Ian Menzies Plumbing Ltd Pty trading as

Laser Plumbing & Roofing Newcastle Central

Terms of Trade

May 2026

Laser Plumbing and Roofing Newcastle (ABN 51 115 590 666) of 62 Orlando Rd, Lambton NSW 2299 provides services including plumbing, gas and roofing services and installation. These terms of trade, together with any purchase order or accepted quotation, constitute Laser's offer for you as a Customer to enter into an agreement in connection with its providing services to you.

Customers are taken to have accepted and are immediately bound, jointly and severally, by these terms once the Customer places an order accepting a Quote for Goods or Services.

1. Definitions and interpretation

1.1 Definitions

In these Terms of Trade unless the context indicates otherwise, the following words have the following means:

Additional Charge means:

a) fees or charges for additional work performed at the Customer's request or reasonably required as a result of the Customer's conduct, calculated in accordance with Laser Plumbing and Roofing Newcastle's then current prices; and

b) expenses incurred by Laser Plumbing and Roofing Newcastle, at the Customer's request or reasonably required as a result of the Customer's conduct.

Australian Consumer Law or ***ACL*** means the Australian Consumer Law as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Business Day means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Goods are provided.

Customer means the person identified on a Quote or Order as the customer and includes the Customer's agents and permitted assigns.

Goods means any goods supplied by Laser Plumbing and Roofing Newcastle including those supplied in the course of providing Services.

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs.

Loss includes, but is not limited to, costs (including party to party legal costs and Laser Plumbing and Roofing Newcastle's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

Laser Plumbing and Roofing Newcastle means Ian Menzies Plumbing Pty Ltd T/A Laser Plumbing and Roofing Newcastle, Laser Plumbing and Roofing Newcastle Central, Laser Plumbing Newcastle, Laser Plumbing Newcastle Central, its successors and assigns or any person acting on behalf of and with the authority of Laser Plumbing and Roofing Newcastle.

Order means a purchase order for Goods or Services placed by a Customer in response to a Quote, an accepted Quote or a periodic request for Services from a Customer that is accepted by Laser Plumbing and Roofing Newcastle, and as varied in writing from time to time by the parties.

PPS Law means:

a) the Personal Property Securities Act 2009 (Cth) (***PPSA***) and any regulation made at any time under the PPSA (each as amended from time to time); and

b) any amendment made at any time to any other legislation as a consequence of a PPS Law.

Quote means a written description of the Goods or Services to be provided, an estimate of Laser Plumbing and Roofing Newcastle's charges for the performance of the required work and an estimate of the time frame for the performance of the work.

Services means the services to be provided by Laser Plumbing and Roofing Newcastle to the Customer in accordance with a Quote and these terms of trade.

1.2 Interpretations

In these terms of trade, unless the context otherwise requires:

a) a reference to writing includes email and other communication established through Laser Plumbing and Roofing Newcastle's website (if any);

b) the singular includes the plural and vice versa;

c) a reference to a clause or paragraph is a reference to a clause or paragraph of these terms of trade;

d) a reference to a party to these terms of trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;

e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

f) headings are for ease of reference only and do not affect the meaning or interpretation of these terms of trade; and

g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:

(i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and

(ii) in all other cases, must be done on the next Business Day.

2. General

a) These terms of trade apply to all transactions between the Customer and Laser Plumbing and Roofing Newcastle relating to the provision of Goods and Services. This includes all quotations, contracts and variations. These terms of trade take precedence over terms of trade contained in any document of the Customer or elsewhere.

b) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.

c) Where Laser Plumbing and Roofing Newcastle gives advice, recommendations, information, assistance or service to the Customer or the Customer's agent, regarding the Goods or Services, then it is given in good faith and Laser Plumbing and Roofing Newcastle shall not be liable in any way whatsoever beyond the provisions set out in these terms of trade for any damages, losses or costs however arising resulting from the Customer relying on the same.

d) All works will be performed inside normal working hours 7am to 3.30pm (Sydney time) unless otherwise agreed in writing between both parties, in which case the Customer shall be liable for overtime rates.

e) Each Order is an independent contract that will continue in accordance with its terms until it has been terminated or completed.

