

TERMS AND CONDITIONS**1. INTRODUCTION**

1.01 This Agreement is between **Business Electrical Solutions Pty Ltd ABN 28 618 243 218** (and referred to as "**Business Electrical Solutions**") "we" or "us"), and the Client described in the Quote information as "**Client**" or "you", and collectively the Parties.

1.02 You have requested the services set out in the attached Quote Document of the indicated Province (**Province**). You agree and accept that our services are provided to you on these Terms and Conditions (**Terms**).

2. SERVICES

2.01 We accept our Quote and Terms by:

- 2.01 (a) signing and returning the Quote;
- 2.01 (b) instructing us to proceed with the services;
- 2.01 (c) making part or full payment for the services, by the methods set out in our Quote or our Tax Invoice to you (**Invoice**);
- 2.01 (d) any fee incurred for cancellation of services; and
- 2.01 (e) any retention of deposit as outlined in these Terms and Conditions proportionate to our business costs and time.

3. WORKS

3.01 We agree to perform the services set out in the Quote with due care and skill.

3.02 We give warranties on our services and will take all reasonable steps to deal with any issue which may occur during the provision of our services, making reasonable efforts to have your Province the way we thought.

3.03 We may provide the services to you using our employees, contractors and third party providers and they are included in these Terms.

3.04 Suppliers of third party services who are not an employee or our direct contractor (**Third Party Services**) will be the responsibility of the Client. We are not responsible for the quality of services provided by suppliers of Third Party Services. The Client must make their own enquiries with them.

3.05 Our Province cover the scope in the Quote in the event that you request additional services, we have discretion whether to perform the work or not.

3.06 Circumstances may arise where additional services are required in order for us to satisfactorily perform the services in these instances, we will make reasonable steps to contact you and obtain instructions before any process.

3.07 If we agree to perform the additional services, then we will inform you of the additional costing. You need to confirm the variation and costing before we commence work. The additional services will incur additional costs which will be included in our Invoice.

4. SERVICE AREA

4.01 You agree that either you or an authorised representative will be present at the Province to provide or accept to the Province to enable us to perform our services. If we are unable to access the Province, we will contact you to re-arrange. Additional charges may apply.

4.02 This acknowledges and agrees that we are not responsible or liable for any damage to your Province or property if the damage was:

- 4.02 (a) intentional;
- 4.02 (b) beyond our control; or
- 4.02 (c) due to existing faults or damage.

5. LIABILITY

5.01 If at any time during the provision of the services it is in our Province, results in continuous, we will suspend all services until we are satisfied that the services can be provided safely.

5.02 The Client acknowledges and agrees that, in the event of an accident or other such occurrence, **Business Electrical Solutions** are discussed at the Province, it is the responsibility of the Client to ensure such removal of hazardous substances at its own cost. Under no circumstances will Business Electrical Solutions handle the removal of any hazardous substances.

5.03 In the event that we are unable to continue providing our services due to the Province being unsafe, the Client is required to pay the full cost fee as set out in the Quote.

6. RISK, LIABILITY AND INDEMNITY

6.01 You agree to pay all the fees for the services that you have

requested, as set out in the Quote (**Quote**). All amounts are payable in Australian Dollars.

The Price and Services set forth herein by written agreement between us, including its amend.

The agreement to these terms is made within the context of the Terms. The invoice and all payable amounts issued for more than 14 days are self-issued to provide services to you, until we receive payment of the invoice.

If we have performed any items, work, products or other necessary equipment (**Materials**) to provide services to you, then in these Materials all our goods to you until full payment of the Price and if applicable, any additional Province retained by you. If payment is not made or is insufficient any amount, we reserve the right to reclaim the Materials from your possession, custody or control even if the Materials have been delivered to or installed at your Province. We reserve the right to lease or sell such Materials.

We may charge interest at the rate of 1.5% per month on any amount unpaid after the expiry of 1 day after the payment date.

Provision are issued for 7 days after the payment date, we have the right to engage debt collection services for the collection of any amount outstanding, and the right to commence legal proceedings for any outstanding amounts owing to us.

If the Quote states that the fees and expenses are an estimate only, you acknowledge that the final fee may be more or less than the estimated amount. We will endeavour to advise you of any material variation from the estimate at a business opportunity.

The pricing structure or payment methods may be amended from time to time in our discretion.

7. CLIENT INFORMATION AND WARRANTIES

7.01 You warrant that you will not:

- 7.01 (a) commit, employ, induce or attempt to employ, induce, assist or contract with us, any employee or contractor that was employed by or contracted to us during the term that we provide services to you in the prior twelve (12) month period;

7.02 (b) make a request to any of our employees or contractors to perform any services for you independent of Business Electrical Solutions in order to circumvent the obligation to you only fees related to Business Electrical Solutions' provision of the services.

7.03 This acknowledges and agrees that if you request us to perform any underground services, prior to commencement of any such services, you must advise us of the precise location of all underground services on the Province and clearly mark the spots. The underground marks and services to be installed includes, but is not limited to, phone lines, water pipes, storm water pipes, electricity cables, gas pipes, sewerage lines, irrigation pipes, fibre optic cables, fibre optic cables and all cabling/lines.

7.04 We warrant that throughout the term of this Agreement you:

- 7.04 (a) are held provided to you which require installation is electric, electrical conditions and that any electrical connections, including, but not limited to, power boxes, main switches, circuit breaker and electrical cables, are of the correct capacity;
- 7.04 (b) there are no legal restrictions preventing you from agreeing the Terms.

7.05 you will cooperate with us and provide us with information, including specific locations of any underground services, and comply with requirements to install, maintain, or repair any of these installations, that are reasonably necessary to enable us to perform the services.

7.06 the information you provide us is correct, current and complete.

7.07 you will not infringe any third party rights in writing with us and removing the services.

7.08 you will inform us if you have reasonable concerns relating to the provision of services under the Terms, and the way that we and you will use all reasonable efforts to resolve the concerns.

7.09 you are responsible for obtaining any consents, licences and permissions from other parties necessary for the services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions.

7.10 you consent to the use of your name and intellectual property