

This Preventative Maintenance Contract Is Between Hampden Ltd And

Company :

Contact Name :

Location Of Equipment :

Address :

Phone :

Email :

Purchase Order :

Equipment For Maintenance :

Gate Automation

- | | | |
|---|--|--|
| <input type="checkbox"/> Voltage Check | <input type="checkbox"/> Check Electromagnetic Locks | <input type="checkbox"/> Check Gearbox For Oil Leaks |
| <input type="checkbox"/> Check Gate Rollers | <input type="checkbox"/> Check Limit Stock | <input type="checkbox"/> Check External Safety Devices |
| <input type="checkbox"/> Check Gate Stoppers | <input type="checkbox"/> Check Ground Rail | <input type="checkbox"/> Check Operation - Speed & Auto Open |
| <input type="checkbox"/> Check Operating Switches | <input type="checkbox"/> Check Current Rating Of Motor | <input type="checkbox"/> Check Arms (Swing Gates) |
| <input type="checkbox"/> Check Operator Mounting Bolts | <input type="checkbox"/> Check Guide Rollers | <input type="checkbox"/> Check Rack Is Tight |
| <input type="checkbox"/> Check Gearbox For Mounting Bolts | <input type="checkbox"/> Check Condition Of Track | <input type="checkbox"/> Check Ground/Seal (Ground Loops) |
| <input type="checkbox"/> Check All Electric Connectors | <input type="checkbox"/> Check Inside Control Box | |

Annual Charges (Per Motor)

- | | | |
|--|----------------------------------|---|
| <input type="checkbox"/> 3-monthly maintenance | High usage: 100-150 cycles daily | \$1,564.00 +GST (4 visits @ \$391.00 +GST each) |
| <input type="checkbox"/> 6-monthly maintenance | Normal usage: 1-99 cycles daily | \$782.00 +GST (2 visits @ \$391.00 +GST each) |

Note: We offer a 10% discount per subsequent motor

Comments For Further Work Required :

Materials and components guaranteed for 12 months from installation. Any parts used after 12 months will be charged out.

Total number of motors to be serviced :

Total annual payment for this service : \$ +GST

Contract Acceptance

Name:
Customer

Name:
On behalf of Hampden

Signature: Date:

Signature: Date:

Terms And Conditions Of Trade

1. DEFINITIONS

- 1.1 "Hampden" shall mean Hampden Limited, its agents or employees thereof.
- 1.2 "Customer" shall mean the customer, its agents and employees, or any person acting on behalf of and with the authority of the customer, or any person purchasing goods from Hampden or engaging Hampden to perform any work or service.
- 1.3 "Goods" shall mean all goods, chattels, services, drawings, or designs provided by Hampden to the customer, and shall include without limitation the manufacture, supply and installation of security fencing and gates, earth moving, digging of trenches, all charges for labour and work, hire rates, equipment hire, insurance charges, or any fee or charge associated with the supply of goods by Hampden to the customer.
- 1.4 "Price" shall mean the cost of the goods as agreed between Hampden and the customer subject to clause 4 of this contract.
- 1.5 "Tag" shall mean the exclusions and limitations applied as notes attached to quotations.
- 1.6 "Specification" shall mean the design, standards and scope of the work contained within the quotation.

2. ACCEPTANCE

- 2.1 Any instructions received by Hampden from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.

3. USE OF INFORMATION

- 3.1 The customer authorises Hampden to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided by Hampden to any other party.
- 3.2 The customer authorises Hampden to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to verbally the goods shall be deemed to be sold at or hired out at the current amount as such goods are sold or hired out by Hampden at the time of the contract.
- 4.2 Hire rates shall be as shown on Hampden current schedule (which the customer acknowledges has been produced and agreed to) and such hire rates are calculated on a daily basis whereupon each day shall be deemed to contain 8 working hours and any hours worked in excess of each day shall be charged on a pro rata basis.

5. PAYMENT

- 5.1 Payment for goods shall be made:
 - 5.1.1 Where the customer has an existing account with Hampden, or has arranged an account with Hampden, the price shall be paid in full on or before the 20th day of the month following the date of the invoice; or
 - 5.1.2 Where the duration of the work extends beyond one month from the date of commencement the price shall be paid in instalments each month or part month on or before the 20th day of the month following the date of each monthly invoice; or
 - 5.1.3 Where Hampden has specified the price shall be paid in full within seven (7) days following the date of the invoice; or
 - 5.1.4 In full on receipt of delivery of goods or completion of work ("the due date").
- 5.2 A deposit of 10 to 50 percent may be required at Hampden sole discretion.
- 5.3 No deduction for retentions is to be made unless expressly agreed to in writing by Hampden.
- 5.4 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.5 Any expenses, disbursements and legal costs incurred by Hampden in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.6 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. QUOTATION

- 6.1 Where a quotation is given by Hampden for goods:
 - 6.1.1 The quotation shall be valid for ONE HUNDRED (100) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of Goods and Services Tax unless specifically stated in writing to the contrary; and
 - 6.1.3 The quotation shall be inclusive of all relevant tags contained and attached to the quotation document and should these events occur and/or conditions apply then they will be chargeable at Hampden's standard rates and will be added to the agreed Price.
 - 6.1.4 The quotation value reflects any specification expressed or implied within the quotation document or other document communicated to the Customer. Any change to these specifications will be charged to the Customer as a variation to the contract.
 - 6.1.5 Should a quotation provided by Hampden be not accepted by the Customer for any reason then; all documents, drawings, specifications, or designs prepared by Hampden and submitted to the Customer will remain the property of Hampden for its sole benefit. Further, the Customer agrees that such documents, drawings, specifications, or designs will not be referred to or quoted, in whole or in part, in any other document or made available in any other way to any third party without the express agreement of Hampden.
- 6.2 Where goods are required in addition to the quotation the customer agrees to pay for the additional cost of such goods.
- 6.3 Should there be a significant movement in cost due to a movement in exchange rate, the inability of a supplier to supply, or any other event that materially affects the cost of the project, Hampden reserves the right to renegotiate the price.

