



TERMS OF TRADE

CONTENTS

1. PART A: Overview of these Terms	1
2. PART B: Services	1
3. PART C: Price	1
4. PART D: Payment Terms	1
5. PART E: Compliance and Information	1
6. PART F: Suspension of Services, Dispute Resolution and Liability	2
7. PART G: General	2
8. PART H: Dictionary	3
9. PART I: Specific Terms	3

PART A: OVERVIEW OF THESE TERMS

These Terms of Trade apply to all Services that we supply to you.

At TCC Concrete Cutting and Core Drilling Limited ensuring our Terms are transparent and easy to understand is important to us. If you have any questions or are unsure about anything, please contact us.

To make these Terms easy to use, we:

- (a) have set out a 'Dictionary' in Part H, which explains the specific meaning, for the purposes of these Terms, of the capitalised words used in these Terms; and
- (b) have included **summaries / outlines** for each Part in blue boxes – these are intended for guidance only and do not replace any of the terms in these Terms.

1. Introduction

- 1.1 These Terms set out all of the terms and conditions that apply to Services that we supply to you.
- 1.2 Any other terms and conditions will not apply unless expressly approved in writing by us for a particular Order.
- 1.3 We may update these Terms on notice to you in writing. Our updated Terms will apply to all Services you order after we have notified you that we have updated our Terms.

PART B: SERVICES

Part B sets out details about placing Orders. It also sets out the process that applies if there are any issues with an Order or if an Order is cancelled.

2. Order process

- 2.1 You may order Services from us in accordance with our order processes that we advise to you at any time.
- 2.2 All Orders are subject to acceptance by us. We may accept an Order (in whole or in part) by issuing an invoice for the applicable Services, providing the Services or otherwise confirming the Order in writing.
- 2.3 We are under no obligation to enquire as to the authority of any person placing an Order on your behalf.
- 2.4 You may request variations to Orders. However, acceptance is at our discretion and is subject to our approval in writing, in accordance with our process for variations that we advise to you.
- 2.5 We may require variations to the Services ordered as a result of changes required to the scope of works discovered before or during the provision of the Services. These variations will be submitted to you for approval, and you shall be required to respond to any variation submitted by us within 10 Business Days. Failure to do so will entitle us to add the cost of the variation to the Order. Payment for all variations must be made in full at the time of their completion.

3. Supply of Services

- 3.1 We will use reasonable efforts to provide Services on the Date specified in the relevant Order. However, unless expressly agreed otherwise, the Date is indicative only.
- 3.2 We will provide the Services at the specified location set out in the relevant Order or any other location agreed with you in writing.
- 3.3 Subject to clause 12, if the specified location is at your premises, you must provide our Representatives with suitable access to your premises during normal business hours, together with any assistance reasonably required by our Representatives to perform the Services.

4.1 Cancellation

- Either party may cancel an Order by written notice if the other party:
 - (a) commits a material breach of these Terms which is not remedied within 20 Business Days of written notice of the breach from the other party; or
 - (b) suffers an Insolvency Event.
- 4.2 If we are unable to provide Services to you, due to reasons beyond our reasonable control, we may cancel the Order (in whole or in respect of any instalment) by giving written notice to you. We will repay you any amount you have paid to us in advance for the relevant Services. We will not be liable for any loss or damage arising from such cancellation.
- 4.3 You may cancel delivery of the Services by written notice served within 24 hours of placement of the Order.

PART C: PRICE

Part C sets out terms relating to the Price for Services.

5. Price

- 5.1 The Price for Services will be:
 - (a) calculated in accordance with our current price list as at the date you submit the relevant Order; or
 - (b) calculated based on our standard hourly rate as at the Date the Services are provided; or
 - (c) the Price that we have quoted for Services (subject to clause 5.5).
- 5.2 We may update our standard hourly rates at any time or notice to you in advance. Any such updates will only apply to Orders placed after the effective date of the update.
- 5.3 Unless otherwise stated, the Price does not include GST.
- 5.4 We may charge you for insurance, disbursements and any applicable taxes, duties and levies, in addition to the Price.
- 5.5 Where we provide a quotation, proposal or estimate:
 - (a) unless otherwise specified, the quotation, proposal or estimate is valid for 30 days from the date of issue and may be subject to such further conditions as are expressly set out in the quote, estimate or pricing;
 - (b) we may withdraw the quotation, proposal or estimate at any time before you accept it or we accept an Order by notice in writing to you; and
 - (c) the quotation, proposal or estimate will be exclusive of any applicable additional amounts referred to in clause 5.4.

