Terms of Trade and Conditions of Service

Effective from: September 2026

These Terms of Trade apply to all goods and services supplied by KC Engineering ("we", "us" or "our"). By accepting a quote, instructing us to proceed with work, or purchasing goods or services from us, you agree to these terms.

1. Quotes & Pricing

Unless otherwise stated, quotes are valid for 30 days.

All prices are in New Zealand dollars and exclude GST unless stated otherwise.

Quotes are based on the information, measurements, drawings and specifications available at the time. Any changes to the agreed scope, additional work or unforeseen requirements may result in additional charges.

2. Customer Information

The customer is responsible for ensuring that any measurements, drawings, specifications, instructions or other information supplied to KC Engineering are accurate and complete.

Additional work or costs resulting from incorrect or incomplete information may be charged to the customer.

3. Variations

Changes or additions to the agreed work may be treated as a variation and charged separately.

Where practicable, we will discuss significant variations with the customer before proceeding.

4. Materials & Customer-Supplied Items

KC Engineering will use materials reasonably suitable for the agreed work unless specific materials or specifications have been agreed.

Where we repair, modify or fabricate using customer-supplied materials, equipment or existing items, we are not responsible for pre-existing faults, deterioration or hidden defects that could not reasonably have been identified before work commenced.

5. Timeframes

Any completion or delivery timeframe provided is an estimate unless specifically agreed otherwise in writing.

We will make reasonable efforts to meet agreed timeframes but are not responsible for delays outside our reasonable control, including supplier delays, material shortages, weather, site access, changes to the work or delays caused by third parties.

6. Site Work

Where work is carried out on site, the customer must provide reasonable and safe access and advise KC

Engineering of any known hazards, site requirements or relevant health and safety requirements.

We reserve the right to suspend work where conditions are unsafe or unsuitable.

7. Payment

Payment terms will be stated on the applicable quote or invoice.

KC Engineering may require deposits or progress payments for certain work.

Invoices must be paid by the due date. Where an account becomes overdue, we may suspend further work and recover reasonable costs incurred in collecting overdue amounts.

8. Ownership

Unless otherwise agreed, ownership of goods supplied or fabricated by KC Engineering remains with KC Engineering until payment for those goods has been received in full.

9. Workmanship

KC Engineering will carry out its services with reasonable care and skill.

If you believe there is an issue with our workmanship, please contact us as soon as reasonably possible so we have an opportunity to inspect and, where appropriate, remedy the issue.

We are not responsible for problems resulting from normal wear and tear, misuse, lack of maintenance, pre-existing faults, customer-supplied materials or specifications, or work subsequently altered or repaired by another party.

10. Cancellation

If work is cancelled after acceptance, the customer may be required to pay for work already completed, materials purchased or committed to, and other reasonable costs incurred by KC Engineering in connection with the work.

12. Consumer & Business Transactions

Nothing in these Terms affects a customer's rights under the Consumer Guarantees Act 1993 or other applicable New Zealand consumer law where those rights apply.

Where goods or services are supplied to a customer acquiring them in trade, the parties agree that the Consumer Guarantees Act 1993 will not apply to the extent permitted by law, where it is fair and reasonable for the parties to be bound by that agreement.

Where the Construction Contracts Act 2002 applies to any work, these Terms are subject to that Act.

13. General

These Terms are governed by New Zealand law.

KC Engineering may update these Terms from time to time. The Terms applying to a job will be those in effect when the work is agreed, unless otherwise agreed in writing.

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