

STANDARD CONDITIONS OF SALE

1.0 ACCEPTANCE OF CONDITIONS By placing an order, the customer hereby accepts the following conditions, which may be varied only in writing by iMalekky hereafter known as iMalekky. Please be advised that placing this order with iMalekky will override any terms and conditions provided by the Customer.

1.1 TAXATION In the event that at any time during the term of the contract any new or additional taxation is imposed which effects the cost of materials, services or labour associated with the works, or which may apply to the total invoiced costs, such increases shall be added to the contract sum.

1.2 TERMS OF PAYMENT Our standard Terms of Payment are as follows: For installation works long term projects 1 month or more in duration progress claims are required.

Monthly progress claims will be made and these will include:

1. All unfixed materials at site.
2. Electrical switchboards designed specifically for this project
3. Mains and sub mains cables
4. All materials and other equipment stored off site because of delays in construction or unavailability of site access.
5. All approved variation works in progress. 80% of all unapproved variations of works in progress. In addition, initial progress claims will also include up to 10% of the contract value for mobilisation, project setting up, commitment to initial procurement of materials and subcontracts and other costs and obligations incurred at the commencement of the project.
6. For Light Fittings: Monthly progress claims based on the following milestones: 20% on placement of order, 50% on delivery, 25% on completion of fit out, 5% on completion of works testing.

For General Works: Monthly progress claims based on the following milestones: 20% on placement of order, 40% on completion of the rough-in, 40% on completion of works and before certification is issued.

1.3 TERMS OF PAYMENT:

Short Term Projects. Notwithstanding that the company, iMalekky may from time to time offer extended terms of payment, it reserves the right to require full payment of all indebtedness within 7 days of the date of invoice relating to the delivery of goods or provision of services. If payment becomes overdue, iMalekky reserve the right to cease work regardless of site deadlines, until the account is settled.

1.4 INTEREST WHEN ACCOUNTS ARE OVERDUE:

We reserve the right to charge interest monthly at the rate of 2% per week if account becomes overdue. Part payments shall be firstly applied against interest.

1.5 RECOVERY COSTS PAYABLE BY THE CUSTOMER:

We reserve the right to charge all costs incurred or which may be incurred in recovering or attempting to recover any goods or amount owed by the customer, including any debt collectors commission and any solicitors costs and charges incurred in recovering or attempting to recover any amount owed by the customer. Any part payment shall firstly be credited against interest then debt recovery charges.

1.6 RETURN OF GOODS:

Credits will only be allowed if authorised by iMalekky and at a value calculated by iMalekky. Claims for credits must be made in writing within seven days of delivery and invoice number and date be quoted. Goods being returned are at the risk and cost of the customer at all times. Re stocking fees may apply.

1.7 NON-PAYMENT

In the event, the product or service provided, is not paid for, iMalekky reserves the right to enter the site of installation under the original contract for work to disable the system, by any means possible, until payment has been made. Once payment has been made iMalekky will return within 5 business days to re-commission the system. The owner of the property gives iMalekky permission to enter the property to conduct both of the aforementioned actions, if required.

1.8 STRUCTURAL INTEGRITY OF BUILDING AND MATERIALS

Unless specifically mentioned as an inclusion in the contract for work, any existing building deficiency (or potential upgrade required) to the structural integrity a building, is to be completed by the owner, prior to commencement of work. iMalekky expect that the owner of the building, conduct their own investigations (at their own cost) into the ability of their structure to carry the weight of the equipment being installed, with a qualified and licensed structural engineer, prior to work commencing. By the owner accepting, the installation booking date, iMalekky are making the presumption that this investigation has been completed prior to commencement and will proceed on this knowledge. iMalekky will be forthcoming with any product specifics, should they be requested, for this process to occur.

1.9 ROOF TYPES AND POTENTIAL ISSUES

When installing solar or energy efficiency products on many different and varying roofing materials, there is risk to the roofing material being damaged. These materials all carry risk of damage when walking on and installing products on them. Due to the varying age and condition of the roofing material present on different sites, iMalekky cannot guarantee that no damage will be sustained or caused to the roof during the process of the installation. iMalekky take great care to avoid damage to the materials, but roofing materials such as Aluminium Sheeting, Decromastic Tile, Trim deck, Corrugated Iron and Ceramic Tiled roofs may sustain damage from the nature of the installation. iMalekky take no responsibility for any damage caused and the owner, by accepting our conditions, by placing an order understands the risks involved with the installation and that the damage can be sustained and may result in repairs or replacements (at the owners cost) being required to the roofing material post installation.

The Contract

2.0 Price Basis The price is quoted on the condition that supplier items and major material items can be ordered, and stored either on site or off site with storage certificates issued and payment made for materials held in storage.

2.1 Rise and Fall Unless specifically stated in our quotation, our quotations are based on the cost of labour and materials at the date of the quotation and is subject to price variation in accordance with the National Electrical Contractors Association Standard Price variation Formula.

