



## DICKSON & FUNKE PTY. LTD. STANDARD CONDITIONS OF SALE

### 1.0 Acceptance of Conditions

By placing an order, the customer hereby accepts the following conditions, which may be varied only in writing by DICKSON & FUNKE PTY. LTD. Hereafter known as D&F . Please be advised that placing this order with D&F will override any terms and conditions provided by the Customer.

**1.1 Taxation** In the event that at any time during the term of the contract any new or additional taxation is imposed which effects the cost of materials, services or labour associated with the works, or which may apply to the total invoiced costs, such increases shall be added to the contract sum.

**1.2 TERMS OF PAYMENT** Our standard Terms of Payment are as follows: For installation works long term projects 1 month or more in duration progress claims are required: Monthly progress claims will be made and these will include:

1. All unfixed materials at site.
2. Electrical switchboards designed specifically for this project
3. Mains and sub mains cables
4. All materials and other equipment stored off site because of delays in construction or unavailability of site access.
5. All approved variation works in progress. 80% of all unapproved variations of works in progress. In addition, initial progress claims will also include up to 10% of the contract value for mobilisation, project setting up, commitment to initial procurement of materials and subcontracts and other costs and obligations incurred at the commencement of the project.
6. For Light Fittings, Switchboards: Monthly progress claims based on the following milestones: 20% on placement of order 50% on delivery 25% on completion of fit out 5% on completion of works testing For General Works: Monthly progress claims based on the following milestones: 20% on placement of order 40% on completion of the rough-in 35% on completion of works and before certification is issued 5% on expiry of defects liability period

**1.3 TERMS OF PAYMENT:** Short Term Projects. Notwithstanding that the company, Dickson & Funke Pty. Ltd. may from time to time offer extended terms of payment, it reserves the right to require full payment of all indebtedness within:

1. For projects **under** \$2,000 7 days of the date of invoice relating to the delivery of goods or provision of services
2. For projects **over** \$2,000 30 days of the date of invoice relating to the delivery of goods or provision of services.

**1.4 INTEREST WHEN ACCOUNTS ARE OVERDUE:** We reserve the right to charge interest monthly at the rate of 2% per month on the monthly balance from end of month goods supplied if account becomes overdue. Part payments shall be firstly applied against interest.

**1.5 RECOVERY COSTS PAYABLE BY THE CUSTOMER:** We reserve the right to charge all costs incurred or which may be incurred in recovering or attempting to recover any goods or amount owed by the customer, including any debt collectors commission and any solicitors costs and charges incurred in recovering or attempting to recover any amount owed by the customer. Any part payment shall firstly be credited against interest then debt recovery charges.

**1.6 RETURN OF GOODS:** Credits will only be allowed if authorised by Dickson & Funke Pty. Ltd. (here after known as D&F ) and at a value calculated by D&F. Claims for credits must be made in writing within seven days of delivery and invoice number and date be quoted. Goods being returned are at the risk and cost of the customer at all times. Re stocking fees may apply.

### The Contract

**2.0 Price Basis** The price is quoted on the condition 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.

**2.1 Rise and Fall** Unless specifically stated in our quotation, our quotations are based on the cost of labour and materials at the date of the quotation and is subject to price variation in accordance with the National Electrical Contractors Association (State Chapter Victoria) Standard Price variation Formula. **2.2 Copper Variation** Due to the volatile price of copper and the international market, our price associated with copper based products, but not limited to cable has been calculated to include copper costs up to a price of \$9,000.00 A\$/per tonne based on the AEEMA Copper Cathode Index. Should our tender offer prove of interest, any offer by us will be reviewed and fixed at the time of entering into any agreements.

**2.3 Site Productivity Allowance** No allowances are made by DICKSON & FUNKE PTY. LTD. In our quotations unless stipulated by D&F in writing, for the payment of any special or Site Allowances. If these are applicable on any sites that we are engaged on, we would require reimbursement of direct costs plus statutory, overhead and administration costs of twenty five (25) percent.

**2.4 Site Amenities and Ablutions** We have assumed that all site amenities and ablutions will be provided by others free of charge to our company.

**2.5 Special Payments** Unless specifically stated in this quotation, no provision has been made the payment of any special site agreement, award or disability allowances.

**2.6 Site Inductions** Unless specifically stated in this quotation, no allowance had been made for any site inductions. These, where required, will be charged to the customer.

**2.7 Currency Exchange Rates** Where imported equipment is involved, the above price is based on the exchange rate at the time of tendering. Should the actual exchange rate vary from the Base Exchange rate, then the component of imported goods included in the tender price quoted would be adjusted accordingly.

**2.8 Liquidated Damages** Unless specifically stated on this quotation, we will not accept liquidated damages. Where acceptance of liquidated damages is specifically stated, these shall in any case be limited to a maximum of 1% of our Nett contract amount per week to an overall maximum of 5% of our nett contract amount and shall only then be applied where the cause for such damages is directly applicable to actions on our part.

**2.9 Confidentiality of Documents & Proprietary Information** Drawings, specifications and other information supplied by us as part of our tender shall be regarded as confidential, shall be used only for Technical Information, consisting of drawings, specifications, calculations and design shall remain our property and must not be copied or disclosed to any third party unless authorised by us.

**2.10 Consequential Loss Liability Limitation** Unless specifically stated otherwise in our quotation our liability for loss of production, loss of income, the opportunity to earn profits, the financial consequences of business interruption and indirect and consequential loss shall be limited to \$1.00.

**2.11 Title Risk Of Loss** Title of goods, services and works undertaken by DICKSON & FUNKE PTY. LTD. should not pass until full payment for the goods, services and work undertaken has been made by the purchaser. The purchaser hereby authorises and acknowledges that entry will be given to the premises where the goods have been delivered, or installed arrangements will be made for us to regain possession of the goods, for which full payment has not been made.

**2.12 Hazardous Materials** Unless specifically stated in this quotation, the quoted price is based on the assumption that the work for which this quotation is submitted will be executed in a hazardous material free environment. It is a strict condition of his quotation that the customer accepts full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of these materials in or about the site on which the works (or any part thereof) are to be performed.

**2.13 Work Site Access** We have based our offer on free and unrestricted access to all required work areas.

**2.14 Live Work Clause** It is our strict policy to undertake No live work or work near live conductors particular emphasis is placed on: Compliance with AS/NZA 4836:2001 "Safe working on Low Voltage Electrical Installations, relevant Commonwealth and State Statutory Acts and Work Place Regulations". Our No live work procedure is designed to eliminate risk of injury to our employees, damage to your installations and unexpected power disconnections. The above may require us to disconnect or isolate parts of the installation to undertake such work for which additional charges may be applicable.

Victoria's **Electricity Safety Act 1998** (the Act) requires that contractors and electricians do not expose themselves to unnecessary risks. It states that contractors and electricians must disconnect the power supply or take adequate precautions to prevent electric shock or injury.

<http://www.esv.vic.gov.au/campaigns/dont-work-live/>

**2.15 Cancellation Fees** If work is not able to be proceeded with as arranged and if no alternative activities can be undertaken at site, a cancellation fee of 20% of the contract will be charged if the work is confirmed with an agreed start date set and is then cancelled or re-scheduled, based on man hours and materials committed to the work at the time of cancellation where these are not able to be otherwise deployed.

**2.16 Service/Delivery By Instalments** Where it is practical, we reserve the right to deliver the goods, service 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 clauses " Terms of Payments" above.

**2.17 Delays/Prolongation** This quotation has been based on the understanding that the contract will be carried out as one continuous project, devoid of delay and with the provision of equipment and services by others as and when needed. Hold over time, waiting time, industrial disputes, inclement weather or any other time spent because of delays/prolongation caused by others will be charged at the applicable NECA standard or agreed contract hourly rates. Dickson & Funke Pty Ltd electrical contractors also reserves the right to claim for additional costs where the client requests acceleration of the works to meet revised programming.

**2.18 Site Conditions** This quotation is valid only if the site equipment/plant is in the same condition as stated when this quotation was prepared. Any additional costs incurred due to changes or further damaging of equipment by others will be deemed to be a variation to the contract.

**2.19 Delivery** Delivery periods quoted are subject to change and as such should be treated as estimates only. We will endeavour to meet delivery dates but do not accept and liability for failure to complete the contract within any specified delivery period unless specifically stated otherwise in our quotation.

**2.20 Performance and Performance Data** Performance data provided by us is based on our experience and from up to date regularly calibrated test equipment. Please be aware we can accept no liability if performance parameters are changed by the customer at the site after final testing and verification.

**2.21 Normal Working hours** Pricing: All written and verbally communicated prices are based on a standard 8 hour day, working hours 7.30am to 4.00pm Monday to Friday. All work performed outside normal standard working hours may incur additional costs at penalty or overtime rates at Dickson & Funke Pty. Ltd.'s sole discretion.

