



Matrix Electrical Services Ltd - Standard Terms and Conditions

1. General

This quotation is made upon and subject to the inclusion of the following terms and conditions.

2. Acceptance

Unless stated to the contrary, this quotation is open for acceptance for a period of 30 days from the date of quotation. Acceptance after that date will be subject to written confirmation by Matrix Electrical Services Ltd. Matrix Electrical Services Ltd reserves the right to withdraw the quotation at any time before receipt of a written acceptance or order.

3. Limits of Contract

This quotation includes only such goods, accessories, and work as are specified therein.

4. Variations to Work

(a) Any extra work beyond that specified in this quotation or any reduction in the work specified may be re-quoted by Matrix Electrical Services Ltd, but in the event of a price not being agreed for variations prior to execution of the varied work the same shall be to the Purchaser's account at the normal charge out rates in force by Matrix Electrical Services Ltd at the time of performance of the work. Matrix Electrical Services Ltd undertakes to reduce the quoted sum by the amount originally included for such work prior to variation.

(b) In addition a date will be set by which full and final details of Purchaser's requirements must be advised. Variations after this date will be priced in accordance with paragraph 4 (a) above. In addition, deletions and substitutions may be subject to a cancellation charge.

5. Performance and Liability for Faults

(a) The Purchaser acknowledges that excluding equipment supplier warranties, all other representations warranties promises or statements (if any) made by, or on behalf of, Matrix Electrical Services Ltd which the Purchaser may be relied on, have been relied on at the Purchaser's risk entirely and Matrix Electrical Services Ltd does not accept any legal liability for the accuracy of the same.

(b) To the extent that they may be applicable the Contractual Remedies Act 1979, are hereby expressly excluded and in the event of any liability of what ever nature be established against Matrix Electrical Services Ltd in any way under this Agreement, the Purchaser's remedies shall be limited to the remedies provided in this Agreement provided however that where this Agreement does not provide for a remedy for the matters referred to the Contractual Remedies Act 1979, the Purchaser's sole and exclusive remedy for misrepresentation or repudiation or breach of contract or for any other matters shall be damages and such damages shall be limited to the sum of \$100.

6. Force Majeure

Matrix Electrical Services Ltd shall not be liable for any delay in the provision or delivery of the goods or services directly or indirectly caused by force majeure which term is to include: acts of god, fire, riot, war, embargo, strikes, labour disputes, theft, delays in delivery by sub-suppliers, prohibition of export or import, confiscation, action or interference by any governmental or other authority or any other occurrences (whether or not similar in nature to those specified above) beyond the control Matrix Electrical Services Ltd. In such event Matrix Electrical Services Ltd shall be entitled to determine the contract on giving reasonable written notice or to make delivery of the goods and services which the Purchaser agrees to accept whenever such cause of delay has been remedied.

7. Extra Cost

In the event of the suspension or cancellation of the work by the Purchaser's instructions or lack of instructions, the contract price may be increased to cover any extra expense thereby incurred by Matrix Electrical Services Ltd.

8. Transfer of Risk

Unless otherwise stated in this quotation all quotations are for the cost of work up until the date the work is completed by Matrix Electrical Services Ltd and for the purposes of this contract such date is termed 'the completion date'. Risk passes to the Purchaser on such date.

9. Title

Title to the goods shall pass to the Purchaser when the Purchaser has paid all that is owing to Matrix Electrical Services Ltd no matter on what grounds. Until the date of payment of all that is owing to Matrix Electrical Services Ltd the Purchaser shall keep the goods in question for Matrix Electrical Services Ltd in the capacity of a fiduciary owner and if required shall store the goods in such a way that they can be recognised as such.

10. Terms of Payment

(a) Unless otherwise stated in this tender all prices are in New Zealand currency.

(b) At Matrix Electrical Services Ltd sole discretion for certain approved customers payment in full shall be made by the 20th of the month following date on which goods and services have been provided or lodgment of claim for progress payments.

(c) At Matrix Electrical Services Ltd sole discretion for certain approved customers payment in full shall be seven (7) days following the date of invoice.

(d) Matrix Electrical Services Ltd shall be entitled to progress payments for work carried out including variations to the end of each month. Payment is due without retention or set-off by the 20th of the month following invoicing but not later than 15 working days after the claim is served.

(e) Where Matrix Electrical Services Ltd's claim is in the form of a payment claim under section 20 of the Construction Contracts Act 2002 the latest time for payment under section 21 of the Act shall be 15 working days after the date of the claim.

(f) No contra charges will be accepted unless Matrix Electrical Services Ltd have been informed in writing in advance of the circumstances and expected costs and have an opportunity to inspect and/or carry out any work or remedial work.

(g) Matrix Electrical Services Ltd reserves the right to charge interest on overdue accounts at the current ASB overdraft rates plus 5% per annum.

(h) Should the customer default on payment of any invoice when due, the customer shall indemnify Matrix Electrical Services Ltd from and against all of Matrix Electrical Services Ltd costs and disbursements including the cost of legal representation and in addition all of Matrix Electrical Services Ltd nominees costs of collection.

11. Retentions

Any agreement to retentions shall be made in writing and limited to 5% of Matrix Electrical Services Ltd tender price, due for release three (3) months after commissioning of the scope of works agreed to in this tender or required by any statute or regulation.

12. Limitation of Damages

(a) No liquidated damages are payable.

(b) The Purchaser agrees to indemnify and hold Matrix Electrical Services Ltd its servants and agents and each of them harmless against all claims, losses or damages arising directly or indirectly out of the Purchaser's use, possession or ownership of the goods or services provided or any part thereof.

13. Recovery of Increased Costs

(a) Statutory Requirements - Any increase in costs due to a requirement to conform with any Act of Parliament, Order of Council or to any order regulation or by-law made with statutory authority by government departments or by local body or other authorities, introduced since the date of this quotation, shall be to the Purchaser's account.

(b) General Increases - Any rise or fall in the cost of materials labour or transport shall be to the Purchaser's account.

14. Legal Construction

The contract shall in all respects be construed and operate as a New Zealand contract and in conformity with the Laws of New Zealand.

15. Arbitration

If at any time any question, dispute or difference whatsoever shall arise between the Purchaser and Matrix Electrical Services Ltd upon, in relation, or in connection with any contract arising from this quotation either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall thereupon be referred to the arbitration in New Zealand of a person to be mutually agreed upon, or failing agreement, of some person appointed on the application of either party by the President of the Institutions of Professional Engineers New Zealand. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of Arbitration Laws in force in New Zealand.