

ARA Mechanical Services

Standard Terms and Conditions of Sale

The following terms and conditions may be subject to consumer protection laws, including the *Competition and Consumer Act 2010* (Cth), and other applicable Australian consumer protection laws and regulations. Nothing in these terms and conditions is intended to exclude, restrict or modify any rights available to the Customer under the *Competition and Consumer Act 2010* (Cth) or any other applicable Australian consumer protection laws and regulations (as applicable) which may not legally be excluded, restricted or modified, in the circumstances that such consumer protection laws and regulations are applicable and available to the Customer.

1. Agreement

- 1.1 These Terms apply to and form part of the Agreement between the Supplier and the Customer. They supersede any previously issued terms and conditions of sale and/or supply, including any such terms and conditions issued to the Supplier by the Customer which shall be deemed rejected except as otherwise provided by clause 1.5.
- 1.2 Acceptance by the Supplier to provide the Goods and/or Services described or referred to in any Purchase Order issued to the Supplier from the Customer constitutes the formation of the Agreement and is expressly subject to and conditional upon these Terms.
- 1.3 Any Purchase Order, statement of intent to purchase any Goods and/or Services, or any direction from the Customer to proceed with procurement, manufacture, shipment of, or supply or performance of Goods and/or Services (as applicable), shall constitute acceptance of these Terms by the Customer, and shall be taken as the Customer's representation that it is solvent.
- 1.4 The absence of a Purchase Order will not preclude an Agreement from being formed nor shall it preclude these Terms from applying to the Supplier and Customer, providing that there is acceptance of these Terms by the Customer in any of the forms captured by clause 1.3 above. In such circumstances, any reference herein to a "Purchase Order" shall nonetheless apply as though the Customer had indeed issued the Supplier a Purchase Order, notwithstanding the absence of such documentation in lieu of the Customer's acceptance of the Terms through other methods.
- 1.5 Any alteration, amendment, waiver or cancellation of these Terms and any additional or different terms and conditions provided in any communication from the Customer are rejected by the Supplier and shall not be effective or binding on the Supplier, except where the Supplier's authorised representative, in writing, acknowledges and accepts the application of the Customer's own terms and conditions.
- 1.6 The Customer acknowledges and agrees the Supplier is not bound by any representations, statements, conditions or agreements made by the Supplier's personnel other than the Supplier's authorised representatives (which, for the avoidance of doubt,

shall be taken to be limited to the Supplier's directors and company officers).

2. Specification

- 2.1. The Goods shall be supplied and the Services performed by the Supplier in a timely manner and in accordance with the Agreement and any specifications set out in the Purchase Order. Where the Purchase Order does not contain any specifications, or where the specifications are ambiguous or unclear, the specifications set out in the Supplier's Quotation shall apply, if any are applicable to the Goods or Services.

3. Price

- 3.1 The Customer must pay to the Supplier the Price based on the Goods or Services stipulated in a Purchase Order at the then current prevailing rates of the Supplier for those Goods or Services, or, at the discretion of the Supplier, the amount specified in any Quotation. To the extent of any discrepancy or conflict between prices, the Price quoted by the Supplier in a Quotation to the Customer shall prevail. In the absence of a Quotation from the Supplier, the Price stipulated in the Supplier's tax invoice shall prevail above all else.
- 3.2 Any increase in the cost of delivery and/or supply of the Goods or Services between the date of the Purchase Order and the date of delivery or supply of those Goods or Services shall be borne by the Customer.
- 3.3 The Supplier may change the Price by providing written notice to the Customer.
- 3.4 Any Price quoted by the Supplier is based on the costs of labour, materials and statutory obligations applicable at the date of the Quotation. Any variations in these rates or obligations incurred by the Supplier shall be payable by the Customer.
- 3.5 The Supplier shall be entitled to charge its reasonable additional costs and fees for all delays caused as a result of the Supplier obeying any instructions given by the Customer or the Customer not fulfilling the Customer's obligations under the Agreement.

4. GST and Other Taxes

- 4.1 The Price is exclusive of GST. The Customer must pay the Supplier an additional amount for any GST payable in respect of any taxable supply made under