

iMaGroup of Companies Terms and Conditions

Definitions:

“iMaGroup” means any entities in which operate under the iMaGroup Group of Companies, including Hiettec corp Pty Ltd ATF Hiette Unit Trust, IMAGROUP (Townsville) Pty Ltd, IMAGROUP (Brisbane) Pty Ltd, Copal Pty Ltd and Chilled Heat Pty Ltd and encompassing the trading names iMalekky, iMafridgey, Apollo Solar, Koolheat, Fardell Electrical, Chilled Heat Refrigeration and Airconditioning, O'Brien Electrical & Solar - Townsville Central, O'Brien Electrical & Solar - Underwood, O'Brien Electrical & Solar - Forster, O'Brien Electrical & Solar - Hervey Bay and iMaGroup

“Client” means the person or entity that is engaging iMaGroup for the work contracted, or the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by any entity operating under iMaGroup Group of Companies.

“Services” mean all Services supplied by any entity under the iMaGroup Group of Companies to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

“Goods” mean Goods supplied by any entity under the iMaGroup Group of Companies to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and areas described on the invoices, quotation, work authorisation or any other forms as provided by any entity under the iMaGroup Group of Companies to the Client

1. Acceptance of Terms: Engagement with any iMaGroup entity by placing and order or signing a contract or accepting an appointment for services, signifies acceptance of these terms, which supersede prior agreements unless amended in writing by an authorised representative.

2. Taxation: Any new or additional taxes affecting project costs or in the event that at any time during the term of the contract any new or additional taxation is imposed which effects the cost of materials, services or labour associated with the works, or which may apply to the total invoiced costs, during the contract term will be added to the contract sum at iMaGroup's discretion.

3. Payment Terms:

Long-Term Projects (Including Construction): Progress claims for projects exceeding one week include fixed or unfixed materials on site, project-specific electrical switchboards, mains and sub-mains cabling, and off-site stored materials. Initial claims may include a mobilization fee up to 10% of the contract value. All approved variation works in progress. 80% of all unapproved variations of works in progress.

In addition, initial progress claims will also include up to 10% of the contract value for mobilisation, project setting up, commitment to initial procurement of materials and subcontracts and other costs and obligations incurred at the commencement of the project.

For Special Order Materials eg. Light Fittings: Monthly progress claims based on the following milestones: 20% on placement of order, 50% on delivery, 25% on completion of fit out, 5% on completion of works testing.

Short-Term Projects (Including Air-conditioning and Solar Installations): Payment is due within 7 days of invoicing for clients with an approved credit application. All clients without an approved credit application, the terms for payment are either on the day of installation commencing, not completion, or before.

General Service Works: Will be invoiced to the Client upon completion of the work and payment is due on the day of invoicing, unless an approved credit application is in place with the client, outlining the agreed terms.

General Payment Terms: Notwithstanding that iMaGroup may from time to time offer extended terms of payment to certain clients, it reserves the right to require full payment of all indebtedness upon completion, or where approved, within 7 days of the date of invoice relating to the delivery of goods or provision of services. If payment becomes overdue, iMaGroup reserve the right to cease work regardless of site deadlines, liquidated damages, or any other extenuating circumstances, until the account is settled. Overdue payments will incur a 2% weekly interest charge.

4. Recovery Costs: iMaGroup reserve the right to charge all costs incurred or which may be incurred in recovering or attempting to recover any goods or amount owed by the customer. These costs incurred in recovering goods or amounts owed, including but not limited to debt collection fees, legal fees, court costs etc. will be charged as additionally to the customer, over and above any charges for the works conducted. Any part payment shall firstly be credited against interest first and then debt recovery charges next and outstanding balances.

5. Return of Goods: Returns authorised by iMaGroup are subject to restocking fees and must be requested within seven days of delivery.

6. Cancellation of Works/Wasted Trips: iMaGroup reserves the right to charge a once off cancellation fee of \$250 for works cancelled outside the 10-day cooling off period applicable too all of our Contracts for Work. This is inclusive of "Wasted Trips" defined as a confirmed appointment made by the Client in which the Client has not been home, not available or refused entry to our personnel.

