

TERMS AND CONDITIONS

TERMS OF SUPPLY

These are the Terms and Conditions of quote and works (“Terms and Conditions”) of all products and services provided by Yeppoon Electrical Group Pty Ltd, except as otherwise expressly agreed upon in writing between a duly authorised officer of Yeppoon Electrical Group Pty Ltd and the Customer. The following Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any document or agreement between the Customer and Yeppoon Electrical Group Pty Ltd.

1. Definitions

“Business Day” means any day except Saturday, Sunday or a day that is a public or bank holiday in Queensland.

“Contractor” means the Company known as Yeppoon Electrical Group Pty Ltd and all its employees that the Customer is contracting with whose business name appears on the quote, invoice, or work order provided to the Customer.

“Customer” means the person/s placing the order for works and/or products supplied by Yeppoon Electrical Group Pty Ltd to the Customer as specified in any invoice, document or work order. The customer warrants that they have the power to enter into this agreement and has obtained all necessary authorisations to allow them to do so.

“Normal Working Hours” means between 7am and 3:30pm on a business day.

“Quote” means the written quotation given by the Contractor to the Customer which must set out the scope of works and the price of the works.

“Variation” means to vary the works by:

- A) Carrying out additional work;
- B) Omitting any part of the works, or
- C) Changing the scope of the works.

“Works” means the work to be carried out including variations.

2. Binding Nature

(A) All orders placed with the Contractor 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 any quote, pays the deposit, continues to provide instructions and/or accepts the product/s or works.

(B) Yeppoon Electrical Group Pty Ltd may, at any time, alter these Terms and Conditions and such altered Terms and Conditions shall apply after notification by the Contractor to the Customer.

3. Customers Acknowledgements

(A) It is the sole responsibility of the Customer to check and confirm the works ordered with the Contractor prior to arranging the works and/or agreeing to a quote. The Contractor will not be held liable for the Customer withholding planned works. If a member of Yeppoon Electrical Group Pty Ltd is onsite and additional works are requested, the Contractor has the right to refuse the work and reschedule the works for a later date.

(B) It is the Customer's responsibility to ensure any scheduled time and date arrangements made for a site visit with the Contractor are upheld. If the works have been scheduled and the Customer has forgotten the date or is not onsite as per agreed, the Contractor has the right to leave site and return at a later date, which is determined by the Contractor's availability.

(C) It is the responsibility of the Customer to ensure that the works can be completed without interruption. The Contractor reserves the right to charge the Customer any extra costs incurred by the Contractor by virtue of interruption including but not limited to, no shows, additional return to site charges and travel costs.

(D) The Customer shall ensure that the Contractor has clear and free access to the work site at all times to enable them to carry out the works. The Contractor shall take all due and reasonable care when delivering and installing the products/carrying out the works.

(E) The Contractor shall not be liable for any delay or failure to perform the works between the parties if such failure or delay results directly or indirectly from any cause, matter or thing beyond the reasonable control of the Contractor, including but not limited to:

- Any act, default or omission on part of the Customer, its employees and or agents;
- Any events occurring on or before scheduled works including but not limited to: earthquake, lightning, storm, flood, civil or military authority, war, civil commotion, strikes, labor disputes or industrial conditions;
- Electrical power supply failure;
- Inclement weather;
- Unavailability of suitable material or parts;
- Failure of transportation affecting the Contractor, its supplier or any other person company or firm;
- Variations directed by the Customer;
- Emergency callouts to other jobs within the community in which these jobs take precedence;
- Changes in the law; or
- Directions or delay by industrial, public or statutory authorities.

(F) The Contractor has the right to cancel, reschedule or modify the works with limited notice to best suit business practices.

(G) Due to the nature of the work undertaken by the Contractor, the Contractor is unable to advise an exact time in which the works can be completed and how long the works will take to complete. When accepting works with the Contractor, the Customer acknowledges this risk.

(H) The Customer is responsible for advising the Contractor as soon as possible when other trades are expected to complete work. It is not the responsibility of the Contractor to follow up with the Customer of other trade dates. If the Customer fails to provide the Contractor with future dates, the Contractor will not be held responsible for meeting those deadlines.

(I) The Contractor is not responsible for faulty parts installed. Where appropriate, a warranty request will need to be submitted by the Customer. The Customer agrees that if the Contractor is engaged to return to site due to a faulty part, the Customer will need to pay for this service. If it is determined by the Contractor onsite that it is an installation issue, the Contractor will not charge the Customer.

4. Duties of the Contractor

(A) The Contractor must carry out and complete the works in the best trade practice and professional manner during a business day and under normal working hours.

(B) The Contractor will endeavour to notify the Customer, within reason, if the works cannot be completed as per the agreed time and date between the Customer and the Contractor.

5. Pricing

(A) If there is any error or omission in the quote or job, 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.

(B) Upon acceptance of the quote or job by the Customer, the Contractor may require a deposit to be paid prior to any works being commenced by the Contractor. This deposit is at the sole discretion of the Contractor.

(C) Notwithstanding any other clause, the sum on the quote will only be valid for 30 days from the date of the quote. The Contractor reserves the right to make any changes to the quote if the 30 days lapses.

(D) At the Contractor's sole 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.

(E) The Contractor reserves the right to make any changes to the quote including but not limited to the sum if either: (i) a variation is requested by the Customer, or (ii) a quote has not been fulfilled within 30 days of the date the quote was produced. Any variation from the quote, schedule works or specifications will allow the Contractor the right to stop the progress of any works until the Contractor and the Customer agree to changes. Payment for all variations must be made in full at the time which they are raised.

(F) The Contractor can at any time not fulfill/complete a written quote due to unforeseen circumstances. The Contractor will advise the customer at the earliest convenience.

(G) Most works undertaken by the Contractor will have a qualified tradesman and an apprentice onsite. The Customer acknowledges this and agrees that this will be charged in the labour charges set by the Contractor.

(H) Travel allowance: there is a travel allowance for jobs in which are outside of a 30km radius from place of business. The rate is \$1.00 per km thereafter.

6. Payment

(A) Payment will be conducted in a manner set out in the invoice.

(B) Payment is due on completion of either stage of works or completion of works.

(C) The Customer will make every effort to make prompt payment. If the due date of invoice will not be met by the Customer, the Customer will notify the Contractor.

If any of these terms and conditions are not clearly understood or accepted by the Customer, please notify the Contractor, otherwise it is expected these conditions are understood and accepted.

7. Live Work Clause

It is our strict policy to only undertake live work or work near live conductors where it is safe to do so, particular emphasis is placed on: Compliance with AS/NZS 4836:2001 "Safe working on Low Voltage Electrical Installations, relevant Commonwealth and State Statutory Acts and Work Place Regulations". Our live work procedure is designed to eliminate risk of injury to our employees, damage to your installations and unexpected power disconnections. The above may require us to disconnect or isolate parts of the installation to undertake such work for which additional charges may be applicable.