

GRINDFORCE

TERMS AND CONDITIONS OF TRADE

A Brilliant Concrete Grinder Company Limited trading as Grindforce

Effective 7 August 2026

KEY QUOTATION ASSUMPTIONS

Concrete strength: Unless the Quotation says otherwise, pricing assumes the concrete is no more than 25 MPa. Harder concrete or unusually abrasive concrete is an extra.

Polyurethane and coatings: Polyurethane, epoxy, glue, paint, sealers, membranes, levelling compounds and other substances exposed during grinding are excluded unless expressly included and will be charged as a Variation.

Appearance: Grinding reveals the slab that was poured. Aggregate exposure, colour, cracks, repairs, pinholes, edges, flatness and sheen may vary and a perfectly uniform finish is not guaranteed.

Site readiness: The work area must be cleared, accessible and supplied with suitable power, water and facilities. Waiting time, return visits and customer-caused delays may be charged.

Asbestos and hazards: The Customer must disclose suspected asbestos or hazardous materials and arrange testing and lawful removal where required. Grindforce may stop work immediately if a hazard is suspected.

Payment: Unless Danny or another Authorised Representative agrees otherwise in writing before the work, payment is due within seven calendar days after receipt of the invoice.

These key points are a summary only. The full Terms below form part of every Contract.

IMPORTANT: These Terms apply to every quotation and supply by Grindforce. By accepting a Quotation, paying a deposit, asking Grindforce to start, or allowing Grindforce to continue the Supply, the Customer accepts these Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context requires otherwise:

"Authorised Representative" means Danny or any other person authorised by Grindforce to agree commercial or operational matters on Grindforce's behalf.

"Business Customer" means a Customer that acquires the Supply in trade for the purposes of its business.

"Completion" means substantial completion of the Supply so that the completed work is reasonably capable of its intended use, notwithstanding minor defects, omissions or touch-ups that do not materially prevent that use.

"Contract" means the agreement between Grindforce and the Customer comprising the accepted Quotation, these Terms, any specifications or schedules expressly incorporated into the Quotation, and all agreed Variations.

"Customer" means the person, company, trust, partnership or other entity to whom the Quotation is addressed, and includes any person who instructs Grindforce to perform the Supply with authority on that entity's behalf.

"Goods" means goods and materials supplied by Grindforce as part of the Supply.

"Grindforce" means A Brilliant Concrete Grinder Company Limited trading as Grindforce, and includes its employees, agents and subcontractors where the context permits.

"Hidden Condition" means any physical, chemical, structural, environmental or site condition that was not reasonably apparent from the information and access available when Grindforce prepared the Quotation.

"Price" means the price stated or calculated under the Quotation and these Terms, as adjusted by any Variation.

"Quotation" means Grindforce's written quotation or proposal for the Supply, including its scope, assumptions, exclusions, rates and attachments.

"Site" means the place where the Supply is to be performed or Goods are to be delivered.

"Supply" means all services, work, labour, Goods, equipment and materials supplied by Grindforce under the Contract.

"Terms" means these Terms and Conditions of Trade, as replaced or amended by Grindforce from time to time for future Contracts.

"Variation" means a change to the scope, method, sequence, quantity, timing, conditions or cost of the Supply.

"Working Day" has the meaning given in the Construction Contracts Act 2002 where that Act applies and otherwise means a day other than a Saturday, Sunday or public holiday in the region of the Site.

1.2 Headings are for convenience only. The singular includes the plural and vice versa. "Including" does not limit the words that precede it. References to legislation include amendments, replacements and subordinate legislation.

2. APPLICATION AND ORDER OF PRECEDENCE

2.1 These Terms apply to every Supply by Grindforce unless an Authorised Representative expressly agrees otherwise in writing.

2.2 If there is any inconsistency, the following order of precedence applies: first, a written Variation signed or confirmed by an Authorised Representative; second, the specific terms and scope in the Quotation; third, these Terms; and fourth, any other document incorporated by reference.

