

**Acceptance of these terms are automatic upon commencement or acceptance of works by you the customer:**

**1. Definitions**

- 1.1 "Seller" shall mean Michael Foster (ABN: 91 815 986 085) trading as CALL 2 INSTALL, or any person acting on behalf of and with the authority of CALL 2 INSTALL.
- 1.2 "Customer" shall mean any person(s), business, company or any person acting on their behalf whom engages Call 2 Install for the purchase of Goods and/or Services from Call 2 Install.
- 1.3 "Goods" shall mean materials or any parts purchased or supplied by Call 2 Install to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Customer.
- 1.4 "Services" shall mean all works including consultation, labour, passed on knowledge supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.5 "Price" shall mean the cost of the Goods as agreed between the Customer and the Buyer subject to clause 2 of these terms. Price is provided in the written or verbal quotation and unless otherwise stated, the Seller will be entitled to receive payment in full of the Purchase Price within 30 days of the date of the invoice. The Seller reserves the right to pass on any postage, handling and delivery costs associated with the despatch of Goods. Where no Price is given the Customer has the right to refuse Goods & Services until a Price can be negotiated. Where supply of Goods or Services commences under instruction or direction by the Customer & where no Price has been negotiated the Customer is therefore bound to automatic acceptance per clause 2 of these terms.

**2. ACCEPTANCE OF THE TERMS OF TRADE** - Acceptance of these terms of trade is automatic when either a purchase order is placed by the Customer; quotation accepted by the Customer either written, verbal or Goods or Services have begun or have already been supplied. If you do not agree with these terms of trade, you may return the unopened Goods within 3 business days of receipt of the Goods. Invoices for Services are non-refundable.

**3. ORDERING & BOOKING** – Orders for Goods & Services received will be logged and processed on a priority basis determined by the Seller. Bookings & Orders for Goods & Services cancelled within 24 hours of the expected delivery or commencement date will be susceptible to fees charged at the discretion of the seller. These fees may include, but not limited to: postage & return postage, travel, fuel, lost time, lost labour, accommodation, cancellation of scheduled work, restocking, re-organisation. At the Sellers discretion, invoices for Goods may be progressively billed or bulk billed unless by prior arrangement.

**4. DELIVERY** – Goods manufacture warranty commences & risk will pass to the Customer from the Seller at the time of either; delivering the Goods to the Customer; to Customer's nominated carrier for transportation to them or otherwise upon the Seller delivering the Goods in accordance with Customer directions. Under these circumstances, delivery will be complete and the customer will be deemed to have accepted the Goods notwithstanding that the customer are not physically present at the place or time of delivery and notwithstanding that there has been no receipt obtained for the Goods by the Customer upon delivery. In the event that the Seller is unable to deliver the Goods within the period specified as the delivery date then the Seller may, by giving written notice, terminate this Agreement prior to delivery and neither party will have any right of action or claim for damages as against the other. Therefore any provision to the contrary ownership and title to the Goods will not pass to the Customer and will remain with the Seller until such time as the Goods have been paid for in full.

**5. RETURNS POLICY** - Notify Call 2 Install immediately if there is a problem with your Goods. All claims for shortages, incorrectly sent or defective Goods must be made within 5 working days after initial receipt of Goods. Any return that is an error on the Seller's part will be subject to a full refund or credit when within this time frame. The Customer will not be entitled to a credit for the freight charged on the initial delivery of the Goods. Call 2 Install cannot accept any return for Goods returned more than 21 days after billing, installation or where the returned Goods are incomplete, not in unopened packaging and/or not in original condition. The returns policy given will not apply to any defects or faults of the Goods where it is a direct or indirect result of:

- (i) lack of proper care for the Goods;
- (ii) incorrect or unreasonable use of the Goods;
- (iii) unauthorised alterations or modifications attempted or carried out by the Customer or some other person on the Customer's behalf;

**6. TERMS OF PAYMENT** – Payment is due upon invoicing and expected to be settled in full within 30 days of the invoice date. Alternate payment terms or part payments may be considered or accepted at the Seller's discretion. Invoices in arrears may be subject to compound interest on the outstanding account commencing upon notice to the Customer. Customers deemed to have an unsatisfactory payment record could be placed on hold or on a cash on delivery (COD) basis. Ownership and title to the Goods will not pass to the Customer and will remain with the Seller until such time the Goods have been paid in full. Payment options include cheque, electronics funds transfer and cash. Upon failure to receive payment in full of the issued invoice within 30 days of invoice a representative of Call 2 Install or persons on their behalf may enter premises, seize the goods and sell them to recover the outstanding debt. The Customer shall be liable for all costs, charges, commission fees, court & legal costs incurred to recover any unpaid accounts. This includes any fees relating to bank charges for dishonoured cheques or electronic fund transfer fees incurred.

**I hereby certify that the cabling work supplied complies with the Wiring Rules (AS/ACIF S009:2006 or its replacement) and meets the requirements of the ACMA's TCA1 form.**

..... Michael Foster

**Private Security Installer Licence: 718-686-21S**

**BICSI Registered Cablers Licence No: B16967VIC**