TAX INVOICE

Estate of R V Sims
25A Ryrie Street
Balclutha
Balclutha 9230
NEW ZEALAND

Invoice Date
22 Oct 2026

Invoice Number
INV-3660

Job Reference
20260401

GST Number
055-846-499

PAINTING
WATERPROOFING
FLOORING
iCOAT
Divisions of Mulford Holdings Ltd

Mulford Holdings Limited
3 Brighton Road
Dunedin 9018
Otago
NEW ZEALAND

Description	Quantity	Unit Price	GST	Amount NZD
To Carry out the Works at 28A Ryrie Street, Balclutha	1.00	698.00	15%	698.00
			Subtotal	698.00
			Total GST 15%	104.70
			Invoice Total	802.70
			Total Net Payments NZD	802.70
			Amount Due	**0.00**

Due Date: 20 Nov 2026

Please pay by direct credit to 12-3196-0006765-00. This invoice is made under the Construction Contracts Act 2002 for payment claims. All accounts are due and must be paid within 10 days of invoice. Any queries of this account must be made in writing within 7 working days.

Thank you for your business!

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Master Painters New Zealand
www.masterpainters.co.nz

SITE SAFE

16/10/2026

Sean Everitt
25A Ryrie Street
DUNEDIN

Email: sean@everittsrecycling.co.nz

Quote Number: 20260401

Dear Sean

Re: Waterproofing.

Thank you for the opportunity to quote for the work at 25A Ryrie Street. After inspection of the property, we have pleasure in submitting our quotation for your consideration.

Water proofing Scope of Work:

We have allowed to carry out waterproofing to under the stairs in the garage and along the wall in the garage toilet to .500 high.

- Grind and remove existing coatings.
- Chase cut and plug floor wall junction.
- Instal hydro epoxy over prepared area.

Our price of $1,396.00 Plus GST

Specifications:

Quotations remain valid for 14 days or until revoked and are subject to any material cost increase and wage increase after date of quotation.

Due to the worldwide crisis, freight costs are varying daily. Our freight charges cannot be confirmed until such a date when a contract is to be signed. We can at this time, gather the most up-to date price & make any necessary changes to our lump sum price before signing.

This Quotation is made under the construction contracts act 2002 for payment claims. Upon acceptance a 50% non-refundable deposit is required; final payment must be made within 3 days after completion of the contract. Any queries of this account must be made in writing within 3 working days. All collection costs will be paid by the client.

All staff at Mulford Holdings Ltd hold current Site Safe Passports, if further Health & Safety inductions are required this will be charged on an hourly basis.

If you anticipate having difficulties paying an invoice on time, please immediately contact our credit controller. We may be able to make alternative payment arrangements such as payment by instalments. You may be required to pay interest on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our firm's trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.

Thank you for the opportunity of quoting. If you have any queries regarding this quotation please do not hesitate in contacting us.

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SITE SAFE

Yours faithfully
MULFORD HOLDINGS LIMITED

Barrie Clydesdale
Managing Director

3 Brighton Road, Green Island, Dunedin 9018 · PH: (03) 488 4151
Email: info@mulfordholdings.co.nz · www.mulfordholdings.co.nz

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Divisions of Mulford Holdings Ltd

Job Acceptance

The Manager
Mulford Holdings Ltd
3 Brighton Road
Green Island
Dunedin 9018

Attention: Barrie Clydesdale

Quote Number: 20260401

Dear Mr Clydesdale

We hereby accept your quotation dated 16/10/2026

Water proofing Scope of Work:

We have allowed to carry out waterproofing to under the stairs in the garage and along the wall in the garage toilet to .500 high.

- Grind and remove existing coatings.
- Chase cut and plug floor wall junction.
- Instal hydro epoxy over prepared area.

Our price of $1,396.00 Plus GST

Total amount of $1,396.00 + GST and request that you contact us with regards a starting date and a schedule of colours and finishes.