PART D: PAYMENT TERMS

Under these Terms, we may supply Services to you on credit. It is very important to us that you pay us in full by the due date for payment. The following clauses provide additional protections for us to reflect that arrangement, including terms that will apply if there are any delays or disputes relating to payments.

6. Payment

- 6.1 You must pay us all Amounts Owing to our bank account (notified to you and updated at any time) or any other payment method that we agree with you.
- 6.2 Payment shall be:
 - (a) before delivery of the Services; or
 - (b) by way of instalments/progress payments in accordance with the Order; or
 - (c) as indicated on our invoice; or
 - (d) 20th of the month following; or
 - (e) 14 days from the date of the invoice; or
 - (f) no later than 7 days from the date of the invoice (unless otherwise stated on the invoice), and
 - (g) in full without deduction, withholding, set-off or counterclaim.
- 6.3 If you have any dispute relating to an invoice issued by us, you:
 - (a) must notify us of that dispute in writing within 7 days from the date of invoice (after that period, unless there is a manifest error, you will be deemed to have accepted the invoice); and
 - (b) will only withhold payment of the amount in dispute and will, upon resolution of any dispute, immediately pay the balance (if any) due to us.

6.4 We and you each agree to promptly deal with any disputed invoices and, where possible, to resolve disputes before the due date for payment.

7. Credit terms and repayment obligations

- 7.1 The provision of Services to you on credit is subject to our approval. We may use the services of credit reporters and debt collection agencies (in accordance with clause 13.2).

7.2 You must notify us immediately:

- (a) if you suffer an Insolvency Event. Any Amount Owing will, whether or not due for payment, immediately become due and payable if an Insolvency Event occurs; or
- (b) if you are a company and there is a material change in your effective management or ownership.

8. Deposit and guarantee

- 8.1 We may require that you pay us in advance, or pay a deposit, or provide a guarantee, before we supply Services, as security for any Amount Owing.
- 8.2 If we cancel an Order (for reasons other than your breach of these Terms), we will refund any deposit that you have paid to us in full. Otherwise, any deposit that you pay to us is non-refundable, unless we expressly agree otherwise in writing.

9. Late payments

- 9.1 If payment in full of any Amount Owing (which is not subject to a genuine dispute) is not made to us on the due date, we may:
 - (a) suspend, or cancel (in accordance with clause 4.1(a)), the provision of any or all Services to you;
 - (b) cancel any rebates or discounts (whether or not previously credited); and
 - (c) charge you interest at a rate of 2.5% per month on the balance of the outstanding amount from the due date of payment until the date the outstanding amount is paid, accruing daily and charged monthly.

10. Costs of recovering Amounts Owing

- 10.1 You must reimburse us for any costs and expenses we incur to recover any Amount Owing, including any debt collection fees or commission and full legal expenses.

11. Security

- 11.1 We reserve the right to require a guarantee, or any other additional security (at your cost), as security for payment, before we provide Services to you.

PART E: COMPLIANCE AND INFORMATION

Part E sets out the provisions relating to health and safety, privacy, confidentiality and intellectual property rights. Unless we agree otherwise, we own all intellectual property rights in the Services.

12. Health and safety

- 12.1 Each party will comply with the Health and Safety at Work Act 2015 (HSW Act), including all applicable regulations under the HSW Act, as well as all applicable standards and codes of practice relating to health and safety. In addition, each party

will comply with the other party's pre-notified and reasonable health and safety policies when on the party's premises.

12.2 You must notify us of any known hazards arising from your premises to which a work or any person may be exposed while on the premises, and ensure that your workplace is without risks to the health and safety of any person.

12.3 Each party must consult, co-operate with and co-ordinate activities with all other persons who have a health and safety duty in relation to the same matter in providing the Services (including in connection with the delivery of the Services).

13. Privacy

13.1 We may collect, use and share Personal Information:

- (a) for the purposes of the performance of our obligations or exercise of our rights under these Terms; and
- (b) in accordance with the Privacy Act 2020.

This may include sharing Personal Information with our Related Companies.

13.2 We may use the services of credit reporters and debt collection agencies. We may provide your Personal Information to those agencies in order to use their services. Information disclosed to credit reporters (including default information) will be held by them and used to provide credit reporting services.

13.3 If you provide us with any information about a third party (including a Representative), or authorise us to collect that information, you confirm that you are authorised by the individual concerned to provide their Personal Information to us or authorise the collection of information about them in accordance with this clause 13. You also confirm that you have informed the individual of their rights to access and request correction of Personal Information.

13.4 You (if you are an individual) and your Representatives have the right to access, and request correction of, any of your Personal Information held by us.

14. Confidentiality

14.1 Each party must keep confidential all Confidential Information.

14.2 Nothing in clause 14.1 prevents a party from disclosing Confidential Information if disclosure is:

- (a) required by law, or Regulator (but only to the extent required);
- (b) is reasonably required to enable a party to perform its obligations or exercise its rights under these Terms; or
- (c) to a Related Company or Representatives on a 'need to know' basis, provided that person is under a duty to keep the Confidential Information confidential in accordance with these Terms.

14.3 We may also use any information that we collect in connection with the Services provided, in accordance with applicable law, to improve our Services, for statistical and research purposes, and for general information purposes including to provide industry and market insights. You grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and sub-license information for this purpose. Any information that we disclose or publish will be in a fully aggregated and de-identified form (to ensure that it does not identify any individuals and your information remains confidential).

15. Intellectual property

15.1 We own all rights, title and interest in the intellectual property rights, in the Services at all times.

15.2 Any new intellectual property which is created by us or on our behalf, including as a result of, or in connection with, the provision of our Services, will be owned by us, unless otherwise agreed in writing.

15.3 You assign all intellectual property rights to us with effect from creation, to the extent required to give effect to clause 15.1 and 15.2, and agree to do all things reasonably required by us to give effect to such assignment.

15.4 You warrant that the use by us of any designs, instructions or specifications supplied to us by you will not infringe the intellectual property rights of any other person and indemnify us against any losses, damages, liabilities or costs (including full legal costs) that we may suffer or incur in the event of any such infringement.

PART F: SUSPENSION OF SERVICES, DISPUTE RESOLUTION AND LIABILITY

If a dispute arises under these Terms, we must follow the process in this part F to resolve the matter. If a claim arises under these Terms, any amount payable by you or us will be limited by the maximum liability and exclusions set out in this Part F.

16. Suspension of Services

16.1 Where the contract is subject to section 24A of the Construction Contracts Act 2002, you hereby expressly acknowledge that:

- (a) we have the right to suspend work within 5 Business Days of written notice of its intent to do so if a payment claim is served on you, and:
 - (i) the payment is not paid in full by the due date for payment in accordance with clause 0 and/or any subsequent amendments or new legislation and no payment schedule has been given by you; or
 - (ii) a scheduled amount stated in a payment schedule issued by you in relation to the payment claim is not paid in full by the due date for its payment; or
 - (iii) you have not complied with an adjudicator's notice that you must pay an amount to us by a particular date; and
 - (iv) we have given written notice to you of our intention to suspend the carrying out of construction work under the construction contract.
- (b) if we suspend work, we:
 - (i) are not in breach of contract; and
 - (ii) are not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by you or by any person claiming through you; and
 - (iii) are entitled to an extension of time to complete the contract; and
 - (iv) keep our rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
- (c) if we exercise the right to suspend work, the exercise of that right does not:
 - (i) affect any rights that would otherwise have been available to us under the Contract and Commercial Law Act 2017; or
 - (ii) enable you to exercise any rights that may otherwise have been available to you under that Act as a direct consequence of us suspending work under this provision.
- (d) due to any act or omission by you, you effectively preclude us from continuing the Services or performing or complying with our obligations under this contract, then without prejudice to our other rights and remedies, we may suspend the Services immediately after serving on you a written notice specifying the payment default or the act, omission or default upon which the suspension of the Services is based. All costs and expenses incurred by us as a result of such suspension and recommencement shall be payable by you as if they were a variation.

