

P | 815 2240
E | office@ylp.co.nz
722 New North Road
Mt Albert

FRIENDLY - PROFESSIONAL - RELIABLE

Information for Domestic Customers

Please read and accept these terms before we begin work, by clicking on the email sent at booking.

FRIENDLY

At Your Local Plumber, our employees believe in providing great service. It is important to us that you understand these terms and the way we work. All work we carry out is covered by the information set out below. These terms overwrite any agreements made in person, over the telephone, or in any other communication.

When you ask Your Local Plumber to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions please contact us on 09 815 2240.

Changes and cancellations

- We are always happy **reschedule** an appointment free of charge.
- If you need to **cancel**, your appointment please provide us with at least 24 hours notice.
- At our discretion, a \$65 cancellation fee applies to all appointments cancelled within 24 hours of your scheduled time.

Payment

Payment is due upon completion, or on receipt of invoice and may be made by cash, cheque, credit or debit card or online bank transfer.

Payments made online via a credit or debit card will be subject to a 2.9% processing fee. The total amount shown at the time of payment will include this fee which will be higher than the amount stated on the invoice total.

Once your job is completed, or if there is a pause in works, an email invoice will be sent. Please let us know before work commences if you would prefer an invoice to be posted to you.



Master Plumbers™
Representing Excellence

Deposits

A **50% deposit** will be requested upfront before work commences for all jobs valued at over \$1000.

Refund of deposit

If work for which a deposit has been paid is subsequently cancelled by the customer, the following fees apply to any amount refunded.

Cancellation	More than 7 days before appointment	2-7 days before appointment	Less than 48 hours before appointment
Fee deducted	No fee	\$100 (inc GST)	Up to \$450 (inc GST)

Progress invoices

Are issued for some projects before completion. These cover the costs of labour and materials as work progresses. We know you need to stay informed, so we will normally send out progress invoices at the end of every stage of work (disconnection, pre-pipework, fit-off etc.). We will also send progress invoices if, for any reason, there is likely to be a delay in the work.

You can request an invoice at any time by calling 09 815 2240 or emailing office@y1p.co.nz.

We reserve the right to stop work if progress payments have not been met.

Discounts

All and any discounts applied to your account are applied at our discretion.

Any discounts may be revoked, and the full amount charged to your account if an invoice remains unpaid for more than 20 days beyond the invoice due date.

If you need to discuss any aspect of payment please contact us immediately.

Unpaid accounts

Please notify us within 5 days if you do not understand, or wish to dispute any of the charges on your account.

If payment remains outstanding for over 7 days from the invoice due date a charge of \$65 (plus GST) may be added to your account at our discretion.

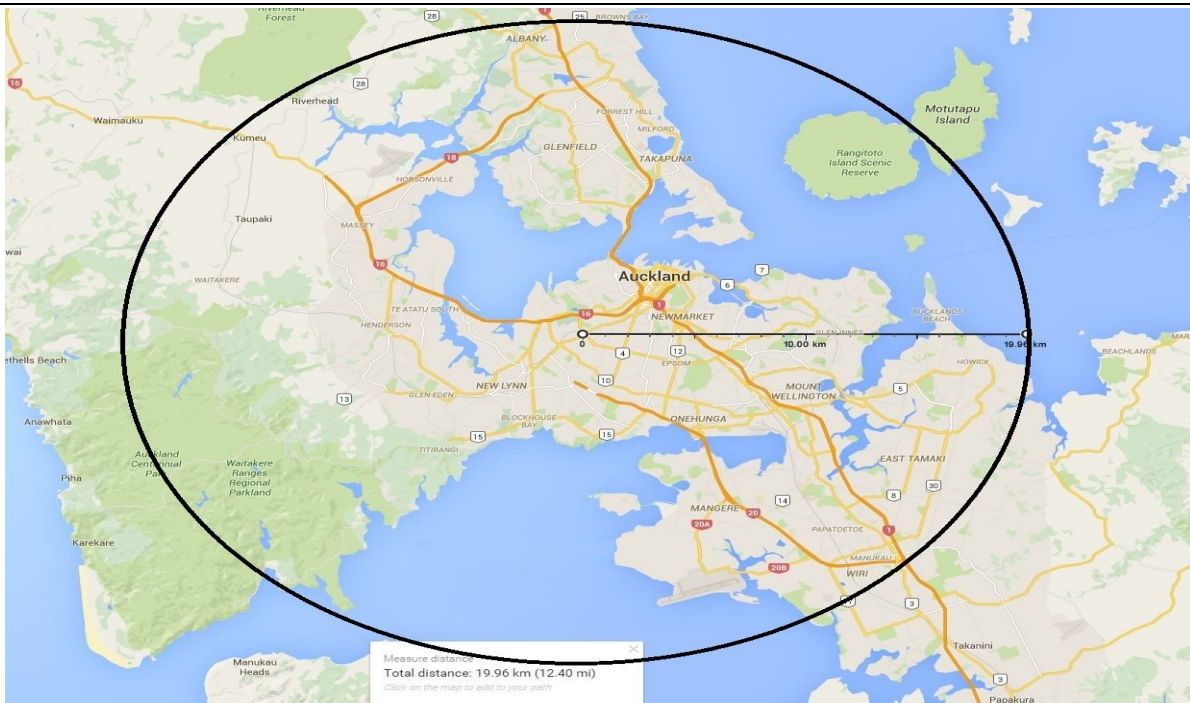
We reserve the right to charge interest on accounts over 30 days overdue.

