“Important” Terms and Conditions:

PAYMENT

1. All goods remain the property of Straight Up Roofing Ltd until paid for in full.

2. Payment claims are under the Construction Contracts Act 2002.

3. Unless otherwise agreed payment is due within 14 days of invoice.

4. Progress payment will be submitted throughout the duration of the works undertaken Final payment is due 7 days after final invoice.

5. The warranty for both materials and workmanship will not be given until full payment has been received.

6. We retain the right to charge interest and collection costs on late paid accounts. In the event of overdue payment, interest shall accrue on the invoice amount at 2% per month. At the companies discretion, a fee of $15 (to cover administrative expenses and as a penalty) shall be charged per reminder for overdue payment submitted to the client.

GENERAL Customer Term and Conditions

1. These Terms and Conditions shall apply to the Agreement for the supply of Services and/or Products by the Supplier to the Customer and shall supersede any other documentation or communication between the Supplier and the Customer.

2. Any variation to these Terms and Conditions must be agreed in writing by the Supplier.

3. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services and/or Products, by virtue of any statute, law or regulation.

4. Nothing in these Terms and Conditions shall affect the Customer’s statutory rights as a Consumer.

5. This quotation is based on the Construction Contracts Act 2002

6. Weather conditions play a major role for a roofer, we do not accept the responsibility for time delays due to weather.

7. It is advisable that you take out renovation insurance or similar for the duration of the project. We do not accept any responsibility for water damage or other damages caused while the roof is not fully finished. We will however make the roof as water tight as possible during the works.

8. Scaffold and or Edge Protection is the responsibility of the principal contractor unless otherwise stated.

9. No allowance to re-position or re-connect TV DISH OR ANTENNA. This is Not a liability of Straight Up Roofing for disruption of either analogue or digital TV reception during the scaffold period.

10. Where the Customer requests Straight Up Roofing Ltd to estimate the quantity of the goods to be supplied from sketches, plans, schedules, specifications or otherwise, the Customer agrees to pay for any variation between the estimate and the actual quantities supplied and the Contract shall be deemed to be adjusted accordingly. Straight Up Roofing Ltd will issue an invoice for variations.

11. If the customer changes the scope of the work or requests extra work outside the original estimate the Contract shall be deemed to be adjusted accordingly. Straight Up Roofing Ltd will issue an invoice for extra work.

12. The Original Contract Price shall be adjusted for any increase in the cost of materials that could not reasonably have been foreseen by Straight Up Roofing Ltd at the time this Job was priced, and which would otherwise have the effect of eroding the Straight Up Roofing Ltd's profit margin. Straight Up Roofing Ltd must be able to substantiate the increase by reference to written evidence such as quotations or invoices, both of the supplier pricing that formed the basis of the Original Contract Price, and the increased price of the same item. Straight Up Roofing Ltd shall whenever reasonably practicable, resist any price increases and procure materials on the basis of fixed prices that cannot be increased during the course of the contracted Work.

13 . All variations are to be written and signed before the specified variation work is undertaken by Straight Up Roofing.

14. Any instructions received by Straight Up Roofing from the customer for the supply of products and services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

15. No allowance has been made for Retentions or Damages, liquidated or otherwise

16. No allowance has been made for any special contract conditions

17. No allowance has been made for repair or damage caused by other trades

18. No allowance for protection to our works and material for the duration of our contract

19. No allowance for flashings to any other part of the building besides work directly associated with the metal cladding and roofing unless specifically noted by Straight Up Roofing.

20. No allowance for Structural or Electrical Works , Timber or Concrete and Steel Works to facilitate our trade

21. No allowance has been made for chase cuts / saw cuts

22. No allowance for difficult site access

23. No allowance for guttering or down pipes unless specifically noted by Straight Up Roofing

24. Straight Up Roofing accepts no responsibility for the design of any penetrations or flashing details.

25. All material such as roofing iron, guttering, wood etc, removed by a Straight Up Roofing employee remains the property of Straight Up Roofing ltd. We try our best to do our part for the environment, recycling as must as possible.

26. All details must comply with E2/AS1 2005 20.

27. Straight Up Roofing Ltd complies with all of the "New Zealand Standard Conditions of Contract" (NZ 3910:2003 or NZS3915:2005) excluding the following sections:

Section 10.5 – Liquated Damages

Section 12.3 and 12.36 – Retentions

Section 10.2 as per above – re time of completion

28. Straight Up Roofing complies with all of the Master Builders Subcontract Agreement based on SC1/ excluding the following sections:

Section 3a as per above – re time of completion

section 3d and 3e – liquated damages

Section 5I (2) 5I (3) retentions

Definitions

1. The following expressions shall have the following meanings:

2. "Supplier" means Straight Up Roofing

3. "Customer" means any person who purchases Services and/or Products from the Supplier;

4. A contract for the supply of goods and / or services, including where the contract permits any product or mass into which the goods are incorporated, assembled or commingled and will constitute a construction contract pursuant to the Construction Contracts Act 2002 (The Act). Where the provisions of the Act are inconsistent with the provisions of this contract, the terms of this contract shall prevail.

