

1. Definitions:

1.1 "HIGH QUALITY WATERPROOFING" refers to HIGH QUALITY WATERPROOFING Ltd, its successors, assigns, or any authorized representative of HIGH QUALITY WATERPROOFING Ltd.

1.2 "Client" pertains to the individual or individuals who place orders for the Works, as indicated in any invoice, document, or order. In cases where there are multiple Clients, this term collectively includes all Clients, each held jointly and severally responsible.

1.3 "Works" encompasses all the services or materials provided by HIGH QUALITY WATERPROOFING to the Client upon the Client's request, as needed from time to time. (Where applicable, the terms "Works" and "Materials" may be used interchangeably in the given context.)

1.4 "Price" denotes the agreed-upon payment amount for the Works, as established through mutual agreement between HIGH QUALITY WATERPROOFING and the Client in accordance with clause 5 outlined below.

2. Acceptance:

2.1 When the Client places an order for or accepts the provision of any Works, they are deemed to have unequivocally accepted and are immediately obligated, both individually and collectively, by these terms and conditions.

2.2 Any alterations to these terms and conditions can only be made with the written consent of HIGH QUALITY WATERPROOFING and shall take precedence in the event of any contradictions with any other document or agreement between the Client and HIGH QUALITY WATERPROOFING.

3. Change in Control:

3.1 The Client must provide HIGH QUALITY WATERPROOFING with a written notice of at least fourteen (14) days in advance regarding any planned change in ownership of the Client or any alterations to the Client's information (including, but not limited to, modifications to the Client's name, address, contact phone or email/s, or business operations). The Client shall bear responsibility for any losses suffered by HIGH QUALITY WATERPROOFING due to the Client's non-compliance with this provision.

4. Authorised Representatives:

4.1 Unless otherwise restricted in accordance with clause 4.2, the Client agrees that when introducing any third party to HIGH QUALITY WATERPROOFING as the Client's duly authorised representative, once introduced, that individual shall possess full authority, granted by the Client, to place orders for any Works and/or request any modifications to such Works on the Client's behalf. This authority shall remain in effect until all requested Works have been completed or until the Client notifies HIGH QUALITY WATERPROOFING in writing that the designated person no longer serves as the Client's duly authorised representative.

4.2 In instances where the Client's duly authorised representative, as described in clause 4.1, is granted limited authority to act on the Client's behalf, the Client must provide HIGH QUALITY WATERPROOFING with clear and specific written instructions outlining the extent of the representative's authority.

4.3 The Client acknowledges and accepts full responsibility for any additional costs incurred by HIGH QUALITY WATERPROOFING, including HIGH QUALITY WATERPROOFING's profit margin, in delivering any requested Works or modifications thereof, as requested by the Client's duly authorised representative. (This is subject to any limitations imposed as per clause 4.2, if applicable.)

5. Payment Terms:

5.2 HIGH QUALITY WATERPROOFING retains the right to modify the Price under the following circumstances:

- (a) If there is a request for changes to the originally scheduled Works, including any associated plans or specifications.
- (b) When additional Works become necessary due to the discovery of hidden or unforeseeable challenges (such as adverse weather conditions, restricted site access, concealed or latent defects in the building or worksite, safety concerns, incomplete work by third parties, etc.), which are only revealed after the commencement of the Works.
- (c) In the event of uncontrollable cost increases incurred by HIGH QUALITY WATERPROOFING, specifically relating to labor or Materials.

5.3 HIGH QUALITY WATERPROOFING may, at its sole discretion, request a non-refundable deposit.

5.4 The Client must make timely payments for the Works, with the payment due date determined by HIGH QUALITY WATERPROOFING, which may be:

- (a) Upon the completion of the Works.
- (b) In accordance with HIGH QUALITY WATERPROOFING's specified progress payment schedule, which may include the reasonable value of approved variations and the cost of Materials delivered to the worksite but not yet installed.
- (c) As indicated on any invoice or other payment document.
- (d) Twenty (20) days after the end of the month in which a statement is mailed to the Client's address or address for notifications.
- (e) In the absence of contrary notice, within seven (7) days following the date of any invoice issued by HIGH QUALITY WATERPROOFING.

5.5 Payment may be made using various methods, including cash, bank cheque, electronic/online banking, credit card (with an additional surcharge of up to three percent (3%) of the Price), EFTPOS, PayPal, or any other method mutually agreed upon between the Client and HIGH QUALITY WATERPROOFING.

5.6 Unless stated otherwise, the Price does not include GST. The Client is responsible for paying HIGH QUALITY WATERPROOFING an amount equivalent to any GST owed by HIGH QUALITY WATERPROOFING for the provision of Works under this agreement or any other agreement. GST must be paid by the Client simultaneously with the Price, without offsetting or deductions, following the same schedule. Additionally, the Client must cover any other applicable taxes and duties, unless expressly incorporated into the Price.

5.7 Receipt of payment in any form other than cash shall not be considered as payment until such payment has been cleared, honored, or acknowledged. Until then, HIGH QUALITY WATERPROOFING's ownership or rights regarding the Works and this agreement shall remain intact.

6. Provision of the Works:

6.1 HIGH QUALITY WATERPROOFING is responsible for ensuring that the Works commence as promptly as reasonably possible, subject to clause 6.2.

6.2 In the event that HIGH QUALITY WATERPROOFING seeks an extension of time (by providing written notice to the Client) due to circumstances beyond their control, including but not limited to the Client's failure to:

- (a) make necessary selections;
- (b) prepare the worksite for the Works; or
- (c) notify HIGH QUALITY WATERPROOFING about the readiness of the worksite.

6.3 HIGH QUALITY WATERPROOFING may choose to deliver the Works in separate instalments. Each separate instalment will be invoiced and should be paid according to the terms outlined in these terms and conditions.

6.4 Any timeframe specified by HIGH QUALITY WATERPROOFING for the provision of the Works is approximate, and HIGH QUALITY WATERPROOFING shall not be held accountable for any losses or damages incurred by the Client due to any delays. Nevertheless, both parties agree to make reasonable efforts to facilitate the timely provision of the Works at the agreed-upon time and location. In situations where HIGH QUALITY WATERPROOFING is unable to provide the Works as originally agreed solely because of actions or inactions of the Client, HIGH QUALITY WATERPROOFING may charge a reasonable fee for rescheduling the Works for a later date.

6.5 The responsibility for the removal of debris from and cleaning of the worksite lies with the Client or the Client's agent. HIGH QUALITY WATERPROOFING is not responsible for this aspect of the project.

7. Risk:

7.1 Unless otherwise specified in writing by HIGH QUALITY WATERPROOFING, the responsibility for maintaining a contract works insurance policy for the Works lies with the Client. The Client acknowledges that they must arrange insurance:

(a) To cover the Works against loss or damage, with coverage not less than the total Price.

(b) To insure the full replacement value of the Client's existing structures made available to facilitate the execution of the Works, as well as structures adjacent to the Works, and to cover loss or damage to the Client's contents.

(c) To provide coverage against consequential loss resulting from loss or damage to the Client's existing structures made available for the execution of the Works.

7.2 If HIGH QUALITY WATERPROOFING determines that it needs to store Materials, fittings, appliances, plant, or tools required for the Works at the worksite, the Client is responsible for providing a secure storage area at the worksite (at no cost to HIGH QUALITY WATERPROOFING). The Client must also take reasonable precautions to protect these stored items from potential destruction, theft, or damage. If any of these items are destroyed, stolen, or damaged, the Client bears the cost of repair or replacement.

7.3 The Client acknowledges that Materials cannot be installed on wet surfaces or during inclement weather. Although HIGH QUALITY WATERPROOFING will minimize the impact of adverse weather conditions and work collaboratively with other trades, HIGH QUALITY WATERPROOFING is not responsible for any losses suffered by the Client or any other party due to delays in the provision of the Works resulting from inclement weather.

7.4 When HIGH QUALITY WATERPROOFING is tasked with installing Materials, the Client warrants that the structure of the premises or equipment where these Materials are to be installed is structurally sound and capable of supporting the installation and associated Works. HIGH QUALITY WATERPROOFING shall not be liable for any claims, demands, losses, damages, costs, or expenses arising from any inability of the premises or equipment to accommodate the installation.

7.5 Any advice, recommendations, information, assistance, or services provided by HIGH QUALITY WATERPROOFING concerning the Works are offered in good faith, based on HIGH QUALITY WATERPROOFING's knowledge and experience. Such advice or recommendations are provided without any liability on the part of HIGH QUALITY WATERPROOFING. It is the Client's responsibility to verify the accuracy and reliability of this information in light of how the Client intends to use the Works.

7.6 In cases where HIGH QUALITY WATERPROOFING provides advice or recommendations to the Client or the Client's agent regarding the suitability of the worksite for the Works, and such advice or recommendations are not followed, HIGH QUALITY WATERPROOFING may request written authorization from the Client or their agent to commence the Works. HIGH QUALITY WATERPROOFING shall not be held liable in any manner for any damages or losses occurring after the subsequent commencement of the Works.

7.7 Prior to commencing the Works, HIGH QUALITY WATERPROOFING will inspect all potential waterproofing surfaces. If the surface is deemed unsuitable (including when it is wet or during inclement weather), HIGH QUALITY WATERPROOFING reserves the right to suspend the Works until either:

(a) HIGH QUALITY WATERPROOFING is satisfied that the surface is sufficiently dry to proceed with the Works, or the Client authorizes the commencement of the Works regardless of surface conditions.

(b) HIGH QUALITY WATERPROOFING and the Client agree on the additional cost required for further surface preparation to make it suitable for waterproofing. This additional cost will be treated as a variation to the quotation as per clause 5.2.

8. Client Responsibilities:

8.1 It is mutually understood between HIGH QUALITY WATERPROOFING and the Client, and agreed upon by the Client, that the following responsibilities fall upon the Client:

(a) Ensuring that HIGH QUALITY WATERPROOFING has uninterrupted and unobstructed access to the worksite at all times, including providing on-site parking space for two (2) vehicles. HIGH QUALITY WATERPROOFING shall not bear any responsibility for loss or damage to the worksite, which includes but is not limited to damage to pathways, driveways, and concrete, paved, or grassed areas, unless such loss or damage is attributable to HIGH QUALITY WATERPROOFING's negligence.

(b) Providing scaffolding for any work areas exceeding three meters (3m) in height, complete with safe and appropriate access, including all necessary safety barriers or lines. It is also agreed that all erected scaffolding will conform to industry safety standards, and any individual responsible for its erection shall possess suitable qualifications to ensure its safe and correct installation. If required, such individuals must hold a current certificate of competency and/or be fully licensed.

(c) Ensuring that any surface designated for waterproofing is suitable for the intended purpose. In the event that the Client requests HIGH QUALITY WATERPROOFING to prepare the surface for waterproofing, HIGH QUALITY WATERPROOFING reserves the right to charge an additional fee for this extra work, which shall be immediately due and payable at HIGH QUALITY WATERPROOFING's sole discretion.

(d) Guaranteeing that no other tradespeople work on the membrane applied to the surface until the membrane is fully dried and cured in accordance with the manufacturer's specifications. HIGH QUALITY WATERPROOFING shall not be held liable for any costs, damages, or losses arising from the Client's failure to adhere to this clause.

9. Dimensions, Plans, and Specifications:

9.1 Unless otherwise stipulated in writing by HIGH QUALITY WATERPROOFING and the Client, all customary building industry tolerances shall be applicable to the dimensions and measurements of the Works.

9.2 HIGH QUALITY WATERPROOFING is entitled to place reliance on the accuracy of any plans, specifications, and other information supplied by the Client or the Client's representative. In cases where providing a quotation for the provision of the Works necessitates HIGH QUALITY WATERPROOFING to estimate measurements and quantities, it is the Client's responsibility to verify their accuracy before accepting such a quotation. If the Client wishes to make changes to the estimated measurements and quantities, the Client must formally request these changes in writing before accepting the quotation.

10. Compliance with Laws:

10.1 Both the Client and HIGH QUALITY WATERPROOFING shall adhere to the provisions of all relevant statutes, regulations, and bylaws enforced by government, local authorities, and other public bodies pertaining to the Works. This includes compliance with occupational health and safety laws applicable to building/construction sites, as well as any other pertinent safety standards or legislation.

10.2 The Client is responsible for securing all licenses and approvals necessary for the execution of the Works, at the expense of the Client.

11. Title:

11.1 HIGH QUALITY WATERPROOFING and the Client mutually agree that the Client's obligations to HIGH QUALITY WATERPROOFING for the provision of the Works shall not terminate (and ownership of the Materials shall not transfer) until:

(a) The Client has settled all outstanding amounts owed to HIGH QUALITY WATERPROOFING.