16.2 If pursuant to any right conferred by this contract, we suspend the Services and the default that led to that suspension continues un-remedied subject to clause 4.1 for at least 10 Business Days, we shall be entitled to terminate the contract, in accordance with clause 4.

17. Dispute Resolution

17.1 If a dispute arises out of or in connection with these Terms, either party may give a notice to the other setting out the details of the dispute (**Dispute Notice**).

17.2 Following receipt of a Dispute Notice:

- (a) a Representative of each of us (with authority to settle the dispute) will meet, within 10 Business Days, to try to resolve the dispute;
- (b) if the dispute is not resolved within 10 Business Days of our Representatives meeting (or if the meeting does not take place, for any reason, within 10 Business Days of the date of a Dispute Notice), the dispute will be referred to the senior manager of each party (if applicable), who will try to resolve the dispute within a further 10 Business Days; and

(c) if the dispute is not resolved by our respective Representatives in accordance with clause 17.2(b), then either party may commence court proceedings.

17.3 This clause 16 does not restrict either party from applying to a court for interim measures or any other form of urgent relief at any time. However, neither party may commence any other form of court proceeding without first following the procedure set out in this clause 16.

17.4 Each party must continue to perform its obligations in these Terms, despite the existence of a dispute, subject to the termination rights set out in these Terms.

18. Consumer Guarantees Act and Fair Trading Act

18.1 If Services include any Consumer services, nothing in these Terms will affect any rights you may have as a consumer under the Consumers Guarantees Act 1993 (**CGA**) and the Fair Trading Act 1986 (**FTA**).

18.2 If you are acquiring, or hold yourself out as acquiring, the Services in trade, to the extent permitted by law:

- (a) for the purposes of section 5D of the FTA, the parties are contracting out of Sections 9, 12A, 13 and 14(1) of the FTA;
- (b) you are contracting out of the CGA (to the extent that the CGA would otherwise apply to any matters covered by these Terms); and
- (c) it is fair and reasonable for the parties to be bound by this clause 18.2.

19. Defective Services

19.1 You shall inspect the Services on completion and shall notify us of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. You shall afford us an opportunity to inspect the Services within a reasonable time following completion if you believe the Services are defective in any way. If you fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect.

19.2 For defective Services, which we have agreed in writing that you are entitled to reject, our liability is limited to the provisions of clause 22.1 provided that you have complied with the provisions of clause 19.1.

20. Warranties

20.1 We warrant that all Services are free from material defects in workmanship. However, this warranty will not cover any defect or damage to the extent that it is caused by any fault or defect in our Services resulting from any of your (or your Representatives) act or omissions (outside of the ordinary use of the Services).

20.2 To the fullest extent permitted by law (including as set out in clause 18.1), except as expressly set out in these Terms, we expressly exclude all warranties, representations, descriptions, statements, terms or conditions (whether express or implied) whether under statute, law, trade, custom or otherwise that would (but for this clause) apply to the Services.

21. Third party suppliers

21.1 If you request and authorise us to arrange the provision of Services directly to you by a third party supplier (whether or not such arrangement involves us contracting as your agent), to the extent applicable, these Terms will apply to our Services in arranging such supply, provided that we exclude all liability in connection with the supply of Services to you directly by a third party supplier. You agree to pay any commission or other payments due to us in accordance with these Terms.

22. Limitation of liability

22.1 To the extent permitted by law, our total liability under or in connection with these Terms and the Services is limited to:

- (a) supplying the Services again; or
- (b) the payment of the cost of having the Services supplied again.

22.2 If we have any liability under or in connection with these Terms, to the maximum extent permitted by law:

- (a) our total aggregate liability to you for any loss, damage or liability arising out of or in connection with these Terms will be limited to the Price paid by you to us for the applicable Services; and
- (b) we will not be liable for any:
 - (i) indirect, special or consequential loss or damage whatsoever; or
 - (ii) loss of profits, revenue, data, goodwill, customers or opportunity or loss of or damage to reputation.

22.3 The limitations and exclusions on liability in this clause 22 will apply irrespective of the legal basis for the applicable claim, including contract, equity, tort (including negligence) or statute.

22.4 In no circumstances will we have any liability whatsoever under or in connection with these Terms:

- (a) for the acts or omissions of your Representatives or any third party;
- (b) for any act or omissions of performance in accordance with your instructions (or instructions from your Representatives); or
- (c) to any third party.

PART G: GENERAL

Part G describes miscellaneous provisions necessary for the proper operation of these Terms.

23. General Governing Law: These Terms are governed by and to be construed in accordance with the laws of New Zealand and each party submits to the exclusive jurisdiction of the courts of New Zealand.

23.2 Previous Agreements: These Terms constitute the entire agreement of the parties about its subject matter and supersedes any previous written agreements and written representations.

23.3 Sub-contracting: We may subcontract the performance of our obligations (including to a Related Company), on the basis we remain solely liable to you for the performance of our obligations.

23.4 Assignment: You must not assign, novate or transfer your rights or obligations under these Terms without our prior written consent (which may be withheld in our sole discretion). We may assign these Terms to any other person on notice to you (provided that we will request your prior approval (not to be unreasonably withheld or delayed) if the assignment could have any material adverse effect on you). Without limiting the foregoing, we may assign to any other person all or part of the Amount Owing by you to us.

23.5 Amendments: Any amendment to these Terms must be in writing signed by each party, except where stated otherwise in these Terms or where we are required to make changes to ensure compliance with applicable laws (in which case we notify you of the changes in writing).

23.6 Force majeure: We will not be liable to you for any failure or delay in performing our obligations under these Terms where such failure or delay is caused by events or circumstances beyond our reasonable control, including any strike, lockout, labour dispute, delay in transit, embargo, epidemic, pandemic, accident, emergency, order of government or other authority or act of God.

23.7 Waiver: A single or partial exercise or waiver of a right relating to these Terms does not prevent any other exercise of that right or the exercise of any other right.

23.8 Survival: Any provision of these Terms, which is by its nature a continuing obligation, will survive termination.

23.9 Rights of Third Parties: These Terms are not intended to confer a benefit on any person other than the parties to these Terms.

23.10 Relationship: We will provide Services to you as an independent service provider. Nothing in these Terms creates any partnership, joint venture or employment relationship between the parties.

23.11 Non-exclusive: These Terms are not exclusive and do not impose any restriction on us providing Services to you, or you purchasing any services from, any other person.

23.12 Counterparts: These Terms may be executed in any number of counterparts (including by electronic signature or by email exchange of .pdf copies) which together will constitute the one instrument.

PART H: DICTIONARY

Part H sets out a Dictionary, to define the capitalised terms used in these Terms.

24. Definitions

Amount Owing means any amount owed by you to us, from time to time, including the Price, any applicable amounts referred to in clause 0, any interest payable by you, your liability under these Terms and any enforcement costs incurred by us in seeking payment of any Amounts Owing by you.

Business Day means Monday to Friday, excluding public holidays in New Zealand.

Confidential Information means all information that could be reasonably regarded in the circumstances as confidential, including information which relates to the business, interests or affairs of a party, the terms of use, the Services (as applicable), and intellectual property rights, but excludes information which is:

- (a) in the public domain, other than as a result of a breach of these Terms;
- (b) in the possession of a party prior to the commencement of these Terms without any obligation of confidentiality; and
- (c) is independently developed or acquired by a party prior to the commencement of these Terms without relying on information which would itself be Confidential Information.

Consumer has the meaning given to that term in the Consumers Guarantees Act 1993.

Date means the date for the provision of the Services, as specified in the Order.