5. "Agreement" means the contract between the Supplier and the Customer for the provision of the Services and/or Products incorporating these Terms and Conditions.

6. "Order" means the formal acceptance by the Customer of the Proposal;

7. "Products" means any products supplied by the Supplier to the Customer;

8. "Proposal" means a statement of work, quotation or other similar document describing the Services and/or the Products;

9. "Services" means the services as described in the Proposal and include any materials required to complete the work;

10. "Terms and Conditions" means the terms and conditions of supply of Services and/or Products set out in this document and any subsequent terms and conditions agreed in writing by the Supplier;

Full Terms and Conditions

TERMS OF SALE

QUOTATION

*The placing of an order in response to a quotation does not give rise to a binding contract. A binding contract only arises at the time when an order in writing placed by the Buyer is accepted by the Seller.
*A quotation may be withdrawn at any time before acceptance of an order based on the quotation, and will lapse upon the expiration of 30 days from the date of quotation. - The Buyer cannot cancel a contract after the order has been accepted by the Seller, and is bound to pay the agreed price. There is no obligation on the Seller to inquire as to the authority of any person placing an order on behalf of the Buyer.
*The Seller shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Buyer.
*If the giving of a quotation involves the Seller estimating measurements and quantities, it shall be the responsibility of the Buyer to verify the accuracy of the Seller's estimated measurements and quantities before the Buyer places an order in response to such quotation.
*Any time stated for installation is an estimate only. The Seller is not liable for any delay in installation or for any direct or consequential loss arising from such delay. processes allow, they should not be relied on.
*Should the Buyer require any changes to the Seller s estimated measurements and quantities, the Buyer shall request such changes in writing before placing an order in response to the quotation. Where a Buyer requests changes to be made to estimated quantities or measurements after the Seller has accepted the Buyer's order in writing, the price shall be appropriately adjusted and any estimated delivery date rescheduled.

PRICE

*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.

*An extra charge may be made where additional work results from lack of precision in the Buyer's specifications or the Buyer alters the specifications after the date that a quotation is issued.
*Alterations to any price list shall be effective from the date specified by the Seller at the time of giving notice to the Buyer.

PAYMENT

- Payment is due in accordance with the terms set out in the quotation.
- The Buyer may not withhold payment or make any deductions from any Amount Owing, whether by way of counterclaim, set off or otherwise, without the Seller's prior written consent.
- If, at any time after the quotation is issued (including after an order has been accepted), the Seller considers the Buyer's credit worthiness to be unsatisfactory, the Seller may:
- alter the payment terms;
- require security for payment;
- require pre-payment; and/or
- withhold goods or services until the provision of sufficient security or payment. All costs and expenses of or incurred by the Seller as a result shall be payable by the Buyer upon demand.

DELIVERY

*Delivery is to be made at the place specified in the quotation, and the Seller shall deliver, or arrange delivery of, the goods to the place specified and pay any transportation costs incurred as a result.
*Any time stated for delivery is an estimate only. The Seller is not liable for any delay in delivery.

RISK AND OWNERSHIP

*Risk of any loss, damage or deterioration of or to the goods passes to the Buyer on delivery, including in particular the risk of any loss, damage or deterioration arising out of work carried out at the Buyer s premises by persons other than the Seller, its servants, agents or contractors.
*Ownership of the goods remains with the Seller and does not pass to the Buyer until the Buyer pays the Amount Owing and any other moneys owing by the Buyer to the Seller from time to time, whether in relation to this contract or any other contract or on any other account whatever ("Buyer's Indebtedness").
*The Seller may enter the premises where the goods are stored and remove them. The Seller shall not be responsible for any damage caused in entering and removing the goods. The Seller may resell any of the goods and apply the proceeds of sale in reduction of the Buyers Indebtedness.

GUARANTEES

*Where the Consumer Guarantees Act 1993 applies to this contract: - If the goods or services are acquired by the Buyer for business purposes, the Buyer agrees that the Consumer Guarantees Act 1993 does not apply.
*The Seller will not be liable for damages for foreseeable or consequential loss except to the extent that such liability is imposed under the Consumer Guarantees Act 1993. For the Buyer s information, the durability requirement of 15 years contained in the Building Act 1991 may be taken as a guide to the period of durability required under the Consumer Guarantees Act 1993.
*The following terms apply wherever the Consumer Guarantees Act 1993 does not apply to this contract, or where the following terms are not inconsistent with the Consumer Guarantees Act 1993:
*Defective goods and services or goods and services which do not comply with the contract shall at the Seller s discretion be repaired or replaced, or the price refunded. - Any right which the Buyer may have to reject non-conforming or defective goods or services shall only be effective if:
*The Buyer notifies the Seller in writing within fourteen days following the date of invoice; and
*The Seller is given the opportunity to inspect the goods or the work completed in the course of services provided to the Buyer, whichever is applicable. - No goods shall be returned unless the Seller has agreed in advance.
*The Seller may, at its discretion, delay the repair or replacement of, or the refund of the price of, any goods or services for so long as the Buyer is in default in relation to the Amount Owing.
*The Seller accepts no liability for any Claim by the Buyer or any other person, including without limitation any Claim relating to or arising from:
*Any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise, whether express or implied by law, trade custom or otherwise; or

*Any representations, warranties, conditions or agreement made by any agent or representative, which are not expressly confirmed by the Seller in writing, and the Buyer agrees to indemnify the Seller against any such Claim.
*In any event, the Seller's liability under any Claim shall not exceed the price of the goods and services.

