

Terms and Conditions

1. PROVISION OF SERVICES

1.1. The Company will provide the Goods and perform the Services exercising a reasonable degree of skill, care and diligence expected of a competent professional.

1.2. The Client is to provide the Company with all necessary information (including budget and timetable if applicable) to enable the Company to clearly understand the Client's requirements in order for the Company to provide the Goods and Services.

1.3. The Company will endeavour to complete the work within the time specified in the agreed timetable. However the Company cannot take responsibility for the work undertaken by other subcontractors involved.

2. VARIATIONS

2.1. Any requested variation to the Goods and Services specified in the Estimate must be notified in writing by the Client.

2.2. The Client agrees that any variations may result in additional costs and the Client shall be responsible for any additional costs resulting from such variations.

2.3. The Company allows for up to 10ml variance on a normal installation.

3. ASSIGNMENT OF WORK

3.1. The Company reserves the right to assign other subcontractors to provide the Goods and undertake the Services to ensure quality and on-time completion.

4. FEE AND PAYMENT

4.1. The Client shall pay the Fee to the Company for the Goods and Services as detailed in the Estimate.

4.2. The Company shall issue an invoice to the Client for the Goods and Services upon completion of Services based upon the Estimate.

4.3. A deposit must be paid prior to commencement of any work by the Company with a Progress Payment of 40% due before any Goods leave the factory. Final payment of 20% is required on completion of job.

4.4. If payment of any invoice(s) is overdue for more than 3 months the Company may, at its discretion, cancel this Agreement with the Client and discontinue from providing any further Services until the Client has discharged all outstanding indebtedness to the Company.

5. RISK

5.1. All risk in and for the Goods shall pass to the Client on delivery and installation by the Company.

6. PROPERTY

6.1. Property in, ownership of and title to the Goods shall not pass to the Client until the Client pays the Fee(s) in full and all other amounts owing under the Agreement.

7. RETURN OF GOODS

7.1. Except as provided in this clause, the Client is not entitled to return the Goods to the Company for any reason. For defective Goods which the Client is entitled to reject, the Company's liability is limited to either (at the Company discretion) repairing or replacing the Goods, or refunding the price provided that:

7.1.1. The Client must notify the Company in writing within 7 days of delivery that the Goods are defective;

7.1.2. The Company is given a reasonable opportunity to investigate the Client's claim;

7.1.3. The Company will not be liable for Goods which have been tampered with or modified without the Company's approval or which have not been stored or used in a proper manner.

8. FORCE MAJEURE

8.1. The Company shall not be liable for any failure or delay in delivering the Goods and/ or Services resulting from circumstances beyond its reasonable control, including, without limitation: default by third parties; strikes and labour unrest; war; acts of terrorism; government or regulatory intervention; fire; flood; accident; epidemics or pandemics; natural disaster; or any other event interpreted under New Zealand law as an "Act of God". If Company invokes force majeure, it shall do all reasonable things within its power to end the circumstances causing the force majeure and to mitigate any losses that the Client may suffer as a consequence thereof. However, the Company shall not be liable for any such losses.

9. GOVERNING LAW

9.1. These Terms shall be governed by the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of New Zealand Courts.