

# TERMS OF TRADE

---

## GUARANTEE

- Your franchisee owns their own business and is therefore determined to provide the highest possible standard of service.
- Each franchisee has undergone intense training and is a specialist in their field.
- The workmanship of each franchisee is fully guaranteed. This means if you are not happy, the sub franchisee will return until you are satisfied.
- Each franchisee provides their own cleaning equipment, thus eliminating those costs from your budget.

## TERMS AND CONDITIONS OF TRADE

1. Any instructions received by you in relation to the quote attached to these terms and conditions (the "Quote") and/or, as the case may be, the signing of the Quote (where applicable) by you shall constitute your acceptance of these terms and conditions and you agree to be bound by these terms and conditions.
2. You agree that the following shall apply in respect of the Quote:
  1. The franchisee shall perform the services described in the Quote (the "Services").
  2. All prices are inclusive of GST unless otherwise stated.
  3. You shall provide the franchisee with all necessary information and access required in order to perform the Services.
  4. Payment in full and cleared funds is required upon receipt of each invoice, unless otherwise agreed with the franchisee.
  5. If you fail to make the payment that is due and payable, interest (calculated daily from the due date until the date that payment is made in full) shall accrue and be payable on the overdue amount at the rate of 1.5% per calendar month, with such interest compounding monthly at such a rate after as well as before any judgment.
  6. If you default in payment of any amount when due, you shall indemnify the franchisee and owner (as applicable) from and against all costs and disbursements incurred (including solicitor/client costs on a full indemnity basis and collection agency costs), arising from, or consequent on, enforcement and/or collection of the overdue amount.
  7. You agree that any default by you in relation to these terms and conditions entitles the franchisee to suspend or terminate the supply of Services and Goods.
  8. Where the nature of the Services is such that it is covered by the Construction Contracts Act 2002 ("CCA") and the franchisee has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply
  9. Any quote will be valid for 14 days from the date of issue
  10. Any unforeseen work or materials required to complete the Services may be charged for in addition to any amounts set out in the Quote, following consultation with you.
  11. In the event the franchisee supplies any goods or materials in relation to the Services ("Goods"), the franchisee retains ownership of such Goods until payment of the goods are made in full and all risk in the Goods shall pass to you on delivery (or deemed delivery).
  12. Where the franchisee has designed Goods or type of Services for you, then the copyright in those designs shall remain vested with us.
  13. We will procure that the franchisees will take all reasonable care when providing the Service. Except to the extent required by law, we will not be liable to you for any loss, damage or expense you may suffer or incur in connection with the provision of Services and in any case, the liability of the franchisee and its sub franchisees will be limited to the actual direct damages suffered by you and will under no circumstances exceed the price of the services actually paid by you to us or the relevant sub franchisees. The franchisee shall not be liable to your indirect, consequential or special loss, or loss of profit, however arising, whether under contract, or otherwise.

14. We shall not be liable in any way to you or be deemed to be in breach of these Terms and Conditions if it fails to supply the Services as a result of anything outside of their reasonable control.
15. Where you are not a "Consumer" (as that term is defined in the Consumer Guarantees Act 1993) or where you are acquiring goods or services for the purpose of a business then:
  - (i) The provisions of the Consumer Guarantees Act 1993 shall not apply;
  - (ii) The only warranties, guarantees or undertakings we give you in relation to the Goods and / or Services (whether in relation to quality, fitness for purpose or otherwise) are those which we expressly stipulate to you in writing.However, where you are a Consumer, and are not purchasing Goods or Services for the purpose of a business, then notwithstanding anything contained in these Terms and Conditions you shall have all of the rights conferred on Consumers by the Consumer Guarantees Act.
16. A failure by a franchisee to exercise any right under these Terms and Conditions is not a waiver of, or variation to, that right.
17. 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.
18. These Terms and Conditions shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
19. You irrevocably authorise us to disclose information about you whether collected from you directly or obtained from any other source, to any credit provider or credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by you.
20. We reserves the right to review these Terms and Conditions at any time. If, following any such review, there is to be any change, that change will take effect from the date on which Bo's Mow's provides notice of the same. If you do not agree with the changes, then you may stop using the Services.