

AVL ELECTRICAL SERVICES STANDARD CONDITIONS OF SALE

1.0 ACCEPTANCE OF CONDITIONS. By placing an order or requesting works carried out by AVL ELECTRICAL SERVICES, the customer hereby accepts the following conditions, which may be varied only in writing by AVL ELECTRICAL SERVICES hereafter known as AES. Please be advised that accepting a quotation or requesting works with AES will override any terms and conditions provided by the Customer.

1.1 TAXATION. 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.

1.2 TERMS OF PAYMENT. Our standard Terms of Payment are as follows:

For quoted works of a value of \$2500.00AUS and greater: a 50% deposit must be paid prior to commencement of works, unless approved, in writing, by the proprietor of AES.

For quoted works of a value of \$2500.00 and less: The standard payment terms of 7 days from invoice print date applies. All installed components and materials remain the property of AES until settlement of the account held with AES.

1.3 TERMS OF PAYMENT: The Company, AVL Electrical Services, may from time to time offer extended terms of payment but reserves the right to require full payment within 7 days of the date of invoice relating to the delivery of goods or provision of services.

1.4 INTEREST WHEN ACCOUNTS ARE OVERDUE: We reserve the right to charge interest monthly at the rate of 3% per month on the balance owed from the date of invoice

1.5 RECOVERY COSTS PAYABLE BY THE CUSTOMER: We reserve the right to charge all costs incurred or which may be incurred in recovering or attempting to recover any goods or amount owed by the customer, including any debt collectors commission and any solicitors costs and charges incurred in recovering or attempting to recover any amount owed by the customer. Any part payment shall firstly be credited against interest then debt recovery charges.

1.6 RETURN OF GOODS: Credits will only be allowed if authorised by AES and at a value calculated by AES. Claims for credits must be made in writing within seven days of delivery and invoice number and date be quoted. Goods being returned are at the risk and cost of the customer at all times. Re stocking fees may apply.

1.7 PRICE BASIS: The price is quoted on the condition that supplier items and major material items can be ordered, and stored on site.

2.1 PRICING: Unless specifically stated in our quotation, our quoted price is only valid for 7 days from invoice date only.

2.2 SITE ALLOWANCE/INDUCTION COSTS: No allowances are made by AES in our quotations, unless stipulated by AES in writing, for the payment of any special, mandatory or site requirements. If site inductions are required, we require reimbursement of direct costs plus statutory, overhead and administration costs of twenty five (25) percent.

2.3 SITE AMENITIES AND ABLUTIONS: We have assumed that all site amenities and ablutions will be provided by others free of charge to our company.

2.4 CONFIDENT DOCUMENTS: All quotes, invoices, drawings and information supplied to the client by AES are deemed confidential until such time as the relevant quote has expired (30 Days) and/or the relevant amount of the corresponding invoice/s is completely settled.

2.5 CONSEQUENT LOSS LIABILITY LIMITATION: Unless specifically stated otherwise in our quotation, our liability for loss of production, loss of income, the opportunity to earn profits, the financial consequences of business interruption and indirect and consequential loss shall be limited to \$100,000.00AUS

2.6 HAZARDOUS MATERIAL FREE ENVIRONMENT: Unless specifically stated in the 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 his 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 performed. All due diligence will be taken to let the client know of any sited issues and required rectification to allow work on the quoted works to continue.

2.7 WORK SITE ACCESS: We have based our offer on free and unrestricted access to all required work areas.

2.8 LIVE WORK CLAUSE: It is our strict policy to not conduct live work or work near live conductors Unless the worker believes 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". This 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.

2.9 CANCELLATION FEES: If work is not able to be proceeded with as arranged and agreed upon, a cancellation fee of 20% of the accepted quote price will be charged if the work is confirmed with an agreed start date set and is then cancelled or rescheduled within 24 hours of the set start date, based on man hours and materials committed to the work at the time of cancellation where these are not able to be otherwise deployed.

2.10 DELAYS: In the event of weather causing unsafe conditions, AES reserves to right to cease work and reschedule the work once the conditions become satisfactory. No costs will be added to the customer in the event of unsafe weather conditions.

2.11 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.

2.12 DELIVERY PERIODS: 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.

2.13 WORKING HOURS: All written and verbally communicated prices are based on a standard 8 hour day, working hours 7.30am to 4.00pm Monday to Friday. All work required and performed outside normal standard working hours incur additional costs at penalty or overtime rates at AVL Electrical Services sole discretion.

2.14 AUSTRALIAN STANDARD AS2987 For any matters not specifically addressed in your enquiry or this quotation, our offer is based on AS2987 "General conditions of contract for the supply of equipment with or without installation"

2.15 INSPECTION AND OPERATION: Upon completion of work, where required, the purchaser will be notified and invited to witness operational and electrical performance test prior to being invoiced for the completed work.

2.16 WARRANTY: We warrant our workmanship for a period of 36 months from date of completion. Our warranty is limited to making good or replacement of those parts of our supply, if found to be incorrectly connected or fitted. Parts or goods valued at one hundred and fifty dollars (\$150) per item and above that are supplied to us by others, if found to be defective, are subject to that manufacturer or suppliers warranty. Parts or goods valued at one hundred and forty nine dollars and ninety nine cents (\$149.99) per item and under, if found to be defective; will be replaced at the earliest possible convenience. AVL will become the owner of the defective piece/s from that point onwards.

2.17 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, than these conditions prevail except in as far as they are expressly varied by us in writing or by law.

2.18 INFORMATION AND DRAWINGS: All descriptive specifications, illustrations, drawings, dimensions etc., furnished by us 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.

2.19 ELECTRICAL SAFETY: Please note that if during the course of installation when works are been conducted and any electrical component has been deemed to be unsafe by the Licensed WA A. Grade 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 state 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 electrical inspector as required.

2.20 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 quote, we reserve the right to revise the amount quoted.

2.21 QUOTED PRICE: The quoted price and work performed shall be agreed upon prior to work commencing. Once agreed upon, that price will stand for that work performed only and no variation of this price will be applied unless approved by the proprietor of AES.

3.0 DEFINITIONS

3.1 "AES"

Shall mean "AVL Electrical Services", its successors and assigns or any person acting on behalf of and with the authority of AES

3.2 "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 AES to the Client.

3.3 "Guarantor"

Means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.

3.4 "Goods"

Shall mean Goods supplied by AES to the Client (and where the context so permits shall include any supply of services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by AES to the client.

3.5 "Services"

Shall mean all Services supplied by AES to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

3.6 "Price"

Shall mean the price payable for the Goods or Services as agreed between AES and the Client in accordance with clause 1.2 and 1.3 of this contract.

4.0 PRIVACY STATEMENT: All "personal information" (as defined in the Privacy Act 1988) supplied by the customer will be used by AES for the purposes of administering invoices, quotes, collection of monies owed, lodgement of required forms to government bodies (energy safety) only. The personal details of the customer will never be given out without direct permission from the customer or the disclosure is required or authorised by law. For the purpose of enforcing its rights under this Agreement, AVL Electrical Services may at times be required to disclose personal information to third parties such as debt collection agencies and legal service providers.