

Concrete Specialists NZ Ltd

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Concrete Specialists NZ Ltd" shall mean CSNZ Ltd. Or CSNZ Services Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing services from CSNZ Ltd.
- 1.3 "Services" shall mean all services and advice provided by CSNZ Ltd. to the customer, and shall include without limitation concrete cutting, drilling, sawing, removal and associated activities and all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of services by CSNZ Ltd. to the customer.
- 1.4 "Price" shall mean the cost of the services as agreed between CSNZ Ltd. & Drilling Services and the customer subject to clause 4 of this contract.

2. ACCEPTANCE

2.1 Any instructions received by CSNZ Ltd. from the customer for the supply of services shall constitute acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The customer authorises CSNZ Ltd. to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any services provided by CSNZ Ltd. to any other party.
- 3.2 The customer authorises CSNZ Ltd. to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 All charges are based on CSNZ Ltd. current price list unless quoted.
- 4.2 Where no price is stated in writing or agreed to orally the services shall be deemed to be provided at the current amount as such services are sold by CSNZ Ltd. at the time of the contract.
- 4.3 The price may be increased by the amount of any reasonable increase in the cost of supply of the services that is beyond the control of CSNZ Ltd. between the date of the contract and delivery of the services.
- 4.4 Any variations required by the customer will incur additional cost.

5. PAYMENT

- 5.1 Unless otherwise arranged payment for services shall be made in full on or before the day of completion following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 15% per month or part thereof.
- 5.3 Any expenses, disbursements and legal costs incurred by in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. QUOTATION

- 6.1 Where a quotation is given by CSNZ Ltd. For services:
- 6.1.1 The quotation shall be valid for thirty (30) days from the date of issue; and
- 6.1.2 The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.
- 6.2 Where services are required in addition to the quotation the customer agrees to pay for the additional cost of such services.

7. AGENCY

- 7.1 The customer authorises CSNZ Ltd. to contract either as principal or agent for the provision of services that are the matter of this contract.
- 7.2 Where CSNZ Ltd. enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

8. OCCUPATION HEALTH AND SAFETY

8.1 The customer undertakes to provide a working environment which complies with Occupation, Health and Safety Regulations.

9. DISPUTES

9.1 No claim relating to the supply of services shall be considered unless made in writing within fourteen (14) days of completion.

10. LIABILITY

10.1 The Consumer Guarantees Act 1993, the Commerce Act 1986, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon CSNZ Ltd. which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on CSNZ Ltd. liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

10.2 Except as otherwise provided by clause 10.1 above CSNZ shall not be liable for:

10.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the customer or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from services provided by CSNZ Ltd. To the customer; and

10.2.3 The customer shall indemnify CSNZ Ltd. against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of CSNZ Ltd. Or otherwise, brought by any person in connection with any matter, act, omission, or error by CSNZ Ltd. its agents or employees in connection with the services.

11. CONSUMER GUARANTEES ACT

11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires services from CSNZ Ltd. for the purposes of a business in terms of section 2 and 43 of that Act.

12. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

12.1 If the customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for CSNZ Ltd. agreeing to supply services and grant credit to the customer, also sign in their personal capacity and jointly and severally personally guarantee and undertake to CSNZ Ltd. the payment of any and all other monies now or hereafter owed by the customer to CSNZ Ltd.

Any personal guarantee made by any party shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.

13. CANCELLATION

13.1 CSNZ Ltd. shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of services to the customer if the customer fails to pay any money owing after the due date or the customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.

13.2 Any cancellation or suspension under clause 13.1 of this agreement shall not affect CSNZ Ltd. claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the customer's obligations to CSNZ Ltd. under this contract.

14. MISCELLANEOUS

14.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of CSNZ Ltd. .

14.2 CSNZ Ltd. shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

14.3 Failure by CSNZ Ltd. to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations CSNZ Ltd. has under this contract.

14.4 Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.

14.5 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

14.6 Unless CSNZ Ltd. elects otherwise any dispute between the parties is to be dealt with in accordance with the Arbitration Act 1996.

14.7 CSNZ Ltd, will not perform any design, design checks, engineering calculations or engineer's inspections, certifications or tests that may be required under the Building Act or otherwise. CSNZ Ltd cannot be held responsible for placing saw cuts and holes as directed to, or marked by the customer/ project manager / supervisor / contractor, or saw cuts and holes placed at our discretion as requested by the customer / project manager / supervisor / contractor that have been discovered to be positioned incorrectly and /or resulting in damage to the site or surrounding areas, services or existing concrete.