

STANDARD CONDITIONS OF SALE

Acceptance of Conditions

By placing an order, the customer hereby accepts the following conditions, which may be varied only in writing by MENZIES CREEK ELECTRICAL.

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.

Cancellation Fees

If work is not able to be proceeded with as arranged and if no alternative activities can be undertaken at site, a cancellation fee of 20% of the contract will be charged if the work is confirmed with an agreed start date set and is then cancelled or re-scheduled, based on man-hours and materials committed to the work at the time of cancellation where these are not able to be otherwise deployed.

Contract Conditions

We advise that prior to acceptance of an order for works, the conditions of contract will be mutually agreed with our company.

Delays

This quotation has been based on the understanding that the contract will be carried out as one continuous project, devoid of delay and with the provision of equipment and services by others as and when needed.

Delivery

Delivery periods quoted are subject to change and as such should be treated as estimates only. We will endeavour to meet delivery dates but do not accept any liability for failure to complete the contract within any specified delivery period unless specifically stated otherwise in our quotation.

Electrical Safety

Please note that if during the course of installation when works are conducted within and around switchboards that if the same is found defective or deemed to be unsafe by the licensed electrician you will immediately be 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 to current ESV regulations. All costs associated with the rectification works including materials and labour shall be to the customer's account. All works shall be notified to the ESV chief electrical inspector as required.

Hazardous Materials

Unless specifically stated in this quotation, the quoted price is based on the assumption that the work for which this quotation is submitted will be executed in a hazardous material free environment. It is a strict condition of this quotation that the customer accepts full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of these materials in or about the site on which the works (or any part thereof) are to be preformed.

Work Site Access

We have based our offer on free and unrestricted access to all required work areas.

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/NZA 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.

Insurance

MENZIES CREEK ELECTRICAL maintains adequate public liability insurance that protects their property, in addition to the interests of third parties resulting from the negligence of MENZIES CREEK ELECTRICAL.

The existing insurance program in force for MENZIES CREEK ELECTRICAL will not accept cross liability, waiver of subrogation, agreement for hold harmless, insurer approval, indemnities arising from any cause, rectification, frustration, consequential losses, nothing of Joint/Co-insured's or permit agreement for insurers to notify insured parties direct. It will be purely at MENZIES CREEK ELECTRICAL's discretion whether it assumes the responsibility based on commercial/business practice.

Non-solicitation

The customer/client agrees not to solicit or entice away (or attempt to do so) any employee, consultant or customer of MENZIES CREEK ELECTRICAL or engage any of MENZIES CREEK ELECTRICAL's employees in any other capacity without prior notice and permission of MENZIES CREEK ELECTRICAL.

Service/Delivery By Instalments

Where it is practical, we reserve the right to deliver the goods, service and/or carry out the installation by instalments. In such instances progress payments and billings for each instalment shall be due in accordance with the clause "Terms of Payments" below.

Site Inductions

Unless specifically stated in this quotation, no allowance had been made for any site inductions. These, where required, will be charged to the customer.

Site Conditions

This quotation is valid only if the site equipment/plant is in the same condition as stated when this quotation was prepared. Any additional costs incurred due to changes or further damaging of equipment by others will be deemed to be a variation to the contract.

Tax

In the event that at any time during the term of the contract any new or additional taxation is imposed which effects the cost of materials, services or labour associated with the works, or which may apply to the total invoiced costs, such increases shall be added to the contract sum.

Terms of Payment

MENZIES CREEK ELECTRICAL's standard Terms of Payment are as follows:

For General Works - Completed within 1 business day:

100% of quoted price plus or minus all variations upon completion of works and before certification is issued

For General Works – Completed within 5 consecutive business days:

20% on placement of order

80% of quoted price plus or minus all variations on completion of works and before certification is issued

For General Works – Completed in excess of 5 consecutive business days:

Progress claims based on the following milestones:

20% on placement of order

50% on completion of the rough-in stage plus 80% of all variations of works in progress

30% on completion of works and before certification is issued plus remaining 20% of all variations of works completed

Title Risk Of Loss

Title of goods, services and works undertaken by MENZIES CREEK ELECTRICAL should not pass until full payment for the goods, services and work undertaken has been made by the purchaser. The purchaser hereby authorises and acknowledges that un-restricted entry will be given to the premises where the goods have been delivered, the services have been performed or the work has been undertaken for us to regain possession of the goods, for which full payment has not been made in full.

Lifetime Workmanship Warranty

We warrant our workmanship for lifetime. Our warranty is limited to making good or replacement of those parts of our supply, if found to be incorrectly connected or fitted. Where parts or goods are defective which have been supplied to us by others, these are subject to that manufacturer or suppliers warranty.

MENZIES CREEK ELECTRICAL warrants all MENZIES CREEK ELECTRICAL workmanship for the lifetime of the installation, once completed and tested. This warranty only applies to the labor (product warranties are not inclusive). The warranty will be null and void if it is determined that a repair is required due to negligence, misuse, or abuse on the behalf of the Client and/or end Customer, acts of God, or performance of work at the site by a party other than MENZIES CREEK ELECTRICAL.