3. Quotes

a) Laser Plumbing and Roofing Newcastle may provide the Customer with a Quote. Any Quote issued by Laser Plumbing and Roofing Newcastle is valid for 30 days from the date of issue unless otherwise noted on the quote.

b) Unless otherwise expressly agreed in writing or set out specifically in the Quote by Laser Plumbing and Roofing Newcastle, a Quote does not include delivery or installation of the Goods.

c) Quotes are based upon the cost of materials available at the time of preparation of the Quote and assume the timely supply by the Customer of necessary access, material and instructions to Laser Plumbing and Roofing Newcastle.

d) Following provision of a Quote to the Customer, Laser Plumbing and Roofing Newcastle is not obliged to commence work until the Quote has been accepted by the Customer. This occurs by the Customer sending a Purchase Order to Laser Plumbing and Roofing Newcastle or by confirming in writing (for example by email) that you have accepted the Quote. By accepting, the Customer agrees to pay Laser Plumbing and Roofing Newcastle on these terms.

e) To the extent that the Services requested are time sensitive or no Quote is provided (such as for ad hoc services requested via telephone), Laser Plumbing and Roofing Newcastle will use reasonable endeavours to confirm the booking details and an estimate of fees (such as minimum call out charges) with the Customer via email prior to the appointment. In such circumstances, the Customer must promptly inform Laser Plumbing and Roofing Newcastle in writing if it does not accept these terms,

f) Laser Plumbing and Roofing Newcastle reserves the right to amend any Quote before the Order has been completed to take into account any rise or fall in the cost of completing the Order. Laser Plumbing and Roofing Newcastle will notify the Customer of any amendment as soon as practicable, at which point the amended Quote will be the estimate or Quote to these terms of trade. Where there has been a substantial change in the Quote prior to commencing the Order, Laser Plumbing and Roofing Newcastle will allow you to cancel the Order.

g) An indication in a Quote of the time frame for the provision of the Goods or Services is an estimate only and is not a fixed time frame. Subject to any obligations in respect of consumer guarantees under the Australian Consumer Law, this estimate is not binding upon Laser Plumbing and Roofing Newcastle.

4. Exclusions

The Customer acknowledges & agrees that any Quote or offer does not include an allowance for the following items, unless such items have been specifically included in writing as part of the Quote:

a) hire of forklift or height access equipment;

b) repairs to, or supply of, installation of, any appliances, equipment, materials or Goods other than that specifically agreed to in writing;

c) site inductions;

d) any supply authority fees or charges (including, but not limited to, infrastructure, upgrades, civil and shutdown costs);

e) any supply authority infrastructure works, or cost associated with such works;

f) forming or installation of risers, penetrations or similar;

g) traffic or pedestrian control (including but not limited to barricades and signage);

h) provision of site facilities (including, but not limited to sheds, offices, toilets);

i) site temporary amenities and/or services;

j) any repair, or reinstatement work required on finished surfaces;

k) any relocation or removal of existing services that may be in the way of the proposed pipework routes;

l) any excavations in rock, contaminated, fill or difficult soil;

m) removal or disposal of excavated soil from site;

n) any costs associated with the removal of, or working with, any asbestos or similar contaminant;

o) cutting into framework, locks or similar equipment;

p) any delays to any schedule for reasons outside of Laser Plumbing and Roofing Newcastle's control (including, but not limited to, inclement weather, delays caused by suppliers or agencies not controlled by or contracted by Laser Plumbing and Roofing Newcastle such as but not restricted to Hunter Water Corporation, Department of Fair Trading or other authority body, any restrictions on access to work areas and any restrictions on flow of work);

q) any site specific or union bargained awards, rates or agreements (any such rates or agreements over and above those already paid to Laser Plumbing and Roofing Newcastle's employees that will constitute a variation to estimated price specified in the Quote);

r) any site or client specific occupational health and safety requirements over & above the requirements of Laser Plumbing and Roofing Newcastle's current occupational health and safety system, unless such requirements have been advised prior to any offer and are accepted in writing as part of the offer; or

s) any lifting and cranage services.

5. Orders

a) Every Order by the Customer for the provision of Goods or Services must be submitted in writing or via telephone with one of Laser Plumbing and Roofing Newcastle's representatives (unless otherwise agreed).

b) For written Orders, an Order will only be deemed to be placed by the Customer if the Order clearly identifies the Goods or Services ordered, their purchase order number (if required) and Laser Plumbing and Roofing Newcastle's Quote (if applicable). Any costs incurred by Laser Plumbing and Roofing Newcastle in reliance on incorrect or inadequate information provided by the Customer in an Order may result in the imposition of an Additional Charge.

c) Where Orders are placed via telephone (such as phone call outs), the request will be taken by one of Laser Plumbing and Roofing Newcastle's representatives, processed internally and then confirmed by Laser Plumbing and Roofing Newcastle via email or phone.

d) Where requested by Laser Plumbing and Roofing Newcastle, Orders must be signed by an authorised representative of the Customer and must specify the required date of delivery.

e) Placement of an Order by the Customer signifies acceptance by the Customer of these terms of trade and the most recent Quote provided by Laser Plumbing and Roofing Newcastle relating to that Order. For new Customers that place an initial Order via telephone, Laser Plumbing and Roofing Newcastle will make these terms available at the time of confirming the Order. If the Customer does not wish to accept these terms, it should promptly notify Laser Plumbing and Roofing Newcastle and cancel the Order.

