



TERMS OF SERVICES

1. ACCEPTANCE OF ESTIMATE:

- a. Acceptance of the Estimate through online, email or verbally binds the customer to the following Terms and Conditions
- b. All work contracted with Coil Inc. dba "Coil Electric" will have the following terms and conditions apply.

2. INSTALLATION WORK:

- a. Where work is to extend or modify existing circuits, costs quoted assume that the existing installation is in adequate condition and complies with minimum current regulations and codes. Any works found required to bring the necessary parts of the existing installation up to standard will be at an additional cost.
- b. Any code compliance identified by the Electrical Inspector will be an additional cost and not in scope of the initial installation.
- c. If installations require in-wall wiring, all patching, repair and painting will be the responsibility of the customer.
- d. Where carpet or flooring coverings may require lifting to allow concealed installation work, no charge is made for this service, with best endeavours being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to effect a fully satisfactory reinstatement.
- e. All reasonable efforts will be made to undertake installation work to a clean standard. However, dust is inevitable and it will be the customers responsibility for final cleaning.
- f. While undertaking the installation work at the property, the client is required to provide power free of charge and use of garbage disposal.
- g. For property rewires the property must not be inhabited without prior agreement.

3. EXCLUSIONS:

- a. Clearing and / or moving of furniture and other items blocking access to work areas are not included.
- b. Unless indicated, disposal of old or replaced equipment is not included.
- c. Removal from site and disposal of rubble, fittings, wiring, materials, general waste and packaging is not included. However, this can be provided at extra cost.

4. ADDITIONAL SCOPE AND CHANGE ORDERS:

- a. All extras, additional work and variations must be agreed in writing prior to commencement.
- b. Any post installation changes to the originally approved installation shall be considered an additional scope and subject to a change order.

5. PRICING:

- a. The costs quoted assume continuous and unhindered access to the site by prior arrangement with you.
- b. The customer continues to grant and facilitate the agreed and necessary access to the premises being worked on if the originally stipulated duration of the contracted works is to remain valid. Unless stated



otherwise, the standard working hours between the hours of 8:00am and 5pm Monday through Friday inclusive. Access may be required outside these hours to complete work.

c. Any additional work not covered in the estimate will be quoted as a change order

d. All figures quoted for materials are subject to taxation unless otherwise noted at the prevailing rate.

e. All figures quoted are valid for a date of 30 days from the date of the estimate or quotation.

f. You have a cooling off period of 7 days from accepting a quote from us or the length of time to the commencement of works if less than 7 days. Greater than 7 days could lead to a cancellation fee.

AND TITLE OF GOODS AND PROPERTY:

6. RISK

a. The risk in all goods supplied shall pass to the Client upon delivery.

b. All goods supplied shall remain the property of Coil, Inc. until all sums due have been paid in full.

c. The client is responsible for ensuring that the property is insured for the duration of the installation work.

7. WARRANTIES AND LIMITATIONS ON WARRANTIES

a. Standard warranty is 2 years on labor and parts supplied by Coil Inc..

b. Coil Inc. warrants that all work performed and parts and equipment which were installed in the servicing of the electrical unit(s) were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period 365 days from date said work was performed or manufacturer's warranties (except for the exclusions listed below).

c. Coil Inc.'s obligation for defective products and/or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at Coil Inc.'s option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service and shall be conditions upon Coil Inc. receiving actual written notice of said defect within the 365 day period noted herein.

d. Customer supplied equipment is excluded. These exclusions may have limited or no warranty if parts have been replaced by Coil Inc. and not worked on by anyone else during warranty period or use of items that damage electrical parts supplied by us.

e. Warranty period may be different if noted herein. (Warranty excludes stop-pages and customer supplied items). All warranty issues must be allowed to be inspected and approved by Coil Inc. before any repair is made or warranty is voided.

f. Warranty is not transferable. Not liable for damage caused by weather, normal maintenance items not reviewed by whomever, or manufacturer defects.

8. WARRANTY EXCLUSIONS

a. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM COIL INC. INCLUDING , BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COIL INC. SHALL NOT BE SUBJECT TO AND DISCLAIMS

i. ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY;

ii. ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY COIL INC. OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATED THERETO; AND



iii. ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

9. RESTRICTION OF THE PERIOD LIMITATION OF ACTION

a. Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work. Consumer shall be deemed to have accepted all delivered goods which he has not rejected within three (3) years of receipt.

10. ALTERATIONS

a. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Coil Inc., will be cause to terminate Coil Inc.'s obligation under the contract.

11. EXCLUSION OF COURSE OF DEALING

a. It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way.

b. All warranty work will be performed during normal business hours. Any Customer requiring warranty work not performed during regular business hours will be charged a service charge.

12. PAYMENT:

a. The entire invoice is due upon completion of described work.

b. Any payment not received within 10 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid.

c. If applicable, sales tax is included in the price.

d. If Coil Inc. commences litigation or employs attorneys to collect payment for any amount due it from Customer, Customer agrees to pay reasonable costs and attorney's fees which may be due.

e. If Customer's check does not clear, Customer could be liable for more than the check amount plus the face value of the check and court costs. All parts will be removed from the Customer's premises and discarded unless specified herein.

13. DISPUTE RESOLUTION:

a. In the event of a dispute, mediation is to be the preferred method of resolution.

b. Where we use sub-contractors to complete tasks out of our description, we do so in good faith. However, any problems that require a resolution will need to be done so with them directly. We do not guarantee the work of others.

c. In the unlikely event of a complaint, any remedial works will be undertaken by Coil Inc. or selected sub contractors. We do not pay for others to complete such tasks.

14. PHOTOGRAPHS:

a. We reserve the right to take photographs and videos of completed works for our records and for use in our portfolio and social media unless requested in writing prior to commencement not to.