If payment is not received, your account will be referred for debt collection.

All costs in relation to collection of overdue accounts will be added to your account.

PROFESSIONAL

Travel Charges



Outside the circle a \$50 + GST Travel Charge applies (per project)

Call out Rates (Per Worker) Includes up to 45 minutes at site*		Additional Time (Per Worker) Charge per 15 minutes*	
Plumbing, Drainlaying	\$125	Plumbing, Drainlaying	\$23
Gasfitting, Leak Detection	\$160	Gasfitting, Leak Detection	\$27
Apprentice	\$50	Apprentice	\$12.50
Work at Height: Work using ladders, or at height requires 2 workers minimum \$170+GST			
After Hours Rates After Hours Rates apply during holidays, weekends, and before 7.30 or after 5pm.			
All trades	\$295	All trades	\$37.50
*Labour charges apply if we have to leave the site to collect or dispose of materials.			
All Prices are exclusive of GST			

Gas Certification

The Gas (Safety and Measurement) Regulations 2010 require us to issue gas certificates for the majority of gas work we undertake. Charges for issuing certificates are set out below and are **extra** to any labour or materials charges.

Low risk = \$30+ GST	General risk = \$95+ GST	High risk = \$145+ GST
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Non-Compliant appliances or installations

If your appliance is non-compliant with the Regulations, we will notify you in writing and issue a 'failed' certificate. If remedial work to ensure the appliance meets Regulations is arranged with us within 7 days of the issue of this certificate, we will not make a second charge for the subsequent certificate (when compliant).

Leak Detection

Our staff are fully trained in the operation of leak detection equipment which uses acoustics to locate a leak. Our equipment may only work when leaks are above 3 litres per minute, and if we are able to locate the water main course. Trace wires are only effective when pipe diameter is sufficient to admit the wire. The effectiveness of equipment is affected by high levels of vibration, traffic or ambient noise.

Drain Unblocking

Our drain unblocking service that we provide is charged at **\$265+ GST** per hour. This includes CCTV, hydrojet and or root cut only. If required, a DVD recording can be provided for **\$25+GST**.

Vacuum Loader

Our vacuum loader service that we provide is charged at **\$450+GST** per hour and includes disposal of **1.5 cubic metres** of waste. Additional waste is disposed of at a rate of **\$275+ GST** per cubic metre.

Rubbish

A **\$15+GST** (small bag) or **\$30+GST** (small box) charge applies to any rubbish removed. Costs for larger amounts of rubbish, including spoils, will vary. If you would NOT like us to remove your rubbish please ask us at site or before work takes place. We are unable to return

RELIABLE

Our work is covered by



our 2 year guarantee



Plumbing peace of mind

When you hire a Master Plumber you have the added reassurance of the Master Plumbers Guarantee.

This 12 month residential guarantee provides you with advance payment protection and covers you against substandard workmanship.

The Master Plumbers Guarantee applies to residential plumbing, gasfitting and drainlaying work carried out by a current financial Master Plumbers member business and the licensed plumbers, gasfitters and/or drainlayers employed by that business.