f) Laser Plumbing and Roofing Newcastle may in its absolute discretion refuse to provide Goods or Services where:

   (i) Goods are unavailable for any reason whatsoever;

   (ii) credit limits cannot be agreed upon or have been exceeded; or

   (iii) payment for Goods or Services previously provided to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of Laser Plumbing and Roofing Newcastle, associated with the Customer under the same or another supply contract, has not been received by Laser Plumbing and Roofing Newcastle.

g) Usually, an Order cannot be cancelled after 24 hours without the prior written consent of Laser Plumbing and Roofing Newcastle. Where an Order is cancelled, the Customer indemnifies Laser Plumbing and Roofing Newcastle against any Losses incurred by Laser Plumbing and Roofing Newcastle as a result of the cancellation. For example, an Order cannot be cancelled if it includes Goods that have been made to the Customer's specifications, or for non-stock list items and production has commenced.

h) Laser Plumbing and Roofing Newcastle may cancel any contract to which these terms of trade apply or cancel delivery of Goods before the Goods are delivered by giving reasonable written notice to the Customer. On giving such notice, Laser Plumbing and Roofing Newcastle will repay to the Customer any money paid by the Customer for the Goods. Laser Plumbing and Roofing Newcastle will not be liable for any loss or damage whatsoever arising from such cancellation.

6. Variations

a) The Customer may request that its Order be varied by providing a request in writing to Laser Plumbing and Roofing Newcastle. A request for a variation must be agreed to in writing by Laser Plumbing and Roofing Newcastle in order to have effect.

b) If the Customer wishes to vary its requirements after a Quote has been prepared by Laser Plumbing and Roofing Newcastle or after the placement of an Order, Laser Plumbing and Roofing Newcastle reserves the right to vary the Quote to include any Additional Charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates. A revised Quote issued by Laser Plumbing and Roofing Newcastle in respect of the requested variation supersedes the original Quote. If the revised Quote only specifies additional work, the Quote for that additional work will be in addition to the immediately preceding Quote for the Goods or Services or both.

c) Variations from the plan of scheduled works or specifications may include but are not limited to, any variation as a result of additional works required due to hidden or unidentifiable difficulties such as hard rock barriers below the surface or iron reinforcing rods in concrete, or due to the need to include any of the above listed exclusions in clause 4, or as a result of increases to Laser Plumbing and Roofing Newcastle in the cost of materials (including PVC and copper prices and labour) and will be charged for on the basis of Laser Plumbing and Roofing Newcastle's quotation and will be shown as variations on the invoice.

d) Laser Plumbing and Roofing Newcastle will have a reasonable extension of time for the provision of the Goods or Services equal to the delay caused by the variation.

7. Invoicing and payment

a) Laser Plumbing and Roofing Newcastle will issue an invoice to the Customer in any one or more of the following ways:

   (i) prior to commencing the provision of the Goods or Services, for an amount equal to the Quote and Additional Charges where Laser Plumbing and Roofing Newcastle has not previously carried out work for the Customer or where Laser Plumbing and Roofing Newcastle chooses to do so; or

   (ii) upon completion of the provision of the Goods or Services or any time after such completion, for an amount equal to the Quote or the balance of the Quote outstanding, any Additional Charges and any amount not previously invoiced, or if no Quote was provided, for an amount representing Laser Plumbing and Roofing Newcastle's charge for the work performed in completing the Order

and for any Additional Charges. Laser Plumbing and Roofing Newcastle are to be paid by the Customer as a debt due and payable under these terms of trade.

b) Depending on the payment terms agreed with Laser Plumbing and Roofing Newcastle, the Customer may be required to provide a Director's Payment Guarantee and Indemnity in the form reasonably requested by Laser Plumbing and Roofing Newcastle so that adequate credit can be extended as part of the payment terms. If such document is not supplied by the Customer, then Laser Plumbing and Roofing Newcastle may request payment in advance in accordance with clause 7(a)(i).

c) The amount payable by the Customer will be the amount set out in the invoice. This will be calculated as:

   (i) the amount for the Goods or Services (or both) as set out in the Quote and any Additional Charges; or

   (ii) where no Quote has been provided by Laser Plumbing and Roofing Newcastle, Laser Plumbing and Roofing Newcastle's usual charges for the Goods or Services (or both) as described in the Order.

d) The Customer must pay an invoice issued by Laser Plumbing and Roofing Newcastle to Laser Plumbing and Roofing Newcastle within 7 days of a valid tax invoice being issued to the Customer, using the methods outlined on the invoice; unless other terms have been agreed to in writing.

