SURFSIDE SECURITY SYSTEMS TERMS AND CONDITIONS: SYSTEM INSTALLATION

1. GENERAL

In this Agreement, Surfside Security Systems subsequently referred to as **SSS.** This Agreement is subject to the following Terms and Conditions, which, with attached and referenced documents, forms the whole of the Agreement. These conditions supersede any previous undertakings whether written or oral. The terms, provisions and conditions of this Agreement may only be varied by agreement in writing or oral. The terms, provisions and conditions of this Agreement may only be varied by agreement in writing between the parties. The agreement is entered into subject to satisfactory credit approval of the Client, and is to be governed by the laws of the State or Territory where the work is carried out. Terms and conditions on the dated quotation that vary to this document take precedence over the appertaining terms and conditions contained in this document.

2. VALIDITY

This quotation is open for acceptance for a period of 30 days from the date of the quotation.

3. PAYMENT AND SECURITY

The amount invoiced shall be paid by the Client to **SSS** within thirty (30) days of the date of invoice, without set-off, or discount. All prices quoted include Goods and Services Tax (GST) of 10% unless otherwise stated. **SSS** may claim payment progressively according to the attached Schedule, or where there is no Schedule, on a monthly basis, and all such claims shall be by notice in writing. All prices quoted are net and no retentions shall apply to payments. Should the client delay making payment to **SSS, SSS** shall have the right to charge interest on the outstanding amount at the rate of 12%, compounded half yearly. Ownership of the material and equipment provided by **SSS** to the Client is only transferred to the Client when it has paid all sums owing to **SSS,** whether under this Agreement or otherwise. Where Security of Payment legislation applies, the Agreement is to be interpreted in terms of that legislation.

4. INSURANCE, AND CARE AND PROPERTY OF THE WORKS

INSURANCE OF THE WORKS. Before **SSS** commences work, **SSS** shall insure the Work under the Agreement for, as a minimum, the full value of the Works. Insurance shall be under conditions determined by **SSS.**

PUBLIC AND PRODUCTS LIABILITY INSURANCE. Before **SSS** commences work, **SSS** shall effect and maintain for the duration of the Agreement, to the end of the Warranty Period, a Public and Product Liability Insurance policy. Insurances shall be under conditions determined by **SSS.**

INSURANCE OF EMPLOYEES. Before **SSS** commences work, **SSS** shall insure against statutory and common law liability for death of or injury to persons employed by **SSS**. The insurance cover shall be maintained for the duration of the Agreement to the end of the Warranty Period.

GENERAL. **SSS** shall take all reasonable measures to protect people and property, avoid unnecessary interference with the passage of persons and property and prevent nuisance and disturbance. Except for risks for which the Client is responsible, **SSS** shall be responsible for the care of the Works. The excepted risks include negligence by the Client or its agents, *Force Majeure* events, ionising radiation, use of occupation of the system by the Client or it agents, and defects in the design where the design is provided by a party or parties others than **SSS.**

5. INDEMNITY

In no event shall the Client and **SSS** be liable to each other whether in contract, in tort, under any warranty or any other basis of liability for any special, incident or consequential damages, including but not limited to, lost business or profits and in no event shall either party's liability to the other exceed one million dollars ($1,000,000)

6. TIME AND PROGRESS

If **SSS** is delayed in reaching completion by a cause of delay which is outside its reasonable control and provides the Client with a written claim for an extension of time, then **SSS** shall be entitled to a reasonable extension of time. Should **SSS** be delayed in carrying out its work by acts or omissions of the Client or its agents, then **SSS** shall be entitled to claim the costs of the delay from the Client, and the amount shall be a debt due and owing to **SSS**. Should liquidated damages apply to this Agreement for late completion, these shall be the full and sole remedy for **SSS**'s delay, shall be a reasonable daily amount and shall be limited to 5% of the contract price.

7. WARRANTY

The system is covered by a Warranty which shall commence at practical completion or system commissioning (which ever is valid) and extend for the period shown on the attached Schedule, or where there is no Schedule, for a period of twelve (12) months. During the Warranty Period equipment supplied under this Agreement which proves faulty will be repaired or replaced by **SSS** at its option and at its expense. Warranty is dependent on regular service work being carried out to Australian Standard AS2201. **SSS** will carry out this service work if so desired. When evaluating a claimed defect, due allowance shall be made for fair wear and tear. Should other contractors, or the Client, attempt to carry out repairs, mal-operate the system, or modify it in any way during the Warranty Period without **SSS**'s permission, **SSS** shall be relieved of its obligations under the Warranty Provisions. Work under the Warranty Provisions shall exclude items not of **SSS**'s supply. Equipment connected to existing systems may, at **SSS** option, be excluded from **SSS**'s obligations. Work under the Warranty Provisions shall be carried out in normal working hours and exclude maintenance and service of the Work which shall be covered by a separate Service Contract where required.

8. SCOPE OF WORK AND INTELLECTUAL PROPERTY

The Scope of Work is restricted to that specifically described in the order. Drawings supplied by the Client shall be in both hard copy and soft copy format. Where the design is supplied by the Client, the Client accepts full responsibility for the design, and indemnifies **SSS** against any claim rising in respect thereof. The client retains intellectual property in any design it supplies. Where the design is supplied by **SSS, SSS** warrants that the design does not infringe any intellectual property rights. All intellectual property in the design supplied by **SSS** is and remains the property of **SSS.** All information supplied by **SSS** is to be treated as strictly confidential.

9. VARIATIONS

The Client may, before completion, direct **SSS** in writing to vary the work. Where time permits the Client shall request a quotation for the proposed variation, and **SSS** shall advise in writing the price, time extension and technical impact of any proposed variation. Variations shall be priced by **SSS** employing standard price lists or reasonable rates or prices, and shall include a reasonable amount for design costs, management costs, overheads and profit.

10. SITE WORK

The Client shall make the site available to **SSS** by the agreed date, or if no date is agreed, consistent with the time frame in the attached Schedule. All work is to be carried out within the normal working hours 7.00am to 5.00pm Monday to Friday. The Agreement is based upon **SSS** having free and uninterrupted access to the work area at all times, and on work being capable of being executed in a continuous sequence. Should lack of work force **SSS** to leave site and return to site the reasonable costs of doing so may be added to the contract price. The client shall provide adequate site facilities as set out in the attached Schedule at no cost to **SSS.** Where not otherwise stated, these shall include site power, site lighting, lifting and handling equipment, scaffolding, scissor lifts, elevated work platforms, and rubbish removal skips. The Client is responsible for identifying the location of any existing services. His Agreement is based upon the State and Federal Awards applicable to the class of work. Should it be necessary to pay site allowances the cost of these shall be added to the contract price. Minor building work including trenching, backfilling and restoration, provision of penetrations, making good flashing, chasing, fitting door furniture and coring doors, provision of mounting brackets and foundation plinths and provision of 240 volt local power supplies is to be by others at no cost to **SSS**.

11. SMOKE DETECTION SYSTEMS

Smoke Detection equipment sold and installed by **SSS** as part of an intruder alarm security system does not comply with AS1670-1995 *Fire Detection. Warning Control and Intercom Systems*, nor with legislation relating to Fire Alarm equipment and installation. It is the responsibility of the Client to ensure that Fire Alarm equipment and installation required by legislation and standards is installed in the premise in addition to any Smoke Detection equipment installed in the premise at the Client's request by **SSS** All Smoke Detection equipment installed by **SSS** must be serviced in accordance with the manufacturer's specifications, and it is the responsibility of the Client to arrange such servicing. **SSS** on the written request of the Client can arrange servicing of the Smoke Detection equipment. Smoke Detection equipment sold, installed and serviced by **SSS** is not Life Saving equipment.

12. MONITORING LINES

Where required by the Agreement and as agreed between the parties, **SSS** shall arrange for an approved carrier such as Telstra Corporation to install Direct Line and Securitel Line connection sockets for the purpose of monitoring the system. Payment for all the approved carrier's work is the responsibility of the Client. Telephone exchange lines are to be provided by the Client at the Client's expense. The Client shall advise **SSS** when the approved carrier has installed the required fittings and these are ready for connection.

13. DEFAULT, INSOLVENCY AND CANCELLATION.

If either the Client or **SSS** breaches the Agreement, and if the defaulting party fails to show cause, the other party may terminate the Agreement. If the Agreement is terminated under this clause, the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing the Agreement had the defaulting party repudiated the Agreement and the other party elected to treat the Agreement as at an end and recover damages. If either the Client or **SSS** becomes insolvent, then the other party may terminate the Agreement. Should the Client cancel the Agreement, the Client shall pay **SSS** all reasonable costs, expenses, overheads and loss of profit.

14. DISPUTES RESOLUTION

Should a dispute develop between the parties then either party may give to the other party a written notice of dispute clearly setting out the details of the dispute. The parties shall then confer to attempt to resolve the dispute. Should the parties fail to resolve the dispute in seven days (7), either party may refer the dispute to arbitration, to be carried out by the Australian Commercial Disputes Centre.

15. *FORCE MAJEURE* EVENTS

A party ("Affected Party") is not liable for any failure to perform an obligation (other than to pay money) under this Agreement caused by any of the following events ("Event"): Acts of God, strikes, lock-outs, bans. Limitation of work or other industrial disturbance, riots, war, insurrection, vandalism, sabotage, national emergency (whether in fact or law), piracy, hijack, act of terrorism including the use or threatened use of violence or act putting the public or any section of it in fear, embargo, government acts regulations or requests, accidents, delays in transportation, inability to obtain resources, default by suppliers and subcontractors, which prevent or hinder the Affected Party from carrying out its obligations under the Agreement. The Affected Party must notify the other party as soon as practicable of any anticipated delay or failure caused by an event. The performance of the Affected Party's obligations under the Agreement is suspended for the period during which the Affected Party is reasonably prevented from performing an obligation which is caused by the Event ("Delay") and the Affected Party is not liable for any loss or damage whatsoever suffered by the other party during such suspension.