

TERMS AND CONDITIONS

prepared. Where documentation is supplied by way of electronic media, it is the Customer's responsibility to ensure that they will be supplied uncontaminated/virus free.

8. Warranty and Goods Returns

8.1 For Goods not manufactured by Safetytech Fire, the warranty shall be the current warranty provided by the manufacturer of the Goods. Safetytech Fire shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

8.1 The warranty shall commence from the date of completion of installation of Goods, or for Goods sold on a supply only or supply and commission basis upon delivery of the Goods to the Customer ("Warranty Period").

8.2 During the Warranty Period, any Goods that prove to be defective will be repaired or replaced by Safetytech Fire at its option.

8.3 The warranty provided under this Agreement is dependent upon regular maintenance work being carried out to an Australian Standard or Manufacturer's Recommendations.

8.4 The parties agree that when evaluating a claim for defect, due allowance shall be made for fair wear and tear of the Goods. Should the Customer or any other party attempt to carry out repairs, mal-operate or modify the Goods in any way during the Warranty Period, Safetytech Fire 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 Safetytech Fire's control or that of the manufacturer.

8.5 The Customer shall inspect all Goods upon delivery and within 5 business days of delivery, give written notice to Safetytech Fire if any of the Goods are not in accordance with the Customer's order.

8.6 Safetytech Fire will accept Goods returned for credit where Safetytech Fire has incorrectly supplied a Goods or the Goods has been damaged in transit by Safetytech Fire's carrier.

8.7 Goods may not be returned for credit without obtaining prior written authorisation from Safetytech Fire.

8.8 Goods returned for credit, except under 8.6 above, shall be subject to a 15% or \$20.00 (whichever is greater) restocking fee and except where Goods are returned under f) above, all freight charges for goods returned for credit shall be prepaid by the Customer unless otherwise approved by Safetytech Fire in writing.

9. Intellectual Property

9.1 Safetytech Fire retains all rights, title and interest in any intellectual property including any design(s), documentation, diagrams or plans existing or arising during the course of the work under this Agreement. All intellectual property supplied by the Customer at the commencement of this Agreement remains the property of the Customer but the Customer grants Safetytech Fire a perpetual, irrevocable, royalty free, non-exclusive licence to use, reproduce and modify the Customer's intellectual property. The Customer indemnifies Safetytech Fire for any threatened or actual claim of intellectual property infringement arising out of Safetytech Fire's use of the Customer's intellectual property.

10. Safetytech Fire's Liability

10.1 Nothing in this Agreement excludes, restricts or modifies the application of the provisions of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this Agreement to be void.

10.2 To the extent permitted by law, Safetytech Fire's aggregate liability under this Agreement, whether in contract, tort (including negligence) or otherwise, will be limited to the value of payments received by Safetytech Fire from the Customer.

10.3 Notwithstanding anything else in this Agreement, Safetytech Fire 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.

10.4 The Customer acknowledges and agrees that it is reasonable for Safetytech Fire to limit its liability under this Agreement.

11. Hydrostatic testing

11.1 Before any hydrant mains are turned off Safetytech Fire recommend an authorised person from the company or premises assist with an inspection of the fire service, so a timetable can be implemented for the purpose of minimising the risk in areas which cannot be shut down due to operational and safety to employees on site while working.

11.2 Pressure testing of the fire hydrant service pipe work can cause some systems to fail or burst under the require pressure of 1700 kPa. Safetytech Fire encourage all its customers to take the appropriate action in notifying their insurance company, employees, contractors, on the day of the test. Safetytech Fire accepts no liability whatsoever for system failure caused by the test and any damage caused as a result of the performance of the test, regardless of anything else stated in this agreement and regardless of any act or omission by Safetytech Fire. This quotation does not allow for the repairing of any pipe work or valves which leak while conducting the pressure testing procedure.

11.3 Before conducting the hydrostatic test all steps will be taken to ensure the fire hose reels are fully shut down at isolating valve at reel and the fire hydrants are not leaking from washers before test. Further a visual inspection will be carried out.

11.4 Servicing of any underground check valves or isolating valves which may be installed in a pit are excluded from this quotation and will be quoted separately, unless otherwise stated in the quotation.

12. Insurances

12.1 Safetytech Fire will maintain \$5 million public liability insurance and Workers Compensation insurance.

12.2 The Customer must keep the Goods insured against all risks for Goods of that kind from the time the risk in the Goods passes to Customer until the time that title to the Goods passes to Customer. Customer holds the proceeds of that insurance on trust for Safetytech Fire up to the amount it owes Safetytech Fire in respect of those Goods, and must

keep such proceeds in a separate account until the liability to Safetytech Fire is discharged and must immediately pay that amount to Safetytech Fire.

13. Price, Fees and Charges

13.1 At Safetytech Fire's sole discretion the Price shall be either:

- (i) As indicated on invoices provided by Safetytech Fire to the Customer in respect of Goods supplied; or
- (ii) Safetytech Fire's current price at the date of delivery of the Goods according to Safetytech Fire's current Price list; or
- (iii) Safetytech Fire's quoted Price (subject to clause 20) which shall be binding upon Safetytech Fire provided that the Customer shall accept Safetytech Fire's quotation in writing within thirty (30) days.

13.2 Safetytech Fire reserves the right to change the Price in the event of a variation to Safetytech Fire's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to hidden or unidentifiable difficulties or as a result of increases to Safetytech Fire in the cost of materials and labour) will be charged for on the basis of Safetytech Fire's quotation and will be shown as variations on the invoice.

13.3 At Safetytech Fire's sole discretion a non-refundable deposit may be required.

13.4 Safetytech Fire may submit detailed progress payment claims in accordance with Safetytech Fire's specified payment schedule. Such payment claims may include the reasonable value of authorised variations and the value of any materials delivered to the site but not yet installed.

13.5 At Safetytech Fire's sole discretion:

- (a) payment shall be due on delivery of the Goods; or
- (b) payment for approved Customers shall be due thirty (30) days following the end of the month stated on the invoice.

13.6 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.

13.7 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price), or by direct credit, or by any other method as agreed to between the Customer and Safetytech Fire.

13.8 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

13.9 The Customer agrees to pay Safetytech Fire the fees specified in this Agreement without set-off, deduction or discount of any kind.

13.10 Title to and ownership of the Goods shall pass to the Customer upon final payment of the fees specified in this Agreement, despite delivery of the Goods. Therefore, for the avoidance of doubt, the Goods remain the sole and absolute property of Safetytech Fire as full legal and equitable owner until such time as the Customer has paid Safetytech Fire the full purchase price together with the full price of any other Goods the subject of any other contract with Safetytech Fire. Risk in the Goods shall pass to the Customer upon delivery.

13.11 The Customer acknowledges that he receives possession of and holds Goods delivered by Safetytech Fire solely as bailee for Safetytech Fire until such time as the full price thereof is paid to Safetytech Fire together with the full price of any other Goods then the subject of any other contract with Safetytech Fire.

13.12 Until such time as the Customer becomes the owner of the Goods, he will:

- i) store them on the premises separately;
- ii) ensure that the Goods are kept in good and serviceable condition;
- iii) cure the Goods from risk, damage and theft; and
- iv) keep the Goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the Customer.

13.13 Until the Goods are paid for in full, Safetytech Fire authorises the Customer to sell the Goods as its agent, however, the Customer shall not represent to any third parties that it is acting in any way for Safetytech Fire. Safetytech Fire will not be bound by any contracts with third parties to which the Customer is a party. Records shall be kept by the customer of any Goods owned by Safetytech Fire. The proceeds of any sale of the Goods shall be paid into a separate account and held in trust for Safetytech Fire. The Customer shall account to Safetytech Fire from this fund for the full price of the Goods. If the Customer is entitled to a period of credit, but if prior to the expiration of the period of credit the Goods are sold and the proceeds of sale received the Customer shall account forthwith to Safetytech Fire for the price of the Goods.

13.14 Should the Customer die, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws or being a company calls a meeting for the purpose of or to go into liquidation or has a winding-up petition presented against it or has a receiver or administrator appointed, Safetytech Fire may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this Agreement suspend or cancel this Agreement or require payment in cash before or on delivery or tender of Goods or documents notwithstanding terms of payment previously specified or may repossess and take over the Goods and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.

13.15 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to the Goods/ Goods in trust for Safetytech Fire. Such part shall be deemed to equal in dollar terms to the amount owing by the Customer to Safetytech Fire at the time of the receipt of such proceeds.

13.16 If the Customer does not pay for any Goods on the due date then Safetytech Fire is hereby irrevocably authorised by the Customer to enter the Customer's premises or any premises under the control of the Customer as agent of the Customer and use reasonable force to take possession of the Goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever. On retaking possession of the Goods Safetytech Fire may elect to refund to the Customer any part payment that may have been made and to credit the Customer's account with the value of the Goods less any charge for recovery of the Goods, or to resell the Goods.

13.17 Safetytech Fire shall have the right to adjust the fees periodically in respect of an increase/fall in the cost of its services.

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