

Rocket Tiling

Terms & Conditions of Trade



Rocket Tiling – Terms & Conditions of Trade.

Definitions 1.1 “Rocket Tiling” the supplier

and/or service provider. 1.2 “Client” means the person/s ordering the Works as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally. 1.3 “Works” means all Works or Materials supplied by Rocket Tiling to the Client at the Client’s request from time to time (where the context so permits the terms ‘Works’ or ‘Materials’ shall be interchangeable for the other). 1.4 “Price” means the Price payable (plus any Goods and Services Tax (GST) where applicable) for the Works as agreed between Rocket Tiling and the Client in accordance with clause 6 below.

2. Acceptance

2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of any Works. 2.2 These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Rocket Tiling. 2.3 The Client acknowledges and accepts that the supply of Materials for accepted orders may be subject to availability and if, for any reason, Materials are not or cease to be available, Rocket Tiling reserves the right to vary the Price with alternative Materials as per clause 6.2, subject to prior confirmation and agreement of both parties. Rocket Tiling also reserves the right to halt all Works until such time as Rocket Tiling and the Client agree to such changes. Rocket Tiling shall not be liable to the Client for any loss or damage the Client suffers due to Rocket Tiling exercising its rights under this clause. 2.4 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act. 2.5 All Works undertaken by Rocket Tiling is up to, or exceeds recognised brands or relevant good practice standards.

3. Authorised

Representatives 3.1 Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to Rocket Tiling as the Client’s duly authorized representative, that once introduced that person shall have the full authority of the Client to order any Materials or Works on the Client’s behalf and/or to request any variation to the Works on the Client’s behalf (such authority to continue until all requested Works have been completed or the Client otherwise notifies Rocket Tiling in writing that said person is no longer the Client’s duly authorised representative). 3.2 In the event that the Client’s duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client’s behalf then the Client must specifically and clearly advise Rocket Tiling in writing of the parameters of the limited authority granted to their representative. 3.3 The Client specifically acknowledges and accepts that they will be solely liable to Rocket Tiling for all additional costs incurred by Rocket Tiling (including Rocket Tiling’s profit margin) in providing any Materials, Works or variation/s requested by the Client’s duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).

4. Quotation

4.1 Unless expressly stated by Rocket Tiling, the quoted Price shall not include: (a) additional site visits: (i) requested by the Client; or (ii) where multiple visits are required in preparation of a quotation; (iii) a cost may be levied, even if the quotation is not accepted. (b) equipment required for grinding and finishing kelly floated concrete; (c) collection of Client supplied Materials; (d) protective sheets; (e) efflorescence prevention treatment. 4.2 In the event the Client requires any of the above, the Price will be adjusted accordingly to include the Works in accordance with clause 6.2.

5. Change in Control

5.1 The Client shall give Rocket Tiling not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client’s details (including but not limited to, changes in the Client’s name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by Rocket Tiling as a result of the Client’s failure to comply with this clause.

