



TERMS OF TRADE – MANTA Property Maintenance

The following terms and conditions are applicable to the provision of building and other construction, works, advice provided, facilitated, or coordinated by Manta, Manta LTD, Manta Limited, Manta Roofing and Renovations, Manta Project and Product Specialists Limited, Manta Property Maintenance, or any other Manta approved terming.

No other terms, conditions or deviations from these terms and conditions shall be binding unless accepted in writing by an authorized representative of Manta. In the event of a conflict between these terms and conditions and any accompanying documentation, the terms and conditions of the accompanying documentation shall prevail.

1. Plans and Specifications:

Copyright and ownership in all drawings, specifications and other technical information provided by Manta in connection with the contract(s) in question is vested in Manta.

Where Manta has followed plans and specifications provided by the Customer or their agent, the Customer shall indemnify Manta against all damages, penalties, costs and expenses in respect of which Manta may become liable through the utilization of those plans and specifications.

2. Quotation and Acceptance:

Manta shall produce written quotations for the Customer for all work projects of any scale. The quotation shall be subject to the clarifications and exclusions set out in the documentation accompanying these terms and conditions and shall be valid for a period of thirty (30) days from the date specified on the quotation. The Customer shall accept the quotation by signing the acceptance form accompanying the quotation and signing a copy of any plans and specifications attached to the quotation, if provided, or simply by verbally agreeing to the quotation, or by providing written acceptance in the form of written letter email, text message, or any other type of written or electronically written statement, message, or document. The acceptance of the quotation in the manner specified in this clause shall constitute a binding contract and acceptance of the terms and conditions contained herein. Any contractor, sub contractor, or company who accepts any work presented from Manta as the principal, automatically agrees to all Terms of Trade expressed in this document.

Any quotations for work projects presented to Manta by a third-party sub-contractor or other service or product provider must be presented in written format, failing to do so shall imply no terms or conditions or price for goods or services has been agreed upon between Manta and the third-party sub-contractor or other service or product provider. Should the third-party sub-contractor or other service or product provider fail to present Manta with written quotation(s) for the work projects in question, representatives of Manta present at or in the meeting or discussion regarding the relevant quotation will record the agreed terms and prices of the quotation in written or electronic format in order to formalize the quotation and initiate a binding agreement between all parties involved. This recording must be accessible to all parties involved in the relevant work projects should they request to site the quotation or should a dispute regarding the quotation arise.

3. Variations except as expressly provided in these terms and conditions:

All variations expressed in writing by Manta in formal Quotations or Estimates in which the Customer has agreed to or accepted are billable to the Customer in addition to the amount quoted or estimated within the formal Quotation or Estimate. Any amounts charged in variations are payable by the Customer within the payment terms of the invoice associated with the variations. Variations outside of those expressed in writing by Manta in formal Quotations or Estimates in which the Customer has agreed to or accepted are billable to the Customer should Manta's personnel or contactors be required to perform such works as part of their professional licensing compliance.

4. Cancellation:

In the event that the Customer wishes to cancel the contract for any work projects at any time after acceptance of the quotation, the Customer shall pay: 20% of the total quoted amount of the contract, as well as all actual and reasonable costs and expenses incurred by Manta, together with a reasonable administration fee, provided that the Customer shall not be entitled to cancel the contract once the work project has commenced without the prior consent in writing of Manta. Manta 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 or services to the Customer if the Customer fails to pay any money owing after any due dates, or if the Customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967, or if liquidation proceedings are commenced in relation to the Customer, or if the Customer shall otherwise become bankrupt or insolvent, or if any other event occurs which evidences a lack of credit worthiness or insolvency on the part of the Customer. Any cancellation or suspension by Manta pursuant to this clause shall not affect Manta's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to Contract under these terms and conditions.

5. Price:

The price of work projects shall be the price stated in the quotation, together with all extras selected by the Customer and subject to variation in accordance with clause 3, and as stated on the terms written in the quotation. The quoted price may vary if Manta are required to carry out any variations to the proposed works stated in the quote(s), if hidden or unidentifiable difficulties are encountered (including but not limited to weather conditions, limitations to accessing work sites, obscured building defects, safety considerations, prerequisite work by third parties not being completed, error in designs, hidden pipes or wiring inside the building roof or ceiling cavity, wall, underfloor, or sub-level spaces which are only discovered on commencement of work projects. The price quoted for the work project excludes GST. GST is payable by the Customer in addition to the price quoted. Where no price is stated in writing or agreed, the goods and/or services shall be deemed to be sold and/or supplied at the current price applying at the date upon which the invoice for the goods or services is issued to the Customer. Notwithstanding anything contained in this clause or the quotation, the price of the goods and/or services may be increased by the amount of any reasonable increase in cost of supply of the goods or services between the date upon which the quotation is delivered to the Customer and the date upon which the goods or services are supplied and where such increase is beyond the reasonable control of Manta. Such increases are also subject to currency activity and inflation.

