TERMS OF TRADE - GRE Services Limited

1. DEFINITIONS

1.1 In these Terms, unless the context requires otherwise:

1.2 "Company", "we", "us" and "our" means GRE Services Limited and, where appropriate, Solar Smart Energy (as identified in the Quote, Statement of Work, Invoice or Payment Claim as the supplier), together with its permitted successors and assigns. References to the Company include its employees, agents and subcontractors where appropriate.

1.3 "Consumer" has the meaning given in the Consumer Guarantees Act 1993. "Consumer Customer" means a Customer acquiring Products or Services as a Consumer.

1.4 "Contract" means the agreement comprising the accepted Quote or Statement of Work, these Terms, any approved Variations, and any other document the parties expressly agree to incorporate in writing.

1.5 "Customer", "you" and "your" means the person or entity acquiring the Products or Services, including any person who signs or accepts the Contract on its behalf.

1.6 "Products" means all goods, equipment, components, materials and parts supplied or to be supplied by the Company.

1.7 "Quote" means a quotation, estimate, proposal or similar offer issued by the Company.

1.8 "Services" means all labour, design, advice, installation, inspection, testing, commissioning, maintenance, repair and other services supplied by the Company.

1.9 "Site" means any premises or location at which Products are delivered or Services are performed.

1.10 "Variation" means a change to the scope, method, timing, quantity or specification of the Work.

1.11 "Work" means all Products and Services supplied under the Contract.

1.12 "PPSA" means the Personal Property Securities Act 1999.

1.13 "Working Day" has the meaning applicable under the Construction Contracts Act 2002 where that Act applies, and otherwise means a day other than Saturday, Sunday or a New Zealand public holiday.

2. APPLICATION AND ACCEPTANCE

2.1 These Terms apply to every supply of Products or Services by the Company unless the Company agrees otherwise in writing.

2.2 The Customer accepts the Contract by signing or electronically accepting a Quote or Statement of Work, issuing a purchase order, paying a deposit, instructing the Company to proceed verbally (including by telephone), in writing or electronically, accepting delivery, or otherwise receiving the benefit of the Work.

2.3 A Customer purchase order or other document does not vary or replace these Terms unless the Company expressly agrees in writing.

2.4 The Customer warrants that any person accepting the Contract for the Customer has authority to do so.

3. QUOTATIONS, ESTIMATES AND SCOPE

3.1 Unless stated otherwise, a Quote remains open for acceptance for 30 days and may be withdrawn before acceptance.

3.2 A quotation is based on the stated scope and information reasonably available when issued. An estimate is an indication only and is not a fixed price.

3.3 Prices exclude GST unless expressly stated otherwise.

3.4 A Quote excludes Work, Products and costs not expressly included, including remedial work arising from concealed or pre-existing conditions, all of which will be treated as a Variation and governed by clause 6.

3.5 Unless expressly stated otherwise, labour included in a Quote is based on the Company's applicable standard hourly rates for Work performed during normal working hours, Monday to Friday, excluding public holidays. Where Work is requested or required outside normal working hours, including weekends and public holidays, the Company's applicable overtime, after-hours or public-holiday rates will apply, and any resulting additional costs will be charged to the Customer.

3.6 The Company may correct an obvious clerical or calculation error in a Quote before or after acceptance. If the correction materially increases the Price, the Customer may cancel any affected Work not yet performed.

4. PRICE, LABOUR RATES AND CHARGES

4.1 The Customer must pay the Price stated in the Quote, Invoice, Payment Claim or Contract together with GST and any other applicable taxes, duties, levies, freight or third-party charges.

4.2 For charge-up Work, the Price is calculated using the Company's current rates when the Work is performed and the cost of Products and third-party services supplied plus the Company's margin.

4.3 Labour is charged at the Company's applicable rates, which may vary depending on the nature of the Work, the qualifications or specialist expertise required, the personnel undertaking the Work, and when the Work is performed. Overtime, after-hours, weekend and public-holiday rates apply to Work undertaken outside the Company's normal business hours. Applicable rates will be advised to the Customer before the Work commences, where reasonably practicable.

