

# TERMS & CONDITIONS

## 1. ACCEPTANCE

1.1 Any instructions received by Phillips Electrical from the Customer for the supply of Goods and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

## 2. COLLECTION AND USE OF INFORMATION

2.1 The Customer authorises Phillips Electrical to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract

2.2 The Customer authorises Phillips Electrical to disclose any information obtained to any person for the purposes set out in clause 3.1.

2.3 Where the Customer is a natural person the authorities under clauses 2.1 and 2.2 are authorities or consents for the purposes of the Privacy Act 1993.

## 3. PRICE

3.1 Where no price is stated in writing or agreed to orally the Goods and Services shall be deemed to be sold at the current amount as such Goods and Services are sold by Phillips Electrical at the time of the contract.

3.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods and Services that is beyond the control of Phillips Electrical between the date of the contract and delivery of the Goods and Services.

## 4. PAYMENT

4.1 All figures are based on a cash sale. Payment for Goods and Services shall be made in full on or before the date of the invoice ("the due date").

4.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

4.3 Any expenses, disbursements and legal costs incurred by Phillips Electrical in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

4.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

## 5. QUOTATION

5.1 Where a quotation is given by Phillips Electrical for Goods and Services:

5.1.1 Unless otherwise agreed the quotation shall be valid for 30 days from the date of issue; and

5.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;

5.1.3 Phillips Electrical reserve the right to alter the quotation because of circumstances beyond its control.

5.2 Where Goods and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods and Services.

## 6. RISK

6.1 Risk in any Goods and Services supplied by Phillips Electrical shall pass when the Goods and Services are delivered to the Customer and it shall be the Customer's obligation to insure the Goods and Services from that time.

## 7. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

7.1 Title in any Goods supplied by Phillips Electrical passes to the Customer only when the Customer has made payment in full for all Goods provided by Phillips Electrical and of all other sums due to Phillips Electrical by the Customer on any account whatsoever. Until all sums due to Phillips Electrical by the Customer have been paid in full, Phillips Electrical has a security interest in all Goods.

7.2 If the Goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with Phillips Electrical until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of or a constituent of any new Goods, title to these new Goods shall be deemed to be assigned to Phillips Electrical as security for the full satisfaction by the Customer of the full amount owing between Phillips Electrical and Customer.

7.3 The Customer gives irrevocable authority to Phillips Electrical to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after default by the Customer or before default if Phillips Electrical believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. Phillips Electrical shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Phillips Electrical may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as Phillips Electrical reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

7.4 Where Goods are retained by Phillips Electrical pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

7.5 The following shall constitute defaults by the Customer:

7.5.1 Non-payment of any sum by the due date.

## 8. CANCELLATION

8.1 In the event the customer cancels acceptance of a quotation a minimum cancellation fee of 20% of the total will apply.