

Green Energy Systems (GES) Pty Ltd T/As SkylightsWA and Perth Daylighting

Standard Terms and Conditions of Sale

The Parties to this Proposal are;

The Client The Purchaser of the Goods, Consumer, Licensee, Builder or Roofing Contractor

The Supplier Green Energy Systems (GES™) Pty Ltd – T/A SkylightsWA & Perth Daylighting

1. This Proposal is valid for 60 days from the date noted on the Proposal.
2. For Consumer and non-account Clients, full payment is due on the day of the installation once works are complete.
3. The Client may be required to pay a deposit for The Goods at the Sole Discretion of The Supplier, as noted in the Proposal.
4. Supply Only transactions require full payment before collection/dispatch from The Suppliers warehouse.
5. Credit Terms are offered to approved purchasers at the Sole Discretion of The Supplier. The Suppliers payment Terms are strictly 7 days from month end for Credit Account holders, unless otherwise noted.
6. Progress payments for Project Installations will be submitted for work completed to date at each month end to The Client for prompt settlement.
7. The Supplier provides 12 months warranty from the date of installation, on workmanship where The Supplier carries out the installation.
8. The Supplier executes manufacturer's warranty on all system components excluding site attendance costs.
9. The Client will provide The Supplier clear working access for normal working hours on normal working days – Monday to Friday 7am until 5pm at all times.
10. For a Commercial Client, The Supplier will observe the requirements of The Clients Construction / Installation Schedule weather permitting – The Supplier will advise any weather delays, or other trades delays by verbal communication and confirmed with written communication via email.
11. For a Consumer Client, or a Residential Builder Client, If the installation is delayed by a weather event, and requires rescheduling, The Supplier will advise 'next available' time to The Client for the installation – this may not be the next day.
12. If The Supplier is unable to complete a scheduled installation due to the non-attendance of The Client to site, a call out fee of \$129.00 Inc. GST will apply without exception.
13. The Client will provide a safe workplace and site conditions for The Suppliers staff to work safely. The Supplier will maintain a clean and free from debris workplace at the end of each day.
14. The Proposal is based on safe working access of the roof – if at any time, safe access is not possible, work will not be commenced or continued until the identified hazard has been removed by The Client if required.
15. The Supplier will not cut asbestos roofing or ceiling sheets without exception. In the event asbestos is discovered within the site during the works, the works will be ceased immediately until all asbestos has been removed by a licenced operator. Certification of removal from the licenced operator is required to be sighted by The Supplier before a return to site can be booked. A site visit fee of \$75.00 inc GST will be incurred at the time of asbestos detection and will be payable by The Client immediately.
16. The Client will provide **14 working days minimum lead time** for purchase orders before inventory will be available Ex Balcatta warehouse, and work commencement will be confirmed by The Suppliers Scheduler.
17. This Proposal excludes any electrical works, unless specifically noted.
18. When a client sources their own electrical contractor to connect any proprietary accessory resulting in any inoperable outcome, a call out fee of \$129.00 Inc. GST will apply for The Supplier to attend site to investigate.
19. This Proposal excludes any roof plumbing/plumbing works, including dry pan/tray flashings unless specifically noted.
20. This Proposal excludes any scaffolding unless specifically noted.
21. This Proposal excludes any crange, dogman or traffic control unless specifically noted.
22. This Proposal excludes any structural design, architectural detailing, or Shire Certification works if required.
23. This Proposal excludes any proprietary bush fire components unless specifically noted.
24. This Proposal excludes proprietary high wind area - cyclone fixing kits unless specifically noted.
25. This Proposal excludes any proprietary accessories such as daylight dimmers; add on vent kits or light kits, bulbs, blinds, winders etc. unless specifically noted.
26. This Proposal excludes multiple site visits for a single install. Where roof works are carried out and ceilings are not installed, a second site visit will be required resulting in a fee of \$85.00 Inc. GST.
27. All products and systems detailed within this Proposal are compliant to the relevant Australian Standard for the Product concerned unless otherwise noted.
28. All care will be taken to carefully protect all adjacent surfaces to the work plane/area, however if damage occurs during the installation without being able to allocate with certainty responsibility to a particular Party, no responsibility is taken by The Supplier for the damages.
29. Where Solar Pool Heating pipes are installed on the roof and traverse the works location and require minor adjustment in order to carry out the works, The Supplier bears no responsibility or any costs if leaks occur as a result of these adjustments Without Exception. All care will always be taken to prevent any damage to adjacent surfaces/systems
30. The Supplier has prepared this Proposal based on information provided by The Clients drawings, details, and verbal conversations on site and in written form. The Supplier takes no responsibility for any errors or omissions as a result of this information, as provided.
31. Goods remain the property of The Supplier Green Energy Systems (GES) Pty Ltd and its subsidiaries until paid for in full, and can be, and may be recovered from The Client including the site, under the provisions of the Personal Properties Security Act 2009 (PPSR) in the event Payment Terms are not adhered to. Goods may be registered on the PPSR at the Sole discretion of The Supplier, and subsequently de-registered upon full payment being received from The Client.
32. In the event monies remain outstanding from The Client, The Supplier will pursue all legal means to recover any unpaid monies from The Client, including securing The Clients assets against the value of monies owed, and including recovering the full sum of any legal costs incurred to recover those monies.
33. In the event goods are returned to The Supplier for restocking, they must be in saleable condition, including unsoiled packaging, and without product damage. At the sole discretion of The Supplier, the goods may be accepted for restocking, and will attract a minimum 15% surcharge on the sale price of the goods, plus any required return freight or collection from the Client.

Note: Receipt of a Purchase Order, Works Sub-Contract or confirmation email will form Legal Agreement between The Supplier and The Client based upon the Terms and Conditions noted Herewith.