

TERMS OF TRADE

Clear terms. No surprises.

Detailed terms for electrical work in New Zealand

A plain-English summary comes first. The detailed clauses that follow define scope, variations, safety, payment, certification, risk, and dispute handling.

WHAT THESE TERMS COVER

01 Quotes, scope and variations

02 Safety, access and scheduling

03 Materials and workmanship

04 Payment, ownership and recovery

05 Compliance and certification

06 Privacy, liability and disputes

AT A GLANCE

This summary highlights the main commercial points. It does not replace the detailed Terms of Trade that follow.

1	Scope before work The quote, estimate, or work order records what is included. Anything outside that scope is a variation.
2	Changes stay visible Extra work, changed instructions, and unexpected site conditions are explained and priced before proceeding where practicable.
3	Safety comes first Unsafe work may be stopped, isolated, or made safe immediately. Work resumes when the risk can be controlled lawfully.
4	Clear payment dates Payment is due on completion unless the quote or an approved credit account states a different due date.
5	Required records supplied Electrical certificates and inspection records are provided when New Zealand law requires them.
6	Problems get a fair process Raise concerns promptly. Both parties first try to resolve them directly before using formal dispute options.
7	Legal rights remain Nothing in these terms removes rights that cannot lawfully be excluded, including applicable consumer guarantees.

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DETAILED TERMS OF TRADE

These clauses make responsibilities, costs, safety decisions, and dispute processes visible before work begins. They do not create immunity from legal claims or remove rights that New Zealand law says must remain.

1. Application and acceptance

1.1 These Terms of Trade apply to electrical work, related services, materials, equipment, inspections, testing, and certification supplied by Anytime Electrical Limited (Anytime Electrical).

1.2 The contract consists of these terms together with the accepted quote, estimate, work order, approved variation, invoice, and any other written project-specific agreement. Project-specific written terms take priority if they clearly conflict with these standard terms.

1.3 A customer accepts the contract by signing or electronically accepting a quote or work order, instructing Anytime Electrical to start, providing site access for the agreed work, or accepting delivery or performance after receiving these terms.

1.4 A person accepting the contract for a company, trust, partnership, property owner, body corporate, tenant, or other party confirms that they have authority to do so.

1.5 Rights that cannot lawfully be excluded or limited continue to apply despite anything in the contract.

2. Key definitions

2.1 Customer means the person or entity named in the quote, work order, or invoice and any person who validly acts on that customer's behalf.

2.2 Work means the services, labour, materials, equipment, inspections, tests, certifications, reports, and related deliverables described in the contract.

2.3 Site means the property, building, installation, equipment, or other location where the work is carried out or to which materials are delivered.

2.4 Business Customer means a customer acquiring the work wholly or mainly for business purposes and acting in trade.

2.5 Consumer means a customer to whom the Consumer Guarantees Act 1993 applies.

2.6 Writing includes email and other electronic messages that can be retained and reproduced.

3. Quotes, estimates, and price information

3.1 A quote is an offer to perform the stated scope for the stated price and remains open for the validity period shown in it. If no period is shown, it remains open for 30 days unless withdrawn before acceptance.

3.2 A fixed quote covers only the stated scope, assumptions, inclusions, and quantities. It does not cover variations, customer-caused delay, hidden conditions, inaccurate information, or work that could not reasonably have been identified before work began.

3.3 An estimate is a good-faith forecast, not a fixed price. The final charge may change with the actual labour, materials, access, and conditions encountered. Anytime Electrical will notify the customer if a material overrun becomes apparent.

3.4 If no price or pricing method is agreed, the customer must pay a reasonable price for the work, including labour, materials, travel, call-out time, testing, inspection, certification, and applicable taxes.

3.5 Prices exclude GST unless the document clearly says that GST is included.

3.6 Obvious typing or calculation errors may be corrected promptly after discovery. A correction does not permit a material price increase after acceptance unless the customer agrees or the law permits it.

