

Terms of Trade –Pure Services Group (NZ) Limited

1. Definitions

- 1.1 Goods means any goods and products supplied, or to be supplied by, the Service Provider to the Customer.
- 1.2 Services shall mean all services, Goods, advice, provided by, or to be provided by the Service Provider to the Customer.
- 1.3 "Price" shall mean the cost of the Services as agreed between the Service Provider and the Customer subject to clause 4 of these Terms.
- 1.4 "Customer" means the person who has requested the Service Provider to perform the relevant Services. In respect to any Services that an insurance provider requests the Service Provider to undertake on behalf of its client, the Customer shall include the insurance provider and its client.
- 1.5 "Service Provider" means the company that performs the relevant Service that has been requested by the Customer. For the purposes of these Terms, the Customer shall only contract with one of Pure Services Group (NZ) Limited and any licensee/franchisee of the same in respect to a Service.
- 1.6 "Terms" means these terms of trade and all other written communications forming the agreed terms and conditions between the Service Provider and the Customer.

2. Collection and use of information

- 2.1 The Customer authorises the Service Provider to collect, retain and use any information about the Customer from any source that the Service Provider considers appropriate for the purposes of assessing the Customer's credit worthiness, enforcing any rights under these Terms, providing the Services to the Customer, maintaining the Customer's account, debt collection and any other related purpose. The Customer further authorises the Service Provider to disclose information held by it for the purposes set out above to any other parties, including any other Service Provider, external credit reference, reporting and debt collection agencies, the Service Provider's subsidiaries, related companies and shareholders.
- 2.2 The Customer can access any personal information by make a request to the Service Provider in writing at supportoffice@pureservices.nz. If any personal information that the Service Provider holds is inaccurate, incomplete or not up to date, the Customer may make a request to correct that information.
- 2.3 The Customer agrees that the Service Provider may use recording devices (including smartphone cameras) to photograph items and parts of the property for the purposes of assisting the Service Provider with the provision of the Services.

3. Payment

- 3.1 Any deposit required by the Service Provider is due by the date specified by the Service Provider, or if no date is provided, before the Service Provider provides any Services. Any deposit paid is non-refundable.
- 3.2 All amounts due must be paid in full by [#] ("the due date").
- 3.3 Default interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month. Provision of further Services to the Customer may also be withheld or cancelled.
- 3.4 Any expenses, disbursements and legal costs incurred by the Service Provider in the enforcement of any rights contained in these terms due to a default by the Customer shall be paid by the Customer, including any solicitor's fees or debt collection agency fees.
- 3.5 If:
 - 3.5.1 the Customer is in breach of any provision of the Terms;
 - 3.5.2 the Customer becomes insolvent, bankrupt, convenes a meeting with its creditors or proposes to enter into an arrangement with its creditors, or makes an assignment for the benefit of its creditors; or
 - 3.5.3 a receiver, manager, liquidator (provisional or otherwise) (or similar person) is appointed in respect of any of the Customer's assets,
 all payments for the Services shall become immediately due and payable to the Service Provider and the Service Provider may, without prejudice to any other remedies available to the Service Provider, terminate the Terms and cancel any Services to the Customer.
- 3.6 If the Customer has a credit account with the Service Provider, the Service Provider may, from time to time, vary the Customer's credit limit. If any order for Services would be in excess of the Customer's credit limit, the Service Provider reserves the right to require, prior to performance of the Services, payment in cash of the amount that exceeds the Customer's credit limit.

The Service Provider may set off against money owed by the Service Provider to the Customer any money which you owe to the Service Provider or any of the Service Provider's subsidiaries, related companies or shareholders (including any other Service Provider) so that the Service Provider's obligation to the Customer shall be to pay the net balance only.

- 3.7 The Customer's obligation under the Terms shall be to pay the full amount owing under the Terms free of all deductions or rights of set off.
- 3.8 The Customer may not cancel any order for the Services or part of it without the Service Provider's written consent. If the Customer does cancel an order for Services, in addition to any other rights the Service Provider may have, the Service Provider may retain any deposit paid and recover any losses incurred by the Service Provider (including loss of profits).

