



MEMBRANE ROOF COATING

Sage Crew Limited T/A Membrane Roof Coating

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TERMS OF TRADE

PART A: OVERVIEW OF THESE TERMS

These Terms of Trade apply to all Works that we carry out for you. To make these Terms easy to use, we: (a) have set out a 'Dictionary' in Part H; and (b) have included summaries in blue boxes – for guidance only, they do not replace the Terms.

1. Introduction

- 1.1 These Terms set out all of the terms and conditions that apply to the Works that we carry out for 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 Works you order after we have notified you that we have updated our Terms.
- 1.4 If there is any inconsistency between the documents making up these Terms, unless the parties expressly agree otherwise, the documents will apply in the following descending order of priority:
 - (a) the Order;
 - (b) the Specific Terms;
 - (c) these Terms of Trade (excluding the Specific Terms); and
 - (d) Ancillary Documents.

PART B: ORDERS AND CARRYING OUT OF WORKS

Part B sets out details about placing Orders and carrying out and completion of the Works, responsibility for Approvals, and the process for Defects or cancelled Orders.

2. Order process

- 2.1 You may order Works 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 Works, carrying out the Works, 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.

3. Carrying out of the Works

- 3.1 We will use reasonable efforts to commence the Works on the Commencement Date specified in the relevant Order.
- 3.2 We will carry out and complete the Works using all reasonable skill and care, in accordance with these Terms, applicable Laws, and Approvals, to achieve Completion by the Due Date for Completion.
- 3.3 Despite clauses 3.1 and 3.2, unless we expressly agree otherwise in writing, the Commencement Date and Due Date for Completion are indicative only.

4. Delay

- 4.1 We will be entitled to an extension to the Due Date for Completion by reason of any Variation, any cause beyond our control, any breach of these Terms by you, or wherever permitted by these Terms. Any such extension will be determined by us (acting reasonably) and notified to you.

5. Approvals

- 5.1 You will be responsible to apply for, give all notices in relation to, obtain and to pay for all Approvals required for the carrying out and completion of the Works.
- 5.2 You will also provide us with a copy of any Approvals in relation to the Works upon our request.

6. Site access

- 6.1 You will allow us and our Representatives non-exclusive possession of the Site on the Commencement Date to the extent necessary to allow us to perform our obligations under these Terms.
- 6.2 In accessing the Site, we agree to abide by the health and safety obligations under clause 21. We are not liable for any loss or damage to the Site unless due to our negligence.
- 6.3 If any third parties will be carrying out activity in or around the Site while we carry out the Works, you must notify us in writing and ensure such third parties cooperate with us and do not cause or contribute to a breach of any obligation we owe to you or delay to the Works.

7. Completion of the Works

- 7.1 We may notify you in writing when we consider that the Works have achieved Completion.
- 7.2 You will, within 10 Business Days after receiving our notice under clause 7.1, notify us in writing that:
 - (a) the Works have achieved Completion, stating the date accordingly (Completion Date); or
 - (b) the Works have not yet achieved Completion, giving detailed reasons and proposing work you (acting reasonably) consider needs to be carried out for Completion to be achieved.
- 7.3 Completion will be deemed to have occurred, and the Completion Date will be the last day of that period, if:
 - (a) you fail to confirm Completion has occurred; or
 - (b) you fail to confirm Completion has not been achieved (with reasons) within the period under clause 7.2; or
 - (c) the reasons you provide under clause 7.2(b) are (in our opinion) unreasonable.

8. Materials

- 8.1 We will ensure that the Materials used in the Works are new (unless otherwise agreed with you) and satisfy the requirements of these Terms.
- 8.2 If requested by you, we will use reasonable endeavours to: (a) obtain available product warranties for materials used in the Works; and (b) obtain relevant warranties relating to materials and workmanship from our subcontractors.

9. Title and risk

- 9.1 All goods and other materials comprising the Works, or consumed in the Works, will become your property and title will pass to you when payment is made in full in accordance with clause 14.
- 9.2 Despite the passing of title to you, risk in the Works will not pass to you until Completion.

