

Goldfields Electrical Contracting Pty Ltd

GENERAL TERMS & CONDITIONS OF SALE

1 DEFINITIONS

“Company” and **“GEC”** means Goldfields Electrical Contracting Pty Ltd (ABN 88 103 590 218).

“Customer” means the person or entity (or any person acting on behalf of and with the authority of the Customer) engaging GEC for Works.

“Goods” means all materials, equipment, or products supplied by GEC to the Customer (and where the context so permits shall include any supply of services).

“Works” and **“Services”** means all electrical or related services provided by GEC to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods).

“Site” means the location or premises where the Works are to be carried out or where the Goods are to be delivered, installed, or used, as nominated by the Customer or as otherwise agreed in writing between the parties.

“Price” means the price payable for the Goods and/or Works as agreed between GEC and the Customer.

2 QUOTATIONS

2.1 All quotes are valid for thirty (30) days from the date of the quotation.

2.2 Quoted prices are based on current material and labour costs. The Company reserves the right to revise pricing if acceptance is received after 30 days or if scope changes occur.

2.3 Unless specifically stated otherwise, all quotations are based on the following assumptions:

- a) 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;
- b) that free and unrestricted access to all required work areas will be provided;
- c) that the work will be conducted during regular business hours Monday to Friday 7am - 5pm;
- d) that any trenching work (if required) will be conducted on soft to medium ground density, hard ground area digging will incur addition costs;
- e) that excavated material is suitable for reuse as trench backfill;
- f) that any underground conduits and ducts are clear of obstruction and ready for use;
- g) that the work for which this quotation is submitted will be executed in a safe environment free of hazardous material;
- h) that any IFC drawings will be provided prior to the procurement of materials and commencement of work.

- 2.4** Quotations are subject to site inspection and may be revised accordingly.
- 2.5** Price breakdowns provided in quotes are indicative only and do not form part of a binding contract. Should any of the quoted figures deviate from the actual figures, we reserve the right to revise the amount quoted.
- 2.6** Acceptance of a quotation must be communicated in writing prior to any scheduling or commencement of work.

3 ACCEPTANCE OF TERMS

- 3.1** By instructing GEC to proceed with Works or by accepting a quotation, the Customer agrees to these Terms and Conditions.
- 3.2** Any changes to these Terms and Conditions must be agreed upon in writing by both parties.
- 3.3** In the event of any inconsistency with other documents, these Terms prevail unless expressly overridden in writing.

4 SCOPE OF WORKS

- 4.1** The Company will provide the Works to the Customer and the Customer will pay the Price to GEC for performing those works.
- 4.2** All descriptive specifications, illustrations, drawings, dimensions etc. furnished by GEC are approximate only and are intended to be by way of general description of the Goods and do not necessarily form part of the contract unless specifically identified as such in writing.
- 4.3** Where it is practical, GEC reserves the right to deliver the Goods and/or carry out the installation by instalments. In such instances progress payments and billings for each instalment shall be due in accordance with the clause 7 below.
- 4.4** Variations or work requested outside the quoted scope will require written approval and may be priced at GEC's current hourly or material rates.
- 4.5** GEC reserves the right to engage subcontractors to perform all or part of the Works without further notice to the Customer.

5 EXCLUSIONS

- 5.1** Unless specifically agreed by the parties, GEC has made no allowance for:
 - a)** Excavation of hard rock;
 - b)** repairing any unidentified or unknown underground services that may be damaged during excavation;
 - c)** traffic management or road closures;
 - d)** energised commissioning;
 - e)** drafting of as-built drawings; or
 - f)** any site-specific requirements or plant and machinery.
- 5.2** Unless specifically agreed by the parties, GEC will not:
 - a)** make good the site; or
 - b)** remove and dispose of rubble, fittings, wiring, materials, general waste from the site.

6 COMPLIANCE

- 6.1** GEC will perform all work in compliance with applicable Australian Standards in force at the time of work.
- 6.2** Where required, the Customer shall obtain (at their own expense) all licences and approval that may be required for the Works.
- 6.3** GEC is not responsible for delays caused by the Customer's failure to obtain such approvals.

7 WORKSITE SAFETY

- 7.1** The Customer is responsible for ensuring GEC has safe, clear, and unobstructed access to the site at all times.
- 7.2** GEC reserves the right to cease work if the site is deemed unsafe. Downtime costs will be the sole responsibility of the Customer.
- 7.3** The Customer shall inform GEC of:
 - a)** general and specific safety requirements as and when they arise, in relation to the site; and
 - b)** any incident or potential hazard that may cause harm to GEC personnel.
- 7.4** The Customer agrees that the site will comply with any workplace health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 7.5** The Customer accepts full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of hazardous materials in or about the site on which the Works (or any part thereof) are being performed.
- 7.6** GEC will only undertake live work or work near live conductors where it is safe to do so. Live work may require GEC to disconnect or isolate parts of the installation to undertake such work for which additional charges may be applicable.
- 7.7** If during the course of installation where Works are being conducted within and around switchboards that is found to be unsafe by GEC, the Customer will be immediately notified. The power if isolated will not be re-energised until such times as the existing condition has been rectified and made safe in accordance with state regulations. All costs associated with the rectification works including materials and labour shall be to the Customer's account. All works shall be notified to Energy Safe Western Australia as required and relevant electrical inspections obtained.

