

## ADDITIONAL INFORMATION

### EXCLUSIONS - This quote does not include the following (unless indicated):

Consumables such as Spare Parts, Work outside normal hours, Anti-Tamper Seals, Maintenance Tags, Repairs to Serviced Equipment mentioned above, Barcode labels, Monthly testing of Hydrant Systems, Annual Sprinkler Flow Test, Annual Hydrant Flow Test, Batteries for Fire Indication Panels and all parts associated with Annual Testing, Pressure Test or Recharge on Extinguishers, Fire Plans, Emergency Callouts, Brigade Monitoring fees, Maintenance of devices nominated within provisions of Passive Fire and Smoke Containment Systems AS1851 section 17, Annual Survey Reports in accordance with AS1851 sections 2 – 9, Certification to Installation and BCA Code, all required Test Books and 3-yearly and 5-yearly tests on Sprinkler Valves and Pumps.

### INSURANCE

Applied Fire Protection and Maintenance Pty Ltd maintains current Public & Property Liability Insurance and Professional

### INDUSTRY ASSOCIATION

Applied Fire Protection and Maintenance is a corporate member of the Fire Protection Association of Australia. Association members must adhere to a strict code of practice.

### STANDARDS

All work is carried out to comply with Australian Standards, the Building Code of Australia and Occupational Health and Safety (OH&S) requirements.

### GST INCLUSIVE PRICES

All prices quoted include GST.

### PAYMENT METHODS

We accept payment for invoices by Direct Deposit or Cheque.

## ADDITIONAL SERVICES AVAILABLE

Applied Fire Protection can also provide quotations for the following services if

### FIRE PLANS

We recommend that all Fire Protection and Safety Equipment be numbered and be depicted on a floor plan of each area, this will assist with future control and servicing of Equipment.

We have available Auto-Cad Design and Drafting Facilities, Fire Escape Plans and Fire Equipment Plans.

An additional quotation can be provided to provide these services if required.

### OCCUPATIONAL HEALTH & SAFETY

We can provide the following services to assist with OH&S compliance:

- Test and Tagging of Electrical equipment and leads.
- Preparation of Emergency Evacuation Plans.
- Fire safety Training.

### EMERGENCY SERVICE – Call 1800 60 70 14

Emergency service starts from the time we leave our premises until the time we return. Please note that this hourly service rate includes all administration costs, fuel and travel.

Normal hours Emergency call outs (8am to 4pm Monday to Friday) will be billed on the normal hourly rate (\$66.00 per hour) with a minimum billable period of two hours.

After hours Emergency Service (4pm – 8 am Monday to Friday/ All day Saturday and Sunday and Public Holidays) will be billed at the after hours rate (\$99.00 per hour) with a minimum billable period of 4 hours.

## Standard Terms and Conditions

### 1. GENERAL

1.1 In these terms and conditions, unless the context otherwise requires: 'Company' means Applied Fire Protection & Maintenance Pty Ltd; 'Customer' means any person, firm, company, authority or agency of any other entry of any kind which places an order for goods with the Company; and, 'Goods' means those goods or services sold by the Company from time to time.

1.2 All invoices and claims in respect hereto will be made under the Security of Payments Act 1999.

1.3 These terms and conditions can only be varied if expressly agreed to in writing by an authorized representative of the Company.

### 2. ACCEPTANCE

2.1 All orders from the Customer are subject to review and acceptance by the Company. In the absence of acceptance in writing by the Customer of these terms and conditions, acceptance, or payment for, any goods to which an order relates shall constitute an acceptance.

2.2 These terms and conditions shall bind the Company's successors and permitted assigns and the Customer's executors, administrators and permitted assigns, or being a company, its successors and permitted assigns.

### 3. PRICES

3.1 Unless otherwise agreed to in writing by an authorized representative of the Company, the price charged and payable by the Customer to the Company for goods shall be the price in Australian dollars ruling at the date of acceptance of the order from the Customer, together with any taxes, charges and delivery costs in relation to the Goods, if any.

3.2 Notwithstanding Clause 3.1, the Company shall not charge the Customer any applicable tax if the Company is satisfied prior to delivery of the Goods that the Customer is exempt from the payment of such tax.

