

TPR Electrical Pty. Ltd. (A.B.N. 52 601 137 875) (the “Company”)

Terms and Conditions

These Terms and Conditions (“Terms”) apply to all transactions where TPR Electrical provides any products, services, or hire equipment (“Goods”) to any person or entity (“Customer”), as well as to all purchases made by TPR Electrical from suppliers. These Terms, including any updates or amendments published on our website at <http://www.tprelectrical.com.au>, govern the provision, hire, and supply of Goods unless a different agreement is expressly made in writing by TPR Electrical. By requesting, ordering, purchasing, or receiving any Goods, whether through hire or other means, the Customer acknowledges acceptance of these Terms and agrees that they take precedence over any other terms.

Definitions

- 1.1. In these terms and conditions, “we”, “our”, and “us” refers to TPR Electrical Pty Ltd.
- 1.2. “Customer” means the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorization, or other form provided by us to the Customer.
- 1.3. “Australian Consumer Law” means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 1.4. “Contract Price” means the amount specified in the quotation, this agreement, or the price schedule, plus any additional costs payable to us.
- 1.5. “Contract” refers to these terms and conditions and the accompanying signed agreement.
- 1.6. “Goods” means any goods supplied by us to the Customer (or ordered by the Customer but not yet supplied), including but not limited to electrical or communication products.
- 1.7. “Latent Conditions” means any unforeseen site condition not obvious to us upon a reasonable inspection of the site at the time of the quotation, work authorization, tender, or other form.
- 1.8. “PMSI” means a purchase money security interest as defined in section 14 of the PPSA.
- 1.9. “Travel Time” means the distance from our premises to the Customer and return.
- 1.10. “Works” means the works described in this agreement or our quotation, work authorization, tender, or other form.

Rates

- 2.1. The rates are as per our charges at the time the services are engaged, unless otherwise agreed.
- 2.2. The rates do not include any allowance for Latent Conditions, and we will be entitled to vary our price for the works in the event of such conditions.
- 2.3. We are entitled to be reimbursed for any and all costs and charges levied by any statutory or other authority with respect to the Works we perform for the Customer.

Payment and Payment Terms

- 3.1. Accepted forms of payment are Visa, MasterCard, EFTPOS, cash, cheque, or direct deposit.
- 3.2. All payments must be made in Australian Dollars unless stated otherwise.
- 3.3. A surcharge may apply to credit card payments.
- 3.4. Cheque payments are subject to clearance from the Contractor’s bank, and the Customer will be responsible for all dishonour fees.
- 3.5. The Customer is not entitled to any retention or deduction from amounts due to us. All payments are to be made without deduction or set-off.
- 3.6. Payment terms are:
 - 3.6.1. 30 days from the date of the invoice; or
 - 3.6.2. As indicated on any tax invoice; or
 - 3.6.3. Otherwise agreed by us in writing.
- 3.7. The Customer may be liable to pay interest on any late payment at the cash rate of interest last set by the Reserve Bank of Australia plus 6% per annum.
- 3.8. We reserve the right to suspend the Works if payment is overdue until such time as payment is made.
- 3.9. In the event that it is necessary to engage solicitors and/or a debt collection agency due to late payment or any other breach of these terms, the Customer agrees to pay all legal costs on a solicitor/client basis and all collection costs.

Delivery, Title, and Personal Property Securities Act 2009 (PPSA)

- 4.1. The Customer assumes the risk for Goods at the time of delivery, whether delivered to the Customer’s premises or another site nominated by the Customer, and regardless of whether the Customer (or their representative) is present at the delivery site. The Customer agrees to pay standard delivery charges as invoiced.
- 4.2. Ownership of the Goods will pass to the Customer only when all monies owed to us by the Customer are paid in full.
- 4.3. Until ownership of the Goods passes to the Customer, we have:

- 4.3.1. The right to enter the delivery site and retake possession of the Goods;
- 4.3.2. The right to keep or resell any Goods repossessed under 4.3.1; and
- 4.3.3. Any other rights at law or under the PPSA.
- 4.4. Until we receive payment for all monies owed to us, the Customer acknowledges that we have a PMSI over the Goods and their proceeds and a security interest in relation to other amounts owed by the Customer to us.
- 4.5. The Customer acknowledges that the Contract constitutes a security agreement for the purposes of the PPSA.
- 4.6. The Customer agrees to take any actions necessary (such as obtaining consents, producing documents, or completing forms) to ensure that a PMSI and/or security interest is enforceable, perfected, and effective.
- 4.7. To the extent permitted by law, the Customer waives their rights to:
 - 4.7.1. Receive notices or statements under sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), and 135 of the PPSA;
 - 4.7.2. Redeem the Goods under section 142 of the PPSA;
 - 4.7.3. Reinstate the security agreement under section 143 of the PPSA; and
 - 4.7.4. Receive a Verification Statement as defined in the PPSA.
- 4.8. Nothing in this clause prevents us from taking collection or legal action to recover any monies owed to us.

Variations and Changes to Cost of Materials

- 5.1. The Customer may direct us to undertake a variation, which must be in writing. If we are delayed, the Customer will grant us an extension of time and reimburse us for reasonable delay costs, and the Contract Price will be adjusted accordingly.
- 5.2. We are entitled to be reimbursed for any additional costs resulting from an increase in material costs that exceed 5% of the original cost of such materials at the time of the award of the Contract.

