



**Adler Commercial Building Wash Services
(ADLER GROUP LTD)**
Unit 1, 8 Export Avenue
Harewood
Christchurch 8051
NATIONWIDE BUILDING WASH SERVICES

Tel. 0800 832 498
service@adler.co.nz
www.adler.co.nz
GST # 134470097
Company No. 8207754

CUSTOMER QUOTATION NO. 19760

Jack McFarlane
Calder Stewart Food & Logistics Fund Ltd
Unit 4, The Works, 1 Treffers Road,
Wigram
Christchurch 8042

Quote No: 19760
Created Date: 03/02/2022
Valid For: 30 Day(s)
Quote Name:
Site Address: 9 Ashford Avenue
Newland Ashburton 7772
Salesperson: Andrew Fisher

Building Wash Programme - NZ Dairy Collaborative Ltd

Building Wash Programme - NZ Dairy Collaborative Ltd

SCOPE OF WORK

Chemical Free Roof Wash & Gutter Clean - We have allowed to pressure clean all roof surfaces with hot water. This includes pressure cleaning out gutters while on the roof. Inspect and clear all rainheads

Roof Moss Treatment - Spray treat roof surfaces with Bio-Shield moss and lichen solution and leave to weather wash clean

Walls & External Facades - We have allowed to pressure clean all external surfaces with low-pressure hot-water (60 - 80 deg Celcius). This is a chemical-free clean (includes the tower)

Window Clean - Clean all windows with Ultra Pure Water to leave a streak-free finish

Patios/Paths - Pressure wash paths and pavements/carpark areas as required to leave clean and tidy.

- EWP Access has been allowed for
- A complimentary spider treatment spray has been included in our scope.
- Temporary fall arrest systems will be used whilst working at height

Section Sub-Total ex GST \$7,434.78

Sub-Total ex GST	\$7,434.78
GST	\$1,115.22
Total inc GST	\$8,550.00



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ACCEPTANCE OF QUOTATION NO. 19760

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Summary

Building Wash Programme - NZ Dairy Collaborative Ltd	\$7,434.78
Sub-Total ex GST	\$7,434.78
GST	\$1,115.22
Total inc GST	\$8,550.00

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed:  for Calder Stewart Food & Logistics Fund Ltd

Name: Jack McFarlane Date: 3rd March 2022

Purchase Order No.: _____

Purchase Order Value: \$7,434.78+Gst Annually

ADLER GROUP LTD t/a ADLER – Terms & Conditions of Trade

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1. Definitions

1.1 “ADLER” means Adler Group Limited trading as ‘Adler’, its successors and assigns or any person acting on behalf of and with the authority of Adler Group Limited.

1.2 “Client” means the person/s or entity named in the Quote or any person acting on behalf of or with the authority of that person or entity. If there is more than one Client then this is a reference to each Client jointly and severally.

1.3 “Works” means all works and services set out in the Quote and any variation.

1.4 “Price” means the amount payable by the Client to ADLER for the Works as outlined in the Quote or as agreed between ADLER and the Client in accordance with clause 5 below.

1.5 “Quote” means the quote provided by ADLER to the Client for the Works.

1.6 “Property” means the property at which the Works are being completed and owned by the Client unless otherwise stated in the Quote.

1.7 “Guarantor” means the person, persons or entity named in the Quote as the guarantor.

1.8 “terms and conditions” means these terms and condition and the Quote taken together.

2. Acceptance

2.1 The Client is deemed to have accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client accepts the Quote.

2.2 Where there is more than one Client then each Client shall be jointly and severally liable for all payments of the Price.

2.3 The terms and conditions may only be amended with ADLER’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and ADLER.

2.4 Where ADLER gives advice or recommendations to the Client, or the Client’s agent, with specific instructions regarding the use/suitability of materials or products and such advice or recommendations are not acted upon, then ADLER shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Works.

2.5 Any advice, recommendation, information, assistance or service provided by ADLER in relation to Works provided is given in good faith, is based on ADLER’s own knowledge and experience and shall be accepted without liability on the part of ADLER and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Works.

