

General Terms and Conditions

The contract is between the Customer and Sydney Electrical & Data Pty Ltd, ABN 81 131 840 125, known herein as 'SED P/L'.

Terms of Trade

The Customer acknowledges that all contracts for provision of materials, products, goods or services by SED P/L whether written or verbal are subject to these terms and conditions. In the absence of a written agreement between the Customer and SED P/L detailing a fixed scope of work and an associated fixed price for the provision of materials, products, goods or services by SED P/L, the cost for such shall be borne by the Client on a do and charge basis. Quoted prices are valid for 30 days unless withdrawn and are subject to copper price variation based on the published AEEA copper index and variations and special conditions notes on the Quotation.

Cancellation of bookings for minor works

In making a booking for minor works (works being performed at hourly labour rates with an expected total value of \$1000 or less) with SED P/L, the Customer agrees that if the booking is cancelled within 24 hours of the booked appointment or if the call-out is futile due to the site being inaccessible or unsuitable for the works to be carried out, the Customer shall be liable to pay the lower of \$165 (including GST) or the quoted fixed-labour-price for the job, plus the cost of any special order materials. This clause does not limit SED P/L's rights nor the Customer's liability in the case of quoted works or works with a value exceeding \$1000.

Payment

In engaging SED P/L for the performance of any work, or for the supply of any products, materials or goods, the Customer acknowledges acceptance of the associated costs and charges and agrees to make payment for such under the terms for payment set out herein. The Customer acknowledges that it has represented ability to pay for the work to be completed.

Specific payment terms are stated on the quotation, but generally final payment must be made on completion of services, or delivery of products.

Where custom equipment is designed and manufactured, payment in advance may be required.

For approved credit account customers, payment is due no later than 30 days from the invoice date (Subject to account terms). If the Customer fails to make payment by the due date, then, without prejudice to any other right or remedy, SED P/L will be entitled to cancel any unfilled order, suspend any further deliveries or works until the account is in order, withdraw credit facilities, and interest at the rate of 10% per annum calculated daily will be payable on all outstanding amounts not paid within terms. If legal action is taken to recover monies due to SED P/L, then SED P/L reserves the right to charge the Customer all fees incurred in such proceedings.

Retention of title

Title of goods shall only pass to the customer following full payment of the contract price. SED P/L reserves the right to recover (reclaim) the products if the invoice is not paid within the terms of this contract and the customer hereby gives consent for the authorised agent or representative of SED P/L to enter the Customer's premises for this purpose. The Customer shall not have any power to sell, lease, charge or encumber the products whilst in its possession or otherwise until payment in full has been made.

Delivery

SED P/L reserves the right to charge delivery costs to the customer. SED P/L is not liable to compensate the customer for late delivery or non-delivery. The customer has the right to cancel the contract by notice in writing prior to delivery in the event of non-delivery by more than 7 days from the agreed delivery date.

In the event of cancellation for late-delivery or non-delivery, any deposit paid will be refunded.

Inspection

The customer must inspect the products within 3 working days after delivery or completion of services. Except as set out under "Warranty", SED P/L is not be liable for any existing damage or defect in products unless written notice is given to SED P/L within 3 working days of delivery or completion of service.

Any liability of SED P/L for defective or non-delivered product is limited to repairing or replacing the products within a reasonable time, or to refund any money already paid in respect of the defective products. Where products are part of a set, refund or repair liability extends only to the defective or non-delivered part of the set.

Warranty

SED P/L will endeavour to transfer to the Customer the benefits of any warranty or guarantee given to it by the manufacturer of any products or modules which SED P/L supplies. In the case of products manufactured by SED P/L for a specific purpose, SED P/L may specify the period of the warranty on the quotation. Where it is not otherwise specified, the warranty period shall be 12 months from the date of delivery. Warranty only applies where the product is faulty because of materials, workmanship or design, and will be made good by repair or replacement at SED P/L's sole discretion.

SED P/L will not be liable for defective goods where the defect arises because any entity other than SED P/L or its authorised representative or agent has:

- i. Repaired or altered the product without written permission from SED P/L;

- ii. Failed to use industry best practice in using or handling the product; or
- iii. Subjected the product to conditions outside of the manufacturer's stated instructions on storage, installation, usage or maintenance.

Any product repaired or replaced under this clause will be guaranteed on these terms for any unexpired portion of the warranty period given on the original products.

Product Return Expenses

The customer accepts liability for all freight and other costs incurred in the return of products including warranty repair or replacement of faulty products. Should on-site warranty service be required, the Customer shall be liable for the cost of SED P/L representatives attending site to perform the service.

Liability

Except in the case of gross negligence or wilful misconduct by SED P/L, SED P/L shall not be liable to any person for any indirect or consequential damages, loss, expense or claims for consequential compensation whatsoever which arise out of or in connection with any contract. To the fullest extent permitted by law, the Customer releases SED P/L and associated entities from and indemnifies against all liability whatsoever for any injury, loss or damage, however arising.

Intellectual property rights

Unless otherwise agreed in writing by SED P/L, all intellectual property rights with respect to designs including but not limited to hardware, software, styling and artistic designs are retained by SED P/L

Maintenance

On-going maintenance and service costs are not included in the contract price. Some products require ongoing maintenance which is specified in the operating instructions, as a condition of the warranty.

Performance

SED P/L will not be in breach of this contract by reason of any delays in performing, or failure to perform its obligations under the contract where circumstances arise which delay or prevent SED P/L from performing its obligations. Subject to the customer's rights under "Delivery" in these conditions, SED P/L may, at its option, delay the performance of or cancel the whole or any part of a Contract.

Relationship

During the term of this contract, the relationship between SED P/L and the Customer is that of vendor and purchaser. The Customer, its agents, employees and dealers, under no circumstances will be deemed to be agents or representatives of SED P/L, nor will any of them have the right to enter into any contracts or commitments in the name of SED P/L or otherwise to bind or commit SED P/L.

Severance

If any provision of this contract is wholly or partly invalid, unenforceable, illegal, void or voidable, this contract must be construed as if that provision or part of a provision had been severed from this contract and the parties remain bound by all of the provisions and part provisions remaining after severance.

Jurisdiction

This contract is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this contract.

Interpretation

In this contract, unless the context otherwise requires:

- i. A reference to the singular includes the plural and vice versa;
- ii. A reference to any party to this contract includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;
- iii. A reference to an individual shall include corporations and vice versa; and
- iv. If a word or expression is defined, its other grammatical forms have a corresponding meaning.

In this contract, headings are for convenience only and do not affect interpretation.