

1. Definitions
  - 1.1 “Seller” **means** NM PaintCo Limited, its successors and assignees or any person acting on behalf of and with the authority of NM PaintCo Limited.
  - 1.2 “Customer” **shall mean the** Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by the Seller to the Customer.
  - 1.3 “Products” **means all Products or Services supplied by** the Seller to the Customer, at the Customer’s request, from time to time (where the context so permits the terms ‘Products’ or ‘Services’ shall be interchangeable for the other).
  - 1.4 “Price” **means the Price payable for the** Products as agreed between the Seller and the Customer in accordance with clause 4 below.
  - 1.5 “Site” **means the address nominated by the** Customer to which the Products are to be supplied by the Seller.
2. Acceptance
  - 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for Products or accepts Application.
  - 2.2 These terms and conditions may only be amended with the Seller’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Seller.
  - 2.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.
3. Change in Control
  - 3.1 The Customer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer’s details (including but not limited to, changes in the Customer’s name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer’s failure to comply with this clause.
4. Price and Payment
  - 4.1 At the Seller’s sole discretion, the Price shall be either:
    - (a) as indicated on invoices provided by the Seller to the Customer in respect of Products supplied; or
    - (b) the Price as at the date of Application according to the Seller’s current price list/labour rates, which are subject to change without notice; or
    - (c) the Seller’s quoted Price (subject to clause (a)) which shall be binding upon the Seller provided that the Customer shall accept the Seller’s quotation in writing within thirty (30) days.
  - 4.2 The Seller reserves the right to change the Price:
    - (a) if a variation to the Products which are to be supplied (including any applicable designs, plans and/or specifications) is requested; or
    - (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, inclement weather, obscured Site defects, equipment faults, approvals, consents and other paperwork by local authorities, availability of Products, etc.) which are only discovered on commencement of the Services; or
    - (c) in the event of increases to the Seller in the cost of labour or materials, or fluctuations in currency exchange rates, which are beyond the Seller’s control.
  - 4.3 At the Seller’s sole discretion, a non-refundable deposit may be required prior to Application.
  - 4.4 Time for payment for the Products being of the essence, the Price will be payable by the Customer on the date/s determined by the Seller, which may be:
    - (a) on Application;
    - (b) by way of instalments/progress payments in accordance with the Seller’s payment schedule;
    - (c) the date specified on any invoice or other form as being the date for payment; or
    - (d) failing any notice to the contrary, the date which is twenty (20) days following the end of the month of any invoice given to the Customer by the Seller.
  - 4.5 Payment may be made by cash, or electronic/on-line banking, or by any other method as agreed to between the Customer and the Seller.
  - 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply of Products by the Seller under this or any other agreement. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
5. Application and Installation
  - 5.1 Application of the Products (“Application”) is taken to occur at the time that:
    - (a) the Customer, or the Customer’s nominated carrier, takes possession of the Products at the Seller’s address; or
    - (b) the Seller (or the Seller’s nominated carrier) applies the Products to the Site, even if the Customer is not present.
  - 5.2 At the Seller’s sole discretion, the costs of Application are included in the Price.
  - 5.3 The Seller may apply the Products on separate occasions. Each separate occasion shall be invoiced and paid in accordance with the provisions in these terms and conditions.
  - 5.4 The Customer acknowledges that any time specified by the Seller for Application is an estimate only and the Seller will not be liable for any loss or damage incurred by the Customer as a result of any delay. However, both parties agree that they shall make every endeavour to enable the Products to be supplied at the time as was arranged between both parties. In the event that the Seller is unable to supply the Products as agreed solely due to any action or inaction of the Customer, then the Seller shall be entitled to charge a reasonable fee for re-supplying the Products at a later time and date.
  - 5.5 The Customer warrants that any structures (including the foundations) to which the Products are to be applied are suitable for the application of the Products. If for any reason (including the discovery of asbestos, defective or unsafe wiring or other dangerous workspaces) that the Seller, or the Seller’s employees reasonably form the opinion that the Site is not safe for the application of Products to proceed then the Seller shall be entitled to delay installation of the Products until the Seller is satisfied that it is safe for the application to proceed.

