



Terms and Conditions for the Provision of Goods and Services

Definitions

1.1. "En3rgy Solutions" refers to the Company, registered under ABN 50 008 125 451, located at 49 Port Road, Thebarton 5031, herein referred to as "the Company".

1.2. "Customer" denotes the party receiving Services from En3rgy Solutions as specified in the Authorization.

1.3. "Authorization" signifies the acceptance of the Quote and placement of an Order by the Customer.

1.4. "Goods" encompasses products essential for the completion of Services, to be supplied by the Customer.

1.5. "Services" entail the services and Goods to be provided by the Company to the Customer as detailed in the Authorization.

1.6. "Website" pertains to the official website of the Company.

1.7. "PPSA" refers to the Personal Property Securities Act 2009 (Cth).

2. Applicability & Interpretation

2.1. These terms and conditions govern all agreements for the provision of Goods and Services by En3rgy Solutions ("Seller") and supersede any contrary terms and conditions of the Customer.

2.2. En3rgy Solutions reserves the right to amend these Terms and Conditions at its discretion. The Customer will be bound by any amended, revised, or updated Terms and Conditions notified by En3rgy Solutions.

2.3. In these Terms and Conditions:

"Customer" refers to the person placing an Order for Goods or Services from En3rgy Solutions.

"Goods" refers to products supplied by En3rgy Solutions, including any Services provided.

"Services" encompasses all services supplied by En3rgy Solutions to the Customer.

"Order" signifies any order for the purchase of Goods or the supply of Services placed by the Customer.

"Price" denotes the agreed cost of Goods and Services between En3rgy Solutions and the Customer.

Other terms and references shall have meanings as defined herein.

3. Interpretation

3.1. These Terms govern all Services provided by En3rgy Solutions, prevailing over any conflicting terms proposed by the Customer, unless explicitly waived in writing by the Company.

3.2. These Terms, along with the Authorization, constitute the comprehensive Agreement between the Company and the Customer.

3.3. The Customer must promptly furnish all requisite information to enable the Company to fulfill its obligations under these Terms.

4. Formation of Agreement

4.1. The Agreement is established as follows:

4.1.1. The Customer submits a Request for Services.

4.1.2. The Company issues an Authorization.

4.1.3. The Agreement becomes binding upon the Customer's written acceptance of the Authorization.

5. Acceptance

5.1. Acceptance of the Quote by the Customer constitutes irrevocable acceptance of these Terms and Conditions.

5.2. No contractual obligation arises until En3rgy Solutions has accepted the Customer's Order.

6. Authorization

6.1. The Customer must furnish adequate information with the Request for Services to facilitate the Company in issuing an accurate Authorization and Quotation Price.

6.2. The Company holds no liability for any loss or damage arising from inaccurate or insufficient information provided by the Customer, except in cases of the Company's negligence.

7. Changes to Request for Services or Authorization

7.1. Should the Customer seek changes to a Request for Services or details in an Authorization, the Company will issue a variation document delineating the amended Services, Quotation Price, and any potential delays ("Variation Terms").

7.2. The Customer must signify acceptance of the Variation Terms in writing before the Company proceeds with the amended Services.

8. Price and Payment

8.1. Quotations within an Authorization expire 30 days post-issuance.

8.2. The Company reserves the right to adjust the Quotation Price before delivering the Services due to changes in costs beyond its control, provided the Customer is notified in writing. The Customer retains the option to terminate the Agreement if they decline the price change.

8.3. Prices are delineated on invoices provided by the Company for the goods and/or services rendered.

8.4. Payment for all variations must be settled in full upon completion.

8.5. Time for payment is of the essence and will be stipulated on the invoice, quotation, or other order forms. In the absence of a specified time, payment becomes due upon delivery of goods or completion of services.

8.6. Payments can be effectuated via cash, cheque, direct credit, or credit card (a surcharge of 2% may apply for credit card payments).

9. Non-Payment

9.1. Should any payable amount remain overdue, the Company reserves the right to cancel any unfulfilled orders, without prejudice to any other remedies.

9.2. Interest may accrue on overdue amounts at a rate of 10.69% per annum.

9.3. The Company may also dispatch a letter indicating an intention to pursue further action for unpaid accounts.

10. Warranty of Goods

10.1. For goods not manufactured by the Company, the warranty aligns with that provided by the manufacturer. The Company's liability extends only to the manufacturer's warranty conditions.

11. Force Majeure

11.1. The Company bears no liability for delays or failure to perform obligations resulting from events beyond its control.

12. Promotions

12.1. Promotional offers are not combinable with other specials or advertised promotions. Acceptance of a promotional offer renounces entitlement to additional discounts from other offers.

13. Delivery of Goods and Services

13.1. Goods are dispatched to the Customer's designated address. The Customer is responsible for making necessary arrangements for delivery acceptance.