Insolvency Event means, in relation to a party, any step is taken toward any of the following steps, or any of the following steps has occurred:

- (a) the primary, or all, of its business activities being suspended or ceasing;
- (b) the presentation of an application for its liquidation;
- (c) the making of any compromise, proposal or deed of arrangement with all or some of its creditors;
- (d) the appointment of a liquidator, receiver, statutory manager, or similar official;
- (e) the suspension or threatened suspension of the payment of its debts;
- (f) the enforcement of any security against the whole or a substantial part of its assets;
- (g) if you are an individual, anything having a similar effect to any of the events specified above happens in relation to you;
- (h) any other insolvency event or proceedings analogous to any of the foregoing occurs in any relevant jurisdiction,

in each case, unless it takes place as part of a solvent reconstruction, amalgamation, merger or consolidation.

Order means an Order for Services that you submit to us and we approve, in accordance with clause 2.

Personal Information has the meaning given to that term in the Privacy Act 2020.

Price means the Price payable, in accordance with clause 5.1.

Regulator means any authority, commission, government department, court, tribunal, or similar having regulatory or supervisory authority over the parties or any of the Services.

Related Company has the meaning given to it in the Companies Act 1993, read as if a reference to company was a reference to any body corporate of any jurisdiction.

Representatives means directors, officers, employees, agents and contractors of the relevant party.

Services means any Services supplied by us to you at any time, including the Services specified in an Order.

Specific Terms means any terms that are included in Part I to these Terms.

Terms means these Terms of Trade (including any Specific Terms outlined in Part I), as may be amended from time to time, each Order and any additional terms expressly agreed in accordance with clause 1.2 (if applicable).

We or us means the supplier of Services, TCC Concrete Cutting and Core Drilling Limited.

You or your means the customer purchasing Services from us.

25. Interpretation

In these Terms, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation includes all regulations, orders, instruments, codes, guidelines or determinations issued under that legislation or and any modification, consolidation, amendment, re-enactment, replacement or codification of it;
- (c) a reference to "in writing" includes by email;
- (d) the words "include" or "including", or similar expressions, are to be construed without limitation;
- (e) a reference to a party to includes that party's successors and permitted assigns and substitutes; and
- (f) a word importing the singular includes the plural and vice versa.

PART I: SPECIFIC TERMS

Part I details any specific terms that apply to your order of Services.

26. Additional charges

You acknowledge and agree that:

- (a) in the event that you request us to provide the Services urgently, that may require our staff to work outside normal business hours (including, but not limited to, working through lunch breaks, weekends and/or Public Holidays) then we reserve the right to charge you additional labour costs (penalty rates will apply at time and a half normal rates) and travel time, unless otherwise agreed between both parties; and
- (b) we reserve the right to vary the Price in the event of:
 - (i) increases to us in the cost of labour which are beyond our control; or
 - (ii) where additional Services are required as result of unforeseen circumstances (including, but not limited to, incorrect plans, measurements or specifications provided by you, limitations to accessing the site, prerequisite work by a third party not being completed, changes to the scope of Services or depth levels, thickness of concrete, excessive steel, obscured site defects such as barriers below the surface, steel or underground services etc.);
 - (iii) the site being in a condition as to make it necessary for us to attend to the cleaning before or during the provision of the Services.

26.2 Any variations to the Price will be dealt with in accordance with the provisions of clause 2.5.

27. Information we provide

27.1 Any advice, recommendation, information or assistance provided by us in relation to the Services supplied is given in good faith to you, or your agent and is based on our own knowledge and experience and shall be accepted without liability on our part. Where such advice or recommendations are not acted upon then we shall require you or your agent to authorise commencement of the Services in writing. We shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services. Accordingly, we offer no warranty in regard to the aforementioned.

28. Information we require

28.1 We shall be entitled to rely on the accuracy of any plans, specifications and information provided by you. You acknowledge and agree that in the event that any of this information provided by you is inaccurate, we accept no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

29. Site access

29.1 You shall ensure that we have clear and free access to the site at all times to enable us to undertake the Services. We shall not be liable for any loss or damage to the site

(including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of us.

29.2 It is your responsibility to ensure that access is suitable to accept the weight of laden trucks, front end loaders or other earth moving equipment as may be deemed necessary by us. You shall pay the cost of replacement, repair or rectification to any paths, driveways, and access routes to the property.

