

ARK STANDARD KITCHEN PROJECT TERMS

Public standard terms incorporated only by an accepted ARK Project Contract Schedule

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These public Standard Terms become binding only when incorporated by an accepted Project Contract Schedule. The Schedule contains private project details and identifies the exact document versions applying to that project.

1. Contract formation and document priority

1.1 This Contract consists of the documents identified in the Contract Schedule.

1.2 A preliminary estimate, concept drawing, website page, verbal discussion or The ARK Kitchen Edit result does not by itself create a project contract.

1.3 The Contract becomes binding when:

the parties sign it; or

the Client electronically accepts the identified Contract Documents and ARK confirms acceptance.

1.4 If identified Contract Documents conflict, the following order applies:

- 1.** latest signed Variation or Special Condition;
- 2.** Project Contract Schedule;
- 3.** ARK Standard Kitchen Project Terms;
- 4.** Accepted Quotation;
- 5.** Approved Drawings and Material Schedule;
- 6.** other project-specific schedules;
- 7.** identified Policy versions;
- 8.** ARK Standards and Care Guides.

1.5 A lower-priority document cannot silently alter an expressly agreed Scope, price or Special Condition.

2. Scope, drawings and materials

2.1 ARK will provide the products and services expressly included in the Accepted Quotation and approved project documents.

2.2 Work not expressly included is excluded.

Excluded work may include demolition, plumbing, electrical, gas, flooring, tiling, painting, plastering, structural work, waterproofing, consent services and appliance installation unless specifically included.

2.3 Visual renders and example images are indicative. They do not guarantee exact colour, grain, texture, lighting or scale.

2.4 Samples reasonably represent the selected product but exact batch, pattern, grain, veining, tone and gloss matching cannot be guaranteed.

2.5 Site conditions or information that could not reasonably be confirmed before work began may require a Variation.

3. Design and Client approvals

3.1 The Client must review the drawings, layout, materials, colours, hardware, appliances, openings and other project details before approval.

3.2 The Client must provide accurate and timely:

- appliance brands and exact model numbers;
- official technical sheets;
- installation dimensions;



ventilation and clearance requirements;
 information about client-supplied products;
 relevant site and building information.

3.3 Photographs, approximate measurements, sales listings and verbal descriptions do not replace official technical information where ARK requests it.

3.4 Client approval does not excuse an ARK error that the Client could not reasonably have been expected to identify.

3.5 Changes requested after approval may be treated as Variations.

3.6 Design licence

After payment of amounts properly due for the relevant design work, the Client receives a limited, non-exclusive licence to use the final approved project drawings solely to complete, maintain or repair the same project at the same property. ARK retains ownership of its templates, systems, methods, reusable details and general know-how. The licence does not permit resale, replication at another property or removal of ARK ownership notices.

4. Client and site responsibilities

The Client must:

provide lawful and safe site access;
 ensure the site is reasonably ready for the scheduled work;
 disclose known hazards, leaks, asbestos, structural concerns and concealed services;
 remove or protect valuables and fragile items;
 arrange trades not included in ARK's Scope;
 provide timely decisions and approvals;
 provide electricity, lighting, water and reasonable working access where required;
 comply with the applicable Site Readiness Requirements;
 take reasonable steps to avoid project delay or damage.

A failure to meet these requirements may result in delay, additional reasonable cost or a Variation.

5. Timing and delays

5.1 Project timing begins only after the commencement conditions in the Contract Schedule are satisfied.

5.2 Unless expressly stated as guaranteed, production, delivery, installation and Handover dates are reasonable estimates.

5.3 ARK is entitled to a reasonable extension where delay results from:

a Client decision, change or missing information;
 late payment;
 the site not being ready;
 concealed or inaccurate site information;
 another trade;
 material or supplier delay beyond ARK's reasonable control;
 transport disruption;
 illness or labour disruption;
 authority or consent requirements;
 unsafe conditions;
 an event reasonably outside ARK's control.

5.4 ARK will advise the Client of a material delay and revised planning window when reasonably practicable.

6. Price, invoices and payment

6.1 The Contract Price includes GST unless the Project Contract Schedule or Accepted Quotation clearly states otherwise.

6.2 The Contract Price covers only the accepted Scope. ARK will not increase an accepted fixed price merely because ARK underestimated work already included in that Scope.

6.3 ARK may issue invoices and, where applicable, Payment Claims by email, myARK or another agreed durable electronic method.

6.4 A Payment Claim issued under the Construction Contracts Act 2002 must satisfy the applicable statutory content and service requirements. A Payment Schedule must identify the scheduled amount and, where it is less than the claimed amount, the calculation and reasons.