(b) The Client has fulfilled all other obligations owed to HIGH QUALITY WATERPROOFING concerning all contracts between HIGH QUALITY WATERPROOFING and the Client.

11.2 It is further agreed that:

(a) Until ownership of the Materials is transferred to the Client in accordance with clause 11.1, the Client holds the Materials merely as a bailee and must, unless the Materials have become fixtures, return the Materials to HIGH QUALITY WATERPROOFING upon request.

(b) The Client holds the benefits of insurance on the Materials in trust for HIGH QUALITY WATERPROOFING and must remit to HIGH QUALITY WATERPROOFING the proceeds of any insurance claims if the Materials are lost, damaged, or destroyed. The presentation of these terms and conditions by HIGH QUALITY WATERPROOFING shall constitute sufficient evidence of HIGH QUALITY WATERPROOFING's entitlement to receive insurance proceeds directly from the insurer, eliminating the need for further inquiries by any party dealing with HIGH QUALITY WATERPROOFING.

(c) Unless the Materials have become fixtures, the Client irrevocably authorizes HIGH QUALITY WATERPROOFING to access any premises where HIGH QUALITY WATERPROOFING believes the Materials are stored and regain possession of the Materials.

(d) The Client shall not pledge, encumber, or otherwise encumber the Materials, nor transfer, grant, or relinquish any interest in the Materials while they remain the property of HIGH QUALITY WATERPROOFING.

(e) HIGH QUALITY WATERPROOFING may initiate legal proceedings to recover the Price, even if ownership of the Materials has not yet passed to the Client.

12. Personal Property Securities Act 1999 ("PPSA"):

12.1 By providing written assent to these terms and conditions, the Client acknowledges and agrees that:

(a) These terms and conditions constitute a security agreement under the PPSA.

(b) A security interest is established in all collateral (accounts), representing the monetary obligations of the Client to HIGH QUALITY WATERPROOFING for previously provided Works (if any) and future Works to be provided by HIGH QUALITY WATERPROOFING to the Client.

12.2 The Client commits to:

(a) Signing any additional documents and/or supplying any further information (with completeness, accuracy, and currency) that HIGH QUALITY WATERPROOFING may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register.

(b) Indemnifying HIGH QUALITY WATERPROOFING and promptly reimbursing it for all expenses incurred in the registration of a financing statement or financing change statement on the Personal Property Securities Register or in releasing any registration made therein.

(c) Not registering a financing change statement or a change demand without obtaining prior written consent from HIGH QUALITY WATERPROOFING.

12.3 HIGH QUALITY WATERPROOFING and the Client mutually agree that the provisions of sections 114(1)(a), 133, and 134 of the PPSA shall not apply to these terms and conditions.

12.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA.

12.5 Unless otherwise specified in writing by HIGH QUALITY WATERPROOFING, the Client waives its entitlement to receive a verification statement as stipulated in section 148 of the PPSA.

12.6 The Client unconditionally ratifies all actions taken by HIGH QUALITY WATERPROOFING in accordance with clauses 12.1 through 12.5.

13. Security and Charge:

13.1 In consideration of HIGH QUALITY WATERPROOFING agreeing to provide the Works, the Client pledges all of its rights, title, and interest (whether joint or several) in any land, real estate, or other assets that can be subject to a charge, whether presently owned by the Client or acquired in the future, as security for the Client's fulfilment of its obligations under these terms and conditions, which includes but is not limited to the payment of any sums due.

13.2 The Client shall indemnify HIGH QUALITY WATERPROOFING against all costs and expenses incurred by HIGH QUALITY WATERPROOFING, including legal costs assessed on a solicitor and own client basis, in the course of exercising HIGH QUALITY WATERPROOFING's rights under this clause.

13.3 The Client irrevocably designates HIGH QUALITY WATERPROOFING and each director of HIGH QUALITY WATERPROOFING as the Client's true and authorized attorney(s) to perform all requisite actions to implement the provisions of this clause 13, which may include but is not limited to, executing any document on the Client's behalf.

14. Client's Disclaimer:

14.1 The Client hereby waives any right to rescind or cancel any contract with HIGH QUALITY WATERPROOFING, pursue legal action for damages, or seek restitution based on any unintentional misrepresentation made to the Client by HIGH QUALITY WATERPROOFING. The Client acknowledges that the decision to procure the Works is made exclusively on the Client's own skill and judgment.

