

Project Overview

These goods and services to be supplied by Intelligent Environments Limited (we, our, us) for this project are, as applicable:

- system design
- specialist or comms cable (for internal cabling only)
- cabling diagrams, DB wiring instructions (supplied in electronic format, or if printed, maximum A3 size)
- system hardware
- programming of hardware
- labelling of units for ease of installation
- touchscreen programming
- on-site commissioning and testing
- training on the system — one occasion only, maximum one hour, unless otherwise specified in this Proposal and Pricing document (any further trainings supplied at standard hourly rate)
- administration and documentation, including 'as-builts', user manuals etc, as applicable. No printed copies larger than A3.

What goods and services are not covered?

The following are not provided by us, unless we state otherwise in writing. These works may need to be provided by others:

- Building Information Modelling (BIM) is not provided
- installation of specialist or comms cables (cabling must be carried out according to the schedule, diagram or instructions that we supply you — see the 'What warranties do you have?' section of our Terms and Conditions for the Supply of Goods and Services for further information)
- any cable required to be run underground, in conduit or otherwise, must be gel filled as per manufacturer's requirements — any gel filled cables necessary must be supplied and installed by an electrical contractor according to the connection schedule we supply
- installation of system units — output units within DBs must be wired according to our specific DB schedule, diagram, or instructions; all other units must be installed as per the drawing or schedule that we supply (any changes must be clearly documented and only made if absolutely necessary — any resulting programming adjustments will be subject to additional charges as a variation at our standard hourly rate)
- installation of any wall boxes, whether surface or flush mounted
- all 230v connections
- all wall reinforcing for display screens
- all cut outs
- fluorescent dimmable tubes require 100 hours burn in time (manufacturer's requirements) — the electrical contractor **must** ensure the burn in time is completed before we attend at site for commissioning
- programming of third party systems — where an interface is requested and supplied by us, this relates to physical hardware only; where additional programming is required by us in order to provide higher level integration with third party equipment, such programming is an 'extra' and will be charged at our standard hourly rate.

What do you agree to?

Our price within the accompanying Proposal and Pricing document is current for a period of 30 days, unless otherwise specified. If you accept our proposal after this date, please confirm the costs with us as they may be subject to change. You acknowledge that you accept work or goods from us by one of the following ways:

- signing and returning an acceptance document when required
- supplying a purchase order
- otherwise confirming your acceptance in writing
- us commencing your work or supplying any goods.

What notice do we need?

Please provide as much notice as possible before requiring hardware to be delivered to site or to switchboard builders — we require a minimum of **28 days** to allow early order of hardware from suppliers to ensure no delays occur, or longer for indent items. Please provide a minimum 10 days' notice to allow our technician's attendance to site for commissioning and testing of the system.

What happens if there are changes to the project?

Please ensure you forward any NTTs or revision documents or plans to us. If NTTs or revisions are not provided, then we cannot guarantee this pricing.

Terms and Conditions for the Supply of Goods and Services

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

- 1.1 These terms and conditions must be read together with our accompanying Proposal and Pricing document (or Estimate or Quote) and our Project Overview, and 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 If you accept our proposal, this 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 and subsequent amendments for or to the purchaser (you/your).
- 1.4 Our agreement will override any inconsistencies in your order from 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 supplied with each Proposal and Pricing document.

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 once you have accepted our proposal?

- 3.1 Once you have accepted our proposal for goods or work from us:
- 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 project 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 Acceptance of our proposal is acceptance of the terms of payment.
- 4.2 We require you to make payment for the claimed amount of all of the goods, including any of the goods that we receive for programming, plus GST, and without any retention by whichever of the following dates is soonest:
- **before delivery** of the goods to site (or other such place as you advise)
 - **by the 20th of the month** following the date of invoice.
- 4.3 If there are any variations to job, they will be invoiced separately, 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 the claimed amount, you must respond to us in writing with a payment schedule before payment is due, detailing:
- a scheduled amount (the amount that you propose to pay)
 - your reasons and basis of calculation for any item in the payment claim that you do not propose to pay in full.
- 4.5 You must pay the scheduled amount by the due date. If we disagree with your payment schedule we may refer the matter to adjudication (see the section 'How are disputes resolved?' below).
- 4.6 We will not accept contra charges unless you notify us in advance and we agree to those charges.
- 4.7 The specific payment terms stated below in clause 4.8 and 4.9 will apply to each project, unless alternative terms have been provided in writing.
- 4.8 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.
- 4.9 Progress payments are payable as follows:
- **20% of the total cost of the project is payable before we supply cable** and cabling schedules; where we do not supply the cable, you must pay the amount due before we commence the project. This allows for provision of cabling diagrams and cable to the electrical contractor for installation. Hardware is also ordered from suppliers to ensure no delays. Once we receive the hardware, programming of the units commences.
 - **35% of the total cost of the project is payable before we supply the output units**, pre-programmed and labelled, ready

for ease of installation by the electrical contractor. Hardware cannot be delivered to site or to the electrical contractor for installation before this payment is made.

- **35% of the total cost of the project is payable before we supply the input units**, pre-programmed and labelled, ready for ease of installation by the electrical contractor. Input units cannot be supplied before this stage of payment is received. Once installed, on-site commissioning and testing can commence.

Please note: Where the acceptance of our proposal and commencement of the project coincide, or where output and input units are required within the same calendar month, the above progress payments may be combined into one or two stages in place of the standard three.

