

TERMS & CONDITIONS OF TRADE

Below are set out the terms and conditions pertaining to the contract between Industrics and client / supplier.

1. Definitions:

- 1.1. Industrics – SJWOOLLEY, Industrics Pty Ltd, and Industrics Australia Trust (ABN: 47075599523, ACN: 160199628, ABN: 38471124367) This includes staff and representatives of Industrics
- 1.2. Client – The end consumer, customer, purchaser, or buyer who engages Industrics to perform work or supply materials on their behalf. This is not limited to but includes the employees or contractors of the same, their directors, staff, their client, representatives or members.
- 1.3. I.P. – Intellectual Property
- 1.4. Authorised Signatory – A person engaged by the directors of the company, duly authorised with similar privileges to a P.O.A. (Power of Attorney) or director, and given specific authority to sign on behalf of the company or business.
- 1.5. PPSA – The Personal Properties and Security Act
- 1.6. External Influences – Weather, personnel, excessive work load, product failure, catastrophes, environmental effects, impact, tampering, changing, editing, modification or adjustment. This includes things known as “Force Majeure”. External Influences can also come in the form of obstructions, other workers, missing parts or restricted access.
- 1.7. Hazardous items – Products, substances or materials which can be found as a personal or environmental hazard or which have a “non-beneficial impact”. Includes but is not limited to: Petro-chemical substances, liquids or fluids, gases, fumes, dusts and powders and airborne particles. Examples include: Asbestos, Acidic or Alkaline substances, Solvents, Oils and Greases
- 1.8. Confined Space – A location deemed a confined space as per WHS regulations.
- 1.9. Information – Documentation, data, designs, drawings, concepts, procedures, or ideas.
- 1.10. Communication – Information transferred between two parties via electronic, physical or other means, either in written, verbal or visual form.
- 1.11. Industrics Engagement Contract – a Document provided by Industrics to be filled by the client or purchaser which outlines the documentation and works requested.

2. Contract:

- 2.1. The client agrees that work requested by or on behalf of the client will be paid for as agreed with Industrics. Payment terms are outlined under section 3 of this document.
- 2.2. Quotations - shall be deemed a legal contract between the Vendor (Industrics) and the Purchaser (The Client) when agreed to by both parties, and this information is communicated to Industrics. Pricing is fixed for a thirty (30) day period from quotation date, during which time the client can agree to the quotation. After the thirty day period has lapsed, if the quotation has not been accepted by the client, the pricing may be reviewed by Industrics at its sole discretion. If a documented work schedule is not delivered to Industrics at the time of quote acceptance, Industrics reserves the right to adjust pricing due to market fluctuations, after a ninety (90) day period from quotation date. Free and uninhibited access to site or work areas is necessary for the quotation to be valid. If work is paused or stopped by the client for any reason, the costs of goods and services provided to the client or carried out on their behalf will be due and payable.
- 2.3. Estimations/Budget Pricing – shall be deemed a price guide only, which may vary at any time due to external influences, market fluctuation or business work load.
- 2.4. Rates Schedules – shall be deemed a quotation on labour rates only, and shall be handled in a similar manner to a quotation. The terms shall be the same as a price quotation. These rates are valid for normal working hours, excluding overtime, weekend or public holiday work.
- 2.5. Variations – shall be raised and chargeable to the client for changes to scope, design, exclusions, terms, hours of work, time scheduling or materials used. These are to be agreed upon by the client (using a form of communication) at the time of variation request. Variations will also be entitled to Industrics should External Influences play a part in the work or time involved, materials, scope or any further aspect of the contract.
- 2.6. Goods, Information and Services of Industrics which are desired or requested by the client must be formally documented and requested officially, with accompanying documentation. A formal agreement to provide the requested items is only entered into when Industrics agrees with the client to do so.

3. Payment:

- 3.1. The client agrees to pay for all goods and/or services supplied by Industrics by the time payable as stated on invoices, and if in doubt shall be fourteen (14) days from invoice date. An invoice is deemed a payment claim pursuant to the Personal Properties and Securities Act (2009).
- 3.2. Any payment default will void all entitled discounts and special pricing which was quoted. A late payment may be considered defaulting on a due payment.
- 3.3. If not outlined in the payment terms, payment shall be made at the beginning, progressively, and at the end of the contract. Nominally a 10% deposit will be due and payable on a fixed price quotation at the time of acceptance, a further 40% at the half-way milestone of the project, 40% at the energisation, handover or finish date of the project (whichever is earlier), and the final 10% will be due and payable on the final transmittal of agreed contractual documentation when supplied by Industrics.
- 3.4. Payment is to be made via direct deposit into the nominated bank account on Invoice.
- 3.5. If the client is held in receivership or is liquidated, no funds already transferred to Industrics will be held in remand or deemed the property of the client. The client indemnifies Industrics against the need to return funds to the client should the client be examined for unlawful or incorrect payments, especially in the case of company closure or liquidation.
- 3.6. The cost of debt collection and work associated with regaining moneys payable by the client will be paid for in full by the client.
- 3.7. Interest may be charged on overdue accounts, at a rate determined by Industrics.
- 3.8. Goods and services remain the property of Industrics and are to be granted full access to them until paid for in full by the client.
- 3.9. A client's energy supply may be removed or de-energised in the event of payment default.
- 3.10. If Industrics is taken into receivership, liquidation or closes down, the client is not entitled to goods, information or services which have not been paid for in full.

4. Time and scheduling:

- 4.1. Industrics shall not be held liable in the event of supplier mishap, incorrect product supply or supplier bankruptcy or liquidation for compliance with Time scheduling provided by the client.
- 4.2. Products and services specified and selected by the client for use by Industrics shall not be the responsibility of Industrics should the supplier become liquidated, bankrupt or close business. Long delivery lead times and order delays will not be the responsibility of Industrics if the delay causes late supply or delayed completion of a project,
- 4.3. Project schedules or work schedules are to be provided to Industrics before a quotation is provided to the customer, or Industrics will determine a suitable work time frame for the project which will be subject to change and market demand.
- 4.4. Liquidated Damages will not be charged to or payable by Industrics, unless specifically agreed upon in writing to the client (for the purpose) by a director or Authorised Signatory of Industrics

