

31st July 2023

D & R M Boot
76 Moffat Drive
Lincoln
7608

Your claim: CLM/2010/138135
Regarding damage at: 76 Moffat Drive, LINCOLN

Dear Donna-Marie & Royston

Cash settlement

On behalf of EQC, I would like to thank you for your continued patience while we worked through your claim.

We have reviewed the earthquake damage to your home, which is insured under the Earthquake Commission Act 1993 (the EQC Act) and have calculated the repair cost of the earthquake damage.

We can now provide you a cash settlement for your claim/s.

Maximum EQC entitlement per event (cap): \$115,000.00

Your total cash settlement amount across all events is **\$95,715.00** as summarised below.

Payment details (all amounts are inclusive of GST):

EQC can settle the apportioned amount of total damage to each event, in full, less any applicable excess. Excess is calculated at 1% of the amount of the total building and contents costs with a minimum of \$200 per claim.

Claim number	Event date	Claim detail	EQC entitlement	Excess deducted	Amount
CLM/2010/138135	04/09/2010	This payment			
		Total cost apportioned to this event	\$113,038.29	-\$682.94	\$112,355.35
		Less valid completed repairs** apportioned to this event			-\$16,640.35
		This payment			\$95,715.00
Excess calculation:	\$113,038.29 @ 1% = \$1,130.38 less \$447.44 previously paid CHRP excess = \$682.94				

Explanations

**Valid completed repairs

Repairs completed to the standard required under the Act and will not be affected by the work still to be done to complete the repair of earthquake damage to your residential building, have been taken into account in the overall settlement of your residential building claim(s).

IN CONFIDENCE-CUSTOMER

*****Previous cash settlements**

Cash settlement payment/s that haven't been used to carry out repairs; or where works have been completed, those works will not be affected by the work still to be done to complete the repair of earthquake damage to your residential building.

Payment paid to the mortgagee

The Certificate of Title for the property records ASB Bank Ltd as the registered mortgagee. EQC has a legal obligation to pay the mortgagee settlements above an amount set by the mortgagee. As such, the payment detailed above has been paid directly to ASB Bank Ltd and they have received notification of this payment.

Your obligations under The Earthquake Commission Act 1993

By accepting this payment from us, you are agreeing that:

- the claim information you submitted was true and accurate,
- you have not withheld any material information,
- you will inform us if any information provided later becomes incorrect, and
- you will provide any further information required for us to assess your claim.

What to do with your payment

It is important that this payment is used for the purpose of reinstatement of earthquake damaged property, as detailed in the attached settlement documentation dated 22 June 2023. Your future entitlement to EQC cover for this property may be affected if your payment is not used for this purpose. Please note that EQC may elect to pay any future settlements for claims you make for your property upon evidence of the agreed repairs being completed.

Please ensure you keep a record of all repairs completed in accordance with the settlement documentation including photos and costs incurred over the course of your repairs.

If you believe there are outstanding aspects of your claim, keep this payment(s) and I will work with you on any remaining aspects of your claim. Banking your claim settlement does not affect your current or any future entitlement(s).

If you wish to discuss the above payment or would like any further information, please contact me directly by email or phone. My details are below. I am available between 8am to 4pm Monday to Friday.

Yours sincerely

Murray Burling

Murray Burling
Settlement Specialist
MBurling@eqc.govt.nz

IN CONFIDENCE-CUSTOMER

QUOTE

Donna Marie

Date
22 Jun 2023

Expiry
22 Jul 2023

Quote Number
QU-0883

Reference
76 Moffat St

GST Number
103-112-631

Top Job Ltd
 Master Painters NZ |
 BCITO | Site Safe
 18/19 Nga Mahi Road
 Sockburn
 Christchurch
 8042
 Contact No.:
 021-837779
 027-3513009

Description	Quantity	Unit Price	Amount NZD
76 Moffat St			
-Garage 62x7,2x2,4 *Allow to plaster cracks on the walls and ceiling approx 9lm *Prep and paint all walls and ceiling	1.00	2,410.00	2,410.00
		Subtotal	2,410.00
		TOTAL GST 15%	361.50
		TOTAL NZD	2,771.50

Terms

Skirting included with same wall colour and product
 No joinery priced
 All floor/ground protection to be supplied by main contractor where needed
 No feature walls/wallpaper priced
 No external items priced
 All price are based on Resene/ Dulux/ Wattyl system.
 For oil stain, allowed for Resene product but not WoodX.
 Allowed painting colour no more than 3 , unless been advised.
 Allowed for labours and materials.
 No Allowance for access equipment over 3m unless mentioned above.
 Scaffold unless mentioned in above quote is not allowed for and will need to be supplied by others.
 The quantity in this quote is based on the drawings provided by client.
 Any variation to the above quantities or the requested works, we charge \$55/hr labour only, plus material & GST.
 No allowance for travel.
 This quotation is subject to our 'Standard Terms & Conditions of Sale' for a copy please contact our office.
 This is a quotation form under the Construction Contracts Act 2002.
 This quotation remains valid for 30 days from the above date after which a revised quotation may be necessary. Price may changed from the acceptance date due to shortage of material.
 Any variation to the above quantities or the requested works may result in a variation to the quoted price.

Balance due in full on 7 days following the completion of job.
Credit Terms to be agreed upon acceptance of quotation.
We wish to thank you for this opportunity to quote.
We look forward to being of service in the near future.

To accept the terms & conditions of this quotation, please sign below & forward a copy to our office.

Name: _____ Date: _____ Quote No: QU- _____ Signature: _____



Build Right

HOMES CONSTRUCTION

ARCHITECTURE + DESIGN + BUILD + NEW HOMES + RENOVATIONS

4th JULY 2023

ROYSTON & DONNA-MARIE BOOT

76 Moffat Drive, Lincoln

QUOTATION

EQC Repairs

SCOPE OF WORKS

Repair cracking to exterior cladding and associated works as per subcontractors' quotes.

Copy of subcontractor quotes and costing spreadsheet provided.

Sub Total	\$81,414.30
GST	\$12,212.15
TOTAL	<u>\$93,626.45</u>





Build Right

HOMES CONSTRUCTION

ARCHITECTURE + DESIGN + BUILD + NEW HOMES + RENOVATIONS

76 MOFFAT DRIVE, LINCOLN

Greg Proudfoot - Exterior Plastering & Painting	\$41,032.00
Ikon Electrical	\$1,674.00
Living Water Plumbing and Drainage	\$2,579.00
Steadfast Scaffolding includes 8 weeks hire	\$4,590.00
Mainland Roofing	\$13,308.00
BuildRight Homes	\$5,980.00
<i>Remove, store, reinstate timber steps / landing</i>	
<i>Grind out and epoxy injection repairs (35.0 LM)</i>	
PRELIMINARY & GENERAL	
Health & Safety	\$1,200.00
Travel / Cartage	\$1,490.00
Project Management (16 hours & \$135.00 per hour)	\$2,160.00
TOTAL FOR QUOTES	\$74,013.00
MARGIN (10%)	\$7,401.30
SUB TOTAL	\$81,414.30
GST	\$12,212.15
TOTAL	\$93,626.45

29 June 2023

Project Number: 87123

Build Right Homes Limited
Rex

Site visit carried out at 10.00am on Tuesday, June 27, 2023 at 76 Moffat Drive, Lincoln, Christchurch.

Introduction

Thank you for your time. Please find following my notes, scope of works and costs to achieve these works. The remedial works proposed will mitigate the damage seen, and result in an accurate resolution to the earthquake/construction damage.

Assessment - Weathertightness

Many changes have occurred to the building code in recent years. From our visual review and industry experience, consideration should be made to ensure the weather-tight integrity of your residence. This is not to suggest that your residence is leaking, rather to notify you that details and construction practices that applied when your residence was constructed may not comply with today's building code, in turn issues may arise that can be negated if acted upon.

Based on the date of construction, interconnecting substrates, general detailing by various sub-trades at the time of original construction and the visual defects showing we consider it imperative that a professional investigative report, and scope of works be furnished by a Registered NZIBS member <http://www.buildingsurveyors.co.nz> prior to any works being undertaken. This will provide further surety as to the ongoing performance of the project.

If you decide not to engage a Registered NZIBS or suitably qualified construction expert and continue with remedial works you agree and understand that the remedial/construction information contained in this letter may not reveal and detail all defects or pertinent information related to the condition of this building.

Should elevated moisture levels be detected or where signs of timber degradation are apparent then those areas will need to be reclad.

Resene Construction Systems and the applicator take no responsibility for unspecified or undetected construction items prior to or during commencement.

Builder Required

Builder required to install additional flashings, removing spouting. Other work may be required to prepare the job for plastering.

Epoxy Repairs To Block / Scaffold Required.

Remove Down Pipes , Lights & ant else in the way of the cladding.

Residence completed using a product other than Resene Construction Systems products

The above project has not been completed using products by Resene Construction Systems (Rockcote or Plaster Systems). An applicator can carry out the repairs but cannot guarantee any of the work that has been completed underneath this (as he may not be familiar with the exact procedure/products that have been used to complete the project).

Target Repair/Remedial Warranty

On completion of the repairs stated above a warranty will be issue by the registered plasterer for the following periods

15 Year Manufacturers warranty for product (Limitations apply)

5 Year Workmanship warranty for product installation (Limitations apply).

The warranty is limited to necessary repairs arising from defects in the Resene Construction Systems products supplied, and installation of any products applied by the Registered Plasterer in accordance with best current trades practice, Architectural and Resene Construction Systems specifications, at the time of installation. Does not include damage to or deterioration of the products/workmanship caused by factors beyond the control of the Manufacturers or Registered Plasterer including Structural deterioration not visible or known at the time of works being undertaken or original construction defects and / or post construction movement.

Straightening of Walls

During the replastering process we will endeavour to get the walls as straight as possible, however we are following the existing substrate /structure and are often governed by certain setouts/edges along the wall. This may mean that in certain lights there maybe deviations or imperfections that are beyond our control as a result of the condition of the existing substrate.

This Repair is a full acrylic finish & only 3-4 mm thick.

Waterblast

Resene Construction Systems recommend washing on an annual basis to prolong the life of your house. Plaster System manufacturers typically require an annual wash as a prerequisite to keeping their warranty current. Our wash service involves applying special purpose detergents and rinsing off with a relatively low water pressure using fan spray nozzles to prevent damage to the cladding. If extensive lichen, moss and mould growth is present, a stronger treatment may be required to kill the growth and spores.

Qty - 1 unit @ \$600.00 = \$600.00

Masking Sealant & Ground Protection.

Qty - 1 unit @ \$1,150.00 = \$1,150.00

Cracking Extensive - Fully Meshed PSL Coarse Mesh Render

Any repairs carried out to the existing cladding would be extremely difficult to match. Due to the finish applied to the residence and the nature of the cracks we would recommend re-plastering and re-meshing the walls to mitigate the damage.

the following is the recommended repair method.

- Remove loose material and clean the damaged surface by brushing to remove any latent dirt or loose plaster material. This may require the cutting away of fibreglass mesh to remove loose material below the mesh.
- Apply a coat of Acrylbond/Water and Multistop and brush/roll onto the entire wall surface that is being retextured.

- Apply a coat of PSL Coarse Mesh Render directly onto the entire wall area. Apply a layer of fibreglass mesh into the wet bedding plaster.
- Apply a coat of PSL Coarse Mesh Render directly onto the entire wall surface levelling it for the texture coat.
- Texture - Apply selected texture coating and sealer to a pre-defined finishing point to ensure any visual change in appearance is minimised.
- Apply the selected finishing coats of paint.

All possible care will be taken to protect existing painted surfaces, however, no guarantees can be given as to the condition to existing surfaces and how they will be affected when de-masking of the project occurs.

Qty - 224 square metres @ \$168.00 = \$37,632.00

Control Joints - Cracking along existing joint

This junction experiences differential movement due to building movement/settling. This defect is considered aesthetic in most situations and can be easily remedied during general maintenance. The remedial process requires scouring out the sealant. A bead of MS sealant is applied into the scoured out junction, this is then painted with the exterior finish coloured product. This will allow for future movement at this junction.

Qty - 15 lineal metres @ \$50.00 = \$750.00

Repaint 20 Sq m Only - Parapets

There are very fine defects in the surface which re-painting will rectify. It is recommended that when you re paint your dwelling that you consider the use of Resene X200 as your choice of paint.

2 x coats of Resene X200 in your selected colour. Please visit your local Resene ColorShop for colour selection. Once you have selected your colour please notify the contractor who will purchase the product direct from Resene Construction Systems.

All possible care will be taken to protect existing painted surfaces, however no guarantees can be given as to the condition to existing surfaces and how they will be affected when de-masking of the project occurs.

Qty - 20 square metres @ \$45.00 = \$900.00

Conclusion - May not reveal all defects

Excludes removal of down pipes, exterior fixtures, waterblasting, landscaping/retaining walls and scaffolding.

