

M & R Electrical Wholesaling Pty Ltd – Procurement Terms and Conditions

1. General

(A) In these conditions of sale, unless a contrary intention appears: "Customer" means the person or company to whom M & R Electrical Wholesaling sells goods or is providing a service; "M & R Electrical Wholesaling" means M & R Electrical Wholesaling Pty Ltd, ABN 67 142 306 072. Words implying the singular shall include the plural and vice versa. Words implying one gender shall include any other gender.

(B) Any order placed by the Customer incorporates these terms and conditions. In the event of conflict or inconsistency between these terms and conditions and those which may be included in, or implied by, any document forming part of any of the Customer's inquiry, specification or order, then these terms and conditions shall prevail except insofar as these conditions are expressly varied by M & R Electrical Wholesaling in writing or otherwise by law.

(C) Should there be a variance and/or inconsistency between any one clause of an offer made by M & R Electrical Wholesaling and these terms and conditions, then the conditions of the offer shall apply.

(D) These terms and conditions are to be used in conjunction with M & R Electrical Wholesaling's conditions of sale. These terms and conditions apply only to the procurement services offered by M & R Electrical Wholesaling. Should there be a variance and/or inconsistency between any one clause of M & R Electrical Wholesaling's conditions of sale and these terms and conditions, then the conditions of sale shall apply.

2. Acceptance

(A) M & R Electrical Wholesaling reserves the right to accept or reject this service to any Customer.

(B) Any quotation provided by M & R Electrical Wholesaling is not to be construed as an offer or obligation to sell. M & R Electrical Wholesaling reserves the right to accept or reject any orders received.

3. Performance

(A) M & R Electrical Wholesaling is not liable for any damages or loss incurred as a result of errors, slow response time, partial or inadequate responses or any general poor performance of services rendered.

(B) M & R Electrical Wholesaling is not liable for any damages or loss incurred as a result of errors in orders placed with other suppliers through these services.

(C) M & R Electrical Wholesaling is not liable for any damages or loss incurred as a result of errors incurred by other suppliers through these services.

4. Cancellation or Variation

(A) M & R Electrical Wholesaling may at any time before the Customer pays for the service or pays for a deposit, terminate the contract without payment of compensation or damages.

(B) Any variation or termination of an order or contract by the Customer will bind M & R Electrical Wholesaling only if accepted by M & R Electrical Wholesaling in writing. As a condition of its acceptance M & R Electrical Wholesaling may require the payment by the Customer of damages suffered by M & R Electrical Wholesaling and arising out of such variation or termination.

5. Prices

(C) M & R Electrical Wholesaling is not responsible for quotations or the terms of quotations from other companies.

(D) Any quotation from M & R Electrical Wholesaling is valid for 30 days from the date of the quotation. Thereafter it is subject to written confirmation. Otherwise, all prices are subject to change without notice and all orders are accepted by M & R Electrical Wholesaling on condition that they will be invoiced at the price ruling at the date of dispatch.

6. Faulty Goods and Returns

(A) M & R Electrical Wholesaling does not guarantee that faulty items bought from other suppliers can be returned for a credit, refund or replacement.

7. Delivery

(A) Delivery, unless otherwise stated, is based on the terms of the individual quotations provided from the variety of companies.

(B) M and R Electrical Wholesaling shall not be responsible for the delivery of the items sourced from other companies.

(C) Any delivery time offered is indicative only, and M & R Electrical Wholesaling shall not be liable for any loss or damage whatsoever arising as a consequence or result of any such failure to delivery.

8. Terms of Payment

(A) Unless otherwise stated in the offer all prices are strictly net and payment shall be made in full in advance of delivery of goods. Where the Customer has been granted an account with M & R Electrical Wholesaling and the conditions under which the account was granted have not been breached, then payment in full shall be made by 30 days from date of invoice. Where the conditions under which the account with M & R Electrical Wholesaling was granted have been breached, M & R Electrical Wholesaling reserves the right to demand payment in full in advance of delivery of goods.

(B) Should the Customer default in making any payment due to M & R Electrical Wholesaling in accordance with paragraph (A) of this clause, M & R Electrical Wholesaling shall have the right, in addition to all other rights to which M & R Electrical Wholesaling is entitled at law, to charge interest at the rate of 3% per annum in excess of the interest rate prescribed by the National Australia Bank for overdrafts up to \$100,000 calculated from the date of invoice to the actual date of full and final payment. Any payments by the Customer shall be credited first against any interest so accrued and the balance of payment, if any, shall be applied in reduction of the outstanding balance of the account.

9. M & R Electrical Wholesaling Liability

(A) M & R Electrical Wholesaling is not liable for any errors or incorrect information provided from these services or any damages resulting from these errors.

(B) M & R Electrical Wholesaling is not responsible for customer email services, the upkeep and maintenance of email services or any costs incurred by the email services.

(C) M & R Electrical Wholesaling is not responsible for any loss of data or for any theft of data, including through electronic means such as hacking or any other means.

10. Information and Drawings

(A) All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by M & R Electrical Wholesaling or otherwise contained in catalogues, price lists and other advertising matter of M & R Electrical Wholesaling are approximate only and are intended to be by way of general description of the goods and shall not form part of the contract unless certified by M & R Electrical Wholesaling in writing in which case they shall be subject to recognized tolerances.

11. Other Suppliers

(A) M & R Electrical Wholesaling is not responsible for the actions of any other supplier of equipment. M & R Electrical Wholesaling is not liable for any damages or loss arising as a consequence of any actions from external suppliers.

(B) M & R Electrical Wholesaling is not responsible for any misleading information supplied from another supplier. M & R Electrical Wholesaling is not liable for any damages or loss arising as a consequence of any misleading information from another supplier.

12. Waiver

(A) Failure by M & R Electrical Wholesaling to insist upon on the strict performance of any term or condition herein contained shall not be deemed a waiver of any such term or condition or any other term or condition hereof or of any of the rights of M & R Electrical Wholesaling and shall not be deemed a waiver of any subsequent breach of any term or condition.

13. Partial Invalidity

(A) In the event of one or more clauses of these Terms and Conditions or of any clause included in M & R Electrical Wholesaling's offer being considered legally invalid by a Court of Law, the remainder shall not be affected.

14. Legal Construction

(A) Unless otherwise agreed by M & R Electrical Wholesaling in writing, any contract between M & R Electrical Wholesaling and the Customer shall be governed by the laws for the time being in force in the State of Queensland.