4. Estimate and Price

- 4.1 Where an estimate is given by the Service Provider for Services:
 - 4.1.1 unless otherwise agreed the estimate shall be valid for [30] days from the date of issue.
 - 4.1.2 the estimate price shall be plus Goods and Services Tax unless specifically stated to the contrary; and
 - 4.1.3 the Service Provider reserves the right to alter the estimate price because of circumstances beyond its control.
- 4.2 Where Services are required in addition to the Services which are the subject of the estimate, the Customer agrees to pay for the additional cost of such additional Services.
- 4.3 Where no estimate is stated in writing or agreed to orally the Services shall be deemed to be sold at the Service Provider's standard charges applying at the time.
- 4.4 The price may be increased by the amount of any reasonable increase in the cost of supply of the Services that is beyond the control of the Service Provider between the date of the sale and provision of the Services.
- 4.5 Any dates, times or deadlines given for performance of the Services are estimates for when the performance of the Services will be given and while the Service Provider will use its best endeavours to meet the relevant time frames, the Service Provider will not be liable for any delays in relation to the provision of the Services.

5. Risk

- 5.1 Any Goods supplied to the Customer in the provision of the Services remain at the Service Provider's risk until delivery to the Customer.
- 5.2 Delivery of Goods shall be deemed complete when the Service Provider gives possession of the Goods directly to the Customer (including through using the Goods in its intended manner), or possession of the Goods is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

6. Access and Compliance with Acts and Regulations

- 6.1 Where the Customer grants access to the Service Provider over its property or any other person's property for the purposes of the Service Provider providing the Services, the Customer shall:
 - 6.1.1 ensure convenient access, including, if required, access to water with sufficient pressure and electricity. If access is not convenient, the Service Provider may make a further charge to the Customer that the Service Provider considers to be reasonable in the circumstances to cover the additional costs that arise due to such inconvenience;
 - 6.1.2 ensure compliance with all relevant legislation and regulations;
 - 6.1.3 advise the Service Provider of any potential or known hazards, including if the Service Provider may come into contact with any hazardous substance (including asbestos) when performing the Services;
 - 6.1.4 follow and comply with any directions made by the Service Provider, including those that are made to ensure compliance with the Service Provider's health and safety obligations.
- 6.2 If the Service Provider has any concerns regarding the safety of any person, in relation to the performance of the Services, the Service Provider shall be entitled to suspend the provision of the Services until such time as the Service Provider's safety concerns have been resolved. The Customer shall be responsible for payment of the Services undertaken to that point and the Service Provider shall not be liable to the Customer for any loss that may arise from the Services being suspended.
- 6.3 The Service Provider is not responsible for any damage caused to any property as a result of the provision of the Services, except for any damage caused by the Service Provider's negligence.
- 6.4 During the course of providing the Services, the Service Provider may leave Goods and equipment on site unattended from time to time and overnight. The Customer agrees to hold such Goods and equipment as bailee for the Service Provider and take all reasonable steps to ensure the care and security of those Goods and Equipment and follow any reasonable instructions from the Service Provider. If the Customer does not take such precautions, it agrees to be liable for the costs of replacing any Goods and Equipment that are lost, stolen or damaged.

