

# Nauhria Precast - Standard Terms and Conditions



These terms and conditions have been developed to clarify the expectations and performance requirements of both the supplier (Nauhria Precast Limited) and the client in order to maximise speed, efficiency, and accuracy of the precast product orders for the project.

All points from these Terms and conditions unless otherwise amended and agreed in writing will be deemed to have been read and accepted by the client and will overrule all other contract documents sent to Nauhria Precast Ltd.

## 1. CONTRACTS

- 1.1. All contracts entered into are under the Construction Contracts Act 2002.
- 1.2. Nauhria's acceptance of any project offer is subject to:
  - 1.2.1. The client's acceptance of Nauhria's Standard Terms and Conditions – Precast Concrete
  - 1.2.2. The agreement of by both parties of the project programme and delivery dates (see 3.0 Programme),
  - 1.2.3. Suitable credit arrangements being agreed in advance (See 8.0 Payments) and,
- 1.3. A written acceptance from the client with reference to the correct quotation number and detailed scope of works
- 1.4. Any variations to the actual project different to the scope of works quoted for may be charged as a variation by Nauhria Precast Limited. If the square meter area of the project increases this will be costed as per original quote and done so using the same format and rates as the original quote. If however the square meter area is reduced and/or the average size of the panels is reduced, this will result in an increase in the square metre rate due to a lower return in volume for the same amount of man-hours in preparation of said product.

## 2. SCOPE

- 2.1. The quote is for the manufacture and delivery of the Precast Products as listed in the quote only on a "Free on Truck" basis to site. (See 6.0 Deliveries)
- 2.2. The price strictly is based on the documents noted on the quote. Any changes in these documents may affect the price accordingly.
- 2.3. Inclusions and exclusion of the scope of works is strictly as per the quote, any items not mentioned are strictly excluded.
- 2.4. The Client is responsible for product offloading, onsite storage, erection, propping, etc and all associated costs for products and services including the supply of temporary propping, any cleats, bolts, dead-men, brackets for permanent or temporary site storage or fixing of units.

## 3. PROGRAMME

- 3.1. Construction Programme must be supplied by the Client and agreed to by Nauhria Precast Ltd prior to the commencement of the contract.
- 3.2. Any changes or delays to the programme by the Client must be notified to Nauhria Precast as soon as possible.
- 3.3. Any changes in programme by the client may affect Nauhria Precast's ability to meet the agreed programme dates and a new programme date must be agreed. In such case Nauhria Precast takes no responsibility for any damage or loss this may cause to the client and/ or any other parties involved in the project.
- 3.4. Any delays in receiving for construction architectural and/ or structural drawings may affect Nauhria Precast's ability to meet the agreed programme dates and a new programme date must be agreed, Likewise any delays from the Client and/ or Consultants in the review of the shop drawings and/ or in providing necessary information to complete shop drawings may also affect Nauhria Precast's ability to meet the agreed programme dates and a new programme date must be agreed. In such case Nauhria Precast takes no responsibility for any damage or loss this may cause to the client and/ or any other parties involved in the project.
- 3.5. If the programme has been changed and/ or delayed after the product(s) have been manufactured, Nauhria Precast reserves the right to charge storage of these units at \$10.00 per unit per day of change/ delay.

## 4. SHOP DRAWINGS & DESIGN

- 4.1. A full construction issue set of architectural and structural drawings must be received by Nauhria Precast Ltd before shop drawings can commence. As stated in 3.4 above, any delays in receipt of these drawings may affect the program in which Nauhria cannot be held responsible for.
- 4.2. Nauhria Precast Ltd will produce shop drawings showing their interpretation of the client's requirements. It is the Client's responsibility to check that all dimensions and details are correct and approve in writing before manufacture can commence. Shop drawings approved by the Client constitute final agreement to quantity and form of units to be supplied.
- 4.3. Lifting designs on the shop drawings are standard, or specifically designed to meet the requirements of Nauhria Precast's manufacturing and transportation need. It is the Client responsibility to check lifting design required on-site for erection, if the client requires any changes or additions to the lifting design to meet their own site requirements this must be forwarded to Nauhria Precast prior to or during drawings approval process. Nauhria Precast takes no responsibility for lifting design requirements for any on-site needs such as erection.
- 4.4. Constant changes to workshop drawings due to Clients variations, poor quality structural and/or architectural drawings may result in additional drafting costs and delays to the program. The Client will be notified of this happening.
- 4.5. Nauhria Precast Ltd takes no responsibility for a product manufactured correctly to a client approved shop drawing.
- 4.6. No allowance has been made for any site measurement, the client is responsibly for supply all necessary dimensions and levels timely and free of charge.

