# Terms Of Trade (TOT) SORTED ELECTRICAL Pty Ltd (SORTED)

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- DEFINITIONS

  "SORTED" means 'SORTED ELECTRICAL Pty Ltd' (ABN 27 631 085 099) by its successors assigns or any person acting on behalf of and with the authority of SORTED ELECTRICAL Pty Ltd.

  "Customer" means the person's buying the, 'Goods' or 'Services' as specified in any invoice, document/contract or order, and if there is more than one Customer is a reference to each Customer jointly and severally.

  "Trade Credit" means 'Invoice', 'Goods or 'Services' supplied by SORTED to the Customer at the Customer's request from time to time (where the context so permits the terms, 'Invoice', 'Goods, or 'Services', shall be interchangeable for each other).

  "Price" means the Price payable as agreed between SORTED and the Customer in accordance with clause 4.

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- ACCEPTANCE
  The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any 'Goods' or 'Services'.
  These terms and conditions may only be amended with SQRTED consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and SORTED.

CHANGE OF CONTROL

The Customer shall give SORTED not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by SORTED as a result of the Customer's failure to comply with this clause. 3. 3.1

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PRICE & PAYMENT
At SORTED sole discretion the Price shall be either:
as indicated on any invoice provided by SORTED to the Customer; or
the Price as at the date of delivery of the Goods according to SORTED current price list; or
SORTED quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a

SORTED quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

SORTED reserves the right to change the Price if a variation to SORTED quotation is requested. Payment for all variations must be made in full all their time of completion.

Al SORTED sole discretion a non-refundable deposit may be required.

Time for payment for the Goods:

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SORTED, which may be:
on delivery of the Goods;
before delivery of the Goods;
before delivery of the Goods;
the date specified on any invoice or other form as being the date for payment; or
falling any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Customer
by SORTED.
Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to
between the Customer and SORTED
ulriess otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to SORTED and
amount equal to any GST SORTED must pay for any supply by SORTED under this or any other agreement for the sale of the
Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same
basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in
addition to the Price except where they are expressly included in the Price.

DELIVERY OF GOODS
Delivery ("Delivery") of the Goods is taken to occur at the time that:
The Customer or the Customer's nominated carrier takes possession of the Goods at SORTED address; or
SORTED (or SORTED nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. a) b)

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SORTED (or SORTED nominated carrier) delivers the Goods to the Customer's numerical accession of the control at the address.

At SORTED sole discretion the cost of delivery is either included in the Price or is in addition to the Price. Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

The Customer must take delivery by receipt or collection of the Goods whenever either is tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then SORTED shall be entitled to charge a reasonable fee for re-delivery of the Goods and/or the storage of the Goods.

The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that: such discrepancy in quantity shall not exceed five percent (5%); and the Price shall be adjusted pro rata to the discrepancy.

SORTED may deliver the Goods in separate installments. Each separate installment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

Any time or date given by SORTED to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and SORTED will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

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Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or

before Delivery.

If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, SORTED is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by SORTED is sufficient evidence of SORTED in rights to receive the insurance proceeds without the need for any person dealing with SORTED to make further enquiries.

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ACCESS
The Customer shall ensure that SORTED has clear and free access to the work site at all times to enable SORTED to undertake the works. SORTED shall not be liable for any loss or damage to the site including without limitation, damage to pathways, driveways and concreted or pared or grassed areas.

### DIMENSION, PLANS & SPECIFICATIONS

All customary industry tolerances shall apply to the dimensions and measurements of the Goods unless SORTED and the Customer agree otherwise in writing. SORTED shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer.

information provided by the customer. If the glving of an estimate or quotation for the supply of Goods involves SORTED estimating measurements and quantities, it shall be the responsibility of the Customer to verify the accuracy of SORTED estimated measurements and quantities, before the Customer places an order based on such estimate or accepts such quotation.

Should the Customer require any changes to SORTED estimated measurements and quantities, the Customer shall request such changes in writing. In the case of an estimate before placing an order and in the case of a quotation before acceptance. 8.2

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CUSTOMER'S DISCLAIMER
The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by SORTED and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment. Where SORTED provides advice to the Customer, such advice is given in good faith only. The Customer acknowledges that SORTED shall not be liable for any claims howsoever arising out of any advice given.

