



Sampson Electrical Contractors Pty Ltd  
ABN 46 158 926 044  
Unit 2, 20 Gibberd Road, Balcatta  
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[service@sampsonelectricalcontractors.com](mailto:service@sampsonelectricalcontractors.com)  
[www.sampsonelectricalcontractors.com](http://www.sampsonelectricalcontractors.com)

## **Terms, Conditions, Qualifications & Exclusions**

### **SAMPSON ELECTRICAL TERMS & CONDITIONS OF SALE**

**(Mandatory Terms and Conditions to be included in all Tender Letters)**

#### **1. Definitions**

SAMPSON ELECTRICAL CONTRACTORS Group of Companies means SAMPSON ELECTRICAL CONTRACTORS Pty Ltd. SAMPSON ELECTRICAL CONTRACTORS shall mean any member of the SAMPSON ELECTRICAL CONTRACTORS Group of Companies.

#### **2. Commercial Conditions**

SAMPSON ELECTRICAL CONTRACTORS Group Limited (SAMPSON ELECTRICAL CONTRACTORS) reserves the right to negotiate the commercial conditions.

#### **3. Terms of Payment**

a. Terms of Payment are strictly within FOURTEEN (14) Days of the date of SAMPSON ELECTRICAL CONTRACTORS correctly rendered invoice, by progress claim or as negotiated. Payments by Credit Cards will incur a surcharge of 4.2% for American Express and 2% for Visa and MasterCard.

**OR**

b. Our Terms of Payment are strictly 30 days from the date of our monthly progress claim and/or final invoice and are not to be delayed because of delays of payment by your client.

#### **4. Validity Period**

Unless otherwise stated in the Proposal, this price shall remain Fixed, Firm and Valid for a period of Thirty (30) days from date of submission, and hereafter it may be subject to confirmation or review. Prices may be subject to currency exchange variations prior to acceptance of the customer's order.

#### **5. Liquidated Damages**

Liquidated Damages for contract works will be limited to a maximum of five percent (5%) of our original contract value excluded prime costs and contingency sums.

#### **6. Limiting Liability**

Global indemnities are unacceptable in the absence of an overall limitation of liability (excluding insurance related claims). Indemnities are not to include consequential losses or legal costs on any cost basis.

#### **7. Asbestos /PCB's / Hazardous Substances**

The tender price is based on the assumption that the work for which this tender is provided (The Works) will be executed in an asbestos / PCB / hazardous free environment. The builder/client shall accept full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of asbestos / PCB's/ hazardous substances or asbestos / hazardous contaminated materials in or about the site on which The Works or any part thereof are to be performed.

#### **8. Hours of Work**

a. SAMPSON ELECTRICAL CONTRACTORS offer is based on 5 day 8 hour ordinary working week between Monday to Friday unless otherwise specified in the Proposal or Scope of Works. Outside these hours additional charges may apply.

**OR**

b. This offer provides for the work to be carried out on the basis of a 5 day ordinary working week, Monday to Friday inclusive, with a rostered day off every two/four weeks.

#### **9. Warranty**

We warrant SAMPSON ELECTRICAL CONTRACTORS work for 365 days from date of practical completion. Such warranty is considered to be Null and Void should a second or third party tamper with or alter SAMPSON ELECTRICAL CONTRACTORS's works. Unless otherwise stated in SAMPSON ELECTRICAL CONTRACTORS's proposal third party Vendor warranties will not apply to this quotation.

#### **10. Retention**

In lieu of normal cash retention, we elect to provide a Bank Guarantee (2 x 2.5% Bank Guarantees) as security to bond the whole of the contract for the specified period.





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#### **11. Variations**

Reasonable period within which claim must be assessed (no stock piling of claims).

Reasonable period for submitting notices (back-to-back with the head contract minus 2 business days).

If there is a power to delete work the basis for costing deleted work must be the subcontractor's allowed cost, not the head costs.

#### **12. Scope**

Allowance only made for work shown on documents provided during the tender process (if additional documents not previously provided are referenced in the contract they are to be deleted).

#### **13. Health, Safety and Environment (HSE)**

All SAMPSON ELECTRICAL CONTRACTORS staff are required to work in accordance with our HSE policy. We reserve the right to inspect a designated place of work and withdraw SAMPSON ELECTRICAL CONTRACTORS staff if we judge that the working environment is unsafe or impact on the environment.

