

Terms and conditions of trade for Johnson Fencing & Retaining Walls (Johnson 1982 Ltd) V2.1

Please note: Options items in the quote, need to have the box ticked, when accepting the quote. If you want to add the options later on, there maybe additional costs in doing so.

A current, full copy, of our terms and conditions of trade can be found on our website www.fencingcontractor.co.nz .

A. Quotes/Estimates: Any quotes or estimates provided by the Company are valid for 30 days and may be subject to change due to unforeseen variations in material costs or other external factors.

B. Payments: - A part payment of 50% of the total quoted amount is required before commencement of work unless otherwise agreed upon. The remaining balance is due upon completion of the project. Any delays in payment may incur late payment fees and debt recovery cost added to the outstanding amount.

C. Permits: It is the responsibility of the client to obtain necessary permits unless otherwise agreed upon in writing before works start. The Company can assist in obtaining these but any associated costs will be billed to the client.

D. Project Delays: The Company will not be held responsible for delays caused by weather, supply shortages , or other events beyond our control.

E. Payment is due within 7 days of the job being completed. Failure to pay in full by the due date, voids all warranty's given or impliedness otherwise agreed upon before starting the job.

F. Within the quote, we presume no rock on site. If we hit rock during the job, we will contact you and ask how you want to proceed. Any and all rock related work will be charged on top of the quote, unless it is stated in the quote that the site has rock in or on it.

G. By agreeing to engage our services, you agree to our terms and conditions of trade, please see the website for the full terms and conditions of trade. www.fencingcontractor.co.nz . Acceptance: By engaging the services of Johnson Fencing, the client agrees to our terms and conditions.

H. Freight charges are not included in quote and should be read as additional cost, on top of the quote, unless specified, at time of quote. They maybe added at time of invoicing.

For a full copy of our terms and conditions of trade, please email us or check out our website.

Quotes/Estimates: Any quotes or estimates provided by the Company are valid for 30 days and may be subject to change due to unforeseen variations in material costs or other external factors.

General:

These terms and conditions apply to any products and/or services provided by Johnson 1982 Ltd ("the Company") to the client.

1. Construction contracts for jobs that are over \$NZD30,000 or works that last longer than 30 days, are subject to construction contracts, that contract will over ride this document.

2. Estimates: Any quotes or estimates provided by the Company are valid for 30 days and may be subject to change due to unforeseen variations in material costs or other external factors.

3. Payments: - A deposit of 50% of the total quoted amount is required before commencement of work unless otherwise agreed upon. - The remaining balance is due upon completion of the project. - Any delays in payment may incur late payment fees.

4. Permits: It is the responsibility of the client to obtain necessary permits unless otherwise agreed upon. The Company can assist in obtaining these but any associated

costs will be billed to the client.

5. Project Delays: The Company will not be held responsible for delays caused by weather, supply shortages, or other events beyond our control.

2 / 3

6. Warranty: The Company offers a six month warranty on labor and materials (unless stated), excluding any damages caused by external forces or misuse. twelve

milometer paling fences are only covered by a nighty day warranty as they are a budget option and prone to twisting and cacking. all issues must be reported with in the warranty time. Warranty void on 12mm pilings if painted or stained .

7. Cancellation: If the client cancels after work has commenced, the client will be responsible for any costs incurred to that point, including restocking fees for materials.

8. Damage: Johnson 1982 Ltd is not responsible for any underground damages (e.g., utilities, water pipes) unless they have been clearly marked by the client or a thirdparty

professional.

9. Ownership of Materials: All materials remain the property of the Company until full payment has been received.

10. Liability: The Company's liability for any damage, loss, or injury arising directly from its negligence shall be limited to the cost of rectifying the work.

11. Dispute Resolution: Any disputes arising under these terms and conditions shall first be attempted to be resolved through negotiation. If unsuccessful, mediation may

be sought before resorting to litigation.

12. Governing Law: These terms and conditions shall be governed by and construed in accordance with the laws New Zealand

13. Amendments: These terms may be changed by the Company at any time without notice.

14. Acceptance: By engaging the services of Johnson 1982 Ltd the client agrees to these terms and conditions.

15. Payment is due within 7 days of the job being completed. Unless otherwise agreed upon before starting the job.

16. Any works outside the original estimate or quote will be classified as a variation. Upon client approval, such works will be completed on a time and materials basis.

17. In the event of any overdue account, the Customer shall be liable for interest on the overdue amount at the rate of 15% per annum calculated daily from the due date

until payment in full, together with all costs and expenses (including debt collection agency fees and legal costs on a solicitor-client basis) incurred in recovering or

attempting to recover the overdue amount, and the Supplier reserves the right to refer any overdue account to a third-party debt collection agency.

18. Terms can be updated at any time with out written notice, or any other notification.

3 / 3