15. Defects, Errors, and Omissions:

15.1 Upon completion of the Works, the Client is responsible for conducting an inspection and, within seven (7) days of such completion (with timeliness being essential), must notify HIGH QUALITY WATERPROOFING of any alleged defect, error, omission, shortage in quantity, damage, or failure to conform with the description or quote. If the Client believes that the Works are flawed in any way, the Client must provide HIGH QUALITY WATERPROOFING with a reasonable opportunity to inspect the Works following such notification. Failure by the Client to adhere to these provisions will result in the presumption that the Works are devoid of any defect or damage. In the case of defective Works, where HIGH QUALITY WATERPROOFING has given written consent that the Client has the right to reject them, HIGH QUALITY WATERPROOFING's liability is limited to either (at HIGH QUALITY WATERPROOFING's discretion) rectifying or re-providing the Works.

16. Warranties:

16.1 Subject to the conditions specified in clause 16.2, HIGH QUALITY WATERPROOFING provides a warranty that in the event any workmanship defect by HIGH QUALITY WATERPROOFING becomes evident and is reported within five (5) years (or as otherwise indicated in the approved quote) from the date of completion (with a focus on prompt reporting), HIGH QUALITY WATERPROOFING may, at its sole discretion, choose to either replace or rectify the workmanship.

16.2 The conditions governing the warranty provided in clause 16.1 are as follows:

(a) The warranty does not cover defects or damage that may result, in whole or in part, from:

- (i) Neglect on the part of the Client to adequately maintain the surface.
- (ii) The Client's failure to adhere to any instructions or guidelines supplied by HIGH QUALITY WATERPROOFING.
- (iii) The use of the surface for purposes other than those specified in a quote or order form.
- (iv) The continued use of the surface after the defect becomes apparent or should have become apparent to a reasonably prudent operator or user.
- (v) Normal wear and tear, accidents, or acts of nature.

(b) For all claims, HIGH QUALITY WATERPROOFING shall not be liable to compensate the Client for any delays in replacing or rectifying the workmanship or in properly evaluating the Client's claim.

16.3 The warranty aligns with the current warranty offered by the Materials manufacturer. HIGH QUALITY WATERPROOFING is not bound by nor responsible for any terms, conditions, representations, or warranties other than those provided by the manufacturer.

16.4 Prior to commencing any work, all warranty claims must receive approval from HIGH QUALITY WATERPROOFING. Failure to comply will result in the nullification of any warranty applicable to HIGH QUALITY WATERPROOFING Services. Furthermore, if workmanship is repaired, altered, or overhauled without HIGH QUALITY WATERPROOFING's consent, HIGH QUALITY WATERPROOFING shall not be liable under any previously offered warranty.

16.5 The terms and conditions governing the warranty on Goods supplied by HIGH QUALITY WATERPROOFING are outlined in the "Warranty Documentation" provided with the Goods upon delivery/installation. The warranty becomes applicable to the Goods only after HIGH QUALITY WATERPROOFING has received full payment for all Goods and Services rendered.

17. Producer Statements and Record of Work:

17.1 HIGH QUALITY WATERPROOFING will not provide PS3 and ROW documentation until the work is entirely finished, and a final Quality Assurance inspection has been conducted by a HIGH QUALITY WATERPROOFING representative.

17.2 PS1 and PS4 documents will only be issued by HIGH QUALITY WATERPROOFING if specified differently in the approved quote.

18. Quality Assurance:

18.1 HIGH QUALITY WATERPROOFING will use the supplied QA form from material suppliers (when available) and HIGH QUALITY WATERPROOFING-owned QA form. We will not accept any 3rd party QA forms unless otherwise stated on the approved quote."

18.2 The final Quality Assurance inspection by HIGH QUALITY WATERPROOFING will be scheduled and conducted only once full payment for all Goods and Services provided has been received.

19. Consumer Guarantees Act 1993:

19.1 If the Client is obtaining Works for trade or business purposes, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not govern the provision of Works by HIGH QUALITY WATERPROOFING to the Client.