#### **14. Power of Attorney**

SAMPSON ELECTRICAL CONTRACTORS Group will not relinquish its power of attorney rights for any contractual reasons.

#### **15. Design**

No responsibility for existing overall design (limited to minor items) unless paid to carry out design review or contract is a true design and construct. No responsibility for overall fitness for purpose (e.g. Capacity of system) unless paid to carry out design review or contract is a true design and construct.

#### **16. Allowances**

No allowance has been included for the payment of any SPECIAL ALLOWANCES to our employees engaged on this project unless specified in the Proposal. A requirement to pay such Allowances will therefore be treated as a variation.

#### **17. Return of Product**

No product is to be returned to SAMPSON ELECTRICAL CONTRACTORS for credit or exchange or otherwise without prior acceptance by SAMPSON ELECTRICAL CONTRACTORS. All returned products accepted by SAMPSON ELECTRICAL CONTRACTORS are to be returned in the original packaging with all supplied manuals, discs and leads provided.

**OR**

#### **Return of Goods**

Special conditions may apply to the return of active equipment including a restocking fee. Any special conditions can be provided by us at the time of order acceptance. In all cases, goods returned will only be credited in full to the Customer's account if returned in the same condition as delivered to the Customer initially and if returned and received by us within 21 days from the initial delivery.

#### **18. Tender Schedule**

We enclose a priced tender schedule based on our interpretation of the requested price breakdown for your information. Please be aware this tender schedule is indicative only and not to be used for additions, deletions and progress claim valuations.

**OR**

Progress payment schedules and a detailed price break up will be submitted on favourable consideration of our proposal following on from agreement with your construction and procurement program.

#### **19. Retention of Title**

All goods remain the property of SAMPSON ELECTRICAL CONTRACTORS until payment for such goods has been received by SAMPSON ELECTRICAL CONTRACTORS in total.



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#### **20. Cancellation of Orders**

Any committed purchase orders may be cancelled or rescheduled up to a maximum of three (3) calendar months from the scheduled installation start date. Any cancellation or rescheduling within the three month period may be subject to a cancellation or restocking fee to a maximum of 15% of the total project value. SAMPSON ELECTRICAL CONTRACTORS will on every occasion of cancellation attempt to return all equipment at no cancellation fee to the Customer. There is however no commitment to this by SAMPSON ELECTRICAL CONTRACTORS.

#### **21. Acceptance**

Quotations must be accepted in writing by an authorised representative of your organisation. Confirmation of acceptance can include fax, email or letter. Verbal confirmation will not be deemed as suitable notification of acceptance.

#### **22. Additional Works**

Any additional works to that specified in the agreed Scope of Works or SAMPSON ELECTRICAL CONTRACTORS Proposal will be carried out on an "Hourly rate plus materials" basis or at an agreed price.

#### **23. Proprietary Items and Documentation**

All documents and items provided to the customer by us are proprietary items and documents and as such will remain our property until ownership is transferred by Agreement or placement of a Purchase Order. All documents and items are to be treated as commercial in confidence and trade secret and are not to be disclosed, discussed or shown to any party without our consent.

#### **24. Force Majeure**

We will not be liable for any delay or failure to perform our obligations under this offer caused by any Force Majeure event.

#### **25. Exchange Rate**

Unless otherwise stated all imported product pricing included in our submissions will be based on current market rates at the date of the submission. Fluctuations over and above plus or minus 3% will constitute a variation to the quoted amount.

#### **26. Licensing**

Unless otherwise stated in the SAMPSON ELECTRICAL CONTRACTORS proposal, licensing for software, hardware or any other product dependant on a license or requiring licensing is not included in SAMPSON ELECTRICAL CONTRACTORS's proposal.

#### **27. Confidentiality**

The Client/Customer agrees to keep confidential and or not to use or disclose any of the information contained within this offer.

#### **28. Precedence**

Should there be inconsistency between the Quotation and these Terms & Conditions, then the Terms & Conditions will prevail to the extent of the inconsistency.

#### **29. Applicable Law**

The validity, interpretation and performance of this agreement shall be governed by the law of the state of works.

#### **30. Entire Agreement**

The Quotation & the Terms & Conditions constitute the whole agreement between the parties in relation to the subject matter and supersedes all other agreements whether written or verbal.