3. Change in Control

3.1 The Client shall give ADLER not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client’s details (including but not limited to, changes in the Client’s name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by ADLER as a result of the Client’s failure to comply with this clause.

4. Authorised Representatives

4.1 Unless otherwise limited as per clause 4.2, the Client agrees that should the Client introduce any third party to ADLER as the Client’s duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Works, and/or to request any variation thereto, on the Client’s behalf (such authority to continue until all requested Works have been completed or the Client otherwise notifies ADLER in writing that said person is no longer the Client’s duly authorised representative).

4.2 In the event that the Client’s duly authorised representative as per clause 4.1 is to have only limited authority to act on the Client’s behalf then the Client must specifically and clearly advise ADLER in writing of the parameters of the limited authority granted to their representative.

4.3 The Client specifically acknowledges and accepts that they will be solely liable to ADLER for all additional costs incurred by ADLER (including ADLER’s profit margin) in providing any Works, or variation/s requested by the Client’s duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

5. Price and Payment

5.1 The Client shall pay ADLER the price for the Works as stated in the Quote, subject to clauses 5.1 and 5.3.

5.2 ADLER reserves the right to change the Price:

(a) if a variation to the Works originally scheduled is requested; or
(b) where additional Works are required due to the discovery of hidden or identifiable difficulties (including, but not limited to, limitations to accessing the site, obscured building defects, incorrect measurements provided by the Client, safety considerations) which are only discovered after the Quote has been accepted; or
(c) in the event of increases to ADLER in the cost of labour, hire equipment or materials, which are beyond ADLER’s control. (i.e. unforeseen delays outside ADLER’s control)

5.3 Any variation work requested by the Client, which hasn’t been previously quoted, will be quoted (if requested by the client) and/or carried out by ADLER and invoiced to the Client at standard charge out rates. Invoices from third party subcontractors engaged on behalf of the Client, may be on-charged with a ten percent (10%) margin, or as otherwise indicated on the Quote or Invoice.

5.4 Time for payment for the Works being of the essence, the Price will be payable by the Client as provided for in the Quote which may be:

(a) on completion of the Works; or
(b) by way of recurring periodic payments (e.g. monthly), for the Works carried out during the relevant period as set out in the Quote;
If the Quote does not specify how the Price is to be paid then the Price shall be payable on completion of the works or by way of monthly progress payments for works carried out over an extended period.

5.5 All invoices shall be payable by the 20th day of the calendar month following the month to which the invoice relates, unless otherwise stated in the Quote.

5.6 Payment may be made by electronic/on-line banking, or by any other method as agreed to between the Client and ADLER.

5.7 The Client shall pay the Price without any deduction or set off of any other amounts. 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 ADLER nor to withhold payment of any invoice because part of that invoice, or any other matter relating to the Works, is in dispute.

5.8 Unless otherwise stated the Price (and any other amount quoted by ADLER) does not include GST. In addition thereto the Client must pay to ADLER an amount equal to any GST that ADLER must pay for any provision of Works by ADLER under this or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price (or any such other amount due and payable hereunder). In addition the Client must pay any other taxes and duties that may be applicable in addition thereto, except where they are expressly included therein.

5.9 Receipt by ADLER of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then ADLER’s rights or ownership in relation to the Works, and this contract, shall continue.

6. Guarantee

6.1 In consideration of ADLER entering into terms and conditions at the Guarantor’s request, the Guarantor:

(a) guarantees payment of the Price and the performance of these terms and conditions by the Client; and

(b) indemnifies ADLER against any loss ADLER might suffer should these terms and conditions be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

6.2 The Guarantor acknowledges and agrees with ADLER that:

(a) No release delay or other indulgence given by ADLER to the Client or to the Client’s successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been nearly a surety shall release prejudice or affect liability of the Guarantor as a guarantor or as indemnifier;

(b) As between the Guarantor and ADLER, the Guarantor may for all purposes be treated as the Client and ADLER shall be under no obligation to take proceedings against the Client before taking proceedings against the Guarantor;

(c) The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive payment of the Price;

(d) A variation of these terms and conditions in accordance with these terms and conditions shall not release the guarantor from its liability under this guarantee and indemnity; and

(e) Should there be more than one Guarantor the liability under this guarantee and indemnity shall be joint and several.

