Grove Electrical Limited – Terms & Conditions of Trade

1. Definitions
1.1 "Electrician" means Grove Electrical Limited, its successors and assigns or any person acting on behalf of and with the authority of Grove Electrical Limited.
1.2 "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
1.3 "Goods" means all Goods or Services supplied by the Electrician to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
1.4 "Price" means the Price payable for the Goods as agreed between the Electrician and the Customer in accordance with clause 6 below.

2. Acceptance
2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
2.2 These terms and conditions may only be amended with the Electrician's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Electrician.

3. Authorised Representatives
3.1 Unless otherwise limited as per clause 3.2 the Customer agrees that should the Customer introduce any third party to the Electrician as the Customer's duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any materials or Services on the Customer's behalf and/or to request any variation to the works on the Customer's behalf (such authority to continue until all requested works have been completed or the Customer otherwise notifies the Electrician in writing that said person is no longer the Customer's duly authorised representative).
3.2 In the event that the Customer's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise the Electrician in writing of the parameters of the limited authority granted to their representative.
3.3 The Customer specifically acknowledges and accepts that they will be solely liable to the Electrician for all additional costs incurred by the Electrician (including the Electrician's profit margin) in providing any works, materials, services or variation/s requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).

4. Electronic Transactions Act 2002
4.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.

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

6. Price and Payment
6.1 At the Electrician's sole discretion the Price shall be either:
(a) as indicated on any invoice provided by the Electrician to the Customer; or
(b) the Electrician's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
6.2 The Electrician reserves the right to change the Price:
(a) if a variation to the Goods which are to be supplied is requested; or
(b) if a variation to the Goods originally scheduled (including any applicable plans or specifications) is requested; or
(c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, existing wiring and or switchboard not being compliant, prerequisite work by any third party not being completed, hard rock or other barriers below the surface or iron reinforcing rods in concrete, other latent soil conditions, hidden underground pipes and wiring, etc.) which are only discovered on commencement of the Services; or
(d) in the event of increases to the Electrician in the cost of labour or materials which are beyond the Electrician's control.
6.3 At the Electrician's sole discretion a non-refundable deposit may be required.
6.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by the Electrician, which may be:
(a) on delivery of the Goods;
(b) on completion of the Services;
(c) by way of instalments/progress payments in accordance with the Electrician's payment schedule;
(d) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
(e) the date specified on any invoice or other form as being the date for payment;
(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Electrician.
6.5 Payment may be made by cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and the Electrician.
6.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Electrician an amount equal to any GST the Electrician must pay for any supply by the Electrician under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

7. Delivery
7.1 Subject to clause 7.2 it is the Electrician's responsibility to ensure that the Services start as soon as it is reasonably possible.
7.2 The Services' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Electrician claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond the Electrician's control, including but not limited to any failure by the Customer to:
(a) make a selection; or
(b) have the site ready for the Services; or
(c) notify the Electrician that the site is ready.
7.3 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Electrician shall be entitled to charge a reasonable fee for redelivery and/or storage.
7.4 The Electrician may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
7.5 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:
(a) such discrepancy in quantity shall not exceed five percent (5%); and
(b) the Price shall be adjusted pro rata to the discrepancy.
7.6 Any time or date given by the Electrician to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and the Electrician will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

8. Risk
8.1 If the Electrician retains ownership of the Goods under clause 17 then:
(a) where the Electrician is supplying Goods only, all risk for the Goods shall immediately pass to the Customer on delivery and the Customer must insure the Goods on or before delivery. Delivery of the Goods shall be deemed to have taken place immediately at the time that the Goods are delivered by the Electrician or the Electrician's nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address).
(b) where the Electrician is to both supply and install Goods then the Electrician shall maintain a contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Customer.
8.2 The Customer acknowledges that Goods supplied may:
(a) fade or change colour over time; and
(b) expand, contract or distort as a result of exposure to heat, cold, weather; and
(c) mark or stain if exposed to certain substances; and
(d) be damaged or disfigured by impact or scratching.
8.3 In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Customer then the Customer agrees to notify the Electrician immediately upon any proposed changes. The Customer agrees to indemnify the Electrician against any additional costs incurred with such a relocation of electrical wiring. All such variances shall be invoiced in accordance with clause 6.2.
8.4 All work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with the Australian and New Zealand Wiring standards.
8.5 The Customer warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If, for any reason (including the discovery of asbestos, defective or unsafe wiring, or dangerous access to roofing), the Electrician reasonably forms the opinion that the Customer's premises is not safe for the installation of Goods to proceed then the Electrician shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 7.2 above) until the Electrician is satisfied that it is safe for the installation to proceed.
8.6 Where the Customer has supplied materials for the Electrician to complete the Services, the Customer acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. The Electrician shall not be responsible for any defects in the materials, any loss or damage to the Goods (or any part thereof), howsoever arising from the use of materials supplied by the Customer.
8.7 The Customer acknowledges that the Electrician is only responsible for parts that are replaced by the Electrician, and in the event that other parts/Goods, subsequently fail, the Customer agrees to indemnify the Electrician against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising.
8.8 The Customer acknowledges and agree that where the Electrician has performed temporary repairs that:
(a) the Electrician offers no guarantee against the reoccurrence of the initial fault, or any further damage caused; and
(b) the Electrician will immediately advise the Customer of the fault and shall provide the Customer with an estimate for the full repair.

