

STANDARD TERMS & CONDITIONS

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1. General

1.1 Opening statement

The following conditions apply to the provision of services by BW Thompson Electrical Pty Ltd. They shall supersede, without exception, all terms and conditions inferred or referenced to, within any purchase order issued to BW Thompson Electrical Pty Ltd unless agreed in writing prior to acceptance of a quotation.

1.2 Validity

Quotations are valid for a period of 30 days from date of offer. Beyond this period, pricing must be confirmed for this quote to remain valid. BW Thompson Electrical Pty Ltd reserves the right to withdraw a quotation at any time prior to acceptance.

1.3 Timing

BW Thompson Electrical Pty Ltd will liaise with the customer to work towards a suitable project timeline. We aim to commence works within 8 weeks on receipt of a purchase order and deposit if required.

2. Payments

2.1 Deposit and progress payments

If a deposit and/or progress payments are required, payment amounts and stages of work will be determined by BW Thompson Electrical Pty Ltd. This may be varied if agreed mutually in writing by both parties prior to acceptance or issuing of a purchase order.

2.2 Invoiced payments

Full payment is required within 14 days of receiving an invoice. Payment is to be made by Electronic Funds Transfer, cheque or credit card (a 2.4% surcharge will apply to all credit card payments). All cheques must be made out to BW Thompson Electrical Pty Ltd. This may be varied if agreed mutually in writing by both parties prior to acceptance or issuing of a purchase order.

2.3 Possession of supplied goods

All plant and material that form parts of the quoted project works remain the property of BW Thompson Electrical Pty Ltd until full and final payment are received.

2.4 Breach of payment conditions

If payments to BW Thompson Electrical Pty Ltd are not made within the agreed terms or if this agreement is terminated for any reason whilst there are outstanding monies owed by the client to BW Thompson Electrical Pty Ltd, the following will apply:

- 1) A compounding interest charge may be added to the amount owing and invoiced at the end of each month. This amount will be at BW Thompson Electrical Pty Ltd.'s discretion to cover interest charges and losses;
- 2) If demanded, the client will deliver possession of all plant & materials to BW Thompson Electrical Pty Ltd;
- 3) BW Thompson Electrical Pty Ltd, including any of its agents or employees, may without notice and at any time enter the location where BW Thompson Electrical Pty Ltd believes it's plant or material is located to remove and repossess without committing a trespass;
- 4) BW Thompson Electrical Pty Ltd will take no responsibility, nor be under any obligation to make good any resulting damage caused by such removal or repossession;
- 5) The client agrees to indemnify and maintain this indemnity against all liabilities, claims or costs suffered or incurred by BW Thompson Electrical Pty Ltd;
- 6) The client also grants an irrevocable licence to BW Thompson Electrical Pty Ltd, employees and agents to enter any of the premises controlled by the client for the purposes of removal or repossession of plant or equipment; and
- 7) BW Thompson Electrical Pty Ltd retains the right to take action for full contract price and/or any other loss suffered or incurred under this agreement.

3. Warranties

BW Thompson Electrical Pty Ltd provides a 2 year workmanship warranty on all installations. All materials provided are done so in good faith and are supplied from the manufacturer as fit for the purpose they have stated. Any and all warranties given by BW Thompson Electrical Pty Ltd with reference to this contract or at law are limited (to the extent permitted by law) by the following:

- 1) BW Thompson Electrical Pty Ltd will not be held liable for economic, indirect, consequential loss or damages nor for any transportation, installation costs, adjustments or other costs that may be resultant of BW Thompson Electrical Pty Ltd.'s or its contractors workmanship during the repairs of the project;
- 2) Warranty in respect to parts or products not manufactured by BW Thompson Electrical Pty Ltd will not be given and liability will be limited to the manufacturer warranty provided by the supplier; and
- 3) Any warranty provided by BW Thompson Electrical Pty Ltd does not extend to damages caused by an act, omission or otherwise by the client, its agents or employees. This includes any modification of BW Thompson Electrical Pty Ltd.'s workmanship or materials by the client or a faulty installation by the client or other parties.

4. Site amenities

It is assumed that these will be provided to BW Thompson Electrical Pty Ltd at no cost.

5. Normal working hours

Quotations are based on the client's ability to give unrestricted access to the Site during a normal 40 hour working week. If the client and/or others on site cause BW Thompson Electrical Pty Ltd to conduct its work outside of normal working hours, then these works and associated costs may be considered a variation within the contract. Normal working hours are defined as between Monday to Friday 7.30am to 4.00pm.

6. Contract delays

BW Thompson Electrical Pty Ltd will not be held liable for any costs or otherwise associated with delays which are defined as the following:

- 1) Breach of contract by the client;
- 2) Industrial action or embargo;
- 3) Inclement weather;
- 4) Changes to legislation occurring after the date of this contract;
- 5) Delays caused by municipal public or statutory authorities; and
- 6) Force majeure.

“Force majeure” is defined as:

- 1) An act of God, fire, flooding, cyclone, volcano or tsunami;
- 2) War and civil unrest; and
- 3) Any cause not under the reasonable control of BW Thompson Electrical Pty Ltd or its sub-contractors.

7. Variations

If at any time, BW Thompson Electrical Pty Ltd is of the opinion that a direction given by the client, whether it is written or oral, is a variation to the project works, then BW Thompson Electrical Pty Ltd will notify the client in writing. The above mentioned variation will be carried out at either our standard charge out rates or quoted as a separate job. The variation will not be carried out until an agreement is reached in writing between both parties.

8. Information provided

Quotations have been prepared based on the information provided. Whilst every care and due diligence is taken, any errors, omissions or otherwise resulting in a cost variation in addition a quotation will be at the client's expense unless agreed otherwise in writing prior to acceptance or a purchase order being issued.

9 Solar PV installations

In addition to our standard terms & conditions, the following conditions apply to solar PV installations

Definitions:

STC - Small Scale Technology Certificate

SAPN - SA Power Networks

- 1) BW Thompson Electrical Pty Ltd will handle STC and SAPN paperwork on the client/solar PV system owners behalf unless either they are unable to do so e.g. they must fill out specific documents or the client/solar PV system owner wishes to handle this paperwork themselves.
- 2) The client/solar PV system owner must ensure that they are eligible for STC's in relation to the quotation to receive the stated cost reduction on the system price.
- 3) It is assumed the client/solar PV system owner is assigning the STC rights to BW Thompson Electrical Pty Ltd unless advised otherwise in writing prior to acceptance of a quotation or a purchase order being issued.
- 4) The current price of STC's is subject to change and is therefore excluded from the 30 day term of quote validity.
- 5) The client will negotiate STC rebate amounts and terms with BW Thompson Electrical Pty Ltd prior in writing prior to acceptance of a quotation.
- 6) If the client/solar PV system owner wishes to retain the rights to and trade the STC's themselves, they will be required to pay the full quoted system cost, including the quoted system cost reduction and any GST.
- 7) Registration status for GST of the solar PV system owner must be confirmed. STC's are GST free unless they are traded by GST registered entities. If the solar PV system owner is not registered for GST and BW Thompson Electrical Pty Ltd is assigned the STC's from the solar PV system, they will be liable to pay the full cost of GST to BW Thompson Electrical Pty Ltd on the STC portion of this quotation.
- 8) SAPN fees are non-refundable. If the client wishes to proceed with a quotation, the application fees must be paid up front to determine suitability and eligibility of the site to connect to the infrastructure. It is the client/solar PV system owner's responsibility to ensure they meet all of SAPN's requirements or stipulations for a project to proceed.