

## **MTG Electrotech Contracting Terms and Conditions**

### **1. Introduction**

By placing an order or accepting a quotation, the Client hereby accepts the following, which may be varied only in writing by *MTG Electrotech Contracting*. Please be advised that placing an order with *MTG Electrotech Contracting* will override any terms and conditions provided by the Client.

### **2. Definitions**

- 2.1.** *"Approved Representative"* Shall mean an individual or persons with written consent to act on behalf of *MTG Electrotech Contracting*.
- 2.2.** *"Client"* Shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by *MTG Electrotech Contracting* to the Client.
- 2.3.** *"Contractor"* Shall mean Marc Gaskett trading as *MTG Electrotech Contracting*, REC-31928, ABN 60401595027.
- 2.4.** *"Contract"* Shall mean the agreement reached between *MTG Electrotech Contracting* and the Client for authorised works to proceed by way of the Client having signed and accepted the Quotation in writing including all Terms and Conditions as set out in this document.
- 2.5.** *"Guarantor"* Means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 2.6.** *"Goods"* Shall mean Goods supplied by *MTG Electrotech Contracting* to the Client (and where the context so permits shall include any supply of Services) and are as described on the invoices, quotation, work authorisation or any other.
- 2.7.** *"Hazardous Substances"* Shall mean substances that can harm people's health. They may be solids, liquids, gases, fumes, dusts, mists or vapours.
- 2.8.** *"Materials"* Shall mean the same as *"Goods"*.
- 2.9.** *"Price"* Shall mean the price payable for the Goods and or Services as agreed between *MTG Electrotech Contracting* and the Client.
- 2.10.** *"Services"* Shall mean all Services supplied by *MTG Electrotech Contracting* to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

### **3. Quotations**

**3.1. Contractor's Quotation.** Prior to any Goods or Services being provided, *MTG Electrotech Contracting* shall prepare and deliver the Client a quotation specifying the Goods and Services required in order to fulfill the Client's instructions and a cost estimate for such Goods and Services.

**3.2. Acceptance by the Client.** Where *MTG Electrotech Contracting* has given the Client a quotation:

**3.2.1.** If the Client agrees to the quotation along with these terms and conditions, they shall accept the quotation in writing either by signing and returning a physical copy of the quotation, or by way of a clear confirmation/acceptance email or SMS and where possible will include a clear photo of any signed quotations, or by way of an electronic signature through any accounting or job management software *MTG Electrotech Contracting* chooses to use for the purpose of managing quotes/contracts.

**3.2.2.** Quotations are valid for thirty (30) days only unless an extension has been granted by *MTG Electrotech Contracting*; and

**3.2.3.** The Client guarantees that it has not relied on any representation by *MTG Electrotech Contracting* other than as supplied in writing in the quotation.

### **4. Contract**

**4.1. Trading Hours.** *MTG Electrotech Contracting's* normal trading hours unless otherwise agreed upon in consultation and agreement with the Client are between 7:00am to 3:30pm Monday to Friday. Work performed (at the Client's request) outside of the normal or agreed hours, on weekends or on a public holiday will be subject to, at *MTG Electrotech Contracting's* discretion, hourly penalty rates of 150% of the hourly rate charged for the first two (2) hours and 200% thereafter.

**4.2. Price Basis.** The price is quoted on the condition that supplier items and major material items can be ordered, and stored either on site or off site with payment made for the materials held in storage, if any materials are required to be at first obtained then stored off site and transported to the job it will incur a 30% surcharge to the value of the materials. See Clause 6.5 for more information surrounding *MTG Electrotech Contracting's* warranty conditions.

**4.3. Charge Out Rates.**

**4.3.1.** *MTG Electrotech Contracting* maintains the right to set prices and rates at its sole discretion and will endeavor to issue final prices where possible within the quotation process, however if an hourly rate is to be included within the quotation due to unforeseen difficulties preventing preparation of a

reasonable estimate it also shall be set at *MTG Electrotech Contracting's* sole discretion and subject to increases for any out of hours, weekend or public holiday work as requested by the client.

**4.3.2.** A minimum of two (2) hours will be charged any time *MTG Electrotech Contracting* is required to attend site, any work that takes place on site whereby Goods and Services are rendered then a half hour administration fee will also be included in the final invoice.

**4.3.3.** *MTG Electrotech Contracting* maintains the right to set hourly rates at its sole discretion and as it sees fit pertaining to the job whilst undertaking any Sub-Contracting work on behalf of another organisation.

