



STRONG BUILDS

CONTRACTOR TERMS



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What We Offer Is What You Will Need To Uphold Too

Strong Builds Guarantee

"Strong Builds guarantees a high quality service that goes above and beyond. We are proud to back our building work and stand behind the excellence of our materials and workmanship 100%. Let this guarantee provide the peace of mind that your project is in the right hands."

Fixed Price Quote & Scope of Work

Strong Builds understands the importance of financial certainty when committing to a project so the client can trust that the total contract price of their project is all-inclusive of everything required. This enables them to budget, plan ahead, and enjoy the building process and allows us all to be paid accordingly! Transparency is guaranteed through a clear, concise, and detailed breakdown of scoped works, specifications, and exclusions. So please do your best to assist in the quoting stages for all of our sakes

Schedule of Proposed Progress Payments

We would like to align your payment expectations with our's so please be open to discussing these terms, especially with larger projects.

Our Contracts

1. a) New Zealand Certified Builders contract will be presented for works over \$25,000 and presented for both parties to initial and sign.
b) For works below this amount a signed invoice, proposed payment plan, and t&c's form will apply.
2. A Simple Sub-Contract Agreement will be provided for any work costing more than \$5000+GST

We look forward to working with you!

Strong Builds would like to thank you once again for the opportunity to help you, help us!



Variations

For any change to the agreed scope outlined, the contract total will be amended to accommodate the adjustments. This process between client and contractor is transparent and never done without prior communication, discussion, and signed approval. So if any adjustments in your section are made Contact Jason or Sarah immediately to ensure the correct process is followed

Unexpected Variations:

With a great deal of experience in renovations, Strong Builds understands first-hand that there can be unexpected situations that can occur throughout the project. To honor our guarantee on price stability and transparency we use a variation system that ensures the clients are clearly communicated with immediately following any findings, you will receive an accurately priced variation, and works will only be completed with prior approval from yourself.

Variation by choice:

Being that building is a creative process, we wish to allow our clients the flexibility to make changes or add additional sections through out the project. We are always open to new ideas and discussions on changes to the scope of works. We will use the same variation system and ensure you know the full costs before signing off on additional works.

Note:

Additional works is subject to material and labour availability. It is not guaranteed to be completed within the same job schedule time and will entail additional cost.

1. Definitions

- 1.1. 'Strong Builds' or 'company' or 'contractor' shall mean Strong Builds Ltd. or any agents or employees thereof.
- 1.2. 'Customer' or 'Client' shall mean the legal or other entity named as the Customer OR Contractor, any person acting on behalf of and with the authority of the Customer OR Contractor, or any person purchasing products and services or working for Strong Builds.
- 1.3. 'Products' can include but is not limited to all products, goods, services, and advice provided by Strong Builds to the Customer and shall include without limitation the manufacture and supply of products and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by Strong Builds to the Customer.
- 1.4. 'Price' shall mean the contract total value of the Products as agreed between Strong Builds and the Customer and includes all disbursements e.g. charges Strong Builds pays to others on the Customer's behalf subject to clause 5 of this contract
- 1.5. 'Due Date' shall be the date stated upon the invoice as the date on which payment is due.
- 1.6. 'Special Order' shall mean any product specifically manufactured or imported to fulfill the Customer's order
- 1.7 'Sub-Contractor' or 'Sub-Trade' shall mean the legal or other entity named as the nominated contractor working for Strong Builds

2. Acceptance

- 2.1. Any instructions received by Strong Builds from the Sub-Contractor for the supply of Works shall constitute a binding contract and acceptance of the terms and conditions contained therein.

3. Cancellation

- 3.1. Cancellation of an order will not be entertained once work has commenced or material or product ordered. For unforeseen circumstances, Strong Builds is willing to discuss but holds the right to charge the full material cost to the client.
- 3.2. The Customer agrees to pay all Costs, Disbursements, and Loss of Profits that may be incurred by Strong Builds in accepting such a cancellation.

4. Collection and Use of Information

4.1. The Customer authorises Strong Builds to collect, retain and use any information about the Contractor for the purpose of assessing the Contractor's credit worthiness, enforcing any rights under this contract, or marketing any Products to any other party.

