

Electrical Embassy General Terms & Conditions

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General obligation – Acceptance of Terms

Electrical Embassy (EE) agrees to provide the Customer with the advice, products and services, and the Customer agrees to pay Electrical Embassy the Fees, in accordance with:

- The cover page, or ^[SEP]
- These terms and conditions, or ^[SEP]
- The service specific terms, or ^[SEP]
- Electrical Embassy quotes, estimates, schedules, forms, invoices, progress payments, claims, variations, specifications and other referenced ^[SEP] materials (if any). If there is an inconsistency between the documents, the document listed first prevails to the extent of the inconsistency.

Site / Non Site charges, assumptions & default conditions.

- Unless otherwise agreed in writing, charges for work performed:
 - Are based on work being carried out from 07:00 to 16:00 Monday to Friday excluding Public Holidays and other times outside of the nominated hours, subject to alteration by Electrical Embassy and confirmed in writing.
 - Are based on having continuous, uninterrupted, and unhindered access to the required people, equipment, facilities, and areas where the work is to be carried out; and ^[SEP]
 - Do not cover extraneous work, (i.e. mechanical, patching/painting, carpet lifting or refitting, building work or decoration) and, should Electrical Embassy agree to carry out such work at the request of the Customer then Electrical Embassy shall not be liable for any damage arising. ^[SEP]
- All additional costs arising from clause 2(a) above and any alteration to the specifications required by the Customer including any interruption or delays by the Customer, its employees, agents, or other trades during the course of work performed may result in additional charges including the reasonable costs of delay. ^[SEP]
- If it becomes necessary to pay any additional site allowances, in excess of any current Electrical Embassy workplace agreement applicable to the type of work being performed, these costs will be added and are additional to the Fee. ^[SEP]
- In the event that Electrical Embassy has agreed to deliver the Services by a date agreed between the parties and such delivery is delayed by the occurrence of a Force Majeure Event (as set out in clause 15) or by any third party, or the Customer or its agents, Electrical Embassy shall be entitled to a reasonable extension of time to complete the Services and compensation for additional costs incurred. ^[SEP]
- Any variations to the Services required by the Customer/Client should be agreed in writing or a diarized verbal instructed by the client or clients nominated representative. Variations will be priced in accordance with Electrical Embassy's standard price lists. It shall include an amount for any design, management,

overheads and profit. Variations to the Services required by the Customer that has been instructed by the client or clients nominated representative, verbally, will be priced in accordance with Electrical Embassy's standard price lists and shall include an amount for any design, management, overheads and profit. If variations to the Services are required by the Customer and has been requested by the client or clients nominated representative, Electrical Embassy shall be entitled to a reasonable extension of time to complete the Services and compensation for additional costs incurred.