7. Liability and Warranty

- 7.1 The Service Provider's entire liability and the Customer's exclusive remedy shall be:
 - 7.1.1 in relation to the provision of any Services, the Service Provider undertaking the relevant service again;
 - 7.1.2 in relation to the provision of any Goods, repair or replacement of the Goods or part of the Goods if possible.
- 7.2 Without limiting any other clause in the Terms, to the extent permitted by law, the Service Provider's maximum liability to the Customer is the purchase price for the Service to which the liability relates.
- 7.3 Subject to clause 7.1, and to the extent permitted by law, the Service Provider shall not be responsible or liable, in contract, tort (including negligence), equity or otherwise for any indirect, incidental, consequential, special or punitive damage or loss, loss of profit, income or savings, or any costs or expenses incurred or suffered by the Customer or any other person, arising out of, or in connection with the performance or non-performance of the Services.
- 7.4 Without limiting any other provision of the Terms, to the extent permitted by law, the Service Provider will not be liable for any direct or consequential loss (including loss of profits), cost, expense, penalty, damages in connection with the disturbance, movement or reaction to, asbestos or any hazardous substance (as that term is defined in the Hazardous Substances and New Organisms Act 1996) caused by the Service Provider when undertaking any of the Services.

7.5 To the extent permitted by law, the Service Provider makes no representations or warranties (express or implied) in relation to the provision of its Services.

7.6 Any manufacturer warranties in relation to any of the products or Goods provided by the Supplier to the Customer that are intended for the benefit of the Customer will be passed onto the Customer in strict accordance with, and subject to, the terms and conditions of the relevant manufacturer's warranty.

8. Removal and Repair of Items and Damage

8.1 The Customer agrees and acknowledges that in some instances, the Service Provider may be required to re-position or remove items or material from the property for certain purposes, including testing, repairing or cleaning.

8.2 If any items are removed from the property, the Customer agrees that the Service Provider is not liable for any loss or damage caused howsoever and the Customer indemnifies the Service Provider in respect thereof.

9. Consumer Guarantees Act 1993 and Fair Trading Act 1986

9.1 Where the Customer is in trade and the Services are provided to the Customer for business, the Customer agrees that the provisions of the Consumer Guarantees Act 1993 ("CGA") will not apply to the Terms.

9.2 If the Customer is not in trade and a "consumer" (as that term is defined in the CGA), nothing in the Terms is intended to have the effect of contracting out of the CGA or the Fair Trading Act 1986 except to the extent permitted by law.

10. Methamphetamine Services

10.1 This clause 10 applies in respect to any Services that include the provision of methamphetamine testing, cleaning and rectification.

10.2 The Service Provider makes no warranty that it will categorically detect contamination that may be associated with methamphetamine being manufactured or used in the property in which the Services are provided. The areas examined and tested are representative of the status of the property on the day and time of sampling. The Customer agrees and acknowledges that there may be other contaminants or varying degrees of methamphetamine contamination in other areas that were not tested.

10.3 The Customer acknowledges that the presence of methamphetamine can be masked through extensive cleaning of services or painting and decorating. The Customer is advised to check if any extensive cleaning, painting and renovating of the property has been recently completed.

11. Exterior Cleaning

11.1 This clause 11 applies in respect to any Services that include exterior cleaning.

11.2 The Service Provider will undertake the exterior cleaning Services only on the assumption that:

11.2.1 All joinery, flashings, mortar, grout, connections and junctions, exterior cladding, wall to floor surfaces are sealed against possible ingress;

11.2.2 If rainwater is collected from the roof, the Customer has disconnected downpipes or diverted rain flow before the Services are performed. If a roof treatment is being applied the water collection system must be disconnected for at least 5 significant rain falls;

11.2.3 All external electrical components such as, but not limited to, wiring, light sensors, alarms, garage door openers, terminal sockets, meter boxes, security cameras, are sealed against possible water ingress. The Service Provider will not be responsible for replacing any electrical devices that are damaged from the cleaning process if they were not adequately sealed.

12. Pest Control

12.1 This clause 12 applies in respect to any Services that include pest control services.

12.2 The Customer acknowledges that some pest activity may still occur for some period following treatment and that the timeframe for control of pests varies from pest to pest.

12.3 It is the Customer's responsibility to make sure all walls and ceilings are clean prior to any interior pest control treatments commencing. The Service Provider will not be held responsible if staining occurs because the walls and ceilings were not clean prior to interior pest control treating.

12.4 Windows are not intentionally sprayed. However, if an area sprayed has windows below or there are wind gusts there may be some overspray. The Service Provider will not be responsible for the cleaning of windows that have been unintentionally sprayed.

12.5 The Customer acknowledges there is a 3 hour re-entry time back into the property

13. Force Majeure

13.1 Without limiting any other provision of the Terms, the Service Provider shall not be liable for any claims resulting from the Service Provider's delay or failure in the performance the Services or any other obligation as a result of a Force Majeure Event.

13.2 "Force Majeure Event" means any event outside the Service Provider's reasonable control, including, but not limited to, acts of God, declared or undeclared war, fire, flood, storm, landslide, earthquake, hurricane, riot, power failure, industrial action, defaults of manufacturers and suppliers, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labour disputes, theft, any criminal act, or the non-performance or under performance of any third party.

13.3 Nothing in this clause 13 shall excuse the Customer of payment of any amount that is due, or which becomes payable under the Terms and the occurrence of a Force Majeure Event shall not give the Customer a right to cancel the Services that have been previously requested.

14. Partial Invalidity

14.1 If any provision of these Terms contravene any applicable law and is as a consequence illegal, invalid or unenforceable then:

14.1.1 Where the relevant provision can be read down so as to give it a valid and enforceable operation of a partial nature, it must be read down to the minimum extent necessary to achieve that result; and

14.1.2 In any other case the offending provision must be severed from these terms and conditions, in which event the remaining provisions of these terms and conditions will not be affected, prejudiced or impaired and operate as if the severed provision had not been included.

15. Miscellaneous

15.1 Failure by the Service Provider to enforce any of the terms and conditions contained herein shall not be deemed to be a waiver of any of the rights or obligations the Service Provider has under these terms.

15.2 The Terms are governed by New Zealand law.

15.3 The Service Provider reserves the right to amend any or all of the provisions in the Terms at any time by giving the Customer notice of any such change.

16. Asbestos

16.1 This clause 16 applies in respect to any Services from any of the Service Providers.

16.2 The Service Provider is not in the business of detecting asbestos and any Service is provided on the basis that any property is asbestos free as required under the Health and Safety at Work Act 2015.

16.3 In the event asbestos is detected the Service Provider may immediately stop all work and all amounts due will be immediately payable. The Service Provider will only return to complete the service once a certificate as to the full removal of asbestos has been completed.

16.4 Any consequential damage as a result of asbestos being present on the Customers property shall be the Customers full liability.

16.5 The Customer is responsible for notifying the Service Provides of any asbestos on the property.

17. CUSTOMER WAIVERS – TO APPLY TO THOSE SERVICES ELECTED BY THE CUSTOMER

WINDOW CLEANING

We use a filtered water process to clean both interior and exterior windows. We include the frames and sills as part of our cleaning process. We use cloth sleeves and rubber blades to ensure a streak and spot free finish as well as an extension pole system for high windows. During the manufacturing process of some glass types of particles can become fused to the surface and this may cause small scratches as the particles can become dislodged during cleaning. We do not apply any metal edges of blades as this has the potential to cause permanent damage. During new builds and renovation work concrete and building materials are often splashed onto the glass. We aim to soften the debris with the application of a warm detergent solution. Our technicians will assess the glass prior to starting and will advise you should they find any noticeable scratches caused by the installation or renovation/building process. Micro scratches may not be visible at the time of the initial assessment and may only become evident as the cleaning process progresses. In this instance our technicians will cease work and advise you accordingly.

I have read the above and accept Pure Services Group (NZ) Ltd will not be held responsible in the event any of the following conditions become evident or occur in the cleaning of my windows.

- Micro scratches caused by dislodging of glass particles
- Scratches caused by building works or the installation
- Scratches caused by the removal of identification tape.

