

## Terms and Conditions

These Terms and Conditions will apply to all Products and/or Services provided by Matt Farrell Electrical to the Customer and will apply notwithstanding any other terms proposed by the Customer.

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Contract:  
**Confidential Information** means the confidential and commercially-sensitive information of the disclosing party but does not include information which is, or comes into, the public domain;  
**Contract** means the Quote, Job Card and these Terms and Conditions as defined in clause 2;  
**Customer** means the person or entity specified in the Quote or Job Card;  
**Deposit** means the amount of 50% of the Price or otherwise stated in the Quote or Job Card, if required;  
**Force Majeure** means any acts of God, riots, civil disturbances, strikes, orders, decisions or measures of governmental authorities of whatever nature or denomination, or any other event which is unpredictable, insurmountable and outside the control of the parties;  
**GST** has the meaning given in the GST Act;  
**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* and any regulations or amendments;  
**MFE** means Matt Farrell Electrical Pty Ltd A.C.N 216 067 751 and its agents, employees or contractors;  
**Order** means the order placed the Customer for the Products and/or Services;  
**Premises** means the premises or building at the work address specified in the Quote for the Products and/or Services to be provided to;  
**Price** means the total amount due specified in the Quote;  
**Products** means any goods, materials or items supplied by MFE as specified in the Quote;  
**Quote** means the quote issued by MFE for the Products and/or Services;  
**Quote Period** means from the date of the Quote up to 30 days from the date of the Quote;  
**Services** means the services specified in the Quote;  
**Standard Business Hours** means the standard business hours of MFE, being weekdays from Monday to Friday, 6am to 6pm;  
**Taxable Supply** has the meaning given in the GST Act;  
**Tax Invoice** means the tax invoice issued by MFE for the supply of the Products and/or Services;  
**Unit Price** means the Unit Price specified in the Quote;  
**Warranty Period** means 12 months from the date that the Customer accepted the Products and/or Services;

### 2. QUOTATION AND AGREEMENT

2.1. MFE may provide the Quote in accordance with these Terms and Conditions at the request by the Customer.  
2.2. The Quote is valid for the Quote Period and will expire after upon expiry of the Quote Period.  
2.3. MFE reserves the right to withdraw, amend or revise the Quote after the expiry of the Quote Period.  
2.4. The Price specified in the Quote is based upon:  
2.4.1. the existing wiring at the Premises satisfies and meets current industry standards, including Residual Current Device (RCD) and RCD protection, unless otherwise stated in the Quote;  
2.4.2. all Products and/or Services being provided by MFE in one visit to the Premises, unless otherwise stated in the Quote;  
2.4.3. the use of emergency generator by MFE in providing the Products and/or Services not being required or provided, unless otherwise stated in the Quote;  
2.4.4. information provided by the Customer to MFE being accurate;  
2.4.5. all Products and/or Services being provided by MFE during Standard Business Hours.  
2.5. The Customer may place the Order in accordance with these Terms and Conditions and MFE may accept the Order.  
2.6. A Contract is entered into between the Customer and MFE when:  
2.6.1. MFE accepts the Order for the Products and/or Services; and  
2.6.2. the Customer pays the Deposit to MFE, required by MFE, in accordance with the Quote, Order and these Terms and Conditions.

### 3. PRODUCTS AND SERVICES

3.1. All descriptions, documents and illustrations given to the Customer by MFE are a general guide of the Products and Services only and are not representations, warranties, terms or conditions of this Contract and do not form part of this Contract.  
3.2. MFE reserves the right to:  
3.2.1. amend the specifications of the Products and/or Services without notice to the Customer and without affecting this Contract. MFE will notify the Customer as soon as possible of the amended specifications and changes to the Price, if any;  
3.2.2. amend the Price if, during MFE providing the Products and/or Services, MFE becomes aware of underground rocks or any other unforeseen issues that require substantially more time, Products and/or Services to be provided by MFE. MFE will notify the Customer as soon as possible of the changes or amendments to the Price, if any;  
3.2.3. engage the services or assistance of a sub-contractor to provide the Products and/or Services;  
3.3. MFE will provide the Products and/or Services:  
3.3.1. in a timely, workmanlike manner with due care and skill;  
3.3.2. during the Standard Business Hours, unless otherwise stated in the Quote or agreed with the Customer.  
3.4. The Customer must:  
3.4.1. allow MFE access to the Premises to provide the Products and/or Services and ensure that the Premises are secure, clean, orderly, safe and fit for the Products and/or Services to be provided;  
3.4.2. provide adequate power, water and other utilities;  
3.4.3. inform MFE of any specific safety procedures or regulations required and any danger at the Premises; and  
3.4.4. inform MFE of the position of service pipes, wiring and plumbing.

### 4. PRICE

4.1. In consideration of the Products and/or Services, the Customer must pay to MFE the Price in accordance with this Contract.  
4.2. All amounts payable under this Contract, including the Unit Price, are expressed as exclusive of GST. If GST is payable in relation to a Taxable Supply, the amount payable for the Taxable Supply by the Customer is the amount for that Taxable Supply specified in the Quote or this Contract plus GST.  
4.3. If MFE is liable to pay any taxes, levies, duties or tariffs for the Products and/or Services, the Customer must pay MFE the amount that MFE is liable to pay.  
4.4. MFE reserves the right to review and amend its pricing at any time.  
4.5. The Customer authorises MFE to set-off without notice any amount received from the Customer or held by MFE on behalf of the Customer against any amount owing by the Customer to MFE.

### 5. PAYMENT

5.1. The Customer agrees to pay MFE the amount specified in the Tax Invoice within 7 days of the date of the Tax Invoice, without set-off or deduction.  
5.2. All invoices must be paid in cash or electronically transferred to MFE's bank account as specified on the Tax Invoice.  
5.3. If the Customer fails to pay any amount to MFE when it is due:  
5.3.1. MFE is entitled to:  
5.3.1.1. charge interest on any amounts unpaid and overdue at a rate of 1.5% per month;  
5.3.1.2. suspend delivery of the Products and/or Services;  
5.3.1.3. terminate the Contract;  
5.3.1.4. demand payment for Products and/or Services already provided by MFE;  
5.3.2. the Customer will pay interest if MFE, in its discretion pursuant to clause 5.3.1.1, charges interest.  
5.4. MFE may provide credit facilities to the Customer for payment of the Tax Invoice. The terms of the credit facilities are:  
5.4.1. MFE may withdraw the credit facilities at any time prior to the delivery of the Products and/or Services;  
5.4.2. the terms of the credit facilities will be advised to the Customer by MFE at the time that MFE advises that credit facilities are being provided.

### 6. TITLE AND RISK

6.1. Property and title to the Products will not pass to the Customer until the date that the Customer makes payment in full for the Products and/or Services.  
6.2. If the Customer fails to make payment in full for the Products and/or Services, MFE may require the Customer to return the Products to it upon demand and the Customer authorises MFE to enter the premises where the Products are stored to inspect the Products or retake possession of the Products at any time.  
6.3. The Customer must not damage, deface or dispose of the Products until title has passed to the Customer.  
6.4. The Products are at the sole risk of the Customer as soon as they are dispatched to the Customer or delivered in accordance with this clause.  
6.5. Despite clause 6.2, MFE is entitled to maintain an action against the Customer for the amount of the Tax Invoice for the Products and/or Services.

### 7. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

7.1. The Customer agrees and undertakes to do anything MFE requires (such as obtaining consents and signing and producing documents) in connection with the registration of the Contract or any other documents on any register established pursuant to the PPSA. In the event the Customer neglects or fails to deliver such document(s) to MFE, the Customer appoints MFE to be its lawful attorney for the purpose of signing and registering such document(s).  
7.2. The Customer agrees and acknowledges that this Contract constitutes a security agreement for the purposes of the PPSA and that a security interest exists in all Products (and their proceeds) previously supplied by MFE to the Customer (if any) and in all future Products (and their proceeds);  
7.3. The Customer irrevocably grants to MFE the right to enter upon its property or premises, without notice, and without being in any way liable to the Customer or to any third party, if MFE has cause to exercise any of MFE's rights under section 123 and/or 128 of the PPSA, and the Customer agrees to indemnify MFE from any claims made by any third party as a result of MFE exercising such rights.

### 8. ACCEPTANCE OF PRODUCTS AND/OR SERVICES

8.1. The Customer will be deemed to accept the Products and/or Services upon:  
8.1.1. delivery of the Products to the Premises; and  
8.1.2. 14 days after completion of the Services by MFE, unless otherwise agreed.  
8.2. If the Customer finds any of the Products and/or Services to be defective, the Customer may, within 14 days after delivery of the Products or 14 days after completion of the Services, and acting reasonably:  
8.2.1. reject the defective Products and/or Services by notifying MFE in writing and setting out the reasons for rejection; and/or  
8.2.2. request MFE to make good the defective Products and/or Services at no additional charge to the Customer.

### 9. WARRANTIES

9.1. The Customer acknowledges that:  
9.1.1. it has satisfied itself that the Products and/or Services are suitable for the Customer's purpose;  
9.1.2. it has not relied upon any warranty or representation from MFE in relation to clause 9.1.1.  
9.2. In entering into this Contract, the Customer warrants:  
9.2.1. It has obtained all necessary approvals for the acceptance of the Products and/or Services;  
9.2.2. It has complied with every applicable legal and regulatory requirement of any government or other relevant authority in the Premises; and  
9.2.3. that all necessary licences or permits required in connection with this Contract have been lawfully obtained.  
9.3. Except as set out expressly in this Contract and to the extent permitted by law, MFE does not give and is not bound by or subject to any condition, term, warrant, representation or obligation in connection with this Contract whether such condition, term, warranty, representation or obligation is implied by any statute, law, custom, trade usage or otherwise.  
9.4. MFE will perform the Services with due care and skill.  
9.5. The warranties provided under this clause will not be honoured where:  
9.5.1. the Customer fails to notify MFE in accordance with clause 8.2;  
9.5.2. the defect in material or fault in the manufacture of the Products is not notified to MFE in writing within the Warranty Period;  
9.5.3. the Products are used, other than for the purpose stated in this Contract;  
9.5.4. the Products are altered or modified without MFE's prior approval;  
9.5.5. the Products are serviced by persons other than MFE;  
9.5.6. the claim relates to consumable items, such as batteries, fuel, seals, screws and other like natured items.  
9.6. These warranties are in addition to other rights and remedies available to the Customer at law, including the Australian Consumer Law.

### 10. REPAIRS

10.1. The Customer must notify MFE in writing of all Product returns.  
10.2. For claims made by the Customer within the Warranty Period, MFE will, at MFE's discretion:  
10.2.1. replace, repair or resupply the Product; or  
10.2.2. pay the cost of replacing, repairing or resupplying the Product; or  
10.2.3. resupply the Services.  
10.3. For claims made by the Customer after the Warranty Period has expired, MFE will provide a Quote to the Customer to repair or replace the Product and/or Services.  
10.4. All costs associated with the delivery of Products and/or Services under this clause will be the responsibility of:

10.4.1. MFE if the Product is returned during the Warranty Period;  
10.4.2. Customer if the Product and/or Services are returned after the Warranty Period has expired.

### 11. LIABILITY AND INDEMNITY

11.1. Notwithstanding any other clause of this Contract, to the extent permitted by law, MFE's liability:  
11.1.1. is limited at MFE's option to one of the following:  
11.1.1.1. replacement, repair or resupply of the Products and/or Services;  
11.1.1.2. cost of replacing, repairing or resupplying the Products and/or Services;  
11.1.2. will not exceed the Price and the Customer shall to the fullest extent permitted by law, save, indemnify, defence and hold harmless MFE from any claim or liability exceeding the Price, regardless of the cause.  
11.2. MFE is not responsible to the Customer or any other party for any loss of revenue, profit, anticipated revenue, anticipated profit, business opportunity, reputation, goodwill, whether direct or indirect, consequential or inconsequential injury, loss or damage whatsoever by reason of any delay in delivery, deterioration, deficiency or other fault or harm in the Products and/or Services and whether or not due to the negligence of MFE.  
11.3. The Customer saves, indemnifies, defends and holds harmless MFE against all claims, losses, liabilities, legal costs (on a full indemnity basis) and other costs and expenses incurred by MFE arising directly or indirectly as a result of or in connection with:  
11.3.1. a breach or non-performance of any of the obligations or warranties of the Customer under this Contract, whether express or implied;  
11.3.2. any personal injury or death to any person or damage to property caused or contributed to by the performance of this Contract by MFE and/or the entry onto and the Services undertaken on the Premises.  
11.4. To the extent permitted by law, the rights and remedies in this Contract are the sole and exclusive rights and remedies available to the Customer in connection with this Contract and the supply or failure to supply the Products and/or Services.

### 12. PRIVACY AND CONFIDENTIALITY

12.1. Subject to any applicable privacy legislation, MFE may give a credit reporting agency personal information of the Customer.  
12.2. The Customer consents to and authorises MFE to:  
12.2.1. obtain information about the Customer's credit worthiness from its bank or any trade reference and/or any other credit provider and or credit reporting agency; and  
12.2.2. give a credit reporting agency information about the Customer's credit.  
12.3. Each party will otherwise keep Confidential Information it receives under this Contract confidential.

### 13. TERMINATION OF CONTRACT

13.1. MFE may terminate this Contract:  
13.1.1. immediately on written notice if the Customer is in default of this Contract and the default is not remedied within 14 days of receiving written notice to remedy the default;  
13.1.2. immediately on written notice if the Customer becomes bankrupt, is ordered to wind up, passes into liquidation or administration or has a receiver, manager or administrator appointed; or  
13.1.3. for any reason in its absolute discretion upon giving 14 days written notice to the Customer.  
13.2. If this Contract is terminated, the Customer must pay to MFE all amounts owing to MFE up to the date of termination of this Contract, including reasonable costs incurred by MFE as a result of the termination of this Contract (including third party cancellation fees and administrative costs).  
13.3. The Customer may terminate this Contract or cancel all or part of the Order before the Products and/or Services have been provided by MFE and with the written consent of MFE.  
13.4. If this Contract is terminated or the Order is cancelled before the Products and/or Services have been provided by MFE, the Customer must pay to the MFE all costs incurred by MFE as a result of the termination of this Contract or cancellation of the Order, including any third party costs incurred by MFE in relation to this Contract.  
13.5. If this Contract is terminated or the Order is cancelled after the Products and/or Services have been provided by MFE, the Customer must pay to MFE the Price unless otherwise agreed by MFE in writing.

### 14. FORCE MAJEURE

14.1. If MFE is prevented, hindered or delayed in providing the Products and/or Services under this Contract as a direct result of a Force Majeure, MFE will not be in breach or default of this Contract for the duration of the Force Majeure.  
14.2. If a Force Majeure takes effect, MFE and the Customer will use their best efforts to remedy the situation to the extent possible.  
14.3. MFE will be entitled to deliver, and the Customer must take and pay for the part of the Products and/or Services as can be delivered, while the Force Majeure event exists.

### 15. GOVERNING LAW AND JURISDICTION

15.1. This Contract is governed by and construed by the laws of Queensland, Australia.  
15.2. The parties submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

### 16. GENERAL

16.1. The Customer must not assign its rights, duties and obligations under this Contract without MFE's written consent.  
16.2. MFE may sub-contract the Services, assign this Contract or assign any of MFE's rights or obligations under this Contract to a third party.  
16.3. This Contract contains the entire understanding between the parties concerning the subject matter of this Contract and supersedes all prior communications.  
16.4. The failure of either party to enforce any provisions of this Contract will not waive the right of that party thereafter to enforce any such provisions.  
16.5. All notices and consents relating to this Contract must be in writing.  
16.6. All amendments or variations to this Contract, the Order or the Quote must be in writing and signed by MFE and the Customer, except as specified above.  
16.7. If any term of the Contract is held by a court to be illegal, invalid or unenforceable for any reason, that term will be severed from this Contract and the remaining terms and conditions will continue to remain in force and be unaffected.