MAGUIRE INDUSTRIES

BAY OF PLENTY
NEW ZEALAND

027 209 9915
info@maguireindustries.co.nz
www.maguireindustries.co.nz

TERMS OF TRADE

Effective from: 1 January 2025

Last amended: 29 September 2026

Company: Maguire Industries Limited

NZBN: 9429051916503

Registered office: 35 Cotula Way, Papamoa Beach 3118

Email: info@maguireindustries.co.nz

Phone: 027 209 9915

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1. APPLICATION OF THESE TERMS

1.1. These Terms of Trade apply to all work undertaken by **Maguire Industries Limited** ("the Company", “we”, “us”) for the customer identified in our quotation or invoice ("the Customer", “you”).

1.2. The agreement between us consists of:

1.2.1. the accepted quotation or invoice;

1.2.2. any plans, drawings, specifications or scope of work included with it;

1.2.3. any variations subsequently agreed between us; and

1.2.4. these Terms of Trade.

1.3. By accepting our quotation, paying a deposit, or instructing us to begin work, you accept these Terms.

2. DEFINITIONS

2.1. In these Terms:

Company means Maguire Industries Limited.

Customer means the person, company, partnership, trust or other entity named in the Quotation or Invoice.

Contract means the agreement between the Company and the Customer incorporating these Terms.

Customer Materials means any materials, components, equipment, posts, strainers, wires, netting, fittings or other items supplied by or on behalf of the Customer.

GST means goods and services tax imposed under the Goods and Services Tax Act 1985.

Invoice means the Company's formal request for payment for the Work that the Customer has agreed to proceed with and pay for.

Quotation means the Company's written quotation, estimate or proposal for the Work.

Site means the orchard, property or other location where the Work is to be undertaken.

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Work means all services, construction, installation, labour, design, mapping, supply of materials, machinery, equipment and other work described in the Quotation or Invoice.
Working Day has the meaning given to that term in the Construction Contracts Act 2002.

3. QUOTATIONS AND ESTIMATES

3.1. Our quotation is based on the scope, quantities, plans, information and site conditions reasonably known to us when the quotation is prepared.

3.2. Unless stated otherwise:
- 3.2.1. quotations are valid for 30 days;
- 3.2.2. prices are in New Zealand dollars and exclude GST; and
- 3.2.3. only work specifically included in the quotation is included in the price.

3.3. If actual quantities, site conditions or requirements differ materially from what the quotation was based on, the price may be adjusted accordingly.

3.4. Where we provide an estimate rather than a fixed quotation, you will be charged for the actual work undertaken and materials supplied.

4. SCOPE OF WORK

4.1. The Company will carry out the work described in the accepted quotation and any agreed plans or specifications.

4.2. Anything outside the agreed scope will be treated as a variation.

4.3. Unless specifically included in our quotation, our work does not include engineering or surveying certification, consents, ground remediation, removal of existing structures or vegetation, drainage or electrical work, or repairs to existing structures.

5. SITE ACCESS AND CUSTOMER INFORMATION

5.1. You must provide reasonable and safe access to the Site and any information reasonably required for us to complete the Work.

5.2. Before work begins, you must advise us of any known:
- 5.2.1. underground services, irrigation, drainage, pipes or cables;
- 5.2.2. hazards or sensitive areas;
- 5.2.3. access or machinery restrictions; and
- 5.2.4. other conditions that may materially affect the Work.

5.3. We are entitled to rely on plans, measurements, GPS data, specifications and other information supplied or approved by you.

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5.4. Additional work or costs resulting from materially incorrect or incomplete Customer information may be treated as a variation.

6. SITE AND GROUND CONDITIONS

6.1. Orchard and vineyard construction may be affected by conditions that cannot reasonably be identified before work begins. These may include rock, hard or unstable ground, excessive water, buried structures, unidentified services, difficult terrain, obstructions or unsuitable existing structures.

6.2. If unexpected conditions materially affect the Work, we will, where reasonably practical, discuss the situation and any additional cost with you before proceeding.

6.3. Additional labour, machinery, materials, design changes or other work reasonably required because of unforeseen Site conditions may be charged as a variation.

