

Conditions of Contract

1. Agreement

Unless otherwise agreed in the Special Conditions below, the parties agree to the following Conditions of Contract

2. Contract

Wimmer Electrical will carry out "the Works" described in this quotation for "the contract sum", which may be varied pursuant to these conditions.

3. Terms of Payment

The client must pay the amount due on completion of the work or each stage of the work if applicable within 5 days of receipt of an invoice from Wimmer Electrical

4. Access

The client must provide adequate access for Wimmer Electrical to carry out the work as required or additional charges may be incurred. The client must remove any personal property likely to impede the work.

5. Drawings, Details and Dimensions

The client is responsible for the accuracy of any dimensions or drawings it provides.

6. Materials Supplied By Client

Wimmer Electrical does not warrant any materials supplied by the client.

7. Existing Underground Services

If within a reasonable time before the works are commenced on the site, the client informs Wimmer Electrical of the presence, nature of location of underground services on the site, Wimmer Electrical shall, at no cost to the client, make good any damage which he may cause to such services.

8. Substandard wiring, Asbestos and Other Toxic Substances

This contract is conditional upon the site of the works being free from asbestos, other toxic substances and substandard wiring and should asbestos, other toxic substances or substandard wiring be discovered then the client shall accept full responsibility for the resolution of any problems arising and shall add to the contract sum an amount equal to any costs necessarily incurred by Wimmer Electrical.

9. Finished Surfaces

The client shall make good all finished surfaces, including but not limited to ceiling tiles and panels, face brickwork and rendered masonry surfaces, which Wimmer Electrical may reasonably have to break into or disturb in the performance of the works.

10. Variations

10.1 If the client requests any variation in the works during the contract, Wimmer Electrical shall, in accepting the variation, be entitled to increase or decrease the contract sum to take account of the costs of such variation and shall be entitled to a reasonable extension of time to complete the works, as varied. The client agrees that they will be liable for any increases to the contract sum as a result of variations.

11. Retention of Title

Until Wimmer Electrical receives payment in full and property in the goods passes to the client, the client shall hold the goods as bailee for Wimmer Electrical.

12. Warranties

12.1 Wimmer Electrical warrants that all materials and workmanship comprising the works shall conform to the current edition of the AS/NZS 3000 Wiring Rules and the requirements of any authority regulating the supply and use of electricity or electrical installations in force on the date of the performance of the works.

12.2 Wimmer Electrical will rectify any defects in materials or workmanship of Wimmer Electrical appearing in any section of the works within six months of the date of handover of that section.

13. Limitation of Liability

13.1 Wimmer Electrical shall not be liable in contract or in tort or otherwise arising, for any consequential, special or contingent damages which may be claimed to have resulted from Wimmer Electrical's performance or failure to perform any obligation under the contract.

13.2 Notwithstanding anything to the contrary, in no circumstances shall Wimmer Electrical be liable in contract or in tort or otherwise, for loss, expense or damages incurred, sustained or suffered by the client in an amount exceeding the contract sum.

14. Cancellation

If the works are canceled for any reason, the client agrees to pay for work done pursuant to the contract to the date of such cancellation, for materials purchased that cannot reasonably be returned and any applicable re-stocking and admin fees.

15. Implied Terms

No warranty, condition or representation, other than those contained in these terms and conditions shall be included in this contract by implication, statute or otherwise, but nothing contained here shall be deemed to attempt to exclude, restrict or modify any implied warranty or condition in relation to the goods and services to be supplied by Wimmer Electrical, the exclusion, restriction or modification of which would pursuant to any statute, including the *Competition and Consumer Act 2010* render this clause or anything contained here void or illegal.

16. Electrical Work On Or Near Energised Installations

Pursuant to Reg 55 of the *Electricity Licensing Regulations* Wimmer Electrical is not permitted to work on energised installations subject to some exceptions. Wimmer Electrical will notify the client if any installations are required to be de-energised. Wimmer Electrical is not liable for any consequences of having to de-energise an installation in accordance with the regulations

17. Entire Agreement

This contract is the entire agreement between the parties. No prior quotes or representations are binding.

18. Special Conditions