All care will be taken to protect existing surfaces and plants. However no guarantee is provided that damage will not occur. If you have special plants these are best to be removed and replanted once works are completed. All possible care will be taken to protect existing painted surfaces, however no guarantees can be given as to the condition to existing surfaces and how they will be affected when de-masking of the project occurs.

This inspection may not reveal and detail all defects or pertinent information related to the condition of this building. Such information is reliant on a full independent inspection report. Visual inspections are limited to the building elements above the ground, they are not structural or geological assessments and make no assessment of plumbing, electrical or other services. Destructive testing or inspections that require uncovering, opening up or dismantling or removing elements are not routinely undertaken. Resene Construction Systems take no responsibility for undetected items post construction or assessment.

The proposed works are limited to those specified. Rockcote Resene Ltd and the applicator take no responsibility for unspecified or undetected construction items prior to or during commencement.

Total Quotation of Repairs (excl GST)	\$41,032.00
GST	\$6,154.80
Quotation of Repairs (incl GST)	\$47,186.80

Thank you for your time, and if you have any question please call our office. When calling please reference your project number.

If you wish to confirm this quotation please sign here fill out the details below and send email/post to the writer.

Name:

Signature:

Phone:

Email:

Date:

Expected Start Date:

Regards



Signed by Greg Proudfoot Plastering Ltd



License Number
BP104499

Terms of Trade

1 Acceptance

- 1.1 These terms constitute the terms and conditions of trade between us, the Contractor of Work, and you, the Client.
- 1.2 Engaging us to carry out Work (including bookings made by telephone, email or on our website) or acceptance of a Quote from us is your acceptance of these terms and you, the Client acknowledge that you have exclusively accepted and will be immediately bound, jointly and severally, by these terms.
- 1.3 These terms apply to all Work provided by us to you from time to time (unless otherwise agreed in writing).
- 1.4 These terms express the complete agreement between us and you. There has been no representation made by either party to the other except as expressly set out in this document.

2 Price and Payment

- 2.1 Invoices will be submitted on certain milestones as set out in the Quote. If milestones or other payment schedules are not provided for in the Quote, we will issue invoices on a monthly basis or at our discretion. If the Work is delayed or suspended for any reason outside our control, we may render an invoice at the time a relevant milestone would otherwise have been achieved. Invoices are payable in full 7 days from the date of issue. If the invoice is accompanied by or is a payment claim under the Construction Contracts Act 2002, any payment schedule under that Act must be provided within that 7 day timeframe. Invoices become a receipt on payment in full.
- 2.2 Payment will be made by cash, direct credit, credit card (payments made by credit card will incur service charges) or by any other means agreed to by us.
- 2.3 Any amount which is not paid when due will incur interest at the rate of 2% per month compounding daily on the outstanding balance (both before or after any judgement, and in addition to any other rights and remedies). We also reserve the right to claim the costs of collecting any debt and our costs and disbursements including on a solicitor and own client basis.
- 2.4 Any deposit you paid shall be held by us and applied towards payment of the final invoice. If the final invoice is less than the deposit, we will refund the balance to you on issuing the final invoice. If the Quote provides for a deposit, and the deposit is not paid in full 7 days before the Work is due to start, we may at our option and without further notice suspend and/or cancel the contract for the Work, and such suspension or cancellation is without prejudice to any other rights and remedies.
- 2.5 If Works cannot be supplied at the Contract Price because of circumstances beyond our reasonable control (including but not limited to any increases in the cost of labour and materials for the Contractor), you are responsible for covering all of the Contractor's additional expenses incurred in relation to supplying these Works.

3 Validity of Payment

- 3.1 You acknowledge that:
 - (a) all payments made to your account with us are in the ordinary course of your business;
 - (b) all payments to your account are received by us on the reasonably held belief that those payments are valid unless you advise otherwise in writing; and
 - (c) by accepting any payments on or after the due date for payment we have altered our position in reliance on the validity of those payments.

4 Our Responsibilities

- 4.1 We will:
 - (a) carry out the Work with reasonable skill and care, in accordance with the plans and specifications (if any), the Building Act 2004, the Building Code and any building consents issued in respect of the Work; and
 - (b) comply with all health and safety legislation in carrying out the Work, including having all appropriate site documentation carried out and checked on a regular basis.

5 Site Conditions

- 5.1 It is essential that you ensure that the proper conditions are present on Site before we can commence Work. This includes ensuring that:
 - (a) the timber framing has no greater than 18% moisture content,
 - (b) the walls are pre-plumbed and true, including the bottom plate and foundations,
 - (c) the penetrations are flashed prior to cladding installation,

- (d) any timber blocks for fitting exterior hardware, light fittings, and downpipes are placed,
- (e) head flashings and building paper are installed properly,
- (f) exterior joinery is installed per E2/AS1,
- (g) suitable insurance is obtained for the Site and our materials stored and installed there,
- (h) the Contractor has clear and free access to the worksite at all times to enable them to undertake the Works,
- (i) scaffolding, planks, and roof crawlers are present for all areas where our agents or employees could fall more than 3 metres in compliance with s21, s22, and s53 of the Health and Safety in Employment Regulations 1995 to industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a certificate of competency and/or be fully licensed,
- (j) compliance with the Health and Safety at Work Act 2015 and industry safety standards, and
- (k) clean, dry, and lockable storage, an on-site power point, running tap water, and toilet and rubbish removal are available for our use.

6 Your Responsibilities

- 6.1 Unless otherwise agreed in writing, you are responsible for:
 - (a) ensuring that all plans and specifications supplied to us in respect of the Works are accurate;
 - (b) providing any materials, plant, and equipment required for the Work expressed to be 'client supplied' or 'owner supplied', and ensuring that such materials comply with the Building Code and are fit for purpose, and all plant and equipment complies with all health and safety legislation, codes and requirements;
 - (c) surveying the Site and advising us of boundaries and the specific location of underground utilities;
 - (d) ensuring that you have sufficient title or other legal entitlement to the Site to allow the Work to be carried out, and that we have sufficient access to the Site to carry out the Work;
 - (e) advising us of any particular hazards relating to the Site, taking all practicable steps to ensure your own safety throughout the Work, and cooperating fully in implementing our health and safety policies, environmental policies and procedures, and obligations under the relevant health and safety legislation;
 - (f) ensuring that you have sufficient funds or financing to meet your financial obligations when they fall due (and we may at any time—whether before or after the Start Date—require that proof of such funds or financing is provided); and
 - (g) obtaining all necessary consents for the Work (including for any Variations) and for obtaining a code compliance certificate (if required) when the Work is complete. (To enable us to comply with our obligations above, we may require that you provide us with a copy of all necessary consents before commencing the Work or any Variation).

7 Start Date and Completion Date

- 7.1 Subject to receiving sufficient access as set out above, we will commence the Work on the Start Date, and use best endeavours to complete the Work by the Completion Date, in each case subject to any extensions of time to which it is entitled under clause 11.

8 Variations

- 8.1 You may request Variations to the Work, which will be subject to the Contractor's agreement. With the exception of the Variations set out in clause 8.3, all Variations must be in writing and contain the following:
 - (a) a description of the work required under the Variation;
 - (b) any required amendments to the consents as issued or any additional approvals, consents or licences that will be required;
 - (c) any agreed adjustment to the Contract Price and/or the
 - (d) Completion Date for the Work.
- 8.2 Unless otherwise agreed, you may not request a Variation omitting or reducing the Work to be performed.
- 8.3 We are entitled to claim a Variation and reserve the right to change the Contract Price:
 - (a) for any emergency works required for health and safety or environmental reasons;

- (b) for additional work and/or changes to the Work caused by any consent requirements;
 - (c) if a Variation to the materials which are to be provided is requested;
 - (d) if a Variation to the Works originally scheduled (including any plans and specifications) is requested;
 - (e) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, unforeseen physical conditions, limitations to accessing the Site, obscured building defects, safety considerations, prerequisite work by any third party not being completed or of the required quality etc.) which are only discoverable on commencement of the Works;
 - (f) in the event of increases in the cost of labour and materials for the Contractor which are beyond the Contractor's control; or
 - (g) for any increase in costs arising from a failure or delay on your part in complying with these terms.
- 8.4 No allowances have been made in the Contract Price for the handling of hazardous substances (including asbestos), and we are entitled to claim a Variation for any such costs.
- 8.5 All Variations claimed under clause 8.3 shall be calculated at the hourly rate set out in the Quote. If no rate is stated, then we shall charge per meter rate of system applied, the cost of all materials, plus a margin of 10%.
- 9 Subcontractors**
- 9.1 We may, at our discretion sublet the whole or any portion of the Work to a Subcontractor without your consent.
- 9.2 We will be responsible for ensuring that Subcontractors have appropriate insurance in place.
- 9.3 We will not be liable for any loss, damages or costs (including consequential loss) arising from the Work of any Subcontractor.
- 10 Insurance**
- 10.1 You are responsible for insuring the Work (and we may at any time require that proof of such insurance is provided). We will arrange public liability insurance up to \$2,000,000 against liability for loss or damage to any property, or injury or death or illness which arises from carrying out the Work.
- 11 Delay and Extensions of Time**
- 11.1 We shall not be liable for any delay in carrying out the Work due directly or indirectly to circumstances reasonably outside our control, including your failure to comply with clause 5.1, disputes with Subcontractors, bad weather, force majeure, pandemic, accidents, fire, shortage of labour and/or materials, labour disputes, Variations, failure of suppliers to deliver, or any acts of government, territorial authority, or similar body.
- 11.2 If any of the reasons stated in clause 11.1 necessitate an extension of the Completion Date, or any other reason beyond our reasonable control necessitates an extension, we shall provide written notice to you of the extension reasonably promptly after the delay becomes apparent, together with details of the new Completion Date.
- 12 Defects Warranty**
- 12.1 We will rectify, at our expense and within a reasonable time, any defect in the Work which you notify us of within 21 days after Practical Completion, or within 12 months of completion of the Work if section 362Q of the Building Act 2004 applies to the contract. Your notice must be sufficiently detailed to clearly identify what Work you claim is defective. You must give us a reasonable opportunity to rectify any defects you identify. You shall not engage anyone else to rectify the defects until a reasonable time has elapsed and you have given us at least 20 Working Days' notice of your intention to engage someone else. If you engage someone else to rectify the defects when you are not entitled to do so, then without prejudice to our other rights and remedies, we shall:
- (a) be entitled to cancel the contract;
 - (b) be immediately discharged from any further obligation or liability in respect of the Work; and
 - (c) not be obligated to provide any information or documentation or take any other action necessary to enable a Code Compliance Certificate to be issued in respect of the Works.
- 12.2 We are not liable for any defect within reasonable tolerances, failure to achieve standards of finish or detail beyond what is required by the contract (subject to consents and Variations), defects in design, for any defect caused by or arising out of the actions of any person outside our control, fair wear and tear, or your failure to maintain the Work. We are not liable for any loss or damage if the Work is not braced in plywood or is braced in material less than 12mm thick, where damage, defects, or shadowing is caused by timber or background timber shrinkage or movement, or where loss is caused by removal of masking from pre-painted soffits.
- 12.3 These terms do not limit the implied warranties as set out in s362I to s362K of the Building Act 2004.
- 13 Suspension and Termination**
- 13.1 We may suspend the Work by notice if you default in any of your obligations under these terms, including failing or refusing to pay any invoiced amount in full by the due date for its payment. Such suspension is without prejudice to any other right to which we might be entitled.
- 13.2 We may terminate these terms and conditions with you if at any time you become bankrupt, go into liquidation, or have a receiver or statutory manager appointed, or default in your obligations under these terms and do not remedy that default within 5 Working Days of receiving a notice requiring remedy. Termination is without prejudice to any other remedies available to us whether at law or otherwise.
- 14 Delivery**
- 14.1 Delivery of the Work to the Client will occur, at the discretion of the Contractor, when the Client:
- (a) takes possession of the Works at the Site; or
 - (b) a third party nominated by the Client takes possession of the Work.
- 14.2 The Client must make all arrangements necessary to take delivery of the Works when tendered for delivery, failing which, delivery will be deemed to have been made to the Client at the Site.
- 14.3 Where the Client directs the Contractor to give a third party possession of the Works, the third party will be deemed to be the Client's agent.
- 14.4 The Contractor will not be liable for any loss or damage of any kind due to the failure of the Contractor to deliver the Work promptly, or at all, where such failure is due to circumstances beyond the control of the Contractor.
- 14.5 Any failure by the Contractor to deliver the Works will not entitle either party to treat this contract as at an end. If the Works are damaged or lost, the Contractor will lodge an insurance claim with the relevant insurer. If the loss or damage to the Works is caused by the Client in a manner that invalidates the insurance claim, then the Client will be liable for all costs.
- 15 Risk**
- 15.1 The Client acknowledges that all risk in the Work passes to the Client on delivery, regardless of whether or not the Contractor retains ownership of the Work.
- 15.2 If any Works are damaged or destroyed after delivery to the Client, but before ownership passes to the Client, the Contractor will be entitled to receive all insurance proceeds payable in respect of the Works. This applies whether or not the Contract Price has become payable under these terms. These terms by the Contractor will be sufficient evidence of the Contractor's rights to receive any insurance proceeds without the need for any person dealing with the Contractor to make further enquiries.
- 15.3 The Client acknowledges that materials provided may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. The Contractor will make every effort to match batches of product supplied in order to minimize such variations but shall not be liable in any way whatsoever where such variations occur.
- 16 Our Property on Site**
- 16.1 You acknowledge and agree that:
- (a) the legal, equitable and beneficial ownership and title to any plant, equipment, or materials we bring onto the Site remains vested in us at all times; and
 - (b) title in the Work remains vested in us until all amounts owing to us have been fully paid and you have satisfied all other obligations to us in respect of all agreements between us and you.
- 16.2 If the Contractor's materials become mixed with or incorporated in any goods, property, building or materials in such a way that they cease to exist as separate goods, the original ownership of the new goods created by that mixing will vest immediately on creation in us as co-owner of the new goods with the owner of any other materials which become part of the new goods. The co-ownership will be calculated proportionally to the value of the various component materials. Our ownership of the new goods is otherwise on the same terms of ownership of the goods originally supplied and the Client agrees to hold the resulting product on trust for the benefit of the Contractor.
- 16.3 To secure such obligations, for the purposes of the Personal Property Securities Act 1999 (PPSA), you agree that a security interest is granted in the property described in clause 16.1 (and all proceeds of that property) and any new property in terms of clause 16.2 and any other goods or personal property owned by you that has been installed

