



Perth Marine Electrical Term and Conditions of Trading

1 Definitions

'Agreement' means this document.

'Customer' means the person, firm, association or company who requests PME to perform marine electrical repairs, modifications and installations.

'Instruction' means the customers written instruction to board the vessel and proceed with work.

'PME' means Perth Marine Electrical and its employees or subcontractors.

'Mercantile Agency' means debt collection agency.

'NC' means Caverhill PTY LTD T/as National Collections and is PME debt collection agency.

'Parts' means cables, wire, parts and equipment install on the customers vessel.

'Privacy Act'

'Vessel' means the recreational and commercial boat or watercraft described on any quotation, invoice or other document issued by PME to the Customer,

it includes marine electrical controls, equipment and accessories fitted to the Vessel.

'Scope of Works' (SOW) means all works carried out by PME at the request of the Customer or his agent, including without limitation:

- All repairs, breakdowns and maintenance or improvements
- Supply of all machinery, Parts, materials, equipment and labour

'Works' means the work to be performed on the Customers boat.

2 Scope of Works and Authorisation

The Customer warrants that he or she is the owner of the Vessel or the Vessel owner's agent and that he or she has the authority to request that PME perform the Works according to the Scope. The Customer shall provide written instruction to proceed with Work and quoted Work. The Customer acknowledges that quotes for Works are valid for the period stated on the quote.

3 Customer Acceptance of Quotes

On the Customers acceptance of a PME quote, the Customer must give PME written approval to proceed. At PME's discretion PME may request a 50% deposit of the total cost before Works can commence.

4 Schedule of Rates

PME has the following rate for all Works performed - \$120 per hour. A minimum charge out of one hour applies to all work. Travel charges may apply, but is at the discretion of PME's management.

5 Payment

PME's Bank Details are Westpac Group, BSB - 036 233, Account No - 358454

All accounts unless otherwise agreed in writing shall be paid upon receipt of goods and/or completion of the Works related to the SOW or services rendered by PME for the customer. If works is greater than thirty days PME reserves the right to issue a monthly invoice for Works completed.

Postponement of payment - PME may agrees in writing to postponement of payment of any monies owing to PME by the Customer, interest shall be payable by the Customer on the highest debt balance of each calander month on monies owing by the Customer to PME, calculated daily from the date monies are due at a rate of 14% per annum. All risks in any goods ordered by PME for the Customer shall be deemed passed to the Customer from the time the goods are loaded or delivered to PME by a courier or carrier consigned to PME.

The customer hereby acknowledges that the goods supplied by PME shall remain the property of PME until PME recieves full payment for the Parts and Works.

PME reserves the right to place a caveat or encumerance on a vessel for non-payment. Disputes and/or claims do not constitute grounds for non-payment.

6 Mercantile Agency.

PME reserves the right to use the services of a Mercantile Agency. The Customer agrees that the law of Western Australia shall apply to this Agreement and their dealings with PME. The Customer hereby charges all land/vessels owned by the Customer or in the future acquired by the Customer to secure payments of all monies which are or may be owing under this Agreement and consents to an absolute caveat or encumbrance being registered by PME at any time in respect of such land/vessel to protect its charge.

Any legal costs or other expenses whatsoever, including Mercantile Agency fees incurred by PME in repect to recovering the debt for the Work done shall be paid by the Customer.

7 Time Bar and Warrenty

PME warrents its workmanship for a period of six months. Manufactures parts warrenty applies to all installed parts. PME will not in any circumstances be liable for any claim or loss, damage or injury, including any economic or consequential loss arising out of or in any way connected with the performance of the SOW whether involving negligence of PME or otherwise, unless such claim is made in writing within six (6) months of the earliest of the following occurring:

- Works being completed; or
- The Vessel leaves care or control of PME.

For and on behalf of Perth Marine Electrical