

Terms of Trade

1. Definitions and interpretation

1.1 Definitions

ACL means the Australian Consumer Law.

Additional Charge means fees, charges or expenses for additional work performed at the Customer's request, or reasonably required to be performed due to unforeseeable or latent conditions.

Agreement means this document and the Proposal.

Business Day means a day that is not a Saturday, Sunday or public holiday.

Customer means the person identified on the Proposal and includes the Customer's agents and permitted assigns.

Delay Damages means Tall Order Electricals' reasonable Loss incurred due to delays caused by the Customer or its agent, including but not limited to the Customer's failure to provide instructions, directions, approvals, access, documents; a breach of this Agreement; or anything else that causes a delay beyond Tall Order Electrical' reasonable control. The calculation of the damages will be based on Tall Order Electrical' standard rates, and actual loss, damage or costs sustained by Tall Order Electrical. Tall Order Electrical' standard rates may be requested in writing by the Customer at any time.

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law.

Loss includes, but is not limited to, loss, damage, costs and expenses.

Materials means any goods supplied by Tall Order Electrical in the course of providing Services.

PPS Law means the *Personal Property Securities Act 2009* (Cth) (PPSA) and any regulation made at any time under the PPSA (each as amended from time to time).

Proposal means a Proposal by Tall Order Electrical outlining the Materials and Services that will be supplied.

Services means the services to be provided by Tall Order Electrical including but not limited to maintenance, automation, panel building, systems integration and as stated in the Proposal or as varied in accordance with this Agreement.

Site means the place where the Services will be carried out;

Special Projects refers to the specialised projects that Tall Order Electrical undertake which require unique electrical solutions, catering to the specific needs of clients, including capital expenditure (CAPEX) projects. These projects often involve larger, strategic initiatives for industrial sites that may already have routine electrical maintenance in place. However, Tall Order Electrical can undertake more complex and extensive projects beyond routine and general electrical Services. This includes but is not limited to customised electrical solutions tailored to specific client requirements and strategic project implementations.

Tall Order Electrical means Tall Order Electrical Pty Ltd (ABN 47 617 081 099), its successors and assigns or any person acting on behalf of and with the authority of Tall Order Electrical.

2. General

2.1 This Agreement applies to all transactions between the Customer and Tall Order Electrical relating to the provision of any Materials and Services. This Agreement takes precedence over any terms contained in a document provided by the Customer.

2.2 Nothing in these Terms of Trade excludes, restricts, or modifies the application of any provision of the Australian Consumer Law (ACL) or any liability under it in respect of the supply of goods and services to consumers. Under the ACL, consumers have certain rights which cannot be excluded, including guarantees that the

goods are of acceptable quality and fit for purpose, and that services are provided with due care and skill.

3. Proposals and Acceptance

3.1 Any Proposal issued by Tall Order Electrical is valid for 30 days from the date of issue. Notwithstanding this, prior to the Customer accepting the Proposal, Tall Order Electrical reserves the right to amend the Proposal at any time.

3.2 The Proposal is based on the cost of Materials available at the time of preparation of the Proposal. Where there is a delay in carrying out the Services or supplying the Materials caused by the Customer, the Customer is liable for any increase in the costs of the supply and installation of those Materials.

3.3 Tall Order Electrical will not commence the Services until the Proposal has been accepted by the Customer. The Customer may accept the Proposal by:

(a) instructing Tall Order Electrical verbally to proceed with the Services;

(b) making any payment to Tall Order Electrical; or

(c) signing the Proposal.

3.4 Where Tall Order Electrical provides an indication of the time period for the completion of the Services or delivery of the Materials, this time period is an estimate only.

3.5 Tall Order Electrical may in its absolute discretion refuse to provide Materials or Services where:

(a) Materials are unavailable for any reason;

(b) credit limits cannot be agreed upon or have been exceeded; or

(c) payment for Materials or Services provided to the Customer or any related body corporate or related entity or associate (as defined in the *Corporations Act 2001*(Cth) has not been received by Tall Order Electrical.

