



ABN: 85654014829

By placing an order, the customer hereby accepts the following conditions, which may be varied only in writing by Forrest Electrical Group (Aust) Pty Ltd. Please be advised that placing this order with Forrest Electrical Group will over ride any terms and conditions provided by the Customer.

## 1. Introduction

### 1.1 Application of these Terms and Conditions

For the purpose of this agreement, "Contractor" is Forrest Electrical Group ABN 85654014829 and its employees, successors and assigns and the "customer" is the applicant named on the account with the Contractor or where no account exists then on the confirmed quote or work authorisation contract provided by the contractor to the customer. "Goods" means electrical equipment and components supplied by the contractor to the customer. "Site" means the place where the work will be carried out and "Work" means the performance of electrical work and associated services.

### 1.2 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.

## 2. Quote and/or Work Authorisation Contract

- 2.1 The customer shall receive a Quote and/or Work Authorisation contract specifying the work required to be done in order to fulfil the customer's instructions.
- 2.2 Prices shall be valid for thirty (30) days unless otherwise agreed in writing.
- 2.3 The customer shall accept the quote and/or work authorisation contract by signing and returning a true copy to the contractor.

## 3. TERMS OF PAYMENT

## 3.1 Long Term Projects

Our standard Terms of Payment are as follows: For installation works long term projects 1 week or more in duration progress claims are required: Weekly progress claims will be made and these will include:

- a) All unfixed materials at site.
- b) Electrical switchboards designed specifically for this project.
- c) Mains and sub mains cables.
- d) All materials and other equipment stored off site because of delays in construction or unavailability of site access.
- e) All approved variation works in progress. 80% of all unapproved variations of works in progress. In addition, initial progress claims will also include up to 10% of the contract value for mobilisation, project setting up, commitment to initial procurement of materials and subcontracts and other costs and obligations incurred at the commencement of the project.
- f) For Light Fittings: Monthly progress claims based on the following milestones: 20% on placement of order 50% on delivery 25% on completion of fit out.
- g) 5% on completion of works testing.

For General Works: Weekly progress claims based on the following milestones: 20% on placement of order 40% on completion of the rough-in 35% on completion of works and before certification is issued 5% on expiry of defects liability period

## 3.2 Short Term Projects

Notwithstanding that the company, Forrest Electrical Group may from time to time offer extended terms of payment, it reserves the right to require full payment of all indebtedness within 7 (seven) days of the date of invoice relating to the delivery of goods or provision of services.

## 3.3 Overdue Accounts

We reserve the right to charge interest monthly at the rate of 10% per month on the monthly balance from 7 days of goods supplied if account becomes overdue. Part payments shall be firstly applied against interest.

If accounts are not paid within 30 days the owner reserves the right to engage the services of debt recovery agents.

The customer must pay to the contractor any costs, expenses or losses incurred by the owner as a result of a customer's failure to pay to the contractor all sums outstanding as owed by the customer to the contractor including without limiting the generality of the forgoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own Client basis.

You authorise the contractor to collect, retain, record, use and disclose commercial and / or consumer information about your credit worthiness, credit standing, credit history or credit capacity, in accordance with the privacy act 1988 (Cth). To persons and / or legal entities who are a solicitor or any other professional consultant engaged by the owner, a debt collector, credit reference organisation and / or any other individual or organisation which maintains credit references and / or default listings, if required.

If a cheque is dishonoured an extra fee of \$20 will be incurred.

### **3.4 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 solicitor's 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.

### **3.5 Return of goods**

Credits will only be allowed if authorised by Forrest Electrical Group and at a value calculated by Forrest Electrical Group. 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.

## **4. The Contract**

### **4.1 Price Basis**

The price is quoted on the condition that supplier items and major material items can be ordered, and stored either on site or off site with storage certificates issued and payment made for materials held in storage.

### **4.4 Site Productivity Allowance**

No allowances are made by Forrest Electrical Group in our quotations unless stipulated by Forrest Electrical Group in writing, for the payment of any special or Site Allowances. If these are applicable on any sites that we are engaged on, we would require reimbursement of direct costs plus statutory, overhead and administration costs of twenty five (25) percent.