or worked on by us or which are required for the completion of the Work (together "the Secured Goods"). We may apply all payments we receive in such manner as we desire to preserve any purchase money security interest in that property. You agree that nothing in s114(1)(a), s116, s120(2), s121, s125 to s127, s129, s131, s133, s132 and s134 of the PPSA applies, and waive the right to receive a verification statement in respect of any security interest in accordance with section 148 of the PPSA.

16.4 You undertake:

- (a) to sign any documents and provide complete, accurate and up to date information which we reasonably require to register a financing statement which is a registration of the security interest on the Personal Property Securities Register;
- (b) to indemnify us for all expenses incurred in registering a financing statement on the Personal Property Securities Register or in releasing any Secured Goods;
- (c) not to register a financing statement or a change demand over the Secured Goods without our prior written consent;
- (d) to give us not less than 14 days prior written notice of any proposed change in the Client's name or any other change in the Client's details (including but not limited to, changes in the Customer's address, facsimile number or business practice); and
- (e) to immediately advise us of any material change in the Client's business practices for selling the Secured Goods which may result in a change in the nature of proceeds derived from such sales.

16.5 You agree that until we have received payment and all of your other obligations to us are satisfied, the Work, or any proceeds from the sale of the Work, will be kept separate.

16.6 Where we receive payment from you in any form other than cash, the form of payment tendered by you will not be deemed to be payment in full until it has been cleared, honoured or recognised and until then our ownership of the Work will continue.

17 Signage

17.1 You agree that we have the right to erect signage on the Site advertising ourselves during the period of the Work.

18 Business Transactions

18.1 If the Work is to be carried out for the purposes of a business, then to the maximum extent permitted by the law, all guarantees, warranties, rights, or remedies implied by the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other guarantees, warranties, or provisions that would otherwise be implied by statute or rule of law are expressly excluded.

19 Notices

19.1 All notices are to be in writing and hand delivered or sent by post or email to the addresses set out in the Quote. The address for service and postal address for us is the physical address set out in the Quote.

19.2 A notice is deemed to be received:

- (a) if personally delivered, when delivered; or
- (b) if posted, 5 Working Days after posting; or
- (c) if sent by fax, on production of a transmission report (by the machine from which the fax was sent) that indicates that the fax was sent in its entirety; or
- (d) if sent by email, when the email leaves the sender's communications system, provided that the sender:
 - (i) does not receive any error message relating to the sending of the email; or
 - (ii) receives confirmation that the email was delivered (which may include an automated delivery receipt from the recipient's communications system).

19.3 Despite clause 19.2, any notice received after 5pm, or received on a day that is not a Working Day, is deemed not to have been received until 9am on the next Working Day.

20 Dispute Resolution

20.1 If there is any dispute relating to these terms or the Work, the party raising the dispute must give the other party written notice specifying particulars of the dispute.

20.2 If negotiations between the parties do not resolve the dispute, either party may refer a dispute to adjudication under the Construction Contracts Act 2002 or bring a claim before the Disputes Tribunal or the High Court, as appropriate.

21 Cancellation

21.1 The Contractor may cancel any contract to which these terms and conditions apply or cancel provision of the Works at any time before the Works are commenced by giving written notice to the Client. On

giving such notice the Contractor will repay to the Client any sums paid in respect of the Price, less any amounts owing by the Customer to the Client for Works already performed. The Contractor will not be liable for any loss or damage whatsoever arising from such cancellation.

21.2 In the event that the Client cancels the Works the Client will be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).

21.3 Cancellation of orders for materials made to the Client's specifications, or for non-stocklist items, will not be accepted if an order has already been placed with the supplier.

22 Information and Privacy Act 1993

22.1 For the purpose of facilitating the efficient running of the Contractor's business, the Client authorises the Contractor to:

- (a) collect all information it may require from any third parties and authorises those third parties to release that information to the Contractor;
- (b) hold all information given by the Client or any third parties to the Contractor; and
- (c) use that information, including giving information to any other person to facilitate collection of debts from the Client.

22.2 The information will be collected, held and used on the condition that:

- (a) it will be held securely by the Contractor;
- (b) it will be accessible to any of the Contractor's employees and agents who need access to it for the efficient running of the Contractor's business;
- (c) the Client may request access to and correction of it at any time; and
- (d) the Contractor will destroy or return the information to the Client if requested by the Client.

23 Health and Safety

23.1 Where you own or occupy the Site at which the Work(s) are being carried out by the Contractor, the Contractor will take all practical steps to comply with the Health and Safety at Work Act 2015 and:

- (a) provide and maintain a safe working environment;
- (b) identify significant hazards and have proper procedures for dealing with emergencies that may arise; and
- (c) maintain a register of accidents and serious harm.

