

TERMS AND CONDITIONS OF TRADE FOR PLUMBING EXPRESS

The following constitute the terms and conditions of business between Plumbing Express, the supplier of goods and services, and you, the Client:

1. Price

Where a quotation has been given for work to be performed, that quotation remains valid for 30 working days. Your acceptance of our quotation/offer must be prior to commencement of work. We may withdraw that quotation at any time before acceptance. The quotation is based on costs and charges ruling at the date of quotation. Any changes in costs arising from sources beyond our control (for example, changes in prices charged by suppliers to us, or in government charges) shall be to your account.

For quotes over \$2000 we will require a deposit of 50% of the quoted amount prior to work starting.

The following rates shall apply where work is to be charged on the basis of time and materials (charge-up basis), and for the purpose of calculating any variation to quoted work:

Labour: \$95+GST per hour. A one hour minimum charge applies. Any additional labour after the first hour will be charged at \$95+GST per hour (charged in half hour increments).

Administration Fee: \$55+GST (Vehicle / Plant / Health & Safety)*

Materials: RRP

Emergency Response Charge: \$150+GST for the first hour. A one hour minimum charge applies. Any additional labour will be charged at \$95+GST per hour (charged in half hour increments). For emergency response jobs we aim to arrive within the hour but we do not guarantee this arrival time frame.

After Hours Call Out Charge : For any work that is performed after hours a flat of \$350+GST for the first hour will apply. Any additional labour will be charged at \$95+GST per hour (charged in half hour increments) + any materials used.

After hours means any time between 4:30pm to 8:00am from Monday to Friday, and any time on a Saturday, Sunday.

Public Holiday Call Out Charge : For any work that is performed on a Public Holiday a flat rate of \$450+GST for the first hour will apply. Any additional labour will be charged at \$95+GST per hour (charged in half hour increments) + any materials used.

2. Payment

Payment of the claimed amount is due and payable by you on receipt of the invoice unless previous arrangements have been made prior to work commencing. The due date will be stated on the invoice you receive. Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments covering work done and costs incurred up to the date of the invoice. If you disagree for any reason with the claimed amount, you will need to respond to us in writing by emailing accounts@plumbingexpress.co.nz within 48 hours of receiving the invoice or prior to the due date of your invoice. Please be aware that a \$50+GST fee may apply to overdue payments, and all expenses including any lawyer's fees incurred by us in recovering this debt shall be added to your account.

3. Disputes

If any dispute or difference arises in connection with work done or payments claimed by us, or any other matter pertaining to business between us and you, we or you shall refer the dispute to adjudication in terms of Part 3 of the Construction Contracts Act 2002 (CCA), or to the Master Plumbers Association of which we are a member for settlement through that Association's Disputes Procedure. For the purposes of s33(1)(c) of the CCA, the Master Plumbers Association shall be the nominating body.

4. Ownership

Any goods and materials supplied by us shall remain our property until paid for in full and while any money is due to us. If any money remains unpaid or you are in breach of any obligation to us, we or our agents are authorised by you to enter your premises to recover and resell any or all of those goods and materials. We may require you to facilitate registration of a Financing Statement under the Personal Property Securities Act 1999 to give us a Perfected Security Interest in any goods supplied.

5. Risk

All goods and materials are at your risk while on your premises or premises under your control. Any loss arising from theft, destruction or damage from whatever cause shall be borne by you.

6. Installation

You shall give us access to the site and provide proper facilities for carrying out the work including use of any existing goods or passenger lifts, cranes, hoists and builder's scaffolding. Unless specified otherwise, the contract does not include any structural or other alteration to any part of the building. Access and facilities shall be provided within a reasonable time after acceptance of this contract or at a date notified by you and agreed on by us in writing. You shall inform us of any hazards in the workplace to which we may be exposed in working on your premises.

7. Time to completion

We will complete the work within a reasonable time and will endeavour to meet any target date you make known to us. Should it be necessary to work outside ordinary working hours to meet your completion target or due to any other circumstances outside our control, you shall be liable for any extra cost incurred.

8. Consents

You are responsible for obtaining any consent or other authority necessary for the work, and will provide that to us on request. Where a building consent is required and you have failed to obtain it, we may lodge a building consent application as your agent and at your expense.

9. Warranty

We guarantee that we will remedy any defective workmanship and replace any faulty material that is reported to us in writing within 90 days of completion of the contract. This performance guarantee does not extend to any goods or materials supplied by you. In the case of work covered by the Consumer Guarantees Act 2013, this warranty is in addition to any rights you may have under the Act.

10. Weather Conditions, Strikes, etc

We are not liable for any delay or damage caused directly or indirectly by weather conditions, labour disputes, strikes, accidents, fire, failure of manufacturers to deliver and any other events beyond our reasonable control.

11. Variations

Once our quotation/offer has been accepted, no variation to the scope of work or to these terms and conditions shall be valid unless agreed in writing.

12. Plans and Specifications

We shall be entitled to rely on the accuracy of and shall not be obliged to check any plans, specifications and other information supplied by you. We shall bear no responsibility for any goods supplied in compliance with those plans and specifications.

13. Privacy Act

You authorise us to use information collected from you and to collect information from third parties for purposes relating to performance under this agreement. Any information collected from yourself will be treated in accordance with the Privacy Act 2020.

14. Health and Safety

At all times while we are supplying plumbing, gas fitting, and drain laying services at your premises we will follow our Health and Safety policy as required by the Health and Safety at Work Act 2015. You agree to follow all instructions given by our employees to comply with our Health and Safety policy.