4. Scope, assumptions, and exclusions

- 4.1 The work is limited to the scope stated in the accepted quote, estimate, or work order.
- 4.2 Drawings, photographs, measurements, and descriptions supplied before work begins are used as planning information and may be verified at the site.
- 4.3 Unless expressly included, the work does not include building work, decorating, plastering, painting, asbestos work, data migration, network configuration, security monitoring, utility-provider charges, council fees, specialist engineering, or repair of pre-existing defects outside the agreed scope.
- 4.4 Making good is limited to what the quote states. Access holes, disturbed finishes, landscaping, cabinetry, or other surfaces may require a separate trade unless expressly included.
- 4.5 Anytime Electrical may refuse work that is unlawful, outside licence limits, technically unsafe, inconsistent with applicable standards, or dependent on an approval that has not been obtained.
- 4.6 Advice is based on information reasonably available at the time. It may need to change when hidden wiring, loading, structural conditions, equipment limitations, or other facts are discovered.

5. Variations and additional work

- 5.1 A variation is any change to the agreed scope, sequence, timing, method, quantity, materials, or site conditions that changes the cost or time required.
- 5.2 Variations requested by the customer should be agreed in writing before the extra work begins, including the price or pricing method and any timing effect.
- 5.3 If the price cannot reasonably be fixed in advance, the variation is charged at the applicable labour, material, travel, and subcontractor rates, plus GST.
- 5.4 Anytime Electrical may stop and seek instructions when unexpected conditions make the original scope unsafe, non-compliant, impracticable, or materially more expensive.
- 5.5 If urgent action is reasonably necessary to prevent injury, fire, electrical damage, or material property damage, Anytime Electrical may isolate, disconnect, or carry out the minimum work needed to make the site safe before obtaining approval. The customer is charged the reasonable cost of that action.
- 5.6 A person at the site who appears reasonably authorised may approve day-to-day instructions. Material scope or price changes require approval from the customer or an expressly authorised representative.
- 5.7 No employee or subcontractor may waive these terms unless Anytime Electrical confirms the waiver in writing.

6. Customer information, authority, and access

- 6.1 The customer must provide accurate information about the site, existing installation, intended use, electrical load, access restrictions, known hazards, prior work, and relevant plans or records.
- 6.2 The customer must disclose known asbestos, contaminated materials, structural hazards, hazardous substances, live services, restricted areas, animals, security systems, and other site risks before work begins.
- 6.3 The customer confirms it owns the site or has the owner's authority to request the work and obtain any access, body corporate, landlord, tenant, utility, or third-party approvals for which the customer is responsible.
- 6.4 The customer must provide safe and timely access, suitable parking or loading where reasonably available, water and electricity where required, and a clear work area.
- 6.5 Delays, return visits, or extra work caused by missing access, inaccurate information, unprepared areas, other contractors, or customer instructions may be charged as a variation.
- 6.6 The customer must keep children, occupants, visitors, pets, and unauthorised persons away from controlled work areas and follow reasonable safety directions.
- 6.7 Anytime Electrical may photograph relevant site conditions and completed work for project records, safety, certification, and dispute evidence. Marketing use requires separate permission where a person or private location is identifiable.

7. Existing installations and hidden conditions

7.1 Electrical work can expose defects, deterioration, overloading, non-compliant alterations, inaccessible wiring, water damage, pest damage, or hazardous materials that were not reasonably visible beforehand.

7.2 Discovery of a hidden condition may require testing, isolation, redesign, specialist advice, inspection, replacement, or additional work. This is treated as a variation unless it was part of the agreed scope.

7.3 Anytime Electrical is responsible for loss or damage it causes by failing to exercise reasonable care and skill, but is not responsible merely because pre-existing defects are discovered during lawful work.

7.4 Where an existing installation is unsafe, Anytime Electrical may be legally or professionally unable to reconnect or leave it energised until the defect is rectified.

7.5 The customer will be told what was found, what has been made safe, what remains outstanding, and whether further work or inspection is recommended or required.

8. Safety, isolation, and site control

8.1 Safety takes priority over convenience, programme, and cost. Anytime Electrical may establish exclusion zones, isolate circuits, disconnect equipment, or stop work where reasonably necessary.

8.2 The customer must not energise, alter, remove, bypass, or interfere with temporary protection, lockout devices, warning notices, barriers, or incomplete electrical work.