6. Customer's Responsibilities

- 6.1 The Customer shall provide the Seller with clear and free access to the Site (including access to all necessary services and amenities) at all times and in all weather conditions to enable them to supply and apply the Products. The Seller shall not be liable for any loss or damage to the Site unless due to the negligence of the Seller. If the Seller is found to have damaged the Site (or property thereon) by not taking reasonable care, and the damage is reasonably foreseeable, the Seller will pay the costs of repairing the damage.
- 6.2 Prior to Application the Customer must advise the Seller of the precise location of all services on the Site and clearly mark the same. Whilst the Seller will take all care to avoid damage to any services the Customer agrees to indemnify the Seller in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per this clause 6.2.
- 6.3 General and on-going maintenance (such as cleaning, and physical/visual inspections) are considered the responsibility of the Customer and are not, unless otherwise stated in writing by the Seller, included in this agreement.

7. Compliance with Laws

- 7.1 The Customer and the Seller shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable, including any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 7.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required.
- 7.3 The Seller:
  - (a) will prepare and submit all relevant notice/forms to the relevant legally constituted authorities;
  - (b) will provide producer statements, data sheets, and any/all relevant compliance documents requested;
  - (c) will carry relevant insurance policies and assumes all responsibility for loss, damage or failure of the Products during shipping, supply, application and commissioning;
  - (d) procure all Products as per their quotation, and ensure all Products meet relevant New Zealand Standards. The Products are designed to meet basic requirements for quality application **and to meet or exceed what is deemed as "industry best practice"**;
  - (e) will employ suitably qualified personnel to apply the Products to meet all relevant New Zealand and local government regulations and standards.

8. Risk

- 8.1 If the Seller retains ownership of the Products nonetheless, all risk for the Products passes to the Customer on Application.
- 8.2 If any of the Products are damaged or destroyed following Application but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Products. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's **rights to receive the insurance proceeds without the need for any person dealing with the Seller** to make further enquiries.
- 8.3 If the Customer requests the Seller to leave Products **outside the Seller's premises for collection**, or deliver the Products to an unattended location, such Products shall be left at the Customer's **sole risk**.
- 8.4 The Customer acknowledges that the Seller is only responsible for repairs undertaken by the Seller, and in the event that other Products, subsequently fail, the Customer agrees to indemnify the Seller against any loss or damage to the Products, or caused by the Products, or any part thereof howsoever arising.
- 8.5 Where the Customer has supplied materials for the Seller to complete the Services, the Customer acknowledges that it accepts responsibility for the suitability of purpose, quality and any faults inherent in those materials. The Seller shall not be responsible for any defects in the materials, any loss or damage to the Services (or any part thereof), howsoever arising from the use of materials supplied by the Customer.

9. Title

- 9.1 The Seller and the Customer agree that the Customer's **obligations to the Seller** under this agreement shall not cease (and ownership of the Products shall not pass) until:
  - (a) the Customer has paid the Seller all amounts owing to the Seller; and
  - (b) the Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer.
- 9.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Products, and this agreement, shall continue.
- 9.3 It is further agreed that, until ownership of the Products passes to the Customer in accordance with clause 9.1:
  - (a) the Customer is only a bailee of the Products and must return the Products to the Seller on request.
  - (b) the Customer holds the benefit of the Customer's **insurance of the Products** on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Products being lost, damaged or destroyed.
  - (c) the Customer must not sell, dispose, or otherwise part with possession of the Products other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Products then the Customer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand.
  - (d) the Customer should not convert or process the Products or intermix them with other Products but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs.
  - (e) the Customer irrevocably authorises the Seller to enter any premises where the Seller believes the Products are kept and recover possession of the Products.
  - (f) the Seller may recover possession of any Products in transit whether or not Application has occurred.
  - (g) the Customer shall not charge or grant an encumbrance over the Products nor grant nor otherwise give away any interest in the Products while they remain the property of the Seller.
  - (h) the Seller may commence proceedings to recover the Price notwithstanding that ownership of the Products has not passed to the Customer.