## RETENTION OF TITLE TO GOODS

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SORTED and the Customer agree that ownership of the Goods shall not pass until: the Customer has paid SORTED all amounts owing to SORTED, and the Customer has met all of its other obligations to SORTED, and the Customer has met all of its other obligations to SORTED. Receipt by SORTED of any form of payment other than cash shall not be deemed to be payment until that form of payments been honoured, cleared or recognised.

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necept by SURILE of any form or payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed the code passes to the Customer in accordance with clause 10.1 that the Customer is only a bailee of the uniform payment of the code by SORTED or request the Customer holds the benefit of the Customer's insurance of the Goods on trust for SORTED and must pay to SORTED the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed, the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must not sell, dispose, or otherwise part with possession of the Goods then the Customer the Customer should not convert or process the Goods or intermix them with possession of of the Goods then the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer irrevocably authorises SORTED to enter any premises where SORTED believes the Goods are kept and recover possession of the goods.

SORTED may recover possession of any Goods in transit whether or not delivery has occurred. The Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of SORTED.

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PERSONAL PROPERTY SECURITIES Act 2009 ( PPSA)
In this clause financing statement, linancing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
Upon assenting to these terms and conditions in writing or act, the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in Account, Goods and/or AP Fersonal Troperty of the Customer / Grantor, including that has previously been supplied and that will be supplied in the Customer of the Customer of the PPSA and creates a security interest in Account, Goods and/or AP Fersonal Troperty of the Customer / Grantor, including that has previously been supplied and that will be supplied in the Customer.

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accuration with Section 157 of the PFSA. The Customer must unconditionally ratify any actions taken by the SORTED under clauses 11.3 to 11.7. Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

SECURITY & CHARGE
In consideration of SORTED agreeing to supply the Works/Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, reality or other assets capable of being charged, owned by the Customer either now or in the luture, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not

limited to, the payment of any money).

The Customer indemnifies SORTED from and against all SORTED costs and disbursements including legal costs on a solicitor and own Customer basis incurred in exercising SORTED rights under this clause.

The Customer irrevocably appoints SORTED and each director of SORTED as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.

### DEFECTS, WARRANTY, RETURNS, COMPETITION CONSUMER Act (CCA)

- DLEFELIS, WARRANTY, RETURNS, COMPETITION CONSUMER Act (CCA)

  The Customer must inspect the Goods on delivery and must within thirty (30) days of delivery notify SORTED in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote.

  The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow SORTED to inspect the Goods.

  Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

  SORTED acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. 13.3
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13.6 64A of Schedule 2.
I SORTED is required to replace the Goods under this clause or the CCA, but is unable to do so, SORTED may refund any 13.7

- money the Customer has paid for the Goods.

  If the Customer has paid for the Goods is the Co., and the Co., a

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limited to the value of any express warranty or warranty card provided to the Customer by SORTED at the SORTED sole discretion;
limited to any warranty to which SORTED is entitled, if SORTED did not manufacture the Goods;
otherwise negated absolutely.
Subject to this clause 13, returns will only be accepted provided that:
The Customer has compiled with the provisions of clause 13.1; and
the SORTED has agreed that the Goods are defective; and
the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
the Goods are returned in as close a condition to that in which they were delivered as is possible.
Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, SORTED shall not be liable for any defect or damage which may
be caused or partly caused by or arise as a result or:
the Customer falling to properly maintain or store any Goods;
the Customer falling to properly maintain or store any Goods;
the Customer continuing the Goods for any purpose other than that for which they were designed;
the Customer lailing to follow any instructions or guidelines provided by the SORTED;
fair wear and tear, any accident, or act of Good.
SORTED may in its absolute discretion accept non-defective Goods for return in which case SORTED may require the
Customer to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods plus any freight costs.

INTELLECTUAL PROPERTY
Where SORTED has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of SORTED.
The Customer warrants that all designs, specifications or instructions given to SORTED will not cause SORTED to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify SORTED against any action taken by a third party against SORTED in respect of any such infringement.

SORTED against any action taken by a third party against SORTED in respect of any such infringement.

