

1. Definitions

- 1.1 **“Client”, “you” or “our”** means the person, company or other entity purchasing or ordering Services from the Supplier and includes any person acting on behalf of, and with the authority of, the Client and, if there is more than one person comprising the Client, is a reference to each such person jointly and severally and includes the Client’s successors and permitted assigns.
- 1.2 **“CGA”** means the Consumer Guarantees Act 1993.
- 1.3 **“Contract”** means the contract between us and you for the Services, which comprises, in respect of the particular Services requested by you, the Quote for those Services (once accepted by you in accordance with these Terms) and these Terms, as varied to the extent permitted by these Terms.
- 1.4 **“FTA”** means the Fair Trading Act 1986.
- 1.5 **“Intellectual Property Rights”** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, utility models and rights in designs).
- 1.6 **“Manufacturer”** means, in respect of any Materials, the third party manufacturer of those Materials.
- 1.7 **“Materials”** means any materials supplied you in connection with the performance and delivery of the Services.
- 1.8 **“Personal Information”** means any information that can identify a person either directly or indirectly (by reference to other accessible information), such as a name, address, email address, telephone number, employment details and identity documents.
- 1.9 **“Price”** means the price payable (plus any Goods and Services Tax (GST) where applicable) for the Services as determined in accordance with clause 5 and, where applicable, includes all Price Variations (as such term is defined in clause 5.2).
- 1.10 **“Quote”** means a written offer from us to you to provide Services at a particular price (which offer incorporates these Terms) and includes (i) all information displayed on our website or a partner’s website accessible by you in connection with the Quote; and (ii) all ancillary information and documents provided by you in connection with the Quote.
- 1.11 **“Services”** means all roofing services (including but not limited to reroofing, roof repairs, roof maintenance, and related services) supplied to you at your request from time to time, including any materials supplied in connection with such services.
- 1.12 **“Site”** means the location or premises which we need to access in order to carry out the Services.
- 1.13 **“Supplier”, “we”, “us” or “our”** means Solution Roofing Limited, company number 9321818, its successors, agents and assigns or any person (including any subcontractors) acting on behalf of and with the authority of Solution Roofing Limited.
- 1.14 **“Terms”** means these terms and conditions, as amended from time to time in accordance with these Terms.
- 1.15 **“Working Day”** means any day of the week other than a Saturday, Sunday or public holiday.

2. Quotes

- 2.1 These Terms apply to all Services supplied to you. By paying us the deposit and/or by receiving any Services provided by us, you

acknowledge that you agree to, and are bound by, these Terms.

- 2.2 A Quote is open for the period specified in the Quote and may be withdrawn or varied by us before you pay the deposit.
- 2.3 A Quote does not give rise to a binding contract until you have paid the required deposit into our designated bank account. Payment of the deposit constitutes acceptance of the Quote and acceptance of these Terms.
- 2.4 Once you have paid the required deposit into our designated bank account, the Quote and these Terms form the Contract.

3. Obligations prior to delivery of Services

- 3.1 Before we provide the Services, you must deliver to us all information, documents and other particulars relating to your requirements for the provision of the Services (**Client Information**) as is necessary for us to carry out the Services. Your Client Information must be accurate and we are entitled to rely upon the information you provide us as being accurate.
- 3.2 You acknowledge that we may rely on publicly available information about your property, building or Site.
- 3.3 We will not be liable for, and without limiting any other rights and remedies under this Contract or otherwise at law, you indemnify us and our directors, officers, employees, agents and subcontractors against, all and any claims, costs (including legal costs on a full indemnity basis), losses (including loss of profits), charges, damages, expenses, liability or proceedings of any nature, arising directly or indirectly out of or in connection with any inaccurate or misleading (whether by omission or otherwise) Client Information or any incorrect or misleading publicly available information about your property, building or Site.

4. Authorised representatives

- 4.1 You acknowledge that we may (for the duration of the Services) liaise directly with any of your authorised representatives.
- 4.2 You acknowledge that any person communicating with us on your behalf will be deemed to be your authorised representative with absolute full authority to order any Services and otherwise contract with us on your behalf.

