



Quotation

47675

Date: **16/09/2022**
 Attention: **Stephen Nicholls**
TLE, Silverwater
 Project: **175 Edgecliff Road, Woollhara**

Qty	Cat. #	Type	Description	Price	Total
3	ALPHA-6-4K-OP-2000mm	LED1 - 2m	VueLite -2000mm IP20 (24VDC) extrusion (17.5 x 15mm) 4000K 6 watt (90CRI) per metre c/w end caps and mounting hardware colour natural aluminium driver not included.	\$160.00	\$480.00
3	DALI2-24-20W	LED1 - 2m	24VDC 20watt IP20 DALI2 dimmable driver	\$43.64	\$130.92
2	ALPHA-6-4K-OP-2150mm	LED1 - 2.15m	VueLite -2150mm IP20 (24VDC) extrusion (17.5 x 15mm) 4000K 6 watt (90CRI) per metre c/w end caps and mounting hardware colour natural aluminium driver not included.	\$172.00	\$344.00
2	DALI2-24-20W	LED1 - 2.15m	24VDC 20watt IP20 DALI2 dimmable driver	\$43.64	\$87.28
4	ALPHA-6-4K-OP-2700mm	LED1 - 2.7m	VueLite -2700mm IP20 (24VDC) extrusion (17.5 x 15mm) 4000K 6 watt (90CRI) per metre c/w end caps and mounting hardware colour natural aluminium driver not included.	\$216.00	\$864.00
4	DALI2-24-20W	LED1 - 2.7m	24VDC 20watt IP20 DALI2 dimmable driver	\$43.64	\$174.56
1	ALPHA-6-4K-OP-3200mm	LED1 - 3.2m	VueLite -3200mm IP20 (24VDC) extrusion (17.5 x 15mm) 4000K 6 watt (90CRI) per metre c/w end caps and mounting hardware colour natural aluminium driver not included.	\$256.00	\$256.00
1	DALI2-24-36W	LED1 - 3.2m	24VDC 36watt IP20 DALI2 dimmable driver	\$47.27	\$47.27
1	ALPHA-6-4K-OP-7000mm	LED1 - 7m	VueLite -7000mm IP20 (24VDC) extrusion (17.5 x 15mm) 4000K 6 watt (90CRI) per metre c/w end caps and mounting hardware colour natural aluminium driver not included.	\$560.00	\$560.00
1	DALI2-24-75W	LED1 - 7m	24VDC 75watt IP20 DALI2 dimmable driver	\$75.45	\$75.45
1	MINI-SIDE-5-4K-BTM-11000mm	LED2 - 11m	VueLite -11000mm IP67 horizontal bend 24VDC flex (10 x 10mm) 4000K 5W/metre BTM = bottom feed 2000mm cable driver not included	\$1,100.00	\$1,100.00
1	MINI-TRU-FX-11000mm	LED2 - 11m	VueLite -11000mm flexible mounting channel extrusion 12.2mmW x 12.7mmH x 1000mm S304 M = colour matte white	\$264.00	\$264.00
2	DALI2-24-36W	LED2 - 11m	24VDC 36watt IP20 DALI2 dimmable driver	\$47.27	\$94.54

Total	Exclusive of GST	\$4,478.02
	10% GST	\$447.80
	Inclusive of 10% GST	\$4,925.82
Payment Terms: For non-account customers payment is required prior to delivery of goods.		

