



ABN: 26 089 122 136

p: 03 9702 6952

f: 03 9702 6294

REC 7199

Standard Terms and Conditions for PIDZ Electrics P/L

1.0 VALIDITY

1.1 All quotations are open for acceptance for a period of 30 days from the date of quotation. PIDZ Electrics P/L may, at its option, extend this period by notification to the Customer.

2.0 FORMATION OF AGREEMENT

2.1 No contractual obligations shall arise until PIDZ Electrics P/L has;

2.1.1 Received from the Customer a signed Letter of Acceptance and the deposit as stated in the quotation.

2.1.2 Prior to the occurrence of either of the events in 2.1.1, PIDZ Electrics P/L may without incurring any liability whatsoever revise or withdraw its quotation.

2.1.3 In the event the Customer provides PIDZ Electrics P/L with a written order, such an order is subject to these terms and conditions.

3.0 ENTIRE UNDERSTANDING

3.1 The parties acknowledge that this quotation embodies the entire understanding and agreement between the parties as to the subject matter thereof.

3.2 All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Contract will be merged in and superseded by this Contract and will be of no force or effect whatever and no party shall be liable to any other party in respect of those matters.

3.3 No oral explanation or information provided by any party to another shall effect the meaning or interpretation of this Contract; or

4.0 PROGRESS PAYMENTS

4.1 The Customer shall pay to PIDZ Electrics P/L 10% deposit stated in the letter of offer upon the signing or acceptance of this proposal.

4.2 PIDZ Electrics P/L shall submit to the Customer progress claims for work completed each fortnight.

4.3 Any other amounts then payable to PIDZ Electrics P/L in respect of variations issued.

4.4 The Customer shall pay PIDZ Electrics P/L Progress payments in accordance with the progress claims supplied. The Customer shall pay claims within 14 days of submission of the progress claim.

4.5 Should the Customer neglect or refuse to pay the amount of any Progress Payment by the due date then PIDZ Electrics P/L may, at his option, with or without notice to the Customer suspend works until full payment is made.

4.6 Any claims which are not paid by the due date shall accrue interest at a rate of 5.5% per month.



ABN: 26 089 122 136

p: 03 9702 6952

f: 03 9702 6294

REC 7199

5.0 LIABILITY

5.1 To the maximum extent permitted by law, PIDZ Electrics P/L will only be liable to the Principal under this agreement for the direct, proximate and foreseeable loss of damage suffered from a breach or default of any of its obligations under this agreement. PIDZ Electrics P/L will in no case whatsoever (including, but not limited to, negligence) be liable:

5.1.1 For any loss or damage that is indirect, remote or unforeseeable; or

5.1.2 For any consequential loss or damage, being loss or damage that does not occur directly and naturally in the ordinary course of events as a result of a breach of this contract, including but not limited to, the loss of a benefit or gain and the incurrence of any expense; or

5.1.3 For loss of production, loss of revenue, loss of use, loss of contract, loss of goodwill or loss of profit arising from on in connection with the performance of this agreement.

6.0 EXCEPTED RISKS

6.1 PIDZ Electrics P/L shall not be liable for delay or failure to fulfill any of its obligations resulting directly from the following events including but not limited to:

6.1.1 any negligent act or omission of the Customer, its employees and or agents,

6.1.2 any events occurring on or before the date of completion for the works which are beyond the reasonable control of PIDZ Electrics P/L including but not limited to industrial conditions, inclement weather, shortage of suitable materials or parts

6.1.3 Any condition on the site or its surroundings affecting the ability to complete the works without delay which PIDZ Electrics P/L could not have reasonably foreseen,

6.1.4 Variations directed by the customer,

6.1.5 Directions or delays by municipal, public or statutory authorities.

7.0 RISK & OWNERSHIP

7.1 Risk of loss, damage or destruction to the materials and equipment or any part thereof shall pass to the Customer on installation.

7.2 Ownership of materials and equipment shall remain with PIDZ Electrics P/L until payment of the full contract sum and any other monies due to PIDZ Electrics P/L under this agreement

7.3 The Customer authorizes PIDZ Electrics P/L to enter the Customers premises at any time to retake possession of the materials and equipment and to dispose of the equipment to recover costs if the Customer breaches this agreement.

8.0 ACCESS

8-1 PIDZ Electrics P/L's proposal is based on a continuous work program, unless otherwise stated if the Customer causes the Works to be delayed or delays are caused by any of the events stated above, then such extensions of time to the date for Practical Completion shall be granted

81 Where PIDZ Electrics P/L been greeted an extension of time under this clause, the Customer shall pay such extra costs as are necessarily incurred by PIDZ Electrics P/L by reason of the delay.

9.0 WARRANTY

9.1 PIDZ Electrics P/L provides warranty on workmanship only. Product warranties are provided by the manufacturer or supplier of the product installed.

9.2 It is the responsibility of the Customer to test the functionality of the equipment at the time of installation. In the course of testing, should the Customer discover any faults, the Customer shall immediately inform PIDZ Electrics P/L so that arrangements can be made to remedy the fault

9.3 Within 60 days of practical completion, PIDZ Electrics P/L shall replace faulty hardware at no cost to the Customer. After that period, any product related warranty claims will incur labour costs associated with the Service call and charged according to the PIDZ Electrics P/L Schedule of Rates

9.4 PIDZ Electrics P/L staff will only attend site for the purpose of service calls or works outside the specifications (including any warranty works) unless an official order is received by fax or email



ABN: 26 089 122 136

p: 03 9702 6952

f: 03 9702 6294

REC 7199

10.0 VARIATIONS

- 10.1 Any variation to this proposal shall be notified to the PIDZ Electrics P/L project manager by the Customer or a representative of the Customer. The agreed value of variations shall be added to or deducted from the contract sum.
- 10.2 Where no agreement is reached by the Customer and PIDZ Electrics P/L as to the value of the variations, then the following shall apply;
- 10.2.1 Additions shall be charged at cost plus 35% to cover the cost of administration, overhead and profit.
- 10.2.2 Deletions shall be made at cost
- 10.3 Any changes to the plans, specifications, electrical layouts, project requirements must be forwarded to PIDZ Electrics P/L in writing. Variation works associated with project modifications will not proceed until such time that a cost for the variation (of any) has been discussed and agreed on.
- 10.4 Any wiring or cabling diagrams supplied by PIDZ Electrics P/L to third party contractors must be accurately followed, In the event a contractor is unable or unwilling to follow the supplied diagrams, PIDZ Electrics P/L must be notified immediately. Should PIDZ Electrics P/L incur Additional expenses associated with incorrect cabling by third parties, these costs will be on Charged to the Customer.

11.0 SCHEDULE OF RATES

- 11.1 During standard operational hours 0730-1700, Monday-Friday, PIDZ Electrics P/L technical resources are charged at \$80 per hour.
- 11.2 Far after hours and weekend work, PIDZ Electrics P/L technical resources are charge at \$115 per hour.

12.0 GENERAL EXCLUSIONS

- 12.1 Unless specifically stated in the proposal document and/or quotation, the following items are excluded from the PIDZ Electrics P/L scope of works:
- 12.1.1 Site allowances or site establishment
- 12.1.2 Trenching, digging, cable chasing, concrete cutting or road boring
- 12.1.3 Supply authority fees and charges
- 12.1.4 Patching and painting
- 12.1.5 Supply of telephone or broadband lead in cable
- 12.1.6 Temporary lighting, power boards or connection
- 12.1.7 Supply of light fittings