

Integrity Office Pty Ltd – Terms and Conditions of Trade:

1. Definitions:

- 1.1. "Supplier" - shall mean Integrity Office Pty Ltd and its successors and assigns.
- 1.2. "Client" – shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 1.3. "Services" – shall mean all services provided by the Supplier to the Client including any advice or recommendations.

2. Validity of Quotation:

The price offered by Integrity Office Pty Ltd is **valid for acceptance by the Client within 30 days from the date of the quotation**. All GST has been excluded on the quotation and all GST liability and/or alterations are to be borne by the Client.

3. Approval of Relevant Authorities:

The Client shall be responsible for obtaining all approvals and permits from any relevant authority, including payment of all fees in relation thereto.

4. Acceptance:

- 4.1 This quotation; or any subsequent revised written quotation; when accepted; along with our terms and conditions as outlined herein shall constitute the final agreement between the parties.
- 4.1 Acceptance takes effect upon forwarding of a Purchase Order onto the Supplier or other instructions for the supply of goods along with signed agreement of the Supplier's Terms & Conditions of Trade.
- 4.1 The Supplier may withdraw the quote for whatever reason. The client in acceptance of the quote warrants that it has not relied on any representation by the Supplier, its employees or agents other than as supplied in writing in the quote.

5. Payment on services & building works:

On signing of the contract and forwarding of the order a deposit equal to 40% of the approved contract value should be paid by the Client prior to commencement of any works. A further progress payment of 30% is required half way through the project and the balance due immediately upon completion of installed works.

6. Leasing of Goods:

- 6.1. In the event that leasing is required - all lease arrangements must be finalised with the Clients selected leasing institution for the contract to be valid. The leasing institution must provide us with a letter of approval and acceptance in writing to fulfil payment of all money due to us in order for any works to commence.
- 6.2. If during the course of the contract, you (as the Client) decide to lease the goods, the subject of this order (the then said goods) will be re-invoiced to the leasing institution nominated by you, the client. Interest shall be charged on the amount owing at the rate of 3% per month or part thereof and become due and payable as from the due date of the original invoice.

7. Ownership:

Ownership of supplied goods; including parts; shall not pass to the Client until the contract has been completed and payment has been made in full. Integrity Office Pty Ltd reserves the full right to disposal of the aforesaid goods.

8. Intellectual Property:

- 8.1. Where the Supplier has drawn or designed plans for the Client, then the copyright in those drawings and

designs shall remain vested in the Supplier, and shall only be used by the Client at the Supplier's discretion.

- 8.2. The client warrants that all designs, specifications or instructions to the Supplier: will not cause the Supplier to infringe any registered design, patent or trademark in carrying out those instructions; be accurate in all aspects and shall indemnify the Supplier from all costs incurred when goods are manufactured exclusively to the Clients specification.

9. Delivery & Payment of Goods:

- 9.1. The Client is to sign the delivery docket where applicable at the time goods are handed over and/or installed.
- 9.2. It is the responsibility of the Client to inspect the goods upon delivery to ensure they meet the requirements as set out in the agreement between parties. This includes insuring there are no shortages in quantity of goods, that the price is correct and meets all the specifications of the order. The Client shall allow inspection by the Supplier within a reasonable time following delivery if any goods are found to be defective. If there is failure to do so; the goods shall be conclusively presumed to be in accordance with the terms and conditions.
- 9.3. The goods must be paid for in full within 7 days from the invoice date unless alternative terms have been arranged.
- 9.4. Payment can be made by EFT into Integrity Office Pty Ltd bank account (Bank MECU, BSB; 803 140, Account 1923145) or by cheques made out to Integrity Office Pty Ltd. For Visa card, Mastercard or Bank Card – the normal bank fee of 2% for transaction applies.
- 9.5. All risks for the goods pass to the Client on delivery.
- 9.6. Part shipment of goods is allowed by Integrity Office Pty Ltd and will be invoiced accordingly.
- 9.7. Delivery of goods to a third party and/or site nominated by the Client is deemed to be delivery to the Client for the purpose of this agreement.
- 9.8. The supplier may suspend delivery or cease manufacture if payment in accordance with these terms and conditions are not made.
- 9.9. The Supplier may exercise their right to charge interest at a rate of 2.5% daily on overdue invoices not paid after 30 days from the date appearing on the invoice.
- 9.10. All claims for faulty goods must be made within 7 days of taking delivery of goods.

10. Set-Off:

The Client shall not withhold payment of the full amount due when only part of an account is in dispute. The Client agrees to pay for goods supplied and services provided.

