

QUOTATION

leith Deverell

Quote No.: 10146  
Date: 10/11/2022

Vaild for 30 days

DESCRIPTION	AMOUNT (exld GST)	INC AMOUNT
THIS QUOTE IS TO SUPPLY AND INSTALL STEEL AT 66 FITZHERBERT STREET PETONE.		
PRICE FOR THE MEZZANINE STEEL.	\$21,730.00	\$24,989.50

Sub-total: \$21,730.00  
GST: \$3,259.50  
Total Inc GST: \$24,989.50

TERMS AND CONDITIONS:

1. General  
1.1 Unless specifically agreed by us in writing, these Terms and Conditions of Sale ("Terms") apply to all materials and goods ("goods") and services ("services") provided by us to the person, firm or body corporate ("you") and form part of all quotations, agreements, orders or sales. They will prevail over any contrary terms and conditions, including any terms and conditions contained in your order forms or contracts.  
1.2 References to "we" and "us" and "our" in these Terms are references to All Steel Services 2005 Limited and/or its representatives.  
2. Quotations Acceptance of Quotations  
2.1 Our quotation is open for acceptance by you for the time stated in the quotation. If no such time is stated, then our quotation will be open for acceptance by you for a period of 30 days from the date of quotation. Additional expenses could occur if outside of these timelines.  
2.2 We reserve the right to withdraw the quotation prior to any acceptance by you either on account of lack of stock or for any other reason and will be done so in writing. There is no allowance for material deterioration that affects us, noise disturbance, stop works, traffic management or work outside of normal business hours. Timeline changes incur additional charges.  
2.3 All quotes exlude unless specified, material price increases, any non steel to steel connections, brick lintels, flitch beams,bollards, weld panels of any type, dry pack/grout, any coatings over and above wire brush and single pot zinc rich primer, cranes, proping, access equipment, non mild steel members, stairs, treads, handrails and non strucural members, sheer studs/starter basrs, set out of gridlines or datum heights, cast-in metalwork precast or loose clet items, service penetrations. Quotes assume clear and direct access to worksites and any damage or additional costs for obstacles will be charged accordingly. Any delays or additional site visits will incur additional charges.  
3. Delivery  
3.1 Unless otherwise specifically agreed by us in writing, delivery occurs when the goods are delivered to the transport medium for delivery to you or if no delivery medium is involved, at the time you collect the goods. Risk passes to you on delivery.  
3.2 If you refuse to accept delivery of the goods through no fault of ours, then delivery will be deemed to have been made, you will be responsible for payment for the goods and a redelivery fee.  
3.3 We do not accept liability or responsibility for a failure to perform the services (either wholly or in part) where the failure is caused by you. In such a case, you will be responsible for payment for the services in accordance with the originally scheduled dates for completion of the services.  
4. Testing  
4.1The quoted price(s) for the goods or the services does not include the costs of testing, unless specifically agreed to by us in writing. If you direct that any goods or services are to be tested, we will comply with testing arrangements, but all costs involved will be charged to you.  
5. Drawings, weights and tolerances  
5.1 All illustrations, drawings and specifications accompanying our quotation are based off the information given to us and if the need for clarification or site visits are needed these will be at an additional cost  
5.2 Certified dimension drawings will be supplied by arrangement at additional cost.  
5.3 We will use all reasonable efforts to ensure all weights, measurements, process capacities and other particulars of the goods or services are correct. Small deviations from these cannot invalidate the agreement formed by these Terms nor be the subject of any claim by you.  
5.4 Errors and omissions are subject to correction at the expense of the party at fault.  
5.5 You warrant that all drawings, specifications and other information provided to us by or on your behalf are correct and accurate.  
6. Payment  
6.1 Payment in full is due by the 20th of the month following delivery of the goods or completion of the performance of the services.  
6.2 If you fail to make payment by the due date or exceed the credit limit set by us, we may cancel any unfulfilled orders you have placed with us and/or may withhold delivery of further orders and close your credit account, at our discretion, and charge an additional fee as a result  
7. Warranty and Liability  
7.1 Provided you comply promptly with the terms of payments, we warrant that the goods manufactured by us are free from original defects and the services provided by us are free from faulty workmanship, under proper and normal conditions of use, for a period of one month from the date of delivery.

7.2 If it appears to you that the goods are defective or the workmanship is faulty under proper and normal conditions of use within one month from the date of delivery, you must:  
a. Make a written complaint to us.  
b. We must be satisfied the goods are defective or the workmanship is faulty.  
c. We must be given the opportunity to rectify the defect or fault.  
7.3 In the case of services involving faulty workmanship, we agree to provide repairs, only where you have not attempted or authorised any repair work without our written permission.  
7.4 In the case of materials, parts or components not manufactured by us, our liability is limited to making the benefit of any manufacturer warranties available to you (so far as those warranties can be transferred).  
No Liability  
7.5 To the maximum extent permitted by law, except as set out above in clause 7.1, all conditions or warranties in respect of the quality, merchantability fitness for purpose, condition, description, manufacture, design or performance (or otherwise) of the goods or services supplied by us to you, whether implied by statute, common law, law merchant, trade usage, or otherwise, are expressly excluded from the contract created by these Terms.  
7.6 In particular, we, our employees, contractors and agents, will not otherwise be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This exclusion of liability includes (but is not limited to):  
a. Consequential or special loss of any kind.  
b. Loss of profits, revenue or goodwill;  
c. Loss or damage to anything caused by the goods or services, any defect or fault in them or any use made of them, and you agree to indemnify us against any such claim.  
d. Injury, damage or loss arising from or related to the goods or services provided to you or caused by any of our agents, employees or subcontractors, whether in negligence, contract or otherwise (including a failure to do something which should have been done or to prevent something from happening), and you agree to indemnify us against any such claim.  
Directors Warranty and Guarantee  
7.7 You (or if you are a company, your directors) personally warrant that you are solvent at the time of purchase of all goods and this is a continuing representation.  
7.8 If you are a company, the person accepting any quotation on behalf of a corporate customer, unconditionally guarantees the due and punctual payment by the customer of all monies as and when the same shall become due and payable by the customer and such guarantee shall be a continuing guarantee and shall not be discharged or effected by us giving any time, indulgence, extension or credit, waiver or consent, at any time to the customer or by any variation, modification, amendment to any agreement in respect of the supply of goods or services or the illegality or invalidity or unenforceability of any agreement relating to the supply of goods or services.  
7.9 Where the work is to be undertaken on, or to be incorporated into or otherwise benefit the property identified in the quote, the owner of that property unconditionally guarantees the due and punctual payment by the customer of all monies as and when the same shall become due and payable by the customer and such guarantee shall be a continuing guarantee and shall not be discharged or effected by us giving any time, indulgence, extension or credit, waiver or consent, at any time to the customer or by any variation, modification, amendment to any agreement in respect of the supply of goods or services or the illegality or invalidity or unenforceability of any agreement relating to the supply of goods or services.  
8. General  
8.1 If we fail to enforce any Terms or to exercise our rights under these Terms, at any time, we have not waived those rights.  
8.2If any provision of these Terms is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these Terms.  
8.3 The laws of New Zealand will apply to these Terms. In relation to any legal action or proceedings arising out of or in connection with these Terms ("Proceedings"), each party irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand and waives any objections to the Proceedings in any such Court on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.