



HAZ-ELEC INDUSTRIES PTY LTD Terms & Conditions of Trade

1. QUOTATION ACCEPTANCE

1.1. Should you wish to accept this offer, work and equipment ordering will only proceed upon receipt of an official order or letter of Intent.

2. PRICE VALIDITY

2.1. This offer is open for consideration for a period of 30 days from the date of submission (unless stated otherwise) and thereafter we respectfully reserve the right to revise this quoted price or withdraw completely without penalty.

3. ACCESS

3.1. Customer shall permit Haz-Elec Industries Pty Ltd free and timely access to areas and equipment, and allow Haz-Elec Industries Pty Ltd to start and stop the equipment as necessary to perform required services.

3.2. All planned work will be performed during Haz-Elec Industries Pty Ltd's normal working hours.

4. CONFIDENTIALITY STATEMENT

4.1. this offer is submitted on the basis that no information provided by Haz-Elec Industries Pty Ltd has been divulged to any third party and likewise, the information submitted by Haz-Elec Industries Pty Ltd is to be treated by the Customer in the strictest confidence and not disclosed to any third party without prior written authorization.

5. OCCUPATIONAL HEALTH & SAFETY

5.1. All works are performed in accordance with Haz-Elec Industries Pty Ltd Work Place Health and Safety Policy and practices, the State of Queensland's WHS Act 2011 and the WHS Regulation 2011. If any works are deemed outside of these best safety policies, legislation and practices at time of commencement of works, a variation of costs will be submitted to the client to allow safe works to proceed.

6. PAYMENT/PRICING

6.1. Payment terms are net 30 days from date of invoice (unless stated otherwise). Haz-Elec Industries Pty Ltd reserves the right to revoke or modify any credit at its sole discretion.

6.2. Should a payment become sixty (60) days or more delinquent, Haz-Elec Industries Pty Ltd may stop all work without notice and/or cancel this Agreement, and the entire Agreement amount shall become payable immediately upon demand.

6.3. All payment claims will be made under the Building and Construction Industry Security of Payments Act 1999 QLD.

6.4. In the event Haz-Elec Industries Pty Ltd must commence legal action in order to recover any amount payable under this Agreement, the Customer shall pay Haz-Elec Industries all court costs and legal fees incurred by Haz-Elec Industries Pty Ltd. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within 1 year from the date of the work.

6.5. Imported Content Price Variation: The costs of imported items included in the quotation are subject to exchange rate variation from the date of the quote to the date the imported content is cleared by customs. We reserve the right to have the Contract Amount varied to recover any negative variation.

6.6. Any schedule of Price break-up submitted with this quotation is for information only and shall not be the basis for any deletions or additions to the price without approval.

7. CONTRACT VARIATION

7.1. Variation to the agreement may constitute an extension of time to the contract period, the extent of which shall be governed by the work involved.

7.2. Any alteration to, or deviation from this Agreement involving extra work, cost of material or labour will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Haz-Elec Industries Pty Ltd's rates then in effect) over the sum stated in the Agreement.

8. WARRANTY

8.1. Warranty shall apply to new equipment only. Warranty does not cover damage caused by factors beyond our control, including, but not limited to, storm, tempest, flood, physical damage, vandalism or damage caused by electrical supply power fluctuations.

8.2. Throughout the defects liability period, warranty and maintenance service would be performed during normal working hours. However, should after hour service be required, this would constitute a variation to contract.

8.3. Haz-Elec Industries Pty Ltd warrants that the workmanship hereunder shall be free from defects for twelve (12) months from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Haz-Elec Industries Pty Ltd has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.

8.4. We reserve the right to void warranty should the works be interfered with, or tampered with by other trades.

9. OTHER

- 9.1. This offer is based on the assumption that a mutual agreement will be reached, particularly with regard to payment conditions and proposed working hours.
- 9.2. The provisions of this agreement are to be read subject to the rights and remedies which are conferred under the trade practices act and any other state and territory laws and which cannot by law be executed.
- 9.3. We reserve the right to discuss a number of conditions contained in the agreement, which may require amendment or deletion.
- 9.4. CAD Drawings: We have assumed that we will be provided free of charge a copy of the works documentation and associated services drawings in AutoCAD® R14 or later format on disks to enable us to produce workshop and as built drawings.
- 9.5. This offer is provided subject to and conditional upon the subcontractors right to subcontract any part of parts of the subcontract works, subject to the head contractor's written approval, which shall not be unreasonably withheld. The subcontractor acknowledges that such approval will not relieve it of any of its contractual obligations under this subcontract.

10. INDEMNITY/LIABILITY

- 10.1. Haz-Elec Industries Pty Ltd shall indemnify the Customer for loss or damage to the Customer's property and liability for death and injury to persons caused directly by a breach of this contract or negligence of Haz-Elec Industries Pty Ltd. Haz-Elec Industries Pty Ltd's liability shall be reduced to the extent that loss or liability is caused or contributed to by any act, error or omission of the Customer, its agents or other contractors;
- 10.2. Haz-Elec Industries Pty Ltd shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Haz-Elec Industries Pty Ltd's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 10.3. To the fullest extent permitted by law, Customer shall indemnify and hold Haz-Elec Industries Pty Ltd, its agents and employees harmless from and against all claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from the performance or work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Haz-Elec Industries Pty Ltd.
- 10.4. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Haz-Elec Industries Pty Ltd be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customer's tenants or clients, or any special, indirect or consequential damages.
- 10.5. Damages/Liquidated Damages shall not apply, unless otherwise agreed in writing as a special condition of contract by us. If applicable Haz-Elec Industries Pty Ltd, total exposure to damages shall not exceed 5% of the contract sum.
- 10.6. No party shall be liable (including without limitation under any indemnity) to the other in any circumstances (under this contract or otherwise) for any economic loss including without limitation loss of profits except where such loss is recoverable under an insurance policy.

Signed by the person named below for and on behalf of the Buyer named below:

Signature

Name of Person Signing

Name of Buyer: (Company/Business)

Address:

Date of Signing: