

Terms & Conditions of Trade

1. Definitions

Onform means Onform Limited. Client means the person or entity ordering goods or services.

2. Acceptance

These terms apply when a quote is accepted, work begins, or goods/services are supplied.

3. Quotes & Scope

Quotes are valid for 30 days unless otherwise stated. Any work outside the quoted scope, including variations requested by the Client, may result in additional charges.

4. Price & Payment

All invoices are due for payment within 7 days of the invoice date unless otherwise agreed in writing. Late payments may incur interest at a rate of 2.5% per month calculated daily from the due date until payment is received. The Client shall be liable for all costs incurred by Onform in recovering any overdue amounts, including legal and debt collection costs.

5. Fuel Surcharge

Onform reserves the right to apply a fuel surcharge where there are significant increases in fuel costs between the date of quotation and the delivery or execution of the work. Any such surcharge will be reasonable and reflective of actual increased costs incurred.

6. Material Cost Increases

All pricing is based on material costs at the time of quotation. If material costs increase prior to procurement or completion of the work, Onform reserves the right to adjust pricing to reflect the increased cost. Onform will notify the Client of any such increases as soon as reasonably practicable.

7. Construction Contracts Act 2002 (NZ)

7.1 Application

This clause applies to all construction work as defined under the Construction Contracts Act 2002 ("the Act").

7.2 Payment Claims

Onform may issue payment claims in accordance with the Act. Each payment claim will: (a) be in writing and clearly state that it is a "Payment Claim" made under the Construction Contracts Act 2002; (b) identify the construction work and/or related goods and services to which the claim relates; (c) state the claimed amount; (d) specify the due date for payment; and (e) include the prescribed statutory notice required by the Act.

7.3 Payment Schedules

The Client must provide a payment schedule in response to any payment claim: (a) within 5 working days of receipt of the payment claim; or (b) no later than the due date for payment, whichever is earlier. The payment schedule must: (i) be in writing; (ii) identify the payment claim

to which it relates; and (iii) state the amount (if any) that the Client proposes to pay and the reasons for any difference from the claimed amount.

7.4 Failure to Provide Payment Schedule

If the Client fails to provide a valid payment schedule within the required timeframe: (a) the full amount of the payment claim shall become immediately due and payable; and (b) the Client shall have no right to dispute the claimed amount except by adjudication under the Act.

7.5 Suspension of Work

If the Client fails to pay the amount due by the due date, Onform may suspend the carrying out of construction work by giving written notice in accordance with the Act. During any period of suspension: (a) Onform shall not be liable for any loss or damage suffered by the Client; and (b) the Client shall be responsible for all reasonable costs and expenses incurred by Onform as a result of the suspension and subsequent recommencement of work.

7.6 Adjudication

Either party may refer a dispute to adjudication in accordance with the Act. The Client acknowledges that adjudication determinations are binding on an interim basis and enforceable as a debt due.

7.7 Enforcement

Onform reserves all rights under the Act to recover unpaid amounts, including the right to seek judgment for unpaid payment claims and to enforce adjudication determinations.

8. Variations

Any variation to the agreed scope of work must be approved by the Client and may result in additional charges and/or time extensions.

9. Delivery & Installation

Delivery and installation timeframes are estimates only. The Client must ensure safe and reasonable access to the site. Any delays caused by site conditions may result in additional charges.

10. Risk & Title

Risk in the goods passes to the Client upon delivery. Title in the goods remains with Onform until full payment has been received.

11. Client Responsibilities

The Client is responsible for approving all proofs, plans, and specifications prior to production. Onform shall not be liable for errors once approval has been given.

12. Defects & Warranty

Any defects must be reported within 7 days of completion. Onform provides a 3-month workmanship warranty from the date of completion.

13. Intellectual Property

All designs, drawings, and intellectual property remain the property of Onform unless otherwise agreed in writing.

14. Cancellation

If the Client cancels any order or contract, the Client shall be liable for all costs incurred up to the date of cancellation, including materials, labour, and administration costs.

15. Liability

Onform's liability is limited to the value of the goods or services supplied. Onform shall not be liable for any indirect, consequential, or economic loss.

16. Health & Safety

The Client must provide a safe working environment and comply with all applicable health and safety laws and regulations.

17. General

These terms are governed by the laws of New Zealand. Any disputes shall be subject to the jurisdiction of the New Zealand courts.