



FULL TERMS & CONDITIONS

TRF Engineering Pty Ltd

ABN 40 693 961 830 | ACN 693 961 830

Please contact us if you have any questions. Engaging in Works with the Company indicates that you have had sufficient opportunity to read these Terms and contact us if required, that you have read, accepted and comply with these Terms and that you are 18 years or older, or have consent of a legal guardian who is 18 years or older. You must not order services from us if you are under 18 years of age or do not have a legal guardian who is 18 years or older. If you do not agree to these terms, you should not proceed with the services provided.

1. DEFINITIONS

In these Terms & Conditions, unless the context otherwise requires:

Company means TRF Engineering Pty Ltd, including its successors, assignees, employees, contractors, and agents.

Client means any individual, company, partnership, trust, government body, or other entity engaging the Company, including their representatives, successors, and permitted assigns.

Works means all services performed by the Company, whether under agreement, or otherwise.

2. SERVICES

2.1 We agree to perform all Works with due care and skill.

3. QUOTES & ESTIMATES

3.1 This clause includes any written or verbal quotation, estimate, proposal, or pricing indication provided by the company,

3.2 All quotes or estimates provided by TRF Engineering Pty Ltd are valid for 30 days unless otherwise specified.

3.3 Acceptance of a Quote and these Terms occurs when the Client:

- (a) confirms acceptance in writing or verbally;
- (b) instructs the Company to proceed with the Works; or
- (c) pays any required deposit.

3.4 TRF Engineering Pty Ltd reserves the right to apply additional charges or amend or revise the quote where information supplied to us is incorrect or incomplete.

3.5 If the Client requests amended or additional services, the Company may apply a variation cost or decline to perform such services. If declined, the Company may invoice for Services performed to date and terminate these Terms.

4. PAYMENT TERMS

4.1 Payment must be made in accordance with the agreed schedule stated in the invoice.

4.2 Deposits may be required prior to commencement.

4.3 Failure to make payment may result in the suspension or termination of Services.

4.4 Late payments may incur interest and reasonable debt recovery costs, including legal fees.

4.5 The final amount is payable per agreed payment terms. Payment details will be provided on the invoice. Payment is deemed received once cleared funds or remittance are provided.

5. INVOICING

5.1 Invoices will be issued on completion of agreed milestones or at project completion.

5.2 All invoices must be settled within 7 days of issuance unless otherwise agreed.

5.3 Disputes regarding invoices must be raised in writing within 7 days of receipt.

6. INTELLECTUAL PROPERTY

6.1 All designs, drawings, and proprietary methods remain the intellectual property of the Company unless otherwise agreed in writing.

6.2 The Client may not copy, reproduce, or use the Company's designs for purposes outside the scope of the agreed Services without prior written consent.

6.3 Any custom designs created for the Client are for their exclusive use and may require a separate licensing agreement for reproduction or resale.

7. PUBLICITY

7.1 By accepting our services, the Client consents to the Company taking and using photographs or video of the Works for marketing, advertising, and social media purposes.

7.2 Consent may be withdrawn only by written notice provided at the time of acceptance.

7.3 The Client authorises the company to display signage that identifies the project or job, being designed, completed or documented by us

8. VEHICLES, VESSELS AND ASSOCIATED EQUIPMENT

8.1 All works relating to vehicles, vessels, and associated equipment must comply with applicable Australian Design Rules (ADRs), state and territory vehicle standards, and roadworthiness requirements.

8.2 Where engineering approval, modification certification, inspection, or authority approval is required, the Customer acknowledges that such approval may be necessary before the vehicle or vessel is used on public roads or waterways. The Customer remains solely responsible for ensuring ongoing compliance after completion of the Works.

9.0 SAFETY AND COMPLIANCE

9.1 The Company reserves the right to refuse, modify, or cease any Works it reasonably considers to be unsafe, non-compliant, or unlawful.

9.2 The Company does not provide engineering certification unless expressly agreed in writing.

10. TESTING, CERTIFICATION, PERMITS AND INSPECTIONS

10.1 Any specific testing requirements must be clearly identified and agreed upon prior to commencement of the Works.

10.2 Unless otherwise agreed in writing, Works are subject to visual inspection only.

10.3 The Client is responsible for ensuring compliance with all applicable laws, standards, permits, approvals, and certification requirements.

10.4 The Client must notify the Company in advance of any third-party inspection, certification, or sign-off requirements.

The Company is not responsible for the refusal, delay, or conditions imposed by any authority, or third-party certifier.

10.5 Any additional costs, fees, or delays arising from testing, certification, permits, inspections, or compliance requirements are the responsibility of the Client unless otherwise agreed in writing.