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- 5. Intellectual Property (I.P.):**
 - 5.1. Client and/or proprietary information provided to Industrics will not be deemed confidential or private unless it has both documented as such at the time of transmittal, and signed for as "received in confidence" on behalf of the company by a Director or Authorised Signatory of Industrics.
 - 5.2. All information delivered, transmitted or given to the client by Industrics is to be deemed the sole property of Industrics, unless paid for by the client specifically. In the case of the client paying for such information, the I.P. will be deemed the property of Industrics and the rights to such I.P. will be freely useable or re-sellable by Industrics at its sole discretion. In the case of an Intellectual Property Licence Agreement with the client, the rights are not transferrable or re-sellable by the client to another group or person.
- 6. Documentation:**
 - 6.1. No documentation will be provided to the client by Industrics within a quotation, estimate or "Do & Charge" agreement, unless it is clearly outlined in the scope of works or in the "Industrics Engagement Contract" at the beginning of the project.
- 7. Warranty:**
 - 7.1. Industrics warrants the materials according to warranty supplied by manufacturer
 - 7.2. Workmanship is warranted against defects for 90 days. Any rework required must be raised and brought to the attention of Industrics within 90 days of invoice.
 - 7.3. Warranty is only valid based on the information made available to Industrics at the time of purchase, and standards revised after purchase will not be applicable to the warranty.
 - 7.4. Warranty is made void by payment default, by exposor of the work, documentation or products to External Influences, (Including changes or adjustments made by client, misuse or abuse), or business closure.
- 8. Delivery:**
 - 8.1. Unless specified or outlined in the quotation, delivery to client's site or premises is not allowed for. Pick up of goods and products is available at an agreed time with Industrics from our premises.
- 9. Products and materials:**
 - 9.1. Unless specified or outlined in the quotation, special order components or materials have not been allowed for, and standard items of equipment only have been included. Changes to brand, colour, style or function are considered an extra.
 - 9.2. Unless provided with and signed to comply to, Preferred Equipment Lists will not be adhered to by Industrics.
- 10. Inductions and competencies:**
 - 10.1. Inductions requested by the client will be paid for by Industrics if covered in our scope and quotation.
 - 10.2. Industrics utilises the skills and abilities provided by our staff, and include competencies in the Engineering, Electrical, Data, Hazardous Area Installation and process control areas of work, Industrics utilises the skills of graduate and under-graduate staff, with and without qualifications in their respective fields of work. If a particular qualification is required or necessary for work on a particular site or project, we ask that you outline these in the contract.
 - 10.3. Industrics will remain in possession of an electrical contracting license for the term of the contract.
- 11. Insurances:**
 - 11.1. Public & Product Liability Insurance covers our work on and off site.
 - 11.2. Worker's Compensation Insurance covers our employees and staff.
 - 11.3. Insurance Policy Terms and Conditions are applicable to our terms and conditions, and our provision of Insurance cover is subject to the terms and conditions stated in the respective insurance policies we hold. Industrics does not insure work outside of what is covered by our insurance provider(s).
- 12. Site conditions:**
 - 12.1. Projects and work sites must be free from hazardous materials or substances, and extra costs to the client may be incurred if they are present onsite or in products to which Industrics is exposed.
- 13. Compliance and conformity:**
 - 13.1. Industrics endeavours to comply with all applicable Australian Standards to which it is mandatory to comply, relative to the work performed.
 - 13.2. Preferred Equipment Lists and client specifications will only be applicable to the project if they are delivered as part of the project scope before the contract commences.
 - 13.3. Industrics reserves the right to charge additionally to work carried out onsite, for work and documentation provided to the client and/or relevant authorities for the cause of the project. This can include COCEW forms, AFC's and such like.
 - 13.4. Instructions given by the client which contravene applicable standards and specifications shall be the responsibility of the client. Industrics waives responsibility for these works.
- 14. Liability:**
 - 14.1. Industrics will not be deemed liable for products and services (Including but not limited to: design, installation, recommendations, works and services) that it was not contractually 100% responsible for.
 - 14.2. Industrics reserves the right to waive responsibility of those of the group that make a statement in error, omit information or make a mistake when communicating on behalf of Industrics, unless it is formally documented as such and signed for on behalf of Industrics by a director or Authorised Signatory.
- 15. Supply cost:**
 - 15.1. A fall in cost or price of labour or materials to be paid for by Industrics, agreed to be sold to the client, shall not be an entitlement to the client to receive a price change.
 - 15.2. A rise in cost or price of labour or materials to be paid for by Industrics, agreed to be sold to the client, of above 10% within a 30 day period (Including but not limited to the price of Copper or other materials), will grant Industrics the right to not supply the customer with the goods and services, or to change the client's price.
- 16. Bank Guarantees:**
 - 16.1. Bank Guarantees are only supplied to client for the project when specified in the offer provided by Industrics.
- 17. Applicable Law:**
 - 17.1. Australian Law will be applicable to this contract, and if not specifically documented as being from another Australian State or Territory, will be governed by the laws of N.S.W.
- 18. Changes or Amendments:**
 - 18.1. No amendments to these terms and conditions will be valid unless made by an Industrics Director or Authorised Signatory.
 - 18.2. Industrics reserves the right to change these terms and conditions from time to time, and if superseded, a more recent copy may be found on the Industrics website. (www.industrics.com.au)
 - 18.3. No change or error in these terms or conditions shall invalidate the rest of the terms and conditions outlined by Industrics.