

STANDARD TERMS AND CONDITIONS OF TRADE

Ian Jorgenson Electric and Data Pty Limited
(ABN 92 059 676 130)

1. Definitions

- 1.1. "Business Day" means a day that is not a Saturday, Sunday, or public holiday in New South Wales.
- 1.2. "Client" means the person, entity, or corporation requesting the Contractor to provide Works.
- 1.3. "Client-Supplied Items" means any equipment, fixtures, or materials procured or supplied by the Client for installation by the Contractor.
- 1.4. "Completion" means the stage when the Works are fundamentally complete and capable of being used for their intended purpose, notwithstanding minor defects or omissions.
- 1.5. "Contractor" means Ian Jorgenson Electric and Data Pty Limited T/A IJED Electric and Data (ABN 92 059 676 130), its successors, and assigns.
- 1.6. "Delay Event" means any event outside the Contractor's reasonable control that delays the Works, including but not limited to weather, network distributor delays, site access restrictions, or discovery of Latent Conditions.
- 1.7. "Latent Condition" means any physical condition on the Site or existing electrical infrastructure that could not reasonably have been anticipated by a competent electrical contractor at the time of quotation.
- 1.8. "Materials" means all goods, equipment, parts, and materials supplied by the Contractor.
- 1.9. "Price" means the total amount payable for the Works and Materials.
- 1.10. "Quotation" means the written proposal or tender submitted by the Contractor to the Client.
- 1.11. "Site" means the address nominated by the Client where the Works are to be performed.
- 1.12. "Terms" means these Standard Terms and Conditions of Trade.
- 1.13. "Variation" means any change to the scope, scale, or timing of the Works.
- 1.14. "Works" means all electrical design (if expressly included), supply, installation, maintenance, testing, commissioning, inspection, certification, and related services provided by the Contractor.

2. Formation of Contract and Precedence

- 2.1. A Quotation is valid for thirty (30) days from the date of issue unless otherwise stated.
- 2.2. The Client is deemed to have accepted the Quotation and these Terms by:
 - 2.2.1. signing and returning the Quotation;
 - 2.2.2. accepting the Quotation via the Contractor's job management software;
 - 2.2.3. providing written instructions to proceed; or
 - 2.2.4. providing access to the Site for the Works to commence, provided such access is granted *after* the Quotation and these Terms have been supplied to the Client.

- 2.3. **Hierarchy:** To the extent of any inconsistency, the following order of priority applies:

- 2.3.1. any formal written contract signed by both parties;
- 2.3.2. any special conditions or written amendments agreed by both parties;
- 2.3.3. the Quotation, including its scope, assumptions, inclusions, exclusions, clarifications, pricing and schedules;
- 2.3.4. these Terms; and
- 2.3.5. any other document, including a purchase order, unless expressly accepted in writing by the Contractor.

- 2.4. **Purchase Orders:** Any terms or conditions contained in a Client's purchase order or similar document are expressly excluded and do not form part of the contract unless specifically accepted in writing by the Contractor.

- 2.5. **Site Representatives:** The Contractor may rely on instructions given by a person who reasonably appears to have authority to act for the Client in connection with the Site or the Works, including a builder, project manager, facilities manager, supervisor or nominated contact, unless the Client has notified the Contractor in writing of any limits on that person's authority.

3. Price, Payment, and SOPA

- 3.1. The Price is exclusive of GST. The Client must pay GST concurrently with the Price.
- 3.2. **Payment Terms:** Unless otherwise specified (e.g., approved 30-day commercial accounts), all invoices must be paid within fourteen (14) days of the invoice date. Payments made by credit card may incur a reasonable surcharge reflecting the Contractor's actual cost of processing.
- 3.3. **Deposits & Progress Claims:** The Contractor may require a deposit prior to procuring Materials. For ongoing Works, the Contractor may issue progress claims at the end of each month or at agreed milestones for Works performed and Materials supplied, including Materials stored securely off-site for the project.
- 3.4. **No Set-Off:** The Client must pay all undisputed amounts owing without set-off, deduction or counterclaim. The Client must not withhold payment of an entire invoice merely because part of that invoice is disputed, but may withhold the genuinely disputed portion to the extent permitted by law.
- 3.5. **Security of Payment:** Where the *Building and Construction Industry Security of Payment Act 1999* (NSW) applies, each invoice or progress claim issued by the Contractor is intended to be a payment claim under that Act unless the Contractor states otherwise. The Client must respond to any payment claim within the time and manner required by that Act.

