



# 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.

#### 1.1. Pricing for quotes and estimates

- 1.1.1. All estimates will be issued free of charge.
- 1.1.2. The cost of any fixed price quote will be given in writing and must be agreed to by the customer prior to the quote being issued.
- 1.1.3. If no cost has been specified for a fixed price quote prior to it being issued, then only the minimum cost of a fixed price quote can be issued to the customer. The minimum cost is \$150 +gst.

#### 1.2. Acceptance of Quotations

- 1.2.1. By accepting a quote you become bound to the full extent of the terms and conditions listed in this document.
- 1.2.2. All quotations must be accepted in the following manner:
  - 1.2.2.1. Digital acceptance through the “accept quote” hyperlink button in a quote issued through email or via a software platform that DCI Industries has engaged.
  - 1.2.2.2. A signed copy of the contract must be completed and returned to the nominated electronic or physical postal address noted on the quote.
    - 1.2.2.2.1. If not address is specified, send to PO Box 451, Mallacoota, Victoria 3892.
  - 1.2.2.3. A return email to [info@dcindustries.com.au](mailto:info@dcindustries.com.au) with the following information.
    - 1.2.2.3.1. The quote or job number
    - 1.2.2.3.2. Your name and address
    - 1.2.2.3.3. Your contact phone number
    - 1.2.2.3.4. The words “approved” or “accepted”
    - 1.2.2.3.5. The physical signed contract must be provided to the DCI Industries employee when they arrive to undertake the specified work.
- 1.2.3. Payment of the deposit or initial equipment invoice.

- 1.2.3.1. 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 and is considered an 'agreement to engage' with DCI Industries for the work specified and for the amount specified in the quote, estimate or contract.
  - 1.2.4. Any form or document which is received by DCI Industries with a name and/or signature which is not authorised by 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.
  - 1.2.5. 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.
- 1.3. Payment methods will be detailed on each invoice. Standard method is bank transfer.

## Section 2

### Materials and Service Provided

- 2.1. Retention of title:
  - 2.1.1. All materials, goods, equipment and/or appliances 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.
  - 2.1.2. All materials, goods, equipment and/or appliances supplied by DCI Industries will remain the property of DCI Industries until such time as they are paid for in full.
  - 2.1.3. DCI Industries reserves the right to remove any physical items that the customer has not paid for in full if the customer refuses to pay any overdue invoice that remains overdue and unpaid for more than 30 days.
- 2.2. Once materials, goods, equipment and/or appliances which have been supplied by DCI Industries are installed at the customer's site; the items become the responsibility of the customer for the protection against damage, fire and/or theft.
- 2.3. No liability will be taken by DCI Industries for the theft, damage or interference of any kind to any item which has been installed.
- 2.4. Invoices will be issued at the completion of the works or contract, or at scheduled parts thereof 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.
- 2.5. 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).
- 2.6. DCI Industries is not responsible for delays outside of our control.
  - 2.6.1. These include but are not limited to:
  - 2.6.2. Client or builders negligence in relation to appropriate permits relating to the job
  - 2.6.3. Natural disasters
  - 2.6.4. Vandalism or criminal activity which directly impacts the works outlined in the contract
  - 2.6.5. Delays caused by the builder/owner/employer being unable to coordinate other trades
  - 2.6.6. Any other delay to the progress of the job which directly impacts the ability of DCI Industries or its contractors to complete any work.
- 2.7. No legal or financial liability will be taken by DCI Industries for;
  - 2.7.1. any additional cost incurred on any project which is a result of a delay for which DCI Industries has

- minimal/no control over or;
- 2.7.2. 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

- 3.1. Invoice Process
- 3.1.1. Standard invoice issued
- 3.1.1.1. Payment terms are 7 days from the date of issue of the invoice.
- 3.1.2. Overdue invoice issued
- 3.1.2.1. Issued 8 days after the issue date of the original invoice.
- 3.1.2.2. Reminded notices may be issued on an ongoing basis until the invoice is paid.
- 3.1.2.3. Every 7 days after the invoice becomes overdue, the invoice total will be updated to reflect the following costs:
- 3.1.2.3.1. Interest charges on the debt
- 3.1.2.3.2. Administration costs which will be calculated in 1 hour blocks and charged at the current rate of an electrical tradesperson. *eg. 1.5 hours on Monday will be charged at 2 hours. 35 minutes on Tuesday will be charged at 1 hour. 20 minutes in the morning and 20 minutes in the afternoon on Wednesday will be charged at 1 hour.*
- 3.1.2.3.3. Any cost incurred in the 7 day period that is directly associated with the collection of the overdue debt. This may include but is not limited to, lawyer or legal fees, court lodgment fees, and consultation fees.
- 3.1.3. Debt collection
- 3.1.3.1. All costs associated with the collection of an overdue invoice will be added to the original invoice total.
- 3.1.3.1.1. This includes but not limited to; debt collection fees, legal fees, court costs, and accounting fees.
- 3.2. 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.
- 3.3. All payment methods are listed on the bottom of the issued invoice.
- 3.4. If you can not pay your invoice on time, you must contact the DCI Industries office prior to the due date of the invoice to discuss your options.
- 3.4.1. Office contact details are:
- 3.4.1.1. Phone: 03 4101 4299
- 3.4.1.2. Email: [info@dcindustries.com.au](mailto:info@dcindustries.com.au)
- 3.4.1.3. Post: PO Box 451 Mallacoota VIC 3892

