

# RECO - TERMS OF TRADE

## 1. CLIENT INFORMATION

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

## 2. ACCEPTANCE & CANCELLATION

- 2.1. The Customer acknowledges that RECO's full terms of trade has been provided to the Customer, and that the Customer has read and understood the full terms of trade. These terms of trade shall be read in conjunction with the full terms of trade.
- 2.2. Any instructions received by RECO from the Customer for the supply of the Services, or the acceptance of the Services provided by RECO shall constitute acceptance of the full terms of trade as well as the terms contained herein.
- 2.3. RECO or the Customer may issue a notice of remedy to in the event that these terms of trade are breached by either party.
- 2.4. In the event that RECO or the Customer cancels any instructions (or part thereof), the Customer will remain liable for the full cost of any Services provided up to and including the date of cancellation.
- 2.5. Any variation or waiver of the terms of trade must be in writing to be valid.
- 2.6. RECO reserves the right to review these terms and conditions at any time.

## 3. PRICE & PAYMENT

- 3.1. RECO reserves the right to charge a deposit for the Services. This deposit will be invoiced and payable in advance of the provision of the Services by RECO to the Customer.
- 3.2. RECO may issue a quote to the Customer before work is undertaken. Any quotation issued remains valid for 30 days. The quotation is based on the costs and charges indicated to RECO at the day of quotation.
- 3.3. Any changes in costs arising from sources beyond the control of RECO, such as changes in the price charged by suppliers or for any other reason, is payable by the Customer.
- 3.4. RECO will invoice the Customer for the Price of the Services based on the Service actually supplied. The Customer acknowledges that there may be discrepancies from any quotation.
- 3.5. RECO requires full payment of any issued invoice by no later than the 20th day of the following month from the date that the invoice, unless otherwise agreed to in writing.
- 3.6. RECO may transfer any overdue accounts owing by the Customer to a third party for the purpose of collection after notice is given to the Customer.
- 3.7. RECO reserves the right to recover from the Customer any expenses, disbursements and legal costs incurred by RECO due to the enforcements of any rights contained in these terms of trade.

## 4. CUSTOMER'S RESPONSIBILITIES

- 4.1. The Customer will ensure that all information provided to RECO is complete and accurate.
- 4.2. The Customer is responsible for obtaining any consent or other authority necessary for the Services to be carried out, and will provide proof of that to RECO upon request.
- 4.3. The Customer will be liable for any costs, expenses or losses reasonably incurred by RECO in repairing or replacing any equipment and/or to anyone else's property that is damaged due to hazards at the Premises.
- 4.4. The Customer will ensure that the Premises comply with all relevant Health and Safety requirements.
- 4.5. The Customer will use the Services provided by RECO for lawful purposes only.

## 4.6. RECO'S RESPONSIBILITIES

- 4.7. RECO will use all reasonable skill and care in providing the Services to the Customer.
- 4.8. RECO will act in a competent and professional manner.
- 4.9. RECO gives no guarantees, representations or warranties to the Customer other than those set out in writing from RECO or those required by law.

## 5. CUSTOMER INFORMATION

- 5.1. The Customer authorises RECO to collect and hold such commercial, financial and personal information about the Customer as is necessary for assessing creditworthiness, trading status, obtaining credit statements, marketing any Services provided by RECO, or enforcing RECO' rights under these terms of trade.

## 6. CLAIMS AS TO SERVICES

- 6.1. The Customer shall inspect all Services supplied upon supply of the Services. The Customer will advise RECO in writing of any defect, shortage in quantity, damage, or failure to comply with description or sample.
- 6.2. The Customer will provide RECO with an opportunity to inspect the Services within a reasonable timeframe following receipt of the notice.

## 7. DISPUTES

- 7.1. RECO will not consider any dispute regarding the Services unless the issue with the Services was raised in accordance with clause 6.
- 7.2. The above clause 6 applies without prejudice to RECO, who may claim a dispute against the Customer, at any time, by giving the Customer notice in writing specifying the nature of the dispute.

## 8. RISK & LOSS

- 8.1. All risk in the Services shall pass to the Customer upon delivery or confirmation of completion of the Service. Any loss arising from theft, destruction or damage from whatever cause shall be borne by the Customer.

## 9. LIABILITY

- 9.1. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 9.2. The Consumer Guarantees Act 1993, the Personal Property Securities Act 1999, the Commerce Act 1986, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon RECO which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on RECO, RECO's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 9.3. In the event that RECO is ever liable, to the Customer or any other person, then the liability of RECO in all cases is limited to the Price of the Services supplied by RECO.

## 10. COMPLETION TIMEFRAME

- 10.1. RECO will work within a reasonable timeframe and will endeavour to meet any target date which the Customer makes known to RECO.

## 11. DEFAULT

- 11.1. Any failure or delay by RECO in exercising or enforcing any right they have under these terms of trade will not operate as a waiver of their rights to exercise or enforce such rights or any rights in the future.

## 12. CUSTOMER'S DISCLAIMER

- 12.1. The Customer hereby disclaims any right to rescind, or cancel any contract with RECO or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by RECO and the Customer acknowledges that the Services are sought and supplied relying solely upon the Customer's skill and judgement.

## 13. GENERAL

- 13.1. 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.
- 13.2. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 13.3. RECO may assign, sub-contract or transfer all or any part of its rights or obligations under these terms of trade without the Customer's consent.
- 13.4. The termination of these Terms of Trade, for any reason, will not limit, in any way, the obligations and liabilities incurred by the Customer under these terms of trade.

## 14. DECLARATION

I declare that I am authorised to and do accept RECO' Terms of Trade and that these Terms of Trade constitute a valid a valid agreement.

x \_\_\_\_\_

I confirm that I have read RECO's full terms of trade, and understand that this version is a summarised version thereof.

x \_\_\_\_\_

Date: \_\_\_\_\_