



Terms of Trade

1. DEFINITIONS.

1.1 "We" "us" and "our" shall mean and refer to **Abernethy Electrics Ltd**, its agents or employees.

1.2 "You" and "your" shall mean the customer or client and any person acting on your behalf or any person or entity purchasing goods or services from us.

1.3 "Goods" "Services" "Works" "Job" "Project" or "Contract" shall mean all goods, materials or services provided by us to you, and shall include without limitation the supply and / or installation and / or repair of any item or system and shall include labour costs, hire charges, insurance charges, freight charges or any fee or charge to us associated with works carried out on your behalf.

2. SUPERSEDES PRIOR TERMS OF TRADE.

2.1 These terms of trade supersede any terms of trade we may have issued to you before.

3. APPLICATION FOR CREDIT.

3.1 We require you to complete our credit application form if requested before the supply of goods or services by us to you.

4. AUTHORISATION.

4.1 An instruction from you, your agents or employees in written or verbal form to proceed with any works shall constitute a binding instruction to proceed with the instructed works and shall mean you have accepted a quotation or budget estimate we have given for the work, and these terms of trade, and undertake to pay us for the work in accordance with these terms.

4.2 We reserve the right to charge for goods and services relating to the investigation or testing equipment to determine viability for the conduct of repair.

5. PAYMENT TERMS.

5.1 All accounts are payable in accordance with the payment terms as detailed in the CONSTRUCTION CONTRACTS ACT 2002 (payment claims, payment schedules and invoicing). Where the CONSTRUCTION CONTRACTS ACT 2002 is not applicable, payment of invoices is to be by or on the 20th day of the month following the date of the invoice without deduction or offset.

5.2 If a project is not completed within a calendar month a progress claim invoice for the value of work completed shall be sent to you at the end of each month.

6. PAYMENT DELAY OR DEFAULT.

6.1 In the event of delay or default in payment all charges from us to you shall be payable on demand.

6.2 We reserve the right to charge a late payment interest charge of 2.5% per month on any overdue accounts.

6.3 If the account is not paid within 30 days after the due date, our debt recovery agent may charge you a fee equal to 25% of the unpaid portion of the account, but not less than \$25.00. If there are legal and other costs arising from recovery of any amount owing that exceeds the debt recovery fee charged, our agent is also entitled to recover such additional costs from you thus you shall be liable for all costs incurred by us in the recovery of your debts to us including solicitor's fees and/or debt collection agency fees.

7. DISPUTES

7.1 No claim or dispute relating to Products, Goods and Services shall be considered unless made within seven (7) days of delivery.

7.2 Any errors or dispute of the invoice value must be brought to our notice immediately after receipt of our invoice. Failure to do so shall require you to make payment in full on the due date.

8. OFF SITE MATERIALS.

8.1 Any materials purchased specifically for work or a project for you and held in our store shall be invoiced to you at the end of each month, for payment in full on or before the 20th of the month following.

8.2 This material shall be stored separately, identified as belonging to you and insured under our insurance policy.

9 WARRANTY.

9.1 We fully warranty all aspects of the work we have carried out for you against faulty materials or workmanship for a period of twelve months from the date of our invoice to you; fair wear & tear and damage beyond our control excepted. This warranty shall not apply if others have attempted to repair any fault or the work we have carried out has been modified from how it was originally installed or carried out by us. Manufacturer's warranty applies where applicable.

10. NOTICES.

10.1 Any notices that are required to be served from either us to you or you to us, shall be accepted by mail, fax or email at the last known address for the party concerned.

11. RISK.

11.1 Upon delivery by us to your premises of goods or services, the risk of loss or damage to these goods or services shall pass to you regardless of whether the works are complete.

12. GOODS IN STORAGE AND UNDER REPAIR.

12.1 Any goods or material owned by you stored in our workshop whether for temporary storage or repair shall be covered by our insurance.

13. RETURN OF GOODS.

13.1 We reserve the right to decline to accept the return of goods or materials for credit that we have bought in specifically for you were our supplier shall not allow us to return them for credit.

13.2 In the event that we accept goods returned for credit we shall retain 15% of the value as a handling charge.

14. CANCELLATION OF ORDER.

14.1 You shall not be able, without our agreement, to cancel any order to provide services or supply materials to you after we have commenced installation work or placed orders with our suppliers for material specific to the project or works to be carried out.

15. HEALTH & SAFETY.

15.1 You shall be asked by our representative about any health or safety issues relating to your site. It is your responsibility at the time of arrival of our staff to inform them.

15.2 We reserve the right to withdraw our staff from your site at any time for breaches of or our concerns regarding health and safety on the site.

16. CONFIDENTIALITY AND USE OF INFORMATION.

16.1 You agree that we may obtain information about you from you or any other person in the course of our business with you, including credit assessment and debt collection.

16.2 We may reserve the right to register a debt in accordance with Personal Property Securities register requirements.

16.3 All quotations, designs, drawings & specifications supplied by us to you are confidential and may not be copied or disclosed in any form to any other party.

17. COMPLIANCE, STANDARDS OF WORKMANSHIP AND PROJECT COMPLETION.

17.1 We shall carry out all work on your behalf to a high standard and in complete compliance with the legal enactments, statutory and regulatory requirements and all recognised codes of practise in respect of the Goods and Services.

18. FACILITIES.

18.1 You shall make available for our use on any site on which we are working for you the following facilities: Single phase electric power, Clean drinking water, Toilet facilities, and On site parking for our trade vehicles.

18.2 In the event that you fail to provide these facilities, we shall provide them and invoice you for the cost.

19. MISCELLANEOUS

19.1 Force Majeure. We shall not be liable for delay or failure to perform our obligations if the cause of delay or failure is beyond our control.

19.2 Failure by us to enforce any of the terms and conditions contained in this Terms of Trade shall not be deemed to be a waiver of any of the rights or obligations we have under these Terms of Trade.

Signed by Buyer.....

Name of Buyer.....

Company Name

Date.....