



General

- In these terms of trade “Company” means Motherwell Electric Ltd.
- The “Customer” means the purchaser of goods and services.
- Any Goods or Services supplied or completed by the Company for the Customer will be supplied on these terms and conditions.
- Any purchases made by the Customer will be deemed to comply with these terms and conditions.

Price

- The Company’s prices do not include Goods and Services Tax (GST) unless otherwise stated, and the Customer is required to pay GST in addition to the price.
- Labour costs include any time spent travelling to and from the workshop to the Customer, any time taken to procure any materials and goods required for the job, and administration in relation to the job.

Payment

- Payment terms will be stated on each invoice.
- The Customer may not deduct, set-off, hold back, or withhold any amount from any money owing to the Company.
- Overdue accounts will be subject to an interest rate of 24% per annum on the outstanding balance.
- During any period of time while the Customer is in default on any account with the Company, the Company may suspend or withhold the provision of goods and services.

Acceptance of Quotation

- The acceptance of a quotation by the Customer constitutes acceptance by the Customer of these terms, even if the contrary is stated in the Customer’s correspondence.

Suspension or Cancellation

- If the Customer requests suspension or cancellation of a work order after accepting a Quotation, the Company may invoice for any expenses or out of pocket expenses related to the cancellation. These expenses include, but are not limited to, re-stocking fees, rental agreements, and other costs that are out of the Company’s control

Disputes

- In the event that any part of an invoice is disputed the amount not in dispute will be paid promptly in accordance with the payment terms. Thereafter, the parties agree to use their best endeavours to promptly resolve any dispute of difference between them and the company may, at its option, require the customer to submit to mediation with the assistance of a qualified mediator.
- The Customer must advise the Company of any dispute relating to their invoice within 7 days of receiving the invoice.

Quoted Work

- Quotations are valid for 30 days from the date of quotation unless otherwise stated.
- Quotations exclude Goods and Services Tax (GST), unless otherwise stated.
- Quotations are inclusive of travel time and travel costs.

Property

- Ownership of the goods shall remain with the Company until payment in full has been received for them.

Force Majeure

- The Company will not be liable for failure to meet its obligations if the failure is brought about by a force majeure circumstance (i.e. any circumstances outside the Company's control).

Limitation of Liability

- The Company's liability for any loss, damage or expense arising out of the goods after services provided is limited at the Company's option, to either:
 - replacing or repairing any part of the work which the Customer is entitled to reject; or
 - refunding the price of the work which the Customer is entitled to reject.
- The Company will not be liable in any event if:
 - the work has been altered or repaired by any person other than the Company; or
 - The work has been subject to excessive wear or tear, or improper or abnormal use or storage.
- In any event, the Company will not be liable in respect of any claim unless the claim is notified to the Company within:
 - 12 months of completion of the work; and
 - 7 days of the alleged defect becoming apparent; and
 - The Company is given a reasonable opportunity to investigate the claim.