

## Terms and Conditions of Trade for Johnson Fencing. V2.4

Johnson Fencing Terms and Conditions of Trade for Johnson Fencing.

1. General: These terms and conditions apply to any products and/or services provided by Johnson Fencing ("the Company") to the client.
2. Quotes/Estimates: Any quotes or estimates provided by the Company are valid for 30 days and may be subject to change due to unforeseen variations in material costs or other external factors.
3. Payments: - A part payment of 33% of the total quoted amount is required before commencement of work unless otherwise agreed upon. - The remaining balance is due upon completion of the project. - Any delays in payment may incur late payment fees and debit recovery cost added to the outstanding amount.
4. Permits: It is the responsibility of the client to obtain necessary permits unless otherwise agreed upon. The Company can assist in obtaining these but any associated costs will be billed to the client.
5. Project Delays: The Company will not be held responsible for delays caused by weather, supply shortages, or other events beyond our control.
6. Warranty: The Company offers a one-year warranty on labour and materials (where stated), excluding any damages caused by external forces or misuse.
7. Cancellation: If the client cancels after work has commenced, the client will be responsible for any costs incurred to that point, including restocking fees for materials.
8. Damage: Johnson Fencing is not responsible for any underground damages (e.g., utilities, water pipes) unless they have been clearly marked by the client or a third-party professional.
9. Ownership of Materials: All materials remain the property of the Company until full payment has been received.
10. Liability: The Company's liability for any damage, loss, or injury arising directly from its negligence shall be limited to the cost of rectifying the work. The warranty for works undertaken by the company is limited to the company fixing the works done on-site to the NZ Fencing Association's standard.
11. Dispute Resolution: Any disputes arising under these terms and conditions shall first be attempted to be resolved through negotiation. If unsuccessful, mediation may be sought before resorting to litigation.
12. Governing Law: These terms and conditions shall be governed by and construed in accordance with the laws New Zealand
13. Amendments: These terms may be changed by the Company at any time without notice.
14. Acceptance: By engaging the services of Johnson Fencing, the client agrees to these terms and conditions.
15. Payment is due within 7 days of the job being completed. Failure to pay in full by the due date, voids all warranty's given or impliedness otherwise agreed upon before starting the job.
16. Should equipment become stuck onsite due to wet, unstable, or other subsidence of ground and have to be recovered, this will be charged directly to the persons or people or entity stated on this form, where the equipment is stuck for less than one day, there will be no charge down downtime, however, we reserve the right to recover lost income due to being unable to use the equipment.
17. With in the quote, we assume no rock on site, if we hit rock during the job, we will contact you and ask how you want to proceed. Any and all rock related work will be charged on top of the quote, unless it is stated in the quote that the site has rock in or on it.
18. For residential fencing (only), we require a power plug with in 40m of the job, that does not cross a driveway or road way that we can use, if we can't, we will need to use a generator, this will be an additional charge.
19. We need a clear way of one meter each side of the fence for residential and two meters for rural, unless other wise outlined in the quote. If we turn up to site and there clear way has not been done, a relocation fee will apply. If we ended up clearing the clear way a hourly charge will apply for the people and equipment used. The same goes for removing old fence unless its outlined in the quote.

Johnson 1982 Ltd trades as "Johnson Fencing" & "Johnson Rural Services"