5. Price and payment

- 5.1 The Price will be our quoted price, subject to clause 5.2 which will be valid for the period stated in the Quote unless otherwise agreed in writing or unless otherwise specified in an invoice provided by us to you.
- 5.2 We reserve the right to vary the Price (**Price Variation**) if:
 - (a) you request a variation to the Services originally scheduled (including by virtue of you providing to us different or updated plans or specifications of the Site); or
 - (b) the Client information or publicly available information which we rely on is false or misleading; or
 - (c) additional Services are required outside the scope of the Services originally agreed between us including, without limitation, due to unforeseen events or conditions affecting the provision of the Services (including, but not limited to, circumstances where incomplete works are damaged due to weather conditions or any other factor beyond our reasonable control); or
 - (d) we incur increased costs or other expenses in connection with the provision of the Services (including, but not limited to, increased costs of Materials or costs of labour required to deliver the Services for reasons outside our control).
- 5.3 Price Variations will be promptly disclosed to you. Payment of the Price (including all Price Variations) must be made in full and by the due date stipulated on the relevant invoice or otherwise in

accordance with clause 5.6.

- 5.4 You acknowledge that the ability of us to carry out the Services depends on suitable weather conditions and safe access to the Site. You agree that if, due to adverse weather conditions, unsafe working conditions, or any other circumstances beyond our reasonable control, we determine that commencing or continuing the work presents a risk to worker safety or property, we reserve the right to postpone or suspend the Services until conditions improve. Any postponement or suspension will not release you from your obligation to pay our invoices by the due date specified in the Quote or the invoice.
- 5.5 Without limiting clause 20.2 and to the maximum extent permitted by law, a deposit paid by you is non-refundable on the basis that we incur costs that cannot be recovered by us once you pay the deposit.
- 5.6 The Price (including any and all Price Variations) must be paid by you on the date(s) set out in the Quote or as otherwise specified in the invoice.
- 5.7 Payment may be made by electronic/on-line banking, or by any other method as agreed between us.
- 5.8 You may not set off against, or deduct from the Price, any sums owed or claimed to be owed to you by us nor to withhold payment of any invoice even if you consider that amount to be in dispute.
- 5.9 Unless otherwise stated, the Price does not include GST. You must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as you pay the Price. In addition, you 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.

6. Construction Contracts Act 2002

- 6.1 You agree that any retentions held under this Contract will be managed in accordance with the Construction Contracts Act 2002 (**CCA**).
- 6.2 We will hold retentions in a separate trust account, and comply with all obligations under the CCA in relation to the management and release of retention monies.
- 6.3 You acknowledge that any claim for release of retention monies will be made in accordance with the procedures set out in the CCA.
- 6.4 We may issue payment claims to you in accordance with the CCA. Any payment claim issued to you will state that it is made under the CCA and will include sufficient details to identify the work to which the claim relates, the amount claimed, and due date for payment.
- 6.5 If you disagree with a payment claim, you must respond it within 20 working days of receipt by providing a payment schedule in accordance with the CCA. The payment schedule must state the amount you propose to pay and provide the reasons for any difference between the amount claimed and the amount proposed to be paid. You acknowledge that failure to provide a payment schedule within the time frame stipulated by the CCA will result in you being liable to pay the full amount claimed as set out in the payment claim.
- 6.6 We may suspend work in accordance with the CCA if you fail to pay any amount due under this Contract. We will not be liable for any loss or damage incurred by you as a result of such suspension.
- 6.7 Each party undertakes to comply with our respective obligations under the CCA.
- 6.8 Either party may refer any dispute arising under this Contract to adjudication in accordance with the CCA. The adjudicator's

decision will be binding on the parties, subject to the rights of either party to apply for judicial review or to challenge the decision under the Act.

7. Services

- 7.1 We will provide the Services with the skill, care and diligence as is generally exercised by competent persons performing services of the same nature as the Services and otherwise in accordance with generally accepted roofing practice.
- 7.2 We will use reasonable endeavours to provide the Services in accordance with any agreed timelines but we accept no liability for any loss, damage or costs suffered or incurred by you arising from any delay in the provision of the Services, howsoever caused.