6.5 Unless a later signed Special Condition lawfully changes the timing, the payment process in clause 7 applies. Undisputed amounts remain payable.

6.6 ARK may recover actual and reasonable debt-recovery costs only to the extent permitted by the Contract and law. No default interest applies under these Standard Terms.

7. Payment stages

7.1 Deposit - 50%

The deposit is payable on acceptance and activates the project. Before Cleared Funds are received, ARK is not required to reserve production or installation capacity, order project-specific materials or commence manufacturing.

7.2 Cabinetry Installation Completion Progress Payment - 45%

Cabinetry Installation Completion occurs when the cabinetry included in the accepted Scope has been delivered and substantially installed, fixed, levelled and checked against the Approved Drawings. It excludes the custom benchtop, splashback, trade reconnections, final sealing, ordinary final adjustments and recorded minor outstanding items.

ARK will record Cabinetry Installation Completion in the Project Record and serve the Payment Claim at or promptly after that milestone. Any Payment Schedule must be served within 3 working days after service. The claimed or scheduled amount is due within 3 working days after service.

Receipt of that amount in Cleared Funds is a condition for ARK to authorise or release custom benchtop manufacture. ARK may carry out final measurement or templating before payment is received, but is not required to authorise ordering or manufacture before Cleared Funds are received. A genuinely disputed amount must be identified and calculated; undisputed amounts remain payable.

7.3 Benchtop Installation Release Balance - 5%

Where a custom benchtop is included, this balance becomes payable only after the benchtop has been fabricated, is ready for installation and the proposed installation date has been confirmed to the Client. ARK will normally serve the Payment Claim at least 5 working days before the proposed installation date. Any Payment Schedule must be served within 2 working days after service, and the claimed or scheduled amount must be received in Cleared Funds no later than 2 working days before the scheduled installation date.

ARK is not required to release, dispatch or install the benchtop before the required Cleared Funds are received. If payment is late, the installation and Handover programme may move to the next reasonably available supplier and project slot.

After the included benchtop has been installed, no standard Contract Price balance remains outstanding. This does not affect an accepted Variation, separately authorised charge or a genuinely disputed amount. If no custom benchtop is included, the Project Contract Schedule must state the alternative final payment trigger.

8. Variations

8.1 A Variation is a change to the accepted Scope, price, materials, drawings, timing or responsibilities.

8.2 A Variation should be agreed in writing before changed work proceeds.

8.3 A Variation should identify:

the change;

price effect;

time effect;
 affected drawings or specifications;
 payment requirement;
 Client approval.

8.4 Verbal discussions do not alter the Contract unless confirmed in writing.

8.5 Work required solely to correct an ARK error is not a chargeable Client Variation.

8.6 ARK may take reasonable urgent action without prior written pricing where necessary to protect safety or prevent immediate damage and prior approval was not reasonably practicable. ARK must notify the Client promptly.

9. Suspension, rescheduling and storage

9.1 ARK may suspend affected work where:

an amount properly due has not been paid;
 required access, information or approval has not been provided;
 the site is unsafe or not ready;
 a required authority or consent is missing;
 continuing would be unlawful;
 suspension is permitted under the Construction Contracts Act.

9.2 Except in an urgent safety situation, ARK will provide reasonable written notice of the reason and the action required to resume work.

9.3 If completed or committed goods cannot proceed because of a Client-controlled delay, ARK may charge reasonable and evidenced:

storage;
 handling;
 protection;
 redelivery;
 rescheduling;
 supplier;
 remobilisation costs.

9.4 ARK will provide reasonable notice before storage charges begin where practicable.

9.5 Charges must reflect reasonable cost and must not operate as a penalty.

10. Delivery, ownership and risk

10.1 Title to unfixed goods remains with ARK until amounts properly due for those goods have been paid.

10.2 ARK may retain possession of undelivered goods while a properly due amount remains unpaid.

10.3 This Contract does not authorise ARK to enter the Client's property or remove installed goods without Client agreement, lawful authority or an enforceable legal process.

10.4 ARK bears the ordinary risk while goods remain in ARK's custody and while work is controlled by ARK, except where damage is caused by the Client, another trade or an external event.

10.5 Risk in completed installed work passes to the Client at Handover, subject to ARK's continuing responsibility for defects and legal obligations.

10.6 The Client is responsible for maintaining appropriate property insurance and advising its insurer about the project where necessary.

11. Practical Completion and Handover

11.1 Practical Completion occurs when the confirmed Scope is substantially complete, safe and reasonably usable for its intended purpose.

11.2 Minor items may remain where they do not materially affect:

safety;

structural integrity;

essential function;

reasonable use of the kitchen.

