

ELECTRICAL TECHNICIAN PTY LTD ABN: 52 609 376 418

## CUSTOMER ACCOUNT APPLICATION FORM

**CUSTOMER TRADING NAME** 

**CUSTOMER ACCOUNT NUMBER** 

**EFFECTIVE DATE** 

Electrical Technician Pty Ltd Trading As NQ Industrial Electrics

ABN: 52 609 376 418

27 Victoria St Mackay Qld 4740 Ph: 4951 4722 | Email: office@ngie.com.au



ACCOUNT APPLICATION FORM								
CUSTOMER DETAILS								
Tick the appropriate:	Company ☐ Partnership ☐ Sole Trade		rader □	Trust  Other				
Legal Name:				ACN:				
Trading Name:					ABN:			
Trading Address:					Post Code:			
Postal Address:					Post Code:			
Telephone:					Website:			
Main Email Address:								
OPERATIONS CONTACT								
Name:					Phone:			
Email address:					Mobile:			
ACCOUNTS PAYABI	E OFFICER							
Name:					Phone:			
Email address:					Mobile:			
Other Accounts Payable Details:								
DIRECTORS / PARTNERS DETAILS								
Name:				Name:				
Residential Address:			Residential /	esidential Address:				
Mobile Number:				Mobile Numl	ber:			
Email Address:	Ema			Email Addre	ess:			
Date of Birth:	Date of Bir		Date of Birth	n:				
Driver's License No.	Driver's Lice			ense No.				
ACCOUNT INFORMATION								
Date of Commencement of Business Estimated Month				lonthly Credit A	Amount	\$		
Principal Business Activity								
Bank:	Branch Address:							
Will you issue a Purchase Order Number that is required to be shown on our invoice: ☐ Yes ☐ No Please note that Quotes to Repair equipment will require a Purchase Order to proceed.								
TRADE REFERENCES:								
Company / Business	:		Р	hone:				
Contact Name:		mail:						
Company / Business:		Р	hone:					
Contact Name:			E	mail:				
Company / Business			Р	hone:				
Contact Name:			E	mail:				

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## ACCOUNT TRADING TERMS

The agreement between the Customer and Electrical Technician Pty Ltd Trading AS NQ Industrial Electrics, here in known as (NQIE) consist of these NQIE terms and conditions and the Quotation. Together, these documents supersede any prior agreements, understanding or arrangements. The Customer's details appear in the Quotation.