6. Payment:

Payment for work projects shall be made to Manta in full within seven (7) days of the date of the invoice or as per the Conditions of Manta outlined in the relevant quotation. Any quotation that is accepted by the Customer, and is followed by Manta engaging in any and all of the outlined work stated in that quotation, requires payment of at least the full amount stated in that quotation. All invoices for progress payments will be prepared to meet the provisions of the Construction Contracts Act 2002. All invoices issued pursuant to the contract shall be in the form of a payment claim within the meaning of the Construction Contracts Act 2002. The Customer is hereby put on notice of the requirements of the Construction Contracts Act 2002 in terms of the issuing of payment schedules. Providing Manta provides written notice to the account holder, Manta reserves the right to charge interest on all overdue accounts at the current appropriate legal interest rate following the due date(s) for payment(s) until the date when payment is fully received, and all expenses and costs (including legal costs as between solicitor and client and debt collection fees) incurred by Manta in obtaining or attempting to obtain a remedy for the failure to pay are recoverable and payable by the Customer. The Customer may not deduct or withhold any amount (whether by way of a set-off, counterclaim or otherwise) from any money owing to Manta under terms outlined in this document. Receipt of a payment, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full and sighted by a representative from Manta. The Customer expressly acknowledges that no retentions shall apply unless provision for a retention is incorporated within the prevailing Conditions of Manta. Failure by Manta 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 Manta has under this contract.

7. Commencement and Completion:

Manta will use all reasonable endeavors to ensure work projects are commenced and completed within the time frame specified but shall not be liable for any delay or failure to do so unless previously specified. Manta shall not be responsible for any delays caused by separate or nominated subcontractors and shall hold such parties financially accountable for any such instance. Any wastes, whether recyclable, hard-fill, organic, hazardous, or any other type of waste, is to be removed, and disposed of, by any contractor or subcontractor that has been appointed by Manta upon completion of the work from the site(s) where the waste was generated. This includes waste that has resulted from any form of demolition, renovation, or construction of any kind.

8. Repair of Defects:

Manta reserves the right to rectify any defects in materials or workmanship supplied by suppliers, contractors, and subcontractors in order to complete work projects. The associated costs of assessment, fabrication, installation, supervision, materials, transportation, insurances, and any other associated costs resulting from such defects are billable by Manta to the relevant parties. Manta shall not be liable under this clause to remedy: defects covered by a manufacturer's or supplier's guarantee that is available to and may be enforced by the Customer; defects in or damage caused by works undertaken by the Customer or the any of the Customer's contractors; damage to the materials or workmanship that is explicitly caused by weathering damage, misuse, natural disaster, or any other acute occurrence which does not typically take place on, in, or around the materials or workmanship in question.

9. Risk and Insurance:

Any goods manufactured and supplied by Manta shall be at the sole risk of Manta until the earlier payment for the goods and delivery of the goods to the Customer. If work projects involve extensions or alterations to existing premises or structures, the Customer shall be solely responsible for arranging an extension of the Customer's insurance policy to provide insurance cover for all associated risks of the works, and future implications to structures, materials, and contents caused by the works. By engaging in any contract and/or quotation with Manta, the Customer explicitly accepts and holds responsibility for the risks associated with structural changes and damages that may be caused by the Customers requested building, alteration, or renovation. All contractors and subcontractors are required to provide relevant insurances for their respective practices. See Manta Contractor Compliance for further details.

10. Ownership:

Ownership of any goods and/or materials supplied as part of work projects shall not pass to the Customer until all amounts owing by the Customer to Manta in respect of the goods and/or materials have been paid in full. The Customer acknowledges and agrees that by assenting to these terms & conditions, the Customer grants a Purchase Money Security Interest to Manta, as that term is defined in the Personal Property Securities Act 1999 ("PPSA"), in all goods and/or materials supplied by Manta to the Customer. The Customer irrevocably undertakes to sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which Manta require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register. The Customer shall not agree to allow any person to register a financing statement over any of the goods supplied by Manta without the prior written consent of Manta and will immediately notify Manta in writing if the Customer becomes aware of any person taking steps to register a financing statement in relation to such goods. The Customer: (a) waives its rights to: (i) receive a copy of any verification statement; (ii) receive a copy of any financing change statement: (b) If the Goods are for the Customer's business use, the Customer agrees, to the extent Part 9 of the PPSA applies, that it will have no rights under Part 9 of the PPSA. The Customer irrevocably grants to Manta the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if Manta has cause to exercise any of Manta's rights under section 109 of the PPSA, and the Customer shall indemnify Manta from any claims made by any third party as a result of such exercise. Manta and the Customer agree that nothing in sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA will apply to these terms and conditions, or the security interest under these terms and conditions. The Customer will be responsible to Manta for any costs or damages incurred in reclaiming and disposing of the unpaid goods and/or materials. Such costs include but are not limited to loss in value, cost or repossession, damaged premises and recovery, storage, resale and legal costs, on a solicitor and client basis. These costs shall be recoverable as a debt due to Manta by the Customer.

