

Xpedite Plumbing & Gasfitting Pty Ltd Terms of Trade

Any and all works carried out by Xpedite Plumbing either quoted or otherwise shall be subject to these Terms and Conditions in full and in accordance with the Sale and Supply of Services Act, 2018 (Act 10 of 2018). It is the sole responsibility of the Customer to read these Terms and Conditions carefully and pursue legal advice if required prior to engaging Xpedite Plumbing.

Definitions

- “Xpedite Plumbing” shall mean Xpedite Plumbing & Gasfitting Pty Ltd trading as Xpedite Plumbing & Gasfitting, or any agents, contractors or employees hereof.
- “Customer” shall mean the customer who accepted the Quote by giving the go ahead to proceed either verbally or in writing. These terms of trade include the Customer's trustees, executors (if an individual or successors), permitted assigns, and/or administrators.
- “Contracted Price” shall mean the quoted price and any variation or in the absence of a quote the time and material rates as specified on the invoice.
- “Goods” shall mean the goods and services supplied to the Customer by Xpedite Plumbing which are described by item or indicated on the invoice associated with those goods. This also includes any packing or delivery slip supplied by Xpedite Plumbing in respect of the goods.
- “Work Order” shall mean the acceptance of a Quote by the Customer or any instruction, verbal or written, by the Customer to engage Xpedite Plumbing in work.

Work Orders

- Once a Work Order has been accepted by Xpedite Plumbing, the Customer cannot cancel it without the express consent of Xpedite Plumbing. Where Xpedite Plumbing has already ordered goods from a third party, cancellation will only be possible if Xpedite Plumbing can return the goods to the third party at no loss to Xpedite Plumbing.
- Xpedite Plumbing may, at any time after acceptance of a Work Order, cancel the supply of Goods or Service and will not be liable for any loss or damage suffered by Customer as the result of such cancellation.

Site Issues

- Acceptance of a Work Order is based upon the assumption that all existing installations comply with law, regulations and relevant Australian Standards. Any work required to bring existing installations into compliance with law, regulation and relevant Australian Standards will be carried out in addition to that requested under the Work Order.
- Should Xpedite Plumbing in the course of any authorised work, discover any defect in any part of the premises or the existing installation which makes it impracticable or inexpedient to continue with the authorised work, shall, at their sole discretion, conduct repairs deemed necessary to continue with the work.
- The Customer acknowledges that pipes affected by root growth and or blockages are generally damaged as a result of such interference. The removal of root growth and/or blockages alone carries no warranty that similar problems will not

recur unless permanent repairs are made to the affected pipework.

- Where drain inspection or plumbing equipment becomes jammed as a result of damaged drains or blockages, Xpedite Plumbing will be entitled to take reasonable action to retrieve such items. The Customer agrees to pay the costs of the removal of the equipment including any excavation and restoration work.
- Xpedite Plumbing will take care when supplying the Goods or Services to minimise any disturbance or damage to surrounding areas including walls, ceilings, floors, garden beds and paint. Any repair or restoration required after the supply of the Goods or Services must be carried out at Customer's cost.
- Any materials removed from the Customer's premises in connection with carrying out a Work Order and not used on the job shall be the property of Xpedite Plumbing unless otherwise agreed.

Underground Locations

- Prior to work commencing, the customer must advise Xpedite Plumbing the location of all underground services that may be on site, including but not limited to, electrical services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, NBN infrastructure, oil pumping mains and any other services that may be on site.
- Xpedite Plumbing will take all care to avoid damage to any underground services, the Customer agrees to indemnify Xpedite Plumbing in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified above.

Obligations of Xpedite Plumbing

- Xpedite Plumbing shall perform work in a professional manner as per Australian Standards.
- Xpedite Plumbing shall perform work in accordance with OH&S requirements.
- Xpedite Plumbing shall handle any fixtures, fittings, materials and/or equipment provided by the Customer with reasonable care.
- Xpedite Plumbing shall not be liable for any damage caused by defects in, or the unsuitability of Customer-supplied fixtures, fittings, materials and/or equipment for the purpose for which they were intended by the Customer.
- Xpedite Plumbing shall not be liable for any loss or damage resulting from any act of God, fire, natural disaster, Act of Parliament, Government order, strike, war, delay in delivery of manufacturing materials or from any other circumstances beyond Xpedite Plumbing's control.
- Xpedite Plumbing may subcontract all or any of its obligations or rights without the Customers consent.
- Xpedite Plumbing will hold all insurance it considers appropriate in respect of the supply of Goods and Services and all other insurances required by law.

Supply of Materials

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- Where any fixtures, fittings, materials and/or equipment are supplied by the Customer, they will be stored, handled and installed at the risk of the Customer. Xpedite Plumbing is not liable for any failure of materials supplied by the Customer.
- Notwithstanding delivery of the Goods to the Customer, title of the Goods shall remain with Xpedite Plumbing until full payment is made by the Customer to the Xpedite Plumbing. Xpedite Plumbing reserves the right to reclaim the Goods from Customer's possession, custody or control even if they have been delivered to Customer or moved from the delivery address. Xpedite Plumbing reserves the right to keep or sell the Goods.

Price and Payment

- The Customer shall pay Xpedite Plumbing the Agreed Price and any variation in accordance with these terms and conditions.
- To avoid disputes about verbal orders or variations, all additions or variations must be in writing accompanied by a signed company purchase order before any work will be conducted.
- All Goods and Services supplied by Xpedite Plumbing are subject to Goods & Services Tax (GST).
 - Hourly rate \$140 + GST (Tradesman \$100 p/hr + GST, apprentice \$40 p/hr + GST) includes travel time
- The price is payable in full without any deduction at the completion of the works unless otherwise agreed in writing with Xpedite Plumbing.
- Once your work order is complete, you will be sent a final invoice by email, unless otherwise arranged. Payment is due as per the payment date on the invoice.
- Invoices will be issued under the Building & Construction Industry Security of Payment Act.
- Our terms of payment are subject to the payment of Progress Claims made during the currency of the Contract. Not more than two (2) Claims will be made within each calendar month and payment shall be made within Fourteen (14) days of the date of that Claim.
- If you need to discuss any aspect of payment or invoice, please contact us immediately.

Unpaid Accounts

If payment becomes in arrears Xpedite Plumbing reserves the right to-

- Refuse any further work until payment has been made.
- Terminate the agreement without notice.
- Charge \$50 per week administration fee on a monthly basis for accounts that remain outstanding.
- Add further debt collecting costs to accounts that remain outstanding over 20 days past the due date
- Recover all costs associated with the collection of overdue amounts including but not limited to; all reasonable legal fees; agency fees or commissions, all reasonable disbursements, Xpedite Plumbing's own internal costs, together with the original debt.

Termination of Contract

- Either party may terminate this agreement immediately by notice in writing to the other party.

- If the Customer terminates this agreement for any reason whatsoever, the Customer must immediately pay Xpedite Plumbing for all goods or Services already ordered or supplied by Xpedite Plumbing.
- Xpedite Plumbing may, at any time after acceptance of an order, cancel the supply of Goods or Services and will not be liable for any loss or damage suffered by the Customer as a result of such cancellation.

Dispute Resolution

- If a dispute arises between the parties to this contract, then either party shall send the other Notice of Dispute in writing adequately identifying and providing details of the dispute. Within 7 days after service of a Notice of Dispute, the parties shall confer at least once to attempt to resolve the dispute.
- At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved, either party may by further notice in writing delivered or sent by certified mail to the other party, refer such dispute to arbitration.
- Each party shall bear its own costs of presenting its position to the arbitrators unless the arbitrators make another determination in respect of the costs.

Warranty and Liability

- In relation to any goods which are the subject of a manufacturer's warranty, the Customer agrees to comply with the terms of the manufacturer's warranty in the event there is a defect in the Goods.
- To the extent permitted by law, all terms, guarantees, warranties, representations or conditions which are not expressly stated in this agreement are excluded. If Xpedite Plumbing is liable for a breach of an imposed term, guarantee, warranty, representation or condition or warranty, Xpedite Plumbing's liability is, limited to: the replacement of the Goods or the supply of equivalent goods or the supply of the Services again; or, the repair of the Goods; or, the payment of the cost of replacing the Goods or acquiring equivalent goods; or, the payment of the cost of having the Goods repaired or resupplying the Services.
- To the extent permitted by law Xpedite Plumbing will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity and loss of data arising out of or in connection with the Goods or Services, including as a result of the late or non-supply of Goods.

Privacy Policy

- Protection of our customer information is important to Xpedite Plumbing. Your information will be held in strictest confidence. Use of your personal information is in accordance with The Privacy Act 1988
- We never sell trade, lease or rent any personally identifiable information to other parties.

Intellectual Property

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- Where Xpedite Plumbing has designed or drawn Goods for the Customer, the copyright in those designs and drawings shall remain vested with the Plumber and shall only be used by the Customer at the written discretion and with written consent to do so.

Severance Clause

- If any words or provisions in this contract are unenforceable, the remainder of this contract shall remain effective.
- Xpedite Plumbing reserves the right to review and makes changes to the terms and conditions from time to time.