

iSparkie Limited – Terms and Conditions

1. Definitions 1.1 "Company" refers to iSparkie Limited, including its employees, subcontractors, and any representatives acting on its behalf. 1.2 "Customer" refers to any individual, business, or organization that engages the Company for services, including property owners, tenants, and authorized agents. 1.3 "Services" refer to the electrical, refrigeration, and any other related work provided by the Company, including but not limited to installation, maintenance, repairs, and inspections. 1.4 "Goods" refer to any materials, products, or equipment supplied by the Company as part of the Services, including but not limited to wiring, fixtures, appliances, and replacement parts.

2. Quotation and Acceptance 2.1 Any quotation provided by the Company is valid for a period of 30 days from the date of issue unless explicitly stated otherwise in writing. 2.2 Quotations are based on the information available at the time and may be subject to adjustments if unforeseen circumstances arise, such as additional materials required due to hidden defects or unknown site conditions. 2.3 The Company reserves the right to revise the quotation should there be any changes in material costs, labor requirements, or external factors beyond the Company's control. 2.4 Acceptance of the quotation constitutes agreement with these Terms and Conditions and an obligation to proceed under the stated terms. 2.5 The Company reserves the right to refuse or withdraw a quotation at its discretion before work commences.

3. Payment Terms 3.1 Invoices issued by the Company must be paid in full within 7 days of the invoice date unless otherwise agreed upon in writing before work commences. 3.2 A deposit may be required before work begins, particularly for larger projects or custom orders involving special materials. 3.3 Failure to make timely payment may result in the suspension of ongoing work and refusal of further services until outstanding amounts are settled. 3.4 Any late payments may incur interest at a rate of 2% per month, calculated daily, from the due date until the full balance is cleared. 3.5 The Customer is responsible for any costs associated with debt recovery should non-payment lead to legal or collection proceedings. 3.6 If a dispute arises regarding an invoice, the Customer must notify the Company in writing within 5 days of receiving the invoice, detailing the basis of the dispute.

4. Ownership and Risk 4.1 Ownership of any Goods supplied as part of the Services remains with the Company until full payment, including any applicable fees or interest, is received. 4.2 Risk of loss, damage, or theft of Goods passes to the Customer upon delivery, installation, or possession, whichever occurs first. 4.3 The Company retains the right to recover any Goods not fully paid for and may enter the Customer's premises to reclaim them if necessary. 4.4 The Customer must not sell, transfer, or use unpaid Goods as collateral.

5. Warranties and Liability 5.1 The Company warrants that all Services provided will be carried out with reasonable skill, diligence, and in accordance with industry

standards. 5.2 Any defects in workmanship must be reported within 12 months from the date of completion for rectification at the Company's discretion. 5.3 This warranty does not cover issues arising from wear and tear, improper use, lack of maintenance, unauthorized modifications, or external factors beyond the Company's control. 5.4 The Company is not liable for any indirect, incidental, or consequential damages, including loss of business, revenue, or profits, resulting from the Services provided. 5.5 The Customer agrees that the Company's total liability under any circumstances shall not exceed the total value of the Services provided.

6. Access and Site Conditions 6.1 The Customer must ensure that the site is accessible and safe for work to commence as scheduled. 6.2 Any obstructions, delays, or additional requirements affecting the work may incur additional charges, which will be communicated to the Customer. 6.3 The Customer is responsible for obtaining any necessary permits or consents required for the work. 6.4 The Company is not liable for any damage to underground or hidden infrastructure (such as wiring, pipes, or drainage systems) unless provided with accurate plans prior to commencement.

7. Variations and Cancellations 7.1 Any changes to the agreed scope of work must be requested in writing and may result in revised costs, additional charges, or an extension of the completion timeline. 7.2 The Company reserves the right to refuse variations if they significantly alter the nature or feasibility of the original agreement. 7.3 Cancellations made by the Customer after work has commenced may result in charges for work completed, materials purchased, and any associated costs incurred up to the cancellation date. 7.4 The Company may cancel the agreement if external circumstances, such as supply chain issues or force majeure events, prevent the Services from being carried out within a reasonable timeframe.

8. Health and Safety 8.1 The Company will comply with all relevant health and safety regulations and take necessary precautions to ensure a safe working environment. 8.2 The Customer must notify the Company in advance of any known hazards on the site, such as asbestos, hazardous chemicals, or structural weaknesses. 8.3 If an unsafe condition is identified during work, the Company reserves the right to pause work until the issue is resolved, with any additional costs incurred being chargeable to the Customer.

9. Governing Law and Disputes 9.1 These Terms and Conditions are governed by the laws of New Zealand. 9.2 Any disputes arising from the interpretation or execution of these Terms and Conditions will be resolved through negotiation, and if necessary, through the courts of New Zealand. 9.3 The Customer agrees to indemnify the Company against any legal claims arising from misuse or third-party alterations to the Services or Goods provided.