4.4 The Company will apply a minimum labour charge of one hour, plus a vehicle/Site attendance fee, per visit. Labour charges include time spent travelling, obtaining materials and undertaking administration associated with the Work. All materials, additional administration costs and other expenses incurred in carrying out the Work will be charged separately.

4.5 Where the cost of materials, equipment or third-party services increases after acceptance due to circumstances outside the Company's reasonable control, the Company may propose a reasonable price adjustment supported by details of the increase. The Company will notify the Customer before incurring the additional cost. Where the adjustment materially increases the agreed Price, the Customer may decline the adjustment and cancel the affected unperformed Work, subject to payment for Work already performed and reasonable, unavoidable commitments lawfully recoverable.

4.6 The Company may require Products to be purchased and invoiced in advance to secure availability or pricing.

4.7 After-Hours and Emergency Callouts: Work requested outside the Company's normal working hours, including weekends and public holidays, is subject to a fixed callout charge that includes the first hour of labour. Labour may include time spent on telephone fault diagnosis, travel, material procurement, associated administration and carrying out the Work. Additional labour will be charged at the applicable overtime rate for the type of services provided. Higher callout and labour rates apply on public holidays. A separate Vehicle/Site Fee, materials and other applicable costs will be charged in addition. Applicable charges will be advised to the Customer before attendance, where reasonably practicable.

5. DEPOSITS, PROGRESS PAYMENTS AND RETENTIONS

5.1 The Company may require a deposit or payment for Products before ordering or commencing Work.

5.2 For Work extending beyond one month, the Company may issue monthly or milestone progress invoices.
5.3 Any proposed retention must be disclosed before acceptance and is effective only if expressly agreed in writing. Where retentions are expressly agreed, the Contract must specify the retention percentage, maximum amount, calculation method and release dates or objectively ascertainable release milestones. Retention money must be held, protected, accounted for and released in accordance with the Construction Contracts Act 2002 where applicable. The Company is entitled to payment of retention money when due under the Contract and applicable law.
5.4 Payment of a deposit or progress claim does not transfer title to unpaid Products.

6. VARIATIONS AND UNFORESEEN CONDITIONS

6.1 A Variation may be requested by either party. Except for urgent additional Work under clause 6.3, a Variation should be approved by the Customer or its nominated representative, before commencement where reasonably practicable. Authorisation may be provided electronically or in writing and must identify the additional Work and agreed price or pricing method. Where the Company receives a verbal instruction that it reasonably considers constitutes a Variation, the Company may confirm the instruction in writing and proceed on the basis that the instruction is a Variation unless the Customer promptly notifies the Company otherwise in writing.
6.2 A Variation will be valued using any price or pricing method agreed for that Variation. If none is agreed, it will be valued using applicable rates and prices in the Contract. If those rates or prices are absent or inappropriate, the Variation will be charged at the Company's then-current reasonable rates, together with the cost of Products and third-party services and the Company's applicable margin. The Customer is also responsible for reasonable time-related costs and any resulting adjustment to the programme.
6.3 The Company may perform urgent additional Work without prior approval where reasonably necessary to make the Site safe, prevent damage, comply with law, or protect persons or property. The Company will notify the Customer as soon as reasonably practicable.
6.4 Additional charges and time may apply for concealed or unforeseen conditions, inaccurate information, restricted access, hazardous materials, adverse weather, hard ground or reinforcing, existing defects, incomplete third-party work, unavailable services, or changes required by an authority or network operator.
6.5 If the Company is delayed or disrupted by a Customer act or omission, a Variation, restricted or delayed access, incomplete third-party work, late information or approval, or another cause for which the Company is not responsible, the Company is entitled to a reasonable extension of time and to recover its reasonable, demonstrable delay, disruption, standing-time, demobilisation and remobilisation costs. The Company must notify the Customer as soon as reasonably practicable after becoming aware of the material effect of the event.

