

Terms and Conditions

These are the Standard Sales Terms and Conditions of Sale governing, and incorporated into, a Sales Quotation or Invoice supplied by C J & C M Appleton Trading as Queensland Pool Solutions and/or Queensland Pool Inspections (ABN 578 1414 3889), referred to as the "Company".

1. PRICE

- (1) Subject to this clause, prices quoted by the Company are valid for thirty (30) days from the date of the quotation.
- (2) Prices are quoted on the assumption that work under the contract will be carried out during a normal Monday to Friday working week between the hours of 8:00 am to 5:00 pm. Work required by the customer or otherwise necessitated outside of these hours, shall increase the quoted price.
- (3) Any addition to or variation of the services or materials will result in an adjustment to the quoted price.
- (4) The Company reserves the right to pass on to the customer any increase in the cost of materials from suppliers that may arise or occur after the date of the initial sales quotation/invoice.

1. PAYMENT

- (1) Payment for services and materials must be made no later than the due date indicated on the invoice provided.
- (2) Overdue accounts may be subject to a late payment administration fee of \$10.00 plus interest at the rate of 10% p.a., calculated for the period from when the account is due until the date it is paid.
- (3) In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.
- (4) A surcharge of 2% (including GST) of the total invoice may be added to all credit/debit card payments for merchant and administrative costs. This surcharge is non-refundable.
- (5) When payment is not received by due date of invoice client has repudiated any terms and conditions and loses the benefit of any future after care service purely at the discretion of the Company.

1. PROGRESS CLAIMS & DEPOSITS

- (1) At its discretion, the Company may submit, and the customer shall pay, progress claims during the course of supply of services and materials at such times and at such intervals the Company thinks appropriate.
- (2) The Company may refrain from commencing or continuing work until any outstanding progress payment is received.
- (3) The Company may require at any time, and request, a deposit on an accepted Sales Quote as detailed on the Quotation provided.
- (4) The customer shall not be entitled to retain any part of the contract price by way of security.

1. PUBLIC LIABILITY & PROFESSIONAL INDEMNITY INSURANCE

The Company maintains adequate Public Liability and Professional Liability Insurance.

1. TITLE

- (1) Title and property in goods and materials supplied remain with the Company until the customer has paid in full for all materials and services supplied.
- (2) In the event the customer fails to pay for goods, materials and services under the contract in full the Company reserves the right to enter any premises at which the goods and materials are situate to recover the goods and materials whether affixed or otherwise left there by the Company. The customer authorises the Company to gain access to any premises in which those goods and materials may be situate.
- (3) The right of the Company to recover goods and materials shall not be affected by the fact that the goods and materials have been attached to other goods, or commingled, or become a fixture(s) of the customer's premises or have otherwise been dealt with by the customer.
- (4) While the Company retains title to and property in the goods and materials the customer shall not deal with the goods and materials or any property to which they may be affixed or in which they may be situate.

(5) The customer will consent to registration of the interest of the Company under the Personal Properties Securities Act 2009 (Cth) and will execute any instruments necessary to perfect such registration.

1. RISK & LIABILITY

(1) The customer shall ensure that the Company personnel will not be exposed to risk to health or safety when carrying out work for the customer at the customer's premises.

(2) The customer shall be and shall remain liable at all times for all risks associated with work performed by the Company personnel on the site of the works and for all risks associated with any goods and materials supplied or affixed, either in part or in full, at the site of the works.

(3) Risk of loss, damage or destruction to the services or materials, or any part thereof shall pass to the customer on supply.

1. INDEMNITIES

(1) The customer shall indemnify and hold the Company harmless from and against:

(a) Any liability howsoever arising for loss or damage whether under statute or at common law in respect of personal injury to or death of any person either directly or indirectly by any act or omission on the part of Company personnel while under the supervision or control of the customer save where such injury or death is caused solely by the negligence of the Company personnel;

(b) Any liability howsoever arising for loss or damage to any real or personal property as a consequence direct or indirect of any act or omission on the part of Company personnel while under the supervision or control of the customer save where such loss or damage is caused solely by the negligence of the Company personnel; and

(c) Without limiting the effect of clause 7(1)(a) and (b) above, any product liability concerning goods manufactured by the customer.