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6. Price and Payment

6.1 At Rocket Tiling's sole discretion, the Price shall be either: (a) Rocket Tiling's quoted Price (subject to clause 6.2) which shall be binding upon Rocket Tiling provided that the Client shall accept Rocket Tiling's quotation in writing within thirty (30) days. 6.2 Rocket Tiling reserves the right to change the Price: (a) if a variation to the Materials which are to be supplied is requested; or (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or (c) in the event incumbent tiles require additional action to bring up to Rocket Tiling standard of finish; or (d) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, the need for heavy equipment and/or scaffolding, hiring a skip, limitations to site accessibility, health hazards and/or safety considerations (such as the discovery of asbestos or rot), prerequisite work by any third party not being completed or being non code compliant, damages caused by any third party during and after the completion of the Works, additional worksite visits required, obscured site/building defects which require remedial work, uneven work surfaces (due to sub-strata issues), unsatisfactory surface waterproofing, or changes to the design/scope of Works, etc.) which are only discovered on commencement of the Works; or (e) if during the course of the Works, the Materials cease to be available from Rocket Tiling's third party supplier, then Rocket Tiling reserves the right to provide alternative Materials; or (f) in the event of increases to Rocket Tiling in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond Rocket Tiling's control. 6.3 Variations will be charged for on the basis of Rocket Tiling's quotation, and will be detailed in writing, and shown as variations on Rocket Tiling's invoice. The Client shall be required to respond to any variation submitted by Rocket Tiling within ten (10) working days. Failure to do so will entitle Rocket Tiling to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion. 6.4 At Rocket Tiling's sole discretion, a non-refundable deposit may be required. 6.5 Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by Rocket Tiling, which may be: (a) upon ordering any indent order; or (b) on completion of the Works; or (c) by way of progress payments in accordance with Rocket Tiling's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the worksite but not yet installed; (d) for certain approved Client's, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices; (e) the date specified on any invoice or other form as being the date for payment; or (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Rocket Tiling. 6.6 Payment may be made by eftpos, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and Rocket Tiling. 6.7 Any cost incurred by Rocket Tiling in respect of any payments made by the Client, will be on charged to the Client and will be in addition to the Price. 6.8 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Rocket Tiling nor to withhold payment of any invoice because part of that invoice is in dispute. 6.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Rocket Tiling an amount equal to any GST that Rocket Tiling must pay for any supply by Rocket Tiling under this or any other agreement for the sale of the Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

7. Provision of the Works

7.1 At Rocket Tiling's sole discretion, the cost of delivery is in addition to the Price. 7.2 Subject to clause 7.3 it is Rocket Tiling's responsibility to ensure that the Works start as soon as it is reasonably possible. 7.3 The Works' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Rocket Tiling claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond Rocket Tiling's control including but not limited to inclement or forecast weather that can delay planned Works, any event under clause 28.8 or any failure by the Client to: (a) make a selection; or (b) have the site ready for the Works; or (c) notify Rocket Tiling that the site is ready. 7.4 Rocket Tiling may deliver

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the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. 7.5 Any time specified by Rocket Tiling for delivery of the Works is an estimate only and Rocket Tiling will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that Rocket Tiling is unable to supply the Works as agreed solely due to any action or inaction of the Client, then Rocket Tiling shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.

8. Access

8.1 The Client shall ensure that Rocket Tiling has clear and free access to the work site at all times to enable them to undertake the Services. Rocket Tiling 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 Rocket Tiling. All rooms must be clear and where the Client fails to have the rooms cleared, then Rocket Tiling shall not be held liable for any damage to the Client's property that may occur and therefore shall reserve the right to charge to clear the room and/or provide protective sheets. 8.2 Where the delivery location is more than fifty metres (50m) from the worksite, then additional cost may be charged by Rocket Tiling to the Client for moving Materials and/or other items to the worksite. 8.3 Where goods are being provided by the Client for the Works to be completed are being sourced from an external location, then any costs incurred by Rocket Tiling in collecting the goods or arranging to take delivery of the goods shall be on-charged to the Client.

