

Pavecraft Company (2015) Limited – Terms & Conditions of Trade

1.	Definitions	(a) hairline cracking of paving and grout; or	(i) failure on the part of the Client to follow any instructions or guidelines provided by the Contractor; or
1.1	"Contractor" means Pavecraft Limited T/A Pavecraft, its successors and assigns or any person acting on behalf of and with the authority of Pavecraft Limited T/A Pavecraft.	(b) damage caused by contact with chemicals, solvents, oils or any other substances; or	(ii) any use of any Goods otherwise than for any application specified on a quote or order form.
1.2	"Client" means the person buying the Goods (and/or the hired Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.	(c) the effects by elements such as heat exposure or wet weather conditions that prolong the life of the Goods.	(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
1.3	"Goods" means all Goods or Services supplied by the Contractor to the Client at the Client's request from time to time, where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	The Client acknowledges and agrees that it is its responsibility to organise and be liable for all costs associated with protecting the concrete and shall take all reasonable precautions to protect against destruction or damage by way of vandalism. In the event that the concrete is damaged or destroyed due to vandalism then the cost of repair or replacement shall be borne by the Client.	(v) fair wear and tear, any accident or act of God.
1.4	"Equipment" means all Equipment including any accessories supplied on hire by the Contractor to the Client (and where the context so permits shall include any supply of services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by the Contractor to the Client.	The Contractor shall not be liable for any defect in the Services if the Client does not follow the Contractor's recommendation to:	(b) the Contractor shall not be liable for any defect in the workmanship is repaired, altered or overhauled without the Contractor's consent.
1.5	"Price" means the Price payable for the Goods/Equipment hire as agreed between the Contractor and the Client in accordance with clause 5 below.	(a) water the concrete for a periodically to limit the risk of possible cracking due to weather conditions;	(c) in respect of all claims the Contractor shall not be liable to compensate the Client for any damage to either replacing or remedying the workmanship or in properly assessing the Client's claim.
2.	Acceptance	(b) no foot traffic and/or any vehicles on the concrete for a minimum of forty-eight (48) hours but preferably seven (7) days;	For Goods not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Contractor shall not be bound by nor be responsible for any test certificate, representation or warranty other than that which is given by the manufacturer of the Goods.
2.1	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods/Equipment.	(c) no heavy furniture to be placed on the concrete area for a minimum of twenty-four (24) hours.	Consumer Guarantees Act 1993
2.2	These terms and conditions may only be amended with the Contractor's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Contractor.	Where the Contractor gives advice or recommendations to the Client, or the Client's agent, regarding the suitability of the works for the laying of concrete slabs, foundations or similar Services and such advice or recommendations are not acted upon then the Contractor shall require the Client or their agent to authorise commencement of the Services in writing. The Contractor shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.	21.1 The Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Contractor to the Client.
3.	Electronic Transactions Act 2002	(d) the Contractor will not be liable for any damage to pathways, driveways and concrete caused by the Contractor's equipment and for depositing all unused concrete and slurry.	22. Intellectual Property
3.1	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.	9.1 At the completion of the Services the Client or the representative of the Client shall be in attendance and the Services shall then be duly measured. In the absence of either the Client or their representative the Contractor shall carry out the necessary measurements and forward to the Client their calculations. If the Client does not object to the calculations within seven (7) days of receipt of the same then it shall be deemed acceptance of the same and the Services completed.	22.1 Where the Contractor has designed, drawn or developed Goods/Equipment for the Client, the Contractor shall retain copyright in any designs and drawings and documents shall remain the property of the Contractor.
4.	Change in Control	10. Insurance	22.2 The Client warrants that all designs, specifications or instructions given to the Contractor will not be altered, modified or amended in any way without the Contractor's prior written consent.