8 PAYMENT TERMS

- 8.1** Invoices are payable within 30 days from the date of issue unless otherwise stated.
- 8.2** Invoices that are not paid by the Customer within 30 days (or the period specified on the invoice) will be deemed a Payment Default.
- 8.3** Payment Defaults will be charged interest at a rate of 2.5% per 30 days until the date of payment.
- 8.4** Payment Defaults that are 30 days or more overdue may be handed over to a debt collection agency or solicitor.
- 8.5** Any costs incurred by GEC in obtaining payment of outstanding invoices including legal costs and/or collection agency fees will be the sole responsibility of the Customer.

9 RISK AND TITLE OF PROPERTY

- 9.1** The risk in all Goods supplied shall pass to the Customer upon delivery.
- 9.2** All Goods supplied shall remain the property of GEC until all sums due have been paid in full.
- 9.3** Should full payment remain outstanding for more than 60 days, the Customer authorises GEC to enter the premises where the Goods have been delivered, or installed and regain possession of the Goods. The Customer grants access to recover unpaid Goods.

10 CANCELLATIONS

- 10.1** The Customer may cancel the Works at any time by providing written notice to GEC. The effective date of cancellation will be the date the Company receives such notice.
- 10.2** Upon cancellation, the Customer shall be liable for:
 - a)** the cost of all Goods ordered, whether delivered or not (including any restocking or return fees, where applicable);
 - b)** the value of all Works performed up to the cancellation date, calculated at quoted or standard hourly rates;
 - c)** any non-refundable deposits or costs already paid or committed by GEC to third parties; and
 - d)** any administrative or demobilisation costs directly incurred as a result of the cancellation.
- 10.3** GEC may cancel the Works at any time if:
 - a)** The Customer is in breach of these Terms and Conditions and fails to remedy such breach within 7 days of written notice;
 - b)** the Customer becomes insolvent or bankrupt, or any legal process is initiated regarding their insolvency; or
 - c)** GEC determines that continuing the Works would be unsafe or illegal due to site conditions, legal constraints, or force majeure.
- 10.4** In the event of cancellation by GEC under clause 10.3, GEC shall only be liable to refund any unused portion of prepaid fees, minus costs incurred to date. The Customer agrees that GEC shall not be liable for any indirect or consequential loss arising from such cancellation.
- 10.5** Cancellation of any special-order Goods may not be accepted once the order has been placed, and full payment may still be required.

11 LIABILITY AND FORCE MAJEURE

- 11.1** The Customer acknowledges that they have made their own assessment as to the condition, quality, value, suitability and fitness for the purpose of GEC.
- 11.2** GEC shall not be liable or be deemed to be in breach of contract by reason of any delay or failure due to any cause beyond the Company'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.
- 11.3** In the event of a breach of contract by GEC the remedies shall be limited to damages which under no circumstances shall exceed the Price.

- 11.4** GEC shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach of these Terms and Conditions.
- 11.5** GEC shall not be responsible for faults or failures arising from water ingress in internal fixtures or appliances, lightning strikes, malicious damage, third-party interference, or user error.
- 11.6** The Customer shall not be entitled to set off against, or deduct from the Price, sums owed or claimed to be owed to the Customer by GEC nor to withhold payment of any invoice because part of that invoice is in dispute.

12 DISPUTE RESOLUTION

- 12.1** In the event of any conflict between these Terms and Conditions and any other document forming part of an enquiry, specification, quotation, order, or contract, these Terms and Conditions shall prevail unless expressly varied by the Company in writing or as otherwise required by law.
- 12.2** The parties agree to use all reasonable efforts to resolve any dispute arising under or in connection with this agreement through good faith negotiations.
- 12.3** If a dispute cannot be resolved through negotiation within 14 days of notice being given, either party may refer the matter to mediation administered by a recognised body. If the dispute remains unresolved after mediation, either party may refer the matter to a court of competent jurisdiction.

13 GOVERNING LAW

- 13.1** This agreement is governed by, and is to be construed in accordance with, the laws of Western Australia. Both parties submit to the non-exclusive jurisdiction of its courts.
- 13.2** If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 13.3** This agreement is intended to be binding on the parties and their successors and permitted assigns.