

TERMS AND CONDITIONS OF SUPPLY

B POINT SECURITY PL

1. DEFINITIONS

- 1.1.** In this Agreement these terms have the following meanings:
- a) "Agreement" means both these Terms & Conditions and the Service Application Form;
 - b) "Australian Standards" means the applicable standards published by Standards Australia relating to the item of service described by Standards Australia and the Standards Association of Australia;
 - c) "Commencement Date" means the commencement date specified in the Service Application Form;
 - d) "Company" means B Point Security Pty Ltd (336 350 885 41), 189-191 Balaclava Rd, Caulfield North, VIC 3161;
 - e) "Customer" means the Client stated in page 1 of this Customer Service Agreement;
 - f) "Deposit" means for any charges to the Customer which exceed \$3,000, 30% being payable as a pre-payment;
 - g) "Duress Alarm" means monitoring signals activated by a Customer activating the panic, duress or hold-up alarm of the Customer's security system;
 - h) "Fire Alarm" means monitoring relating to fire detection;
 - i) "Maintenance Services" means attendance at the Premises by a technician of the Company to reset, adjust or repair the Security System;
 - j) "Medical Duress Device" means monitoring signals activated by a Customer activating the medical duress device of the Customer's security system;
 - k) "Monitoring Services" means the services provided by the Company stated in the Service Application Form;
 - l) "Premises" means the Premises of the Customer stated in the Service Application Form where the Security System is installed;
 - m) "Provider" means Executive Security Solutions Pty Ltd or other company engaged by the Company to provide Monitoring Services;
 - n) "Response Types" means the Resposne Types set out in page 4 of this Customer Service Agreement
 - o) "Security System" means the equipment including Smoke Detector Alarm, Fire Alarm, Medical Duress Device and/or Duress Alarm stated in the Service Application Form;
 - p) "Service Application Form" means the first three pages of this document;
 - q) "Smoke Detector Alarm" means monitoring relating to smoke detection;
 - r) "Term" means the periods during which the Maintenance and Monitoring Services are provided.

2. INSTALLATION OF SECURITY SYSTEM

- 2.1.** The Company shall on the Commencement Date install the Security System at the Premises for the charges stated in the Service Application Form.
- 2.2.** All additional works required in cutting ways of access, excavation, trenching and connection of power services are not included in charges for the installation of the Security System.
- 2.3.** Unless otherwise agreed, the Customer is responsible for arranging and paying for of the telecommunications connection and usage fees.

3. MONITORING & MAINTENANCE SERVICES

- 3.1.** The Company shall engage a Provider to provide the Monitoring Services of the Security System to the standard of a Grade 1 Central Monitoring Station AS2201.
- 3.2.** The Company shall arrange for Monitoring Services as the Customer has elected to receive as the stated Response Types in the Service Application Form.
- 3.3.** The Company shall throughout the Term in respect of the Security System provide the Maintenance Services set out in the Service Application Form as applicable under any relevant warranty or otherwise for a fee to eb advised by the Company to the Customer.
- 3.4.** This Agreement shall renew automatically for a further term of one year on each anniversary of the commencement of the Term, unless either party gives the other notice not later than the 30 days before the last day of the existing Term.

4. PAYMENT

- 4.1.** The Customer must:
- a) pay the Deposit (as it applies) before commencement of any works;
 - b) pay the Company the agreed fees in the amounts stated in the Service Application Form;
 - c) unless otherwise agreed, the Customer undertakes to make payment of agreed fees either by way of the direct debit from the Customer's nominated bank account or other automated payment system nominated by the Company.
 - d) pay interest on unpaid fees at the rate of interest advised from time to time by the Company on fees not paid within 30 days of the due date;
- 4.2.** The Company reserves the right to vary the fees stated in a quotation or in the Service Application Form at any time after the date of this

agreement for any reason and such increase shall take effect from the date of the notification to the Customer.

- 4.3.** The Customer shall not set off any monies owing under this agreement.
- 4.4.** The Company reserves the right to retain any part of the Deposit for the provision of services and Monitoring Services and Maintenance Services whereby the Customer has caused inconvenience to the Company in carrying out those services.
- 4.5.** Where any provision of Monitoring Services or Maintenance Services is subject to GST an amount equal to the GST paid or payable for them is the liability of the Customer.
- 4.6.** Each party agrees to all things, including providing invoices and other documentation that may be necessary to assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable under this Agreement.
- 4.7.** In this clause the expression "GST" means any Goods and Services Tax in the nature of the tax on the supply of goods and services levied or assessed by the Commonwealth of Australia.