**VIDA**  
— PRECAST & REINFORCING —

**MONARC**  
CREATIVE PRECAST PANELS

Westpac Business Excellence  
**BEST of the BEST**  
2015 Supreme Award Winner

**concretenz**  
PRECAST

**REINFORCING NZ**



## 5. REINFORCING, STEEL, COMPONENTS

- 5.1. The price is based on the reinforcing detailed on the drawings supplied for tender purposes.
- 5.2. Our quote is based on the use of approved reinforcing steel manufactured to AS/NZS 4671 using the Micro Alloy or Quench and Tempered process.
- 5.3. The Department of Building and Housing has issued advisory notes, as a result of which we are unable to use Grade 500E reinforcing steel as starter bars. If the drawings require Grade 500E starter bars we will request the Engineer to redesign using Grade 300E reinforcing starter bars. Any additional reinforcing required as a result of this change to comply with DBH advisory notes will be charged as a variation to the quoted price.
- 5.4. We have allowed for all reinforcing, trim bars, Reid bars and Reid bar components actually cast into the precast panels as detailed on the supplied drawings only.
- 5.5. We have not allowed for any supplementary Threaded Rods, Bolts, Washers, Nuts or Reidbar for the cast-in TCM or RB inserts, similarly we have not allowed for any "loose" reinforcing bars such as saddle bars.

## 6.0 DELIVERIES OF PRODUCTS

- 6.1 The Client must provide adequate access to and around the site, including adequate ground preparation for delivery trucks. Nauhria Precast Ltd, take no responsibility for inspection of access or ground preparation for delivery trucks. It is the client's responsibility.
- 6.2 We have allowed all deliveries on full 20 tonne arctic loads. Any request to provide deliveries less than this will be at an additional cost.
- 6.3 A sequenced delivery programme including item reference, date and time must be supplied to Nauhria Precast Ltd, in writing only, at least one week (5 working days) before deliveries are to take place with final confirmation given within 48 hours of delivery. All delivery dates and times are subject to agreement by Nauhria, and Nauhria shall have no liability for any loss, cost or damage arising from failure to deliver on time.
- 6.4 Delays may occur due to traffic, truck availability and loading requirements, which can result in disruption of product arriving on site for which Nauhria Precast Ltd cannot be held responsible.
- 6.5 One (1) hour only is allowed for on site unloading of trucks. Any additional time due to site delay will be charged at \$120.00 + GST per hour.
- 6.6 The Client must have an authorised representative on site at all times during erection activity and all products are to be accepted and signed for upon delivery to site.
- 6.7 Nauhria Precast takes no responsibility for any damage caused to precast products once delivered to site. If the said product arrives damaged, it is the client's responsibility to note the damage to the unit on the delivery docket, if no notation is noted on the delivery docket Nauhria Precast takes no responsibility of any said damage.
- 6.8 There has been no allowance for any in street operations or permits, traffic management plans or traffic control operations.
- 6.9 We have not allowed for the supply, preparation or installation of any strongback's to support Handling, transportation or installation. Any strongback's required would be invoiced as a variation to contract. Remedials resulting from strong-back fixings are at the cost of and responsibility of the client.
- 6.10 Nauhria will take all reasonable efforts to load the precast units in the order of lift off sequence however due to transport efficiencies and safe loading procedures there is no guarantee that all units will be delivered in the requested sequence.
- 6.11 All stairs are to be delivered on their edge, we have not made allowance to deliver in any another position or to turn the units for erection on-site