**2.22 Australian Standard AS2987** For any matters not specifically addressed in your enquiry or this quotation, our offer is based on AS2987 "General conditions of contract for the supply of equipment with or without installation"

**2.23 Inspection and Transportation** Upon completion of work, where applicable, the purchaser will be notified and invited to witness operational and electrical performance test prior to despatch. We will make every effort to pack and seal customers items to minimise vibration and the ingress of dust during transportation to site.

**2.24 Warranty** We warrant our workmanship for a period of 12 months from date of delivery. Our warranty is limited to making good or replacement of those parts of our supply, if found to be incorrectly connected or fitted. Where parts or goods are defective which have been supplied to us by others, these are subject to that manufacturer or supplier's warranty.

**2.25 Precedence** In the event of conflict between these conditions and those which may be included in, or implied by any document forming part of an enquiry, specification, quotation, order or contract, then these conditions prevail except in as far as they are expressly varied by us in writing or by law.

**2.26 Information and Drawings** All descriptive specifications, illustrations, drawings, dimensions etc, furnished by us are approximate only and are intended to be by way of general description of the goods or service and do not necessarily form part of the contract unless specifically identified as such by us in writing.

**2.27 Insurance** DICKSON & FUNKE PTY. LTD. Maintains adequate insurance that protects their property, in addition to the interests of Third Parties resulting from the negligence of Dickson & Funke Pty. Ltd.. The existing insurance program in force for Dickson & Funke Pty. Ltd. will not accept cross liability, waiver of subrogation,

agreement for hold harmless, insurer approval, indemnities arising from any cause, rectification, frustration, consequential losses, nothing of Joint/Co-insured's or permit agreement for insurers to notify insured parties direct. It will be purely at Dickson & Funke Pty. Ltd.'s , discretion whether it assumes the responsibility based on commercial/business practice.

**2.28 Non-solicitation** The customer/client agrees not to solicit or entice away from Dickson & Funke Pty. Ltd. (or attempt to do so) any employee, consultant or customer of Dickson & Funke Pty. Ltd. or engage any of Dickson & Funke Pty. Ltd. employees in any other capacity without prior notice and permission of Dickson & Funke Pty. Ltd..

**2.29 Breach of Contract** Dickson & Funke Pty. Ltd. shall not be liable or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of the specified Works if the delay or failure was due to any cause beyond Dickson & Funke Pty Ltd. control. Including but not limited to an act of god, government act, fire explosion, accident, discovery of hazardous material, civil commotion or industrial dispute.

**2.30 Electrical Safety** Please note that if during the course of installation when works are been conducted within and around switchboards that if the same is found defective or deemed to be unsafe by the Licensed A. Grade electrician you will immediately be notified. The power if isolated will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to 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 the chief electrical inspector as required.

**2.31 Break-up of Prices** The Break- up of prices quoted are submitted for the purpose of a guide only. Should any of the quoted figures be deleted from the contract, we reserve the right to revise the amount tendered.

**2.32 Contract Conditions** We advise that prior to acceptance of an order for works, the conditions of this contract will be mutually agreed with our company.

**2.33 CONSTRUCTION INDUSTRY SECURITIES OF PAYMENT ACT 2002 (VICTORIA)** All payment claims are made under the Building and Construction Industry Securities of Payment Act 2002 (Victoria) copy can be obtained at: [http://www.pic.vic.gov.au/resources/documents/SOP\\_Act.pdf](http://www.pic.vic.gov.au/resources/documents/SOP_Act.pdf)

### **3.0 Definitions**

**3.1 "D&F"** Shall mean "Dickson & Funke Pty. Ltd." its successors and assigns or any person acting on behalf of and with the authority of D&F

**3.2 "Client"** Shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by D&F Electrical to the Client.

**3.3 "Guarantor"** Means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.

**3.4 "Goods"** Shall mean Goods supplied by D&F Electrical Contractors to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by D&F Electrical Contractors to the Client.

**3.5 "Services"** Shall mean all Services supplied by D&F Electrical Contractors to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

**3.6 "Price"** Shall mean the price payable for the Goods or Services as agreed between D&F Electrical Contractors and the Client in accordance with clause 1.2 and 1.3 of this contract.

**4.0 PRIVACY STATEMENT:** All "personal information" (as defined in the *Privacy Act 1988 (Cth)*) supplied by the Customer (including any Credit Information) will be used by D&F Electrical Contractors for the purpose of processing this Credit Application and, subject to approval of the Application, will be used to administer the Trading Account ("primary purpose"). Personal information will not be disclosed to third parties unless this is consistent with the primary purpose or the disclosure is required or authorised by law. For the purpose of enforcing its rights under this Agreement, D&F Electrical Contractors may at times be required to disclose personal information to third parties such as debt collection agencies and legal service providers.