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PTY LTD  
EC008976

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#### **31. New Products**

SAMPSON ELECTRICAL CONTRACTORS warrants that the products and any spare parts under normal use and service will be free from defects in material and workmanship for the period of the manufacturer's warranty period. SAMPSON ELECTRICAL CONTRACTORS will, without costs being incurred by the Customer, repair or replace at SAMPSON ELECTRICAL CONTRACTORS's discretion, any parts which are found to be defective within this warranty and which are returned to SAMPSON ELECTRICAL CONTRACTORS, provided that:

- a. The Customer has made SAMPSON ELECTRICAL CONTRACTORS aware of the defective product within the specified manufacturer's warranty; and
- b. The product has not been damaged, subject to misuse, altered or repaired or improperly maintained by the Customer or any other party in a manner which SAMPSON ELECTRICAL CONTRACTORS reasonably determines to have adversely affected performance or reliability any item replaced under warranty will carry a new product warranty from the date of replacement.





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The offer contained in this document, should be read in conjunction with SAMPSON ELECTRICAL CONTRACTORS's Terms and Conditions of Sale (see Appendix A). Further, SAMPSON ELECTRICAL CONTRACTORS's offer is subject to the following Qualifications and Exclusions:

#### QUALIFICATIONS

**1. Electrical Works** in compliance with State Electrical Safety Act and SAMPSON ELECTRICAL CONTRACTORS Live Work policy, live electrical work will not be performed. Therefore, it may be necessary to disconnect power to part or all of customer's premises to successfully and safely complete the works covered in our quotation.

**2. The Unit Rates** quoted are for additional work only and have been assessed on work being carried out during the normal sequence of the building construction. Any unit rates specified for deletions would be subject to negotiation.

**3.** All hoisting and lifting required for the installation would be made available free of hire charges to SAMPSON ELECTRICAL CONTRACTORS.

**4. Escorts / Security** - If a customer requires that SAMPSON ELECTRICAL CONTRACTORS staff are escorted or accompanied by security personnel while on the customer's premises, the customer is responsible for providing the escort / security and payment for all costs associated with the provision, any delays while waiting for an escort will be treated as a variation.

**5. Trenching** - Unless otherwise stated in the SAMPSON ELECTRICAL CONTRACTORS proposal all trenching will be effected by standard excavation means, standard excavation will include but not be limited to chain diggers, backhoes and excavators.

Vacuum diggers and similar machinery are not included nor deemed to be standard excavation machinery.

We have made no allowance for trenching that requires dewatering from in ground water using dewatering equipment or the provisions any form of sediment control.

**Rock Excavation** - The excavation and removal of rock or rocklike substances is not included within our offer. If encountered, the additional cost incurred on the actual quantity of excavation material would be TBA.

#### OR

**Rock** shall be defined as reef-shale, rock, concrete, masonry, or cemented conglomerate having the appearance or consistency of rock, and which would normally be loosened by blasting, or by pneumatic tools, or excavated by hand with sledge hammers, or requiring removal by mechanical means.

a. Negotiated

b. \$xxxx per cubic metre of excavated materials plus removal from site

#### 6. Supply Authority Charges

Our tender makes no allowance for any Supply Authority Charges associated with:

a. Connection fees;

b. High voltage supply;

c. Equipment;

d. Sub-station establishment;

e. HV metering;

f. LV metering, and g. Shutdowns.

If any such costs are applicable they would be additional to our tender price.

**7. Earth Electrodes** - No allowance has been made in this tender for special compounds, grouting and drilling through rock or rocklike substances for placing of electrodes. If encountered, then the additional cost incurred would be a variation.

#### 8. Conduits/Ducting

Where conduits and ducting are existing or provided by others, such conduits/ducting should be:

a. Ready to accept cabling, b. Adequate and useable,



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- c. Of dimensions stated, d. Fixed in location,
  - e. Contain useable draw-wires for the purpose of installing cables,
  - f. Designed and sizes to suit the intended cable installation in accordance with Australian standards.
- 9. Demolition** - In our quotation we have included to isolate all the main electrical power to the floor area to be demolished. Actual demolition of the existing lights, power points and other electrical equipment is to be carried out by the builder on site.
- 10. Sub-Mains** - We have allowed to supply and install sub mains, as type and size shown on the drawings.
- 11. Cable Clause**
- a. Cables type and size as shown in schedule
  - b. Due to the extremely volatile price of copper the cable manufacturers will only hold their prices for 24 hours. Cables will be priced at the date of despatch. Please be aware that copper is likely to continue upwards. All copper cable in this project have been based on the prevailing per tonnage rate of \$xxxx per tonne at xxxx and for the duration of this project the pricing of all copper cable is subject to rise and fall as per the published tonnage rate.