3.6 Where Tall Order Electrical identifies any error or omission in the Proposal after it has been accepted by the Customer, Tall Order Electrical will:

(a) provide written notice to the Customer as soon as practicable upon its discovery explaining the nature of the error or omission, the proposed rectification and any additional costs that may apply; and

(b) where the error or omission results in an increase to the amount payable by the Customer to Tall Order Electrical, either party may terminate this Agreement by written notice. (Clarity on 3.6 to 4.1)

4. Customer's Documents

4.1 The Proposal has been prepared based on, if appropriate, a site visit and associated scoping assessment as well as information and documentation provided by the Customer. The Customer warrants that Tall Order Electrical may rely upon that information and documentation to perform the Services. Where the information or documents are incorrect, uncertain, vague, ambiguous or contains discrepancies, the Customer acknowledges that Tall Order Electrical may vary the Proposal and impose an Additional Charge arising from the information or documents that have been provided to Tall Order Electrical.

5. Replacement Materials

5.1 Where the Materials specified in the Proposal are unavailable or there is a delay in the availability or supply of the Materials:

(a) Tall Order Electrical may substitute the Materials with another material of comparable quality, price, and characteristics to those initially specified in the Proposal; and

- (b) where the substituted Materials are of lesser quality, price, or characteristics than those in the Proposal, Tall Order Electrical will notify the Customer in writing prior to the provision or delivery of the substituted Materials. The Customer may accept or reject a lesser quality substituted Material or vary the contract following the process set out in clause 7. (cross-reference check)

6. Customer's cancellation of Proposal

- 6.1 Where a Proposal has been accepted, it cannot be cancelled by the Customer without Tall Order Electricals' written consent. The Customer acknowledges and understands that Tall Order Electrical has allocated time and resources towards fulfilling the Services set out in the Proposal and may have turned down other opportunities due to its limited resources. For this reason, the Customer acknowledges and agrees that, where it cancels, either in part or in whole, the Services set out in the Proposal, Tall Order Electrical is entitled to the lost profit it would have obtained if the Materials and Services had been performed in accordance with the Proposal. This includes any Losses sustained by Tall Order Electrical arising from the cancellation. Furthermore, the Customer agrees that no refunds will be provided for any payments made in relation to the Proposal, regardless of the reason for cancellation.

7. Subcontractors

- 7.1 Tall Order Electrical reserves the right to engage subcontractors to perform part or all of the Services under this Agreement.
- 7.2 Tall Order Electrical will ensure that any subcontractor engaged by it is suitably qualified and experienced to perform the tasks assigned to them.
- 7.3 The use of subcontractors does not relieve Tall Order Electrical of any of its obligations under this Agreement. Tall Order Electrical remains fully responsible for the performance of the Services and the actions of its subcontractors.
- 7.4 The Customer must not give instructions, directions, or approvals directly to any subcontractor engaged by Tall Order Electrical. All instructions, directions, and approvals must be communicated directly to Tall Order Electrical.

8. Variations

- 8.1 The Customer or Tall Order Electrical may request for the Proposal to be varied by providing a request in writing (the **Request**).
- 8.2 Where the Customer makes the Request, Tall Order Electrical will outline the additional Services and Materials required to comply with the request, the Additional Costs applicable and whether the time period to complete the Services will be delayed (the **Customer Variation**). The Customer may either accept or reject the Customer Variation in writing.
- 8.3 Where Tall Order Electrical makes the Request due to an issue in the instructions or documents provided by the Customer as outlined in clause 4, or where Tall Order Electrical is required to vary the Proposal based on any applicable law, regulation, code or authority (**Tall Order Electrical Variation**), Tall Order Electrical will explain the nature of the Tall Order Electrical Variation, the Additional Costs applicable and whether the time period to complete the Services will be delayed. If the Customer does not accept the Tall Order Electrical Variation, Tall Order Electrical may terminate this Agreement by written notice.
- 8.4 The time period to complete the Services will automatically be extended equal to the delay caused by the Request.

9. Work in progress

- 9.1 The Customer must provide free and uninterrupted access to the Site as reasonably required by Tall Order Electrical. This includes access to equipment such as scissor lifts, forklifts, and any other necessary machinery. The Customer must specify which equipment Tall Order Electrical is permitted to use. Additionally, the Customer must provide access to all necessary utilities and equipment on the Site. Despite granting this access, the Customer retains full ownership and control over all Site utilities and equipment.
- 9.2 The Customer must not give instructions, directions, or approvals to any of Tall Order Electricals' Site personnel, subcontractors,

material suppliers, or installers. All instructions, directions, and approvals must be communicated directly to Tall Order Electrical to ensure clear and consistent communication.

- 9.3 Customer must not obstruct, impede, or hinder Tall Order Electricals' capacity to provide the Services or deliver the Materials. This includes but is not limited to ensuring that all Site areas are free from debris, blockages, and other obstructions that could interfere with the execution of the Services.

