



TERMS AND CONDITIONS OF SUPPLY

These Terms and Conditions (“Terms”) apply to all goods and services supplied by Firewatch Tauranga Limited (“Firewatch”) to the customer (“Customer”). By accepting delivery of goods or services, the Customer agrees to be bound by these Terms.

1. RETENTION OF TITLE

1.1 Title in all goods supplied by Firewatch shall remain with Firewatch until full payment of all amounts owing by the Customer has been received in cleared funds.

1.2 Until title passes, the Customer:

- a) Holds the goods as bailee and fiduciary agent for Firewatch;
- b) Must store the goods separately and in a manner that clearly identifies them as Firewatch’s property;
- c) Must not charge, pledge, or otherwise encumber the goods;
- d) May sell the goods in the ordinary course of business as agent for Firewatch.

1.3 Where goods are sold prior to payment in full, the Customer holds all proceeds of sale on trust for Firewatch to the extent of any amount owing.

1.4 Firewatch may, without notice and without prejudice to any other rights, enter any premises where it reasonably believes the goods are located to repossess them. The Customer irrevocably grants Firewatch the right to enter such premises for this purpose.

1.5 The Customer agrees that this clause creates a security interest for the purposes of the **Personal Property Securities Act 1999**.

2. PAYMENT TERMS

2.1 Unless otherwise agreed in writing, all invoices are due for payment on or before the 20th day of the month following the invoice date.

2.2 Time for payment is of the essence.

2.3 Firewatch may, at its discretion, require full or partial payment in advance or suspend supply where the Customer is in breach of these Terms.

3. DISPUTED ACCOUNTS

3.1 The Customer must notify Firewatch in writing of any dispute within fourteen (14) days of the invoice date.

3.2 The Customer shall pay all undisputed amounts in accordance with clause 2.

3.3 Failure to notify a dispute within that period constitutes acceptance of the invoice.

4. RETURNS AND CREDITS

4.1 No goods may be returned without Firewatch’s prior written approval.

4.2 Approved returns must be made within seven (7) days of delivery and in original condition unless otherwise agreed.

4.3 Firewatch reserves the right to refuse returns or apply restocking fees.

5. DEFAULT AND INTEREST

5.1 If the Customer fails to make payment by the due date, the Customer is in default.

5.2 Firewatch may charge interest on all overdue amounts at 2% per month, compounded monthly, plus GST, from the due date until payment is received in full.

5.3 Firewatch may suspend or terminate supply without liability until all overdue amounts are paid.

6. RECOVERY COSTS

6.1 The Customer indemnifies Firewatch against all costs and expenses incurred in recovering overdue amounts, including legal fees (on a solicitor-client basis), debt collection fees, and associated disbursements.

7. CUSTOMER INFORMATION AND PRIVACY

7.1 The Customer authorises Firewatch to collect, use, and disclose personal and commercial information for the purposes of:

- a) Assessing creditworthiness;
- b) Administering the Customer's account;
- c) Enforcing these Terms;
- d) Debt recovery.

7.2 Firewatch may disclose such information to credit reporting agencies and third parties in accordance with applicable law.

8. GENERAL

8.1 These Terms constitute the entire agreement between the parties.

8.2 Any variation must be in writing and signed by Firewatch.

8.3 If any provision is unenforceable, the remaining provisions remain in full force.

8.4 These Terms are governed by the laws of New Zealand.

9. LIMITATION OF LIABILITY

9.1 To the maximum extent permitted by law, Firewatch excludes all liability for indirect, consequential, or special loss, including loss of profit, revenue, or business.

9.2 Firewatch's total liability for any claim shall not exceed the lesser of:

- a) The value of the goods or services supplied; or
- b) The cost of re-supplying those goods or services.

9.3 Firewatch is not liable for loss arising from:

- a) Incorrect or incomplete information supplied by the Customer;
- b) Failure to follow Firewatch's recommendations;
- c) Misuse or unauthorised modification;
- d) Events beyond reasonable control.

9.4 Where goods or services are acquired for business purposes, the parties agree that the **Consumer Guarantees Act 1993** and **Fair Trading Act 1986** are excluded to the maximum extent permitted by law.

10. WARRANTY DISCLAIMER

10.1 Except as required by law, all goods and services are provided “as is” without warranties.

10.2 Firewatch disclaims all implied warranties, including fitness for purpose.

10.3 Firewatch does not warrant that:

- a) Systems will be fault-free;
- b) All defects will be identified;
- c) Systems will prevent fire or loss.

10.4 Manufacturer warranties apply where available.

11. FIRE COMPLIANCE, INSPECTIONS, AND BWOFF REQUIREMENTS

11.1 Firewatch provides services in accordance with the **Building Act 2004**, applicable regulations, and standards including:

- a) **NZS 4512**;
- b) **NZS 4541**;
- c) **NZS 4503**;
- d) **AS/NZS 2293**;
- e) The building’s compliance schedule.

11.2 The Customer acknowledges:

- a) Inspections are limited and not exhaustive;
- b) Reports reflect conditions at the time only;
- c) No guarantee of system performance is given.

11.3 The Customer is solely responsible for:

- a) Compliance with all legal and BWOFF requirements;
- b) Maintaining all specified systems;
- c) Ensuring accessibility for inspection;
- d) Maintaining emergency lighting and exit signage in accordance with **AS/NZS 2293**;
- e) Remediating identified defects.

11.4 Firewatch is not liable for:

- a) Failure of any system after inspection;
- b) Fire, alarm, sprinkler, extinguisher, or emergency lighting failure;
- c) BWOFF issuance, refusal, or compliance outcomes.

11.5 Reports and recommendations:

- a) Are guidance only;
- b) Do not guarantee compliance or approval.

11.6 The Customer indemnifies Firewatch against all liability arising from:

- a) Non-compliance with legal obligations;
- b) Failure to act on recommendations;
- c) Use of defective systems.

11.7 FORM 12A RELIANCE AND LIMITATION

11.7.1 Any Form 12A issued by Firewatch is provided in accordance with the **Building Act 2004** and reflects conditions at the time of inspection only.

11.7.2 The Customer agrees that:

- a) A Form 12A is not a guarantee of system performance;
- b) It applies only to inspected systems;
- c) It may not identify all defects;
- d) Conditions may change after inspection.

11.7.3 Firewatch is not liable for reliance on a Form 12A beyond its statutory purpose, including for:

- a) Insurance or financial decisions;
- b) Property transactions;
- c) Post-inspection failures.

11.7.4 To the maximum extent permitted by law, Firewatch excludes all liability relating to Form 12A use.

11.7.5 The Customer indemnifies Firewatch against claims arising from:

- a) Misuse of Form 12A;
- b) Failure to maintain systems;
- c) Failure to disclose relevant information.

11.8 IQP SERVICES AND COUNCIL AUDITS

11.8.1 Where Firewatch provides services as an Independent Qualified Person (“IQP”), those services are carried out for the limited purpose of inspection, maintenance, and reporting procedures required under the **Building Act 2004** and the building’s compliance schedule.

11.8.2 The Customer acknowledges and agrees that:

- a) Firewatch’s role as an IQP is limited to the specified systems and scope of work engaged by the Customer;
- b) Firewatch does not assume responsibility for the overall compliance of the building or any systems not expressly inspected;
- c) Ultimate responsibility for compliance with the compliance schedule and Building Warrant of Fitness (BWOFF) obligations rests solely with the building owner.

11.8.3 Any audit, review, or inspection carried out by a territorial authority (including a council audit of BWOFF documentation or specified systems) may:

- a) Identify matters not apparent at the time of Firewatch’s inspection;
- b) Apply different interpretations of compliance requirements or standards;
- c) Occur after changes to the building, systems, or applicable regulations.

11.8.4 Firewatch shall not be liable for:

- a) Any findings, notices to fix, or enforcement actions issued by a territorial authority;
- b) Any failure of the Customer to meet BWOFF or compliance schedule obligations;
- c) Any discrepancies arising from differing interpretations of standards, including but not limited to **NZS 4512**, **NZS 4541**, **NZS 4503**, or **AS/NZS 2293**.

11.8.5 To the maximum extent permitted by law, Firewatch’s liability is excluded in respect of any claim arising from or in connection with a council audit, except where directly caused by Firewatch’s proven negligence in carrying out the specific services engaged.

11.8.6 The Customer indemnifies Firewatch against all claims, costs, or liabilities arising from:

- a) Any council audit, notice to fix, or enforcement action;
- b) Any failure to maintain systems in accordance with the compliance schedule;
- c) Any alterations, damage, or interference with specified systems after Firewatch’s inspection.