

## LWD Electrics (ABN: 98 798 247 009)

### Trading Terms and Conditions

#### **DEFINITIONS**

Contractor shall mean LWD Electrics.

Customer shall mean any party engaging or proposing to engage the services of LWD Electrics, either verbally or in writing, and has the same meaning as buyer, client, consumer or purchaser.

Goods shall mean tangible goods, tangible items, tangible parts, tangible products or tangible benefits.

Services shall mean design, work, intangible goods, intangible products or intangible benefits. Work site means a single location or multiple locations relating to the performance of work (services) by LWD Electrics for the Customer or for the delivery of products, materials or goods by LWD Electrics for the Customer, other than the premises of LWD Electrics.

#### **GENERAL**

These are the standard Terms and Conditions which will apply to every contract when the Customer engages LWD Electrics (the Contractor) to perform services. When providing services, LWD Electrics may also need to supply product/s.

All orders placed with LWD Electrics shall only be accepted subject to these Terms and Conditions. The Customer has exclusively accepted and is immediately bound by these Terms and Conditions if the Customer places an order for the product/s or services, signs or acknowledges in written or via email any quote, pays the deposit, continues to provide instructions and/or accepts the product/s or works.

The Contractor reserves the right to amend these Terms and Conditions from time to time at their discretion. Any changes made in such revision take immediate effect once the Customer is notified of such a change.

#### **ENGAGEMENT**

1. The Contractor represents and warrants that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the services and will perform the service in a proper and competent manner.
2. The Contractor holds all necessary licences, insurances and permits required in order to allow the Contractor to perform the services. Where there are any applicable industry standards and codes, they will always be complied with by the Contractor. The Contractor will be responsible for the obtaining of necessary Electrical Work approval permits from requisite Government authorities. The Contractor and all the Contractor's employees and permitted subcontractors are properly qualified, experienced, licensed (where applicable) and competent to perform and will perform the service to the required standards and codes.

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**ABN:** 98798247009 | **Contractors Licence:** 85024

3. The Customer is responsible for acquiring necessary consents from Government and/or other authority – including any customer internal authority, with regard but not limited to matters such as environmental approvals, land use, rights of way etc.
4. Where any manuals or drawings are required for the Customer to enjoy or use the services or as a legal requirement, the Contractor will provide these to the Customer as hard copy and or electronic form as the Customer may reasonably require and for no additional fee. Where the customer requires additional copies or replacement copies the Contractor may charge additional fees for the provision of such additional or replacement manuals or drawings.
5. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the service on or by the date agreed, the Contractor will immediately notify the Customer and give an estimate of the time for completion of the service. The Contractor will make all reasonable efforts to minimise any inconvenience to the Customer.
6. The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the service. Unless otherwise agreed in writing all materials including products supplied will be new and of high-quality fit for their purpose. All Contractor equipment will be safe for use, be properly maintained and capable of being used to carry out the service.
7. If the Customer requires a variation to the service, the Contractor will provide a quotation for performing the service as varied for which an additional sum will be added to the price if accepted by the Customer. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the variation. Customer acceptance of the variation will be by means of either issuing a purchase order referencing the variation quotation or by signing and stating the Customer's agreement to the quotation and returning it to the Contractor or by replying to an email in writing quoting the variation and acceptance. The Contractor will not undertake any requested variation until and after written agreement as detailed above is provided. In the situation where a written agreement is not achievable at the time the variation needs to take place and there is a verbal agreement between the Customer and the Contractor the variation can be completed, and written agreement will be followed up and the Customer must provide a written reply accepting the variation retrospectively.
8. The Contractor may use subcontractors to provide some of the service. In such circumstances, the Contractor will ensure that:
  - a. The subcontractors engaged are suitably qualified, hold all necessary licences and are otherwise able to perform the service in a proper and workman-like manner;
  - b. The subcontractors engaged are to follow the terms and conditions set by the contractor. If the subcontractor is in breach of these terms by act or omission it is up to the contractor's discretion if termination of the subcontractor's services is pertinent.
  - c. The subcontractors engaged have current or necessary insurances.
9. The Contractor is solely responsible for all fees payable to subcontractors.

## ACCEPTANCE OF THESE TERMS

10. Any act by the Customer or those legally acting on behalf of the customer which requests the Contractor to begin performing any services or providing any materials will be deemed as acceptable of these Terms and Conditions.
11. Once these Terms and Conditions are accepted, they are irrevocable and cannot be amended without the written consent of the Contractor.
12. In the event there is more than one party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.
13. Should the Customer cancel the engagement of the Contractor after it has been accepted, the Customer agrees they may be held liable for any reasonable costs incurred by the Contractor in relation to the provision of the services and/or provision of products up to the point of cancellation including but not limited to restocking fees, no recoverable freight charges, cost of permits and approvals, design and drafting expenses and labour.