30. Your responsibilities

30.1 It is your responsibility to:

- (a) ensure that the site is cleared and free of all obstacles that may hinder the proper and continued performance of the Services;
- (b) mark out clearly and accurately all drilling, sawing, and the line of cut and/or the position of holes (and/or other Services) prior to our arrival at the site;
- (c) supply:
 - (i) water access at standard mains pressure within thirty (30) metres to the site;
 - (ii) electricity through an earth leakage system supplied by a licensed electrician within thirty (30) metres. Power supply of two-hundred and forty (240) volts must be available via a spider board thirty (30) metres distance from work areas; and
 - (iii) sufficient protection to drainage to prevent waste water from entering when drilling or sawing is undertaken.

30.2 Where we are required to supply electricity or water, you shall be charged in addition to the Price at the current rates agreed before provision of the Services.

30.3 Where the site is high-rise (over three (3) levels above ground), you are to arrange appropriate access to elevators and/or crane, or to provide labour to carry equipment to the required floor/level.

30.4 You acknowledge that in the event asbestos, or any other toxic substances are discovered at the site that it is their responsibility to ensure the safe removal of the same. You further agree to indemnify us against any costs incurred by us as a consequence of such discovery. Under no circumstances will we handle removal of asbestos product.

30.5 Prior to us commencing any work you must advise us of the precise location of all underground services on the site and clearly mark the same. The underground mains and services you 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 pumping mains, and any other services that may be on site.

30.6 Whilst we will take all care to avoid damage to any underground services you agree to indemnify us 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 clause 30.5.

31. Your acknowledgments

31.1 All potential surfaces are subject to an inspection by us prior to the commencement of the Services. In the event that the surface is deemed unsuitable, then we reserve the right to halt the Services until such time as it is agreed between us and you as to the additional cost in further preparation of the surface in order to make it fit for the Services to commence. The additional cost shall be charged as a variation to the Order as per clause 2.5.

31.2 You acknowledge and agree that concrete sawing and drilling operations generate concrete slurry which can stain, discolor, and contaminate existing work areas. You further agree that it is your responsibility, unless otherwise agreed, to make provisions for cleaning and removal of all concrete slurry generated from the Services.

31.3 Whilst we shall endeavour to take all care and responsibility to meet your requirements, such as the cutting of straight lines, you acknowledge that for long distance cutting the coverage could be subject to slight variances that are beyond our control, due to surface difficulties that provide an unstable surface. Such a variation is not considered defective but is an acceptable standard of variation.

31.4 We shall not be held liable or responsible for any damage to:

- (a) the Services caused by outside agents. Where you request us to repair such damage then we reserve the right to charge you for any costs incurred in rectifying such damage;
- (b) suspended slabs, capping beams, pre stress cables (stressing cables), columns, beams, piles, concrete retaining walls, concrete beams, concrete lintels, concrete floors, brick walls, sandstone walls, helbel walls, electrical cables and wiring, water, slush damage, fibre optic cables, water pipes and gas;
- (c) Services inducted into walls and floors;
- (d) carpet and/or tile grouting caused by concrete sludge in wet air, bathrooms, kitchens, ensuite or laundries;
- (e) finished products including granite, slate, marble, bench tops, air conditioning, stone-ovens, range hoods, kitchen sinks, fridges, dishwashers, hot heater gas fittings, basin vanities, hand basins, toilets, bath or shower drains, shower screens or glass, spa baths, washing machines, clothes dryer tubs, fencing, pool fencing or gates, windows, light switches or vents;
- (f) Services damaged by machine, water or concrete sludge.

31.5 You acknowledge that:

- (a) concrete density varies through different levels of hardness and, as a result, on completion of the Services the floor appearance may not conform to original expectation;

- (b) we are not responsible for what lies beneath the concrete surface of the contracted work area and therefore we cannot be held responsible for the floor design, colour or general appearance that emerges after grinding and polishing work has been completed;

- (c) concrete is a porous material and as a consequence we cannot be held responsible for holes and pinholes, however numerous, that appear on the surface after completion of the Services;

- (d) due to the constituency of concrete, scratch marks may appear on the surface following the completion of the Services. While we will exercise due care and diligence to eliminate or minimize such markings, you indemnify us against all liability howsoever arising as a result.