

1. Application

The following terms of trade ("Terms") shall apply to all residential, commercial, and industrial building washing and other services ("Services") supplied to the person who opened an account or the person that the account was created for ("Customer") by Leddra Enterprises Ltd T/A Spray and Wash Solutions or T/A Spik n Span ("us, we, our"). These Terms will prevail if there is any inconsistency with any other document. 'Spray and Wash', 'Spray and Wash Solutions' and 'Spik n Span' are the trading names of Leddra Enterprises Ltd. and are used interchangeably.

2. Quotes

2.1. These Terms apply to any quote we give you.

2.2. Any changes to the quantities, measurements or specifications or nature of the services required after any quote provided by us or any inaccuracies or misstatements in the information provided to us, shall constitute a variation to our quote and shall be charged to you separately.

3. Authorisation

You agree that we have no obligation to inquire into the authority of any person placing orders on your behalf. It is your risk and responsibility to obtain every necessary or prudent authorisation (including licences, permits and consents) in relation to the Services we supply to you.

4. Your Obligations and Risk

4.1. You must strictly comply with any instructions, directions, and any cautions and/or warnings or aftercare instructions ("our Instructions") we provide you in respect of the Services.

4.2. You agree:

4.2.1. To let us know about any areas of the buildings which will be washed ("the Premises") which we will need to be aware of or avoid when performing the Services, for instance; electrical areas and areas prone to leaking.

4.2.2. That if you want us to wash behind any items which are adjacent to the exterior of the Premises that you will ensure that all such items (for instance; large waste bins and stacked pallets) are moved to enable us sufficient room to perform the Services.

4.2.3. Any pets are kept inside or removed from the property for the duration of the wash and not allowed on any washed surfaces until they are dry.

4.2.4. To provide us with an adequate water supply at no charge to the Company.

4.3. You must ensure that we have adequate access to and from the Premises in order to perform the Services. You agree to provide us with information about any period during which access to the Premises is restricted or prohibited and details of any areas of the Premises which are secured or locked, and special access is required and you agree to ensure that we are provided with access to such areas.

4.4. We will not be liable for any direct or indirect damage, economic loss of any kind or any other loss or expenses caused by or contributed by your failure to comply with our Instructions or the requirements of clauses 4.2 or 4.3.

4.5. You will still be liable for the price payable for the Services if we are unable to perform the Services due to circumstances within your control and your failure to comply with clauses 4.2 or 4.3.

5. Limitation of Liability

5.1. We will take all reasonable care in performance of the Services, however, if we become liable to you, for any reason, for any loss, damage, harm or injury in any way connected with the supply of the Services, our liability shall be limited to a sum not exceeding the price payable by you for the Services. We will not be liable to you for any consequential loss of whatever nature suffered by you or any other person injured and indemnify us in respect of any claims concerning any such loss.

5.2. All claims must be made in writing and are subject to verification or acceptance by us. No claim for any loss, damage or injury arising out of the supply of the Services by us, may be brought more than 3



months after the date you become aware or reasonably ought to have been aware of the circumstances giving rise to the claim.

- 5.3. We accept no responsibility after washing for subsequent damage or spotting to oxidized or sun damaged surfaces including but not limited to aluminium, long run cladding or roofing, paintwork, or joinery.

6. Your Indemnity

You will indemnify us for any physical, direct and indirect damage, economic loss or other loss or cost or expenses (including legal expenses on a solicitor and client basis) and will fully indemnify us against any claims or proceedings against us to the extent caused or contributed by you (or any of your agents or employees) or arising from a breach of these Terms.

7. Price

Unless otherwise stated, all quotes are exclusive of GST.

8. Payment

You agree to the following:

- 8.1. Unless otherwise agreed in writing, you must pay us in cleared funds 3 days following the date of our invoice prior to Service commencement.
- 8.2. If we require you to pay a deposit this must be paid immediately on acceptance of our quote and is non-refundable.
- 8.3. Payment of any amounts owed to us must be free of any counterclaim, set-off, deduction or any other claim whatsoever.
- 8.4. If in our opinion your credit worthiness deteriorates before completion of the performance of our Services, we may require full or partial payment at any time or the provision of security in a form acceptable to us. If such payment or security is not provided, we may cease supplying the Services.

9. Termination

9.1. If any of the events set out in clause 9.2 occur, we may, without prejudice to and in addition to any other rights or remedies we may have, exercise all or any of the following rights:

9.1.1. delay the performance of the Services until the matter is resolved to our satisfaction.

9.1.2. suspend or cancel in whole or in part these Terms or any other contract between us by written notice to you.

9.1.3. recover from you all amounts for any damage, losses, cost or expenses including actual legal costs and expenses arising from your default or non-payment.

9.1.4. charge and you must pay default compounding interest at the rate of 10% per month (calculated on a daily basis) until all amounts owed to us are paid in full including actual legal costs and other costs (including debt collection costs) and expenses incurred by or on behalf of us in enforcing or defending all or any of our rights (including our right to payment for any Services performed);

9.1.5. by notice to you require that all amounts owed to us whether due or not are paid immediately.

9.2. The events are:

9.2.1. breach of your obligations (including payment obligations) under these Terms or any other contract with us.

9.2.2. you enter any negotiations for any scheme of arrangement, composition or compromise with your creditors.

9.2.3. you, in our sole opinion, being unable to pay your debts (including contingent liabilities) as they fall due.

9.2.4. you pass any resolution to liquidate or becoming the subject of any liquidation proceedings.