e) If any invoice is due but unpaid, Laser Plumbing and Roofing Newcastle may withhold the provision of any further Goods or Services (including in relation to multiple Orders) until overdue amounts are paid in full.

f) Laser Plumbing and Roofing Newcastle may in its complete discretion apply any payment received from the Customer to any amount owing by the Customer to Laser Plumbing and Roofing Newcastle.

g) The Customer is not entitled to retain any money owing to Laser Plumbing and Roofing Newcastle regardless of any default or alleged default by Laser Plumbing and Roofing Newcastle of these terms of trade, including (but not limited to) the supply of allegedly faulty or defective Goods, provision of Services to an inadequate standard or a delay in the provision of Goods or Services. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the ACL.

h) The Customer and Laser Plumbing and Roofing Newcastle agree to comply with their obligations in relation to Goods and Services Tax (***GST***) under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other applicable legislation governing GST.

8. Failure to pay

a) The Customer is to pay Laser Plumbing and Roofing Newcastle on demand interest at the rate of 10% per year on all overdue amounts owed by the Customer to Laser Plumbing and Roofing Newcastle, calculated daily.

b) All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of Laser Plumbing and Roofing Newcastle, are paid by the Customer as a debt due and payable under these terms of trade.

9. Additional charges

a) Laser Plumbing and Roofing Newcastle may require the Customer to pay Additional Charges in respect of Costs incurred by Laser Plumbing and Roofing Newcastle as a result of reliance on inadequate or incorrect information or material provided by the Customer or information or material supplied later than required by Laser Plumbing and Roofing Newcastle in order for it to provide the Goods or Services within the specified time frame (if any).

b) The imposition of Additional Charges may also occur as a result of:

   (i) cancellation by the Customer of an Order where cancellation results in Loss to Laser Plumbing and Roofing Newcastle;

   (ii) storage costs for Goods not collected from Laser Plumbing and Roofing Newcastle within four (4) weeks of the date on which the Goods are manufactured, fabricated, created or formed;

   (iii) courier, packing or handling charges not included in the Quote;

   (iv) Government or council taxes or charges not included in the Quote; or

   (v) additional work required by the Customer or any other occurrence which causes Laser Plumbing and Roofing Newcastle to incur costs in respect of the Customer's Order additional to the quoted cost.

c) Laser Plumbing and Roofing Newcastle aims to bring these Additional Charges to the Customer's attention, as soon as reasonably practicable.

10. Delivery of Goods

a) Laser Plumbing and Roofing Newcastle will arrange for any Goods to be delivered, unless otherwise agreed with the Customer, with such costs to be at the Customer's additional expense unless set out in the Quote.

b) Delivery of the Goods is taken to occur at the time that Laser Plumbing and Roofing Newcastle, or Laser Plumbing and Roofing Newcastle's nominated carrier, delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.

c) The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged, then Laser Plumbing and Roofing Newcastle shall be entitled to charge a reasonable fee for redelivery and/or storage.

d) If the Customer requests Laser Plumbing and Roofing Newcastle to leave Goods outside the premises of Laser Plumbing and Roofing Newcastle for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.

e) Laser Plumbing and Roofing Newcastle may deliver the Goods in separate instalments. Each separate

instalment shall be invoiced and paid in accordance with the provisions in these terms.

11. Acceptance of Goods

If the Customer fails to advise Laser Plumbing and Roofing Newcastle in writing of any fault in Goods or failure of Goods to accord with the Customer's Order within seven (7) days of delivery, the Customer is deemed to have accepted the Goods and to have accepted the Goods and that they accord with the Customer's Order. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the ACL. If the Customer considers there to be an issue, it is encouraged to promptly bring this to the attention of Laser Plumbing and Roofing Newcastle.

12. Title and Risk

a) Risk in Goods passes to the Customer immediately upon delivery.

b) Property and title in Goods supplied to the Customer under these terms of trade do not pass to the Customer until all money (including money owing in respect of other transactions between Laser Plumbing and Roofing Newcastle and the Customer) due and payable to Laser Plumbing and Roofing Newcastle by the Customer have been fully paid.

c) Where Goods are supplied by Laser Plumbing and Roofing Newcastle to the Customer without payment in full, the Customer:

(i) is a bailee of the Goods until property in them passes to the Customer;

(ii) irrevocably appoints Laser Plumbing and Roofing Newcastle to be its attorney to do all acts and things necessary to ensure the retention of title to goods including the registration of any security interest in favour of Laser Plumbing and Roofing Newcastle with respect to the Goods under applicable law;

(iii) must be able upon demand by Laser Plumbing and Roofing Newcastle to separate and identify as belonging to Laser Plumbing and Roofing Newcastle the Goods supplied by Laser Plumbing and Roofing Newcastle from other goods which are held by the Customer;

(iv) must not allow any person to have or acquire any security interest in the Goods;

(v) agrees that Laser Plumbing and Roofing Newcastle may repossess the Goods if payment is not made within 30 days (or such longer time as Laser Plumbing and Roofing Newcastle may, in its complete discretion, approve in writing) of the supply of the Goods; and

(vi) the Customer grants an irrevocable licence to Laser Plumbing and Roofing Newcastle or its agent to enter the Customer's premises in order to recover possession of Goods pursuant to this paragraph.