7. Provision of the Works

7.1 ADLER will carry out the Works in a proper and competent manner and with reasonable care and skill.

7.2 ADLER may provide the Works in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

7.3 Any time specified by ADLER for provision of the Works is an estimate only and ADLER will not be liable for any loss or damage incurred by the Client as a result of any delay. However both parties agree that they shall make every endeavour to enable the Works to be provided at the time and place as was arranged between both parties. In the event that ADLER is unable to provide the Works as agreed solely due to any action or inaction of the Client then ADLER shall be entitled to charge a reasonable fee for re-providing the Works at a later time and date.

7.4 ADLER will complete the Works within a reasonable amount of time. If any unforeseen delays should arise, ADLER will consult with the Client and keep the Client informed. For the avoidance of doubt, ADLER is not liable to the Client for any loss or damage arising from any delay or failure to perform ADLER’s obligations due to any matter beyond ADLER’s reasonable control.

8. Risk

8.1 ADLER shall not be liable for the quality of the Works where the Client does not follow ADLER’s advice or recommendations.

8.1 Where the Client has supplied products for ADLER to complete the Works, the Client acknowledges that they accept responsibility for the suitability of purpose, quality and any faults inherent in those products. ADLER shall not be responsible for any defects in the Works, any loss or damage to the products (or any part thereof), however arising from the use of products supplied by the Client.

8.2 ADLER shall be under no liability whatsoever 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 or breaches by ADLER of this contract. ADLER’s liability under this contract shall be limited to direct damages only and ADLER’s total aggregate liability shall be limited to an amount equal to the Price.

9. Client’s Responsibilities

9.1 The Client shall ensure that ADLER has clear and free access to the site at all times, and a clear preparation area of four (4) metres by four (4) metres at the front of the site, to enable them to undertake the Works. ADLER shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of ADLER.

9.2 It shall be the Client’s responsibility to:

(a) make the site available on the agreed dates and times. If the Works are delayed or interrupted by the failure of the Client to adhere to the work schedule agreed to between ADLER and the Client, any additional costs will be invoiced to the Client as per clause 5.2;

(b) provide and have erected access equipment to enable the Works to be undertaken (where in ADLER’s opinion it is deemed necessary and has not been included in ADLER’s quotation). It is also agreed that all access, height safety installations / anchor points or scaffolding erected will comply with industry safety standards.

(c) Provide access to any services required by ADLER on site (including but not limited to water and power).

(d) Obtain access over neighbouring property where required to complete the Works.

9.3 The Client acknowledges that in the event asbestos or any other toxic substances are discovered at the site that it is their responsibility to ensure the safe removal of the same. The Client further agrees to indemnify ADLER against any costs incurred by ADLER as a consequence of such discovery. Under no circumstances will ADLER handle removal of asbestos product.

10. Compliance with Laws

10.1 The Client and ADLER shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

10.2 The Client shall obtain (at the expense of the Client) all licenses, consents and approvals that may be required for the Works.

10.3 The Client agrees that the site will comply with any Worksafe guidelines and Health and Safety at Work Act 2015 requirements and any other relevant safety standards or legislation.

10.4 The Client shall advise ADLER of the precise location of all known risks present on the site, and where applicable, induct ADLER’s workers (including any subcontractors as required), on:

(a) Any WorkSafe management system;
(b) Site safety expectations;
(c) Emergency provisions;
(d) Risks and their control measures; and
(e) Incident reporting and expectations.
(f) Location and certification of height safety installations and anchor points

11. Insurance

11.1 ADLER shall hold public liability insurance for a minimum sum of ten (10) million dollars.

11.2 The Client warrants that it shall have appropriate insurance in place prior to commencement of the Works.

11.3 It is the Client’s responsibility to arrange all building insurance, contract works insurance and any other insurances required for the Works.

