

TERMS AND CONDITIONS OF SALE

Standard Terms and Conditions of Sale & Service for GR Electrical Pty Ltd.

1. Incorporation

These conditions govern every contract for the sale of Goods and/or the provision of Services by GR Electrical to the Customer. They constitute all the Terms and Conditions agreed between them to the exclusion of all other Terms and Conditions.

No modification to these Conditions, whether put forward in the Customer's purchase order or otherwise shall bind GR Electrical unless agreed to in writing by its authorized employee. All quotes or tenders issued by GR Electrical are subject to these Terms and Conditions.

2. Payment

The terms of payment to GR Electrical are as follows:

- a) for **electrical and instrumentation installation works** payment is strictly 30 days + EOM;
- b) for the provision of **goods only** is strictly 14 days, unless otherwise agreed to a maximum of net 30 (thirty) days from the date of invoice;

Failure to pay within agreed credit terms will automatically constitute a breach of Agreement by the Customer.

Without prejudice to any other remedy, GR Electrical reserves the right to charge a default charge on any overdue payments at an annual rate equal to the Commonwealth Bank's current overdraft rate at the time the payment fell due.

3. Quotations and Prices

Any quotation given by GR Electrical is a mere invitation to treat and does not constitute a contractual offer. All quotations hold for 30 (thirty) days after issue, however, GR Electrical may withdraw a quotation at any time.

Prices included in the quotation are based on the specification, drawings and/or requests by the Customer. Should the specification or Customer's request change, then GR Electrical reserve the right to vary the quotation price.

All quoted prices are exclusive of GST unless otherwise stated.

4. GR Electrical's Warranty and Claims

Service under warranty shall only be available between the hours of 6.00am to 6.00pm Monday to Friday, and excludes public holidays. Warranty does not include routine maintenance service including rectification of faults arising from power failure, misuse of equipment, lack of routine maintenance or operator error.

Warranty for the purpose of this clause is either:

- a) Installation warranty; a guarantee of workmanship on new installations for a period of 12 (twelve) months whereby GR Electrical will repair the product in the event of any defect,
- b) Service warranty; a guarantee of workmanship for service repair work for a period of 3 (three) months where the works will be performed again in the event of any defects associated with the initial service work.

All costs of freight and traveling expenses associated with making a claim under this warranty are to be paid by the Customer.

The benefits to you given by GR Electrical's warranty are in addition to other rights and remedies that you may have under law in relation to the products to which this warranty relates.

If the Customer wishes to make a claim under this warranty, it should:

- Contact our head office: (08) 9734 4000;
- Visit our head office: 14 Morrison Way, Collie 6225;

Clause 8 applies to this warranty.

Warranty on new goods are subject to the manufacturer's warranty. However, where permissible by law, the customer must pay for all work undertaken in carrying out a repair if the manufacturer's assessment determines the claim does not fall within the manufacturer's warranty terms.

The Customer must provide proof of purchase to make a claim under any warranty.

5. Retention of Title

All equipment supplied and installed by GR Electrical remains the property of the Company until all monies outstanding to the Company in connection with these Terms and Conditions have been paid.

In the event of a default by the Customer, then without prejudice to any other rights which GR Electrical may have at law or under this contract:

- a) GR Electrical or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.
- b) GR Electrical may recover and resell the Goods;

i. If the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, GR Electrical may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of GR Electrical and the Customer may be ascertained. GR Electrical must promptly return to the Customer any Goods the property of the Customer and GR Electrical is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.

ii. In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for GR Electrical. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the GR Electrical at the time of the receipt of such proceeds. The Customer will pay GR Electrical such funds held in trust upon the demand of GR Electrical.

6. Retention Money

Unless otherwise provided in writing, the purchaser shall not be entitled to retain any part of the purchase price by way of retention monies to guarantee satisfactory operation of the equipment supplied and installed.

7. Warranties

a) GR Electrical's liability in respect of a breach of a consumer guarantee for any Goods not of a kind ordinarily acquired for personal, domestic or household use is limited, to the extent permissible by law and at GR Electrical's option;

i. in relation to the Goods:

- A. the replacement of the products or the supply of equivalent products;
- B. the repair of the products;
- C. the payment of the cost of replacing the products or of acquiring equivalent products; or
- D. the payment of the cost of having the products repaired.

ii. in relation to the services:

- A. the supply of the services again; or
- B. the payment of the cost of having the services supplied again.

b) To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms and Conditions are excluded and GR Electrical is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:

- i. any increased costs or expenses;
- ii. any loss of profit, revenue, business, contracts or anticipated savings;
- iii. any loss or expense resulting from a claim by a third party; or
- iv. any special, indirect or consequential loss or damage of any nature whatsoever caused by GR Electrical's failure to complete or delay in completing the order to deliver the Goods.

c) Any claims to be made against GR Electrical for incomplete installation or service must be lodged with GR Electrical in writing within 7 (seven) days of the delivery or service date.

8. Indemnity

To the full extent permitted by law, the Customer will indemnify GR Electrical and keep GR Electrical indemnified from and against any liability and any loss or damage GR Electrical may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms and Conditions by the Customer or its representatives.

9. Exclusions

The price agreed herein does not include any expense covering damage arising from hidden or unknown contingencies found at the job site: example – faults or deteriorations of the structure, pre-existing conditions of the site, heritage or preservation orders, finding of hazardous substances and the like, unless specifically noted in the tender/quoted price.

10. General

a) These Terms and Conditions are to be construed in accordance with the laws from time to time in the State of Western Australia and the Commonwealth of Australia.

b) These Terms and Conditions contain all of the Terms and Conditions of the contract between the parties and may only be varied by agreement in writing between the parties.

c) Any conditions found to be void, unenforceable or illegal may, to that extent be severed from these Terms and Conditions.

d) No waiver of any of these Terms and Conditions or failure to exercise a right or remedy by GR Electrical will be considered to imply or constitute a further waiver by GR Electrical of the same or any other term, condition, right or remedy.