2.3 Any terms submitted by the Customer, including purchase-order terms, are excluded unless Grindforce expressly accepts them in writing.

2.4 Where mandatory law applies, the Contract is read subject to that law and any inconsistent mandatory provision prevails only to the extent required.

3. QUOTATION AND ACCEPTANCE

3.1 A Quotation is an offer to perform the Supply on its stated assumptions, clarifications and exclusions. Unless the Quotation states another period, it remains open for 30 days from its date and may be withdrawn before acceptance.

3.2 The Customer accepts the Quotation and forms a binding Contract by any one or more of the following:

- (a) signing or electronically accepting the Quotation or acceptance form;
- (b) emailing, messaging or otherwise confirming acceptance;
- (c) paying a deposit or other amount requested under the Quotation; or
- (d) instructing Grindforce, verbally or in writing, to begin or continue the Supply.

3.3 A person accepting the Quotation on behalf of a Customer warrants that they have authority to bind the Customer.

4. SCOPE AND QUOTATION ASSUMPTIONS

4.1 The Supply is limited to the work expressly described in the Quotation. Anything not expressly included is excluded.

4.2 Unless the Quotation states otherwise, the Price is based on the assumptions that:

- (a) the Site conditions visible or disclosed when the Quotation was prepared are representative of the entire work area;
 - (b) all information, drawings, measurements, specifications and instructions supplied by or for the Customer are complete and accurate;
 - (c) the concrete has a compressive strength of no more than 25 MPa and is reasonably suitable for the quoted process;
 - (d) the work can be performed in a continuous and efficient sequence during normal working hours, being 7:00 am to 6:00 pm Monday to Friday;
 - (e) the Site is ready, clear, safe and accessible on the agreed date;
 - (f) suitable power, water, toilet facilities, lighting, parking and loading access are available without charge;
 - (g) marking out is completed by the Customer or main contractor unless included in the Quotation;
 - (h) scaffolding, hoarding, edge protection and other access systems are provided by the Customer or main contractor unless included in the Quotation; and
 - (i) no Hidden Condition or undisclosed hazardous material will affect the Supply.
- 4.3** Grindforce is entitled to rely on information supplied by the Customer, the main contractor, consultants and other persons involved in the project. Grindforce is not responsible for loss caused by inaccurate, incomplete or late information except to the extent Grindforce failed to exercise reasonable care.

5. VARIATIONS

- 5.1** A Variation includes additional work or cost arising from a Customer request, changed instructions, revised plans, an inaccurate quantity or measurement, a Hidden Condition, delayed or restricted access, unsuitable Site conditions, work by other trades, a health and safety requirement, a statutory requirement, or anything outside the assumptions or scope of the Quotation.
- 5.2** Where reasonably practicable, Grindforce will advise the Customer of the nature and likely effect of a material Variation before carrying it out. A Variation may be approved by email, text message, signed site record, purchase order or verbal site instruction from the Customer or its nominated representative.
- 5.3** The Customer must nominate a representative with authority to give Site instructions and approve Variations. Grindforce may rely on instructions from that representative or from any person who reasonably appears to have that authority.
- 5.4** Grindforce may carry out reasonably necessary additional work without prior approval where immediate action is required for safety, to protect persons or property, to prevent deterioration or damage, or where stopping would cause disproportionate delay, remobilisation cost or loss. Grindforce will notify the Customer as soon as reasonably practicable.
- 5.5** Variations are charged at the rates in the Quotation or, if no applicable rate is stated, at Grindforce's current reasonable rates for labour, equipment, tooling, materials, travel, disposal, subcontractors and administration, plus GST.

