



TERMS OF TRADE

These Terms apply in respect of all electrical services and goods ("services") provided by Marine Electrics NZ Limited ("Marine Electrics") except to the extent that Marine Electrics otherwise agrees with you ("the Client") in writing. These Terms shall apply regardless of whether you sign a copy of these Terms or not and commissioning the services of Marine Electrics shall deem your acceptance of these Terms.

1. The Services

1.1 The services to be provided for the Client will be outlined in any estimate, letter or other written or oral advice by Marine Electrics. *Estimate definition: to form an opinion of value from imperfect data. Only an approximate costing.*

2. Payment

- 2.1 Marine Electrics may provide the Client with an estimate for the services and in the absence of same, the current hourly rate shall apply. Hourly rates are subject to change without notice.
- 2.2 Labour will be charged on an hourly basis or part thereof with a minimum charge out fee of \$85.00 plus GST.
- 2.3 All materials, products and componentry are additional and shall be charged on to the Client. Margins may differ as to product or materials and are subject to change.
- 2.4 All disbursements and ancillary expenses including travel time are additional costs to the above.
- 2.5 All estimates, quotes and other costs as advised are exclusive of GST unless stated. GST shall be payable on all services.
- 2.6 Invoices are payable within seven (7) days following the date of invoice unless alternative arrangements have been made and agreed with Marine Electrics in writing.
- 2.7 Late payments will incur interest on the amount outstanding at that rate being [4%] above Marine Electrics bank overdraft interest rate as may apply from time to time.
- 2.8 The Client will be responsible for all costs in connection with late payment including debt collection costs and all other costs and expenses incurred in recovery or the attempted recovery of all payments.

3. Responsibility For Payment

3.1 Any person or entity who commissions or authorises Marine Electrics to undertake services to any vessel for which they are not the legal owner, undertakes, covenants and confirms they have full authority and consent to commission and pay for all services as the attorney or authorised agent of the owner. That person or entity commissioning services shall be solely and personally liable for payment to Marine Electrics and hereby indemnifies Marine Electrics for all costs, claims, actions, proceedings and expenses incurred arising from any breach of this undertaking.

4. Warranties

- 4.1 Products (excluding services) are subject to the manufacturer's warranties only. Marine Electrics will pass on the benefits of those warranties to the Customer to the extent it is permitted to do so without itself being directly liable to the Customer under such warranty.
- 4.2 Any warranty may be voided by damage or misuse of the Product (excluding services), problems caused by the use or misuse of software, negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorized repairs, modifications or the addition of incompatible hardware.
- 4.3 Marine Electrics NZ provide a 30 day return to Port warranty for its workmanship (Port where work commenced). However this warranty will be void where it is discovered that there has been Customer intervention.
- 4.4 Marine Electrics does not warrant any product, componentry or materials supplied and installed to any vessel.
- 4.5 Marine Electrics shall provide all warranties as may be supplied with products and/or componentry installed at the time of purchase.
- 4.6 All material, product and componentry warranties shall be claimed only against the manufacturer and Marine Electrics shall have no responsibility or liability whatsoever for such warranties.
- 4.7 Marine Electrics warrant that all installations will be in compliance with the manufacturer's instructions or in accordance with best trade practice.
- 4.8 Where Marine Electrics undertakes any services pursuant to any warranty on behalf of a supplier or manufacturer, the Client acknowledges and agrees that the warranty for same only extends to the repair or replacement and Marine Electrics shall in all respects be entitled to payment for all labour cost, disbursements, expenses and ancillary materials that are not covered by the warranty.
- 4.9 Any instrumentation or componentry or other products that may be returned to Marine Electrics for any warranty claim or for credit in any other circumstances, must be returned in the same new condition as supplied and where possible, in the original packaging. Returned goods may incur a re-stocking fee which shall be charged to the Client where appropriate. Items returned not in this condition or manner will not be accepted and Marine Electrics shall have no responsibility therefore.

5. Deposits

5.1 In some instances, Marine Electrics will require a deposit to be paid particularly where instruments or componentry are required to be purchased for installation to any vessel.

6. Limitation of Liability

6.1 Nothing in these terms limit any rights the client has under the Consumer Guarantees Act 1993 ("the Act"). Except for those warranties that cannot be excluded by virtue of the Act, all statutory or implied conditions and warranties are excluded to the fullest extent permitted by law. To the extent permitted by law, the liability of Marine Electrics under any condition or warranty or other matter relating to the services, provided hereunder is limited to:

- (a) Replacement of the goods; or
- (b) Repair of the goods; or
- (c) The cost of replacement; or
- (d) The supply of services again; or
- (e) Payment for the cost of having the services supplied again; or
- (f) Payment of the cost of replacing the goods or of acquiring equivalent goods.

7. Subcontracting

7.1 Marine Electrics shall be entitled to subcontract the whole or any part of the services.

7.2 These Terms shall extend and apply to every subcontractor, employee or agent of Marine Electrics as if Marine Electrics are, were or had supplied the services.

8. Commencement of Works

8.1 Once services have been commissioned, or an estimate or quotation accepted, the Client cannot withdraw or suspend the services prior to commencement or completion unless Marine Electrics agrees in writing. The Client shall remain liable in all respects for all costs including instrumentation, componentry and materials purchased regardless of whether they have been installed.

SIGNED by the Client: _____

Client Name in full: _____

Client Physical Address: _____

Client Contact Details: Telephone: _____

Fax: _____

Email: _____

Date: _____