

Terms and Conditions for the Supply of Goods and Services (Service Works + Maintenance Works)

1. What is the purpose of these terms and conditions?

- 1.1 These terms and conditions apply when the 'works required' are not covered by an existing contract or for which an IEL (Intelligent Environments Ltd) Proposal and Pricing document has not been supplied. These terms + conditions, along with communications between the client and IEL over these works, are collectively referred to as 'our agreement'.
- 1.2 Our agreement pertains to:
- our services
 - specific products, materials, systems or equipment (collectively referred to as 'the goods').
- 1.3 Once work has commenced on the 'works required' this agreement forms the basis on which Intelligent Environments Limited or any other company that is part of the Intelligent Environments Group (our, us, we) supplies the goods as outlined in our proposal and as defined in the Construction Contracts Act 2002 for or to the purchaser (you/your).
- 1.4 Our agreement will override any inconsistencies in your order to us.
- 1.5 We must accept any changes to our agreement in writing in order for those changes to be valid.
- 1.6 Any statute referred to includes any of its amendments or substitutions.
- 1.7 If any provision of these terms and conditions is invalid, that will not affect the legality of the rest of these terms and conditions.
- 1.8 We may communicate with you and serve you notices by post, facsimile or email.
- 1.9 We reserve the right to occasionally change these terms and conditions, the most current of which will be available on our website, a link to which will be provided to you.

2. What do you need to provide us with?

- 2.1 You must give us unimpeded access to the site to carry out our work in an efficient and safe manner, and unless otherwise agreed in writing, you will provide, without limitation, the following where relevant:
- proper facilities for carrying out the work, including use of goods or passenger lifts, cranes, hoists and builder's scaffolding
 - scaffolding for any work to be carried out at a height of 3.5 metres or greater
 - rubbish removal facilities
 - temporary power and water supply
 - storage space
 - ablutions and safety lighting to allow the work to be installed safely and efficiently
 - all builders' work, including penetrations and structural supports or any alteration as may be required to any part of the building to allow work to proceed
 - any required consent or other authority necessary for the work, including approvals from owners, occupiers and others.
- 2.2 Where you have agreed to provide materials or to engage other contractors or consultants to perform work, you will ensure that the relevant materials or services are provided either:
- at the time agreed or stated in our Proposal and Pricing document
 - if no time has been agreed, within a reasonable time so as not to impede the reasonable progress of our work.
- 2.3 You will ensure that:
- the specified or requested scope of our work is fit for the purpose of the building and integrated with other trades
 - you supply all information reasonably necessary for us to properly coordinate our work.
- 2.4 Any changes required to the work proposed, or to the work

reasonably foreseeable by us at the date of our proposal, will be a variation, unless the proposal states that it is a fixed price.

3. What do you agree to?

- 3.1 Once we supply goods or services to you or we undertake to provide 'works required':
- you agree to be bound by these standard terms and conditions
 - you represent that you will have sufficient funds to pay for the work as it is performed
 - you undertake to provide reasonable proof of capability to make that payment if we request you to do so
 - you authorise us to use and to collect information that we may reasonably require from you and from third parties for credit references or debt collection or otherwise relating to the performance of our agreement and any subsequent dealings we may have with you, and we reserve the right to decline acceptance if credit checks are unsatisfactory
 - we will create a job file and appoint a project manager who will liaise with you regarding the scheduling of the job.

4. What are our payment terms?

- 4.1 Your request to us to supply goods and/or services for the 'works required' is acceptance of the terms of payment.
- 4.2 We require you to make payment for the claimed amount of all of the goods and services plus GST, and without any retention by the following date:
- within 7 days of date of invoice;
 - if you have an existing credit account with IEL, then by the 20th of the month following the date of invoice.
- 4.3 Service + Maintenance Works are usually charged at our standard hourly rate(s) and associated standard fees, plus materials. If required we will provide an estimate of costs, and if full parameters for the 'works required' are known fully provided to us, we can on request provide a firm quotation. If there are any variations to job, they will be in addition to the price quoted, but under the same terms and conditions.
- Where alternate payment terms are required (such as for additional stage payments), any variation to our standard terms must be accepted by us before we commence any work or supply any of the goods.
- 4.4 If you disagree for any reason with our invoice, you must respond to us in writing, stating why you disagree, before payment is due, detailing:
- your reasons and basis of calculation for any item in the invoice that you are querying
 - a scheduled amount (the amount that you propose to pay while the queried amount is in dispute)
- 4.5 You must pay the scheduled amount by the due date. We will respond to your query over the disputed amount. If a mistake has been made we will correct it, but if we consider the invoiced item to be correct we will advise you and seek to collect payment by the remedies available to us.
- 4.6 Where work is undertaken over a period exceeding one month, we may issue payment claims/invoices for **progress payment** covering work done and costs incurred, including variations, up to the end of each month.
- 4.7 **If you do not pay us by the due date:**
- you must pay us interest on overdue payments at an annual rate of 15% simple interest calculated daily from the due date
 - you agree to pay any expenses that we may incur in recovering our debt, including legal costs on a solicitor-client basis + full solicitor/client legal costs
 - we reserve the right to suspend work on this or any other projects for you

- 4.8 **If you do not pay us within 30 days after the due date:**
- our debt recovery agency may charge you a fee equal to 25% of the unpaid portion of the debt, but not less than \$25
 - where the total costs arising from recovery of any amount owing exceeds the debt recovery fee charged, our agent is also entitled to recover those additional costs from you.

4.9 This clause is intended to be for the benefit of and enforceable by our debt recovery agency under the Contracts (Privity) Act 1982.

5. What health and safety standards must be maintained?

5.1 We will perform the work in line with all relevant health and safety requirements and with any site-specific safety requirements notified to us.

5.2 You will inform us of any workplace hazards to which we may be exposed in working on your premises and we will provide a site-specific safety plan in writing if you request us to.

5.3 We may refuse to perform work if we are not satisfied that it can be performed safely.

6. What are our limitations of liability?

6.1 We are entitled to rely on the accuracy of documents supplied to us and will not be obliged to check the accuracy or completeness of any plans, specifications, schedules of quantities or other information so provided. Any discrepancy between documents provided and the actual requirements will be a variation.

6.2 We will provide reasonable protection for our goods while the work is being installed, but we do not accept responsibility for any damage caused to our goods by anyone not engaged by us or otherwise under our direct control. The repair of any damage to our goods will be a variation.

6.3 We will:

- supply and install the brand or model of the goods nominated or specified by the manufacturer
- comply with the specified manufacturer's product literature or performance standards.

Our supply of the goods does not imply a warranty as to suitability. We may at our option supply equivalent alternative brands or models and will let you know beforehand in writing if this is necessary.

6.5 You agree that liability for any claims, damages, costs, including legal costs, and expenses resulting from any act or omission is strictly limited to the amount of any fees receivable by us in respect of the specific work or product that is the subject of the potential claim and that we are not liable for any other loss.

7. What insurance must be maintained?

7.1 We undertake to maintain insurance for public liability and for vehicles for the duration of our work on site, and will provide evidence of cover if requested.

7.2 You will insure for contractor's risk and other risks including consequential losses, fire, earthquake, theft or other damage, and will pay any excess under those policies, unless we agree otherwise in writing. Where work is being performed on an existing building, you will notify your insurer and amend any policies that may be in force. Where you do not own the building, you will ensure that the owner is so notified and amends insurances as necessary.

8. What security rights do we have?

8.1 You carry the risk of any loss, damage or deterioration to the goods when they are delivered to you or to a location nominated by you. You become the owner of the goods only when you have paid us in full for them and for any other money owing to us. Until then, we retain ownership in the goods and you hold them as bailee.

8.3 If any money remains unpaid or you are in breach of any obligation to us, you authorise us or our agents to enter your premises to recover and resell any or all of those goods.

9. What happens if there are any variations to the project?

9.1 Variations include, without limitation, any:

- change to the scope, quality or timing of the work
- circumstance that changes the cost of performing our work from that reasonably foreseeable at the time of our proposal
- other circumstance that is stated in these terms and conditions to be a variation, whether arising out of any oral or written instruction from you or your representative or otherwise.

9.2 We will advise you as soon as practicable of any additional costs arising out of any variation.

9.3 We may, at our sole discretion, on written notice withhold performance of any work that we reasonably consider to be a variation until either:

- we have received your written instruction
- you have agreed to our submission of a price for the variation.

9.4 Variations will generally be priced on the basis of time and goods (charge-up) at our normal rates and margins current at the time of performing the work.

10. When will we complete the 'required works'?

10.1 We will try to meet the reasonable target completion date that you tell us or that we agree to, and in the absence of any agreed target date, will complete our work within a reasonable time.

10.2 Unless expressly agreed, we will not be liable for any damages for completion delays. The time for completion will be extended for any event directly or indirectly causing delay, including but not limited to access, weather conditions, labour disputes, strikes, accidents, fire, changed work sequence, lack of information or approvals, or for any suspension of work.

10.3 Should it be necessary, due to circumstances beyond our reasonable control, to engage other resources or to work outside ordinary working hours to try to meet your completion target, any extra cost so incurred will be a variation.

11. What warranties do you have?

11.1 You will notify us promptly of any defects discovered in our workmanship or goods. As long as you advise us in writing within 90 days of completion of our work or any defined stage of our work, we will:

- remedy any defective workmanship
- repair or replace, at our sole discretion, any faulty goods.

11.2 We will not be liable for any consequential costs arising directly or indirectly out of any defect or failure.

11.3 This warranty is in addition to any rights you may have as a consumer under the Consumer Guarantees Act 1993.

11.4 All goods come with the manufacturer's standard warranty, which is usually between one and five years, depending on the product.

11.5 We also warrant our work for a period of 2 years from the date of installation. This warranty does not cover any defects arising from physical damage or from any changes to the original programming..

12. What laws govern the terms and conditions?

12.1 These terms and conditions are governed and interpreted in line with the laws of New Zealand.

12.2 Our failure to enforce any of these terms and conditions does not amount to a waiver of our rights and will not prejudice us to use any right or remedy in the future.

12.3 You will not assign (allocate someone else) any of your rights or obligations under these terms and conditions without our written consent.