8.3 Power interruptions may affect alarms, refrigeration, medical equipment, servers, pumps, gates, access systems, and other equipment. The customer must identify critical loads and arrange reasonable backup or shutdown procedures before work begins.

8.4 Anytime Electrical will use reasonable care when isolating and restoring supply but is not responsible for loss caused solely by a disclosed and reasonably necessary interruption, except to the extent the law provides otherwise.

8.5 Work may be suspended if the site becomes unsafe, if required controls are refused, or if another person's actions create an unacceptable risk.

8.6 The customer must immediately report any shock, smoke, burning smell, repeated tripping, exposed conductor, damaged fitting, or other suspected electrical danger and must not continue using affected equipment.

9. Scheduling, attendance, and delays

9.1 Dates and times are good-faith targets unless the contract expressly states that a date is guaranteed.

9.2 The customer must tell Anytime Electrical promptly if access or timing changes. A reasonable cancellation or rescheduling charge may apply if the notice given is insufficient to avoid the booked cost.

9.3 Anytime Electrical will give reasonable notice of material delays when practicable.

9.4 Time may be extended for variations, hidden conditions, unsafe sites, weather, utility outages, inspection availability, supply shortages, customer delay, other contractors, illness, emergency work, or events beyond reasonable control.

9.5 If a delay materially affects the customer, both parties will discuss a reasonable revised programme or other lawful remedy.

9.6 Unless agreed otherwise, after-hours, urgent, emergency, remote, or restricted-access work may attract different labour, travel, or call-out rates that will be disclosed before work where practicable.

10. Materials, equipment, and substitutions

10.1 Materials and equipment supplied by Anytime Electrical will be suitable for the agreed work and comply with applicable legal requirements.

10.2 Product availability, colour, finish, dimensions, lead times, and manufacturer specifications may change. The customer will be told before any material substitution where practicable.

10.3 A substitution must be reasonably equivalent in function and quality unless the customer agrees otherwise.

10.4 Special-order or custom materials may require a deposit and may be non-returnable once ordered, but only to the extent disclosed and permitted by law.

10.5 Manufacturer warranties are passed through where available. Anytime Electrical will reasonably assist with a valid warranty claim for products it supplied.

10.6 Removed materials become Anytime Electrical's property only if the customer agrees or disposal is included in the scope. Hazardous and regulated waste is handled as required by law and may incur a disclosed charge.

11. Customer-supplied products

11.1 Customer-supplied products must be lawful, suitable, complete, undamaged, compatible, and available when required.

11.2 Anytime Electrical may refuse to install a product that lacks required documentation, appears unsafe, is incompatible, is outside the agreed scope, or cannot lawfully be installed.

11.3 Extra time spent inspecting, adapting, sourcing missing parts, or returning because a customer-supplied product is unsuitable may be charged as a variation.

11.4 Anytime Electrical remains responsible for exercising reasonable care and skill in installation but is not responsible for an inherent product defect it did not cause and could not reasonably identify.

11.5 Product warranty claims for customer-supplied goods remain the customer's responsibility unless the parties agree otherwise in writing.

12. Compliance, inspection, and certification

12.1 Prescribed electrical work will be carried out by, or under the supervision of, appropriately authorised electrical workers as required by New Zealand law.

12.2 Anytime Electrical will test the work and issue an Electrical Safety Certificate, Certificate of Compliance, Record of Inspection, or other document when and to the extent legally required.

12.3 High-risk prescribed electrical work may require independent inspection. Unless included in the quote, reasonable inspector and reinspection charges are payable by the customer.

12.4 Certification records describe the work actually carried out. They do not certify unrelated parts of an existing installation unless expressly inspected and included.

12.5 If work cannot be completed or certified because of an existing defect, customer instruction, denied access, third-party work, or another matter outside Anytime Electrical's control, the customer will receive a written explanation of the outstanding issue where required.

12.6 The customer must keep certification and inspection documents with the property records and provide them to an insurer, purchaser, landlord, authority, or other person where appropriate.

13. Completion and handover

13.1 Work is complete when the agreed scope has been performed, required testing has been completed, and the installation or relevant part is ready for intended use, subject to any listed minor items.