4.1	The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number), or any change in the Client's details, to the Contractor. If the Client fails to do so, the Contractor as a result of the Client's failure to comply with this clause.	10.1 The Contractor shall have public liability insurance of at least \$5m. It is the Client's responsibility to ensure that they are similarly insured.	22.3 The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or otherwise any and all information, any documents, designs, drawings or Goods which the Contractor has created for the Client.
5.	Price and Payment	11. Access	23. Default and Consequences of Default
5.1	At the Contractor's sole discretion the Price shall be either:	11.1 The Client shall ensure that the Contractor has clear and free access to the work site at all times to enable them to undertake the Services. The Contractor shall not be liable for any loss of access to the work site, whether by limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of the Contractor.	23.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
5.2	The Contractor reserves the right to change the Price:	12. Measurement of Concrete Services	23.2 If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency fees, bank and dishonour fees).
5.3	(a) if a variation to the Goods which are to be supplied is requested; or	12.1 Prior to the Contractor commencing any Services the Client must advise the Contractor of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil services, and any other services that may be present on the site.	23.3 Further to any other rights or remedies the Seller may have under this contract, if a Buyer has purchased the Goods from the Contractor by credit or hire purchase and subsequently reverses the Buyer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 23, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Buyer's obligations under this contract.
5.4	(b) if a variation to the Services originally scheduled (including any applicable plans or specifications) are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, hard rock barriers below the surface, soft underground conditions, additional top soil or similar required, prerequisite work by any third party not being completed, adverse weather conditions, limitations to accessing the site, safety considerations) which are only discovered on commencement of the Services; or	12.2 Whist the Contractor will take all care to avoid damage to any underground services the Client agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per the Contractor's Clause 12.1.	23.4 Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Goods/Equipment to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.
5.5	(c) in the event of increases to the Contractor in the cost of labour or Goods which are beyond the Contractor's control.	13. Dimensions, Plans and Specifications	23.5 Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:
5.6	At the Contractor's sole discretion a non-refundable deposit of up to forty percent (40%) of the Price may be required prior to the commencement of the Services.	13.1 All customary building industry tolerances shall apply to the dimensions and measurements of the Goods.	(a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;
5.7	The Contractor may submit a detailed payment claim at intervals not less than monthly for work performed up to the date of the claim. The value of work to be performed shall include the reasonable value of authorised variations and the value of materials delivered to the site but not installed.	13.2 The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.	(b) the Client has requested that the Contractor supply the Goods to the Client on credit or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
5.8	Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be:	13.3 If the giving of an estimate or quotation for the supply of Goods involves the Contractor estimating measurements and quantities it shall be the responsibility of the Client to verify the accuracy of the Contractor's estimated measurements and quantities, before the Client places an order based on such estimate or accepts such quotation.	(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
5.9	(a) on delivery of the Goods/Equipment;	14. Compliance with Laws	24. Dispute Resolution
5.10	(b) by way of instalments/progress payments in accordance with the Contractor's payment schedule;	14.1 The Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.	24.1 All disputes and differences between the Client and the Contractor touching and concerning this contract shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.
5.11	(c) for certain approved Client's, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;	14.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Client to undertake the Services.	25. Assignment
5.12	(d) the date specified on any invoice or other form as being the date for payment; or	14.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.	25.1 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Client. On giving such notice the Contractor shall be deemed to have repudiated the contract and the Client shall be liable to pay the Contractor the full amount of the contract price.
5.13	(e) failing any notice to be received, the date which is seven (7) days following the date of any invoice given to the Client by the Contractor.	15. Title to Goods	25.2 In the event that the Client cancels delivery of the Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the Client's cancellation.
5.14	At the Contractor's sole discretion payment of the Price shall be subject to retention by the Client of an amount (hereafter called the "retention money"), being equal to a percentage of the Price as agreed in writing by the Client. The Client shall hold the retention money for the agreed period following completion of the works during which time all works are to be completed and/or all defects are to be remedied.	15.1 The Contractor and the Client agree that ownership of the Goods shall not pass until:	25.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.
5.15	Payment may be made by cash, cheque, electronic/on-line banking, or by any other method as agreed in writing by the Client and the Contractor.	15.2 Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment of the contract price of payment has been honoured, cleared or recognised.	26. Price Act 1993
5.16	Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other agreement for the sale of the Goods/Equipment. The Contractor will deliver the Goods to the Client on the same day or on the same day as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	15.3 It is further agreed that:	26.1 The Client authorises the Contractor or the Contractor's agent to:
6.	Delivery	(a) until ownership of the Goods passes to the Client in accordance with clause 15.1 that the Client is only a bailee of the Goods and must return the Goods to the Contractor on request.	(i) access, collect, retain and use any information about the Client;
6.1	Subject to clause 6.2 it is the Contractor's responsibility to ensure that the Services start as soon as it is reasonably possible.	(b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.	(ii) (including any overdue fines balance information held by the Ministry of Justice) for any purpose relating to the Client's obligations under this contract.
6.2	The Services commencement date will be put back and the completion date extended by whatever time it takes for the Contractor to complete an extension of time (by giving the Client written notice) where completion is delayed by an event of force majeure, the Contractor's control, including but not limited to any failure by the Client to:	(c) the Client must not dispose of, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on request.	(iii) for the purpose of marketing products and services to the Client.
6.3	(a) make a selection; or	(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the Contractor and the Contractor must sell, dispose of or return the resulting product to the Contractor as so directed by the Client.	(iv) disclose information about the Client, whether collected by the Contractor from the Client directly or obtained by the Contractor from any other source, to any other credit reference agency or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
6.4	(b) have the site ready for the Services; or	(e) the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Goods are kept and recover possession of the Goods.	26.2 Where the Client is an individual the authorities under clause 26.1 are authorities or consents for the purposes of the Privacy Act 1993.
6.5	(c) notify the Contractor that the site is ready.	(f) the Contractor may recover possession of any Goods in transit whether or not delivery has occurred.	26.3 The Client shall have the right to request the Contractor for a copy of the information about the Client retained by the Contractor and the right to request the Contractor to correct any incorrect information about the Client held by the Contractor.
6.6	At the Contractor's sole discretion the cost of delivery is included in the Price.	(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Contractor.	27. Equipment Hire
6.7	The Client must take delivery by receipt of collection of the Goods/Equipment whenever there is tender for delivery. If the Client is unable to take delivery of the Goods/Equipment as arranged then the Contractor shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.	(h) the Contractor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.	27.1 Equipment shall at all times remain the property of the Contractor and is returnable on demand by the Contractor. In the event that Equipment is not returned to the Contractor in the condition in which it was delivered the Contractor retains the right to charge the Client the cost of repairing the Equipment. In the event that the Equipment is not returned at all the Contractor shall have right to charge the Client the full cost of replacing the Equipment.
6.8	The Contractor may deliver the Goods/Equipment separately to each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	16. Personal Property Securities Act 1999 ("PPSA")	27.2 The Client shall:
6.9	Any time or date given by the Contractor to the Client is an estimate only. The Client must still accept delivery of the Goods/Equipment even if the Client is not liable for any loss or damage incurred by the Client as a result of the delivery being late.	16.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:	(a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment to a third party;
7.	Risk	(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and	(b) not alter or make any additions to the Equipment in any way without the Contractor's prior written consent, or make any alterations, additions, changes, clean and in good order to the Equipment or in any other manner interfere with the Equipment;
7.1	If the Contractor retains ownership of the Goods under clause 19 then:	(b) the Client's interest is taken in all Goods/Equipment and/or collateral (account) – being a monetary obligation of the Client to the Contractor for Services – that have previously been supplied and that will be supplied in the future by the Contractor to the Client.	(c) the Client shall comply with all maintenance schedule as advised by the Contractor to the Client.
