

SAMARK NORTH QLD PTY LTD

Trading as:

SAMARK ELECTRICAL
DIG SAFE NQ (VACUUM EXCAVATION)
PIN POINT (UNDERGROUND UTILITY LOCATING)

P: 07 4054 6511
E: info@samark.com.au
O: 16 Ponzo Street, Woree Q 4868

ABN 99 082 958 487

Electrical Contractor License: 37121
Refrigerant Trading Auth: AU 25303
Registered Cabler License: B21470QLD

F: 07 4054 1362
WEB: www.samark.com.au
P: PO Box 12295 Cairns DC QLD 4870

TERMS & CONDITIONS

1. Quotes Valid for 90 days from the quote date and all work to be carried out Monday to Friday 7am to 5pm excluding public holidays unless otherwise agreed.
2. Every Quotation is prepared as an estimate only and is subject to withdrawal, correction or alteration at any time prior to Samark NQ Pty Ltd's written acceptance of the Purchaser's official order.
3. Except to the extent provided herein, Samark NQ Pty Ltd shall have no liability (including in negligence) to any person or company for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person or company caused by or resulting directly or indirectly from any deficiency in service/product the subject of this agreement.
4. Whilst every endeavor will be made to effect delivery by the date(s) given, Samark NQ Pty Ltd shall not be liable to penalties or damages (either direct or indirect) for failure to deliver within the time stated.
5. Unless expressly stated to the contrary, the Purchaser assumes all liability that the service/product the subject of this quote/agreement meets their requirements.
6. Payment shall be done on invoice due date, Via EFT to BANK BSB 064-000; Account No 11796174, credit card or cheque (with prior approval from Samark NQ Pty Ltd). Each invoice shall include the value of service/product carried out by Samark NQ Pty Ltd in the performance of the agreement, and shall be rendered monthly. Failure by the Purchaser to pay an invoice by the due date shall be sufficient cause for Samark NQ Pty Ltd not to provide further services/product. Should the Purchaser fail to remedy any default in payment within 7 days of the date by which payment was due, the Purchaser shall be in substantial breach of the agreement whereupon the full value of the agreement shall become due and payable. The purchaser shall pay Samark NQ Pty Ltd interest on all monies outstanding after the due date until all outstanding monies, including interest, are paid. Interest shall accrue daily, calculated as compound interest at an annual rate of 20% p.a.
7. The Purchaser shall have no claim against Samark NQ Pty Ltd unless and until established in a court of competent jurisdiction, or unless expressly agreed upon by a Director of Samark NQ Pty Ltd.
8. The Purchaser may vary the service/product under this quotation/agreement, but no variation shall have effect until the value and terms of the variation are expressly agreed upon, in writing, by Samark NQ Pty Ltd.
9. The Purchaser shall be solely responsible for the provision, in a timely manner, of all information necessary for the service/product to be prepared and/or delivered.
10. Goods and Services Tax (GST) is not included in prices quoted, unless so stated, but will be charged to buyer's account when applicable.
11. Notwithstanding any other provision of the agreement, Samark NQ Pty Ltd shall not be liable to the Purchaser for any consequential damages/losses that may be suffered by Purchaser and/or others arising or resulting from any breach by any provision of this agreement.
12. To the full extent permitted by law, but subject always to the terms of this agreement, all conditions, warranties and representations not expressly contained herein are hereby expressly negated and excluded.

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13. Except as otherwise may be expressly provided in the agreement, none of the terms and conditions, requirements and obligations of this agreement will be varied, waived, discharged or released at law or in equity except with the prior consent in of Samark NQ Pty Ltd in each instance.
14. These Conditions of Quotation and Sale shall take precedence over all other terms unless expressly agreed upon, in writing, by Samark NQ Pty Ltd at the time of confirmation of acceptance of the Purchaser's Order.
15. This agreement shall be governed by and constructed in accordance with the laws in force in the State of Queensland.
16. Intellectual Property Clause: The technical and commercial information contained in this quote is Confidential. No part of this quote is to be reused in any way or forwarded to any other party without the expressed permission of Samark North Queensland Pty Ltd.
17. Reasonable Digging Clause: If during excavation we encounter rock/concrete or unreasonable excavation conditions preventing us from completing work quoted at the price negotiated this reasonable digging clause will come in to effect. The rock/concrete will be removed or drilled into accordingly in order to complete the quoted work task. This cost will then be added to the job as a variation to the original price and the sum total will be the price as agreed.