**4.4** *Rise and Fall.* Unless specifically stated in our quotation, our quotations are based on the cost of labour and materials at the date of the quotation and is subject to price variation and will only remain valid for a period of 30 days from the date it was issued.

**4.5** *Confidentiality of Documents & Proprietary Information.* Drawings, specifications and other information supplied by *MTG Electrotech Contracting* as part of our tender shall be regarded as confidential, shall be used only for Technical Information, consisting of drawings, specifications, calculations and design, and shall remain the intellectual property of *MTG Electrotech Contracting* and must not be copied or disclosed to any third party or unknown entity unless authorised in writing to do so by *MTG Electrotech Contracting* or an approved representative acting on behalf of *MTG Electrotech Contracting*.

**4.6** *Title, Risk of Loss.* Title of goods, services and works undertaken by *MTG Electrotech Contracting* shall not pass to the Client until full payment for the goods, services and works undertaken has been made by the Client. The Client hereby authorises and acknowledges that entry will be given to the premises where the goods have been delivered or installed and appropriate arrangements made for *MTG Electrotech Contracting* to regain possession of goods for which full payment has not been received.

**4.7** *'Do and Charge'.* The rate for 'Do and Charge' work will be charged at an hourly rate as specified in Clause 4.3 should *MTG Electrotech Contracting* experience latent conditions or obstacles requiring the hire of special equipment to complete the work. Should the 'Do and Charge' work prove to be more substantial than first envisaged, then *MTG Electrotech Contracting* reserves the right to raise a quote for the work. Before any further work is performed by *MTG Electrotech Contracting* the Client must accept the quote in a manner as specified in clause 3.2.

**4.7.1** Should the Client not accept or provide a suitable alternative for these works *MTG Electrotech Contracting* reserves the right to terminate any existing contract on the

condition that any existing work is made safe according to any relevant regulations, standards or codes of practices.

**4.8 Hazardous Substances.** Unless specifically stated in any quotation, the quoted price is based on the assumption that the work for which the quotation is submitted will be executed in a hazardous substance free environment. It is a strict condition of any quotation that the Client accepts full responsibility for the resolution of any issues including any delays and additional costs which may result from the presence of hazardous substances in or around the site on which the works (or any part thereof) are to be performed.

**4.9 Work Site Access.** *MTG Electrotech Contracting* have based any quotations on the Client providing free-of-charge admittance and unrestricted access to all required work areas.

**4.10 Work At Heights.** Any work required to be carried out at a height located greater than 2 meters wherein there is no fall protection provided by the Client in the way of a hand rail or other suitable fall protection measures that have been put in place, will incur a further 15% surcharge to the final invoice.

**4.11 Unforeseen Circumstances/Prior Work.** *MTG Electrotech Contracting* shall not be liable for any issues or latent conditions on the Site that have arisen from any prior works undertaken by any third parties or persons not representative of *MTG Electrotech Contracting* following the commencement of any works undertaken including the installation of Goods.

**4.11.1** *MTG Electrotech Contracting* will carry out any work needed to fix any such problem if it is considered necessary for satisfactory installation of the Goods. Any additional work necessary due to these circumstances is a variation/extra and subject to the conditions set out in Clause 5.0.

**4.12 Live Electrical Work.** It is our strict policy to only undertake live electrical work on or near live electrical conductors where it is only absolutely safe to do so, with emphasis placed on compliance with AS/NZS 4836:2001 Safe working on Low Voltage Electrical Installations, and any obligatory Commonwealth and State Statutory Acts, Work Place Regulations and Codes of Practice.

**4.12.1** Any policy or safe work method statement outlining live electrical works is designed to eliminate (i) risk of injury to *MTG Electrotech Contracting* or its authorised representatives, (ii) damage to any installations, and (iii) unexpected power disconnections.

**4.12.2** It may be a necessary requirement for *MTG Electrotech Contracting* to disconnect or isolate parts of the installation to undertake such work for which additional charges may be applicable. *MTG Electrotech Contracting* endeavors to never undertake live electrical work.

- 4.13** *Quality of Work.* *MTG Electrotech Contracting* will strive to achieve the highest standard of work and will comply with all relevant Commonwealth and State Statutory Acts, Work Place Regulations, Codes of Practice and Australian Standards.
- 4.14** *Service/Delivery by Instalments.* *MTG Electrotech Contracting* reserve the right to deliver goods, service and/or carry out installation/s by instalments. Payments and billings for each instalment shall be due by the date set for the nominated invoicing period outlined by *MTG Electrotech Contracting* in accordance with the clause 5.0 "Payments".
- 4.15** *Site Conditions.* This quotation is valid only if the work site and any related equipment/plant is in the same condition as stated when this quotation was prepared. Any additional costs incurred due to work site changes or further damage to equipment by any third party will be deemed to be a variation to the contract.
- 4.16** *Delivery.* Delivery periods quoted are subject to change and as such should be treated as estimates only. *MTG Electrotech Contracting* will endeavor to meet delivery dates but do not accept and liability for failure to complete the contract within any specified delivery period unless specifically stated otherwise in our quotation.
- 4.17** *Precedence.* In the event of conflict between these conditions and those which may be included in, or implied by any document forming part of an enquiry, specification, quotation, order or contract, then these conditions prevail except in as far as they are expressly varied by us in writing or by law.
- 4.18** *Information and Drawings.* All descriptive specifications, illustrations, drawings, dimensions etc., developed/created by *MTG Electrotech Contracting* are approximate only and are intended to be by way of general description of the goods or service and do not necessarily form part of the contract unless specifically identified as such by us in writing.
- 4.19** *Insurance.* *MTG Electrotech Contracting* maintains adequate insurance that protects their property, in addition to the interests of Third Parties resulting from the negligence of *MTG Electrotech Contracting*.
- 4.20** *Breach of Contract.* *MTG Electrotech Contracting* shall not be liable or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of the specified Works if the delay or failure was due to any cause beyond *MTG Electrotech Contracting's* control. Including but not limited to any natural disaster, government act, fire explosion, accident, discovery of hazardous substances, civil commotion or industrial dispute.
- 4.21** *Electrical Safety.* Please note that if during the course of installation where works are being conducted within and around switchboards that if it is found to be unsafe by *MTG Electrotech Contracting* you will be immediately notified. The power if isolated will not be re-energised until such time as the existing condition has been rectified

and made safe in accordance with state regulations. All costs associated with the rectification works including materials and labour shall be charged to the Client's account. All works shall be notified to Energy Safe Victoria as required and relevant electrical inspections obtained.

**4.22 Break-up of Prices.** The Break-up of prices quoted are submitted for the purpose of a guide only. Should any of the quoted figures be deleted from the contract, we reserve the right to revise the amount tendered.

**4.23 Contract Conditions.** We advise that prior to acceptance of any Quotation, the conditions of this contract will be mutually agreed to between *MTG Electrotech Contracting* and the Client.

## **5. Payment**

**5.1 Terms of payment:** *MTG Electrotech Contracting* may from time to time offer extended terms of payment at its sole discretion, otherwise it reserves the right to require full payment of all invoices as per the following conditions;

**5.1.1 Projects under \$2000.00 + GST** will require payment on the day upon the completion of work, payment can be made through any of cash, card, bank transfer, Afterpay or Openpay. All extras/variations throughout the job will be charged at a rate of 125% and are to be paid in full upon the completion of work and delivery of the final invoice.

**5.1.2 Projects over \$2000.00 but under \$8,000.00 + GST** will be divided into two payments, 50% after rough in and remaining balance upon completion unless otherwise agreed to or instructed by *MTG Electrotech Contracting*. All extras/variations throughout the job will be charged at a rate of 125% and are to be paid in full at the next progress payment. Final payment must be made within 30 days from the date on the final invoice.

**5.1.3 Projects Over \$8,000 + GST** will be divided into the following payments: 10% deposit, 30% after completion of the rough in, 30% after cut out and 30% on completion of works. All extras/variations throughout the project will be charged at a rate of 150% and are to be paid in the full at the next progress payment unless otherwise stated or agreed to by *MTG Electrotech Contracting* in writing final payment must be made within 30 days from the date on the final invoice.

**5.1.4 Senior and Pensioner Discount** Any Client that identifies as a senior or pensioner card holder shall receive a further 10% discount on all services rendered upon the presentation of either a seniors or pensioner health care card prior to issuing the final invoice.

**5.2 Interest when accounts are overdue.** When an account becomes overdue the debtor will be notified and a grace period of 5 business days will apply to receive payment of the Client's account in full, after which *MTG Electrotech Contracting* has the right to charge 5% interest per week on all over due amounts until the account is paid in full. Partial payments shall be firstly credited against interest.