23.2 If there are any additional costs by the Contractor to comply with the relevant Health and Safety provisions, these costs will be apportioned on a pro rata basis per the benefit to each party.

24 Construction Contracts Act 2002

24.1 The Client hereby expressly acknowledges that:

- (a) the Contractor has the right to suspend the Works within 5 working days of written notice of its intent to do so if a payment claim is served on the Client, and:
 - a. the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or
 - b. a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or
 - c. the Client has not complied with an adjudicator's notice that the Customer must pay an amount to the Contractor by a particular date; and
 - d. the Contractor has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.
- (b) if the Contractor suspends the Works, it:
 - a. is not in breach of contract; and
 - b. is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and
 - c. is entitled to an extension of time to complete the contract; and
 - d. keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.

- (c) if the Contractor exercises the right to suspend the Works, the exercise of that right does not:
- a. affect any rights that would otherwise have been available to the Contractor under the Contract and Commercial Law Act 2017; or
 - b. enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of the Contractor suspending the Works under this provision.

25 General

- 25.1 The failure by the Contractor to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor will it affect the Contractor's right to subsequently enforce that provision. If any provision of these terms and conditions is invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 25.2 These terms and conditions and any contract to which they apply will be governed by the laws of New Zealand.
- 25.3 The Contractor will be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability will be limited to damages which under no circumstances will exceed the Contract Price).
- 25.4 The Client will not be entitled to set off against, or deduct from the Contract Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.
- 25.5 The Contractor may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 25.6 The Client agrees that the Contractor may amend these terms and conditions at any time. If the Contractor makes a change to these terms and conditions, then that change will take effect from the date on which the Contractor notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Contractor to provide any Works to the Client.
- 25.7 Neither party will be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, pandemic or other event beyond the reasonable control of either party.
- 25.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is

not insolvent and that this agreement creates binding and valid legal obligations on it.

26 Definitions

In these terms:

Client means the person(s) or entity(ies) stated as the Client(s) in the Quote.

Completion Date means the expected date on which we reasonably believe the Work(s) will be completed, subject to extensions of time and/or Variations, as stated in the Quote.

Contractor means Greg Proudfoot Plastering Limited, its successors and assigns or any person acting on behalf of and with the authority of Greg Proudfoot Plastering Limited.

Contract Price means the price for the Work calculated in accordance with the Quote and subject to any adjustments provided for in these terms.

Including does not imply limitation.

Practical Completion means both the point in time, and the stage in the progression of the Work, when the Work is so far advanced that the Site can effectively be used by you for its intended purpose, notwithstanding that certain non-critical or aesthetic features are yet to be completed or minor omissions or defects are yet to be rectified.

Quote means the letter we provided to you describing the scope of the Work and which both parties signed.

Site means the site address at which the Work is to be carried out, as stated in the Quote.

Start Date means the expected start date at which we reasonably believe physical work will commence on Site, as stated in the Quote.

Secured Goods has the meaning prescribed to it in clause 16.3 of these terms and conditions.

Subcontractor means a subcontractor engaged by the Contractor to undertake some or all of the Works on our behalf.

Variation means a variation to the Works under section 8 of these terms and conditions.

Work(s) means the plastering works and any other works stated in the Quote (subject to consents and Variations) at the Site including but not limited to painting, landscaping, electrical, gas, plumbing, building and roofing works and includes all goods and services provided by the Contractor to the Client

Working Day has the meaning given in the Construction Contracts Act 2002.

QUOTE

Rex Lawrence
774, Main North Road
Belfast 76038
Canterbury
NZ

Date
3 Jul 2023

Expiry
2 Aug 2023

Quote Number
QU-0041

Reference
76 Moffatt Drive, Lincoln

GST Number
110327633

Ikon Electrical Limited
22, Waipapa Avenue,
RD2
Diamond Harbour 8972
Canterbury
NEW ZEALAND

Description	Quantity	Unit Price	Amount NZD
To remove 17 bulkhead light fittings, 1 PIR, 1 exterior socket outlet, 2 downlights. Pull forward and make safe heatpump isolator. When repairs are done refit all the above listed fittings.	1.00	1,674.00	1,674.00
		Subtotal	1,674.00
		TOTAL GST 15%	251.10
		TOTAL NZD	1,925.10

Living Water



Specialist Plumbing & Drainage Solutions

76 MOFFIT DRIVE , LINCOLN 3/7/23

Remove and re install plumbing and gas fixtures on exterior for re plastering.

These include....

gas bottle station and pipe work

gas califont and pipe work

Gas safety cert

Sewer terminal vent

hose taps

exterior hot water pipe work to ensuite from lounge

Set up temporary hot water supply

re installation of all components once plastering is complete

Labour \$ 1885 + gst

Materials \$ 685 + gst

Vehicle \$ 90 + gst

Thank you for the opportunity to quote this project, any questions please give me a call,

Quote is valid for 30 days for acceptance to lock in current material prices.

Best regards,

Lee

-Exclusions-

1.No allowance for any resource consents, permits of inspections to carry out the above project.

2. Supply of any front of wall fixtures (can supply through my shareholder account)

3. Connection of gas prior to a house meter, or for the connection of gas mains at street connection.

4. No allowance to remove driveway concrete or trees.
5. Supply or install of any surface channel drains, sumps (none on plans)
6. connection of any irrigation systems.
7. Installation of shower linings, doors.
8. Spouting, downpipes, rain water outlets, deck / balcony outlets
9. Supply or Installation of nova coil.
10. No allowance for rock excavation.
11. No hot water cylinder works
12. Hanging of vanities
13. Installation or supply of fans, range hoods, ducting, flashings, towel rails.
14. De watering
15. No supply or installation of any water meters.
16. No scullery plumbing.
17. Floor waste gullies.
18. Pan flashings
19. Any other trades flashings/penetrations.
20. Supply or install of shower channel drains.
21. Drainage
22. No supply of any shower channel drains, shower traps
23. No allowance to re lay pavers

These prices are valid for one month from date above for acceptance so materials can be locked in at these prices otherwise material prices may vary.

Thank you for the opportunity to quote this project,

Best regards,

Lee Allnutt



QUOTE

Buildright Homes LTD

Date
3 Jul 2023

Expiry
2 Aug 2023

Quote Number
QU-0026

Reference
76 Moffat Drive

GST Number
135-760-021

Steadfast Scaffolding 2020
Limited
288 Lower Styx Road
Spencerville
Christchurch 8083
New Zealand

&6 Moffat Drive.