4. Variations, Substitutions, and Provisional Sums

- 4.1. **Variations:** All Variations must be agreed in writing. However, if the Client or their representative directs a Variation orally on Site, the Contractor will confirm the direction in writing, and standard scheduled rates will apply. If the Contractor acts on an oral direction before written confirmation is possible, the Client must pay the reasonable cost of the additional work where the work was requested by the Client or was reasonably necessary in the circumstances.
 - 4.2. **Urgent Make-Safe Works:** The Contractor may undertake urgent, unapproved Variations if strictly necessary to make the Site safe or prevent property damage. The Client is liable for the reasonable costs of such works.
 - 4.3. **Substitutions:** If specified Materials are unavailable due to supply chain issues or lead times, the Contractor may substitute equivalent products conforming to relevant Australian Standards, subject to Client approval (not to be unreasonably withheld).
 - 4.4. **Provisional Sums:** Where a Quotation includes Provisional Sums or Prime Cost Items, the final Price will be adjusted based on the actual cost of those items plus the Contractor's margin specified in the Quotation or, if no margin is specified, a reasonable margin.
 - 4.5. **Suspension for Variations:** If a Variation fundamentally alters the scope or poses unreasonable financial risk, the Contractor may suspend the affected portion of Works upon two (2) Business Days' notice until a price adjustment is agreed.
- 5. Electrical Risks and Latent Conditions**
- 5.1. **AS/NZS 3000 Compliance:** The Quotation is prepared on the assumption that the Site's existing electrical infrastructure is lawful, safe, serviceable, suitable for the Works, and not affected by defects or non-compliance requiring rectification unless expressly identified in the Quotation.
 - 5.2. **Legacy Infrastructure:** The Contractor is not liable for pre-existing non-compliant wiring, insufficient switchboard capacity, inadequate earthing systems, defects, or missing/faulty protection devices such as (but not limited to) circuit breakers, fuses and residual current devices (RCD's). Rectification of such defects to achieve legal compliance constitutes a Variation.
 - 5.3. **Hazardous Materials:** The Price excludes the identification, handling, removal, sealing, segregation, remediation or management of asbestos, PCBs, contaminated soil or other hazardous materials, including asbestos switchboard backing panels and hazardous materials discovered during excavation. If any such materials are discovered or reasonably suspected, the Contractor may suspend the affected Works and notify the Client. The Client is responsible for making the affected area safe. Any delay, standing time, remobilisation, specialist attendance or additional work required by the Contractor arising from hazardous materials will be treated as a Variation.
- 5.4. **Hidden Services:** The Client must clearly identify the precise location of all underground or hidden services (water, gas, sewer, existing electrical). The Contractor is not liable for damage to unidentified services or pipes hidden within inaccessible wall cavities, except to the extent the damage is caused by the Contractor's negligence or failure to take reasonable care.
 - 5.5. **Network Distributors:** The Contractor is not responsible for delays, additional fees, or scheduling changes imposed by network service providers (e.g., Endeavour Energy) regarding grid connections, metering, or planned outages.
 - 5.6. **Rock and hard surfaces:** Unless specifically mentioned in the scope of works of the quote, the excavation of any material other than friable material such as sand, soil or clay is excluded. Any work required to excavate, remove, stockpile or export material such as (but not limited to) rock, shale, concrete, bitumen, asphalt or uncontrolled fill will be treated as a variation.
 - 5.7. **Re-instatement:** Supply, installation, or reinstatement of landscaping, paving, concrete, asphalt, roadways, kerb and gutter, or other surface finishes beyond basic trench reinstatement is excluded.
 - 5.8. **Inadequate target trench depth:** Concrete encasement, additional mechanical protection, or alternative installation methods required due to inadequate trench depth, unforeseen ground conditions, existing services, rock, uncontrolled fill or authority requirements are excluded unless expressly included in the Quotation and will be treated as a Variation.
- 6. Site Access and Client Obligations**
- 6.1. **Safe Access:** The Client must ensure clear, continuous, and safe access to the work area, ensuring pets and children are kept away from the Site.
 - 6.2. **Amenities & Loading:** The Client must provide adequate parking, loading access, and temporary power/lighting/amenities unless otherwise quoted.
 - 6.3. **Make Good:** Unless expressly included in the Quotation, the Contractor is not responsible for patching, painting, or making good walls, ceilings, or grounds chased or cut to install cabling.
 - 6.4. **Working at Heights:** If scaffolding or specialized height-safety equipment becomes necessary and was not specified in the Quotation, it will be charged as a Variation.
 - 6.5. **Out of Hours:** Unless specified, the Quotation is based on standard Business Hours: Monday to Friday, 7:30 am to 4:00 pm, excluding public holidays. Work requested outside these hours, or required due to Client-imposed shutdown windows, will incur standard penalty rates.