- This Agreement is governed by the law of Queensland and the parties submit to the jurisdiction of the Courts of Queensland and any courts taking appeal from them.
- 2. The agreement between NQIE and the Customer commences on;
  - if NQIE submitted a quotation / repair cost advice to the Customer then on the day the Customer is in agreement for the Services to be provided by NQIE; or
  - if NQIE is asked to commence Services to the Customer pursuant to a verbal or written (emailed) instruction
    - Where agreement is given by specific order by way of Purchase Order or Work Order The agreement between the Customer and NQIE continues in operation until the specific task set out is completed or the agreement is terminated in accordance
    - with the provisions herein.
- If NQIE is engaged on a retainer or to perform ongoing work then unless the Customer expressly terminates this Agreement, the Agreement will continue in operation until it is terminated and NQIE shall be entitled to continue to charge the fees quoted until termination.
- If this Agreement is task specific, completion of the task is when NQIE provides notice to the Customer that the contracted work is completed and the Customer receives control over the deliverables, inspects the work and does not raise any material defects with the Services. The Customer has 5 business days being Monday to Friday 8am-4pm to inspect the work performed by NQIE and raise any defects. If the Customer failed to inspect the work, the work is deemed completed without defects and all outstanding fees are due and payable to NQIE immediately. The customer has 5 business days to query or dispute any invoices from the invoice sending date.
- If the Customer raises defects, defects are in relation to the works carried out on the equipment by NQIE only. The Customer shall provide details to NQIE and the parties shall meet in good faith to negotiate a time table for completion of any remedial work by NQIE
- On completion of the remedial work by NQIE, NQIE shall provide notice to the Customer and the Customer must inspect the work within 3 business days of the notice and provide secondary inspection report to NQIE with any residual issues to remedy. If the Customer failed to inspect the work, the work is deemed completed without defects and all outstanding fees are due and payable to NQIE immediately.
- The remedial process shall be repeated until all material defects are remedied.
- If the Customer engages NQIE for multiple services, this Agreement will apply jointly and severally to each service component and will continue to apply until the Agreement is terminated or all the tasks are completed. If the Customer continues to provide instructions verbally, continuing to provide purchase orders or instructions in writing to NQIE approving work to be performed by NQIE, the Customer irrevocably agrees to pay NQIE for its services notwithstanding that the Customer may have terminated this Agreement previously or the Agreement has expired.
- NQIE warrants that it will provide the Services as stipulated in the Quotation using reasonable care and skill to repair works under the instruction as provided by the Customer. NQIE shall use reasonable endeavours to meet any performance dates specified in the Quotation and agreed with the Customer, but any such dates shall be estimates only and time shall not be of the essence for the provision of the Services. NQIE shall not be liable for any delay in delivery of the Services caused by an event that is not under the direct or indirect control of NQIE or the Customer's failure to provide NQIE with adequate delivery instructions, access or any other instructions relevant to the supply of the Services.
- Site Work The Customer must ensure that the site where work is to be performed must be safe and secure and available for NQIE to provide the Services. NQIE shall be entitled to decline to commence the provision of the Services, if in NQIE reasonable view, the site is inadequate, unsafe or in any way not ready for NQIE to provide the Services. NQIE shall provide notice to the Customer of the site condition and the Customer must attend to all issues raised by NQIE and provide NQIE with notice when all out- standing issues have been remedied. NQIE has a right to recover any additional costs it incurs as a result of unsafe, insecure or not-able-to access situations. NQIE shall not be liable for any delays as a result of the site not being ready for NQIE to deliver the Services. If the conditions of the site require a variation to the Quotation because NQIE cannot proceed with the Services as originally offered, NQIE will provided an amended Quotation to the Customer and on approval, NQIE shall commence delivering the Services.
- NQIE undertakes to use the materials it quoted for in the Quotation and in accordance with the specifications as provided by the Customer, however, if NQIE considers it reasonable to use comparable materials of not less quality and in compliance with Australian Standards then NQIE shall be considered to have complied with the Agreement notwithstanding the deviation from the Quotation.
- Where NQIE had submitted a Quotation to the Customer. The Quotation includes a description of the Services, NQIE standard rate and other charges applicable to the Services. The Customer must accept the Quotation for the Services to be provided. Once the Customer accepts the Quotation, its pricing is fixed and cannot be varied unless agreed by the parties in writing or verbally. If NQIE commences work pursuant to a purchase order, the terms and conditions outlined here and in the quote will apply to the work provided for under the purchase order.
- If the Customer requires any changes to the Quotation, the Customer must submit to NQIE a variation request. The variation request must provide details of the changes required and any technical specifications as relevant.
- NQIE must consider the variation request and provide the Customer with details on any variations to the Quotation and the fees charged for the Services. If the parties agree on the variation, NQIE must issue the Customer with an amended Quotation for the Customer's approval and on acceptance in writing or verbally of the amended Quotation, NQIE must commence providing the Services in accordance with the amended Quotation. If NQIE requires a variation, NQIE shall advise the Customer of the need for variations and the
- parties shall meet in good faith to discuss the cause of the variations and the changes required to the Quotation and to any fees charged pursuant to the Quotation.

  The Quotation may provide a tiered payment. The Customer must pay for the Services in compliance with the tiered payment arrangement as set out in the Quotation plus any applicable Goods and Services Tax. NQIE will provide the Customer with notice at the completion of each stage of the Services that entitles NQIE to be paid a progressive payment and advise the Customer that payment is due and payable. The Customer is not entitled to withhold any payment except the last payment pending completion of the Services and rectification of any defects identified by the Customer.
- If the Customer fails to pay any progressive payment as set out in the Quotation, the Customer is in breach of this Agreement and NQIE shall be entitled to cease providing the Services. Failure to pay on time entitles NQIE to charge interest at the ATO General Interest Charge Rate as set out in the Penalty Interest Rate Act 1983 (QLD) until the funds are

EXECUTION:							
As an authorised representative of the customer/client I have completed truly and in full the above, I have read and understood the above.							
Name:		Signature:					
Position:		Date:					
Name:		Signature:					
Position:		Date:					
Witnessed Signing in the Presence of:							
Name of Witness:		Signature:					
Address:		Date:					

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