



DEFINITIONS

- 1.1 "Sparky G" shall mean "Sparky G Limited, or any agent, consultant, or employee of "Sparky G limited".
- 1.2 client shall mean the Client, or any person purchasing Products and services from "Sparky G", any person acting on behalf of and with the authority of the Client.
- 1.3 Price shall mean the cost of the Products as agreed between "Sparky G" and the Client and includes all costs for example : "Sparky G" pays to others on behalf of the Client that is subject to Clause 6 of this agreement.
- 1.4 Products shall mean:
 - 1.4.1 All Products of the general description of item or name of product or product code, mentioned on the first page or any kind of attachment of this agreement and provided by "Sparky G" to the Client and
 - 1.4.2 All Products provided by "Sparky G" to the Client , and
 - 1.4.3 All inventory or items of the Client that has been provided by "Sparky G" and
 - 1.4.4 All Products provided by "Sparky G" and listed in any invoice issued by "Sparky G" to the Client which invoice, whether issued separately or not, shall be considered part of this agreement, and
 - 1.4.5 All Products that are marked as provided by "Sparky G" or that are stored by the Client in a manner that allow them to be identified as having been provided by "Sparky G" and
 - 1.4.6 All marking or identification of products shall means color coding or "Sparky G logo", permanent ink stamp or mark, or serial numbers for products or unique identity code, or scan barcodes labelled on products shall match the inventory or sold stock record of "Sparky G".
 - 1.4.7 All of the Client's present and after accepting the Products that "Sparky G" has performed work on or to, or in which goods or materials supplied or financed by "Sparky G" has been attached.
 - 1.4.8 These listed descriptions may overlap, however each term is independent and does not limit the others.
- 1.5 Products shall also mean, that all Products, any Advice, Goods, and Services provided by "Sparky G" to the Client and shall include without any limitation, the supply of products, technical support over the phone or in person, all Labour charges, Hire charges, Insurance charges or any Fee or Charge combined with the supply of products by "Sparky G" to the Client.

2. ACCEPTANCE

- 2.1 Any instructions received by "Sparky G" from the Client (in the form of writing, verbal or email, phone call, text message) for the supply of Products shall constitute a binding contract and acceptance of the terms and conditions enclosed or listed herein.

3. QUOTATION

- 3.1 Where a quote has been given by "Sparky G" for Products.
 - 3.1.1 Where Products are required as an addition to the same quotation the Client agrees to pay for the additional costs of those products.
 - 3.1.2 If "Sparky G" and Client agreed on its validity for particular period of time, Unless otherwise agreed, the quotation shall be valid for twenty (20) days from the date of issue and
 - 3.1.3 The quotation shall be exclusive of goods and services tax unless stated to the Quote.
 - 3.1.4 Quotes are estimates only unless otherwise stated in writing as firm pricing.
 - 3.1.5 Sparky G reserves the right to adjust pricing in the event of unforeseen conditions of site complications, or material/ labour cost increases, or unforeseen circumstances beyond "Sparky G" 's control.

4. RECORD AND USE OF INFORMATION

- 4.1 The Client authorises "Sparky G" to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit check, marketing any Products provided by "Sparky G" to any other party, or enforcing any rights under this contract. The Client authorises "Sparky G" to disclose any information obtained to any person for the purposes set out in this clause. Where the Client is a natural person the authorities under clause are authorities or consents for the purposes of the Privacy Act 1993.

5. PAYMENT

- 5.1 Payment for Products shall be made in full in advance as per any payment agreement date bound within the Contracts, Quotation or before the due date as mentioned on the invoice. If no due date is specified on the invoice then the due date shall be the fourteen (14) days from the issue date of the invoice.
 - 5.1.2 Progress invoices may be issued for long-term projects or as milestones are reached.
 - 5.2 Interest may be charged on any amount owing after the due date at the rate of 3% per month or part month, it shall be compounded monthly, the effective annual interest rate 42.58%.
 - 5.3 Late Payment Charges: If payment is not received by the due date, In addition, a \$20 late payment administration fee may be charged for each reminder issued or where an overdue account requires follow up or management.
- These charges are agreed and accepted by Client as fair and reasonable costs associated with debt recovery and administration.
- 5.3.1 Any expenses, disbursements to its business normal operations and legal costs incurred by "Sparky G" in the enforcement of any rights contained in this contract, shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.

- 5.4 Receipt of a cheque, bill of exchange, or other negotiable modes or methods or liquid assets shall not constitute payment until such negotiable instrument is paid in full.

