



TERMS OF TRADE

Engineering • Fabrication & Welding • Technology Installations

Tech Fab

Trent Flay — Sole Trader

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These Terms of Trade apply to all quotes, estimates, and work carried out by Tech Fab

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1. Definitions & Interpretation

- 1.1 “Tech Fab”, “we”, “us”, or “our” means Trent Flay, trading as Tech Fab (sole trader), of New Zealand.
- 1.2 “Client”, “you”, or “your” means the person or entity engaging Tech Fab to supply goods or perform work.
- 1.3 “Goods” means any materials, parts, fabricated items, or products supplied by Tech Fab.
- 1.4 “Services” means any engineering, fabrication, welding, installation, or related work carried out by Tech Fab.
- 1.5 “Quote” means a written estimate or fixed-price quotation provided by Tech Fab for specified Goods and/or Services.
- 1.6 “GST” means goods and services tax under the Goods and Services Tax Act 1985.

2. Application of These Terms

- 2.1 These Terms of Trade apply to every Quote issued and every job carried out by Tech Fab, unless varied in writing and signed by Trent Flay.
- 2.2 If any term in a signed Quote or written agreement conflicts with these Terms, the signed Quote or agreement takes precedence for that job only.
- 2.3 By accepting a Quote, requesting work, or allowing Tech Fab to commence work, the Client agrees to be bound by these Terms.

3. Quotes & Estimates

- 3.1 Quotes are valid for 30 days from the date of issue unless otherwise stated, after which prices may be revised.
- 3.2 Quotes are based on information and site conditions known to Tech Fab at the time of quoting. Unless stated as a fixed price, quotes are estimates and the final price may vary where actual conditions, materials, or scope differ from what was quoted.
- 3.3 Where a job is quoted as an estimate rather than a fixed price, Tech Fab will advise the Client as soon as practicable if costs are tracking materially above the estimate.

4. Acceptance & Formation of Contract

- 4.1 A binding contract is formed when the Client accepts a Quote in writing (including by email or text), or when the Client instructs Tech Fab to proceed with work.
- 4.2 Verbal instructions to proceed or vary work are accepted at the Client's risk and will be confirmed in writing by Tech Fab where practicable.

5. Pricing & GST

- 5.1 Tech Fab is registered for GST. All prices quoted are in New Zealand dollars and are exclusive of GST unless stated otherwise. GST is added to invoices at the prevailing rate.
- 5.2 Tech Fab reserves the right to adjust pricing where there is a significant change in the cost of materials between the date of quoting and the date of supply, and will notify the Client before proceeding where this occurs.

6. Payment Terms

- 6.1 Payment terms — including any deposit required, progress payment stages, and final payment terms — will be stated on the Quote for each job and form part of the agreement for that job.
- 6.2 Where a Quote does not specify payment terms, an invoice is issued on completion and is due for payment within 7 days of the invoice date.
- 6.3 Payment is due by the date specified on the invoice or Quote. Overdue accounts may incur interest at 2% per month (or part thereof) on the outstanding balance, and the Client is liable for any reasonable debt-recovery costs incurred by Tech Fab.
- 6.4 Tech Fab may suspend work on any job, including work in progress, where payment on that job or any other job for the same Client is overdue.
- 6.5 Progress payments may be invoiced for larger or longer-running jobs at stages agreed with the Client in advance and set out in the Quote.

7. Variations

- 7.1 Any change to the agreed scope of work — including additional work, changed specifications, or unforeseen site conditions — is a variation and may affect the price and timeframe.
- 7.2 Where practicable, variations will be agreed with the Client in writing (including by text or email) before proceeding. Where a variation is urgent or necessary for safety or to avoid delay, Tech Fab may proceed and confirm the variation as soon as practicable afterward.

8. Client Obligations

The Client agrees to:

- Provide safe and reasonable access to the site for Tech Fab to carry out the work.
- Disclose known hazards, including the location of underground or hidden services (power, water, gas, data), before work begins.
- Ensure any necessary consents, permissions, or landowner approvals are in place before work starts.
- Provide accurate information relevant to the job when requested.
- Make payment in accordance with Section 6.

9. Health & Safety

- 9.1 Tech Fab carries out all work in accordance with its own Health & Safety Management Plan and the Health and Safety at Work Act 2015.
- 9.2 Where work is carried out on a site controlled by the Client or another party, the Client agrees to advise Tech Fab of any site-specific health and safety rules, inductions, or hazards that apply, and to cooperate with Tech Fab on shared health and safety duties as required under the Act.