11. WARRANTY

The Company provides a defect liability period of five (5) years from the date of practical completion of the works.

11.1 The Company warrants workmanship will be free from defects, if defects are found they are to be notified to us in writing within the agreed and contracted defects liability period (DLP).

The Company must be given reasonable access to inspect and rectify any alleged defects. The Company will not be liable for costs incurred by third parties unless prior written approval is given. To the extent permitted by law, the Company's liability is limited to the cost of rectifying the defective work.

We will endeavour to carry out correction work in the timeframe requested. No responsibility or liability will be accepted by us for delays out of our control.

11.2 This warranty excludes misuse, negligence, accident, corrosion, unauthorised modifications, normal cosmetic variations and usual and expected deterioration.

11.3 The warranty is limited to rectification of defective workmanship only.

11.4 The Company's warranty voids include existing third-party works and are performed completely at the Client's risk.

11.5 The Company is not responsible for surrounding or connected components on works provided.

12. TERMINATION

12.1 Once our services have been accepted, you acknowledge that you are unable to cancel, terminate or revoke these services as agreed, unless mutually agreed by both parties in writing.

12.2 The Company may terminate this relationship immediately, at our sole discretion should there be reasonable grounds to do so.

12.3 The Client is responsible for all costs incurred up to the termination date.

13. INDEMNITY

13.1 You are responsible and liable to indemnify us the Company against any damages, and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly and indirectly from:

- a) Any information that is not accurate, up to date or complete or is misleading or a misrepresentation
- b) Any breach of these Terms and;
- c) Any negligence, wilful misconduct or damages

13.2 The obligations under this clause will survive termination of these terms.

GENERAL

TIMELINES & DELAYS: Timeframes are estimates only. The Company is not liable for delays beyond its reasonable control, including force majeure events. Your scheduled date of work may be subject to change in certain circumstances at the discretion of TRF Engineering Pty Ltd. Extended delays may result in additional costs, which will be communicated to the Client in advance.

INFORMATION & AUTHORISATION: The Client warrants that all information provided is accurate and complete. The Company is not liable for errors arising from incorrect or incomplete information. The Client agrees to provide any documentation necessary to complete

the works. The Client warrants that they are authorised to engage the Company to perform the works and to provide access as required for the address provided.

SITE ACCESSABILITY: The Company may conduct a site inspection before works commence to complete a scope of access, OHS or other requirements necessary to perform the work correctly. By accepting these Terms, the Client grants permission for the Company to enter the premises at reasonable times as discussed and agreed upon. TRF Engineering Pty Ltd may charge additional fees for difficult or restricted access, extra transport, or extended setup time.

EMPLOYEES & CONTRACTORS: The Client authorises the Company and its employees and contractors to have adequate access to the site to carry out the agreed services. Services or installation may be performed by the Company's employees or contractors and such personnel are included under these terms. Third parties who are not employees or our direct contractors of the Company are the responsibility of the Client. The Company is not responsible for services provided by third parties

SAFETY: The Company complies with all applicable health and safety laws. The Client must provide a safe and accessible work environment. Any presence, concern, condition or hazard that hinder safety or the Company's ability to perform the works accurately and to standard may warrant cancellation or rescheduling of works until it is safe to proceed. The Client is responsible for any delays or additional costs caused by unsafe conditions.

MATERIALS: All goods are subject to availability. The Company reserves the right to substitute or recommend alternative products of equal or superior quality if the originally specified products are unavailable.

SEVERANCE: If any provision (or part of it) of these Terms is held to be unenforceable or invalid in any jurisdiction, it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. The unenforceable or invalid provision (or part) will be severed, and the remaining provisions of these terms will remain valid and enforceable.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Company excludes all liability for any indirect, consequential, incidental, or economic loss, including but not limited to loss of profit, loss of use, loss of revenue, loss of opportunity, or business interruption, arising out of or in connection with the Works.

Nothing in these Terms excludes, restricts, or modifies any rights, remedies, or guarantees that cannot be excluded under the *Australian Consumer Law* or other applicable legislation.

WAIVER: Failure by the Company to exercise any power, right or remedy under these Terms does not operate as a waiver of that power, right or remedy. No waiver is effective unless in writing.

ENTIRE AGREEMENT: These Terms and any document expressly referred to in them constitute the entire agreement between the Client and the Company and supersede any prior understanding or arrangement, whether oral or in writing.

ACCEPTANCE: By requesting or using the Services of TRF Engineering Pty Ltd, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions in full.

INSURANCE: We maintain public liability insurance. Our liability is limited to the extent permitted by law.