

Prolect Electrical Ltd – Terms of Trade

1. Definitions

- “**Company**” means Prolect Electrical Ltd, its employees, agents, and successors.
 - “**Client**” means the person, firm, or company receiving goods or services from the Company.
 - “**Goods**” means all materials, products, and equipment supplied by the Company.
 - “**Services**” means all electrical work, advice, design, installation, maintenance, or related services provided by the Company.
 - “**Price**” means the amount payable for Goods and/or Services as agreed between the Company and the Client.
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2. Acceptance

- Placing an order or accepting Goods/Services constitutes acceptance of these Terms of Trade.
 - These Terms override any terms supplied by the Client unless agreed in writing by the Company.
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3. Pricing and Payment

- All prices are as per the Company's invoice or quotation.
 - The Company may require a deposit before commencing work.
 - Payment is due **7 days from invoice date**, unless otherwise agreed in writing.
 - Interest at **2.5% per month** may be applied to overdue accounts, plus any debt recovery costs.
 - Prices exclude GST, which will be added where applicable.
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4. Variations

- Any changes to the scope of work, materials, or installation will be invoiced as variations.
 - Variations must be approved in writing or verbally onsite by the Client.
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5. Delivery and Access

- Risk passes to the Client when Goods are delivered or installed.
 - The Client must provide safe access to the site for the Company to perform its work.
 - Delays caused by lack of access may incur additional fees.
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6. Title and Ownership

- Ownership of Goods remains with the Company until full payment is received.
 - The Client holds Goods on trust for the Company until payment is made.
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7. Personal Property Securities Act 1999 (PPSA)

- These Terms create a security agreement for Goods supplied.
 - The Company may register a security interest on the Personal Property Securities Register (PPSR).
 - The Client agrees to provide all required information and assistance for registration or enforcement of this security interest.
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8. Warranty

- The Company warrants workmanship for **12 months** from completion, subject to correct use and maintenance.
 - Manufacturer warranties apply to supplied products.
 - Warranty does not cover misuse, neglect, fair wear and tear, or unauthorised modifications.
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9. Consumer Guarantees Act (CGA)

- Where Goods/Services are supplied for business purposes, the CGA does **not** apply.
 - For residential clients, statutory rights under the CGA remain.
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10. Default and Consequences

- Overdue payments may incur interest, collection fees, and legal costs.
 - The Company may suspend work or terminate services if payment is not made.
 - The Company may repossess Goods if payment is not received.
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11. Intellectual Property

- Copyright in designs, drawings, and documents prepared by the Company remains with the Company.
 - The Client may only use such material for the purpose it was supplied.
 - The Client indemnifies the Company against claims arising from infringement due to supplied instructions or designs.
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12. Liability

- The Company is not liable for indirect, consequential, or loss of profit damages.
 - Liability for any claim is limited to the total Price invoiced for the relevant Goods/Services.
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13. Cancellation

- The Company may cancel orders at any time before delivery, refunding amounts paid.
 - Clients cancelling bespoke or non-stock items may be liable for costs incurred.
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14. Privacy

- The Company may collect, store, and use Client information for credit checks, invoicing, and marketing.
 - Information may be shared with credit agencies or other service providers as required.
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15. Force Majeure

- Neither party is liable for delays or failures caused by events beyond reasonable control (e.g., natural disasters, strikes, power outages).
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16. Governing Law

- These Terms are governed by the laws of New Zealand.
 - Disputes will be resolved in the courts of New Zealand.
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