**5.3 Recovery costs payable by the customer.** *MTG Electrotech Contracting* reserve the right to charge all costs incurred or which may be incurred in recovering or in attempting to recover any goods or amounts owed by the Client, including any debt collectors commission and any legal costs and charges incurred in recovering or attempting to recover any amount owed by the Client. Any part payment shall firstly be credited against interest then debt recovery charges.

**5.4 Cancellation.** The Client shall reimburse *MTG Electrotech Contracting* for any costs, losses or expenses incurred by *MTG Electrotech Contracting* should the Client cancel an accepted Quotation. The time for payment of such cancellation shall be seven (7) days from the date of *MTG Electrotech Contracting's* tax invoice.

**5.5 Default & Consequences of Default.**

**5.5.1** Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 20% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.

**5.5.2** If the Client defaults in payment of any invoice when due, the Client shall indemnify *MTG Electrotech Contracting* from and against all costs and disbursements incurred by *MTG Electrotech Contracting* in pursuing the debt including legal costs for a solicitor and own client basis and *MTG Electrotech Contracting's* collection agency costs.

**5.5.3** Without prejudice to any other remedies *MTG Electrotech Contracting* may have, if at any time the Client is in breach of any obligation (including those relating to payment) *MTG Electrotech Contracting* may suspend or terminate the supply of Works to the Client under the Building and Construction Industry Security of Payments Act 2002. *MTG Electrotech Contracting* will not be liable to the Client for any loss or damage the Client suffers because *MTG Electrotech Contracting* exercised its rights under this clause.

**5.5.4** If any account remains overdue after thirty (30) days then 10.00% of the amount overdue (up to a maximum of \$300) shall be levied for administration fees which sum shall become immediately due and payable.

**5.5.5** Without prejudice to *MTG Electrotech Contracting's* other remedies at law, *MTG Electrotech Contracting* shall be entitled to cancel all or any part of any

order of the Client which remains unperformed and all amounts owing to *MTG Electrotech Contracting* shall, whether or not due for payment, become immediately payable in the event that:

- 5.5.5.1** Any money payable to *MTG Electrotech Contracting* becomes overdue, or in *MTG Electrotech Contracting's* opinion the Client will be unable to meet its payments as they fall due; or
- 5.5.5.2** The Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 5.5.5.3** A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

## **6. Refunds, Returns and Warranties.**

- 6.1 Refunds.** In any situation whereby it can be proven beyond reasonable doubt that *MTG Electrotech Contracting* has failed in its duties to meet the requirements as stipulated by clause 3.13 in the contract and *MTG Electrotech Contracting* has inspected any perceived problem and agreed to its presence the Client shall be provided a refund relevant to the identified problem should a suitable rework not be agreed upon.
- 6.2 Returns.** *MTG Electrotech Contracting* may (in its discretion) accept the return of Materials for credit, this will incur a handling fee of fifteen percent (15%) of the value of the returned Materials plus any freight.
- 6.3 Unsafe Work.** Any work left behind by *MTG Electrotech Contracting* that can be proven beyond reasonable doubt to be unsafe and a direct risk to the client and/or other personnel present on the site shall be rectified as soon as is possible, and only if safe to do so, and returned to a safe state at no extra cost to the client.
- 6.4 Defects.** The Client shall inspect the Works on delivery and shall within thirty (30) days of delivery (time being of the essence) notify *MTG Electrotech Contracting* of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford *MTG Electrotech Contracting* an opportunity to inspect the Works within a reasonable time following delivery if the Client believes the Works are defective in any way. Should the Client fail to comply with these provisions the Works shall be presumed to be free from any defect or damage. For defective Works, which *MTG Electrotech Contracting* has inspected and agreed to in writing that the Client is entitled to reject, *MTG Electrotech Contracting's* liability is limited to either (at the Company's discretion) replacing the Works or repairing the Works.



**6.5 Warranties.** To the extent required by statute subject to the conditions of warranty set out in Clause 6.5.1 the Company warrants that if any defect in any workmanship of *MTG Electrotech Contracting* becomes apparent and is reported to *MTG Electrotech Contracting* within twelve (12) months of the date of delivery (time being of the essence) then *MTG Electrotech Contracting* will either (at the Company's sole discretion) replace or remedy the workmanship.