7. PAYMENT

7.1 The Customer must pay each invoice in full by the due date stated on the invoice.
7.2 Payment must be made without deduction, withholding, counterclaim or set-off, except to the extent required by law or expressly agreed in writing. A genuinely disputed amount does not relieve the Customer from paying the undisputed balance on time.
7.3 The Company may allocate a payment against any amount owing by the Customer.
7.4 Payment is not treated as received until cleared funds are available to the Company.

8. LATE PAYMENT, DEFAULT AND RECOVERY COSTS

8.1 If an amount is overdue, the Company may charge simple interest at 24% per annum, calculated daily on the outstanding amount from the day after the payment due date until payment is received in full, subject to applicable law.
8.2 The Customer must reimburse the Company for reasonable costs actually incurred in recovering overdue amounts or enforcing the Contract, including collection agency and solicitor-client costs, to the extent legally recoverable.
8.3 The Company may suspend supply, require advance payment, withdraw credit, cancel unperformed Work, or require immediate payment of all amounts owing if the Customer defaults, becomes insolvent, ceases trading, enters receivership or liquidation, becomes bankrupt, makes an arrangement with creditors or suffers any analogous event. This suspension right does not limit any separate rights the Company may have to suspend work under the Construction Contracts Act 2002.
8.4 Any suspension or cancellation does not affect accrued rights or the Customer's obligation to pay amounts owing.

9. INVOICE DISPUTES

9.1 The Customer should notify the Company in writing of an invoice dispute within 10 Working Days after receipt, identifying the invoice, disputed amount and reasons.
9.2 Failure to notify within that period may be taken as evidence that the invoice was accepted, but does not remove any right that cannot lawfully be excluded.
9.3 The Customer must promptly pay the undisputed portion of an invoice.
9.4 This invoice dispute process outlined in clauses 9.1 to 9.3 does not affect the separate payment claim and payment schedule process under the Construction Contracts Act 2002.

10. DELIVERY, INSPECTION, RISK AND RETURNS

10.1 Delivery occurs when Products are delivered to the nominated address, collected by the Customer, or made available as agreed. Risk passes on delivery, but title remains subject to clause 17.
10.2 Delivery dates are estimates unless expressly agreed as fixed. The Company is not liable for delay outside its reasonable control.
10.3 The Customer must inspect Products promptly and notify the Company within 10 Working Days of any visible shortage, damage or incorrect supply. This does not limit mandatory consumer rights.
10.4 Products may be returned only with prior written approval. Approved non-defective returns must be unused, complete and in resalable condition and may be subject to freight, supplier charges and a reasonable restocking fee.
10.5 Special-order, custom-made, installed, used or non-returnable Products cannot be returned unless defective or the Company agrees otherwise.

11. CANCELLATION AND POSTPONEMENT

11.1 If the Customer cancels, omits or postpones accepted Work, the Customer must pay for Work already performed, Products reasonably ordered or committed, supplier cancellation or restocking charges, and reasonable additional costs directly resulting from stopping, rescheduling or restarting the Work. These may include labour, travel, transport, equipment and Site establishment costs.
11.2 For non-Consumer Customers, the Company may also recover proven loss of margin on the unperformed portion of the accepted Work, to the extent recoverable under applicable law and after taking reasonable steps to minimise its loss.
11.3 Any cancellation charges payable by Consumer Customers will be reasonable, proportionate and subject to their statutory rights.

11.4 The Company may cancel or postpone Work where performance is unsafe, unlawful, impracticable, affected by non-payment, or prevented by circumstances outside its reasonable control. If the Company cancels unperformed Work and the Customer is not in default, the Company will refund any advance payment relating to that unperformed Work, less the value of Work performed and reasonable, unavoidable commitments made for the Contract. This does not limit either party's rights resulting from the other party's breach.

12. SITE ACCESS, SHUTDOWNS AND CUSTOMER RESPONSIBILITIES

12.1 The Customer must provide safe, timely and unobstructed access to the Site, suitable parking and work areas, and access to electricity, water and amenities reasonably required for the Work.

12.2 Additional charges may apply if technicians cannot access the Site, must wait for access, or the Customer or site contact is unavailable at the agreed time.

