Terms & Conditions of Trade

Preamble

- All Services of the Supplier, whether gratuitous or not, are supplied subject to these Terms and Conditions and:

 (a) The provisions of Part I shall apply to the provision of all

 - Services.

 The provisions of Part II shall only apply to the provision 5.1 of Maintenance or Pump Services or Drainage Services.

 The provisions of Part III shall only apply to the provision of Part III shall only apply to the provision of Environmental Services or Drainage Services

PART I - GENERAL CLAUSES

Definitions

- "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract
- "Supplier" means, as the context requires: Hanlon Plumbing & Pipe Services Ltd (3078145), Hanlon Plumbing & Pipe Services Ltd (30/8145), Hanlon Maintenance Solutions Ltd (6258545), Hanlon Plumbing & Mechanical Ltd (6771913) its successors and assigns or any person acting on behalf of and with the authority of the Supplier. "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting the Supplier to provide the Services as
- requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other documentation and

 - other occumentation, and:
 (a) if there is more than one Customer, is a reference to each
 Customer jointly and severally; and
 (b) if the Customer is a partnership, it shall bind each partner 7,
 jointly and severally; and
 7,1
 (c) if the Customer is a part of a Trust, shall be bound in their

 - capacity as a trustee; and (d) includes the Customer's executors, administrators,
- successors and permitted assigns.
 "Services" means all Services or Goods supplied by the "Services means all services or Coods supplied by the Supplier to the Customer at the Customer's request from time to time (where the context so permits the terms 'Services' or 'Goods' shall be interchangeable for the other). "Equipment" means all Equipment including any accessories supplied on loan by the Supplier to the Customer (and where 7.2
- supplied on loan by the Supplier to the Customer (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation from provided by the Supplier to the Customer. "Confidential Information" means information of a confidential anture whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address. D.O. B. occupation, chieve's license details, electronic address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history)
- (where applicable), previous credit applications, credit history) and pricing details.

 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Services as agreed between the Supplier and the Customer in accordance with clause 7 below.

- The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and iditions if the Customer places an order for or accepts ivery of any Services.
- In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this 7.3
- Contract shall prevail.

 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of
- The Customer acknowledges that the supply of Services on credit shall not take effect until the Customer has completed a credit application with the Supplier and it has been approved with a credit limit established for the account.
- In the event that the supply of Services request exceeds the 7.5 Customers credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse delivery.

 Any advice, recommendation, information, assistance or
- Any autoe, recommendation, into maturi, assistance or service provided by the Supplier in relation to Goods or Services supplied is given in good faith, is based on the Supplier own knowledge and experience and shall be accepted without liability on the part of the Supplier and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods or Services.
- Services.
 The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the 7.6 In tot any feason, coulds are not on cease to be available, tire Supplier reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per clause 7.2. In all such cases the Supplier will notify the Customer in advance of any such substitution, and also reserves the right to place the Customer's order on hold until such time as the Supplier and the Customer agree to such changes.
- Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or 7.7 any other applicable provisions of that Act or any Regulations referred to in that Act.

- Authorised Representatives

 7.8

 Unless otherwise limited as per clause 4.2 the Customer agrees that should the Customer introduce any third party to the Supplier as the Customer's duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any materials or Services on the Customer's behalf and/or to request any variation to the works on the Customer's behalf (such authority to continue until all requested works have been completed or the Customer otherwise notifies the Supplier in writing that said person is no longer the Customer's duly 7.9 authorised representative). authorised representative).
- authorised representative).

 In the event that the Customer's duly authorised representative as per clause 4.1 is to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise the Supplier in writ the parameters of the limited authority granted to
- representative.
 The Customer specifically acknowledges and accepts that they will be solely liable to the Supplier for all additional costs incurred by the Supplier (including the Supplier profit margin)

in providing any works, materials, Services or variation/s requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 4.2 (if

Errors and Omissions
The Customer acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any 8. alleged or actual error(s) and/or omission(s):

8.

- resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this Contract; and/or
- contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the
- Services. In the event such an error and/or omission accordance with clause 5.1, and is not attributable to the negligence and/or wilful misconduct of the Supplier; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

Change in Control

The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, 8.4 change of trustees or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.

Price and Payment

- At the Supplier's sole discretion the Price shall be either:

 (a) as indicated on invoices provided by the Supplier to the

 Customer in respect of Services performed or Goods supplied; or
- (b) the Supplier's Price at the date of delivery of the Services
- the Supplier's Price at the date of delivery of the Services according to the Supplier's current pricelist; or the Supplier's quoted Price (subject to clause 7.2) which shall be binding upon the Supplier provided that the Customer shall accept the Supplier's quotation in writing within seven (7) days.

The Supplier reserves the right to change the Price.

- (a) if a variation to the Goods which are to be supplied is requested; or
- if a variation to the Services originally scheduled (including any applicable plans or specifications) is 9
- requested; or where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, obscured site/building defects which require remedial work, health hazards and safety require remedial work, health hazards and safely considerations (such as the discovery of asbestos), prerequisite work by any third party not being completed hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring/cabiling, etc.) which are only discovered on commencement of the Services or
- if during the course of the Services, the Goods cease to be available from the Supplier third party suppliers, then the Supplier reserves the right to provide alternative Goods, subject to prior confirmation and agreement of
- Goods, subject or pinds of the Supplier in the cost of labour or materials (including but not limited to overseas labour or materials (including but not limited to overseas transactions that may increase as a consequence of 9.2 variations in foreign currency rates of exchange and/or international freight and insurance charges) which are 9.3 beyond the Supplier control.

beyond the Supplier control. Variations will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Customer shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion. completion

compiesion.

At the Supplier's sole discretion a deposit may be required.

Time for payment for the Services being of the essence, the

10.1

Price will be payable by the Customer on the date/s
determined by the Supplier, which may be:

(a) on completion of the Services; or
(b) by way of progress payments in accordance with the
Supplier's specified progress payment schedule. Such
progress, payment claims may include the reasonable 10.2

- progress payment claims may include the reasonable 10.2 value of authorised variations and the value of any Goods
- value or automissed variations and the value of any coops delivered to the worksite but not yet installed; for certain approved Customer's, due twenty (20) days 10.3 following the end of the month in which a statement is sent to the Customer's address or address for notices; failing any notice to the contrary, the date which is seven (7) days following the date of any invoice sent to the Customer's kink Supplier.

(7) days following the date of any invoice sent to the Customer by the Supplier.

At the agreement of both parties, payment of the Price may be subject to retention by the Customer of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Customer shall hold the Retention Money for the agreed period following completion of the Services during which time all Services are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with section 18A to 18I of the Construction Contracts Act 2002.

Payment may be made by cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and the Supolier.

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Supplier.

The Supplier may in its discretion allocate any payment received from the Customer towards any invoice that the Supplier determines and may do so at the time of receipt or at the supplier determines and may do so at the time of receipt or at the supplier determines and may do so at the time of receipt or at the supplier determines. On any default by the Customer the any time afterwards. On any default by the Customer the Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by and anotated. In the absence of any payment anotation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in

The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute unless the request for payment by the Supplier is a claim made under the Construction Contracts Act 2002.

under the Construction Contracts Act 2002.

Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other contract for the sale of the Goods. The Customer must pay GST, without

deduction or set off of any other amounts, at the same time 11. and on the same basis as the Customer pays the Price. In 11.1 addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Provision of the Services
Subject to clause 8.2 it is the Supplier's responsibility to ensure that the Services start as soon as it is reasonably

- possible.

 The Services' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that the Supplier claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond the Supplier's control, including but not limited to any failure by the Customer to:

 (a) make a selection: or (a) make a selection; or
- have the site ready for the Services: or

(b) have the site ready for the Services; or (c) notify the Supplier that the site is ready. The Supplier may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. The Customer acknowledges and accepts that the next stage of work will not be commenced until the payment of the preview stead has been paid in full.

next stage of work will not be commenced until the payment of the previous stage has been paid in full.