11. Warranty and Liability:

The warranties, descriptions, representations, or conditions whether implied by law, trade, custom or otherwise are, and all other liability of Manta, whether in tort (including negligence), contract or otherwise is, expressly excluded to the fullest extent permitted by law. Insofar as Manta may be liable, notwithstanding anything contained in these terms and conditions, to the extent permitted by law the total liability of the contract whether in tort (including negligence), contract or otherwise for any loss, damage or injury arising directly or indirectly out of completion of the work's project or any other breach of Manta's obligations is limited to the lesser of: (a) to the price of goods and/or materials complained of; (b) the cost of completing any necessary repairs/remedial work; or (c) the actual loss or damage suffered by the Customer. Except where statute expressly requires otherwise Manta is not liable in any event for any loss of profits, consequential, indirect or special damage, loss or injury of any kind suffered by the Customer or any other person.

12. Collection and Use of Information:

The Customer authorizes Manta to collect, retain and use any information about the Customer for the purpose of assessing the Customer's creditworthiness and/or enforcing any rights under this contract. The Customer authorizes Manta to disclose any information obtained to any person for the purposes set out in this clause. Where the Customer is a natural person, the authorities under this clause are authorities or consents for the purposes of the Privacy Act 1993.

13. Miscellaneous:

Manta shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control. 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 implied. The Customer may not assign any of its rights or obligations under this contract without the prior written consent of Manta.

14. Personal Guarantee:

In consideration for Manta agreeing to complete the Building Work at the request of the Customer, where the Customer is an individual, company, or trust, the directors, or trustees, by engaging in works with Manta (and therefor automatically agreeing to the Terms of Trade stipulated in this document) also agree to all terms in their personal capacity and jointly and severally personally undertake as principal debtors to Manta the payment of any and all moneys owed by the Customer or contractors, or subcontractors to Manta, and indemnify Manta against non-payment.

15. Governing Law:

The within terms and conditions shall be governed by and construed in accordance with the laws of New Zealand and the parties shall submit to the exclusive jurisdiction of the New Zealand Courts.

16. Agency:

The Customer authorizes Manta to contract either as principal or agent for the provision of goods or services. Where Manta enters into a contract of the type referred to this clause the Customer agrees to pay any amounts due under that contract. Any list of proposed subcontractors supplied by Manta is provided on a without prejudice basis and Manta reserves the exclusive right to change subcontractors, and terms of the quotation(s) as per the listed Terms in the quotation(s).

17. Dispute Resolution:

In the event of a dispute or disagreement arising between Manta and the Customer, the party with a grievance may give written or verbal notice to the other party specifying the nature of the dispute or disagreement, the remedy sought and requiring that the dispute or disagreement be determined and settled in accordance with this clause. On receipt of the notice, the parties shall proceed with legal engagements. The party or parties pursuing or leading the legal proceedings will be held financially accountable for all associated costs, should their case be deemed unjust. The Customer agrees that should any goods or materials ("Goods") supplied by Manta be affixed or installed in a property such as to rend them a fixture of that property, the Customer agrees that in consideration of Manta allowing the goods to be so affixed or installed, the Customer shall upon written demand being made by Manta at any time but before payment in full is made to Manta, execute a Memorandum of Mortgage ("Mortgage") over the property in which the goods have become a fixture in favor of Manta (to be prepared by Manta's solicitors at the Customer's cost), for the amount equivalent to the unpaid balance owing plus any interest and costs owing thereon until paid in full. The terms of such mortgage shall be collateral to the terms hereof and payment in full of the amounts owing to Manta hereunder shall operate as a full discharge of the mortgage. Manta agrees not to make demand on the Customer to execute such a mortgage unless any of the following occur: (a) Failures to make payment on the due date; (b) Any composition with creditors, act of bankruptcy, winding up or receivership of the Customer. The Mortgage referred to in this clause 18

hereof shall be the ADLS form approved by the Registrar General of Land 2007/4237, and the covenants of the said form whether executed by the Customer or not shall be deemed to be included. The Customer hereby authorizes Manta to lodge and maintain a Caveat against the title to the property in which the goods have been affixed or installed for the protection of the agreement to mortgage described above should Manta in its absolute discretion consider it necessary to lodge such a Caveat. The Customer hereby grants to Manta an irrevocable power of attorney in relation to the property in which the goods have been affixed or installed to enable Manta to execute the mortgage referred to in this clause hereof should the mortgage not be executed by the Customer for any reason whatsoever provided that Manta will not execute a mortgage as attorney for the Customer unless Manta has requested in writing that the Customer execute the mortgage pursuant to the terms of this agreement and the Customer has failed to execute such a mortgage within five (5) working days of such request.

End.

Declaration of acceptance of Manta Property Maintenance Terms of Trade:

I

hereby accept the Terms of Trade outlined in this document and wish to engage in services with Manta Property Maintenance. I accept the responsibilities of the Customer outlined in this document, and as the Customer I grant and guarantee my or our compliance with these responsibilities.

Signed: _____

Date: _____