

PCS CLEANING SERVICES LIMITED

P O Box 14-218 Wellington 6241 Tel. 0800 56 57 58 Mobile (021) 299 8700
dave@pcscleaningservices.co.nz www.pcscleaningservices.co.nz

**Purchase Order
Request for Cleaning Services**

PCS Rep _____

Name of Client requesting and authorizing this purchase

If on behalf of a company or other organization please provide the following details:

Organisation Name _____

Address _____

Email _____

Telephone _____

Contact Person _____

Do you have a reference number for this purchase? _____

Address / Site to be cleaned

Date cleaning services are required

Description of work required

Agreed Price / Rate _____

Acceptance Statement

I hereby request and authorise **PCS Cleaning Services Limited** to provide the above mentioned cleaning services for the above mentioned price on Terms and Conditions on reverse of this document. I confirm receipt and acceptance of these terms and conditions.

Signed by the Client _____

Date _____

Accepted by
PCS Cleaning Services Limited _____

PCS CLEANING SERVICES LIMITED Terms and Conditions of Trade

1. General

These Terms and Conditions set out the basis on which PCS Cleaning Services Limited agrees to sell goods or provide services to the Customer (you) and will apply to all such sales unless otherwise agreed in writing.

PCS Cleaning Services Limited may amend these Terms and Conditions from time to time and will provide you with an amended copy.

2. Contract

A contract shall exist between PCS Cleaning Services Limited and you provided:

- a. You complete an order form in person, by phone, post, facsimile or e-mail and it is accepted by PCS Cleaning Services Limited as a completed order form and/or the goods are dispatched from PCS Cleaning Services Limited's warehouse; or
- b. You request that PCS Cleaning Services Limited completes an order form for you, and a copy of the order form is given to you; or
- c. You sign a contract with PCS Cleaning Services Limited for the ongoing provision of cleaning services with these terms and conditions of trade attached in a schedule.

3. Payment/Discounted Price

Unless agreed in writing by PCS Cleaning Services Limited, you are liable for the amount stated on the invoice and payment is due on the due date shown on the invoice.

You are liable for any tax or other duties which may be payable in respect of the goods or services (including GST if the invoice does not specifically include GST). Any dispute over the invoice shall be made by you to PCS Cleaning Services Limited in writing within seven days following the date of the invoice and if no such dispute is raised within seven days the invoice becomes final and undisputed. Any variation to this must be agreed between the parties in writing.

If any discounted price has been agreed upon, it will be stated on the invoice. If the agreed time has lapsed for payment of that invoice, you will be re-invoiced at the full retail amount.

4. Overdue Accounts and Default Interest

If full payment for the amount invoiced is not received by the due date shown on the invoice the account will be overdue. Interest shall be charged and shall be payable on all accounts not paid by the due date at the rate of 5% per annum above PCS Cleaning Services Limited's banker's overdraft rate on all overdue monies on a compounding daily basis.

You are liable for and agree to pay all expenses, disbursements, and costs, including debt collection costs and legal costs, incurred by PCS Cleaning Services Limited in relation to collection of any overdue monies and enforcement of rights contained in this contract.

PCS Cleaning Services Limited may suspend delivery of further products, or performance of further services until the overdue account is paid in full.

5. Freight and Risk

PCS Cleaning Services Limited undertakes to use all reasonable endeavors to deliver the goods within the date specified on the order form, if any. Delivery shall be deemed completed once the goods are delivered to you.

The risk in the goods shall pass to you upon delivery of the goods.

6. Ownership

Title to the goods shall not pass to you until the purchase price has been paid in full, notwithstanding the earlier delivery and possession to you. Until you have made payment in full, PCS Cleaning Services Limited shall have the right to repossess the goods should you fail to pay for the goods as required in full and you irrevocably authorize PCS Cleaning Services Limited or appointed agents acting on behalf of PCS Cleaning Services Limited to enter any premises where the goods are held for this purpose.

7. Personal Property Securities Act 1999

You acknowledge that the title and ownership clause creates a security interest (as defined in the Personal Property Securities Act 1999) (PPSA) in the goods. You will at PCS Cleaning Services Limited's request promptly execute any documents, provide all necessary information and do anything else required by PCS Cleaning Services Limited to ensure that the security interest constitutes an affected security interest (as that term is defined in the PPSA) if required by PCS Cleaning Services Limited, including executing any variations to this agreement as reasonably requested by PCS Cleaning Services Limited.

You waive the right under the PPSA to receive a copy of any verification statement otherwise required by the PPSA, including the right to receive any notices. You agree that your account may be debited with the registration costs of registering a financing statement and all other costs associated with the perfection and enforcement of the security interest (including enforcement and legal fees).

8. Dispute Resolution

If any dispute arises in relation to these Terms and Conditions or the relationship between the parties, the parties shall first meet to discuss and endeavour to resolve the matter as soon as possible, but if this is unsuccessful, then the parties may by mutual agreement submit to mediation with the appointment of an independent mediator.

9. Returns

PCS Cleaning Services Limited will not undertake the acceptance of any products returned for credit unless the return is agreed to by PCS Cleaning Services Limited.

10. Information/Privacy

You consent to PCS Cleaning Services Limited obtaining a credit reporting agency check containing personal information (as well as information concerning commercial creditworthiness and activities) for the purpose of assessment by PCS Cleaning Services Limited of an application for credit or for the purpose of the collection of payments which are overdue.

11. Limitation of Liability

If for any reason PCS Cleaning Services Limited is required to pay you for anything under these Terms and Conditions for any defective or faulty goods or sub-standard services, then the most that PCS Cleaning Services Limited has to pay (at PCS Cleaning Services Limited's option) is:

- a. The cost of repairing or replacing any goods or providing additional services or
- b. The cost of refunding any monies paid to PCS Cleaning Services Limited under these Terms and Conditions.

Nothing in these Terms and Conditions shall be read as excluding liability where to do so is not permitted by any act or regulation.

12. Consumer Guarantees Act

Where you have acquired goods or services from PCS Cleaning Services Limited for the purposes of a business, or you have held yourself out as acquiring them for the purpose of a business, you agree that the Consumer Guarantees Act 1993 shall not apply to the supply of these goods or services.

13. Governing Law

These Terms and Conditions are governed by the laws of New Zealand and PCS Cleaning Services Limited and you submit to the jurisdiction of the New Zealand Courts in respect of any dispute or proceeding arising out of these Terms and Conditions.