**6.5.1** The conditions applicable to the warranty given by clause 6.5 are:

**6.5.1.1** The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

**6.5.1.1.1** Failure on the part of the Client to properly maintain any Works;  
or

**6.5.1.1.2** Failure on the part of the Client to follow any instructions or guidelines provided by the manufacturer or *MTG Electrotech Contracting*; or

**6.5.1.1.3** Any use of any Works otherwise than for any application specified on a Quotation or Work order form; or

**6.5.1.1.4** The continued use of any Works after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user, or;

**6.5.1.1.5** Fair wear and tear, any accident, natural disaster or act of God.

**6.6.1** The warranty shall cease and *MTG Electrotech Contracting* shall thereafter in no circumstance be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled by a third party without *MTG Electrotech Contracting's* written consent.

**6.6.2** In respect of all claims *MTG Electrotech Contracting* shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.

**6.6.3** For Equipment/Material not manufactured by *MTG Electrotech Contracting* the warranty shall be the current warranty provided by the manufacturer of the Equipment/Material. *MTG Electrotech Contracting* shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.

## **7. Retention Of Title**

**7.1 Title.** Notwithstanding the delivery of the Goods or their installation, title in any particular Goods shall remain with *MTG Electrotech Contracting* regardless of whether the Goods are on-sold by the Client until the Client has paid and discharged any and all monies owing pursuant to any invoice issued by *MTG*

*Electrotech Contracting* for the Goods, including all applicable GST and other taxes, levies and duties. Where the Goods have been on-sold by the Client, the Client will be taken to hold the proceeds of sale of such Goods upon trust for *MTG Electrotech Contracting* and to account to *MTG Electrotech Contracting* for these proceeds. Any payment made by or on behalf of the Client which is later avoided by the application of any Statutory Provisions shall be deemed not to discharge *MTG Electrotech Contracting's* title in the Goods nor the Client's indebtedness to *MTG Electrotech Contracting* and, in such an event, the parties are to be restored to the rights which each respectively would have had if the payment had not been made.

**7.2 Bailment.** The Client acknowledges that it is in possession of the Goods solely as Bailee until payment of all invoices for the Goods is made pursuant to clause 6.1 and until that time the Client must not encumber or otherwise charge the Goods and the Client shall be fully responsible for any loss or damage to the Goods whatsoever and howsoever caused following delivery of the Goods.

**7.3 Repossession.** The Client hereby irrevocably grants to *MTG Electrotech Contracting* the right, at its sole discretion, to remove or repossess any Goods from the Client and sell or dispose of them, and *MTG Electrotech Contracting* shall not be liable to the Client or any person claiming through the Client and *MTG Electrotech Contracting* shall be entitled to retain the proceeds of any Goods sold and apply same towards the Client's indebtedness to *MTG Electrotech Contracting*. If the Client commits an act of bankruptcy, enters into any form of administration or liquidation, makes any composition or arrangement with its creditors, ceases to carry on business or breaches any fundamental clause of this agreement, then *MTG Electrotech Contracting* may, without prejudice to any other remedies it may have, repossess any Goods delivered to the Client on any account which has not been paid in accordance with the Terms and Conditions herein and commence proceedings to recover the balance of any monies owing *MTG Electrotech Contracting* by the Client.

**7.4 Risk.** *MTG Electrotech Contracting* retains ownership and risk of all Goods up until the final invoice is paid in full, all risk for the Goods then passes to the customer.

## **8. Intellectual Property**

**8.1** Where *MTG Electrotech Contracting* has altered, designed, drawn or written plans or a schedule of Works for the Client, then the copyright in those plans, schedules,

designs and drawings shall remain vested in *MTG Electrotech Contracting*, and shall only be used by the Client at *MTG Electrotech Contracting's* discretion.

**8.2** The Client warrants that all designs or instructions to *MTG Electrotech Contracting* will not cause *MTG Electrotech Contracting* to infringe any patent, registered design or trademark in the execution of the Client's order.

## **9. Client's Responsibility**

**9.1** It is the intention of *MTG Electrotech Contracting* and agreed to by the Client that;

**9.1.1** Any building/construction sites will comply with all Victorian Occupational Health and Safety laws relating to building/construction sites and any other relevant safety standards and legislation; and

**9.1.2** *MTG Electrotech Contracting* is not responsible for the removal of rubbish from or the clean-up of the building/construction site/s. This is the responsibility of the Client or the Client's agent.