## 7.0 REMEDIALS

- 7.1 All remedial must be notified to Nauhria Precast Ltd in writing within 7 days of receipt of product. Nauhria Precast accepts no responsibility for remedials notified after this period.
- 7.2 As Nauhria Precast constructs all units according to the following New Zealand Standard NZS 3114:1987, NZS 3109:1997 & NZS 3101:2006, Nauhria Precast will only be responsible for any and all remedial works that do not conform to the clauses within these standards. General "Tiding Up" & similar orders will not be accepted unless they specifically do not conform to the clauses of the NZ Standards stated above.
- 7.3 Nauhria Precast Ltd reserves the right to carry out, or arrange, their own subcontractors for any remedial work.
- 7.4 Nauhria will endeavour to supply defects free products as per the signed off shop drawings and New Zealand Standards mentioned above. However, in case remedial work is required for reasons attributable only to Nauhria workmanship then Nauhria must be notified immediately in writing and has to be allowed reasonable time/access to rectify/remedy any such works either with its own work force and/or subcontractors. Nauhria will not accept any contra charges otherwise.
- 7.5 One week's notice is required prior to commencement of any remedial work and is weather dependent.
- 7.6 Power suitable for drills, compressors and other equipment is to be supplied by Client within 20m of erection
- 7.7 For Monarc and Architectural Precast Remedial refer to additional points in 9.4 below.

## 8.0 PAYMENT

- 8.1 For approved accounts payments are to be made in full on or before the 20<sup>th</sup> of the month following invoicing.
- 8.2 Nauhria reserve the right to approve or decline any credit account facilities at their discretion. Alternative acceptable payment methods include advance payment by bank cheque only or cleared funds deposited into a Nauhria holding account. (Account Number and transaction reference number will be provided on request).

- 8.3 "Off Site" payments will be invoiced to the client for payment of items manufactured in any given calendar month.
- 8.4 The products remain the property of Nauhria Precast Ltd until payment is received in full.
- 8.5 No retentions will be held by the Client.
- 8.6 Interest is payable on overdue accounts. Interest is charged at the rate of 2% per month.
- 8.7 'Payment when paid' clause is not acceptable.
- 8.8 Any form of payment bond or guarantee is excluded
- 8.9 Nauhria reserve the right select debt recovery methods and to pass on the cost of that method in full with interest in seeking payment for any monies outstanding and past due.
- 8.10 Nauhria reserve the right to suspend supply at their discretion and without prejudice or penalty for any reason.
- 8.11 Nauhria do not accept liquidated damages

## 9.0 MONARC™ & ARCHITECTURAL PRECAST

**9.1 Expectation of precast panels finishes** – Expectations over what constitutes an acceptable precast panel finish can often differ between the manufacturer (Nauhria), the contractor, the architect and the client. The following highlights inherent limitations in the production process that may help in narrowing the range of expectations between parties involved in the construction process.

**9.2 Appearance** - With Monarc and all architectural precast, we take extreme care to ensure the product quality is the best that it can be. However concrete and its ingredients (sand, aggregate, cement, and oxides) are natural products and can have variations in colour, shape, size and natural properties. e.g. quartz crystal veins.

Concrete colour can also vary from day to day and panel to panel due to environmental fluctuations in temperature and humidity, raw material moisture content, concrete curing time, aggregate batching and source supply. With vibration of concrete it is also difficult to achieve a completely uniform distributed look.

With our development of Monarc Creative Precast we have established many effective procedures to reduce the inconsistencies and variances in concrete. We are, however, unable to guarantee that all panels will have precisely the same consistency and look.

**9.3 Refinement** - Monarc panels are manufactured within the limits and tolerances for precast panel manufacturing set out in NZS3109 1997.

During the Monarc manufacturing process, a thin layer of the cement surface is removed. Normally, and unless otherwise specified, panels are cast 5mm thicker than required to accommodate the removal of this cement layer.