10. **Personal Property Securities Act 1999 (“PPSA”)**

- 10.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
  - (b) a security interest is taken in all Products previously supplied (if any) and that will be supplied in the future by the Seller to the Customer.
- 10.2 The Customer undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
  - (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby;
  - (c) not register a financing change statement or a change demand without the prior written consent of the Seller; and
  - (d) immediately advise the Seller of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds derived from such sales.
- 10.3 The Seller and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 10.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 10.5 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 10.6 The Customer shall unconditionally ratify any actions taken by the Seller under clauses 10.1 to 10.5.

11. **Security and Charge**

- 11.1 In consideration of the Seller agreeing to supply Products, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 11.2 The Customer indemnifies the Seller from and against all the Seller’s costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller’s rights under this clause.
- 11.3 The Customer irrevocably appoints the Seller and each director of the Seller as the Customer’s **true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer’s behalf.**

12. **Customer’s Disclaimer**

- 12.1 The Customer hereby disclaims any right to rescind, or cancel any contract with the Seller or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by the Seller and the Customer acknowledges that the Products are bought relying solely upon the Customer’s **skill and judgment.**

13. **Defects and Warranties**

- 13.1 The Customer shall inspect the Products on Application and shall within seven (7) days (time being of the essence) notify the Seller of any alleged defect, discrepancy in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Seller an opportunity to inspect the Products within a reasonable time following such notification if the Customer believes the Products are defective in any way. If the Customer shall fail to comply with these provisions the Products shall be presumed to be free from any defect or damage. For defective Products, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller’s **liability is limited to either (at the Seller’s discretion) replacing the Products or repairing the Products.**
- 13.2 Products will not be accepted for return other than in accordance with 13.1 above.
- 13.3 Subject to the conditions of warranty set out in clause 13.4, the Seller warrants that if any defect in any workmanship of the Seller becomes apparent and is reported to the Seller within twelve (12) months of the date of Application (time being of the essence) then the Seller will either **(at the Seller’s sole discretion) replace or remedy the workmanship.**
- 13.4 The conditions applicable to the warranty given by clause 13.3 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
    - (i) failure on the part of the Customer to provide proper maintenance or storage; or
    - (ii) failure on the part of the Customer to follow any instructions or guidelines provided by the Seller; or
    - (iii) any use other than for any application specified on a quote or order form; or
    - (iv) the continued use after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
    - (v) fair wear and tear, any accident or act of God.
  - (b) the warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller’s **consent.**
  - (c) in respect of all claims the Seller shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer’s **claim.**
- 13.5 For Products not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Products (the conditions **applicable to which are contained on the “Warranty Card” that may be supplied with the Products.**) The Seller shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Products.
- 13.6 The conditions applicable to the warranty given on Products supplied by the Seller may be contained on a **“Warranty Card” that may be supplied with the Products.**

14. **Consumer Guarantees Act 1993**

- 14.1 If the Customer is acquiring Products for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Products by the Seller to the Customer.

15. Intellectual Property
- 15.1 Where the Seller has designed, drawn or developed Products for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Seller.
- 15.2 The Customer warrants that all designs, specifications or instructions given to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.
- 15.3 The Customer agrees that the Seller may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Products which the Seller has created for the Customer.
16. Default and Consequences of Default
- 16.1 Interest on overdue invoices may accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 16.2 If the Customer owes the Seller any money the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's collection agency costs, and bank dishonour fees).
- 16.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Products to the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.
- 16.4 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:
  - (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to make a payment when it falls due;
  - (b) the Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
17. Cancellation
- 17.1 The Seller may cancel any contract to which these terms and conditions apply or cancel Application at any time before the Products have been delivered by giving written notice to the Customer. On giving such notice the Seller shall repay to the Customer any monies paid in respect of the Price. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.2 In the event that the Customer cancels Application the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Products made to the Customer's **specifications, or for non-stocklist items**, will definitely not be accepted once an order has been placed.
18. Privacy Act 1993
- 18.1 The Customer authorises the Seller or the Seller's agent to:
  - (a) access, collect, retain and use any information about the Customer;
    - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
    - (ii) for the purpose of marketing products and services to the Customer.
  - (b) disclose information about the Customer, whether collected by the Seller from the Customer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 18.2 Where the Customer is an individual the authorities under clause 18.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 18.3 The Customer shall have the right to request the Seller for a copy of the information about the Customer retained by the Seller and the right to request the Seller to correct any incorrect information about the Customer held by the Seller.
19. Construction Contracts Act 2002
- 19.1 The Customer hereby expressly acknowledges that:
  - (a) the Seller has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer, and:
    - (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer; or
    - (ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or
    - (iii) the Customer **has not complied with an adjudicator's notice that the** Customer must pay an amount to the Seller by a particular date; and
    - (iv) the Seller has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.
  - (b) if the Seller suspends work, it:
    - (i) is not in breach of contract; and
    - (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and
    - (iii) is entitled to an extension of time to complete the contract; and
    - (iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the **amount has not been paid or an adjudicator's determination has not been complied with.**
  - (c) if the Seller exercises the right to suspend work, the exercise of that right does not:
    - (i) affect any rights that would otherwise have been available to the Seller under the Contractual Remedies Act 1979; or

