

Terms and Conditions for Provisions of Services and Goods (“Terms”)

Interpretation

In these Terms:

“Agreement” means the agreement arising between the Supplier and the Customer upon the Customer's acceptance of these Terms.

“Supplier” means SAFRA Pty Ltd ACN 637 281 871 trading as Blu Frog Plumbing & Gas and any person acting on behalf of and with the authority of Blu Frog Plumbing & Gas.

“Customer” is the person or business entity name on the quote provided by Blu Frog Plumbing & Gas and any person acting on behalf of the Customer.

“Goods” means plumbing products and associated components and more particularly as described on Blu Frog Plumbing & Gas's quotes, tax invoices and other paperwork supplied to the Customer.

“Quote” means a written quotation provided by Blu Frog Plumbing & Gas to the Customer.

“Services” means plumbing and other services and more particularly, as described on Blu Frog Plumbing & Gas's quotes, tax invoices and other paperwork supplied to the Customer.

“Site” means the place where Blu Frog Plumbing & Gas's works will be carried out.

These terms and conditions constitute a legally binding contract between you, the Customer (the “Customer”) and SAFRA Pty Ltd ACN 637 281 871 trading as Blu Frog Plumbing and Gas (the “Supplier”) and apply to the ordering, purchase, fulfillment and delivery of Goods and the provision of all plumbing and other related Services from the Supplier (“Terms”).

Acceptance

By placing an order for Goods from the Supplier or instructing the Supplier to undertake Services, you the Customer acknowledges that you have read and that you agree to these Terms.

Quotations

The Supplier shall provide the Customer a Quote specifying the work required to be done in order to fulfill the Customer's instructions and an estimate of the Supplier's charge for the performance of such work.

The Supplier's Quote is subject to its inspection of the Site.

Only work identified or described in the quote shall be included in the price. If additional work is required or necessary, additional charges shall be applied subject to the Customer agreeing to pay those charges.

An additional charge shall be made for example;

1. Where additional Goods and Services are required to be supplied or undertaken to complete the Work.
2. If the Customer alters the specifications after the Quote is agreed to.
3. When the Customer fails to provide the Supplier with suitable access to the Site where Goods are to be delivered or Services are to be provided.
4. When the Customer requires the Supplier to deliver Goods or perform work urgently.
5. Where the Customer requires the Goods to be delivered or Service to be carried out outside of normal business hours 0700 to 1600 Monday to Friday.

Should an additional charge be required, the Supplier will endeavor to advise the Customer prior to supplying the additional Goods or Service. The Customer acknowledges and agrees that in some circumstances the Supplier will be unable to advise the Customer of the Additional Charge and therefore the Customer agrees to all urgent and unforeseen Additional Charges.

Any Quote may be altered or withdrawn prior to delivery of Goods or provision of Services to the Customer.

Quotes are valid for 30 days.

Accuracy of the Customers Plans and Measurements

The Supplier shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, the Supplier accepts no responsibility for any loss, damages or costs however resulting from the inaccurate plans, specifications or other information.

Access to Site

The Customer will ensure that the Supplier has uninterrupted access to the site at which the Services will be performed for the duration of the Services. The Supplier shall not be liable for any loss or damage to the site (including without limitation, damage to driveways, pathways or concreted, paved or grassed areas) unless due to the negligence of the Supplier.

The Customer acknowledges and agrees that;

Any building or construction sites on which the Services are performed will comply with all applicable occupational health and safety laws relating to building and construction sites and any other relevant safety standards or legislation; and

The Customer must provide the Supplier with suitable safe access to the site where the Supplier is to deliver Goods and/or perform the Services until such time as the work has been completed and the Supplier has been paid in full.

If the Customer is to provide goods or other Services, then the Customer must have the site ready and goods available at least 24 hours before the time at which the Supplier requires to perform the relevant Services in respect of such other goods or services.

The Supplier is not responsible for the removal of rubbish from or clean up of the site at which the Services are performed.

Payment

Payment is due immediately upon completion unless prior arrangements have been made.

Where progress payments have been agreed upon, The Customer agrees to make progress payments as requested. Failure to do so will cancel all further works until such time progress payments are paid. The Customer agrees to pay the full invoice amount on the completion of works.

Accounts outstanding for more than 30 days shall incur a non-negotiable late fee of 10% with interest accruing monthly at 15% pa until paid in full.

The Customer indemnifies the Supplier for all costs, expenses or losses incurred by the Supplier as a result of the Customer's failure to pay to the Supplier all sums outstanding as owed by the Customer to the Supplier, without limiting the generality of the forgoing, any debt collection and legal costs incurred in enforcing payment.

Deposits

Placing a deposit with the Supplier secures and confirms your job.

Where a deposit has been paid to the Supplier, deposits are non-refundable.

Goods

In relation to Goods supplied as part of the Services:

Title in those Goods will not pass to the Customer until the price is paid in full.

Risk in those Goods will pass to the Customer immediately upon delivery to or collection of those Goods.

Until the Supplier receives the full payment of the Price, the Supplier has the right (without prejudice to any other rights and remedies it may have) to recover, remove and/or resell those Goods free from any claims by the Customer in accordance with this clause; and

The Customer will indemnify the Supplier against any costs, claims, damages or losses suffered by the Supplier or a third party as a result of the Customer's inability to pay the Price for the Goods.

All goods shall remain the property of the Supplier until such time payment is received in full.

Cancellation Policy

The Customer must provide the Supplier with at least 48 hours notice of any cancellation of works. Failure to do so will incur a minimum charge of \$110.00 including GST.

Warranty

A Warranty shall be provided for a period of 12 months (unless otherwise stated) from the invoice date. The Warranty shall only be valid on workmanship in the exact location and scope as carried out by the Supplier. The Customer must provide the original invoice for proof of works.

Any additional site visits required for warranty calls will be charged at \$132.00 inc GST if no fault is evident/found.

All valve and valve type parts as well as any specified items installed by the Supplier must be serviced annually by the Supplier. Failure to do so shall void all warranty. It is the sole responsibility of the Customer to arrange an appointment.

The Customer shall inspect the goods and works on completion and must report any defects to parts or installation works or shortage in quantity within 48 hours in writing to the Supplier. The Customer shall allow the Supplier an opportunity to inspect the alleged damage/defect within 7 working days from the date of the written notification and give the Supplier the opportunity to make good to Australian and reasonable standards within 14 working days.

No warranty shall be provided on blocked sewer, drainage or storm water. Refer to Drains & Sewer below.

Intellectual Property

All information provided by the Supplier and its authorized representatives is confidential.

Where the Supplier has designed or drawn Goods for the Customer, then the copyright in those designs and drawings shall remain vested in the Supplier and shall only be used by the Customer at the Suppliers discretion and with written consent to do so.

Customers Disclaimer

The Customer hereby disclaims any right to rescind or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him/her by any servant or agent of the Supplier, and the Customer acknowledges that he/she buys the services of the Supplier relying solely upon his/her own skill and judgment and that the Supplier shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Customer and shall not be transferrable to any subsequent Customer.

Gas Works

It is the Customers responsibility to have the site(s) gas services tested and any leaks repaired prior to the Supplier commencing works.

Dial Before You Dig

When the Supplier is engaged to undertake underground plumbing work, the Customer shall obtain plans of underground pipes and cables on the Site at least two clear working days before the

Suppliers proposed work on the Site. These plans can be requested from the DBYD (Dial Before You Dig) website at www.1100.com.au or phone 1100.

Should the Customer fail to provide the Supplier with the appropriate plans for the Site as required by this Clause, the Customer will indemnify the Supplier from any claim for costs, expenses or losses from a third party for any damage to third party property, including the asset owner.

Underground Services

The Customer will indemnify the Supplier and keep the Supplier indemnified against any liability, loss, claim or proceedings of any kind – whether arising under statute or common law, arising from services which are buried or unseen being disturbed or damaged. The Supplier will not be liable for any repair work and any repair work required will be paid at the Customer's expense. Such liability, loss, claims or proceedings includes but is not limited to:

- Damage to the property, real or personal
- Death or personal injury
- Consequential or economic loss of any kind

Rock and Filled Ground

Unless specifically included in written quotes and/or estimates, rock excavation, dewatering or supportive work such as pier and beams for filled or made up ground will be charged out as a variation to the original price. Quotation is based on excavation of clean soils only unless otherwise specifically stated in writing.

Existing soils shall be returned to excavated areas where possible and the ground shall be left filled. Landscaping and concrete works are not included in the quotation unless specified to be in writing. All concrete, paving and landscape works including shrub/plant and lawn replacement will be treated as a variation.

Drains & Sewer

The Customer understands that the presence of plant/tree root growth and/or blockages generally indicates damaged pipes. Additionally the Customer agrees that blocked drains, sewer pipes and storm water lines cannot be permanently fixed by simply removing the plant/tree root growth or cleaning the drain. Therefore, no warranty is provided in relation to future blockages regardless of the time-frame re-occurring, whether in the same location or other drainage/sewer lines within the same property.

The Customer acknowledges that Close Circuit Television (CCTV) is a specialist piece of equipment which may or may not be used at the Suppliers sole discretion in an attempt to identify the source of the blocked drain. Should CCTV equipment be used, the Customer acknowledges that additional charges will apply.

Should any Plumbers equipment become lodged or damaged in the Customers drain it will be removed and/or repaired at the Customers expense (includes materials, parts and labour) or

monetary compensation to the total replacement of same or higher quality value will become payable to the Supplier at completion of the works.

Dispute Resolution

If a dispute arises between the parties to this contract, then either party shall send to the other party, a notice of dispute in writing adequately identifying and providing details of the dispute. Within 7 days after the service of a notice of dispute, the parties shall confer at least once to attempt to resolve the dispute.

At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved, either party may by further notice in writing, delivered or sent by certified mail to the other party, refer such dispute to arbitration.

Any arbitration shall be referred to The Department of Mines, Industry Regulation and Safety.

Compliance with Laws

The Customer and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of Government, local and other public authorities that may be applicable to the works.

The Customer shall obtain (at the expense of the Customer), all licenses and approvals that may be required for the works, i.e. Councils or other governing agents.

The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

General

The Customer warrants that it has the power to enter into the Agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that the Agreement creates binding and valid legal obligations upon it.

The Agreement binds the Customer both personally and as trustee of any trusts for which it is a trustee.

The Agreement is enforceable against the Customer (if more than one person) jointly and severally.

The Agreement is governed by the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia in connection with the Agreement.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

The Supplier does not accept any responsibility for damage to property during works being carried out or by any subsequent plumbing failure arising from the scope of works conducted by the Supplier.

The Supplier shall not be held liable for any such delays for work not being completed due to weather conditions, shortage of labour, machinery or materials outside the direct control of the Supplier.

In the event of any breach of this contract by the Supplier, the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Supplier exceed the price of the goods.

The Supplier reserves the right to review and make changes to these terms and conditions at any time.