

# THINGS ELECTRICAL LIMITED

## TERMS AND CONDITIONS FOR DOMESTIC CUSTOMERS

These are the standard “terms and conditions” of Things Electrical Limited (“**Things Electrical**”) which form the basis upon which Things Electrical will provide you with electrical services. These terms and conditions will apply unless varied by Things Electrical and you, as customer, in writing.

Any instructions received by Things Electrical for the provision of electrical services to you and any acceptance by you of a quote given by Things Electrical constitute acceptance by you of these terms and conditions.

### 1. Quotes, Estimates and Costs of Electrical Services

- 1.1 Quotes are valid for 30 days from the date of the quote. All quotes are subject to these Terms and Conditions and the *Construction Contracts Act 2002* (“CCA”). Things Electrical reserves the right to change any quoted price if there is any variation to the electrical services quoted for.
- 1.2 Estimates are approximate costs only and Things Electrical reserves the right to alter the estimate by 15% either way.
- 1.3 Unless a quote or estimate is given prior to commencement of the supply of electrical services, the price for all electrical services shall be the price stated on any invoice or payment claim.
- 1.4 Prices and quotes given by Things Electrical exclude GST and any other taxes, unless these are expressly included in the price.
- 1.5 Electricians are charged out at \$70 per hour plus GST unless agreed otherwise.
- 1.6 You may request variations or additional work to be completed. Before proceeding with a variation you may require you to confirm each variation, and its pricing, in writing.

### 2. Payment

- 2.1 Things Electrical may submit an invoice or detailed payment claim at intervals of not less than one month for work performed up to the end of each month. The value of the work so performed shall include the reasonable value of authorised variations, whether or not the value as such variation has been finally agreed between Things Electrical and you, and the value of materials delivered by Things Electrical but not yet installed. Payments shall be made within 7 days of each invoice or monthly payment claim.
- 2.2 Payment can be by cash or online banking.

### 3. Default on Payment

- 3.1 Interest on overdue payments shall accrue from the date when payment becomes due until the date of payment at a rate equal to the then current interest rate charged by ANZ Bank New Zealand Limited on business overdrafts, plus a margin of 2% per annum and such interest shall compound monthly from the date on which payment is due until payment is received in full.

### 4. Construction Contracts Act 2002 (“CCA”)

- 4.1 Our quotes and invoices are subject to the CCA. If you fail to make payment as prescribed by these terms and conditions and the CCA we have the right to suspend all work, and to take further action as set out in the CCA.
- 4.2 You hereby expressly acknowledge that:
  - (a) Things Electrical has the right to suspend work within 5 working days of written notice of its intention to do so if a payment claim is served on you and:
    - (i) The payment is not paid in full by the due date for payment and no payment schedule has been given by you; or
    - (ii) A scheduled amount stated in a payment schedule issued by you in relation to a payment claim is not paid in full by the due date for its payment; or
    - (iii) You have not complied with an adjudicator’s notice that you must pay an amount to Things Electrical on a particular date or;
    - (iv) Things Electrical has given written notice to you of its intention to suspend the carrying out of construction work under the construction contract.

- (b) If Things Electrical suspends work, it:

- (i) Is not in breach of contract; and

### 4. Construction Contracts Act 2002 (“CCA”) – 4.2(b) *continued*

- (ii) Is not liable for any loss or damage whatsoever suffered, or alleged to be suffered by you or by any person claiming through you; 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 Things Electrical exercises the right to suspend work, the exercise of that right does not:

- (i) Affect any rights that would otherwise have been available to Things Electrical under the *Contractual Remedies Act 1979*; or
- (ii) Enable you to exercise any rights that might otherwise have been available to you under the *Contractual Remedies Act 1979* as a direct consequence of Things Electrical suspending work under this provision.

### 5. Warranty

- 5.1 Subject to the conditions of warranty set out in this clause, Things Electrical warrants that if any defect in any workmanship undertaken by Things Electrical becomes apparent and is reported to Things Electrical within 3 months of the delivery of the relevant electrical services (time being of the essence) then Things Electrical will (at its sole discretion) repair the defect or replace any relevant parts.

- 5.2 The conditions applicable to the above warranty are:

- (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arising through:

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**5. Warranty – 5.2(a) continued**

- (i) Failure on your part to properly maintain;
  - (ii) Failure on your part to follow any instructions or guidelines provided by Things Electrical;
  - (iii) Any use of any part or service otherwise than for any application specified on a quote or order form;
  - (iv) The continued use of any part or service after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user;
  - (v) Fair wear and tear, any accident or act of god.
- (b) The warranty shall cease and Things Electrical thereafter in those circumstances be liable under the terms of this warranty if any product or service is repaired, altered or overhauled without Things Electrical's consent;
- (c) In respect of all claims, Things Electrical shall not be liable to compensate you for any delay in either replacing or repairing any parts or services or improperly assessing your claim;
- (d) For any goods or services not manufactured by Things Electrical the warranty shall be the current warranty provided by the manufacturer of such goods and services. Things Electrical shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.

**6. Privacy Act**

6.1 You authorise Things Electrical to:

- (a) Collect, retain and use any information about you, for the purpose of assessing your credit worthiness or marketing products and services to you; and
- (b) Disclose information about you, whether collected by Things Electrical from you directly or obtained by Things Electrical 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 you.

**6. Privacy Act – continued**

6.2 You have the right to request Things Electrical for a copy of the information about you retained by Things Electrical and the right to request Things Electrical to correct any incorrect information about you held by Things Electrical.

**7. General**

- 7.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 7.2 Things Electrical shall be under no liability whatsoever to you for any indirect loss and/or expense (including loss or profit) suffered by you arising out of a breach by Things Electrical of these terms and conditions.
- 7.3 In the event of any breach of this contract by Things Electrical your remedies shall be limited to damages which under no circumstances shall exceed the price of the electrical services.
- 7.4 Things Electrical reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions then that change will take effect from the date on which Things Electrical notifies you of such change.
- 7.5 Neither party shall be liable for any default due to any act of god, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

7.6 The failure by Things Electrical to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it effect Things Electrical's right to subsequently enforce that provision.

# THINGS ELECTRICAL LIMITED

## TERMS AND CONDITIONS FOR COMMERCIAL CUSTOMERS

These are the standard "terms and conditions" of Things Electrical Limited ("Things Electrical") which form the basis upon which Things Electrical will provide you with electrical services. These terms and conditions will apply unless varied by Things Electrical and you, as customer, in writing.

Any instructions received by Things Electrical for the provision of electrical services to you and any acceptance by you of a quote given by Things Electrical constitute acceptance by you of these terms and conditions.

### 1. Quotes, Estimates and Costs of Electrical Services

- 1.1 Quotes are valid for 30 days from the date of the quote. All quotes are subject to these Terms and Conditions and the *Construction Contracts Act 2002* ("CCA"). Things Electrical reserves the right to change any quoted price if there is any variation to the electrical services quoted for.
- 1.2 Estimates are approximate costs only and Things Electrical reserves the right to alter the estimate by 15% either way.
- 1.3 Unless a quote or estimate is given prior to commencement of the supply of electrical services, the price for all electrical services shall be the price stated on any invoice or payment claim.
- 1.4 Prices and quotes given by Things Electrical exclude GST and any other taxes, unless these are expressly included in the price.
- 1.5 Electricians are charged out at \$70 per hour plus GST unless agreed otherwise.
- 1.6 You may request variations or additional work to be completed. Before proceeding with a variation we may require you to confirm each variation, and its pricing, in writing.

### 2. Payment

- 2.1 Things Electrical may submit an invoice or detailed payment claim at intervals of not less than one month for work performed up to the end of each month. The value of the work so performed shall include the reasonable value of authorised variations, whether or not the value as such variation has been finally agreed between Things Electrical and you, and the value of materials delivered by Things Electrical but not yet installed. Payments shall be made within 7 days of each invoice or monthly payment claim.
- 2.2 Payment can be by cash or online banking.

### 3. Default on Payment

- 3.1 Interest on overdue payments shall accrue from the date when payment becomes due until the date of payment at a rate equal to the then current interest rate charged by ANZ Bank New Zealand Limited on business overdrafts, plus a margin of 2% per annum and such interest shall compound monthly from the date on which payment is due until payment is received in full.

### 4. Construction Contracts Act 2002 ("CCA")

- 4.1 Our quotes and invoices are subject to the CCA. If you fail to make payment as prescribed by these terms and conditions and the CCA we have the right to suspend all work, and to take further action as set out in the CCA.

- 4.2 You hereby expressly acknowledge that:

- (a) Things Electrical has the right to suspend work within 5 working days of written notice of its intention to do so if a payment claim is served on you and:
  - (i) The payment is not paid in full by the due date for payment and no payment schedule has been given by you; or
  - (ii) A scheduled amount stated in a payment schedule issued by you in relation to a payment claim is not paid in full by the due date for its payment; or
  - (iii) You have not complied with an adjudicator's notice that you must pay an amount to Things Electrical on a particular date or;
  - (iv) Things Electrical has given written notice to you of its intention to suspend the carrying out of construction work under the construction contract.

- (b) If Things Electrical suspends work, it:

- (i) Is not in breach of contract; and

### 4. Construction Contracts Act 2002 ("CCA") – 4.2(b) *continued*

- (ii) Is not liable for any loss or damage whatsoever suffered, or alleged to be suffered by you or by any person claiming through you; 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 Things Electrical exercises the right to suspend work, the exercise of that right does not:

- (i) Affect any rights that would otherwise have been available to Things Electrical under the *Contractual Remedies Act 1979*; or
- (ii) Enable you to exercise any rights that might otherwise have been available to you under the *Contractual Remedies Act 1979* as a direct consequence of Things Electrical suspending work under this provision.

### 5. Ownership and Risk

- 5.1 Ownership in any goods provided shall not pass to you until you have paid for the goods together with any other monies owing to Things Electrical.
- 5.2 Until payment to Things Electrical has been made, you acknowledge and agree that:
  - (a) You are the fiduciary owner of the goods and shall only deal with them as agent for and on behalf of Things Electrical;
  - (b) You will store the goods in such a way that it is clear they are the property of Things Electrical;

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**5. Ownership and Risk – 5.2 continued**

- (c) You irrevocably give Things Electrical and its agents the right to enter upon your premises without giving notice and to search for and remove any of the goods without in any way being liable to you or to any person or company claiming through you;
- (d) If you sell the goods prior to payment to Things Electrical for those goods, the proceeds of any resale will belong to Things Electrical and you must pay those proceeds into a separate account for which separate records are kept. In addition all claims which you hold against third parties shall be handed over to Things Electrical.
- 5.3 The risk in the goods shall pass to you upon delivery even though ownership of the goods may not have passed to you. If any goods are damaged or destroyed before ownership passes to you, Things Electrical is entitled to receive all insurance proceeds payable for such goods.

5.4 You agree that:

- (a) These terms and conditions constitute a security agreement for the purpose of the Personal Property Securities Act 1999 (“PPSA”) over all goods supplied to you by Things Electrical in all present and after acquired goods and services as security for all your obligations to Things Electrical, which is registerable in the Personal Property Securities Register;
- (b) Things Electrical may register a financing statement to perfect its security interest in the goods and you will sign any further documents and/or any information Things Electrical may reasonably require, to enable Things Electrical to register a financing statement;
- (c) You waive your right to receive a copy of any verification statement(s) under the PPSA and agree that you will have no rights under the PPSA, the provisions of Part 9 of the PPSA which are for the benefit of you, or place obligations on Things Electrical, shall apply only to the extent that they are mandatory.

**6. Warranty**

- 6.1 Subject to the conditions of warranty set out in this clause, Things Electrical warrants that if any defect in any workmanship undertaken by Things Electrical becomes apparent and is reported to Things Electrical within 3 months of the delivery of the relevant electrical services (time being of the essence) then Things Electrical will (at its sole discretion) repair the defect or replace any relevant parts.
- 6.2 The conditions applicable to the above warranty are:
- (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arising through:

**6. Warranty – 6.2 continued**

- (i) Failure on your part to properly maintain;
- (ii) Failure on your part to follow any instructions or guidelines provided by Things Electrical;
- (iii) Any use of any part or service otherwise than for any application specified on a quote or order form;
- (iv) The continued use of any part or service after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user;
- (v) Fair wear and tear, any accident or act of god.
- (b) The warranty shall cease and Things Electrical thereafter in those circumstances be liable under the terms of this warranty if any product or service is repaired, altered or overhauled without Things Electrical’s consent;
- (c) In respect of all claims, Things Electrical shall not be liable to compensate you for any delay in either replacing or repairing any parts or services or improperly assessing your claim;
- (d) For any goods and services not manufactured by Things Electrical the warranty shall be the current warranty provided by the manufacturer of each goods and service. Things Electrical shall be under no liability whatsoever except for the express conditions detailed and stipulated in the manufacturer’s warranty.

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- (b) Disclose information about you, whether collected by Things Electrical from you directly or obtained by Things Electrical 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 you.

7.2 You have the right to request Things Electrical for a copy of the information about you retained by Things Electrical and the right to request Things Electrical to correct any incorrect information about you held by Things Electrical.

**8. General**

- 8.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 8.2 Things Electrical shall be under no liability

**8. General - continued**

whatsoever to you for any indirect loss and/or expense (including loss or profit) suffered by you arising out of a breach by Things Electrical of these terms and conditions.

8.3 In the event of any breach of this contract by Things Electrical your remedies shall be limited to damages which under no circumstances shall exceed the price of the electrical services.

8.4 Things Electrical reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions then that change will take effect from the date on which Things Electrical notifies you of such change.

8.5 Neither party shall be liable for any default due to any act of god, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

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