With the removal process it is natural for concrete irregularities to become visible including air bubbles, cracks, and exposure of the concrete ingredients some of which can dislodge from the surface of the panel.

Nauhria accepts no liability for these irregularities made visible during the Monarc panel manufacturing process.

**9.4 Chamfers / Edges** - Monarc panels are typically manufactured with 15x15mm cast in chamfers. The chamfer depth is reduced through Monarc processing to the face of the panel.

Unless specifically requested, Monarc processing of chamfers and panel edges is excluded i.e. units are provided with an unprocessed off the form finish. By request chamfers and panel edges may be Monarc hand diamond honed, hand diamond brushed or hand bush hammered at an additional cost. Instruction to process chamfers & panel edges must be specifically requested at time of tender or specifically requested through the shop drawing process prior to manufacture.

If edges and/or chamfers are Monarc processed it is important for the client to understand that the process used on the edges and/or chamfers is not the same process that is used on the face of the panel, as such the edges and/or chamfers may look different to the panel face – depth of hand processing is generally less therefore revealing less aggregate surface and it is normal for air bubbles to be revealed on formwork side faces and panels edges among other possible differences.

Please note we are unable to offer MONARC edge finishes in window or door rebates.

**9.5 Remedials** – Further to item 7 above, Nauhria take all practical care to ensure damage to the panels is minimised. However, during the process precast panels go through - manufacture, storage, transportation, erections on-site and other construction movement on-site (drilling, diggers, scissor lifts etc), there is always a possibility that some damage could occur to the panels.

Nauhria have skilled people to carry out professional remedial work. However, very close inspection might reveal that remedial work has been undertaken.

**9.6 Sealing / Coating** - Aesthetic or functional reasons (matt, gloss, wet or natural look finishes or for graffiti protection) may require the need for the application of sealers and coatings.

Nauhria's manufacturing environment is unsuited for the coating and sealing of precast panels and we, therefore, are unable to provide this product or service.

Please note that no allowance has been made for any type of sealers or coatings to be supplied or applied to these panels.

Nauhria recommend that panels be sealed or coated as soon as practically possible to reduce the occurrence of efflorescence, to protect against soiling, staining or graffiti and to add lustre, richness and shine to the panels

A specialised trade in itself we recommend consulting with coating specialists such as Resene, Sika, Graffiti Solutions or other similar professional product and service providers.

- 9.7 Transportation, handling and erection of Monarc panels** - Monarc panels are manufactured with approved cast-in lifting components. Nauhria take all practical care to avoid damage occurring to the panels during production, processing and pre delivery storage.

Nauhria accepts no liability for any damage caused as a result of the lifting, handling, securing, transportation, or erection of MONARC Panels from the moment of loading them on to delivery vehicles, trailers, flat racks, 'A' frames, and other means of transportation or storage apparatus.

We have made no allowance for extra protection during transportation

- 9.8 Samples** - Samples are made from actual concrete giving you the opportunity to touch, feel and see the richness and depth of the colour and are designed to provide an indication of colours and texture. However Nauhria cannot guarantee that the final product will be exactly the same as the sample or consistently to the same standard. Samples are unlikely to show the colour and texture variation experienced in larger areas and as stated above in 9.2 Appearances, concrete colour and texture can vary from day to day and panel to panel due to environmental fluctuations in temperature and humidity, raw material moisture content, concrete curing time, aggregate batching and source supply. With vibration of concrete it is also difficult to achieve a completely uniform distributed look.

- 9.9 General** - MONARC™ and the Monarc logo are the registered trademark property of Nauhria Precast Limited. Unauthorised use of MONARC™ or the Monarc Logo is prohibited without authorized permission from the Managing Director or an appointed authorized employee of Nauhria Precast Limited.

For further information, or if you require clarification on any points relating to this document, please feel welcome to contact us at any time.

This document is also available on our website [www.nauhria.co.nz](http://www.nauhria.co.nz)

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