6. PRICE, ESTIMATES AND COST CHANGES

- 6.1** The Price is the amount stated or calculated under the Quotation, plus GST unless the Quotation expressly states that GST is included.
- 6.2** If no price or rate is agreed in writing, Grindforce may charge its current reasonable rates at the date the Supply is performed.
- 6.3** Where the Quotation is an estimate or cost-plus arrangement, it is a best estimate only and is not a fixed price. Grindforce may charge the actual reasonable cost of the Supply in accordance with the stated rates or pricing method.
- 6.4** Grindforce will use reasonable endeavours to notify the Customer when it becomes aware that an estimate is likely to be materially exceeded. Unless the Customer promptly directs Grindforce to stop and it is safe and reasonable to do so, Grindforce may continue the Supply and charge for work performed and committed costs.
- 6.5** Where an estimate is likely to be exceeded by 50% or more, Grindforce will seek instructions before continuing unless clause 5.4 applies or stopping would cause loss, unsafe conditions or unrecoverable commitments.
- 6.6** A prime cost sum or allowance is an estimate only. The Price will be adjusted to reflect the actual cost of the item or work selected or required, together with any applicable margin stated in the Quotation.
- 6.7** Grindforce may adjust the Price for a reasonable increase in the cost or availability of labour, fuel, freight, tooling, equipment, materials or subcontractors occurring after the Quotation and beyond Grindforce's reasonable control, provided Grindforce gives notice before the affected Supply where reasonably practicable.
- 6.8** Unless the Quotation states otherwise, the Price includes Grindforce's ordinary health and safety costs, plant and equipment reasonably necessary for the quoted scope, and ordinary travel costs. Overtime, special access, accommodation, specialist equipment and exceptional travel are additional where required by the Customer, Site conditions or programme.

7. CONCRETE, COATINGS AND HIDDEN FLOOR CONDITIONS

- 7.1** Unless the Quotation expressly states otherwise, the Price assumes the concrete to be worked on has a compressive strength of no more than 25 MPa. If the concrete exceeds 25 MPa, is unusually hard, abrasive, soft, weak or variable, or otherwise requires additional time, labour, passes, tooling, diamonds, equipment or consumables, the additional work and cost are a Variation.
- 7.2** Unless expressly included, the Price excludes removal or treatment of polyurethane that has penetrated the concrete, filled cracks or joints, or is exposed during grinding. All additional labour, tooling, equipment, materials, disposal and time required to remove or treat that polyurethane are a Variation.
- 7.3** The same principle applies to any epoxy, paint, sealer, curing compound, glue, adhesive, mastic, bituminous product, membrane, levelling compound, topping, plaster, grout, filler, coating, oil, grease, chemical, fibre, metal, foreign object, contaminated material, previous repair or other substance or condition not expressly included in the Quotation.
- 7.4** Other Hidden Conditions may include moisture, laitance, friable or delaminated concrete, inadequate curing, surface hardeners, unexpected reinforcing, synthetic or steel fibres, cracks, spalling, voids, pinholes, inconsistent pours, structural movement and areas inaccessible to the quoted machinery.
- 7.5** Any test, sample grind, moisture reading, scan or visual inspection is limited to the location and conditions tested and does not guarantee that the remainder of the Site is identical.

8. FINISH, APPEARANCE AND PERFORMANCE

- 8.1** Concrete grinding, polishing and surface preparation reveal and respond to the existing slab. Grindforce does not manufacture the underlying concrete and cannot guarantee a perfectly uniform decorative result.
- 8.2** The Customer acknowledges that the completed appearance may vary in aggregate exposure, aggregate size and distribution, colour, tone, texture, flatness, sheen, reflectivity, porosity, pinholes, edges, corners, cracks, joints, previous repairs, stains and differences between pours or batches.
- 8.3** A specified exposure level or finish is a target. Achieving it may require different grinding depths across the floor, and some areas may expose more or less aggregate because of slab flatness, placement, finishing or previous treatment.
- 8.4** Existing cracks, joints, stains, repairs, depressions and defects may remain visible or become more visible after grinding. Filling, patching or repair material may differ in colour, texture and sheen from the surrounding concrete.
- 8.5** Photographs, samples, display floors and small test areas are indicative only. They do not constitute a guarantee that the entire Site will match them.
- 8.6** Unless the Quotation expressly specifies a tested slip-resistance requirement, Grindforce does not warrant a particular slip-resistance classification. Slip resistance can be affected by finish, contamination, wear, moisture, cleaning methods and maintenance.
- 8.7** The Customer must follow all curing, drying, cleaning, sealing and maintenance instructions. Ordinary wear, scratching, staining, chemical attack and loss of sheen over time are not workmanship defects.

9. ASBESTOS AND HAZARDOUS MATERIALS

- 9.1** The Customer must disclose any known or suspected asbestos, silica hazard beyond that ordinarily associated with concrete work, lead, mould, hazardous chemical, contaminated soil or other hazardous material at or near the work area.
- 9.2** Where the floor previously contained vinyl, lino, tiles, backing, mastic, adhesive or other material that may contain asbestos, the Customer must arrange and pay for appropriate testing before Grindforce starts if Grindforce reasonably requests it or if testing is required by law or good industry practice.
- 9.3** Testing, removal, clearance and disposal of asbestos or other hazardous material must be performed by competent and, where required, licensed persons. Those activities are excluded from the Price unless expressly included.
- 9.4** If Grindforce suspects a hazardous material, it may stop work, isolate the area and require testing, removal or clearance before returning. The resulting delay, shutdown, protection, cleaning, remobilisation, disposal and other reasonable costs are a Variation unless the hazard was caused by Grindforce.

10. EMBEDDED SERVICES AND STRUCTURAL INFORMATION

- 10.1** Before work begins, the Customer must identify and accurately mark all services and structural features that may be affected, including underfloor heating, electrical cables, pipes, drains, gas lines, post-tensioning, conduits, membranes, reinforcement and embedded fittings.
- 10.2** The Customer must provide reliable drawings, scans or professional advice where reasonably required. Grindforce may refuse or suspend work until adequate information is provided.

- 10.3** Grindforce is not liable for damage to an undisclosed, incorrectly located or inadequately protected service or structural feature, except to the extent the damage was caused by Grindforce's failure to exercise reasonable care and skill.

11. SITE READINESS, ACCESS AND CUSTOMER OBLIGATIONS

11.1 The Customer must:

- (a) deal with Grindforce in good faith and promptly disclose information material to the Supply;
- (b) ensure all information, dimensions, specifications and instructions are accurate;
- (c) provide safe, lawful and uninterrupted access to the Site at the agreed times;
- (d) clear the work area of furniture, appliances, stock, rubbish, loose materials and other obstructions;
- (e) provide suitable parking, loading access, lighting, ventilation, power, water, toilet facilities and any required washout or waste location;
- (f) obtain all owner, landlord, body-corporate, building, resource, traffic, access and other approvals for which the Customer is responsible;
- (g) coordinate other contractors and keep other trades, occupants, children, pets and unauthorised persons out of the work area;
- (h) remove or protect sensitive electronics, alarms, ventilation systems, furnishings, stock and equipment from dust, vibration and slurry;
- (i) provide any scaffolding, hoarding, edge protection, lifting or special access stated as a Customer responsibility; and
- (j) protect completed work and comply with all curing, drying, access and maintenance restrictions.

- 11.2** If the Site is not ready, safe or accessible, Grindforce may delay, suspend or reschedule the Supply. The Customer must pay Grindforce's reasonable standby time, labour, travel, equipment, remobilisation, accommodation, storage and other costs caused by that failure.

- 11.3** The Customer is responsible for damage to completed work caused by the Customer, occupants, visitors, other trades, furniture, equipment, moisture, chemicals, cleaning products, premature traffic or failure to follow Grindforce's instructions. Rectification is additional work.

12. HEALTH AND SAFETY, DUST, SLURRY AND WASTE

- 12.1** Each party must comply with its duties under the Health and Safety at Work Act 2015 and consult, cooperate and coordinate with other persons conducting a business or undertaking where required.
- 12.2** Grindforce controls its work methods, equipment and exclusion zones. The Customer must comply with reasonable safety instructions and must not require Grindforce to perform work that Grindforce considers unsafe or unlawful.
- 12.3** Grindforce will use reasonable commercial dust-control and extraction methods appropriate to the quoted work. Concrete work cannot always be completely dust-free, and residual airborne or settled dust may occur.
- 12.4** The Customer must remove or adequately protect sensitive items and arrange any building isolation, alarm management or specialist cleaning not included in the Quotation. Grindforce is not liable for dust effects that reasonable protection would have prevented, except to the extent caused by Grindforce's failure to exercise reasonable care.
- 12.5** Unless the Quotation states otherwise, the Customer must remove bagged ordinary dust or slurry. If Grindforce removes it, the charge is \$25 plus GST per bag unless another rate is stated in the Quotation or agreed before removal.
- 12.6** Contaminated, hazardous, unusually heavy or specialist waste is excluded and will be charged separately. No slurry or waste may be discharged into stormwater, drains or any location not lawfully approved for that purpose.

13. COMMENCEMENT, PROGRAMME, DELAYS AND COMPLETION

- 13.1** Any commencement, duration or completion date is an estimate unless the Quotation expressly states that it is guaranteed. Grindforce will use reasonable endeavours to meet the programme but is not liable for delay beyond its reasonable control.
- 13.2** Grindforce is not responsible for delays caused by weather, Site conditions, utility failure, restricted access, the Customer, consultants, separate contractors, suppliers, transport, equipment breakdown despite reasonable maintenance, industrial action, statutory authorities, emergency or other event beyond Grindforce's reasonable control.
- 13.3** Additional costs caused by delay, disruption, resequencing, return visits, restricted working hours or acceleration requested by the Customer are Variations.
- 13.4** Grindforce may reach Completion notwithstanding minor defects, omissions or touch-ups that do not materially prevent use. Those matters will be addressed within a reasonable time and do not postpone payment of undisputed amounts.

14. CANCELLATION, RESCHEDULING AND SUSPENSION

- 14.1** If the Customer cancels or reschedules after accepting the Quotation, the Customer must pay for all work performed and all actual and reasonable costs and commitments incurred by Grindforce, together with reasonable administration, demobilisation and unrecoverable reserved-labour costs. Grindforce will take reasonable steps to mitigate its loss.
- 14.2** Once the Supply has started, the Customer may not cancel without Grindforce's written consent. Consent may be conditional on payment of the amounts described in clause 14.1.
- 14.3** Grindforce may suspend or cancel all or part of the Supply if the Customer fails to pay an amount when due, fails to remedy a default, provides unsafe conditions, refuses a reasonable Variation required for safety or feasibility, becomes insolvent, enters liquidation, receivership, administration, bankruptcy or a no-asset procedure, or otherwise demonstrates a material credit risk.
- 14.4** Suspension or cancellation does not affect accrued rights, amounts already due, the right to recover loss caused by breach, or any clause intended to survive termination.

15. INVOICING AND PAYMENT

- 15.1** Unless alternative payment terms are expressly agreed in writing in advance by Danny or another Authorised Representative, the Customer must pay each invoice in full within seven calendar days after receiving it.
- 15.2** An invoice sent by email before 5:00 pm on a Working Day is deemed received that day unless the sender receives a delivery failure. An invoice sent later is deemed received on the next Working Day. This clause does not prevent proof of actual earlier or later receipt.
- 15.3** Grindforce may require a deposit, progress payments, milestone payments, payment for materials before ordering, or payment before remobilisation if stated in the Quotation or reasonably required because of a Customer default or changed credit risk.
- 15.4** Where the Construction Contracts Act 2002 applies, Grindforce may issue a payment claim under that Act. A payment claim will be identified as such and accompanied by the prescribed information where required. The Customer must respond with a compliant payment schedule within the applicable contractual or statutory time.
- 15.5** The Customer must pay all undisputed amounts by the due date. A genuine dispute about part of an invoice does not entitle the Customer to withhold the undisputed balance.
- 15.6** Grindforce may charge interest on overdue amounts at 15% per annum, calculated daily from the due date until payment. The Customer must also pay Grindforce's actual and reasonable debt-recovery costs, including collection fees and legal costs reasonably incurred.
- 15.7** Payment by cheque or negotiable instrument is not complete until cleared. No retention applies unless expressly stated in the Quotation or required by law.
- 15.8** Acceptance of late or partial payment, or failure to enforce a payment right immediately, is not a waiver.

16. CUSTOMER DEFAULT

- 16.1** If the Customer's act, omission or failure to perform an obligation prevents or delays Grindforce, Grindforce may suspend performance until the default is remedied and is relieved from affected obligations for the duration and extent of the default.
- 16.2** The Customer must reimburse Grindforce on demand for the reasonable costs and losses directly caused by the default, including delay, standby, remobilisation, storage, equipment, labour and subcontractor costs.

17. INSPECTION, DEFECTS AND RECTIFICATION

- 17.1** Grindforce will perform workmanship forming part of the Supply with reasonable care and skill.
- 17.2** The Customer must inspect the Supply promptly and notify Grindforce in writing of an alleged workmanship defect as soon as reasonably practicable, preferably within 90 days after Completion. This notification period does not limit any right that cannot lawfully be excluded.
- 17.3** The notice must reasonably describe the issue and provide photographs or other available information. The Customer must allow Grindforce a reasonable opportunity to inspect and, where Grindforce is responsible, remedy the defect before another contractor alters or repairs the work.
- 17.4** Grindforce is not responsible for:
 - (a) matters inherent in or caused by the existing slab, Hidden Conditions, structural movement, moisture, contamination or the appearance variations described in clause 8;
 - (b) manufacturer or supplier defects covered by an available third-party warranty;
 - (c) damage or alteration caused by the Customer, other trades, occupants, cleaning, chemicals, misuse, neglect, impact, moisture or premature use; or
 - (d) work outside the quoted scope or work performed contrary to Grindforce's advice or instructions.
- 17.5** Where Grindforce accepts responsibility, its first obligation is to repair, reperform or otherwise remedy the affected part within a reasonable time. This clause is subject to all non-excludable statutory rights.

18. CONSUMER, CONSTRUCTION AND RESIDENTIAL BUILDING LAW

- 18.1** Nothing in the Contract excludes, restricts or modifies any guarantee, right, remedy or liability that cannot lawfully be excluded or restricted, including applicable rights under the Consumer Guarantees Act 1993, Fair Trading Act 1986 and Building Act 2004.
- 18.2** If the Customer is a Business Customer, the Supply is acquired in trade, all parties are in trade, and it is fair and reasonable that they be bound by this clause, the parties agree that the Consumer Guarantees Act 1993 does not apply to the Contract to the maximum extent permitted by section 43 of that Act.
- 18.3** If the Supply is residential building work and mandatory disclosure, checklist, written-contract or prescribed-term requirements apply, Grindforce and the Customer must comply with them. Any mandatory prescribed term is incorporated into the Contract and prevails over an inconsistent term to the extent required by law.
- 18.4** Nothing in these Terms limits either party's rights under the Construction Contracts Act 2002, including rights relating to payment claims, payment schedules, suspension and adjudication.

19. WARRANTIES AND LIABILITY

- 19.1** To the extent permitted by law, all warranties, descriptions, representations and conditions not expressly stated in the Contract are excluded. No employee, agent or subcontractor may give an additional warranty unless an Authorised Representative confirms it in writing.
- 19.2** Where reasonably able to do so, Grindforce will pass on the benefit of applicable manufacturer or supplier warranties. Grindforce is not required to incur legal or other material expense pursuing a third-party warranty unless the Customer first agrees to pay that expense.
- 19.3** For a Business Customer, and to the maximum extent permitted by law, Grindforce's total aggregate liability arising from the Contract, whether in contract, tort including negligence, equity or otherwise, is limited to the Price paid or payable for the affected Supply.
- 19.4** For a Business Customer, Grindforce is not liable for indirect or consequential loss, loss of profit, revenue, production, opportunity, use, contract, goodwill or anticipated saving, except to the extent that exclusion is prohibited by law.
- 19.5** Grindforce is not liable for loss caused by inaccurate Customer information, undisclosed services or hazards, Hidden Conditions, other contractors, failure to protect completed work, or use contrary to instructions, except to the extent Grindforce caused the loss by failing to exercise reasonable care and skill.
- 19.6** The limitations in this clause do not apply to fraud, wilful misconduct or liability that cannot lawfully be limited.
- 19.7** This clause survives Completion, cancellation and termination.

20. RISK, CARE OF GOODS AND EQUIPMENT

- 20.1** Risk in Goods passes to the Customer on delivery to the Site or when incorporated into the work, whichever occurs first. The Customer must maintain suitable insurance for the Site, existing property, Goods and completed work.
- 20.2** The Customer must take reasonable care of Grindforce's equipment and materials left at the Site and is responsible for loss or damage caused by the Customer, occupants, visitors, other trades or inadequate Site security, excluding fair wear and tear and loss caused by Grindforce.

21. TITLE AND PERSONAL PROPERTY SECURITIES

- 21.1** Ownership of Goods supplied by Grindforce does not pass until all amounts owing to Grindforce under the Contract are paid in full, even if risk has passed.
- 21.2** The Customer grants Grindforce a security interest under the Personal Property Securities Act 1999 in all Goods supplied under the Contract and their identifiable proceeds, including a purchase money security interest where applicable.
- 21.3** The Customer must promptly provide information and sign documents reasonably required to register, maintain or enforce that security interest. The Customer must not create or permit a competing security interest in unpaid Goods without Grindforce's prior written consent.
- 21.4** To the extent permitted by law, the Customer waives the right to receive a verification statement and, where the Goods are acquired for business use, agrees that any rights under Part 9 of the Personal Property Securities Act 1999 that may lawfully be contracted out of will not apply.
- 21.5** Any right to enter premises, recover Goods or enforce security may be exercised only in accordance with applicable law. The Customer is responsible for Grindforce's reasonable recovery, storage, repair, resale and legal costs caused by non-payment.

22. SUBCONTRACTING AND ASSIGNMENT

- 22.1** Grindforce may subcontract any part of the Supply and may contract as principal or agent. Grindforce remains responsible for its obligations under the Contract subject to these Terms.

22.2 Any list of proposed subcontractors is indicative only. Grindforce may replace a subcontractor with a suitably competent alternative without adjusting the Price unless the change materially alters the Supply.

22.3 The Customer may not assign or transfer the Contract without Grindforce's prior written consent. Grindforce may assign receivables or debt-recovery rights on written notice to the Customer.

23. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PHOTOGRAPHS

23.1 Grindforce retains ownership of its pre-existing intellectual property, methods, templates, pricing systems, know-how, drawings and documents. After full payment, the Customer may use project-specific documents supplied by Grindforce solely for the Site and purpose for which they were supplied.

23.2 Each party must keep the other party's non-public commercial and technical information confidential and may disclose it only to persons who need it for the Contract, professional advisers, insurers, financiers, authorities where required by law, or with consent.

23.3 Grindforce may take photographs, video and measurements of the Site and work for quotation, planning, health and safety, quality assurance, training, record-keeping, insurance and dispute purposes.

23.4 Grindforce will not use identifiable images of the Customer, occupants or private information for public marketing without consent. Grindforce may use non-identifying images of its workmanship for portfolio or marketing purposes unless the Customer objects in writing before that use.

24. PRIVACY, CREDIT AND INFORMATION

24.1 Grindforce may collect, hold, use and disclose Customer information as reasonably necessary to prepare quotations, perform and administer the Contract, communicate with the Customer, assess creditworthiness, obtain insurance, prevent fraud, maintain records, enforce rights and recover debt.

24.2 For those purposes, Grindforce may obtain information from and disclose information to credit reporters, referees, insurers, subcontractors, suppliers, professional advisers, debt collectors, financiers and public registers, subject to the Privacy Act 2020 and other applicable law.

24.3 A natural person may request access to and correction of their personal information by contacting Grindforce using the contact details on the Quotation or invoice.

24.4 The Customer warrants that it has authority to provide personal information about its directors, representatives, guarantors and other individuals and has given any notices or obtained any consents required by law.

25. PERSONAL GUARANTEES AND SECURITY OVER LAND

25.1 No director, trustee, shareholder or other person gives a personal guarantee merely by accepting these Terms on behalf of the Customer. A personal guarantee applies only if that person expressly signs a separate guarantee or a clearly identified guarantee section in the Quotation or Contract.

25.2 No mortgage, caveat, power of attorney or other security over land arises under these standard Terms alone. Any such security must be contained in a separate written document expressly signed by the registered owner and should be obtained with independent legal advice.

26. DISPUTE RESOLUTION

26.1 A party claiming a dispute must give written notice describing the issue and the remedy sought. Within five Working Days, each party must nominate a representative with authority to resolve the dispute.

26.2 The representatives must meet or confer in good faith as soon as reasonably practicable. Their settlement communications are without prejudice unless the parties agree otherwise or a binding settlement is reached.

26.3 If the dispute is not resolved within 10 Working Days after the notice, either party may propose mediation with a mediator agreed by the parties. Unless agreed otherwise, the mediation cost is shared equally.

26.4 Nothing in this clause prevents Grindforce from recovering an undisputed debt, either party from seeking urgent interim relief, or either party from exercising rights under the Construction Contracts Act 2002, including adjudication.

26.5 If the dispute remains unresolved, either party may commence proceedings in a court or tribunal with jurisdiction. Arbitration applies only if the parties agree to it in writing after the dispute arises.

27. FORCE MAJEURE

27.1 Neither party is liable for failure or delay caused by an event beyond its reasonable control, except that the Customer must still pay for Supply already performed and costs already properly incurred.

27.2 The affected party must notify the other party as soon as reasonably practicable and take reasonable steps to reduce the effect of the event. If the event continues for more than 30 days and materially prevents the Supply, either party may terminate the affected part on written notice, subject to payment of accrued amounts and reasonable committed costs.

28. NOTICES

- 28.1** A notice under the Contract must be in writing and sent to the physical or electronic address stated in the Quotation, invoice or later written notice.
- 28.2** A notice delivered personally is received when delivered. A notice sent by courier is received when delivery is recorded. A notice sent by email before 5:00 pm on a Working Day is received that day unless a delivery failure is received; otherwise it is received on the next Working Day.
- 28.3** This clause does not govern formal service of court or tribunal proceedings.

29. GENERAL

- 29.1** A waiver is effective only if in writing and applies only to the specific instance stated. Delay or failure to exercise a right is not a waiver.
- 29.2** If any provision is invalid or unenforceable, it is modified to the minimum extent necessary or severed, and the remaining provisions continue in effect.
- 29.3** The Contract records the entire agreement about the Supply and replaces earlier discussions or representations, except for fraud and except where the Quotation expressly incorporates another document.
- 29.4** Clauses concerning payment, liability, confidentiality, intellectual property, privacy, security, dispute resolution and any accrued rights survive Completion or termination where their nature requires.
- 29.5** Grindforce may update these Terms for future Contracts. The version incorporated into an accepted Quotation continues to govern that Contract unless the parties agree otherwise in writing.

30. GOVERNING LAW

- 30.1** The Contract is governed by New Zealand law. Subject to clause 26 and any mandatory statutory forum, the parties submit to the non-exclusive jurisdiction of the New Zealand courts and tribunals.

ACCEPTANCE

These Terms are accepted in the manner described in clause 3. A separate signature is not required unless the Quotation or applicable law requires one.