9. Risk

9.1 If Rocket Tiling retains ownership of the Materials under clause 15, then where Rocket Tiling is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the Client must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either; (a) the Client or the Client's nominated carrier takes possession of the Materials at Rocket Tiling's address; or (b) the Materials are delivered by Rocket Tiling or Rocket Tiling's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address). 9.2 Notwithstanding the provisions of clause 9.1 if the Client specifically requests Rocket Tiling to leave Materials outside Rocket Tiling's premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense. 9.3 Where Rocket Tiling has effected delivery, all risk passes to the Client as per clause 9.1 and the Client claims the Materials have been stolen it shall be the Client's responsibility to notify the police and forward evidence to Rocket Tiling, this shall not excuse the Client from fulfilling their financial obligations under this contract. 9.4 Where Rocket Tiling is required to install the Materials the Client warrants that the structure of the premises upon which these Materials are to be installed is sound and will sustain the installation and work incidental thereto and Rocket Tiling shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises be unable to accommodate the installation. 9.5 If Rocket Tiling notifies the Client that it intends to store onsite goods, Materials, plant, equipment or tools to be used in performance of the Works, then the Client shall designate an area for storage and shall take all reasonable precautions to protect such items against destruction, damage, or theft. In the event that such items are destroyed, damaged or stolen then the cost of replacement shall be added to the contract Price and will be shown as a variation as per clause 6.2. 9.6 All potential waterproofing surfaces are subject to an inspection by Rocket Tiling prior to the commencement of the Works. In the event that the surface is deemed unsuitable, then Rocket Tiling reserves the right to halt the Works (in accordance with clause 7.3) until such time as it is agreed between Rocket Tiling and the Client as to the additional cost in further preparation of the surface in order to make it fit for waterproofing. The additional cost shall be charged as a variation to the quotation as per clause 6.2. 9.7 The Client acknowledges that variations of colour, shade and grain are inherent in all kiln fired products, grout and natural stone. While every effort will be taken by Rocket Tiling to match colour, shade or grain of product, Rocket Tiling shall not be liable for any loss, damages or costs howsoever arising resulting from any variation in colour, shading or grain between batches of product or sale samples and the final product supplied. 9.8 Where the Client has

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supplied materials for Rocket Tiling to complete the Services, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. Rocket Tiling shall not be responsible for any defects in the Works, any loss or damage to the Materials (or any part thereof), howsoever arising from the use of materials supplied by the Client. 9.9 Rocket Tiling gives no guarantee (expressed or implied) as to the length of time the curing process will take and/or against cracking of grout that may occur naturally in the Works such as: (a) hairline cracking of paving and grout; or (b) damage caused by contact with chemicals, solvents, oils or any other substances; or (c) the affects by elements such as heat exposure or wet weather conditions that prolong the curing process. 9.10 Rocket Tiling will accept no responsibility for tiles that have already been affixed. 9.11 The Client accepts that once the grout colour has been selected and applied, should the Client then wants to change the colour, the cost of replacing the grout shall be at an extra cost to the Client. The additional cost shall be charged as a variation in accordance with clause 6.2. 9.12 Whilst Rocket Tiling will take all due care during installation Rocket Tiling will not accept any responsibility for tiles, pavers or adjacent surfaces being damaged during installation. 9.13 Rocket Tiling will not accept responsibility for any damage to the floor due to microenvironments caused by air-conditioning, heating or large expanses of glass windows without curtains or blinds. 9.14 Whilst Rocket Tiling will take all due care to avoid contamination of the finished surface, Rocket Tiling accepts no responsibility for contamination by natural contaminates such as dust which may be present at the worksite. 9.15 Rocket Tiling will only inspect or view a tiled floor from a standing position, as this is generally how you will be living on it. Minor marks or slight imperfections in the floor finish that can only be viewed from a crouching or kneeling position will not be considered defects. 9.16 Rocket Tiling shall advise the Client if Rocket Tiling believes that there are any issues with the sub floor (including, but not limited to, levels of the subfloor being uneven) and the Client acknowledges that the levelling works will be charged as variation in accordance with clause 6.2. 9.17 If the Client orders an insufficient number of tiles, then Rocket Tiling will take no responsibility for any variation of colour in further batches supplied to the Client or the inability to supply Materials at all. Where, as a result of such shortage in the number of tiles supplied by the Client occurs and Rocket Tiling is required to source additional tiles, then any associated costs incurred by Rocket Tiling (including, but not limited to travel costs) shall be at the Client's expense. 9.18 Further to clause 9.17, where additional tiles cannot be sourced or located, then the Client is still obligated to make payment for the Works already completed by Rocket Tiling. 9.19 The Client shall supply an area suitable for washing out Rocket Tiling's equipment and for depositing all unused slurry and grout. 9.20 The Client acknowledges that in the event asbestos, rot or any other toxic substances are discovered at the worksite that it is their responsibility to ensure the safe removal of the same. The Client further agrees to indemnify Rocket Tiling against any costs incurred by Rocket Tiling as a consequence of such discovery. Under no circumstances will Rocket Tiling handle removal of asbestos product. 9.21 The Client agrees to indemnify Rocket Tiling from any damage caused by any other tradesman during and after the completion of the Works. If the Client instructs Rocket Tiling to rectify any damage caused by any other tradesman, this will become a variation to the original quotation and will be charged at Rocket Tiling normal hourly rate. 9.22 Timber is a hygroscopic material subject to expansion and contraction; therefore, Rocket Tiling will accept no liability for cracking of tiles that are installed in close proximity to any timber following the completion of the Works. 9.23 The Client acknowledges that Materials supplied may: (a) fade or change colour over time; and (b) expand, contract or distort as a result of exposure to heat, cold, weather; and (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching.