11.3 ARK will complete the applicable Pre-handover Inspection and record known exceptions or outstanding items.

11.4 ARK records the Handover Date after Practical Completion has been achieved and issues a Handover Notice through email, myARK or another agreed method.

11.5 Client signature is not required for Handover or warranty commencement.

11.6 ARK cannot rely on Handover to disregard incomplete critical work, an unresolved safety concern, structural instability or loss of essential function.

12. Defects, Warranty and Support

12.1 ARK will address defects for which it is responsible under:

this Contract;

the identified Warranty Policy;

the Consumer Guarantees Act 1993;

the Building Act 2004;

other applicable New Zealand law.

12.2 Eligible ARK Kitchen projects currently include:

10-Year ARK Cabinetry & Installation Warranty;

5-Year ARK Functional Hardware Warranty;

3-Year ARK Cabinet LED System Warranty;

10-Year ARK Benchtop Warranty.

12.3 Specialist, motorised or customer-selected products may have a different period recorded in the Project Record.

12.4 Detailed coverage, exclusions, reporting, assessment, remedy, closure and transfer rules are contained in the identified Kitchen Warranty Policy and its Schedules.

12.5 Completion of an ARK checklist is evidence of the recorded condition at that time but does not permanently exclude a later valid defect.

12.6 All after-sales concerns may be submitted through ARK Support.

12.7 ARK must receive a reasonable opportunity to inspect and remedy an issue for which it may be responsible.

12.8 The normal remedy order is:

1. adjustment;

2. repair;

3. replacement of the affected component;

4. reasonably comparable replacement;

5. written settlement or another lawful remedy.

12.9 A local issue does not automatically require replacement of unaffected work or the complete kitchen.

12.10 To the extent the work is residential building work under the Building Act 2004, the applicable implied warranties and statutory defect-repair process continue according to law. A written defect notification received during an applicable statutory period will be recorded and managed through ARK Support without reducing the statutory burden or remedies.

13. Other trades and client-supplied products

13.1 ARK is responsible only for trade work expressly included in the accepted Scope.

13.2 ARK does not provide product warranty for client-supplied taps, appliances, fixtures, fittings or accessories.

13.3 Where ARK expressly accepts installation of a client-supplied product, ARK remains responsible for its own installation workmanship.

13.4 ARK is not responsible for product defects, incorrect models, missing parts, delays, incompatibility or inaccurate information relating to client-supplied products.

13.5 Additional redesign, manufacturing, storage, return visits or delay caused by a client-supplied product may be treated as a Variation.

14. Cancellation and termination

14.1 A change of mind does not automatically entitle the Client to a full refund after the Contract is accepted.

14.2 If the Client cancels, the Client is responsible for ARK's reasonable entitlement for:

completed work;

design and technical work;

ordered or manufactured materials;

non-cancellable supplier commitments;

custom products that cannot reasonably be resold;

reasonable cancellation and demobilisation costs;

other actual loss caused by cancellation;

less costs reasonably avoided or amounts reasonably recovered by ARK.

14.3 ARK must provide a reasonable calculation or explanation.

14.4 The Client retains any cancellation or remedy rights available under applicable law for an ARK breach or substantial failure.

14.5 ARK may terminate after reasonable written notice where the Client:

fails to pay an amount properly due;

repeatedly prevents access or progress;

instructs unlawful or unsafe work;

commits a serious or repeated breach;

becomes insolvent;

repudiates the Contract.

14.6 Where a breach can reasonably be remedied, ARK will normally give the Client an opportunity to remedy it first.

14.7 Termination does not remove an existing defect obligation or a right that cannot lawfully be excluded.

15. Liability and legal rights

15.1 Each party is responsible for loss or damage caused by its breach, negligence or other legal responsibility.

15.2 The Client must take reasonable steps to prevent avoidable loss from becoming worse.

15.3 To the extent permitted by law, ARK is not responsible for loss that:

was not caused by ARK;

was not reasonably foreseeable;

was caused by the Client, another trade or an external event;

was increased by unreasonable delay or failure to prevent further damage;

concerns commercial profit or business interruption that ARK was not informed of and did not accept responsibility for.

15.4 Nothing in this Contract excludes or reduces a right or remedy that cannot lawfully be excluded.

16. ARKCode, myARK and records

16.1 After Project Activation, ARK may assign an ARKCode to the specific Project Record created for the accepted Scope. The ARKCode identifies that record. It does not belong to, or identify, the Client, Owner, myARK account or property.

16.2 The same Client, Owner or property may be connected to multiple ARKCodes where separate projects, orders, service records or other approved records are independently activated. A later separately contracted project at the same property will normally receive a separate ARKCode.

