

10 YEAR WORKMANSHIP GUARANTEE TERMS AND CONDITIONS



1. DEFINED TERMS

1.1 Agreement means this 10 years Workmanship Guarantee.

1.2 Completion Date means the date the Electrician completes the Guaranteed Works, as defined above.

1.3 Customer means the person/s or entity being provided Works as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.

1.4 Electrician means Beaumont Electrical Limited, its successors and assigns or any person acting on behalf of and with the authority of Christian Beaumont.

1.5 Guaranteed Works means all works or services (but excludes products or materials) supplied by the Electrician from time to time as defined above.

1.6 Remedial Work means the such work required to be completed by the Electrician, to remedy the defect in the Guaranteed Works, in accordance with the terms of this Agreement.

1.7 Workmanlike means the quality of work performed by one who has the knowledge, training or experience necessary for the successful practice of an electrician and performed in a manner that is generally considered proficient by those capable of judging such work.

2. OBLIGATIONS

2.1 If the Electrician is advised by the Customer of any defect in the Guaranteed Works within ten (10) years of the Completion Date, the Electrician shall take steps to complete the Remedial Work, subject to the terms of this Agreement.

3. REMEDIAL WORK

3.1 Any Remedial Work shall be done:

- a) in accordance with the Terms of Trade;
- b) In a timely manner that is reasonably practicable for both the Customer and the Electrician;
- c) in a prompt and good workmanlike manner; and
- d) at the Electrician's cost (but excluding the cost of any products or materials required which shall be met by the Customer).

4. FAILURE BY ELECTRICIAN

4.1 In the event of any defect in the Guaranteed Works becoming apparent, the Customer shall notify in writing (within 10 working days) to the Electrician of the defect.

4.2 If the Electrician fails (within 30 working days) to respond and/or adequately and satisfactorily carry out the Remedial Work, the Customer may arrange for the Remedial Work to be completed by other such suitably qualified and registered electrician. In such an event the Electrician shall be in no way released from its obligations under this Agreement, which shall continue in full force and effect. The reasonable cost of the Remedial Work carried out by such other person under this clause shall be paid by the Electrician upon demand by the Customer.

5. EXCLUSIONS

5.1 The Customer acknowledged that the Electrician shall not be liable for any defect, damage or to complete Remedial Work caused by:

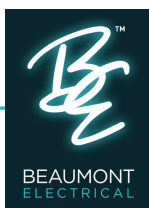
- a) fire, earthquake or war;
- b) any force of nature or other force majeure which the Electrician could not reasonably foresee;
- c) any wilful act or negligence of the Customer or any person other than the Electrician;
- d) the Electrician accepts no responsibility or liability for any consequential damage to the property or any other property of any description arising from any cause;
- e) the Electrician shall not be obligated to carry out any Remedial Work if there is default of payment of any monies owed to the Electrician by the Customer; and
- f) any neglect or delay by the Customer in giving notice to the Electrician of a defect in the Guaranteed Works.

6. INSPECTION

6.1 Should the Customer advise the Electrician of a defect in the Guaranteed Works, and following an inspection by the Electrician there is no defect that is covered by this Agreement, then the Electrician shall be entitled to charge the Customer the Electrician's then current trade consultancy rates.

7. MATERIALS

7.1 The Electrician shall pass on to the Customer such written warranties/guarantees as are provided by the relevant materials manufacturers or suppliers, provided that the materials warranty/guarantee provided by the manufacturers or suppliers will be the sole responsibility of said manufacturers or suppliers and no liability or responsibility for materials shall form part of this guarantee.



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