

ECOLECTRIC PTY LTD STANDARD TERMS AND CONDITIONS

1.0 DEFINITIONS

- 1.1 "Customer" shall mean
- 1.2 "Works" shall mean the works specified in Scope of Works as printed on
- 1.3 "Price" shall mean the total price as agreed on Quotation as printed on

2.0 CONTRACT

- 2.1 The quotation can be accepted within 30 days from the date of quotation provided that the Customer allows the Works to be commenced within 60 days of the quotation.
- 2.2 Ecoelectric pty ltd shall be entitled to sub-contract any part of its rights or duties under the contract to an associate company or approved contactor.
- 2.3 The Customer has the right to cancel this contract within 7 days of signing or up until 48 hours before Works commence, whichever is the sooner. If the contract is cancelled outside of this period Ecoelectric pty ltd shall be entitled to charge up to 5% of the Price in administration expenses.
- 2.4 If any part of this contract is held to be invalid by any competent authority the other provisions shall not be affected.
- 2.5 The contract shall be conducted and governed according to the laws of Queensland, Australia. Furthermore any legal proceedings shall take place in Brisbane.
- 2.6 If the Works are not completed before the completion date the Customer shall be entitled to a penalty payment of for every 24hrs after the completion date stated in the quotation that the Works remain uncompleted.
- 2.7 This contract will over ride any terms and conditions provided by the Customer.
- 2.8 We reserve the right to terminate this contract should the Customer become insolvent or should we decide that the Customer does not have the ability to meet the payment conditions. This includes the case of late progress payments.
- 2.9 All designs, drawings and documents prepared by Ecoelectric pty ltd shall remain the intellectual property of Ecoelectric pty ltd.
- 2.10 In the event of any breach of this contract by Ecoelectric pty ltd the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Works.
- 2.11 Ecoelectric pty ltd 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 Ecoelectric pty ltd control. Including but not limited to an act of god, government act, fire explosion, accident, discovery of hazardous material, civil commotion or industrial dispute.
- 2.12 We shall not be liable for any consequential losses or loss of profit. However, we do accept liability for death or personal injury caused by our own negligence.

3.0 CUSTOMER OBLIGATIONS

- 3.1 Before the Works commence the Customer shall at the Customer's expense obtain all consents including building regulation and planning consents; consents from the neighbours and mortgagees; consents from the local and other authorities which are necessary to enable Ecoelectric pty ltd to carry out the Works.
- 3.2 The Customer shall allow the Works to take place during normal working hours (Monday-Friday 8AM-5PM). Ecoelectric pty ltd may in its discretion agree to work outside of these hours provided that the parties can agree on an additional price to reflect the extra costs that will be incurred.
- 3.3 Unless otherwise agreed in writing, if asbestos or any other hazardous material is discovered by Ecoelectric pty ltd at the property while carrying out the Works, Ecoelectric pty ltd shall be entitled without liability to suspend the Works until the hazardous material is made safe or removed. The Customer shall at their own expense ensure that the hazardous material is removed safely.
- 3.4 Where the Customer is to supply Ecoelectric pty ltd with any design specifications (including, but not limited to CAD drawings) the Customer shall be responsible for providing accurate data. Ecoelectric pty ltd shall not be liable whatsoever for any errors in the Works that are caused by incorrect or inaccurate data being supplied by the Customer.
- 3.5 You must notify us of any computer system or other electronic or similar system that may be affected by our Works and take the necessary precautions to protect it. Ecoelectric pty ltd will take every reasonable means to identify such systems but will not be liable for damage to them should they not be identified and or isolated.
- 3.6 The Customer shall ensure that they meet their obligations as set out in the Workplace Health and Safety Act 1995.

