

COACO Ltd Terms & Conditions

Definitions:

"Customer" - means the person/s placing the order for Works and/or products supplied by COACO Ltd to the Customer as specified in any Invoice, document or order. The Customer warrants that they have the power to enter into this agreement and has obtained all necessary authorizations to allow them to do so.

"COACO Ltd" - means the electrical contractor that the Customer is contracting with whose business name appears on the Works Order Form, quotation, Invoice and relevant Certificates provided to the Customer.

"Estimated Costs" - means any document that gives the estimated cost for the required works, not limited to Tax Invoices, in time and materials with the full intentions of COACO Ltd to improve on if possible subject to the Terms and Conditions below.

"Quote" - means any document containing a price for Works, including but not limited to Tax Invoices, quotations generated by computer or tablet devices or handwritten quotations.

"Works" - means any services rendered, products delivered or any future or completed work done by COACO Ltd.

"Contractor" - means COACO Ltd

"Contract" - means a formal Contract under New Zealand Law is deemed to be in place between the Customer and COACO Ltd once Works and costs have been requested and agreed in the form of the Works being commenced.

"System" - means the full electrical installation on the premises to which the Works applies.

Electrical Safety Check: Free electrical safety check may be available but only in conjunction with paid Works.

If the Customer Contracts COACO Ltd to undertake Works, the following Terms and Conditions, without impairing the Customers lawful New Zealand's Consumers Rights, will apply to the Contract.

Payment Terms

Unless otherwise specified in the written quote or estimate, the entire Invoice is to be paid in full upon completion of Works. Any payment not received within 7 days from Invoice date is subject to interest at the highest amount lawfully allowed by Contract in the district in which the work was performed until paid date. If applicable, sales tax is included in the price. If COACO Ltd. commences litigation or employs lawyers to collect payment for any amount due it from Customer, Customer agrees to pay reasonable costs and legal fees which may be due. If Customer's cheque does not clear, Customer could be liable for more than the cheque amount plus the face value of the cheque and court costs. All parts will be removed from the Customer's premises and discarded unless specified herein. Failure by the Customer to make any payment as aforesaid shall entitle COACO Ltd to suspend work and/or charge interest on the amount outstanding.

Collection Costs

Customer agrees that they shall pay all expenses incurred by COACO Ltd for the collection of any delinquent accounts including, but not limited to: all legal fees, filing fees and costs. Any and all disputes arising out of this sale shall be interpreted under the laws of the land in which the work was performed. Customer agrees to pay collection fees, reasonable legal fees and court costs in the event of legal action. A monthly service charge of 3% will be added after 10 days.

Warranty COACO Ltd. warrants that all workmanship provided by our employees be done in accordance with the EWRB, be free from defects, including the installation of parts and repairs, for the normal life of the installation, and will repair any installation that we find to be defective free of charge, subject to the limitations detailed below. This warranty extends through the normal life of the installation.

Limited Parts Warranty

COACO Ltd. warrants that all parts provided and installed by our employees be free of defects for 365 days from Works completion date or otherwise extended warranty from the parts manufacturer. Parts that become defective within one year (365 days or longer period declared by the manufacturer) of Works are covered by full warranty.

Non-Durable Replaceable Parts

Non-Durable Replaceable Parts are parts that have limited life expectancy and are designed to be replaced. These types of parts are specifically excluded from this warranty and are not covered by COACO Ltd. These types of parts include but are not limited to, Light Bulbs, Ballast, Fuses, Batteries, etc.

General Conditions and Exclusions

This warranty extends only to parts and labour provided by COACO Ltd. Parts provided by others or installations done by others are expressly excluded from this warranty. This warranty does not cover items damaged by acts of nature, misuse, or abuse. Light bulbs are expressly excluded from this warranty. COACO Ltd. provides no warranty coverage for light bulbs that were properly installed. This warranty is limited to only those items installed or provided by COACO Ltd. Remedies for warranty claims are limited to the repair or replacement of the damaged part or faulty installation up to but not exceeding a full refund for the installation or faulty portion of the installation. This warranty does not cover the cost of repairs attempted or Works undertaken by others unless authorized by COACO Ltd. For items that are designed to be maintained or replaced by the owner, the owner is solely responsible for all labour and other costs of maintaining, installing, replacing, disconnecting or dismantling the System and or parts in connection with owner-required maintenance. This warranty does not cover labour or parts for which COACO Ltd has not received payment.

