



HazElect Enterprises Pty Ltd
STANDARD SALES TERMS & CONDITIONS OF TRADE

These are the Standard Sales Terms and Conditions of Trade governing, and incorporated into, a Sales Quotation supplied by a member of HazElect Enterprises Pty Ltd trading as HazElect ACN 138 988 191 of which called, "Company". These Standard Sales Terms and Conditions will apply to any Sales Quotation unless a contractual arrangement already exists between the Company and the Contractor. No employee, agent or contractor of the Company may vary or add to these terms without the prior written authority of the Company's Managing Director.

1. PRICE

- (1) Subject to this clause, prices quoted by the Company are valid for thirty (30) days from the date of the quotation.
- (2) Prices are quoted on the assumption that work under the contract will be carried out during a normal Monday to Friday thirty eight (38) hour working week between the hours of 7:30 am to 4:00 pm with a thirty (30) minute lunch break. Work required by the customer or otherwise necessitated outside of these hours, shall increase the quoted price as per Schedule of Rates.
- (3) Any addition to or variation of the services or materials will result in an adjustment to the quoted price.
- (4) The Company reserves the right to pass on to the customer any increase in the cost of materials from suppliers.
- (5) No provision has been made for any special or additional site allowance and if circumstances require, the quoted price will be adjusted accordingly.

2. PAYMENT

- (1) Payment for services and materials may be made no later than seven (7) business days from the date of invoice or progress claim.
- (2) Credit card payments may attract a two and a half percent (2.5%) fee at the discretion of the Company.
- (3) The Company may charge interest at ten percent (10%) per annum on late payments of invoices or progress claims.

3. PROGRESS CLAIMS, SECURITY & RETENTION MONEYS

- (1) At its discretion, the Company may submit, and the customer shall pay, progress claims during the course of supply of services and materials at such times and at such intervals the Company thinks appropriate, including a progress claim of twenty percent (20%) of the total contract price prior to the commencement of work.
- (2) The Company may refrain from commencing or continuing work under the contract until any outstanding progress payment is received.
- (3) The Company may require at any time, security for the whole or any part of the contract price where the total value of the contract price exceeds \$20,000.00 or the materials component exceeds thirty percent (30%) of the contract price.
- (4) The customer shall not be entitled to retain any part of the contract price by way of security.

4. VARIATIONS

- (1) Any variation to the services or materials, whether required by the customer or by the circumstances, shall not vitiate the contract but the Company shall proceed to supply the services and materials as varied and thereafter claim the contract price as varied.
- (2) The Company shall be granted an extension of time by the customer to allow for fulfilment of such variation.
- (3) If the customer seeks an acceleration of the completion of the contract, which could not have reasonably been anticipated by the Company, the Company shall be entitled to recover any additional cost(s) incurred by the Company to enable completion of works under the contract by the accelerated date.

5. WORKCOVER

The Company maintains Worker's Compensation Insurance in respect of Company personnel as required by the applicable legislation and/or general law excluding matters that would otherwise be covered by Public Liability Insurance.

6. INSURANCE

The customer shall maintain adequate public liability insurance and other such insurances as are necessary and appropriate to cover liability for persons under the care, supervision or control of the customer for the duration of the contract including repairs and alterations performed in connection with the contract.

7. TITLE

- (1) Title and property in materials supplied under the contract remain with the Company until the customer has paid in full for all materials and services supplied under the contract.
- (2) In the event the customer fails to pay for materials and services under the contract in full the Company reserves the right to enter any premises at which the materials are situated to recover materials whether affixed or otherwise left there by the Company. The customer authorises the Company to gain access to any premises in which those materials may be situated.
- (3) The right of the Company to recover materials shall not be affected by the fact that the materials have been attached to other goods, or commingled, or become a fixture(s) of the customer's premises or site or have otherwise been dealt with by the customer.
- (4) While the Company retains title to and property in the materials the customer shall not deal with the materials or any property to which they may be affixed or in which they may be situated.
- (5) The customer will consent to registration of the interest of the Company under the *Personal Properties Securities Act 2009* (Commonwealth) and will execute any instruments necessary to perfect such registration.

8. RISK & LIABILITY

- (1) The customer shall ensure that the Company personnel will not be exposed to risk to health or safety when carrying out work for the customer.
- (2) The customer shall be and remain liable at all times for all risks associated with work performed by the Company personnel on the site of the works and for all risks associated with any materials supplied or affixed, either in part or in full, at the site of the works.
- (3) Risk of loss, damage or destruction to the services or materials, or any part thereof shall pass to the customer on supply.

9. INDEMNITIES

- (1) The customer shall indemnify and hold the Company harmless from and against:
 - (a) Any liability howsoever arising for loss or damage whether under statute or at common law in respect of personal injury to or death of any person either directly or indirectly by any act or omission on the part of Company personnel while under the supervision or control of the customer save where such injury or death is caused solely by the negligence of the Company personnel;
 - (b) Any liability howsoever arising for loss or damage to any real or personal property as a consequence direct or indirect of any act or omission on the part of Company personnel while under the supervision or control of the customer save where such loss or damage is caused solely by the negligence of the Company personnel; and
 - (c) Without limiting the effect of clause 9(1)(a) and (b) above, any product liability concerning goods manufactured by the customer.
- (2) The customer shall indemnify the Company in the event that Company personnel sustain injury or deterioration of health as a consequence of a breach by the customer of clause 8(1).