7. WEATHER AND PROPERTY CARE

7.1. We will take reasonable care while working on your property.

7.2. You acknowledge that construction machinery may cause reasonable and unavoidable ground disturbance, particularly in wet conditions.

7.3. We may delay or suspend work where we reasonably believe conditions are unsafe, machinery could be damaged, or continuing could cause unreasonable damage to the Site.

7.4. Weather and unsuitable ground conditions may result in a reasonable extension of the project timeframe.

7.5. We remain responsible for damage caused by our negligence or failure to exercise reasonable care.

8. CUSTOMER-SUPPLIED MATERIALS

8.1. Where you supply materials, you are responsible for ensuring those materials:

8.1.1. meet the agreed specification;
8.1.2. are suitable for their intended purpose;
8.1.3. are available in sufficient quantities; and
8.1.4. are available when required.

8.2. We are not responsible for defects, delays or additional work caused by defective, unsuitable, insufficient or incorrectly specified Customer-supplied materials.

8.3. Additional work or costs resulting from Customer-supplied materials may be charged as a variation.

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9. VARIATIONS

9.1. A variation is any material change to the agreed scope, quantities, design, materials, method or other project requirements.

9.2. Variations may also arise from unexpected Site conditions, inaccurate information, access changes or other circumstances that materially change the basis of our quotation.

9.3. Where reasonably practical, we will advise you of the variation and estimated additional cost before carrying out the additional work.

9.4. Variations may be approved by quotation, email, text message or directly with Jared Maguire, Chief Operations Officer.

10. PAYMENT

10.1. Any deposit and progress-payment requirements will be set out in our quotation or invoice or agreed directly between you and Jared Maguire, Chief Operations Officer.

10.2. Unless otherwise agreed, invoices are payable within 7 days.

10.3. If an undisputed payment becomes overdue, we may suspend the affected Work until payment is made, subject to applicable law.

10.4. You may be responsible for reasonable costs incurred by us in recovering overdue amounts, to the extent permitted by law.

10.5. Ownership of materials supplied by us remains with Maguire Industries until those materials and other amounts due under the relevant Contract have been paid in full.

11. PROJECT TIMING AND DELAYS

11.1. We will make all reasonable efforts to meet the project timeframe discussed with you.

11.2. Unless specifically guaranteed in writing, commencement and completion dates are estimates.

11.3. We are entitled to a reasonable extension of time for delays caused by weather, unsuitable ground, access issues, variations, supply shortages, Customer delays, machinery breakdown, other contractors or circumstances outside our reasonable control.

11.4. We will keep you reasonably informed where a significant delay affects the project.

12. WORKMANSHIP AND DEFECTS

12.1. We will perform the Work with reasonable care and skill.

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12.2. If you believe there is a defect in our Work, you must notify us within a reasonable time and give us a reasonable opportunity to inspect the issue.

12.3. Where a defect was caused by our workmanship, we will rectify the defect or provide another appropriate remedy.

12.4. The Company is not responsible for defects caused by Customer-supplied materials, Customer designs or instructions, existing structures, ground movement, severe weather, flooding, third-party interference, misuse, alteration, normal wear and tear, or where the Customer chooses to proceed against advice or recommendations provided by the Company.

12.5. Where you choose to proceed against our advice or recommendations, we will explain any material concerns where reasonably practical, and you accept the risks reasonably associated with that decision.

12.6. The Customer must give the Company a reasonable opportunity to inspect and rectify an alleged defect before engaging another contractor, unless urgent action is reasonably required to prevent further damage.

13. ORCHARD STRUCTURES AND MAINTENANCE

13.1. Unless expressly included in our quotation, the Company does not provide engineering or structural certification.

13.2. Where Work is carried out using plans, specifications, engineering information, designs or instructions supplied by the Customer, the Company is entitled to rely on that information and is not responsible for its adequacy or suitability.

13.3. We are not responsible for damage or failure caused by exceptional weather, flooding, falling trees or branches, impact, ground movement, overloading, deterioration of existing structures, or other circumstances outside our reasonable control.