9. Specifications
9.1 The Customer acknowledges that:
(a) all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in the Electrician's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by the Electrician;
(b) while the Electrician may have provided information or figures to the Customer regarding the performance of the Goods, the Customer acknowledges that the Electrician has given these in good faith, and are estimates based on industry prescribed estimates.
9.2 The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use.
9.3 The Electrician reserves the right to substitute comparable Goods (or components of the Goods), and in all such cases the Electrician will notify the Customer in advance of any such substitution.

10. Accuracy of Customer's Plans and Measurements
10.1 The Electrician shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, the Electrician accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

11. Care of Goods
11.1 The Electrician may at its discretion notify the Customer that it requires to store at the worksite Goods, materials, fittings and appliances, or plant and tools required for the Services, in which event the Customer shall supply the Electrician a safe area for storage and shall take all reasonable efforts to protect all items so stored from possible destruction, theft or damage. In the event that any such items are destroyed, stolen or damaged then the cost of repair or replacement shall be the Customer's responsibility.

12. Surplus Goods
12.1 Unless otherwise stated elsewhere in this contract:
(a) demolished Goods remain the Customer's property; and
(b) Goods which the Electrician brings to the site which are surplus remain the property of the Electrician.

13. Access
13.1 The Customer shall ensure that the Electrician has clear and free access to the work site at all times to enable them to undertake the Services. The Electrician 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 the Electrician.

14. Underground Locations
14.1 Prior to the Electrician commencing any work the Customer must advise the Electrician of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
14.2 Whilst the Electrician will take all care to avoid damage to any underground services the Customer agrees to indemnify the Electrician in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 14.1.

15. Compliance with Laws
15.1 The Customer and the Electrician shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
15.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.
15.3 The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

16. Construction Contracts Act 2002
16.1 The Customer hereby expressly acknowledges that:
(a) the Electrician has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer, and:
(i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer; or
(ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or
(iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to the Electrician by a particular date; and
(iv) the Electrician has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.
(b) if the Electrician suspends work, it:
(i) is not in breach of contract; and
(ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and
(iii) is entitled to an extension of time to complete the contract; and
(iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
(c) if the Electrician exercises the right to suspend work, the exercise of that right does not:
(i) affect any rights that would otherwise have been available to the Electrician under the Contractual Remedies Act 1979; or
(ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of the Electrician suspending work under this provision.

17. Title
17.1 The Electrician and the Customer agree that ownership of the Goods shall not pass until:
(a) the Customer has paid the Electrician all amounts owing to the Electrician; and
(b) the Customer has met all of its other obligations to the Electrician.
17.2 Receipt by the Electrician 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.
17.3 It is further agreed that:
(a) until ownership of the Goods passes to the Customer in accordance with clause 17.1 that the Customer is only a bailee of the Goods and must return the Goods to the Electrician on request.
(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Electrician and must pay to the Electrician the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Electrician and must pay or deliver the proceeds to the Electrician on demand.
(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Electrician and must sell, dispose of or return the resulting product to the Electrician as it so directs.
(e) the Customer irrevocably authorises the Electrician to enter any premises where the Electrician believes the Goods are kept and recover possession of the Goods.
(f) the Electrician may recover possession of any Goods in transit whether or not delivery has occurred.
(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Electrician.
(h) the Electrician may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

18. Personal Property Securities Act 1999 ("PPSA")
18.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
(b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to the Electrician for Services – that have previously been supplied and that will be supplied in the future by the Electrician to the Customer.
18.2 The Customer undertakes to:
(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Electrician may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
(b) indemnify, and upon demand reimburse, the Electrician for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Electrician; and
(d) immediately advise the Electrician of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
18.3 The Electrician and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
18.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
18.5 Unless otherwise agreed to in writing by the Electrician, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
18.6 The Customer shall unconditionally ratify any actions taken by the Electrician under clauses 18.1 to 18.5.