## QUOTES, INVOICES AND PAYMENT

14. A quote provided by the Contractor will remain valid for thirty days unless otherwise expressly stated. On expiry of that period, if the Customer wishes to proceed a quote revision will need to be provided prior to the Contractor undertaking the service.
15. If there is any error or omission in the quote, the Contractor reserves the right to change the contract sum on the quote. This clause applies even if the quote has been accepted by the customer. Prices quoted are subject to final costing assessment by the Contractor.
16. Upon acceptance of the quote by the Customer, the Contractor may require a deposit to be paid prior to any works being undertaken by the Contractor. This deposit is at the sole discretion of the Contractor.
17. At the Contractor's discretion a portion of or the full amount of the deposit may be non-refundable. The amount that is non-refundable is a true estimate of costs and expenses spent to date.
18. The Contractor will issue a tax invoice for the service setting out the service performed, including any variation, the date the service was performed and by whom. The tax invoice will also separately identify all expenses and any GST payable. This tax invoice will include the final price for the services performed and any goods provided, this price may vary from the quoted price if authorised variations have been agreed to during the execution of the services.
19. Payments must be made within 7 days from the date of the invoice unless otherwise agreed upon between the Contractor and the Customer.
20. All invoices are in accordance with the "Building and Construction Industry Payments Act 2004".
21. Payment of the Contractor's invoice must be made in any of the following manner: Electronic transfer to the Contractor's bank account or credit card.
  - a. A credit card surcharge will be payable by the Customer.
  - b. The Contractor will not share or sell any Customer data with any third party.

22. Where the Customer fails to pay any tax invoice on or before the due date, the Customer will be liable to pay an accrued interest in addition to the outstanding amount unless an agreement is reached between the Customer and the Contractor where the payment date can be extended.
23. In the event the Customer defaults in payment of an invoice, the Customer shall indemnify the Contractor from any costs incurred by the Contractor in recovering the outstanding amount, including but not limited to solicitor fees. The Contractor retains title to any equipment and services (even if the Customer goes into liquidation or becomes bankrupt) until the Contractor receives payment in full.
24. The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by the Contractor.
25. The Customer is not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with any equipment or service supplied in any way until title has passed to the Customer on full payment being received by the Contractor for any equipment, material and/or services provided.

## WARRANTIES

26. LWD Electrics warrants that all materials and workmanship comprising the works shall conform with the current edition of the AS/NZS 3000 Wiring Rules and the requirements of any authority regulating the supply and use of electricity or electrical installations in force on the date of the performance of the works.
27. LWD Electrics will rectify any defects in materials or workmanship of LWD Electrics appearing in any section of the works within 60 days of the date of practical completion of that section.
28. Any otherwise applicable warranty shall be voided by:
  - a. Modification to any work performed by LWD Electrics, or any modification to any products, materials or goods supplied by LWD Electrics, by any party other than the employees or authorised subcontractors of LWD Electrics.
  - b. Failure to sufficiently maintain any associated work performed by LWD Electrics, or failure to sufficiently maintain any associated products, materials or goods supplied by LWD Electrics.
  - c. Misuse or use in any manner other than the intended of any work performed by LWD Electrics, or misuse or use in any manner other than that intended of any products, materials or goods supplied by LWD Electrics.
  - d. Any defects or failures attributable to the activities of other trades, structural loads, vandalism or other acts and/or circumstances beyond the control of LWD Electrics.
  - e. LWD Electrics warrants goods supplied for the lesser of 60 days or the period of the manufacturer's warranty.
  - f. For goods warranty cover beyond 60 days it is the responsibility of the Customer to establish a warranty relationship with the applicable manufacturer(s) by ensuring that warranty registration requirements are complied with.

## PRIVACY POLICY

29. The Contractor understands that your privacy is important, and we are committed to ensuring that any personal information you provide us is treated with the highest standards. The Contractor promises to look after your personal information and will not sell any information about you to any other party. Personal information is information which directly or indirectly identifies a person.
30. The Contractor is bound by laws which impose specific obligations when it comes to handling information. The Contractor has adapted the following principles as minimum standards in relation to handling personal information.
31. The Contractor will:
  - a. Collect only information which the Contractor requires for its primary function.
  - b. Ensure the stakeholders are informed as to why the Contractor collects the information and how we administer the information gathered.
  - c. Use and disclose personal information only for our primary functions or a directly related purposes, or for another purpose with the person's consent.
  - d. Store personal information securely, protecting it from unauthorised access.