



Terms, Conditions & Warranty

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Terms & Conditions

Section 1

Quotations/Variations

DCI Industries reserves the right to charge the following prices in relation to quotations.

- 1) Pricing for quotes and estimates
 - 1.1. Unless you have been notified, all quotes will be issued free of charge.
 - 1.2. All residential works will be quoted (including estimates) free of charge unless specified in writing prior to the issuing of the quote or estimate.
 - 1.3. Commercial works or large scale projects may attract a fee for the design and quotation of such projects. This will be clarified on a case by case basis.
- 2) Acceptance of Quotations
 - 2.1. By accepting a quote you become bound to the full extent of the terms and conditions listed in this document.
 - 2.2. All quotations must be accepted in the following manner:
 - a) A signed copy of the contract must be completed and returned to the nominated electronic or physical postal address noted on the quote.
 - If not address is specified, send to PO Box 45, Mallacoota, Victoria 3892.
 - b) A return email to info@dcindustries.com.au with the following information.
 - The quote or job number
 - Your name and address
 - Your contact phone number
 - The words “approved” or “accepted”
 - The physical signed contract must be provided to the DCI Industries employee when they arrive to undertake the specified work.
 - c) Payment of the deposit or initial equipment invoice.
 - Payment of any commencement type invoice, that is, any invoice that is due to be paid prior to the commencement of works, will be regarded as acceptance of the quote, estimate or contract including this terms & conditions document and any specific conditions specified in the quote, in full.
 - 2.3. Any form which is received by DCI Industries with a signature which is not authorised by the name of the individual or business stated on the quotation, the bearer of the signature will become liable for full payment of any outstanding payments which are due and for which the stated individual or business on the quotation are not willing to pay for.
 - 2.4. The individual who signs the contract, including any form of digital signature, agrees to be personally liable for any costs associated with the job. This applies regardless of personal or professional title and guarantees that all payments will be paid on time as stated in any contract.
- 3) Payment methods will be detailed on each invoice. Standard method is bank transfer.

Section 2

Materials and Service Provided

- 1) All materials, goods, equipment and/or appliances which are supplied by DCI Industries will remain the property of DCI Industries until such time as they are installed into the designated location, work site, property, or similar.
- 2) Once materials, goods, equipment and/or appliances which have been supplied by DCI Industries have been installed into the designated location, work site, property, or similar; the items become the property of the builder/home owner/or similar agent or representative.
- 3) No liability will be taken by DCI Industries for the theft, damage or interference of any kind to any item which has been installed.
- 4) Payments for work are to be made to DCI Industries within the time specified in the contract or by the date specified on the invoice.
- 5) Invoices will be issued at the completion of the works or contract, or at scheduled parts there of as stated in the contract, or every 7 days for projects/contracts which exceed 7 calendar days in duration and for which no specific progress payment dates have been listed.
- 6) All time constraints imposed by the employer will allow for adequate time to complete the requested works without the risk of excessive work hours and the risk of fatigue (excessive work hours is deemed to be above 44 hours per week, per individual).
- 7) DCI Industries is not responsible of delays outside of our control.
 - a) These include but are not limited to:
 - b) Client or builders negligence in relation to appropriate permits relating to the job
 - c) Natural disasters
 - d) Vandalism or criminal activity which directly impacts the works outlined in the contract
 - e) Delays caused by the builder/owner/employer being unable to coordinate other trades
 - f) Any other delay to the progress of the job which directly impacts the ability of DCI Industries or its contractors to complete any work.
- 8) No legal or financial liability will be taken by DCI Industries for;
 - a) any additional cost incurred on any project which is a result of a delay for which DCI Industries has minimal/no control over or;
 - b) under any situation where an additional cost is incurred by the builder, owner or controller of the project which is caused by any reason other than a direct action by DCI Industries or any of its employees or sub-contractors.

Section 3

Payment of Invoices

- 1) Invoice Process;
 - a) Invoice issued with 7 day terms
 - b) Overdue invoice. Issued 7 days after the issue date of the original invoice. Issued with 7 day terms (all discounts removed)
 - c) Letter of demand and/or third party collection. Issued 14 days after the issue date of the original invoice. Issued with “due immediately” payment terms. Administration costs will be added to the existing total of the invoice and the account will be sent with the amended total to a third party for collection.
 - d) All third party fees and charges will be added to the invoice.
 - This includes but not limited to; debt collection fees, legal fees, court costs, and accounting fees.
- 2) In limited situations payment terms may be arranged as that differ for DCI Industries' 7 day standard terms. This process must be done prior to signing or agreeing to your contract with DCI Industries. If no express request is received in relation to invoice payment terms, DCI Industries' standard 7 day terms will be required on all invoices.
- 3) All payment methods are listed on the bottom of the issued invoice.
- 4) If you can not pay your invoice on time, you must contact DCI Industries office prior to the due date of the invoice to discuss your options.
 - a) The options below will be offered at DCI Industries' discretion;
 - 7 day extension
 - 14 day extension
 - Payment plan
 - No extension
 - b) Any of the above options may incur interest charges and/or overdue fees. Fees and interest will be charged or waved at the discretion of DCI Industries.
 - c) Overdue invoice administration costs will be actual costs incurred for time spent persuing the payment of the outstanding invoice. This includes, but not limited to, phone calls or other administration work, site visits or any other type of physical work, meetings or paid advise from third parties such as legal advice.
 - d) All costs will be in line with our published schedule of rates on DCI Industries' website at the date of the issue of any overdue or final notice invoices. If no specific hourly rate is listed for the type of work that is being charged for in relation to the pursuit of the overdue invoice, the standard electrical trade person's hourly rate will be charged.

Section 4

Dispute relating to invoices or services provided

1. In the event that the individual or company that has received an invoice from DCI Industries feels that the invoice has been issued incorrectly, contains incorrect information or that the invoice has been issued in error, then the process in section 5 clause 2 must be followed
2. This clause outlines the requirements for disputing an invoice. Failure to comply with these steps will void any dispute.
 - (a) Any dispute must be received by DCI Industries prior to the due date of the invoice.
 - (b) Details must be given as to the reason that the individual/company feels that the invoice is incorrect.
 - (c) Full contact details as listed below must be included so that future correspondence can be issued and received between one individual and DCI Industries until the dispute is settled. See section 5 clause 4.
 - (d) Failure to pay an invoice on time does not constitute as a dispute. All overdue invoices will be handled in accordance with section 4.
3. Any dispute or complaint must be issued in writing to DCI Industries in one of the following manners:
 - (a) For a company
by email to:
info@dciindustries.com.au
The file must be in PDF format (so that the document can not be altered)
 - (b) For an individual
by email to:
info@dciindustries.com.au
Issue an email with the details outlined in section 5 clause 2.
 - (c) by post to:
DCI Industries
Attn: Customer Service
P.O. Box 451
Mallacoota Victoria 3892
4. Any complaint which is lodged must state the following information.
 - (a) Address at which the work was undertaken
 - (b) Name and contact information of the individual and associated business which is making the claim.
 - (c) Clearly state in point form the issues which you wish to make and the reason you wish to dispute each point.
 - (d) The date at which the issue being disputed occurred or the due date which appears on the invoice.
 - (e) The date at which you filled the dispute. (This can be up to 2 days prior to when the letter is either posted or emailed to DCI Industries).
 - (f) Signature and date of the individual submitting the dispute.
5. All disputes or complaints must be received in writing/email no later than 14 days after the incident which is stated in the dispute or prior to the due date of the issued invoice, whichever is first.

Section 5

NIL

Section 6

Warranty

1. Labour
 - a. All labour work which is carried out by DCI Industries, either by direct employees or by sub- contractors who are engaged directly by DCI Industries, will be warranted for 60 months against fault or defect under normal operation.
 - b. This relates to such work as:
 - I. Termination of cables
 - II. Installation of fittings
 - III. Power points and light switches
 - IV. Fittings being attached and secured in position
 - V. Other works which are directly related to the physical labour component of any electrical construction work or electrical repair work.
 - c. Any alteration or change to any aspect of the electrical installation as it was at the time of completion of the work, will void any warranty unless the additional work has been undertaken solely by DCI Industries.
2. Materials
 - a. All other warranties are as issued by the manufacturer of the products used and DCI Industries does not accept any liability for any products which it installs. Product warranty issues must be referred to the manufacturer by the customer.