



Quotation Work Terms and Conditions

This quotation is valid for 30 days from date of quotation, unless otherwise specified within the quotation.

Payment terms are strictly 14 days for B2C clients and 30 nett to end of month for B2B Clients, from date of invoice progress payment (for quotations over \$10,000 apply).

Allow time for delivery of parts and to schedule works from receipt of your authority to proceed with quotation, we will inform you.

Any quotation that is for a total sum of \$2,000 will require a 30% deposit before the commencement of works.

It is the client's responsibility to provide safe access onto roof, work areas, and locked access ensuring site conforms to all Australian standards and Workcover requirements.

Specifics of these Terms and Conditions:

REPAIRS OR REPLACEMENT PARTS

If, whilst any work is being performed, it is found that any item of equipment or parts require replacement, outside of the quoted description such matter, where applicable, is to be referred to the proprietor or his agent for authorisation. A price will be quoted for such replacement by Raffin Electrical Contractors Pty Ltd.

Note: Clients with preventative maintenance agreements are given priority over "random callers" in the event of a breakdown.

1. Definitions "Customer/Client" means the person/s placing the order for Works and/or products supplied by Raffin Electrical Contractors Pty Ltd to the Customer/Client as specified in any invoice, document or order. The Customer/Client warrants that they have the power to enter into this agreement and has obtained all necessary authorisations to allow them to do so.

"Raffin Electrical Contractors Pty Ltd" means the Business that the Customer/Client is contracting with whose business name and ABN appears on the quotation, invoice, receipt or "Terms Conditions and Agreement" (TCA) provided to the Customer/Client.

"Quote" means any document containing a price for Works, including but not limited to Tax Invoices, quotations generated by computer or tablet devices or handwritten quotations.

"Works" means any services rendered, products delivered or any future or completed work done by Raffin Electrical Contractors Pty Ltd.

2. Binding Nature



(A) All orders placed with Raffin Electrical Contractors

Pty Ltd shall only be accepted subject to *these* Terms and Conditions. The Customer/Client has exclusively accepted and is immediately bound by these Terms and Conditions if the Customer/Client places an order for the product/s or services, signs any Quote, pays the deposit, continues to provide instructions and/or accepts the product/s or Works.

(B) Raffin Electrical Contractors Pty Ltd may, at any time, alter these Terms and Conditions and such altered Terms and Conditions shall apply after notification by Raffin Electrical Contractors Pty Ltd to the Customer/Client.

3. Pricing

(A) If there is any error or omission in the Quote, Raffin Electrical Contractors Pty Ltd reserves the right to change the contract sum on the Quote. This clause applies even if the Quote has been accepted by the Customer/Client. Prices quoted are subject to final costing assessment by Raffin Electrical Contractors Pty Ltd.

(B) Upon acceptance of the Quote by the Customer/Client, Raffin Electrical Contractors Pty Ltd may require a deposit to be paid prior to any Works being commenced by Raffin Electrical Contractors Pty Ltd. This deposit is at the sole discretion of Raffin Electrical Contractors Pty Ltd.

(C) Notwithstanding any other clause, the sum on the Quote will only be valid for 30 days from the date of the quotation. Raffin Electrical Contractors Pty Ltd reserves the right to make any changes to the Quote if the 30 days lapses.

(D) At Raffin Electrical Contractors Pty Ltd 's sole discretion a portion of or the full amount of the deposit may be non-refundable. The amount that is non-refundable is a true estimate of costs and expenses spent to date.

(E) Raffin Electrical Contractors Pty Ltd reserves the right to make any changes to the quotation including but not limited to the contract sum if either:

- I. a variation is requested by the Customer/Client, or
- II. a Quote has not been fulfilled within 30 days of the date the Quote was produced.

Any variation from the quotation, schedule works or specifications will allow Raffin Electrical Contractors Pty Ltd the right to stop the progress of any works until Raffin Electrical Contractors Pty Ltd and the Customer/Client agree to changes. Payment for all variations must be made in full at the time which they are raised.

