



# GreenSplash Terms and Conditions of Customer Service for Literary Service Contracts

## THANK YOU FOR PURCHASING GOODS OR SERVICES FROM GREENSPLASH.

Your decision to purchase goods or services from **GreenSplash** is taken to indicate your acceptance of our terms and conditions of service. Please ensure that you read and understand them.

### 1. ESTIMATES AND QUOTATIONS

a) The estimate or quotation is deemed to interpret the Client's instructions, both written and verbal. The Client is advised to exercise due care and attention when checking estimates or quotations before further work proceeds. The estimate or quotation shall lapse unless accepted within 14 days from the date of the estimate or quotation.

b) Estimates and quotations are based on current costs and are subject to amendment with regards to any cost variations after the estimation or quotation date.

c) Alterations to the original specifications of the estimate or quotation may result in additional charges.

### 2. THE CONTRACT

a) The conditions of the contract between the Client and **GreenSplash** include the items or work indicated by the quotation, estimate or tender documents (where the contract arises from a quotation, estimate or tender) and these terms and conditions of trade, unless separate contract documents are recorded between **GreenSplash** and the Client, which expressly state that the contract conditions herein are cancelled or varied.

b) Where the terms of the quotation, estimate or tender conflict with these terms, the terms of the quotation, estimate or tender shall prevail provided that such is specifically agreed to in writing. No verbal arrangements shall prevail over these terms.

### 3. PRICING POLICY

a) All product or service prices are correct at the time of quoting, uploading onto our website, or otherwise disseminating, but are subject to change without notice. Prices are in New Zealand dollars and do not incur GST because **GreenSplash** is not required to be registered at this time.

### 4. PAYMENT

a) All accounts are due for payment in full within 7 days of the invoice date unless otherwise agreed in writing between **GreenSplash** and the Client.

b) Failure to pay by the due date breaches these terms of trade. In respect of such overdue invoices, **GreenSplash** may, without prejudice to any other rights or remedies it may have, charge penalty interest at a rate of 24% per annum on any unpaid portion of the invoice until such time as the invoice is paid in full.

c) The Client agrees to pay all debt recovery costs/expenses incurred by **GreenSplash** in relation to any unpaid invoice including solicitor and/or debt collection fees.

d) If **GreenSplash** deems the credit of the Client unsatisfactory, **GreenSplash** may at any time demand security for payment and may suspend or terminate the contract. Payment for all work undertaken up to the date of such suspension or termination shall immediately become payable by the Client.

e) The Client shall not be entitled to withhold payment or to make any deductions from the contract price without prior written consent from **GreenSplash**.

f) Payment terms that differ from those established in clause 4(a) may only be made with the written agreement of **GreenSplash** prior to commencement of the contract and must be adhered to by the Client. Alternative payment terms agreed between **GreenSplash** and the Client shall not prejudice any other of **GreenSplash's** rights or terms and conditions of trade.

g) **GreenSplash** reserves the right to stop credit to any client with payments outstanding for more than 14 days. This may include halting work on any projects being undertaken for the Client and/or withholding completed work until payment of outstanding monies is made in full.

### 5. PRIVACY POLICY

a) I keep information I collect about customers on file to help me provide a great service, but I keep your information confidential and don't divulge it to any other individual or company. If you wish to view the information I hold about you, I can arrange this.

### 6. JURISDICTION

a) These terms and conditions and any rights arising from them shall be governed by the laws of New Zealand.