(2) The customer shall indemnify the Company in the event that Company personnel sustain injury or deterioration of health as a consequence of a breach by the customer of clause 7(1).

1. GUARANTEES & WARRANTIES

(1) The defects liability period for services and materials commences on the date of supply and ends one calendar year from that date unless otherwise notified in writing.

(2) Subject to clause 8(4), as soon as practicable after supply, the Company shall rectify any defect or omission in the services or materials manifest at the time of supply.

(3) Materials not manufactured by the Company are covered by the express guarantee of the manufacturer only and while the Company may assist the customer in pursuit of any claim against the manufacturer it shall not be liable to the customer for defects or failures therein.

(4) The guarantee given on any materials provided or associated with the contract shall become void if:

(a) Modification to any services performed by the Company, damage however caused, or modification of any materials supplied by the Company are performed by any party other than the Company personnel or authorised agents of the Company;

(b) The customer fails to sufficiently maintain any associated work performed by the Company, or fails to sufficiently maintain any materials supplied by the Company, including but not limited to corrosion of materials; or

(c) There occurs misuse or use by the customer in a manner other than that intended or specified by the Company of any work, or misuse or use other than that intended or specified by the Company of materials supplied by the Company.

(5) In accordance with Schedule 2 Section 64A of the Competition and Consumer Act 2010 (Cth) the liability of the Company for failing to comply with a guarantee and for supply of defective goods or services is limited to one or more of the following:

(a) Replacement of materials or the supply of equivalent materials;

(b) Repair of materials;

(c) Payment of the cost of replacing the materials or acquiring equivalent materials;

(d) Payment of the cost of having the materials repaired;

(e) Supplying the services again; or

(f) Payment of the cost of having the services supplied again.

1. INTELLECTUAL PROPERTY

The Company retains all rights to, and ownership in any intellectual property associated with or arising from the supply of services including design work unless otherwise agreed.

1. CONFIDENTIALITY

Computer programs, plans, layouts, circuit drawings, sketches, specifications, and other documents or information that would reasonably be considered confidential, supplied by either the customer or the Company, must be kept confidential and not be disclosed to a third party by either the customer or the Company without the prior written consent of the other party, except:

(1) to a third party as required by law; or

(2) to professional advisers and other experts for the purposes of determining, resolving or settling any dispute between the customer and the Company in connection with the contract.

1. CUSTOMER'S DEFAULT

(1) In addition to the right to claim interest on moneys in default and legal costs of recovery, the Company may suspend the supply of services and materials under the contract if the customer fails to pay an invoice or progress payment within the stipulated time.

(2) Prior to the Company suspending supply under the contract for unpaid invoice or progress payment, it shall give the customer two (2) business days' notice of the anticipated suspension and the Company at its absolute discretion may grant an exemption of time.

1. RIGHT OF THE COMPANY TO TERMINATE THIS AGREEMENT

We have the right to terminate any agreement for works immediately and without notice, whether verbal or written at our discretion. We reserve the right to suspend works due to non-payment at our discretion immediately and without notice, unless required by law, and as per our terms and conditions.

Any waiver of the terms is a waiver for that event only.

1. ENTIRE CONTRACT

(1) The contract constituted by the acceptance of a quotation shall be read and construed in accordance with these terms and conditions and no other terms or conditions shall be introduced unless mandated by statute or by the written agreement of the parties hereto.

(2) Any term or condition of this contract that offends any statute shall be excised from the contract without affecting the remainder.

(3) Any amendment or variation to this contract shall be in writing signed by the parties.

1. GENERAL

(1) The customer shall inform the Company personnel of:

(i) general and specific safety requirements as and when they arise, in relation to the site; and

(ii) any incident or potential hazard that may cause harm to Company personnel.

(3) The Company personnel shall present in Company corporate uniform whilst attending and working at the site.

(4) The Company personnel shall, unless otherwise agreed, provide all necessary tools of trade for the carrying out and completion of work under the contract.

(5) Wherever used in this contract; "contract price" shall mean the quoted price as varied; "materials" include consumables plant equipment and devices supplied in the course of the contract.

(6) If any term or condition of this contract is found to be void it shall be excised without affecting the enforceability of the remaining terms or conditions.