

ROOF & PLUMBING SPECIALISTS PTY LTD - TERMS AND CONDITIONS OF SALES / QUOTATIONS

These are the terms and conditions upon which all Sellers (as named in section 1.1(k) below) sell and quote for the sale of goods and services.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these terms and conditions, unless the context otherwise requires:

- (a) "Buyer" means the person named in the relevant Contract, Sales Invoice or Quotation.
- (b) "GST" means the goods and services tax as imposed by the Law together with any related interest, penalties, fines or other charge.
- (c) "GST Amount" means any Payment (or the relevant part of that Payment) multiplied by the appropriate rate of GST.
- (d) "GST Law" has the meaning given to that term that in a New Tax System (Goods and Services TAX) Act 1999, or, if that Act does not exist for any reason, means any Act imposing or relating to the Imposition or administration of a goods and services tax in Australia and any regulation made under that Act.
- (e) "Payment" means any amount payable under or in connection with a Contract, Quotation or Sales Invoice including any amount payable by way of indemnity, reimbursement or otherwise (other than a GST Amount) and includes the provision of any non-monetary consideration.
- (f) "Person" includes an individual, the estate of an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.
- (g) "Purchase Price" means the price for the goods and services set out in the relevant Contract, Quotation or Sales Invoice.
- (h) "Contract" means the form of contract submitted by the Seller to the Buyer in which these terms and conditions are deemed to be incorporated.
- (i) "Quotation" means the form of quotation submitted by a Seller to the Buyer in which these terms and conditions are deemed to be incorporated.
- (j) "Sales Invoice" means the sales invoice issued by a Seller to the Buyer in which these terms and conditions are to be deemed to be incorporated.
- (k) "Seller" in relation to any Contract, Quotation or Sales Invoice means Roof & Plumbing Specialists Pty Ltd, ABN 28 635 886 449
- (l) "Tax Invoice" has the meaning given to that term by the GST Law.
- (m) "Taxable Supply" has the meaning given to that term by the GST Law.

1.2 Interpretation

Any special conditions specified on a Contract, Quotation or Sales Invoice shall, to the extent they are inconsistent with these terms and conditions, take precedence over these terms and conditions.

Words importing the singular shall include the plural (and vice versa).

2. GOVERNING TERMS AND CONDITIONS

2.1 These are the only terms and conditions which are binding upon the Seller with the exception of those otherwise agreed in writing by the Seller or which are imposed by a statute and which cannot be excluded.

3. TERMS OF PAYMENT

3.1 Payment for works, goods and services provided are strictly 7 days from the date of invoice.

3.2 If the Buyer does not pay the Seller in accordance with the Seller's terms and conditions then, without prejudice to any other rights or remedies the Seller may charge interest which will be payable from the date the invoice is due until payment at a rate per annum equal to the Unsecured Personal Overdraft Rate as most recently published by the Australian Financial Review, plus 2% per annum.

3.3 If the Buyer does not pay the Seller in accordance with the Seller's terms and conditions then, without prejudice to any other rights or remedies the Seller may stop all works relating to the Buyer, until such monies are received by the Seller.

3.4 The Buyer agrees to make Progress Payments to The Seller upon receipt of invoice for various stages of the project as per section 3. Terms of Payment.

4. ACCEPTANCE OF ORDER

4.1 A signed contract, Work or Purchase Order (or any other name given by the Buyer for the request of work), acceptance in writing or verbally must be received by the Seller before the commencement of any works or provision of goods and services.

4.2 It is agreed that the commencement of any works or provision of goods will be seen as acceptance of the quoted works by the buyer.

4.3 A non-refundable 40% deposit will be payable upon acceptance of the contract or quotation, payable before any works are scheduled, unless otherwise agreed in writing between the Buyer and the Seller.

5. CONTRACTS AND QUOTATIONS

5.1 Unless previously withdrawn, a Quotation is valid for 30 days or such other periods as stated in it.

5.2 A Quotation is not to be constructed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise from it until the Seller, which provided the Quotation, has accepted the Buyer's order.

5.3 The Seller shall not be bound by any conditions attaching to the Buyer's order or acceptance of a Contract or Quotation and unless the Seller in writing expressly accepts such conditions, the Buyer acknowledges that such conditions are expressly negative.

5.4 The Seller shall not be bound to complete all works stated in the Contract or Quotation if such works cannot be completed for any rational reason or if the site is deemed to be unsatisfactory or unsafe work conditions.

5.5 Every Contract or Quotation is subject to and conditional upon obtaining any necessary permit and or license.

6. GOODS & SERVICES TAX

The parties agree that:

6.1 The Purchase Price is inclusive of GST.

6.2 All other costs have also been calculated inclusive of GST.

6.3 If the whole or any part of any Payment is the consideration for a Taxable Supply (other than for payment of the Purchase Price) for which the Seller is liable to GST, the Buyer must pay to the Seller an additional amount equal to the GST Amount, either concurrently with that Payment or earlier if required by the Seller.

7. DIMENSIONS, PERFORMANCE DATA AND OTHER DESCRIPTIVE DETAILS

7.1 Photographs, drawings, illustrations, weights, dimensions, descriptive literature, catalogues and any other particulars accompanying, associated with or given in a Contract or Quotation, approximate the works, goods or services offered but may be subject to alteration without notice.

