

TERMS AND CONDITIONS

Quotations

- 1.1 All quotes are valid for thirty (30) days from the date of the quotation. If acceptance is received after this period has lapsed, the job may be required to be requoted.
- 1.2 Unless specifically stated otherwise, all quotations are based on costs of labour and materials at the date of the quotation and is subject to price variation.
- 1.3 Unless specifically stated otherwise, all quotations are based on the following assumptions:
 - a) that supplier items and major material items can be ordered, and stored either on site or off site with storage certificates issued and payment made for materials held in storage;
 - b) that free and unrestricted access to all required work areas will be provided;
 - c) that the work will be conducted during regular business hours Monday to Friday 8am to 5pm;
 - d) that any trenching work (if required) will be conducted on soft to medium ground density, hard ground area digging will incur additional costs;
 - e) that the work for which this quotation is submitted will be executed in an environment free of hazardous material.
- 1.4 The break-up of prices quoted are submitted for the purpose of a guide only. Should any of the quoted figures deviate from the actual figures, we reserve the right to revise the amount tendered.
- 1.5 The Customer must communicate acceptance of the quotation before Works will be scheduled.

Agreement

1. Acceptance

- 1.1 Any instructions from the Customer placing an order or accepting a quote shall constitute acceptance of these terms and conditions.
- 1.2 These terms and conditions may only be altered by agreement between the parties, in writing.

2. The Works

- 2.1 ABA Security will provide the Works to the Customer and the Customer will pay the Price to ABA Security for performing those Works.
- 2.2 All descriptive specifications, illustrations, drawings, dimensions etc, furnished by ABA Security are approximate only and are intended to be by way of general description of the Goods and do not necessarily form part of the contract unless specifically identified as such in writing.
- 2.3 Where it is practical, ABA Security reserves the right to deliver the Goods and/or carry out the installation by instalments. In such instances progress payments and billings for each instalment shall be due in accordance with the clause 5 below.
- 2.4 Any additional work not covered in quoted costs will attract additional time charges at the current rate.

3. Exclusions

3.2 Unless specifically agreed by the parties, ABA Security will not:

- a) make good the site; or.
- b) remove and dispose of rubble, fittings, wiring, materials, general waste from the site.

4. Work Site Access

- 4.1 The Customer will provide free unrestricted access to all required work areas.
- 4.2 ABA Security will conduct the Works between regular business hours being 8am to 5pm Monday to Friday, unless otherwise agreed.

5. Payment

- 5.1 ABA will render an invoice to the Customer which is to be paid within 7 days, unless otherwise stated on the invoice.
- 5.2 Invoices that are not paid by the Customer within 7 days (or the period specified on the invoice) will be deemed a Payment Default.
- 5.3 Payment Defaults will be charged interest at a rate of 2.5% per 30 days until the date of payment
- 5.4 Payment defaults that are 30 days or more overdue may be handed over to a debt collection agency or solicitor.
- 5.5 Any costs incurred by ABA Security in obtaining payment of outstanding invoices including legal costs and/or collection agency fees will be the sole responsibility of the Customer.

6. Compliance

- 6.1 ABA Security will perform all work in compliance with applicable Australian Standards in force at the time of the work.
- 6.2 Where required, the Customer shall obtain (at their own expense) all licenses and approval that may be required for the Works.

7. Risk and Title of Property

- 7.1 The risk in all goods supplied shall pass to the Customer upon delivery.
- 7.2 All goods supplied shall remain the property of ABA security until all sums due have been paid in full.
- 7.3 Should full payment remain outstanding for more than 60 days, the customer authorises ABA Security to enter the premises where the Goods have been delivered, or installed and regain possession of the Goods.

8. Hazardous Materials/Worksite Safety

- 8.1 The Customer shall inform ABA Security of:
 - a) general and specific safety requirements as and when they arise, in relation to the site; and
 - b) any incident or potential hazard that may cause harm to ABA Security personnel

- 8.2 The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 8.3 The Customer accepts full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of hazardous materials in or about the site on which the Works (or any part thereof) are being performed.
- 8.4 ABA Security will only undertake live work or work near live conductors where it is safe to do so. Live work may require ABA Security to disconnect or isolate parts of the installation to undertake such work for which additional charges may be applicable.
- 8.5 If during the course of installation where Works are being conducted within and around switchboards that it is found to be unsafe by ABA Security the Customer will be immediately notified. The power if isolated will not be re-energised until such times as the existing condition has been rectified and made safe in accordance with state regulations. All costs associated with the rectification works including materials and labour shall be to the Customer's account. All works shall be notified to Energy Safe Western Australia as required and relevant electrical inspections obtained.

9. Cancellation

- 9.1 The Customer may at its option cancel the Works, or any part thereof, at any time. The Customer will be liable to pay for materials and services provided to the date of cancellation.

10. Insurance and Warranty

- 9.1 ABA Security maintains adequate insurance that protects their property, their employees and the interest of third parties resulting from the negligence of ABA Security.
- 9.2 ABA Security warrants its installation work to be defect free for a period of twelve (12) months from invoice date. Such cover does not extend to goods not supplied by ABA Security, physical damage to products, or any instance where the original installation has been altered or tampered with subsequently by third parties.
- 9.3 ABA Security shall have the first option to remedy any defect within the warranty period (Warranty Work).
- 9.4 All Warranty Work shall be conducted during regular business hours.

10. Limitation of Liability and Excepted Risks

- 10.1 The Customer acknowledges that they have made their own assessment as to the condition quality, value, suitability and fitness for the purpose of ABA Security.
- 10.2 ABA Security shall not be liable or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of the Works if the delay or failure was due to any cause beyond ABA Security's control, including but not limited to an act of god, government act, fire explosion, accident, discovery of hazardous material, civil commotion or industrial dispute.
- 10.3 ABA Security shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and /or expense (including loss of profit) suffered by the Customer arising out of a breach of these Terms and Conditions.

- 10.4 In the event of any breach of this contract by ABA Security the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price.
- 10.5 The Customer shall not be entitled to set off against, or deduct from the Price, sums owed or claimed to be owed to the Customer by ABA security nor to withhold payment of any invoice because part of that invoice is in dispute.

11. General

- 11.1 In the event of conflict between these conditions and those which may be included in, or implied by any document forming part of an enquiry, specification, quotation, order or contract, than these conditions prevail except in as far as they are expressly varied by us in writing or by law.
- 11.2 This agreement is governed by, and is to be construed in accordance with the law for the time being of Western Australia. The Parties hereby agree to submit to the non-exclusive jurisdiction of the Courts of the State.

12. Definitions

“ABA Security” means Abase Pty Ltd (ABN 97 646 742 789) T/As A.B.A. Security and Electrical

“Customer” shall mean the customer (or any person acting on behalf of and with the authority of the customer) as described on any quotation, work authorisation or other form as provided by ABA Security to the customer.

“Goods” shall mean goods supplied by ABA Security to the Customer (and where the context so permits shall include any supply of services) and are as described on the invoices quotation, work authorisation or any other forms as provided by ABA Security.

“Works” shall mean all Goods supplied by ABA Security to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

“Price” shall mean the price payable for the Goods and or Works as agreed between ABA Security and the Customer.