9.2.5. a receiver or a receiver or manager appointed over the whole or part of your property or undertaking; or

9.2.6. you become bankrupt or commit an act of bankruptcy.



10. Consumer Guarantees Act 1993

You agree that the Services are performed for the purposes of the business and the Consumer Guarantees Act 1993 will not apply.

11. Warranties

All statutory, express, or implied warranties by us including without limitation the implied warranties of merchant ability and fitness for any particular purpose are expressly excluded (to the extent permitted by law).

12. Privacy Information

12.1. You and any Guarantor agree that any information about you provided to us may be used by us at any time for any purposes connected with our business including but not limited to quotes, direct marketing, debt collection and credit reporting or assessment. You authorise us to provide such information to any external agency or any party for credit information and assessment purposes and that agency or party are hereby authorised to use and continue to use such information as part of their business services. We collect personal information from you, including information about your: name, contact information, location, computer or network, interactions with us, billing, or purchase information. Besides our staff, we share this information with email marketing applications in order to send you marketing material. Opt out at any time.

Providing some information is optional. If you choose not to enter the information required in the contact form or instant quote form, we may be unable to provide an accurate quote or unable to provide services. We keep your information safe by password protection and only allowing certain staff access to it.

12.2. Spray and Wash Solutions will occasionally record images and/or video of the properties that we wash for the purposes of our marketing campaigns. If you do not wish for images of your property to be featured in our marketing material, please advise us prior to the delivery of the service.

12.3. Any personal information is held at Leddra Enterprises Ltd T/A Spray and Wash Solutions, 19 Rauta Way, Helensville, and you have certain right of access to your personal information under the Privacy Act 1993.

13. Unsolicited Electronic Messages Act 2007

13.1. You consent to us sending you marketing communications from time to time unless you inform us otherwise by letter or email. The email address for unsubscribing to marketing communications is: admin@sprayandwash.co.nz

14. Services

We will use our reasonable endeavours to perform the Services on the date(s) set out in our quote or estimate. You agree that we are not liable to perform the Services if:

14.1. we believe the conditions are not appropriate.

14.2. we believe that we would be breaching our obligations under the Health and Safety at Work Act 2015.

14.3. we do not have sufficient access to the premises to perform the Services; or clauses 4.2 or 4.3 are not complied with.

15. Health and Safety

15.1. We both agree to strictly comply with our obligations under the Health and Safety at Work Act 2015 (HSWA) in relation to the provisions of the Services and to ensure that our respective personnel comply with any health and safety instructions which either of us give to the other.

15.2. We agree to:

15.2.1. adhere to any hazard or risk controls you notify to us.

- 15.2.2. report any accidents or incidents to you.
- 15.2.3. supply you with information about our health and safety plan on request.

15.3. You agree:

- 15.3.1. to meet with us when reasonably required by us to advise us of any hazard or risk that we may not be aware of, or familiar with and to discuss health and safety issues; and
- 15.3.2. if requested by us to provide us with details of your health and safety plan and any hazards associated with the Premises.

- 15.4. We both agreed to indemnify each other and each other's agents, employees, contractors, and invitees and will keep them indemnified against all orders for reparation, losses, costs, and expenses (not including fines and infringement fees under the HSWA) for which either of us shall or may become liable in any capacity arising from the other party's failure to observe or otherwise comply with the HSWA, including any consequent amendments and enactments passed in substitution.

16. General

- 16.1. You agree that time is of the essence in respect of your obligations to us.
- 16.2. We will not be prevented from enforcing any of our rights under this agreement because on an earlier occasion we did not enforce those rights.
- 16.3. All notices to be given pursuant to this agreement will be given in accordance with sections 185 to 189 of the Personal Properties Securities Act 1999.
- 16.4. While you are not entitled to assign your rights under these terms we may.
- 16.5. You agree that we may issue any proceedings in respect of these terms in any court that suits us. The law that governs these terms is New Zealand law.
- 16.6. Any provision of these terms that is held to be invalid or unenforceable for any reason shall be severed from and shall not affect the remaining provisions of these terms.
- 16.7. You agree that these terms and any estimate or quote we provide to you constitutes the entire understanding between us and that there have been no representations made by or on behalf of us that have been relied upon by you that are not contained in terms.

17. Disputes

- 17.1. If you need to discuss any aspect of payment, please contact us immediately. If you are dissatisfied with the invoice, it is your responsibility to contact us immediately.
- 17.2. The customer will notify Company within three days if they are dissatisfied with the work that has been completed. Company reserves the right to return to the property to address any shortcomings. No such notification will be accepted more than three days after completion of the work. In all cases, the Customer remains liable for the full invoice amount unless otherwise agreed in writing.

18. Cancellations/Rescheduling Appointments

- 18.1. We are always happy to reschedule an appointment free of charge.
- 18.2. If you need to cancel your appointment, please provide us with at least 24 hours' notice.
- 18.3. A cancellation fee may apply to appointments that are cancelled within 24 hours of your appointment.

19. Delivery and Return

- 19.1. Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from Company premises or collected by the Customer or the Customer's agent. All carriers of goods are deemed to be agents of the Customer.
- 19.2. Company may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by Company (whether payment is due or not).



Terms of Trade

- 19.3. If Company is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) Company may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.
- 19.4. Goods will only be accepted for return with the prior approval of Company. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by Company.

20. Miscellaneous

Company may amend these terms of trade from time to time. The Customer shall in respect of the supply of any goods or services by Company to the Customer be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request from Company.