## **10. Surplus Materials**

**10.1** Unless otherwise stipulated elsewhere in the contract;

**10.1.1** Only suitable new Materials of a high quality will be used;

**10.1.2** Demolished Materials remain the Client's property; and

**10.1.3** Materials which *MTG Electrotech Contracting* brings to site which are surplus remain the property of *MTG Electrotech Contracting*.

## **11. Privacy Statement**

**11.1** All "personal information" (as defined in the Privacy Act 1988 (Cth)) supplied by the Customer (including any Credit Information) will be used by *MTG Electrotech Contracting* to administer the Trading Account ("primary purpose"). Personal information will not be disclosed to third parties unless this is consistent with the primary purpose or the disclosure is required or authorised by law. For the purpose of enforcing its rights under this Agreement, *MTG Electrotech Contracting* may at times be required to disclose personal information to third parties such as debt collection agencies and legal service providers. Please see *MTG Electrotech Contracting's* Privacy Policy for further clarification.

## **12. Competition and Consumer ACT 2010 Building Act 1993, and the Consumer Law and Fair-Trading Act 2012**

**12.1** Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth),

Building Act 1993 (Cth), and the Australian Consumer Law and Fair-Trading Act 2012 applicable in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

### **13.PPSA**

**13.1** Where *MTG Electrotech Contracting* has supplied Goods as part of the Services to the Client but where title in those Goods has not yet passed to the Client and the Goods have not yet become permanently affixed to property or structure, the Client acknowledges and agrees that:

**13.1.1** the Goods constitute Personal Property for the purposes of the PPSA;

**13.1.2** these Terms constitute a Security Agreement for the purposes of the PPSA;

**13.1.3** the Client will grant *MTG Electrotech Contracting* a purchase money security interest ("PMSI") under the PPSA in the Goods and their proceeds to secure all amounts owed to *MTG Electrotech Contracting* by the Client;

**13.1.4** *MTG Electrotech Contracting* may register the PMSI on the Personal Property Securities Register ("PPSR");

**13.1.5** it will undertake to do all things necessary and provide *MTG Electrotech Contracting* on request all information *MTG Electrotech Contracting* requires to register a financing statement or financing change statement on the PPSR;

**13.1.6** it undertakes not to change its name in any form or other details on the PPSR without first notifying *MTG Electrotech Contracting*; and

**13.1.7** it will, if required by *MTG Electrotech Contracting*, pay to the Contractor the cost of registering and maintaining registration of the Client's PMSI on the PPSR, within 14 days of the request.

**13.2** *MTG Electrotech Contracting* need not give any notice under the PPSA (including a verification statement or a financing change statement) unless the notice is required by the PPSA and cannot be excluded.

**13.3** No party may disclose information of the kind referred to in section 275(1) of the PPSA (except where the parties may do so and where required due to the operation of section 275(7) of the PPSA) and the Client must not authorise the disclosure of such information.

**13.4** The Client appoints *MTG Electrotech Contracting* as its attorney to sign in the Client's name all documents which *MTG Electrotech Contracting* considers necessary to enforce and to protect its rights under these Terms.

**13.5** The Client agrees that, to the maximum extent permitted by law, it waives any rights it may have pursuant to, and the parties contract out of, sections 95, 118, 123, 125, 128, 129, 130, 132(1), 132(4), 135, 142 and 143 of the PPSA.

**13.6** The Client acknowledges that unless otherwise defined in these Terms, the terms and expressions used in clauses 13.1.1 to 13.1.7 inclusive have the meanings given to them, or by virtue of, the PPSA.

#### **14. General**

**14.1** If any provision of these terms and conditions are proven to be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

**14.2** These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.

**14.3** *MTG Electrotech Contracting* shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by *MTG Electrotech Contracting* of these terms and conditions.

**14.4** In the event of any breach of this contract by *MTG Electrotech Contracting* the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of *MTG Electrotech Contracting* exceed the Price of the Works.

**14.5** The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by *MTG Electrotech Contracting*.

**14.6** *MTG Electrotech Contracting* may license or sub-contract all or any part of its rights and obligations without the Client's consent.

**14.7** *MTG Electrotech Contracting* reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which *MTG Electrotech Contracting* notifies the Client of any such change.

**14.8** Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, drought, storm or other event beyond the reasonable control of either party.