

Terms and Conditions of Trade

No one likes the small print.

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Our terms of trade set out what we will deliver to you and what we expect from you. The last thing we want is a mismatch in understanding and a poor outcome for you, the customer.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all of the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **SARGENT ELECTRICAL Ltd T/A SARGENT ELECTRICAL & AUTOMATION** to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions, please contact Rob on **027 354 3788** or email us at info@sargentelectrical.co.nz. If you are unhappy with the work we provide, or have any problems or comments, please let us know immediately. We will do our best to fix any problems right away. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride in what we do and would love for you to use us again and tell your friends.

We look forward to working with you soon!

Please Note; When this document refers to 'Sargent Electrical & Automation' that is our trading name, our business records still reflect Sargent Electrical Limited NZBN 9429046553249

You can contact us the following ways:

Phone/Text	027 354 3788
Email	info@sargentelectrical.co.nz
Website	www.sargentelectrical.co.nz
Facebook	https://www.facebook.com/sargentelectrical/
Instagram	https://www.instagram.com/sargent_electrical_ltd_nz/

Our Charges

Description	Charge
Technician –Tradesperson	\$90.00 + GST
Apprentice	\$35 - \$75.00 + GST
Labourer	\$38.00 + GST
Vehicle Service Charge (Zoning applies)	Approx. \$45 + GST
Call Out Fee	\$155.00 + GST
After Hours Call Out Fee	\$255.00 + GST
Access/Automation Specialist	\$110.00 + GST
Access/Automation Specialist Call out Fee	\$185 + GST

After Hours Call Out Fee

We define our normal hours of business from 7.00am-5.00pm Monday to Friday. Work done outside of these hours is subject to an after-hours call out fee.

Call Out Fee

A call out fee is a one-off charge. Includes first hour of labour, a vehicle charge and administration costs for your job, (\$85 per hour thereafter),

Access/Automation Specialist

This specialist area of work includes but is not limited to, Gate Automation, Barrier arms, Traffic bollards, Automated doors, Intercoms/Access control, Keypads, Camera & Security systems.

Vehicle Service Fee

This charge is used to cover the cost of running the vehicles. (Cost can vary depending on the distance to travel)

Parking Permits/Tolls/Paid Parking

If, in the course of undertaking work for you, we are required to pay for parking or any other vehicle travel costs, these will be passed on to you.

Additional Travel to the Job Site

We allow up to 30 minutes' travel time to your site. This cost is covered in the call-out fee. If we take longer than 30 minutes to travel to your job, the cost of this additional travel time may be charged to you.

Additional Travel Back to Office/Workshop

In some circumstances, if your property is located outside of normal travel routes, you may be charged for the time it takes for the tradespeople to travel back to the office/workshop. If it is more than 30 minutes, you may be charged for the extra time it takes the tradespeople to reach their destination. We as a firm, believe that it is good practice to pay the tradespeople when they are travelling for more than 30 minutes. The exception to this is normal travel to and from home in peak motorway traffic. This condition usually applies to work outside of the city.

After Hours Work

If, in the course of a job, you ask us to do work which falls outside of normal working hours, we will have to charge you additional fees. If it has been arranged as a call-out, call-out fees will be applied. If not, additional fees will be applied to cover the overtime rates.

Cancellations/Rescheduling Appointments

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

Payment

- For call-out jobs and emergency jobs, payment is due when the work is complete, unless we have made other arrangements. If you have been sent an invoice, payment is due as per the payment date on the invoice.
- Once your job is complete, you will be sent a final invoice by email.
- Please let us know before work commences if you would prefer an invoice to be mailed to you, as our default communication is email.

Deposits

- Some jobs will require a deposit before work commences.
- If a deposit invoice is sent and remains unpaid before the work commences, we reserve the right to halt work until payment is made. We also reserve the right to cancel the contract entirely if payment is late or delayed.

Progress Invoices

- Progress invoices are claims for work done on site before the entire job is completed. This covers labour and materials for work done to date. The cost of materials and the amount of time spent on your job will dictate whether you will be sent progress invoices.
- As part of our agreement, you accept to pay these progress invoices when they are due. You understand that you cannot withhold payment for any reason.
- If for any reason work has paused on your job, you can request an invoice to settle the account by calling Rob 027 354 3788.
- We reserve the right to stop work if progress payments have not been made.

Discounts

- Discounts applied to your account are administered at our discretion.
- Discounts may be revoked, and the full amount may be charged to you if an invoice remains unpaid for more than **20 days** or any other agreed date.

Disputed Invoices

- 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.

Unpaid Accounts

1. If payment remains outstanding for over **20 days** from the invoice due date a late fee of **\$50.00** may be added to your account at our discretion.
2. We reserve the right to charge **2.5%** compounding interest, on a monthly basis, for overdue accounts.
3. Debt Collection costs may be added to invoices that remain outstanding for over **20 days** from the due date.

Terms of Trade

1. Title to Goods and Uncollected Goods

1.1 SARGENT ELECTRICAL & AUTOMATION and the Customer agree that rights to the Goods shall not pass until:

- (a) the Customer has paid SARGENT ELECTRICAL & AUTOMATION all amounts owing to SARGENT ELECTRICAL & AUTOMATION; and
- (b) the Customer has met all of its other obligations to SARGENT ELECTRICAL & AUTOMATION.

1.2 It is further agreed that:

- (a) Until rights in the Goods passes to the Customer in accordance with clause 8.1 that the Customer is only a bailee of the Goods and must deliver the Goods to SARGENT ELECTRICAL & AUTOMATION on request;
- (b) The Customer irrevocably authorises SARGENT ELECTRICAL & AUTOMATION to enter any premises where SARGENT ELECTRICAL & AUTOMATION believes the Goods are kept and recover possession of the Goods;
- (c) SARGENT ELECTRICAL & AUTOMATION may recover possession of any Goods in transit whether or not delivery has occurred; and
- (d) SARGENT ELECTRICAL & AUTOMATION may commence proceedings to recover the Price of the Goods sold notwithstanding that right in the Goods has not passed to the Customer.

2. Security and Personal Properties Securities Act

2.1 The Customer:

- (a) agrees that the retention of title in clause 1.1 of these Terms creates a Purchase Money Security Interest (having the meaning given to that term in the PPSA) in all present and after acquired Goods (and their Proceeds) as security for payment of the purchase price for the Goods until such amount is paid in full; and
- (b) grants to SARGENT ELECTRICAL & AUTOMATION (unless otherwise agreed in writing by SARGENT ELECTRICAL & AUTOMATION) a security interest in all of the Customer's present and after acquired personal property (as defined in the PPSA) including a fixed charge over all the Customer's real property, wherever situated as security for the due payment of all other Secured Indebtedness, and to secure performance of all obligations owing by the Customer to SARGENT ELECTRICAL & AUTOMATION or any Related Company (such personal property and real property is together the "Secured Property").

2.2 The Customer undertakes:

- (a) to promptly do all things, execute all documents and/or provide any information which SARGENT ELECTRICAL & AUTOMATION or any Related Company may reasonably require to enable SARGENT ELECTRICAL & AUTOMATION or any Related Company to perfect and maintain the perfection of its security interests (including by registration of a financing statement); and