(vii) The Customer indemnifies Laser Plumbing and Roofing Newcastle for any damage to property or personal injury which occurs as a result of Laser Plumbing and Roofing Newcastle entering the Customer's premises.

d) Where Goods are supplied by Laser Plumbing and Roofing Newcastle to the Customer without payment in full of all moneys payable in respect of the Goods and any Services provided by Laser Plumbing and Roofing Newcastle in respect of those Goods, the Customer acknowledges that Laser Plumbing and Roofing Newcastle has a right to register and perfect a personal property security interest.

e) If:

(i) a PPS Law applies or commences to apply to these terms of trade or any transaction contemplated by them, or Laser Plumbing and Roofing Newcastle determines (based on legal advice) that this is the case; and

(ii) in Laser Plumbing and Roofing Newcastle's opinion, the PPS Law:

A. does or will adversely affect Laser Plumbing and Roofing Newcastle's security position or obligations; or
B. enables or would enable Laser Plumbing and Roofing Newcastle's security position to be improved without adversely affecting the Customer,

Laser Plumbing and Roofing Newcastle may give notice to the Customer requiring the Customer to do anything (including amending these terms of trade or execute any new terms and conditions) that in Laser Plumbing and Roofing Newcastle's opinion is necessary, to the maximum possible extent, to overcome the circumstances contemplated in paragraph 12(h)(ii)(A) or improve the security position as contemplated in paragraph 12(h)(ii)(B). The Customer must comply with the requirements of that notice within the time specified in the notice. If having completed everything reasonably practicable as required under this paragraph, in Laser Plumbing and Roofing Newcastle's opinion Laser Plumbing and Roofing Newcastle's security position or obligations under or in connection with these terms of trade have been or will be materially adversely affected, Laser Plumbing and Roofing Newcastle may by further notice to the Customer cancel these terms of trade. If this occurs, the Customer must pay to Laser Plumbing and Roofing Newcastle any money owed to Laser Plumbing and Roofing Newcastle by the Customer immediately.

13. Personal Property Securities Act 2009

a) In this clause, financing statement, financing change statement, security agreement, and security interest has the meaning given it to by the PPSA.

b) Upon assenting to these terms and conditions in writing, the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Laser Plumbing and Roofing Newcastle to the Customer.

c) The Customer undertakes to:

(i) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Laser Plumbing and Roofing Newcastle may reasonably require to:

A. register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

B. register any other document required to be registered by the PPSA; or

C. correct a defect in a statement referred to in clause 13(c)(i)(A) or 13(c)(i)(B);

(ii) indemnify, and upon demand reimburse, Laser Plumbing and Roofing Newcastle for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;

(iii) not register a financing change statement in respect of a security interest without the prior written consent of Laser Plumbing and Roofing Newcastle;

(iv) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Laser Plumbing and Roofing Newcastle;

(v) immediately advise Laser Plumbing and Roofing Newcastle of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

d) Laser Plumbing and Roofing Newcastle and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

e) The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

f) The Customer waives their rights as a grantor and/or debtor under sections 142 and 143 of the PPSA.

g) Unless otherwise agreed to in writing by Laser Plumbing and Roofing Newcastle, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

h) The Customer must unconditionally ratify any actions taken by Laser Plumbing and Roofing Newcastle under clauses 13(c) to 13(e).

i) Subject to any express provisions to the contrary, nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

14. Access

The Customer shall ensure that Laser Plumbing and Roofing Newcastle has clear and free access to any work site required to perform the Services at all times. Laser Plumbing and Roofing Newcastle shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Laser Plumbing and Roofing Newcastle.