This Quotation is made under the construction contracts act 2002 for payment claims. Upon acceptance a 50% non-refundable deposit is required; final payment must be made within 3 days after completion of the contract. Any queries of this account must be made in writing within 3 working days. All collection costs will be paid by the client.

50% acceptance deposit including GST - $

Bank Account Details for Direct Credit Payment ASB Dunedin A/C 12 3196 0006765 00
Please quote your Quote Number listed above. Thank you for your business.

I authorise the work detailed above and certify that the below information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE of Mulford Holdings Limited which form part of, and are intended to be read in conjunction with this Job Acceptance Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. *I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.*

SIGNED (CLIENT): _____

Name: _____

Position: _____

Phone Number: _____

DOB: _____

This is a Work Approval under the Construction Contracts Act 2002. If you are a "**Residential Occupier**" please read clause 18 on the reverse.

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Mulford Holdings Limited – Terms & Conditions of Trade

1 Definitions

1.1 **"Client"** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Mulford to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and:
(a) if there is more than one Client, is a reference to each Client jointly and severally; and
(b) if the Client is a partnership, it shall bind each partner jointly and severally; and
(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
(d) includes the Client's executors, administrators, successors and permitted assigns.

1.2 **"Contract"** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.

1.3 **"Cookies"** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. **If the Client does not wish to allow Cookies to operate in the background when using Mulford's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**

1.4 **"Intended Use"** means a product and the use thereof, for which the product is intended to be, or is reasonably likely to be, associated with the Works.

1.5 **"Non-Conforming Building Product"** means building products that are regarded as Non-Conforming for an Intended Use if, when associated with a building:
(a) the product is not, or will not be, safe; or
(b) does not, or will not, comply with the relevant regulatory provisions; or
(c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product.

1.6 **"Mulford"** means Mulford Holdings Limited, its successors and assigns.

1.7 **"Price"** means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Works as agreed between Mulford and the Client in accordance with clause 5 below.

1.8 **"Works"** means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by Mulford 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).

1.9 **"Worksite"** means the address nominated by the Client to which the Materials are to be supplied by Mulford.

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 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.

2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

2.4 The Client acknowledges that the supply of Works on credit shall not take effect until the Client has completed a credit application with Mulford and it has been approved with a credit limit established for the account.

2.5 In the event that the supply of Works requested exceeds the Client's credit limit and/or the account exceeds the payment terms, Mulford reserves the right to refuse delivery.

2.6 Any advice, recommendation, information, assistance or service provided by Mulford in relation to Materials or Works supplied is given in good faith to the Client, or the Client's agent and is based on Mulford's own knowledge and experience and shall be accepted without liability on the part of Mulford. Where such advice or recommendations are not acted upon then Mulford shall require the Client or their agent to authorise commencement of the Works in writing. Mulford shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Works.

2.7 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, Mulford reserves the right to substitute comparable Materials and vary the Price as per clause 5.2. In all such cases Mulford will notify the Client in advance of any such substitution, and also reserves the right to place the Client's order and/or Works on hold, as per clause 6.2 until such time as Mulford and the Client agree to such changes.

2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3 Errors and Omissions

3.1 The Client acknowledges and accepts that Mulford shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
(a) resulting from an inadvertent mistake made by Mulford in the formation and/or administration of this Contract; and/or
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Mulford in respect of the Works.

3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Mulford; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

4 Change in Control

4.1 The Client shall give Mulford 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, change of trustees, or business practice). The Client shall be liable for any loss incurred by Mulford as a result of the Client's failure to comply with this clause.

5 Price and Payment

5.1 At Mulford's sole discretion the Price shall be either:
(a) as indicated on invoices provided by Mulford to the Client in respect of Works performed or Materials supplied; or
(b) Mulford's Price at the date of delivery of the Works according to Mulford's current pricelist; or
(c) Mulford's quoted Price (subject to clause 5.2(a)) which shall be binding upon Mulford provided that the Client shall accept Mulford's quotation in writing within thirty (30) days.