- (ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of the Seller suspending work under this provision.

20. General

- 20.1 The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 20.3 The Seller shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price).
- 20.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.
- 20.5 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 20.6 The Customer agrees that the Seller may amend these terms and conditions at any time. If the Seller makes a change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Seller to supply Products to the Customer.
- 20.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 20.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

For detailed information about the Master Painters 5 Year Guarantee please visit the following link:

**<https://masterpainters.nz/about#5-year>**





# CERTIFICATE OF QUALITY

**This is to certify that your home has been protected with Dulux authentic paint.**

This Certificate also contains paint care tips to ensure your finish stays looking freshly painted for years.  
An indication of the expected paint life of Dulux paint is shown below.

## DULUX EXPECTED PAINT LIFE

If applied in accordance with the specification

Dulux Premium Products				Dulux Professional Products			
Water-based Exterior <b>10 years</b>	Water-based Interior <b>10 years</b>	Solvent-based Exterior <b>5 years</b>	Solvent-based Interior <b>5 years</b>	Water-based Exterior <b>7 years</b>	Water-based Interior <b>7 years</b>	Solvent-based Exterior <b>3 years</b>	Solvent-based Interior <b>3 years</b>

**COMPANY** \_\_\_\_\_

**CONTRACT NO.** \_\_\_\_\_

**OWNER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**DATE** \_\_\_\_\_

This Certificate of Quality is only valid for the owner of the house as listed, addressed and dated on this document. It is non-transferrable and separate to any other warranties whether express or implied. The Coating System when applied in accordance with the Specification should be expected to last the life of the paint as listed above provided regular care and maintenance has been conducted. This performance warranty does not cover colour fastness, chalk resistance, or cosmetic surface changes such as mildew/mould. For full warranty terms, conditions and specification see the developer/builder of your home as detailed above.

# MAINTENANCE PROCEDURES

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## Cleaning Exterior Paintwork

Whether your building is timber, cement render, brick, masonry or some form of building panel, all exterior surfaces require an **annual** clean.

- A thorough power wash for larger buildings with a combined cleaning agent designed for maintenance cleaning is recommended. We suggest using Dulux House Wash as a cleaning agent.
- Caustic based preparations should not be used, as they will often remove not only the grime but a good part of your paint covering as well.
- Apply to the entire painted area with a soft bristle brush, broom or soft cloth. You will require ladders, scaffolding and a long handled applicator to reach some of the higher parts of your homes exterior, under eaves, along fascias, etc.
- Before the wall or other painted surface has the opportunity to dry, you should hose it down thoroughly with clean water. Hosing down by itself, even with a very good water pressure, is not normally sufficient to remove the normal build up of road grime, sap stains, dust and so on.

A good job will undoubtedly keep your home looking clean, extend the life of your paintwork. Through periodic washing, you may observe parts of the exterior (window frames, etc) which could benefit from a little maintenance painting. By touching up before the next overall paint job, you may be able to keep the amount of preparation required for your next all over painting job to a minimum.