15. Underground Locations

Prior to Laser Plumbing and Roofing Newcastle commencing any work, the Customer must advise Laser Plumbing and Roofing Newcastle of the precise location of all underground services on the site and clearly mark the same. The underground mains and services that the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping service, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

16. Intellectual Property Rights

a) The Customer warrants that it owns all Intellectual Property Rights pertaining to its Order for Goods or Services or has a licence to authorise Laser Plumbing and Roofing Newcastle to reproduce or use all copyright works or other materials the subject of Intellectual Property Rights supplied by the Customer to Laser Plumbing and Roofing Newcastle for the purposes of the Order. Further, the Customer indemnifies and agrees to keep indemnified Laser Plumbing and Roofing Newcastle against all Losses incurred by Laser Plumbing and Roofing Newcastle in relation to or in any way directly or indirectly connected with any breach of any other Intellectual Property Rights in relation to any material supplied by the Customer.

b) Unless specifically agreed in writing between Laser Plumbing and Roofing Newcastle and the Customer, all Intellectual Property Rights in any works created by Laser Plumbing and Roofing Newcastle on behalf of the Customer vest in and remain the property of Laser Plumbing and Roofing Newcastle.

c) Subject to payment of all invoices due in respect of the Goods or Services, Laser Plumbing and Roofing Newcastle grants to the Customer a perpetual, non-exclusive licence to use the works created or produced by Laser Plumbing and Roofing Newcastle in connection with the provision of Goods or Services under these terms of trade for the purposes contemplated by the Order.

17. Agency and Assignment

a) The Customer agrees that Laser Plumbing and Roofing Newcastle may at any time appoint or engage an agent to perform an obligation of Laser Plumbing and Roofing Newcastle arising out of or pursuant to these terms of trade (including the provision of Goods or Services).

b) Laser Plumbing and Roofing Newcastle has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these terms of trade provided that the assignee agrees to assume any duties and obligations of Laser Plumbing and Roofing Newcastle owed to the Customer under these terms of trade.

c) The Customer has the right to assign any of its obligations or rights under these terms of trade provided it has the prior written consent of Laser Plumbing and Roofing Newcastle (which shall not be unreasonably withheld), noting that Laser Plumbing and Roofing Newcastle has extended certain credit and payment terms on the basis of the Customer's current identity.

18. Default by a party

a) Each of the following occurrences constitutes an

event of default:

(i) a Party breaches or is alleged to have breached these terms of trade for any reason (including, but not limited to, defaulting on any payment due under these terms of trade) and fails to remedy that breach within 14 days of being given notice by the non-defaulting Party to do so;

(ii) the Customer, being a natural person commits an act of bankruptcy;

(iii) either Party, being a corporation, is subject to:

A. a petition being presented, an order being made or a meeting being called to consider a resolution for the Customer to be wound up, deregistered or dissolved;

B. a receiver, receiver and manager or an administrator under part 5.3A of the Corporations Act 2001 (Cth) being appointed to all or any part of the Customer's property and undertaking;

C. the entering of a scheme of arrangement (other than for the purpose of restructuring); and

D. any assignment for the benefit of creditors;

(iv) the Customer purports to assign its rights under these terms of trade without Laser Plumbing and Roofing Newcastle's prior written consent; or

(v) either Party ceases or threatens to cease conduct of its business in the normal manner.

b) Where an event of default occurs, and the defaulting party is the Customer, Laser Plumbing and Roofing Newcastle may:

(i) terminate these terms of trade;

(ii) terminate any or all Orders and credit arrangements (if any) with the Customer;

(iii) refuse to deliver Goods or provide further Services;

(iv) pursuant to paragraph 12(c), repossess and re-sell any Goods delivered to the Customer, the payment for which has not been received; or

(v) retain (where applicable) all money paid by the Customer on account of Goods or Services or otherwise.

c) Where an event of default occurs, and the defaulting party is Laser Plumbing and Roofing Newcastle, the Customer may:

(i) terminate these terms of trade; or

(ii) terminate any or all Orders with Laser Plumbing and Roofing Newcastle,

provided that it pays Laser Plumbing and Roofing Newcastle for all Goods and Services performed up until the event of default.

d) In addition to any action permitted to be taken by Laser Plumbing and Roofing Newcastle under paragraph 18(b), on the occurrence of an event of default all invoices will become immediately due and payable.

19. Termination

In addition to the express rights of termination provided in these terms of trade, a party may terminate these terms of trade (to the extent they may be active but dormant due to the business relationship of the parties) by giving 30 days written notice to the other party, provided that no Orders are currently on foot and no money is outstanding by the Customer to Laser Plumbing and Roofing Newcastle. If there are no active Orders, no monies owing to Laser Plumbing and Roofing Newcastle and no Orders are placed within an 18 month period, these terms of trade will automatically terminate and the Customer may need to comply with any new engagement processes of Laser Plumbing and Roofing Newcastle (such as credit checks) if an Order is placed in the future.

20. Change in control

The Customer will give Laser Plumbing and Roofing Newcastle not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer, noting that Laser Plumbing and Roofing Newcastle has extended credit and payment terms to the Customer based on its current ownership. The Customer shall also give the Laser Plumbing and Roofing Newcastle reasonable notice of any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s or business practice).

