

Parties

<i>The Supplier:</i>	Integrated Fire Services Pty Ltd (A.C.N. 006 017 723)
<i>The Customer:</i>	

1 Definitions

- 1.1. The Supplier is Integrated Fire Services Pty Ltd (A.C.N. 006 017 723) of 28 Byron Street, Ringwood VIC 3134.
- 1.2. The Customer is the party who places the Order with the Supplier or any person acting on behalf of and with the authority of the Customer that the Order is provided for.
- 1.3. The Guarantor is the person, or entity, who agrees to be liable for the debts of the Customer.
- 1.4. The Order shall be defined as any request for the provision of Services by the Customer with the Supplier which has been accepted by the Supplier.
- 1.5. The Services are the production and supply of fire consulting related engineering documents, Designs documents, consultation services with the Customer and relevant third parties and/or attendances to premises provided by the Supplier, including any advice, representation and/or recommendations.
- 1.6. The Design Documents include but are not limited to all plans, drawings, drafts, revisions and other documentation created by the Supplier in the course of providing the Services to the Customer pursuant to the Order. The definition of the Design Documents in these Terms and Condition is consistent with that of a document as defined in Copyright Act (1968) Commonwealth.
- 1.7. The Premises are the land and/or buildings where the Services are to be carried out or for which the Services relate to.
- 1.8. The Price is the amount invoiced for Services provided and any disbursements incurred.
- 1.9. Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 1.10. Invoices include invoices for Services provided.
- 1.11. G.S.T. refers to Goods and Services Tax under the Goods and Services Act 1999 ("G.S.T. Act") and the terms used herein have meaning contained within the G.S.T. Act.
- 1.12. Major failure refers to Major Failure as defined under the Competition and Consumer Act 2010 and the Fair Trading Acts in each of the States and Territories of Australia.
- 1.13. Security interest as defined in Section 12 of the Personal Property Securities Act 2009 (Cth).
- 1.14. Security Agreement, "Commingled Goods", "Collateral", "Financing Statement", "Financing Change Statement" is defined under Section 10 of the Personal Property Securities Act 2009 (Cth.).
- 1.15. Copyright means all rights in respect of the Services provided to the Customer arising under the Copyright Act (1968) Commonwealth.

2 General

- 2.1. These Terms and Conditions together with the Supplier's written or verbal Fee Proposal forms this Agreement and should be read in conjunction with the Supplier's Credit Application Form.
- 2.2. Any Order requested by the Customer is deemed to be an Order incorporating these Terms and Conditions and may not be varied unless expressly agreed to by the parties in writing. In the event that an inconsistency exists and/or arises between these Terms and Conditions and the Order it is acknowledged between the parties that these Terms and Conditions will prevail.
- 2.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Supplier.
- 2.4. The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 2.5. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 2.6. Where more than one Customer completes this Agreement each shall be liable jointly and severally.
- 2.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 2.8. The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent but the Supplier acknowledges that it remains at all times liable to the Customer.
- 2.9. The failure by the Supplier to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.
- 2.10. The Customer acknowledges that the Supplier may detail these Terms and Conditions on its website www.integratedfire.com.au. In this event, the Terms and Conditions on the Supplier's website shall apply to any future dealings as between the parties and the Customer is deemed to have notice of any such Terms and Conditions and/or amendments.

3 Placement of Orders

- 3.1. Orders placed by the Customer with the Supplier will be considered valid when placing the Order by verbally and/or in writing.
- 3.2. Any written Quotation given by the Supplier shall expire thirty (30) days after the date of the written quotation. Quotations

may also be provided to the Customer by verbal communication.

- 3.3. All prices are based on taxes and statutory charges current at the time of the Quotation. Should these vary during the period from the date of the Quotation to the date of the invoice, the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by the Supplier.

4 Price

- 4.1. G.S.T. will be charged on the Services provided by the Supplier that attract G.S.T. at the applicable rate.
- 4.2. The Supplier reserves the right to change the Price to the Supplier's Order in the event of a variation which was previously unknown or unforeseen by the parties at the time the Order was placed, and notice will be provided in writing by the Supplier within a reasonable time.
- 4.3. At the Supplier's sole discretion the Price shall be either:
- 4.3.1. As detailed on invoices provided by the Supplier to the Customer in respect of Services provided; or
- 4.3.2. The Supplier's quoted Price as for the Order (subject to clause 4.2.).