12.3 The Customer must obtain owner, landlord, body corporate and other consents unless the Contract states that the Company will obtain a specified consent.

12.4 The Customer must remove or protect furniture, stock, valuables and sensitive equipment and advise the Company of Site rules, hazards, hazardous substances and known asbestos.

12.5 The Customer is responsible for making good access openings, finishes, painting, decoration, landscaping and other reinstatement unless expressly included in the Quote.

12.6 The Customer acknowledges that electrical circuits or services may need to be isolated or shut down while Work is performed. The Company will take reasonable steps to minimise disruption but is not responsible for loss caused by a necessary interruption, except to the extent caused by the Company's failure to exercise reasonable care and skill.

12.7 The Company will take reasonable care at the Site but is not responsible for unavoidable minor disturbance inherent in properly performing the Work.

13. PLANS, MEASUREMENTS AND CUSTOMER INFORMATION

13.1 The Company may rely on plans, specifications, measurements, quantities and information supplied by or for the Customer.

13.2 The Customer warrants that supplied information is accurate, complete and suitable for its intended purpose and must promptly notify the Company of any error or omission.

13.3 The Customer is responsible for additional cost or delay reasonably resulting from inaccurate or incomplete information, except to the extent caused by the Company's failure to exercise reasonable care and skill.

14. EXISTING INSTALLATIONS, EQUIPMENT AND CONCEALED SERVICES

14.1 The Customer must identify and, where reasonably practicable, accurately mark all concealed and underground services, including electrical, communications, fibre, gas, water, drainage, sewer, irrigation and other utilities.

14.2 The Company may rely on service plans and markings supplied by the Customer or utility locator. The Company is not responsible for loss caused by an undisclosed or incorrectly located service unless caused by the Company's failure to exercise reasonable care.

14.3 The Company's responsibility for identifying existing conditions is limited to matters that are reasonably apparent on a non-invasive visual inspection and within the ordinary scope of the Company's expertise. The Company is not responsible for pre-existing defects, non-compliant work, deterioration, inadequate capacity, inaccessible equipment, latent faults in wiring, switchboards, structures, equipment or systems not supplied by the Company, or other concealed, latent or specialist conditions that could not reasonably be identified during such an inspection.

14.4 The Company does not warrant the condition, compatibility, serviceability or continued operation of Customer-owned or third-party equipment not supplied by the Company.

14.5 If existing conditions make the proposed Work unsafe, non-compliant or unsuitable, the Company may stop Work and propose remedial Work as a Variation.

14.6 Testing, isolation, reconnection or commissioning may reveal an existing fault. Investigation and rectification of that fault is additional Work unless expressly included.

15. HEALTH AND SAFETY

15.1 Each party must comply with its duties under the Health and Safety at Work Act 2015 and all other applicable health and safety requirements.

15.2 The parties must consult, cooperate and coordinate activities where their duties overlap.

15.3 The Company may stop or refuse Work if conditions are unsafe or required controls are unavailable. Resulting reasonable delay and cost may be treated as a Variation where the unsafe condition was not caused by the Company.

15.4 The Customer must ensure persons under its control follow reasonable Site safety directions and do not interfere with barriers, isolations, lock-out systems or safety equipment.

16. INSURANCE

16.1 The Company maintains public liability insurance and other insurance it considers appropriate for its business and the Work.

16.2 The Customer is responsible for insuring the Site, existing property and its own property. The Customer must notify its insurer of the Work where required by the relevant policy.

16.3 Insurance does not expand either party's liability beyond the Contract or applicable law.

17. TITLE, SECURITY INTEREST AND PPSA

17.1 Title to Products does not pass until the Company has received all amounts owing by the Customer to the Company.

17.2 The Customer grants the Company a security interest in all Products supplied under the Contract and their proceeds, including Products incorporated, processed or commingled, to secure all amounts owed.

17.3 The Customer must do anything reasonably required to enable the Company to register, maintain and enforce a financing statement or otherwise perfect its security interest, and must promptly notify changes to its name, address, ownership or legal status.