7. Non-Payment: iMaGroup reserves the right to disable systems, either remotely or onsite by any means necessary, for items not paid for and will re-commission upon payment. iMaGroup at the cost to the Client and as an additional charge to the original contracted works. The Client gives iMaGroup personnel permission to enter their site to decommission these items in the event of this clause becoming active.

8. Installation Integrity: The client is responsible for ensuring the structural integrity of the installation site, including necessary engineering assessments. Unless specifically mentioned as an inclusion in the contract for work, any existing building deficiency (or potential upgrade required) to the structural integrity of a building, is to be completed by the owner, prior to commencement of work. iMaGroup expect that the owner of the building, conducted their own investigations (at their own cost) into the ability of their structure to carry the weight of the equipment being installed, with a qualified and licensed structural engineer, prior to work commencing. By the Client accepting, the installation appointment, iMagroup are making the presumption that this investigation has been completed prior to commencement and will proceed on this knowledge. iMaGroup will be forthcoming with any product specifics, should they be requested, for this process to occur.

9. Roofing Materials: iMaGroup is not liable for roof damage or shading issues affecting solar product efficiency. When installing products on many different and varying roofing materials, there is risk to the roofing material being damaged. These materials all carry risk of damage, when walking on and installing products on them. Due to the varying age and condition of the roofing material present on different sites, iMaGroup cannot guarantee that no damage will be sustained or caused to the roof, during the process of the installation. iMaGroup take great care to avoid damage to the materials, but roofing materials such as Aluminium Sheeting, Decromastic Tile, Trim deck, Corrugated Iron and Ceramic Tiled roofs may sustain damage from the nature of the installation. iMaGroup take no responsibility for any damage caused and the owner, by accepting our conditions, by placing an order, understands the risks involved with the installation and that the damage may be sustained and may result in repairs or replacements (at the owner's cost) being required to the roofing material, post installation.

10. Product Placement and Shading: When installing solar products, careful attention is required to ensure that the products, to work effectively need access to the sun. iMaGroup and its installers, always take care to avoid shading, of solar products, when installing.

However, due to the many and varied potential obstacles on a roof or structure the products are being installed on, it is possible at certain times of the year that shading can occur. iMaGroup takes no responsibility for trees or natural occurring obstacles that can cause shading and removal or maintenance of these obstacles, to avoid shading on the solar products, remains the sole responsibility of the owner of the property.

Where an obstacle is not possible to be removed or maintained, iMaGroup is not responsible for the shading that this may cause and loss of outputs. Clients accept responsibility for the placement of installed products upon signing completion documents.

11. Reimbursement or Claims for Compensation: iMaGroup will not be responsible for any financial reimbursement or compensation to the owner for loss of production, diminished outputs, reduced outputs caused from acts of god/nature, manmade or naturally occurring obstacles and objects, electricity network issues, delays by manufacturers, suppliers, warranty processes, governmental bodies approving the system, including but not limited to metering issues, power quality issues and organisational delays.

12. Site Requirements: iMaGroup assumes provision of site ablutions and amenities by the client and charges will be applied for special payments, inductions, or access issues.

13. Confidentiality and Intellectual Property: Client information, iMaGroup marketing material, proposals and technical data provided to the Client are confidential and remain the property of iMaGroup.

14. Hazardous Materials: The Clients bear responsibility for hazardous material issues existing on site.

15. Warranty: iMaGroup workmanship is warranted for a period of 1 year from installation unless otherwise stated on the contract for work, with specific and individual manufacturer warranties applying to the individual supplied parts. iMaGroup warranty liability is limited to making good or replacement of those parts of supply, if found to be incorrectly connected or fitted. Where parts or goods are defective which have been supplied to iMaGroup by others, these are subject to that manufacturer or suppliers' warranty only. The manufacturer will be responsible for their own warranty and iMaGroup accepts no responsibility or liability for manufacturer warranty claims and findings.

