Sparking Larkings Electrical Contractors – Terms & Conditions of Trade

the provisions of clause 6.2 above) until the Contractor is satisfied that it is safe for the installation to proceed. Where the Client has supplied materials for the Contractor to complete, the Works, the Client acknowledges that he accepts Definitions
"Contractor" means Chad Larkings T/A Sparking Larkings Electrical Contractors, its successors and assigns or any person acting on behalf of and with the authority of Chad Larkings T/A Sparking register a financing statement or financing change statement in (b) relation to a security interest on the Personal Property Securities Register, register any other document required to be registered by the (c) (ii) register any other document required to the document register and the pPSA or (iii) correct a defect in a statement referred to in clause 17.2(a)(ii) or (17.2(a)(iii)); indemnify, and upon demand reimburse, the Contractor for all 22.1 behalf or and with the authority of Chad Larkings IIA Sparking Larkings Electrical Contractors. "Client" means the person's ordering the Works as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client plority and severally. Works' means all Works (which may include equipment hired in order to complete the Works) or Materials supplied by the Contractor, or the Client's request from time to time contractor, or the contractor of the responsibility for the suitability of purpose, quality and any faults inherent in the materials. The Contractor shall not be responsible for any defects in the materials. any loss or damage to the Works (or any part thereof), howsoever arising from the use of materials (b) inherent in the materials. The Contractor streamen was experient in the materials. The Contractor streamen any defects in the materials, any loss or damage to the Works (or any part thereof), howsoever arising from the use of materials (b) supplied by the Client.

The Client acknowledges that the Contractor is only responsible for parts that are replaced by the Contractor, and in the event that other parts Materials, subsequently fail, the Client agrees to indemnify the Contractor against any loss or damage to the Works, or caused by (c) the Materials, or any part thereof howsoever arising.

The Client acknowledges and agree that where the Contractor has the Contractor offers no guarante against the reoccurrence of the initial fault, or any further damage caused, and the Contractor will immediately advise the Client of the fault and (e) shall provide the Client with an estimate for the full repair recessary. The Client acknowledges that Materials supplied may:

17.4 dear or change colour over time; and expand, contract or distort as a result of exposure to heat, cold, weather; and mark or stain if exposed to certain substances; and mark or stain if exposed to certain substances; and mark or stain if exposed to certain substances; and mark or stain if exposed to certain substances; and factor of distingued by impact or scratching.

Care of Materials expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged change statement on the Personal Property Securities Register charged statement on the Personal Property Securities Register destablished by the PPSA or releasing any Materials charged thereby, not register a financing change statement in respect of a security interest without the prior written consent of the Contractor. Interest without the prior written consent of the Contractor of a financing change statement in relation to the Materials andfor 22.2 collateral (account) in favour of a third party without the prior written consent of the Contractor. Interest of the Materials which would result in a change in the nature of proceeds derived from such sales. The Contractor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client hereby waives its rights to receive notices under sections 23. The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PSA. Unless otherwise agreed to in writing by the Contractor, the Client waives its rights as explication statement in accordance 23.2 The Client shell unconditionally ratify any actions taken by the Contractor under clauses 17.2 to 17.5.

Subject to any express provisions to the contractor, the defend of the presence of the contractor under clauses 17.2 to 17.5.

Subject to any express provisions to the contracting to the presence of the contractor under clauses 17.2 to 17.5.

Subject to any express provisions to the contractor under clauses 17.2 to 17.5.

Subject to any express provisions to the contracting to the presence of the contractor under clauses 17.2 to 17.5.

Subject to any express provisions to the contractor under clauses 17.2 to 17.5. interchangeaune for the uniter).
ice" means the Price payable for the Works as agreed between
Contractor and the Client in accordance with clause 5 below.
7.8 1.4 The Curiedov and the Control of the 2. 2.1 Client and the Contractor.

Electronic Transactions Act 2000
Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act. re amagea or distigured by impact or scratching.

Care of Materials

The Contractor may at its discretion notify the Client that it requires to store at the work site materials, fittings and appliances or plant and tools required for the Works, in which event the Client shall supply the Contractor a safe area for storage and shall take all reasonable efforts to protect all items so stored from possible destruction, thef or damage, in the event that any such items are destroyed, stolen or damaged then the cost of repair or replacement 17.9 shall be the Client responsibility.