13.2 Minor omissions or defects that do not prevent safe use do not automatically make the whole job incomplete, but Anytime Electrical remains responsible for addressing valid defects within a reasonable time.

13.3 The customer must inspect the visible work and report concerns promptly. A failure to report a visible issue immediately does not remove any right that the law gives the customer.

13.4 Instructions, manuals, access details, test results, and certificates are provided where they form part of the agreed work or are legally required.

13.5 The customer is responsible for operating and maintaining equipment in accordance with supplied instructions and arranging future testing, servicing, or inspection where required.

14. Charges, invoices, and payment

- 14.1 Unless otherwise agreed in writing, payment is due when the work is completed and the invoice is issued.
- 14.2 Approved credit accounts may have 7-day or 20-day terms, subject to the stated account conditions and a satisfactory credit assessment.
- 14.3 Deposits, progress payments, or payment for special-order materials apply only when stated in the quote, work order, or approved variation.
- 14.4 An invoice may include labour, supervision, travel, call-out time, materials, freight, plant, testing, certification, inspection, subcontractors, disposal, permits, and other charges included in the contract or validly varied.
- 14.5 Payment must be made by a method shown on the invoice or otherwise agreed. Any merchant or transaction fee must be disclosed before the customer chooses that payment method.
- 14.6 The customer must raise a genuine invoice dispute promptly, identify the disputed item and reason, and pay any undisputed amount by the due date where the law permits.
- 14.7 A customer may not deduct, set off, or withhold payment except where the contract or law permits.
- 14.8 A payment is received when cleared funds are available to Anytime Electrical.
- 14.9 Nothing in this clause prevents a consumer from exercising a lawful remedy for faulty goods or services.

15. Construction Contracts Act payment claims

- 15.1 The Construction Contracts Act 2002 may apply to some electrical work that forms part of construction work.
- 15.2 Where the Act applies, Anytime Electrical may serve a payment claim that meets the statutory requirements, including identifying the contract and work, stating the claimed amount and due date, explaining the calculation, stating that the claim is made under the Act, and providing the required response information.
- 15.3 A payer who disputes a payment claim should provide a compliant payment schedule within the period required by the Act or the contract.
- 15.4 This clause does not make an ordinary invoice a valid statutory payment claim unless the invoice and accompanying information satisfy the Act.

16. Overdue accounts and recovery

- 16.1 If an amount is overdue, Anytime Electrical will ordinarily issue a reminder and give the customer a reasonable opportunity to correct an administrative error or raise a genuine dispute.
- 16.2 Default interest may be charged at 1.5% per month on the overdue balance, calculated daily from the due date until payment, but only to the extent the rate was disclosed before the contract was accepted and is lawful and fair in the circumstances.
- 16.3 The customer must reimburse reasonable external debt-recovery and enforcement costs actually incurred because of an undisputed overdue amount, to the extent permitted by law.
- 16.4 Anytime Electrical may suspend further work for material non-payment after reasonable written notice, unless immediate suspension is justified by a serious credit or insolvency risk.
- 16.5 Suspension does not remove the customer's obligation to pay for work properly completed or reasonable costs already committed.
- 16.6 Any default rate or recovery charge must be disclosed before acceptance, remain proportionate, and comply with applicable New Zealand law.

17. Ownership, risk, and security interests

17.1 Ownership of unfixed or readily separable goods supplied by Anytime Electrical remains with Anytime Electrical until all amounts owing for those goods are paid, to the extent permitted by law.

17.2 Risk of loss or damage to materials passes to the customer when they are delivered into the customer's custody or installed, except to the extent loss is caused by Anytime Electrical's failure to exercise reasonable care.

17.3 The customer must keep unpaid, unfixed goods identifiable, secure, and insured and must not sell or dispose of them outside the ordinary course of business.

17.4 For a Business Customer, the contract may create a security interest under the Personal Property Securities Act 1999 in supplied goods and identifiable proceeds. Anytime Electrical may register that interest after giving any notice required by law.

17.5 The customer must provide information reasonably needed for a lawful registration. Registration costs are recoverable only if disclosed and permitted by law.

17.6 Nothing authorises entry onto property without consent or legal authority, or removal of installed goods where removal would be unlawful, unsafe, disproportionate, or materially damage the property.