17.4 The Customer waives the right to receive a verification statement under section 148 of the PPSA. To the fullest extent permitted by section 107 of the PPSA, the Customer agrees that sections 114(1)(a), 117(1)(c), 133 and 134 do not apply and the Customer waives its rights under sections 121, 129, 131, 132, 142 and 143.

17.5 Before title passes, the Customer must keep Products identifiable, properly stored and insured, must not grant another interest in them, and must not dispose of them except in the ordinary course of business.

17.6 Following default, and subject to applicable law, the Company may recover Products to which it retains title where those Products can lawfully and safely be recovered without unreasonable damage to the Site or other property. The Company will not enter residential premises without lawful authority or the occupier's consent. Nothing in this clause authorises the Company to remove Products where removal would be unsafe or unlawful.

17.7 If recovered Products are resold, net proceeds after reasonable recovery, storage and sale costs will be credited against the Customer's debt.

18. CONSTRUCTION CONTRACTS ACT 2002

18.1 Where the Construction Contracts Act 2002 applies, the Company may issue an invoice or other document as a payment claim. A payment claim must comply with the requirements applicable to that claim under the Act and any regulations, including identifying the relevant construction contract and claim period, stating the claimed amount and due date, explaining how the amount was calculated, stating that the claim is made under the Construction Contracts Act 2002, and including any prescribed information required for that claim.

18.2 Nothing in these Terms limits the Company's rights to suspend Work, adjudicate a dispute, recover a debt or exercise any other remedy available under the Construction Contracts Act 2002.

18.3 If the Company lawfully suspends Work under the Construction Contracts Act 2002, the Company is entitled to a reasonable extension of time and to recover reasonable suspension and recommencement costs to the extent permitted by law.

18.4 Any Contract wording inconsistent with a mandatory provision of the Construction Contracts Act 2002 is modified to the minimum extent necessary to comply with that Act.

18.5 The Customer acknowledges that a payment claim served under the Construction Contracts Act 2002 may require the Customer to provide a payment schedule within the timeframe specified in the Contract or, where applicable, the Act. Failure to provide a valid payment schedule or make payment when due may affect the Customer's rights under the Act. Customers who are uncertain about their rights or obligations should seek independent legal advice.

19. WARRANTIES AND DEFECTS

19.1 The Company warrants that Services will be performed with reasonable care and skill and substantially in accordance with the agreed scope.

19.2 Products are supplied with applicable manufacturer warranties. Unless the Company is the manufacturer, the Company does not give a separate product warranty beyond any rights that cannot lawfully be excluded.

19.3 For non-Consumer Customers, the Company warrants its workmanship for 12 months from completion. The Customer must notify an alleged defect promptly, provide reasonable details and allow the Company a reasonable opportunity to inspect and remedy it.

19.4 The workmanship warranty does not cover fair wear and tear, misuse, neglect, lack of maintenance, environmental conditions, power quality or network events, pest damage, third-party alteration, Customer-supplied Products, pre-existing defects, or failure to follow instructions.

19.5 A warranty claim does not permit the Customer to engage another contractor at the Company's cost unless the Company has failed to remedy within a reasonable time after receiving a valid opportunity, or urgent action was reasonably necessary to prevent injury or material damage.

19.6 This clause is subject to all mandatory rights of Consumer Customers.

20. SOLAR PV, BATTERY AND ENERGY SYSTEMS

20.1 This clause applies to photovoltaic panels, inverters, batteries, optimisers, monitoring devices, EV charging interfaces and associated energy systems.

20.2 Any yield, generation, savings, payback, self-consumption, export or performance figure is an estimate based on stated assumptions and available information. Actual outcomes may vary due to weather, shading, soiling, orientation, temperature, degradation, occupancy, load profile, electricity tariffs, export limits, outages, curtailment and equipment availability. Unless expressly guaranteed in writing, the Company does not guarantee a particular generation, saving, bill reduction or payback period.

20.3 The Customer is responsible for selecting an electricity retailer and tariff and for ongoing retailer charges. Electricity prices, buy-back rates, metering arrangements and retailer terms are controlled by third parties and may change.

