

Core 4 Property Services
David Whitrod
121 Newmarket Road
Windsor QLD 4030

Created Date: 27/2/2024
Valid for: 30 Days
Estimator: Kayla Radnedge

Lead in Make Safe PRIMROSE VILLA, Sherwood, QLD, 4075

Dear Rohinni,

Thank you for the opportunity to supply the below quotation. Please feel free to contact our office on 1300 00 2523 or via admin@allkindelectrical.com.au with any queries or further information.

Our price to undertake the contract works as requested will be:

Lead in Make Safe	\$640.00
Sub-Total ex GST	\$640.00
GST	\$64.00
Total inc GST	\$704.00

Our quotation is based on the following information and scope of works:

Scope of works

Inclusions

- Attend site & liaise with client
- Make safe over head lead in. Remove fuses at street
- Return later that day to reconnect power
- Tidy site and remove work related rubbish

Notes and Exclusions:

- Supply or replace items
- Works outside of scope
- Removal of overhead lines

I trust the above quote meets your requirements. If you wish us to provide further clarification, please contact me on 1300



AIR & ELECTRICAL

1300 00 2523
5 Ferrier Road, Narangba QLD 4504
admin@allkindelectrical.com.au
ABN: 77 654 304 784 | Lic: 88766

QUOTATION NO: 16641

00 2523 or admin@allkindelectrical.com.au

To accept this quote, please sign below. Alternatively, please send through official contract documents for signing.

Once approved, an invoice will be sent requesting a **20%** deposit before works can begin for all new clients.

▶ **Signing below indicates you have read and agreed to our terms and conditions.**

Signature: _____

Authorised Party Name: _____

Date: _____

STANDARD CONDITIONS FOR SUPPLY BY ALL KIND INDUSTRIES PTY LIMITED T/A All Kind Air and Electrical

1. General

All goods and any services supplied by All Kind Industries Pty Ltd ABN 85 620 803 134 ("Company") are supplied subject to the following conditions which will prevail over any stipulation, term or condition in the Customer's enquiry, specification, drawing or other document unless otherwise agreed by the Company in writing.

2. Quotations

- 2.1. Unless previously withdrawn, a quotation will be open for acceptance by the Customer within the period stated in the quotation or, when no period is stated, within 30 days after its date.
- 2.2. The quoted price is subject to the Customer taking delivery of the whole amount of the goods or services to be supplied under the quotation on the agreed dates for delivery and/or installation of the supply. Any increased cost incurred by the Company because the Customer is not ready to accept delivery on the due date or requires delivery on an earlier date shall be paid by the Customer.
- 2.3. The Company's quotation for services is based on the Company having free and unrestricted access to all necessary work areas.
- 2.4. The provision of a contract is not an offer and no binding contract will be formed until the Company accepts the Customer's order on the terms outlined in the quotation.

3. Terms of Payment

- 3.1. Payment for all goods or services will be made on completion of the work in cleared funds unless otherwise specified by the Company.
- 3.2. The Company may require a deposit to be paid before commencing the work specified in the quotation. The terms of any deposit will be specified in the quotation.
- 3.3. Payment by credit card will incur a surcharge at the rate specified in the tax invoice which is a charge imposed on the Company. Customers are entitled to be made aware of the current charge upon receiving a quotation, but the charge is subject to change without notice until confirmed in the tax invoice.
- 3.4. If any of the Customer's accounts with the Company remain unpaid after the due date:
- (a) the Company may, without prejudice to any other rights it may have, refuse to supply any further goods or services to the Customer;
 - (b) the Customer must pay to the Company:
 - (i) interest on the unpaid amount at the rate of 10% per annum calculated daily from the due date of payment to the actual date of payment using a 365-day year; and
 - (ii) an account maintenance fee of \$10 per calendar month or part thereof until receipt by the Company of all outstanding moneys owed by the Customer.

4. Cancelled Appointments

- 4.1. The Company is entitled to charge the Customer a cancellation fee of \$100 if the Customer cancels a scheduled appointment with less than 1 Business Days' notice.

5. Retention Moneys

- 5.1. The Company does not in the normal course of business agree to retention of moneys owing to it.
- 5.2. However, if retentions are specified and agreed to by the Customer in writing, such retentions shall be in the form of a Bank Guarantee. Such guarantee shall be held for a period not in any event to exceed a maximum of the period of warranty of the goods or services.

6. Description of Goods, Orders and Variations

- 6.1. The descriptions, illustrations and specifications contained in the Company's catalogues, price lists and other advertisements are approximate only. Goods and services are supplied in accordance with normal industry standards and the Company will not be liable to the Customer in respect of goods or services which comply with these standards.
- 6.2. The Customer agrees that it has checked all details of the goods or services as shown on the quotation and/or order and unless otherwise agreed, the Customer will be responsible for the accuracy of all specifications including but not limited to measurements.
- 6.3. The Customer agrees that it has not relied on any statement, representation or warranty made for or on behalf of the company as to the fitness or suitability of the goods or services for any particular use and has relied on the Customer's own investigations and judgment in this regard.
- 6.4. No order may be cancelled by the Customer except with the Company's written consent.