5. CUSTOMER OBLIGATIONS AND ACKNOWLEDGEMENTS

- 5.1.** The Customer shall unless otherwise provided in this Agreement:
- a) be responsible for providing a safe working environment on the Premises including notifying the Company of any risks or potential risks to the safety and health of the Company's employees or agents or sub-contractors;
 - b) give the Company detailed instructions that may be varied as required to facilitate the Company's arrangements of the Monitoring Services and Maintenance Services. The records of the Company will be conclusive evidence of all instructions from the Customer. The Company reserves the right to unilaterally correct or amend any wrong or inconsistent instructions that are otherwise required to provide the Monitoring and Maintenance Services;
 - c) carry out regular testing and servicing in accordance with the manufacturers specifications of the Security System and the connection with a provider's monitoring station and shall comply with all operation and maintenance instructions in relation to the Security System without delay and otherwise do all things required to maintain the Security System in good working condition;
 - d) immediately notify the Company of any defects in the Security System discovered during testing under subparagraph 5.1(c);
 - e) seek an evaluation from the Company of the Customer security requirements if the use or layout of the Premises or level of risk changes from that applying at the Commencement Date;
 - f) promptly notify the Company of any break in or attempted break in to the Premises.
 - g) allow the Company access to the Premises whenever reasonably required for the purposes of recovering the security system testing the Security System and its operational performance.
- 5.2.** The Customer acknowledges that:
- a) the Customer has not relied upon any representation or warranty except as stated in this Agreement;
 - b) to the full extent permitted by law it has satisfied itself that the Security System delivered meets the description and condition of the Security System purchased and described in the Service Application Form;
 - c) it will ensure that all agents and personnel of the Customer will be trained in the use of the Security System before its operation and if applicable to pay the Company's fees for providing such training;
 - d) it has a responsibility to notify the Company should there be any difficulty in understanding the directions of the Company as to the operation of the Security System;
 - e) payment of fees within the period stated in the Service Application Form is a fundamental term of this Agreement;
 - f) to the full extent permitted by the law the Company shall have no liability whatsoever to the Customer in respect of any act or omission on behalf of the Company for any work required to be undertaken by the Company when the Customer is in breach of its payment obligations under this Agreement;
 - g) that the Company does not guarantee that the services provided under this agreement will prevent all or any unauthorised entry, loss or damage and that the Customer releases the Company against any such claim and undertakes that it has its own insurance cover for all insurance risks to the Premises;
 - h) the Customer will indemnify the Company against all costs and expenses incurred for work required to disconnect or program the Security System;
 - i) the Company and the Provider cannot take steps on responding to an alarm except as directed by the Customer.
 - j) that Smoke Detector Alarms and Fire Alarms sold and installed by the Company as part of a Security System is intended for the Provider use only;
 - k) is not intended for the purposes contemplated by, and does not comply with, AS1670-1995 Fire Detection, Warning Control and