Accuracy of Client's Plans and Measurements

The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client Tender of the contractor shall be entitled shall be information provided by the Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Contractor accepts no responsibility for any loss damages, or costs however resulting from these inaccurate plans, specifications or other lifetable. Change in Control The Client shall give Change in Control
The Client shall give the Contractor not less than fourteen (14) days
prior written notice of any proposed change of ownership of the
Client and/or any other change in the Client's relats (including but
not limited to, changes in the Client's name, address, contact phone
or fax number's, or business practice). The Client shall be liable for
any loss incurred by the Contractor as a result of the Client's failure
to comply with this dause. Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. to comply with this clause.

Price and Payment
At the Contractor's sole discretion the Price shall be either:
as indicated on invoices provided by the Contractor to the Client in respect of Works performed or Materials supplied; or the Contractor's Frice at the date of delivery of the Works according to the Contractor's coursel price list, or the Works according to the Contractor's counterprice for the Contractor's counterprice for the Contractor's quotation in writing within thinty (30) days.

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10.1 Security and Charge
In consideration of the Contractor agreeing to supply the Mater
the Client charges all of its rights, title and interest (whether ion inals, (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years. The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit. The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by): the provision of Works; and/or analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or enabling the collection of amounts outstanding in relation to the Works. Junear Landyes an or its rights, title affort interest (whether point or rail) in any land, realty or other assets capable of being 2.3, ged, owned by the Client of its obligations under these terms 23.4 experiences (including, but not limited to, the payment of any (b) The Client's Responsibilities in accurate plans, specifications or other information.

18.2 clear-up of the building/constructions site/s. This is the responsibility of the Client or the Client's agent. It is further agreed that the Client will: supply temporary lighting, tollet, ealing and first aid facilities if supply temporary lighting, tollet, ealing and first aid facilities if supply temporary lighting, tollet, ealing and first aid facilities if supply temporary lighting, tollet, ealing and first aid facilities if supply temporary lighting, tollet, ealing and first aid facilities if supply temporary lighting, tollet, ealing and first aid facilities if supply temporary lighting, tollet, ealing and first aid facilities if supply temporary lighting, to impede the Contractor in order to minimise the risk of injury or any damage. (c) money).

The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this dause. if a variation to the Morks originally scheduled (including any (a) applicable plans or specifications) is requested: or where additional Works are required due to the discovery of hidden (b) or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site and/or crawl spaces, existing state of electrical components or switchboard, non-1d. compliant wining, availability of machinery, safety considerations 11: including the discovery of asbestos or synthetic mineral fibres, prerequisite work by any third party not being completed or hidden pipes and wining in while lice. Which are only discovered on in the event of increases to the Contractor in the cost of labour or materials which are beyond the Contractor's control. nginss unper rins cause.

The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney's to perform (d) all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's 23.5 babel. (b) property likely to impede the Contractor in order to minimise the risk of injury or any damage.

Access

Access

The Client shall ensure that the Contractor has clear and free access to the work site at all times to enable them to undertake the Works. The Contractor shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Contractor.

Underground Locations

Prior to the Contractor of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to services the client must identify include, but are not limited to service the Client must identify include, but are not limited to service the Client must identify include, but are not limited to service the client must identify include, but are not limited to service the client must identify include, but are not limited to service the client must identify include, but are not limited to service the contractor of the precise location of all underground services the client agrees to indemnify the Contractor will take all care to avoid damage to any underground services the Client agrees to indemnify the Contractor in respect of all and any liability daims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 12.1.

Specifications

The Client acknowledges that all descriptive specifications, illustrations, drawings, data, all descriptive specifications, illustrations, or manufacturer's including, but not limited to, signing any document on the Clients 23.5 behalf.

Defects, Warranties and Returns, Competition and Consumer (b)

Act 2010 (CCA)

The Client must inspect all Materials on delivery (or the Works on completion) and must within seven (7) days of delivery notify the 23.6 Contractor in writing of any evident defect/damage, shortage in (a) quantity, or failure to comply with the description or quote. The (b) Client must notify any other alleged defect in the Materials/Works as soon as reasonably possible after any such defect becomes (c) evident. Upon such notification the Client must allow the Contractor (to inspect the Materials or to review the Works provided. Under applicable State, Territory and Commonwealth Curriculing, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the these terms and conditions (Non-Excluded Quarantees). The Contractor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Quarantees. the following purposes:
to obtain a consumer credit report;
allow the CRB to create or maintain a credit information file about
the Client including credit history.
The information given to the CRB may include:
personal information as outlined in 23.1 above;
name of the credit provider and that the Contractor is a current personal information as outlined in 23.1 above; name of the credit provider and that the Contractor is a current credit provider and that the Contractor is a current credit provider is a licensee; type of consumer credit. When the consumer credit consumer credit consumer credit consumer credit can be consumed to the credit account and the amount requested advice of consumer credit defaults, overfue accounts, loan repayments or outstanding monies which are overfue by more than stay (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overfue accounts and the Contractor has been paid or otherwise discharged and all details surrounding that discharge(e.g., dates of payments); information that, in the opinion of the Contractor, the Client has committed a serious credit infringement; advice that the amount of the Client to verdue payment is equal to more than one hundred and fifty dollars (§150). At the Contractor's sole discretion a non-refundable deposit may be 12.1 required. 5.3 required.

Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be: by way of progress payments in accordance with the Contractor's specified progress payment schedule. Such progress payment cleams may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet 12.2 installed: or 5.4 (a) Guarantees.

Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Contractor makes no (g) warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the (h) Materials/Works. The Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law.

23. If the Client is a consumer within the meaning of the CCA, the Contractor's lability is limited to the vetert permitted by section 64A (a) of Schedule 2. If the Contractor's lability is limited to the vetert permitted by section 64A. nstalled; or he date specified on any invoice or other form as being the date for (b) (c) ig any notice to the contrary, the date which is fourteen (14) following the date of any invoice given to the Client by the oays rollowing the date of any invoice given to the Client by the 13. Contractor. Payment may be made by cash, bank cheque, electronic/on-line (a) banking, or by any other method as agreed to between the Client and the Contractor. Specifications
The Client acknowledges that:
all descriptive specifications, illustrations, drawings, data,
dimensions and weights stated in the Contractor's or manufacturer's
fact sheets, price lists or advertising material, are approximate only
and are given by way of identification only. The Client shall not be
entitled to rely or such information, and any use of such does not
constitute a sale by description, and does not form part of the
contract, unless expressly stated as such in writing by the 23.7 Contractor.

Payment may be made by cash, bank cheque, electronicon-line banking, or by any other method as agreed to between the Client and the Contractor.

Unless offerward the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other agreement for the sale of the Materials. The Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other agreement for the sale of the Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the (b) Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Delivery of the Works.

Subject to duse 6.2 it is the Contractor's responsibility to ensure that the Works start as soon as it is reasonably possible. The Works commencement date will be put back and/or the compelion date extended by whatever time is reasonable in the Client written notice) where completion is delayed by an event they only the Contractor's control, including but not limited to any altitude to the Contractor's control, including but not limited to any altitude by the Contractor's sole discretion the cost of delivery in the Materials-Works whenever they are tendered for delivery. In the Materials-Works whenever they are tendered for delivery in the Materials-Works whenever they are tendered for delivery. In the Materials-Works whenever they are tendered for delivery in the Materials-Works whenever they are tendered for delivery. In the Materials-Works whenever they are tendered for delivery in the Materials-Works whenever they are tendered for delivery in the Materials-Works whenever they are tendered for delivery in the Materials-Works whenever they are tendered for delivery in the Materials-Works whenever they are tendered for delivery in the Materia 5.5 Contractor's liability is limited to the extein permission or consideration of Schedule 2.

If the Contractor is required to replace any Materials under this clause or the CCA, but is unable to do so, the Contractor may (b) refund any money the Client has paid for the Materials. If the Contractor is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause or the CCA, but is unable to do so, then the Contractor may return any money the Client has paid for the Works but only to the extent that such refund shall take into account the value of Works and Materials which have been 23.9 provided to the Client which were not deflective.

If the Client is not a consumer within the meaning of the CCA, the Contractor's liability for any defect or damage in the Materials is:

The Contractor's liability to the Contractor's sole discretion;

The Contractor's liability to the Contractor is the Contractor's sole discretion; 5.6 19.6 19.7 Contractor; while the Contractor may have provided information or figures to the Client regarding the performance of the Materials, the Client acknowledges that the Contractor has given these in good faith, and are estimates based on industry prescribed estimates. **6.** 6.1 Surplus Materials
Unless otherwise stated elsewhere in this contract:
Unless otherwise stated elsewhere in this contract:
demolished Materials remain the Client's property, and
Materials which the Contractor brings to the site which are surplus
remain the property of the Contractor. 19.8 provided to the Clieft by the Contractor at the Contractor Sisteritor, initiated to any warranty to which the Contractor is entitled, if the 24. Contractor did not manufacture the Materials, 24.1 otherwise negated absolutely.