10. Variations

- 10.1 We will carry out Variations to the Works instructed in writing by you at any time prior to the Completion Date.
- 10.2 You may issue a Variation which increases or decreases the quantity of any work, omits any work, changes the character or quality of any material or work, requires additional work, or changes the level, line, position or dimensions of any part of the Works.
- 10.3 If we consider that any instruction, whether verbal or written, not expressly stated to be a Variation should be treated as one:
 - (a) we will notify you in writing;
 - (b) within 10 Business Days of receipt, you will confirm in writing that it involves a Variation, or give reasons if you disagree; and
 - (c) if you do not respond within that time, the instruction will be treated as a Variation.
- 10.4 The value of any Variation will be: (a) agreed between the parties; (b) failing agreement, determined by us with reference to any schedule of rates included with these Terms; or (c) in the absence of a schedule of rates, determined by us based on what is fair and reasonable.

- 10.5 Where a Variation is valued under clause 10.4(b), we will add a percentage to cover on-site and off-site overheads and profit as detailed on the Order, where the schedule of rates (or absence of one) does not already include such allowances.

- 10.6 The value of Variations will be added to or deducted from the Price.

- 10.7 Where we suffer delay or additional cost due to physical site conditions which substantially increase the cost to us and could not reasonably have been foreseen, such conditions shall be treated as a Variation and clause 10.4 shall apply.

11. Defects

- 11.1 We will remedy all Defects that you notify to us in writing at any time prior to the expiry of 12 months from the Completion Date.
- 11.2 Nothing in these Terms will affect any rights you may have from the implied warranties under sections 362I to 362K of the Building Act 2004.

12. Cancellation

- 12.1 Either party may cancel an Order by written notice if the other party: (a) commits a material breach not remedied within 20 Business Days of written notice; or (b) suffers an Insolvency Event.

12.2 If we are unable to carry out and complete the Works due to reasons beyond our reasonable control, we may cancel the Order by written notice. We will repay any amount paid in advance and will not be liable for any loss or damage arising from such cancellation.

12.3 We will not accept cancellation of any Order after the Order has been accepted by us.

PART C: PRICE

Part C sets out terms relating to the Price for the Works, set on a 'lump sum' or 'cost reimbursement' basis as specified in the Order.

13. Price

13.1 The Price under these Terms will be determined on the basis of either a lump sum or cost reimbursement, as specified in the Order.

13.2 Where the Order specifies: (a) a lump sum, the Price is the sum stated in the Order, subject to adjustments under these Terms; or (b) cost reimbursement, the Price is the net cost of labour, materials, plant and subcontractors, plus an allowance for on-site and off-site overheads and profit, or a schedule of rates where provided.

13.3 Unless otherwise stated, the Price does not include GST.

13.4 We may charge you for freight, insurance, disbursements, and any applicable taxes, duties and levies, in addition to the Price.

13.5 Where we provide a quotation, proposal or estimate: (a) unless otherwise specified, it is valid for 14 days from issue; (b) we may withdraw it at any time before acceptance by notice in writing; and (c) it excludes any additional amounts referred to in clause 13.4.

PART D: PAYMENT TERMS

It is important to us that you pay us in full by the due date. The following clauses set out additional protections and the process for delays or disputes relating to payments.

14. Payment

14.1 We may, upon either: (a) the last day of each month, invoice you for the value of Works carried out (including Variations and materials delivered but not yet incorporated) during the preceding month; or (b) achievement of a payment milestone specified in the Order, invoice the applicable instalment.

14.2 Where a deposit is required under clause 16.1, we may invoice you for the agreed deposit amount at any time.

14.3 You must pay us all Amounts Owing: (a) to our nominated bank account or other agreed payment method; (b) within 20 days from the date of invoice (Due Date); and (c) in full without deduction, withholding, set-off or counterclaim.

14.4 If you dispute an invoice, you must: (a) notify us in writing within 14 days of the invoice date (otherwise, absent manifest error, you are deemed to have accepted it); and (b) only withhold the disputed amount, promptly paying any balance once resolved.

14.5 We and you each agree to promptly deal with disputed invoices and, where possible, resolve disputes before the Due Date.

15. Credit terms and repayment obligations

15.1 Supply of Materials on credit is subject to our prior approval. We may use credit reporters and debt collection agencies (see clause 23.2).

15.2 You must notify us immediately if: (a) you suffer an Insolvency Event (any Amount Owing becomes immediately due and payable); or (b) you are a company and there is a material change in your effective management or ownership.

16. Deposit and guarantee

16.1 We may require advance payment, a deposit, guarantee, or other security before supplying Materials or carrying out the Works, as security for any Amount Owing.

16.2 If we cancel an order for reasons other than your breach, we will refund any deposit in full. Otherwise, any deposit is non-refundable, unless we agree otherwise in writing.

17. Rights to recover Materials

17.1 We retain ownership of all Materials supplied until we have received payment in full of the Amount Owing.

17.2 If you resell or use Materials before ownership has passed, you hold the proceeds of sale on trust for us to the extent of the Amount Owing.

17.3 If any Amount Owing is overdue or an Insolvency Event occurs, you must return Materials on request, or permit us to enter premises to repossess them.

18. Late payments

18.1 If payment in full is not made on the Due Date (and is not subject to genuine dispute), we may: (a) suspend or cancel the Works (in accordance with clause 12.1(a)); (b) cancel any rebates or discounts; and (c) charge interest at 2.5% per month on the outstanding balance, accruing daily and charged monthly.

19. Costs of recovering Amounts Owing

19.1 You must reimburse us for any reasonable costs and expenses incurred to recover any Amount Owing, including debt collection fees or commission and full legal expenses.

20. Security interests

20.1 You acknowledge these Terms create, in our favour, a security interest (as defined in the PPSA) in all Materials and their proceeds (Security Interest), securing the Amount Owing.

20.2 You undertake to promptly sign further documents we may reasonably require to perfect the Security Interest, and to give at least 14 days' prior written notice of any change in your name or other details.

20.3 The parties agree to contract out of sections 114(1)(a), 133 and 134 of the PPSA. You waive your rights under the PPSA to the extent permitted by section 107(2) and to receive a verification statement.

20.4 We reserve the right to require a guarantee or other additional security (at your cost) before providing Materials or carrying out the Works.

PART E: COMPLIANCE AND INFORMATION

Part E covers health and safety, privacy, confidentiality, intellectual property and insurance. Unless we agree otherwise, we own all intellectual property rights in the Materials and Works. Where these Terms apply to residential building work under the Building Act 2004, you may request a disclosure statement and consumer protection checklist before finalising an Order; you acknowledge you have had the opportunity to request this.

21. Health and safety

21.1 Each party will comply with the Health and Safety at Work Act 2015 and all applicable regulations, standards and codes of practice, and each party's pre-notified, reasonable health and safety policies while on the other's premises.

21.2 You must notify us of any known hazards at the Site or your premises and ensure the Site is without risks to health and safety.

21.3 Each party must consult, co-operate and co-ordinate activities with all other persons who have a health and safety duty in relation to the Works.

21.4 We do not assume any duty imposed on you under the HSW Act in connection with these Terms.

22. Free issue materials

22.1 Where you supply materials for us to use, you accept responsibility for those materials, including their suitability and any inherent faults.

22.2 If we reasonably consider materials you supply are non-conforming or will not meet applicable Laws or NZ Standards, we may suspend the Works until conforming materials are sourced.

22.3 Where clause 22.2 applies, we are entitled to: (a) recover all associated costs; and (b) an extension to the Due Date for Completion.

23. Privacy

23.1 We may collect, use and share Personal Information for performing our obligations under these Terms and in accordance with the Privacy Act 2020, including with our Related Companies.

23.2 We may use credit reporters and debt collection agencies and provide your Personal Information to them for that purpose.