5.2 Mulford 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) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, limitations to accessing the Worksite, obscured building/Worksite defects, incorrect measurements, plans and/or specifications provided by the Client, change of design or paint colour selection, safety considerations (discovery of asbestos, etc.), prerequisite work by any third party not being completed, the Worksite not being prepared to the required standards or poorly prepared by other parties, lack of required utilities, latent soil conditions, excess ground water, hard rock or other barriers below the surface, iron reinforcing rods in concrete, or hidden underground pipes and wiring etc.) which are only discovered on commencement of the Works; or
(d) in the event that overseas transactions increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges or increases to Mulford in the cost of labour or materials which are beyond Mulford's control.

5.3 Variations will be charged for on the basis of Mulford's quotation, and will be detailed in writing, and shown as variations on Mulford's invoice. The Client shall be required to respond to any variation submitted by Mulford within ten (10) working days. Failure to do so will entitle Mulford 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.

5.4 At Mulford's sole discretion a fifty percent (50%) deposit shall be required.

5.5 Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by Mulford, which may be:
(a) on completion of the Works;
(b) by way of instalments/progress payments in accordance with Mulford'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;
(c) the date specified on any invoice or other form as being the date for payment; or
(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Mulford.

5.6 At the agreement of both parties, payment of the Price may be subject to retention by the Client of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Client shall hold the Retention Money for the agreed period following completion of the Works during which time all Works are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with Subpart 2A - sections 18(a) to 18(i) of the Construction Contracts Amendment Act 2015 and as such no Retention Money shall be use other than to remedy defects in the performance of Mulford's obligations under the Contract.

5.7 Payment may be made by electronic/on-line banking, or by any other method as agreed to between the Client and Mulford.

5.8 Mulford may in its discretion allocate any payment received from the Client towards any invoice that Mulford determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Mulford may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Mulford, payment will be deemed to be allocated in such manner as preserves the maximum value of Mulford's Purchase Money Security Interest (as defined in the PPSA) in the Materials.

5.9 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 Mulford nor to withhold payment of any invoice because part of that invoice is in dispute, unless the request for payment by Mulford is a claim made under the Construction Contracts Act 2002. Nothing in this clause 5.9 prevents the Client from the ability to dispute any invoice.

5.10 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Mulford an amount equal to any GST Mulford must pay for any supply by Mulford 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.

6 Provision of the Works

6.1 Subject to clause 6.2 it is Mulford's responsibility to ensure that the Works start as soon as it is reasonably possible.

6.2 The Works' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Mulford claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond Mulford's control, including but not limited to any failure by the Client to:
(a) make a selection; or
(b) have the Worksite ready for the Works; or
(c) notify Mulford that the Worksite is ready.

6.3 At Mulford's sole discretion, the cost of delivery is included in the Price.

6.4 Mulford may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

6.5 Any time specified by Mulford for delivery of the Works is an estimate only and Mulford 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 Mulford is unable to supply the Works as agreed solely due to any action or inaction of the Client, then Mulford 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.

7 Risk

7.1 If Mulford retains ownership of the Materials under clause 13 then:
(a) where Mulford 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 the Materials are delivered by Mulford or Mulford's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address); and
(b) where Mulford is to both supply and install Materials then Mulford shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Client.

7.2 Notwithstanding the provisions of clause 7.1 if the Client specifically requests Mulford to leave Materials outside Mulford'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.

7.3 Mulford 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, Mulford accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

7.4 Where the Client has provided instructions or specifications for Mulford to complete the Works (including, but not limited to, any requested variation to the original design and/or paint colour selection), then Mulford may require proof of concept sign off prior to commencement of the Works and will accept no liability whatsoever for the finished Works being deemed as unsatisfactory to the Client should the Client fail to adhere to this clause.

