

# Terms and Conditions of Trade

Effective as at 1 August 2024

worx group ltd

solarworx

electroworx

## 1 GENERAL

1.1 These terms apply to all trade between Worx Group Limited ("WGL") and the customer. These terms shall be incorporated into every contract between WGL and the customer for the supply of goods and/or services.

1.2 If any provision of these terms is invalid or unenforceable for whatever reason, the remaining provisions shall remain in full force and effect.

1.3 If the customer is a company or trust, each director or trustee (as the case may be) of the customer who signs these terms warrants that he/she is authorised to enter into the contract on behalf of the customer.

1.4 In the event of inconsistency between these terms or any quotation or other agreement entered between WGL and the customer, then these terms shall take precedence at all times.

1.5 The customer must not assign or transfer any of their rights or obligations under this agreement to any other person

1.6 If, at any time, WGL does not enforce any of these terms or grants the customer time or other indulgence, WGL will not be construed as having waived the terms or its rights to later enforce that or any other term.

1.7 These terms are subject to and governed by the laws of New Zealand.

1.8 If the customer orders or accepts goods and/or services, the customer will be deemed to have accepted these terms.

## 2 DEFINITIONS

2.1 "WGL" shall mean Worx Group Limited or any agents, divisions, subsidiaries or employees thereof.

2.2 "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods and/or services from WGL.

2.3 "Goods" shall mean all goods, chattels or services, provided by WGL to the customer, and shall include without limitation the supply, installation and maintenance of electrical equipment, fixtures and fittings, all charges for labour and work, hire charges, insurance charges, or any fee charged or associated with the supply of goods by WGL to the customer.

2.4 "Services" shall mean any services supplied by WGL to the customer at any time.

2.5 "Price" shall mean the cost of the goods and/or services as agreed between WGL and the customer and includes all disbursements e.g. charges WGL pays to others on the customer's behalf subject to clause 5 of these terms of trade.

## 3 ACCEPTANCE

3.1 Any instructions received by WGL from the customer for the supply of goods and/or services shall constitute a binding contract and acceptance by the customer of these terms and conditions of trade contained herein.

## 4 COLLECTION AND USE OF INFORMATION

4.1 The customer authorises WGL to collect, retain and use information about the customer, for the purposes of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any products or services provided by WGL to any other party.

# Terms and Conditions of Trade

Effective as at 1 August 2024

4.2 The customer authorises WGL to disclose any information obtained to any person for the purposes set out in clause 4.1.

4.3 Where the customer is a natural person the authorities under clauses 4.1 and 4.2 are authorities or consents for the purposes of the Privacy Act 2020.

4.4 The customer has the right to request access to their personal information and to request its correction.

## 5 PRICE

5.1 Where no price is stated in writing or agreed to orally the goods and/or services shall be deemed to be sold at the current amount as such goods and/or services are sold by WGL at the time of the contract.

5.2 WGL reserves the right to change the price where additional work is required due to the discovery of hidden or unidentifiable difficulties (including but not limited to poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed, obscured building defects, change of design and/or specifications, hard rock barriers below the surface or iron reinforcing rods in concrete, hidden pipes or hidden wiring in walls) which are only discovered on commencement of the work. If additional work is required, WGL shall provide notice in writing (including by email) of the price change.

## 6 PAYMENT

6.1 Payment for the goods and/or services supplied by WGL shall be made in full (without setoff or deduction) no later than the date specified on our invoice unless otherwise agreed in writing.

6.2 Where work continues from one calendar month to the next WGL may issue a progress

claim or invoice in relation to the goods and/or services started, completed and organised to date, for an amount as WGL may determine in its absolute discretion.

6.3 A surcharge of 3.5% will apply for credit card payments.

6.4 If payment is not made by the due date WGL may, without prejudice to its other remedies, charge the customer default interest on the unpaid amount at a rate equal to 2.5% per month on the outstanding balance and any expenses incurred by WGL in recovering this debt shall be added to the customer's account including any reasonable solicitor's fees or debt collection agency fees.

6.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6.6 The invoice issued is a payment claim under the Construction Contracts Act 2002.

