

Quotation Terms & Conditions

We would respectfully submit the following terms in respect of our quotation:

- 1) PRO Environmental Services Ltd. does not accept any retention sums for any work undertaken.
- 2) Variation of work and additional costs and schedules may incur to additional fees, which will always be discussed and agreed upon between the Client and our team prior to confirmation.
- 3) Terms of payment - for Domestic Customers a deposit of 50% is required prior to starting the project and full payment is required 7 days from the date of invoice.
- 4) Terms of payment - for Commercial Clients no later than the 20th of the month following invoice. Some commercial projects could require deposit prior start.
- 5) Allowance for welfare facilities or security will be the responsibility of the client unless agreed prior to the contract, failure to organise this will result in the works not proceeding and aborted visit charges applied.
- 6) Mains water and 240v 10amp power supply to be made available for the duration of the works. Depends on the size of the project we may require commercial lifeguards.
- 7) Parking space for 1/2 vans and decontamination unit (if required), to be the client's responsibility.
- 8) All working area to be free of any obstructions.
- 9) All Services affected by the works are to be made safe by prior to our commencement and a copy of isolation certificates to be provided, failure to provide these documents will result in delay costs.
- 10) No responsibility for damage to decor will be accepted.
- 11) Our quotation does not include for abortive site visits, these will be charged at \$ 600.00 per man day, and we will require 48-hour notice of any cancelations, so this cost can be avoided.

Terms & Conditions of the Business

Definitions

In these terms and conditions the following words shall have the meanings given in this clause:

'we', 'us' or 'our' is a reference to PRO Environmental Services Company Limited

'Customer', 'you' or 'your' is a reference to the person to whom we are supplying Services and who is required to pay for the Services we supply;

'Conditions', 'Agreement' means the terms and conditions set out in this document and any special terms and conditions agreed in writing by us;

'Default' means any breach and/or failure by the Customer to meet a payment or comply with any other obligation imposed on the Customer pursuant to this Agreement;

'Materials' means any materials, goods, parts or items we need to buy necessarily in order to perform the Services;

'Equipment' means any Goods hired to the Customer by PRO Environmental Services;

'Goods' means any building materials supplied or Equipment hired to the Customer by PRO Environmental Services;

'PPSA' means the Personal Property Securities Act 1999 and 'PPSR' means the Personal Property Securities Register;

'Days' means all days including weekends and public holidays

'Parties' is a reference to both us and you;

'Premises' means the place where we will provide the Services;

'Price' means the price for the Services and materials including GST;

'Services' means the Services described on our quotation and as we agree from time to time.

Conditions Applicable

These Conditions shall apply to all contracts for the provision of Services by us to you to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under any purchase order, confirmation of order, or similar document.

When you sign the quotation, we and you will enter into a legally binding contract on the date you sign.

PRO Environmental Services will provide the Customer with a written quotation for the Services and the quotation will be open for acceptance by the Customer for a period of thirty (30) Days from the date of the quotation.

Where a Customer has previously accepted a quotation of PRO Environmental Services (i.e. and completed the Acceptance of Quotation included in this Agreement), the Customer will be deemed to have accepted a further quotation from PRO Environmental Services and this Agreement by signing the further quotation provided.

All quotations are based on costs of materials, labour rates, wages, freight (whether overseas, coastal or inland), foreign exchange, customs duty and primate ruling at the date of quotation and PRO Environmental Services reserves the right to adjust the same on account of any increases in such costs occurring before acceptance and confirmation whether such are known to PRO Environmental Services at date of acceptance and confirmation or not. PRO Environmental Services also reserves the right to increase contract prices on account of any such increases occurring between the dates of acceptance and confirmation and completion of performance and notwithstanding anything hereinbefore contained or implied in this clause PRO Environmental Services reserves the right to notify the Customer of any overall increase in the contract price of the Services occasioned by increases occurring in respect of any or all of the foregoing costs.

Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by us.

The price quoted for the Services will at all times be exclusive of GST.

GST is payable by the Customer in addition to the price quoted for the Services.

You should keep a copy of these Conditions for your records.

Price and Payment

The Price shall be our quoted price on our quotation. The Price is the full cost to be paid.

Payment of the Price shall be payable in one of three ways:

- 1) at the time you place your order; or in a number of staged payments which requires a non-refundable 50% deposit.
- 2) Stage payment amounts will be agreed between us when the parties enter into the contract and the balance when you receive our invoice upon completion of the Services. Stage payments should be paid within 14 days of receiving the invoice.
- 3) at the time you receive our invoice upon completion of the Services. (7 day for domestic Customers and no later than the 20th of the month following invoice for commercial Customers).

The time of payment that the Customer is to pay for the Services is an essential term of this Agreement.

PRO Environmental Services may serve the Customer with payment claims under the Construction Contracts Act 2002 irrespective of the payment method selected under this Agreement. If this occurs, PRO Environmental Services must also provide the Customer with information which sets out the Customer's rights and obligations under the Construction Contracts Act 2002.

The Customer may not withhold payment or make any deductions from and/or set off any amount against any amount owing without PRO Environmental Services prior written consent.

PRO Environmental Services may impose a credit limit at its sole discretion, and may alter the credit limit without notice. If the credit limit is exceeded by the Customer, PRO Environmental Services may refuse to continue with the Services for the Customer. If PRO Environmental Services at any time deems the credit of the Customer to be unsatisfactory, it may require security for payment and the Customer will make such security available.

The Customer hereby authorises PRO Environmental Services to conduct all credit checks and searches of the Customer and its financial and business affairs deemed necessary by PRO Environmental Services. The Customer will provide all necessary written authorisations for such credit checks and searches as requested from time to time by PRO Environmental Services.

Default

In the event of Default:

PRO Environmental Services may suspend or terminate this Agreement; and [a] any amount owing by the Customer shall immediately become due and payable notwithstanding the due date for payment has not passed.

If the Customer fails to pay monies on a due date, PRO Environmental Services may (at PRO Environmental Services discretion):

1) charge interest on all overdue accounts at a rate of 6% per month calculated on a daily basis until it is received in full by PRO Environmental Services but without prejudice to all or any of PRO Environmental Services other rights and remedies under this Agreement (and any payments received by PRO Environmental Services will be applied firstly against such interest);

2) revoke, without notice, any previously agreed entitlement to any discount; and

3) PRO Environmental Services is entitled to recover from the Customer all costs PRO Environmental Services may incur in attempting to collect the amount owing including full solicitor-client costs and any other monies owing by the Customer to PRO Environmental Services from time to time whether in relation to this or any other agreement or on any other account whatsoever.

PRO Environmental Services may appoint an agent, inspector, receiver and/or manager in accordance with the Auckland District Law Society (“ADLS”) General Security Agreement Reference number 6301 and utilise the terms of any Memorandum incorporated into that General Security Agreement or any subsequent amendment to or substitution of that General Security Agreement.

Defects

The Customer shall inspect the Services on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify PRO Environmental Services of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford us an opportunity to inspect the Services within a reasonable time following delivery if the Customer believes the Services/Equipment are defective in any way. If the Customer shall fail to comply with these provisions the Services shall be presumed to be free from any defect or damage. For defective Services, which we have agreed in writing that the Customer is entitled to reject, the PRO Environmental Services liability is limited to either (at the PRO Environmental Services discretion) replacing the Services or repairing the Services.

The Services to be Provided

The quantity and description of the Services shall be as set out in our agreed quotation.

Variations from Original Quotation

All variations from original agreed quotation of Services to be provided must be agreed in writing prior to commencement. The variations will then be costed, and itemised and prepared for invoicing as part of the final payment required.

Standard of Providing the Services

Once the parties have entered into a legally binding contract, we will normally start providing the Services to you using the Materials straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.

The Services that are provided are done so in accordance with legislation. We ensure that we are compliant with the statutory Regulations, Codes of Practice and Guidance Information.