Any time specified by the Supplier for delivery of the Services is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that the Supplier is unable to supply the Services as agreed solely due to any action or inaction of the paries. In the event that the Supplier is unlable to Supply the Services as agreed solely due to any action or inaction of the 11.4 Customer, then the Supplier shall be entitled to charge a reasonable fee for re-supplying the Services at a later time 11.5 and date, and/or for storage of the Goods. In the event that the Supplier is required to provide the

in the event that the Supplier is required to provide the Services urgently, that may require the Supplier staff to work 11.6 outside normal business hours (including but not limited to working through lunch breaks, weekends and/or Public Holidays) then the Supplier reserves the right to charge the 12. Customer additional labour costs (penalty rates will apply), 12.1 unless otherwise agreed between the Supplier and the Customer

If the Supplier retains ownership of the Goods under clause

- (a) where the Supplier is supplying Goods only, all risk for 12.2 the Goods shall immediately pass to the Customer on delivery and the Customer must insure the Goods on or before delivery. Delivery of the Goods shall be deemed to have taken place immediately at the time that either; (i) the Customer or the Customer's nominated carrier
 - takes possession of the Goods at the Supplier's
 - address; or the Goods are delivered by the Supplier or the Supplier's nominated carrier to the Customer's nominated delivery address (even if the Customer is 13.
- nominated delivery address (even if the Customer is not present at the address).

) where the Supplier is to both supply and install Goods then the Supplier shall maintain a contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Customer.

 It the Supplier's sole discretion the cost of delivery is in addition to the Price.

Notwithstanding the provisions of clause 9.1 if the Customer specifically requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to Supplier's premises for collection or to deliver the Goods to an unattended location then such materials shall always be left at sole risk of the Customer and it shall be the Customer's responsibility to ensure the Goods are insured adequately or 13.2 at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the 13.3 Customer's consequence. Customer's expense

- The Supplier and the Customer agree that ownership of the 13.4 Goods shall not pass until:

 (a) the Customer has paid the Supplier all amounts owing to
- the Supplier; and

 (b) the Customer has met all of its other obligations to the 14

Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

- payment has been nonoured, cleared or recognised.

 It is further agreed that:

 (a) until ownership of the Goods passes to the Customer in accordance with clause 10.1 that the Customer is only a bailee of the Goods and unless the Goods have become futures must return the Goods to the Supplier on request;
- the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Supplier and must
- pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed:

 16. Supplier shall be sufficient evidence of the Supplier's rights to receive the insurance proceeds direct from the insuren without the need for any person dealing with the Supplier to make further enquiries;
- (d) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods 16.2 then the Customer must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand: the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust 16.3 for the hanefit of the Supplier and must sell, dispose of or with possession of the Goods other than in the ordinary
- for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so
- unless the Goods have become fixtures the Customer irrevocably authorises the Supplier to enter any premises 17. where the Supplier believes the Goods are kept and 17.1 recover possession of the Goods;
- recover possession of the Goods; the Supplier may recover possession of any Goods in transit whether or not delivery has occurred; the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier.
- the Supplier, may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

Personal Property Securities Act 1999 ("PPSA")

- Personal Property Securities Act 1999 ("PPSA")
 Upon assenting to these terms and conditions in writing the
 Customer acknowledges and agrees that:
 (a) these terms and conditions constitute a security
 agreement for the purposes of the PPSA; and
 (b) a security interest is taken in all Goods and/or collateral
 (account) being a monetary obligation of the Customer
 to the Supplier for Services that have previously been
 supplied and that will be supplied in the future by the
 Supplier to the Customer
- Supplier to the Customer The Customer undertakes to:
- sign any further documents and/or provide any further information (such information to be complete, accurate information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;

 (b) indemnify, and upon demand reimburse, the Supplier for
- all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged
- Securities register in reasoning and thereby; not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Supplier; and immediately advise the Supplier of any material change in the business examines of selling Goods which would result.
- in a change in the nature of proceeds derived from such

The Supplier and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

terms and conditions.

The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA. Unless otherwise agreed to in writing by the Supplier, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

The Customer shall unconditionally ratify any actions taken by the Supplier under clauses 11.1 to 11.5.