10. Accuracy of Client's Plans and Measurements

10.1 Rocket Tiling shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Rocket Tiling accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. 10.2 The Client acknowledges that it is the Client's responsibility to check quantities, with an on-site measurement before commencing fixing. Measurements taken off plans or the Client's figures by Rocket Tiling are approximate only and no responsibility is taken for their accuracy.

11. Rocket Tiling's Recommendations

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11.1 Any advice, recommendation, information, assistance or service provided by Rocket Tiling in relation to Materials or Works supplied is given in good faith, is based on Rocket Tiling's own knowledge and experience and shall be accepted without liability on the part of Rocket Tiling, and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Materials or Works. 11.2 Rocket Tiling shall not be liable for any defect in the Works if the Client does not follow Rocket Tiling's recommendations, including that no foot traffic and/or that no heavy furniture is to be placed on the tiled area for a minimum of twenty-four (24) hours. 11.3 Rocket Tiling gives no guarantee (expressed or implied) against crazing, cracking, chipping or scratching that may occur that is beyond Rocket Tiling's control due to the nature of the product at the time of installation, therefore it is recommended that the Client allows for extra product for such breakages. 11.4 Where Rocket Tiling gives advice or recommendations to the Client, or the Client's agent, including but not limited to, the suitability of the worksite, a particular course of action (including but not limited to using an efflorescence protection treatment), or the condition of materials supplied by the Client being inferior and such advice or recommendations are not acted upon then Rocket Tiling shall require the Client or their agent to authorise commencement of the Works in writing. Rocket Tiling shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Works nor will such losses or damages (including any evident efflorescence) be deemed a defect.

12. Client's Responsibilities

12.1 It is the Client's responsibility to: (a) provide a steel trowel if required, to grind and finish kelly floated concrete. Rocket Tiling will advise the Client prior to the commencement of the Works where such is required. Failure of the Client to adhere to the clause and the responsibility it passed to Rocket Tiling, all cost incurred will be charged to the client and treated as a variation in accordance with clause 6.2; and (b) ensure that any surface requiring waterproofing is suitable for the purpose. In the event that the Client requests Rocket Tiling to prepare the surface for waterproofing, then at Rocket Tiling's sole discretion a fee shall be charged for the Works, and shall become immediately due and payable; (c) ensure that no other tradesmen work on the membrane applied to the surface, until the membrane is fully dried and cured to manufacturer's specifications. Rocket Tiling shall not be liable for any costs, damages or loss however arising from the Client's failure to comply with this clause; (d) have all areas clean and clear to enable scheduled work to be completed in accordance with the schedule of installation; (e) remove all existing floor coverings, tacks and staples; (f) fully disclose any information that may affect Rocket Tiling's installation procedures; (g) ensure the sub-strata is adequately ventilated and is structurally sound; (h) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by Rocket Tiling in this regard; (i) provide adequate dust sheets to protect the Client's furniture and décor. Rocket Tiling will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any tiling process; (j) provide a skip for the clean-up of the worksite, and where Client fails to provide a skip then any costs incurred by Rocket Tiling to hire a skip shall be passed on to the Client for payment or reimbursement; (k) extinguish all naked flames prior to coating including, but not limited to, pilot lights, heaters etc.; (l) supply power to within eight (8) metres of the project; (m) make the premises available on the agreed date and time. If installation is interrupted by more than two (2) business days due to the failure of the Client to adhere to the installation schedule agreed to between Rocket Tiling and the Client, any additional costs will be invoiced to the Client as an extra; and Rocket Tiling – Terms & Conditions of Trade Please note that a larger print version of these terms and conditions is available from Rocket Tiling on request. #31024 © Copyright – EC Credit Control 1999 - 2017 (n) provide and have erected scaffolding to enable the Works to be undertaken (where in Rocket Tiling's opinion it is deemed necessary). It is also agreed that all scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a current certificate of competency and/or be fully licensed. Failure of the Client to adhere to this clause and the responsibility falls on Rocket Tiling, all cost involved in hiring said equipment will be on-charged to the Client. 12.2 Rocket Tiling is not insured to remove furniture or fittings and will not do so, nor is Rocket Tiling licensed to move gas or electrical appliances.