We will provide a safe system of work to ensure that asbestos removal works and all our Services are carried out in accordance with current legislation and guidance notes; and without endangering the health and safety of any persons directly or indirectly concerned with the work and any others who may be affected by the works being undertaken.

A Supervisor will always be on site during the performance of Services by us. Any queries, issues or general observations should be raised with them. Further correspondence can be undertaken with the **Director Adrian Czopek at the company's Head Office at 30 Simpson Crescent, Raumati Beach, 021 153 8724 or by mail office@environmentalservices.nz**

Providing the Services

We aim to provide the Services by the dates and times we either agree with you or notify to you. Notwithstanding this we cannot guarantee or provide a firm commitment that:

- We will start performing the Services by a specified date or time; or
- we will complete the performance of all the Services by any specified date or time; or

- the performance by any individual part of the Services will be completed by a specified date or time.
- the Services provided will also be subject to other works completing to agreed timescales.

Limitation of Liability

If any part of the Services is performed negligently or in breach of the provisions of this contract then, on your request, we will carry out such work to rectify any damage caused and/or re-perform the relevant part of the Services or offer a sum by way of compensation.

Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the Price you have paid us.

Except to the extent permitted by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any negligence or breach of the contract on our part and we shall have no liability to pay any money to you by way of compensation other than to refund to you the Price you have paid to us.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

To the maximum extent permitted by law, PRO Environmental Services will be under no liability whatsoever to the Customer for any indirect, special, incidental, consequential or exemplary damages or losses suffered by the Customer arising out of the Services whether actionable in contract, tort (including negligence), equity or otherwise.

PRO Environmental Services accepts no liability of any kind whatsoever for any accident, loss or damage caused to any persons (death, incapacity or whatsoever) and/or property however arising out of the failure of the Services.

In the event that PRO Environmental Services is found liable to the Customer for whatever reason as a result of the services, PRO Environmental Services liability is limited to the lesser of:

- (a) the price of the Goods supplied complained of;
- (b) the cost of completing any necessary repairs or remedial work; or
- (c) the actual loss or damage incurred by the Customer.

Indemnity

The Customer indemnifies PRO Environmental Services against any legal proceedings and any costs involved, resulting from any acts or omissions of the Customer in using any of the Goods provided by PRO Environmental Services, or where PRO Environmental Services becomes liable or suffers any loss due to any material breach of the terms and conditions of this Agreement by the Customer.

Force Majeure

PRO Environmental Services will not be liable for any delay or failure in the performance of any of the obligations imposed by this Agreement, provided that such failure will be occasioned beyond the reasonable control and without the fault or negligence of PRO Environmental Services provided that this clause will not extend to excuse the consequences of insolvency or financial difficulty.

Notices

Every notice given under the terms of this Agreement will be sufficiently given if delivered personally, posted, emailed, or faxed to the intended recipient at his/her last known email address, or facsimile number, or residential address or to the last known email address or facsimile number of that business, or to the last known email address of the registered office of the company pursuant to either section(s) 387 of the 388 of the Companies Act 1993.

Individual Liability and Guarantees

Where the Customer comprises more than one person carrying on business in partnership, each and every individual partner will be jointly and severally liable to PRO Environmental Services in respect of all or any indebtedness or liability of the Customer arising out of this Agreement.

Where the Customer is a limited liability company or other corporation, each of the directors thereof will, upon demand, and in writing interpose and bind themselves as sureties and co-principal debtors with the Customer, jointly and severally, for the due and principal payment of all monies and performance obligations due by the Customer arising out of this Agreement.

Situations or Events Beyond Our Control

There are certain situations or events which occur which are not within our reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs, we will normally attempt to recommence performing the Services as soon the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

The following are examples of events or situations which are not within in our reasonable control:

- where weather conditions make it impossible or unsafe for us to perform any of the Services;
- if Materials that are ordered are not delivered on the date or time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier);
- where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials);
- where we have to wait for other providers of Services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
- where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;
- where the areas in the Premises have not be readied by you as we and you have agreed in order for us to perform the Services;
- for other some unforeseen or unavoidable event or situation which is beyond our control.

