

INSTALL TERMS OF TRADE FOR SIGNAGE – ADDITIONAL TERMS

In addition to Branded Kiwi's standard terms of supply, these Additional Terms apply to any Supplies involving sign installation work (including, without limitation, any sign removal).

1. "Site" shall mean the location that the sign is to be installed.
2. Customer shall obtain at Customer's sole cost all necessary licences, permits and consents required from third parties (including, without limitation, from any regulatory and governmental authorities, property owners/occupiers/managers) for or in connection with the installation works by Customer, Branded Kiwi Ltd and their invitees and agents at the Site (including without limitation access and work rights, and any necessary sign removal, and building consents, planning consent and resource consents required, including, without limitation, in connection with the size, location, materials, height and stability of the sign and the nature of the site, including any heritage building status).
3. Customer shall inform Branded Kiwi Ltd in writing reasonably in advance of installation (including, without limitation, any sign removal) of any requirements as a result of obtaining such licences, permits and consents.
4. Any electrical or engineering work required shall be carried out by a qualified and experienced electrician and engineer (as applicable) at the sole cost of the Customer.
5. Customer will inform Branded Kiwi Ltd in writing of any concealed services (including without limitation pipes and wiring) and any risks or hazards at the Site and provide a site induction to Branded Kiwi Ltd and comply with all health and safety laws, regulations and applicable standards (including without limitation obtaining any working from height permits required).
6. The Customer warrants that the Customer has unencumbered rights and title to any materials (including without limitation to existing or old signs to be removed) to be removed or altered at the Site and that the Customer is authorised to remove and dispose of them.
7. Customer warrants that the building, structure or sub-fascia are structurally sound and in good condition and will sustain the installation (including, without limitation, any sign removal) assuming the use of standard fixtures and fittings and any required sign removal methods. Branded Kiwi Ltd shall not be liable for (and the Customer indemnifies Branded Kiwi Ltd in respect of) any damage caused in using fixtures and fittings or for any penetration of any building, structure or sub-fascia in applying fixtures and fittings or any damage in removing any existing sign prior to installation.
8. The Customer is solely responsible for the sign and installation being compliant with all applicable laws, regulations, rules, by-laws.
9. Delivery shall be deemed completed on delivery of the sign to the Site.
10. Other than where Branded Kiwi Ltd agrees in writing to hold such, Customer shall be responsible for holding contract works insurance and public liability insurance covering the installation works.
11. Customer shall be responsible for ongoing inspections, maintenance, upkeep, and eventual removal, of the sign at Customer's sole cost.
12. Customer indemnifies Branded Kiwi Ltd in connection with any loss, cost, expense, claim or liability, including, without limitation to third parties, incurred or suffered by Branded Kiwi Ltd in connection with the installation work (including, without limitation, any sign removal), and in connection with any property damage during or any time after installation (including, without limitation, any sign removal), including without limitation, resulting from defects or faults with the building, structure or sub-fascia to which the installation is being fixed.
13. Branded Kiwi Ltd may suspend installation works for reasons including (without limitation) health and/or safety concerns, inclement weather, delays outside the reasonable control of Branded Kiwi Ltd, defects or faults in the building, structure or sub-fascia, alternative fastener or fitting requirements, or issues with removing any sign requiring removal before installation.
14. The maximum aggregate liability of Branded Kiwi Ltd under or in connection with these Additional Terms, in tort (including negligence), for breach of statutory duty, for damage to property, or otherwise in respect of any and all claims under or in connection with these Additional Terms will not exceed \$1,000. If Branded Kiwi Ltd is able to successfully recover an amount under any public liability insurance that Branded Kiwi Ltd holds (without being obliged to hold such), then the maximum liability shall not exceed the greater of that amount and \$1,000.

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