11.4 The Client shall bear all risk and shall be responsible for any excess payable under any insurance policy held by the Client and for any loss or damage due to the Client’s failure to obtain and hold appropriate insurances for the Works.

12. Client’s Disclaimer

12.1 The Client hereby disclaims any right to rescind, or cancel any contract with ADLER or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by ADLER and the Client acknowledges that the Works are bought relying solely upon the Client’s skill and judgement.

13. Default and Consequences of Default

13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at ADLER’s sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

13.2 The Client agrees to indemnify ADLER for and pay on demand all costs incurred by ADLER (including legal costs on a solicitor client basis and debt collection costs) in the recovery or attempted recovery of unpaid moneys and/or the enforcement of this contract or any security interest contained in this contract.

13.3 Without prejudice to any other remedies ADLER may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions ADLER may suspend or terminate the provision of Works to the Client. ADLER will not be liable to the Client for any loss or damage the Client suffers because ADLER has exercised its rights under this clause.

13.4 Without prejudice to ADLER’s other remedies at law ADLER shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to ADLER shall, whether or not due for payment, become immediately payable if:

(a) any money payable to ADLER becomes overdue, or in ADLER’s opinion the Client will be unable to make a payment when it falls due;

(b) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

14. Cancellation

14.1 ADLER may cancel this contract or cancel provision of the Works at any time before completing the Works (or any recurrence of the Works) by giving written notice to the Client. ADLER shall not be liable for any loss or damage whatsoever arising from such cancellation.

14.2 If the Quote provides for a recurring provision of the Works (i.e. monthly or quarterly) then the Client may cancel the recurrence of the Works on giving ADLER no less than 3 months prior written notice of such cancellation. ADLER shall be entitled to complete the Works scheduled during the three month notice period and the Client shall be required to pay for the Works completed. If the Client cancels the Contract without cause or cancels any provision of the Works without giving notice then the Client shall be liable for any and all loss incurred (whether direct or indirect) by ADLER as a direct result of the cancellation (including, but not limited to, any loss of profits).

15. Dispute Resolution

15.1 The Client and ADLER shall first endeavour to resolve any dispute or difference by mediation. ADLER and the Client shall attempt to agree on a mediator but if no agreement can be reached then either party may apply to President of the Canterbury/Westland District Law Society to nominate a Mediator for the purpose of the dispute. The costs of such mediation are to be shared equally between ADLER and the Client.

15.2 If the dispute cannot be resolved by mediation with a reasonable time of the dispute arising the dispute shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.

16. Privacy Act 1993

16.1 The Client authorises ADLER or ADLER’s agent to:

(a) access, collect, retain and use any information about the Client;
(i) including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client’s creditworthiness; or
(ii) for the purpose of marketing products and services to the Client.

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

16.2 Where the Client is an individual the authorities under clause 16.1 are authorities or consents for the purposes of the Privacy Act 1993.

16.3 The Client shall have the right to request ADLER for a copy of the information about the Client retained by ADLER and the right to request ADLER to correct any incorrect information about the Client held by ADLER.

17. Service of Notices

17.1 Any written notice given under this contract shall be deemed to have been given and received:

(a) By handing the notice to the other party, in person;
(b) By leaving it at the address of the other party as stated in this contract;
(c) By sending it by registered post to the address of the party as stated in this contract;
(d) If sent by facsimile transmission to the fax number of the other party on receipt of confirmation of the transmission;
(e) If sent by email to the other party’s last known email address and no message send failure is received.

18. General

18.1 The failure by ADLER to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect ADLER’s right to subsequently enforce that provision. 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.

18.2 This contract shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.

18.3 If the Client is acquiring Works for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the provision of Works by ADLER to the Client.

18.4 ADLER may license or sub-contract all or any part of its rights and obligations without the Client’s consent.


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

18.6 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.

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



Map Prepared
Andrew Fisher

 **NZ Dairy Collaborative Ltd - Ashburton**

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February 03, 2022

