

# **AUSSIE ROAD PILOTS - TERMS AND CONDITIONS OF TRADE**

## **1. Definitions**

**1.1 "Supplier" shall mean Aussie Road Pilots Pty Ltd and its successors and assigns.**

**1.2 "Client" shall mean the person or company or contractor receiving Services as supplied by the Supplier.**

**1.3 "Services" shall mean all services supplied by the Supplier to the Client and includes any advice or recommendations.**

**1.4 "Price" shall mean the cost or quotation/estimate price of the Services as agreed between the Supplier and the Client.**

## **2. Acceptance**

**2.1 Any instructions received by the Supplier from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Supplier shall**

**constitute acceptance of the terms and conditions contained herein.**

**2.2 No subsequent correspondence or document by the Client shall modify or otherwise vary these terms and conditions unless such variations is in writing and**

**signed by the Supplier.**

**2.3 None of the Supplier's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the**

**manager of the Supplier in writing nor is the Client bound by any unauthorised statements.**

**2.4 The Supplier may vary the Terms and Conditions by giving fourteen (14) days notice in writing to the Client.**

## **3. Quotations/Estimate**

**3.1 The Supplier shall at the Client's request provide a quotation for the Services requested by the Client.**

**3.2 Any written quotation/estimate given by the supplier shall expire within thirty (30) days from the date of the written quotation/estimate. Quotation/estimates**

**may also be provided to the client by verbal communication over the telephone.**

**3.3 All information contained in a quotation is confidential and remains the property of the Supplier at all times.**

**3.4 All prices are based on the cost of labour, material, taxes and statutory charges current at the time of quotation. Should this vary during the period from the**

date of quotation to the date of invoice the difference will become the responsibility of the Client and the Client will be invoiced for the extra charge by the

Supplier.

3.5 All prices for the Services are based on the whole of the work being carried out as one continuous project devoid of delay in the provision by third parties of goods, material, parts, services or structures.

## 4. Placement of Orders

4.1 A contract for the supply of Services is made when the Client communicates, by writing, by conduct or by verbal communication to the Supplier its acceptance of the written or verbal quotation.

4.2 Orders and request for the Services placed by the Client with the Supplier will be considered valid when placing the order by telephone.

4.3 The Supplier reserves the right to decline a request for service requested by the Client.

## 5. Services

5.1 The Supplier shall supply or otherwise provide the Services specified in the Client's order.

5.2 The Client will ensure when placing orders that there is sufficient information and adequate specification including any special requirements to enable the Supplier to execute the order.

5.3 The Supplier takes no responsibility if the specifications are wrong or inaccurate and the Client will be liable for the expenses incurred by the Supplier for any work required to rectify the Order.

5.4 The Supplier will not be liable for any loss incurred as a result of delay due to an event of force majeure.

5.5 Subject to complying with its obligations of providing the Services the Supplier shall exercise its independent discretion as to the most appropriate and effective manner of providing the Services and satisfying the Client's expectations.

5.6 The Supplier shall comply with all reasonable requests and directions of the Client that may be lawfully given from time to time as to the nature and scope of the Service to be provided.

5.7 The Supplier may agree to provide additional Services requested by the Client not included or specifically excluded in the order for which the Supplier shall be entitled to make additional charges.

## **6. Payment and Credit Check**

6.1 The extension of credit shall be at the absolute discretion of the Supplier and where extended, unless otherwise agreed to in writing, the Client shall pay the price of the Services within the payment terms specified on invoices provided to the Client.

6.2 If the Supplier considers it relevant to assessing the Client's application for credit, the Client agrees to the Supplier obtaining a report about the Client, commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons and companies.

## **7. Goods and Services Tax**

7.1 GST refers to goods and services tax under the Goods and Services Act 1999 ("the Act") and terms used herein have the meanings contained within the GST Act.

7.2 It is hereby agreed between the Client and the Supplier that the consideration for the Supplier expressed in this agreement is exclusive of the Supplier's liability of GST.

7.3 On completion of Services:

(a) The Client will pay to the Supplier, in addition to the total purchase price, the amount payable by the Supplier under this agreement.

(b) The Supplier shall deliver to the Client a Tax Invoice for the supply in a form which complies with the GST Act and Regulations.

## **8. Default and Consequences of Default**

8.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgment.

8.2 If the Client defaults in payment including dishonored cheques of any invoice when due, the Client shall indemnify the Supplier from and against all the

Supplier's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominee's costs of collection.

8.3 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment), the

Supplier may suspend or terminate the supply of Services to the Client and any of its obligations under the terms and conditions. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier exercised its rights under this clause.

8.4 If an account remains unpaid at the end of a second month after supply of the Services an immediate amount of the greater of \$20.00 or 10.00% of the amount

overdue shall be levied for administration fees which sum shall be immediately due and payable.

## 9. Indemnity

9.1 Without prejudice to any other rights the Supplier may have, the Client shall indemnify the Supplier for any loss, damage or expense incurred by the Supplier

should the Client breach any term of the agreement of these terms and conditions after acceptance by the Supplier.

9.2 The Client indemnifies the Supplier against all claims and all losses and damages incurred by the Supplier as a result of documents provided by the Client to

the Supplier for the purpose of or in the course of the supply of Services, breaching a third party's intellectual property rights.

## 10. General

10.1 The Supplier is not liable for and the Client releases the Supplier from any direct, indirect, special or consequential losses or damage suffered by the Client

however caused and regardless of whether the Client has been advised of the possibility of such loss except where such loss is caused by the negligence of the Supplier, its servants or agents and in no event shall the Supplier be liable for an amount exceeding the amount of the contract.

10.2 Subject to clause 10.1 the Supplier will not be liable to the Client for any physical or financial injury, loss or damage to the Client which may be suffered or

incurred or arise directly or indirectly from the effect of Services supplied under the terms and conditions or in respect of a failure or omission on the part of

the Supplier to comply with its obligations.

10.3 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining

provisions shall not be affected, prejudiced or impaired.

## **11. Indemnity**

**11.1 Without prejudice to any other rights the Supplier may have, the Client shall indemnify the Supplier for any loss, damage or expense incurred by the Supplier**

**should the Client breach any term of the agreement of these terms and conditions after acceptance by the Supplier.**

**11.2 The Client indemnifies the Supplier against all claims and all losses and damages incurred by the Supplier as a result of documents provided by the Client to**

**the Supplier for the purpose of or in the course of the supply of Services, breaching a third party's intellectual property rights.**