

## Terms and Conditions 2015

“Concrete Specialists NZ Ltd” shall mean CSNZ Ltd. Or CSNZ, or any agents or employees thereof.

“Customer” shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing services.

The following terms and conditions, in conjunction with our quotation, and/or credit application, constitute the entire contract between us as supplier of goods and services, and you our customer, for carrying out work in accordance with the Construction Contracts Act 2002 (the CCA).

These terms and conditions will not be superseded or amended by any invitation to tender, conditions of purchase, subcontract or head contract conditions, or otherwise unless stated in our quotation or expressly agreed by us in writing.

**1. Acceptance of Quotation** - Your acceptance of this quotation should be confirmed in writing prior to commencement of work, but in the absence of written acceptance our commencement of work will be taken as your acceptance by conduct.

Our quotation is based on costs and charges at the date of quotation. Unless the quotation states that it is a fixed price, any changes in costs arising from sources beyond our control, including fluctuations in labour costs, prices of materials and services, shall be a variation. By acceptance of our quotation you represent that you will have sufficient funds to pay for the work as it is performed, and undertake to provide reasonable proof of capability to make such payment if so requested by us.

**2. Notices Correspondence** - any notices may be written and served by post, facsimile, e-mail, txt or in person.

**3. Completion Times** - We will endeavour to meet the reasonable target completion date made known to us or agreed by us, and in the absence of any agreed target date will endeavour to complete our work within a reasonable time. Unless agreed we will not be liable for liquidated or other damages for completion delays. The time for completion shall be extended for any event directly or indirectly causing delay including but not limited to: access, weather conditions, accidents, changed work sequence, lack of information or approvals, or for any suspension of work. Should it be necessary, due to circumstances beyond our reasonable control, to engage other resources or to work outside ordinary working hours (7.30am to 5pm on "working days" as defined in the CCA) to endeavour to meet your completion target, any extra cost so incurred will be a variation.

**4. Design and Performance** - New concrete needs to be cured for a minimum period of 28 days before over coating. Unless specified, we have made no allowance to remedy incorrect falls or fill / patch low areas of existing substrate.

**There is no accurate measure for moisture content of the concrete substrate. We have therefore made no allowance to remedy the effects of possible water / moisture / dampness emanating from beneath the concrete substrate. Any such moisture could compromise the topping system, rework to repair the topping system due to moisture damage will be a variation.**

Aggregates used in Exposed Aggregate Concrete and or Polished Concrete are natural products and can vary in colour, shape and size. These variations can also change the shade of the concrete matrix. We have no control over existing stains or marks in floors, porousness, colour changes or distribution of aggregate in concrete.

CSNZ applies products to manufacturers' specifications, we cannot however guarantee any performance claims made by manufacturers' or held liable for irregularities in their products.

Concrete is a porous man-made product and no two floors are the same; we will however do our utmost to achieve a uniform finish when using coatings, clear seals, or polishing.

CSNZ Ltd, will not perform any design, design checks, engineering calculations or engineer's inspections, certifications or tests that may be required under the Building Act or otherwise. The supply of nominated or specified materials or systems does not imply a warranty as to suitability. Clients must advise us if the concrete contains additives such as retardants, curing agents, oxides, plasticisers, densifiers, etc, as these can effect our products. Rework will be additional to our quote.

Colours chosen for overlay products whether from a colour chart, a computer monitor, or physically viewed will be as supplied by the manufacturer in the customers' chosen colour and as detailed in the quotation. Due to the batching process colours may vary from the actual colour. Sealer and product texture can also have an influence on the final colour. Overlays and added colour washes are manually applied by operators to floors and no two floors will be exactly the same in colour and texture and you agree there may be some variations which CSNZ will not be responsible for such variations.

Should we be required to do so CSNZ will take all care but no responsibility for the movement of chattels, plant etc.

**5. Quotation Variations** -Concrete grinding, sealing and polishing finishing is dependent upon the condition of the concrete, for which we will not be held responsible. Our quote is for a depth of grinding, not an amount or evenness of aggregate exposure. Sometimes concrete can be more porous and require additional coat/s of sealer or primer. This will be a variation to the quotation.