7.5 The Client warrants those structures to which the Materials are to be affixed are able to withstand the installation thereof and are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of wood rot, mould etc) that Mulford, or Mulford's employees, reasonably form the opinion that the Client's premises is not safe for the Works to proceed then Mulford shall be entitled to delay the provision of the Works (in accordance with the provisions of clause 6.2 above) until Mulford is satisfied that it is safe for the installation to proceed.

7.6 The Client acknowledges and accepts that:
(a) Mulford will not accept responsibility for any damage to the Materials due to microenvironments caused by air-conditioning, heating or large expanses of glass windows without curtains or blinds; and
(b) whilst Mulford will take all due care to avoid contamination of the finished surface, Mulford accepts no responsibility for contamination by natural contaminates such as dust or hair which may be present at the Worksite.

7.7 Mulford shall not be liable whatsoever for any loss or damage to the Works that is caused by any other tradesmen. If the Client instructs Mulford to rectify any such damage then this will become a variation to the original quotation and will be charged at Mulford's normal hourly rate.

7.8 ***Waterproofing Risk***

7.9 All potential waterproofing surfaces are subject to an inspection by Mulford prior to the commencement of the Works. In the event that the surface is deemed unsuitable, then Mulford reserves the right to halt the Works until such time as it is agreed between Mulford 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 5.2.

7.10 It is the intention of Mulford and agreed by the Client that it is the responsibility of the Client to:
(a) ensure that any surface requiring waterproofing is suitable for the purpose. In the event that the Client requests Mulford to prepare the surface for waterproofing, then at Mulford's sole discretion a fee shall be charged for the Works, and shall become immediately due and payable; and
(b) ensure that no other trades men work on the membrane applied to the surface, until the membrane is fully dried and cured to manufacturer's specifications. Mulford shall not be liable for any costs, damages or loss however arising from the Client's failure to comply with this clause.

7.11 The Client acknowledges and accepts that:
(a) Mulford shall apply the Materials to the manufacturer's specification and in compliance with Australian/New Zealand Standards AS/NZS 4858:2004 or subsequent amendments;
(b) Mulford may not be able to ascertain the depth of, or if a void or cavity is present behind a crack for repair without closer inspection. Any additional costs incurred by Mulford for carrying out such investigation prior to repairing such a defect shall be invoiced as an extra. The Client also accepts that repair methods may alter as a result of any such investigation; and
(c) Mulford gives no guarantee (expressed or implied) as to the length of time the curing process of repair Works will take due to factors or conditions outside Mulford's control (including, but not limited to, the surfaces and the existing condition of the defect, atmospheric conditions including humidity and temperature, the nature of the repair).

7.12 ***Painting Risk***

7.13 The Client acknowledges and accepts that:
(a) Mulford shall be indemnified for any claims made where colour fade occurs due to paint colours chosen by the Client that have less than a forty percent (40%) light-reflectance value (LRV) as these are inclined to fade more readily than those colours with a greater LRV; and
(b) any faults with underlying surfaces or structures may affect the finish of the completed Works;
(c) where Mulford has been requested to perform remedial work on damaged structures, evidence of repairs may be apparent after the completion of the Works; and
(d) Materials supplied may:
(i) exhibit variations in shade, colour, texture, surface and finish, and
(ii) mark or stain if exposed to certain substances; and
(iii) be damaged or disfigured by impact or scratching.

7.14 Mulford shall endeavour to match old for new, however, the Client acknowledges and accepts that colours may not match due to differences in colour matching/mixing technologies, fading and/or weathering of the sample provided to colour match from. Therefore, Mulford shall not be held responsible or liable for any differences that may result.