### **EXCLUSIONS**

#### **1. Work to be carried out by Builder -**

We would require the following work to be carried out by the Builder at no cost to SAMPSON ELECTRICAL CONTRACTORS.

- a. All penetrations through floors, walls and ceiling, if required, and sealing after installation of cables, etc;
- b. All chasing of floors, walls and ceilings if required and making good including painting;
- c. The setting out and provision of openings in suspended and plaster type ceilings for all recessed light fittings, speakers etc. and also provision of adequate supports to allow the installation of light fittings etc, recessed or surface;
- d. Provision for wiring access to face brick work and block work;
- e. Removal and replacing of ceiling tiles;
- f. Temporary electrical services;
- g. Joinery - No allowance has been included for the alteration of Joinery or the provision of any additional Joinery resultant from the installation works; and
- h. Painting - No allowance has been included for the painting of our installed items/equipment to match the existing facilities.

**2. Chasing, Brickwork and Ceiling Tiles** - no allowance has been included for the CHASING or MAKING GOOD of Brickwork or Rendered Surfaces. Whilst all due care will be used in removing and replacing ceiling tiles, no allowance has been included for the replacement of tiles broken during installation work.

**3. Site Hutment** - no allowance has been included for the supply of site hutment, messing facilities or lay-down areas.

**4. Suitable scaffolding** is to be provided by others at all work faces that cannot be accessed via scissor lifts, ladders and mobile platforms. The scaffold is to be complete without the need for modification of assembly by our personnel and in sufficient time to enable the installation to be carried out without any delays or interruptions.



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#### **AV QUALIFICATIONS**

1. The services costs provisioned in this offer assume that the quoted works shall be performed during 'normal' business (trades) hours (*ie.* between 7.30am-5.00pm Monday to Friday) and shall include;
  - a. Project Management;
  - b. Installation;
  - c. Commissioning;
  - d. Control System Programming;
  - e. End user training;
  - f. Freight and equipment storage;
  - g. Hardware, consumables, cabling and connectors; and
  - h. As built system documentation (Supplied as pdf file only. Other file formats available upon application. Additional costs will occur).
2. Where noted, Owner Furnished Equipment shall denote (OFE).
3. It is assumed that all client-supplied (OFE) equipment is in good condition, fully functional and includes all required accessories, remote controls, manuals etc.
4. The price provided is an estimate subject to a site inspection.
5. **Design** - where specified or requested within the tender enquiry documents, we have provided for the design of the services to be supplied or installed by us. The design of equipment to be supplied and or installed by others would be the responsibility of the client or suppliers.
6. **Project Lead Time** - A lead-time of 30 days may be required to expedite materials and labour unless otherwise stated in the Proposal.
7. **Down Time** - This project has been tendered on the basis of a smooth, uninterrupted flow of works. No allowance has been included for lost time due to down time caused by others. Costs incurred by us for lost time will be charged to the customer's account if the down time cannot be mitigated by scheduling alternative work.
8. **Equipment Supplied by Others** - If equipment and devices are supplied by others, SAMPSON ELECTRICAL CONTRACTORS's Proposal is based upon them being suitable for the required purpose. Such items are to be delivered to us prior to the required installation time.

#### **AV EXCLUSIONS**

Unless otherwise stated in this offer, the following works are NOT provided by SAMPSON ELECTRICAL CONTRACTORS and are excluded from the submission.

1. **Electrical Works**, including:
  - a. Electrical cabling, GPO installation, relocation and/or terminations;
  - b. Data/Communications cabling and/or services (IP, ISDN, & POTS); and
  - c. Provision of light fittings, cabling, switches, dimming equipment and/or circuit protection equipment.
2. MATV and infrastructure required for free to air TV or Pay TV reception.
3. **Video Conferencing**;
  - a. SAMPSON ELECTRICAL CONTRACTORS takes no responsibility for the connectivity configuration of the Video Conference systems (ISDN or IP);
  - b. SAMPSON ELECTRICAL CONTRACTORS will commission and test VC systems with the lines provided at the time of installation; and
  - c. Should further configuration be required after commissioning - standard service rates will apply.
4. Hire of elevated platforms for slab to slab heights of more than 3.8m.



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5. Remote site costs.
6. Testing and tagging of electrical cables (price available on request).
7. No allowance has been made for the control of motorised and electrical room devices such as blind and shade, air-conditioning and lighting.