13.4. The Customer is responsible for ongoing inspection and maintenance of completed structures unless you have separately engaged the Company to provide those services.

13.5. The Customer should notify the Company promptly if you identify damage or a structural concern.

14. HEALTH AND SAFETY

14.1. Both parties must comply with their respective health and safety obligations.

14.2. You must advise us of known Site hazards.

14.3. We may stop or suspend Work where we reasonably consider conditions unsafe.

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14.4. Children, members of the public and unauthorised persons must remain clear of active Work areas and machinery.

14.5. We may use employees, contractors or subcontractors to undertake some of the Work.

14.6. We will obtain your prior approval before subcontracting a substantial or material part of the project.

15. LIABILITY AND INSURANCE

15.1. We will take reasonable care when carrying out the Work and remain responsible where required by law.

15.2. To the maximum extent permitted by law, we are not liable for indirect or consequential loss, including loss of production, crop yield, profit, revenue or business interruption.

15.3. To the maximum extent permitted by law, where we are liable for a breach of the Contract, our liability is limited to the amount paid or payable under the relevant Contract.

15.4. Nothing in these Terms excludes or limits liability where doing so is prohibited by law.

15.5. Unless otherwise agreed, you are responsible for appropriately insuring your orchard, crops, existing structures, Customer-supplied materials and other property.

16. CANCELLATION AND DISPUTES

16.1. If you cancel the Work after accepting our quotation, you must pay for:

16.1.1. Work already completed;

16.1.2. materials purchased or committed to; and

16.1.3. reasonable costs incurred by us because of the cancellation.

16.2. Either party may terminate the Contract where the other party materially breaches it and does not remedy the breach within a reasonable period after receiving notice.

16.3. If a dispute arises, both parties will first attempt to resolve it through good-faith discussion.

16.4. If the dispute cannot be resolved through discussion, the parties may agree to attempt to resolve it through mediation or another form of dispute resolution.

17. DESIGNS, PHOTOGRAPHS AND INFORMATION

17.1. Intellectual property created by the Company, including designs, GPS maps, orchard layouts, drawings, calculations, templates and methodologies, remains our property unless otherwise agreed.

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17.2. Once payment has been made in full, you may use project-specific plans and drawings for the Site for which they were prepared.

17.3. We may take photographs of the Work for record keeping, quality control and insurance purposes.

17.4. We may use non-sensitive photographs of completed Work for marketing unless you ask us not to.

17.5. We will not publish commercially sensitive Customer information without consent.

18. GENERAL

18.1. Neither party is liable for failure or delay caused by circumstances beyond its reasonable control.

18.2. Both parties will keep commercially sensitive information confidential except where disclosure is reasonably necessary to perform the Contract, obtain professional advice, or comply with the law.

18.3. These Terms, together with the accepted quotation, agreed plans or specifications and agreed variations, form the agreement between us.

18.4. Nothing in these Terms removes or limits any rights or obligations that cannot lawfully be excluded.

18.5. The Terms applying to a project are the Terms provided to or accepted by you when the Contract is formed, unless we subsequently agree otherwise in writing.

19. CUSTOMER ACCEPTANCE

19.1. By accepting our quotation, paying a deposit or instructing us to commence Work, you confirm that:

19.1.1. you accept these Terms of Trade;

19.1.2. you have authority to enter into the Contract; and

19.1.3. the information you have provided to us is accurate to the best of your knowledge.

SCHEDULE 1 — SITE ASSUMPTIONS AND EXCLUSIONS

Unless expressly stated otherwise in the Quotation, the price assumes:

1. reasonable machinery access is available;
2. the Site is reasonably accessible;

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3. ground conditions are suitable for the proposed Work;
4. there are no unidentified underground services;
5. Customer Materials are available when required;
6. Customer-supplied information is accurate;
7. no significant rock, concrete, buried structures or other obstructions are encountered;
8. existing structures are suitable for integration where applicable;
9. the Work can proceed without unreasonable interruption;
10. normal weather and ground conditions apply; and
11. no material changes are made to the agreed design or scope.

Any departure from these assumptions may result in a variation.

END OF MAGUIRE INDUSTRIES LIMITED TERMS OF TRADE