7.2	(a) where the Contractor retains ownership of the Goods all risk of loss of the Goods shall pass to the Client on delivery of the Goods to the Client immediately after the time that either:	16.2 The Client undertakes to:	27.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, the Contractor's interest in the Equipment and agrees to indemnify the Contractor against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance coverage any loss, damage or injury to property or persons arising out of the use of the Equipment, and shall be liable for any and all claims for damages or compensation in connection with the use of the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
7.3	(i) the Client or the Client's nominated carrier takes possession of the Goods at the Contractor's address; or	(a) redeliver the Goods to the Contractor or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register.	28. Construction Contract Act 2002
7.4	(ii) the Goods are delivered by the Contractor or the Contractor's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address).	(b) the Client irrevocably authorises the Contractor for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods/Equipment charged thereby;	28.1 The Client hereby expressly acknowledges that:
7.5	Where the Contractor is to both supply and install Goods then the Contractor shall maintain a contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client.	(c) the Client is not to register, or permit to be registered, a financing statement or a financing charge in relation to the Goods/Equipment and/or collateral (account) in favour of a third party without the prior written consent of the Contractor; and	(a) the Contractor may at its sole discretion suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client;
7.6	Notwithstanding the provisions of clause 7.1 if the Client specifically requests the Contractor to leave Goods outside the Contractor's premises for collection or to deliver the Goods to an unattended location then such materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Client's expense.	(d) immediately advise the Contractor of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from the sale of the Goods.	(i) the payment is not paid in full by the date for payment and no payment schedule has been given by the Client; or
7.7	The Client must be on site to supervise the marking out of the fence line, placement of boundary pegs and during the installation of the Services. If the Client fails to comply with this clause then the Contractor accepts no responsibility for installation decisions that need to be made by the Contractor in the Client's absence.	16.3 The Contractor and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.	(ii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to the Contractor by a particular date; and
7.8	Whilst the Contractor will take all due care during installation the Contractor will not accept any responsibility for pavers damaged during installation.	16.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.	(iii) the Contractor has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.
7.9	Where the Contractor is to both supply and install Goods then the Contractor shall maintain a contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client.	16.5 Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.	(b) if the Contractor suspends work, it:
7.10	The Contractor shall be responsible for the removal of any existing fencing (including existing footings), trees and shrubs to allow the Contractor clear access along the proposed fence line prior to commencement of work by the Contractor unless otherwise agreed in writing 6.2 shall be in addition to the Price. The Contractor's under no circumstances shall undertake the removal of asbestos.	16.6 The Client shall unconditionally ratify any actions taken by the Contractor under clauses 16.1 to 16.5.	(i) is not in breach of contract; and
7.11	The Client acknowledges that the Client is their responsibility to remove any existing fencing (including existing footings), trees and shrubs to allow the Contractor clear access along the proposed fence line prior to commencement of work by the Contractor unless otherwise agreed in writing 6.2 shall be in addition to the Price. The Contractor's under no circumstances shall undertake the removal of asbestos.	17. Security and Charge	(ii) 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
7.12	The Client acknowledges that the Client is their responsibility to remove any existing fencing (including existing footings), trees and shrubs to allow the Contractor clear access along the proposed fence line prior to commencement of work by the Contractor unless otherwise agreed in writing 6.2 shall be in addition to the Price. The Contractor's under no circumstances shall undertake the removal of asbestos.	17.1 In consideration of the Contractor agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	(iii) is entitled to an extension of time to complete the contract; and
7.13	The Client acknowledges that the Client is their responsibility to remove any existing fencing (including existing footings), trees and shrubs to allow the Contractor clear access along the proposed fence line prior to commencement of work by the Contractor unless otherwise agreed in writing 6.2 shall be in addition to the Price. The Contractor's under no circumstances shall undertake the removal of asbestos.	17.2 The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's agent to act on all necessary acts to give effect to the provisions of this clause 17 including, but not limited to, signing any document on the Client's behalf.	(iv) keeps its rights under the contract including the right to terminate the contract; and
7.14	The Client acknowledges that the Client is their responsibility to remove any existing fencing (including existing footings), trees and shrubs to allow the Contractor clear access along the proposed fence line prior to commencement of work by the Contractor unless otherwise agreed in writing 6.2 shall be in addition to the Price. The Contractor's under no circumstances shall undertake the removal of asbestos.	17.3 The Contractor shall be responsible for the removal of any existing fencing (including existing footings), trees and shrubs to allow the Contractor clear access along the proposed fence line prior to commencement of work by the Contractor unless otherwise agreed in writing 6.2 shall be in addition to the Price. The Contractor's under no circumstances shall undertake the removal of asbestos.	(c) if the Contractor exercises the right to suspend work, the exercise of that right does not:
7.15	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	18. Client's Disclaimer	(i) the Contractor makes a charge to these terms and conditions, then that charge 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 Goods/Equipment to the Client.