2.2 Copper Variation Due to the volatile price of copper and the international market, our price associated with copper based products, but not limited to cable has been calculated to include copper costs up to a price of \$9,000.00 A\$/per tonne based on the AEEMA Copper Cathode Index. Should our tender offer prove of interest, any offer by us will be reviewed and fixed at the time of entering into any agreements.

2.3 Site Productivity Allowance No allowances are made by iMalekky in our quotations unless stipulated by iMalekky in writing, for the payment of any special or Site Allowances. If these are applicable on any sites that we are engaged on, we would require reimbursement of direct costs plus statutory, overhead and administration costs of twenty five (25) percent.

2.4 Site Amenities and Ablutions We have assumed that all site amenities and ablutions will be provided by others free of charge to our company.

2.5 Special Payments Unless specifically stated in this quotation, no provision has been made the payment of any special site agreement, award or disability allowances.

2.6 Site Inductions Unless specifically stated in this quotation, no allowance had been made for any site inductions. These, where required, will be charged to the customer.

2.7 Currency Exchange Rates Where imported equipment is involved, the above price is based on the exchange rate at the time of tendering. Should the actual exchange rate vary from the Base Exchange rate, then the component of imported goods included in the tender price quoted would be adjusted accordingly.

2.8 Liquidated Damages Unless specifically stated on this quotation, we will not accept liquidated damages. Where acceptance of liquidated damages is specifically stated, these shall in any case be limited to a maximum of 1% of our Nett contract amount per week to an overall maximum of 5% of our Nett contract amount and shall only then be applied where the cause for such damages is directly applicable to actions on our part.

2.9 Confidentiality of Documents & Proprietary Information Drawings, specifications and other information supplied by us as part of our tender shall be regarded as confidential, shall be used only for Technical Information, consisting of drawings, specifications, calculations and design shall remain our property and must not be copied or disclosed to any third party unless authorised by us.

2.10 Consequential Loss Liability Limitation Unless specifically stated otherwise in our quotation our liability for loss of production, loss of income, the opportunity to earn profits, the financial consequences of business interruption and indirect and consequential loss shall be limited to \$1.00.

2.11 Title Risk of Loss Title of goods, services and works undertaken by iMalekky should not pass until full payment for the goods, services and work undertaken has been made by the purchaser. The purchaser hereby authorises and acknowledges that entry will be given to the premises where the goods have been delivered, or installed arrangements will be made for us to regain possession of the goods, for which full payment has not been made.

2.12 Hazardous Materials Unless specifically stated in this quotation, the quoted price is based on the assumption that the work for which this quotation is submitted will be executed in a hazardous material free environment. It is a strict condition of his quotation that the customer accepts full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of these materials in or about the site on which the works (or any part thereof) are to be performed.

2.13 Work Site Access We have based our offer on free and unrestricted access to all required work areas.

2.14 Live Work Clause It is our strict policy to only undertake live work or work near live conductors where it is safe to do so, particular emphasis is placed on: Compliance with AS/NZA 4836:2001 "Safe working on Low Voltage Electrical Installations, relevant Commonwealth and State Statutory Acts and Work Place Regulations". Our live work procedure is designed to eliminate risk of injury to our employees, damage to your installations and unexpected power disconnections. The above may require us to disconnect or isolate parts of the installation to undertake such work for which additional charges may be applicable.

2.15 Cancellation Fees If work is not able to be proceeded with as arranged and if no alternative activities can be undertaken at site, a cancellation fee of 20% of the contract will be charged if the work is confirmed with an agreed start date set and is then cancelled or re-scheduled, based on man hours and materials committed to the work at the time of cancellation where these are not able to be otherwise deployed.

2.16 Service/Delivery By Installments Where it is practical, we reserve the right to deliver the goods, service and/or carry out the installation by installments. In such instances progress payments and billings for each installment shall be due in accordance with the clauses "Terms of Payments" above.

2.17 Delays/Prolongation Any it specifically mentions it, any quotation provided has been based on the understanding that the contract will be carried out as one continuous project, devoid of delay and with the provision of equipment and services by others as and when needed. Hold over time, waiting time, industrial disputes, inclement weather or any other time spent because of delays/prolongation caused by others will be charged at the applicable NECA standard or agreed contract hourly rates. iMalekky also reserves the right to claim for additional costs where the client requests acceleration of the works to meet revised programming.

2.18 Site Conditions This quotation is valid only if the site equipment/plant is in the same condition as stated when this quotation was prepared. Any additional costs incurred due to changes or further damaging of equipment by others will be deemed to be a variation to the contract.

2.19 Delivery Delivery periods quoted are subject to change and as such should be treated as estimates only. We will Endeavour to meet delivery dates but do not accept and liability for failure to complete the contract within any specified delivery period unless specifically stated otherwise in our quotation.

2.20 Performance and Performance Data Performance data provided by us is based on our experience and from up to date regularly calibrated test equipment. Please be aware we can accept no liability if performance parameters are changed by the customer at the site after final testing and verification.