- Emergency service call-outs will be charged in accordance with Electrical Embassy's standard fees for such emergency services.
- All works, by default are charged in 15 minute blocks, unless agreed in writing otherwise by Electrical Embassy or at their sole discretion. All portions of a 15 Minute blocks will be rounded up to a 15 Minute block per site visit or administration duties.
- Charges whilst not "on site" may occur. Typically for administration, material handling, "bench top testing", works preparation or waste management. The charges and conditions in these cases are the same as "on site" charges and terms and conditions.
- Additional charges may apply, as per Electrical Embassy's schedule of rates, unless agreed in writing by Electrical Embassy or at their sole discretion, for correctly qualified technicians / persons for an intended task. This determination is at the sole discretion of Electrical Embassy. Example may include but not limited to:
 - Instrumentation technician for instrumentation works.
 - Hazardous Area technician for hazardous area works.
 - Electrical Engineer for some types of faultfinding and system design.
 - Automation Engineer for automation works.
 - Security Technician for security / CCTV works.
 - Data Technician for data works.
 - OHS representative for OHS works.
 - Project manager for project management.
 - Administrative staff for administration.
- If spend limits are requested by the client for "do and charge" or breakdown works, Electrical Embassy will endeavor to comply, but does not guarantee this in all cases. It is the client's sole responsibility to allow for any reasonable contingency of over budget results (i.e. 15% of documented spend limits as an example). Additionally whilst working within any customers "spend Limits" no undertaking is inferred at any time that the task can be completed whilst complying with customers "spend limits".
- Unless otherwise agreed in writing, Electrical Embassy may store & "back up" clients automation software, schematics other site information for the reasonable life of the corresponding hardware or installation (maximum 5 years). The Customer acknowledges and agrees that Electrical Embassy will charge the customer for this service and Electrical Embassy have no liability for any data loss during this period or any recovery (if applicable). ^[SEP]
- Unless otherwise agreed in writing, Electrical Embassy will use their default product types or brands for all works.
- Unless otherwise agreed in writing, Electrical Embassy will not be responsible for the client's electrical system design, Hazardous area suitability or OHS suitability. Electrical Embassy recommends our clients to define these scopes during project design stages.
- Unless otherwise agreed in writing, Electrical Embassy will reserve the right to include provisional sums in all works where the project scope is not sufficiently defined or unclear.
- Unless otherwise agreed in writing, Electrical Embassy will install all works to a AS3000 standard. Any additional preferred equipment, supply or installation requirements are to be provided to Electrical Embassy by the client prior to projects being estimated or started (for "do and charge" works).
- All goods supplied by the client for installation are excluded from the responsibility of Electrical Embassy.

Delivery ^[SEP]

- Electrical Embassy shall use reasonable endeavours to complete delivery of the products and services. However, delivery dates or periods quoted are estimates only and are subject to prompt receipt of all Customer information, other material, and permits from the Customer necessary to allow Electrical Embassy to proceed with the delivery of the product and services. Electrical Embassy accepts no liability whatsoever for any loss or damage suffered by the Customer as a consequence of any delay or failure to deliver the products and services.
- Risk in the products shall pass upon delivery to the Customer. Title to and ownership of the products shall pass to the customer upon receipt by Electrical Embassy of payment in full for those products.

Additional Services

If the Customer requests Electrical Embassy to provide additional services, verbally, or in writing setting out the requested scope of such additional services beyond those described in this Agreement and Electrical Embassy agrees, the terms of this agreement apply to the additional services and the Customer must pay for the additional services at the following rate(s):

- (a) If Electrical Embassy has quoted an amount before providing the additional services, the amount quoted; and
- (b) If Electrical Embassy has not given any quote, an amount calculated for the additional services provided at Electrical Embassy's standard rates for such additional services applicable at that time.

Customer's responsibilities

The Customer shall:

- (a) Provide Electrical Embassy with access to the site as reasonably required for the purpose of allowing Electrical Embassy to perform its obligations under this agreement and applicable legislation;
- (b) Ensure that its employees, agents and other contractors shall:
- (i) Not interfere with or disrupt, delay or hinder Electrical Embassy's employees, subcontractors, agents or other persons engaged by Electrical Embassy or prevent them from carrying out their work or cause them to incur additional cost; and
- (ii) Reasonably cooperate with Electrical Embassy and its employees, agents and subcontractors;
- (c) Advise Electrical Embassy of the existence of any site illegalities or non conformities, special conditions (i.e. hazardous areas, OHS safety requirements, site specific requirements), IT shutdown / data retention procedures, concealed pipes, wires and cables for water, gas, electricity, telephone or other services affecting the premises and shall confirm the location of such services to Electrical Embassy before work commences. In the absence of such notice Electrical Embassy accepts no liability for any loss or damage or any consequence thereof and the Customer agrees to indemnify Electrical Embassy against any claim whatsoever for any loss or liability under this clause;
- (d) Provide Electrical Embassy with correct data, specifications and supporting information as may be requested by Electrical Embassy or shall be automatically provided by the customer as their duty of care to enable Electrical Embassy to fulfill its obligations under this Agreement;
- (e) Provide adequate facilities at the premises at no cost to Electrical Embassy, including parking, power, lifting equipment, scaffolding, scissor lifts, and rubbish removal skips;
- (f) Ensure that the premises and the location are at all times a safe working environment, without limitation. It does not contain asbestos or any other similar hazards. If Electrical Embassy considers that the premises are unsafe it may delay or cease delivery of the Services until the premises are restored to a safe condition. Any such delay or cessation of the Services:
- (i) Will entitle Electrical Embassy to an extension of time to complete the Services. Will entitle Electrical Embassy to charge as per this "terms and conditions" document and the Customer agrees to pay Electrical Embassy the Fees requested;
- (ii) May constitute a breach of this Agreement; and
- (iii) Will not entitle the Customer to the payment of liquidated damages or a financial penalty, and
- (g) Indemnify Electrical Embassy against any claims for the failure of fire alarm monitoring equipment, telecommunication carrier lines, power supply, costs relating to emergency services charges, or relocation of equipment.
- (h) Where the client supplies any materials for the installation by Electrical Embassy, the client shall assume full responsibility for the materials. Any rectification, investigation or damages caused by these materials will be at an additional charge by Electrical Embassy.