## Cleaning Interior Paintwork

Most waterbased paints appear to dry out quickly after application, but in fact it takes 7-14 days under normal climatic conditions to cure and develop full washability. If your paint is marked or disfigured within a few days of it being finished, you should resist the temptation to wash it straight away.

Instead, give it at least a week to cure then wash it down according to the following instructions.

## Cleaning Gloss/Semi Gloss Paintwork

In the service rooms of your building, such as bathroom, laundry and kitchen, all surfaces are prone to a build up of film comprised of cooking fats, soap, household dust and so on. In relatively short periods, this film will dull the most successful paintwork. But careful and periodic cleaning can greatly extend the life of your painted surfaces.

- Use warm water with a little detergent added (sugar soap is a great product).
- Do not use abrasives or caustic based cleaning compounds as these will scratch or eat into the paint surface you are doing your best to maintain.
- Apply to the area with a soft cloth and be sure to wash down the whole surface as well. Where necessary, use a soft bristle brush and a little more elbow grease than you might safely use on flat paintwork.
- Wash the whole job down with clean water and allow to dry.

## Cleaning Low Sheen/Flat Paintwork

For a start, walls and ceilings can be made to look like new if you follow these few simple directions for the removal of dirt, scuff marks etc.

- Use warm water to which a small amount of mild detergent has been added. Apply the solution to the affected area with a soft cloth.
- Don't use rough abrasives, stiff scrubbing or harsh caustic preparations. These will gloss or polish the surface, resulting in obvious highlights that can only be rectified by repainting.
- Having thoroughly cleaned the affected area, you should then proceed to wash down the whole wall or ceiling to eliminate any chance of patchiness.
- Finally, rinse off the washed area with clean water and allow to dry.
- Be extremely careful when cleaning low sheen, flat paint finishes. Excessive rubbing or scrubbing can cause "burnishing", where the surface appears to be wet or shiny.





# Enjoy the Resene Promise of Quality Guarantee



In a world of ever changing values, there are still some things upon which you can rely. One of these is that Resene will continue to strive to produce the best paints that it possibly can, benchmarked against the highest international standards.

Our products are guaranteed to provide film integrity and adhesion for the expected life of the paint system<sup>1</sup>.

This is the Resene Promise of Quality Guarantee.

We will deliver top quality paint, advice and colour, developed specifically to meet our customers' needs.

This promise is backed by our commitment to leading edge paint technology, strong and exciting colours, and reducing the impact of paint on the natural environment.

Should Resene fail to deliver on our promise in any way, we will unhesitatingly acknowledge our responsibilities.

A handwritten signature in black ink, reading "Nick Nightingale".

**Nick Nightingale**  
Managing Director, Resene Paints Ltd

<sup>1</sup> See the 'Resene expected paint system life' chart (over) for the expected life of the paint system. Should the paint fail to provide the film integrity and adhesion detailed, Resene will provide replacement paint to rectify the affected area upon presentation of the original proof of purchase for the Resene paints used on the project. This Promise of Quality Guarantee is transferable to a new owner should the property be sold within the expected life of the paint system provided the new owner holds the original proof of purchase for the Resene paints used.

# Resene expected paint system life

The expected paint system life chart below indicates the expected life of a well maintained pigmented waterborne paint system applied to a properly prepared surface to the specifications of Resene before recoating is required. Well maintained means regular washing of exterior surfaces and repairing any obvious damage. See the Resene Caring for your paint finish brochure for recommended cleaning instructions.

## For example:

Painting an EXTERIOR building. The concrete WALLS are to be painted and the surface condition is described as 'IDEAL' (SC1), giving the indication that 12 years could be expected provided regular washing and repairs are carried out during this time. After this the surface will require painting. The box at the bottom of this page gauges the expected surface condition at the end of the stated lifetime. The system for example should have received very little change (0) in surface cracking but it would be expected to have suffered colour change (3).