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- Intercom Systems, the Building Code of Australia and applicable legislation and Australian Standards relating to fire alarm equipment and installation;
- l) it is the responsibility of the Customer to ensure that where such requirements apply, fire alarm equipment to the standard required by applicable legislation, Australian standards and the Building Code of Australia is installed by others at the Customer's premises in addition to any smoke detection equipment installed by the Company;
 - m) the Smoke Detector Alarms and Fire Alarms sold, installed and served by the Company are not life saving equipment and must not be relied on by the Customer for the purposes of meeting any obligation under any Commonwealth or State legislation, Australian Standards, local regulations or the Building Code of Australia or for insurance purposes;
 - n) the Company does not represent that the Monitoring Services or the connecting telecommunication lines may not be circumvented or will in all cases carry out the function for which they are designed;
 - o) no representation is made or implied that any act, matter or thing to be performed or done by the Provider will be performed in any particular manner or in accordance with any standard or system or with the care or skill or without negligence and any implied obligation or term to do so is expressly excluded;
 - p) no representation is made or term or obligation implied that the Provider equipment or any line will remain in working order or in proper working condition or operate properly or is fit or suitable for any purpose or is of any particular quality or compliance with any standard and it is acknowledged that possible interruptions can arise from circumstances including but not limited to failure of alarm signaling equipment, failure of power supply to alarm signaling equipment, failure of the telephone network or direct line, failure of the Provider's receiver equipment, failure of the Provider's communications link or failure of the Provider's computer monitoring equipment.
- 5.3.** Further the Customer both acknowledges that the Company is not liable for, releases and indemnifies the Company against any claims made for loss or damage caused by:
- a) Any failure of the power supply to a Security System;
 - b) Failure by the Company or the Customer to undertake a remedial course of action or mitigate loss or damage to an alarm response signal sent by the Provider;
 - c) Any claims made resulting from any accident, error, variations and surge of power, fusion, fire, air-conditioning malfunction, water damage, corrosion and any other cause beyond the control of the Provider;
 - d) Any false alarm signal from a Security System not caused by any breach by the Provider of its obligations under this Agreement;
 - e) Any improper use of a Security System.
- 6. LIMITATION OF LIABILITY**
- 6.1.** The Company under this Agreement:
- a) agrees to replace the Security System within a reasonable time only while under the manufacturers warranty if the equipment is found to be defective and cannot be repaired
 - b) agrees to arrange for the re-supply of the Monitoring Services for the equivalent period in which the Monitoring Services have not been supplied;
 - c) will not be liable to the Customer for any complaints not notified within three months of the completion of the Security System installation or the provision of Monitoring Services;
 - d) accepts liability for:
 - i. for death or personal injury resulting from its negligence or
 - ii. the negligence of its employees or agents acting in the course of their employment;
 - iii. for direct physical damage to the Premises or their contents up to the maximum sum of \$2,000 to the extent to which such damage or loss is caused by Company's negligence or its employee's or agent's negligence whilst working on the Premises in the course of their employment.
- 6.2.** Except as provided for in this Agreement the Company's total liability to the Customer whether in contract, tort, or otherwise, is to the extent permitted by the law limited as stated in this clause 6 and the Company has no further or other liability to the Customer whether for consequential loss or any other loss.
- 6.3.** The Company acknowledges that legislation implies certain warranties into this Agreement which cannot be excluded and where such terms are implied this agreement is to be read as if they were applicable to this agreement.
- 6.4.** The Customer warrants that:
- a) unless the Customer has advised the Company to the contrary the Customer has not entered into this agreement in the capacity of a trustee of any trust or settlement;
 - b) it will immediately notify the Company of any changes of address or in the ownership of its business or contact details;
 - c) the Customer shall indemnify and keep indemnified and hold harmless the Company against any action, loss, cost, claim or damage that may be brought against or suffered by the Company for any breach of any warranty given by the Customer in this Agreement;
- 7. RETENTION OF TITLE**
- 7.1.** Title in the Security System will not pass from the Company until it receives payment in full for the Security System and services of all monies owing by the Customer to the Company.
- 7.2.** Until title to the Security System has passed to the Customer in accordance with clause 7.1 the Security System remains to the sole and absolute property of the Company as legal and equitable owner.
- 7.3.** The Company shall be entitled at any time to demand the return of the Security System and shall be entitled without notice to the Customer to enter the Premises in order to search for and remove the Security System.
- 8. TERMINATION**
- 8.1.** The parties agree that any breach by the Customer of any provision of this Agreement, which is not rectified within 7 days of notification, shall entitle the Company to terminate the agreement.
- 8.2.** If prior to the expiry of the Term the Customer wishes to terminate this Agreement on 30 days notice, the Company is entitled to demand payment of the unpaid agreed charges for the balance of the Term.
- 8.3.** Notwithstanding sub-clause 8.1 the Company reserves the right to terminate this Agreement immediately and without notice to the Customer.
- 9. GENERAL PROVISIONS**
- 9.1.** This Agreement shall be subject to the laws of the State of Victoria and the parties submit to the jurisdiction of the Courts of that State.
- 9.2.** This Agreement embodies the whole agreement between the parties and all previous negotiations, representations, warranties, arrangements, statements (if any) regarding the subject matter or intentions of either parties are excluded.
- 9.3.** The Customer acknowledges that it has not been induced to enter into this Agreement by any representation, advice or information given or made by or on behalf of the Company.
- 9.4.** Any notice required under this Agreement must be in writing given by post, email, facsimile or a hand to the Company or the Customer at the address set out in the Service Application Form or as notified to each other as from time to time.
- 9.5.** The Company is not responsible to the Customer for any delay in delivery or installation of the Security System, the provision of Monitoring Services or the provision of Maintenance Services caused by matters beyond the reasonable control of the Company including without limitation acts of God, acts of Government, war or other hostility, national or international disaster, fire, explosion, power failure, equipment failure and ability to obtain necessary supplies and any other force majeure occurrence.
- 9.6.** The Customer shall not assign its interests in this Agreement at the prior consent of the Company.
- 9.7.** The Company shall be entitled at any time to assign any part of its rights and obligation under this Agreement.