- 2.3 Each security interest created under these Terms is a continuing security, notwithstanding any intermediate payments or settlements of accounts or anything else and is in addition to, and is not to be merged with any other security or guarantee (present or future) expressed or intended to be security for any Secured Indebtedness or any other obligations owing by the Customer to SARGENT ELECTRICAL & AUTOMATION or any Related Company.
- 2.4 The Customer waives its rights under the PPSA to receive a copy of any verification statement, financing statement or financing change statement (as those terms are defined in the PPSA) and agrees that:
- (a) as between SARGENT ELECTRICAL & AUTOMATION and the Customer, the Customer will have no rights under (or by reference to) sections 114(1)(a), 116, 119, 120(2), 121, 125, 126, 127, 129, 131, 132, 133, 134 and 148 of the PPSA;
 - (b) to the extent permitted by law these Terms exclude any other provisions of the PPSA which may be excluded in SARGENT ELECTRICAL & AUTOMATION's discretion, and which would otherwise confer rights on the Customer; and
 - (c) where SARGENT ELECTRICAL & AUTOMATION's has rights in addition to Part 9 of the PPSA, those rights will continue to apply.
- 2.5 The Customer acknowledges that it has received value as at the date of first delivery of the Goods and that SARGENT ELECTRICAL & AUTOMATION has not agreed to postpone the time for attachment of the security interest granted to SARGENT ELECTRICAL & AUTOMATION under these Terms.
- 2.6 The Customer must not:
- (a) change its name, address or contact details without providing SARGENT ELECTRICAL & AUTOMATION 30 days prior written notice (which may be by email the address of an authorised SARGENT ELECTRICAL & AUTOMATION representative.
 - (b) give to SARGENT ELECTRICAL & AUTOMATION a written demand, or allow any other person to give SARGENT ELECTRICAL & AUTOMATION a written demand requiring a financing change statement to be registered; or
 - (c) lodge a change demand or allow any other person to lodge a change demand, in each case in relation to a financing statement registered by SARGENT ELECTRICAL & AUTOMATION under the PPSA.
- 2.7 The Customer will, upon demand, pay all SARGENT ELECTRICAL & AUTOMATION's expenses and legal costs (on a solicitor-client basis) in relation to or in connection with the registration, maintenance and enforcement of SARGENT ELECTRICAL & AUTOMATION's security interest.
- 2.8 If, at any time and for any reason, an Event of Default occurs, then (without prejudice to any other remedies SARGENT ELECTRICAL & AUTOMATION may have):
- (a) SARGENT ELECTRICAL & AUTOMATION may suspend or cancel (in whole or in part) any order created under these Terms or any other contract with the Customer by written notice to the Customer.
 - (b) SARGENT ELECTRICAL & AUTOMATION may delay delivery of any Goods until the matter is resolved to SARGENT ELECTRICAL & AUTOMATION's satisfaction.
 - (c) the Secured Indebtedness will become immediately due and payable.
 - (d) each security interest created under these Terms will become immediately enforceable.
 - (e) SARGENT ELECTRICAL & AUTOMATION may at any time appoint in writing one or more Receivers (jointly and/or severally) in respect of any Secured Property who shall be entitled to exercise all rights conferred on SARGENT ELECTRICAL & AUTOMATION under these Terms as well as at law generally and pursuant to the Receiverships Act 1993 and otherwise on such terms considered necessary or expedient by SARGENT ELECTRICAL & AUTOMATION;
 - (f) SARGENT ELECTRICAL & AUTOMATION or a Receiver may take possession of the Goods and any other Secured Property (including Goods that have become an accession under the PPSA) and may dispose of them or retain them for the benefit of SARGENT ELECTRICAL & AUTOMATION or any Related Company and for that purpose may, without notice enter directly (or through its agents) on any premises where SARGENT ELECTRICAL & AUTOMATION reasonably believes the Goods are stored, without being liable to any person. In respect of other Secured Property SARGENT ELECTRICAL & AUTOMATION may, in the name of the Customer or otherwise, at any time do anything and exercise any right which the Customer could do or exercise in relation to the Secured Property, including the right to take possession of, demand, collect and get in any Secured Property and deal with it in any way whatsoever including but not limited to disposing of Secured Property, cancelling any contracts, borrowing any money, taking any proceedings in the Customer's name and settling any disputes or proceedings; and
 - (g) SARGENT ELECTRICAL & AUTOMATION may suspend all payment credit arrangements offered to the Customer immediately, without notice, until the Event of Default is remedied to SARGENT ELECTRICAL & AUTOMATION's satisfaction and require future orders to be paid in cash in full prior to Delivery.
- 2.9 SARGENT ELECTRICAL & AUTOMATION does not (and will not be deemed to) undertake any of the Customer's obligations in respect of the Secured Property by virtue of these Terms.
- 2.10 SARGENT ELECTRICAL & AUTOMATION is not required to marshal, enforce or apply under any security interest, guarantee or other entitlement held by SARGENT ELECTRICAL & AUTOMATION at any time or any money or property that SARGENT ELECTRICAL & AUTOMATION at any time holds or is entitled to hold.
- 2.11 The remuneration of the Receiver may be fixed by SARGENT ELECTRICAL & AUTOMATION but is payable by the Customer and forms part of the Secured Indebtedness. To the fullest extent permitted by law, a Receiver will be the agent of the Customer and the Customer will be solely responsible for that Receiver's acts and defaults.
- 2.12 SARGENT ELECTRICAL & AUTOMATION may remove any Receiver appointed by providing that Receiver with written notice that the Receiver's appointment has thereby ceased, whereupon the Receiver shall immediately cease to act.
- 2.13 The Customer irrevocably appoints, and ratifies the actions or omissions of, SARGENT ELECTRICAL & AUTOMATION, each Receiver, each nominee of SARGENT ELECTRICAL & AUTOMATION in whose name any Secured Property is registered and each duly authorised officer or attorney of SARGENT ELECTRICAL & AUTOMATION severally, to be its attorney (Attorney) (with full power to appoint substitutes and to sub-delegate) on behalf of the Customer and in the Customer's name or otherwise and at its expense to complete, execute and otherwise perfect all assignments, security interests