8. Risk in Materials

- 8.1 We will deliver the Materials to the delivery location that you specify to us (**Delivery Location**).
- 8.2 You must, within a reasonable time after delivery of the Materials to the Delivery Location, notify us of any alleged defect. If you do not notify us of any alleged defect within a reasonable time after delivery of the Materials, you will be deemed to have accepted delivery of the Materials. You must allow us no less than 20 working days following notification of the alleged defects to inspect any alleged defects.
- 8.3 You acknowledge that we procure the supply of the Materials from the Manufacturer. The Manufacturer supplies the Materials to us subject to the Manufacturer's warranty and, to the extent permitted by law, we will make available to you the benefits under the Manufacturer's warranty.
- 8.4 If any Materials are defective, we will request that the Manufacturer reviews the alleged defect and then repairs or replaces any defective Materials as soon as reasonably practicable. We may be required to suspend delivery of the Services until such time as the Manufacturer replaces or repairs the Materials and we accept no liability or responsibility for any such delay.
- 8.5 All risk in the Materials will transfer to you immediately on delivery to the Delivery Location. You undertake to keep the Materials secure and stored correctly immediately following delivery of the Materials to the Delivery Location.

9. Your obligations

- 9.1 You acknowledge that if asbestos, synthetic mineral fibres or any other toxic substances (**Toxic Substances**) are discovered at the Site, unless otherwise agreed, it is your sole responsibility to ensure the safe removal of the Toxic Substances. You indemnify us and our directors, officers, employees, agents and subcontractors against all and any claims, costs (including legal costs on a full indemnity basis), losses (including loss of profits), charges, damages, expenses, liability or proceedings of any nature, arising directly or indirectly out of or in connection with any discovery of Toxic Substances at the Site or any other place that you own or maintain control over.
- 9.2 Without limiting or excluding our health and safety obligations at law, you acknowledge that you are wholly responsible for the safety, security and protection of any animals, livestock and personal property at the Site, and any people in attendance at the Site, during the course of us carrying out the Services at the Site.
- 9.3 You must ensure that all occupants of the building and all attendees at the Site are notified of our scheduled attendance at the building and Site and notified of our scheduled Services (including our roofing work and any associated risks in

connection with the performance of that roofing work). You must take necessary precautions to protect interior spaces and contents as required while we perform the Services. You acknowledge that some disruption and noise is inherent in roofing work and you undertake to manage occupant expectations accordingly. You indemnify us against costs, (including loss of profits) and expenses of any nature, arising directly or indirectly out of or in connection with the refusal of an owner or occupant of the Site to grant us access to that Site on the days on which we have agreed with you that we will access the Site.

- 9.4 You assume responsibility for, and indemnify us against, any damage to, or loss of, our personal property used in connection with the provision of the Services (including, but not limited to, our equipment) arising directly or indirectly as a result of any negligent or reckless actions committed by you.

10. Workmanship warranty

- 10.1 Subject to the conditions set out in this clause, we will repair or make good any defects in workmanship arising from the installation of the Materials at the Site within five (5) years following completion of the Services (**Workmanship Warranty**).
- 10.2 We are not liable under the Workmanship Warranty unless you notify us of a claim under the Workmanship Warranty within seven days of discovery of the alleged defect giving rise to such a claim. This clause is an essential term on the basis that prompt notification of any claim allows us the opportunity to properly investigate the alleged defect.
- 10.3 We are not liable under the Workmanship Warranty, and you may not make a claim under the Workmanship Warranty, for so long as you are in default under the Contract.
- 10.4 The Workmanship Warranty only applies to defects in workmanship in connection with the installation of the Materials and does not apply to:
- (a) any defects in the Materials or any pre-existing components or materials pertaining to, or attached to, your roof; or
 - (b) any defective workmanship carried out by a person who is not employed or contracted by us; or
 - (c) any pre-existing defects in the design of your roof; or
 - (d) any physical damage to your roof caused by extraneous circumstances beyond our control which a roof of that type could not reasonably be expected to withstand.
- 10.5 Our liability under the Workmanship Warranty is limited to the extent provided under clause 15.
- 10.6 Where the CGA applies, if the Services are acquired by the Client for business purposes, the Client agrees that the CGA does not apply.
- 10.7 Nothing in these Terms is intended to have the effect of contracting out the provisions of the CGA except to the extent permitted by the Act, and the terms of the Workmanship Warranty are to be modified to the extent necessary to give effect to that intention.

11. Insurance

- 11.1 We warrant that we have public liability insurance as further detailed in the Quote delivered to you.
- 11.2 You are responsible for maintaining your own insurance policies including your contents and house insurance. We recommend that you advise your insurer of the roofing works we undertake at the Site prior to us commencing those works.

12. Access

- 12.1 We are not liable for any loss or damage to the Site (including,

without limitation, damage to pathways, driveways and concreted or paved or grassed areas).

- 12.2 You must give us unobstructed and free access to the Site at all agreed times to enable us to undertake the Services.
- 12.3 If the Services are interrupted, frustrated or delayed by the failure of you to provide access to the Site or adhere to the work schedule agreed to between us, any additional costs incurred by us will be invoiced to you as a Price Variation in accordance with clause 5.2.
- 12.4 You must fully disclose any information in writing, prior to our scheduled inspection, that may affect our procedures, access to the Site or delivery of the Services.

13. Compliance with laws

- 13.1 Each party must at all times comply with the provisions of all statutes, regulations and bylaws (including the Health & Safety at Work Act 2015 and any directions issued by WorkSafe) pertaining to the Services at the Site.
- 13.2 You must obtain (at your expense) all building consents, permits, licences and approvals that may be required in connection with the provision of the Services, unless it is agreed in writing that we will obtain any such consents, permits, licences or approvals.

14. Your warranties

- 14.1 You warrant to us that:
- (a) you have not relied on any warranty or representation made by or on behalf of us in requesting the Services (except to the extent set out in these Terms);
 - (b) you have the power and authority to be bound by the terms of this Contract;
 - (c) you are not insolvent; and
 - (d) this Contract creates obligations which are legally binding on you and are enforceable against you in accordance with the terms of this Contract.

15. Exclusion of liability

- 15.1 To the maximum extent permitted by law:
- (a) in relation to any Services supplied by us to you or otherwise in connection with these Terms, we have no liability whatsoever to you or any other person for any indirect, consequential or special losses (including loss of profits, loss of revenue, loss of business opportunity, the payment of liquidated damages under any other agreement, or any other economic loss) howsoever it arises (including as a result of misrepresentation, intentional acts or negligence by us or any of our directors, officers, employees, agents or suppliers and including in connection with any Services supplied by us whether or not based on instructions, plans or specifications provided by you or a third party); and
 - (b) all representations, warranties or conditions, whether express or implied (including by trade, custom, statute or otherwise at law and including as to fitness or suitability for any purpose, merchantability, correspondence with description or sample or otherwise), in relation to the Services or the supply of any of them by us are expressly excluded, and you confirm that you have not relied on any such representations, warranties or conditions and that you have ordered the Services solely in reliance on your own judgement.
- 15.2 Without limiting clause 15.1, and to the extent that you are “in trade” within the meaning of the FTA and the CGA, as applicable, and where it is fair and reasonable to do so, each party agrees

that sections 9, 12A and 13 of the FTA and the provisions of the CGA will not apply to these Terms, on the basis that we are both “in trade” and the Services are being supplied and acquired “in trade”.

15.3 We are not liable for any damages, penalties, or losses incurred by you as a result of any suspension, delay, postponement or cancellation permissible under this Agreement.

15.4 If, for any reason, we cannot rely on the exclusions of liability in this clause 15, and we are otherwise liable to you or any other person, whether in contract (including in relation to misrepresentation), tort or otherwise, our maximum total liability to you for any loss, cost, expense, injury, damage or other liability whatsoever (subject only to the CGA, if and to the extent it is applicable) will not exceed an amount equal to the lowest of:

- (a) 50% of the total price paid by you to our bank account for the Services in relation to which (or the delivery or non-delivery of which) the liability arises;
- (b) the cost to us of supplying (or re-supplying) the relevant Services; and
- (c) the cost to us of having the Services supplied (or re-supplied) by a third party.

