



Photon Electrical Limited Terms of Trade

1st October 2021

Thank you for choosing us.

Please read the terms of trade listed below. These terms need to be accepted before we begin work at your property.

1. Application & Acceptance of Terms of Trade

1.1....These terms apply to all trade between you (the customer) and **Photon Electrical Ltd**. These terms are effective from the above date until these terms of trade are replaced by another document. Unless the context requires otherwise, the following definitions shall apply to these terms of trade.

1.2....Upon the Customer accepting a quote, placing an order for or accepting delivery of any Goods the Customer is deemed to have accepted these terms and conditions.

2. Definitions : Unless the context requires otherwise, the following definitions shall apply to these terms of trade:

2.1....PEL means 'Photon Electrical Ltd', 'Photon Electrical' and any of its related companies who have supplied goods or services. This also includes the successors and assignees of those companies. "Customer" means the customer or any person acting with the authority of the customer purchasing goods from PEL. These terms of trade include the Customer's trustees, executors [if an individual or successors], permitted assigns, and/or administrators.

2.2...."Goods" means the goods, chattels or services supplied to the Customer by PEL which are described by item or indicated on the invoice associated with those goods.

2.3...."PPSA" means the Personal Property Securities Act 1999 and associated regulations, as amended from time to time.

2.4...."PPSR" means the Personal Property Securities Register under the PPSA.

3. Payment

3.1....The Customer shall pay in full for the goods and services within 7 days of date of invoice, unless prior agreement has been made in writing. The Customer shall not have any right of set-off or deduction against the required payment or on account of any money which PEL may owe the Customer. If the Customer fails to pay the full amount due, on or before the due date, PEL (without prejudice to its other rights and remedies) shall be entitled to charge the Customer interest of 2.5% per month calculated on a daily basis on the amount outstanding from due date until payment.

3.2....The price for the goods supplied by PEL shall become immediately payable, regardless of any other terms of payment, and PEL may take immediate action to recover the price. This includes if the Customer is in default under any agreement with PEL or commits an act of insolvency or bankruptcy, goes into liquidation, receivership or voluntary administration, enters into a creditors' composition, or has its credit standing impaired in any way.

3.3....PEL may require you to pay a deposit as an advance payment before commencing work.

4. Quotes and Estimates

4.1.... Quotes & estimates given by PEL shall be valid for 7 days from date of issue.

4.2.... All quotes & estimates are exclusive of Goods and Services Tax (GST) unless specified otherwise.

4.3.... Where additional goods in variation to the original quote or estimate are requested by the Customer, the Customer agrees to pay any additional costs.

4.4.... Any additional goods required that could not be foreseen by PEL at the time of quotation or estimate, shall be charged to the Customer by PEL.

5. Delivery and Return

5.1....Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from PEL premises or collected by the Customer or the Customer's agent. All carriers of goods are deemed to be agents of the Customer.

5.2....PEL may stop future supplies of goods or services until the Customer has paid for all previous supplies of goods or services supplied by PEL (whether payment is due or not).

5.3....If PEL is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) PEL may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.

5.4....Goods will only be accepted for return with the prior approval of PEL. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by PEL.

6. Withdrawal of Credit

6.1....PEL may at any time, in its sole discretion, withdraw the provision of credit to the Customer.

7. Risk

7.1....Goods are at the sole risk of the Customer upon delivery in accordance with clause 6.1 whether received by the Customer or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to the Customer.

7.2....The Customer shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft. If the goods are lost, damaged or destroyed, the Customer must agree to make a claim against the insurance policy with respect to the lost, damaged or destroyed goods, and to immediately pay the proceeds received to PEL. The Customer will remain liable to The Company for any shortfall in the insurance proceeds.

8. Ownership

8.1....Ownership of the goods shall not pass on to the Customer until the Customer has paid for the goods in full. In addition, any proceeds of the sale of goods that the Customer has not paid for shall belong to PEL.

8.2....Notwithstanding the provisions of clause 6.1 regarding PEL ownership of any sale proceeds, until the ownership of the goods has passed on to the Customer, the Customer shall not be entitled to sell or deliver possession of the goods to any other person.

9. Enforcement and PPSA

9.1....The Customer irrevocably gives PEL and its agents the right to enter upon the Customer's premises (including leased premises), without giving notice and without being in any way liable to the Customer, if PEL has cause to exercise any rights it has under section 109 of the PPSA.

9.2....The Customer indemnifies PEL for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis. This includes; but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

9.3....The Customer waives its right under the PPSA to receive any verification statement from PEL.

9.4....The Customer shall immediately notify PEL in the event that the Customer changes its name.

10. Representations, Warranties, Terms and Conditions

10.1....To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between PEL and the Customer. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to

the supply of goods or services by PEL to the Customer where the Customer acquires, or holds himself or herself out as acquiring, the goods or services for the purposes of a business.

10.2.... If PEL shall be under any liability whatsoever to the Customer then whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the Customer may be entitled at law or in equity, such liability shall be limited to the price at which the goods or services are supplied to the Customer. This includes the actual loss or damage suffered by the Customer, whichever shall be the lesser.

10.3.... Under no circumstances will PEL be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

11. Privacy

11.1.... The Customer agrees that PEL may obtain information about the Customer from any person, including any credit assessment or debt collection agency, for any purpose being in the course of PEL business, including credit assessment and debt collecting. The Customer consents to any person providing PEL with such information.

11.2.... The Customer agrees that PEL may use, for lawful purposes, any information it has about the Customer relating to the Customer's creditworthiness.

11.3.... Without limiting the provisions of clauses 9.1 and 9.2, the Customer understands that:

a) PEL is asking the Customer for personal information about the Customer for the purpose of:

i. obtaining a credit report on the Customer to help assess the Customer's creditworthiness for the purpose of PEL opening or reviewing a trading account for the Customer, and.

ii. registering the security interest created by clause 6.1 under the PPSA;

b) PEL will give the Customer's personal information to:

i. a credit checking bureau of The Company's choice and that bureau will hold that information on their system and use it to provide their credit reporting service, and

ii. the Registrar of Personal Property Securities and the Registrar will hold that information on the PPSR which will be available for searching by the public in accordance with the PPSA;

c) The credit reporting bureau will provide PEL with information about the Customer for the purposes outlined in clause 9.3(a)(i), and when other customers of the credit checking bureau use the credit reporting service the credit checking bureau may give the information to those customers too.

d) The Company may use the credit checking bureau's credit reporting services in the future for purposes related to the provision of credit to the Customer (including personal credit checks against the Customer), and this may include the use of monitoring services to receive updates if any of the information held about the Customer changes.

e) If the Customer defaults in the Customer's payment obligations to PEL, information about that default may be given to the credit reporting bureau and may be provided to other users of that service other than the Customer.

f) The Customer has a right of access to, and may request correction of, personal information held by PEL or a third party about the Customer. For those purposes, the Customer understands that he or she may contact PEL at the address set out in the application for credit account to which these terms of trade relate, for information.

12. Amendment

PEL may amend these terms of trade from time to time. The Customer shall in respect of the supply of any particular goods or services by PEL to the Customer be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request at the local branch office of PEL

13. General

13.1....Unless expressly provided otherwise in any written agreement between PEL and the Customer, these terms of trade, and the application for credit account to which these terms of trade relate, constitute the entire agreement between PEL and the Customer relating to the supply of goods and services by PEL to the Customer.

13.2....Each provision of these terms of trade is severable in whole or in part and, if any provision is held to be illegal or unenforceable for any reason, only the illegal or unenforceable provision shall be affected and the remainder of these terms of trade shall remain in full force and effect.

13.3....These terms of trade and the application for credit account to which these terms of trade relate shall be construed in accordance with and be governed by the laws of the Country you reside in. PEL and the Customer shall submit to the non-exclusive jurisdiction of the Courts in your Country.

14. Construction Contracts Act 2002

14.1 PEL reserves the right to suspend work as per provisions in the Act.

14.2 Disputes between the Customer and PEL shall be referred to the adjudicator as per provision in the act.

14.3 Where not covered in these terms of trade or altered under mutual agreement, the default provisions in the Construction Contracts Act 2002.