Security and Charge
In consideration of the Supplier agreeing to supply the Services, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the

on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.

Supplier's rights under this clause.

The Customer irrevocably appoints the Supplier and each director of the Supplier as the Customer's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.

Defects and Returns

Defects and Returns
The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods which the Supplier has expend in writing the order which the Supplier has expend in writing the state of the Supplier has expended in writing the supplier has expended in wri shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods.

Goods will not be accepted for return other than in accordance with 13.1 above.

The Supplier may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of thirty percent (30%) of the value of the returned Goods plus any fraight.

Non-stocklist items or Goods made to the Customer's specifications are under no circumstances acceptable for

For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation warranty other than that which is given by the manufacturer of

Consumer Guarantees Act 1993
If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Supplier to the Customer.

supply of Goods by the Supplier to the Customer.

Intellectual Property
Where the Supplier has designed, drawn, written plans or a schedule of Services, or created any products for the Customer, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in the Supplier, and shall only be used by the Customer at the Supplier's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier. The Customer warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier infiringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement. The Customer agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition.

for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which the Supplier has created for the Customer.

Default and Consequences of Default

heterest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer owes the Supplier any money the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's collection agency costs, and bank dishonour fees).

Terms & Conditions of Trade

- Further to any other rights or remedies the Supplier may have 20.1 under this Contract, if a Customer has made payment to the under mis Contract, in a Customer has made payment to the Supplier, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 17, where it can be proven that such reversal is found to be illegal, fraudulent or in contract contract. Contract.
- Without prejudice to the Supplier's other remedies at law the wimour prejudice to the supplier's orient remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:

 (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to make a payment when it falls due;

 (b) the Customer has expected any annicable credit limit

 - (b) the Customer has exceeded any applicable credit limit provided by the Supplier:
 - ner becomes insolvent or bankrupt, convenes a (c) the Custor meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise)
 - or similar person is appointed in respect of the Customer or any asset of the Customer.

Cancellation

- Vithout prejudice to any other rights or remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Customer of such notice/s) then the Supplier may suspend the Services immediately. The Supplier will not be liable to the Customer for any loss or demane the Customer suffers because the Supplier has
- Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier has exercised its rights under this clause. The Supplier may cancel any Contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to the Supplier for Services already performed. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
- such cancellation.
 In the event that the Customer cancels the delivery of Services within thirty-six (36) hours of the Services commencing, then the Supplier reserves the right to charge a fifty percent (50%) cancellation fee. The Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).
- Cancellation of orders for products made to the Customer's specifications, or for non-stocklist items, will definitely not be 20.2 accepted once production has commenced, or an order has

Privacy Policy

- All emails, documents, images or other recorded information All emails, documents, images or other recorded information held or used by the Supplier is Personal Information as defined and referred to in clause 19.3 and therefore 21. considered confidential. The Supplier acknowledges its 21.1 obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ('the Act') including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws). The Supplier acknowledges that in the event it becomes aware of any data breaches and/or disclosure of Privacy Laws). In e supplier acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by the Supplier that may result in serious harm to the Customer, the Supplier will notify the Customer in accordance with the Act and/or the 21.2 GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be annovable by the Customer by writing consent unless must be approved by the Customer by written consent, unless
- must be approved by the Customer by written consent, unless subject to an operation of law.

 Notwithstanding clause 19.1, privacy limitations will extend to 22. the Supplier in respect of Cookies where transactions for 22.1 purchases/orders transpire directly from the Supplier systems website. The Supplier agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's: (a) IP address, browser, email client type and other similar details

 - details; tracking website usage and traffic; and reports are available to the Supplier when the Supplier sends an email to the Customer, so the Supplier may collect and review that information ("collectively Personal Information")
 - Information)
 In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via the Supplier's website. The Customer authorises the Supplier or the Supplier's agent to:
 - access, collect, retain and use any information about the (a)
 - Customer;
 (i) (including, name, address, D.O.B, occupation, (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance 23. information held by the Ministry of Justice) for the 23.1 purpose of assessing the Customer's creditworthinsess or purpose of a creditworthiness; or
 - (ii) for the purpose of marketing products and services to
 - the Customer.

 (b) disclose information about the Customer, whether collected by the Supplier from the Customer directly or 23.2 obtained by the Supplier from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

 Where the Customer is an individual the authorities under
- Where the Customer is an individual the authorities under clause 19.3 are authorities or consents for the purposes of the Privacy Act 1993.
- Privacy Act 1993.

 The Customer shall have the right to request the Supplier for a copy of the Personal Information about the Customer retained by the Supplier and the right to request the Supplier to correct any incorrect Personal Information about the 23.4 Customer held by the Supplier.
- Suspension of Services

- Where the Contract is subject to the Construction Contracts Act 2002, the Customer hereby expressly acknowledges that:
- Act 2002, the Customer nereby expressly acknowledges that:

 (a) the Supplier has the right to suspend work within five (5) working days of written notice of its intent to do so if a 23.5 payment claim is served on the Customer, and:

 (i) the payment is not paid in full by the due date for payment in accordance with clause 7.5 and/or any 23.6 subsequent amendments or new legislation and no nawment schedule has been pixen by the Customer: 23.7. payment schedule has been given by the Customer; 23.7
 - 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
 - he Customer has not complied with an adjudicator's notice that the Customer must pay an amount to the Supplier by a particular date; and
 - (iv) the Supplier has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction Contract.
- construction work under the construction Contract.

 (b) if the Supplier 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 23.10
 - 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 adjudicator's determination has not been com
- with.
 (c) if the Supplier exercises the right to suspend work, the 24.
 - ercise or triatright toes not: affect any rights that would otherwise have been available to the Supplier under the Contract and Commercial Law Act 2017; or enable the Customer to exercise any rights that may
- iii) 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 Supplier suspending work under this provision;

 (d) due to any act or omission by the Customer, the Customer effectively precludes the Supplier from 25. continuing the Services or performing or complying with 25.1 the Supplier's obligations under this Contract, then without prejudice in the Supplier's other rights and the Suppliers obligations under this Contract, then without prejudice to the Supplier's other rights and remedies, the Supplier may suspend the Services immediately after serving on the Customer a written notice specifying the payment default or the act, omission or default upon which the suspension of the Services is based. All costs and expenses incurred by the Supplier as a result of such suspension and recommencement shall be payable by the Customer as if they were a
- variation. If pursuant to any right conferred by this Contract, the Supplier suspends the Services and the default that led to that suspension continues un-remedied subject to clause 18.1 for at least ten (10) working days, the Supplier shall be entitled to terminate the Contract, in accordance with clause 18.

Service of Notices

- Any written notice given under this Contract shall be deemed 26. to have been given and received: 26. (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in
- this Contract;
 (c) by sending it by registered post to the address of the
- other party as stated in this Contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of
- confirmation of the transmission sent by email to the other party's last known email
- Any notice that is posted shall be deemed to have been 26.2 served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been

Trusts

- If the Customer at any time upon or subsequent to entering in 26.3 to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Supplier may have notice of the Trust, the Customer covenants with the Supplier as
- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund:
- Trust and the trust fund; the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity:
- (c) the Customer will not without consent in writing of the the Customer will not without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Customer as trustee of the Trust;

 - any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the

 - (iv) any resettlement of the trust property

General

Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).

Arbitration Act 1996 or its replacement(s).

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the

conditions snall be invalid, violi, niegal or unentioreable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any Contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts of New Zealand.

The Supplier shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Supplier of these terms and conditions (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services).

to darlages with ruler in circumstances shall exceed the Price of the Services). The Supplier may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.

The Customer cannot licence or assign without the written approval of the Supplier. The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the 26.5 Customer agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier may amend their general terms and conditions for subsequent future Contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Supplier to provide Services to the Customer. outerwise at sour line as the customer intends a future request for the Supplier to provide Services to the Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into

this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

PART II - MAINTENANCE OR PUMP SERVICES

- Acceptance
 These terms and conditions may be meant to be read in conjunction with the Supplier's Loan Form, and:
 - where the context so permits, the terms 'Services' or Goods' shall include any supply of Equipment, as defined therein: and
 - if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.

The Customer warrants that any structures to which the Goods are to be affixed are able to withstand the installation Goods are to be attitude are able to winstaind the installation of the Goods and that any plumbing connections (including, but not limited to, meter boxes, pipes, couplings and valves) are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, defective plumbing or dangerous access to crawl spaces) that the Supplier, or employees of the Supplier, reasonably form the opinion that the Customer's premises is not safe for the 28. installation of Goods to proceed then the Supplier shall be 28.1 installation or Goods to proceed then the Supplier shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 8.2 above) until the Supplier is satisfied that it is safe for the installation to proceed. The Supplier 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 Goods supplied shall be treated as a variation and be charged for in addition to the Price.

Customer's Acknowledgments and Responsibilities
Where the Customer has supplied materials for the Supplier to complete the Services, the Customer acknowledges and accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. The Supplier shall not be responsible for any defects in the Services, any loss or damage to the Goods (or any part thereof), howsoever arising from the use of materials supplied by the Customer: 29.3 Furthermore, whilst every care shall be taken by the Supplier, any loss or damage to the Customer's materials and/or existing fixtures, fittings or property during Services by the Supplier shall be at the Customer's own risk. The Supplier is only responsible for Goods that are replaced 30. by the Supplier, and in the event that other components, 30.1 subsequently fail, the Customer agrees to indemnify the Supplier against any loss or damage to the Services, or

Supplier against any loss or damage to the Services, or caused by the components, or any part thereof howson

The Customer accepts and acknowledges that

- Customer accepts and acknowledges trial, where the Supplier is requested to use drain/pipe 31, unblocking equipment due to the presence of plant or tree 31, root growth and/or other blockages, and if the Supplier does not recommend the use of such equipment, due to the risk of the equipment becoming lodged or stuck, as the blockages may indicate damaged pipe work, the Supplier will immediately advise the Customer of the same and shall provide the Customer with an estimate for 32.
- same and shall provide the Customer with an estimate for the full repair of the damaged pipe work; and the Supplier may require the Customer or their agent to authorise commencement of the Services in writing. If the drain/pipe unblocking equipment subsequently becomes lodged or stuck, the Customer shall be responsible for the cost of repair, replacement and/or
- responsible for the cost of repair, replacement and/or retrieval of said equipment; and the Supplier can offer no guarantee that against reoccurrence or further damage as per clause 26.3(a) or that the high-pressure hose, sani snake, plunger or equipment used will unblock the pipes and/or drain; and where the Customer specifically instructs the Supplier to clear a branch drain or section of drain, warranty will apply to the section of the drain pipe replaced only.

 where the Supplier has performed temporary repairs that:
- ere the supplier offers no guarantee against the reoccurrence of the initial fault, or any further damage caused; and the Supplier will immediately advise the Customer of the fault and shall provide the Customer with an estimate for the full repair required; and

- (f) Goods supplied may:(i) exhibit variations in shade, colour, texture, surface exhibit variations in snade, colour, texture, surface and finish, and may fade or change colour over time. the Supplier will make every effort to match batches 33. of product supplied in order to minimise such 33.1 variations but shall not be liable in any way whatsoever where such variations occur; and expand, contract or distort as a result of exposure to heat cold weather and
 - heat, cold, weather; and
 - mark or stain if exposed to certain substances; and (iv) be damaged or disfigured by impact or scratching;
- create undesirable smells caused by a system as a
- (v) create undestable shribs caused by a system as result of its normal operation.

 Unless otherwise agreed in writing between the Custome and the Supplier it shall be the Customer's responsibility t advise the precise location of all underground services on the site and clearly mark the same and if:

- (a) the Customer requests the Supplier to engage a service locator then this shall be in addition to the Price and "Dial
- locator then this shall be in addition to the Price and "Dail Before You Dig" must be consulted and any potential underground services marked on the site; and whilst the Supplier will take all care to avoid damage to any underground services the Customer agrees to indemnify the Supplier in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified and notified as ner clause 26.1 notified as per clause 26.1
- It is the intention of the Supplier, and agreed by the
 - is the intention of the Supplier, and agreed by the ustomer, that it is the responsibility of the Customer to:) ensure that the Supplier has clear and free access to the site at the agreed date/s and time/s to enable the Supplier to undertake the Services, the Supplier shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the Supplier's negligence; and
- under no circumstances will the Supplier handle removal
- under no circumstances will the Supplier handle removal of asbestos product; provide the Supplier with facilities, as specified by the Supplier, (including, but not limited to, a suitable free power source) for the duration of the Services; and provide traffic controllers to block off the area surrounding the Services if required and associated council road coaching fees.
- opening fees.

Specifications

- Specifications

 The Customer acknowledges that:

 (a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Supplier's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing
- by the Supplier;
 while the Supplier may have provided information or figures to the Customer regarding the performance of the Goods, the Customer acknowledges that the Supplier has the search faith and considerable based given these in good faith, and are estimates based on Clean Energy Council (CEC), Water Efficiency Labelling and Standards (WELS) scheme and/or industry prescribed estimates. The water efficiency may be less prescribed estimates. The water enderty may be less than estimates due to factors out of the Supplier's control (including, but not limited to, water pressure, water source, the mineral content of water based on geographical location, etc.).

Surplus Goods
Unless otherwise stated elsewhere in this Contract, Goods which the Supplier brings to the site which are surplus remain the property of the Supplier.

- Compliance with Laws
 The Customer and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be
- government, local and other public authorities that may be applicable to the Services. Notwithstanding clause 29.1 and pursuant to the Health & Safety at Work Act 2015 (the "HSW Act") the Supplier agrees at all times comply with sections 29 and 34 of the "HSW Act" with meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in control of the worksite or if in the event that they may be acting as a subcontractor for the Customer's where the Customer has engaged a thirty party head contractor.
- acting as a subcontraction for the Customer has engaged a thirty party head contractor.

 The Customer shall obtain (at the expense of the Customer) all engineering reports, certificates, and all licenses, permits and approvals that may be required for the supply of Equipment/services.

The Supplier shall have public liability insurance of at least five million dollars (\$5m). It is the Customer's responsibility to ensure that they are similarly insured.

PART III - ENVIRONMENTAL SERVICES

Acceptance
If the Supplier has been requested by the Customer to
diagnose a fault that requires investigation, disassembly
and/or testing, all costs involved will be charged to the
Customer irrespective of whether or not the repair goes

- Where the plumbing or drainage Services specifically referred to in a quotation or on an invoice includes stormwater or sewer drainage cleaning by devices such as a sani snake, CCTV camera or high pressure hoses and/or jetter heads, the Customer:
- (a) acknowledges that they have been informed that the use
- acknowledges that they have been informed that the disc of the device may damage or destroy the drainage pipes and no warranty will be offered; agrees that where such damage or destruction of the pipes occurs then any repairs or rectification shall be at the Customer's cost and as such shall indemnify the Supplier against all costs; and if during the course of drain clearing work, that the
- Supplier's equipment is caught, jammed, or broken off in the drain (including, but not limited to existing damaged
- the crain (including, but not infinite to existing damaged pipework) that any costs incurred by the Supplier for the recovery of the equipment shall be the Customer's responsibility; and the site complies with water authority standards and does not have any issues (including but not limited to, any environmental impacts, mechanical, electrical, plumbing and/or civil issues, etc.) that may impede the methods used by the Supplier to complete the Services. used by the Supplier to complete the Services.

Compliance With Laws

Compliance With Laws

The Customer acknowledges that the Supplier will provide the
Services in accordance with the contingency/project plan as
agreed between both parties and in the event that damages
are caused by sewerage spills/contamination which is beyond
the Supplier's control, the Customer shall be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising with the clean-up and/or any Environment Protection Authority (EPA) penalties that may be applicable, unless due to the negligence of the Supplier