

Connect2 Electrical Pty Ltd trading as Connect2 Electrical Solutions will be referred to as "the Contractor" in the below Terms and Conditions.

1. LAW

1.1 The law governing this document and any Agreement made between the parties is the law of the State of Victoria. The work shall be performed in accordance with the requirements of the Electricity Safety Act 1998 and Electricity Safety (Installations) Regulations 1999.

2. VALIDITY

2.1 This quotation is open for acceptance for a period of 30 calendar days from the date of Quotation. The Contractor may, at his option, extend this period by notification to the Customer.

3 FORMATION OF AGREEMENT

3.1 No contractual obligations shall arise until the Contractor has:

- 3.1.1 Received from the Customer an Executed Quotation Document or,
- 3.1.2 Received from the Customer a written Order accepting this quotation, or,
- 3.1.3 Paid the Quotation deposit invoice.

3.2 Prior to the occurrence of either of the events in 3.1.1, 3.1.2 or 3.1.3, the Contractor may without incurring and liability whatsoever revise or withdraw its Quotation.

3.3 In the event the Customer provides the Contractor with a written Order, such Order is subject to these terms and conditions of quotation and any other terms and conditions which are agreed by the parties to become part of the terms and conditions of quotation.

3.4 Any variation of amendments requested by the Customer, shall be issued in writing to the Contractor and shall not bind the Contractor unless the Contractor agrees to the provision of further work in respect of those variations or amendments.

4. CONTRACTORS WARRANTY

4.1 The Contractor warrants the completed work will be reasonably fit for the purpose for which it is intended, provided that the purpose is specified herein or is obvious by reason of the nature of the work. If any defects or defaults are discovered in the workmanship of the Contractor, the Customer shall within 3 calendar months from the date of practical completion give to the Contractor notice in writing where upon the Contractor shall make good any such proven defects or faults.

4.2 The Contractor does not warrant the quality or performance of any appliances supplied or installed by the Contractor. It is the Customers responsibility to ensure that Warranty cards or other restoration requirements of the Manufacture of any appliances supplied or installed by the Contractor are complied with.

4.3 Where the materials installed do include a manufacturer's warranty, the contractor will not be liable for any labor costs associated with the rectification/replacement of these products. If items under warranty do need to be replaced, and there is a labor cost this cost will be at our standard rate of \$85.00 per hour+gst during business hours, or at the contractors discretion.

5. PROGRESS PAYMENTS

5.1 The Customer shall pay to the Contractor the Deposit stated in the schedule upon the signing or acceptance of Quotation.

5.2 The Contractor shall submit to the Contract Sum applicable to that stage as stated on the Schedule: and

5.5.1 The percentage of the Contract Sum applicable to that stage as stated in the Schedule: and

5.2.2 Any other amounts then payable to the Contractor in respect of variations issued pursuant to clause 7.

5.3 The Customer shall pay to the Contractor progress payments in accordance with the progress claims supplied by the Contractor to be paid within 7 calendar days of submission of the progress claim by the Contractor.

5.4 Should the Customer neglect or refuse to pay the amount of any Progress Payment by the due date then the Contractor may, at his option, with or without notice to the Customer, suspend work until full payment is made.

7. VARIATIONS

7.1 Any variation to this Agreement shall be notified in writing by the person seeking the variation setting forth the details of such changes and the value thereof shall be added to deducted from the contract sum as the case may be.

7.2 Where no Agreement is reached by the Customer and Contractor as to the value of the variations, then the following shall apply:

7.2.1 Additions shall be charged:

- Labour rate of \$85+GST or applicable labor rate depending on site requirements for example night shift, union site, etc, etc.
- materials at trade price plus 30%

7.2.2 Deletions shall be made at cost.

7.3 Where there is an agreed variation to the scope of works, a variation document will be generated by the Contractor which will describe the variation, estimate any delay, state the change in contract price or how the change in price is to be calculated and make the appropriate provision for payment or via written email/quotation.

8 EXPECTED RISKS

8.1 The Contractor shall not be liable for delay or failure to fulfil any of its obligations resulting directly from the following events including but not limited to:

- any negligent act or omission of the Customer, its employees an/or agents:
- any events occurring on, before or after the date of practical completion for the works which are beyond the reasonable control of the Contractor including but not limited to industrial conditions, war, pandemic, civil unrest, inclement weather, shortage of suitable materials or parts, labour or transportation affecting the Contractor, its suppliers or any other person, company or firm:
- latent conditions;
- changes in the Law
- directions or delays by municipal public or statutory authorities.

9 RISK AND OWNERSHIP

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

9.2 Ownership of materials and equipment shall remain with the Contractor, until payment of the contract sum and any other monies due to the Contractor under this agreement.

9.3 The Customer authorises the Contractor to enter the Customers premises at any time to retake possession of the material and equipment and to dispose anytime to recover costs if the Customer breaches this Agreement.

10 SUB-CONTRACTING

10.1 The Contractor reserves the right to subcontract any part of any work or supply of any goods or services.

11 ACCESS

11.1 The Contractor Quotation is based on a continuous work programme, unless otherwise stated. If the Customer causes the Works to be delayed or delays are caused by any of the events in paragraph 8.1 herein, then such extensions of time to the date for the Partial Completion shall be granted.

11.2 Where the Contractor has been granted an extension of time under this clause, the Customer shall pay to the Contractor such extra costs as are necessarily incurred by the Contractor by reason of the delay.

12 UNDERGROUNDS AND EXCAVATIONS

12.1 Prior to the Contractor commencing any work the Customer must advise the Contractor of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

12.2 Whilst the Contractor will take all care to avoid damage to any underground services the Customer agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 12.1

13. PRACTICAL COMPLETION

13.1 The Contractor shall complete the Works in accordance with this Agreement on or before the date in the Schedule.

13.2 When, in the opinion of the Contractor, the Works are practically complete, the Contractor may give the Customer notice thereof.

13.3 Within five (5) calendar days after receipt of such notice, the Customer, if not satisfied that the Works are practically complete, shall give to the Contractor five (5) calendar days written notice of those matters which the Customer requires to be done for practical completion. If the Customer does not respond by written notice within the required time, the Works shall be deemed to be practically complete.

13.4 If, in the absence of written agreement between the Contractor and

Customer, the Customer takes possession of and/or uses the Works or any part thereof prior to the date of practical completion pursuant of this condition, the works shall be deemed to have been practically completed on the date of the commencement of such possession and or occupancy and/or use.

13.5 The date of practical completion shall be the date for commencement of the defects liability period.

14. INSTALLED EQUIPMENT

14.1 The Customer agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of installed equipment failing to operate or becoming faulty. Equipment includes but is not limited to CCTV Security Equipment, UPS Systems, Electronic Alarm Systems, Smoke Alarm Systems, Emergency Lighting Systems, RCD/Safety Switch Systems, Electronic Systems, Power Generators, etc ,etc.

14.2 It is the Customers responsibility to ensure that all installed equipment is maintained, regularly checked and operating correctly.

15. PROGRAMED AND PREVENTIVE MAINTENANCE

15.1 When providing services of prograded and/or preventive maintenance including but not limited to testing and tagging, emergency and exit light testing, RCD testing, smoke alarm testing, thermography testing, etc, The Customer agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines that may arise due to such thing as incorrect readings, operator error, mistake, missing data, etc.

15.2 It is the Customer's responsibility to ensure that all tests and log books are up to date as required by the relevant authorities.