21. Defects, warranties, returns and the ACL

a) The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify Laser Plumbing and Roofing Newcastle in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Customer must allow Laser Plumbing and Roofing Newcastle to inspect the Goods.

b) Upon applicable State, Territory and Commonwealth laws (including, without limitation the ACL), certain statutory implied consumer guarantees and warranties (including, without limitation the statutory consumer guarantees under the ACL) may be implied into these terms and conditions (***Non-Excluded Guarantees***).

c) Laser Plumbing and Roofing Newcastle acknowledges that nothing in these terms purports to modify or exclude the Non-Excluded Guarantees.

d) Except as expressly set out in these terms or in respect of the Non-Excluded Guarantees, Laser Plumbing and Roofing Newcastle makes no warranties or other representations under these terms including but not limited to the quality or suitability of the Goods.

e) If the Customer is a consumer within the meaning of the ACL, Laser Plumbing and Roofing Newcastle's liability is limited to the extent permitted by section 64A of the ACL.

f) If Laser Plumbing and Roofing Newcastle is required to replace the Goods under this clause of the ACL, but is unable to do so, Laser Plumbing and Roofing Newcastle may refund any money the Customer has paid for the Goods.

g) If the Customer is not a consumer within the meaning of the ACL, Laser Plumbing and Roofing Newcastle's liability for any defect or damage in the Goods is:

(i) limited to the value of any express warranty or warranty card provided to the Customer by Laser Plumbing and Roofing Newcastle in Laser Plumbing and Roofing Newcastle's sole discretion;

(ii) limited to any warranty to which Laser Plumbing and Roofing Newcastle's is entitled, if Laser Plumbing and Roofing Newcastle did not manufacture the Goods;

(iii) otherwise negated absolutely (unless there has been gross negligence or wilful misconduct by Laser Plumbing and Roofing Newcastle in which case liability is limited to the fees paid by the Customer to Laser Plumbing and Roofing Newcastle under the relevant Quote or Order).

h) Subject to this clause, returns will only be accepted provided that:

(i) the Customer has complied with the provisions of clause 21(a); and

(ii) Laser Plumbing and Roofing Newcastle has agreed that the Goods are defective; and

(iii) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and

(iv) the Goods are returned in as close a condition to that in which they were delivered as is possible.

i) Notwithstanding clauses 21(a) to 21(h) but subject to the ACL, Laser Plumbing and Roofing Newcastle shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

(i) the Customer failing to properly maintain or store any Goods;

(ii) the Customer using the Goods for any purpose other than that for which they were designed;

(iii) the Customer continuing to use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

(iv) the Customer failing to follow any instructions or guidelines provided by Laser Plumbing and Roofing Newcastle; or

(v) fair wear and tear, any accident, or act of God.

j) This clause 21 does not limit Laser Plumbing and Roofing Newcastle's liability to exclude claims from the Customer for consequential loss.

k) To the fullest extent permissible at law, and subject to the terms elsewhere in these terms of trade, Laser Plumbing and Roofing Newcastle is not liable for any indirect, punitive, incidental, special, consequential loss, damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Goods or Services, or otherwise arising out of the provision of Goods or the Services, whether based on terms of trade, negligence, strict liability or otherwise, even if Laser Plumbing and Roofing Newcastle has been advised of the possibility of damages.

l) Laser Plumbing and Roofing Newcastle may in its absolute discretion accept non-defective Goods for return in which case Laser Plumbing and Roofing Newcastle may require the Customer to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods plus any freight costs.

m) Notwithstanding anything contained in this clause if Laser Plumbing and Roofing Newcastle is required by a law to accept a return then Laser Plumbing and Roofing Newcastle will only accept a return on the conditions imposed by that law.

22. Insurance and liability

a) Laser Plumbing and Roofing Newcastle holds comprehensive insurance coverage to safeguard its assets and cover third-party liabilities attributable to its proven negligence. Within the framework of this insurance policy, the group does not endorse shared liability, subrogation waivers, indemnity clauses for unspecified causes, or agreements that absolve other parties from responsibility. The policy also excludes endorsements for rectification works, frustration of contractual obligations, or any consequential losses. Decisions regarding the assumption of liabilities beyond the standard insurance provisions rest solely with the discretion of Laser Plumbing and Roofing Newcastle, guided by established business practices and commercial considerations.

b) **HBCF Insurance:** Where Home Building Compensation Fund insurance is required under NSW law, the applicable HBCF premium, statutory charges, brokerage, intermediary and administration fees are payable by the Owner in addition to the Contract Price. Where the exact cost of HBCF cover is not known at the date of the Contract, a reasonable estimate may be stated and the amount payable by the Owner will be adjusted to reflect the actual cost incurred in obtaining the required cover. The final HBCF amount will be separately itemised on the relevant invoice.