The Guarantee is up to \$15,000 inc GST which includes \$5,000 for product and covers:

Advance payment protection

Protecting you against the loss of an advance payment should a member go into liquidation or bankruptcy.

Under the Master Plumbers Guarantee, if you have made a pre/part payment for a product purchased by the Master Plumber, and that product has not been installed or the member business can no longer provide its services, we will ensure that the product is replaced, if required, and installed.

Substandard workmanship

Protecting you against substandard residential plumbing, gasfitting or drainlaying workmanship carried out by a member business or a licensed tradesperson employed by that business.

It applies to unpaid contracts, where the amount unpaid relates solely to the specific work in dispute, and the work is considered by Master Plumbers, Gasfitters and Drainlayers NZ Inc to be below the standard expected of a member business.

Under the Master Plumbers Guarantee, the substandard work will be remedied either by the original member or an alternative member, irrespective of whether the contract was completed.

Guarantee exclusions apply. Please visit www.dontriskit.co.nz for full terms and conditions.

Making a claim

A claim must be made within 12 months from the date of the invoice, please visit www.dontriskit.co.nz for the process and to download a claim form.

Health & Safety

Under the Health & Safety At Work Act 2015 we may need to undertake a Site Specific Safety Plan for the work you require. If applicable the time is charged from \$200+ GST.

If a project is carried out under a quote, under the Health & Safety At Work Act 2015 we reserve the right to design a Site Specific Safety Plan if site conditions, or the nature of work change due to factors beyond our control. If applicable the time is charged from \$200+ GST. We reserve the right to alter the quote if work at height will require access equipment and/or a second site worker for safety purposes.

Work at Height will require access equipment and/or a second site worker for safety purposes unless stated otherwise.

Under the Consumer Guarantees Act (2002), we guarantee our services will be:

- **Performed with reasonable care and skill**

If you believe there is a fault with our workmanship please contact us immediately. We will investigate the work and we will rectify any error as soon as possible.

- **Fit for the particular purpose they were supplied for**

If you ask us to fit a product you supply, we do not guarantee the part is fit for purpose. If there is a fault with the part we supply we will contact the manufacturer and/or remedy the work. This is consistent with your right to repair.

- **Completed within a reasonable time**

If work is delayed due to circumstances outside our control we cannot be held responsible for this. This includes bad weather, coordination of external trades and other site management issues.

- **Priced reasonably**

Work is charged according to the COSTS & CHARGES formula (labour and travel costs, plus reasonable material acquisition, collection and removal costs (if any apply)).

You agree to contact us **immediately** if you are unhappy with the work or the invoice and notify us of any defects that need rectifying.

FRIENDLY - PROFESSIONAL - RELIABLE

INFORMATION FOR NON-DOMESTIC CUSTOMERS

(TERMS AND CONDITIONS OF TRADE)

YOUR LOCAL PLUMBER 2015 LTD

722 New North Rd, Mt Albert, Auckland 1025 - 09 815 2240

Application for Credit Account

NOTE: All sections must be completed. Please choose either Organisations, Partnership or Individuals section
This is a Credit Account Application Form under the Construction Contracts Act 2002. Please read clause 27.

Trading Name of Organisation _____

Type of Business (Tick ONE)

Company []	Sole Trader []	Trust []	Other [] Specify _____
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IF ORGANISATION (e.g. Company, Partnership, Incorporated Society, Trusts, Government Entities)

Full Legal Name of Organisation _____	GST No. _____ (‘The Customer’)
How long has the organisation been trading? _____	NZ Company No. _____
Physical Address (including Postal Code) _____	Date of Incorporation (if any) _____
Postal Address _____ Postal Code _____	
Registered Office Address _____ Postal Code _____	
Contact Person _____	Contacts with Authority to charge account
Telephone _____ Mobile _____	1.
Email address _____	2.
	3.