## Expected paint system life

Exterior			Interior		
Cementitious	Metal Corrosion less than 2% of surface	Timber	Paperfaced and cloth plaster	Solid plaster	Timber
SC1 12 years SC2 12 years SC3 10 years SC4 8 years	10 years 10 years 7 years 5 years	10 years 10 years 6 years 3 years	SC1 10 years SC2 10 years SC3 6 years SC4 -	10 years 10 years 6 years -	10 years 10 years 5 years -

Exterior expected life figures are for vertical exposure. Surfaces less than 60° to the horizontal will have a 50% reduced life expectancy compared to the stated life expectancies above. Interior expected life figures refer only to durability characteristics of chipping, cracking, flaking, peeling and general film integrity. Colourfastness is excluded. Due to the vast range of staining and the varying effects of this on the substrate and finish it is not possible to include these factors in a general guideline.

Extreme marine environments, adhesion failure of previous coatings, dark colours, substrate damage or use of solventborne products will result in reduced life expectancies. Refer Resene for assistance.

## Surface conditions are defined as follows:

SC1: IDEAL New surface in excellent condition. No defects. Surface has not been exposed to weather.

SC2: GOOD Coated surfaces requiring repaint for cosmetic reasons only. Apparently sound coating protecting substrate, no paint breakdown.

SC3: FAIR Some substrate exposed for undetermined time due to incidence of paint breakdown - requires preparatory work and spot priming.

SC4: POOR Substantial areas exposed to weathering for substantial time or never painted.

Test method	Description	Exterior	Interior
AS1580 481.1.11	Chalking	2.5	0
AS1580 481.1.12	Colour change	3	1
AS1580 481.15	Gloss change	3.5	0
AS1580 481.1.8	Cracking	0	0
AS1580 481.1.10	Flaking	0	0
AS1580 481.1.2	Discolouration	4	1

Key: 0 = No change, 5 = Severe change

**Important conditions of guarantee:** Cannot in any way be construed to be a joint and several guarantee. Consequential damages are excluded. Full guarantee terms apply for the first five years, and a diminishing pro-rata guarantee for the remaining years of life expectancy.

If in doubt about any aspect of your specification or project please contact Resene.

# Certificate of Insurance



7 December 2023

This certificate is confirmation that the following insurance contract is current and in force.

## The Insured

### NM Paint Co Ltd

Policy Number	COM-P0156763	Client Number	NMPAINTCOLTD-C106
Period of Insurance	07/12/2023 to 07/12/2024 at 4:00pm		
Insurer	The Hollard Insurance Company Pty Ltd	Wording	GL0323

## General Liability

### Business Description

Limit of Indemnity	\$20,000,000 any one occurrence and in the aggregate in respect of Products
Excess	As per Policy
Territory	New Zealand
Jurisdiction	New Zealand
Endorsements/Special Terms	As per Policy

This certificate of insurance is subject to the terms and conditions of the policy and the policy schedule. To the extent of any inconsistency the terms of the policy schedule prevail. All details shown above are as at the date issued.

Signed on behalf of Ando Insurance Group Limited

A handwritten signature in black ink, appearing to be "John Lyon".

John Lyon  
CEO, Ando Insurance Group Limited

This insurance is provided by The Hollard Insurance Company Pty Ltd. Administration of this insurance and claims handling services are managed by Ando Insurance Group Limited on behalf of The Hollard Insurance Company Pty Ltd. The Hollard Insurance Company Pty Ltd is a licenced insurer in New Zealand under section 19 of the Insurance (Prudential Supervision) Act 2010.

## HEALTH AND SAFETY POLICY STATEMENT



PaintCo is resolute in their focus to keep their workers, contractors and all other parties associated with the management of their business safe. Health and Safety is a collective responsibility through all levels within the organisation, covering every single individual as we all have an important part to play in maintaining what is a non-negotiable and on-going focus on Health and Safety.

PaintCo recognises the absolute necessity of adopting safe working practices and operate with the highest standards of safety and quality. This policy is communicated to all staff on induction.

PaintCo and senior management are committed to the protection of their workers and all others from Accidental Injury and the promotion of Occupational Safety, Health and Welfare, focusing on the following:

### COMMITMENT TO COMPLY WITH LEGISLATION, REGULATIONS AND STANDARD CODES OF PRACTICE.

Comply with and are guided by the following relevant legislation, standards, codes of practices and safe operating procedures including:

- Health and Safety at Work Act 2015.
- Hazardous Substances and New Organisms Act 1996.
- ACC Workplace Management Systems and approved Codes of Practice relevant to this industry.