and other agreements and documents, and generally to do all other things which the Attorney may consider necessary or expedient to secure SARGENT ELECTRICAL & AUTOMATION the full benefit of its rights and intended rights under these Terms and any other contract with SARGENT ELECTRICAL & AUTOMATION to secure payment of the Secured Indebtedness and performance of the Customer's obligations to SARGENT ELECTRICAL & AUTOMATION and any Related Company and any matters incidental thereto.

- 2.14 A certificate signed by SARGENT ELECTRICAL & AUTOMATION as to an amount due by the Customer shall be conclusive evidence of such for all purposes, including for any proceedings.

3. Privacy

- 3.1 SARGENT ELECTRICAL & AUTOMATION may at any time collect, hold and use information relating to this Terms of Trade for any purposes connected with its business including (but not limited to) debt recovery, credit reporting or assessment and to register any security interest, including collecting information from and disclosing information to related companies, external credit reporting agencies, debt collection agencies, trade referees and other third parties.
- 3.2 Information disclosed by SARGENT ELECTRICAL & AUTOMATION to credit reporting agencies will be disclosed on the basis that it will be held and used by such agencies to provide credit reporting services.
- 3.3 Under the Privacy Act 2020 individuals have the right to access and correct their personal information by contacting SARGENT ELECTRICAL & AUTOMATION.
- 3.4 The Customer, any director signing on behalf of the customer and any guarantor authorises SARGENT ELECTRICAL & AUTOMATION to collect, hold and use information from any person or entity for any of the above purposes and for such person or entity to disclose information to SARGENT ELECTRICAL & AUTOMATION and the customer further authorises SARGENT ELECTRICAL & AUTOMATION to disclose information to any personal entity for the above purposes and such person or entity to collect and hold and use information from SARGENT ELECTRICAL & AUTOMATION.
- 3.5 The Customer, directors and/or guarantors in accepting these terms of trade acknowledges that from time to time, information may be disclosed to a foreign person or entity which may not be required to protect the information in the way that provides comparable safeguards to the Privacy Act 2020. The customer, its directors and/or guarantors expressly acknowledge that possibility and nevertheless authorises SARGENT ELECTRICAL & AUTOMATION to disclose personal information to such foreign persons or entities.

4. General

- 4.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 4.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand, in which SARGENT ELECTRICAL & AUTOMATION has its principal place of business and are subject to the jurisdiction of the courts in New Zealand.
- 4.3 SARGENT ELECTRICAL & AUTOMATION may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.
- 4.4 The Customer cannot licence or assign without the prior written approval of SARGENT ELECTRICAL & AUTOMATION which shall be at the sole and unfettered discretion of SARGENT ELECTRICAL & AUTOMATION.
- 4.5 SARGENT ELECTRICAL & AUTOMATION may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of SARGENT ELECTRICAL & AUTOMATION's sub-contractors without the authority of SARGENT ELECTRICAL & AUTOMATION.
- 4.6 The Customer agrees that SARGENT ELECTRICAL & AUTOMATION may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer receives such changes, or otherwise at such time as the Customer makes a further request for SARGENT ELECTRICAL & AUTOMATION to provide Services to the Customer.
- 4.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 4.8 If any part, term or provision of these Terms shall be held invalid, void, illegal or unenforceable the validity, existence, legality or enforceability of the remainder of these Terms shall not be affected, prejudiced or impaired.
- 4.9 The parties assure each other that they have the power to make and carry out the terms of these Terms and that each has taken and will take all necessary action (corporate and otherwise) to authorise the execution, delivery and performance of their respective obligations under these Terms.
- 4.10 Nothing in these Terms shall constitute a partnership between the parties or constitute the parties as joint venturers or any party as agent for another party.