20.4 Grid connection, distributed-generation approval, meter work, inspection, certification and authority or network processing are subject to third-party requirements and timeframes. The Company is not responsible for third-party delay, refusal, conditions or charges, but will perform any expressly agreed application or coordination services with reasonable care.

20.5 The Customer must provide complete and accurate usage, tariff, property, structural and network information. The Company may revise the design or Price if information changes or a Site inspection, engineering assessment, authority or network operator identifies additional requirements.

20.6 Unless expressly included, the Contract does not include structural engineering, roof replacement or repair, hazardous-material removal, switchboard replacement, network upgrades, communications upgrades, trenching, civil works, internet service or retailer contract changes.

20.7 The Customer acknowledges that penetrations, fixings, cabling routes and equipment placement may be necessary. The Company will use reasonable care and weatherproof penetrations it creates. The Company is not responsible for leaks, damage or deterioration arising from pre-existing roof conditions, ageing or corroded roofing, structural defects, defective prior penetrations, or unrelated building defects, except to the extent caused by the Company's failure to exercise reasonable care and skill. Unless expressly included in the Contract, the Company does not undertake a comprehensive structural assessment, roofing condition survey or specialist weathertightness assessment. Where the Company identifies concerns that reasonably require specialist assessment, additional investigation or remedial Work may be required before installation proceeds.

20.8 Monitoring and remote services may depend on compatible Customer internet, Wi-Fi, mobile coverage, third-party platforms and ongoing third-party support. Loss of monitoring does not necessarily mean loss of generation and is not itself evidence of system failure.

20.9 The Customer must operate and maintain the system in accordance with manuals and warranty conditions, keep ventilation and access clear, arrange recommended inspections and cleaning, and promptly report alarms, damage or abnormal operation.

20.10 Battery operation involves programmed reserve levels, cycling limits, temperature requirements and manufacturer controls. Backup capability applies only if expressly specified and may not support all loads or operate indefinitely during an outage.

20.11 Manufacturer product and performance warranties are subject to the manufacturer's terms, exclusions, registration and claim processes. The Company may reasonably assist with a valid claim, with chargeable Work disclosed where the claim is not covered.

20.12 Renewable-energy certificates, rebates, incentives, tax treatment and finance approval are not included or guaranteed unless expressly stated in writing. The Customer should obtain independent financial and tax advice.

20.13 Completion of a solar PV or battery installation includes the installation, testing, commissioning and provision of applicable electrical certification and handover documentation within the Company's agreed scope. Activation of export, retailer metering arrangements or third-party monitoring services may occur after physical completion where dependent on third-party approvals or services.

20.14 Unless expressly included in the Contract, ongoing remote monitoring, data review, performance reporting, internet support and third-party platform support are not included as continuing Services. Any included monitoring or support period, subscription charge and service level will be stated in the Quote. The Customer is responsible for maintaining compatible internet, Wi-Fi and account access and for notifying the Company of system alerts or apparent faults.

21. CONSUMER GUARANTEES ACT 1993

21.1 If the Customer is a Consumer, nothing in the Contract excludes, restricts or modifies any guarantee, right or remedy under the Consumer Guarantees Act 1993 or other law that cannot lawfully be excluded.

21.2 If Products or Services are acquired in trade, both parties are in trade, and all statutory requirements for contracting out are satisfied, the parties agree that the Consumer Guarantees Act 1993 does not apply to the Contract to the fullest extent permitted by section 43 of that Act.

21.3 The parties agree that contracting out under clause 21.2 is fair and reasonable because the Contract is a business transaction and the parties are able to assess and allocate commercial risk. This statement does not apply where the legal requirements for contracting out are not met.

22. FAIR TRADING ACT 1986

22.1 Nothing in the Contract permits misleading, deceptive, unconscionable or otherwise unlawful conduct.

22.2 Where both parties are in trade, the Contract is entered into in trade, and it is fair and reasonable that the parties be bound, the parties agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986 to the fullest extent permitted by section 5D of that Act.