23.3 If you provide us information about a third party, you confirm you are authorised to do so and have informed them of their access and correction rights.

23.4 You (if an individual) and your Representatives have the right to access and request correction of your Personal Information held by us.

24. Confidentiality

24.1 Each party must keep confidential all Confidential Information.

24.2 Disclosure is permitted where: (a) required by law or a Regulator; (b) reasonably required to perform obligations under these Terms; or (c) to a Related Company on a need-to-know basis, subject to confidentiality obligations.

24.3 We may refer to you as a customer (including your logo) and publish testimonials you provide, accurately representing your experience. Contact us if you do not approve.

25. Insights and Intellectual property

25.1 We may use information collected in connection with the Works to improve our services and provide aggregated, de-identified industry insights (Insights), unless you tell us not to.

25.2 You grant us a licence to use information in connection with the Works as above; we own the intellectual property in all Insights.

25.3 We (or our licensors) own all intellectual property rights in the Works at all times.

25.4 New intellectual property created by us in connection with the Works will be owned by us, unless otherwise agreed in writing.

25.5 You assign all relevant intellectual property rights to us with effect from creation, and agree to do all things reasonably required to give effect to that assignment.

25.6 You warrant that any designs, instructions or specifications you supply will not infringe third party intellectual property rights, and indemnify us against related losses.

26. Insurance

- 26.1 Required insurances, responsible parties, and amounts are set out in the Order, on market standard terms.
- 26.2 If not specified, we will maintain appropriate insurance including public liability and cover for our vehicles and equipment, with evidence provided on request.
- 26.3 Each party pays deductibles or excesses arising from its own acts or omissions.
- 26.4 You will provide reasonable evidence of your required insurances promptly upon request.

PART F: SUSPENSION OF WORKS, DISPUTE RESOLUTION AND LIABILITY

If a dispute arises, we follow the process in this Part F. Any claim will be limited by the liability framework set out here.

27. Suspension of Works

- 27.1 If your act, omission or default stops us continuing the Works, we may suspend the Works after written notice specifying the default. Costs of suspension and recommencement are payable by you on demand.
- 27.2 If a suspension continues un-remedied for at least 10 Business Days, we are entitled to terminate in accordance with clause 12.

28. Dispute Resolution

- 28.1 Either party may give written notice of a dispute (Dispute Notice).
- 28.2 Following a Dispute Notice: (a) Representatives will meet within 10 Business Days to try to resolve the dispute; (b) if unresolved, it is referred to senior management for a further 10 Business Days; and (c) if still unresolved, either party may commence court proceedings.
- 28.3 This clause does not affect rights under the Construction Contracts Act 2002 or a party's right to seek urgent court relief.
- 28.4 Each party must continue performing its obligations despite a dispute, subject to any termination rights.

29. Warranties

- 29.1 To the fullest extent permitted by law, except as expressly set out in these Terms, we exclude all other warranties, representations and conditions that would otherwise apply to the Works.
- 29.2 Our liability for any defect or damage is limited to the value of any express warranty specified in warranty documentation provided to you, at our sole discretion.

30. Limitation of liability

- 30.1 Subject to clause 30.2, to the maximum extent permitted by law: (a) our total aggregate liability is limited to the Price paid for the Works; and (b) we are not liable for indirect, special or consequential loss, or loss of profits, revenue, data, goodwill or reputation.
- 30.2 Nothing in these Terms limits or excludes liability for: (a) fraud; (b) breach of clause 24 (Confidentiality); (c) our wilful breach; (d) our gross negligence; or (e) any matter which cannot be excluded by law.
- 30.3 These limitations apply irrespective of the legal basis of the claim, but do not limit any rights you have under statute.
- 30.4 We have no liability: (a) for the acts or omissions of your Representatives or any third party; (b) for performance in accordance with your instructions; or (c) to any third party.