4.2. The Contractor authorises Strong Builds to disclose any information obtained for the purposes set out in clause 4.1

4.3. Where a Contractor is a natural person the authorities under clauses 4.1 and 4.2 are authorities or consents for the purposes of the Privacy Act 1993.

5. Price

5.1 Onsite and Offsite Overhead Margins apply to all quotations and are to the discretion of Strong Builds Ltd

5.2 Cost + Charge works are subject to an NZCB Contract Terms and Conditions and all costs will be per contract terms provided prior to commencement.

5.3 Strong Builds Ltd is not liable for any costs incurred due to Covid-related delays or costs that fall out of their control

6. Payment

6.1.1.5. due date is subject to agreed payment schedule and date on invoice.

6.2 Failure to pay invoices on outlined due dates will, at the discretion of Strong Builds Ltd, incur a late fee penalty of 1%. An additional 1% interest of the contract total will be incurred every additional 7 days payment is delayed.

6.3. Any expenses, disbursements, and legal costs incurred by Strong Builds 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.

6.4. Recipient of a cheque or bill of exchange or any other negotiable instrument shall not constitute payment until the such negotiable instrument is paid/transferred in full.

7. Material

7.1. All material ordered by appointed Contractor remains the property of the Contractor until work is complete and paid in full.

7.2 Material security and risk remain the Contractor's while in ownership. The client will inherit the security of material after final payment.

7.3 The Contractor will guarantee the material they supply but waives liability on any material provided by the clients.

7.3 Strong Builds reserves the right to refuse using any materials that don't meet standards or allow the level of quality that is guaranteed.

7.4 If delays occur due to contractor-supplied material not arriving as scheduled a variation may be issued at the expense of the contractor.

7.6. In the case of partial deliveries: Strong Builds holds the right to withhold material invoices requested by the contractor until the total order is fulfilled

7.7. In the circumstance of items failed to be delivered outside of client and contractors control, The client will have the right to not be charged for any missing items as a variation but the remainder of the contract will remain valid.

9. Quotation

9.1. Where a quotation is given by Strong Builds with Contractor Pricing Included for Products and Services:

9.1.1. Unless otherwise agreed the quotation shall be valid for (30) thirty days from the date of issue; and

9.1.2. The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;

9.1.3. The price is based on the site is ready for installation upon the time and date agreed.

9.3. Commencement is 4–12 weeks from receipt of Written Order, depending on product and service.

9.6. All quotes provided by the entity, Strong Builds Limited, are strictly confidential and are intended for the sole intention of Strong Builds being awarded the work.

9.6.1. If for any reason supplied documents are used as pricing by the customer for any other entity or business, a quantity surveying fee of a minimum of \$500+GST will apply, and any other loss or damages costs incurred.

9.7 Strong Builds reserves the right to seek another Sub-Trades quote if the Sub-Contractor

9.7.1 Doesn't attend the scheduled site visit

9.7.2 Lacks Important Details for their Trades Scope Of Work

9.7.3 Takes more than 10 working days to provide a quote

9.7.4 Work is Priced above Standard Market Rate by 15% Deemed by Strong Builds Quantity Surveyors

10. Liability

10.1. The Customers Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may imply warranties or conditions impose obligations Strong Builds which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Strong Builds, Strong Builds liability shall, where it is allowed, be included or if not available to be excluded only apply to the minimum extent required by the relevant statute.

10.2. Except as otherwise provided by clause 12.1 Strong Builds shall not be liable for:

10.2.1. Any loss or damage of any kind whatsoever, arising from the supply of Products by Strong Builds to the Customer including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products provided by Strong Builds to the Customer;

10.3 Any work deemed unfit or inadequate will be repaired or rectified at the expense of the Sub-Trades business and will not in any way be a cost to Strong Builds

10.3.1 Any Extensions required directly associated with Sub-Trades performance will be at the expense of the Contractor responsible.