16.3 A Variation that remains within the same activated project normally remains part of the existing Project Record and ARKCode. ARK may create a separate record and ARKCode where the parties separately contract, activate or administer a distinct project or record.

16.4 The Project Record may preserve:

Contract Documents and accepted versions;

approvals and Variations;

drawings and material records;

invoices and payment status;

checklists and photographs;

Handover information;

warranty status;

Service Requests;

assessments and remedies;

transfer history.

16.5 myARK may provide authorised users with role-based access to one or more Project Records. An account or user may therefore be linked to multiple ARKCodes.

16.6 Access to an ARKCode does not make private project information public.

16.7 Personal information will be handled under ARK's Privacy Policy and applicable law.

16.8 The Privacy Policy describes how information is handled. It does not alter the physical Scope, Contract Price, payment process or remedy hierarchy. Website and myARK terms apply only when the relevant digital service is used.

17. Project documentation and public project records

17.1 ARK may photograph and document the Project privately for contract administration, design and production records, quality control, site safety, Handover, warranty, service, dispute management, insurance, professional advice and legal compliance. Private project documentation does not by itself authorise public or promotional publication.

17.2 Before Contract acceptance, the Project Contract Schedule must record one of the following choices:

- Standard Public Project Record; or
- Confidential Project.

If neither option is selected, the Project is treated as Confidential for public publication.

17.3 Where Standard Public Project Record is selected, the Client authorises ARK to use and publish selected information about the completed Project through ARK-controlled public channels, including ARK websites, Real Projects & Prices, public Project Records, portfolios, social media, advertising, professional presentations and machine-readable or AI-accessible public information systems.

17.4 Authorised public information is limited to:

1. the suburb or general locality, without the street name, street number or exact address;
2. photographs of the completed Project;
3. the kitchen layout or general cabinetry configuration;
4. the accepted Project Scope and included work;
5. the materials, finishes, hardware and benchtop specifications used;
6. the final Project price including GST; and



7. the public Project Record reference assigned by ARK.

17.5 Where Confidential Project is selected, ARK will not intentionally publish the information listed in clause 17.4 through public or promotional channels unless the Client later gives separate written authorisation or disclosure is otherwise required or permitted by law.

17.6 Neither publication choice permits ARK to publish the Client's name, exact address, telephone number, email address, signatures, private Contract Documents, private quotation documents, myARK information, private access credentials, faces, children, vehicle registrations, security systems, access instructions or unrelated private content unless separately authorised in writing or otherwise permitted by law.

17.7 ARK may crop, blur, redact or exclude information where reasonably necessary to protect privacy, remove unrelated private content or prepare completed-project material for authorised publication.

17.8 A public Project Record reference does not provide access to the private Project Record, myARK, warranty documents, support records or restricted Project information.

17.9 The Client may request correction of inaccurate public information, withdraw authority for future publication, or request removal from ARK-controlled digital channels. ARK will act on a reasonable request within a reasonable period, subject to lawful record-retention requirements, material already printed or distributed, and independent third-party copies, search indexes, caches, archives or republications outside ARK's control.

17.10 This section does not reduce any right under the Privacy Act 2020 or another law that cannot lawfully be excluded. ARK's Privacy Policy explains the handling of personal information and public Project information.

18. Notices and electronic acceptance

18.1 Notices may be delivered personally, by post, email or through myARK where the recipient receives clear notification.

18.2 A party must notify the other party of changed contact details.

18.3 Electronic approval is binding where the approving person had authority and the relevant document or decision is clearly identified.

18.4 ARK may preserve timestamps, document versions and acceptance records.

18.5 Informal messages do not approve a Variation unless the change, price and time effect are clearly accepted.

19. Disputes

19.1 A party raising a dispute must identify:

the issue;
 relevant document or work;
 remedy sought;
 supporting information.

19.2 The parties will first attempt direct discussion and documented review.

19.3 Where appropriate, the parties may agree to further inspection, independent expert assessment or mediation.

19.4 Either party may use any available:

Construction Contracts Act adjudication;
 Disputes Tribunal process;
 court process;
 other statutory remedy.

19.5 Nothing prevents urgent legal action or the exercise of a non-excludable right.

20. General

20.1 New Zealand law governs this Contract.

20.2 A delay in enforcing a right does not waive that right.



20.3 If a term is invalid or unenforceable, it is modified or severed only to the extent necessary. The remaining Contract continues.

20.4 This Contract may be accepted electronically and signed in counterparts.

20.5 Warranty Transfer after Handover is governed by the applicable Warranty Transfer rules.

