

GENERAL TERMS AND CONDITIONS
MASTIN ELECTRICAL ABN 50 582 992 706

TERMS AND CONDITIONS

The following conditions, provisions and terms ('**Terms and Conditions**') govern the relationship between Mastin Electrical and the Customer in connection with any Contract and/or the supply of Goods or Services.

1. DEFINITIONS

- 1.1. '**Mastin Electrical**' means Mastin Electrical ABN 50 582 992 706 or any heir, executor, administrator, successor or assignee of Mastin Electrical.
- 1.2. '**Commencement Date**' means the commencement of the Services or Delivery of any Goods as set out in any Quote.
- 1.3. '**Contract**' means all contracts entered into between Mastin Electrical and the Customer.
- 1.4. '**Customer**' means the customer identified on any order form, quotation, work authorisation or other form as provided by Mastin Electrical to the Customer, including any person acting as agent or purporting to act as agent of the Customer.
- 1.5. '**Delivery**' means:
 - 1.5.1. for Services, the time at which the relevant invoice is issued for the Services; and
 - 1.5.2. for Goods, the time at which the Customer takes possession of the Goods.
- 1.6. '**Force Majeure Event**' includes act of God, war, civil disturbance, riot, lightning, cyclone, earthquake, fire, storm, flood, explosion, governmental action and any other cause, event or circumstance which is not reasonably within the control of either Mastin Electrical or the Customer.
- 1.7. '**Goods**' means goods and/or services supplied by Mastin Electrical to the Customer or ordered by the Customer, but not yet supplied and includes goods described in these Terms and Conditions and on any quotation, invoice, purchase order or any other document including any recommendations and advice and over which Mastin Electrical may intend to register a security interest.
- 1.8. '**IP Rights**' includes copyrights patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), design rights, proprietary information rights and all other similar proprietary rights that may exist anywhere in the world.
- 1.9. '**Manufacturer**' means the original manufacturer or importer of Goods.
- 1.10. '**Price**' includes:
 - 1.10.1. The cost of any Goods and/or Services as specifically agreed between Mastin Electrical and the Customer including, but not limited to the Price as noted in any Quote; or
 - 1.10.2. In the absence of any prior agreement, the amount set by Mastin Electrical, which may be subject to change from time to time.
- 1.11. '**Quote**' includes any order form, quotation, estimate, work authorisation or any another form of quotation as provided to the customer by Mastin Electrical whether provided orally, in hard copy, electronic form or other quotation as described in Clause 4.
- 1.12. '**Services**' means all services supplied by Mastin Electrical to the Customer and includes any advice or recommendations.
- 1.13. '**Supplier**' includes any individual, company or agent that provides Goods and/or Services to Mastin Electrical.

2. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) ('PPSA')

- 2.1. The Customer agrees and acknowledges that:
 - 2.1.1. these Terms and Conditions constitute a security agreement for the purposes of the PPSA;
 - 2.1.2. these Terms and Conditions create a security interest in all any Goods supplied to the Customer including all present

and after-acquired Goods;

- 2.1.3. Mastin Electrical may register, on the Personal Property Security Register (in any manner Mastin Electrical considers appropriate), a Security Interest in all and any Goods supplied to the Customer including all present and after-acquired Goods.

- 2.2. The Customer and Mastin Electrical agree to contract-out of the PPSA in accordance with section 115 of the PPSA to the extent that the section applies for the benefit of, and does not impose a burden on, Mastin Electrical. The Customer waives its right to receive a copy of any Financing Statement or any Financing Change Statement registered by Mastin Electrical in respect of the Security Interest created by these Terms and Conditions.

- 2.3. The Customer agrees, at no cost to Mastin Electrical, to execute any documents, provide all relevant information and co-operate fully with Mastin Electrical to ensure that Mastin Electrical has a perfected Security Interest (including, if applicable, a Purchase Money Security Interest as defined in the PPSA) in any relevant Goods.

- 2.4. The Customer agrees to notify Mastin Electrical of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship seven (7) days prior to any such change taking effect.