PART G: GENERAL

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

31. General

- 31.1 Governing Law: These Terms are governed by New Zealand law; each party submits to the exclusive jurisdiction of the courts of Hastings, New Zealand.
- 31.2 Previous Agreements: These Terms supersede any previous written agreements relating to the Works.
- 31.3 Sub-contracting: We may subcontract our obligations (including to a Related Company) while remaining solely liable to you.
- 31.4 Assignment: You must not assign your rights or obligations without our prior written consent. We may assign these Terms on notice to you.
- 31.5 Amendments: Any amendment must be in writing signed by each party, except as otherwise stated or required for legal compliance.
- 31.6 Force majeure: We are not liable for failure or delay caused by events beyond our reasonable control, including strikes, epidemics, or acts of government or God.
- 31.7 Waiver: A single or partial exercise or waiver of a right does not prevent any other exercise of that or any other right.
- 31.8 Survival: Continuing obligations survive termination.
- 31.9 Rights of Third Parties: These Terms do not confer a benefit on any person other than the parties.

- 31.10 Relationship: We act as an independent service provider; nothing creates an employment, trust, agency or partnership relationship.
- 31.11 Non-exclusive: These Terms do not restrict us or you from contracting with any other person.
- 31.12 Counterparts: These Terms may be executed in counterparts, including electronically.
- 31.13 Notices: Notices must be in writing, made by email, post or personal delivery, and are deemed received on delivery, the first Business Day after posting, or on completion of email transmission.

PART H: DICTIONARY

Part H sets out a Dictionary defining the capitalised terms used in these Terms.

32. Definitions

Amount Owing means any amount owed by you to us, including the Price, amounts under clause 13.4, interest, and enforcement costs.

Ancillary Document means drawings, specifications or other documents relating to the Works provided by you and accepted with the Order.

Approvals means all necessary approvals, consents, licenses, permissions, certificates required by any relevant authority, including building and resource consents.

Business Day means Monday to Friday, excluding NZ public holidays.

Completion means the stage when the Works are complete except for minor omissions or defects that do not prevent intended use.

Commencement Date means the date specified in the Order, or as otherwise notified by us in writing.

Completion Date has the meaning given in clause 7.

Confidential Information means information reasonably regarded as confidential relating to a party's business, the Works, or intellectual property, excluding public domain or independently developed information.

Defect means a defect in workmanship or materials, excluding faults in goods you supply, design issues, your acts or omissions, minor deviations, fitness for purpose, improper maintenance, or fair wear and tear.

Due Date for Completion means the date in the Order, as adjusted under clause 4.1.

Insolvency Event means suspension of business activities, liquidation, compromise with creditors, appointment of a receiver/liquidator, suspension of debt payment, enforcement of security, or analogous events, other than as part of a solvent restructure.

Law means any statute, regulation or subordinate legislation in force from time to time.

Materials means materials supplied by us as part of the Works.

Order means an order for Works submitted by you and accepted by us, specifying the Price, description of Works and Site, dates, and contact details.

Personal Information has the meaning in the Privacy Act 2020.

PPSA means the Personal Property Securities Act 1999.

Price means the amount payable for Completion of the Works, subject to adjustments under these Terms.

Regulator means any authority with regulatory or supervisory authority over the parties or the Works.

Related Company has the meaning in the Companies Act 1993.

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

Site means the physical site where the Works are carried out, as described in the Order.

Specific Terms means the terms (if any) in Part I.

Terms means these Terms of Trade, including Specific Terms, each Order, and any additional agreed terms.

Variation means a variation to the Works under clause 10.

We or us means the contractor carrying out the Works, Sage Crew Limited T/A Membrane Roof Coating, and as identified in the Order.

Works means the works described in the Order and any Ancillary Document, including Materials.

You or your means the customer purchasing the Works, as identified in the Order.

33. Interpretation

- 33.1 In these Terms, unless the context otherwise requires:
- (a) headings are for convenience only;
 - (b) references to legislation include regulations and amendments;
 - (c) "in writing" includes email; "agree", "notice" or "approval" mean in writing;
 - (d) "include" or "including" are not limiting;
 - (e) references to a party include successors and permitted assigns; and
 - (f) singular includes plural and vice versa.

