

## QUOTATION TERMS & CONDITIONS

### ITEM 1 ACCEPTANCE OF QUOTATION

1.1 Quotations are valid for 30 days from the date of provision. RPA Electrical Pty Ltd may extend this period by notification and in mutual agreement with the client.

1.2 Quotations must be accepted before works will be scheduled.

### ITEM 2 WITHDRAWAL OR REVISION OF QUOTATION

2.1. RPA Electrical Pty Ltd reserves the right to revise or withdraw any quotation at any time prior to the quotation being formally accepted.

2.2 Should the scope of works be changed from the time of quotation, RPA Electrical Pty Ltd will either re-quote the project or list the additional works as a formal and paid variation for the project.

### ITEM 3 VARIATIONS

3.1 Should the scope of works vary or increase, RPA Electrical Pty Ltd will charge accordingly for variations.

Variations will be noted as follows:

- State the scope of works which is the subject of the variation
- The change in price by reason of the variation including additions to be charged; and
- deletions to be made to the project account and end fee

3.2 The variation document must be signed or digitally accepted by the customer before RPA Electrical Pty Ltd will commence the works requested.

### ITEM 4 PAYMENT

4.1 Requested works by the Customer to RPA Electrical Pty Ltd with or without prior quotation constitutes acceptance of booking and work to be performed and that RPA Electrical Pty Ltd is contracted to complete the works. The Customer agrees they are liable for payment for all labour and materials required for job completion.

4.2 RPA Electrical Pty Ltd payment schedule for full builds, major electrical installations and air conditioner installations is 50% prior to commencement, 50% after completion and testing.

4.3 For all other works, payment is required 7 days from date of invoice unless other payment terms agreed.

4.4 Payment can be made via cash, direct deposit or credit card (surcharge applies).

4.5 In the event that a payment is dishonoured for any reason, the Customer shall be liable for any dishonour fees incurred by RPA Electrical Pty Ltd.

### ITEM 5 PAYMENT DEFAULT

5.1 Invoices that are not settled on the due date of invoice will be deemed a payment default.

5.2 Payment defaults may be charged interest at a rate of 5% per 30 days until the date of payment.

5.3 Payment defaults that are 30 days or more overdue may be handed over to a debt collection agency. In this instance, the Customer agrees to indemnify RPA Electrical Pty Ltd from and against all costs and disbursements incurred by RPA Electrical Pty Ltd in pursuing the debt including legal costs for a solicitor and any applicable collection agency costs. These costs will remain at the expense of the Customer(s).

5.4 If at any time, RPA Electrical Pty Ltd believes the client is in breach of any obligation outlined within these terms and conditions (including those relating to payment), RPA Electrical Pty Ltd may suspend or terminate the supply of goods and

services to the Client. RPA Electrical Pty Ltd will not be liable to the Customer for any loss or damage incurred as a result of RPA Electrical Pty Ltd exercising its rights under this clause.

#### ITEM 6 CANCELLATION

6.1 Cancellation for projects can be made at no penalty where notice of more than 3 business days is made by the Customer from the date of the project booking.

6.2 Cancellation of less than 3 days may incur a lost booking surcharge of \$100.00+g.s.t. The customer will also be charged for any incidentals purchased for the purpose of that booking.

6.3 No charges will apply for customers looking to reschedule their booking provided that the rescheduled project appointment falls no later than 30 days from the original booking date.

6.3 No charges will apply for customers looking to reschedule their booking pertaining to reasons stipulated in ITEM 12 COVID-19

#### ITEM 7 RISK AND OWNERSHIP

7.1 Risk of loss, damage or destruction to the materials, equipment, electrical article or product or any part thereof shall pass to the Customer on installation.

7.2 In connection with the materials, equipment, electrical article or product while they remain the property of RPA Electrical Pty Ltd, the Customer agrees with the RPA Electrical Pty Ltd that:

(a) the Customer has no right or claim to any interest in the materials to secure any liquidated or unliquidated debt or obligation RPA Electrical Pty Ltd owes to the Customer;

(b) the Customer cannot claim any lien over the materials;

(c) the Customer will not create any absolute or defeasible interest in the materials in relation to any third party except as may be authorised by RPA Electrical Pty Ltd.

(d) where the Customer is in actual or constructive possession of the materials the Customer will not deliver them or any document of title to the materials to any person except as directed by RPA Electrical Pty Ltd.

(e) where the Customer is in possession of the materials as a bailee of those materials and owes RPA Electrical Pty Ltd the duties and liabilities of a bailee.

