

Terms and Conditions of Trade

Our proposal and job estimates are based on a rational and well-managed design and construction process, where all parties communicate and co-ordinate activities and our workflow is not disrupted by events beyond our control. Working hours are 8:00am to 5pm Monday to Thursday and 8:00am to 1.00pm Friday excluding Public and Summer Holidays.

Services to Be Provided

Viscon Systems will provide the services described in the accompanying proposal and/or job estimate. In providing those services, we will exercise the degree of skill, care and diligence normally exercised by technical specialists in similar circumstances. Any dispute will be first be the subject of Mediation.

Information

The Client will provide job briefing and documentation necessary concerning the Client's job requirements and we will have relied upon such information as has been provided up to the date of the accompanying proposal fee and/or job estimate. We will rely on information subsequently for the purposes of the job.

Contract Conditions

An agreement to our proposal must be fully expressed and in no sense dependent on the provisions of a head contract.

Design Responsibility

Responsibility for the design of the mechanical services will remain vested in the engineer of the job specifications and drawings.

Project Program

Our proposal fee is conditional upon the mutual agreement of a comprehensive coordinated program for our works. The program must state agreed start and completion dates and progressive timescales for receipt of information, approvals, deliveries, installation, commissioning and demonstration.

Commissioning

This will be undertaken during a timescale to be agreed and written into the construction program. We will commission equipment within the direct scope of our works in accordance with good commissioning practise. Should the agreed timescale cease to be accommodated within the contract period for reasons beyond our control, our work will be completed there-after. We will be exempt from any liability for damages for delay including but not limited to liquidated and ascertained damages.

Maintenance

This will be undertaken with due skill and care for each item of equipment, at the maintenance intervals, as nominated in the Service Plan. Maintenance will generally be in accordance with manufacturers' recommendations and good engineering practice.

Product Returns

We do not inventory product for stock, nor do our suppliers manufacture any standard product.

Product may not be returned without explicit permission of Viscon as evidenced by our authorization in the issuance of a return material authorisation (RMA) number and shipping instructions to the Client. Authorised returns for credit will be subject to discounts and physical inspection when received.

Insurance

The terms and values of our insurances are available upon request.

Fee

Our proposal and estimate is valid for 30 days from date of accompanying letter and/or job estimate. All site-related allowances are excluded. All prices exclude G.S.T. and acceptance of our proposal will be deemed an agreement to pay to us all G.S.T properly chargeable and due.

Payment

The payment provisions will be in accordance with the Building and Construction Industry Security of Payment Act 1999 NSW (as amended in 2013). Payment terms will be 14 days net for services. A prepayment of 20% of fee is to be advanced, prior to works commencing. Payment for custom built product is 50% upfront and 50% on delivery.

Your Obligations

You must provide us with such co-operation and support as we may reasonably request to perform the Services, including by:

1. Responding promptly to our communications in relation to the Services; and
2. Providing accurate and prompt responses to our requests for any information or documentation reasonably required by us to perform the Services.

Except to the extent that we expressly agree to do so as part of a Service, you must conduct backups of any of your data (whether hosted on our computer systems or provided to us in connection with the performance of the Services) at such intervals as are reasonable having regard to the nature of the data.

Liability

We shall use reasonable endeavours to supply the product and services in accordance with your Contract. We shall not be liable for any delay or failure to perform our obligations under this Contract if such delay or failure by the end supplier of the product and service or as a result of a change to the conditions of supply by that supplier.

The liability of Viscon Systems in respect of the services whether arising before, during or after the job, and on any basis, will be limited to:

- I. i) the supplying of the services again;
- II. or the payment of having the services supplied again.

In respect to products, any one or more of the following:

- I. the replacement of the products or the supply of equivalent products;
- II. the repair of the products;
- III. the payment of the cost of replacing the products or of acquiring equivalent products.

After the expiration of one (1) year from the date of invoice in respect of the final amount claimed, we will be discharged from a liability in respect of the Services whether under the law of contract, tort or otherwise.

Suspend or Terminate

We may suspend or terminate their obligations under this Agreement in the event of the following:

Monies payable to us being outstanding for more than 30 days; Other breach by the Client of their obligations hereunder, which breach has not been remedied within 30 days of written notice from us requiring the breach to be remedied, or Upon giving the Client 60 days written notice of their intention to do so.

Assign, Transfer or Sublet

If we consider it appropriate to do so, we may with the Client's prior approval, which shall not be unreasonably withheld, engage another specialist to assist us.

Neither party may assign, transfer or sublet any obligation under this Agreement without the written consent of the other. Unless stated in writing to the contrary, transfer or subletting shall release the assign or from any obligation under this Agreement.

The contract is to be interpreted in accordance with the laws of the State of Queensland.

**Vista Controls Pty Ltd trading as Viscon Systems
ABN: 49 101 534 641 ANZSIC Code: 69230**

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