- 2.5. The Customer warrants that it shall:

- 2.5.1. not register a financing change statement in respect of a Security Interest without the prior written consent of Mastin Electrical

- 2.5.2. not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Mastin Electrical; and

- 2.5.3. immediately advise Mastin Electrical of any material change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer 7 days prior to any such change taking effect.

- 2.6. The Customer agrees to indemnify, and on demand reimburse, Mastin Electrical for all costs and/or expenses incurred by Mastin Electrical in registering, maintaining or releasing any Security Interest or for any document costs in respect of any Security Interest.

- 2.7. Defined terms in this clause have the same meaning as given to them in the PPSA

3. TAXATION AND RELATED MATTERS

- 3.1. If any supply by Mastin Electrical is subject to Goods and Services Tax ("GST"), the Customer must, unless the price expressly states that GST is included, pay the relevant GST amount in addition to the specified price.

- 3.2. The Customer shall reimburse Mastin Electrical for all taxes, excises, duties or other charges that Mastin Electrical may be required to pay to any Government or Statutory authority (Local, State or Federal) upon Goods or Services or related to the sale, production, transportation or delivery of Goods or Services.

4. QUOTE

- 4.1. All Quotes are to be treated as estimates only and in accordance with clause 4.6 of these terms are subject to withdrawal, correction or alteration at any time before acceptance by the Customer unless stated otherwise.

- 4.2. Subject to Clause 4.1 all Quotes supplied by Mastin Electrical are valid for seven (7) days from the date the Quote is provided and thereafter are subject to confirmation in writing by Mastin Electrical

unless otherwise stipulated on the Quote.

- 4.3. Any estimate or Quote does not constitute an offer by Mastin Electrical and may be altered or withdrawn without notice by Mastin Electrical.
- 4.4. A Quote will only become binding on Mastin Electrical once Mastin Electrical has provided notice in writing to the Customer that Mastin Electrical has accepted the Customer's order.
- 4.5. Mastin Electrical shall be provided with full access to any work site or any other access, information or material it requires in order to carry out a Quote (if required).
- 4.6. Mastin Electrical shall be entitled to vary or withdraw any Quote previously provided to the Customer if:
 - 4.6.1. the Customer provides incomplete or inaccurate information preventing Mastin Electrical from providing an accurate Quote;
 - 4.6.2. There are any unforeseen circumstances not raised by the Customer at the time of the order, , Mastin Electrical not being able to easily access or run cables or any other obstruction/ hindrance encountered by Mastin Electrical in providing the Goods and/or Services.
 - 4.6.3. the Customer varies the order in any way;
 - 4.6.4. Mastin Electrical experiences delays in providing the Goods and/or Services by virtue of any action or inaction on the part of the Customer, including but not limited to relevant access not being provided to Mastin Electrical at any point in time by the Customer;
 - 4.6.5. at the Customer's request, Mastin Electrical agrees to provide additional Goods and/or Services at any time after acceptance of the Quote by the Customer;
 - 4.6.6. Mastin Electrical experiences price increases from any suppliers in acquiring any Goods and/or Services required in respect of providing the Goods and/or Services to the Customer after the date on which the Quote is accepted by the Customer;
 - 4.6.7. the Customer is in breach of its obligations as set out in these Terms and Conditions causing Mastin Electrical to incur loss for any reason directly or indirectly; and
 - 4.6.8. any cause beyond Mastin Electrical 's control causes the necessary variation.

5. ACCEPTANCE OF ORDERS

- 5.1. All orders are accepted and the Goods and/or Services will be supplied only upon and subject to these Terms and Conditions.
- 5.2. Any order placed by the Customer, whether orally or in writing, shall constitute an offer to contract upon these Terms and Conditions and no variation, whether contained in the Customer's order or otherwise shall apply unless the same is accepted and agreed to in writing by an officer of Mastin Electrical authorised to sign on its behalf.
- 5.3. No order shall be binding on Mastin Electrical unless and until accepted or confirmed in writing by Mastin Electrical.

6. PRICING

- 6.1. The price charged shall be Mastin Electrical's price ruling at the date the Services or Goods are supplied unless otherwise agreed in writing.
- 6.2. All pricing does not include GST. GST will be charged at the rate current at the time the service or goods are supplied and in accordance with clause 3.
- 6.3. Should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter on which the quotation or invoice is based Mastin Electrical reserves the right to revise and amend the contract price accordingly.
- 6.4. Clerical errors in computations, typing or otherwise of catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note of Mastin Electrical shall be subject to correction.
- 6.5. Additional fees will be incurred by the Customer where Mastin

Electrical is required to travel outside a radius of 20km from Greenwith, South Australia 5125. The additional costs are to be calculated at the rate of 80 cents per km outside of the 20km radius, in addition to the additional travel time required to travel outside of the said radius.

7. PROVISION OF GOODS AND SERVICES

- 7.1. Mastin Electrical, its servants, agents and subcontractors shall be provided with full access to any work site, information or material it requires in order to carry out all works necessary to provide the Goods and/or Services.
- 7.2. The Customer will provide at its own expense, connection for electricity and any other similar services required by the Mastin Electrical for installation of the Goods or provision of the Services.
- 7.3. Where Mastin Electrical agrees to install Goods at any work site Mastin Electrical will be under no liability or responsibility for any loss, damage or expense howsoever incurred by the Customer as the result of:
 - 7.3.1. any failure or delay by Mastin Electrical in performing any of its obligations under the contract due to any reason beyond the control of Mastin Electrical; or
 - 7.3.2. any prohibitions or restrictions under any applicable statutes, by-laws or regulations
- 7.4. Mastin Electrical's obligation to supply the Goods and/or Services is subject always to the availability of labour, supply/materials, plant, equipment and services making up, or necessary for, the supply of the Goods and/or Services.
- 7.5. Dates specified in any Quote for delivery and/or completion of the Goods and/or Services are estimates only. Mastin Electrical will use all reasonable endeavours to deliver the Goods and/or Services by dates specified in the quotation but does not warrant that such delivery date will be met.
- 7.6. The Customer may not reject the Goods and/or Services on account of Mastin Electrical's inability to comply with dates specified in any Quote.
- 7.7. Mastin Electrical reserves the right to not supply Goods and/or Services at all or supply any order in full or in part.

8. PAYMENT TERMS

- 8.1. If Mastin Electrical shall extend credit to the Customer, payment for all goods sold or service provided is to be within the payment terms shown on any Invoice or Quotation
- 8.2. Mastin Electrical reserves the right to withdraw credit terms, cancel any discounted rates, apply or vary a credit limit and at any time.
- 8.3. If Delivery or collection of the goods is delayed by the Customer, the balance of the contract sum will be invoiced and payment will still be required within specified payment terms.
- 8.4. Mastin Electrical reserves the right to withdraw credit terms, cancel any discounted rates, apply or vary a credit limit and at any time.
- 8.5. Save as herein expressly provided above, for all other invoices issued to the Customer by Mastin Electrical unless otherwise specifically negotiated and agreed, any such invoices are payable net, not later than thirty (30) days from the date that Mastin Electrical issued the invoice to the Customer.
- 8.6. A deposit (if or as specified on a Quotation) may be required by Mastin Electrical before any Goods and/or Services are provided or performed any such deposit may be non-refundable in accordance with clause 15.
- 8.7. Progress payments may be required before any Goods and/or Services are provided or performed (if or as specified on a Quotation). The requirement for progress payments will be at the sole discretion of Mastin Electrical.
- 8.8. If payment is not received in accordance with these terms all work and provision of the Goods and/or Services will cease until such time that payment is received and recommencement of the provision of Goods and/or Services will be at the sole discretion of Mastin Electrical.
- 8.9. If payment has not been received in accordance with these terms

after thirty (30) days, this will result in termination of the Services. Cancelled accounts may not be able to be reactivated and any account history or information may not be retrievable.

- 8.10. Where payment by the Customer to Mastin Electrical is fully or partially overdue, Mastin Electrical may enter the Customer's property at any time and without notice to decommission the Goods, Services or any works carried out by Mastin Electrical and Mastin Electrical shall not be liable for any loss or damage to the Customer's property, or loss of revenue in the course of such entry or decommissioning.
- 8.11. Mastin Electrical reserves the right to change the Price in the event of a variation from the plan of scheduled Services or provision of certain Goods as agreed upon or noted in any Quote (including but not limited to any variation as a result of additional work required due to unforeseeable circumstances or as a result of increases to Mastin Electrical in the cost of third party services and labour).
- 8.12. The Customer shall notify Mastin Electrical in writing within seven (7) days of an invoice being rendered by Mastin Electrical to the Customer if the Customer considers the invoice to be incorrect or invalid for any reason together with the reasons for any withholding of payment, failing which the Customer shall raise no objection to any such invoice and shall make full payment of the said invoice.
- 8.13. Mastin Electrical may, in its absolute discretion, seek and recover from the Customer and the Customer agrees to pay:
 - 8.13.1. interest on all overdue invoices at a rate of interest two percent (2%) per cent per annum greater than the rate charged from time to time by the Commonwealth Banking Corporation on overdraft accounts.
 - 8.13.2. any costs, fees or expenses incurred in collecting or attempting to collect any amounts that are not paid by the Customer by the due date and/or costs, fees or expenses incurred by Mastin Electrical in exercising any other rights, powers or remedies, including but not limited to debt collection agency's expenses and solicitor's fees on a full indemnity basis.
- 8.14. Amounts received by Mastin Electrical may be applied first against interest, charges and expenses before being applied to any outstanding invoices.
- 8.15. The Customer shall be liable for, and expressly undertakes to pay, all fees (including an Administration Fee in an amount to be set from time to time by Mastin Electrical) for all costs incurred as a result of any cheque or electronic banking transaction being dishonoured for whatever reason.
- 8.16. If the Customer has provided direct debit details to Mastin Electrical, it consents and agrees to Mastin Electrical using those direct debit details to pay any accounts including those accounts that have been outstanding for more than fourteen (14) days.

9. DEFECTS

- 9.1. The Customer acknowledges and agrees that:
 - 9.1.1. if the Customer fails to give Mastin Electrical notice of any non-complying aspect of, or defects in, the Goods and/or Services within seven (7) business days of Delivery, Mastin Electrical will be deemed to have fully discharged its obligations under these Terms and Conditions;
 - 9.1.2. Mastin Electrical will, upon being deemed to have fully discharged its obligations under these Terms and Conditions, be released from any and all liability in respect of the Goods and/or Services supplied save for the continuing operation of any warranty expressly given under these Terms and Conditions;
 - 9.1.3. Mastin Electrical shall not be liable to compensate the Customer for any delay in rectifying any fault in the Goods and/or Services or in properly assessing the Customer's claim.
 - 9.1.4. Mastin Electrical is not liable to compensate the Customer where the defect or damage is caused by or arises through:
 - 9.1.4.1. a failure on the part of the Customer to follow

any instructions or guidelines provided by Mastin Electrical or a third party; or

- 9.1.4.2. the continued use of any Goods and/or Services after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user.

- 9.2. The Customer may not assert any right of set off, counterclaim or abatement in respect of alleged defects concerning the Goods and/or Services and must pay all amounts due under these Terms and Conditions in full to Mastin Electrical before pursuing any remedial or rectification claims.
- 9.3. If the Customer notifies Mastin Electrical of any defect within the time specified in clause 9.1 then, all goods must be returned to Mastin Electrical or its authorised representative for inspection or testing to assess if a defect exists and a claim is justified. It is the responsibility of the Customer to return any Goods for inspection and all freight costs are the responsibility of the Customer.
- 9.4. Goods returned under warranty for repair or testing will incur a charge to be fixed by Mastin Electrical if no fault is found.
- 9.5. The Customer shall bear freight charges for returning the Goods for inspection and for the delivery of any replacement or repaired product from a justified warranty claim.

10. GENERAL WARRANTIES, PRODUCT WARRANTIES, INDEMNITIES & LIMITATION OF LIABILITY

- 10.1. Mastin Electrical warrants that Goods and/or Services supplied will be of acceptable quality and that the Services shall be performed with due care and skill.
- 10.2. Mastin Electrical will be responsible for and will correct any defects in its workmanship or materials for a period of 12 months after the work has been completed upon compliance with clause 9 above.
- 10.3. For goods not manufactured by Mastin Electrical, the Customer shall have only the benefit of the Manufacturer's warranty from the date of invoice.
- 10.4. Mastin Electrical is not responsible for changes, repairs or alterations made to any Goods and/or Services by any other parties which may have an adverse effect to any of the Goods and/or Services provided by Mastin Electrical.
- 10.5. Mastin Electrical shall not be liable for any failure of the Customer to fix, install, erect, or maintain the Goods in accordance with any advice, recommendation, specification, information, assistance or service provided by Mastin Electrical in relation to the Goods.
- 10.6. All other warranties, liabilities and obligations imposed under statute are expressly excluded but only to the extent that this exclusion does not contravene the Australian Consumer Law or cause any part of these Terms and Conditions to be void.
- 10.7. In the event of defects in the Goods and/or Services supplied being identified within the period specified in Clause 9 above and subject to clause 10.3, Mastin Electrical's liability in respect of Goods and/or Services is limited to:
 - 10.7.1. supplying the Goods and/or Services again; or
 - 10.7.2. the cost of having the Goods or Services supplied again, whichever Mastin Electrical elects to do in its absolute discretion; or
 - 10.7.3. where the defect relates to Goods not manufactured by Mastin Electrical in accordance with Clause 10.3 above.
- 10.8. To the maximum extent permitted by law:
 - 10.8.1. Mastin Electrical will not be liable to the Customer or any other person or third party in respect of any consequential or other loss or damage (including loss of profit, loss of income, loss of rental, loss of production, loss of actual or potential business opportunity or loss to reputation or any penalty that may be imposed on the Customer) arising directly or indirectly from the performance or non-performance of the Goods and/or Services, their use or misuse, or provision of the Goods and/or Services under

these Terms and Conditions;

- 10.8.2. Mastin Electrical's liability arising out of or in connection with these Terms and Conditions whether under the law of contract, in tort, in equity under statute or otherwise shall be limited in aggregate to an amount equal to the Price of the Goods and/or Services payable by the Customer;
- 10.8.3. Mastin Electrical shall not be liable to the Customer for any statements, representations, guarantees, conditions or warranties not expressly contained in these Terms and Conditions.
- 10.8.4. The Customer warrants that all Goods and/or Services supplied to the Customer are for commercial purposes only and, accordingly, the provisions of the National Credit Code will not apply.
- 10.9. The Customer agrees to indemnify and forever hold harmless Mastin Electrical, its employees, directors, heirs and assigns against all liability, loss, damage and expense of any nature, including legal fees, arising out of the Goods and/or Services.
- 10.10. For the avoidance of doubt any warranty whether arising pursuant to these Term and Conditions or any statute will not apply in the following circumstances:-
 - 10.10.1. if no proof of date of purchase can be produced;
 - 10.10.2. if the Goods or any product provided by Mastin Electrical has been used in a manner beyond its design parameters;
 - 10.10.3. if any Good or product is altered, tampered with or repaired by personnel not authorised by Mastin Electrical;
 - 10.10.4. if loss or damage is caused by rough treatment; and
 - 10.10.5. if the Goods, Services or any product provided by Mastin Electrical is not used and maintained in accordance with Mastin Electrical's or the Manufacturer's instructions;

11. RETENTION OF TITLE

- 11.1. Mastin Electrical and the Customer agree that title to the Goods remain vested in Mastin Electrical and shall not pass to the Customer until the Customer has paid all monies owing to Mastin Electrical by the Customer for the particular Goods and the cost of installation in addition to any interest, fees, collection, repossession and / or legal costs incurred.
- 11.2. Mastin Electrical shall retain an equitable interest in the Goods, whether separate or co-mingled or accessioned, which shall be stored in such a manner as to be clearly identifiable as the property of Mastin Electrical, until title has passed to the Customer and further, upon re-sale of the Goods by the Customer, Mastin Electrical shall have the right to trace any proceeds of sale to the extent that they relate to its Goods.
- 11.3. If payment has not been received, the Customer will transfer to Mastin Electrical all of its rights in respect of the sale price.
- 11.4. Mastin Electrical may demand at any time until title has passed to the Customer that the Customer, at the Customer's cost, return the Goods or any part of them.
- 11.5. In the event that the Customer defaults in the payment of any monies owing, Mastin Electrical and its employees or agents shall have the right to enter without notice upon the Customer's premises or any other premises where the Goods are known to be stored to repossess the Goods and for this purpose the Customer shall grant reasonable access rights and Mastin Electrical, its employees or agents shall be entitled to do all things required to secure repossession.
- 11.6. The Customer agrees and acknowledges that it is only a bailee of the Goods and until such time as Mastin Electrical has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount owed to Mastin Electrical for the Goods, on trust for Mastin Electrical.
- 11.7. Until title passes to the Customer, the Customer will not encumber, transfer, assign or otherwise deal with the Goods in any way,

without Mastin Electrical's express consent.

- 11.8. Until title passes to the Customer, the Customer acknowledges that these conditions create, in Mastin Electrical's favour, a Purchase Money Security Interest in the Goods and any proceeds of their sale which Mastin Electrical may register on the Personal Property Security Register.

12. DELIVERY AND RISK

- 12.1. Notwithstanding clause 11 above, the risk for the Goods supplied shall pass to the Customer upon Delivery, installation or part Delivery or installation unless otherwise agreed in writing by Mastin Electrical.
- 12.2. If any of the Goods are damaged or destroyed prior to the title in them passing to the Customer, Mastin Electrical is entitled, without affecting any other rights and remedies under any agreement, to any insurance proceeds payable for the Goods. The production of these Terms and Conditions by Mastin Electrical will be sufficient evidence of Mastin Electrical's rights to receive the insurance proceeds without the need for any insurer or other third party acting on behalf of the insurer to make further enquiries.
- 12.3. Where the Customer has requested special delivery arrangements or that Mastin Electrical arrange the carrier and prepay and charge freight, risk in respect of Goods shall pass to the Customer upon the goods leaving the premises of Mastin Electrical. Mastin Electrical will not in any circumstances accept liability for damage, shortage or loss during transit.
- 12.4. In the circumstances described above in clause 12.3 the Customer is to insure the Goods and/or Service and where possible note Mastin Electrical as an interested party.
- 12.5. If delivery of the Goods by Mastin Electrical is delayed for any cause other than its own negligence, the Customer shall be liable for extra charges, losses or expenses incurred by Mastin Electrical and the Customer shall not be entitled to cancel this contract, order or Quotation by reason thereof.

13. CANCELLATION, CANCELLATION DUE TO CUSTOMER'S DEFAULT, RETURNS AND REFUNDS

- 13.1. Mastin Electrical may cancel the delivery of Goods and/or Services at any time before Delivery by giving notice to the Customer by any means.
- 13.2. Mastin Electrical shall not be liable for any loss or damage, including any consequential loss or damage, arising from such cancellation referred to above in Clause 13.1.
- 13.3. In the event that the Customer cancels delivery of Goods and/or Services, the Customer shall be liable for any costs incurred by Mastin Electrical up to the time of the cancellation including, but not limited to, any costs incurred by Mastin Electrical.
- 13.4. Any request by the Customer for cancellation of an order or Quote must be in writing either by facsimile, e-mail or post.
- 13.5. Any cancellation of services with less than 24 hours written notice will attract a cancellation fee, at the sole discretion of Mastin Electrical, up to the total amount of the quote/ order.
- 13.6. Where Mastin Electrical agrees in writing to accept goods for return, a minimum re-stocking charge of 20% of the price of the goods returned will be made.
- 13.7. Non-stock and special manufactured items are non-returnable and any amount paid for any such items is non-refundable.
- 13.8. If the Customer breaches any of its obligations to Mastin Electrical, Mastin Electrical may without prejudice to any further or other claims or rights which Mastin Electrical may have, immediately cancel any uncompleted order or to cancel or suspend the provision of Goods and/or Services, immediately demand payment for any provision of Goods and/or Services already made and retain any payments made for incomplete any Services.
- 13.9. Mastin Electrical shall also have, without prejudice to any further or other claims or rights which Mastin Electrical may have, immediately cancel any uncompleted order or to cancel or suspend provision of Goods and/or Services, immediately demand payment for any Goods and/or Services already provided already upon any

of the following events taking place:

13.9.1. If the Customer is an individual or a sole trader, the Customer commits an act of bankruptcy, insolvency, goes into administration, has a liquidator, manager or receiver appointed, or the Customer has judgment signed against them ('a default event'); or

13.9.2. A default event occurs in respect of any director of a Customer that is trading as a company or any resolution or petition to wind up the Customer is passed or presented, other than for the purposes of a scheme of reconstruction or amalgamation (previously approved in writing by Mastin Electrical); or

13.9.3. A default event occurs in respect of any Customer who is incorporated body or any resolution or petition to wind up the Customer is passed or presented, other than for the purposes of a scheme of reconstruction or amalgamation (previously approved in writing by Mastin Electrical); or

13.9.4. A default event occurs in respect of any partner of a Customer that is trading as a partnership.

14. CLIENT OBLIGATIONS, ACKNOWLEDGEMENTS AND AUTHORISATIONS

14.1. The Customer will provide Mastin Electrical with reasonable direct access to the any work site, and shall provide such other reasonable assistance as Mastin Electrical may request, to enable Mastin Electrical to comply with its obligations under these Terms and Conditions and in relation to the provision of Goods and/or Services

14.2. If the Customer does not provide reasonable direct access to the any work site, and/or provide such other reasonable assistance as Mastin Electrical may require to access a work site then the Customer will be liable to pay for any time as a result of Mastin Electrical having to wait to gain access.

14.3. The Customer Acknowledges that if during the course of Mastin Electrical conducting any work further dangerous, hazardous materials or asbestos is found, then the Customer shall be liable to pay for the removal of such items and additional costs to Mastin Electrical, based on the additional amounts of hours required to complete the work, owing to such circumstances.

14.4. The Customer Acknowledges that if Mastin Electrical are unable to run cable due to unforeseen issues or difficulty in access, then Mastin Electrical may revise any Quote to allow for this additional work.

14.5. The Customer acknowledges that no refunds are available once Goods have been Delivered or work has commenced on the Services any additional requests for refunds will require management review and be at the sole discretion of Mastin Electrical.

14.6. The Customer acknowledges that, except as provided by law, this agreement does not entitle the Customer to demand any site inspection or Service of the Goods supplied, delivered and installed (if applicable) by Mastin Electrical.

14.7. Unless otherwise agreed to in writing by Mastin Electrical and notwithstanding any terms appearing in documentation provided by or on behalf of the Customer these Terms and Conditions shall be incorporated as express terms and conditions into all Contracts by Mastin Electrical to supply the Customer with Goods and/or Services.

14.8. The Customer authorises Mastin Electrical to obtain from a credit reporting agency a credit report containing personal credit information about the Customer. If asked to provide personal credit, to use a credit report containing information about the Customer's commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person. The Customer authorises Mastin Electrical to give to and receive from any credit providers named overleaf or that may be named in a credit report issued by a credit reporting agency, information in Mastin Electrical's possession or other credit provider's possession about the Customer's creditworthiness, credit standing, credit history and credit capacity.

The Customer understands the information may be used to: (a) assess an application for credit by the Customer; (b) assist Mastin Electrical in avoiding default on the Customer's credit obligations; (c) notify other credit providers of a default by the Customer; and (d) assess the Customer's credit worthiness.

14.9. The Customer understands that the *Privacy Act 1988* (Cth) (as amended from time to time) may allow Mastin Electrical to give a credit reporting agency certain personal information about the Customer. The information which may be given to an agency includes particulars to identify the Customer; the fact that the Customer has applied for credit and the amount; the fact that Mastin Electrical is a credit provider to the Customer; payments which become overdue more than 60 days; advice that payments are no longer overdue; cheques of \$100.00 or more drawn by the Customer which a bank has dishonoured more than once in specified circumstances; that in the opinion of Mastin Electrical the Customer has committed a serious credit infringement; that the credit provided to the Customer by Mastin Electrical has been discharged.

