

TERMS AND CONDITIONS

1. Definitions

- 1.1 "Safetytech Fire" shall mean Safetytech Fire Services Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of Safetytech Fire Services Pty Ltd.
- 1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by Safetytech Fire to the Customer.
- 1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" shall mean all Goods supplied by Safetytech Fire to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Safetytech Fire to the Customer.
- 1.5 "Services" shall mean all Services supplied by Safetytech Fire to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the Price payable for the Goods as agreed between Safetytech Fire and the Customer in accordance with clause 13 of this contract.

2. The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")

2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.

3. Agreement

- 3.1 This "Agreement" means an agreement between Safetytech Fire Services Pty Ltd ("Safetytech Fire") and the Customer relating to the sale and/or supply and/or installation and/or maintenance of Goods and services (as described on the invoices, quotation, work authorisation or any other forms as provided by Safetytech Fire to the Customer) and includes all relevant schedules, forms, specifications and other referenced materials. These terms and conditions supersede any other agreements, or understandings (whether written or oral) and, in particular, any conditions contained in the Customer's order unless Safetytech Fire has expressly agreed in writing by initialing each such requested Customer's term(s). No variation, waiver, or cancellation of the Agreement will be effective unless signed in writing by each party and any failure by Safetytech Fire to enforce any clause of this Agreement will not be construed as a waiver of Safetytech Fire's rights under this Agreement. This Agreement applies whether or not it is signed.
- 3.2 Any instructions received by Safetytech Fire from the Customer for the supply of Goods or services and/or the Customer's acceptance of Goods supplied or services provided by Safetytech Fire shall constitute acceptance of the terms and conditions contained herein.
- 3.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of Safetytech Fire.
- 3.4 The Customer shall give Safetytech Fire not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, contact details, or business practice). The Customer shall be liable for any loss incurred by Safetytech Fire as a result of the Customer's failure to comply with this clause.
- 3.5 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments.

4. Site Charges and Assumptions

- 4.1 Unless otherwise agreed in writing, charges for work performed:
- are based on work being carried out from 08:30 to 17:00 Monday to Friday except for Public Holidays and subject to alteration by Safetytech Fire;
 - 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
 - do not cover extraneous work, patching/painting, carpet lifting or refitting, building work or decoration and, should Safetytech Fire agree to carry out such work at the request of the Customer then Safetytech Fire shall not be liable for any damage arising.
- 4.2 All additional costs arising from clause 4.1 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.
- 4.3 If it becomes necessary to pay any additional site allowances, other than a State or Federal award or amounts in excess of any current workplace agreement applicable to the type of work being performed, these costs will be added to the Fee.
- 4.4 In the event that Safetytech Fire 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 16) or by any third party, or the Customer or its agents, Safetytech Fire shall be entitled to a reasonable extension of time to complete the Services and compensation for additional costs incurred.
- 4.5 Any variations to the Services required by the Customer must be agreed in writing by both parties and will be priced in accordance with Safetytech Fire's standard price lists and shall include an amount for any design, management, overheads and profit.
- 4.6 Emergency service call-outs will be charged in accordance with Safetytech Fire's standard fees for such emergency services.

5. Additional services

- 5.1 If the Customer requests Safetytech Fire to provide additional services in writing setting out the requested scope of such additional services beyond those described in this Agreement and Safetytech Fire 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):
- if Safetytech Fire has quoted an amount before providing the additional services, the amount quoted; and

- if Safetytech Fire has not given any quote, an amount calculated for the additional services provided at Safetytech Fire's standard rates for such additional services applicable at that time.

6. Delivery

- 6.1 Safetytech Fire shall use reasonable endeavours to complete delivery of the Goods 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 Safetytech Fire to proceed with the delivery of the Goods and Services. Safetytech Fire accepts no liability whatsoever for any loss or damage suffered by the Customer as a consequence of any delay or failure to deliver the Goods and Services.
- 6.2 Risk in the Goods shall pass upon delivery to the Customer. Title to and ownership of the Goods shall pass to the Customer upon payment.
- 6.3 Safetytech Fire is deemed to have delivered the Goods when the Goods are made available to Customer for physical collection by or on behalf of Customer at Customer's nominated delivery point (Delivery). Any unloading or loading shall be Customer's responsibility, unless Safetytech Fire otherwise agrees in writing.
- 6.4 Safetytech Fire may deliver the Goods by instalments (where, in Safetytech Fire's opinion, this is reasonable) and issue interim invoices to Customer.
- 6.5 Without limiting any other provision of the Agreement, failure by Customer to pay any instalment, or any other amount when due, will entitle Safetytech Fire to withhold or delay delivery of any remaining Goods ordered.
- 6.6 If Customer is unable to collect the Goods at Customer's nominated delivery point on the delivery day, Safetytech Fire may (at its option and without limiting its other rights and remedies) arrange suitable storage of the Goods, whether at its premises or elsewhere, and Customer must pay or reimburse all costs and expenses of storage, insurance, demurrage, handling and other charges associated with such storage. Notwithstanding Customer's inability to collect the Goods, Delivery is deemed to have occurred.
- 6.7 The Customer must not install, store or in any way incorporate the Goods in any aircraft or in any vessel intended to fly or move in or through the atmosphere or space.
- 6.8 The Customer acknowledges that it has the sole responsibility to confirm the suitability of the Goods for their intended purpose.
- 6.9 At Safetytech Fire's sole discretion the costs of delivery are in addition to the Price and for the Customer's account.
- 6.10 The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then Safetytech Fire shall be entitled to charge a reasonable fee for redelivery.
- 6.11 The failure of Safetytech Fire to deliver shall not entitle either party to treat this contract as repudiated.
- 6.12 Safetytech Fire shall not be liable for any loss or damage whatsoever due to failure by Safetytech Fire to deliver the Goods (or any of them) promptly or at all where due to circumstances beyond the control of Safetytech Fire.
- 6.13 Where the Customer expressly requests Safetytech Fire to leave Goods outside Safetytech Fire's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk and it shall be the Customer's responsibility to ensure the Goods are insured adequately or at all.

7. Customer's Responsibilities

The Customer shall:

- 7.1 Provide Safetytech Fire with access to the site as reasonably required for the purpose of allowing Safetytech Fire to perform its obligations under this Agreement;
- ensure that its employees, agents and other contractors shall:
 - not interfere with or disrupt, delay or hinder Safetytech Fire, its employees, agents, subcontractors, agents or other persons engaged by Safetytech Fire or prevent them from carrying out their work or cause them to incur additional cost; and
 - reasonably cooperate with Safetytech Fire and its employees, agents and subcontractors;
 - advise Safetytech Fire of the existence of any 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 Safetytech Fire's technician before work commences. In the absence of such notice Safetytech Fire accepts no liability for any loss or damage to such services or any consequence thereof and the Customer agrees to indemnify Safetytech Fire against any claim whatsoever for any loss or liability under this clause;
 - provide Safetytech Fire with data, specifications and information as may be requested by Safetytech Fire to enable it to fulfil its obligations under this Agreement;
 - provide adequate facilities at the premises at no cost to Safetytech Fire, including parking, power, lifting equipment, scaffolding, scissor lifts, and rubbish removal skips;
 - ensure that the premises are at all times a safe working environment and (without limitation) will not contain asbestos or similar hazards. If Safetytech Fire 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:
 - will entitle Safetytech Fire to an extension of time to complete the Services;
 - will not constitute a breach of this Agreement; and
 - will not entitle the Customer to the payment of liquidated damages or a financial penalty; and
 - indemnify Safetytech Fire 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.

8. Drawings

- 8.1 Safetytech Fire require, free of charge, architectural design drawings in AutoCAD or DXF format to be made available with sufficient information to enable layout drawings to be

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