7.15 Mulford:
(a) offers no guarantee against the following defects or damage that may occur naturally in the Works over time:
(i) cracking of paint over plaster where the wrong paints are used for coating; or
(ii) damage caused by contact with chemicals, solvents, oils or any other substances; or
(iii) the occurrence of efflorescence and any detrimental effects this has on the appearance of the Works; or
(iv) peeling or flaking caused by the environment or other external factors.
(b) shall not be liable whatsoever for:
(i) any pre-existing damages discovered by Mulford prior to the commencement of the Works. The Client will be notified of any such discovery in writing; or
(ii) inferior existing paintwork where Mulford's paint has bonded to the existing paintwork and weakened the previous paint causing any kind of flake, crack, blemish, blistering or delamination; or
(iii) the quality of the Works if the Client does not follow Mulford's recommendations as to the number of coats of paint required to obtain the final finish if the Client chooses to accept a reduced Price based on fewer coats of paint; or
(iv) any loss or damage to the Works (including, but not limited to, painted/plastered surfaces) that is caused by any other tradesmen during and after the completion of the Works.

7.16 ***Concrete Polishing Risk***

7.17 The Client acknowledges and accepts that:
(a) concrete is a natural product and as such variations of colour and texture are inherent. Mulford shall not be liable for any loss, damages or costs howsoever arising resulting from any variation of the colour or texture between different batches of product;
(b) Mulford cannot guarantee that existing stains within the concrete will be removed by the preparation process;
(c) Mulford has no control over added colours once the product has touched the concrete;
(d) no responsibility will be taken by Mulford for any possible capillary action of water, sealants, fluids, rising damp or contaminants within the concrete or stone during the grinding and sealing process;
(e) contaminated and stained concrete can affect the sealants adhesion and life span, due to unknown contaminations. No responsibility will be taken by Mulford under these circumstances;
(f) Mulford's equipment is dustless; however, during the grinding process some fine dust may be generated and settle throughout the Worksite; and
(g) Mulford takes no responsibility for the method used on installation of the concrete (including, aggregate exposure, blow outs or uneven placement, etc.).

8 Client's Responsibilities

8.1 Unless otherwise agreed, it is the intention of Mulford, that it is the responsibility of the Client to:
(a) provide and have erected scaffolding to enable the Works to be undertaken (where in Mulford'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;
(b) have all areas clean and clear to enable scheduled work to be completed in accordance with the schedule of installation;
(c) remove all existing floor coverings, tacks and staples;
(d) ensure the sub-floor is adequately ventilated and is structurally sound;
(e) ensure that the levels of a sub-floor are satisfactory as the floor coverings can only follow the contours of the sub-floor and will not correct unevenness;
(f) 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 Mulford in this regard;
(g) provide adequate dustsheets to protect the Clients furniture and décor. Mulford will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any grinding/sanding process. Flaking or crumbing walls should be temporarily covered by the Client, until the coatings are dry;
(h) extinguish all naked flames prior to coating including but not limited to pilot lights heaters etc.; and
(i) ensure that full and final lighting as designed for the completed project is fully operational prior to sanding or grinding work commencing, and are made available for use at no cost for the duration of the project. Any costs incurred by Mulford will be invoiced to the Client should this requirement not be met.

8.2 Mulford is not insured to remove furniture or fittings and will not do so, nor is Mulford licensed to move gas or electrical appliances.

8.3 The Client shall establish an annual maintenance inspection program. The inspection should concentrate on "high risk" areas such as hatches, drains and around all roof top and deck equipment, as well as a general inspection of the entire area. Inspections should also include the examination of the roof, deck areas if possible from the underside for evidence of leaks, deteriorated decking, structural cracks or movement and other deficiencies. Parapets and edging should also be examined for evidence of cracking, deterioration and moisture infiltration. Failure on the Client's behalf to perform this annual inspection may void any warranty given by Mulford.

8.4 It is Mulford's recommendation that:
(a) it is in the Client's best interest that the Client vacates the premises both during the course of the Works and during the drying period due to the fumes generated from the solvent based polyurethane coatings which are toxic when the paint is wet;
(b) all foodstuffs, fabric, leather and any other 'porus' materials that are in close proximity of the walls being coated be removed; and

8.5 Where Mulford requires that Materials, tools etc. required for the Works be stored at the Worksite, the Client shall supply Mulford 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 the Client's responsibility.

