

CONDITIONS OF CONTRACT

1. Nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993, except that the Act's provisions do not apply to services related to business activities.
2. Where the Consultant (Carbon Equities New Zealand Limited) considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable. The Client should order variations to the Services in writing and may request the Consultant to submit written proposals for variation to the Services.
3. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
4. If the Consultant breaches this agreement the Consultant will only be liable to the Client for any reasonably foreseeable claim, damage, liability, loss or expense incurred by the Client caused directly by the breach. The Consultant shall not be liable for any indirect or consequential loss, or loss of profit.
5. Parties to this contract shall only be liable in proportion to the extent of their contribution.
6. The Consultant shall not be liable for any loss or damage that is not notified within 6 years of the date of completion of services.
7. The maximum amount payable by the Consultant in relation to claims, damages, liabilities, losses or other expenses arising from breaches of this contract is limited to five (5) times the Consultant's fee with a maximum of \$250,000.
8. The Consultant does not act as the Client's agent in relation to the obligations imposed upon the Client by the Health and Safety in Employment Act 1992.
9. The Consultant retains copyright in all work carried out under this agreement. In accordance with the Copyright Act 1994, the Client may use the information for its intended purpose but may not photocopy it for the benefit of others, sell it or copy it in other projects of a similar nature, unless the Consultant's written permission is obtained to do so.
10. Services provided for this contract are as outlined in the Proposal above, and will be invoiced on a fixed price fee basis, except as otherwise stated in the Proposal. The Consultant retains the right to alter fee structures and amounts for any project as may be necessary from time to time to preserve project integrity, account for changes in foreign exchange rates, and to adhere to wise business practice standards.
11. The delivery of carbon management services or any other services by the Consultant and any subconsultant involved in the project is done in good faith, and does not guarantee that any consent, carbon credit allocation, or any other approval applied for will be granted. Responsibility or liability for any error or omission resulting from the project information provided will not be accepted by the Consultant.
12. Payment shall be made by direct credit to the Consultant's nominated bank account in full upon commission.
13. If this contract is terminated then the Consultant shall be paid for all services up to the date of termination.
14. Parties to this contract shall attempt by way of good faith discussions to settle any dispute. If agreement cannot be reached after 10 working days then settlement shall be sought by mediation.
15. The Consultant accepts no responsibility or liability for any change, disturbance, delay or termination of any project by COVID-19 pandemic effects. We reserve absolute discretion to change, delay or cancel any project or company activity with reasonable notice for the protection of the health and safety of our staff, contractors, clients, suppliers, and the general public.
16. Parties to this contract shall attempt by way of good faith discussions to settle any dispute. If agreement cannot be reached after 10 working days then settlement shall be sought by mediation.
17. This Agreement is governed by New Zealand law, and all amounts are payable in New Zealand dollars.