To deliver, erect and dismantle an access scaffold with REP to existing house for re-plaster and flashing replacement.

Description	Quantity	Unit Price	Amount NZD
Erect & Dismantle	1.00	2,500.00	2,500.00
Hire P/W	1.00	230.00	230.00
Transport	1.00	250.00	250.00
		Subtotal	2,980.00
		TOTAL GST 15%	447.00
		TOTAL NZD	3,427.00

MAINLAND ROOFING™

YOUR TOTAL ROOFING SOLUTION

1 Stark Dr, Unit 7, First Floor, Wigram 8042

P O Box 33206, Barrington, Christchurch 8244

Ph. 3 365 6714

Fax 3 365 8932

e-mail info@mainlandroofing.co.nz

Name & Address:
BUILDRIGHT

QUOTE

26363B

DATE

04/07/2023

Site Address (if different to postal)

76 MOFFAT STREET, LINCOLN

E-mail: admin@buildrighthomes.co.nz

Details of Quote: please read our 'Terms & Conditions' below

We have pleasure in quoting to supply and install as follows for the above residence, using the standard Colour range only. Secondary Colours or Matte Colours can be provided at an extra cost; also note that Secondary & Matte Colours require a 6-8 week lead time for orders.

PRICE STANDS FOR 30 DAYS IF THESE PLANS ARE CONSENTED AND DO NOT CHANGE

PARAPET STRIPING AND REMOVAL OF 3 DOWNPIPES

Strip, Supply & Install new direct fixed parapets

\$ 12,858.00 + GST

Supply & Install new Colorsteel Downpipes

\$ 450.00 + GST

NO ALLOWANCE FOR REPAIRS TO ANY ROOF FRAMING

REPAIRS TO SKYLIGHTS & FRAMING, WEATHERPROOFING, SKYDISH REMOVAL/REINSTATEMENT BY BUILDER

AS THE SKYLIGHTS ARE NOT BEING REPLACED, NOR ARE THE APRON FLASHINGS, WE ARE UNABLE TO PROVIDE ANY WARRANTY AROUND THESE AREAS

IMPORTANT NOTES: See page 3

Quote Acceptance: Print off and post/fax or simply email your acceptance of our quote with the quote number to info@mainlandroofing.co.nz

Quote Number: _____ Date: _____ Name: _____

Address: _____ Signature: _____

Deposit of \$ _____ placed into bank account 010797 0489965 00

Please include the quote number as the reference

Acceptance of this quote means the client has read, understood and accepted Mainland Roofing (2005) Ltd 's full 'Terms & Conditions' see page 2, or available on request or at www.mainlandroofing.co.nz 'info' tab.

TERMS AND CONDITIONS OF QUOTATIONS FROM MAINLAND ROOFING (2005) LTD

1. DEFINITIONS

1.1 Mainland Roofing (2005) Ltd shall mean Mainland Roofing (2005) Ltd or any agents or employees thereof.

1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer or any person purchasing products and services from Mainland Roofing (2005) Ltd.

1.3 "Products" shall mean:

1.3.1 all Products of the general description specified in the quote agreement and supplied by Mainland Roofing (2005) Ltd to the Customer; and

1.3.2 all Products supplied by Mainland Roofing (2005) Ltd to the Customer; and

1.3.3 all inventory of the Customer that is supplied by Mainland Roofing (2005) Ltd; and

1.3.4 all Products supplied by Mainland Roofing (2005) Ltd and further identified in any invoice issued by Mainland Roofing (2005) Ltd to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and

1.3.5 all Products that are marked as having been supplied by Mainland Roofing (2005) Ltd or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Mainland Roofing (2005) Ltd; and

1.3.6 all of the Customer's present and after-acquired Products that Mainland Roofing (2005) Ltd has performed work on or to or in which goods or materials supplied or financed by Mainland Roofing (2005) Ltd have been attached or incorporated.

1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.

1.4 "Products" shall also mean all products, goods, services and advice provided by Mainland Roofing (2005) Ltd to the Customer and shall include without limitation the distribution and sale of product and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by Mainland Roofing (2005) Ltd to the Customer.

1.5 "Price" shall mean the cost of the Products as agreed between Mainland Roofing (2005) Ltd and the Customer and includes all disbursements e.g. charges Mainland Roofing (2005) Ltd pay to others on the Customer's behalf (subject to clause 4) of this contract.

2. ACCEPTANCE

2.1 Any instructions received by Mainland Roofing (2005) Ltd from the Customer for the supply of Products constitute a binding contract & acceptance of the terms & conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

3.1 The Customer authorises Mainland Roofing (2005) Ltd to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any products provided by Mainland Roofing (2005) Ltd to any other party.

3.2 The Customer authorises Mainland Roofing (2005) Ltd to disclose any information obtained to any person for the purposes set out in clause 3.1.

3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993

4. PRICE

4.1 Where no price is stated in writing or agreed to orally, the Products shall be deemed to be sold at the price currently sold by Mainland Roofing (2005) Ltd at the time of the contract.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of Mainland Roofing (2005) Ltd between the date of the contract and delivery of the Products.

5. PAYMENT

5.1 When acceptance is made of a written quote the customer shall pay Mainland Roofing (2005) Ltd a 60% deposit, the balance due as per section 5.2 or 5.3 following.

5.2 Final payment for goods shall be made within 14 days of the date of the invoice unless otherwise in writing between Mainland Roofing (2005) Ltd and the customer. ("the due date").

5.3 Where works are 'staged/staggered/portioned' Mainland Roofing (2005) Ltd will issue their client with 'progress payment' invoices. Payments due as per section 5.2 previous. These will be for no more than the percentage of work completed and will include material and labour costs for the portion/s complete.

5.4 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

5.5 Any expenses, disbursements and legal costs incurred by Mainland Roofing (2005) Ltd in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

5.6 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

5.7 Failure to make payment for goods supplied or monies due under these terms and conditions will result in credit reporting agencies being notified of the customer's default.

6. QUOTATION

6.1 Where a quotation is given by Mainland Roofing (2005) Ltd for Products:

6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and

6.1.2 The quotation shall be inclusive of goods and services tax unless specifically stated to the contrary.

6.1.3 Mainland Roofing (2005) Ltd reserves the right to alter the quotation because of circumstances beyond its control.

6.2 Where Products are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products.

7. RISK & INSTALLATION

7.1 The Products remain at Mainland Roofing (2005) Ltd.'s risk until installed at the address of the customer. Unless damaged or misplaced by the customer.