9 Worksite Access and Condition

9.1 Mulford is not responsible for the removal of rubbish from or clean-up of the building/construction Worksite/s. All rubbish generated by Mulford will be placed in a designated area appointed by the Client but the responsibility of removal of same is the Client or the Client's agent, unless otherwise agreed.

9.2 It is the intention of Mulford and agreed by the Client that:
(a) the Client shall ensure that Mulford has clear and free access to the Worksite at all times to enable them to undertake the Works (including carrying out Worksite inspections, gain signatures for required documents, and for the delivery and installation of the Materials). Mulford shall not be liable for any loss or damage to the Worksite (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Mulford; and
(b) it is the Client's responsibility to provide Mulford, while at the Worksite, with adequate access to available water, electricity, toilet and washing facilities.

9.3 The Client agrees to be present at the Worksite when and as reasonably requested by Mulford and its employees, contractors and/or agents.

9.4 *Worksite Inductions*
(a) in the event the Client requires an employee or sub-contractor of Mulford to undertake a Worksite induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay Mulford's standard (and/or overtime, if applicable) hourly labour rate; or
(b) where Mulford is in control of the Worksite, the Client and/or the Client's third-party contractors must initially carry out Mulford's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by **appointment only** and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by Mulford.

10 Underground Locations

10.1 Prior to the Mulford commencing any work the Client must advise Mulford of the precise location of all underground services on the Worksite 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

Please note that a larger print version of these terms and conditions is available from Mulford on request.

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optic cables, oil pumping mains, and any other services that may be on the Worksite.

10.2 Whilst Mulford will take all care to avoid damage to any underground services the Client agrees to indemnify Mulford 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 10.1.

11 Insurance

11.1 Mulford shall have public liability insurance of at least five million dollars ($5m). It is the Client's responsibility to ensure that they are similarly insured.

12 Compliance with Laws

12.1 The Client and Mulford 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, including any WorkSafe health and safety laws relating or any other relevant safety standards or legislation pertaining to the Works.

12.2 Both parties acknowledge and agree:
- (a) to comply with the Building Act 2004 (including any subsequent Amendments) in respect of all workmanship and building products to be supplied during the course of the Works; and
- (b) that Works will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.

12.3 Where the Client has supplied products for Mulford to complete the Works, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the Intended Use and any faults inherent in those products. However, if in Mulford's opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with New Zealand regulations, then Mulford shall be entitled, without prejudice, to halt the Works until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 5.2.

12.4 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.

12.5 Notwithstanding clause 12.1 and pursuant to the Health & Safety at Work Act 2015 (the "HSW Act"), Mulford agrees at all times to comply with sections 28 and 34 of the "HSW Act" with meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in control of the Worksite or where they may be acting as a sub-contractor for the Client who has engaged a third party head contractor.

13 Title

13.1 Mulford and the Client agree that ownership of the Materials shall not pass until:
- (a) the Client has paid Mulford all amounts owing to Mulford; and
- (b) the Client has met all of its other obligations to Mulford.

13.2 Receipt by Mulford 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.

13.3 It is further agreed that:
- (a) until ownership of the Materials passes to the Client in accordance with clause 13.1 that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to Mulford on request;
- (b) the Client holds the benefit of the Client's insurance of the Materials on trust for Mulford and must pay to Mulford 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 Mulford shall be sufficient evidence of Mulford's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with Mulford 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 Mulford and must pay or deliver the proceeds to Mulford 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 Mulford and must sell, dispose of or return the resulting product to Mulford as it so directs;
- (f) unless the Materials have become fixtures the Client irrevocably authorises Mulford to enter any premises where Mulford believes the Materials are kept and recover possession of the Materials;
- (g) Mulford 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 Mulford; and
- (i) Mulford may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.

14 Personal Property Securities Act 1999 ("PPSA")

14.1 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 that have previously been supplied and that will be supplied in the future by Mulford to the Client and the proceeds from such Materials.

