

TERMS AND CONDITIONS - SUMMER WA PTY LTD - IRRIGATION WORKS - 2024

1. General Terms

Supply of goods and services outlined in this quotation is subject to our standard terms and conditions of supply. In the event of any inconsistency, the terms of this quotation will take precedence. Errors and omissions in the quotation may lead to amendments in price. Any changes or additions requested by the customer must be agreed upon in writing and will be subject to these terms and conditions.

2. Quotations

All quotations are valid for 30 days from the date shown unless otherwise stated. Alterations made to the quotation may require re-quotation unless otherwise indicated. Accepted quotes over \$1,000 require a 20% deposit before works commence. Scheduling will be coordinated to minimize travel expenses, and you will be contacted when a specific date is available.

3. Access and Site Requirements

The customer is responsible for providing clear access to the site for installation and operation of products. If council permission is required for access, it is the customer's responsibility to arrange this. The customer must also inform neighbors of the work to be carried out. Underground services such as electricity, water, and gas must be marked by the customer, and we will not be liable for damages to unmarked utilities.

4. Safety

Customers and onlookers must maintain a safe distance from the worksite at all times. If work is interrupted due to factors beyond our control, such as unauthorized access to the worksite, additional charges may apply. While we will take all reasonable care, we are not liable for damage to items not properly identified before work commencement.

5. Insurance and Liability

We are fully covered by Public Liability Insurance, and proof of insurance can be provided upon request. However, we accept no responsibility for damage to utility lines, irrigation systems, driveways, paving, or other items that were not clearly identified before work commenced. The customer indemnifies us from any claims arising from damages to unmarked services or hazards.

6. Design and Suitability of Irrigation Systems

While we guarantee the accuracy of designs based on information we provide, we are not responsible for inaccuracies in surveys or other information provided by the customer. We make no warranty regarding the suitability of water sources or soil conditions for the irrigation system supplied. Customers are advised to seek independent agronomic advice for soil and water testing before proceeding.

7. Trenching and Site Work

If trenching is included in the quotation, it assumes normal soil conditions. Hard ground, rock, or other obstructions may require additional costs for heavy machinery or blasting, which will be charged as an extra. We will seek customer approval before proceeding with such work. Backfilling of trenches will be done to minimize water damage, but subsequent refilling due to subsidence is the customer's responsibility.

8. Claims and Warranty

All designs are guaranteed to operate within specifications, and services are covered by a 12-month warranty. Manufacturer warranties will be passed on to the customer wherever possible. Any claims for damages must be submitted within 48 hours of job completion to ensure timely resolution.

9. Payment Terms

All payment arrangements will be discussed at the time of scheduling. If the customer is unable to be on-site, payment is due upon receipt of the invoice, with a 7-day payment term. Late payments may incur account keeping fees.

10. Disclaimer and Force Majeure

No alterations to these terms will be valid unless provided in writing by an authorized representative. The customer acknowledges that they have not relied on any representations or statements outside of this agreement. Summer Retic is excused from performance obligations in the event of force majeure circumstances but will use all reasonable efforts to remove the obstacle. We are not liable for incidental, indirect, or consequential damages.

11. Excess Materials and Equipment

Any excess materials remaining after the completion of the installation remain our property.

12. Additional Information for Property Management and Corporate Clients

For corporate clients, quote acceptances must be provided on company letterhead or via email signature. We will not provide quotations to tenants or site contacts without written confirmation from the property manager or company representative.