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13. Underground Locations 13.1 Prior to Rocket Tiling commencing any work the Client must advise Rocket Tiling of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client 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. 13.2 Whilst Rocket Tiling will take all care to avoid damage to any underground services the Client agrees to indemnify Rocket Tiling 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 13.1.

14. Compliance with Laws 14.1 The Client and Rocket Tiling shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works. 14.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works. 14.3 The Client agrees that the site will comply with any WorkSafe guidelines and any health and safety laws relating to building/construction sites and any other relevant safety standards or legislation. 14.4 Rocket Tiling has not and will not at any time assume any obligation as the Client's agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health & Safety at Work Act 2015 (the "HSW Act") arising out of the engagement. The parties agree that for the purposes of the HSW Act, Rocket Tiling shall not be the person who controls the place of work in terms of the HSW Act.

15. Title

15.1 Rocket Tiling and the Client agree that ownership of the Materials shall not pass until: (a) the Client has paid Rocket Tiling all amounts owing to Rocket Tiling; and (b) the Client has met all of its other obligations to Rocket Tiling. 15.2 Receipt by Rocket Tiling of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. 15.3 It is further agreed that: (a) until ownership of the Materials passes to the Client in accordance with clause 15.1 that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to Rocket Tiling on request. (b) the Client holds the benefit of the Client's insurance of the Materials on trust for Rocket Tiling and must pay to Rocket Tiling the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed. (c) the production of these terms and conditions by Rocket Tiling shall be sufficient evidence of Rocket Tiling's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with Rocket Tiling to make further enquiries. (d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for Rocket Tiling and must pay or deliver the proceeds to Rocket Tiling on demand. (e) the Client should not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Rocket Tiling and must sell, dispose of or return the resulting product to Rocket Tiling as it so directs. (f) unless the Materials have become fixtures the Client irrevocably authorises Rocket Tiling to enter any premises where Rocket Tiling believes the Materials are kept and recover possession of the Materials. (g) Rocket Tiling may recover possession of any Materials in transit whether or not delivery has occurred. (h) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of Rocket Tiling. (i) Rocket Tiling may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.

16. Personal Property Securities Act 1999 ("PPSA")

16.1 Upon assenting to these terms and conditions in writing the Client 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 Materials and/or collateral (account) – being a monetary obligation of the Client to Rocket Tiling for Works – that have previously been supplied and that will be supplied in the future by Rocket Tiling to the Client. 16.2 The Client 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 Rocket Tiling may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; (b)

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indemnify, and upon demand reimburse, Rocket Tiling for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Materials charged thereby; (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of Rocket Tiling; and (d) immediately advise Rocket Tiling of any material change in its business practices of selling Materials which would result in a change in the nature of proceeds derived from such sales. 16.3 Rocket Tiling and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. 16.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA. 16.5 Unless otherwise agreed to in writing by Rocket Tiling, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA. 16.6 The Client shall unconditionally ratify any actions taken by Rocket Tiling under clauses 16.1 to 16.5.