5 Provision of Services

- 5.1. At any time before payment is made by the Customer, the Supplier reserves its right to:
- 5.1.1. Decline requests for any Services requested by the Customer.
- 5.1.2. Cancel or postpone appointments at their discretion.
- 5.2. At the sole discretion of the Supplier, the Supplier may charge an attendance fee at its prevailing rate for any appointments made by the parties which the Customer fails to attend.
- 5.3. Subject to otherwise complying with its obligations under this Agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Services and of satisfying the Customer's expectations of those Services.
- 5.4. Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Services at specific times requested by the Customer during the term of this Agreement and the Supplier will not be held responsible for any delay due to inclement weather, failure of the Customer to provide required Items or changes requested to be made by the Customer and/or in any circumstances beyond the Supplier's reasonable control.
- 5.5. In the discharge of its duties, the Supplier shall comply with all reasonable directions of the Customer as to the nature and scope of the Services provided.
- 5.6. Nothing in the above clause shall effect the Supplier's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.
- 5.7. The Supplier may agree to provide, on request from the Customer, additional Services not included or specifically excluded in the Quotation/Order. In this event, the Supplier shall be entitled to make an additional charge. Additional Services include, but is not limited to, alterations, amendments, and any additional visits by the Supplier after provision of the Goods and/or Services at the request of the Customer.

6 Access to Premises

- 6.1. The Customer covenants that he is either the owner of the Premises or is acting with the authority of the owner.
- 6.2. The Customer grants full, safe and clear access to the Supplier, its servants and agents to the Premises and allows the Supplier its servant and agents to use any necessary essential services, resources, equipment, materials and information at no costs to the Supplier.
- 6.3. In the instance where the Customer fails to comply with 6.1. and 6.2. herein and/or the Supplier's work is interfered with, at the Suppliers sole discretion the Customer will be charged an additional fee.

7 Payment and Credit Policy

- 7.1. Any reference to Customer shall include all Customers, unless it refers to a specific group of Customers.
- 7.2. For credit purposes, the two main groups of Customers are Non-Account Customers and Account Customers.
- 7.3. **Non-Account Customers**
- 7.3.1 The Customer must make full payment of the Price upon completion of the Services ("Default Date").
- 7.4. **Account Customers**
- 7.4.1 The Customers must make full payment to the Supplier within twenty eight (28) days from the date of issue of invoice for the invoice for the Services ("Default Date").
- 7.5. **Credit**
- 7.5.1 Credit will only be granted at the sole discretion of the Supplier and upon submission of a complete Credit Application Form.
- 7.5.2 Any Credit granted may be revised by the Supplier at any time and at its discretion.
- 7.5.3 The Supplier reserves the right to withdraw any credit facility upon any breach by the Customer of the Terms and Conditions or upon the Customer ceasing to trade and/or being subject to any legal proceedings and/or the Customer committing any act of insolvency.
- 7.5.4 The Customer agrees that upon such withdrawal, any and all monies owing on the account shall become immediately due and payable.

8 Dishonour of Cheque

- 8.1. If any cheque issued by the Customer or by any third party in payment of the Price is dishonoured:
- 8.1.1 The Supplier may refuse to supply any further Services until satisfactory payment is received in full, including

bank fees and charges;

8.1.2 The Supplier is entitled to treat the dishonour of the Customer's cheque as a repudiation of this Agreement and to elect between terminating this Agreement or affirming this Agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Customer.

8.1.3 The Customer may be liable for a dishonoured cheque fee of \$40.00.

9 Default

9.1 Invoices issued by the Supplier shall be due and payable by the Default Date. Without prejudice to any other rights of the Supplier, the Customer may be charged account keeping fees of two per cent (2%) calculated on a monthly basis on any payment in arrears.

9.2 If the Supplier does not receive the Outstanding Balance for the Price on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency and/or law firm for collection for further action. The Customer acknowledges and agrees that:

9.2.1 After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;

9.2.2 In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:

$$\text{Commission} = \frac{\text{Original Debt}}{100 - \text{Commission \% charged by the agency (including G.S.T.)}} \times 100$$

9.2.3 In the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au

9.2.4 In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

10 Risk and Liability

10.1 The Customer will ensure when placing Orders that there is sufficient information to enable the Supplier to execute the Order.

10.2 The Supplier takes no responsibility if the information provided by the Customer is wrong or inaccurate and the Customer will be liable in that event for the expenses incurred by the Supplier for any time required to rectify the Order.

10.3 The Customer is responsible for ensuring that the Supplier is made aware of any special requirements pertaining to the Order and the Supplier relies upon the integrity of the information supplied to it.

10.4 The Supplier takes no responsibility and will not be liable for any damages or costs resulting in the Services being faulty as a consequence of insufficient information provided by the Customer.