7.2 The Contract or Quote is based on measurements taken from the documentation provided at time of quote. Should there be discrepancies in the contract documentation then these changes shall be subject to price variations.

7.3 Any performance data provided by the Seller or a manufacturer is an estimate only and should be construed accordingly.

7.4 Unless agreed to the contrary in writing, the Seller reserves the right to supply an alternative brand or substitute product when necessary.

8. EQUIPMENT, TOOLS, AND OTHER CHARGES

8.1 All works are carried out with usual required tools and equipment.

8.2 Specialised equipment including engineering works that are required will be charged as additional costs to the Buyer unless agreed to and specified in writing.

8.3 Additional Material, sundry items and variations to original supplied scope will be charged as additional costs to the Buyer.

8.4 Working outside normal hours if requested by the Buyer may be charged as additional costs to the Buyer.

8.5 Elevated Work Platforms and the like may be required for access and are charged as additional costs to the Buyer unless already stipulated.

9. QUALIFICATIONS AND ASSUMPTIONS

9.1 This contract or quote is based on free and clear access being provided to the Seller during the working hours required for the project.

9.2 No allowance has been made for costs associated with demolition, removal of existing materials or services, rubbish removal or spoil removal unless already stipulated.

9.3 No allowance has been made for the reconnection of any existing Antenna, Solar or other hardware connected to the original roof unless otherwise stipulated in writing. The Seller will do their best to reconnect such items that were required to be disconnected for the purpose of the job upon completion, however take no responsibility for such devices should these not be connected properly, or require additional materials from wear and tear.

10. STANDARD INCLUSIONS – OCCUPATIONAL HEALTH & SAFETY

10.1 The Seller may collect and manage information specific to customer sites, which are used by the Seller's personnel. They may include contact information, Work Instructions (WI's), Safety Checklists (SC's), Job Safety & Environmental Analysis (JSEA's), Safe Work Method Statements (SWMS's) and Material Safety Data Sheets (MSDS's).

11. EXTRA INCLUSIONS – PUBLIC SAFETY

11.1 The Seller at additional costs if required by law or requested by the Buyer may provide the following to the Buyer;

- (a) Traffic Management Plans
- (b) Council Permits
- (c) Vehicle traffic management
- (d) Pedestrian traffic management/Spotting, including submission to municipal authority for approval

12. CONTINGENCIES

12.1 Any charge, duty, impost, sales tax or other expenditure which is not applicable at the date of Contract, Quotation or Sales Invoice but which is subsequently levied upon the Seller in relation to a Contract, Quotation or Sales Invoice as a result of the introduction of any legislation, regulation or governmental policy, shall be billed to the Buyer. Every effort is made to provide accurate costs at the time of contract or quotation.

13. FORCE MAJEURE

13.1 If the performance of observance of any obligations of the Seller is prevented, restricted or affected by reason of a force majeure event including lockdown, strike, lock out, industrial dispute, raw material shortage, breakdown of plant, excessive weather interruptions, transport or any other cause beyond the reasonable control of the Seller, the Seller may, in its absolute discretion give notice of that cause to the Buyer. On delivery of that notice the Seller is excused from such performance or observance to the extent of the relevant prevention, restriction of affection.

14. RETENTION & LIQUIDATED DAMAGES

14.1 Retention and liquidated damages are not included unless specified explicitly and stated on the Seller's Contract or Quotation.

15. INDEMNITY & RELEASE

15.1 The Seller requires any indemnity given to the Buyer to be limited. In most cases the indemnity given will be limited to losses recoverable under any of the insurance policies required to be affected, noting that the Seller will not accept liability for any form of consequential loss.

16. WARRANTIES AND LIABILITY OF SELLER

16.1 The Seller makes no express warranties under this Agreement except that the goods supplied are covered by the manufacturer's warranty; the Seller will pass on to the Buyer the benefit of the manufacturer's warranty.

16.2 Upon discovery of any defect in the goods supplied by a Seller the Buyer shall immediately notify that Seller in writing. The Buyer shall not carry out any remedial work to allegedly defective goods without first obtaining the written consent of the Seller to do so.

16.3 The Seller excludes all conditions, warranties and terms, whether expressed or implied by law or otherwise in respect of the goods which may apart from this clause be binding upon the Seller, except any implied conditions and warranties the exclusion of which would contravene any statute this clause to be void.

16.4 To the extent permitted by statute, the liability, if any, of the Seller arising from the breach of any implied conditions of warranties in relation to the supply of goods, shall at the Seller's option be limited to:

- (a) The replacement of the goods or re-supply of the goods by the Seller; or
- (b) The repair of the goods.

16.5 The Seller excludes all liability to the Buyer in negligence for acts or omissions of the Seller, its employees, agents and contractors and all liability to the Buyer in contract for consequential or indirect loss or damages, arising out of or in connection with this Agreement.

16.5 The Buyer shall not engage another contractor, or amend any works that have been completed by the Seller unless agreed to in writing. If any amendments are made to the Seller's work then as such all warranties on works will be void.

16.6 QBCC Home Warranty Insurance is the responsibility of the Buyer for any works that require such insurance to be taken out, unless otherwise expressed in writing.

17. ALTERATION TO CONDITION

The Seller may at any time and from time to time alter these terms and conditions.

ROOF & PLUMBING SPECIALISTS PTY LTD APPRECIATES YOUR BUSINESS