17. Security and Charge

17.1 In consideration of Rocket Tiling agreeing to supply the Works, the Client 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 Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). 17.2 The Client indemnifies Rocket Tiling from and against all Rocket Tiling's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Rocket Tiling's rights under this clause. 17.3 The Client irrevocably appoints Rocket Tiling and each director of Rocket Tiling as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 17 including, but not limited to, signing any document on the Client's behalf.

18. Client's Disclaimer

18.1 The Client hereby disclaims any right to rescind, or cancel any contract with Rocket Tiling or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by Rocket Tiling and the Client acknowledges that the Works are bought relying solely upon the Client's skill and judgment.

19. Defects & Returns

19.1 The Client must inspect all Materials on delivery (or the Works on completion) and must within forty-eight (48) hours of delivery notify Rocket Tiling in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Materials/Works as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Client must allow Rocket Tiling to first inspect the Materials or to review the Works provided. 19.2 Notwithstanding the provisions of clause 19.1, in the event where the Client fails to comply with the right to Rocket Tiling to have first refusal to inspect any alleged claim and engages another third party to rectify, this will void any warranty previously offered. 19.3 For defective Materials, which Rocket Tiling has agreed in writing that the Client is entitled to reject, Rocket Tiling's liability is limited to either (at Rocket Tiling's discretion) replacing the Materials or repairing the Works. 19.4 Materials will not be accepted for return other than in accordance with 19.1 above. 19.5 Non-stocklist items or Materials made to the Client's specifications are under no circumstances acceptable for credit or return.

20. Warranties

20.1 Subject to the conditions of warranty set out in clause 20.2 Rocket Tiling warrants that if any defect in any workmanship of Rocket Tiling becomes apparent and is reported to Rocket Tiling within twelve (12) months of the date of delivery (time being of the essence) then Rocket Tiling will either (at Rocket Tiling's sole discretion) replace or remedy the workmanship. 20.2 The conditions applicable to the warranty given by clause 20.1 are: (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through: (i) failure on the part of the Client to properly maintain any Materials; or (ii) failure on the part of the Client to follow any instructions or guidelines provided by Rocket Tiling; or (iii) any use of any Materials otherwise than for any application specified on a quote or order form; or (iv) the continued use of any Materials after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or (v) fair wear and tear, any

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accident or act of God. (b) the warranty shall cease and Rocket Tiling shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Rocket Tiling's consent. (c) in respect of all claims Rocket Tiling shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim. 20.3 For Materials not manufactured by Rocket Tiling, the warranty shall be the current warranty provided by the manufacturer of the Materials. Rocket Tiling shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Materials.

21. Consumer Guarantees Act 1993

21.1 If the Client is acquiring Materials for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Materials by Rocket Tiling to the Client. 22. Intellectual Property 22.1 Where Rocket Tiling has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in Rocket Tiling, and shall only be used by the Client at Rocket Tiling's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of Rocket Tiling. 22.2 The Client warrants that all designs, specifications or instructions given to Rocket Tiling will not cause Rocket Tiling to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Rocket Tiling against any action taken by a third party against Rocket Tiling in respect of any such infringement. 22.3 The Client agrees that Rocket Tiling may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which Rocket Tiling has created for the Client.