7. Access

- 7.1. It is the Customer's responsibility to provide adequate access for entry and installation of goods and/or services covered by a quotation.
- 7.2. The Customer will maintain the area in which the equipment is

(or is to be) located free of extraneous materials and move any contents, fixtures, fittings or moveable partitions as required to facilitate the performance of work by the Company.

7.3. The Customers will grant the Company entry to the premises and access to the equipment at any time when required for the performance of the work and allow the Company to make use of all existing services (such as electricity) in the performance of the work.

8. Warranties and Liabilities

- 8.1. The customer warrants to the Company that it is authorised to permit the Company to:
- (a) Access the premises; and
 - (b) carry out the work at the premises.
- 8.2. All goods are sold subject only to the manufacturer's guarantees, if any, and all other guarantees, conditions and warranties which may, by law, be excluded are excluded unless otherwise agreed in writing.
- 8.3. The Company's liability for any breach of a guarantee implied by the Australian Consumer Law (other than Sections 51, 52 and 53) is limited to:
- 8.4. In the case of goods, any one or more of the following as nominated by the Company:
- (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (d) the payment of the cost of having the goods repaired; or
- 8.5. In the case of services either one of the following as nominated by the Company:
- (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
- 8.6. The Company will not be liable for any consequential loss claimed by the Customer as a result of the supply of the goods or services or as a result of any breach of this agreement by the Company.
- 8.7. The Customer agrees that:
- (a) it will inspect the goods or services supplied by the Company immediately on delivery and/or installation and will make any claim in respect of the goods or services in writing within 7 days of delivery and/or installation; and
 - (b) the Customer will not use, install or affix any goods supplied or treated by the Company which might be the subject of a claim against the Company.
- 8.8. To the full extent permitted by law, the Company will not be liable for any cost, damage or expense which might be incurred by the Customer as a result of the Customer's breach of this condition.

9. Retention of Title

- 9.1. Until the Customer has paid all moneys owing to the Company in respect of a Tax Invoice:
- (a) Property in all goods will remain with the Company and the Customer will hold the goods as fiduciary and agent for the Company.
 - (b) The Customer will not deal with the goods in any way inconsistent with the interests of the Company as owner except that the Customer may, in the ordinary course of business, sell the goods on behalf of the Company in which case it will account to the Company for the proceeds of sale which will be held in a separate account on trust for the Company.

10. Intellectual Property

The Company retains the intellectual property rights in any drawing, specification and other information supplied to the Customer for the purpose of this contract and only grants to the Customer a limited, non-exclusive license to use such rights as required for the performance of the contract by the Company.

11. Dispute Resolution

- 11.1. The Customer:
- (a) must not start court proceedings until it has complied with this clause;
 - (b) owes the Company a duty of confidentiality until the Customer has complied with this clause and the dispute is resolved. During this period, the Customer must not make any public statements in respect of the Company or its services including online comments and reviews to enable both parties to engage positively towards resolving any dispute between them.

11.2. A Customer claiming that a dispute has arisen must notify the Company in writing giving details of the dispute (the Notice).

11.3. Within 2 Business Days of receiving the Customer's dispute, the Company must reply in writing to the Customer (the Response) either:

- (a) accepting the Customer's dispute; or
 - (b) outlining why the Company disagrees.
- 11.4. If the Company disagrees, the parties must meet in person, or by telephone within 5 Business Days of the Company's Response.

- 11.5. If the parties cannot resolve the Customer's dispute within 4 weeks of the Notice, either party may apply to the Dispute Resolution Centre for the dispute to be mediated.
- 11.6. A party need not comply with this clause if the other party indicates that it refuses to mediate the dispute.

12. Notices

Any notice from one party to the other must be in writing and either delivered personally or sent by pre-paid post, sent by email to that party's nominated email address. Any notice received after 5pm on a Business Day is deemed to have been received at 9:00am on the next Business Day.

13. Law and Jurisdiction

This agreement is governed by and will be construed in accordance with the law of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that State.

14. Interpretation and Definitions

- In the Interpretation of this agreement unless the context otherwise requires:
- 14.1. the headings in this agreement shall not affect its interpretation.
- 14.2. words importing the singular shall include the plural and vice versa.
- 14.3. words importing one gender shall include the other genders.
- 14.4. all agreements and undertakings expressed or implied on behalf of more than one person shall bind such persons jointly and each of them severally.
- 14.5. the parties to this agreement include their respective successors, administrators and permitted assigns.
- 14.6. any uncertainty or ambiguity in the meaning of a provision of this agreement will not be interpreted against a party because that party drafted the provision.
- 14.7. "include" and similar expressions are not to be treated as words of limitation.
- 14.8. In this agreement unless the context otherwise requires "Consequential loss" means indirect or consequential loss or damage, including but not limited to:
- (a) loss of revenue or profit;
 - (b) loss of business or anticipated savings;
 - (c) any loss arising from the inability to use the goods or services; or
 - (d) the costs incurred because of the need to obtain substituted goods or services on a temporary or full-time basis.