6. PRICE

- 6.1 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as at which such Products are sold by "Sparky G" at the time of the contract.
- 6.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of "Sparky G" between the date of the contract and delivery of the Products.

7. PAYMENT ALLOCATIONS

- 7.1 "Sparky G" may in its discretion allocate any payment received from the Client towards any invoice that "Sparky G" determines and may do so at the time of receipt or at any time afterwards and on default by the Client may reallocate any payments previously received and allocated. In the absence of any payment allocation by "Sparky G", payment shall be deemed to be allocated in such manner as preserves the maximum value of "Sparky G" 's purchase money security interest in the Products.

8. TITLE AND SECURITY UNDER PERSONAL PROPERTY SECURITIES ACT 1999

- 8.1 Title in any Products provided by "Sparky G" passes to the Client only when the client has made payment in full for all Products provided by "Sparky G" and of all other sums due to "Sparky G" by the Client on any account whatsoever. Until all sums due to "Sparky G" by the Client, have been paid in full, "Sparky G" has a security interest in all Products.
- 8.2 If the Products are attached, fixed, or incorporated into any property of the Client, by way of any manufacturing or assembly process by the Client or any third party, title in the Products shall remain with "Sparky G" until the client has made payment for all the Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, "Sparky G" title to these new Products shall deemed to be assigned to "Sparky G" as security for the full satisfaction by the Client of the full amount owing between "Sparky G" and Client.
- 8.3 The Client gives irrevocable authority to "Sparky G" to enter any premises occupied by the Client or on which Products are situated at any reasonable time after default by the Client or before default if "Sparky G" believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated or installed. "Sparky G" shall not be liable for any costs, damages, expenses or losses incurred by the Client or any third Party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. "Sparky G" may either resell any repossessed Products and credit the Client's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Client's account with the invoice value thereof less such sum as "Sparky G" reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.4 Where Products are retained by "Sparky G" pursuant to clause 8.3 the Client waives the right to receive notice under section 120 of the Personal Properties Securities Act 1999 ("PPSA") and to object under section 121 of the PPSA.
- 8.5 The following shall constitute defaults by the Client
 - 8.5.1 Non payment of any sum by the due date.
 - 8.5.2 The Client intimates that it will not pay any sum by the due date.
 - 8.5.3 Any Products are seized by any other creditor of the Client or any other creditor intimates that it intends to seize Products.
 - 8.5.4 Any Products in the possession of the client are damaged while any sum due from the Client to "Sparky G" remains unpaid.
 - 8.5.5 The Client is bankrupted or put into liquidation or a receiver is appointed to any of the Client's assets or a landlord distrains against any of the Client's assets.
 - 8.5.6 A Court judgment is entered against the Client and remains unsatisfied for seven (7) days.
 - 8.5.7 Any material adverse change in the financial position of the Client.



9. SECURITY INTEREST

9.1 The Client gives "Sparky G" a security interest in all of the Client's present and after-acquired Property that Sparky G has performed services on or to, or in which goods or materials supplied or financed by "Sparky G" have been attached or incorporated.

10. DISPUTES AND RETURN OF PRODUCTS

10.1 No Claim relating to the Products supplied will be considered unless made within four (4) days of delivery.

10.2 In the event of any dispute or differences arising, the parties shall first engage in good faith negotiations.

10.3 If unresolved within ten (10) working days, either party may refer the dispute to mediation administered by an agreed independent mediator.

10.4 Nothing in this clause shall prevent either party from taking urgent legal action where necessary.

11. RISK

11.1 The Products remain at "Sparky G" risk until delivery to the Client.

11.2 Delivery of Products shall be deemed complete when "Sparky G" gives possession of the Products directly to the Client or possession of the Products is given to a carrier, courier, or other bailee for purposes of transmission to the client.

12. AGENCY

12.1 The Client authorises "Sparky G" to contract either as principal or agent for the provision of Products that are the matter of this contract.

12.2 Where "Sparky G" enters into a contract of the type referred to in clause 12.1, it shall be read with and form part of this agreement and the Client agrees to pay any amounts due under that contract.

13. WARRANTY

13.1 Any written warranty that "Sparky G" provides to the Client will also form part of these terms and conditions of trade.

13.2 The "Sparky G" warrants that all workmanship shall conform to generally accepted trade standards.

13.3 This warranty excludes the following:

13.3.1 Damage due to misuse, negligence, or modification by any third party;

13.3.2 Failures arising from equipment or materials not supplied by the "Sparky G"

13.3.3 Force majeure events, weather event or acts beyond the "Sparky G" 's control.

13.4 Any claims must be made in writing within two (2) working days of the issue being discovered.

13.5 To the extent permitted by law, "Sparky G" 's total aggregate liability, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the Client for the relevant services or goods.