(F) After Raffin Electrical Contractors Pty Ltd accept your order you may not cancel the order unless Raffin Electrical Contractors Pty Ltd agree in writing. Raffin Electrical Contractors Pty Ltd reserve the right to supply an order in full or only in part.

4. Terms of Payment

(A) The Customer/Client shall make payment according to the Quote or unless the Customer/Client has been granted a credit account. Granting of a credit account shall be at the absolute discretion of Raffin Electrical Contractors Pty Ltd and unless otherwise demanded by Raffin Electrical Contractors Pty Ltd the Customer/Client granted credit account shall make payment within the terms approved in the credit account.



(B) If the Customer/Client fails to make payment in accordance with clause 4(A), Raffin Electrical Contractors Pty Ltd shall be entitled to:

- I. Require the payment of cash upon delivery and commencement of any further Works;
- II. Charge default interest at the rate of 9% per annum on all overdue amounts (including late payment charges and amounts other than the contract sum) calculated on a day to day basis on any monies due but unpaid, such interest to be computed from the due date for payment AND the parties agree that such default is not a penalty but is a true measure of damages incurred by Raffin Electrical Contractors Pty Ltd . Payments received from the Customer/Client will be credited first against any default interest and all such charges shall be payable upon demand;
- III. Claim from the Customer/Client all costs relating to any action taken by Raffin Electrical Contractors Pty Ltd to recover moneys or goods due from the Customer/Client including, but not limited to, any legal costs and disbursements on a solicitor-client basis;
- IV. Cease any further Works for the Customer/Client and terminate any agreement in relation to services and/or products that have not been provided or delivered; and

(C) The Customer/Client shall not be entitled to set off against, or deduct from the contract sum, any sums owed or claimed to be owed to the Customer/Client by Raffin Electrical Contractors Pty Ltd nor to withhold payment of any invoice because part of that invoice is in dispute.

5. Completion Time

(A) Any date or time quoted for delivery and completion of the Works is an estimate only and Raffin Electrical Contractors Pty Ltd shall endeavour to complete the Works at a time or times required by the Customer/Client, but failure to do so shall not confer any right of cancellation, termination or refusal of delivery on the Customer/Client's part or render Raffin Electrical Contractors Pty Ltd liable for any loss or damages directly or indirectly sustained by the Customer/Client as a result thereof.

(B) The Customer/Client will not be relieved of any obligation to accept or pay for products by reason of any delay in delivery or any strike, lockout, unavailability of raw materials, accidents to machinery, differences with workmen, breakdowns, shortages of supplies or labour, fires, floods, storm or tempest, transport delays, acts of God, restrictions or intervention imposed by any Laws, regulations, Governments or agency's thereof and any other cause beyond the control of Raffin Electrical Contractors Pty Ltd or any other cause whatsoever.

6. Inspection

(A) The Customer/Client shall examine the products immediately after delivery and Raffin Electrical Contractors Pty Ltd shall not be liable for any mis delivery, shortage, defect or damage unless Raffin Electrical Contractors Pty Ltd receives details in writing within 14 days of the date of delivery of the products.

(B) If Raffin Electrical Contractors Pty Ltd are employed to install said product/s the Customer/Client shall not open, dismantle or otherwise handle the product/s.



7. Property and Risk

(A) Notwithstanding delivery of the product/s or their installation, property in any given products shall remain with Raffin Electrical Contractors Pty Ltd until the Customer/Client has paid and discharged any and all other indebtedness to Raffin Electrical Contractors Pty Ltd on any account whatsoever including all applicable sales taxes and any other taxes, levies and duties. Any payment made by or on behalf of a Customer/Client which is later voided by the application of any Statutory Provision shall be deemed not to discharge the Customer/Client's indebtedness and in such an event the parties are to be restored to rights which each respectively would have had if the payment had not been made.