- **Final 10% of the total cost is due after the on-site commissioning is complete and before we hand-over all documentation.** On receipt of the final payment, we will provide you all documentation, including programming database, in order for the full warranties to apply. Please note: where applicable, software provided is a 30-day trial version and an activation key (included in the documentation outlined above) is necessary to upgrade to the full version.

Where you have a credit account set up with us our payment terms still apply as outlined above, but at our discretion, we may allow payment on the 20th of the month following date of invoice. If payment is not made on due date, no further materials will be supplied until your account is current, and we may then cancel the credit arrangement and payment will then be due prior to any future supply of materials.

4.10 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 give 5 working days' notice of our intention to suspend work
- we will resume work when the overdue payment has been made in full, and all costs and losses incurred in suspending and resuming work will be a variation
- we reserve the right to cancel our agreement if that suspension continues for more than 10 working days, and you will be liable for all costs and losses including loss of profit arising out of such termination.

4.11 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.

4.12 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 not perform any design, design checks, calculations, inspections, certifications or tests that may be required for a Certificate of Compliance or for any other requirement under the Building Act 2004 or otherwise, unless we expressly agree otherwise. Where we are required to design part or all of the work, our design will be based on information provided to us, which will include:

- the construction sequence and temporary works
- special requirements related to building use, occupancy or performance.

- 6.4** 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 & professional 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.
- 8.2** You agree that we may register a financing statement under the Personal Property Securities Act 1999 to give us a perfected security in any of the goods supplied.
- 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 change to our proposal 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:

	<ul style="list-style-type: none"> • we have received your written instruction • you have agreed to our submission of a price for the variation. 		<ul style="list-style-type: none"> • the addition of compatible hardware and software • correct compatible transformers being used on all lighting circuits.
9.4	Variations will generally be valued on the same basis or rates as the corresponding original work. Where work does not directly correspond to our proposal, or cannot be performed in the most economical manner, variations may, at our sole discretion, 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.	11.7	The warranties are also subject to: <ul style="list-style-type: none"> • installation of Cat5, or any other specialist or comms cable by an electrical contractor, being carried out to accepted industry standards • origins and destinations being correct as per wiring diagrams provided by us • all circuits being tested and proven correct before connection to our equipment
10.	When will we complete the project?		
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.		If the cable is not correctly installed, or if it is damaged in any way, we cannot warrant that the system will operate correctly and will bear no responsibility for costs involved in replacing or repairing the faulty wiring; we are willing to provide advice or training on correct cabling procedures on request.
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.	12.	What rights do we have to cancel our agreement?
10.4	Where relevant, you will ensure that the work of other relevant trades is completed so as to allow our finishing or commissioning work to proceed. We will notify you in advance of our requirements.	12.1	We will be entitled to cancel all or any part of our agreement, in addition to our other remedies, if: <ul style="list-style-type: none"> • we have suspended your work for more than 10 days due to your non-payment • you fail to meet any obligation under our agreement or under any other contract or obligation with us • you become insolvent • a receiver is appointed in respect of your assets • you no longer carry on business or threaten to cease carrying on business • an arrangement with your creditors is made or likely to be made • your ownership or effective control is transferred or the nature of your business is materially altered • you fail to allow us unimpeded access to the site to carry out the work in an efficient and safe manner, or to provide proper facilities for carrying out the work, or builders work required for the work to proceed, or any required consent or other authority necessary for the work.
10.5	When our work, or a section of our work, has been completed we may request that you accept that work in writing. Within 5 working days of that written request, unless you notify us otherwise, that work will be deemed complete and you will be responsible for its on-going protection.	13.	How are disputes resolved?
10.6	You will not unreasonably withhold acceptance of our work and our work will be deemed complete when we hand it over to you for use.	13.1	If any dispute or difference arises in connection with work done or payments claimed, or any other matter relating to this contract, both you and we will try to resolve the matter by amicable negotiation.
10.7	We will not provide detailed drawings and maintenance manuals, unless otherwise agreed. Where we have agreed to provide detailed working drawings, they will be based on the fully detailed and dimensioned drawings that you provide. Unless otherwise agreed, 'as-built' drawings will comprise the drawings to which the work was installed, marked up to show any variations to the completed installation. These will normally be supplied in electronic format, or where required will be printed to a maximum of A3. BIM files will not be provided.	13.2	Either you or we may at any time refer any dispute to adjudication in terms of Part 3 of the Construction Contracts Act 2002, or any relevant subsequent amendments and may refer any matter that is not finally resolved by adjudication to arbitration under the Arbitration Act 1996.
10.8	No allowance has been made for any maintenance work, unless otherwise stated in our Proposal and Pricing document.	14.	What laws govern the terms and conditions?
11.	What warranties do you have?	14.1	These terms and conditions are governed and interpreted in line with the laws of New Zealand.
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: <ul style="list-style-type: none"> • remedy any defective workmanship • repair or replace, at our sole discretion, any faulty goods. 	14.2	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.
11.2	We will not be liable for any consequential costs arising directly or indirectly out of any defect or failure.	14.3	You will not assign (allocate someone else) any of your rights or obligations under these terms and conditions without our written consent.
11.3	This warranty is in addition to any rights you may have as a consumer under the Consumer Guarantees Act 1993 and any subsequent legislation.		
11.4	All goods come with the manufacturer's standard warranty, which is usually between one and five years, depending on the product. The manufacturer's warranty usually provides replacement product but any labour charges are not covered.		
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. Where a product is determined to be faulty and a replacement product is to be programmed and installed, those labour costs will be chargeable at our standard hourly rate.		
11.6	The above warranties are subject to:		