6.7 Upon completion of a solar installation by WGL, the customer shall make payment in full to WGL in accordance with the agreed payment terms, irrespective of any delay in the issuance of a Record of Inspection (ROI) by the relevant inspector. WGL shall use reasonable endeavours to forward the ROI to the customer by email promptly upon receipt from the inspector. However, any delay in the issuance or delivery of the ROI shall not entitle the customer to withhold or defer payment.

6.8 If at any time WGL agrees that any outstanding account may be paid off over time, it is strictly on the basis that should any payment be missed, then the full balance owing as at the date that payment is missed becomes due and owing immediately and WGL may pursue the customer for the full

# Terms and Conditions of Trade

Effective as at 1 August 2024

outstanding amount notwithstanding the agreement for time payment.

6.9 If the customer disputes any or all of an amount contained in an invoice the customer will immediately notify WGL of the dispute and provide reasons for the dispute, pay the full amount of the invoice including the disputed amount by the due date specified in the invoice; and negotiate in good faith with WGL to resolve the dispute.

6.10 Any claim or dispute arising under these terms of trade shall be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within 1 month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand Courts.

6.11 If the customer fails to make payment on the due date then without prejudice to any of WGL's other rights WGL may suspend or cancel deliveries of any other goods and/or services to the customer.

## 7 ENERGY PROVIDER METER CHANGES

7.1 Upon completion of a solar installation by WGL, the customer shall make payment in full to WGL in accordance with the agreed payment terms set out in clause 6, irrespective of any delay by the customer's chosen energy provider in changing the existing meter to an import/export meter.

7.2 The arrangement and coordination with the energy provider for the meter change is the sole responsibility of the customer, and any delays by the energy provider shall not entitle the customer to withhold or defer payment to WGL. WGL shall have no obligation to arrange or expedite the meter change process with the energy provider.

7.3 Where WGL is assisting with the change of the energy provider, any delays by the energy provider shall not entitle the customer to withhold or defer payment to WGL.

## 8 WITHDRAWAL OF CREDIT

8.1 WGL may at any time, in its sole discretion, withdraw the provision of credit to the customer.

## 9 QUOTES

9.1 No quotation given by WGL for goods and/or services shall be valid unless it is recorded in writing and is signed for and on behalf of WGL.

9.2 Where a quotation is given by WGL for goods and/or services to be performed, unless otherwise agreed that quotation remains valid for 30 working days from the date of issue.

9.3 The quotation shall be exclusive of goods and/or services tax unless specifically stated to the contrary.

9.4 The quotation is based on costs and charges ruling at the date of quotation. WGL reserves the right to alter the quotation at any time where the quotation has been submitted based on plans or has been based upon work in an area of a building that cannot be viewed until the work is undertaken, or circumstances beyond the control of WGL dictate the quotation may be reviewed and altered at WGL's discretion for example changes in pricing charged by suppliers to us, or in government charges. WGL further reserves the right to alter the quotation at any time where current cabling and/or installation is not compliant and/or in accordance with AS/NZ3000. Any costs arising as such shall be to the customer's account. Notwithstanding that any quotation has stated that it is a quotation, in the

# Terms and Conditions of Trade

Effective as at 1 August 2024

circumstance set out in this clause 9.4, it shall be read as an estimate only.

9.5 Where goods and/or services are required in addition to the quotation the customer agrees to pay for the additional cost of such goods and/or services.

## 10 DEFAULT

10.1 If the customer fails to make payment on any invoice when due or becomes insolvent, commits an act of bankruptcy, is adjudicated bankrupt or makes any composition or arrangement with creditors or being a company goes into liquidation whether compulsory or voluntary other than for the purpose of and followed by amalgamation or reconstruction, or has a receiver appointed of any part of its business or assets then WGL reserves the right, and the customer agrees that WGL is entitled:

10.1.1 To treat all sums due or to become due from the customer whatsoever as immediately due and payable.

10.1.2 To immediately cancel or suspend delivery of goods and/or provision of services.

10.1.3 By its agents to enter on to the customer's premises where the goods may be installed or stored and to search for and remove and take possession of the goods without being in any way liable to the customer or anyone claiming under it for so doing; and

10.1.4 To withhold the further supply of goods and/or services on credit.

10.2 Any expenses, disbursements and legal costs incurred by WGL in the enforcement of any rights contained in these terms shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.

