Terms and Conditions of Trade.

No one likes the small print.

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Our terms of trade set out what we will deliver to you and what we expect from you. The last thing we want is a mismatch in understanding and a poor outcome for you, the homeowner or business.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **Ingwe Services Pty Ltd t/a Ingwe Electrical** to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions, please contact us on our **0435 644 255 or email us at admin@ingweservices.com.** If you are unhappy with the work we provide, or have any problems or comments, please let us know immediately. We will do our best to fix any problems right away. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride in what we do and would love for you to use us again and tell your friends. You can be sure that we want you to get the outcome you are after, as much - if not more- than you do.

You can contact us the following ways:

Mobile Number

(+61) 0435 644 255

Text

(+61) 0435 644 255

Email

Admin@ingweservices.com

Or

werner@ingweservices.com

Terms of Trade

Ingwe Services Pty Ltd t/a Ingwe Electrical

ABN 71 693 735 590

Date: 15/12/2025

Thank you for choosing us.

Please read the terms of trade listed below. You can accept these terms by clicking on the link in the email that this document was attached to. These terms need to be accepted before we begin work at your property.

1. Application of Terms of Trade

1.1…. These terms apply to all trade between **Customer** and **Ingwe Services Pty Ltd t/a Ingwe Electrical** These terms are effective from the above date until these terms of trade are replaced by another document. Unless the context requires otherwise, the following definitions shall apply to these terms of trade.

2. Definitions : Unless the context requires otherwise, the following definitions shall apply to these terms of trade:

2.1…. Ingwe Services Pty Ltd t/a Ingwe Electrical means '**The Company Limited**' and any of its related companies who have supplied goods or services. This also includes the successors and assignees of those companies. "**Customer**" means the customer who opened an account or the person that the account was created for. These terms of trade include the Customer's trustees, executors [if an individual or successors], permitted assigns, and/or administrators.

2.2….**"Goods"** means the goods supplied to the Customer by **Ingwe Services Pty Ltd t/a Ingwe Electrical** which are described by item or indicated on the invoice associated with those goods. This also includes any packing or delivery slip supplied by **Ingwe Services Pty Ltd t/a Ingwe Electrical** in respect of the goods.

2.3….**"PPSA"** means the Personal Property Securities Act 1999 and associated regulations, as amended from time to time.

2.4….**"PPSR"** means the Personal Property Securities Register under the PPSA.

3. Payment

3.1…. The Customer shall pay in full for the goods and services no later than the date specified on the Company's invoice. The Customer shall not have any right of set-off or deduction against the required payment or on account of any money which **Ingwe Services Pty Ltd t/a Ingwe Electrical** may owe the Customer. If the Customer fails to pay the full amount due, on or before the due date, **Ingwe Services Pty Ltd t/a Ingwe Electrical** (without prejudice to its other rights and remedies) shall be entitled to charge the Customer interest on the amount outstanding from due date until payment.

3.2…. The price for the goods and services supplied by **Ingwe Services Pty Ltd t/a Ingwe Electrical** shall become immediately payable, regardless of any other terms of payment, and **Ingwe Services Pty Ltd t/a Ingwe Electrical** may take immediate action to recover the price. This includes if the Customer is in default under any agreement with **Ingwe Services Pty Ltd t/a Ingwe Electrical** or commits an act of insolvency or bankruptcy, goes into liquidation, receivership or voluntary administration, enters into a creditors' composition, or has its credit standing impaired in any way.

4. Withdrawal of Credit

4.1…. **Ingwe Services Pty Ltd t/a Ingwe Electrical** may at any time, in its sole discretion, withdraw the provision of credit to the Customer.

5. Delivery and Return

5.1…. Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from **Ingwe Services Pty Ltd t/a Ingwe Electrical** premises or collected by the Customer or the Customer's agent. All carriers of goods are deemed to be agents of the Customer.

5.2…. **Ingwe Services Pty Ltd t/a Ingwe Electrical** may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by **Ingwe Services Pty Ltd t/a Ingwe Electrical** (whether payment is due or not).

5.3…. If **Ingwe Services Pty Ltd t/a Ingwe Electrical** is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) **Ingwe Services Pty Ltd t/a Ingwe Electrical** may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.

5.4…. Goods will only be accepted for return with the prior approval of **Ingwe Services Pty Ltd t/a Ingwe Electrical**. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by **Ingwe Services Pty Ltd t/a Ingwe Electrical.**

6. Risk

6.1…. Goods are at the sole risk of the Customer upon delivery in accordance with clause 4.1 whether received by the Customer or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to the Customer.

6.2…. The Customer shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft. If the goods are lost, damaged or destroyed, the Customer must agree to make a claim against the insurance policy with respect to the lost, damaged or destroyed goods, and to immediately pay the proceeds received to **Ingwe Services Pty Ltd t/a Ingwe Electrical** The Customer will remain liable to The Company for any shortfall in the insurance proceeds.

7. Ownership

7.1…. Ownership of the goods shall not pass on to the Customer until the Customer has paid for the goods in full. In addition, any proceeds of the sale of goods that has not paid for shall belong to The Company.

7.2…. Notwithstanding the provisions of clause 6.1 regarding **Ingwe Services Pty Ltd t/a Ingwe Electrical** ownership of any sale proceeds, until the ownership of the goods has passed on to the Customer, the Customer shall not be entitled to sell or deliver possession of the goods to any other person.