Extension of Time

- 6.1. We are entitled to an extension of time and reasonable cost recovery for delay if we are delayed by others through no fault of our own.

Trade Credit Accounts

- 7.1. If the Customer does not have a credit account with us, payment for Goods must be made in full before the Goods are supplied.
- 7.2. We can vary or withdraw any credit facility at our discretion, without liability to the Customer or any other party.

Purchase Orders

- 8.1. Only these terms (not other terms and conditions which may be attached to or incorporated in a purchase order) form part of the agreement between us and the Customer. Our acceptance of a purchase order does not constitute acceptance of any additional terms or conditions.
- 8.2. All invoices must clearly reference the listed purchase order number. Purchase order numbers must begin with ‘3’.
- 8.3. Suppliers must ensure that all correspondence and invoices clearly cite the correct purchase order number to avoid processing delays. All invoices must be submitted to accounts@tprelectrical.com.au.
- 8.4. Suppliers must ensure the purchase order number is clearly stated on the invoice for prompt processing.
- 8.5. Suppliers are required to fulfill only the items included on, or referenced by, the purchase order. Any additional items must be pre-approved by Bradley Whitehead or Tom Rieger before they are added.

Invoicing

- 9.1. A tax invoice for work and any delivery charges will be issued monthly unless the work is completed in less than a month.

Product and Service Guarantee, Repairs, and Warranty

- 10.1. TPR Electrical will be entitled to a replacement for defective items within the warranty period. As outlined in consumer protection laws, products sold must be of satisfactory quality, fit for purpose, and match their description. This includes situations where items are faulty or

malfunction shortly after purchase.

10.2. TPR Electrical will come to an agreement regarding the hours involved in making the replacement for warranty item(s) at the cost of the supplier or as otherwise agreed. TPR Electrical will not cover these labour costs themselves.

10.3. Faulty items can be provided for verification at the request of the supplier.

Latent Conditions

11.1. We are entitled to an extension of time, reasonable delay costs, and reimbursement for all costs arising from any Latent Conditions.

Contractor Liability

12.1. We shall not be liable for any damage caused by the Customer or third parties and shall not be required to indemnify any party for damage caused by others.

12.2. Subject to the Australian Consumer Law, unless otherwise provided by this Contract, we will not accept the return of or provide credit for any Goods supplied under this Contract.

12.3. We will not be liable for delays caused by others.

12.4. Subject to the Australian Consumer Law, we will not be liable for any consequential or indirect losses.

Insurance

13.1. All Professional Indemnity and all risks/control works insurances are expressly excluded unless otherwise noted in the Schedule.

Site and Safety

14.1. The Customer shall be responsible for the site.

14.2. The Customer shall ensure that all applicable legislation and standards related to workplace safety are adhered to on the site.

14.3. We shall comply with all legislation and standards in maintaining safe work practices.

Excavations & Existing Underground Services

15.1. The Contract assumes that any excavation required for the Works is in soil or clay and free of rock. Should excavation in other materials, including but not limited to rock and shale, be necessary, such conditions shall be considered Latent Conditions, and the Customer will pay a reasonable extra price.

15.2. We shall contact "Dial Before You Dig" before any excavation.

15.3. We shall rely on the "Dial Before You Dig" report as conclusive and binding on the parties.

15.4. If the Customer requires excavation by hand:

15.4.1. We shall be entitled to an extension of time.

15.4.2. We shall be entitled to reasonable costs for any resulting delay.

15.4.3. We shall be entitled to payment for such excavation at our hourly rates.

15.5. If the Customer fails to provide relevant site information and we cause damage to any service through no fault of our own, the Customer shall indemnify and hold us harmless from any and all claims for damages made against us.

Asbestos and Other Toxic Substances

16.1. We shall be entitled to an extension of time, reasonable delay costs, and reimbursement for any additional costs incurred due to the presence of asbestos or other toxic substances.

Industrial Relations

17.1. We shall comply with all applicable industrial instruments and allowances.

17.2. We shall be entitled to an extension of time and reimbursement for all costs incurred due to any changes in industrial relations matters after the award of the Contract.

Hire Contract Conditions

18.1. You have previously confirmed that the hire is subject to and governed by our Hire Contract Conditions. If you are a customer of TPR Electrical, you have agreed to these conditions.

18.2. Equipment hired from us must be used in accordance with the manufacturer's instructions and for its intended purpose only.

18.3. Where it has been agreed prior that the Customer will use hired equipment, the Customer is responsible for the safekeeping and return of the hired equipment in the same condition as received.

18.4. Any damage to or loss of hired equipment must be reported to us immediately. The Customer will be liable for the cost of repairs or replacement if the equipment is damaged or lost while in their possession or on their site.

18.5. The Customer shall not sublet or allow others to use the hired equipment without our prior written consent.

18.6. The rental period begins when the equipment leaves our premises and ends when the equipment is returned to us. Charges will apply for any period beyond the agreed rental term.

18.7. Where it has been agreed prior that the Customer will use hired equipment, the Customer must comply with all relevant laws and regulations concerning the use and operation of the hired equipment.

Confidentiality

19.1. Both parties shall, except for legal and other advisors, keep all information shared under the Contract strictly confidential.

General

20.1. The laws of South Australia govern these terms and conditions, and any legal action relating to them shall be brought in the South Australian Courts.