



Info@H20Cut.co.nz
027 328 2553

158 Middle Renwick Road
Springlands, Blenheim, NZ

www.H20cut.co.nz

**By using our services, you agree to the following terms and conditions.
(If you do not agree to these terms, please do not use our services.)**

Terms and conditions

1. Definitions

- 1.1 "Precision Water Jet Cutting Marlborough Ltd (Trading as H2O Cut)" shall mean Precision Water Jet Cutting Marlborough Ltd (Trading as H2O Cut), its successors and assigns or any person acting on behalf of and with the authority of Precision Water Jet Cutting Marlborough Ltd (Trading as H2O Cut).
- 1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by H20Cut to the Customer.
- 1.3 "Guarantor" shall mean that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by H2O Cut to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, work authorisation or any other forms as provided by H2O Cut to the Customer.
- 1.5 "Services" shall mean all services supplied by H2O Cut to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the price payable for the Goods as agreed between H2O Cut and the Customer in accordance within the clause of this contract.

2. Payment

- 2.1 All invoices must be paid in full within 7 days of the invoice date unless otherwise agreed in writing. Payments can be made bank transfer to our nominated account.
- 2.2 H2O Cut may require a deposit to be paid before commencement of any work.
- 2.3 H2O Cuts may determine the following:
 - (a) payment before delivery of the Goods; or
 - (b) Approved customers may be able to pay in instalments, a schedule of payments will be supplied and approved by H2O Cut and the customer before any work would commence.
- 2.4. Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If
- 2.5 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- 2.6 Interest can be charged at the Bank of New Zealand's Overdraft interest rate, plus 1.5% from the date that the invoice becomes overdue. It will compound monthly until such time as the invoice is settled.
- 2.7 All legal costs, court costs or any collection agency fees associated with the recovery of funds owing to H2O Cut will be payable by the customer.
- 2.8 H2O Cut may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. H2O Cut will not be liable to the Customer for any loss or damage the Customer suffers because H2O Cut has exercised its rights under this clause.
- 2.9 Minimum Charges may apply for small items.



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3. Quotations

- 3.1 All quotations provided by us are valid for 14 days from the date of issue unless otherwise stated in writing. Quotations are based on the information provided by you, and we reserve the right to amend the quotation if there are changes to the job specifications.

4. Drawings and Files provided by customer.

- 4.1 The scope of work will be outlined in the project proposal or quotation, and any changes to the scope of work must be agreed upon in writing. Any additional work outside the scope of the original project proposal or quotation will be subject to additional fees.
- 4.2 Any drawings undertaken by H2O Cut or its subcontractors are to be signed off in writing by the customer. We will not proceed until such time as we have this in writing via email or written on the invoice or acceptance of quote.
- 4.3 If the customer provides the information / drawings files to H2O Cut then all responsibility around measurements, angles, and anything else, risk is held by the customer and H2O Cut is not liable in any way for defects in regard to the incorrect nature of the information supplied.

5. Materials

- 5.1 It is the customers responsibility to advise what material all items are to be cut out of, the customer will advise which material and class of material is required (I.E 304 Stainless or 316 Stainless), this is to be signed off on the quote, or by email.
- 5.2 The customer can supply their own material.
- 5.3 H2O Cut can supply material if required.

6. Cancellation and rescheduling

- 4.1 If you need to cancel or reschedule a job, please notify us as soon as possible. A cancellation fee may be charged for jobs that are cancelled or rescheduled less than 24 hours before the scheduled start time. This is to cover setup, or any time taken organising your task.

7. Liability

- 5.1 We will not be liable for any loss or damage caused by our services, including but not limited to loss or damage to materials, loss of production, or loss of profit. Where there may be concern that the material that is to be cut may not be suitable for water jet cutting the customer will supply a small sample to be tested for cutting by H2O Cut. It is the customers responsibility to inspect, confirm and approve in writing any design and drawings supplied by H2O CUT and confirm the materials and part design are fit for purpose before any work is carried out by H2O Cut. Where drawings/design and material are supplied by the customer it is the responsibility of the customer to ensure that these are fit for purpose.

Intellectual property

- 6.1 You as the customer are responsible for ensuring that you have the necessary intellectual property rights for the materials you provide for waterjet cutting. We will not be liable for any infringement of intellectual property rights.
- 6.2 Where H2O CUT or its subcontractors has drawn Goods for the Customer, then the copyright in those drawings and documents shall remain vested with H2O Cut. and shall only be used by the Customer at H2O Cut discretion.
- 6.3 The Customer warrants that all drawings, designs, or instructions to H2O Cut will not cause H2O Cut to infringe any patent, copyright, registered design, or trademark in the execution of the Customer's order and the Customer agrees to indemnify H2O Cut against any action taken by a third party against H2O Cut in respect of any such infringement.

8. Confidentiality

- 7.1 We will treat all information provided by you as confidential and will not disclose it to any third party without your prior consent.

9. Force majeure

- 8.1 We will not be liable for any delay or failure to perform our services due to circumstances beyond our reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, or natural disasters.

9. Amendments

- 9.1 We reserve the right to amend these terms and conditions at any time by posting the amended terms on our website. Your continued use of our services after the posting of any amended terms constitutes your acceptance of the amended terms.



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10. General

- 10.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 10.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 10.3 H2O Cut shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by H2O Cut of these terms and conditions.
- 10.4 In the event of any breach of this contract by H2O CUT the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 10.5 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by H2O Cut nor to withhold payment of any invoice because part of that invoice is in dispute.
- 10.6 H2O Cut may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 10.7 The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.
- 10.8 The failure by H2O Cut to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect H2O Cut right to subsequently enforce that provision.