

Terms & Conditions of Trade

1. Definitions

- 1.1. Intralec – System Electrics & Engineering Pty Ltd (ABN: 90 169 960 936) This includes staff and representatives of Intralec
- 1.2. Client – The end consumer, customer, purchaser, or buyer who engages Intralec to perform work or supply materials on their behalf. This is not limited to but includes the employees or contractors of the same, their directors, staff, their client, representatives or members.
- 1.3. Authorised Signatory – A person engaged by the directors of the company, duly authorised with similar privileges to a P.O.A. (Power of Attorney) or director, and given specific authority to sign on behalf of the company or business.
- 1.4. PPSA – The Personal Properties and Security Act
- 1.5. External Influences – Weather, personnel, excessive work load, product failure, catastrophes, environmental effects, impact, tampering, changing, editing, modification or adjustment. This includes things known as “Force Majeure”. External Influences can also come in the form of obstructions, other workers, missing parts or restricted access.
- 1.6. Hazardous items – Products, substances or materials which can be found as a personal or environmental hazard or which have a “non-beneficial impact”. Includes but is not limited to: Petro-chemical substances, liquids or fluids, gases, fumes, dusts and powders and airborne particles. Examples include: Asbestos, Acidic or Alkaline substances, Solvents, Oils and Greases
- 1.7. Information – Documentation, data, designs, drawings, concepts, procedures, or ideas.
- 1.8. Communication – Information transferred between two parties via electronic, physical or other means, either in written, verbal or visual form.
- 1.9. Goods mean tangible goods, tangible items, tangible parts, tangible products or tangible benefits.
- 1.10. Services mean design, work, intangible goods, intangible products or intangible benefits.
- 1.11. Supplier means the person or entity providing the goods & services to Intralec in accordance with the purchase order.
- 1.12. Site of the Works means a single location or multiple locations relating to the performance of work by Intralec for the Client or for the delivery of products, materials or goods by Intralec for the Client, including the premises of Intralec.

2. Estimates, Quotations, Variations & Contract

- 2.1. All prices quoted by Intralec are exclusive of GST (Goods & Services Tax) unless otherwise stated.
- 2.2. All prices quoted by Intralec are based on work associated with the quotation being performed during times of normal working hours.
- 2.3. The client agrees that work requested by or on behalf of the client will be paid for as agreed with Intralec. If no terms are stated, payment terms are outlined under section 3 of this document.
- 2.4. Quotations - shall be deemed a legal contract between the Vendor (Intralec) and the Purchaser (The Client) when agreed to by both parties, and this information is communicated to Intralec. Free and uninhibited access to site or work areas is necessary for the quotation to be valid. If work is paused or stopped by the client for any reason, the costs of goods and services provided to the client or carried out on their behalf will be due and payable.
- 2.5. Rates Schedules – shall be deemed a quotation on labour rates only, and shall be handled in a similar manner to a quotation.
- 2.6. In the absence of a written agreement between the Client and Intralec detailing a fixed scope of work and an associated fixed price for the provision of materials, products, goods or services by Intralec, the cost for such shall be borne by the Client on a Do and Charge basis.
- 2.7. Variations – shall be raised and chargeable to the client for changes to scope, design, exclusions, terms, hours of work, time scheduling or materials used.
- 2.8. Variations may be required If Intralec is required to pay its employees any additional rates or sums above that detailed in the prevailing employment instrument relevant to Intralec due to conditions associated with the Site of The Works such as site allowance, redundancy provisions and the like then it shall be entitled to vary the agreed price to take into account any associated additional costs incurred unless otherwise stated.
- 2.9. Variations may be required where extra cost in labour, materials or overhead is incurred by Intralec by virtue of acceleration of the agreed work schedule or due to the presence of obstacles that could not have reasonably been anticipated by Intralec then Intralec shall be entitled to vary the agreed price to take into account such conditions.
- 2.10. All prices quoted by Intralec do not include any payment that may be required to any statutory body unless specifically stated.
- 2.11. All prices quoted by Intralec are conditional upon the Site of The Works being free from hazardous items if hazardous items become evident then the Client shall accept full responsibility and costs for the resolution of any problems arising as a result of such substances.
- 2.12. All prices quoted by Intralec are based on the Client providing, identifying and marking all necessary survey and datum points.
- 2.13. All prices quoted by Intralec involving excavation, trenching, backfill and the like do not include allowance for the encounter of rock, shale or water during the performance of any associated works nor for any specific compaction other than free fill by gravity. Additional charges incurred for the identification, breaking, removal, transportation and disposal of rock, shale or water and/or compaction to levels other than free fill by gravity shall be borne by the Client.
- 2.14. All prices quoted by Intralec are based on Intralec being permitted to excavate by machine where excavation is required for the execution of the work detailed in the quotation. If the Client requires that Intralec perform excavation work by hand, Intralec shall be entitled to vary the agreed price to take into account additional costs associated with hand excavation.
- 2.15. If the Client fails to advise Intralec in writing prior to the commencement of any excavations of the location and type of underground services and such services are damaged by Intralec then the Client shall indemnify Intralec against any loss, damage or expense of whatsoever nature incurred in making good any loss or damage that Intralec may make to the underground services.
- 2.16. Where a work schedule has been provided by the Client and Intralec is delayed due to cause beyond its control (including but not limited to acts of God, strikes, lockouts or other industrial disturbances, fire, explosion, regulations or orders of any statutory authority or delays caused by any other person, company or authority) then Intralec shall be entitled to an extension of time to complete the associated work while such cause for delay exists.

