

A R Butlin Electrical – Terms & Conditions of Trade

1.1	Definitions	against any additional costs incurred with such relocation of electrical wiring. All such	16.2	If the Client owes the Contractor any money the Client shall indemnify the Contractor from																																																																																				
1.2	Contract means the terms and conditions contained herein, together with any quotation,	variances shall be invoiced in accordance with clause 5.2.	and against all costs and disbursements incurred by the Contractor in recovering the debt																																																																																					
1.3	Contractor means ARBE Investments Pty Ltd ATF Butlin Family Trust T/A A R Butlin	1.3	of the Contractor against the Contractor's administrator, liquidator, receiver, assignee or																																																																																					
1.4	Client means the person, entities or any person acting on behalf of and with the	1.4	16.3	Further to any other rights or remedies the Contractor may have under this Contract, if a																																																																																				
1.5	Products means all Products/materials or Services supplied by the Contractor to the	1.5	16.4	Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled																																																																																				
1.6	Confidential Information means information of a confidential nature whether oral, written	1.6	16.5	(a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion																																																																																				
1.7	Cookies means small files which are stored on a user's computer. They are designed to	1.7	16.6	(a) the Client may be unable to make a payment when it falls due;																																																																																				
1.8	Price means the Price payable (plus any GST where applicable) for the Products as	1.8	16.7	(b) the Client has exceeded any applicable credit limit provided by the Contractor;																																																																																				
1.9	GST means the Goods and Services Tax as defined in the New Tax System	1.9	16.8	(c) the Client becomes insolvent, commences a meeting with its creditors or proposes or																																																																																				
2.1	Acceptance	1.10	16.9	(d) a creditor, manager, liquidator (provisional or otherwise) or similar person is appointed																																																																																				
2.2	The Client is taken to have exclusively accepted and is immediately bound, jointly and	1.11	17.1	Cancellation																																																																																				
2.3	severally, by these terms and conditions if the Client places an order for or accepts Delivery	1.12	17.2	Without prejudice to any other remedies the Contractor may have, if at any time the Client																																																																																				
2.4	of the Products.	1.13	17.3	is in breach of any obligation (including those relating to payment) under these terms and																																																																																				
2.5	In the event of any inconsistency between the terms and conditions of this Contract and	1.14	17.4	conditions the Contractor may suspend or terminate the supply of Products to the Client.																																																																																				
2.6	any other prior document or schedule that the parties have entered into, the terms of this	1.15	17.5	The Contractor will not be liable to the Client for any loss or damage the Client suffers																																																																																				
2.7	Contract shall prevail.	1.16	17.6	the Contractor has exercised its rights under this clause.																																																																																				
2.8	Any amendments to the terms and conditions contained in this Contract may only be	1.17	17.7	The Contractor may cancel any contract to which these terms and conditions apply or																																																																																				
2.9	amended in writing by the consent of both parties.	1.18	17.8	cancel Delivery of Products at any time before the Products are delivered by giving written																																																																																				
2.10	The Client acknowledges that the supply of Products on credit shall not take effect until	1.19	17.9	notice in writing to the Contractor. Such notice shall be given to the Client and any																																																																																				
2.11	the Client has completed the order form with the Contractor and it has been approved with	1.20	17.10	money paid by the Client for the Products. The Contractor shall not be liable for any loss or																																																																																				
2.12	a credit limit established for the account.	1.21	17.11	damage whatsoever arising from such cancellation.																																																																																				
2.13	In the event that the supply of Products requested exceeds the Client's credit limit and/or	1.22	17.12	17.13	The Client shall be liable for any and all Products the Client shall be liable for any and																																																																																			
2.14	the account exceeds the payment terms, the Contractor reserves the right to refuse	1.23	17.13	all loss incurred (whether direct or indirect) by the Contractor as a direct result of the																																																																																				
2.15	to supply the Products until such time as the Client has provided the Contractor with	1.24	17.14	cancellation (including but not limited to, any loss of profits).																																																																																				
2.16	proof of payment of the amount due.	1.25	17.15	17.16	17.17	17.18	17.19	17.20	17.21	17.22	17.23	17.24	17.25	17.26	17.27	17.28	17.29	17.30	17.31	17.32	17.33	17.34	17.35	17.36	17.37	17.38	17.39	17.40	17.41	17.42	17.43	17.44	17.45	17.46	17.47	17.48	17.49	17.50	17.51	17.52	17.53	17.54	17.55	17.56	17.57	17.58	17.59	17.60	17.61	17.62	17.63	17.64	17.65	17.66	17.67	17.68	17.69	17.70	17.71	17.72	17.73	17.74	17.75	17.76	17.77	17.78	17.79	17.80	17.81	17.82	17.83	17.84	17.85	17.86	17.87	17.88	17.89	17.90	17.91	17.92	17.93	17.94	17.95	17.96	17.97	17.98	17.99	17.100