Australian Consumer Law Statement

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired and replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Warranty

In the event of any of the works or materials supplied by us suffering an electrical or mechanical failure or fault within the warranty period we will at our choice either repair the fault, supply the services and materials again or pay for all parts, labour and service call out fees required for the works and materials to be repaired to normal working order subject to the following terms and conditions. The benefits given to you by this warranty are in addition to any other rights and remedies you may have under any law in relation to the goods or services to which this warranty relates.

- a) The Products supplied by Electrical Embassy to the Customer under this Agreement are covered by manufacturers warranty which shall commence from the date of completion of installation of Products, or for Products sold on a supply only or supply and commission basis upon delivery of the Products to the Customer ("Warranty Period").
- (b) During the Warranty Period, any Products that prove to be defective will be repaired or replaced by Electrical Embassy at its option. Any site costs, postage

and packaging expenses required to return the product to Electrical Embassy or the manufacturer will be at the Customer's cost.

- (c) The warranty provided under this Agreement is dependent upon regular maintenance work being carried out to the relevant Australian Standard or manufacturer's recommendations.
- (d) The parties agree that when evaluating a claim for defect, due allowance shall be made for fair wear and tear of the Product. Should the Customer or any other party attempt to install, carry out repairs, mal-operate or modify the Products in any way during the Warranty Period, Electrical Embassy shall be relieved of its obligations under the warranty provisions. In addition, the warranty does not cover work required to be done to repair a defect or damage caused by the Customer's negligence, fault, neglect, abuse, incorrect use or as a result of vandalism, fire, water damage, power surge or other circumstance outside of Electrical Embassy's control or that of the manufacturer.
- (e) To the extent permitted by law, unless otherwise expressly agreed with the Customer, Electrical Embassy will exclude from its obligations under sub clauses (a), (b) and (g), any products that are connected to any of the Customer's systems.
- (f) The customer shall inspect all Products upon delivery and within 5 business days of delivery, give notice to Electrical Embassy if any of the products are not in accordance with the customer's order, including the specification.
- (g) Electrical Embassy will accept products returned for credit where Electrical Embassy has incorrectly supplied a product or Electrical Embassy's carrier has damaged the product in transit.
- (h) Customers may not return products for credit without obtaining prior written authorization from Electrical Embassy.
- (i) Products returned for credit, except under (g) above, shall be subject to a 20% or \$40.00 (whichever is greater) restocking fee and except where products are returned under (g) above, all freight charges for goods returned for credit shall be prepaid by the Customer unless otherwise approved by Electrical Embassy in writing.
- (j) The Customer must provide the original or a copy of the proof of purchase and, where possible, include an explanation of the problem.
- (k) Electrical Embassy does not store any project data / software (if applicable) and are not responsible for any data / software retention. This is the sole responsibility of the client unless agreed in writing otherwise by Electrical Embassy.

Warranty Limitations

The maximum amount payable by us under this warranty is limited to the price paid by you for the works inclusive of GST. This warranty does not extend to products/parts/materials/components used in the works, which are not manufactured by us. Such products are covered only by the manufacturer's warranty and any guarantee expressed or implied by mandatory provisions of law. This warranty as far as may be permitted by law excludes liability for any consequential loss or claims for damage to persons or property resulting either directly or indirectly from any failure or fault of the works. This warranty shall not apply unless the works have been paid for in full.

What is not covered by this Warranty

This warranty does not cover the following:

- Consumables including light globes, fluorescent tubes, batteries, fuses or filters
- Normal maintenance costs
- Product recalls
- Damage caused by:
 - Negligent, accidental or deliberate misuse
 - Unauthorised repairs or modifications
 - Liquid penetration
 - Electrical interferences, power surges, voltage fluctuations or lightning
 - Vermin, pests or insects
 - Rust or corrosion
 - Abnormal or excessive usage

Making a warranty claim

You must notify us in writing of any claim under this warranty within 12 months from the date of practical completion of the works. Your notification must be forwarded to us at:

Electrical Embassy
22 Wilkins Street East
Annerley, QLD, 4103.

Or

service@electricalembassy.com.au

You must bear your own expenses incurred by you in making a claim under this warranty.

Intellectual Property Rights

- (a) Electrical Embassy retains all rights, title and interest subsisting in any design(s), documentation, diagrams, plans, or other information and materials supplied to the Customer in relation to this Agreement.
- (b) All intellectual property rights in materials supplied by the Customer at the commencement of this Agreement remains the property of the Customer but the Customer grants Electrical Embassy a perpetual, irrevocable, royalty free, non-exclusive license to use, reproduce and modify the Customer's materials for any purpose related to this Agreement.
- (c) The Customer agrees to accept full responsibility for the Customer's materials and to indemnify Electrical Embassy for any action, claim, liability, cost or expense arising out of any threatened or actual claim of intellectual property infringement arising out of Electrical Embassy's use of the Customer's materials.

Quotation validity

Unless otherwise agreed in writing, an estimate/quotation provided by Electrical Embassy may be accepted up to 30 days from the quotation date, after which Electrical Embassy reserves the right to amend or withdraw it. If any amounts are quoted in a foreign currency, the applicable exchange rate (as published by the Reserve Bank of Australia) shall be as at the date of the quotation.

Credit Information

The Customer acknowledges and agrees that if Electrical Embassy requires financial information about the Customer for any credit application which attracts the operation of the Privacy Act 1988 (Cth), Electrical Embassy may:

- (a) Disclose and collect commercial credit information about the Customer (and if the Customer is a company, about its directors and officers) for the purpose of determining the Customer's credit worthiness;
- (b) Obtain a credit report from a credit reporting agency (which may contain personal credit information, information about commercial activities or commercial worthiness) for the purpose of assessing an application for credit and any later request for credit;
- (c) Provide to, or obtain from any credit provider(s) named in a credit report information about the Customer's personal or commercial credit arrangements (including information relating to credit worthiness, credit standing, credit history and credit capacity); and
- (d) Disclose personal information about the Customer to a credit provider other than Electrical Embassy or to a credit reporting agency, for the purpose of collecting outstanding amounts owed by the Customer to Electrical Embassy. Electrical Embassy's obligations under this Agreement are subject to satisfactory credit evaluation and Electrical Embassy reserves the right to withdraw any quotation, cancel the services, and terminate this Agreement should such credit evaluation be or become unsatisfactory.

Privacy

The Customer agrees that Electrical Embassy may collect and use the Customer's personal information in accordance with Electrical Embassy's privacy policy, which may be viewed at www.electricalambassy.com.au.