16. Insurance and Liability: The iMaGroup of Companies holds comprehensive insurance coverage to safeguard its assets and cover third-party liabilities attributable to its proven negligence. Within the framework of this insurance policy, the group does not endorse shared liability, subrogation waivers, indemnity clauses for unspecified causes, or agreements that absolve other parties from responsibility. The policy also excludes endorsements for rectification works, frustration of contractual obligations, or any consequential losses. Decisions regarding the assumption of liabilities beyond the standard insurance provisions rest solely with the discretion of the iMaGroup, guided by established business practices and commercial considerations. HBCF Insurance - Where Home Building Compensation Fund insurance is required under NSW law, the applicable HBCF premium, statutory charges, brokerage, intermediary and administration fees are payable by the Owner in addition to the Contract Price. Where the exact cost of HBCF cover is not known at the date of the Contract, a reasonable estimate may be stated and the amount payable by the Owner will be adjusted to reflect the actual cost incurred in obtaining the required cover. The final HBCF amount will be separately itemised on the relevant invoice.

17. Non-Solicitation: Clients agree not to solicit iMaGroup employees or engage them in any capacity without written permission from the CEO of iMaGroup.

18. Force Majeure: iMaGroup is not liable for delays or failures to perform due to events beyond its control.

19. Definitions and Privacy: Defines key terms and outlines the use of personal information in accordance with privacy laws.

20. Privacy and Data Protection: iMaGroup commits to protecting client privacy and adheres to data protection policies, ensuring personal information is used solely for service delivery and not shared without consent from the Client. All "personal information" (as defined in the Privacy Act 1988 (Cth)) supplied by the Customer (including any Credit

Information) will be used by iMaGroup for the purpose of processing this Credit Application and, subject to approval of the Application, will be used to administer the Trading Account ("primary purpose"). Personal information will not be disclosed to third parties unless this is consistent with the primary purpose or the disclosure is required or authorised by law. For the purpose of enforcing its rights under this Agreement, iMaGroup may at times be required to disclose personal information to third parties such as debt collection agencies and legal service providers.

21. Amendments and Modifications: Terms may be amended or modified only with the written consent of an authorised iMaGroup representative.

22. Severability: If any provision is invalid or unenforceable, the remaining provisions continue in full effect.

23. Jurisdiction: These terms and conditions are governed by the laws in force and applicable in Queensland. The Parties submit to the exclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts in relation to any proceedings in connection with this agreement.

24. Delays/Prolongation: Unless otherwise agreed in writing all quotations and contracts for work have been based on the understanding that the contract will be carried out as one continuous project, devoid of delay and with the provision of equipment and services by others as and when needed. Hold over time, waiting time, industrial disputes, inclement weather or any other time spent because of delays/prolongation caused by others will be charged at the applicable agreed or contracted hourly rates. iMaGroup also reserves the right to claim for additional costs where the client requests acceleration of the works to meet revised programming.

25. Site Conditions: This quotation is valid only if the site equipment/plant is in the same condition as stated when this quotation was prepared. Any additional costs incurred due to changes or further damaging of equipment by others will be deemed to be a variation to the contract.

26. Performance and Performance Data: Performance data provided by us is based on our experience and from up to date regularly calibrated test equipment. Please be aware we can accept no liability if performance parameters are changed by the customer at the site after final testing and verification.

27. Normal Working Hours: All written and verbally communicated prices are based on a standard 8-hour day, working hours 8.00am to 4.00pm Monday to Friday. All work performed outside normal standard working hours may incur additional costs at penalty or overtime rates at iMaGroup's sole discretion.

28. Australian Standards AS2987: Unless otherwise agreed in writing all quotations and contracts for work For any matters not specifically addressed in the relevant documentation, iMaGroup's offer is based on AS2987 "General conditions of contract for the supply of equipment with or without installation".

29. Construction Industry Payments Act 2004: All payment claims are made in accordance with the provisions of the "Building and Construction Industry Payments Act 2004.

30. Precedence: In the event of conflict between these conditions and those which may be included in, or implied by any document forming part of an enquiry, specification, quotation, order or contract, than these conditions prevail except in as far as they are expressly varied by us in writing or by law.

31. Information and Drawings: All descriptive specifications, illustrations, drawings, dimensions etc., furnished by us are approximate only and are intended to be by way of general description of the goods or service and do not necessarily form part of the contract unless specifically identified as such by us in writing.

32. Electrical Safety: If during the course of an installation when works are been conducted within and around switchboards, that if the same is found defective or deemed to be unsafe by a Licensed electrician, the Client will immediately be notified. The power if isolated will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to the relevant regulations. All costs associated with the rectification works including materials and labour will be quoted and shall be charged to the Client. The Client understands that it is their responsibility to pay for these rectification works.