10. Unforeseen circumstances

- 10.1 Tall Order Electrical is not liable for any delay or issues with the Site due to:
- (a) another supplier's prior work; or
- (b) a latent condition that was not visibly apparent at the time of providing the Proposal, or only became apparent during or after the installation of the Materials.
- 10.2 Where Tall Order Electrical is required to provide additional Services or supply additional Materials, Additional Charges will apply and Tall Order Electrical will use reasonable endeavours to comply with clause 8. (cross-reference check)

11. Delays Generally

- 11.1 Where there is a variation, any act or omission beyond Tall Order Electrical' control, or the Customer has breached this Agreement, then Tall Order Electrical will, within a reasonable time, advise the Customer of the cause and reasonable estimated length of the delay and a fair and reasonable extension of time to complete the Services will automatically be applied.

12. Services below the ground (clarity to suit Industrial)

- 12.1 The Customer will provide Tall Order Electrical with any approved plans of the dwelling or Site that indicate the location of services above and below the ground, if these are necessary to perform the Services below the ground. These plans typically detail the positioning of utilities and services such as drains, pipes, sewers, mains, and telephone and data cables.
- 12.2 If the Customer does not have immediate access to such plans, Tall Order Electrical shall extend reasonable assistance directing the Customer to where to find these plans, such as for example, a copy of the Customer's contract when they bought the property or Site.
- 12.3 Should the Customer fail to provide Tall Order Electrical with the location of services referred to above, then the Customer indemnifies Tall Order Electrical from any Loss incurred by Tall Order Electrical directly or indirectly arising from a breach of this clause by the Customer.

13. 'Do and charge'

- 13.1 The hourly rate for 'Do and Charge' work may be adjusted by Tall Order Electrical if Tall Order Electrical encounters unforeseen conditions or circumstances that require the use of specialised tools or machinery.
- (c) Should the 'Do and Charge' work extend beyond what was initially expected, Tall Order Electrical may present the Customer a revised Proposal, following the procedure set out in sub-clause 7 (cross-reference check) for the remaining work.

14. Tall Order Electrical' trading hours

- 14.1 Tall Order Electricals' normal trading hours are 7:00 am to 3:30 pm (difference between trading hours and work hours?) Monday to Friday, excluding Saturdays, Sundays, and public holidays. Standard work hours are Monday through Friday, with a typical working day being 10 hours, from 6:00 am to 6:00 pm, as this period typically coincides with normal operating or shutdown periods observed by most Customers. Services performed at the Customer's request outside these hours, including weekends, will be at Tall Order Electricals' discretion and may incur additional charges. Weekend work will attract penalty rates. Additionally, payment, premium rates, and a pandemic premium may apply to work conducted outside of the normal working hours or during special circumstances.

15. Invoicing and payment

15.1 Tall Order Electrical may in its absolute discretion, issue an invoice to the Customer in any one or more of the following ways:

- (a) For invoices under \$10,000, payment must be made within 14 days from the date of the invoice.
- (b) For invoices between \$10,000 and \$40,000, 50% of the total amount is required upfront, with the remaining balance due upon final completion of the Services.
- (c) For larger proposals exceeding \$40,000, payment terms will follow a structured schedule:
 - i. 40% upfront;
 - ii. 30% at a specified milestone;
 - iii. 20% at a subsequent milestone; and
 - iv. 10% upon final completion of the Services.
- (d) prior to commencing the provision of the Materials or Services, for an amount equal to the Proposal and Additional Charges where Tall Order Electrical has not previously carried out work for the Customer; (clarity for ongoing customers)
- (e) at the end of each week before the Services are completed for a proportion or the whole of the amount of the Proposal for work done to that point or for the purchase of the Materials; or
- (f) upon completion of the provision of the Materials or Services or any time where an amount was not previously invoiced, or an amount representing Tall Order Electrical' Additional Charges.

15.2 The Customer must pay an invoice issued by Tall Order Electrical within 14 days from the date of the invoice.

15.3 If any invoice is due but unpaid, Tall Order Electrical may suspend the Services and withhold the Materials until overdue amounts are paid in full.

15.4 The Customer is not entitled to set-off any money owing to Tall Order Electrical, notwithstanding any default or alleged default by Tall Order Electrical of this Agreement, including (but not limited to) the supply of allegedly faulty or defective Materials or Services. Nothing in this paragraph affects the Customer's rights for any alleged breach of a guarantee under the ACL.

15.5 Interest at a rate of 10% per annum will accrue on any overdue amounts owed by the Customer to Tall Order Electrical, calculated daily.

15.6 The Customer is liable to Tall Order Electrical for all costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees.

15.7 The Customer and Tall Order Electrical agree to comply with their obligations in relation to goods and services tax under the *A New Tax System (Goods and Services Tax) Act 1999*.

15.8 Notwithstanding this clause 14, Tall Order Electrical, at its absolute discretion, may grant the Customer a credit account. Where a credit account is granted to the Customer by Tall Order Electrical, the Customer must pay all amounts outstanding in accordance with the credit account. If there is inconsistency between this Agreement and the credit account, the credit account will prevail only with respect to the inconsistency.

16. Additional Charges

16.1 The Customer is liable to Tall Order Electrical for the Additional Charges where:

- (a) Tall Order Electrical has relied upon inadequate or incorrect documents, instructions, directions, information or materials provided by the Customer or where such information is supplied later than required by Tall Order Electrical;
- (b) the Customer cancels the Services or Materials or Proposal resulting in Loss to Tall Order Electrical;

(c) there is a delay in Tall Order Electrical ability to collect Materials which is beyond Tall Order Electrical' reasonable control;

(d) any government authority imposes a tax, duty, charge, fee or tariff that is not included in the Proposal; or

(e) additional Services are required by the Customer or where there is any Variation.

17. Special Projects

17.1 Special Projects refer to specialised projects requiring unique electrical solutions tailored to the specific needs of clients, including but not limited to capital expenditure (CAPEX) projects, complex installations, and strategic initiatives for industrial sites.

17.2 Special Projects encompass larger strategic initiatives that may require bespoke electrical solutions beyond routine maintenance. This includes customised electrical systems, complex installations, and strategic project implementations tailored to the client's specific requirements.

17.3 For Special Projects, Tall Order Electrical will provide a detailed Proposal outlining the scope of work, timelines, cost estimates, and specific requirements. The Proposal will be valid for 30 days from the date of issue.

17.4 The Customer must accept the Proposal in writing. Services for Special Projects will not commence until the Proposal is accepted and any required upfront payments are made.

17.5 Tall Order Electrical will appoint a dedicated Project Manager for Special Projects to oversee the entire project lifecycle, ensuring all aspects of the work are coordinated effectively.

17.6 Tall Order Electrical will provide the Customer with regular updates on the project's progress, including any potential issues or delays.

17.7 Any changes to the project scope must be requested in writing. Tall Order Electrical will assess the request and provide a revised Proposal if necessary, outlining additional costs and adjustments to the timeline.

17.8 Any additional costs incurred due to changes in the project scope or unforeseen conditions will be documented and agreed upon by both parties before proceeding.

17.9 The Proposal will include an estimated timeline for project completion, with key milestones identified. These timelines are estimates and may be adjusted based on project requirements and any unforeseen delays.

17.10 Payments for Special Projects will be structured according to milestones, with specific amounts due at each stage of the project as outlined in the Proposal.

17.11 The Customer must ensure the project site is prepared and accessible as per the agreed schedule. Any delays caused by the Customer's failure to prepare the site may result in additional charges and adjusted timelines.

17.12 The Customer must provide all necessary information and documentation required for the project in a timely manner. Delays in providing this information may affect the project schedule and cost.

17.13 Upon completion of the project, Tall Order Electrical will conduct a final inspection to ensure all work meets the agreed specifications and standards.

17.14 Tall Order Electrical will provide the Customer with comprehensive documentation, including manuals, as-built drawings, and any other relevant information upon project completion.

17.15 Tall Order Electrical does not provide a warranty on workmanship for Special Projects. The only warranties provided will be those of the parts used, which will be passed on to the Customer.

17.16 Tall Order Electrical will hand over all manufacturer warranties for parts supplied and installed as part of the Special Project to the Customer upon project completion.

17.17 Any support or maintenance required post-completion will be subject to a new agreement and additional charges as agreed upon by both parties.