15. WORKERS' LIENS ACT 1893 (SA) (as amended)

15.1. The Customer acknowledges Mastin Electrical's contractor rights under the Workers' Liens Act (SA) 1893 as amended.

15.2. The Customer warrants either that:

15.2.1. it is the registered proprietor of or is validly and lawfully in occupation of any land on which the any work, Goods and/or Services is to be performed or provided; or

15.2.2. it is the properly appointed contractor of the registered proprietor or other person validly and lawfully in occupation of any land on which any work, Goods and/or Services is to be performed or provided.

16. NORMAL WORKING HOURS

16.1. The Price is based on the work being carried out between 8 am to 4:30 pm on Mondays to Fridays, excluding days off provided for by any relevant Industrial Award or Agreement including Public Holidays, Site Allowances and Rostered Days Off. Any work required by the Customer to be carried out outside those hours may be charged for at applicable penalty rates.

17. SUB-CONTRACTING

The Mastin Electrical reserves the right to sub-contract the manufacture and/or supply of any part of the Goods quoted or of any materials or Services to be supplied.

18. GENERAL

18.1. The Customer acknowledges and agrees that the Terms and Conditions take precedence over any terms or conditions which may be contained in any document provided by the Customer.

18.2. Mastin Electrical may vary the Terms and Conditions, any credit limits, or suspend any credit facility from time to time by notice given to the Customer by any means. Unless or except specifically excluded herein, Mastin Electrical retains any rights and remedies available in any prior or pre-existing agreement.

18.3. Prices are subject to change without notice.

18.4. No person acting or purporting to act on Mastin Electrical's behalf has the authority to make any promise, representation or undertaking or to add to or change in any way these Terms and Conditions except expressly in writing.

18.5. The warranties, rights and remedies of the Customer as outlined in the *Competition & Consumer Act 2010* (Cth) are not intended to be compromised as a result of anything contained in these Terms and Conditions, except to the degree permitted by the Act.

18.6. Any request by the Customer for the supply of Goods and/or Services shall constitute acceptance of these Terms and Conditions.

18.7. The Customer acknowledges that where the Customer consists of more than one party or entity, liability shall be joint and several.

18.8. The Customer hereby charges in favour of Mastin Electrical all its estate and interest in any lands and in any other assets, whether

tangible or intangible, freehold or leasehold, in which it now has any legal or beneficial interest in or in which it later acquires any such interest with payment of all monies owed by the Customer and consents to the lodging by Mastin Electrical of a caveat(s) or liens which note its interest in or over any such land or other caveatable or chargeable property.

- 18.9. Clerical errors are subject to correction and do not bind Mastin Electrical.
- 18.10. The Customer's rights under the Terms and Conditions are not assignable or transferrable.
- 18.11. Mastin Electrical shall not be liable for any breach of any provision of any contract between them and a Supplier or Customer arising from a Force Majeure Event or any other cause that is or was beyond the reasonable control of Mastin Electrical.
- 18.12. The Customer acknowledges that all orders placed with Mastin Electrical by the Customer are made relying solely upon the Customer's own skill and judgment.
- 18.13. The failure by Mastin Electrical to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect Mastin Electrical's right to subsequently enforce that provision.

19. SEVERABILITY

If any provision of these Terms and Conditions is held to be unenforceable, or invalid, for any reason, then that provision is deemed to be modified to the extent required to remedy the unenforceability or invalidity or if it is not possible to remedy the unenforceability or invalidity, that provision is to be severed from these Terms and Conditions and these Terms and Conditions will otherwise remain in full force.

20. JURISDICTION

Any Contract, Goods and/or Services the provision of which is subject to these Terms and Conditions shall be subject to the exclusive Jurisdiction of the laws of the State of South Australia, Australia. The parties submit all disputes arising between them to the courts in the State of South Australia and in any court in the said state competent to hear appeals from those courts of first instance.

21. ENTIRE CONTRACT

These Terms and Conditions are the entire agreement between the parties regarding the use of or purchase of any Goods and/or Services and supersedes all previous negotiations, commitments and agreements about Goods and/or Services.