7.16	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	18.1 The Contractor disclaims any right to rescind, or cancel any contract with the Contractor or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Contractor and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.	29. General
7.17	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	18.2 The Client shall inspect the Goods/Equipment on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Contractor an opportunity to inspect the Goods/Equipment within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods/Equipment shall be presumed to be free from any defect or damage. For defective Goods/Equipment, which the Contractor has agreed to replace, the Client shall be deemed to have accepted the replacement of the Goods/Equipment (the Contractor's discretion) replacing the Goods/Equipment or repairing the Goods/Equipment. Goods/Equipment will not be accepted for return for any reason other than those specified in clause 19.1 above (or in the case of Equipment hire, normal termination of Equipment hire in accordance with the full terms and conditions herein).	29.1 The failure by the Contractor to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Contractor's right to suspend or terminate the contract for any reason. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
7.18	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	19. Warranty	29.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and shall be subject to the jurisdiction of the courts of New Zealand.
7.19	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	19.1 The Client shall inspect the Goods/Equipment on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Contractor an opportunity to inspect the Goods/Equipment within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods/Equipment shall be presumed to be free from any defect or damage. For defective Goods/Equipment, which the Contractor has agreed to replace, the Client shall be deemed to have accepted the replacement of the Goods/Equipment (the Contractor's discretion) replacing the Goods/Equipment or repairing the Goods/Equipment. Goods/Equipment will not be accepted for return for any reason other than those specified in clause 19.1 above (or in the case of Equipment hire, normal termination of Equipment hire in accordance with the full terms and conditions herein).	29.3 The Contractor shall 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 for indirect damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).
7.20	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	20. Warranty	29.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because of any claim or dispute.
7.21	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	20.1 Subject to the conditions of warranty set out in Clause 20.2 the Contractor warrants that if any defect in any workmanship of the Contractor becomes apparent and is reported to the Contractor within any time stated in writing by the Client, the Contractor shall, at its option, repair the workmanship (either at the Contractor's sole discretion) replace or remedy the workmanship.	29.5 The Contractor may license or sub-contract all or any part of its rights and obligations without the Client's consent.
7.22	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	20.2 The conditions applicable to the warranty given by Clause 20.1 are:	29.6 The Client agrees that the Contractor may amend these terms and conditions at any time. If the Contractor makes a charge to these terms and conditions, then that charge 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 Goods/Equipment to the Client.
7.23	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	(a) the warranty shall not cover any defect of damage which may be caused or partly caused by or arise through:	29.7 The Client shall be taken to have accepted such changes if the Client makes a further request for the Contractor to provide Goods/Equipment to the Client.
7.24	The Contractor gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of concrete that may occur naturally in the curing process as such:	(i) failure on the part of the Client to properly maintain any Goods; or	29.8 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.

Please note that a larger print version of these terms and conditions is available from the Contractor on request.