7.2 Mainland Roofing (2005) Ltd will endeavour to supply and/or supply and install products within an agreed time frame, barring circumstances outside its control such as weather and supply.

8. QUANTITY

8.1 Other than stock items Mainland Roofing (2005) Ltd cannot guarantee to deliver the exact quantity of Products which the Customer has ordered and deliveries of 10% more or less than the quantity ordered shall constitute performance of the order. In such instances a pro-rata charge or deduction will apply.

9. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

9.1 Title in any Products supplied by Mainland Roofing (2005) Ltd passes to the Customer only when the Customer has made payment in full for all Products provided by Mainland Roofing (2005) Ltd and of all other sums due to Mainland Roofing (2005) Ltd by the Customer on any account whatsoever. Until all sums due to Mainland Roofing (2005) Ltd by the Customer have been paid in full, Mainland Roofing (2005) Ltd has a Purchase Money Security Interest as that term is defined in the Personal Property Security Act 1999 in all Products.

9.2 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Mainland Roofing (2005) Ltd until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to Mainland Roofing (2005) Ltd as security for the full satisfaction by the Customer of the full amount owing between Mainland Roofing (2005) Ltd and Customer.

9.3 The Customer gives irrevocable authority to Mainland Roofing (2005) Ltd to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or before default if Mainland Roofing (2005) Ltd believes a default is likely and to

remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Mainland Roofing (2005) Ltd shall not be liable for any costs, damages, expenses or losses incurred by the Customer or a third party as a result of this action, by statute such liability cannot be excluded. Mainland Roofing (2005) Ltd may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as Mainland Roofing (2005) Ltd reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

9.4 Where Products are retained by Mainland Roofing (2005) Ltd pursuant to clause 9.3 the Customer waives the right to receive notice under S.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under S.121 of the PPSA.

9.5 The following shall constitute defaults by the Customer:

9.5.1 Non-payment of any sum by the due date.

9.5.2 The Customer intimates that it will not pay any sum by the due date.

9.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.

9.5.4 Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Mainland Roofing (2005) Ltd remains unpaid.

9.5.5 The Customer is bankrupted or put into liquidation, or a receiver is appointed to any of the Customer's assets or landlord distains against any of the Customer's assets.

9.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

9.5.7 Any material adverse change in the financial position of the Customer.

10. PAYMENT ALLOCATION

10.1 Mainland Roofing (2005) Ltd may at its discretion allocate any payment received from the Customer towards any invoice that Mainland Roofing (2005) Ltd determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Mainland Roofing (2005) Ltd, payment shall be deemed to be allocated in such manner as preserves the maximum value of Mainland Roofing (2005) Ltd's purchase money security interest in the Products.

11. CLAIMS

11.1 No claim relating to the Products will be considered unless made within seven (7) days of installation.

11.2 No claims will be considered for Products that are not a manufacturer's standard stock.

12. LIABILITY

12.1 The Consumer Guarantees Act 1993, the Fair-Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Mainland Roofing (2005) Ltd which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Mainland Roofing (2005) Ltd, Mainland Roofing (2005) Ltd's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

12.2 Except as otherwise provided by clause 12.1 Mainland Roofing (2005) Ltd shall not be liable for:

12.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products by Mainland Roofing (2005) Ltd to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products provided by Mainland Roofing (2005) Ltd to the Customer; and

12.2.2 The Customer shall indemnify Mainland Roofing (2005) Ltd against all claims and loss of any kind whatsoever, however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Mainland Roofing (2005) Ltd or otherwise, brought by any person in connection with any matter, act, omission, or error by Mainland Roofing (2005) Ltd its agents or employees in connection with the Products.

13. WARRANTY

13.1 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Products except where goods are supplied, or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.

13.2 In particular information regarding weights, measurements, powers, capacities, performance and other data generally relating to Mainland Roofing (2005) Ltd Products contained in the advertising, catalogues, price lists, illustrations or other similar matter, printed or electronic, submitted to the Customer whilst given in good faith must be regarded only as approximate and intend to present to the Customer a general guide, the accuracy of which the Customer must test for itself. The Customer shall be deemed to rely upon its own judgment as to the nature and quality of the Company's products and their suitability for its purposes and not upon any representation made by Mainland Roofing (2005) Ltd, its servants or agents either orally or in writing (including any advertisements).

13.3 Product warranties can be viewed on the Mainland Roofing (2005) Ltd website or the NZ Steel or PCC websites

13.4 Installation warranty is 5 years on workmanship is applied to all work carried out by Mainland Roofing (2005) Ltd, unless specified around leaks.

14. CONSUMER GUARANTEES ACT

14.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from Mainland Roofing (2005) Ltd for the purposes of a business in terms of section 2 and 43 of that Act.

15. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

15.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Mainland Roofing (2005) Ltd agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Mainland Roofing (2005) Ltd the payment of any and all monies now or hereafter owed by the Customer to Mainland Roofing (2005) Ltd and indemnify Mainland Roofing (2005) Ltd against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

16. MISCELLANEOUS

16.1 Mainland Roofing (2005) Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

16.2 Failure by Mainland Roofing (2005) Ltd to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Mainland Roofing (2005) Ltd has under this contract.

16.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence legality & enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17. DISPUTE RESOLUTION

Mediation - any dispute arising as a result of this Contract shall be referred to mediation by a single mediator if one person is agreed upon or failing agreement then such a mediator nominated by RANZ (The Roofing Association of New Zealand) of which Mainland Roofing (2005) Ltd is a member. Arbitration - any such dispute arising out or relating to this contract which is not resolved by mediation under this clause 17(a) above, shall be determined by arbitration in accordance with New Zealand Law. The Arbitrator shall be agreed upon by the parties and should they fail to agree within twenty-one (21) days, then that Arbitrator shall be appointed by the President for the time being of the Canterbury District Law Society.

Important Notices (November 2022)

Scaffold/Edge Protection:

Roofing Generally requires Scaffold/Edge protection to meet WorkSafe regulations, where possible a separate price will be shown in our quote if we are pricing this item

Reroof framing:

Reroofing can reveal issues within the roof framing once the existing roof cladding has been removed. Mainland Roofing does not carry out any remedial framing work for twisted, warped, rotten, split roof framing. A builder is required for these repairs

Leak Disclaimer:

Leaks may be fixed during the first trip. However, leaks being leaks are notorious for being difficult to detect and it could take several more trips to rectify a problem.

- All time and travel is chargeable at our current rates.
- No guarantee is given that the leaks will be found or fixed.
- We will do our best to find the leak and repair it as quickly as possible