- 6.6. **Permits and Approvals:** The Client is responsible for obtaining all permits, approvals, shutdown permissions and consents required for the Works unless expressly included in the Quotation.
7. **Delay Events and Extensions of Time**
- 7.1. The Contractor will use reasonable endeavours to meet agreed timeframes but is not liable for any loss or damage arising from a Delay Event (including weather, other trades, lead times, or network provider delays).
- 7.2. The Contractor is entitled to a reasonable extension of time to reach Completion if a Delay Event occurs.
- 7.3. **Delay Costs:** If a Delay Event is caused or contributed to by the Client, the Client's representative, other trades engaged by the Client, lack of access, or a failure by the Client to provide information, approvals or selections, the Contractor may charge the Client for reasonable additional costs incurred.
8. **Client-Supplied Items and Work by Others**
- 8.1. The Contractor accepts no liability for the suitability, functionality, or warranty of any Client-Supplied Items. If Client-Supplied Items are defective or cause installation delays, the Contractor may charge for the additional time incurred.
- 8.2. The Contractor is not responsible for the coordination, quality, or defects of work performed by other trades engaged directly by the Client.
9. **Title, Risk, and PPSA**
- 9.1. **Risk:** Risk of damage to or loss of Materials passes to the Client upon delivery to the Site or when placed under the Client's control. Materials stored securely at the Contractor's premises remain at the Contractor's risk.
- 9.2. **Title:** Title to the Materials remains with the Contractor until the Client has paid the Price in full.
- 9.3. **PPSA:** The Client acknowledges these Terms constitute a Security Agreement under the *Personal Property Securities Act 2009* (Cth) and create a Purchase Money Security Interest in all Materials supplied, delivered, stored, not yet installed, or capable of separate identification, together with any proceeds of those Materials, to secure payment.
- 9.4. The Client agrees to sign any documents reasonably required by the Contractor to register a financing statement on the PPSR and waives its right to receive verification statements under section 157 of the PPSA to the extent permitted.
- 9.5. The Contractor is not required to register a security interest in every case and may do so at its discretion.
10. **Testing, Defects, and Warranties**
- 10.1. **Testing & Certification:** The Contractor will test the Works and, where required, issue a Certificate of Compliance - Electrical Work. This certification is strictly limited to the Works performed by the Contractor and does not certify the broader Site.
- 10.2. **Defects Notification:** The Client must inspect the Works upon Completion and notify the Contractor in writing of any alleged defects within a reasonable time (generally 7 days). The Client must allow the Contractor an opportunity to inspect and rectify.
- 10.3. **Non-excludable Rights:** Nothing in these Terms excludes, restricts or modifies any consumer guarantee, statutory warranty or other right that cannot lawfully be excluded, restricted or modified, including under the *Australian Consumer Law* and the *Home Building Act 1989* (NSW).
- 10.4. **Limitation Where Permitted:** Where the Contractor is permitted to limit its liability, its liability is limited, at the Contractor's option, to resupplying the relevant services, paying the cost of resupplying the services, replacing or repairing the relevant goods, or paying the cost of replacement or repair.
- 10.5. **Exclusions:** The Contractor is not liable for any defect, failure or damage caused or contributed to by misuse, lack of maintenance, fair wear and tear, Client-Supplied Items, pre-existing infrastructure, work by others, third-party interference, or use contrary to manufacturer specifications or the Contractor's instructions.
11. **Limitation of Liability**
- 11.1. **Statutory Carve-out:** Nothing in these Terms limits liability for personal injury, death, fraud, wilful misconduct, or statutory obligations that cannot be contracted out of.
- 11.2. **Consequential Loss:** To the maximum extent permitted by law, the Contractor is not liable for any indirect, special, or consequential loss (including loss of profit, loss of revenue, data loss, or business interruption).
- 11.3. **Liability Cap:** Subject to clause 11.1, the Contractor's aggregate liability under or in connection with the contract is limited to the total Price paid by the Client. This clause does not limit the Client's obligation to pay the Price or any other amount properly payable under the contract.
- 11.4. **Design:** The Contractor is only responsible for electrical design if it is expressly itemised in the Quotation scope.
12. **Default, Suspension, Termination, and Cancellation**
- 12.1. **Default Costs:** If the Client defaults on payment, the Client must indemnify the Contractor for all reasonable enforcement costs, including debt recovery fees and legal costs on a solicitor/client basis, to the extent recoverable by law.