20. Intellectual Property:

20.1 In cases where HIGH QUALITY WATERPROOFING has conceived, designed, drafted, or generated plans, schedules of Works, or any Materials for the Client, the copyright for all such designs, drawings, documents, plans, schedules, and Materials shall remain the property of HIGH QUALITY WATERPROOFING and may only be used at the discretion of HIGH QUALITY WATERPROOFING.

20.2 The Client warrants that all designs, specifications, or instructions provided to HIGH QUALITY WATERPROOFING will not result in any infringement of patents, registered designs, or trademarks when executing the Client's order.

The Client also agrees to indemnify HIGH QUALITY WATERPROOFING against any legal action taken by a third party against HIGH QUALITY WATERPROOFING due to such infringement.

20.3 The Client consents to HIGH QUALITY WATERPROOFING using, at no expense, any documents, designs, drawings, plans, or digital media related to the Works that HIGH QUALITY WATERPROOFING has supplied (or Materials created for) the Client for marketing purposes or participation in any competitions.

21. Default and Consequences of Default:

21.1 Interest on overdue invoices will accrue daily from the due date of payment until the actual payment date at a rate of two and a half percent (2.5%) per calendar month. At the sole discretion of HIGH QUALITY WATERPROOFING, this interest may compound monthly at the same rate, both before and after any judgment.

21.2 If the Client is indebted to HIGH QUALITY WATERPROOFING, the Client shall indemnify HIGH QUALITY WATERPROOFING against all costs and expenses incurred in the recovery of the debt. This includes, but is not limited to, internal administration fees, legal fees based on a solicitor and own client scale, costs associated with HIGH QUALITY WATERPROOFING's collection agency, and bank dishonour fees.

21.3 Without prejudicing any other remedies available to HIGH QUALITY WATERPROOFING, if the Client breaches any obligation under these terms and conditions (including payment obligations), HIGH QUALITY WATERPROOFING reserves the right to suspend or terminate the provision of Works to the Client. HIGH QUALITY WATERPROOFING shall not be liable for any loss or damage suffered by the Client due to the exercise of these rights under this clause.

21.4 Without limiting HIGH QUALITY WATERPROOFING's other legal remedies, HIGH QUALITY WATERPROOFING may cancel any unfulfilled portion of the Client's order if:

(a) Any payment to HIGH QUALITY WATERPROOFING becomes overdue, or if HIGH QUALITY WATERPROOFING reasonably believes that the Client will be unable to make a payment when it falls due.

(b) The Client becomes insolvent or declares bankruptcy, calls a meeting with its creditors, proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors.

(c) A receiver, manager, liquidator (provisional or otherwise), or a similar party is appointed in relation to the Client or any of the Client's assets.

22. Cancellation:

22.1 HIGH QUALITY WATERPROOFING retains the right to cancel any contract governed by these terms and conditions or to terminate the provision of Works before the commencement of the Works by providing written notice to the Client. In such cases, HIGH QUALITY WATERPROOFING will refund to the Client any payments made for the Price, deducting any outstanding amounts owed by the Client to HIGH QUALITY WATERPROOFING for previously supplied Materials. HIGH QUALITY WATERPROOFING will not be responsible for any loss or damage resulting from such cancellation.

22.2 If the Client decides to cancel the provision of Works, the Client shall be responsible for all losses incurred (whether direct or indirect) by HIGH QUALITY WATERPROOFING as a direct consequence of the cancellation. This includes, but is not limited to, any loss of profits.

22.3 HIGH QUALITY WATERPROOFING retains the right to cancel any ongoing or completed contract, and or warranty that governed by these terms and conditions for verbal or physical abuse, harassment, treats, bullying or any other circumstance that endangers that Health and Safety of our employees and or subcontractors. HIGH QUALITY

WATERPROOFING will not be responsible for any loss or damage resulting from such cancellation, and the Client shall be responsible for all losses incurred (whether direct or indirect) by HIGH QUALITY WATERPROOFING as a direct consequence of this cancellation. This includes, but is not limited to, any loss of profits.

23. Privacy Act 2020:

23.1 The Client grants HIGH QUALITY WATERPROOFING or its agent authorization to:

(a) Access, collect, retain, and utilize any information concerning the Client:

(i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of evaluating the Client's creditworthiness; or

(ii) for marketing products and services to the Client.

(b) Disclose information about the Client, whether obtained directly from the Client or from any other source, to any other credit provider or credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection, or notifying a default by the Client.

23.2 If the Client is an individual, the permissions granted under clause 23.1 are deemed authorities or consents under the Privacy Act 2020.

23.3 The Client shall have the right to request HIGH QUALITY WATERPROOFING for a copy of the information retained by HIGH QUALITY WATERPROOFING about the Client and the right to request HIGH QUALITY WATERPROOFING to rectify any inaccurate information held by HIGH QUALITY WATERPROOFING about the Client.

24. Construction Contracts Act 2002:

24.1 The Client explicitly acknowledges that:

(a) HIGH QUALITY WATERPROOFING has the right to suspend the Works within five (5) working days of providing written notice of its intent to do so if a payment claim is served on the Client, and:

(i) the payment is not paid in full by the due date for payment, and no payment schedule has been provided by the Client; or

(ii) a scheduled amount stated in a payment schedule issued by the Client in response to the payment claim is not paid in full by the due date for payment; or

(iii) the Client has failed to comply with an adjudicator's notice requiring the Client to make a specified payment to HIGH QUALITY WATERPROOFING by a particular date; and

(iv) HIGH QUALITY WATERPROOFING has notified the Client in writing of its intention to suspend the performance of construction work under the construction contract.

(b) If HIGH QUALITY WATERPROOFING suspends the Works, it:

(i) is not in breach of the contract;

(ii) is not liable for any loss or damage suffered, or claimed to be suffered, by the Client or any person claiming through the Client;

(iii) is entitled to an extension of time to complete the contract;

(iv) retains its rights under the contract, including the right to terminate the contract; and may lift the suspension at any time, even if the amount remains unpaid or an adjudicator's determination has not been complied with.

(c) If HIGH QUALITY WATERPROOFING exercises the right to suspend work, this exercise of the right does not:

(i) affect any rights that HIGH QUALITY WATERPROOFING would otherwise have had under the Contractual Remedies Act 1979; or

(ii) enable the Client to exercise any rights that may have otherwise been available to the Client under that Act solely as a direct result of HIGH QUALITY WATERPROOFING suspending the Works under this provision.

25. Dispute Resolution:

25.1 If a dispute arises between the parties to this contract, either party shall send a written notice of dispute to the other party, adequately identifying and providing details of the dispute. Within fourteen (14) days after receiving a notice of dispute, the parties shall meet at least once to attempt to resolve the dispute. Each party at such a conference shall be represented by an individual with the authority to agree to a resolution of the dispute. If the dispute cannot be resolved through these discussions, either party may, by delivering a further written notice by hand or sending it by certified mail to the other party, refer the dispute to arbitration. The arbitration shall be conducted by a single arbitrator agreed upon by both parties, or in the absence of an agreement, by two arbitrators (one appointed by each party) and an umpire (appointed by the arbitrators before the arbitration process begins). The arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996.

26. General Terms and Conditions:

26.1 The failure by HIGH QUALITY WATERPROOFING to enforce any provision of these terms and conditions shall not be considered a waiver of that provision, nor shall it affect HIGH QUALITY WATERPROOFING's right to subsequently enforce that provision. If any provision of these terms and conditions is found to be invalid, void, illegal, or unenforceable, the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.

26.2 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.

26.3 HIGH QUALITY WATERPROOFING shall not be liable to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by HIGH QUALITY WATERPROOFING of these terms and conditions. Alternatively, HIGH QUALITY WATERPROOFING's liability shall be limited to damages that, under no circumstances, shall exceed the Price.

26.4 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by HIGH QUALITY WATERPROOFING, nor to withhold payment of any invoice because part of that invoice is in dispute.

26.5 HIGH QUALITY WATERPROOFING may license or sub-contract all or any part of its rights and obligations without the Client's consent.

26.6 The Client agrees that HIGH QUALITY WATERPROOFING may amend these terms and conditions at any time. If HIGH QUALITY WATERPROOFING makes changes to these terms and conditions, then those changes will take effect from the date on which HIGH QUALITY WATERPROOFING notifies the Client of such changes. The Client will be considered to have accepted such changes if the Client makes a further request for HIGH QUALITY WATERPROOFING to provide any Works to the Client.

26.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, or other event beyond the reasonable control of either party.

26.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorizations to allow it to do so, it is not insolvent, and that this agreement creates binding and valid legal obligations on it.