Subject to this clause 19, returns will only be accepted provided remain the property of the Contractor.

Compliance with Laws
The Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works.

The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.

(a)
(a)
(b)
safety (WHS) Laws relating to building/construction sites and any (c)
other relevant safety standards or legislation.

(d) (a) (b) (c) 6.3 that: the Client has complied with the provisions of clause 19.1; and the Contractor has agreed that the Materials are defective; and the Materials are returned within a reasonable time at the Client's

6.5 6.6

7.2

If the Contractor retains ownership of the Materials under clause 16 (c) then:

then:

where the Contractor is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the doller insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately as the time that the Materials are delivered by the Contractor or the Contractor's forminated carrier to the Client must insure the Materials are delivered by the Contractor or the Contractor's forminated acrier to the Client sommitted delivery where the Contractor is to both supply and install Materials then the Contractor shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Client.

Notwithstanding the provisions of clause 7.1 if the Client specifically requests the Contractor to leave Materials outside the Contractor's forminess for collection or to deliver the Materials to an unattended location then such materials shall always be left at sole risk of the Client are insured adequately or at all. In the event that such (g) Materials are insured adequately or at all. In the event that such (g) Materials and the standards are insured adequately or at all. In the event that such (g) Materials shall be at the Client's expense.

Where the Client is to supply the Contractor with any design (th) specifications (including, but not finited to CAD drawings) the Client shall be responsible for providing accurate data. The Contractor (g) specifications (including, but not finited to CAD drawings) the Client shall be responsible for providing accurate data. The Contractor (g) and contractor of the client and the standards applying to the electrical installation under the Electrical Safety Act, Regulations and Codes of Practice. All of the calling work will comply with the electrical installation and the Electrical safety and is in accordance with the will be taked to ensure that it is electrically safet and is in accordance with the will continue to the , or uarrigerous access to rooting), the Contractor reasonably the opinion that the Client's premises is not safe for the ation of Materials to proceed then the Contractor shall be d to delay installation of the Materials (in accordance with

The Contractor and the Client agree that ownership of the Materials

Title

The Contractor and the Client agree that ownership of the Materials shall not pass until:

the Client has paid the Contractor all amounts owing to the Contractor, and the Client has paid the Contractor all amounts owing to the Contractor, and the Client has met all of its other obligations to the Contractor. Receipt by the Contractor of any form of payment other than cashe honoured, cleared or recognised.

It is further agreed that territory that the Client is only a ballee of the Materials and unless the Materials have become futures must return the Materials to the Contractor on request.

The Client holds the benefit of the Client's insurance proceeds of any insurance in the event of the Materials balle be sufficient evidence of the Contractor's rights to receive the insurance proceeds direct from the insurer without the need for any proceeds of any insurance in the event of the Materials benefit of the Client must not sell, dispose, or otherwise part with possession of the Materials other han in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials ther the Client the Client must not sell, dispose, or otherwise part with possession of the Materials then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand, the Client soles to the Contractor on demand.

The Client should not convert or process the Materials or intermix them with other goods but if the Client dispose to the Contractor and must pay to the Client holds the resulting product to the Contractor and must sell, dispose or or return the resulting product to the Contractor and must sell, dispose or or return the resulting product to the Contractor and must pay the Client and the contractor and must sell, dispose or or return the resulting product to the Contractor and must pay to the Contractor

as it so directs.

an its officets.

unless the Materials have become fixtures the Client irrevo authorises the Contractor to enter any premises where Contractor believes the Materials are kept and recover posses

Contractor believes the Materials are kept and recover possession of the Materials.
the Contractor may recover possession of any Materials in transit whether or not delivery has occurred.
the Client shall not charge or grant an encumbrance over the 21.2
Materials no rgant nor otherwise give away any interest in the
Materials while they remain the property of the Contractor.
the Contractor may commence proceedings to recover the Price of
the Materials sold notwithstanding that ownership of the Materials
has not passed to the Client.

Personal Property Securities Act 2009 ("PPSA")
In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

it by the PPSA.

Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials and/or collateral (account) being a monetary obligation of the Client to the Contractor for Services – that have previously been supplied and that will be supplied in the future by the Contractor to the Client.

The Client undertakes for.