7.3 In connection with the materials, RPA Electrical Pty Ltd states to the Customer that:

(f) RPA Electrical Pty Ltd has the right to supply the materials to the Customer;

(g) the activities of RPA Electrical Pty Ltd in supplying the materials do not infringe the rights of the owner of the materials (where RPA Electrical Pty Ltd is not the owner of the materials);

(h) if the materials are not owned by RPA Electrical Pty Ltd, that RPA Electrical Pty Ltd is authorised to supply the materials to the Customer.

7.4 RPA Electrical Pty Ltd and the Customer agree that:

(i) the property of RPA Electrical Pty Ltd in the materials remains with RPA Electrical Pty Ltd until RPA Electrical Pty Ltd has received payment in full of the Price and any other monies due to RPA Electrical Pty Ltd under these Terms & Conditions or any Contract between the parties;

(j) the Customer is a bailee of the materials until such time as property in them passes to the Customer and that such bailment continues until the Price of the Contract has been paid in full;

(k) pending payment in full of the Price under the Contract, the Customer:

- (i) must not supply any of the materials to any person;
- (ii) must not allow any person to have or acquire any security interest in the materials;
- (iii) must insure the materials for their full insurable or replacement value (whichever is the higher) with any insurer licenced or authorised to conduct the business of insurance in the place where the Customer carries on business; and
- (iv) must not remove, deface or obliterate any identifying plate, mark or number on any of the materials.

#### ITEM 8 WARRANTY FOR ITEMS SUPPLIED BY THE CLIENT

8.1 RPA Electrical Pty Ltd maintains no legal liability for material items supplied by the client. In these instances, the goods will be tested and deemed fit for purpose at the point of installation and any faults or failures associated with these products at this point or in the future, remain the responsibility of the manufacturer (and its associated warranty).

8.2 RPA Electrical Pty Ltd shall not be bound by or remain responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the goods.

8.3 Any request for rectification of materials supplied by the client will incur charges for labour and associated travel.

#### ITEM 9 LIMITATION OF LIABILITY & EXCEPTED RISKS

9.1 The Customer acknowledges that they have made their own assessment as to the condition, quality, value, suitability and fitness for the purpose of RPA Electrical Pty Ltd.

9.2 RPA Electrical Pty Ltd shall not be liable for any delay or failure to perform its obligations under these Terms & Conditions or any Contract between the parties if such failure or delay results directly or indirectly from any cause, matter or thing beyond the reasonable control of the Contractor, including but not limited to:

- (a) any act, default or omission on the part of the Customer, its employees and or agents; or
- (b) any events occurring on or before Completion Date including but not limited to: –
  - (i) damage by fire, explosion, earthquake, lightning, storm, flood, acts of God, civil or military authority, public enemy, war, civil commotion, strikes, labour disputes or industrial conditions;
  - (ii) electric power supply failure;
  - (iii) inclement weather;
  - (iv) unavailability of suitable materials or parts;
  - (v) failure of transportation affecting the Contractor, its supplier or any other person company or firm;
  - (vi) latent conditions;
  - (vii) variations directed by the customer;
  - (viii) changes in the law; or
  - (ix) directions or delays by municipal, public or statutory authorities

9.3 RPA Electrical Pty Ltd 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 RPA Electrical Pty Ltd of these terms and conditions.

9.4 In the event of any breach of this contract by RPA Electrical Pty Ltd the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods and services.

9.5 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by RPA Electrical Pty Ltd nor to withhold payment of any invoice because part of that invoice is in dispute.

## ITEM 10 COMPLIANCE

10.1 The Customer and RPA Electrical Pty Ltd shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.

10.2 All works completed by RPA Electrical Pty Ltd are compliant with AS/NZS 3000 standards.

10.3 Where required, the Customer shall obtain (at their own expense) all licenses and approvals that may be required for the works.

10.4 The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

10.5 RPA Electrical Pty Ltd reserves the right to suspend services should they identify the site does not comply accordingly with occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation. In this instance, RPA Electrical Pty Ltd will not be liable for any losses or damages incurred by the Customer while these safety breaches are rectified or resolved.

## ITEM 11 GENERAL

11.1 These terms and conditions and any contract to which they apply shall be governed by the laws of South Australia and are subject to the jurisdiction of the courts of South Australia.

11.2 RPA Electrical Pty Ltd may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

11.3 RPA Electrical Pty Ltd may make mention of any project for marketing and public relations purposes.

## ITEM 12 COVID-19

12.1 RPA Electrical Pty Ltd staff may be under isolation and testing directives due to Covid-19, bookings may be subject to change at any time at no charge.

12.2 RPA Electrical Pty Ltd reserves the right to cancel or postpone any booking/contract date due to Customer or any other person on job site is suspected or confirmed of having contracted Covid-19 and is currently symptomatic.