ALL APPLICANTS COMPLETE BELOW

Trade References	Trading Name	Phone Number	Email
Credit terms applied for (Tick ONE)		Credit Limit applied for	
14 days [] 30 days [] 20th of Following Month []		_____	

IF PARTNERSHIP**Number of partners** ___ (if more than 2 please attach details on additional sheet) **GST Number** _____

	First Partner	Second Partner
Full Name		
Date of Birth		
Residential Address		
Postal Address		
Is the property is rented or owned by Partner listed?	Rented [] Owned []	Rented [] Owned []
Time at given address	5 years [] Less than 5 years [] If less than 5 years please give previous addresses below	5 years [] Less than 5 years [] If less than 5 years please give previous addresses below
Previous addresses		

IF INDIVIDUAL (e.g. Sole Traders)**GST Number** _____

	First Individual	Second Individual
Full Name (Authority to Charge Account)	("The Customer")	("The Customer")
Date of Birth		
Residential Address		
Postal Address		
Is the property is rented or owned by Partner listed?	Rented [] Owned []	Rented [] Owned []
Time at given address	5 years [] Less than 5 years [] If less than 5 years please give previous addresses below	5 years [] Less than 5 years [] If less than 5 years please give previous addresses below
Previous addresses		
Contact Details	Email _____ Mobile _____ Telephone _____	Email _____ Mobile _____ Telephone _____

DECLARATION

By signing and returning the Application, I/We

1. understand that Your Local Plumber 2015 Ltd ("The Contractor") reserves the right to decline this Application.
2. certify that the above information is true and correct and that I am authorised to make this application for credit
3. confirm that the information supplied by me/us in this Application is correct and complete and I/We agree to immediately advise The Contractor of any material change of any of the information contained in this Application
4. have read, understood and agree to be bound by The Contractor's standard terms and conditions of trade ("Terms of Trade") attached to this Application.
5. acknowledge that all debts in excess of trading terms will be placed on "stop supply" and further works or materials will not be provided until the debt is paid.
6. agree that all bookings for materials or works (being the materials described on the job confirmation email or invoice) placed by The Customer with The Contractor are supplied on these terms and on the Terms of Trade. If The Customer is more than one Customer, the reference is to each Customer jointly and severally. From time to time as conditions permit, both materials and works shall be used interchangeably.
7. agree that The Contractor may, and we may not, vary or replace these standard terms and conditions and it will be a condition of The Contractor continuing to supply materials and works to us that we agree to sign any variation or replacement of these standard terms and conditions.
8. authorise any person or company to provide The Contractor with such credit information as The Contractor may require about me/us.
9. authorise The Contractor to collect personal information about me/us from the trade referees named in this Application and from the credit reference agencies used by The Contractor. I/We acknowledge that such information is collected for any purpose connected with my/our business, for considering this application and for all purposes in connection with The Contractor marketing of products and works. I/We consent to The Contractor disclosing any such information to credit references and debt collection agencies. I/We acknowledge that my/our rights at law in relation to obtaining and correcting all information about me/us held by The Contractor are not affected.
10. acknowledge that where more than one applicant applies for credit each applicant will be jointly and severally liable.
11. agree to repay any debts incurred for materials or works (being the materials described on the invoice) within the credit terms agreed and up to and including the credit limit specified on this form.

If you have signed this application as a director, partner, trustee or in any other capacity, you agree that The Contractor may collect personal information about you from the credit reference agencies used by The Contractor. You acknowledge that such information is correct for the purpose connected with the Applicant's business and for considering this application. You may access and correct any personal information held by The Contractor.

Name (s) (if more than one individual or partner, both must sign)

1. _____ **Position/Title** _____

Signature _____ **Date** _____

Name (s) (if more than one individual or partner, both must sign)

2. _____ **Position/Title** _____

Signature _____ **Date** _____

PERSONAL OR DIRECTOR GUARANTEE

Pertaining to Your Local Plumber 2015 Limited and its successors, assigns 'The Contractor' at the request of the Guarantor supplying supply materials and/or works to _____
(insert Company name) "The Customer"

I/WE UNCONDITIONALLY AND IRREVOCABLY:

1. GUARANTEE the due and punctual payment to the Contractor of all monies which are now owing to the Contractor by the Customer and all further sums of money from time to time owing to the Contractor by the Customer in respect of materials and works supplied or to be supplied by the Contractor to the Customer or any other liability of the Customer to the Contractor, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Contractor, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Contractor the Guarantor will immediately on demand pay the relevant amount to the Contractor. In consideration of the Contractor agreeing to supply the materials and/or works to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to the Contractor registering any interest so charged. The Guarantor irrevocably appoints the Contractor and each director of the Contractor as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Contractor may reasonably require to: (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (b) register any other document required to be registered by the PPSA or any other law; or (c) correct a defect in a statement referred to in clause 1(a) or 1(b).

2. HOLD HARMLESS AND INDEMNIFY the Contractor on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Contractor in connection with: (a) the supply of materials and/or works to the Customer; or (b) the recovery of monies owing to the Contractor by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Contractor's nominees costs of collection and legal costs; or (c) monies paid by the Contractor with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Contractor, the Customer, and a third party or any combination thereof, over the supply of materials and/or works by the Contractor to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT 3. I/We have received, read and understood the Contractor's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions. 4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Contractor by the Customer and all obligations herein have been fully paid satisfied and performed. 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Contractor's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Contractor, each Guarantor shall be a principal debtor and liable to the Contractor accordingly. 6. If any payment received or recovered by the Contractor is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Contractor shall each be restored to the position in which they would have been had no such payment been made. 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them

together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally. 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Contractor. 9. I/we irrevocably authorise the Contractor to obtain from any person or company any information which the Contractor may require for credit reference purposes. I/We further irrevocably authorise the Contractor to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Contractor as a result of this Guarantee and Indemnity being actioned by the Contractor. 10. The above information is to be used by the Contractor for all purposes in connection with the Contractor considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR

(Sole Traders must appoint another suitable person, clubs and societies must appoint a president, secretary or other committee member, Company Directors complete personally)

	First Guarantor	Second Guarantor
Full Name		
Date of Birth		
Residential Address		
Postal Address		
Full Name of Witness		
Signature of Witness		
Residential addresses		
Occupation		
Date	Executed as a Deed this ____ day of _____ 20__	Executed as a Deed this ____ day of _____ 20__

This is an important document, we advise that you seek independent legal advice before signing.

YOUR LOCAL PLUMBER TERMS OF TRADE

1 Terms of Sale

1.1 YOUR LOCAL PLUMBER 2015 LIMITED and any successor entity ("The Contractor") will contract to sell and supply materials and works on these standard terms and conditions. By placing or confirming a booking with The Contractor, The Customer is accepting these standard terms and conditions, is immediately, jointly and severally bound by them. Anything to the contrary in The Customer's enquiries, orders or confirmations will not apply.

1.2 In the event that the materials and/or Works provided by the Contractor are the subject of an insurance claim that the Customer has made, then the Customer shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligation for payment for such transactions invoiced by the Contractor and shall ensure payment is made by the due date irrespective of whether the insurance claim is successful.

1.3 Where the Contractor gives advice, recommendations, information, assistance or service to the Customer or the Customer's agent, regarding the materials or Works then it is given in good faith and the Contractor shall not be liable in any way whatsoever for any damages, losses or costs however arising resulting from the Customer relying on the same. In addition, none of the Contractor's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Contractor in writing nor is the Contractor bound by any such unauthorised statements.

1.4 The Customer agrees to provide 14 days notice in the event of a proposed change of ownership or control, contact details or address for invoicing. In the event that The Contractor incurs loss through breach of this clause, The Customer will be liable for any costs incurred.

2 Cancellations

2.1 The Customer may not cancel or vary a booking once it has been placed or confirmed unless a minimum of 24 hours notice is given during business hours. If the Customer chooses to cancel a booking, during business hours, by providing less than 24 hours notice, the Contractor shall, at their sole discretion, charge the Customer a fee of \$65.

2.2 If the Customer chooses to cancel or vary a booking for which a deposit has been paid by providing less than seven (7) days notice, the Contractor shall, at their sole discretion, deduct a fee of \$450 from any deposit refundable to the Customer.

3 Payment

3.1 The Customer must pay the price indicated on the invoice, or statement issued by The Contractor. All freight, packaging and other relevant costs are charged to The Customer's account as shown on the invoice.

3.2 All prices are subject to adjustment by any increase in the costs to The Contractor of manufacturing or providing the materials or works that may occur between the dates of quotation and delivery or deliveries of the materials.

3.3 If credit is granted by The Contractor to The Customer, payment is due on or before the applicable date selected in this form following the date on the invoice issued by The Contractor.

3.4 If The Contractor at any time deems the credit of The Customer to be unsatisfactory, it may immediately terminate this contract (as defined in clause 9.1) or any credit arrangement and require The Customer to pay the price on delivery of the materials and/or completion of works.

3.5 All costs and expenses of or incurred by The Contractor as a result of termination and recommencement of any credit arrangement are payable by The Customer upon demand.

3.6 The Contractor may charge interest on any monies which are overdue under the contract commencing on the due date until the date of actual payment. The interest rate is 10% per annum and is subject to change by prior notice.

3.7 The Customer agrees to pay on demand all costs (including commission, debt collection and legal fees and any other costs) incurred by The Contractor or The Contractor's agents relating to the recovery of any amounts payable by The Customer to The Contractor.

3.8 All payments by The Customer must be made in full and without any deduction or right of set-off or counterclaim. The Customer agrees, however, that all monies which The Contractor may owe The Customer on any account whatsoever may, at The Contractor's option, be set off against payments due by The Customer to The Contractor.

3.9 Unless otherwise stated all prices exclude GST, which, if payable, is payable by The Customer.

3.10 The Contractor shall, at their sole discretion, choose to offer discounts to the Customer. Any discount applied to any invoice provided to the Customer may be revoked at any time after the due date of the invoice unless payment in full has been received by the Contractor on or by this date.

3.11 Pursuant with Section 14 of the Construction Contracts Act 2002, unless an agreement regarding the terms and conditions of payment amounts and intervals is expressly stated, in writing, prior to the commencement of any works or delivery of any materials for a specific site address, the Contractor shall, at their sole discretion, invoice for progress payments each month. Any progress payment is due for payment within 20 working days.

4 Delivery

4.1 Delivery of the materials and works is deemed to be made: a. when The Customer or The Customer's agent is given possession of the materials at The Contractor's warehouse or elsewhere (loading is then at The Customer's risk); or b. when the materials or tradesperson arrives at The Customer's premises (storage is then at the Customer's risk); whichever is the earlier.

4.2 On delivery, the materials are at The Customer's sole risk, and with effect from the time of delivery, The Customer will have in place all risks insurance to cover both its interest as bailee of the materials and The Contractor's interest as owner of the materials under clause 5.1

4.3 Any booking or delivery date agreed by The Contractor is approximate only, and no delay in delivery will entitle The Customer to cancel its booking or order for the materials or works.

4.4 If The Contractor believes that The Customer may not make any payment when due, then The Contractor may suspend or cancel any booking or delivery.

5. Retention of Title

5.1 Title to ownership (both legal and equitable) in all materials delivered or supplied by The Contractor to the Customer does not pass to The Customer until full payment is received. For the avoidance of doubt payment will mean the time taken until a payment has been cleared, honoured or recognised. Until property has passed, The Customer will store all materials in such a way that they are clearly identifiable as the property of The Contractor.

5.2 Until The Customer has paid The Contractor in full for all materials supplied, The Customer may not sell (unless such sale is in the ordinary course of The Customer's business and for market value), dispose of or charge the materials and must hold or deal with the materials for and on behalf of The Contractor. However, if the materials are sold, in the ordinary course of The Customer's business, prior to property passing to The Customer, the proceeds of that sale are held by The Customer on trust for and on behalf of The Contractor.

5.3 Prior to The Customer acquiring full property in the materials The Contractor or The Contractor's agents may at any time enter upon any land, premises or property where it believes such materials may be to view and inspect them, and if The Customer has not paid for them in full retake possession of the materials. The Customer will indemnify The Contractor on demand in respect of any costs or liabilities incurred by The Contractor in exercising its rights under this clause.

5.4 The Customer holds the benefit of The Customer's insurance of the materials on trust for The Contractor and must pay to The Contractor the proceeds of any insurance in the event of materials being lost, stolen, damaged or destroyed. The production of these Terms of Trade by The Contractor shall be sufficient evidence of The Contractor's rights to receive the insurance without any person dealing with The Contractor to make further enquiries.

6 Personal Property Securities Act 1999

6.1 The Customer acknowledges that the contract creates a security interest ("security Interest") (as that term is defined in the Personal Properties Securities Act 1999 ("PPSA")) in the materials. The Customer will, if requested by The Contractor, sign any documents (including any new agreements), provide all necessary information and do anything else required by The Contractor to ensure that the security interest is a perfected security interest (as that term is defined in the PPSA).

6.2 The Customer will not enter into any agreement which permits any other person to register any security interest under the PPSA in respect of the materials without The Contractor's prior written consent.

