

# Terms of Trade

Knockout Concrete Cutters

36 Curries Rd, Hillsborough, Christchurch. Ph 021 369 818



I/we .....

.....  
agree to the terms of supply for **Knockout Concrete Cutters** (hereafter, "the company") as indicated below and I/we understand and agree that if the supply agreement with the company is in the name of a company, (not an individual) that we will advise the company of any change of ownership or status immediately, and if the supply agreement is with an individual, then that individual is responsible for the account. I/we also accept responsibility to obtain all permits and to obey all the rules and regulations required to carry out the work safely.

## Disconnection of Services

I / we give the company permission to disconnect any services connected to any building or structure if they are required to be disconnected before the company carry out their work. I/we also understand that if any faults are discovered during this process, then repairs must be made before the services are reconnected at our expense.

## Access

I/we will allow or arrange access to the site for the company for the purpose of carrying out the work; I/we understand that the company will not accept responsibility for delays that result from restricted access caused by the client or other parties.

## Scope of work

The company undertakes to carry out the work as quoted with reasonable skill and care and to carry out the work within the time frames agreed on acceptance of our proposal. Delivery of the goods will take place at a mutually agreed time.

## Additional Work

I/we understand and agree that the Company will carry out additional safety work as required up to the value of \$250.00; if work exceeds that figure the Company will contact me/us first.

## Construction Contracts Act

I/we understand that goods and services supplied by the company are done so under the rules of the Construction Contracts Act and any disputes must be set out in the payment schedule served on the company within 20 working days of receipt of invoice.

## Disputes

If I/we are not satisfied with any aspect of the services supplied I/we must advise the Company within 7 days of completion. If I/we do not do so, then the Company will not have any further liability in respect of alleged defects. Further, the Company are not liable for any consequential damages or loss occasioned by any claim in respect of the services supplied. The total liability to the Company for any loss or damage in such circumstances is in any case capped at the price agreed between us for supply of services.

## Insurance

I/we confirm that we have arranged insurance over the goods and services provided by the company before they are paid for and that any proceeds of that insurance will be paid to the company

## Additional Costs

I / we agree to pay any additional costs incurred by the Company for changes to the job or specification, hidden or unidentifiable difficulties on site, any damage or disruption out of the companies control, scaffolding if required, and delays caused by the actions or lack of action by any party working on or off site

## Consumer Guarantees Act 1993

I/we acknowledge that goods and services supplied for trade or business purposes are not covered by the Consumer Guarantees Act 1993.

## Supply Installation and Construction

All equipment supplied and built by the company will comply with Health & Safety and other relevant regulations. I/we agree to advise the company if there are any alterations changes or movements made to their plant and materials on site. I/we understand we take responsibility for any injury or damaged caused by any alterations or changes made to installations.

## Payment Terms

I/we agree to pay our account by 20th of the following month. I/we also understand and agree to pay any interest costs at the current bank business overdraft rate plus 2% calculated daily from the date when payment was due, as well as any collection charges, legal fees, and any other costs incurred in the event of late payment. We also understand that the company reserves the right to allocate payments against individual items on invoices and not necessarily the whole of an invoice. I/we understand that we cannot off set payments against any claims or money that we may believe is owing to us by the company.

## Health and Safety

I/we understand that the company will adhere to the rules and procedures of the Health and Safety at Work Act 2015 but will not be responsible for delays caused by others who do not follow the correct work site safety policy.

## Damage to Goods or Equipment

I/we understand the risk of damage or loss rests with us, the purchaser, and that all goods supplied must be insured by us against loss or damage and that we must inform the company if the goods hired or supplied are damaged or at risk of damage or contamination immediately.

## Repairs and Damage

I/we accept that we are responsible for any damage caused to plant or hire equipment, on site, and that we will be invoiced accordingly for the cost of repairs.

## Reservation of Title

I/we agree that title in any goods supplied is reserved by the Company, and that all goods sold remain the property of the company until receipt of full payment. The company reserves the right to register an interest on the Personal Property Security Register (PPSR) on plant materials and equipment supplied without forwarding a verification statement. I we understand that hardware, joinery, machinery, plant, and other structures are part of the fit out not the building and can be registered on the PPSR and removed if not paid for. I/we also understand and agree not to rehire or supply material and equipment supplied by the company, to a third party.

I/we agree that in the event of a payment default or in the event of disregard for the terms of this agreement by the purchaser, then the Company are entitled (for themselves or through any agent or employee) to come on to any land, where the goods supplied or leased, are being held or used, to uplift them.

## Force majeure

The Company is not liable for failure or delay in supply or delivery occasioned by strike, industrial dispute, natural disaster, shortage or unavailability of stocks, delay in transit, import restriction, fire, flood, hostilities, Covid and other pandemics, commotions or whatever beyond the Company's reasonable control.

## Cancellation and Suspension

I /we agree and understand that the company reserves the right to cancel any contract if in the company's opinion there a safety or commercial risk in continuing to supply. I/we also understand and agree that this supply contract is covered by the rules of the Construction Contracts Act and that the company has the right to suspend services in the event of late payment, provided it does so within the rules of the.

## Privacy Act

I/we give authority for the Company to hold my personal information and authorise any person or company to provide the Company with payment habits and trend details of this job instruction and any future dealing I/we may have as a result of this job instruction. I/we understand that this information is collected for the purposes of establishing my credit rating.

## Warranty

I/we understand that for goods not manufactured by the company, the warranty shall be the current warranty provided by the manufacturer of the Goods. I/we understand that the company shall not be bound by nor be responsible for any term, condition, representation, or warranty other than that which is given by the manufacturer of the parts. No warranty shall be given in relation to second hand Goods supplied unless otherwise agreed in writing or where the Goods are covered by a transferable manufacturer's warranty. The Client acknowledges and agrees that the Client shall have purchased the Goods on an "as is where is" basis.

## Price

I / we understand that the Company reserves the right to calculate the price of a job by quote, price list or hourly rate or a combination of two or more. When prices increase between to time the job was priced and accepted and the materials are ordered, then I /we understand that the Company reserves the right to add that increase along with a margin to the price charged for the job.

I / we the Purchaser hereby agrees to be bound by the above conditions

Name:.....

Signature:.....

Date: / /