

Point to Point Electrical Trust

The following outlines Point to Point Electrical Trust terms of trade (terms and conditions). Please read these before entering into a verbal or written agreement.

1. Definitions

1.1 "Point to Point Electrical Trust" shall mean Point to Point Electrical Trust, and its successors and assigns or any person acting on behalf of and with the authority of Point to Point Electrical Trust.

1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by Point to Point Electrical Trust to the Client.

1.3 "Services" shall mean all Services &/or Items supplied by Point to Point Electrical Trust to the Client and includes any advice or recommendations.

1.4 "Price" shall mean the price payable for the Services &/or Items as agreed between Point to Point Electrical Trust and the Client in accordance with clause 3 of this contract.

2. Acceptance

2.1 Any instructions received by Point to Point Electrical Trust from the Client for the supply of Services &/or Items and/or the Client's acceptance of Services &/or Items supplied by Point to Point Electrical Trust shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Point to Point Electrical Trust.

2.4 The Client shall give Point to Point Electrical Trust not less than fourteen (13) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, phone number, email or business practice). The Client shall be liable for any loss incurred by Point to Point Electrical Trust as a result of the Client's failure to comply with this clause.

3. Price And Payment

3.1 At Point to Point Electrical Trust's sole discretion the Price shall be either: (a) as indicated on invoices provided by Point to Point Electrical Trust to the Client in respect of Services &/or Items supplied; or (b) Point to Point Electrical Trust's quoted Price (subject to clause 3.2 which shall be binding upon Point to Point Electrical Trust provided that the Client shall accept Point to Point Electrical Trust's quotation in writing within seven (7) days.

3.2 Point to Point Electrical Trust reserves the right to change the Price in the event of a variation to Point to Point Electrical Trust's quotation.

3.3 At Point to Point Electrical Trust's sole discretion a deposit may be required.

3.4 At Point to Point Electrical Trust's sole discretion: (a) payment shall be due on or before delivery of the Services; or (b) payment for approved Clients shall be made by instalments in accordance with Point to Point Electrical Trust's payment schedule.

3.5 Time for payment for the Services &/or Items shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.

3.6 The Seller will use its reasonable endeavours to source all Goods ordered by the Customer and/or quoted by the Seller. The Customer acknowledges that by placing an order with the Seller and The Seller's acceptance of the Customer's order, does not guarantee the Seller's ability to supply the Products. If the Seller cannot provide the agreed quantity of Goods for any reason outside the seller's reasonable control, the Seller will communicate such to the Customer, and not be liable for that shortfall.

3.7 Agreement to pay is between Point to Point Electrical Trust and the Customer only. (eg, not between Point to Point Electrical Trust and customer's Insurer)

3.8 Payment cannot be restricted in any way whatsoever by not allowing Point to Point Electrical Trust into property. See Clause 4.6.

4. Delivery Of Services

4.1 At Point to Point Electrical Trust's sole discretion delivery of the Services &/or Items shall take place when: (a) the Client takes possession of the Services &/or Items at Point to Point Electrical Trust's address; or (b) the Client takes possession of the Services &/or Items at the Client's nominated address (in the event that the Services &/or Items are delivered by Point to Point Electrical Trust or Point to Point Electrical Trust's nominated carrier).

4.2 The costs of Delivery are included in the Price.

4.3 The Client shall make all arrangements necessary to take delivery of the Services &/or Items whenever they are tendered for delivery. In the event that the Client is

unable to take delivery of the Services &/or Items as arranged then Point to Point Electrical Trust shall be entitled to charge a reasonable fee for redelivery.

4.4 Delivery of the Services &/or Items to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.

4.5 The failure of Point to Point Electrical Trust to deliver shall not entitle either party to treat this contract as repudiated.

4.6 Point to Point Electrical Trust shall not be liable for any loss or damage whatever due to failure by Point to Point Electrical Trust to deliver the Services &/or Items (or any of them) promptly or at all.

4.7 Client must allow Point to Point Electrical Trust into property at reasonable times, with unrestricted access to the property in order to provide Delivery of Service any day between 7:00am – 5:30pm

5. Risk

5.1 If Point to Point Electrical Trust retains ownership of the Services &/or Items nonetheless, all risk for the Services &/or Items passes to the Client on delivery.

5.2 The Client shall be liable for the cost of any damaged equipment if that equipment is damaged at an event organised by Point to Point Electrical Trust for the Client.

6. Title

6.1 Point to Point Electrical Trust and the Client agree that ownership of the Services &/or Items shall not pass until: (a) the Client has paid Point to Point Electrical Trust all amounts owing for the particular Services; and (b) the Client has met all other obligations due by the Client to Point to Point Electrical Trust in respect of all contracts between Point to Point Electrical Trust and the Client.

6.2 Receipt by Point to Point Electrical Trust of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Point to Point Electrical Trust's ownership or rights in respect of the Services &/or Items shall continue.

6.3 It is further agreed that: (a) until such time as ownership of the Services &/or Items shall pass from Point to Point Electrical Trust to the Client Point to Point Electrical Trust may give notice in writing to the Client to return the Services &/or Items or any of them to Point to Point Electrical Trust. Upon such notice the rights of the Client to obtain ownership or any other interest in the Services &/or Items shall cease. (b) if the Client fails to return the Services &/or Items to Point to Point Electrical Trust then Point to Point Electrical Trust or Point to Point Electrical Trust's agent may enter upon and into land and premises owned, occupied or used by the

Client, or any premises as the invitee of the Client, where the Services &/or Items are situated and take possession of the Services.

7. Client's Disclaimer

7.1 The Client hereby disclaims any right to rescind, or cancel the contract with Point to Point Electrical Trust or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by Point to Point Electrical Trust and the Client acknowledges that the Services &/or Items are bought relying solely upon the Client's skill and judgment.

8. The Commonwealth Trade Practices Act 19134 ("TPA") and Fair Trading Acts ("FTA") 7.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

9. Default & Consequences of Default

9.1 In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time. In the event where the agency is Credit Collection Services Australia the applicable commission rate for the amount unpaid is as detailed at <http://www.creditcollections.com.au>.

9.2 In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis. 9.2.1 If the Client defaults in payment of any invoice when due, the Client shall indemnify Point to Point Electrical Trust from and against all costs and disbursements incurred by Point to Point Electrical Trust in pursuing the debt including legal costs on a solicitor and own client basis and Point to Point Electrical Trust's collection agency costs.

9.3 Without prejudice to any other remedies Point to Point Electrical Trust may have, if at any time the Client is in breach of any obligation (including those relating to payment), Point to Point Electrical Trust may suspend or terminate the supply of Services &/or Items to the Client and any of its other obligations under the terms and conditions. Point to Point Electrical Trust will not be liable to the Client for any loss or damage the Client suffers because Point to Point Electrical Trust has exercised its rights under this clause.

9.4 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10.00%) of the amount overdue

(up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.

9.5 Without prejudice to Point to Point Electrical Trust's other remedies at law Point to Point Electrical Trust shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Point to Point Electrical Trust shall, whether or not due for payment, become immediately payable in the event that: (a) any money payable to Point to Point Electrical Trust becomes overdue, or in Point to Point Electrical Trust's opinion the Client will be unable to meet its payments as they fall due; or (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

10. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

10.1 The Customer must inspect the Goods on delivery and must within seven (13) days of delivery notify the Seller in writing of any evident damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow the Seller to inspect the defect.

10.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation