

QUOTE



Thank you for the opportunity and your briefing for **Toiora Cohousing Signage**. Our skilled and experienced team will make your project outstanding. To see examples of our recent projects, go to our website www.millercreative.co.nz. We welcome any questions you may have and will be in touch to discuss the next steps shortly.

(x 1.0) 1st Sign \$335.00

Cut and repurposed from an existing sign made of ACM aluminium composite material, 2200 high x 700 wide Attached to two wooden stakes/frame as well (pre installed by the client from existing timber).

- Client to supply cut down panel for Miller application & re-installation.

(x 1.0) 2nd Sign \$195.00

The second sign would go on the existing fire-alarm box in the Montpellier St carpark.

Decal or similar letters stuck onto the existing box, which appears to be powder-coated black metal

- The area of the box we could use is 730mm wide x 1110mm high

- White writing on a black background

TOTAL QUOTE (Excluding GST) \$530.00

The Fine Print:

Exclusions

- Height access equipment, unless otherwise stated
- Traffic Management & Control unless otherwise stated
- Electrical services unless otherwise stated
- Engineer's fees
- Work outside of normal business hours or
- Any other trade work / item other than that included in the above summary.

Payment Terms

- Final account payable within 20 days of invoice

QUOTE DATE: 21/05/21
QUOTE EXPIRY: 11/06/21
QUOTE #: SQ62214

SIGNAGE CONTACT: oliver@millercreative.co.nz
CUSTOMER: Toiora Cohousing
CONTACT: gaybuckingham@tuatara.net.nz



LET'S GET STARTED

If you have reviewed all the details on this document and are happy to proceed please sign below and return to us so we can get your project underway.

Signature

Date

Signature

Date

Gay Buckingham
Toiora Cohousing

Oliver Kloogh
Miller Studios Ltd

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TERMS OF TRADE

1. Any quotation provided is open for acceptance for thirty days after the date of the quotation, unless withdrawn earlier by Miller Studios Ltd. The Client's acceptance must be in writing unless Miller Studios Ltd agrees otherwise.

2. Commencement Date

2.1 Unless otherwise agreed Miller Studios Ltd will commence the Work as soon as feasible upon the Client's acceptance of the Work.

2.2 Miller Studios Ltd shall advise the Client of the estimated date that Work will commence (hereafter known as the 'Commencement Date').

3. Price

3.1 The Contract Price contained in any quotation is based upon rates and costs as at the date of the quotation.

3.2 Miller Studios Ltd reserves the right to increase the Contract Price in the event of any increase in the costs of any goods, due to changes in dimensions and/or specifications, including but not limited to other factors affecting the cost of supply, production, and/or delivery of goods due to circumstances beyond the control of Miller Studios Ltd, between the date of any quotation and the date of projected delivery. The Contract Price shall be increased accordingly to reflect such increases.

3.3 All prices are exclusive of GST.

3.4 Unless otherwise stipulated, the Contract Price does not include building consent fees or any additional work that compliance regulations may entail.

4. Terms of Payment

4.1 The Client shall pay interest on any overdue amount at a rate of 2% per month, which shall accrue from the due date to the date of payment.

4.2 Payment shall be made without set off or deduction of any kind.

4.3 If the Client does not make payment by the due date, Miller Studios Ltd may decline to carry out any further work and will not be liable for any loss or damage suffered by the Client.

5. Ownership

5.1 Ownership of all goods supplied by Miller Studios Ltd from time to time remains with Miller Studios Ltd and passes to the Client only when Miller Studios Ltd has received full payment of the Contract Price.

6. Personal Property Securities Act 1999 (PPSA 1999)

6.1 Clause 5 of the PPSA 1999 creates a security interest for all goods supplied by Miller Studios Ltd from time to time to the Client and their proceeds.

6.2 The Client gives express consent to Miller Studios Ltd to register its security interest on the Personal Property Securities Register. The Client agrees to not change its name without notifying Miller Studios Ltd first, in writing.

6.3 Miller Studios Ltd agrees to discharge such security interest upon payment of the Contract Price by the Client.

6.4 The Client waives its rights to receive notices, statements, or surplus due under the PPSA and its rights under Sections 121, 125, 129, 131, and 132 of the PPSA.

7. Default

7.1 Miller Studios Ltd may enforce its security interest created by Clause 5 of the PPSA 1999 if:

1. Payment is not made by the Client on any due date; or
2. The Client sells, disposes of, or parts with possession of any goods; or
3. Miller Studios Ltd believes that the Client has or will commit an act of bankruptcy or has or will have the Liquidator appointed; or the goods are at risk; or The Client breaches any of its obligations to Miller Studios Ltd.

8. Delivery & Risk

8.1 Delivery of goods shall be made to the street address recorded on this quotation when the goods are unloaded ("Delivery").

8.2 Miller Studios Ltd reserves the right to deliver any goods in instalments.

8.3 Miller Studios Ltd shall give to the Client reasonable notice of the date and times at which the goods might be delivered.

8.4 Without prejudice to any other rights and remedies which it may have, where the Client fails or refuses to take or accept Delivery on the date and time specified, Miller Studios Ltd may charge the Client storage and transportation costs resulting from that failure and/or refusal.

8.5 Risk in all goods supplied by Miller Studios Ltd passes to the Client on Delivery. The Client shall insure all goods from Delivery.