4.0 ECOELECTRIC PTY LTD PROVISIONS

- 4.1 Unless otherwise stated the quotation does not include the rectification of defects in the existing electrical installation including the provision of electrical safety devices such as residual current devices.
- 4.2 Wherever possible Ecoelectric Pty Ltd will use existing routing for its wiring. Where this is not possible due to the nature of the property Ecoelectric Pty Ltd reserves the right to conceal the wiring within plastic trunking or conduits which will be surface mounted to existing decorations.
- 4.3 Ecoelectric Pty Ltd is not responsible for plastering, painting or making good other parts of the property which may be used as a cable pathway during the course of the installation. Ecoelectric Pty Ltd will make every effort to conceal such pathways using blanking plates and other materials.
- 4.4 Ecoelectric Pty Ltd is not liable to make any alterations to the earthing system. If the earthing system is not compliant the Customer agrees to arrange for these works to be carried out at their own expense prior to this contract being completed.
- 4.5 If Ecoelectric Pty Ltd has to move or remove fixtures, furniture and or fittings at the property including carpets, floor coverings and bath panels to enable it to carry out the Works and such fixtures, furniture and or fittings are difficult to move or remove without causing damage to the property, Ecoelectric Pty Ltd shall first notify the Customer of this fact. If the Customer then instructs Ecoelectric Pty Ltd to remove such fixtures, furniture and or fittings Ecoelectric Pty Ltd shall have no liability for any loss or damage caused by their removal.
- 4.6 If the Works overload the Customer's existing installation through loading that is uncharacteristic to the nature of the installation the Customer shall be liable for the cost of upgrade and repair.
- 4.7 Ecoelectric Pty Ltd will provide service and maintenance on the installation from the date of completion if required within _____ hours of a call been placed. Service calls will be charged out at the rate of _____ plus _____ per hour plus travel and parts.
- 4.8 In the case of underground works Ecoelectric Pty Ltd will make every reasonable effort to locate and avoid existing services. In the case of damaging unidentified existing services Ecoelectric Pty Ltd shall not be liable for any losses or repair costs which may be incurred.

5.0 PRICING AND PAYMENT

- 5.1 Ecoelectric Pty Ltd may quote the Customer an additional price where there has been a variation to the Works or to rectify any damage to the Works which has been caused by the Customer or by any third party not engaged by Ecoelectric Pty Ltd.
- 5.2 The Customer shall pay Ecoelectric Pty Ltd the Price as per the payment provisions set out in the quotation or within 30 days of receiving invoice.
- 5.3 Ecoelectric Pty Ltd reserves the right to charge interest on outstanding payments at the rate of 10% compounding daily starting 60 days from the date of invoice should payment terms not be met.
- 5.4 In the event of late payment the Customer shall be liable for any legal and administration costs which may be incurred in the process of recovering such payment.
- 5.5 Property and ownership of the Works shall not pass to the Customer until Ecoelectric Pty Ltd has received in cleared funds full payment of the Price. Until such payment is received the Works remain the property of Ecoelectric Pty Ltd.
- 5.6 The quotation, scope of works and Price are based on continuous and uninterrupted work and assume there will be free access to all necessary areas. Unreasonable working conditions may result in a variation of Price.
- 5.7 Ecoelectric Pty Ltd may ask for progress payments not less than one month after the commencement date for work performed up to the end of each month. The price of work performed in each month shall include the reasonable value of authorized variations and the value of materials delivered to the site but not yet installed. Progress payment shall be made within 30 days of each monthly payment claim.
- 5.8 Any variation to the Works or specification can result in a variation to the Price.

6.0 CUSTOMER GUARENTEE

- 6.1 Ecoelectric Pty Ltd guarantees the works against defect from faulty manufacture and workmanship for a period of 3 years. This includes labor, parts and travel.
- 6.2 The guarantee shall be void if the works have been overloaded, misused, damaged or tampered with by anyone other than Ecoelectric Pty Ltd.
- 6.3 If a valid claim is made by the Customer Ecoelectric Pty Ltd will at its sole discretion replace or repair the works.
- 6.4 Any claim made by the Customer must be within 7 days of the date of incident and must include sufficient information to investigate the claim.
- 6.5 Where the Works are to the Customer's specification or design no liability is accepted by Ecoelectric Pty Ltd for specification or design errors.

Signed

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