(B) The Customer/Client acknowledges that they are in possession of the products solely as a bailee for Raffin Electrical Contractors Pty Ltd until payment as defined in clause 4(A) has been made in full to Raffin Electrical Contractors Pty Ltd and until such payment, the Customer/Client shall be fully responsible for any loss or damage to the goods whatsoever and howsoever caused following delivery.

8. Force Majeure

Raffin Electrical Contractors Pty Ltd shall not be liable for any failure or delay in supply or delivery of the products or Works where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of Raffin Electrical Contractors Pty Ltd including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

9. Products and Works

If any products and Works specified within a Raffin Electrical Contractors Pty Ltd quotation are unavailable at the time of the works being carried out, Raffin Electrical Contractors Pty Ltd in its absolute discretion may substitute a reasonable alternative.

10. Warranties

(A) To the extent required by statute, subject to the conditions of warranty as may be set out in *The Australian Consumer Law* located in *Schedule 2 of the Competition and Consumer Act 2010 (Cth)* Raffin Electrical Contractors Pty Ltd warrants that if a defect in any of the Works carried out by Raffin Electrical Contractors Pty Ltd is reported to Raffin Electrical Contractors Pty Ltd within 12 months of the date of completion, then Raffin Electrical Contractors Pty Ltd will either replace or remedy the Works subject to these Terms and Conditions.

(B) This warranty will not be applicable in any of the following:

- I. Defect or damage caused which may be caused or partly caused by or arising through the failure of the Customer/Client to properly maintain, operate the equipment, follow any instructions or guidelines provided by Raffin Electrical Contractors Pty Ltd, use of any Works in any other way than is outlined in the quotation or by the Customer/Client's negligence.



- II. The Customer/Client continues to use any of the works after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user.
 - III. The Customer/Client allows someone other than a licensed professional to deal with the products.
 - IV. If the works fail due to fair wear and tear, any accident or act of God.
 - V. Wear tear and mechanical failure impacting services or products supplied being affected is not covered under warranty.
- (C)** The warranty shall cease, and Raffin Electrical Contractors Pty Ltd shall thereafter in no circumstances be liable under the terms of the warranty if the works are repaired, altered or overhauled without Raffin Electrical Contractors Pty Ltd 's express written consent.
- (D)** In respect of all claims, Raffin Electrical Contractors Pty Ltd shall not be liable to compensate the Customer/Client for any delay in either replacing or remedying the workmanship or in properly assessing the Customer/Client's claim.
- (E)** If Raffin Electrical Contractors Pty Ltd must make an inspection outside of our premises, Raffin Electrical Contractors Pty Ltd may charge the Customer/Client for all reasonable costs incurred including labour, travelling and other out-of-pocket expenses incurred if the fault or defect is deemed to be outside this warranty.
- (F)** Where the Customer/Client seeks to have defective goods replaced, Raffin Electrical Contractors Pty Ltd must have received notice within 6 months of the Customer/Client receiving them and the goods must be returned to Raffin Electrical Contractors Pty Ltd within 12 months of the Customer/Client receiving them.
- (G)** Components and parts from third party suppliers are subject to the same warranty (if any) as is extended to Raffin Electrical Contractors Pty Ltd by the supplier.
- (H)** If Raffin Electrical Contractors Pty Ltd replace defective goods, ownership in those defective goods transfers wholly and unconditionally to Raffin Electrical Contractors Pty Ltd.
- (I)** If a claim is made by a Customer/Client and Raffin Electrical Contractors Pty Ltd, after assessing the item, deem this to be out of warranty, Raffin Electrical Contractors Pty Ltd will make reasonable attempts to contact the Customer/Client to arrange for the items to be returned. If, after 30 days, the Customer/Client has not made arrangements to have the goods returned, Raffin Electrical Contractors Pty Ltd may dispose of the goods at the Customer/Client's expense.