10.5 The Supplier takes no responsibility for representations made in relation to the Services or any delay in the delivery of the Services made by a third party or third party.

10.6 The Customer acknowledges that the Supplier shall not be liable for and the Customer releases the Supplier from any loss incurred as a result of delay or failure to provide the Services or to observe any of these conditions due to an event of force majeure, for any cause or circumstances beyond the Supplier's reasonable control.

10.7 The Supplier does not represent that it will carry out any Services unless it is included in the Quote.

10.8 The Supplier is released from any indirect, special and/or consequential loss or damage arising as a result of the Customer's failure to observe and abide by clauses 10.1 to 10.7 herein, and the Supplier shall under no circumstances be liable to the Customer, whether in Contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with the Order. The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Order shall in no circumstances exceed the total Price paid.

11 Warranty

11.1 The Supplier warrants that the rights and remedies to the Customer in this Agreement for warranty against defects are in addition to other rights and remedies of the Customer under any applicable Law in relation to the Goods and Services to which the warranty relates.

11.2 The Supplier does not purport to restrict, modify or exclude any liability that can not be excluded under the Competition and Consumer Act 2010 or the Fair Trading Acts in each of the States and Territories of Australia.

11.3 Warranty for Services

11.3.1 To the extent permitted by law, the Supplier's liability in respect to defective Services will be limited to:

11.3.1.1 The re-supply of Services; or

11.3.1.2 The payment of the cost of having the Services supplied again; or

11.3.1.3 The refund of the Price paid by the Customer in respect of Services.

11.4 In respect of all claims the Supplier shall not be liable to compensate the Customer for any reasonable delay in remedying the defective Services or in properly assessing the Customer's claim. The Customer warrants that it will use its best endeavours to assist the Supplier with identifying the nature of the defective Services claim.

11.5 Claims made under Warranty

11.5. Subject to clause 11.1. and 11.2 herein claims for warranty should be made in one of the following ways:

- 11.5.1 The Customer must send the claim in writing together with proof of purchase to the Supplier's business address stated in clause 1.1 of this Agreement;
- 11.5.2. The Customer must email the claim together with the proof of purchase to the Supplier on paul@integratedfire.com.au
- 11.5.3 The Customer must contact the Supplier on the Supplier's business number (03) 9870 1317

12 Personal Property Securities ACT 2009 (CTH) ("PPSA")

- 12.1. The Customer acknowledges that these Terms and Conditions will constitute a Security Agreement which creates a security interest in favour of the Supplier over all present and after acquired Goods and/or Services supplied by the Supplier to the Customer to secure the payment of the Price or any other amount owing under this agreement from time to time including future advances.
- 12.2 The Customer acknowledges that by accepting these Terms and Conditions and by virtue of the retention of title clause as provided for in Clause 13, the security interest is a purchase money security interest ("PMSI") as defined under Section 14 of the PPSA for all present, after acquired Goods and/or Services including any Commingled Goods.
- 12.3 The security interest will continue to apply as an interest in the Collateral for the purposes of PPSA with priority over registered or unregistered security interest.
- 12.4 The Supplier may register the security interest as PMSI on the Personal Property Securities Register ("PPSR") under the PPSA without providing further notice to the Customer.
- 12.5 The Customer agrees the Supplier is not required to disclose information pertaining to the Supplier's security interest to an interest party unless required to do pursuant to PPSA or under the general law.
- 12.6 The Customer agrees and undertakes:
 - 12.6.1 To sign any documents and/or provide further information reasonably required by the Supplier to register Financing Statement or Financing Change Statement on the PPSR;
 - 12.6.2 To indemnify the Supplier for all expenses and/or costs incurred by the Supplier in registering a Financing Statement or Financing Change Statement on PPSR including the costs of amending, maintaining, releasing and enforcing any security interests in the Goods;
 - 12.6.3 Not to register and/or make a demand to alter a Financing Statement in the Collateral without prior written consent of the Supplier;
 - 12.6.4 To provide the Supplier with seven (7) days written notice of any change or proposed change to the Customer's business name, address, contact details or other changes in the Customer's details registered on the PPSR;
 - 12.6.5 To waive any rights of enforcement under Section 115 of the PPSA for Collateral not used predominantly for personal, domestic or household purposes;
 - 12.6.6 To waive any rights to receive Verification Statement in respect of any Financial Statement or Financing Charge Statement under Section 157 of the PPSA.