13.6 "Sparky G" shall not be liable for any indirect, incidental, or consequential loss including loss of profits, loss of opportunity, or loss of business in the warranty period.

14. CONSUMER GUARANTEES

14.1 Where the Client acquires Products for business purposes, the provisions of the Consumer Guarantees Act 1993 shall not apply pursuant to section 43(2).

14.2 Nothing in these Terms excludes or restricts any rights or remedies the Client may have under any legislation that cannot be lawfully excluded.

15. MISCELLANEOUS

15.1 "Sparky G" shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

15.2 Failure by "Sparky G" to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations "Sparky G" has under this contract.

15.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16. Extent of Liability

16.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon "Sparky G" which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on "Sparky G", "Sparky G" 's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

16.2 Except as otherwise provided by clause 16.1 "Sparky G" shall not be liable for,

16.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products by "Sparky G" to the Client, including consequential loss whether suffered or incurred by the Client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or Indirectly from Products provided by "Sparky G" to the Client, and

16.2.2 The Client shall indemnify "Sparky G" against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of "Sparky G" or otherwise, brought by any Person in connection with any matter, act, omission, or error by "Sparky G" its agents or employees in connection with the Products.

17. SITE ACCESS AND PROJECT CONDITIONS

17.1 The Client must provide clear, safe, and uninterrupted access to the site.

17.2 Delays caused by other contractors, restricted access, or site unavailability will result in stand-down charges at standard hourly rates.

17.3 The Client must ensure all consents, permits, and permissions are in place prior to work commencing.

18. Director/Trustee Liability and Guarantee

18.1 If the Client is a company or trust, the director(s) or trustee(s) signing this contract, in

consideration for "Sparky G" agreeing to supply Products and grant credit to the Client at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to "Sparky G" the payment of any and all monies now or hereafter owed by the Client to "Sparky G" and indemnify "Sparky G" against non-payment by the Client. Any personal liability of a signatory hereto shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Client shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

19. HEALTH AND SAFETY

19.1 The "Sparky G" operates in compliance with the Health and Safety at Work Act 2015 and relevant regulations.

19.2 The Client agrees to provide a safe working environment and must notify the "Sparky G" of any known hazards prior to the commencement of work.

19.3 The "Sparky G" reserves the right to suspend work if it considers the site unsafe.

20. INTELLECTUAL PROPERTY

20.1 All intellectual property developed or provided by the "Sparky G" during the course of the works — including but not limited to: quotes, pricing structures, layouts, methodologies, designs, plans, checklists, forms, diagrams, documentation, branding, and any templates or digital content — shall remain the exclusive property of the "Sparky G" unless otherwise agreed in writing.

20.2 The Client shall not reproduce, disclose, distribute, or use any of the "Sparky G" 's intellectual property for purposes other than the agreed project without the prior written consent of the "Sparky G".

21. TERMINATION

21.1 The Sparky G may immediately terminate this Agreement or some parts of it, by written notice if:

21.1.1 The Client commits a material breach and fails to remedy it within five (5) working days;

21.1.2 The Client becomes insolvent or ceases trading

21.1.3 Payment is not made when due.

21.2 Upon termination, the Client shall pay for all work completed, materials procured, and any loss, cost of products or expense incurred by the "Sparky G".

22. Social Media Restrictions

22.1 Client Responsibilities:

Clients agree not to post, share, or publish any negative, misleading, defamatory, or disparaging content or commentary regarding Sparky G Limited, its employees, directors, or affiliates, on any social media platforms or websites.

22.2 Image and Video Use:

Clients may not use, distribute, or share any images or videos captured during the performance of services provided by Sparky G Limited without explicit prior written consent.

22.3 Privacy and Confidentiality:

Clients agree to respect the privacy of Sparky G Limited personnel by not publicly disclosing identifiable personal information, images, or details regarding company operations without prior written approval.

22.4 Breach and Remedies:

In the event of any breach of this Social Media Restrictions clause, Sparky G Limited reserves the right to seek immediate removal of such content, pursue legal remedies for defamation, disparagement, breach of privacy, and/or seek damages for any harm caused to its reputation or business interests.

22.5 Consent for Promotion:

Sparky G Limited reserves the right to use photographs, videos, or testimonials from the completed works for its own promotional purposes, subject to obtaining necessary consent where appropriate.

23 UPDATES OF TERMS

23.1 These Terms may be updated from time to time. Updated versions apply to all future quotes and engagements or current in progress contracts after the date of publication.