*Nothing in these terms is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention.

COLOUR AND FINISH

*The Buyer should check the actual colour on a current sample of goods before ordering as:
*Written descriptions of any particular colour are of a general nature only; and - while colour charts and brochures are as close to actual colours as normal printing processes allow, they should not be relied on.
*The Seller cannot guarantee that the colour of each batch of production will be identical. Some goods may contain natural imperfections in colour, finish or texture, to the extent that this is inherent in the nature of the goods.

DEFAULT

*If an Event of Default occurs, the Seller may suspend or terminate this contract. - If the Buyer does not pay the price by due date, the Seller may charge a default penalty. Straight Up Roofing Ltd, retains the right to charge interest and collection costs on late paid accounts. In the event of overdue payment, interest shall accrue on the invoice amount at 2% per month. At the companies discretion, a fee of $15 (to cover administrative expenses and as a penalty) shall be charged per reminder for overdue payment submitted to the client. - If an Event of Default occurs, the Amount Owing shall immediately become due and payable notwithstanding that the due date has not arisen.
*The Seller is entitled to recover from the Buyer all legal and other costs incurred by the Seller arising from the collection of the Amount Owing.

LIABILITY EXCUSED

*The Seller shall not be liable for any delay or failure in complying with any obligation imposed on it under these terms or for any loss or damage (including indirect or consequential loss or damage) if the failure or delay arises from a cause unforeseeable or beyond its control.

USE OF INFORMATION

*The Buyer acknowledges that it has authorised the Seller to:
*Collect information about the Buyer from any other person;
*Use any information it holds about the Buyer; and
*Disclose information about the Buyer to any person, in the course of the Seller's business, including credit assessment, debt collection and direct marketing activities. - If the Buyer is an individual, ie: a natural person, the Buyer has rights under the Privacy Act 1993 to access and request the correction of any personal information which the Seller holds about the Buyer.

OTHER AGREEMENTS

*If there is any inconsistency between these terms and any order submitted by the Buyer (whether in writing, verbally or by Electronic Data Interchange (EDI)) or any other arrangement between the parties, these terms prevail unless otherwise agreed in writing by the parties.

DISPUTES

*Without limiting any rights of the Buyer under the Consumer Guarantees Act: - Either party may require any dispute arising which has not been resolved within 14 days to be referred for a decision by:
*A suitably qualified person appointed by the Building Research Association of New Zealand; or
*Any other suitably qualified person whose appointment is approved by both parties. - Such appointee shall, in reaching a decision, act as an expert and not as an arbitrator and the decision of the appointee shall be final and binding on the parties. - The cost of the appointee shall be borne by the unsuccessful party, unless otherwise determined by the appointee.

WAIVER

*If the Seller exercises or fails to exercise any right or remedy available to it, this shall not prejudice the Seller's rights in exercising that or any other right or remedy.

WORDS USED IN THIS CONTRACT

-"Amount Owing" means the price charged by the Seller for the goods, and any other sums which the Seller is entitled to charge under this contract.
- "Buyer" means the person purchasing the goods from the Seller pursuant to this contract, including that person's successors and assigns.
- "Claim" includes any claim:
- for loss of profits; or
- for any consequential, indirect or special loss, damage or injury of any kind suffered by any person arising directly or indirectly from: - any breach of the Seller's obligations under this contract; or
- any cancellation of this contract; or
- any negligence, misrepresentation or other act or omission by the Seller or its employees, agents or contractors; or
- for compensation, demand, remedy, liability or action.
- an "Event of Default" means an event where:
- the Buyer fails to comply with the terms of this contract or any other contract with the Seller; or
- the Buyer commits an act of bankruptcy; or
- the Buyer enters into any composition or arrangement with its creditors; or - if the Buyer is a company:
- the Buyer does anything which would make it liable to be put into liquidation; or
- a resolution is passed or an application is made for the liquidation of the Buyer; or - a receiver or statutory or official manager is appointed over all or any of the Buyers assets.
- "goods" means goods ordered by the Buyer from time to time under this contract. - "price" means the purchase price of the goods and any costs payable by the Buyer under this contract relating to installation or other services, transportation, storage and insurance.
- "Seller" means **Straight Up Roofing Limited**, its successors and assigns.
- "services" means all services provided by the Seller relating to the installation of the goods.