23. Force majeure

a) If circumstances beyond Laser Plumbing and Roofing Newcastle's control prevent or hinder its provision of the Goods or Services, Laser Plumbing and Roofing Newcastle is free from any obligation to provide the Goods or Services while those circumstances continue. Laser Plumbing and Roofing Newcastle may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.

b) Circumstances beyond Laser Plumbing and Roofing Newcastle's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, government decrees, pandemics, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

24. Dispute resolution

a) If a dispute arises between the Customer and Laser Plumbing and Roofing Newcastle, the following procedure applies:

(i) A party may give another party a notice of the dispute and the dispute must be dealt with in accordance with the procedure set out in this paragraph.

(ii) A party must not commence legal proceedings

(except proceedings seeking interlocutory relief) in respect of a dispute unless the dispute has been referred for resolution in accordance with this paragraph.

(iii) A party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute pending the completion or termination of the procedure set out in this paragraph.

b) If a dispute is notified, the dispute must immediately be referred to the parties' respective senior management. Those representatives must endeavour to resolve the dispute as soon as possible and in any event within 14 Business Days (or other period as agreed).

c) Unless otherwise agreed by the parties, any dispute that cannot be settled by negotiation between the parties or their representatives, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Disputes Centre (***ADC***) before having recourse to arbitration or litigation. The mediation must be conducted in accordance with the ADC's Guidelines for Commercial Mediation (***Guidelines***) which operate at the time the matter is referred to ADC. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are incorporated into these terms of trade. This paragraph survives termination of these terms of trade.

d) Despite the existence of a dispute (including the referral of the dispute to mediation), each party must continue to perform its obligations under these terms of trade.

e) The parties must hold confidential, unless otherwise required by law or at the direction of a court of competent jurisdiction, all information relating to the subject matter of the dispute that is disclosed during or for the purposes of dispute resolution. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this procedure is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.

25. Privacy Act 1988 (Cth)

a) The Customer agrees for Laser Plumbing and Roofing Newcastle to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by Laser Plumbing and Roofing Newcastle.

b) The Customer agrees that Laser Plumbing and Roofing Newcastle may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

(i) to assess an application by the Customer; and/or

(ii) to notify other credit providers of a default by the Customer; and/or

(iii) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or

(iv) to assess the creditworthiness of the Customer.

c) The Customer agrees that personal information provided may be disclosed, used and retained by Laser Plumbing and Roofing Newcastle for the following purposes (and for other purposes as agreed between the Customer and Laser Plumbing and Roofing Newcastle or required by law from time to time):

(i) the provision of Goods; and/or

(ii) the marketing of Goods by Laser Plumbing and Roofing Newcastle, its agents, its franchisor or distributors; and/or

(iii) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or

(iv) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client;

(v) enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.

d) Laser Plumbing and Roofing Newcastle may give information about the Customer to a credit reporting agency for the following purposes:

(i) to obtain a consumer credit report about the Consumer;

(ii) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

e) The information given to the credit reporting agency may include:

(i) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);

(ii) details concerning the Customer's application for credit or commercial credit and the amount requested;

(iii) advice that Laser Plumbing and Roofing Newcastle is a current credit provider to the Customer;

(iv) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;

(v) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;

(vi) information that, in the opinion of Laser Plumbing and Roofing Newcastle, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);

(vii) that credit provided to the Customer by Laser Plumbing and Roofing Newcastle has been paid or otherwise discharged.

f) Laser Plumbing and Roofing Newcastle may also disclose personal information collected from the Customer, for example under these terms or in the course of providing the Goods or Services, to its franchisor, O'Brien Group Services Pty Ltd, or its related entities to be used for purposes including administration and marketing.

26. Miscellaneous

a) These terms of trade are governed by the laws of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

b) These terms of trade supersede all oral and written negotiations and communications by and on behalf of either of the parties.

c) In entering into these terms of trade, the Customer has not relied on any warranty, representation or statement, whether oral or written, made by Laser Plumbing and Roofing Newcastle or any of its employees or agents relating to or in connection with the subject matter of these terms of trade, other than as set out in a Quote or Order.

d) If any provision of these terms of trade at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.

e) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

f) If there are particular amendments to these terms that are required by a Customer, such amendments can be requested in writing to Laser Plumbing and Roofing Newcastle, who will consider the specific amendment request based on the relevant circumstances and business relationship.

g) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote (or as varied pursuant to this paragraph)and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Quote; sent by fax to the fax number of the addressee specified in the relevant Quote, with acknowledgment of receipt from the facsimile machine of the addressee; or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.

h) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by fax or email before 4 pm one Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

i) A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party.