If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:

- continuing to wait until we are able to recommence performing the Services. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
- allowing you to cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials for which we have a legal obligation to pay. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 14 days of cancellation.

Sub-contracting

We may sub-contract or delegate some or all of the performance of the Services but we will still continue to be responsible for the performance of the Services and our obligations under this contract.

Guarantee

We guarantee that an acknowledgement will be issued for the removal and safe disposal of Asbestos. All Services provided by us is governed by legislation and codes of conduct.

Entire Agreement

These Conditions set out the whole of our agreement relating to the supply of the Goods and/or Services to you by us. Nothing said by ourselves, by any salesperson, agent, employee, director or other representative on our behalf should be understood as a variation of these Conditions or as an authorised representation about the nature or quality of any Services offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

Your Right to Cancel

We may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Customer. On giving such notice the PRO Environmental Services shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to the PRO Environmental Services for Services already performed. The PRO Environmental Services shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer cancels the delivery of Services the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the PRO Environmental Services as a direct result of the cancellation (including, but not limited to, any loss of profits).

Orders for our Services already accepted by us may be accepted for cancellation or variation, provided they are made in writing. At our discretion we reserve the right to charge for all work carried out or expenses incurred in relation to the order before the acceptance of the cancellation or variation. However less than 7 days' notice of cancellation a further 15% cancellation charge will be applied in addition to the 50% non-refundable deposit

Complaints

If you have any complaints about the Services provided by us, or any aspect of the way we have dealt with the order please contact **Adrian Czopek at the company's Head Office at 30 Simpson Crescent, Raumati Beach, 021 153 8724 or by mail office@environmentalservices.nz**

Security and Charge

In consideration of PRO Environmental Services agreeing to supply the Services/, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

The Customer indemnifies PRO Environmental Services from and against all PRO Environmental Services costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising PRO Environmental Services rights under this clause.

The Customer irrevocably appoints PRO Environmental Services and each director of PRO Environmental Services as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause, but not limited to, signing any document on the Customer's behalf.

In the event of any default I agree that the agent has authority to register a Caveat against my or all property owned by me or which I hold an interest in (including but not limited to an interest as a beneficiary in a Trust) to secure any monies owed under this Contract.

Personal Property Securities Act 1999 ("PPSA")

Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:

- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (b) a security interest is taken in all Goods previously supplied by the Seller to the Customer (if any) and all Goods that will be supplied in the future by the Seller to the Customer.

The Customer undertakes to:

- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to register a financing statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
- (c) not register a financing change statement or a change demand without the prior written consent of the Seller and
- (d) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

The Seller and the Customer agree that nothing in Sections 114(1) (a), 133 and 134 of the PPSA shall apply to these terms and conditions and waives the right to receive a verification statement under Section 148 of the PPSA .

The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA

Consumer Guarantees Act 1993

If the Customer is acquiring the Services/Equipment for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Services/Equipment by the PRO Environmental Services to the Customer.

Privacy Act 1993

The Customer authorises us or our agent to:

- (a) access, collect, retain and use any information about the Customer;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and Services to the Customer.

(b) disclose information about the Customer, whether collected by us from the Customer directly or obtained by PRO Environmental Services from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

Where the Customer is an individual the authorities under this clause are authorities or consents for the purposes of the Privacy Act 1993.

The Customer shall have the right to request us for a copy of the information about the Customer retained by us and the right to request PRO Environmental Services to correct any incorrect information about the Customer held by us.

Dispute Resolution

All disputes and differences between the Customer and PRO Environmental Services touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.

Proper Law of Contract and General

We reserve the right to amend our Terms and Conditions at a later date.

Parties will comply with Section 226 of the Contract and Commercial Law Act 2017 pertaining to electronic signature agree to accept electronic signatures as a form of acceptance

This contract shall be governed and construed by the law of New Zealand and you and we agreed to submit to the exclusive jurisdiction of the courts of New Zealand.

I understand that the quotation for Services presented is subject to the terms and conditions as outlined above and current at this date of acceptance. By approving quotation, I agree to our terms and conditions.