

Work Order Conditions

This agreement ("Work Order Conditions") sets out the general terms and conditions on which the Subcontractor has agreed to carry out works on behalf of Maincom Services Pty Limited ACN 094 173 056 ("Maincom Services"). The Work Order Conditions consist of the Subcontractor Details, Trade Licencing Details, this page and the following page and, the attached Terms and Conditions and the attached Appendices including Appendices 1 to 4. The Work Order Conditions are the agreed general terms and conditions to be incorporated into any 'Work Order' issued by Maincom Services. A Work Order is a direction and/or instruction by Maincom Services to the Subcontractor to carry out works as specified in that Work Order. An example of the form of a Work Order is at Appendix 1.

By executing these Work Order Conditions, the Subcontractor agrees, acknowledges and represents that:

- (a) All contracts and dealings between Maincom Services and the Subcontractor relating to any works which the Subcontractor is engaged by Maincom Services to carry out including works the subject of a Work Order issued by Maincom Services to the Subcontractor are subject to the terms and conditions set out in this Work Order Conditions unless otherwise expressly agreed by Maincom Services in writing.
- (b) The terms and conditions set out in this Work Order Conditions may be amended and/or supplemented by Order Details set out in a Work Order. To the extent that there may be any inconsistency between the Order Details in the Work Order Conditions and the Order Details in any Work Order, the terms of the relevant Work Order will prevail.
- (c) If there are Special Conditions set out in any Work Order, to the extent that there may be any inconsistency between the Special Conditions set out in the Work Order and the terms and conditions in the Work Order Conditions, the Special Conditions in the relevant Work Order will prevail.
- (d) It is aware of the terms and conditions set out in this Work Order Conditions and agrees to be bound by those terms and conditions in the event that a Work Order is issued to the Subcontractor to carry out works specified in a Work Order;
- (e) Maincom Services is not obliged and may, include for no reason, at its sole and unfettered discretion not issue a Work Order to the Subcontractor;
- (f) Maincom Services is otherwise not obliged to engage the Subcontractor to carry out any works;
- (g) Where Maincom Services does not issue a Work Order, Maincom Services does not have any liability to the Subcontractor.

ORDER DETAILS (Clause refers to Terms & Conditions)

Clause 5 Subcontractor has Design responsibility: Yes/No

Clause 8 Rate of Liquidated Damages: \$ /calendar day

Clause 9 Defects Liability Period: In accordance with the Relevant Building Act up to 6 Years

Clause 10 When claim(s) to be made – Upon Completion of the Works and to the satisfaction of Maincom Services.

Time for Payment: 30 days Bi-Monthly from the 15th or last day of the month in which the claim for payment is made.

Clause 11 Retention to be held: No

If yes, Percentage of Retention: 10% of each payment claim up to a maximum of 5% of the Subcontract Sum.

Retention to be released at Completion: 50% of the amount held.

EXECUTED as an agreement.

Trade applying this document.....

SIGNED for and on behalf of **MAINCOM SERVICES PTY LTD ACN 094 173 056**
by its representative:

SIGNED for and on behalf of by:

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Signature

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Signature of director

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Signature of secretary/director

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Name of Representative

.....
Name of director

.....
Name of secretary/director

Date:

Date: