

# 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 & Charge-Out Rate

All prices provided in estimates or communicated verbally are **exclusive of GST**, unless stated otherwise. Our hourly charge-out rate encompasses labor costs, expertise, workshop expenses, and certain machine costs. Please note that this rate and other costs may fluctuate based on market conditions, project complexity, or adjustments in project scope or time frames. Current rates will be detailed on invoices or estimates, except when a per-part rate is applied.

### 1.2 Urgent Fees/Overtime

For **urgent jobs** or those requiring **overtime** (work outside of regular hours), an **overtime rate** and/or an **urgent fee** will apply. The overtime rate compensates for additional time and resources, while the urgent fee addresses any disruption to scheduled work and ensures priority handling. Specific rates will be discussed for each job to accommodate unique time requirements. Clients will be informed in advance of any additional costs related to urgent requests for transparency.

### 1.3 Deposits

For orders exceeding **\$2,000**, a deposit of **50%** of the total estimated cost **may** be required **before work commences**. This deposit will be deducted from the total project cost. The remaining balance is due upon project completion and prior to the delivery of final products or services. A refund will be provided if we are unable to complete the job due to complications or changes on our part. If the job has already started, refunds will not be issued for a change of mind; however, you may receive a partial refund for any incomplete work or unused materials that were not ordered. Changes to the project scope after work has begun may incur additional costs, which will be communicated and agreed upon before proceeding.

### 1.4 Invoices

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

### 1.5 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 **7 days** of the invoice date.

### 1.6 Statements

A statement of account will be sent at the **beginning 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 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.

### 1.9 Client Obligations

You must ensure that 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 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.

### 2.3 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.

### 2.4 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!