22.3 Clause 22.2 does not apply to a Consumer Customer or where contracting out is not legally permitted.

23. LIMITATION OF LIABILITY

23.1 This clause applies only to the extent permitted by law and does not limit liability that cannot lawfully be limited or excluded.

23.2 The Company is not liable for any indirect, consequential or special loss, or for any loss of profit, revenue, production, use, opportunity, data, anticipated savings or business interruption, whether such loss is direct or indirect, arising out of or in connection with the Contract or the Work, except to the extent that such liability cannot lawfully be excluded.

23.3 For a non-Consumer Customer, the Company's aggregate liability arising out of or in connection with the Contract is limited to the greater of:
(a) the Price paid or payable for the specific Work giving rise to the claim; and
(b) any higher amount expressly agreed in writing for that Work.

23.4 The exclusions and limitations do not apply to liability for fraud, wilful misconduct, death or personal injury, damage to tangible property caused by the Company's negligence, or any liability that cannot lawfully be excluded or limited.

23.5 Each party must take reasonable steps to mitigate loss.

23.6 The Customer indemnifies the Company against third-party claims and reasonable costs arising from inaccurate Customer information, undisclosed hazards, the Customer's breach, misuse of the Work, or the acts of persons under the Customer's control, except to the extent caused by the Company's breach, negligence or unlawful act. This indemnity does not apply to a Consumer Customer to the extent it would be unfair or unlawful.

24. DRAWINGS, RECORDS AND INTELLECTUAL PROPERTY

24.1 Pre-existing intellectual property remains the property of its owner.

24.2 All drawings, designs, calculations, reports, specifications, concepts, proposals, tender submissions and other materials prepared or supplied by the Company remain the Company's intellectual property unless expressly agreed otherwise in writing.

24.3 Unless and until all amounts owing in relation to the relevant Work have been paid in full, the Customer receives no licence or right to use, reproduce, disclose, copy, modify, distribute or rely on any such materials.

24.4 Material provided by the Company as part of a quotation, budget estimate, proposal, tender or similar deliverable is supplied solely for the purpose of evaluating the Company's offer. The Customer must not use that material, or permit any third party to use that material, for construction, procurement, tendering or completion of a project without the Company's prior written consent.

24.5 Following payment in full, the Customer receives a non-exclusive licence to use deliverables created specifically for the Customer for the Site and purpose stated in the Contract only. The Customer may not reuse, adapt or reproduce those deliverables for another site or purpose without the Company's prior written consent.

25. PHOTOGRAPHS, RECORDS AND CONFIDENTIALITY

25.1 The Company may take photographs, video and other records of the Site and Work for quoting, job records, quality assurance, training, warranty, health and safety, insurance, debt recovery and legal purposes.

25.2 The Company will obtain the Customer's consent before using identifiable photographs of the Customer's home, business or property for marketing where consent is required by law or the image could reasonably identify the Customer or Site.

25.3 Each party must keep confidential any non-public information received from the other party that is commercially sensitive or required by law to remain confidential, except where disclosure is reasonably required to perform the Contract or obtain professional advice.

26. PRIVACY AND CREDIT INFORMATION

26.1 The Company may collect, use, store and disclose personal information for quoting, supplying Work, account administration, credit assessment, fraud prevention, debt recovery, legal compliance, warranty support and customer communications in accordance with the Privacy Act 2020.

26.2 The Customer authorises the Company to obtain and exchange relevant information with credit reporters, referees, debt collectors, insurers, professional advisers, suppliers and public registers where lawful and reasonably required for those purposes.

26.3 The Company may report a payment default to a credit reporter only where lawful.

26.4 An individual may request access to and correction of personal information held by the Company, subject to the Privacy Act 2020.

26.5 Where the Customer provides personal information about another person, the Customer warrants it is authorised to do so and will ensure required privacy notices are given.

27. REMOVED MATERIALS AND WASTE

27.1 Unless otherwise agreed, the Customer authorises the Company to remove, recycle or dispose of redundant materials and equipment where removal or disposal is included in the Work. The Customer warrants that it owns those items or has authority to authorise their removal.