23. Default and Consequences of Default

23.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Rocket Tiling's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. 3.2 If the Client owes Rocket Tiling any money the Client shall indemnify Rocket Tiling from and against all costs and disbursements incurred by Rocket Tiling in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Rocket Tiling's collection agency costs, and bank dishonour fees). 23.3 Further to any other rights or remedies Rocket Tiling may have under this contract, if a Client has made payment to Rocket Tiling, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Rocket Tiling under this clause 23, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement. 23.4 Without prejudice to any other remedies Rocket Tiling may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Rocket Tiling may suspend or terminate the supply of Works to the Client. Rocket Tiling will not be liable to the Client for any loss or damage the Client suffers because Rocket Tiling has exercised its rights under this clause. 23.5 Without prejudice to Rocket Tiling's other remedies at law Rocket Tiling shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Rocket Tiling shall, whether or not due for payment, become immediately payable if: (a) any money payable to Rocket Tiling becomes overdue, or in Rocket Tiling's opinion the Client will be unable to make a payment when it falls due; (b) the Client has exceeded any applicable credit limit provided by Rocket Tiling; (c) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

24. Cancellation

24.1 Without prejudice to any other remedies Rocket Tiling may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Rocket Tiling may suspend or terminate the supply of Works to the Client. Rocket Tiling will not be liable to the Client for any loss or damage the

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Client suffers because Rocket Tiling has exercised its rights under this clause. 24.2 Rocket Tiling may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Client. On giving such notice Rocket Tiling shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to Rocket Tiling for Works already performed. Rocket Tiling shall not be liable for any loss or damage whatsoever arising from such cancellation. 24.3 In the event the Client wishes to cancel the delivery of the Works; the Client must provide written notice of said cancellation to Rocket Tiling within forty-eight (48) hours of any acceptance of Rocket Tiling's quotation. Any cancellation received outside this timeframe, the Client shall be liable for any costs and all loss incurred (whether direct or indirect) by Rocket Tiling as a direct result of the cancellation (including, but not limited to, any loss of profits). 24.4 Cancellation of orders for products made to the Client's specifications, or for non-stockist or bespoke items, will definitely not be accepted once production has commenced, or an order has been placed.

25. Privacy Act 1993

25.1 The Client authorises Rocket Tiling or Rocket Tiling's agent to: (a) access, collect, retain and use any information about the Client; (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or (ii) for the purpose of marketing products and services to the Client. (b) disclose information about the Client, whether collected by Rocket Tiling from the Client directly or obtained by Rocket Tiling 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 Client. 25.2 Where the Client is an individual the authorities under clause 25.1 are authorities or consents for the purposes of the Privacy Act 1993. 25.3 The Client shall have the right to request Rocket Tiling for a copy of the information about the Client retained by Rocket Tiling and the right to request Rocket Tiling to correct any incorrect information about the Client held by Rocket Tiling.

26. Construction Contracts Act 2002

26.1 The Client hereby expressly acknowledges that: (a) Rocket Tiling has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and: (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or (iii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to Rocket Tiling by a particular date; and (iv) Rocket Tiling has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract. (b) if Rocket Tiling suspends work, it: (i) is not in breach of contract; and (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and (iii) is entitled to an extension of time to complete the contract; and (iv) keeps its 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 Rocket Tiling exercises the right to suspend work, the exercise of that right does not: (i) affect any rights that would otherwise have been available to Rocket Tiling under the Contractual Remedies Act 1979; or (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of Rocket Tiling suspending work under this provision.

27. Service of Notices

27.1 Any written notice given under this contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; (c) by sending it by registered post to the address of the other party as stated in this contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address. 27.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

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28. General

28.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. 28.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Christchurch Courts of New Zealand. 28.3 Rocket Tiling shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Rocket Tiling of these terms and conditions, and: (a) the Client shall not be entitled to claim for liquidated damages, unless the loss or expense suffered by the Client is due to Rocket Tiling's negligence; and (b) Rocket Tiling's liability shall be limited to damages which under no circumstances shall exceed the Price. 28.4 Rocket Tiling may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. 28.5 The Client cannot licence or assign without the written approval of Rocket Tiling. 28.6 Rocket Tiling may elect to subcontract out any part of the Works but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Rocket Tiling's subcontractors without the authority of Rocket Tiling. 28.7 The Client agrees that Rocket Tiling may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Rocket Tiling to provide Works to the Client. 28.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. 28.9 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates bindi