



Date: 25.02.2025

Dear **Wayne Smith**

We are pleased to submit our Quotation for the following work:

Your Reference:

Our Reference: J029333

Location: 3 Victoria Terrace, Ohau

Description: New Connection - Estimate (selling land)

Our Quotation for the performance of this work is **\$12,000.00** (excluding GST) or **\$13,800.00** (including GST).

We will require a bond of **\$6,900.00** payable prior to commencement of the work.

This Quotation is valid for a period of 30 days from the above date provided that the actual commencement date of the work is within 30 days of the date of acceptance. Where the actual commencement date of the work is more than 30 days from the date of acceptance, we reserve the right to amend the Quotation for any increases in the cost of labour, materials, duties or levies.

All goods or services provided by us are supplied subject to Electra's 'General Terms and Conditions', a copy of which is attached for your information.

Please indicate your acceptance of this quote by signing the attached 'Quotation Acceptance'. This Quotation Acceptance must be returned before the work can be scheduled.

If you have any queries or require any further information, please do not hesitate to call me on 0275688836.

Yours sincerely

A handwritten signature in blue ink, appearing to be "Kahu Spratt".

Kahu Spratt
Electra Limited

Date: 25.02.2025

Your Reference:

Our Reference: J029333

Location: 3 Victoria Terrace, Ohau

Description: New Connection - Estimate (selling land)

Our Quotation for the performance of this work is **\$12,000.00** (excluding GST) or **\$13,800.00** (including GST).

A Material 'Bond' (including GST) of **\$6,900.00** is payable before commencement of work.

We will issue a Tax Invoice on receipt of your payment.

Banking Details: BNZ 02 0668 0253729 00

(Please quote your Name or Our Reference number)

Please indicate your acceptance of this quote by signing this copy and returning it with your Bond payment/information to:

Electra Limited
PO Box 244,
Levin 5540
Attention: Kahu Spratt
E-Mail : Kahu.spratt@electra.co.nz

Acceptance

Thank you for your quotation.

We are pleased to advise that we accept this quotation. We also acknowledge that we have read and accept Electra's General Terms and Conditions.

Name: _____

Signature: _____

Date of Acceptance: _____

Anticipated Commencement Date: _____

GENERAL TERMS & CONDITIONS

All goods and services ("the goods") supplied by Electra Limited ("we/us/our") to ("you/your") are subject to the following conditions:

1. Pricing & Payment:

- a) All prices quoted are "net on site" and exclusive of G.S.T. unless otherwise stated.
- b) A contract 'Bond' may be required before work commences. A Tax Invoice will be issued for any Bond payment required. Bond amounts may be released against future invoicing at our sole discretion.
- c) Except as provided by the Construction Contracts Act 2002, all amounts invoiced by us are due and payable by the 20th of the month following the invoice date.
- d) Progress Payment Claims will be invoiced monthly and will be due for payment within 20 days of the date of our invoice, as per the Construction Contracts Act 2002.
- e) Where payment has not been received by us by the due date, interest at the rate of 2% per month shall be payable on the amount unpaid from the due date until the date of payment and we may require you to pay any costs incurred in recovering the money owed to us.
- f) Full payment for completed work may be required before commissioning.

2. Contractual obligations:

- a) The goods are supplied subject to the Construction Contracts Act 2002.
- b) All materials supplied will meet with accepted codes of practice and we reserve the right to substitute compliant materials at our discretion.
- c) Where quotations have been prepared according to a specification provided by you, any error made by you in preparing the specification is at your sole risk and expense. Any additional work required to remedy such an error will be treated as an additional work request. At your request, we will provide a quotation for the additional work, otherwise the work will be carried out on a time and materials basis.
- d) If you terminate the contract after we have started work, you must notify us in writing and you will remain liable for all costs incurred to the date of cancellation plus any costs required for the completed work to be made safe.
- e) Where the goods are acquired for the purposes of carrying on a business and to the extent permitted by the Consumer Guarantees Act 1993, the terms of that Act are specifically excluded from these terms and conditions.
- f) We may terminate the contract immediately upon giving you written notice if you materially breach this contract.

3. Risk & Title:

- a) Once the goods have been delivered to you or as directed by you the goods are at your risk.
- b) You grant to us a Security Interest in the goods and their Proceeds to secure your obligation to pay the purchase price of the goods and any other obligations to us under this contract (together "the indebtedness") and, where the goods and/or Proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the indebtedness, the Security Interest shall also extend to all of your present and after acquired personal property of which the goods form part, to the extent required to secure the indebtedness.
- c) As and when required by us you shall, at your own expense, provide all reasonable assistance and relevant information to enable us to register a Financing Statement or Financing Change Statement and generally to obtain, maintain, register and enforce our Security Interest in respect of the goods supplied, in accordance with the Personal Property Securities Act 1999 ("PPSA").
- d) You shall not change your name without first notifying us of the new name not less than 7 days before the change takes effect.
- e) You warrant that the goods are not purchased as Consumer goods.

- f) Notwithstanding any reference to a particular invoice/order, where any sum remains outstanding by you on more than one invoice/order, any payments received from you shall be deemed to be made by you and applied by us in respect of each unpaid invoice/order on a pro rata basis PROVIDED THAT where we apply payments in this manner we shall not charge interest on overdue balances that would have been cleared if the payments were not allocated pro rata.

- g) Until you have paid all money owing to us you shall at all times ensure that:

- i) the goods supplied by us, while in your possession, can be readily identified and distinguished; and/or
- ii) all Proceeds (in whatever form) that you receive from the sale of any of the goods are readily identifiable and traceable.
- iii) Where the goods are purchased by you as Inventory, nothing in this clause shall prevent you from selling and delivering the goods in the ordinary course of your business. Where the goods are purchased by you as Equipment, until you have paid all money owing to us, you shall not sell or grant a Security Interest in the goods without our prior written consent.

- h) You:

- i) agree that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA will apply to this contract; and
- ii) waive your rights under the PPSA to:
 - receive a statement of account under section 116;
 - recover surplus under section 119;
 - receive notice of any proposal of ours to retain Collateral under section 120(2);
 - object to any proposal of ours to retain Collateral under section 121;
 - not have goods damaged if we remove an Accession under section 125;
 - refuse permission to remove an Accession under section 127;
 - receive notice of the removal of an Accession under section 129;
 - apply to the Court for an order concerning the removal of an Accession under section 131;
 - redeem Collateral under section 132;
 - receive a Verification Statement in respect of any Financing Statement or Financing Change Statement registered by or on behalf of us in respect of the Security Interest created by this contract;

- i) For the purpose of this clause words and phrases starting with a capital letter shall have the respective meanings given to them under, or in the context of, the PPSA.

- j) We shall not be liable to you in contract, tort (including negligence) equity or otherwise for any loss or damage of any nature under these Terms and Conditions or in relation to any Services provided to you. In the event that Electra is held to be liable to you, such liability shall be limited to a maximum sum of \$1000.

4. We shall meet and attempt in good faith to resolve any dispute that arises

5. Nothing in these conditions or any contract shall preclude us from pursuing any other rights or remedies available at law or in equity.

6. All quotes will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.