CONSEQUENCES OF DEFAULT

Customer agrees to pay \$550 directly to GETPAID-SECURED initial recovery costs. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of three percent (3%) per calendar month and at SORTED sole discretoris such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer owes SORTED any money the Customer shall indemnify SORTED from and against all costs and disbursements incurred by SORTED in covering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, SORTED contract default fee, and bank dishonour fees). If any account remains overdue after thirty (30) days then a mamount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum or two hundred dollars (\$200.00) shall be levied for administration fees which sum shall become immediately due and payable.

Without prejudice to any other remedies SORTED may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions SORTED may suspend or terminate the supply of Goods to the Customer. SORTED swill not be liable to the Customer for any loss or damage the Customer suffers because SORTED has exercised its rights under this clause.

Without prejudice to SORTED other remedies at law SORTED shall, whether or not due for payment, become immediately payable it:

SORTED has payable to SORTED becomes overdue, or in SORTED opinion the Customer will be unable to make a payment any money payable to SORTED baccomes overdue, or in SORTED opinion the Customer will be unable to make a payment

immediately payable if:
any money payable to SORTED becomes overdue, or in SORTED opinion the Customer will be unable to make a payment when it falls due;
the Customer become insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer. a)

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### CANCELLATION

SORTED may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are due to be delivered by giving written notice to the Customer. On giving such notice SORTED shall repay to the Customer any money paid by the Customer for the Goods. SORTED shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer are cancels delivery of the Goods the Customer shall be liable for any and all loss incurred

In the event that the Customer cancels delivery of the Goods the Customer shall be liable for any and all loss incuri (whether direct or indirect) by SORTED as a direct result of the cancellation (including, but not limited to, any loss of profits).

PRIVACY Act 1988

The Customer agrees for SORTED to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by SORTED.

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by SORTED.

The Customer agrees that SORTED may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: to assess an application by the Customer; and/or to notify other credit providers of a default by the Customer; and/or to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers. and/or

to notify other credit providers or a decallar by the Customer; and/or oxedit providers, and information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers are information with other credit providers are to the status of this credit account, where the Customer is in default with other credit providers are information provider and the customer consents to SCRTED being given a consumer credit report to collect overdue payment on commercial credit. The Customer agrees that personal credit information provided may be used and retained by SCRTED for the following purposes (and for other agreed purposes or required by):
the provision of, Goods; and/or checking the Customer's credit, payment and/or status in relation to the provision of Works; and/or processing ofly any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or enabling the collection of amounts outstanding in relation to the .

SORTED may give information about the Customer to a CRB for the following purposes: to obtain a consumer credit report;
allow the CRB to create or maintain a credit information file.

The information given to the CRB may include:
personal information as cultimed in 17.1 above;
ensonal information as cultimed in 17.1 above;
ensonal of the credit provider is a licensee;
type of consumer or commercial credit;
details concerning the Customer's application for credit or commercial credit (e.g. date of commencement or termination of the credit account and the amount requested). account and the amount requested);
advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than six (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and SORTED has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); information that, in the opinion of SORTED, the Customer has committed a serious credit infringement; advice that the amount of the Customer's overdue payment sie equal to or more than one hundred and fifty dollars (\$150). The Customer shall have the right to request (by e-mail) from SORTED and the right to request that SORTED correct any incorrect information; and

information; and that SORTED does not disclose any personal information about the Customer for the purpose of direct marketing. SORTED will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law. The Customer can make a privacy complaint by contacting SORTED via e-mail. SORTED will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at <a href="https://www.naic.gov.au">www.naic.gov.au</a>.

GENERAL
The failure by SORTED to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect SORTED right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforce-ability of the remaining provisions shall not be affected, prejudiced or impaired.
These terms and conditions and any contract to which they apply shall be governed by the laws of in which SORTED has its principal place of business, and are subject to that jurisdiction.
Subject to clause 13. SORTED shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profil) suffered by the Customer arising out of a breach by SORTED of these terms and conditions (alternatively SORTED liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

conditions (alternatively SORTED liability shall be limited to variety and some content of the Goods).

The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by SORTED nor to withhold payment of any invoice because part of that invoice is in dispute.

SORTED may license or sub-contract ail or any part of its rights and obligations without the Customer's consent. The Customer agrees that SORTED may amend these terms and conditions at any time. If SORTED makes a change to these terms and conditions, then that change will take effect from the date on which SORTED notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for SORTED to provide Goods to the Customer.