PART I: SPECIFIC TERMS

Part I sets out specific terms that apply to the carrying out of our liquid membrane roof coating Works.

34. Additional charges

- 34.1 You acknowledge and agree that:

- (a) in the event that you request us to provide the Works 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), unless otherwise agreed between both parties;
 - (b) we reserve the right to vary the Price in the event of increases to us in the cost of labour or Materials;
 - (c) if a variation to the membrane coating system or Materials which are to be supplied is requested; or
 - (d) where additional Works are required as a result of: (i) unforeseen circumstances or difficulties beyond our control (including, but not limited to, limitations in accessing the roof or obscured roof defects which require remedial work, such as repairs to underlying substrate, flashings, guttering or roof structure); or (ii) rotten or delaminated roofing substrate, rust, corrosion, or the presence of moss, lichen or mould that requires additional treatment prior to coating; or (iii) changes to the scope of Works, coating system or colour selection; or (iv) as a result of incorrect plans, roof measurements or specifications provided by you.
- 34.2 Any variations to the Price will be dealt with in accordance with the provisions of clause 10.

35. Information we provide

- 35.1 You warrant that the roof and any structures to which the membrane coating system is to be applied are structurally sound and able to withstand the application of the Materials once installed. If for any reason (including the discovery of asbestos, rotten substrate, structural weakness, ponding water or extensive moss/mould growth) that we, or our employees, reasonably form the opinion that the roof is not safe or suitable for application of the Materials to proceed, then we shall be entitled to delay application of the Materials until we are satisfied that it is safe and suitable for the application to proceed.
- 35.2 It is our recommendation that: (a) vehicles, outdoor furniture, washing lines and any other items located below or adjacent to the roof area be moved clear of the work area during the course of the Works and during the curing period, due to the risk of overspray, drips or odour from the coating products; and (b) windows and external doors in close proximity to the roof are kept closed while spraying or coating is in progress.
- 35.3 You acknowledge and agree that all costs associated with relocating vehicles, outdoor items or alternative arrangements during this time, are your sole responsibility.

36. Information we require

- 36.1 You acknowledge and agree that we shall be entitled to rely on the accuracy of any plans, roof specifications and other information provided by you. 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.
- 36.2 Where you have provided instructions or specifications for us to complete the Works (including, but not limited to, any requested variation to the coating system, application method and/or colour selection), then we may require proof of concept sign off prior to commencement of the Works and we will accept no liability whatsoever for the finished Works being deemed as unsatisfactory to you should you fail to adhere to this clause.

37. Specifications of Materials

- 37.1 You acknowledge and accept that:
- (a) we shall be indemnified for any claims made by you where: (i) premature colour fade, chalking or UV degradation occurs due to coating colours or systems chosen by you which are less UV-stable or which we have advised are not suited to prolonged sun exposure; and (ii) we have recommended a certain membrane system, primer or brand and you choose not to follow our recommendation;
 - (b) any faults with the underlying roof substrate, flashings or structure may affect the finish and performance of the completed Works;
 - (c) where we have been requested to perform remedial work on damaged or deteriorated roofing prior to coating, evidence of repairs may be apparent after completion of the Works; and
 - (d) Materials supplied may: (i) fade or change colour over time due to UV exposure and weathering; (ii) expand, contract or distort as a result of exposure to heat, cold, or weather; (iii) mark, stain or discolour if exposed to ponding water, debris or certain substances; and (iv) be damaged, punctured or disfigured by foot traffic, impact or scratching.
- 37.2 We shall endeavour to match old for new where re-coating or touch-up work is undertaken, however, you acknowledge and accept that colours and sheen may not match exactly due to differences in product batches, colour matching technologies, and fading and/or weathering of the existing coating. Therefore, we shall not be held responsible or liable for any differences that may result.

38. Your acknowledgements

- 38.1 You acknowledge and agree that we:

- (a) offer no guarantee against the following defects or damage that may occur naturally in the Works over time, such as: (i) blistering of the membrane caused by trapped moisture within the existing roofing substrate; or (ii) delamination of the coating caused by substrate movement, thermal cycling or pre-existing dampness in the substrate; or (iii) damage caused by ponding water in areas of poor roof fall not remedied as part of the Works; or (iv) damage caused by contact with chemicals, solvents, oils or any other substances; or (v) cracking or splitting at joints, flashings or penetrations where movement in the underlying structure occurs; or (vi) fading, chalking or gloss loss caused by prolonged UV exposure or other environmental factors;
 - (b) shall not be liable whatsoever for: (i) any pre-existing damage, rust, rot or structural defects discovered by us prior to the commencement of the Works (you will be notified of any such discovery in writing); (ii) failure of the coating where it has been applied over inferior or failing existing roofing materials, coatings or repairs not carried out by us; (iii) the quality or longevity of the Works if you do not follow our recommendations as to the number of coats or membrane thickness required to obtain the specified finish, where you choose to accept a reduced Price based on fewer coats; or (iv) any loss or damage to the Works (including the applied membrane) caused by any other tradesperson, foot traffic, or third party during and after completion of the Works;
 - (c) are not insured to remove furniture, fittings, solar panels, aerials or other roof-mounted items, and will not do so unless expressly agreed in writing, nor are we licensed to move such items.
- 38.2 If you instruct us to rectify any damage caused by any other tradesperson, this will become a Variation to the original quotation and will be charged at our normal hourly rate.
- ### 39. Equipment and amenities to be supplied
- 39.1 You acknowledge and agree that:
- (a) it is your responsibility to provide us, while at the Site, with adequate access to available water, electricity, toilet and washing facilities as may be required; and
 - (b) if you are responsible for the scaffolding, roof access equipment or edge protection, it is agreed that all such equipment will comply with industry standards and have all relevant safety checks in line with those standards, including WorkSafe NZ height safety requirements. Should these standards be breached it is up to you to rectify the breaches at your cost. You shall ensure that any person erecting scaffolding or access equipment be suitably qualified to guarantee its safe and proper erection and where necessary shall hold a current certificate of competency and/or be fully licensed.

40. Site requirements

- 40.1 All rubbish generated by us will be placed in a designated area appointed by you but the removal of same shall be your responsibility or that of your Representative, unless otherwise agreed.
- 40.2 It is your responsibility to:
- (a) remove or otherwise protect vehicles, outdoor furniture, gardens, pathways, washing lines and any other personal property located below or adjacent to the roof from overspray, drips, debris or moss/lichen removal residue, as we are not liable for damage attributed to overspray, debris or run-off caused by our Works through your failure to comply with this clause; and
 - (b) ensure that the roof area is reasonably clear of loose items, aerials, solar panels or other obstructions not being treated, and that safe access to the roof (including via any pre-arranged scaffolding or access equipment) is available for the duration of the project. Any costs incurred by us as a result of this requirement not being met will be invoiced to you.
- 40.3 In the event asbestos or any other toxic substances (such as mould, rot or contaminated debris) are discovered at the Site, it is your 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.
- 40.4 Where we require that Materials, tools, plant or equipment required for the Works be stored at the Site, you shall supply us a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft or damage. In the event that any of the stored items are destroyed, stolen or damaged, then the cost of repair or replacement shall be your responsibility.

41. Service locations

- 41.1 Prior to us commencing any work you must advise us of the precise location of all services on or near the Site and clearly mark the same. The mains, services and roof-mounted items you must identify include, but are not limited to, electrical services, solar panels and associated wiring, aerials, satellite dishes, skylights, gas services, sewer and stormwater services, water mains, irrigation pipes, telephone and fibre optic cables, and any other services or fixtures on or around the roof.
- 41.2 Whilst we will take all care to avoid damage to any services or roof-mounted fixtures, 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 or fixtures not precisely located and notified in accordance with clause 41.1.