

Abuzz Electrical Contracting (ABN 48 366 201 548)
TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

GENERAL TERMS AND CONDITIONS

The following are the terms and conditions ("Conditions") upon which the offer to supply goods or services by Abuzz Electrical Contracting (ABN 48 366 201 548) ("Abuzz") to the addressee named in the Order ("Customer") is made, and form part of the offer to supply goods or services (the "Order") and the terms and conditions upon which the goods and services described in the Order (collectively the "Goods") are to be sold or supplied by Abuzz to the Customer.

1. CONDITIONS CONSTITUTE WHOLE CONTRACT

- (a) Except to the extent to which these terms and conditions are expressly varied by Abuzz Electrical Contracting (ABN 48 366 201 548) ("Abuzz") in writing in the Order these terms and conditions shall apply to the Goods the subject of the Order and shall constitute all of the terms and conditions of any contract for sale of the Goods to the Customer. The acceptance of this Order by the Customer shall constitute an acceptance by the Customer of these terms and conditions absolutely and without amendment as the terms and conditions of the contract for sale.
- (b) Where the Order is comprised of different items or services or two or more units of the same item or service, the Customer's acceptance of the Order shall be deemed to have created separate contracts (each of which shall be on these terms and conditions) for the supply of each unit or different item or services, which together or separately comprise the Goods. The inability or failure of Abuzz to supply any individual item which comprises the Goods or to comply with the terms and conditions hereof or to remedy any defect or breach of contract in respect of any of the individual items or services comprising the Goods delivered shall not affect the validity or enforceability of the remaining contracts.

2. PRICES

- (a) All prices shown in the Order are for the Goods described in the Order only. If the Customer requires Abuzz to provide other Goods not described in the Order, the supply of those other Goods will attract a further cost and the Customer agrees to pay any extra costs for the other Goods.
- (b) If any price in the Order does not include GST, the following provisions shall apply:
- (i) Abuzz shall be entitled to recover from the Customer an additional amount equal to any GST payable on the supply of the Goods such additional amount to be payable by the Customer at the same time and subject to the same conditions as the price; and
- (ii) If the total amount of GST payable on the supply of the Goods differs from the amount paid to Abuzz in respect of GST (whether because of an adjustment event within the meaning of the GST Legislation, an error in calculation or for any other reason), Abuzz shall refund the difference to the Customer or the Customer shall pay an additional amount to Abuzz, as the case requires, to ensure that the total amount of GST paid to Abuzz corresponds to the total GST liability in respect of the supply of the Goods.

"GST" means tax payable on taxable supplies under GST Legislation.

"GST Legislation" means *A New Tax System (Goods and Services Tax) Act 1999* or any related or replacement legislation which imposes GST or legislation that is enacted to validate, recapture or recoup such tax.

3. PAYMENTS

- (a) Payment by the Customer to Abuzz must be made within seven (7) days of supply of the Goods.
- (b) Where the Customer has paid progress payments to Abuzz for work completed and/or materials procured by Abuzz to fulfil the Order (such work completed and materials procured being "Work in Progress"), property in all Work in Progress regardless of the level of completion or processing shall remain the property of Abuzz until such time as payment is made in full by the Customer for work completed.

4. QUOTATIONS

Where Abuzz quotes for supply of goods or services to the Customer, the quotation is open for acceptance for 30 days unless a different period is stated in the quotation.

5. ADDITIONAL CHARGES

- (a) The following are not included in the price of goods and services supplied by Abuzz and are payable by the Customer:-
- (i) Delivery and insurance charges (if applicable);
- (ii) Any sales, goods and services or consumption taxes, stamp duty and any other taxes, fees or other government levies or charges which may be imposed with respect to this Agreement, or the goods or services but excluding any income tax payable by Abuzz on its own income.

6. CHARGE

- (a) To secure payment of any monies which are or may become payable by the Customer to Abuzz, the Customer (or where the Customer is comprised of two or more persons then each person jointly and severally) hereby charges for the due payment of all of those monies all of the Customer's interest, whether as an individual or trustee, in real property wherever located both present and future and the Customer consents to Abuzz lodging a caveat or caveats over such property to protect its interest.
- (b) Upon demand by Abuzz, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to Abuzz to further secure the Customer's indebtedness to Abuzz.
- (c) Should the Customer fail within a reasonable time of such demand to execute such mortgage or other instrument then the Customer appoints irrevocably the entity trading as Abuzz or a duly authorised officer of the entity trading as Abuzz to be the Customer's lawful attorney to execute any such mortgage or other instrument.
- (d) The Customer consents to Abuzz conducting a credit assessment of the Customer and to using any information Abuzz has to establish the Customer's creditworthiness.
- (e) Where relevant Abuzz will comply with the provisions of the *Privacy Act 1988* (Cth) and other regulatory requirements. This means that if the Customer has applied for consumer or commercial credit, then to establish the Customer's creditworthiness Abuzz may need to disclose personal information to a credit reporting agency to obtain a consumer credit report about the Customer. This may also involve the credit reporting agency creating or maintaining a credit information file containing information about the Customer.
- (f) The type of information Abuzz may disclose is limited to:
- i. the Customer's identity particulars;
 - ii. the fact that the Customer is entering a Contract with Abuzz;
 - iii. any payments overdue for more than 30 days and for which Abuzz has taken steps to recover;
 - iv. information that the Customer has defaulted under this Contract or are no longer in default;
 - v. information that in Abuzz's opinion the Customer has committed a serious credit infringement; and
 - vi. dishonoured payments – if cheques or payments by the Customer for more than \$100 have been dishonoured.
- (g) Subject to what is permitted by law, the types of third parties Abuzz may disclose the Customer's personal information to include, where relevant:
- vii. credit reporting agencies;
 - viii. Abuzz's agents, contractors and external advisers whom Abuzz engages from time to time to carry out, or advise on, Abuzz's functions and activities;
 - ix. the Customer's agents and contractors, including the Customer's finance broker, builder and settlement agent and the Customer's legal or financial adviser;
 - x. the Customer's executor, administrator, trustee, guardian or attorney;
 - xi. Abuzz's referees;
 - xii. regulatory bodies, government agencies, law enforcement bodies and courts;
 - xiii. debt collecting agencies;
 - xiv. financial institutions;
 - xv. external payment systems operators;
 - xvi. Abuzz's insurers or prospective insurers and their underwriters;
- (h) This information may be given before, during or after the provision of credit to the Customer.
- (i) If the Customer is taking supply, or have agreed to take a supply of products from Abuzz, the Customer agrees that Abuzz may obtain from or give to related companies a report about the Customer's creditworthiness for the purposes of product supply.

7. SEVERANCE

In the event that the whole or any part or parts of any clause in these Conditions is found to be unenforceable by a Court of competent jurisdiction then such clause or part thereof shall be to that extent severed from these terms and conditions without effect to the validity and enforceability of the remainder of these terms and conditions.