



SERVICE PROVIDER AGREEMENT

CLIENT DETAILS

Date of Agreement.....

Name of Client:

Address (for service):

Email:

Telephone Number: Mobile Number:

NDIS No: (if applicable)

NDIS funding available for Assistive Technology - Product: \$.....(if applicable)

If no NDIS funding in place – other approved funding available for Assistive Technology (parts, equipment maintenance, servicing and repairs): \$.....

DETAILS OF CLIENT NDIS CORDINATOR

Name:

E-mail:

Phone number:

SERVICE PROVIDER

Name: Power Mobility Pty Ltd of 2/452 Bilsen Road Geebung QLD 4035

Email: Sales@powermobility.com.au Telephone: (07) 32564663

TERMS OF AGREEMENT FOR THE SUPPLY OF PRODUCTS AND SERVICES

You hereby engage us to supply the products and or services to you in accordance with the terms and conditions set out in: -

1. Our Quote (and client product scrip, if applicable); and
2. The Power Mobility Pty Ltd Standard Conditions of Trade.

Signature of Client.....

Signature of Authorised Person (Power Mobility Pty Ltd)

POWER MOBILITY PTY LTD – STANDARD TERMS OF TRADE (“CONDITIONS”)

INTRODUCTION

These Standard Terms of Trade set out the standard terms and conditions between Power Mobility Pty Ltd (referred herein as “Us”, “We”, “Our”, or the “Supplier”, where the context requires), AND (i) the person who as signed Our service provider agreement; and or (ii) the person specified in Quote issued by Us (referred to herein as “You” or “Your” or the “Client”) in respect to the supply of any products and or services specified in a Quote from Us and ordered by You.

GENERAL TERMS & CONDITIONS OF TRADE

1 CONDITIONS OF SUPPLY

1.1 Agreement

We only agree to supply You Our Products and Services in accordance with the Agreement and subject to any applicable law, no other terms will apply. If You are an NDIS client, a supply of supports i.e. products/services under this Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (**NDIS Act**), in the participant’s/Client’s NDIS plan currently in affect under section 37 of the NDIS Act.

1.2 Product requirements and quotes

- (a) It will be our standard practice to discuss with You (and or Your representative and or Your occupational therapist) up front Your product requirements and specifications (if any).
- (b) We will then submit to You as soon as practical our Quote based on Your product requirements and specifications.
- (c) Our Quote constitutes an offer by Us to You to provide the Products to You and will form part of this Agreement.
- (d) Our Quote remains open and valid for a period of 60 days from the date it is issued to You (and or Your representative), unless stated otherwise in the Quote.

1.3 Offer to supply services

Before We supply any Services to You, We will submit a Quote to You. By submitting a Quote to You and or Your representative and or the NDIS (on Your behalf), We are offering to supply to You those Services set out in the Quote, in accordance with this Agreement. Our Quote to provide such services remains open and valid for a period of 21 days from the date it is issued to You (and or Your representative), unless stated otherwise in the Quote.

1.4 Formation of binding agreement

- (a) You may only accept Our offer to supply the Product to You: (i) by signing the front cover of this Agreement; and or (ii) by formally acknowledging in any form Our offer i.e. Quote in writing, including electronically (“**Offer Acceptance**”) or (iii) if we receive approval from the NDIS to convert/process the Quote into a purchase order/invoice and or if You submit to Us a written purchase order (in a form and on terms acceptable to Us) (“**Client Purchase Order**”).
- (b) Any Offer Acceptance or Client Purchase Order submitted to Us by You (and or Your representative) forms a binding agreement between the Supplier and the Client for the supply and purchase of the Product strictly in accordance with the terms and conditions set out in this Agreement.

- (c) Once a binding agreement is formed, You must not source the Product from another supplier, unless this Agreement is terminated by Us in accordance with clause 2.
- (d) We will only supply the Product to You in accordance with the terms and conditions set out in this Agreement.

2 AGREEMENT TO SUPPLY PRODUCT

Once a binding agreement is formed between the Supplier and the Client pursuant to clause 1.4, We agree to supply You the Product in accordance with the Quote and the terms and conditions set out in this Agreement. If You do not receive funding or Your funding is rejected, We reserve the right to terminate this Agreement.

3 PRICES

- (a) Our Price for the Product is specified in the Quote. We will supply You the Product at the Price.
- (b) We reserve the right to amend or vary the Price specified in the Quote if the parties agree that Your Product specifications and requirements need to change after We submit the Quote to You.

4 PAYMENT TERMS AND INVOICING

- (a) We will issue You (and the NDIS or other body funding Your Product) a formal invoice once funding has been approved/confirmed. You must pay Us the Price for the Product upfront as per Our invoice.
- (b) We will only process Your Client Purchaser Order once we receive payment from You (or the NDIS or another funding body on Your behalf). A Client Purchaser Order cannot be cancelled by You once We process it.
- (c) We will only order the Product from Our supplier once We have received payment.

5 PRODUCT WARRANTY

The Product is supplied to You with the Product manufacturer's warranty. A copy of the Product manufacturer's warranty will be supplied to You with the supply of the Product. Our Product warranty only includes the replacement of defective parts covered under the Product manufacturer's warranty. Our warranty does not include any service fee to replace defective parts or repairs generally.