DRAPES/BLINDS OR CURTAIN CLEANING

Exposure to sunlight, heat, humidity, and air pollution can weaken or rot the fibres of draperies or curtains. Consequently, despite the care exercised in our cleaning process, holes or tears in the fabric may occur at these weakened points.

Faded areas may not be apparent because of soil coverage.

Progressive shrinkage may occur because of the inherent nature of the fabric or because it was not completely pre-shrunk. In fact, most fabrics can shrink up to 4%, usually on the first clean.

E.g., On a ranch slider door, a curtain 2200mm long could shrink up to 88mm. Curtain makers often provide a generous hem to allow for this possibility.

Such shrinkage is beyond our control and is a combined result of the material not being pre-shrunk as well as the cleaning itself.

Mould or mildew staining can be hard to remove and may be only slightly less visible after cleaning.

We feel it is important for customers to be advised of these points prior to the cleaning of their valuable window coverings and we will use our experience to obtain the best results technically possible.

Thermal drapes (With rubberised backing)

These drapes are particularly sensitive to sunlight which causes the rubber to perish and may lift or peel even under normal cleaning conditions.

There is no way to determine whether thermo-drapes will clean without the rubberised backing peeling off or sticking to itself causing it to peel when the two surfaces are separated.

I have read the above and accept you will not be held responsible in the event any of the following conditions become evident or occur in cleaning my drapes blinds and/or curtains.

- Sun fade
- Colour loss due to non-fast dyes
- Holes or tears due to fabric degradation
- Shrinkage
- Non removal of mould or mildew
- String breakages
- Paint peeling or flaking on venetian blinds
- Mechanical failures
- Damage of cords on roman blinds, venetian blinds or honeycomb blinds
- Tearing of honeycomb blinds
- Velvet curtains can become rigid and brittle

Drapes will therefore only be accepted for cleaning at **customer's own risk**.

SOFT WASH

I acknowledge that even though Pure Services Group (NZ) Ltd will do their very best to make sure there is no damage to the building there is still the chance that paint may flake off or water could get into electrical fitting/devices. Pure Services Group (NZ) Ltd will tape and areas they can access to help prevent moisture from entering electrical fittings/devices.

The Pure Services Group (NZ) Ltd Technician has explained that they will take the upmost care when cleaning my building but there is still a risk that the building, electrical fittings/devices may get damaged as a result of the cleaning process.

With full knowledge of the above, I have requested the Pure Services Group (NZ) Ltd technician to clean the building in a "best endeavours" attempt. As there are many variables beyond the control of the Pure Services Group (NZ) Ltd technician, I understand Pure Services Group (NZ) Ltd disclaim any liability to damage caused to the building as a result of the cleaning or taping process. I acknowledge that Pure Services Group (NZ) Ltd have given no guarantees in relation to the final condition of the building from the process.

SPOUTING

I acknowledge that the spouting is not in brand new condition. It has also been explained to me by the technician that as spouting's become brittle with age, and with being in direct sunlight the spouting can be damaged during the cleaning process.

The Pure Services Group (NZ) Ltd Technician has explained that they will take the upmost care when cleaning my spouting but there is still a risk that the spouting's may get damaged as a result of the cleaning process.

With full knowledge of the above, I have requested the Pure Services Group (NZ) Ltd technician to clean the spouting's in a "best endeavours" attempt. As there are many variables beyond the control of the Pure Services Group (NZ) Ltd technician, I understand Pure Services Group (NZ) Ltd disclaim any liability to damage caused to the spouting as a result of the cleaning process. I acknowledge that Pure Services Group (NZ) Ltd, have given no guarantees in relation to the final condition of the spouting's from the process.

- a. The Terms are governed by New Zealand law.
- b. The Service Provider reserves the right to amend any or all of the provisions in the Terms at any time by giving the Customer notice of any such change.

The Customer acknowledges that the above terms and waivers have been disclosed to them. They have read and understood the waivers prior to the Services being supplied by the Service Provider. The Customer should not engage the Service Provider for any Services if they do not agree with or do not understand these terms.