13 Termination and Cancellation

13.1 Cancellation by Supplier

- 13.1.1 The Supplier may cancel any Order to which these Terms and Conditions apply or cancel the provision of Services at any time before the Services are provided by giving written notice to the Customer. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- 13.1.2 In the event the Order is subject to Progress payments, the Supplier shall be entitled to suspend and/or cease the completion of the Order if the Customer's Progress Payments are in arrears. The Supplier is entitled to recommence the provision of Services once the arrears are cleared and the Progress Payments are up to date.
- 13.1.3 Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
 - 13.1.3.1 Any money payable to the Supplier becomes overdue and after a request for payment in writing has been made; or
 - 13.1.3.2 The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - 13.1.3.3 A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer or any judgment is taken out against the Customer and remains unpaid for more than seven (7) days.

13.2 Cancellation by Customer

- 13.2.1 Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing.
- 13.2.2 In the event that the Customer cancels Services to be provided the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 13.2.3 If the Customer places an Order with the Supplier and the Supplier places an Order with a third party Supplier to meet the Customer's request, the Customer shall be liable for the Price of the Services ordered if the Customer cancels the Order and the Services have already been provided.

- 13.2.4 The Supplier acknowledges that in the event the Supplier contravenes any of the terms listed herein, then clauses 13.1.3, 13.2.1 and 13.2.2. will not apply.

14 Copyright

- 14.1 All documents created by the Supplier remain the property of the Supplier and any reproduction of the same by the Customer and/or third party, in whole or in part, without a written authorisation by the Supplier will constitute an infringement of Copyright in accordance with the provisions of the Copyright Act (1968) Commonwealth.
- 14.2 Where the Customer provides the Supplier any materials including but not limited to sketches, photographs drawings plans and/or concepts upon which the Supplier is to base the Services, the Customer is responsible to obtain all necessary authorities in respect to such materials and in the instance of any claim arising out of such material which either directly and or indirectly infringes the intellectual property and or copyright of a third party the Customer shall indemnify and keep indemnifying the Supplier against all actions, proceedings, claims, demands, liabilities, either express or implied and all costs losses, losses of profit, damages and expenses whatsoever which may be taken against the Supplier or incurred or become payable by the Supplier resulting or arising from any claim or infringement of any patent, registered design, trademark, copyright, Moral Rights, or any other property interest of a third party which may result out of the use by the Supplier of the material and or documents created by the Supplier.
- 14.3 Accordingly, the Supplier may advertise any documents created as a result of Customer's Order for the purpose of its own promotion.

15 Confidentiality

- 15.1 The Customer agrees to retain full confidentiality of all dealings with the Supplier and in the absence of any written prior agreement, agrees not to, use any ideas, systems or processes communicated or otherwise made available by the Supplier to the Customer.

16 Set-off

- 16.1 The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.
- 16.2 The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.

17 Insurance

- 17.1 The Customer is responsible to effect whatever insurance cover he requires at his own expense.

18 Agreed Use

- 18.1 The Customer acknowledges that the Customer may forfeit any rights if any, he may have against the Supplier if:
- 18.1.1 The Services are applied for any other use for which the Services are not intended or substantially not in accordance with the instructions provided by the Supplier;
- 18.1.2 Any alteration to the Services is carried out other than in accordance with intended alterations.
- 18.2 The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the Services in any way and shall indemnify in full the Supplier, its servants and/or agents in relation to all such claims.

19 Jurisdiction

- 19.1 This Agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate Courts of Victoria.

20 Privacy Act 1988

- 20.1 The Customer and/or the Guarantor/s agrees;
- 20.1.1 For the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.
- 20.1.2 That the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency.
- 20.1.3 The Customer consent to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

21 Entire Agreement

- 21.1 These Terms and Conditions as defined in Clause 2.1 constitute the whole Agreement made between the Customer and the Supplier.
- 21.2 This Agreement can only be amended in writing signed by each of the parties.
- 21.3 All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.
- 21.4 Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the Competition and Consumer Act 2010 or the Fair Trading Acts in each of the States and Territories of Australia.



Integrated Fire Services Pty Ltd (A.C.N. 006 017 723)
 Terms and conditions of the agreement between customer and
 supplier.

I/We understand and agree to be bound by the Terms and Conditions set out herein.

<i>Name of supplier</i>	Paul Verheijden
<i>Position held</i>	Managing Director
<i>Signature</i>	
<i>Date</i>	

<i>Name of customer</i>		<i>Witness name</i>	
<i>Position held</i>		<i>Address</i>	
<i>Signature</i>		<i>Signature</i>	
<i>Date</i>		<i>Date</i>	