



## Standard Terms and Conditions of Trade

### 1. Definitions

Contractor means Jelli Trading Ltd t/a City Concrete Cutters. Client means the person or entity engaging our services including any authorised agent. Contract includes these terms, quotes, and agreed variations.

### 2. Quotes and Scope

Quotes are valid for 30 days and must be accepted in writing. Quotes may be withdrawn prior to acceptance. Costs may change due to supplier or regulatory increases. Increases above 6% + GST will be notified.

### 3. Payment Terms

Payment is due on the 20th of the following month or upon completion. Progress invoices may be issued. Overdue accounts incur 5% per annum interest and a \$20 monthly admin fee. We may suspend work for non-payment. Recovery costs including legal fees apply.

### 4. Ownership and PPSA

Ownership remains with us until full payment is received. We may register a financing statement under the PPSA. If unpaid, we may recover materials to the extent permitted by law.

### 5. Variations

Variations include additional work or time required and will be recorded and charged separately at applicable rates.

### 6. Health and Safety

We comply with the Health and Safety at Work Act 2015. The Client must ensure a safe site, hazard identification, and isolation of services.

### 7. Consents

The Client is responsible for obtaining all building, resource, and other consents unless agreed otherwise.

### 8. Plans and Documentation

We rely on the accuracy of plans provided. We retain intellectual property rights for all documents we prepare.

### 9. Completion and Delays

We will complete work within agreed or reasonable timeframes. We are not liable for delays due to weather, supply issues, client delays, or events outside our control. Time extensions and cost recovery may apply.

### 10. Force Majeure

Neither party is liable for delays caused by events beyond reasonable control including natural disasters, pandemics, labour disputes, or supply chain issues.

## **11. Unforeseen Conditions**

Hidden conditions such as underground services, asbestos, or structural defects are excluded and will incur additional costs if discovered.

## **12. Underground Services**

The Client is responsible for locating services and engaging specialist scanning providers. We are not liable for unidentified services.

## **13. Warranties and Consumer Law**

Work is covered by Building Act implied warranties. Defects must be notified within 12 months. Where services are for business purposes, the Consumer Guarantees Act 1993 does not apply to the extent permitted by law.

## **14. Limitation of Liability**

To the maximum extent permitted by law, our liability is limited to the value of services supplied. We are not liable for indirect or consequential loss.

## **15. Insurance**

The Client must ensure appropriate site insurance is in place. Our insurance details are available on request.

## **16. Client Responsibilities**

The Client must provide accurate information, ensure safe access, and ensure all services are identified and isolated.

## **17. Suspension and Termination**

We may suspend work for non-payment. Either party may terminate the contract for material breach. Termination does not affect accrued rights.

## **18. Dispute Resolution**

Disputes will be resolved in good faith in accordance with Schedule 6 of the Building Regulations.

## **19. General**

These terms are governed by New Zealand law. All pricing is in NZD and exclusive of GST unless stated otherwise.

## **20. Concrete Cracking Disclaimer**

The Client acknowledges that concrete may crack due to factors outside our control including ground movement, existing conditions, shrinkage, curing processes, or vibration from cutting, drilling, or demolition works. To the maximum extent permitted by law, Jelli Trading Ltd t/a City Concrete Cutters is not liable for any cracking, movement, or damage to concrete or surrounding structures resulting from these factors.