14.2 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 Mulford may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, Mulford 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 or the proceeds of such Materials in favour of a third party without the prior written consent of Mulford; and
- (d) immediately advise Mulford 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.

14.3 Mulford and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

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

14.5 Unless otherwise agreed to in writing by Mulford, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.

14.6 The Client shall unconditionally ratify any actions taken by Mulford under clauses 14.1 to 14.5.

14.7 Subject to any express provisions to the contrary (including those contained in this clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

15 Security and Charge

15.1 In consideration of Mulford 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, and the Client grants a security interest in all of its present and after-acquired property, 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). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.

15.2 The Client indemnifies Mulford from and against all Mulford's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Mulford's rights under this clause.

15.3 The Client irrevocably appoints Mulford and each director of Mulford as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Client's behalf.

16 Defects in Materials

16.1 The Client shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being of the essence) notify Mulford of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Mulford an opportunity to inspect the Materials within a reasonable time following delivery if the Client believes the Materials are defective in any way. If the Client shall fail to comply with these provisions the Materials shall be presumed to be free from any defect or damage. For defective Materials, which Mulford has agreed in writing that the Client is entitled to reject, Mulford's liability is limited to either (at Mulford's discretion) replacing the Materials or repairing the Materials.

16.2 Materials will not be accepted for return other than in accordance with 16.1 above.

17 Warranties

17.1 Subject to the conditions of warranty set out in clause 17.2 Mulford warrants that if any defect in any Materials manufactured or Works provided by Mulford becomes apparent and is reported to Mulford within twelve (12) months of the date of delivery (time being of the essence) then Mulford will either (at Mulford's sole discretion) replace or remedy the defect.

17.2 The conditions applicable to the warranty given by clause 17.1 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 serviced item; or
  - (ii) failure on the part of the Client to follow any instructions or guidelines provided by Mulford; or
  - (iii) any use of any Materials or serviced item otherwise than for any application specified on a quote or order form; or
  - (iv) the continued use of any Materials or serviced item after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
  - (v) fair wear and tear, any accident or act of God.
- (b) the warranty shall cease and Mulford shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Mulford's consent.
- (c) in respect of all claims Mulford 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.

17.3 For Materials not manufactured by Mulford, the warranty shall be the current warranty provided by the manufacturer of the Materials. Mulford 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.

18 Consumer Guarantees Act 1993

18.1 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 **("CGA")** do not apply to the supply of Materials by Mulford to the Client.

19 Intellectual Property

19.1 Where Mulford 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 Mulford, and shall only be used by the Client at Mulford's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of Mulford.

19.2 The Client warrants that all designs, specifications or instructions given to Mulford will not cause Mulford to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Mulford against any action taken by a third party against Mulford in respect of any such infringement.

19.3 The Client agrees that Mulford may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which Mulford has created for the Client.

20 Default and Consequences of Default

20.1 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 Mulford's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

20.2 If the Client owes Mulford any money the Client shall indemnify Mulford from and against all costs and disbursements incurred by Mulford in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Mulford's collection agency costs, and bank dishonour fees).

20.3 Further to any other rights or remedies Mulford may have under this Contract, if a Client has made payment to Mulford, 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 Mulford under this clause 20, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.

20.4 Without prejudice to Mulford's other remedies at law Mulford shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Mulford shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Mulford becomes overdue, or in Mulford'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 Mulford;
- (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.

21 Cancellation

21.1 Without prejudice to any other rights or remedies Mulford may have, if at any time the Client is in breach of any obligation (including those relating to payment and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Client of such notice/s) then Mulford may suspend or terminate the supply of the Works. Mulford will not be liable to the Client for any loss or damage the Client suffers because Mulford has exercised its rights under this clause.

21.2 Mulford 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 Mulford shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to Mulford for Works already performed. Mulford shall not be liable for any loss or damage whatsoever arising from such cancellation.