11. Customer/Clients Acknowledgements

- (A)** It is the sole responsibility of the Customer/Client to check and confirm the order with Raffin Electrical Contractors Pty Ltd prior to signing the Quote. Raffin Electrical Contractors Pty Ltd will not be held liable for incorrect orders.
- (B)** It is the responsibility of the Customer/Client to ensure that the Works can be completed without interruption, in a continuous work flow and on the mutually agreed date. Raffin Electrical Contractors Pty Ltd reserves the right to charge the Customer/Client any extra costs incurred by Raffin Electrical Contractors Pty Ltd by virtue of interruption including but not limited to additional return to site charges and travel costs. The Customer/Client shall be fully responsible to ensure that plumbing, electrical installations and any other installations not



specified within this quotation do not foul the work area and associated areas. The Customer/Client shall be fully responsible for any necessary foundations.

(C) The Customer/Client shall ensure that Raffin Electrical Contractors Pty Ltd has clear and free access to the work site at all times to enable them carry out the Works. Raffin Electrical Contractors Pty Ltd shall take all due and reasonable care when delivering and installing the product/s in accordance the Terms and Conditions. Raffin Electrical Contractors Pty Ltd shall not be liable for any loss or damage to the site.

(D) The Customer/Client accepts all liability for, and indemnifies Raffin Electrical Contractors Pty Ltd against, any custom orders or additional requests that are outside the usual scope of works, including but not limited to anything that is labelled as a “client/Customer requirement”. The usual scope of works, and what is outside same, is determined solely by Raffin Electrical Contractors Pty Ltd.

(E) Raffin Electrical Contractors Pty Ltd accepts no liability for the visual presentation or noise levels of installed products.

12. Termination

(A) If the Customer/Client fails to comply with any of these Terms and Conditions or being a natural person or persons commits any act of bankruptcy or being a corporation passes a resolution for winding up or liquidation (other than for the purposes of reorganisation or reconstruction) or enters into any composition or arrangement with creditors or if a receiver or manager is appointed for any property or assets of the Customer/Client or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a Liquidator or Provisional Liquidator is appointed, Raffin Electrical Contractors Pty Ltd may, in addition to exercising all or any of its rights against the Customer/Client, suspend any further deliveries and immediately recover possession of any products not paid for in accordance with the Terms and Conditions. Raffin Electrical Contractors Pty Ltd will not be liable for any loss or damage the Customer/Client suffers as a result of Raffin Electrical Contractors Pty Ltd exercising its rights under this Clause.

(B) If a Customer/Client cancels or alters any order or part order for any product at any time after Raffin Electrical Contractors Pty Ltd has received the order then Raffin Electrical Contractors Pty Ltd reserves the right to charge to the Customer/Client the cost of any product/s or materials already acquired for the order together with cost of labour and tooling expended to the date of such cancellation or alteration. This is a genuine estimate of costs and expenses incurred by Raffin Electrical Contractors Pty Ltd to date.

(C) Raffin Electrical Contractors Pty Ltd reserves its rights as Seller under the *Sale of Goods Act* or similar State or Territory laws.

13. Personal Property Securities Act 2009 (“PPSA”)

(A) The Customer/Client acknowledges and agrees that:



- I. this agreement constitute a security agreement for the purposes of the PPSA and creates a registrable security interest under the PPSA in all materials supplied or will be supplied by Raffin Electrical Contractors Pty Ltd to the Customer/Client;
 - II. Raffin Electrical Contractors Pty Ltd has the right to register a financing statement under the PPSA with respect to the security interest created by this agreement;
 - III. if Raffin Electrical Contractors Pty Ltd registers a security interest under the PPSA, Raffin Electrical Contractors Pty Ltd may exercise any or all remedies afforded to it as a secured party, without prejudice to any other rights or remedies arising out of a breach by the Customer/Client of any agreement with Raffin Electrical Contractors Pty Ltd; and
 - IV. the materials supplied or will be supplied by Raffin Electrical Contractors Pty Ltd to the Customer/Client are collateral for the purposes of the PPSA.
- (B)** The Customer/Client waives any right the Customer/Client has under the PPSA to receive notice in relation to registration events.
- (C)** The Customer/Client and Raffin Electrical Contractors Pty Ltd agree that neither party will disclose information of the kind specified under Section 275(1) of the PPSA.
- (D)** Raffin Electrical Contractors Pty Ltd may elect, at its absolute discretion and at any time, that any section of the PPSA specified in Section 115 will not apply to the extent permitted by Section 115.
- (E)** This clause shall survive the Termination of the Contract.

14. Privacy Act 1988

- (A)** The Customer/Client hereby acknowledges that:
- I. Raffin Electrical Contractors Pty Ltd collects personal information such as contact details, bank account details, insurance details and credit card details and holds such information for seven (7) years. The purpose of the collection of personal information is only for internal use.
 - II. they have been informed by Raffin Electrical Contractors Pty Ltd that personal information about them may be disclosed to or acquired from or to a credit reporting agency.
 - III. if they require further information regarding Raffin Electrical Contractors Pty Ltd Privacy Policy, they may obtain same by providing notice to Raffin Electrical Contractors Pty Ltd.
- (B)** The Customer/Client hereby agrees:
- I. that Raffin Electrical Contractors Pty Ltd may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.
 - II. To Raffin Electrical Contractors Pty Ltd receiving from any other credit provider or providing to any credit provider any information whether by way of report record or otherwise relating to credit worthiness for the purposes of exchanging information, assessing credit worthiness and notification of default at any time whether now or in the future.
 - III. To Raffin Electrical Contractors Pty Ltd obtaining from a credit reporting agency a credit report on the Customer/Client for the purposes of assessing any credit application and



the Customer/Client further consents to Raffin

Electrical Contractors Pty Ltd obtaining such reports from time to time for the purposes of assessing credit worthiness during the continuance of credit provision.

- IV. To Raffin Electrical Contractors Pty Ltd obtaining from a business which provides credit information a report or information in relation to the Customer/Client's commercial credit worthiness or commercial dealings and using such information for the purpose of assessing the Customer/Client's application for credit.
- V. That, in the event of default of payment of any of their debts, Raffin Electrical Contractors Pty Ltd may disclose all information relating to the Customer/Client's account to its collection agency for the purpose of receiving any or all amounts outstanding.

15. General

(A) If any clause or part thereof of these Terms and Conditions is invalid or not enforceable in accordance with its terms, all other terms or parts thereof which are self-sustained and capable of separate enforcement without regard to the invalid or unenforceable clause or part thereof is and will continue to be valid and enforceable in accordance with its term.

(B) The Customer/Client agrees that these Terms and Conditions are governed by and construed in accordance with the laws of the State or Territory of Australia from which this document is issued and the Customer/Client and Raffin Electrical Contractors Pty Ltd submits to the non-exclusive jurisdiction of the Courts of the State or Territory of Australia from which this document is issued.

(C) Subject to other clauses in these Terms and Conditions and implied provisions, Raffin Electrical Contractors Pty Ltd shall not be liable whatsoever to the Customer/Client for any indirect, consequential loss and/or expense (including loss of profit) suffered by the Customer/Client arising out of a breach by Raffin Electrical Contractors Pty Ltd of these Terms and Conditions. In the alternative, Raffin Electrical Contractors Pty Ltd's liability shall be limited to damages not exceeding the contract sum of the order.

(D) Raffin Electrical Contractors Pty Ltd may assign all or any part of its rights and obligations without the Customer/Client's consent.

16. Amendments

Should you not understand anything stated in these Terms and Conditions or wish to request any amendments, please contact Raffin Electrical Contractors Pty Ltd. If you give us instructions to proceed after receiving these Terms and Conditions, same is taken as acceptance of the terms as disclosed herein