

# Terms and Conditions of Trade for Machining Solutions

## Introduction

These **Terms and Conditions** govern the relationship between **Machining Solutions** (“we,” “us,” or “our”) and the **customer** (“you” or “your”) regarding the services we provide. By engaging our services, you agree to these terms. Please read them carefully to understand your rights and obligations.

## 1. Pricing, Payments/Statements & Obligations

### 1.1 Pricing

All prices quoted in estimates (or verbally) are **exclusive of GST** unless stated otherwise. Prices are subject to change without notice based on market conditions, material costs, and other factors.

### 1.2 Payments

**Approved accounts** - Payments are due in full on the **20th of the month following** the invoice date.

Other Invoices - All **other invoices** for cash or non-account holders are due in full within **14 days** of the invoice date.

### 1.3 Interest & Late fees

We reserve the right to charge interest on overdue invoices after the specified payment period. The interest rates are as follows:

- Invoices over \$1,000: 2.5% per month
- Invoices under \$1,000: \$25 per month

Interest will be calculated from the due date until full payment is received. If payment is not made within this timeframe, we may impose a late fee and/or suspend future services until the overdue amount is settled.

### 1.4 Invoices

Invoices will contain the services provided, itemized costs, applicable taxes, payment details (including bank details, PO numbers and invoice/tax number). A purchase order number or reference should be supplied for all invoices

### 1.5 Deposits

For orders **exceeding \$4,000**, a deposit of 50% of the total estimated cost **may be required** before work commences. The remaining balance is due upon completion of the project and before the delivery of final products or services. Any deposit paid is non-refundable unless we are unable to fulfill the order due to circumstances beyond our control.

### 1.6 Statements

A statement of account will be sent at the **starting week of each month** or upon request. This statement will summarize outstanding invoices, payments made, and other relevant financial information related to your account. Please notify us of any discrepancies within **7 days** to resolve them quickly..

### 1.7 Default

If you fail to make payment on time, we reserve the right to suspend services until payment is received. Continued failure to pay may result in additional charges, including collection costs and legal fees. We may also report overdue accounts to credit reporting agencies.

### 1.8 Hourly Charge-Out Rate

Our hourly charge-out rate reflects the cost of labor and expertise. This rate may change due to market conditions, project complexity, or scope adjustments. We may notify you of any changes and provide a revised estimate for your approval.

### 1.9 Client Obligations

You must ensure that all information and specifications you provide are accurate and complete. Any mistakes may lead to delays or extra costs. You are responsible for reviewing invoices and account statements promptly. Please notify us of any discrepancies within 7 days to resolve them quickly.

### 1.10 Machining Solutions Obligations

Machining Solutions is committed to delivering high-quality services with timely communication, adhering to industry standards, protecting client confidentiality, and providing accurate invoicing and support throughout the project.

## 2. Estimates, Quotes & Information

### 2.1 Estimates

Estimates provided are indicative only and based on the information available at the time of issuance. Estimates are subject to change due to factors such as changes in project scope, material availability, or unforeseen complications. We will communicate any significant changes to you as soon as possible.

All estimates are valid for **30 days** only or as stated on estimate.

### 2.2 Acceptance

By accepting an estimate, you agree to the work being undertaken at the estimated rate unless otherwise agreed in writing. Acceptance may require a signature or **email confirmation**, indicating your agreement to the terms outlined in the estimate.

### 2.3 Verbal Estimates

**Verbal** estimates provided by our team are preliminary and **not binding**. We recommend confirming all verbal estimates in writing before any work commences.

### 2.4 Ownership of Machining Solutions Information

All intellectual property rights in any designs, drawings, programs, and files developed by us in connection with our services shall remain our exclusive property. If you supply us with your own drawings or designs, you retain ownership but grant us a limited, non-exclusive license to use them solely for the purpose of fulfilling your project. You represent that you have the necessary rights to provide these materials and that their use will not infringe on any third-party rights.

### 2.5 Ownership of Client Information

You retain ownership of all information, materials, and intellectual property you provide to us in connection with the services we offer. This includes but is not limited to designs, specifications, and any other proprietary information.

## 3. Amendments

We reserve the right to amend these terms at any time. Changes will be effective upon posting on our website or notifying you directly. It is your responsibility to review these terms regularly to stay informed of any updates.

## 4. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of New Zealand.

## 5. Acceptance of Terms

By engaging our services, you confirm that you have read, understood, and agree to these Terms and Conditions. Your acceptance is a prerequisite to the commencement of any work.

### 5.1 Signing Documentation

To formalize your acceptance of these **Terms and Conditions**, please sign below:

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Business Name: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return a signed copy of this document to us via email or in person before we proceed with any work. Thank you for choosing Machining Solutions!