3.4.2. The options below will be offered at DCI Industries' discretion.

3.4.2.1. 7 day extension

3.4.2.2. 14 day extension

3.4.2.3. Payment plan

3.4.2.4. No extension

3.4.2.5. Other: not specified.

3.4.3. Any of the above options may incur interest charges and/or overdue fees as applicable and reasonable by law.

3.5. The overdue invoice process is listed in detail in section 5 of this document.

## Section 4

### Dispute relating to invoices or services provided

- 4.1. In the event that the individual or company receives an invoice from DCI Industries and they feel that the invoice has been issued incorrectly, contains incorrect information or that the invoice has been issued in error, then the process in section 4.2 must be followed
- 4.2. This clause outlines the requirements for disputing an invoice. Failure to comply with these steps will void any dispute.
  - 4.2.1. Any dispute must be received by DCI Industries prior to the due date of the invoice.
  - 4.2.2. Details must be given as to the reason that the individual/company feels that the invoice is incorrect.
  - 4.2.3. 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.
  - 4.2.4. Failure to pay an invoice on time does not constitute as a dispute. All overdue invoices will be handled in accordance with section 5.
- 4.3. Any dispute or complaint must be issued in writing to DCI Industries in one of the following manners:
  - 4.3.1. by email to:  
info@dciindustries.com.au  
The file must be in PDF format (so that the document cannot be altered)
  - 4.3.2. by post to:  
DCI Industries  
P.O. Box 451  
Mallacoota Victoria 3892
- 4.4. Any complaint which is lodged must state the following information.
  - 4.4.1. Address at which the work was undertaken
  - 4.4.2. Name and contact information of the individual and associated business which is making the claim.
  - 4.4.3. Clearly state in point form the issues which you wish to make and the reason you wish to dispute each point.
  - 4.4.4. The date at which the issue being disputed occurred or the due date which appears on the invoice.
  - 4.4.5. 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).
  - 4.4.6. Signature and date of the individual submitting the dispute.



- 4.5. All disputes must be received in writing/email;
  - 4.5.1. No later than 14 days after the incident which is stated in the dispute; or
  - 4.5.2. Prior to the due date of the issued invoice.

## **Section 5**

### **Overdue Invoice Process**

- 5.1. Overdue invoices will follow the process outlined below. An overdue invoice may follow some or all of the steps in the listed process.
  - 5.1.1. First day that the invoice becomes overdue
    - 5.1.1.1. Issue of an overdue invoice.
  - 5.1.2. Each day that the invoice remains overdue, additional overdue invoice reminder notices may be sent.
  - 5.1.3. Every 7 days that an invoice remains overdue, interest will be charged on the outstanding invoice total, and the invoice total will be updated to reflect this cost every 7 days.
    - 5.1.3.1. Interest will be charged at the current Reserve Bank of Australia's cash rate plus 4%.
  - 5.1.4. Every 7 days that an invoice remains overdue, any costs associated with the recovery of the overdue invoice including DCI Industries administrative costs, legal costs and/or court costs will be added to the outstanding invoice total, and the invoice total will be updated to reflect this cost.
  - 5.1.5. An overdue invoice may have the issue lodged with small claims court to recover the debt.
  - 5.1.6. An overdue invoice may be filed under the Securities of Payment Act
  - 5.1.7. An overdue invoice may have a Statutory Demand made on the company to which the overdue invoice has been issued.
  - 5.1.8. An overdue invoice may be referred to a lawyer or debt recovery agency.
  - 5.1.9. All costs associated with the recovery of any overdue invoice will be added to the total overdue amount.

## Section 6

### Warranty

#### 6.1. Labour

- 1.1. 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.
- 1.2. This relates to such work as:
  - 1.2.1. Termination of cables
  - 1.2.2. Installation of fittings
  - 1.2.3. Power points and light switches
  - 1.2.4. Fittings being attached and secured in position
  - 1.2.5. Other works which are directly related to the physical labour component of any electrical construction work or electrical repair work.
- 1.3. 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.

#### 6.2. Materials

- 2.1. All equipment and material warranties are covered by the manufacturer.
- 2.2. DCI Industries will assist with equipment and material warranty issues to the extent required by law.
- 2.3. In some situations where a manufacturer is unwilling to pay DCI Industries a fair and reasonable amount to complete the required warranty work, DCI Industries will provide the customer with one of the following options:
  - 2.3.1. Pay the shortfall: The customer can agree to pay the difference to allow DCI Industries to complete the warranty work. This would be shown as a quote for the warranty work with a clear line item showing the value of the manufacturer's contribution towards the warranty work.
  - 2.3.2. Pursue the manufacturer: The customer ceases the warranty process through DCI Industries and pursues the manufacturer directly
  - 2.3.3. Discontinue the warranty claim: The customer can agree to discontinue the warranty process.