27.2 If the Customer wishes to retain a removed item, it must notify the Company before removal. The Customer is responsible for safe storage and subsequent disposal once the item is handed over.
27.3 Any specialist disposal, hazardous-waste handling or disposal charge not included in the Quote may be charged as additional Work.

28. SERVICE INTERRUPTION AND FORCE MAJEURE

28.1 Neither party is liable for delay or failure caused by an event outside its reasonable control, including natural disaster, severe weather, epidemic, fire, war, civil disorder, industrial action, transport or supply disruption, utility or network failure, authority action or shortage of labour or materials.
28.2 The affected party must notify the other as soon as reasonably practicable and take reasonable steps to reduce the effect.
28.3 The Company is entitled to a reasonable extension of time for an event outside its reasonable control. Any additional costs will be payable only where expressly provided in the Quote or agreed as a Variation, except for reasonable costs caused by a Customer act or omission or otherwise recoverable by law.
28.4 If the event continues so that performance becomes impracticable, either party may cancel the unperformed portion on written notice. The Customer must pay for Work performed and unavoidable commitments made before cancellation.

29. DISPUTE RESOLUTION

29.1 The parties will first attempt in good faith to resolve any dispute by discussion between authorised representatives.
29.2 If the dispute remains unresolved, either party may propose mediation through the Resolution Institute or another agreed mediator. Unless agreed otherwise, mediation costs are shared equally.
29.3 This clause does not prevent urgent interim relief, recovery of an undisputed debt, or the use of adjudication, suspension or other statutory rights under the Construction Contracts Act 2002.
29.4 The parties must continue performing undisputed obligations while a dispute is addressed, where reasonably practicable and safe.

30. NOTICES AND ELECTRONIC COMMUNICATIONS

30.1 A notice may be delivered personally, by courier, post or email to the latest contact details notified by the recipient.
30.2 An email is treated as received when it enters the recipient's information system without a delivery failure message. An email received after 5.00 pm or on a non-Working Day is treated as received on the next Working Day.
30.3 Electronic signatures, approvals and records may be used to the extent permitted by law.

31. GENERAL

31.1 The Contract is the entire agreement about the Work and replaces prior discussions and representations, except for liability that cannot lawfully be excluded. If there is any inconsistency, the order of priority is: any written special conditions or agreed amendment; the accepted Quote or Statement of Work, including its scope, assumptions, exclusions and clarifications; approved Variations; these Terms; and any other document the parties expressly agree to incorporate in writing. A Customer purchase order has no priority unless the Company expressly agrees otherwise in writing.
31.2 The Company is not bound by any term of a head contract, principal contract or other upstream agreement ("Upstream Agreement") unless the relevant document has been provided to the Company before acceptance and the Company has expressly agreed in writing to be bound by that term. Any such term applies only to the extent that it relates to the Work. If there is any inconsistency between a provision of an Upstream Agreement and a provision of the Contract, the relevant provision of the Contract will prevail.
31.3 A change to the Contract must be agreed in writing or documented as a Variation. The Company may update these standard Terms for future Contracts by giving reasonable notice, but an update does not retrospectively alter existing accepted Work.
31.4 The Customer may not assign the Contract without the Company's written consent, not to be unreasonably withheld. The Company may assign a debt or assign the Contract as part of a genuine business transfer, subject to applicable law.
31.5 If a provision is invalid or unenforceable, it is modified to the minimum extent necessary or severed, and the remaining provisions continue.
31.6 A failure or delay to exercise a right is not a waiver. A waiver must be in writing and applies only to the specific instance.
31.7 Clauses intended by their nature to survive completion or termination continue, including payment, title and security, liability, confidentiality, intellectual property and dispute provisions.
31.8 The Contract is governed by New Zealand law and the New Zealand courts have non-exclusive jurisdiction.

32. CUSTOMER ACKNOWLEDGEMENT

32.1 Acceptance of a quotation, purchase order, deposit payment or instruction to proceed, including verbal instruction over the telephone, constitutes acceptance of these Terms of Trade.