21.3 In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by Mulford as a direct result of the cancellation (including, but not limited to, any loss of profits).

21.4 Cancellation of orders for products made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

22 Privacy Policy

22.1 All emails, documents, images or other recorded information held or used by Mulford is **"Personal Information"** as defined and referred to in clause 22.4 and therefore considered confidential. Mulford acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines and as set out in the Act. Mulford acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Mulford that may result in serious harm to the Client, Mulford will notify the Client in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Client by written consent, unless subject to an operation of law.

22.2 Notwithstanding clause 22.1, privacy limitations will extend to Mulford in respect of Cookies where the Client utilises Mulford's website to make enquiries. Mulford agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports are available to Mulford when Mulford sends an email to the Client, so Mulford may collect and review that information ("collectively Personal Information")

22.3 If the Client consents to Mulford's use of Cookies on Mulford's website and later wishes to withdraw that consent, the Client may manage and control Mulford's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.

22.4 The Client authorises Mulford or Mulford's agent to:
- (a) access, collect, retain and use any information about the Client;
  - (i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or 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 Mulford from the Client directly or obtained by Mulford 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.

22.5 Where the Client is an individual the authorities under clause 22.4 are authorities or consents for the purposes of the Privacy Act 2020.

22.6 The Client shall have the right to request (by e-mail) from Mulford, a copy of the Personal Information about the Client retained by Mulford and the right to request that Mulford correct any incorrect Personal Information.

22.7 Mulford will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

22.8 The Client can make a privacy complaint by contacting Mulford via e-mail. Mulford will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at http://www.privacy.org.nz.

23 Suspension of Works

23.1 Where the Contract is subject to section 24A of the Construction Contracts Act 2002, the Client hereby expressly acknowledges that:
- (a) Mulford 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 in accordance with clause 5.5 and/or any subsequent amendments or new legislation 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 Mulford by a particular date; and
  - (iv) Mulford has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction Contract.
- (b) if Mulford 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 Mulford exercises the right to suspend work, the exercise of that right does not:
  - (i) affect any rights that would otherwise have been available to Mulford under the Contract and Commercial Law Act 2017; 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 Mulford suspending work under this provision;
- (d) due to any act or omission by the Client, the Client effectively precludes Mulford from continuing the Works or performing or complying with Mulford's obligations under this Contract, then without prejudice to Mulford's other rights and remedies, Mulford may suspend the Works immediately after serving on the Client a written notice specifying the payment default or the act, omission or default upon which the suspension of the Works is based. All costs and expenses incurred by Mulford as a result of such suspension and recommencement shall be payable by the Client as if they were a variation.

23.2 If pursuant to any right conferred by this Contract, Mulford suspends the Works and the default that led to that suspension continues un-remedied subject to clause 21.1 for at least ten (10) working days, Mulford shall be entitled to terminate the Contract, in accordance with clause 21.

24 Service of Notices

24.1 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.

24.2 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.

25 Trusts

25.1 If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Mulford may have notice of the Trust, the Client covenants with Mulford as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
- (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (c) the Client will not without consent in writing of Mulford (Mulford will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
  - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
  - (ii) any alteration to or variation of the terms of the Trust;
  - (iii) any advancement or distribution of capital of the Trust; or
  - (iv) any resettlement of the trust property.

26 General

26.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with section 26 of the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).

26.2 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.

26.3 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 Dunedin courts of New Zealand.

26.4 Subject to the CGA, Mulford 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 Mulford of these terms and conditions (alternatively Mulford's liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).

26.5 Mulford may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.

26.6 The Client cannot licence or assign without the written approval of Mulford.

26.7 Mulford 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 Mulford's sub-contractors without the authority of Mulford.

26.8 The Client agrees that Mulford may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to 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 Mulford to provide Works to the Client.

26.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics, delays on stock caused by such events and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to Mulford.

26.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

Please note that a larger print version of these terms and conditions is available from Mulford on request.

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