## 11 RETURN OF GOODS

11.1 Subject to any rights that the customer may have under the Consumer Guarantees Act 1993 ("the Act"), the customer may not return or refuse delivery of any goods purchased from WGL unless agreed to in writing by WGL.

## 12 RISK

12.1 The goods and/or services remain at WGL's risk until delivery to the customer.

12.2 Delivery of goods and/or services shall be deemed completed when WGL gives possession of the goods and/or services directly to the customer or possession of the goods and/or services is given to a carrier, courier, or other bailee for purposes of transmission to the customer.

## 13 ACCESS

13.1 Prior to commencing any work the customer must advise WGL of the precise location of all underground services on the site and clearly mark the same. The underground mains and services, the customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

13.2 Certain equipment installed by WGL, including but not limited to solar inverters, batteries, and EV chargers, require access to the customer's site Wi-Fi network for monitoring, updates, and connectivity purposes. The customer shall ensure that a suitable Wi-Fi signal is available at the installation site prior to the Company's arrival.

13.3 The customer shall provide WGL with the necessary Wi-Fi network name,

# Terms and Conditions of Trade

Effective as at 1 August 2024

password, and any associated email address required for registering and connecting the equipment. It is the customer's responsibility to ensure appropriate cyber security measures are in place for their Wi-Fi network.

13.4 If WGL's equipment cannot be successfully connected or updated due to insufficient Wi-Fi signal strength or connectivity issues at the time of installation, WGL reserves the right to charge an additional call-out fee for any subsequent visit required to rectify the connectivity issues.

13.5 Should the customer's Wi-Fi details change after the initial installation, resulting in WGL's equipment becoming disconnected, WGL reserves the right to charge an additional call-out fee for any visit required to reconnect the equipment.

13.6 WGL shall not be liable for any interruption, loss of service, or breach of cyber security relating to the customer's Wi-Fi network and its connectivity to WGL's installed equipment.

## 14 ADDITIONAL CALL-OUTS

14.1 If WGL's installed system becomes disconnected or non-operational due to a fault or issue with the system itself, WGL shall rectify the problem at no additional cost to the customer.

14.2 If the system disconnects or fails as a direct result of changes made by the customer to their Wi-Fi network, internet service, or any other third-party service integration, WGL reserves the right to charge the customer an additional call-out fee to attend the site and rectify the issue.

14.3 The customer shall not attempt to modify, reconfigure, or troubleshoot WGL's installed system software, applications, or programming without prior written approval

from WGL. If WGL attends the site and determines that the system issue has been caused by unauthorised changes or interference by the customer, WGL reserves the right to charge an additional call-out fee.

14.4 If WGL attends the site in response to a reported system issue and determines that there is no actual fault with WGL's installed system, WGL reserves the right to charge the customer an additional call-out fee.

14.5 The amount of the additional call-out fee shall be in accordance with WGL's rates at the time of attendance as notified to the customer in advance.

## 15 SECURITY AND TITLE

15.1 WGL retains legal and equitable title to any goods supplied to the customer until full payment is made for the goods and all other goods and/or services supplied by WGL.

15.2 The customer gives irrevocable authority to WGL to enter any premises occupied by the customer, or any other party on which goods and/or services are situated, at any reasonable time after default by the customer, on order to remove and repossess any goods, and to sell those goods if necessary to recover unpaid monies.

15.3 The customer grants WGL a "security interest" for the purposes of section 37(b) of the Personal Property Securities Act 1999 ("the PPSA") in all of the customers present and after acquired property that WGL has performed services on or in which goods supplied or financed by WGL have been attached or incorporated.

15.4 The customer shall promptly execute documents and do such further acts as may be required by WGL to register the "security interest" granted to WGL under these terms under the PPSA.