5.1 GST

- (a) We will not charge GST for the Product if it is GST exempt under the law.
- (b) We will charge You GST on the supply of all other "goods and services not exempt.
- (c) The recovery of any amount in respect of GST by Us from You is subject to Us issuing to you a tax invoice enabling You to claim any applicable input tax in respect of the Product. The GST shall be calculated and added as a separate figure on every invoice.
- (d) Any GST levied or imposed on or in respect to any supply of Product or any associated services made under or in connection with this Agreement for which the consideration is a monetary payment, then the consideration provided for that supply is increased by the amount of $(A \times B)$, where A is the percentage rate at which that GST is levied or imposed and B is the monetary consideration.
- (e) If the price for the Product under this Agreement is to be increased by reference to movements in any index, such as the Consumer Price Index, any increase in the index attributable to the introduction of a GST is to be excluded from the index for the purpose of calculating the increased price.

6 DELIVERY AND SET UP

6.1 Lead times

We will endeavour to source the Product from Our supplier and in turn supply the Product to You as soon as reasonably possible. Lead times are determined by Our Suppliers and are out of Our control generally. We may provide You in the Quote with an indicative lead time for the supply of the Product.

6.2 Delivery and set up

We will deliver the Product to You at the agreed delivery point set out in the Quote as soon as possible after We receive the Product from Our Supplier, provided You have paid Us the Price for the Product. We will have a representative on-site when the Product arrives at the delivery point to oversee and manage the set-up of the Product. Once it has been agreed that the Product has been properly set up, You accept delivery of the Product.

6.3 Set-up Fee and Delivery Fee

We will charge You the set-up fee set out in the Quote for setting up and commissioning the Product. We will also charge You the delivery fee set out in the Quote for delivery of the Product to the delivery point set out in the Quote.

7 RISK AND TITLE

The risk of loss or damage in respect of any delivery of the Product passes to You immediately when We deliver the Product to You at the delivery point set out in the Quote. The title to the Product does not pass to You until You have paid Us the Price for the Product in full (without set off or deduction).

8 RELEASE/LIMITATION OF LIABILITY

8.1 Limitation of Liability

We will not be responsible to You for any loss, damage or claim in relation to you or any other party arising out of or in connection with this Agreement (including any loss of profit or consequential loss or damage). To the maximum extent permitted by the law, We exclude and disclaim all representations and warranties, express or implied, made to You or any other party relating to this Agreement and or the supply of the Product by Us to You.

8.2 Extent of Liability

You acknowledge that Our total liability to You in connection with this Agreement is limited to providing You with a replacement of the Product purchased by You from Us (or any part thereof) or a refund of the Product purchased by You from Us in accordance with the Client Purchase Order.

8.3 Release

You agree to indemnify Us from and against all claims, suites, liabilities, or costs (whether in contract, tort or negligence) or under statute incurred or asserted against Us (or our directors or officers) in connection with or arising under this Agreement and or the supply of Product to You under this Agreement or generally.

9 ADMINISTRATIVE PROCESS

9.1 Notices

All notices, notifications, consents, demands, elections, agreements and other documents and communications required or permitted to be given under this Agreement shall be in writing, be addressed to the party to whom it is to be given at the registered office of the party or as such other address as the party may have substituted by notice to the other parties, or be delivered personally, by ordinary mail postage prepaid, by facsimile or by email.

9.2 Client Complaints

- (a) Our complaints handling process complies with the guidelines required by the NDIS.
- (b) if You would like to make a formal complaint, You must first contact Us by phone. We will advise you of Our complaints handling process. An outline of Our complaints handling process is published on Our website www.powermobility.com.au (go to link at bottom of home page – click on policies and conditions).

9.3 General Provisions

- (a) We will not be responsible for any delays caused by an event of Force Majeure. We will not be required to supply the Product to You if an event of Force Majeure occurs and prevents Us from sourcing and or supplying the Product.
- (b) We will supply You the Product in accordance with all applicable standards and laws.
- (c) These general terms do not in any way imply a principal and agent, partnership, joint venture, franchise or any similar relationship between you and us. Neither Party may act or represent itself as acting on behalf of the other Party.
- (d) You cannot assign your rights or obligations under this Agreement without our written consent.
- (e) This Agreement shall be governed by the laws of the State of Queensland.
- (f) This Agreement may only be varied by the parties in writing.

9.4 Special Meaning of Words

In this Agreement, the following words have special meaning:

“Agreement” means Our service provider agreement (if issued by Us to the Client) or failing that, a Quote (and these Conditions of Trade);

“Client Purchase Order” means an Offer Acceptance and or a written purchase order submitted by You or the NDIS to Us (in a form acceptable to Us and on terms acceptable to Us) accepting Our offer to supply the Product to You, in accordance with the Quote and this Agreement generally;

“Force Majeure” means an event or circumstance beyond the reasonable control of the Parties which could not be taken into account on the formation of this Agreement, whose consequences could not be avoided in this Agreement and which makes performance of this Agreement impossible, not just more onerous or uneconomic and includes (without limitation): fire, storms, flood, lightning, drought, earthquake, explosion, epidemic, quarantine restriction, industrial action, strikes, lock-outs, bans, industrial disputes, labour shortages, transport embargos, accidents, acts of God, acts of the public enemy, war or hostilities, riot, terrorism and sabotage. Force Majeure does not include financial distress;

“Product” means any Product specified in the Quote;

“Price” means the price for the Product specified in the Quote (plus the delivery fee and set up fee specified in the Quote);

“NDIS” means National Insurance Disability Scheme;

“Quote” means Our formal quote (and client product script if applicable) submitted by Us to You and or your representative and or the NDIS specifying the Price for the Product and or Services, and Our set up fee and Our delivery fee, and our warranty terms upon which We offer to supply the Products or Services to You; and

“Services” means any services specified in a Quote.