8.6 The Client shall provide suitable access and a suitable area for the unloading of goods in all weather conditions. The cost of making good any damage to footpaths, kerbs, drains, verges, or other property caused by any vehicles of Miller Studios Ltd or its contractors, in the course of Deliveries beyond the kerb line, the charges payable in returning any vehicles of Miller Studios Ltd or its contractors to the roadway and the removal of mud, clay and other materials tracked on to the footpaths, road or verges in the course of delivery shall be the Client's responsibility. The Client shall indemnify Miller Studios Ltd and its contractors against all costs, expenses, claims, actions and liabilities whatsoever in connection therewith. All due and reasonable care will be taken by Miller Studios Ltd in discharging its Delivery duties.

8.7 The Client shall, at their own cost, ensure that the goods are unloaded immediately upon arrival of Miller Studios Ltd's Delivery vehicle(s). In the case of unloading by mechanical means, Miller Studios Ltd shall not be bound to dispatch its Delivery vehicle(s) until it is satisfied that the equipment required to unload the goods is on site and ready for operation.

9. Delay

9.1 Any indicated time for delivery of goods or completion of Contract Work or any part thereof, shall be an approximation only.

9.2 Miller Studios Ltd shall not be liable to the Client for any delay or failure to supply the goods or complete the Contract Work.

9.3 If the manufacture, supply, or delivery of goods or completion of Contract Work is delayed by reason or as a result of any act, omission, default, or request by or on behalf of the Client, Miller Studios Ltd may, without prejudice to its other rights and remedies, require payment by the Client of a portion of the Contract Price as represented by the extent of the Contract Work completed by Miller Studios Ltd. In the event of such a delay continuing beyond a reasonable time, Miller Studios Ltd may, without prejudice to its other remedies, terminate the Agreement.

10. Warranties

10.1 Unless otherwise agreed by Miller Studios Ltd or required by law, no warranty or condition in respect of the Contract Work shall be implied against Miller Studios Ltd. An express warranty shall only be binding on Miller Studios Ltd where it is in writing and signed by Miller Studios Ltd.

10.2 Where any goods supplied to Miller Studios Ltd by a third party are subject to an express warranty, provided by that third party, the Client shall be entitled to the benefit of that express warranty.

11. Liability

11.1 Miller Studios Ltd's liability for any defect in the Contract Work is limited to the Contract Price.

11.2 Miller Studios Ltd is not liable for any damage caused to goods if and when:

- a. Any attempt to repair said goods is made by any person or persons not authorized to do so by Miller Studios Ltd to make such repairs.
- b. The defective goods have been modified or incorrectly stored, maintained, installed, or operated by the Client.
- c. The goods are used in a manner not specifically intended.

11.3 Miller Studios Ltd is not liable for any consequential, indirect, or special loss, damage, or injury suffered by the Client arising from the Contract Work.

11.4 Any claims for goods damaged in transit or during unloading must be noted on the delivery docket at the time of the delivery and notified to Miller Studios Ltd within 2 working days.

12. Consumer Guarantees Act 1993 (CGA 1993)

12.1 If the Client is a "Consumer" under the CGA 1993 who acquires goods and services from Miller Studios Ltd other than for a business, then these terms of trade will be subject to the provisions of the CGA.

12.2 If the Client is a 'Consumer' who acquires the goods and services from Miller Studios Ltd for the purposes of a business, the Client agrees that the warranties contained in the CGA are not applicable, and these terms of trade will apply instead.

12.3 If the Client is not a "Consumer" under the CGA, the Client acknowledges that these terms will apply.

13. Copyright

13.1 Copyright of all drawings, specifications, and other technical information provided by Miller Studios Ltd in connection with the Agreement remains vested in Miller Studios Ltd.

14. Dimension & Specifications

14.1 Dimensions and specifications contained or referred to in this Agreement and/or in any catalogue or other publications maintained or issued by Miller Studios Ltd are estimates only.

14.2 Unless otherwise expressly agreed in writing, there is no requirement that the goods will correspond precisely with such dimensions and specifications.

15. Dispute & Arbitration

15.1 In the event of any dispute between Miller Studios Ltd and the Client, the Client agrees to pay all monies owing to Miller Studios Ltd pending resolution of the dispute. In the event of any dispute, the dispute will be referred to an arbitrator to be agreed upon by both parties. The arbitrator is to conduct the arbitration proceedings in accordance with the Arbitration Act 1996, and any amendment or statutory provision thereof relating to arbitration.

15.2 If the parties cannot agree on an arbitrator, the arbitrator will be appointed by the President of the Otago District Law Society, at the time.

15.3 The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly. The procedures set out in the current clause will not prevent Miller Studios Ltd from taking proceedings for the recovery of any monies payable hereunder, which remain unpaid and from exercising the rights and remedies in the event of such default prescribed hereunder or permitted by law.

16. Costs

16.1 The Client will pay the costs of recovery for any part or all the Contract Price and any monies owing to Miller Studios Ltd, including but not limited to costs incurred by legal consultation, and any Court costs and disbursements, services, or collection fees.

17. No Assignment

17.1 The Client must not assign its rights under this contract without the written consent of Miller Studios Ltd.

18. Privacy Act

18.1 The Client authorizes Miller Studios Ltd to:

1. To make enquiries with credit agencies regarding the Client's credit history;
2. To release information to the extent necessary to credit agencies for its purpose;
3. To disclose any information about the Client for the purpose of recovering any amounts owing to Miller Studios Ltd; and to send the Client information about other goods and services provided by Miller Studios Ltd.