Failure to pay for the Works in full within the required or agreed time period from Works completion, voids any and all Warranty coverage offered by COACO Ltd.

THIS LIMITED WARRANTY DOES NOT COVER property damages, malfunction or failure of the System, or personal injury caused by or resulting from:

- (a) accident, abuse, negligence or misuse;
- (b) operating the System in a corrosive or wet environment containing chlorine, fluorine or any other hazardous chemicals;
- (c) installation, alteration, repair or service by anyone other than COACO Ltd or other than pursuant to the manufacturer's maintenance instructions;
- (d) improper matching of System components;
- (e) improper sizing of the System;
- (f) improper or deferred maintenance contrary to the manufacturer's instructions;
- (g) physical abuse to or misuse of the System (including failure to perform any maintenance as described in the Operation Manual, or any System damaged by excessive physical or electrical stress);
- (h) parts that have had a serial number or any part thereof altered, defaced or removed;
- (i) Parts used in any manner contrary to the Operation Manual;
- (j) freight damage;
- (k) damage caused by force majeure or other factors such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power.

THIS LIMITED WARRANTY ALSO EXCLUDES:

- (a) SERVICE CALLS WHERE NO DEFECT IN THE SYSTEM COVERED UNDER THIS WARRANTY IS FOUND; (b) System installation or set-ups;
- (c) adjustments of user controls, or
- (d) parts purchased or installed outside New Zealand or not up to NZ Regulations Codes. Consult the operating instructions for information regarding user controls.

This Limited Warranty shall not be enlarged, extended or affected by, and no obligation or liability shall arise or grow out of, COACO Ltd. providing, directly or indirectly, any technical advice, information and/or service to Owner in connection with the System. Except as otherwise provided in this Limited Warranty, COACO Ltd. makes no other Warranties of any kind whatsoever regarding the System. COACO Ltd disclaims and excludes all Warranties not expressly provided herein and all remedies which, but for this provision, might arise by implication or operation of law, including, without limitation, the implied warranties of merchantability and of fitness for any particular purpose. No one is authorized to change this Limited Warranty in any respect or to create any other obligation or liability for COACO Ltd in connection with the System. COACO Ltd disclaims all liability for the acts, omissions, and conduct of all third parties (including, without limitation, the installing contractor) in connection with or related to the System. Under no circumstances shall COACO Ltd. be liable for any incidental,

special or consequential damages including, without limitation, lost goodwill, lost revenues or profits, work stoppage, System failure, impairment of other goods, costs of removal and reinstallation of the System, loss of use, injury to persons or property arising out or related to the System whether based on breach of Warranty, breach of Contract, tort or otherwise, even if COACO Ltd. has been advised of the possibility of such damage. In no event shall COACO Ltd.'s liability exceed the actual purchase price of the System with respect to which any claim is made.

Restriction of The Period Limitation of Action Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work.

Alterations

Any alterations, additions, adjustments or repairs made by others, authorized or agreed upon by COACO Ltd, will be cause to terminate COACO Ltd's obligation under the contract.

Basis of Quotation or Estimated Cost

All increases in labour and/or material cost arising after the date of a Quotation or Estimated Cost may be recovered from the Customer unless the quotation expressly excludes this condition.

The Quotation(s) or Estimated Cost is based on the work being performed during normal working hours, Monday to Friday.

Variations or additional work shall be charged on time and material basis at the current hourly rate or outside hours hourly rate of 1.5 times or 2 times normal hourly rate, unless subject of a separate quotation accepted by the Customer.

Work by other Trades, any statutory fees, or charges for work requested by Local Authorities, is not included unless specified.

While reasonable care will always be taken, the Quotation or Estimated Cost does not include for incidental redecoration or other works consequent upon the proper execution of the work.

Materials, equipment, and methods may vary from blueprints or notes provided, but at all times will meet or exceed local Electrical Code.

Blueprint locations are to be used as a guideline, but field conditions determine final locations.

Pricing

(a) If there is any error or omission in the Quote or Estimated Cost, COACO Ltd reserves the right to change the Contract sum on the Quote or Estimated Cost. This clause applies even if the Quote or Estimated Cost has been accepted by the Customer. Prices quoted are subject to final costing assessment by COACO Ltd.

(b) Upon acceptance of the Quote or Estimated Cost by the Customer, COACO Ltd may require a deposit to be paid prior to any Works being commenced by COACO Ltd. This deposit is at the sole discretion of COACO Ltd.

(c) Notwithstanding any other clause, the contract sum on the Quote or Estimated Cost will only be valid for 30 days from the date of the Quote or Estimated Cost. COACO Ltd reserves the right to make any changes to the Quote or Estimated Cost if the 30 days lapses.

(d) At COACO Ltd's sole discretion, a portion of or the full amount of the deposit, may be non-refundable. The amount that is non-refundable is a true estimate of costs and expenses spent to date.

(e) COACO Ltd reserves the right to make any changes to the Quote or Estimated Cost including but not limited to the contract sum if either:

(i) a variation is requested by the Customer, or

(ii) a Quote or Estimated Cost has not been fulfilled within 30 days of the date the Quote was produced. Any variation from the Quotation or Estimated Cost, schedule Works or specifications will allow COACO Ltd the right to stop the progress of any Works until COACO Ltd and the Customer agree to changes. Payment for all variations must be made in full at the time in which they are raised.

Unforeseeable Conditions

Customer agrees to pay all costs arising from unforeseen issues such as unsafe or illegal conditions, rot, fungus or mold inspector requirements, overlooked conditions, identifying and removing hazardous materials (lead paint, solvents, asbestos, etc.) after the project has begun. If such circumstances arise, COACO Ltd will determine with the Customer the scope of extra work, costs involved with remedying the unforeseeable conditions, and a date for payment through a written pro forma Invoice.

Completion

The Contractor shall endeavour to carry out the work within the period stipulated or, if no period is stipulated, within a reasonable time, but shall not be held responsible for any loss or damage arising out of delay due to any cause beyond the Contractor's control.

(a) Any date or time quoted for delivery and completion of the Works is an estimate only and COACO Ltd shall endeavour to complete the Works at a time or times required by the Customer, but failure to do so shall not confer any right of cancellation, termination or refusal of delivery on the Customer's part or render COACO Ltd liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.

(b) The Customer will not be relieved of any obligation to accept or pay for products by reason of any delay in delivery or any strike, lockout, unavailability of raw materials, accidents to machinery, differences with workmen, breakdowns, shortages of supplies or labour, fires, floods, storm or tempest, transport delays, acts of God, restrictions or intervention imposed by any Laws, regulations, Governments or agency's thereof and any other cause beyond the control of COACO Ltd or any other cause whatsoever.

Consequential Loss or Damage

The Contractor will take reasonable care but accepts no liability for damage to furniture or other fixtures and fitting which must be moved by the Contractor or his workmen in order to carry out the Works. Without prejudice to this, the Contractor will maintain adequate Liability Insurance cover for at least the duration of the Contract.

Design

Any design information carried out or provided by COACO Ltd, remains the copyright of COACO Ltd and is offered on the basis that the Works shall be totally carried out by COACO Ltd.

Customers Acknowledgements

(a) It is the sole responsibility of the Customer to check and confirm the order with COACO Ltd prior to agreement of the Quote or Estimated Cost that's deemed agreed by the commencement of Works. COACO Ltd will not be held liable for incorrect orders.

(b) It is the responsibility of the Customer to ensure that the Works can be completed without interruption, in a continuous workflow and on the mutually agreed date. COACO Ltd reserves the right to charge the Customer any extra costs incurred by COACO Ltd by virtue of interruption including but not limited to additional return to site charges and travel costs. The Customer shall be fully responsible to ensure that plumbing installations and any other installations not specified within agreed Works, do not foul the work area and associated areas.

(c) The Customer shall ensure that COACO Ltd has clear and free access to the work site at all times to enable them to carry out the Works. COACO Ltd shall take all due and reasonable care when delivering and installing the product/s in accordance with these Terms and Conditions. COACO Ltd. shall not be liable for any loss or damage to the site.

Termination

If a Customer cancels or alters any order or part order for any product at any time after COACO Ltd has received the order to proceed, then COACO Ltd reserves the right to charge to the Customer the cost of any product/s, materials or permit fees already acquired for the order together with cost of labour and tooling expended to the date of such cancellation or alteration.