11. Title and Security (Personal Property Securities Act 1999)

11.1 All Intellectual Property at present and future created and implemented by Strong Builds Ltd will remain Property of Strong Builds Ltd, and copywriting of such property is prohibited

11.2 All Systems and Protocols are to remain The Property of Strong Builds use or copywriting of such property without prior consent, or is ill-intently being done deemed by Strong Builds legal action will incur. 11.3 The following shall constitute defaults by the Contractor:

11.3.1. Non-payment of any sum by the due date.

11.3.2. The Contractor intimates that it will not pay any sum by the due date.

11.3.3. Any Products are seized by any other creditor of the Contractor or any other creditor intimates it intends to seize Products.

11.3.4. Any Products in the possession of the Contractors are materially damaged while any sum due from the Contractor to Strong Builds remains unpaid.

11.3.5. The Contractor is bankrupt or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.

11.3.6. A court judgment is entered against the Customer and remains unsatisfied for (7) seven days.

11.3.7. Any material adverse change in the functional position of the customer.

11.4 All Future Works conducted with previous Strong Builds clients privately, must be discussed with Strong Builds

12. Health and Safety

12.1 Contractors will comply with Health and Safety at Work Act 2015

12.3.1 If for whatever reason Strong Builds discovered Health and Safety measures to be inadequate through fair assessment additional Strong Builds Health and Safety charges will apply payable by the Contractor.

13. Consumer Guarantees Act

13.1. The guarantees contained in the Consumer Guarantees Act 1993 are included where the Contractor acquires Products from Strong Builds for the purposes of a business in terms of sections 2 and 43 of that Act.

14. Warranty

14.1. The warranties on the products supplied by the Contractors are as follows:

14.1.1. The Manufacturer's warranty applies where applicable.

14.2. The warranties on the services supplied by Strong Builds are as follows:

14.2.1. A full 12-month warranty from the date of installation.

14.2.2. This warranty is against faulty or defective workmanship and is subject to the following conditions:

14.2.3. This warranty covers the repair or replacement of components or materials supplied by the Contractor and defective as a result of faulty workmanship. It does not extend to any other loss or damage including consequential loss or damage or loss to other property or persons.

14.2.4. with limiting the generality of (14.2.1) above, this warranty does not cover the following:

14.2.6. Damage caused by accident, misuse or abuse.

14.2.7. Damage to any goods which have been altered or modified by someone other than the Contractor or its authorised agents.

14.2.8. Damage or loss to goods due to their unsuitability or not previously authorised by the installer for use in that situation.

14.3. The procedure for recovery under warranty: The following procedure is to be followed by the Contractor: the loss or damage mentioned by the Client or Strong Builds is immediately reported to Strong Builds to advise whether it is covered by the warranty and will undertake the necessary action to remedy the fault.

14.4 All work undertaken by Sub-Trades on the Strong Builds site must be supervised or undertaken by accredited tradies at all times

15. Miscellaneous

15.1. Failure by Strong Builds 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 Strong Builds has under this contract.

15.2. If any provision of this contract shall be invalid, void or illegal, or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.

15.3 All Sub-Trades are to adhere to provided Schedules and Scope of Work confirmed prior to commencement

16. Sub-Contractor Referral Bonuses

16.1 All Referral Bonuses Discussed Between Sub-Contractor and Strong Builds are to be

16.1.1 Assigned and limited to an individual Confirmed Project above \$10,000

16.1.2 Payable upon Confirmed Project Final Bill is paid in full.

16.1.3 Of a Percent to the discretion of Strong Builds unless otherwise discussed

16.2 Strong Builds Reserves the Right to Not Paying Referral Bonuses for any project left incomplete beyond Strong Builds direct control

16.2.1 Or Missed Payments occur on the assigned projects

16.2.2 Or Misconduct occurs from Sub-Contractor that can be clearly defined as unethical and bad faith.

16.3 Referral bonuses shall be up to a maximum of 2.5% of the 'Total Job Cost' To the discretion of Strong Builds.

16.4 Any work referred to the Contractor shall be subject to at least the same referral percent agreed upon

16.5 Works that 'Total' less than \$10,000 will not be subject to referral bonuses, and;

16.5.1 Strong Builds has no obligations to price or schedule such work.