10. GUARANTEES & WARRANTIES

- (1) The defects liability period for services and materials commences on the date of supply and ends one calendar year from that date.
- (2) A customer representative shall inspect the equipment upon delivery and shall within 14 (fourteen) days notify the Company representative of any alleged defect, shortage in quantity, damage or failure to comply with the description of this quote.
- (3) The customer shall afford the Company site representative an opportunity to inspect the goods within a reasonable time following delivery if the client believes the goods are defective in any way.
- (4) Goods shall be presumed to be free of any defect should the customer fail to comply with 10(2) and 10(3).
- (5) Subject to clause 10(6), as soon as practicable after supply, the Company shall rectify any defect or omission in the services or materials manifest at the time of supply.
- (6) Materials not manufactured by the Company are covered by the express guarantee of the manufacturer only and while the Company may assist the customer in pursuit of any claim against the manufacturer it shall not be liable to the customer for defects or failures therein.
- (7) The guarantee given on any materials provided or associated with the contract shall become void if:
 - (a) Modification to any services performed by the Company, damage however caused, or modification of any materials supplied by the Company are performed by any party other than the Company personnel or authorised agents of the Company;
 - (b) The customer fails to sufficiently maintain any associated work performed by the Company, or fails to sufficiently maintain any materials supplied by the Company, including but not limited to corrosion of materials; or
 - (c) There occurs misuse or use in a manner other than that intended or specified by the Company of any work, or misuse or use other than that intended or specified by the Company of materials supplied by the Company.
- (8) In accordance with Schedule 2 Section 64A of the *Competition and Consumer Act 2010* (Commonwealth) the liability of the Company for failing to comply with a guarantee and for supply of defective goods or services is limited to one or more of the following:
 - (a) Replacement of materials or the supply of equivalent materials;
 - (b) Repair of materials;
 - (c) Payment of the cost of replacing the materials or acquiring equivalent materials;
 - (d) Payment of the cost of having the materials repaired;
 - (e) Supplying the services again; or
 - (f) Payment of the cost of having the services supplied again.

11. INTELLECTUAL PROPERTY

The Company retains all rights to, and ownership in any intellectual property associated with or arising from the supply of services including design work unless otherwise agreed.

2. CONFIDENTIALITY

Computer programs, plans, layouts, circuit drawings, sketches, specifications, and other documents or information that would reasonably be considered confidential, supplied by either the customer or the Company, must be kept confidential and not be disclosed to a third party by either the customer or the Company without the prior written consent of the other party, except:

- (1) to a third party as required by law; or
- (2) to professional advisers and other experts for the purposes of determining, resolving or settling any dispute between the customer and the Company in connection with the contract.

13. CUSTOMER'S DEFAULT

- (1) In addition to the right to claim interest on moneys in default, the Company may suspend the supply of services and materials under the contract if the customer fails to pay an invoice or progress payment within the stipulated time.
- (2) Prior to the Company suspending supply under the contract for unpaid invoice or progress payment, it shall give the customer two (2) business days' notice of the anticipated suspension.

14. ENTIRE CONTRACT

- (1) The contract constituted by the acceptance of this quotation shall be read and construed in accordance with these terms and conditions and no other terms or conditions shall be introduced unless mandated by statute.
- (2) Any term or condition of this contract that offends any statute shall be excised from the contract without affecting the remainder.
- (3) Any amendment or variation to this contract shall be in writing signed by the parties.

15. COMPENSATION

The personnel supplied by the Company are a valuable resource of the Company and to protect the value of this resource the customer agrees:

- (1) It shall not engage the services of the Company personnel as an employee, subcontractor or otherwise within six (6) months of the completion of the contract; and
- (2) In the event that the customer breaches the above provision by engaging the services of Company personnel, the customer shall pay to the Company, by way of agreed and fair compensation the sum equivalent to fifty percent (50%) of the annual wage, salary or fee paid or payable to the subject personnel by the customer (such sum to include superannuation, vehicle allowance and any other entitlements of the subject personnel) or alternatively the equivalent of six (6) months' hire fee at the standard hire rate set out in the schedule for the personnel (if any), whichever is greater.

16. GENERAL

- (1) The customer shall make available to the Company personnel use of adequate site amenities at no cost to the Company.
- (2) The customer shall inform the Company personnel of:
 - (i) general and specific safety requirements as and when they arise, in relation to the site; and
 - (ii) any incident or potential hazard that may cause harm to Company personnel.
- (3) The Company personnel shall present in Company corporate uniform whilst attending and working at the site.
- (4) The Company personnel shall, unless otherwise agreed, provide all necessary tools of trade for the carrying out and completion of work under the contract.
- (5) The Company will not be liable for any incompatibility between the customer's computer systems and software supplied by the Company.
- (6) Wherever used in this contract; "contract price" shall mean the quoted price as varied; "materials" include consumables plant equipment and devices supplied in the course of the contract; the "Company" shall include corporations related to HazElect Enterprises Pty Ltd.
- (7) If any term or condition of this contract is found to be void it shall be excised without affecting the enforceability of the remaining terms or conditions.
- (8) Receipt of a valid Purchase Order from the customer is an automatic acceptance of these terms and conditions.