8. Enforcement and PPSA

8.1…. The Customer irrevocably gives **Ingwe Services Pty Ltd t/a Ingwe Electrical** and its agents the right to enter upon the Customer’s premises (including leased premises), without giving notice and without being in any way liable to the Customer, if **Ingwe Services Pty Ltd t/a Ingwe Electrical** has cause to exercise any rights it has under section 109 of the PPSA.

8.2…. The Customer indemnifies **Ingwe Services Pty Ltd t/a Ingwe Electrical** for any and all costs associated with the enforcement of these terms of trade, including legal costs on a

solicitor/client basis. This includes; but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

8.3…. The Customer waives its right under the PPSA to receive any verification statement from **Ingwe Services Pty Ltd t/a Ingwe Electrical**.

8.4…. The Customer shall immediately notify **Ingwe Services Pty Ltd t/a Ingwe Electrical** in the event that the Customer changes its name.

9. Representations, Warranties, Terms and Conditions

9.1…. To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between **Ingwe Services Pty Ltd t/a Ingwe Electrical** and the Customer. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to the supply of goods or services by **Ingwe Services Pty Ltd t/a Ingwe Electrical** to the Customer where the Customer acquires, or holds himself or herself out as acquiring, the goods or services for the purposes of a business.

9.2…. If **Ingwe Services Pty Ltd t/a Ingwe Electrical** shall be under any liability whatsoever to the Customer then whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the Customer may be entitled at law or in equity, such liability shall be limited to the price at which the goods or services are supplied to the Customer. This includes the actual loss or damage suffered by the Customer, whichever shall be the lesser.

9.3…. Under no circumstances will **Ingwe Services Pty Ltd t/a Ingwe Electrical** be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

10. Privacy

10.1…. The Customer agrees that **Ingwe Services Pty Ltd t/a Ingwe Electrical** may obtain information about the Customer from any person, including any credit assessment or debt collection agency, for any purpose being in the course of **Ingwe Services Pty Ltd t/a Ingwe Electrical** business, including credit assessment and debt collecting. The Customer consents to any person providing **Ingwe Services Pty Ltd t/a Ingwe Electrical** with such information.

10.2…. The Customer agrees that **Ingwe Services Pty Ltd t/a Ingwe Electrical** may use, for lawful purposes, any information it has about the Customer relating to the Customer's creditworthiness.

10.3…. Without limiting the provisions of clauses 9.1 and 9.2, the Customer understands that:

a) **Ingwe Services Pty Ltd t/a Ingwe Electrical** is asking the Customer for personal information about the Customer for the purpose of:

i. obtaining a credit report on the Customer to help assess the Customer's creditworthiness for the purpose of **Ingwe Services Pty Ltd t/a Ingwe Electrical** opening or reviewing a trading account for the Customer, and.

ii. registering the security interest created by clause 6.1 under the PPSA;

b) **Ingwe Services Pty Ltd t/a Ingwe Electrical** will give the Customer's personal information to:

i. a credit checking bureau of The Company's choice and that bureau will hold that information on their system and use it to provide their credit reporting service, and

ii. the Registrar of Personal Property Securities and the Registrar will hold that information on the PPSR which will be available for searching by the public in accordance with the PPSA;

c) The credit reporting bureau will provide **Ingwe Services Pty Ltd t/a Ingwe Electrical** with information about the Customer for the purposes outlined in clause 9.3(a)(i), and when other customers of the credit checking bureau use the credit reporting service the credit checking bureau may give the information to those customers too.

d) The Company may use the credit checking bureau's credit reporting services in the future for purposes related to the provision of credit to the Customer (including personal credit checks against the Customer), and this may include the use of monitoring services to receive updates if any of the information held about the Customer changes.

e) If the Customer defaults in the Customer's payment obligations to **Ingwe Services Pty Ltd t/a Ingwe Electrical**, information about that default may be given to the credit reporting bureau and may be provided to other users of that service other than the Customer.

f) The Customer has a right of access to, and may request correction of, personal information held by **Ingwe Services Pty Ltd t/a Ingwe Electrical** or a third party about the Customer. For those purposes, the Customer understands that he or she may contact

Ingwe Services Pty Ltd t/a Ingwe Electrical at the address set out in the application for credit account to which these terms of trade relate, for information.

11. Amendment

Ingwe Services Pty Ltd t/a Ingwe Electrical may amend these terms of trade from time to time. The Customer shall in respect of the supply of any particular goods or services by **Ingwe Services Pty Ltd t/a Ingwe Electrical** to the Customer be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request at the local branch office of **Ingwe Services Pty Ltd t/a Ingwe Electrical.**

12. General

12.1…. Unless expressly provided otherwise in any written agreement between **Ingwe Services Pty Ltd t/a Ingwe Electrical** and the Customer, these terms of trade, and the application for credit account to which these terms of trade relate, constitute the entire agreement between **Ingwe Services Pty Ltd t/a Ingwe Electrical** and the Customer relating to the supply of goods and services by **Ingwe Services Pty Ltd t/a Ingwe Electrical** to the Customer.

12.2…. Each provision of these terms of trade is severable in whole or in part and, if any provision is held to be illegal or unenforceable for any reason, only the illegal or unenforceable provision shall be affected and the remainder of these terms of trade shall remain in full force and effect.

12.3…. These terms of trade and the application for credit account to which these terms of trade relate shall be construed in accordance with and be governed by the laws of the Country you reside in. **Ingwe Services Pty Ltd t/a Ingwe Electrical** and the Customer shall submit to the non-exclusive jurisdiction of the Courts in your Country.