



CONTRACTOR'S TERMS AND CONDITIONS

1 Purpose

The Contractor and customer agree that the following terms and conditions will apply to the services to be performed by the Contractor under this Agreement.

2. Definitions

"Contractor" means the contractor who provides the services as detailed on the quotation and/or tax invoice.

"Customer" means the person or entity for whom the contractor has performed the services detailed on the quotation or tax invoice prepared by the contractor

"Services" means all works and/or services specified in the quotation or tax invoices and any additional works and/or services necessary for the performance of the contract and includes all variations agreed between the parties.

3. Severance

3.1 If any provision or part of any provision is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

4. Waiver

4.1 Neither party may rely on the words or conduct of the other party as a waiver of any right unless that waiver is in writing and signed by the party granting the waiver.

5. Payment

5.1 In consideration for the Contractor providing the Services to the Customer, the Customer will make the payment to the Contractor in accordance with the provisions of this clause.

Payments will be paid to the Contractor within 14 days of the receipt of a GST-compliant invoice to the Customer. The Customer must pay for the work undertaken prior to the collection of the Goods or as otherwise may be agreed in writing between the Customer and Contractor.

6. Assignment

6.1 The Customer may not assign its rights and obligations under this Agreement to any other party, without the consent of the Contractor.

7. Variation

7.1 The terms of the Agreement may not be varied otherwise than in writing signed by the Contractor and the Customer.

8. Liability

8.1 At all times and in all circumstances and for all purposes the Contractor will be under no liability whatsoever for any Loss including any delay, misdelivery or damage to the Customer's Goods occasioned during the performance of services and/or Storage arising from any reason.

8.2 The defences and exclusions of liability provided for in this Agreement will apply in any action against the Contractor for Loss or damage to the Customer's goods whether the action is founded in contract or in tort or otherwise.

8.3 In all cases where liability has not been excluded or limited by this agreement or by any mandatory applicable statute or convention of law including the Competition and Consumer Act, the liability of the Contractor is limited to the lesser of:

(a) in the case of Goods, any one or more of the following:

- I. the replacement of the Goods or the supply of equivalent Goods;
- II. the repair of the Goods;
- III. the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- IV. the payment of the cost of having the Goods repaired.

(b) in the case of the services:

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

8.4 Save as otherwise provided herein, the Contractor shall in no circumstances whatsoever or howsoever arising be liable for direct or indirect or consequential Loss or damage of any kind. The defences and limits provided for in this Agreement shall apply in any action against the Contractor for Loss or damage or delay whether the action be founded in contract, tort, or otherwise.



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9. Insurance

9.1 The Customer acknowledges that the Contractor will not effect any insurance of the Customer's Goods or property for the benefit of the Customer or otherwise.

10. Indemnity

10.1 The Customer agrees to indemnify and keep indemnified the Contractor, its servants and agents and each of them from and against all actions, costs, claims, damages or charges and expenses whatsoever which may be made or brought or claimed against them or any of them arising out of or in relation to the contract and the undertaking of the services.

11 Lien

11.1 In addition to any other remedy or right the Contractor may have the Customer acknowledges that the Contractor has the right to a lien (under general law and/or equity or pursuant to statute) over all property of the Customer in the control or in the possession of the Contractor to secure payment of any or all amounts outstanding.

12. Customer Supplied Parts

12.1 The Customer may request that the Contractor use any Customer supplies parts in any work. It is agreed:

- a. The Contractor does not offer any warranty for using Customer supplied parts in any work;
- b The Contractor will rely upon the information and detailed provided by the Customer in respect of the Customer supplied parts in its decision whether those parts are suitable to be installed or used in any work.

13. Property Risk

13.1 The goods are at the risk (including for loss, damage or deterioration) of the Customer from the time of delivery of the Goods. For these purposes, a carrier who transports the Goods shall be deemed to be the agent of the Customer.