3.3 Prices for imported goods are based upon the Bank selling rate of exchange as at the date of delivery of the Goods.

### 4. PAYMENTS

4.1 All payments for Goods shall be in advance unless otherwise agreed in writing by the Company.

4.2 If deliveries are made in instalments, each instalment shall be separately paid for when due without regard to other deliveries.

4.3 The Company reserves the right to revoke at any time any credit extended to the Customer because of the Customer's failure to make any payment when due or for any other reason.

4.4 Should the Customer fail to pay any amount owing to the Company when due, the Company shall, in addition to all other rights and remedies which it has under these terms and conditions, at law or in equity, be entitled to charge interest at the rate of ten (10) percent per annum or such higher or lower rate as the Company deems to be reasonable in the circumstances, which interest the Company and the Customer agree to be a reasonable estimate of the Company's damage suffered due to late payment of amounts due and not a penalty.

4.5 Interest pursuant to clause 4.4 shall be payable on demand and shall be calculated daily from the date payment was due to the date of actual full and final payment.

4.6 Any payment by the Customer to the Company shall be credited first against any interest accrued pursuant to clause 4.4 to the date of payment and then against all monies due to the Company under whatever account in order of delivery date or the date of deemed delivery, whichever is earlier.

### 5. DELIVERY AND RISK

5.1 Delivery of goods shall be deemed upon delivery to the Customer or its Agent or Nominee or to a Freight Company commissioned on behalf of the Customer.

5.2 The Company reserves the right to make deliveries in installments and this contract shall be severable as to such installments.

5.3 The Company shall not be liable for late delivery or delay in delivery

5.4 Upon delivery or deemed delivery of the goods, the goods shall be at the Customer's risk and the customer shall, from that date, insure the goods for their full replacement value.

## 6. TITLE

6.1 Absolute property in the goods shall remain in the Company until the Company has received payment in full of the price payable in respect of the goods and in the case of payment by cheque, or other negotiable instrument, until the same has been honoured. Pending such payment, the Customer shall possess the goods as bailee only. If (a) the customer fails to make any payment when due; (b) the customer commences to be wound up or suffers a provisional liquidator, liquidator, official manager or any other administrator of the affairs of insolvent companies to be appointed; (c) the customer suffers a receiver or receiver and manager to be appointed; (d) the customer becomes insolvent or bankrupt or commits an act of bankruptcy; (e) proceedings are commenced or an application is made for the appointment of any persons listed above; (f) a mortgagee or agent for such mortgagee enters into possession of the customer's assets; or (g) these terms and conditions are breached.

The company may, without previous notice, repossess the Goods and enter the Customer's premises or building site where work was undertaken for the purpose of such repossession and seek any other remedies provided at law or in equity or otherwise.

6.2 If, notwithstanding the other provisions of these terms and conditions, the customer sells all or any of the goods supplied by the Company to the Customer to a third party, bona fide and in the ordinary course of business, then the Customer undertakes and agrees to retain and hold out of the monies paid by such third party an amount equal to the amount owed by the customer to the company for those goods and to account for those monies to the Company upon being so required by the Company and to assign to Company the benefit of any claim against that third party.

6.3 No provision of this clause 6 is intended to constitute a change in respect of the goods or in respect of any monies paid to the customer by any third party purchasing such goods. If any provision of these terms and conditions creates a charge over any goods supplied, or monies paid to the Customer by any third party purchasing such products, then that provision shall be severed from these terms and conditions the remainder of the provisions shall be read as if that severed provision was not part of these terms and conditions.

6.4 The provisions of this clause shall apply notwithstanding the provision of credit by the Company to the customer.

## 7. WARRANTIES

7.1 The customer shall comply with all necessary permits and licences and adhere to all necessary and appropriate safety precautions in relation to the goods.

7.2 Notwithstanding any other provision of these terms and conditions, these terms and conditions are subject to any rights, entitlements and remedies conferred upon the Customer and any liabilities imposed on the company by any such condition and warranty can be excluded, it is hereby excluded. Insofar as any such condition or warranty can be limited, restricted or modified, it is hereby limited, restricted or modified.