- 12.2. **Interest:** Interest accrues on overdue amounts at 10% per annum, calculated daily, or any lower maximum rate required by law.
- 12.3. **Suspension for Non-Payment:** If payment is overdue, the Contractor may suspend Works upon giving two (2) Business Days' written notice.
- 12.4. **Suspension for Safety:** The Contractor may suspend Works immediately and without notice if the Site is deemed unsafe or legally non-compliant.
- 12.5. **Termination:** Either party may terminate the contract if the other materially breaches these Terms and fails to remedy the breach within seven (7) days of notice, or if the other party becomes insolvent.
- 12.6. **Cancellation:** If the Client cancels or postpones the Works after acceptance, the Client must pay the Contractor for Works performed, Materials ordered or committed, restocking fees, supplier cancellation charges, and reasonable demobilisation/remobilisation costs.

13. Insurance

- 13.1. The Contractor holds appropriate public liability and workers' compensation insurance.
- 13.2. The Client remains responsible for obtaining and maintaining appropriate contract works, home and contents, or site insurance covering the Site and Materials against theft, fire, or damage once delivered.

14. Intellectual Property and Confidentiality

- 14.1. **IP:** All intellectual property in any designs, drawings, or technical specifications prepared by the Contractor remains the property of the Contractor and may not be used or reproduced without written consent.
- 14.2. **Confidentiality:** The pricing, methodologies, and technical details contained in the Quotation are confidential and must not be disclosed to third parties (including competitors) without the Contractor's consent. This does not prevent disclosure to the Client's professional advisers, financiers, insurers, project consultants, statutory authorities, or as required by law, provided the disclosure is made on a confidential basis where reasonably possible.

15. Residential Building Work (Statutory Compliance)

- 15.1. Where the Works constitute "residential building work" under the *Home Building Act 1989* (NSW):
- 15.1.1. the statutory warranties under that Act apply; and
- 15.1.2. to the extent of any inconsistency between these Terms and the Act, the provisions of the Act will prevail.
- 15.2. Where a written contract, prescribed form, consumer guide, cooling-off notice, insurance certificate or other document is required by law for residential building work,

these Terms operate subject to those requirements and do not replace them.

16. General

- 16.1. **Severability:** If any provision of these Terms is invalid or unenforceable, it will be severed, and the remaining provisions will continue in full force.
- 16.2. **Subcontracting:** The Contractor may subcontract any part of the Works without the Client's consent.
- 16.3. **Waiver:** A failure to enforce any right under these Terms does not constitute a waiver of that right.
- 16.4. **Privacy:** The Contractor will collect and handle personal information in accordance with the *Privacy Act 1988* (Cth) and may use such information for credit assessment and debt recovery purposes.
- 16.5. **Notices:** Notices must be in writing and sent to the email or physical addresses specified in the Quotation.
- 16.6. **Entire Agreement:** These Terms and the Quotation constitute the entire agreement between the parties.
- 16.7. **Governing Law:** These Terms are governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales.