



TERMS AND CONDITIONS OF TRADE FOR NO SHOCK

1. GENERAL

- 1.1 In these terms and conditions the “Company” means No Shock Electrical Limited.
- 1.2 Any goods or services (the “Work” or “any Work”) supplied by the company to the Customer will be supplied in these terms and conditions. If the Customer orders Work, the Customer will be deemed to have accepted these terms and conditions. The only circumstance where any variation on these terms will apply is where the Company has expressly agreed in writing to that variation.
- 1.3 Where requested, estimates will be provided before work in commenced. Estimates may be revised as the specifications of a project evolve or when there are changes to a project’s initially defined content and scope.

2 PRICE

- 2.1 Work will be invoiced at the price set by the Company **plus GST** on the date the Work in provided and in the case of goods the date of dispatch by the Company unless otherwise expressly agreed in writing by the company.
- 2.2 The Customer acknowledges that the Company may alter prices without notice and that the purchase price of Work may be different from the price quoted or the price current when Work was ordered.
- 2.3 Prices quoted by the Company for Work that is goods are ex-warehouse prices.
- 2.4 Charges for items and expenses such as photocopying, facsimiles, toll calls, couriers, travel, materials and postage (“Disbursements”) are not included in the price quoted for work but are payable by the Customer when invoiced for same.

- 2.5 If a project is terminated before completion, the Company will be compensated for all work done and Disbursements incurred up to the date of termination.
- 2.6 Changes to the brief that require extra work to that specified in the original cost estimates may result in additional charges. Where possible, these terms will be negotiated and agreed before further work is put in hand, otherwise they will be charged on the basis of our normal rates.

3 PAYMENT

- 3.1 The invoiced price of goods is to be paid in full by the 14th day of the month immediately following the date of invoice. However, the Company reserves the right to alter the payment terms including the requirement for payment for any Work in cash before the Work is delivered. The terms will be stated on the front of the invoice.
- 3.2 The Company reserves the right to request a proportion of its estimate to be paid upfront prior to commencing any of the work detailed in any estimate.
- 3.3 The Customer may not deducted or withhold any amount (whether by way of off-set counterclaim or otherwise) from any money owing to the Company. Receipt by the Company of any cheque or other bill of exchange intended as payment for Work shall not constitute payment until same has been honoured and cleared.
- 3.4 If full payment for any Work is not made to the Company by the due date for that payment, then the Customer shall at the Company's discretion (and without affecting any other right the Company may have), pay default interest on any amount outstanding to the Company in accordance with the following:
- (a) the default interest rate shall be 2.5% per month; and,
 - (b) default interest shall accrue on a daily basis from the date when payment is due until the date when payment is actually made; and,
 - (c) the Customer shall be liable to pay all expenses and costs (including legal costs as between solicitor and own client on a full indemnity basis) in relation to the Company obtaining or attempting to obtain a remedy for the failure to pay.
- 3.5 All amounts due pursuant to 3.4 ((a) – (c) inclusive) shall be payable upon demand. The charging of default interest shall in no way imply the granting or an extension of credit by the Company to the Customer.
- 3.6 The Company reserves the right to discontinue any Work in hand for the client in the event of non-payment of accounts at the correct time.

4 RISK

4.1 All risk in the Work supplied by the Company shall pass to the Customer on delivery.

5 SECURITY FOR PAYMENT

5.1 In consideration of the Company providing or agreeing to provide Work to the Customer or to others at the request of the Customer, the Customer by accepting delivery of the Work that includes goods grants to the Company under the Personal Property Securities Act 1999 ("Act"):

- (a) a Purchase Money Security Interest ("PMSI") in the goods; and,
- (b) agrees that any of the goods or proceeds of the goods coming into existence after the date of delivery will come into existence subject to the PMSI granted herein without the need for any further action by any part; and,
- (c) acknowledges that it has received valuable consideration from the Company and agrees that it is sufficient; and,
- (d) agrees that the PMSI has attached to the goods and that the attachment of the PMSI has in no way deferred or postponed from the date of recorded herein;
- (e) agrees that the Company may register a financing statement at the cost of the Customer; and,
- (f) waives its rights to receive a verification statement in respecting of any financing statement or financing change statement pursuant to section 148 of the Act.

5.2 The Company will retain title until such time as the Customer has paid all amounts owed to the Company in respect of the goods and including any default interest and other costs payable pursuant to clause 3.4.

5.3 The goods will be stored at the Customer's premises and the Customer will not relinquish possession or remove the goods from these premises except in the ordinary course of its business.

5.4 The Customer will keep the goods insured and in good repair and free of any liens or encumbrances. For these purposes, the Customer agrees to make the goods available at any time for the inspection of the Company or its agent(s).

5.5 If the Customer fails to make payment or is in default, as that term is defined in the Act, then the Company or its agents may enter the Customer's address and remove the goods without notice or judicial process and the Customer waives any right that may arise as a result of this removal. Any shortfall on sale of the goods will be paid by the Customer and/or Covenantor to the Company.

6 WARRANTIES

6.1 The Company warrants the Work in respect of defects for a period of twelve months from the date of invoice; fair wear and tear and damage beyond the Company's control excepted but such warranty shall not apply:

- (a) to defects which would be apparent on delivery unless a written claim is received by the Company within 7 days;
- (b) to Work which has been repaired by any person not authorised by the Company to do such repairs;
- (c) to any Work which has been incorrectly installed , maintained, handled or stored;
- (d) to any Work which has been modified in any way;
- (e) if the recommendations as to use, installation or maintenance of the Work as contained in current product data produced by Company/Manufacturer have not been adhered to (it being the responsibility of the Customer to obtain that information);
- (f) to any Work, parts or components not manufactured by the Company;
- (g) to any Work which has been sold by the Company as seconds, downgrades or otherwise outside the standard specification for those Works.

6.2 Except for the warranty in the Clause 6.1, all warranties, descriptions, representations or conditions whether implied by the Sales of Goods Act 1908 or otherwise is expressly excluded to the fullest extent permitted by law.

6.3 Under section 41(2) and 43A Consumer Guarantees Act 1991, as appropriate, the Company and the Customer contract out of that Act.

6.4 In any event, the total liability of the Company whether in tort (including negligence), contract or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of any goods or any other breach of the Company's obligations shall in any case be limited at the Company's option, except where statute expressly requires otherwise, to either the repair or replacement of the goods complained of, or refund of the purchase price (provided that if the Company is no longer manufacturing the identical product at the

time of the claim, it may replace the product with the closest equivalent then being manufactured).

6.5 While the Company will make every effort to ensure the accuracy of any advice, recommendation, information, assistance or service provided by the Company in relation to the Work that is goods manufactured or supplied by the Company or their use or application, the Company does not accept any liability or responsibility in respect thereof.

6.6 The Customer will familiarise itself with the current literature produced by the Company.

6.7 The Company will have no liability either in contract or in tort for any loss suffered by the Customer or any third party claiming through the Customer for which the Company has not accepted in writing for such loss.

6.8 The Company makes no representations or warranties in respect of the Work supplied by it to the Customer unless such representation or warranty is made by the Company in writing to the Customer.

6.9 The Company shall be under no obligation to accept the return of any good supplied by the Company. Goods supplied in accordance with the Customer's order can only be returned with the express approval of the Company. In particular:

- (a) requests to return goods must be submitted in writing within 10 days from the date of supply;
- (b) where goods are accepted for credit they must be delivered at the Customer's expense to the Company's office in original condition and packaging;
- (c) the original invoice number must be quoted;
- (d) the Company reserves the right to charge a restocking fee of up to 15% of the value of the goods returned.

7 OTHER RIGHTS OF COMPANY

7.1 In the event that:

- (a) any amount payable by the Customer to the Company is overdue, or the Customer fails to meet any other obligation to the Company (whether in relation to the sale of goods or otherwise), or the Company's opinion the Customer is likely to be unable to meet its payment or other obligation to the Company ; or,
- (b) the Customer becomes insolvent, has a receiver appointed in respect of all or some of its assets, makes or is likely to make an arrangement with its creditors or has a liquidator (provisional or otherwise) appointed or is placed under statutory or official management; or,

- (c) the ownership or effective control of the Customer is transferred or the nature of the Customer's business is materially altered;

the Company shall be entitled to cancel all or any part of the contract or contract with the Customer which remains unperformed, in addition to and without prejudice to its other remedies ; and,

All amounts outstanding under any contract with the Company shall whether or not due for payment, immediately become due and payable; and,

The Company shall be entitled to reclaim any goods in the Customer's possession or control and to dispose of them to its own benefit and for that purpose the Company shall be entitled, without notice to enter directly or by its agents on any premises where it believes goods which has supplied may be stored, without in any way being liable to any person.

8 PRIVACY ACT 1993

8.1 The Customer and any guarantor acknowledge that the Company may:

- (a) Collect from and disclose to the Customer, any Guarantor, or any appropriate third party any personal information concerning the Customer or a Guarantor as the Company may consider appropriately required;
 - (i) For the purpose of processing the Customer's order; or,
 - (ii) For any other purpose in trade with the Customer or any Guarantor under the circumstances at the time of that collection or disclosure.
- (b) Use and retain any personal information which related to the Customer or any Guarantor as may be required by the Company in the ordinary course of its business;
- (c) Seek information from third parties (including without limitation a credit check) to enable the Company to assess the Customer's creditworthiness and business practices. This is a continuing authorisation which will apply through the course of the trading relationship between parties.

9 SEVERANCE

9.1 If any clause or part of a clause of these terms and conditions is held to be invalid or unenforceable for whatever reason to the extent not inconsistent with the aforementioned invalid clause, the remaining provisions shall remain in full force and effect.

10 FORCE MAJEURE and DELAY

10.1 The Company shall not be liable for any delay in performing its obligations under this agreement to the Customer caused in whole or in part by force majeure which shall include (but not limited to) an act of God, natural disasters, strikes, lockouts, fire war suit, civil commotion, inability to obtain products or supplies including the imposition of any export or import bans or any other cause beyond the reasonable control of the Company.

10.2 Any time or date given by the Company for delivery or uplifting of Work is intended only as an estimate and the Company shall not be liable for the consequences of delay however arising and the Customer acknowledges that the Company will not accept any liability for any claims or losses arising from its failure to meet the delivery date (if any).

11 CONSTRUCTION CONTRACTS ACT 2002

11.1 The Customer acknowledges and agrees that the terms of the Constructions Contracts Act 2002 and Constructions Contracts Regulations 2003 and any amendments or replacement legislation shall apply to this contract.

12 MISCELLANEOUS

12.1 If at any time the Company does not enforce any of these terms and conditions or grants the Customer time or other indulgence, the Company shall not be construed as having waived that term or conditions or its rights to later enforce that or any other term or condition.

13 ACCEPTANCE

13.1 For acceptance of the quote, estimate or any works rendered the customer hereby accepts and agrees to the above terms and conditions of trade in respect of all Work carried out by No Shock Electrical Limited now or at any time in the future. Where the customer is a limited liability company, the directors or principal shareholders of the company named below shall guarantee and indemnify No Shock Electrical Limited in respect of all amounts due by the company.