17.7 Consumer rights and statutory priority rules prevail over this clause.

18. Workmanship, defects, and warranties

18.1 Anytime Electrical will perform services with reasonable care and skill and in accordance with applicable legal requirements.

18.2 The customer should notify Anytime Electrical promptly of a suspected defect and provide a reasonable opportunity to inspect and, where appropriate, remedy it.

18.3 Warranty coverage does not extend to fair wear and tear, misuse, overloading, lack of maintenance, unauthorised alteration, pest or water damage, utility events, customer-supplied defects, or unrelated pre-existing conditions, except where the law provides otherwise.

18.4 If another person alters or attempts to repair the work before Anytime Electrical can inspect it, Anytime Electrical is responsible only for the part of the problem it caused and can still reasonably verify.

18.5 Manufacturer warranty periods and procedures apply to products, but they do not replace any rights the customer has against Anytime Electrical under applicable law.

18.6 A valid defect caused by Anytime Electrical will be remedied within a reasonable time, taking account of safety, urgency, access, parts, and the nature of the work.

18.7 No statement creates a guarantee beyond the contract unless it is confirmed in writing by an authorised representative.

19. Consumer and business customer rights

19.1 Consumers may have non-excludable rights under the Consumer Guarantees Act 1993, Fair Trading Act 1986, and other laws. These terms do not remove or restrict those rights.

19.2 Consumer services are subject to applicable guarantees of reasonable care and skill, fitness for an agreed purpose, completion within a reasonable time where no time is fixed, and a reasonable price where no price is agreed.

19.3 Nothing limits remedies that cannot lawfully be limited, including remedies for serious service failure or misleading conduct.

19.4 If the customer acquires the work in trade, the parties agree to contract out of the Consumer Guarantees Act only where the statutory requirements are satisfied, the agreement is in writing, and it is fair and reasonable to do so.

19.5 Any contracting out of provisions of the Fair Trading Act applies only where the law expressly permits, both parties are in trade, the agreement is in writing, and it is fair and reasonable.

19.6 A clause that is unlawful or declared unfair is not relied on and is severed or read down only to the minimum extent necessary.

20. Suspension, cancellation, and termination

20.1 Anytime Electrical may suspend work for unsafe conditions, denied access, material non-payment, missing approvals, unlawful instructions, or a serious breach that is not remedied after reasonable notice.

20.2 Immediate suspension is permitted where delay would create a safety risk, legal breach, material property risk, or serious insolvency or credit risk.

20.3 The customer may cancel future work by giving reasonable notice. The customer must pay for work properly completed, materials reasonably ordered or committed, and reasonable unavoidable cancellation costs that were disclosed or reflect actual loss.

20.4 A cancellation charge is not a penalty and will not exceed a reasonable estimate of loss caused by the cancellation.

20.5 Either party may terminate for a serious breach that is not remedied within a reasonable period after written notice, unless the breach cannot be remedied or urgent termination is permitted by law.

20.6 On termination, the site will be left reasonably safe, and incomplete or unsafe work may remain isolated or disconnected.

20.7 Clauses concerning accrued payment, ownership, confidentiality, privacy, liability, dispute resolution, and general interpretation continue after termination where their nature requires it.

20.8 Statutory cancellation and remedy rights, including any rights applying to uninvited direct sales, are not excluded.

21. Liability and allocation of risk

21.1 Each party is responsible for loss it causes by breaching the contract, acting negligently, or breaking the law, subject to lawful limits in this clause.

21.2 Anytime Electrical is not responsible for loss caused solely by inaccurate customer information, denied access, customer or third-party interference, pre-existing defects, customer-supplied products, or events beyond reasonable control.

21.3 The customer must take reasonable steps to reduce avoidable loss, including protecting critical equipment and following safety and operating instructions.

21.4 For a Business Customer only, and to the extent lawful and fair, neither party is liable for indirect or consequential loss such as lost profit, lost production, lost data, or business interruption unless that risk was expressly accepted in writing.

21.5 For a Business Customer only, and to the extent lawful and fair, Anytime Electrical's aggregate liability arising from the relevant work is limited to the amount paid or payable for that work or the amount recoverable under applicable insurance, whichever is greater.

