

Terms and Conditions

1. Definitions

- 1.1 "Seller" shall mean Contaminated Site Solutions Limited and its successors and assigns.
- 1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.3 "Guarantor" means that person (or persons), or entity that agrees herein to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5 "Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).
- 1.6 "Price" shall mean the cost of the goods as agreed between the Seller and the Customer subject to clause 4 of this contract.

2. Acceptance

- 2.1 Any instructions received by the Seller from the Customer for the supply of Goods and Services shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.
- 2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.

3. Goods / Services

- 3.1 The Goods and/or Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Customer.

4. Price and Payment

- 4.1 At the Sellers sole discretion the Price shall be either:
 - (a) The Price shall be as indicated on invoices provided by the Seller to the Customer in respect of Goods and/or Services supplied; or
 - (b) The Price of the Goods shall, subject to clause 4.2, be the Seller's quoted Price, which shall be binding upon the Seller provided that the Customer shall accept in writing the Sellers quotation within thirty (30) days.
 - (i) The price can be fixed or at the Sellers sole discretion can be varied – for instance, because of changes in the cost of inputs to the goods or services supplied.

- (ii) The price is exclusive of GST-New Zealand Goods and Services Tax of currently 15% and exclusive of any other taxes or duties. GST and any other taxes or duties are to be added to the Price.
- (iii) The price may be either a firm quote or only an estimate as clearly indicated by the Seller.

- 4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Seller's quotation and will be shown as extras on the invoice. Payment for all extras must be made in full at their time of completion.
- 4.3 Time for payment for the Goods and/or Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods and/or Services.
- 4.4 At the Seller's sole discretion, a progress payment of 50% for "preliminary work" and/or "ongoing work" shall be made in accordance with the Seller's delivery schedule.
- 4.5 At the Seller's sole discretion, payment for approved Customers shall be due on 20th each month following the posting of a statement to the Customer's address or address for notices.
- 4.6 At the Seller's sole discretion, for certain approved Customers payment will be due seven (7) days following the date of the invoice.
- 4.7 Payment will be made by cash, or by cheque, or by credit card, or by bank cheque, or by direct credit, or by any other method as agreed to between the Customer and the Seller.
- 4.8 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

5. Delivery of Goods and Services

- 5.1 Delivery of the Goods and Services shall be made to the address advised by the Customer.
- 5.2 The Customer shall make all arrangements necessary to provide access for the Goods and/or Services on the date agreed to.
- 5.3 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 5.4 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) or Services promptly or at all.

6. Cancellation

- 6.1 The Seller may cancel these terms and conditions or cancel delivery of Goods and/or Services at any time before the Goods are delivered and/or Services are provided, by giving written notice. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 6.2 At the Seller's sole discretion the Customer may cancel delivery of Goods and/or Services. In the event that the Customer cancels delivery of Goods and/or Services the Customer shall be liable for any costs incurred by the Seller up to the time of cancellation.

7. Customers Disclaimer

7.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Customer acknowledges that he/she buys the Goods and/or Services relying solely upon his/her own skill and judgement and that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Customer and shall not be transferable to any subsequent Customer.

8. Contractual Remedies Act

8.1 The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if Section 15(d) of the Act which states that nothing in the Act shall affect the Sale of Goods Act 1908, were omitted from the Contractual Remedies Act 1979.

9. Consumer Guarantees Act 1993

9.1 This agreement is subject, in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of the Consumer Guarantees Act 1993.

10. General

10.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

10.2 All Goods and/or Services supplied by the Seller are subject to the laws of New Zealand and the Seller takes no responsibility for changes in the law that affect the Goods and/or Services supplied.

10.3 The Seller shall be under no liability whatsoever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.

10.4 In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

10.5 Neither party shall be liable for any default due to any act of God, terrorism, war, strike, lock out, industrial action, flood, storm or other event beyond the reasonable control of either party.

10.6 The Customer shall not set off against the Price amounts due from the Seller.

10.7 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

10.8 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Customer of such change.