Fees and charges

- (a) Electrical Embassy will invoice the Customer for the Fees specified in this Agreement, and in accordance with Electrical Embassy's fee structure.
- (b) The Customer agrees to pay Electrical Embassy the amount specified in the invoice within 7 days of invoice date for customers without a written conformation by Electrical Embassy of other credit terms without set-off, deduction or discount of any kind. Should the Customer delay in making payment, Electrical Embassy shall have the right to charge interest on the outstanding amount at either:
- (i) The rate published by the Commonwealth Bank of Australia for overdrafts under \$100,000, interest to be calculated on a daily basis; or
- (ii) 2% above the 30 Day bank bill rate specified by Westpac Banking Corporation at the relevant time.
- Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days. The Customer will also be liable for the payment all expenses that are reasonably incurred by electrical Embassy in the recovery of any payment, including legal costs incurred in the enforcement of the notice of default.
- (c) The Customer acknowledges that Electrical Embassy may issue progress payment invoices for materials or equipment purchased, and/or labour expended on work in progress, and to place into bond materials which cannot be accepted for delivery on site and invoice the full value thereof.
- (d) Electrical Embassy shall have the right to issue a notice of default requesting the Customer to pay the amount of any Fee within the time specified in the notice. The Customer will be required to pay Electrical Embassy the Fees due upon receipt of this notice and pay all reasonable expenses, including legal costs incurred in the enforcement of the notice of default.
- (e) Where any supply of Products or Services is or becomes subject to GST, an amount equal to GST paid or payable for that supply will be added to the amount exclusive of GST paid or payable for that supply under this Agreement.

- (f) Payment of fees by the Customer within the specified period is a fundamental term of this Agreement and to the maximum extent permitted by law, Electrical Embassy will have no liability to the Customer for acts or omissions or for work required to be undertaken by Electrical Embassy if the circumstance or event which would otherwise give rise to liability occurs at a time when the Customer is in breach of payment obligations to Electrical Embassy.
- (g) The Fees shall be adjusted annually to take into account any changes in the national consumer price index. In addition, Electrical Embassy may adjust the Fees on an annual basis in respect of an increase/fall in the cost of any annual services and increased/decreased costs.
- (h) Electrical Embassy may set off any amounts that Electrical Embassy reasonably considers is due to Electrical Embassy from the Customer against any amounts payable by Electrical Embassy to the Customer under this Agreement.

Electrical Embassy's Liability

- (a) To the extent permitted by law and subject to the consumer guarantees and other provisions of the Australian Consumer Law (if applicable), the Customer acknowledges and agrees that Electrical Embassy will have no liability for any statements, representations, guarantees, conditions or warranties that are not expressly contained in this Agreement.
- (b) To the extent permitted by law, where Electrical Embassy breaches its obligations under this Agreement, Electrical Embassy shall at its discretion, re-supply the Products or Services or pay to have those Services supplied again or the replacement, repair or repayment of the Products to a maximum total value of 50% of the Fees paid by the Customer under this Agreement.
- (c) To the extent permitted by law, the Customer agrees that any liability of Electrical Embassy under this clause will be reduced to the extent that any loss, damage or expense was caused by the Customer or a third party including through breach of this agreement, negligence, fault, lack of care or through any other act or omission of the Customer, its employees, subcontractors and agents or a third party and, in any event, Electrical Embassy's aggregate liability to the Customer, whether in contract, tort (including negligence) or otherwise, will be limited to 50% of the total value of payments received by Electrical Embassy from the Customer under this Agreement.
- (e) Notwithstanding anything else in this Agreement, Electrical Embassy will not be liable for:
- (i) Any indirect, consequential or special or economic loss, cost, liability, damage or expense howsoever arising; or
- (ii) Loss of profit, loss of use, loss of income, loss of rental or other benefit, loss of production, loss of actual or potential business opportunity or loss of reputation.
- (f) The Customer acknowledges and agrees that it is reasonable for Electrical Embassy to limit its liability under this Agreement and that the fees charged by Electrical Embassy are based solely on the value of the Services or Products supplied.
- (g) To the extent permitted by law, Electrical Embassy will not be liable to the Customer for matters not notified to Electrical Embassy by the customer.

Termination

- (a) Electrical Embassy may terminate this Agreement if the other party commits any material or persistent breach of its obligations under this Agreement (which in the case of a breach capable of remedy, shall not have been remedied within 14 days of receipt by the party in breach of a notice identifying the breach and requiring its remedy, or such reasonable period depending on the circumstances) or if a party becomes insolvent, bankrupt or enters into a scheme or arrangement with creditors. Termination under this clause must be effected by written notice to the other party.
- (b) In the event that a Customer wishes to terminate this Agreement for maintenance services prior to the expiry of the Term, the Customer will be required to pay the remaining payments up to the end of the contract Term.
- (c) Electrical Embassy may terminate this Agreement immediately if the Customer becomes insolvent, bankrupt or enters into a scheme of arrangement with creditors.
- (d) Electrical Embassy may terminate this Agreement in whole or in part at its convenience upon the provision of 14 days notice in writing to the Customer.
- (e) Termination under this clause shall be without prejudice to any rights that may have accrued for either of the parties before termination and all sums due under this Agreement shall become payable in full when termination takes effect.
- (f) The parties agree that if the Services continue beyond the initial Term, this Agreement will remain in force until a party gives three (3) months written notice to the other party of its intention to terminate in which event the Agreement will terminate on the expiry of the three (3) month period.

Dispute resolution

The parties agree that they will initially use all reasonable endeavours to resolve any dispute arising under this Agreement within 10 business days of a party being advised by written notice of such a dispute. If the parties are unable to resolve the dispute within that time frame they must refer the dispute to an executive officer

from each party to resolve. The parties will again use all reasonable endeavours to resolve the dispute within a further 10 business days or such other reasonable period agreed between the parties. If the dispute is not resolved in accordance with the above, the parties may agree to refer the matter to mediation or some other form of alternative dispute resolution or commence legal proceedings. ⁽¹¹⁾_{SEP}

Force majeure

Electrical Embassy will not be in breach of this Agreement or liable to the Customer if it fails to perform or delays in performance of an obligation as a result of an event beyond its reasonable control, including but not limited to key personnel health, strikes, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, riot, national emergency, piracy, hijack, terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of government or governmental agency. ⁽¹²⁾_{SEP}

General - Other

- (a) If the Customer purports to cancel any order, contract or this Agreement prior to its commencement or prior to the completion of the Term or works being undertaken, then the Customer shall pay to Electrical Embassy on demand a sum equivalent to all Electrical Embassy's costs, fees and expenses incurred up to the date of such purported cancellation including any damages payable to Electrical Embassy's sub-contractors or suppliers together with a reasonable proportion of Electrical Embassy's loss of anticipated profits. ⁽¹³⁾_{SEP}
- (b) Electrical Embassy may assign this agreement without consent. ⁽¹⁴⁾_{SEP}
- (c) This agreement shall be subject to the applicable National & State laws and each party submits to the non- exclusive jurisdiction of the State.
- (d) This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which the Customer may seek to impose. The terms, provisions and conditions of this Agreement may only be varied by agreement in writing between the parties.
- (e) No right under this Agreement will be deemed to be waived except by notice in writing signed by each party and any failure by Electrical Embassy to enforce any clause of this Agreement will not be construed as a waiver of Electrical Embassy's rights under this Agreement.
- (f) Electrical Embassy may subcontract its rights and obligations under this Agreement.
- (g) Electrical Embassy and its representatives require the use of technology whilst on site for administration of all tasks (i.e. smartphone, tablet, laptop, two way radio). These items may / will be used at various stages throughout ant of our tasks. The client authorizes Electrical Embassy to take any photos required for these administrative duties.

Interpretation

(a) Definitions:

Additional Services means the additional services or equipment provided by Electrical Embassy to the Customer that is not specifically requested by the Customer at the date of this Agreement but offered by Electrical Embassy as part of the Services.

EE means Electrical Embassy.

Customer means the customer identified in the Contract Details or supplied by the customer at time of service request.

Fees means the Fees specified in the Contract Details or clause 11 or as per Electrical Embassy's fee schedule.

Product means the products described in the service specific terms and schedules or supplied.

Services means the services described in the service specific terms and schedules or invoice.

Spend Limit means an amount the client has requested as a guide.

(b) Headings

The section headings in this Agreement are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the provision under the section headings or of the Agreement as a whole.