



FULL BORE PLUMBING LIMITED

NZBN: 9429030498259

GST Number: 109-958-107

TERMS OF TRADE:

The following Terms of Trade apply before Full Bore Plumbing Limited will begin any client work, services or Plumbing/Gas materials supply.

ACCEPTANCE OF TERMS & CONDITIONS:

1.1 Contracting the Supplier to carry out work or acceptance of an ESTIMATE and/or QUOTE provided, constitutes acceptance by the Client of these outlined Terms & Conditions.

ESTIMATES & QUOTES:

2.1 ESTIMATES and/or QUOTES are valid for 30 days, after which we reserve the right to amend if necessary to allow for frequent pricing and/or material supply variances.

2.2 You agree the ESTIMATE and/or QUOTE can proceed smoothly, having no unforeseen difficulties for work/time delays caused by the Client, or for reasons outside the Suppliers control.

2.3 If additional work is required that could not be foreseen by the Supplier at the time of providing an ESTIMATE or QUOTE, then the Supplier may at its decision either cancel the job or charge the job for such additional work at the Supplier's usual rate.

2.4 No variations to the work originally ESTIMATED and/or QUOTED for shall be carried out without the agreement of both the Client and Supplier, once work has commenced.

2.5 Where the Client and the Supplier have agreed to the variation, the Supplier will be entitled to charge for the work involved in such variation at the Supplier's usual rate.

HOURLY RATE & PRICING:

3.1 Full Bore Plumbing Limited Supplies the Client with Plumbing, Gasfitting, Drainlaying, Solar servicing, Fisheries and Aquaculture labour, for the agreed Plumber/Gasfitter rate of **\$95.00 per hour** and the Apprentice Plumber/Gasfitter rate of **\$45.00 per hour**. IQP Backflow Testing is fixed **\$350.00** per test.

3.2 All goods and services are supplied at the price ruling at delivery date and the Supplier reserves the right to pass on to the Client any price increase incurred after the date of any ESTIMATE and/or QUOTE.

3.3 All prices as ESTIMATED are exclusive of goods and services tax (GST) unless stated otherwise.

ADDITIONAL CHARGES:

4.1 The Client agrees that the Supplier will add a Fly in / Fly out Airfare & Accomodation Contribution Charge to the Client, for undergoing any work and/or services in The Chatham Islands Territory.

4.2 The Client agrees that the Supplier will add on a Work Vehicle Usage Charge to the Client, for undergoing any work and/or services.

4.3 The Client agrees that the Supplier will on-charge any/all Freight on Client materials and/or supplies, at the rate of \$3.26 per KG (excluding GST).

INVOICE PAYMENTS:

5.1 The Client agrees to pay the invoice price (including any/all additional charges) to the Supplier:

5.1.1 As set out by the Supplier in the written ESTIMATE, QUOTE or CONTRACT:

Standard payment terms are within 7 days of invoice and will be stipulated on the Client invoice.

Progress payments or part payments may be required/requested in some instances and this will be outlined in the ESTIMATE and/or QUOTE by the Supplier, before work shall commence.

5.2 If full payment is not made by the Client to the Supplier in accordance with clause 4.1.1, then the Client will be emailed an overdue invoice reminder, to ask the Client again to make payment.

(and)

5.2.1 The Client may be asked to pay an Administration fee on any/all overdue invoices of \$20.00 per calendar month, at the Suppliers discretion.

5.2.2 The Client will be liable for all expenses incurred by the Supplier in recovering the debt, including but not limited to collection agency fee, legal fees and court costs inclusive of the disputes tribunal.

5.2.3 The Client shall be liable to pay interest at the rate of 2% above the current bank overdraft interest rate, on all overdue invoices at the Supplier's discretion.

LIABILITY ON CLAIMS:

6.1 All claims against the Supplier by the Client, must be made in writing within 7 working days of receipt of the Suppliers job completion invoice. Please send any claims via email communication directly to Matt & Lenny Bircham (Director's) at office@fullboreplumbing.co.nz.

6.2 The Supplier reserves the right at its discretion to repair or replace goods or to credit the portion of the price applicable to the goods and services, in respect of any claims accepted.

6.3 The Supplier will use its best endeavours to enforce any guarantees or warranties given by the manufacturer, of goods supplied by the Supplier.

6.4 In any event the total liability of the Supplier for any loss arising from any defect or non-compliance of the goods and services, or any other breach by the Supplier of its obligations under this agreement will not in any circumstances exceed the price quoted per item by the Supplier.

OWNERSHIP:

7.1 Property in and ownership of the goods remains with the Supplier, until all money the Client owes to the Supplier has been paid in full.

7.2 The Supplier reserves the right to register its financial interest in the goods or service on the Personal Property Securities Register.

7.3 If the Client is in default under these terms and conditions, then the Supplier will be entitled without notice to repossess the secured goods. The Client authorises the Supplier or its representatives, servants, agents or employees to enter the property where the secured goods are situated for the purpose of repossession. The Supplier will not be liable for any costs, expenses, damage or loss of any kind suffered by the Client as a result of repossession.

7.4 Any repossessed goods may be disposed of at the discretion of the Supplier and any monies gained shall first be deducted from any money the Client owes the Supplier, including any interest due and any expense occurred by the Supplier in enforcing its rights. Any surplus will be passed onto the Client.

CONSUMER GUARANTEES ACT:

8.1 Where the Supplier is supplying goods and services to the Client for business purposes within the meaning of the Consumer Guarantees Act 1993, pursuant to section 43 the provision of that act will not apply to this agreement.

INFORMATION & PRIVACY ACT:

9.1 For the purpose of facilitating the efficient running of the Suppliers business, the Client authorises the Supplier to collect all information it may require from any third parties and authorises those third parties to release that information to the Supplier.

9.2 The Client agrees that this information may be passed to a third party or to any other person to facilitate collection of debts from the Client.

9.3 Such information will be accessible to any of the Suppliers employees and/or agents who need access to it for the efficient running of the Supplier's business.

9.4 The Client may request access to and correction of this information, at any time.

CONSTRUCTION CONTRACTS ACT 2002:

10.1 Where not covered in Terms of Trade or altered under mutual agreement, the default provisions in the Construction Contracts Act 2002 will be applied to any payment claims.

10.2 Disputes will be referred to the adjudicator under the provisions in the Act.

10.3 We reserve the right to suspend work as allowed in the provisions in the Act

PERSONAL PROPERTIES SECURITIES ACT 1999:

11.1 The Client agrees that the provisions herein constitute a Security Interest in Personal Property (as those terms defined in the Personal Properties Securities Act 1999 ("PPSA") in respect of which the contractor may register a financing statement on the Personal Property Securities Register.

11.2 The client hereby waives its rights contained in sections 116,119,120(2), 121,125,126,127,129, 131 and 132 of the PPSA.

DELIVERY & RISK:

12.1 Risk in goods supplied will pass to the Client, when the goods are delivered to the delivery point.

HEALTH & SAFETY:

13.1 Full Bore Plumbing Limited is responsible for their own Health & Safety. Full Bore Plumbing will comply with the Health and Safety at Work Act 2015, any regulations made under the Act, and any health and safety policies, directives or procedures of the business.

DEFINITIONS:

Supplier: Full Bore Plumbing Limited

Client: Any person or entity that engages Full Bore Plumbing Limited for the supply of Plumbing, Gasfitting, Drainlaying, Solar servicing, Fisheries and/or Aquaculture, IQP Backflow Testing, all services, labour and/or materials.

Regards,



Matthew Bircham
Plumbing Director
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