



APEX ROOFING (2021) LTD

Conditions of Quotations & Job Orders

Definitions of Interpretations

“Contractor” means Apex Roofing (2021) Ltd

“Principal” is the person or company named on the Quotation or Job Order and includes their executors, administrators, and any assigns

“Work/s” means the work to be executed in accordance with the Quotation and/or Job Order

General Conditions

1. The acceptance of a Quotation means acceptance of these Terms & Conditions in their entirety, and the Quotation then becomes a Job Order. The direct placement of a Job Order (not requiring a Quotation) means the acceptance of these Terms & Conditions in their entirety.
2. Notwithstanding any / all Quotation conditions, Quotations are valid for a maximum period of 30 days.
3. At no time does the Contractor take responsibility for any delay in proposed Work/s commencement and completion due to adverse weather conditions or unavailability of materials.
4. If the Principal changes the timing of agreed Work/s commencement, any extra costs that action might incur will be charged to the Principal.
5. The Principal is responsible for providing complete and free access into the jobsite, and that it is a safe worksite in accordance with New Zealand Health & Safety regulations.
6. The Contractor shall not at any time be liable for any instructions given by the Principal to the Contractor that may contravene the requirements of New Zealand construction regulations.
7. In the event of any of the Work/s covered by a Quotation or Job Order being damaged or destroyed by any cause not the fault of the Contractor, then any additional cost and expense incurred as a result of such damage shall be chargeable to the Principal.
8. At all times during the course of the Work/s, regarding new roofing or re-roofing, the Principal is responsible for any and all property insurances relevant to the job materials and worksite.
9. All work done, relevant materials and equipment on site, which form an integral part of the Work contract, shall remain the property of, and exclusive possession of the Contractor until payment in full has been made.
10. Where work commenced cannot be completed by the end of that calendar month, and at the Contractor’s discretion, progress payment claims’ invoice/s may be issued covering materials purchased and work done to date. At all times payment for progress payment invoices, as per applicable payment terms, are governed under the NZ Construction Contracts Act 2002 legislation and any subsequent amendments, and may override these terms and conditions, as per the laws of New Zealand.
11. Acceptance of a Quotation and / or placement of a Job Order also means acceptance of the Contractor’s Terms and Conditions of payment;
 - Accepted Quotations / Job Orders and any authorised extra products and / or services ordered by the Principal of a commercial or business nature require payment no later than the 14 days following date of invoice. Where the Principal is a duly incorporated company, the directors personally guarantee due and prompt performance by the company of all of its obligations and in particular the payment of all accounts rendered to it.
 - Accepted Quotations / Job Orders and any authorised extra products and / or services ordered by the Principal of a private or domestic nature (ie not a registered business or association) require payment no later than seven days following date of invoice.
12. The Principal named on the Job Order is the person, company, or any business or personal entity who placed the Job Order and is therefore liable for the payment of the Work/s carried out.
13. At all times payment/s for work done, as per applicable payment terms, are governed under the NZ Construction Contracts Act 2002 legislation and any subsequent amendments, and may override these terms and conditions, as per the laws of New Zealand.
14. If you anticipate difficulty in the payment of any account you must contact us immediately upon receipt of the account and discuss arrangements for payment. Upon default of any payments due, (where no alternative arrangement with the Contractor has been made) the Principal must pay any and all costs of collecting overdue amounts payable to the Contractor, and to pay compounding interest calculated at 4% per month of any amount unpaid up until the date it is paid in full. Interest on overdue accounts may be applied from the day after that amount is due.
15. The Principal may cancel a Job Order agreement in writing and with payment of an administration fee of \$500 (plus GST) at any time prior to the Contractor ordering supply of the product /s and commencing production of the service /s.