# Terms and Conditions of Trade

Effective as at 1 August 2024

15.5 Until ownership of the goods passes, the customer waives its right under the PPSA to receive a copy of any verification statement and the customer agrees it will have none of the rights under sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA. Where WGL has rights in addition to those in parts 9 of the PPSA the buyer agrees that those rights shall continue to apply and in particular will not be limited by s109 of the PPSA.

15.6 The customer agrees to indemnify WGL for any costs WGL incurs in registering, maintaining and for enforcing the "security interest" created by these terms including actual legal costs on a solicitor/client basis.

15.7 The customer must immediately notify WGL if it changes its names, registered office or place of business.

## 16 EXCLUSION AND LIMITATION OF LIABILITY

16.1 Except as previously provided in these terms all warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the goods and/or services or to these terms are, to the maximum extent permitted by law, expressly excluded.

16.2 Nothing in these terms limits any rights the customer has under the Consumer Guarantees Act 1993 ("Act") and these terms must be read subject to those rights.

16.3 Where these terms would otherwise be subject to the Act and the customer is acquiring the goods and/or services supplied by WGL for business purposes, the customer agrees that the Act will not apply.

16.4 Subject to any rights the customer may have under the Act, WGL's liability under this

clause or any contract collateral hereto is limited to replacing (or at the election of WGL repairing) any defective goods to the entire exclusion of any other remedy which, but for this clause, the customer might have and WGL shall be under no liability for any damage, injury direct or consequential or other loss, or loss of profits of costs, charges and expenses on the part of the customer, or any other person other than to repair or replace as mentioned above. WGL shall not be liable to the customer if for any reason beyond WGL's control is not able to deliver or supply any of the goods.

16.5 WGL is not liable for any failure or delay in performing an obligation in these terms if it is due to a cause reasonably beyond its control.

16.6 For retailed products the customer must check the item(s) and report any transit damage or faults within 7 days of purchase.

16.7 Subject to any rights the customer may have under the Act, WGL will replace or repair where possible and refunds will only be offered where a replacement is not available.

16.8 Subject to any rights the customer may have under the Act, shipping costs are non-refundable.

16.9 Subject to any rights the customer may have under the Act, products must be returned with all accessories including their original packaging.

16.10 Subject to any rights the customer may have under the Act, the customer must pay for shipping to return the items and WGL will pay the shipping costs for the repaired or replacement item returned back to the customer.

16.11 Subject to any rights the customer may have under the Act, refunds on items returned within 7 days which had qualified for

# Terms and Conditions of Trade

Effective as at 1 August 2024

free shipping at the point of sale will have the shipping deducted.

## 17 PERSONAL GUARANTEE OR COMPANY DIRECTORS OR TRUSTEES

17.1 In consideration for WGL agreeing to provide the goods and/or services at the request of the customer, where the customer is a company or a trust, the directors or trustees signing the agreement or acceptance of the terms also sign or accept in their personal capacity and jointly and severally undertake as principal debtors to WGL the payment of any and all monies owed by the customer to WGL and indemnify WGL against non-payment by the customer ("the Guarantor").

## 18 COPYRIGHT AND INTELLECTUAL PROPERTY

18.1 WGL owns and has copyright in all products, work, designs, specifications, documents and other software produced by WGL in connection with the goods and/or services pursuant to these terms and the customer may use the goods and/or services only if paid for in full and for the purposes for which they were intended and supply by WGL.

## 19 ELECTRONIC TRANSACTIONS ACT 2002

19.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with s22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.

## 20 CANCELLATION

20.1 WGL shall, without any liability and without any prejudice to any other right it has in law or equity have the right by notice to

suspend or cancel in whole or in part any contract for supply of goods to the customer if the customer fails to pay any money owing after the due date or commits an act of bankruptcy as defined in sections 17 to 28 of the Insolvency Act 2006..

20.2 Any cancellation or suspension under clause 20.1 of the agreement shall not affect WGL's claim for money due at the time of cancellation or suspension or for any damages for any breach of any terms of this contract of the customer's obligations to WGL under this contract.

## CONTACT DETAILS

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