CSNZ will apply toppings only in the correct weather conditions and with entirely dry concrete. Moisture and damp emanating from below the surface could compromise the topping system, rework to repair the topping system due to moisture / damp damage will be a variation to the quotation.

You agree the cost for unseen work discovered while carrying out the agreed work will be performed as and invoiced at our normal rates as additional work and materials if not included in this quotation. This will be a variation to the quotation.

Protection of the floors after these treatments is of vital importance, the customer agrees it is their responsibility to do so on completion of our flooring treatment. The repair of any damage to our work and equipment shall be charged as a variation.

We may at our sole discretion, withhold performance of any work that we reasonably consider to be a variation until we have received your instruction.

**6. Claims and Payment** - Our Standard terms of payment are; a 50% deposit not less than 7 days prior to commencement and the balance due immediately on invoice.

Where work is for a construction company or subcontractor, credit accounts will only be offered when requested and where all credit criteria has been met. Any work performed prior to credit approval will be due for payment on completion.

Retentions do not apply to this contract. Invoices and payment claims may be issued for progress payments when work undertaken exceeds 1 month. Payment of the claimed amount plus GST and without any retention is due and payable immediately upon invoice.

If you disagree for any reason with the claimed amount, you must respond to us in writing with a payment schedule within 5 days of invoice date, detailing a scheduled amount (the amount that you propose to pay) and your reasons and basis of calculation for any item in the payment claim that you do not propose to pay in full. You will pay the scheduled amount by the due date. If we disagree with

your payment schedule we may refer the matter to adjudication (refer Disputes and Differences). If payment is not received within 7 days of due date on the invoice a 5% late payment fee shall be charged and due immediately and You will pay penalties on overdue payments at an annual rate of 24%, calculated daily from the due date, plus any expenses that may be incurred by us in recovering our debt including full solicitor/client and legal costs. If Payment is not made by the due date we also reserve the right to suspend work. Work shall resume when the overdue payment has been made in full, and all costs and losses incurred in suspending and resuming work shall be a variation. We reserve the right to terminate the contract if payment is not received within 7 days, and you will be liable for all costs and losses including loss of profit arising out of such termination.

Ownership of any goods and materials supplied by us shall remain our property until paid for in full. If any money remains unpaid or you are in breach of any obligation to us, we, or our agents are authorised by you to enter your premises to remove and resell any or all of those goods and materials. Until full payment is made you also allow us unimpeded access to repair or otherwise alter the surface finishes we have created. You agree that we may register a Financing Statement under the Personal Property Securities Act 1999 to give us a Perfected Security in any goods supplied.

**7. Warranty** any warranties expressed by us do not cover issues caused by the deficiency, failure, movement or cracking of the substrate or de-lamination due to moisture, osmosis or prior contamination. Skirting boards and other surfaces that meet the floors may need repairing and/or repainting at the customers cost. We accept no responsibility for damage caused to our work by anyone not in our employ or for damage caused by animals, insects, weather, leaks or other things beyond our control. You must notify us promptly of any defects discovered in our workmanship or materials. We will address any defective workmanship and at our sole discretion repair or replace any faulty material reported to us in writing within 30 days of completion of the work or any defined stage of the work, or within any longer period agreed or stated in our quotation. We shall not be liable for any consequential costs whatsoever arising directly or indirectly out of any defect or failure. The Client agrees that any liability that we accept, shall not exceed the contract amount for that specific task.

**8. Care and Maintenance** - Cleaning of our surface is usually quite easy. Customer should avoid using ammonia, solvent or abrasive based cleaners, as these will attack the sealers and surface of the product. Surfaces finished with a surface sealer should be resealed every 3-5 years depending on use. An alternative, is to apply a surface polish that can be periodically buffed.

The Customer agrees and understands that: - A non-slip surface is achieved with some sacrifice to the cleanability to maintain a clean surface.