Terms and Conditions

1. **General:**
 - a. LITESource and Controls Pty Ltd (ABN: 25 136 501 445), here forward referred to as LITESource, reserves the right to vary these conditions of sale on 30 days notice to the purchaser.
 - b. In these conditions, the expression goods relates to the goods that LITESource proposes to sell or has sold to a purchaser, being where relevant the goods are supply only.
 2. **Prices and Quotations:**
 - a. Quotations given are valid for 30 days from date of quotation. Orders placed within this period for delivery after the 30 days are subject to rise and fall adjustments.
 - b. Goods will be charged at the prices ruled at the date of order plus any applicable goods and services tax (GST), which must be paid to LITESource by the buyer when payment for the goods is due.
 - c. Export prices are quoted excluding freight, government taxes, charges and/or imports charged outside Australia.
 3. **Payment:**
 - a. For approved account customers, payment is due no later than 30 days EOM from when the products were invoiced, without any deductions.
 - b. Payment by Cash, subject to authorization, or Direct Deposit is required with the order prior to delivery.
 - c. If the customer fails to make payment by a due date, then, without prejudice to any other right or remedy, LITESource will be entitled to cancel any unfulfilled order or suspend any further deliveries until the account is in order, withdraw credit facilities and/or adjust the customer's credit limit.
 - d. If legal action is taken to recover monies due to LITESource then LITESource reserves the right to charge the customer all fees incurred in such proceedings.
 4. **Delivery:**
 - a. Late/Non delivery due to any circumstances or events beyond LITESources' control shall not constitute a breach of contract by LITESource and LITESource shall not be held liable for any loss or damage arising through such delivery.
 - b. Where the value of goods is below \$300 a delivery fee of \$30 will be charged.
 - c. In the event of a "force majeure" event, LITESource will be entitled either to rescind this agreement (without being liable for damages) or to extend delivery by a reasonable period of not less than the duration of such event and LITESource will have no liability under any contract, including liability for damages whether specified of otherwise. "Force majeure" will include all happenings beyond LITESources' control or in consequence of which LITESource is hindered in executing its obligations and will include all global pandemics, strikes, trade disputes, fire, accidents and supply, import or export delays.
 5. **Warranties:**
 - a. LITESource warrants all products excluding lamps, for 12 Months from the date of purchase to be free from defects in material and workmanship.
 - b. During the warranty period, if the product fails to perform, LITESources' entire liability will be the repair or replacement of such defective product.
 - c. In no event shall LITESource be responsible for removal or reinstallation of any product or for the expenses thereof.
 - d. The above warranty does not apply to, and LITESource makes no warranties with respect to products which have been subjected to misuse, neglect, accident, abuse, operating or environmental conditions, that deviate from the parameters established in applicable specifications; or have been improperly installed, stored, maintained, repaired or altered by anyone other than LITESource. Use of drivers, not supplied by LITESource, will void warranty.
 - e. Warranties are given only to the original purchaser and may not be assigned or transferred to any other party.
 - f. LITESource will not be liable for freight charges if any products need to be returned for credit or warranty evaluation purposes.
 6. **Customised Orders:**
 - a. Non-standard (indent) items are subject to an upfront deposit requirement of 50% and are not subject to cancellation once ordered and accepted by LITESource. The amount of any deposit request is at the discretion of LITESource.
 - b. Production will only commence on receipt of afore mentioned deposit.
 7. **Amendments, Suspension or Cancellation:**
 - a. Orders can only be modified, suspended or cancelled after prior negotiation and agreement and the customer must indemnify LITESource in respect of any expenses incurred by LITESource relating to the modification or cancellation of any order.
 8. **Return of Goods:**
 - a. Goods will not be accepted for return without prior written consent from LITESource. Goods manufactured to the customer's requirements and/or specification cannot be returned for credit.
 - b. The customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty goods without exception.
 - c. Any subsequent refund of orders paid by credit card will be made to the relevant credit card account.
 - d. A restocking fee of 35% will apply.
 9. **Limitation of Liability:**
 - a. LITESource will not be liable for any loss or damage incurred by the customer or end user for goods damaged as a result of negligence, alteration, accident, use of the goods in a way which is not in compliance or in any way for which the goods were not designed or approved by LITESource or as a result of improper fitting, repair or replacement.
 - b. The liability of LITESource in respect to faulty materials or workmanship shall, at the option of LITESource, be limited to one of the following
 - i. The replacement of the goods
 - ii. The repair of the goods
 - c. If a claim is made by the customer or end user under one of the warranties set out in section 5, LITESource will not accept any claims for costs, charges or expenses incurred by the customer or end user in relation to replacement, or repair of the Goods.
 - d. Except for any warranties and conditions, which cannot be excluded under any act, all warranties and conditions with regard to the goods sold which are implied by common law, statute or trade usage are excluded to the full extent legally permissible.
 10. **Title and Risk:**
 - a. The title to the goods does not pass to the customer until they have paid in full and LITESource has been paid for all other monies then owing by the customer.
 - b. The goods are at the risk of the customer as soon as they have been delivered to or into custody of the customer or the customer's agent.
 - c. Until property in the goods passes to the customer the goods are merely entrusted to the customer as fiduciary and LITESource remains the legal and beneficial owner of the goods with full power to re-sell and regain possession of them if the customer defaults in payment of the purchase price.
 - d. If the customer defaults in payment of the purchase price or if the customer becomes insolvent, LITESource and/or its authorised agents may at any time without notice to the customer enter onto the customer's premises at which the goods are situated, for the purpose of recovering possession of them.
 - e. The customer agrees to indemnify LITESource against all costs, losses and expenses (including without limitation legal costs) incurred by LITESource as a result of or in connection with any default or breach of these Terms and Conditions of sale by the customer.
 - f. If the customer receives any proceeds from the sales of the Goods from any other party, the customer receives those proceeds on trust for LITESource to be applied in payment of the purchase price for the goods and shall remit such sum forthwith to LITESource. All such payments received by LITESource shall be allocated to the oldest account due for payment.
 11. **Conflict with Customer's terms:**
 - a. If any purchase order or other trading terms of the customer conflict with or are inconsistent with any of LITESources' terms and conditions of sale, then LITESources' terms and conditions of sale as amended from time to time prevail, and will apply notwithstanding any conflicting or inconsistent terms of the customer.
 - b. The customer acknowledges that the sale by LITESource of any goods will not constitute acceptance of any conditions of purchase of the customer which conflict or are inconsistent with any of the supplier's terms and conditions of sale, even where LITESource and Controls acknowledges the customer's conditions prior to, upon or by delivery of goods.
 - c. If any provisions of this agreement are for any reason declared or become unenforceable, invalid or illegal for any reason, the other terms and provisions of this agreement will remain in full force and effect as if this agreement never included the unenforceable, invalid or illegal terms.
 - d. LITESources' failure to exercise, or delay in exercising, any right, power or privilege will not operate as a waiver of any such right, power or privilege.
 - e. Any leniency, indulgence or extension of time which may be granted by LITESource to the customer will not prejudice any of LITESources' rights in any way, nor will they constitute a waiver of any of LITESources' rights.
- Jurisdiction:**
12. a. This agreement shall be governed by the law of New South Wales,
 - b. The parties to submit all disputes to the exclusive jurisdiction of the courts of New South Wales Australia.