19. Security and Charge
19.1 In consideration of the Electrician agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
19.2 The Customer indemnifies the Electrician from and against all the Electrician's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Electrician's rights under this clause.
19.3 The Customer irrevocably appoints the Electrician and each director of the Electrician as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 19 including, but not limited to, signing any document on the Customer's behalf.

20. Customer's Disclaimer
20.1 The Customer hereby disclaims any right to rescind, or cancel any contract with the Electrician or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by the Electrician and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

21. Defects
21.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Electrician of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Electrician an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Electrician has agreed in writing that the Customer is entitled to reject, the Electrician's liability is limited to either (at the Electrician's discretion) replacing the Goods or repairing the Goods.
21.2 Goods will not be accepted for return other than in accordance with 21.1 above.

22. Warranty
22.1 Subject to the conditions of warranty set out in clause 22.2 the Electrician warrants that if any defect in any workmanship of the Electrician becomes apparent and is reported to the Electrician within twelve (12) months of the date of delivery (time being of the essence) then the Electrician will either (at the Electrician's sole discretion) replace or remedy the workmanship.
22.2 The conditions applicable to the warranty given by clause 22.1 are:
(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
(i) failure on the part of the Customer to properly maintain any Goods; or
(ii) failure on the part of the Customer to follow any instructions or guidelines provided by the Electrician; or
(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
(v) fair wear and tear, any accident or act of God.
(b) the warranty shall cease and the Electrician shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Electrician's consent.
(c) in respect of all claims the Electrician shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
22.3 For Goods not manufactured by the Electrician, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Electrician shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

23. Consumer Guarantees Act 1993
23.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Electrician to the Customer.

24. Intellectual Property
24.1 Where the Electrician has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Electrician.
24.2 The Customer warrants that all designs, specifications or instructions given to the Electrician will not cause the Electrician to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Electrician against any action taken by a third party against the Electrician in respect of any such infringement.
24.3 The Customer agrees that the Electrician may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Electrician has created for the Customer.

25. Default and Consequences of Default
25.1 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 the Electrician's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
25.2 If the Customer owes the Electrician any money the Customer shall indemnify the Electrician from and against all costs and disbursements incurred by the Electrician in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Electrician's collection agency costs, and bank dishonour fees).
25.3 Without prejudice to any other remedies the Electrician may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Electrician may suspend or terminate the supply of Goods to the Customer. The Electrician will not be liable to the Customer for any loss or damage the Customer suffers because the Electrician has exercised its rights under this clause.
25.4 Without prejudice to the Electrician's other remedies at law the Electrician shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Electrician shall, whether or not due for payment, become immediately payable if:
(a) any money payable to the Electrician becomes overdue, or in the Electrician's opinion the Customer will be unable to make a payment when it falls due;
(b) the Customer becomes insolvent, 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 Customer or any asset of the Customer.

26. Cancellation
26.1 The Electrician may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Electrician shall repay to the Customer any money paid by the Customer for the Goods. The Electrician shall not be liable for any loss or damage whatsoever arising from such cancellation.
26.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Electrician as a direct result of the cancellation (including, but not limited to, any loss of profits).
26.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

27. Privacy Act 1993
27.1 The Customer authorises the Electrician or the Electrician's agent to:
(a) access, collect, retain and use any information about the Customer;
(i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
(ii) for the purpose of marketing products and services to the Customer.
(b) disclose information about the Customer, whether collected by the Electrician from the Customer directly or obtained by the Electrician 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 Customer.
27.2 Where the Customer is an individual the authorities under clause 27.1 are authorities or consents for the purposes of the Privacy Act 1993.
27.3 The Customer shall have the right to request the Electrician for a copy of the information about the Customer retained by the Electrician and the right to request the Electrician to correct any incorrect information about the Customer held by the Electrician.

28. Dispute Resolution
28.1 All disputes and differences between the Customer and the Electrician touching and concerning this agreement 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.

29. General
29.1 The failure by the Electrician to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Electrician'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.
29.2 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 Porirua in New Zealand.
29.3 The Electrician shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Electrician of these terms and conditions (alternatively the Electrician's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
29.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Electrician nor to withhold payment of any invoice because part of that invoice is in dispute.
29.5 The Electrician may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
29.6 The Customer agrees that the Electrician may amend these terms and conditions at any time. If the Electrician makes a change to these terms and conditions, then that change will take effect from the date on which the Electrician notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Electrician to provide Goods to the Customer.
29.7 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.
29.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Please note that a larger print version of these terms and conditions is available from the Electrician on request.

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