21.6 The limits do not apply to fraud, wilful misconduct, personal injury, liability that law prohibits from being limited, or property damage to the extent caused by negligence and covered by applicable legal rights.

21.7 These liability provisions allocate risk only to the extent permitted by law and do not prevent either party from using a lawful remedy.

21.8 The customer should maintain appropriate property, contents, business interruption, and equipment insurance. Anytime Electrical does not advise on the customer's insurance needs.

22. Privacy, credit checks, and records

22.1 Anytime Electrical may collect contact, site, billing, communication, payment, and work-history information needed to quote, schedule, perform, certify, invoice, support, and enforce the contract.

22.2 Information may be shared where reasonably necessary with employees, subcontractors, inspectors, utility providers, suppliers, insurers, professional advisers, credit-reporting agencies, and debt-recovery providers, subject to law.

22.3 A credit check is undertaken only for a requested credit account or where another lawful credit purpose exists. The customer authorises reasonable verification of information supplied for that purpose.

22.4 Personal information is used, stored, accessed, corrected, retained, and disclosed in accordance with the Privacy Act 2020 and any applicable privacy notice.

22.5 The customer may request access to or correction of personal information held about them, subject to lawful exceptions.

22.6 Project, certification, tax, safety, and dispute records may be retained for the period required by law or reasonably needed for those purposes.

22.7 Marketing messages are sent only where permitted, and the recipient may use the stated unsubscribe method.

23. Communications and notices

23.1 The customer must keep contact and billing details current.

23.2 Quotes, approvals, variations, invoices, reminders, certificates, and notices may be sent electronically to the address or number supplied by the customer.

23.3 An electronic notice is treated as received when it enters the recipient's information system, unless the sender receives a failure notice or knows it did not arrive.

23.4 Urgent safety communication may be given verbally and confirmed in writing as soon as reasonably practicable.

23.5 The customer must not rely on an instruction or price change unless it comes from an authorised Anytime Electrical contact or is otherwise verified.

24. Disputes

24.1 A party raising a dispute should describe the issue, relevant work or invoice, supporting information, and the outcome sought.

24.2 Both parties will first try in good faith to resolve the dispute directly and promptly.

24.3 If unresolved, the parties may agree to mediation or another proportionate dispute-resolution process.

24.4 Nothing prevents urgent court relief, a statutory complaint, a Disputes Tribunal claim, adjudication under the Construction Contracts Act where available, or another remedy that cannot lawfully be restricted.

24.5 While a dispute is being resolved, both parties should continue undisputed obligations where safe and practicable.

24.6 Consumers may contact relevant consumer, licensing, or regulatory bodies where appropriate.

25. Events beyond reasonable control

25.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, except that payment remains due for work properly completed and obligations concerning safety continue.

25.2 Such events may include severe weather, natural disaster, epidemic, fire, utility failure, transport disruption, strike, supplier failure, government restriction, or widespread material shortage.

25.3 The affected party must take reasonable steps to reduce the effect and notify the other party when the delay is material.

25.4 If the event continues so long that the contract's purpose is materially frustrated, either party may propose a reasonable suspension, variation, or termination and payment of properly incurred costs.

26. General terms

26.1 New Zealand law governs the contract, and New Zealand courts and tribunals have non-exclusive jurisdiction subject to any statutory forum.

26.2 The version of these terms supplied or linked when the contract is accepted governs that contract. Later website changes do not alter existing work unless both parties agree in writing.

26.3 Any amendment to an accepted contract must be agreed in writing, except for a lawful urgent safety instruction or a minor administrative correction.

26.4 Failure to enforce a right immediately does not waive it.

26.5 If part of the contract is invalid or unenforceable, the remaining provisions continue, and the invalid part is read down only where lawful.

26.6 The customer may not transfer the contract without Anytime Electrical's reasonable written consent. Anytime Electrical may use suitably qualified employees and subcontractors while remaining responsible for the work it agreed to supply.

26.7 Headings and the plain-English summary assist reading but do not replace the detailed clauses.

26.8 These terms record the entire agreement about their subject matter, but do not exclude representations or rights that cannot lawfully be excluded.

END OF TERMS