7.3 Subject to clause 7.2, any liability arising in relation to goods the subject of the customer's order, however arising and whether for consequential loss or otherwise, and including any liability arising by virtue of any representation or warranty, whether express or implied by law, is hereby excluded.

7.4 Any Liability incurred by the company to the customer is limited to: (a) the replacement or the supply of equivalent goods; or; (b) the repair of the goods (excluding labour costs); or; (c) the payment of the cost of replacement or the acquisition of equivalent goods (excluding labour costs); or; (d) the payment of the cost of repair of the goods (excluding labour costs)

## 8. CANCELLATION

No cancellation by the Customer for default by the Company shall be effective unless and until the company shall have failed to correct such alleged default within fifteen (15) days of receipt by the company of written notice specifying the default or if such default requires the importation to Australia of Goods then within three (3) months after such receipt. The customer may cancel an order, other than for defaults, only upon payment of all costs incurred for and reasonably allocated to the cancelled portion of the order by the Company in accordance with generally accepted accounting principles and practices plus any reasonable profit on such cost.

## 9. FORCE MAJEURE

Deliveries may be totally or partially suspended by the Company during any period in which the Company may be prevented or hindered from delivering by the Company's normal means of supply or delivery through any circumstance beyond its reasonable control. Such circumstances shall include, but not be limited to, compliance with any laws, regulations, orders, acts, instructions or priority requests of any government, or any department or agency, civil or military authority, acts of God; acts of the public enemy, acts or omissions of the Customer, fires, floods, strikes, lockouts, embargoes, wars, labour or material storage, riots, insurrections, defaults of the company's suppliers or subcontractors, delays in transportation, or loss or damage to Goods in transit.

#### 10. PALLETS

At all times the Company retains the right of possession of any pallets used for delivery of the Goods and the Customer agrees to indemnify the Company in respect of any pallets not returned in good order and condition to the Company within one (1) month of delivery of the goods.

#### 11. WEIGHT

In absence of a proven defect in the Company's system of weighing, the weight of Goods sold by the Company shall be the lost weight determined by the Company's system of weighing prior to delivery.

#### 12. COST RECOVERY

Any expenses, costs or disbursements incurred by Applied Fire Protection & Maintenance in recovering any outstanding monies including debt collection fee's and Solicitor costs shall be paid by the customer, providing that those fees do not exceed the scale charges as charged by that Debt Collection Agency/Solicitor plus any out of pocket

#### 13. RETURNED GOODS

13.1 The Company will not be obliged to accept returned goods except if Goods are faulty or incorrect. In the later circumstances, the Goods shall only be returned on terms acceptable to the Company.

13.2 Accept in circumstances of delivery of faulty Goods, incorrect Goods or short delivery of Goods, the Customer will bear any expense of transportation of Goods returned to the Company.

13.3 All returned goods accepted by the Company (except under warranty) shall incur a 5% re-stocking fee.

#### 14. WAIVER

No failure, delay, relaxation or indulgence on the part of the Company in exercising any power, right or remedy conferred upon the Company shall operate as a waiver, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise of that or any other power, right or remedy.

#### 15. PENALTY INTEREST

The Purchaser shall pay to Applied Fire Protection & Maintenance Pty Ltd interest on any outstanding monies due to

#### 16. RISK

The risk in the goods shall pass to the buyer on delivery but the legal and equitable property in the goods shall not pass to the buyer until payment for the goods and for all other goods supplied by the seller to the buyer has been received by the seller. The buyer may sell or deal in the ordinary course of business with the goods and with interest of the seller in the goods and may for the purpose of such sale or dealing part with possession thereof but the proceeds of any sale or dealing will be held by the buyer on trust for the seller and shall be paid into a separate account and appropriated in paying all sums owing to the seller. The buyer hereby agrees to accept this appointment as trustee. Subject as aforesaid the buyer shall, so long as the seller is entitled to the property and the goods. Without prejudice to any other of seller's rights, the seller and the buyer agree that the seller may enter upon the property of the buyer to recover the goods which remain the property of the seller here under in the event of default within business hours without notice and take possession of the goods.

#### 17. DISSOLUTION

This agreement can be dissolved by either party by giving a minimum of 45 days notice in writing and all monies and goods owing have been received.