13.2. The Company reserves the right to deliver goods in instalments according to the agreed schedule.

13.3. Delivery to a third party nominated by the Customer constitutes delivery to the Customer.

13.4. The Company holds no liability for any loss or damage arising from failure to deliver promptly or at all.

14. Intellectual Property

14.1. The Company retains all intellectual property rights in designs, drawings, and related materials. These materials may not be utilized or disclosed without the Company's explicit consent.

14.2. Intellectual property rights in any job/quote, including design, text, graphics, logos, and format, are vested in or licensed by the Company and are protected by law.

15. Contract Works

15.1. Prices are predicated on drawings and specifications furnished by the Customer. Any inaccuracies or omissions in these documents may incur additional charges.

15.2. Work will commence solely upon written authorization from the Customer.

16. Rock and Filled Ground

16.1. Quotes do not encompass rock excavation, dewatering, or supportive work unless explicitly stated.

17. Customer Disclaimer

17.1. The Customer disclaims any right to rescind or claim damages for misrepresentation by any agent or servant of the Company, relying solely on their own skill and judgment.

18. PPSA

18.1. The Customer acknowledges the application of the PPSA to the Goods.

18.2. The Company holds a purchase money security interest (PMSI) in the Goods until full payment is received.

18.3. The Company may register the PMSI on the PPSR.

18.4. The Customer must provide all necessary information for registration on the PPSR.

18.5. Any changes to the Customer's details on the PPSR require notification to the Company.

18.6. The Customer bears the registration costs on the PPSR if necessary.

18.7. The Company is not obligated to issue any PPSA notices unless mandated and cannot be excluded.

18.8. PPSA information may not be disclosed by any party unless permitted by the PPSA.

18.9. The Customer appoints the Company as its attorney to execute requisite documents to enforce its PPSA rights.

18.10. The Customer waives rights under sections of the PPSA to the fullest extent permissible by law.

19. Warranty & Liability

19.1. The Company does not exclude any statutory provisions where exclusion would contravene the statute.

19.2. The Company warrants that Goods supplied will be of merchantable quality and fit for purpose.

19.3. The Company's liability for defective Goods or Services is restricted to re-supply or refund.

19.4. If the Customer is a consumer under the Competition and Consumer Act 2010, the Company does not exclude liability for non-excludable conditions.

19.5. The Customer indemnifies the Company against any loss, damage, or costs arising from the Customer's breach of these Terms, laws, or negligence.

19.6. The Company indemnifies the Customer against any claims stemming from the Company's negligence or breach of these Terms.

19.7. These indemnities persist post-termination of the Agreement.

20. Defects

20.1. If the Customer believes the Services are defective, they must notify the Company within seven days of completion, providing reasons. Without such notice, the Services are deemed compliant.

20.2. Upon receipt of a valid notice, the Company may:

- Re-supply the defective Services.
- Provide a refund or credit.

21. Termination

21.1. Either party may terminate the Agreement with 48 hours' written notice.

21.2. Either party may terminate immediately if the other party commits a material breach or becomes insolvent.

21.3. Upon termination, the Company may:

- Retain payments for Services rendered.
- Discharge any further obligations.
- Pursue legal remedies.

22. GST

22.1. If GST is levied on any supply under these Terms, the Customer must remit the GST amount to the Company, contingent upon receipt of a valid tax invoice.

23. Privacy

23.1. The Company respects the Customer's privacy and is committed to safeguarding personal information as per the Privacy Act 1988.

23.2. The Customer's personal information is handled in accordance with the Company's Privacy Policy available on the Website.

23.3. The Privacy Policy delineates the purposes of data collection, ramifications of non-provision, disclosures to third parties, access and rectification rights, overseas disclosures, and grievance redressal mechanisms.

24. Intellectual Property

24.1. All information proffered by the Company is confidential.

24.2. Plans, drawings, specifications, and estimates constitute the Company's proprietary information and must not be disclosed or utilized without written authorization.

24.3. Copyright in materials created for the Customer vests in the Company unless stated otherwise.

25. Notices

25.1. Notices must be in writing and delivered personally, via email, or by post to specified addresses.

26. Severability

26.1. Any clause found to be illegal, void, or unenforceable shall be severed, with the remainder remaining in full force.

27. Waiver

27.1. The failure to enforce any provision does not relinquish rights.

28. Assignment

28.1. The Customer may not assign rights or obligations without the Company's consent.

29. Miscellaneous

29.1. These Terms bind the parties and their successors and assigns.

29.2. Rights and remedies under these Terms are cumulative and supplementary to other legal rights or remedies.

29.3. Promotional offers are not combinable with other offers. Acceptance of a promotional offer precludes additional discounts.

29.4. Prices are predicated on provided drawings and specifications. Inaccuracies or omissions result in additional charges. Work commences solely upon written authorization.

29.5. Quotes exclude rock excavation, dewatering, or supportive work unless explicitly stated.

29.6. The Customer disclaims any right to rescind or claim damages for misrepresentation by any Company agent, relying solely on their skill and judgment.

29.7. These Terms are governed by and construed in accordance with the laws of South Australia. The parties agree to submit to the exclusive jurisdiction of the courts of South Australia.