2.21 Normal Working hours

Pricing: All written and verbally communicated prices are based on a standard 8 hour day, working hours 7.30am to 4.00pm Monday to Friday. All work performed outside normal standard working hours may incur additional costs at penalty or overtime rates at iMalekky's sole discretion.

2.22 Australian Standard AS2987 For any matters not specifically addressed in your enquiry or this quotation, our offer is based on AS2987 "General conditions of contract for the supply of equipment with or without installation"

2.23 Inspection and Transportation Upon completion of work, where applicable, the purchaser will be notified and invited to witness operational and electrical performance test prior to dispatch. We will make every effort to pack and seal customer's items to minimise vibration and the ingress of dust during transportation to site.

2.24 Warranty We warrant our workmanship for a period of 12 months from date of delivery. Our warranty is limited to making good or replacement of those parts of our supply, if found to be incorrectly connected or fitted. Where parts or goods are defective which have been supplied to us by others, these are subject to that manufacturer or suppliers warranty.

2.25 Precedence In the event of conflict between these conditions and those which may be included in, or implied by any document forming part of an enquiry, specification, quotation, order or contract, than these conditions prevail except in as far as they are expressly varied by us in writing or by law.

2.26 Information and Drawings All descriptive specifications, illustrations, drawings, dimensions etc, furnished by us are approximate only and are intended to be by way of general description of the goods or service and do not necessarily form part of the contract unless specifically identified as such by us in writing.

2.27 Insurance iMalekky maintains adequate insurance that protects their property, in addition to the interests of Third Parties resulting from the negligence of iMalekky. The existing insurance program in force iMalekky will not accept cross liability, waiver of subrogation, agreement for hold harmless, insurer approval, indemnities arising from any cause, rectification, frustration, consequential losses, nothing of Joint/Co-insured's or permit agreement for insurers to notify insured parties direct. It will be purely at iMalekky's, discretion whether it assumes the responsibility based on commercial/business practice.

2.28 Non-solicitation The customer/client agrees not to solicit or entice away from iMalekky (or attempt to do so) any employee, consultant or customer of iMalekky or engage any of iMalekky employees in any other capacity without prior notice and permission of iMalekky.

2.29 Subcontracting Services to Principal Contractors Where a principal contractor has subcontracted iMalekky to conduct electrical work and/or solar installations for their clients/customers, iMalekky act as a representative only for that principal contractor. In this event the principal contractor is responsible for advising their client/customer of these terms and conditions and these pre-determined terms and conditions will form a part of the agreement between the principal contractor and iMalekky, and by association, between the principal contractors client/customer and iMalekky.

2.30 Breach of Contract

iMalekky shall not be liable or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of the specified Works if the delay or failure was due to any cause beyond iMalekky control. Including but not limited to an act of god, government act, fire explosion, accident, discovery of hazardous material, civil commotion or industrial dispute.

2.31 Electrical Safety Please note that if during the course of installation when works are been conducted within and around switchboards that if the same is found defective or deemed to be unsafe by the Licensed A. Grade electrician you will immediately be notified. The power if isolated will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to state regulations. All costs associated with the rectification works including materials and labour shall be to the customer's account. All works shall be notified to the chief electrical inspector as required.

2.32 Break-up of Prices The Break- up of prices quoted are submitted for the purpose of a guide only. Should any of the quoted figures be deleted from the contract, we reserve the right to revise the amount quoted/tendered.

2.33 Contract Conditions We advise that prior to acceptance of an order for works, the conditions of this contract will be mutually agreed with our company.

2.34 Construction Industry Payments Act 2004 All payment claims are made in accordance with the provisions of the "Building and Construction Industry Payments Act 2004"

3.0 Definitions

3.1 iMalekky

Shall mean iMalekky its successors and assigns or any person acting on behalf of and with the authority of iMalekky.

3.2 "Client"

Shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by iMalekky to the Client.

3.3 "Guarantor"

Means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.

3.4 "Goods"

Shall mean Goods supplied by iMalekky to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and areas described on the invoices, quotation, work authorisation or any other forms as provided by iMalekky to the Client.

3.5 "Services"

Shall mean all Services supplied by iMalekky to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

3.6 "Price"

Shall mean the price payable for the Goods or Services as agreed between iMalekky and the Client in accordance with clause 1.2 and 1.3 of this contract.

4.0 PRIVACY STATEMENT: All "personal information" (as defined in the Privacy Act 1988 (Cth) supplied by the Customer (including any Credit Information) will be used by iMalekky for the purpose of processing this Credit Application and, subject to approval of the Application, will be used to administer the Trading Account ("primary purpose"). Personal information will not be disclosed to third parties unless this is consistent with the primary purpose or the disclosure is required or authorised by law. For the purpose of enforcing its rights under this Agreement, iMalekky may at times be required to disclose personal information to third parties such as debt collection agencies and legal service providers.