3. Payment

- 3.1. The client agrees to pay for all goods and/or services supplied by Intralec by the time payable as stated on invoices, and if in doubt shall be seven (7) days from invoice date. An invoice is deemed a payment claim pursuant to the Personal Properties and Securities Act (2009).
- 3.2. If the client is held in receivership or is liquidated, no funds already transferred to Intralec will be held in remand or deemed the property of the client. The client indemnifies Intralec against the need to return funds to the client should the client be examined for unlawful or incorrect payments, especially in the case of company closure or liquidation.
- 3.3. The cost of debt collection and work associated with regaining moneys payable by the client will be paid for in full by the client.
- 3.4. Interest shall run on the amount of monies outstanding from the date due for payment until the date payment is made at 1.5% per month.
- 3.5. Goods and services remain the property of Intralec and are to be granted full access to them until paid for in full by the client.
- 3.6. If Intralec is taken into receivership, liquidation or closes down, the client is not entitled to goods, information or services which have not been paid for in full.

4. Time and scheduling

- 4.1. Intralec shall not be held liable in the event of supplier mishap, incorrect product supply or supplier bankruptcy or liquidation for compliance with Time scheduling provided by the client, unless contractually agreed upon.
- 4.2. Where a work schedule has been provided by the Client and Intralec is delayed due to external influences beyond its control, then Intralec shall be entitled to an extension of time to complete the associated work while such cause for delay exists.
- 4.3. Products and services specified and selected by the client for use by Intralec shall not be the responsibility of Intralec should the supplier become liquidated, bankrupt or close business. Long delivery lead times and order delays will not be the responsibility of Intralec if the delay causes late supply or delayed completion of a project,
- 4.4. Project schedules or work schedules are to be provided to Intralec before a quotation is provided to the customer, or Intralec will determine a suitable work time frame for the project which will be subject to change and market demand.
- 4.5. Liquidated Damages will not be charged to or payable by Intralec, unless specifically agreed upon in writing to the client (for the purpose) by a director or Authorised Signatory of Intralec

5. Intellectual Property (I.P.)

- 5.1. Client and/or proprietary information provided to Intralec will not be deemed confidential or private unless it has both documented as such at the time of transmittal, and signed for as "received in confidence" on behalf of the company by a Director or Authorised Signatory of Intralec.
- 5.2. All information delivered, transmitted or given to the client by Intralec is to be deemed the sole property of Intralec, unless paid for by the client specifically. In the case of the client paying for such information, the I.P. will be deemed the property of Intralec and the rights to such I.P. will be freely useable or re-sellable by Intralec at its sole discretion. In the case of an Intellectual Property Licence Agreement with the client, the rights are not transferrable or re-sellable by the client to another group or person.

6. Warranty

- 6.1. Intralec warrants the materials according to warranty supplied by manufacturer
- 6.2. Workmanship is warranted against defects for 90 days. Any rework required must be raised and brought to the attention of Intralec within 90 days of invoice.
- 6.3. Warranty is only valid based on the information made available to Intralec at the time of purchase.
- 6.4. Warranty is made void by payment default, by exposor of the work, modifications, documentation or products to External Influences, (Including changes or adjustments made by client, misuse or abuse), or business closure.

7. Delivery

- 7.1. Unless specified or outlined in the quotation, delivery to client's site or premises is not allowed for. Pick up of goods and products is available at an agreed time with Intralec from our premises.

8. Inductions and competencies

- 8.1. Inductions requested by the client will be paid for by Intralec if covered in our scope and quotation. Otherwise charged at the applicable rates schedule.

9. Site conditions

- 9.1. Projects and work sites must be free from hazardous materials or substances, and extra costs to the client may be incurred if they are present onsite or in products too which Intralec is exposed.

10. Commissioning, Compliance and Conformity

- 10.1. Unless otherwise agreed in writing, the responsibility of Intralec in respect of commissioning any work performed by Intralec shall be limited to proving conformance with the prevailing requirements as at the date of commencement.
- 10.2. Preferred Equipment Lists and client specifications will only be applicable to the project if they are delivered as part of the project scope before the contract commences.
- 10.3. Instructions given by the client which contravene applicable standards and specifications shall be the responsibility of the client. Intralec waives responsibility for these works.
- 10.4. The Client warrants that all equipment and fittings supplied by the Client, and too which Intralec is required to connect its works, will conform with referenced Australian Standards and to the requirements of all statutory bodies.

11. Risks & Liability

- 11.1. The liability of Intralec in contract or in tort for any act, omission or default arising from the design or provision of any service or arising from the supply of any materials, products or goods shall not extend to any consequential, economic or indirect losses.
- 11.2. The Client retains liability for all risks associated with any work, in part or in full, performed by Intralec on the Site Of The Works, and for all risks associated with any products, materials or goods supplied or installed, in part or in full, on the Site Of The Works at all times. The onus for insurance against such risks rests with the Client.
- 11.3. The Client shall ensure that the employees and agents of Intralec in carrying out work for the Client shall not be exposed to any risk to health or safety. The Client shall indemnify Intralec in the event that an employee or agent of Intralec sustains injury or deterioration of health in consequence of a breach of this provision.
- 11.4. The Client shall keep Intralec indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against the Client or which the Client may sustain, pay or incur as a result of or in connection with the manufacture, sale, export, import or use of the goods or services unless such costs, claim, demand, expense or liability shall be directly and solely attributable to any breach of contract or guarantee by, or negligence of, Intralec or its duly authorised employee or agent.
- 11.5. Intralec will not be deemed liable for products and services (Including but not limited to: design, installation, recommendations, works and services) that it was not contractually responsible for.
- 11.6. Intralec reserves the right to waive responsibility of those of the group that make a statement in error, omit information or make a mistake when communicating on behalf of Intralec, unless it is formally documented as such and signed for on behalf of Intralec by a director or Authorised Signatory.

12. Risk & Title

- 12.1. Title in any products, materials or goods sold or installed during the course of any works, or in the course of supply by Intralec shall pass to the Client only upon payment in full of an associated Tax Invoice issued by Intralec.
- 12.2. Intralec shall be entitled to an unpaid vendor's lien on any products, materials or goods until payment in full is received for an associated Tax Invoice issued by Intralec.
- 12.3. Except as otherwise provided herein, the goods supplied by Intralec to the Client shall be at the Client's sole risk immediately on their delivery to the Client.

13. Assignment and Subletting

- 13.1. The Client shall not assign the contract in whole or in part without the prior written approval of Intralec.
- 13.2. The Client agrees that Intralec may subcontract others to perform any or all of the work.

14. Default

- 14.1. Intralec may suspend any work for the Client, or terminate any associated contract with the Client and repossess any unfixed portions of any work performed by Intralec for the Client for which the Client has not yet paid for if the Client fails to observe the terms of payment detailed in these terms or if the Client enters into an agreement or an arrangement with its creditors, or being an individual commits an act of bankruptcy or is made bankrupt, or being a company resolves or is ordered to be wound up or has a liquidator, receiver, receiver and manager, official manager or administrator appointed for any or all of its assets.

15. Cancellation

- 15.1. If the Client requests cancellation of a contract between it and Intralec or if it requests cancellation of any work being performed for it by Intralec Pty for the Client then the Client shall pay Intralec for all work performed to date and Intralec shall also be entitled to a sum of 20% of the agreed price of the total work for profit, overhead, inconvenience and lost opportunity.

16. Changes or Amendments

- 16.1. No amendments to these terms and conditions will be valid unless made by a Intralec Director or Authorised Signatory.
- 16.2. Intralec reserves the right to change these terms and conditions from time to time, and if superseded, a more recent copy may be found on the Intralec website. (www.intralec.com.au)
- 16.3. No change or error in these terms or conditions shall invalidate the rest of the terms and conditions outlined by Intralec.