



KADA SYSTEMS

ELECTRICAL | AIR CONDITIONING | PLUMBING

TERMS & CONDITIONS - CUSTOMERS

These are the Contractor ("we" "our" "us") standard Terms and Conditions which will apply to every contract when the Customer ("you") engage us (the Contractor) to perform services. When providing our services, we may also need to supply product/s.

The Contractor reserves the right to amend these Terms and Conditions from time to time at their discretion. Any changes made in such revision take immediate effect once the Customer is notified of such a change.

ENGAGEMENT

1. The Contractor represents and warrants that the Contractor has all the necessary skills, knowledge, experience and expertise to perform the services and will perform the service in a proper and competent manner.
2. The Contractor holds all necessary licences, insurances and permits required in order to allow the Contractor to perform the services. Where there are any applicable industry standards and codes, they will at all times be complied with by the Contractor. The Contractor will be responsible for the obtaining of necessary Electrical Work approval permits from requisite Government authorities. The Contractor and all the Contractor's employees and permitted sub-contractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the service to the required standards and codes.
3. The Customer is responsible for acquiring necessary consents from Government and / or other authority – including any customer internal authority, with regard but not limited to matters such as environmental approvals, land use, rights of way etc.
4. Where any manuals or drawings are required in order for the Customer to enjoy or use the services or as a legal requirement, the Contractor will provide these to the Customer as hard copy and or electronic form as the Customer may reasonably require and for no additional fee. Where the Customer requires additional copies or replacement copies the Contractor may charge additional fees for the provision of such additional or replacement manuals or drawings.
5. If an event occurs that is beyond the reasonable control of the Contractor which prevents the Contractor from performing the service on or by the date agreed, the Contractor will immediately notify the Customer and give an estimate of the time for completion of the service. The Contractor will make all reasonable efforts to minimise any inconvenience to the Customer.
6. The Contractor will provide all equipment and all materials as may be necessary to properly and efficiently perform the service. Unless otherwise agreed in writing all materials including products supplied will be new and of high quality fit for their purpose. All Contractor equipment will be safe for use, be properly maintained and capable of being used to carry out the service.
7. If the Customer requires a variation to the service, the Contractor will provide a quotation for performing the service as varied for which an additional sum will be added to the price if accepted by the Customer. If the Customer does not accept the quotation, the Contractor is not obliged to carry out the variation. Customer acceptance of the variation will be by means of either issuing a purchase order referencing the variation quotation or by signing and stating the Customer's agreement to the quotation and returning it to the Contractor. The Contractor will not undertake any requested variation until and after written agreement as detailed above is provided.
8. The Contractor may use sub-contractors to provide some of the service. In such circumstances, the Contractor will ensure that:
 - a. the sub-contractors so engaged are suitably qualified, hold all necessary licences and are otherwise able to perform the service in a proper and workman-like manner;
 - b. the sub-contractors so engaged, do not by act or omission do or not do anything that would, if done or not done by the Contractor be a breach any of these terms;
 - c. the sub-contractors so engaged have current or necessary insurances.
9. The Contractor is solely responsible for all fees payable to sub-contractors.

ACCEPTANCE OF THESE TERMS

10. Any act by the Customer or those legally acting on behalf of the customer which requests the Contractor to begin performing any services or providing any materials will be deemed as acceptance of these Terms and Conditions.
11. Once these Terms and Conditions are accepted they are irrevocable and cannot be amended without the written consent of the Contractor.
12. In the event there is more than one party as a Customer to these Terms and Conditions, all Customers will be jointly liable for these Terms and Conditions.

13. Should the Customer cancel the engagement of the Contractor after it has been accepted the Customer agrees they may be held liable for any reasonable costs incurred by the Contractor in relation to the provision of the services and/or provision of products up to the point of cancellation including but not limited to restocking fees, non-recoverable freight charges, cost of permits and approvals, design and drafting expenses and labour.

