

Sydney Electrical Appliance Testing – ABN 66 630 649 743

General Terms and Conditions

All contracts for services and products provided by Sydney Electrical Appliance Testing, herein known as 'SEAT' will be subject to these terms and conditions. The contract is between the Customer and SEAT, ABN 66 630 649 743. These conditions include any special conditions noted on the quotation.

Access to appliances under test

Easy access to appliances which are to be inspected and /or tested is required. Appliances should be out of cupboards, boxes etc, and placed on a table or other suitable surface where inspection and testing can be carried out.

Access to the Customer's premises for the purpose of conducting the inspection and testing is also required. Parking for SEAT's vehicle(s) will be provided by the customer, or a surcharge may be payable by the customer. Where the customer cancels a booking with less than 24 hours notice or access cannot be gained to appliances for inspection, a cancellation fee equal to the minimum call-out fee per technician will be payable. The minimum call-out fee is generally \$165 plus GST per technician, and increases with distance from the Sydney CBD.

Types of appliances

"Standard Appliances" means all single-phase 10 ampere and 15 ampere portable electrical appliances which are approved for use in Australia, and connect to the power supply by means of an Australian 2-pin or 3-pin plug, except for multiple-outlet devices such as powerboards and devices which incorporate an RCD (Residual Current Device, also known as a 'Safety Switch').

"Non-standard appliances" include:

- (a) Devices with an RCD
- (b) Multiple outlet devices such as looms and powerboards
- (c) 3 phase appliances

Test and Tag service policy

Inspection and testing of standard appliances does not include

- (a) repairs
- (b) replacements
- (c) inspection or testing of non-standard appliances
- (d) parts

Access to the Customer's premises and to the appliances under test must be provided in accordance with the section of these Terms and Conditions entitled "Access to appliances under test." Where these conditions are not met, SEAT reserves the right to charge the Customer at an hourly rate in addition to test and tag price. Unless quoted otherwise, the hourly rate will be \$60.00 per hour per technician excluding GST. Cancellations of bookings with less than 24 hours notice will incur a fee of \$150.00 per technician excluding GST.

Where SEAT detects hazards at the Customer's premises, the Customer authorises SEAT to take such action as is considered necessary by SEAT to remediate or isolate the hazard. Such actions may include, but are not limited to:

- (a) removing equipment from service
- (b) placing a "Do not use" notice on the equipment
- (c) removing the plug or cable from a faulty appliance
- (d) disposing of equipment

Terms of trade

SEAT invites offers for its goods and services in accordance with its General Terms and Conditions, copy attached. No act by SEAT, including supply of samples and quotation of prices constitutes an offer by SEAT. Quotes are valid for 30 days unless withdrawn.

Payment

Specific payment terms may be stated on the quotation, but generally final payment must be made on completion of services, or delivery of products. Where services are rendered over a period longer than 7 days, weekly progress payments may be required. Where custom equipment is manufactured, a deposit of 50 percent of the total contract price must be made on acceptance of the offer, and the remaining 50 percent must be made on delivery of the product.

For approved credit account customers, payment is due no later than 30 days from the invoice date. If the Customer fails to make payment by the due date, then, without prejudice to any other right or remedy, SEAT will be entitled to cancel any unfilled order, suspend any further deliveries or works until the account is in order, withdraw credit facilities, and interest at the rate of 10% per annum calculated daily will be payable on all outstanding amounts not paid within terms. If legal action is taken to recover monies due to SEAT, then SEAT reserves the right to charge the Customer all fees incurred in such proceedings.

Retention of title

Title of goods shall only pass to the customer following full payment of the contract price. SEAT reserves the right to recover (reclaim) the products if the invoice is not paid within the terms of this contract and the customer hereby gives consent for the authorised agent or representative of SEAT to enter the Customer's premises for this purpose. The Customer shall not have any power to sell, lease, charge or encumber the products whilst in its possession or otherwise until payment in full has been made.