6.3 If the materials are for the Customer's business use, The Customer agrees, to the extent permitted under the PPSA and unless The Contractor agrees by notifying The Customer in writing, that The Customer will have no rights under

Part 9 (Enforcement) of the PPSA. For example, but without limitation, The Customer will have no rights under sections 114(1) (a) and 116 (to receive notice of sale and statement of account); sections 120(2); and 126; and 127; and sections 121(2) and 122 (to receive any proposal or object to any proposal to retain the materials); sections 125 and 129 (relating to removal of accessions); and sections 131; and sections 132 and 133 (to redeem the materials or reinstate the contract).

6.4 The Contractor and The Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms of Trade.

6.5 The Customer saves its right under the PPSA to receive a copy of any verification statement or financing change statement (as those terms are defined in the PPSA)

7 Warranties

7.1 Under no circumstances is The Contractor liable for any claim, action, demand, suit, loss, legal fee or other cost or expense of any kind whether directly or indirectly arising from the use or inability to use any materials or works supplied by The Contractor.

7.2 No warranties are given by The Contractor in respect of materials or works supplied whether in respect of quality, fitness for intended purpose, or otherwise and all warranties implied by law are expressly excluded.

7.3 Subject to conditions given in 7.4 below, The Contractor warrants that if any defect in the workmanship of The Contractor is reported within two (2) years of the date of delivery or invoicing the The Contractor agrees to provide a warranty, unless expressly excluded on the invoice or job confirmation document, which is limited to either reasonable costs of repair or rectification of any fault, or the original cost of the invoice to which the works relate, whichever the lesser.

7.4 The Contractor's conditions of warranty are; (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through: (i) failure on the part of the Customer to properly maintain any materials; or (ii) failure on the part of the Customer to follow any instructions or guidelines provided by the Contractor; or (iii) any use of any materials otherwise than for any application specified on a quote or order form; or (iv) the continued use of any materials after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or (v) fair wear and tear, any accident or act of God.

7.5 For materials not manufactured by The Contractor, the warranty provided shall be that of the current manufacturer and The Contractor shall not be bound by any other warranty.

7.6 If The Contractor is ever liable to The Customer, or any other person, and The Contractor cannot rely on the exclusions of representations, warranties or liabilities set out above, then the liability of The Contractor is in all cases limited to the amount of the price of the materials at the time of sale.

8 Returns & Disputes

8.1 The Contractor may, at their sole discretion accept materials returned in return for a credit. The Customer must return the materials in "as new" condition to The Contractor within 14 days of having accepted delivery of the materials. The Contractor will be entitled to charge a handling fee for materials returned and such a charge may be deducted from the amount of credit to which The Customer may be entitled.

8.2 9.3 Custom made or specially acquired items or materials made to the Customer's specifications are under no circumstances acceptable for credit or return.

8.3 If a dispute arises between the parties to this contract, then either party shall send to the other party a notice of dispute in writing providing details of the dispute and any amounts relevant to the dispute within five (5) days. Fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. The arbitration should be under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.

8.4 When The Customer disputes the charges listed on an invoice, the customer shall not be entitled to withhold payment for or deduct from the price because of the dispute.

9 Risk & Operations

9.1 The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, the Contractor accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

9.2 The installation of some appliances can cause damage to existing pipework. The Customer agrees to indemnify the Contractor against any such loss, damage or claim that may arise if the existing pipework is unable to accommodate the installation of the materials.

9.3 The Customer warrants that any structures to which the materials are to be affixed are able to withstand the installation of the materials and that any plumbing connections (including, but not limited to, meter boxes, pipes, connections and valves) are of suitable capacity to support and sustain the materials, once installed. If for any reason (including the discovery of asbestos, defective plumbing or dangerous access to crawl spaces) the Contractor, or employees of the Contractor, reasonably believe the Customer's premises are not safe for the installation of materials to proceed then the Contractor shall be entitled to delay installation of the materials (in accordance with the provisions of clause 5.2 above) until the Contractor is satisfied that it is safe for the installation to proceed. The Contractor may at its sole discretion agree to bring the premises up to a standard suitable for installation to proceed but all such works undertaken and any additional materials supplied shall be treated as a variation and be charged for in addition to any quoted or estimated Price.

9.4 The Customer acknowledges and agrees that (a) where The Contractor has performed temporary repairs that the Contractor offers no guarantee against the reoccurrence of the initial fault, or any further damage caused; (b) The Contractor does not at any stage accept any liability in respect of previous works and/or materials supplied by any other third party that subsequently fail, the Customer agrees to indemnify the Contractor against any loss or damage to the materials, or caused by the materials, or any part thereof howsoever arising. (d) where the Customer has supplied materials for the Contractor to complete the Works, the Customer acknowledges and accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. The Contractor shall not be responsible for any defects in the materials, any loss or damage to the materials (or any part thereof), from the use of materials supplied by the Customer. (e) all descriptive specifications, drawings, data, dimensions, ratings and weights stated in the manufacturer's fact sheets or advertising material are given by way of identification only. Use of such does not constitute a sale by description, and does not form part of the contract.

9.5 The Contractor will exercise all due care whilst working around underground works which has been identified prior to commencement of work or provision of works. If such underground works are not identified in writing prior to the commencement of work or provision of works, The Contractor will not be liable for any claims for liability, costs, damage or fines as a result of damage to works.

9.6 The Customer agrees that the site will conform and comply with any provisions of the Health and Safety at Work Act (2005) including any amendments or related Health & Safety Legislation and Worksafe NZ guidance.

9.7 The Customer will obtain, at their expense, any required permits, consents, licences and approvals relating to the site at which The Contractor's materials or works are requested.

9.8 Where site conditions require the creation of a Site Specific Safety Plan in order to comply with the provisions of the Health and Safety at Work Act 2015 the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016, the Hazardous Substances and New Organisms Act 1996, their revisions and any associated Health and Safety legislation in New Zealand, the Contractor reserves the right to charge a fee of at least \$200 in order to create said plan. For the avoidance of doubt, where more than one Site Specific Safety Plan is required at a single site, because a fee of not less than \$200 will be charged, at the sole discretion of the Contractor,, to each Site Specific Safety Plan required, unless the Contractor has formed the opinion that the circumstances giving rise to the need for any subsequent plan were entirely within the control of the Contractor.

9.9 If The Contractor reserves the right to charge an emergency plumbing rate of \$250 for any urgent work requested to take place outside of the hours of 7.30am to 5pm Monday to Friday, or on public holidays.

10. Quotations and Estimations

10.1 the Contractor's quoted Price (subject to clause 4.2) which shall be binding upon the Contractor provided that the Customer shall accept the Contractor's quotation in writing or by email within thirty (30) days.

10.2 The Contractor reserves the right to change or amend the quoted or estimated price in the event of a variation to the materials requested, the works and scope of works requested or required, the cost of materials supplied and/or foreseen difficulties including but not limited to underground service locations, asbestos, safety conditions, prerequisite work required by other parties, inclement weather conditions, limitations to access, obstacles etc.

10.3 In the event that a quoted or estimated price is provided without a site visit, The Contractor reserves the right to amend a quoted price after a site visit is made.

10.4 A non-refundable deposit of up to fifty (50) per cent of the quoted or estimated price may be required, at The Contractor's sole discretion, prior to the commencement of the work at site or the delivery of any materials listed in the quoted or estimated price.

11. Construction Contracts Act 2002

11.1 The Customer hereby expressly acknowledges that: (a) the Contractor has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer, and: (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer; or (ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or (iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to the Contractor by a particular date; and (iv) the Contractor has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract. (b) if the Contractor suspends work, it: (i) is not in breach of contract; and (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and (iii) is entitled to an extension of time to complete the contract; and (iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with. (c) if the Contractor exercises the right to suspend work, the exercise of that right does not: (i) affect any rights that would otherwise have been available to the Contractor under the Contractual Remedies Act 1979; or (ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of the Contractor suspending work under this provision.

12 General

12.1 These standard terms and conditions and the provisions in the Application For Credit Account (together the "contract") are the full agreement between The Contractor and The Customer.

12.2 The Contractor may, and The Customer may not, vary or replace the contract and it will be a condition of The Contractor continuing to supply materials to The Customer that The Customer agrees to sign any variation or replacement of this contract where required under the terms of this contract.

12.3 To be effective, any waiver of any or all of these terms and conditions by The Contractor must be in writing.

12.4 The Customer may not assign all or any of its rights or obligations under the contract without the prior written consent of The Contractor.

12.5 The Contractor is not bound by any error or omission on any invoice, order form or other document or statement issued by The Contractor.

12.6 The contract between The Contractor and The Customer is governed by the laws of New Zealand.