18. Warranties

- 18.1 Tall Order Electrical does not provide a warranty on workmanship for any Services provided. The only warranties provided are those related to the parts used during the Services, which will be passed on to the Customer.
- 18.2 All manufacturer warranties for parts supplied and installed by Tall Order Electrical will be handed over to the Customer upon completion of the Services.
- 18.3 Except for the warranties on parts provided by manufacturers, no additional warranties or guarantees, whether express or implied, are offered by Tall Order Electrical regarding the Services performed.
- 18.4 In the event that a part supplied by Tall Order Electrical is found to be defective and covered under a manufacturer's warranty, the Customer must notify Tall Order Electrical in writing. Tall Order Electrical will assist the Customer in making a warranty claim with the manufacturer.
- 18.5 Warranties do not cover:
- (a) Defects or issues arising from misuse, neglect, or improper maintenance by the Customer.
 - (b) Damage caused by external factors beyond Tall Order Electricals' control, such as electrical surges or natural disasters.
 - (c) Any modifications or repairs performed by third parties without prior written consent from Tall Order Electrical.
- 18.6 To the fullest extent permitted by law, Tall Order Electricals' liability for any claim arising out of or in connection with the Services is limited to the replacement or repair of the defective part as per the manufacturer's warranty terms.

19. PPSA

- 19.1 The Customer acknowledges and agrees that:
- (a) this Agreement constitutes a security agreement for the purposes of the PPSA and creates a registrable security interest under the PPSA in all Materials supplied or will be supplied by Tall Order Electrical to the Customer;
 - (b) the Materials supplied or will be supplied by Tall Order Electrical to the Customer are collateral for the purposes of the PPSA; and
 - (c) The Customer waives any right the Customer has under the PPSA to receive notice in relation to registration events.
- 19.2 This paragraph shall survive the termination of these terms of trade.

20. Intellectual Property Rights

- 20.1 The Customer warrants that it owns all intellectual property rights in the documentation provided to Tall Order Electrical and that it has the right to grant a licence and authorise Tall Order Electrical to reproduce or use those documents for the purposes of performing the Services or supplying the Materials. Further, the Customer indemnifies and agrees to keep indemnified Tall Order Electrical against all Losses incurred by Tall Order Electrical in relation to or in any way directly or indirectly connected with any breach of another person's intellectual property rights to any documents supplied by the Customer.
- 20.2 Unless specifically agreed in writing between Tall Order Electrical and the Customer, all intellectual property rights in any Services or materials created by Tall Order Electrical on behalf of the Customer vest in and remain the property of Tall Order Electrical.
- 20.3 Subject to payment of moneys due under this Agreement, Tall Order Electrical grants the Customer a perpetual, non-exclusive licence to use the intellectual property rights in the materials created or produced by Tall Order Electrical in connection with the provision of Materials or Services under this Agreement for the purposes contemplated by the Proposal.

21. Agency and assignment

- 21.1 Tall Order Electrical may appoint or engage an agent to perform an obligation of Tall Order Electrical arising out of or pursuant to this Agreement.
- 21.2 Tall Order Electrical may assign or transfer any of its rights or obligations arising from this Agreement.
- 21.3 The Customer must not to assign, or purport to assign, any of its rights or obligations arising from this Agreement without Tall Order Electrical' written consent that will not unreasonably be withheld.

22. Default by Customer

- 22.1 Where the Customer is in breach of this Agreement, Tall Order Electrical may:
- (a) terminate this Agreement and/or any credit account;
 - (b) suspend the performance of the Services or delivery of the Materials;
 - (c) repossess any Materials supplied pursuant to clause 19; and/or
 - (d) retain any money paid in advance and set-off that amount against the money owing to Tall Order Electrical.
- 22.2 Where the Customer is in breach of this Agreement, all invoices become immediately due and payable, including any amounts owing pursuant to a credit account.

23. Termination

- 23.1 Tall Order Electrical reserves the right to terminate the agreement immediately by providing written notice to the client if:
- (a) the client breaches any material term of the agreement and fails to remedy the breach within 7 days after receiving written notice requiring the breach to be remedied;
 - (b) the client becomes insolvent, bankrupt, or enters into liquidation or receivership;
 - (c) the client fails to make any payment due under the agreement within 7 days of the due date.
- 23.2 The client may terminate the agreement by providing 7 days written notice to Tall Order Electrical. In such cases, the client will be liable for:
- (a) payment for all services performed and materials provided up to the date of termination;
 - (b) any additional costs incurred by Tall Order Electrical as a result of the early termination, including but not limited to costs associated with demobilisation, restocking fees, and any non-cancellable orders or commitments.
- 23.3 The agreement may be terminated at any time by mutual written consent of both parties.
- 23.4 Upon termination of the agreement for any reason:
- (a) Tall Order Electrical shall cease all further work under the agreement;
 - (b) the client shall immediately pay Tall Order Electrical for all services rendered and materials provided up to the date of termination, including any additional costs as outlined in clause; and
 - (c) each party shall return or destroy any confidential information or materials belonging to the other party.
- 23.5 The termination of the agreement shall not affect any rights or obligations of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the agreement that occurred prior to the termination.
- 23.6 Clauses related to liability, indemnity, confidentiality, and any other provisions intended to survive termination shall remain in full force and effect.

23.7 In the event of a dispute relating to the termination of the agreement, the parties agree to follow the dispute resolution process outlined in the agreement before initiating any legal proceedings.

24. Exclusions and limitation of liability

24.1 The Customer must always maintain the Site to ensure it is free from debris, blockages and obstructions. It is the Customer's sole responsibility to maintain the Site and Tall Order Electrical is not liable for any defects in the Materials or Services that arise, either directly or indirectly, from the Customer's breach of this clause.

24.2 Nothing in this Agreement purports to exclude any statutory right, including those contained in the ACL. Notwithstanding the above, and to the full extent allowed by law, any implied term to this Agreement is excluded.

24.3 To the fullest extent permitted by law, Tall Order Electrical is not liable to the Customer for any Loss sustained by the Customer arising out of a delay in the performance of the Services or delivery of the Materials.

24.4 To the fullest extent permissible at law, Tall Order Electrical is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Materials or Services, or otherwise arising out of the provision of Materials or the Services, whether based on this Agreement, negligence, strict liability or otherwise, even if Tall Order Electrical has been advised of the possibility of damages.

24.5 If at any time Tall Order Electrical is in breach of this Agreement or the law, the Customer must give Tall Order Electrical written notice of such breach and provide Tall Order Electrical with a reasonable opportunity to rectify such breach.

24.6 To the fullest extent permitted by law, the total liability of Tall Order Electrical, whether in contract, tort (including negligence), under statute, in equity, at common law, or otherwise, is limited to the lesser of:

- (a) the total amount paid by the Customer for the Services and Materials under this Agreement;
- (b) the cost of resupplying the Services or Materials; or
- (c) the cost of repairing or replacing any defective Services or Materials.

24.7 This limitation of liability does not exclude any rights or remedies available to the Customer under the Australian Consumer Law or any other applicable legislation that cannot be excluded, restricted, or modified.

25. Force majeure

25.1 If circumstances beyond Tall Order Electrical' control prevent or hinder its provision of the Materials or Services, Tall Order Electrical is free from any obligation to provide the Materials or Services while those circumstances continue. Tall Order Electrical may elect to terminate this Agreement or keep the Agreement on foot until such circumstances have ceased. In such circumstances, the time for the delivery of the Materials or provision of the Services is extended until those circumstances have ceased.

26. Privacy

26.1 The Customer authorises Tall Order Electrical to collect, retain, record, use and disclose commercial and/or consumer information about the Customer in accordance with the *Privacy Act 1988* (Cth), including disclosure to a professional consultant engaged by Tall Order Electrical, a debt collector, credit reporting body and/or any other individual or organisation which maintains credit references and/or default listings. This information may be given before, during or after the provision of credit, Services or Materials to the Customer.

26.2 We are committed to protecting your privacy. Our collection, use, and disclosure of your personal information is governed by the *Privacy Act 1988* (Cth). We will only use your personal information for the purposes for which it was collected

27. Dispute resolution

27.1 If a dispute arises between the Customer and Tall Order Electrical, the Customer must first give Tall Order Electrical written notice of the dispute and provide Tall Order Electrical with 7 business days to rectify any alleged breach of this Agreement prior to commencing legal proceedings.

28. Miscellaneous

28.1 Failure by a party to enforce or delay in enforcing any right or provision of this Agreement will not constitute a waiver of such right or provision unless acknowledged by that party in writing.

28.2 If any term in these Terms of Trade is found to be unfair under the Australian Consumer Law, that term shall be severed from this agreement, and the remainder of the terms shall continue to be valid and enforceable.

28.3 The parties may not vary or amend this Agreement other than by a subsequent written document signed by both parties.

28.4 If any clause of this Agreement is invalid or unenforceable, that clause must be read down, if possible, so as to be valid and enforceable. If that provision cannot be read down, then it is to be severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement.

28.5 This Agreement is governed by the laws of the State of New South Wales. The parties submit to the jurisdiction of the State of New South Wales.