Delivery

SEAT reserves the right to charge delivery costs to the Customer.

SEAT is not liable to compensate the customer for late delivery or non-delivery. The customer has the right to cancel the contract by notice in writing prior to delivery in the event of non-delivery by more than 7 days from the agreed delivery date.

In the event of cancellation for late-delivery or non-delivery, any deposit paid will be refunded.

Inspection

The customer must inspect the products as soon as is reasonably possible after delivery or completion of services. Except as set out under "Warranty", SEAT is not liable for any existing damage or defect in products unless written notice is given to SEAT within 3 working days of delivery or completion of service. This does not affect customers' statutory rights.

Any liability of SEAT for defective or non-delivered product is limited to repairing or replacing the products within a reasonable time, or to refund any money already paid in respect of the defective products. Where products are part of a set, refund or repair liability extends only to the defective or non-delivered part of the set.

Warranty

SEAT will endeavour to transfer to the Customer the benefits of any warranty or guarantee given to it by the manufacturer of any products or modules which SEAT supplies. In the case of products manufactured by SEAT for a specific purpose, SEAT may specify the period of the warranty on the quotation. Where it is not otherwise specified, the warranty period shall be 3 months from the date of delivery. Warranty only applies where the product is faulty because of materials, workmanship or design, and will be made good by repair or replacement at SEAT's sole discretion.

SEAT will not be liable for defective goods where the defect arises because any entity other than SEAT or its authorised representative or agent has:

- i. Repaired or altered the product without written permission from SEAT;
- ii. Failed to use industry best practice in using or handling the product; or
- iii. Subjected the product to conditions outside of the manufacturer's stated instructions on storage, installation, usage or maintenance, or has otherwise damaged the goods.

Any product repaired or replaced under this clause will be guaranteed on these terms for any unexpired portion of the warranty period given on the original products.

Product Return Expenses

The customer accepts liability for all freight and other costs incurred in the return of products including warranty repair or replacement of faulty products.

Liability

Except in the case of gross negligence or wilful misconduct by SEAT, SEAT shall not be liable to any person for any indirect or consequential damages, loss, expense or claims for consequential compensation whatsoever which arise out of or in connection with any contract. To the fullest extent permitted by law, the Customer releases SEAT and associated entities from and indemnifies against all liability whatsoever for any injury, loss or damage, however arising.

Intellectual property rights

Unless otherwise agreed in writing by SEAT, all intellectual property rights with respect to designs including but not limited to hardware, software, styling and artistic designs are retained by SEAT.

Maintenance

On-going maintenance and service costs are not included in the contract price. Some products require ongoing maintenance which is specified in the operating instructions, as a condition of the warranty.

Performance

SEAT will not be in breach of this contract by reason of any delays in performing, or failure to perform its obligations under the contract where circumstances arise which delay or prevent SEAT from performing its obligations. Subject to the customer's rights under "Delivery" in these conditions, SEAT may, at its option, delay the performance of or cancel the whole or any part of a Contract.

Relationship

During the term of this contract, the relationship between SEAT and the Customer is that of vendor and purchaser. The Customer, its agents, employees and dealers, under no circumstances will be deemed to be agents or representatives of SEAT, nor will any of them have the right to enter into any contracts or commitments in the name of SEAT or otherwise to bind or commit SEAT.

Severance

If any provision of this contract is wholly or partly invalid, unenforceable, illegal, void or voidable, this contract must be construed as if that provision or part of a provision had been severed from this contract and the parties remain bound by all of the provisions and part provisions remaining after severance.

Jurisdiction

This contract is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this contract.

Interpretation

In this contract, unless the context otherwise requires:

- i. A reference to the singular includes the plural and vice versa;
- ii. A reference to any party to this contract includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;
- iii. A reference to an individual shall include corporations and vice versa; and
- iv. If a word or expression is defined, its other grammatical forms have a corresponding meaning.

In this contract, headings are for convenience only and do not affect interpretation.