

## Terms & Conditions of Sale

### 1. Interpretation

#### 1.1. In these Terms:

**“Company”** means Advanced Technology – Phone, Security & Fire, ABN 66 618 228 523

**“Customer”** means the purchaser of Goods and Services provided by the Company.

**“Goods”** means all goods sold and/or delivered by the Company to the Customer.

**“Services”** means all services provided by the Company to the Customer.

**“Terms”** means these terms and conditions of sale.

The Company reserve the right to amend and update these Terms and Conditions from time to time at their discretion. Any changes made thus take immediate effect once the Customer is notified of such changes.

### 2. Application

2.1. These Terms apply to all contracts for the sale of Goods & Services by the Company.

2.2. No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.

2.3. The Customer acknowledges that no employee or agent of the Company has the right to make any representation, warranty or promise in relation to the Goods & Services or the sale of the Goods & Services other than as contained in these Terms.

### 3. Engagement

3.1. The Company warrants that their employees and contractors have the necessary skills, knowledge, experience, and expertise to perform the services agreed upon and will perform the service in a proper and competent manner.

3.2. The Company warrants that they, their employees, and permitted sub-contractors hold all necessary licenses (where applicable), insurances (where applicable), and permits (where applicable) that are required in order to allow the Company to perform the services. Applicable industry standards and codes will be complied with by the Company at all times.

3.3. If an event occurs that is beyond the reasonable control of the Company but prevents the Company from performing the service on or by the agreed date, the Company will immediately inform the Customer and provide an estimate of the time for completion of the service. The Company will make all reasonable efforts to minimise any inconvenience to the Customer.

3.4. The Company will provide all equipment and all materials as may be necessary to properly and efficiently perform the service. Unless agreed otherwise (in writing) all materials, including products supplied, will be new and of high quality, fit for their purpose. All Company equipment will be safe for use, properly maintained and capable of being used to carry out the service.

3.5. If the Customer requires a variation to the service, the Company will provide a quotation for performing that service as varied, for which an additional sum will be added to the originally quoted price, if accepted by the Customer. If the Customer does not accept the

quotation, the Company is not obliged to carry out the variation. Customer acceptance of the variation will be by means of either issuing a purchase order referencing the variation quotation or by signing and stating the Customer's agreement to the quotation and returning it to the Company. The Company will not undertake any requested variation until written agreement as detailed above is provided.

**3.6.** The Company may use sub-contractors to provide some of the service. In such circumstances, the Company will ensure that:

**3.6.1.** the sub-contractors engaged by the Company are qualified, hold all required licenses, and are otherwise able to perform the service in an appropriate and professional manner;

**3.6.2.** the sub-contractors engaged by the Company will not, by act or omission, do or not do anything that would, if done by the Company, be a breach of any of these terms;

**3.6.3.** the subcontractors engaged by the Company hold current and applicable insurances.

**3.7.** The Company is responsible for all fees payable to sub-contractors.

#### **4. Acceptance of these Terms**

**4.1.** Any act by the Customer, or those legally acting on behalf of the customer, which requests the Company to begin performing and/or providing any services and/or materials will be deemed as acceptance of these Terms and Conditions.

**4.2.** Once these Terms and Conditions are accepted by the Customer, they are binding as outlined under 2.2.

**4.3.** Should the Customer cancel the engagement of the Company after the engagement has been accepted, the Customer agrees that they may be held liable for any reasonable costs incurred by the Company in relation to the provision of the goods and/or services up to the point of cancellation, including but not limited to restocking fees, non-recoverable freight charges, and labour.

#### **5. Quotations, Invoices, and Payment**

**5.1.** A quotation provided by the Company will remain valid for thirty days unless otherwise, and expressly, stated. On expiry of that period, if the Customer wishes to proceed, a quote revision will need to be provided by the Company and accepted by the Customer before services can commence.

**5.2.** A deposit may be required from the Customer prior to order of goods to be provided by the Company to the Customer. The amount of the deposit will be determined and outlined in the relevant quotation.

**5.3.** The balance of the invoice price must be paid in full within 14 days of the date of the final tax invoice, or within the time frame negotiated with and confirmed in writing by the Company.

**5.4.** The Customer will pay the Company's fees in accordance with the Terms of the Company's quotation. Unless stated otherwise in writing, payment is due within 14 days from the date of the invoice.

**5.5.** The Company will issue a tax invoice for the goods and services provided and performed. The price may vary from the originally quoted price if authorised variations have been agreed upon during the execution of the services.

- 5.6. Payment of the Company's tax invoice must be made in any of the following manner: Credit card, cheque, electronic transfer to the Company's bank account, cash, or by EziDebit.
- 5.7. Where the Customer fails to pay any tax invoice on or before the due date, the Customer agrees that the Company will add interest to the total outstanding amount, calculated on a daily basis, at the rate of 1.5% per month as from the date the payment was due until payment has been received by the Company.
- 5.8. In the event the Customer defaults in payment of an invoice, the Customer shall indemnify the Company for any costs incurred by the Company in recovering the outstanding amount, including but not limited to solicitors' fees.
- 5.9. The Company retain title to any equipment, goods and/or services (including in the event where the Customer goes into liquidation or files for bankruptcy) until full payment is received by the Company.

## **6. Limitation and Warranty**

- 6.1. The Company warrants that all services it provides, including any product it supplies as part of the service, will be fit for its intended purpose, will be capable of being used by the Customer for its intended purpose, and will perform in accordance within its applicable specifications (if any).
- 6.2. All statutory warranties that can be lawfully excluded are hereby expressly excluded.
- 6.3. To the extent permitted by law, the Company is not liable for negligence or otherwise to any person, including the Customer, for any loss or damage, including consequential loss, suffered or incurred in relation to the Company's service or products supplied.
- 6.4. Where the service is not of the kind ordinarily required for personal, domestic or household use or consumption, then the liability of the Company is limited pursuant to s.64A of the Competition and Consumer Act 2010 (Cth) to, at the discretion of the Company:
  - a) the supplying of the service again; or
  - b) the payment of the cost/s of having the service supplied again.

## **7. Occupational Health and Safety/Workplace Health and Safety**

- 7.1. If the service is to be performed on the Customer's property, the Customer will ensure that the Customer is authorised to occupy those premises and/or obtain the service.
- 7.2. The Customer will ensure that if the service is to be performed on the Customer's property, that at all times the property is safe, and that all facilities provided by the Customer for the purposes of enabling the service to be performed are also safe.
- 7.3. The Customer will ensure that the Company has free and unimpeded access to the place in which the services are to take place and that the Customer will do all things to ensure that the Company is not delayed by matters within the control of the Customer. The customer accepts that the Company has the right to impose stand down charges and recover additional costs incurred where work is delayed by reason not in the control of the Company and where the Company is unable to reasonably reschedule services.
- 7.4. The Company will ensure that at all times in performing the service they use safe and proper procedures and practices and that all their employees are appropriately trained and supervised and observe all proper safety practices. Where protective equipment, clothing or materials are required, these will be provided by the Company, and the Company will ensure that these are used at all relevant times.

**7.5.** The Company will at all times have current Workers Compensation Insurance and will, on request with prior notice, provide evidence to the Customer of its currency.

## **8. Jurisdiction**

It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of New South Wales, and each Party covenants that it submits to the jurisdiction of the Courts of New South Wales for the resolution of any dispute under the Agreement.

## **9. Force Majeure**

Neither the Company nor the Customer shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.