11. Consequences of default:

- 11.1. If an account remains unpaid at the end of the second month after supply of the goods or services an administration fee of \$ 10% of the amount overdue may be charged to the Client at the Suppliers discretion.
- 11.2. The Client will cover the Suppliers costs of debt collection plus interest should amounts owing from the Client remain outstanding.
- 11.3. The Supplier maintains their right to suspend or terminate supply of goods if the Client is in breach of any obligations under the terms and conditions.

12. Security & Charge:

The Client hereby charges all property, both equitable and legal, present or future of the Client in regards to money that may be owing to the Supplier from the Client under these terms and conditions and hereby gives authority to the Supplier or their representatives to take legal action & register a caveat over any real property assets of the Client with the Australian Securities and Investments Commission.

13. Contra Charges:

Contra charges are not acceptable under the terms of this quotation and full amount of the contract value must be paid.

14. Force Majeure:

The Supplier will not be liable to the Client for any loss, damage or expense caused by the failure to complete works or deliver goods as a result of fire, flood, storm, drought, earthquake, civil disturbance, war or the like, strike, industrial action, supply of materials and other events beyond the Supplier's control.

15. Privacy:

The Client hereby authorises the Supplier to enquire, collect, retain, record, use personal information about the Client; in accordance with the Privacy Act 1988, and to disclose this to those engaged by them for the purpose of checking credit and default listings or to notify other Credit Providers of a default by the Client.

16. Warranty:

The warranty shall be the current warranty provided by the manufacturer of the goods. The Supplier shall be under no liability whatsoever, except for the express conditions as detailed and stipulated in the manufacturer's warranty.

Defective goods will be repaired or replaced provided that:

- 16.1. The goods have been installed and used in accordance with the manufacturer's and/or suppliers instructions.
- 16.2. The warranty is null and void if anyone other than the Supplier or their nominated agent carries out work and/or service on the goods unless prior consent is obtained by the Client from the Supplier.
- 16.3. The Supplier also reserves the right to make the warranty null and void should the goods be modified, altered, damaged or put under stress other than in the manner the goods were designed for.
- 16.4. The Supplier shall not be liable to compensate the Client for any delays in either replacing or repairing goods/work or in properly assessing the Clients claim.
- 16.5. The Supplier acknowledges that under law the Client has certain rights in relation to the provision of goods or services that may not be excluded, restricted or modified by the agreement. To the extent permitted by law, the liability of the Supplier for a breach of a Non-Excludable Right is limited, at the Supplier's option; to the supplying of the goods and/or any services again or payment of the cost of having the Goods and/or services supplied again.

17. The Commonwealth Trade Practices Act 1974 & Fair Trading Acts:

Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

18. Cancellation of Order:

A fee of 10% of the contract price shall be payable upon cancellation along with payment of any incurred production

and/or preparation costs plus payment for loss of profit and damages suffered as a result of cancellation.

19. Protecting floors & equipment:

It is the responsibility of the client to take all reasonable measures in protecting floors and equipment from damage; including from dust.

20. Making Good:

This quotation does not include any allowance for making good to existing building structure (i.e. floors, walls or ceiling, repainting, electrical work or alterations to telecom etc...) unless agreed upon in writing.

21. Cleaning:

Our quotation includes for trade cleaning only. Trade cleaning includes removal of rubbish and/or materials to bins provided only by the client and removal of marks caused by the Supplier. (i.e. chalk marks or similar on glass).

22. Facilities / Site Conditions:

- 22.1. Suitable electricity; both power and lighting, hoisting and toilet facilities are to be provided by the client.
- 22.2. We have allowed in our price for a 9 hour day, between the hours of 7:00am to 4.30pm, building industries award wages and travelling. No site allowance allocation has been allowed for in the contract. Since we have not allowed for costs relating to industrial safety issues; if Industrial safety issues not of our making should occur we (under contract) expect to receive full reimbursement of costs incurred such as wages.

23. Governing Law & Jurisdiction:

These terms and conditions are governed by the law in force in the State or Territory in which the Supplier's premises are located.

24. Review:

The Supplier reserves the right to review these terms and conditions at any time and from time to time. Any changes made will take effect from the date on which the Supplier notifies the Client of such change.

Please sign below your acceptance of our quotation and our terms & conditions listed above and fax back to our office to secure and begin your works.

Print Name:

Sign: _____ **Date:** _____

Yours sincerely,

Peter Womersley – Director – Integrity Office Pty Ltd

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