15.5 Where you acquire Services for the purpose of resale to your own customers, you will, to the maximum extent permitted by law, exclude the application of the CGA from all contracts with your own customers and will procure that your customers also exclude, to the maximum extent permitted by law, the application of the CGA from their customer contracts at each stage of the supply chain. You indemnify us and our directors, officers, employees, agents and subcontractors against any failure by you or your customers to contract out of the CGA to the maximum extent permitted by law.

15.6 To avoid doubt and without limiting the rest of this clause 15, while we will exercise reasonable skill and care in providing the Services, you are responsible for independently verifying that any Services supplied are suitable for their intended purpose.

15.7 Without limiting clause 10.2 and subject to any non-excludable statutory guarantees and without limiting the Workmanship Warranty, conditions or warranties that may apply under the CGA or other applicable law, any claim against us in respect of the Services whether under contract, in tort, in equity, under statute or otherwise, must be made within 12 months after completion of the Services, and you (and persons claiming through or under you) will not be entitled to commence any action or claim whatsoever against us (or any director, officer, consultant or employee of us) in respect of the Services after that date.

16. Security

16.1 You grant us a security interest in all Materials installed on or in, or attached to, your building and all Materials delivered to the Site, to secure the payment of the Price in full, including any and all Price Variations and additional costs incurred by us under this Contract.

16.2 Title to the Materials remains with us until you have paid the full Price for the Services, including any Price Variations and additional costs. Until title to the Materials has passed to you, you must:

- (a) hold the Materials as bailee for us;
- (b) store the Materials separately from all other personal property held by you so that they remain readily identifiable as our property;
- (c) not remove, deface, or obscure any identifying mark or packaging on or relating to the Materials;

(d) not commingle the Materials with any fixtures or install the Materials onto any building; and

(e) maintain the Materials in satisfactory condition and keep them insured against all risks for their full cost from the date of delivery to the Delivery Location.

16.3 If you default in payment of any amount due under this Contract, we have the right, without limiting any other rights or remedies available to us, to:

- (a) enter any premises where the Materials are stored to repossess the Materials;
- (b) sell the Materials to satisfy any unpaid Price and any additional costs incurred by us in connection with your default; and
- (c) apply any proceeds from the sale of the Materials towards the outstanding Price and additional costs, with any surplus to be returned to you.

16.4 You acknowledge that this Contract constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 (**PPSA**). We may register our security interest in the Materials on the Personal Property Securities Register, and you agree to provide all reasonable assistance required by us to effect such registration.

16.5 You agree to waive your rights to receive any verification statement or notice in relation to any registration event under the PPSA.

16.6 You agree that nothing in sections 114(1)(a), 133, and 134 of the PPSA will apply to this Contract.

16.7 You waive your rights under sections 116, 120(2), 121, 125, 129, 131, and 132 of the PPSA.

16.8 You acknowledge that the waivers and agreements to contract out of the PPSA as set out in this clause 16 are made to the maximum extent permitted by law. Each party to this Contract retains all rights and remedies provided under the PPSA that are not specifically excluded or waived in this clause.

16.9 You must not pledge or in any way charge by way of security for any indebtedness any of the Materials for so long as the Materials remain our property. Without prejudice to our other rights, if you breach this obligation, all sums whatever owing by you to us will forthwith become due and payable.

16.10 You indemnify us from and against all costs, claims, demands, expenses, and liabilities of whatsoever nature that may be incurred by or asserted against us as a result of us exercising our security enforcement rights.

17. Indemnity

17.1 Without limiting any of our other rights or remedies under this Contract or otherwise at law, you agree to indemnify us and our directors, officers, employees, agents and subcontractors against all and any claims, costs (including legal costs on a full indemnity basis), losses (including loss of profits), charges, damages, expenses, liability or proceedings of any nature, arising directly or indirectly out of or in connection with:

- (a) any breach or non-fulfilment of your obligations under this Contract;
- (b) your non-disclosure of any relevant information (including, but not limited to, hazardous materials onsite, asbestos or structural weakness of the property or any other relevant matter or information); and
- (c) except in the case of fraud by us, any claim (actual or threatened) by any third party for loss, damage or expense of whatsoever nature arising in relation to the performance, purported performance or non-performance of the

Services.

18. Intellectual property

- 18.1 You acknowledge and agree that any Intellectual Property Rights comprised in the Services or in any information or material supplied in connection with the Services by us to you is and will remain our exclusive property.
- 18.2 You warrant that: (a) all designs, specifications, instructions, information and material given to us will not cause us to infringe any Intellectual Property Rights of a third party in the course of delivering the Services; (b) you have obtained all necessary permits, consents and authorisations in connection with our performance of the Services; and (c) your property and structure can safely support the performance of the Services.
- 18.3 You indemnify us and our directors, officers, employees, agents and subcontractors against all claims, costs (including legal costs on a full indemnity basis), losses (including loss of profits), charges, damages, expenses, liability or proceedings of any nature, arising directly or indirectly out of or in connection with any breach of the warranties set out in clause 18.2.
- 18.4 You agree that we may collect images and video recordings (including by drone) of the work that we undertake without requesting your prior written consent. All such images and recordings and all other documents or other information collected or created by us in connection with performing the Services will remain our property. You agree that all such images, recordings, documents and other information may be used in our advertising or marketing campaigns without us requiring your prior written consent provided that we will always request your prior written consent before disclosing any of your confidential or personal information.

19. Default

- 19.1 Interest on overdue invoices accrue daily from the date when payment becomes due, until the date of payment, at a rate that is 5% per annum above the Official Cash Rate set by the Reserve Bank of New Zealand.
- 19.2 If you owe us any money you indemnify us from and against all costs and disbursements incurred by us in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, our collection agency costs, and bank dishonour fees).
- 19.3 Without prejudice to any other rights or remedies we may have under this Contract or otherwise at law, we will be entitled to cancel all or any part of any order which remains unfulfilled and all amounts properly due and owing to us will, whether or not due for payment, become immediately payable if:
 - (a) any money payable to us becomes overdue or, in our opinion, you will be unable to make a payment when it falls due;
 - (b) you become insolvent, convene a meeting with your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of your creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of you or any of your assets.

20. Cancellation

- 20.1 Without prejudice to any other rights or remedies we may have under this Contract or otherwise at law, if at any time you are in breach of any obligation (including those relating to payment) under the Contract, or if we consider that the Site conditions are

unsafe, we may suspend or terminate the supply of Services to you. We will not be liable to you for any loss or damage you suffer because we have exercised our rights under this clause.

- 20.2 In the event that you cancel the provision of Services (other than as a result of our material breach of these Terms), you will be liable for any loss incurred (whether direct or indirect) by us in connection with the cancellation, including but not limited to: (a) the cost of materials already ordered or delivered; (b) labor costs incurred; (c) reasonable overhead and profit on work completed; and (d) any restocking fees or cancellation charges from suppliers. We will take reasonable steps to mitigate such losses.

21. Privacy policy

- 21.1 We may collect Personal Information from you when you apply for Services or use the Services and we may use that Personal Information for the following purposes:
 - (a) to confirm your identity and process any application for Services;
 - (b) to communicate with you or your authorised representatives about the Services and otherwise take any action in relation to the provision of the Services;
 - (c) to market products and services to you (unless you opt out of any marketing communications by clicking "unsubscribe" when receiving a marketing email);
 - (d) to manage day-to-day business operations; and
 - (e) to comply with the law.
- 21.2 We acknowledge that in the event we become aware of any unauthorised or accidental access to, or disclosure, alteration, loss or destruction of, Personal Information held by us or an action that prevents us from accessing Personal Information on either a temporary or permanent basis (**Privacy Breach**), we will assess whether the Privacy Breach is likely to cause, or has caused, serious harm to an affected individual or individuals. If we determine that the Privacy Breach has caused serious harm to an affected individual or individuals, or is likely to do so, we will: (a) take steps to minimise any harm; (b) notify the affected individual or individuals; and (c) notify the Privacy Commissioner as soon as practicable, in accordance with the requirements of the Privacy Act 2020.
- 21.3 You agree that we may use "cookies" to track any visit to our website. A cookie is a small amount of data that is transferred to a browser by a web server and can only be read by the server that transferred the cookies. It functions as an identification card, and enables us to record your user journey. It cannot be executed as code or deliver viruses. Cookies help us to improve our website and to deliver a better and more personalised service by enabling us to:
 - (a) estimate audience size and usage patterns;
 - (b) store information about preferences, and allow customisations to our website according to individual interests;
 - (c) speed up searches; and
 - (d) recognise visitors when they return to our website.
- 21.4 Most browsers are initially set to accept cookies. Any visitor to our website may refuse to accept cookies by activating the setting on the browser to refuse the setting of cookies. However, activating this setting may restrict access to certain parts of our website. Unless browser settings have been adjusted to refuse cookies, our website and systems may issue cookies when a visitor visits our website.
- 21.5 You will have the right to request from us a copy of the Personal Information held by us about you and you have the right to

request us to correct or update any incorrect Personal Information about you. Any access or correction request may be subject to a fee to meet our costs in providing you with your Personal Information or correcting that information (in which case, we will inform you of the fee in advance).

22. Confidentiality

22.1 Each party must at all times keep confidential and not directly or indirectly make, or allow any disclosure or use to be made of, the subject matter or content of this Contract or any information directly or indirectly obtained from the other party under or in connection with this Contract, except to the extent:

- (a) required by law;
- (b) necessary to satisfy the requirements of any applicable stock exchange;
- (c) necessary to obtain the benefit of, or to carry out any, obligations under this Contract;
- (d) permitted in accordance with clause 18.4;
- (e) that each party otherwise agrees orally or in writing, which agreement will not be unreasonably withheld or delayed; or
- (f) that the information is or becomes publicly available without breach by either party of its confidentiality obligations under this clause or at law.

23. Service of notices

23.1 Any written notice given under this Contract will be deemed to have been given and received:

- (a) in the case of delivery in person, at the time of delivery;
- (b) in case of posting by ordinary mail, five (5) Working Days after (but exclusive of) the date of posting; or
- (c) in the case of email, on the date and time at which it enters the addressee's information system (as shown in a confirmation of delivery report from the sender's information system, which indicates that the email was sent to the email address of the addressee notified for the purpose of this clause 23.1) but if the delivery or receipt is on a day which is not a Working Day or is after 5.00 pm, it is deemed to have been received at 9.00 am on the next Working Day.

23.2 Notices may be delivered to any physical address or email address disclosed to the notifying party.

24. General

24.1 The failure by either party to enforce any provision of these Terms will not be treated as a waiver of that provision, nor will it affect that party's right to subsequently enforce that provision. If any provision of these Terms are invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

24.2 These Terms and any contract to which they apply will be governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

24.3 We may assign, subcontract, transfer, license or otherwise dispose of all or any part of our rights and/or obligations under this Contract without your prior consent. In the event that we subcontract any part of our obligations under this Contract, you agree that you have no authority to give any instruction to any of our subcontractors without our prior written consent.

24.4 You must not assign, transfer or otherwise dispose of any rights or subcontract any obligations under this Contract without our prior written consent.

24.5 You agree that we may review and amend these Terms at any

time by providing at least 30 days' prior written notice to you. Any change to the Terms will take effect from the date specified in such notice and will be deemed to have been accepted by you upon requesting any new or further Services, or any variation to any Services previously ordered, from us after the effective date of such change.

24.6 You will not be entitled to set-off against, or deduct from, the Price any sums owed or claimed to be owed to you by us.

24.7 You agree that we provide the Services to you as an independent contracting party and that the Contract does not create any partnership, agency, employment or fiduciary relationship between us.

24.8 Neither party will be liable for any default or breach under this Contract due to any act of God, war, terrorism, pandemic, endemic, strike, lock-out, industrial action, fire, flood, storm, severe weather conditions making roofing work unsafe, or other event beyond either party's reasonable control.

24.9 The provisions of the Contract constitute the entire agreement between us with respect to its subject matter and supersede all previous understandings, arrangements, agreements and communications, whether verbal or written (including any specifications provided to you, publicly advertised materials or other information unless such information has been expressly incorporated into this Contract in writing).

24.10 In the event of any inconsistency between the terms and conditions of this Contract and any other prior correspondence between us or any document or agreement that we have previously entered into other than the Contract, the terms of this Contract will prevail.

24.11 In the event of any inconsistency between the Terms and any terms set out on the Quote, the Terms prevail.

Version 1.2 last updated 29.09.25