### **4.5 Site Amenities and Ablutions**

We have assumed that all site amenities and ablutions will be provided by others free of charge to our company.

### **4.6 Special Payments**

Unless specifically stated in this quotation, no provision has been made the payment of any special site agreement, award or disability allowances.

### **4.7 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.

### **4.8 Currency Exchange Rates**

Where imported equipment is involved, the above price is based on the exchange rate at the time of tendering. Should the actual exchange rate vary from the Base Exchange rate, then the component of imported goods included in the tender price quoted would be adjusted accordingly.

### **4.9 Liquidated Damages**

Unless specifically stated on this quotation, we will not accept liquidated damages. Where acceptance of liquidated damages is specifically stated, these shall in any case be limited to a maximum of 1% of our Nett contract amount per week to an overall maximum of 5% of our nett contract amount and shall only then be applied where the cause for such damages is directly applicable to actions on our part.

### **4.10 Confidentiality of Documents & Proprietary Information**

Drawings, specifications and other information supplied by us as part of our tender shall be regarded as confidential, shall be used only for Technical Information, consisting of drawings, specifications, calculations and design shall remain our property and must not be copied or disclosed to any third party unless authorised by us.

### **4.11 Consequential 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 \$1.00.

#### **4.12 Title Risk of Loss**

Title of goods, services and works undertaken by Forrest Electrical Group 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 entry will be given to the premises where the goods have been delivered, or installed arrangements will be made for us to regain possession of the goods, for which full payment has not been made.

#### **4.13 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.

#### **4.14 Work Site Access**

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

#### **4.15 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.

#### **4.16 Delays/Prolongation**

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. Hold over time, waiting time, industrial disputes, inclement weather or any other time spent because of delays/prolongation caused by others will be charged at the applicable standard or agreed contract hourly rates. Forrest Electrical also reserves the right to claim for additional costs where the client requests acceleration of the works to meet revised programming.

#### **4.17 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.

#### **4.18 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 and liability for failure to complete the contract within any specified delivery period unless specifically stated otherwise in our quotation.

#### **4.19 Performance and Performance Data**

Performance data provided by us is based on our experience and from up to date regularly calibrated test equipment. Please be aware we can accept no liability if performance parameters are changed by the customer at the site after final testing and verification.

#### **4.20 Normal Working hours**

Pricing: All written and verbally communicated prices are based on a standard 8 and a half hour day, working hour's 7am to 3:30pm, Monday to Friday. All work performed outside normal standard working hours may incur additional costs at penalty or overtime rates at Forrest Electrical Group's sole discretion.

#### **4.21 Inspection and Transportation**

Upon completion of work, where applicable, the purchaser will be notified and invited to witness operational and electrical performance test prior to despatch. We will make every effort to pack and seal customer's items to minimise vibration and the ingress of dust during transportation to site.

#### **4.22 Warranty**

We warrant our workmanship for a period of 12 months from date of delivery. 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 supplier's warranty. This does not include labour costs associated with replacing any faulty items where the fault lies with the manufacturer and is covered by their warranty.

#### **4.23 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.

#### 4.24 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.

#### 4.25 Insurance

Forrest Electrical Group maintains adequate insurance that protects their property, in addition to the interests of Third Parties resulting from the negligence of Forrest Electrical Group. The existing insurance program in force for Forrest Electrical Group 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 Forrest Electrical Group's discretion whether it assumes the responsibility based on commercial/business practice.

#### 4.26 Non-solicitation

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

#### 4.27 Breach of Contract

Forrest Electrical Group 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 Forrest Electrical Group's control. Including but not limited to an act of god, government act, fire explosion, accident, discovery of hazardous material, civil commotion or industrial dispute.

#### 4.28 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.

#### 4.29 Contract Conditions

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

#### 4.30 Force Majeure

The contractor shall not be liable to the customer/client for default or delay in performing its obligations in

respect of this Agreement caused by any occurrence beyond its reasonable control including, without limitation, fire, strike, disturbance, riot, war, Act of God, government order or regulation, epidemic or pandemic, provided that the contractor affected by such occurrence notifies the customer/client in writing as soon as practicable. When the contractor ceases to be affected by the force majeure event, it must immediately recommence performing its obligations under the Agreement (if able) and notify the customer/client accordingly.

### 5. Jurisdiction

- 5.1 If any provision of the Terms of Use is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the document, which will continue in full force and effect.
- 5.2 We reserve all rights, which may not be expressly granted in the Terms of Use. If we do not act in relation to a breach of the Terms of Use by you, this does not waive our rights to act with respect to subsequent or similar breaches of the Terms of Use by you.
- 5.3 The Terms of Use are governed by and construed in accordance with the laws of the State of Queensland, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the State of Queensland and Courts of Appeal from them for determining any dispute concerning the Terms of Use.

### 6. Definitions

In this agreement and in any instrument created pursuant to or in accordance with it, unless the context otherwise requires:

**"Base Work"** means the Site conditions including work carried out by others in, on, or over which the Contractor is to carry out the Works;

**"Business Day"** means any day except Saturday or Sunday or a day that is a public or bank holiday in Queensland;

**"Contract Documents"** include all drawings, plans and specifications and all other information provided by the Customer to the Contractor;

**"Completion Date"** means the date for completion of the Works under the Contract;

**"Contract"** means the contract to carry out the Works between the Customer and the Contractor by the acceptance of the Quotation by the Customer;

“Defects Liability Period” means the period as set out in the Quotation;

“**Electrical Equipment**” has the meaning given to this term by the Electrical Safety Act 2002, Section 4;

“**GST Act**” means the Act titled A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time;

“**Practical Completion**” means the stage when the Works have been completed in accordance with the Contract and all relevant statutory requirements either without any omissions or defects or apart from minor omissions or minor defects;

“**Price**” means the price to be paid by the Customer to the Contractor for the performance of the Works in accordance with the terms of the Contract;

“**Quotation**” means the written quotation given by the Contractor to the

Customer which must set out the scope of the Works, the commencement and completion dates of the Works, the price of the Works and the insurance cover held by the Contractor in relation to the performance of the Works;

“**Receipt Day**”, for a Regulated Contract means:-

(a) the day on which the Customer receives the following documents from the Contractor:-

- (i) a copy of the signed Contract; and
- (ii) a copy of the appropriate contract information statement for the Contract; or

(b) if the documents mentioned in (a) are received by the Customer from the Contractor on different days, the later of the days;

“**Servants**” means and includes servants, employees, agents, contractors and sub-contractors;

“**Site**” means where the works under the Contract are carried out;

“**Works**” means the work to be carried out under the Contract including Variations;

“**Variation**” means to vary the Works by:

- (i) carrying out additional work;
- (ii) omitting any part of the Works; or
- (iii) changing the scope of the Works.

## 7. Interpretation

7.1 In this agreement and in any instrument created pursuant to or in accordance with this agreement, unless the context otherwise requires:

7.2 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any subordinate legislation issued under, that legislation or legislative provision;

7.3 The singular includes the plural and vice versa;

7.4 A reference to a person includes an individual and a corporation, partnership, joint venture, association, authority, trust, State or Government and vice versa;

7.5 A person includes the legal personal representatives, successors and assigns of that person;

7.6 A reference to any gender includes all genders;

7.7 A reference to a recital, clause, schedule, annexure, appendix or exhibit is to a recital, clause, schedule, annexure, appendix or exhibit of or to this agreement;

7.8 A recital, schedule, annexure, appendix or exhibit or description of the parties forms part of this agreement;

7.9 A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;

7.10 Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

7.11 Where an expression is defined anywhere in this agreement it has the same meaning throughout;

7.12 A reference to "dollars" or "\$" is to an amount in Australian currency.

7.13 The heading in these Terms and Conditions are for convenience only and do not affect their construction.