7. WARRANTIES BY CUSTOMER

- 7.1 The customer warrants that:
 - 7.1.1 It has and shall continue to provide Hampden with all information and assistance relevant to the carrying out of work that is the matter of this contract; and
 - 7.1.2 It has obtained all necessary permits and consents from the relevant Local Authority and has informed Hampden of all matters relating to such permits and consents; and
 - 7.1.3 Prior to commencement of any work it shall mark all boundaries of the land where work is to proceed AND mark all areas of such land where work is required AND shall inform Hampden of all such markings AND point out to the driver of any machine or vehicle about to execute or executing the work where work is to be executed and the extent of the work to be carried out, and if any spoil is to be removed, the place where it is to be deposited; and
 - 7.1.4 It has located, marked and advised Hampden of all gas pipes, water pipes, sewage lines, drainage lines, telephone cabling, and other utilities that are on, or near, or adjacent to the land upon which any work is to proceed; and
 - 7.1.5 It has advised Hampden of any possibility of or knowledge of any subsidence, slip, erosion, flooding, or any other thing which might constitute a hazard on the land where work is to proceed or on any adjacent land; and

8. TITLE

- 8.1 If the goods are ascertained and in a deliverable state, title in the goods passes to the customer when the customer has

made payment in full for all goods supplied by Hampden.

- 8.2 Where the customer has not paid for any goods in its possession equitably and legal title in such goods shall remain with Hampden until payment in full. The goods shall be held by the customer as bailee.
- 8.3 The customer gives irrevocable authority to Hampden to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. Hampden shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.

9. DELAY

- 9.1 The time agreed for completion of the contract or part of the contract shall not be an essential term of this contract and Hampden shall not be responsible for any reasonable delay to completion of the contract and time shall not be deemed of the essence.
- 9.2 Where Hampden has contracted to complete work by instalments and Hampden fails to complete one or more instalments the customer shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.
- 9.3 Where Hampden has begun work, after an instruction to do so, and the work has halted or delayed for more than a month for whatever reason the Hampden may charge the Customer a reasonable price under clause 4.1 for the work done, any materials acquired for the work, plus the costs associated with storing such materials.

10. SUBCONTRACTORS AND AGENCY

- 10.1 The customer authorises Hampden to contract either as principal or agent for any work or part of the work forming the matter of this contract.

11. DAMAGE, LOSS AND COMPANY WAIVER

- 11.1 The customer indemnifies Hampden in respect of loss or damage to equipment due to or arising from; misuse, abuse, mysterious disappearance or wrongful conversion; any breach of the terms of this contract; violation of any laws; location, use, loading, unloading or transportation on or over water, wharves, bridges or vessels of any kind; exposure to any corrosive substances (including caustic, cyanide, acids, salt water); theft where not reasonably locked and secured; transportation (except where transported by Hampden); negligence by the customer.

12. CONSUMER GUARANTEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from Hampden for the purposes of a business in terms of section 2 and 43 of that Act.

13. EXCLUSION OF WARRANTIES BY COMPANY

- 13.1 No representation, condition, warranty, or premise expressed or implied by law or otherwise applies to goods except where goods are supplied pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.
- 13.2 Hampden does not provide any warranty or promise as to conditions, state of repair, or that the goods are fit and suitable for the purpose for which they are required by the customer and shall not be liable if they are not unless expressly agreed to in writing by Hampden.
- 13.3 Any Warranty agreed to will only be valid if all invoices have been paid in full and on time.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 14.1 If the customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Hampden agreeing to supply goods and grant credit to the customer, also sign in their personal capacity and jointly and severally personally guarantee and undertake to Hampden the payment of any and all other monies now or hereafter owed by the customer to Hampden. Any personal guarantee made by any party shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.

15. MISCELLANEOUS PROVISIONS

- 15.1 The law of New Zealand shall apply to this contract except to the extent expressly negative or varied by this contract.
- 15.2 Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.
- 15.3 Failure by Hampden to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Hampden has under this contract.
- 15.4 Hampden 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 the supply of goods to the customer if the customer fails to pay any money owing after the due date or the customer commits an act of bankruptcy as defined the Insolvency Act 2006 and as amended.
- 15.5 Any cancellation or suspension under clause 15.4 of this agreement shall not effect Hampden claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract.
- 15.6 Hampden shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 15.7 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of Hampden.
- 15.8 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and unenforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.9 Any dispute between the parties is to be dealt with in accordance with the Construction Contracts Act 2002 and as amended.
- 15.10 Hampden reserves the right to make changes to its Terms and Conditions of trade at any time without notice. Any such change will have full effect as if it formed part of the original agreement.