10. Materials, Delivery & Risk

- 10.1 Risk in any Goods passes to the Client on delivery or installation, whichever occurs first.
- 10.2 Where Tech Fab supplies third-party products (including Harvest technology products), those products are supplied subject to the relevant manufacturer's specifications and warranty terms in addition to these Terms.

11. Retention of Title

- 11.1 Ownership of any Goods, materials, or fabricated items remains with Tech Fab until payment in full has been received for those Goods, notwithstanding that risk has passed to the Client under Section 10.
- 11.2 If payment is overdue, Tech Fab may recover or repossess any Goods for which payment has not been received, and the Client grants Tech Fab a right of access to the site for this purpose on reasonable notice.

12. Workmanship & Warranties

- 12.1 Tech Fab warrants that Services will be carried out with reasonable care and skill. The specific workmanship warranty period applicable to a job (if any) will be confirmed in the Quote for that job.
- 12.2 Warranty claims must be notified to Tech Fab in writing as soon as reasonably practicable after the defect is discovered, and Tech Fab must be given a reasonable opportunity to inspect and remedy the defect before any third party is engaged to do so.
- 12.3 The workmanship warranty does not cover fair wear and tear, damage caused by misuse, incorrect operation, lack of maintenance, unauthorised modification or repair by others, or damage arising from causes outside Tech Fab's control (including weather, pests, or acts of third parties).
- 12.4 Nothing in these Terms excludes, restricts, or modifies any right or remedy the Client has under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, to the extent those rights cannot lawfully be excluded. Where the Client is acquiring Goods or Services for the purposes of a business, the parties agree that the Consumer Guarantees Act 1993 does not apply, as permitted under section 43(2) of that Act.

13. Electrical & Compliance Work

- 13.1 Tech Fab's technology and sensor installation work relates to low-voltage, data, and equipment installation unless otherwise specified in the Quote.
- 13.2 Any prescribed electrical work requiring a registered electrical worker and/or a Certificate of Compliance under the Electricity Act 1992 will be completed by, or arranged through, a suitably licensed electrical worker, and is outside the scope of Tech Fab's own workmanship warranty under Section 12.

14. Delays & Force Majeure

- 14.1 Tech Fab will take reasonable steps to meet agreed timeframes but is not liable for delays caused by circumstances beyond its reasonable control, including weather, supplier delays, site access issues, or events of force majeure.
- 14.2 Where a delay is likely to be significant, Tech Fab will advise the Client as soon as practicable.

15. Cancellation

- 15.1 If the Client cancels a job after a deposit has been paid or work has commenced, Tech Fab may retain an amount reasonably reflecting costs incurred and work completed up to the date of cancellation, including any materials ordered specifically for the job.
- 15.2 Tech Fab may decline or withdraw from a job before work commences, in which case any deposit paid for that job will be refunded in full.

16. Limitation of Liability

- 16.1 To the maximum extent permitted by law, Tech Fab's total liability to the Client arising out of or in connection with any job is limited to the amount paid by the Client for that job.
- 16.2 Tech Fab is not liable for any indirect, consequential, or special loss or damage, including loss of profits, loss of production, or loss of use, arising from its Goods or Services.
- 16.3 Nothing in this Section limits liability that cannot lawfully be excluded or limited, including liability for death, personal injury, or fraud.

17. Intellectual Property

- 17.1 Unless otherwise agreed in writing, any designs, drawings, specifications, or fabrication methods created by Tech Fab in the course of a job remain the intellectual property of Tech Fab, and may not be reproduced or used for further work without Tech Fab's written consent.

18. Confidentiality & Privacy

- 18.1 Each party agrees to keep confidential any non-public information disclosed by the other in connection with a job, except as required to perform the job or by law.
- 18.2 Tech Fab collects and holds personal information provided by the Client in order to quote, invoice, and carry out work, in accordance with the Privacy Act 2020, and will not disclose it to third parties except as necessary to complete the job or as required by law.

19. Dispute Resolution

- 19.1 If a dispute arises, the parties will first attempt to resolve it directly and in good faith. If it cannot be resolved within a reasonable time, either party may refer the matter to mediation before pursuing formal legal proceedings.

20. General

- 20.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.
- 20.2 A failure by Tech Fab to enforce any provision of these Terms is not a waiver of that provision.
- 20.3 The Client may not assign or transfer its rights or obligations under these Terms without Tech Fab's prior written consent.
- 20.4 These Terms, together with the applicable Quote, constitute the entire agreement between the parties for the relevant job.

21. Governing Law

- 21.1 These Terms are governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

22. Contact

Field	Details
Business name	Tech Fab
Structure	Sole trader
Owner	Trent Flay
Website	www.techfab.co.nz
Email	trent@techfab.co.nz
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