### MANAGEMENT RESPONSIBILITIES FOR HEALTH AND SAFETY.

All Managers are personally accountable for the performance criteria for their work areas and sites and their performance and positions are reviewed against health and safety responsibilities, contribution, and results.

Managers will consult with workers and ensure injury prevention initiatives and incentives which promote a safer working environment are in place.

The company has a policy where H&S compliance is an important factor in staff performance reviews & staff will be measured on this compliance. Failure to fully adhere will result in warnings or dismissal.

### INDIVIDUAL RESPONSIBILITIES FOR HEALTH AND SAFETY.

Observe and practice safe work methods and well-being and do nothing that can harm any other person.

Assist with the identification of hazards and with determining suitable controls that eliminate, isolate, minimise and monitor those hazards.

Commit to health, safety, and environmental issues within the workplace.

Immediately report any unsafe work condition or equipment to management, to suggest and contribute directly.

Make available information that will assist in accident prevention to make our business a safer place to work.

Adhere to company environmental policy and follow guidelines in relation to environmental protection.

Where safety equipment is provided, ensure it is always used correctly.

### CONSULTATION AND PARTICIPATION

Staff are duly involved in the development of procedures of health, safety, and environmental protection, and ensures that these issues are included in regular discussions at all levels of the company.

Consult with and encourage the full participation of all workers in all issues concerning Health and Safety. Management and workers will jointly work to bring about continuous improvement.

There will be:

- A minimum of two Health and Safety Committee meetings with the Directors per year.
- Annual re-election/selection of staff members to the Health and Safety Committee.
- Health and Safety Committee meetings (held at least every quarter) and continuing with regular Meetings held, with any major issues reported back to committee directly.

#### REPORTING AND RECORDING OF WORKPLACE INCIDENTS/NEAR MISSES AND INJURIES

- Immediately report any accidents, incidents or near misses to management.
- Provide and maintain a procedure of accurate Accident Reporting of incidents and near misses, including introducing disciplinary procedure if correct reporting not completed in a timely manner.
- Managers and their performance and positions are reviewed against accident/incident/near miss reporting recording and results.

#### COMMITMENT TO IMPROVEMENT IN HEALTH AND SAFETY

- Implement, maintain, and continuously improve an effective and sustainably achievable Health, Safety and Environmental Management Program that is integrated into the daily management practices.
- PaintCo will in key safety features when purchasing new equipment.

#### COMMITMENT TO ENSURE MANAGERS HAVE UNDERSTANDING RELATIVE TO THEIR POSITION

- Managers are encouraged and committed to continuously improve in areas and processes of health and safety management in our organisation, through regular reviews/meetings with management.
- Managers understand their individual responsibilities to promote and maintain a safe workplace, equipment and materials and are empowered to establish and insist upon safe methods and practices and to ensure workers participation at all levels.

#### MANAGEMENT SUPPORT RETURN TO WORK OF INJURED EMPLOYEES (WORKERS)

- PaintCo will support the safe and early return to work of injured workers, particularly by providing appropriate rehabilitation information and training to all key management staff.
- PaintCo will run a systematic approach to rehabilitation and support early return to work, recognising the benefits both emotionally and financially to individuals. This is also covered as part of Staff Induction training and the rehabilitation process is periodically reviewed.

All workers have a legal requirement to comply with the Health and Safety at Work Act 2015 and must sign to acknowledge that they have read and understood the Company's **Health & Safety documents**. **This is a condition of employment with PaintCo.**

The Health and Safety officer partakes in a consultative role with Management: Health and Safety Manager to review annually and review/reports as follows:

This health and safety policy statement will be reviewed annually by key management and signed off by the Directors. The review process will be guided by asking the following questions.

**Does the health and safety policy statement appropriately reflect the business' activities** and associated Health and Safety Risks? Are we fulfilling our legal obligation as a responsible employer?

This review will be reported to Health and Safety Committee and Directors

Signed by the Director:

Dated 01 May 2024

Signature 

Next Review: 1 May 2025