The Client undertakes for contractor to the Client information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate under the complete accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate and up-to-date in all respects which the Contractor may accurate the contractor may be accurate the contractor 21.4

the United of the September of the Materials are described on the September of the Materials are described for the Materials are returned in as dose a condition to that in which the Materials are returned in as dose a condition to that in which the Materials are returned in as dose a condition to that in which they were delivered as is possible. The Materials of the Materials are supported by the Materials of the Materials of the Materials of the Materials of the Client to single Materials for any purpose other than that for which they were designed; the Client continuing to use any Materials after any defect became apparent or should have become apparent to a reasonably prudent operator or user; interference with the Works by the Client or any third party without the Contractor's prior approval;

the Contractor's prior approval; the Client failing to follow any instructions or guidelines provided by the Contractor:

the Contractor;
fair wear and tear, any accident, or act of God.
The Contractor may in its absolute discretion accept non-defective
Materials for return in which case the Contractor may require the
Client to pay handling fees of up to ten percent (10%) of the value of
the returned Materials pus any regipit costs.
Notwithstanding anything contained in this clause if the Contractor is
required by a law to accept a return then the Contractor will only
accept a return on the conditions imposed by that law.

accept a return on the conditions imposed by that law. Intellectual Property
Where the Contractor has designed, drawn, written plans or a shedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall emain vested in the Contractor, and 26.2 shall only be used by the Client at the Contractor's discretion. The Client agrees that the Contractor may far to cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which the 26.3 Default and Contractor has created for the Client.

doduments, designs, drawings, plans or products which the 26.3 Contractor has created for the Client

Default and Consequences of Default
Interest on overdue invoices shall accure daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but of military) to the contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including the Ordinactor Scontract default fee, and bank dishonour fees).

Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Works to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its missing that the contractor may suspend to cancel all or any part of any order of the Client with remains unfulfilled and all amounts owing to the Contractor's solter remedies at low the Contractor shall, whether or not due for payment, become immediately payable if:

any money payable to the Contractor becomes overdue, or in the Contractor or spoint on the Cilent will be unable to make a payment

any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment

the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Client.

Cancellation

The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to the Contractor for Works already performed. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.

not be liable for any loss or daringle whatsbever ansing from sur-cancellation.

In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Confractor as a direct result of the cancellation (including, but not limited to, any loss of profits.) Cancellation of orders for products made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

praces.

Privacy Act 1988
The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g., name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit

provided by the Contractor.

The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body

computers and with the output of the control of the providers; and/or to assess the creditworthiness of the Client including the Client's

enabling the collection or arrivums outstationing in received. The Contractor may give information about the Client to a CRB for the following purposes:

Contractor: a copy of the information about the Client retained by the Contractor and the right to request that the Contractor correct any incorrect information; and

and the light of request risk the Conflactor Correct any incorrect information, and that the Conflactor does not disclose any personal information about the Client for the purpose of direct marketing. The Contractor will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfill the obligations of this agreement or is required to maintained and/or stored in accordance with the law. Alternation that the contractor via e-mail. The Contractor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

Dispute Resolution If a dispute aniesse between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen [14] days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event having authority to agree to a resolution of the dispute. In the event notice in writing delivered by hand or sent by certified mail to the ther party refer such dispute to arbitration. Any arbitration shall be referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and conducted in accordance with the Institute of Arbitrators Australia; and conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

Other Applicable Legislation At the Contractor's sole discretion, if there are any disputes or claims for unpaid Materials and/or Works then the provisions of the Building and Construction Industry Security of Payments At 2002 (Victoria), Building and Construction Industry Security of Payments At 2002 (Victoria), Building and Construction Industry Security of Payment At 2002 (Victoria), Building and Construction Industry Security of Payment At 2005 (Industria), and Building and Construction Industry Security of Payment At 2005 (Industria) and Construction Industry Security of Payment At 2005 (Industria) and Construction Industry Security of Payment At 2005 (Industria), and Building and Construction Industry Security of Payment At 2005 (Industria) and Construction Industry Security of Payment At 2005 (Industria) and Construction Industry Security of Payment At 2005 (Industria) and Construction Industry Security of Payme

contacting out or any application provisions or the accept to the extent permitted by the Act where applicable, except to the extent permitted by the Act where applicable.

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The fallented by the Act where applicable, and the accept to the extent permitted by the Act where applicable.

The contact of the acceptance of the acceptance of the provision of the acceptance of the accept

conditions all any time. If the Contractor makes a change to these terms and conditions, then that change will take effect from the date on which the Contractor notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Contractor to provide any Works to the Client.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storn of their event beyond the reasonable control of either party.

The Client warrants that if has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.