QUOTES, INVOICES AND PAYMENT

14. A quote provided by the Contractor will remain valid for thirty days unless otherwise expressly stated. On expiry of that period, if the Customer wishes to proceed a quote revision will need to be provided prior to the Contractor undertaking the service.
15. The Customer will pay the Contractor's fee in accordance with the Terms of the Contractor's quotation, Customer Trade Account or as defined in quotation. The price excludes GST.
16. The Contractor will issue a tax invoice for the service setting out the service performed, including any variation, the date the service was performed and by whom. The tax invoice will also separately identify all expenses and any GST payable. This tax invoice will include the final price for the services performed and any goods provided, this price may vary from the quoted price if authorised variations have been agreed to during the execution of the services.
17. Payment of the Contractor's tax invoice must be made in any of the following manner: Credit card, cheque, electronic transfer to the Contractor's bank account or Cash. Payment by Cheque will only be accepted where the Customer has a Trade Account with the Contractor or the Customer provides photographic Identification that states name, date of birth and residential address of the Customer.
18. Where the Customer fails to pay any tax invoice on or before the due date, the Customer agrees that the Contractor will add interest to the total outstanding amount at the rate of $\frac{1}{12}$ of the Commonwealth Bank Overdraft interest rate per calendar month and that the Customer will be liable to pay an accrued interest in addition to the outstanding amount.
19. In the event the Customer defaults in payment of an invoice, the customer shall indemnify the Contractor from any costs incurred by the Contractor in recovering the outstanding amount, including but not limited to solicitors fees. We retain title to any Equipment and services (even if You go into liquidation or become bankrupt) until we receive payment in full.
20. The Customer is not entitled to deduct any invoiced amount from any amounts owing to the Customer by the Contractor. You are not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with any Equipment or service supplied in any way until title has passed to you on full payment being received by us for any equipment, material and / or services provided.
 - a. In no circumstances prior to full payment being received by us will the any equipment, materials and/or services supplied by the us be deemed to be a fixture. You consent to Us affecting and maintaining a registration on the register (in any manner we consider appropriate) in relation to any security interest contemplated or constituted by this Contractor Agreement in the Equipment and/or services and the proceeds arising in respect of any dealing in the Equipment and / or services and You agree to sign any documents and provide all assistance and information to Us required to facilitate the registration and maintenance of any security interest. We may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest). You waive the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of any Equipment, materials and/or services supplied by us.
 - b. You undertake to: do anything (in each case, including executing any new document or providing any information) that is required by Us (i) so that We acquire and maintain one or more perfected security interests under the PPSA in respect of the Equipment and its proceeds, (ii) to register a financing statement or financing change statement and (iii) to ensure that Our security position, and rights and obligations, are not adversely affected by the PPSA; (iv)not register a financing change statement in respect of a security interest contemplated or constituted by this Hire Agreement without Our prior written consent; and (v)not register, or permit to be registered, a financing statement or a financing change statement in relation to any Equipment, Material and or/services supplied by us in favour of a third party without Our prior written consent.
 - c. If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Contractor Agreement and: (i)section 115(1) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and You will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and (b) section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and You will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
 - d. Unless otherwise agreed and to the extent permitted by the PPSA, You and We agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an

interested person. You waive any right You may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information. For the purposes of section 20(2) of the PPS Act, the collateral is Equipment, Material and/or services supplied by us under this contractor agreement. This Agreement is a security agreement for the purposes of the PPS Act.

- e. We may apply amounts received in connection with this Agreement to satisfy obligations secured by a security interest contemplated or constituted by this Agreement in any way We determine in Our absolute discretion.
- f. You agree to notify Us in writing of any change to Your details set out in the Credit Application, within 5 days from the date of such change.

OCCUPATIONAL HEALTH AND SAFETY/WORKPLACE HEALTH AND SAFETY

21. The Customer will ensure that, if the service is to be performed on the Customer's property, the Customer is authorised to occupy those premises and obtain the service.
22. The Customer will ensure that if the service is to be performed on the Customer's property, that at all times the property is safe and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe. The Customer is responsible for ensuring that the Contractor has access to a reasonable quantity of potable water for drinking and hygiene purposes.
23. The Customer will ensure that the Contractor has free and unimpeded access to the place in which the services are to take place and that the Customer will do all things to ensure that the Contractor is not delayed by matters within the control of the Customer. The Customer accepts that the Contractor has the right to impose stand down charges and recover additional costs incurred where work is delayed by reason not in the control of the Contractor and where the Contractor is unable to reasonably reschedule services
24. The Contractor will ensure that at all times in performing the service it uses safe and proper procedures and practices and that all its employees are properly trained and supervised and observe all proper safety practices. Where protective equipment, materials or clothing are required these will be provided by the Contractor and the Contractor will ensure that these are used at all relevant times.
25. The Contractor will at all times have current Workers Compensation insurance and will, on request with prior notice, provide evidence to the Customer of its currency.

LIMITATION ON WARRANTY

26. The Contractor warrants that all the service it performs including any product it supplies as part of the service will be fit for its intended purpose, will be capable of being used by the Customer for its intended purpose and will perform in accordance within its applicable specifications (if any).
27. All statutory warranties that can be lawfully excluded are hereby expressly excluded.
28. To the extent permitted by law, the Contractor is not liable for negligence or otherwise to any person including the Customer for any loss or damage including consequential loss suffered or incurred in relation to the Contractor's service or products supplied.
29. Where the service is not of the kind ordinarily required for personal, domestic or household use or consumption then the liability of the Contractor is limited pursuant to s.64A of the Competition and Consumer Act 2010 (Cth) to, at the discretion of the Contractor:
 - a. the supplying of the service again; or
 - b. the payment of the cost/s of having the service supplied again.

JURISDICTION

30. It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of Western Australia and each Party covenants that it submits to the jurisdiction of the Courts of Western Australia for the resolution of any dispute under the Agreement.

FORCE MAJEURE

31. Neither the Contractor nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.