

TERMS AND CONDITIONS Effective Mar 2022

These terms and conditions represent the agreement between **Total Gate & Door Automation Pty Ltd (ACN 123 838 022)**, their servants, assignees, related companies, suppliers, agents or subcontractors ("the Company") and the person or legal entity to whom this quotation is addressed ("the Purchaser"), herein referred to as "the Quotation".

Quotations

1. The Quotation shall remain current for a period of 7 days, or as otherwise stated, from the date specified on the Quotation and is provided on the basis of E & OE (errors and omissions excepted). The Company will not be bound by any typographical or calculation errors contained in the Quotation and it is the responsibility of the Purchaser to check all aspects of the Quotation prior to acceptance. The Quotation is an "invitation to treat" only and does not represent a legal binding agreement between the Company and the Purchaser. The Company warrants that all proposed works (herein referred to as "the works") will be undertaken according to generally accepted industry standards unless specifically stated or requested by the Purchaser and agreed to by the Company.
2. The Quotation is based on a cleared, surveyed and marked alignment of the site for the works (where applicable). Unless noted in the Quotation, any costs incurred by the Company in respect of clearing and surveying the alignment will be payable in addition to the Purchaser's quoted amount. Adequate soil compaction and/or consistency to hold the works is also warranted by the Purchaser.
3. Unless stated in the Quotation, no allowance has been made for any obstructions, above or below the soil such as rock or shale, concrete, tree roots, broken posts or any other item(s) which may be encountered during the performance of the contract. Additional charges based on the Company's current hourly rates for labour plus any other required costs (all inclusive of GST) will be made to cover the costs incurred as a result of such obstructions.
4. Upon acceptance of the Quotation, a booking fee / deposit or payment up front may be required prior to the commencement of any works and scheduling will not occur until after receipt of this booking fee / deposit. Should the Purchaser elect to cancel the works prior to commencement or completion, the Company reserves the right to apply and administrative charges applicable and deduct from any deposit refunds (if applicable). Refunds of any deposits will be made by cheque only.
5. At its discretion, the Company may elect to proceed with a quotation which is accepted after 7 days has elapsed. In such cases, the Company reserves the right to apply any price increases to the original quotation, where applicable.
6. The Purchaser is expected to read and fully comprehend all aspects of the Quotation prior to signing and commencement of works. The Company will not be responsible for any errors or omissions in the Quotation that have not been advised by the Purchaser in writing. The Company will only undertake and complete works expressly outlined in the Quotation and any associated variations. The Purchaser will not be entitled to rely on any verbal representations by either party that are not expressly identified in the Quotation or subsequently in writing.

Jurisdiction

7. The Purchaser acknowledges and agrees that this agreement shall be governed by the laws of South Australia, and the laws of the Commonwealth of Australia that are applicable to South Australia.
8. The parties to this agreement submit to the non-exclusive jurisdiction of the Courts of South Australia and the relevant Federal Courts and Courts competent to hear appeals from those Courts.

Credit applications

9. The Company may require the Purchaser to complete an Application for Credit Form where the works are to be completed on account. All other works are to be on a "cash on completion" basis only.

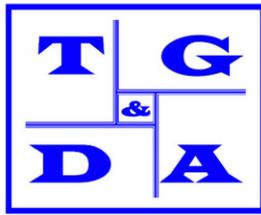
10. The Purchaser acknowledges and agrees that any credit to be provided to the Purchaser by the Company is to be applied wholly for commercial purposes.

Notices and permits

11. Any Notices to be given or Permits required as a consequence of the works must be provided to the Company by the Purchaser or their designate, within any specified time frames prior to the Company commencing work. The Company will not advocate on behalf of owners of contiguous properties to the works where this applies.

Undertaking works

12. The Company reserves all rights to refuse to commence or continue works where, in the opinion of the Company, the customer has engaged in conduct, either verbally or in writing, that is considered abusive, aggressive, deceptive or not in accordance with generally accepted standards of behaviour. The Company will not be liable for any damage, loss or inconvenience caused by such refusal.
13. The Purchaser, or their designate, is responsible for the supervision of the works, including providing explicit instruction with respect to the placement of all automation equipment, gates, posts and associated fencing, and shall, where erection is involved, advise the erector of the location of all electrical cables, gas or water pipes, sewage, telephone lines and/or other service facility which is or may be affected by the proposed works.
14. The Company shall not be liable for the incorrect location of the works, such as gate placement, post positioning or the like, or for any damage whatsoever to any services described above.
15. The Purchaser agrees to fully indemnify the Company at all times against any claims or demands made by any person or authority in respect of such incorrect location or resultant damage unless it can be explicitly shown that the Company is responsible for such location.
16. Where the Company assumes responsibility for services location, liability is strictly limited to the extent whereby services are reasonably detectable by a specialist services detection contractor. In respect of undetectable services (for example, PVC piping) the Purchaser, or their designate/s must provide exact locations if the Company is expected to assume responsibility.
17. The Company undertakes to install all items subject to the Quotation in accordance with generally accepted standards of practice where relevant. The Company will, however, be entitled to install any items subject to the Quotation in a manner deemed acceptable for the application, for example, installing fencing panels in line with any applicable ground slope as opposed to a level installation should no reasonable written instruction be provided by the Purchaser.
18. Whilst all due care will be taken to ensure a quality finish on powder coated items, some minor imperfections are occasionally beyond the control of the Company, such as imperfections in steel or aluminium finishing, or very minor scuffing during the installation process. The Company will ensure all materials are handled in the most careful manner possible and will apply touch-ups in accordance with generally accepted industry standards where relevant.
19. The Company accepts no responsibility for damage to finished surfaces (including paving, concrete and bitumen) unless specifically nominated as a result of undertaking the works. Any trees, shrubs and landscaping in the vicinity of the works are the unconditional responsibility of the Purchaser and may be removed by the Company if deemed necessary. Additionally, the Company accepts no responsibility for damage to finished surfaces not caused by the Company that occur during a staged installation process.
20. It is the responsibility of the Purchaser to restore paved surfaces after cabling unless specifically included in the Quotation.



21. Any waste removal, including excess soil, is the responsibility of the Purchaser unless specifically included in the Quotation.

Cabling and conduit works

22. If the Purchaser engages a third party to provide any cabling or conduit work, especially prior to concrete works and/or paving, the Company is to verify the correct cabling and/or conduit requirements prior to installation. Our standard callout charges will apply as an additional cost to the Quotation.
23. Any rectification works undertaken by the Company for incorrectly located or configured cabling or conduit will incur additional charges and possible delays.

Free access

24. The Quotation is provided on the basis of free access by the Company to the jobsite during normal working hours and also access to undertake the works continuously without breaking the Company's work schedule for the job, unless by prior agreement. Variations to this will incur additional charges.
25. Detention time may be charged at our standard ruling rates in the event delays occur on the jobsite as a result of the Purchaser limiting access. This includes a failure of the Purchaser to attend at the agreed time as confirmed by the Company prior to attendance.

Variations

26. Any variation, alteration or modification of the work or materials must be in writing and signed by the Purchaser or their authorised representative and the Company reserves the right to vary the quoted price for any variations as necessary. The Company reserves the right to cease work until any such variations are received in the approved form, and no liquidated damages or the like will be accepted in relation to time lost in obtaining the approval of such variations.

Responsibility for payment

27. Upon acceptance of the Quotation, payment will be the responsibility of the person or legal entity to whom the Quotation is directed. Such acceptance will be taken as an authority to proceed with all work including, if applicable, demolition of existing fences and/or structures. The legal entity to whom the Quotation is addressed is assumed to have obtained the agreement of all relevant property owners, occupants and authorities from whom approval is required, where applicable. The Company will not negotiate with any such parties on behalf of the Purchaser.
28. Any delays incurred as a result of failure to obtain such approval where required may be an additional cost to the Purchaser.
29. The Purchaser must advise the Company in writing of any changes to whom the Quotation is to be directed / addressed. The Company reserves the right to refuse such changes at its discretion.

Progress claims

30. The Company, at its discretion, shall be entitled to render to the Purchaser progress claims based on a pro-rata value of work completed, or on the basis of full completion of various sections / stages of works subject to the Quotation. Such claims are to be paid by the Purchaser upon submission of the Company's invoice, subject to the Company's payment terms.
31. The Company reserves the right to cease all works and apply additional charges (refer to the clauses below) until full payment of any progress claims is received, including any applicable charges levied. The Purchaser agrees to fully indemnify the Company from any loss or damage caused by the Company's cessation of works due to non-payment of progress claims.

Payment on completion

32. Pursuant to any credit agreement between the Company and the Purchaser, the Company's payment terms apply upon completion of the works. Any dispute or concern regarding the works are to be delivered to the Company in writing, no later than 2 days following completion of the works, prior to any further action being undertaken.

33. Should the Company incur legal and/or other expenses including any reasonable internal costs as well as any payments to an Agency licensed under the *Commercial & Private Agents Act 1986* (SA) (as amended) or a legal practitioner in obtaining or attempting to obtain payment of all or part of any amount(s) due, the Purchaser is liable for the payment of those expenses on a Solicitor-Client basis. These are due and payable immediately when advised to the Purchaser.

34. An overdue charge of \$25.00, accruing from the day after the due date will be charged on any overdue amount on the account. Additional administrative charges will then accrue thereafter and further in consideration of any grant of credit, the Purchaser expressly undertakes to pay all such overdue and administrative charges.

35. The Purchaser agrees to pay the Company's costs and expenses incurred in pursuing any recovery action, or any other claim or remedy, against the Purchaser, including any debt recovery fees and legal costs on an indemnity basis. Such costs and expenses will be due and payable by the Purchaser to the Company irrespective of whether pursuit of the recovery action, claim or remedy is successful.

36. The Purchaser acknowledges and agrees that payments by the Purchaser will be applied by the Company as follows:

- a. Firstly, in payment of any and all collection costs and legal costs, where applicable.
- b. Secondly, in payment of any overdue or administrative charges incurred in accordance with clause pertaining to such charges above.
- c. Thirdly, in payment of the outstanding invoice(s).

Ownership of goods

37. Property in the goods supplied shall remain vested in the Company and shall not pass to the Purchaser until all monies owing by the Purchaser to the Company, together with all collection and repossession and legal costs incurred, have been paid in full, plus any Government charges or taxes where applicable.

38. Notwithstanding the above, the goods are at the entire risk of the Purchaser from the time of delivery. In the event the Purchaser defaults in the payment of any monies owing hereunder, the Company and its employees or agents reserve the right to enter, without notice, upon the premises occupied by the Purchaser (or any Receiver, Receiver and Manager, Administrator, Liquidator or Trustee in Bankruptcy of the Purchaser) or any other premises where the goods are known to be located to repossess the goods and for this purpose the Purchaser shall grant all reasonable access rights and the Company and its employees or agents shall be entitled to do all things required to protect its position. This includes any installed materials and any visual evidence of the installed item(s) having been installed will not be rectified after removal.

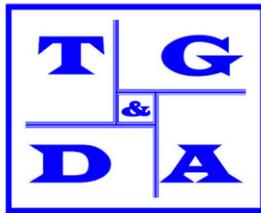
39. The Purchaser will be responsible for the Company's costs and expenses incurred in exercising its rights under clause 37. Where the Company exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Purchaser against the Company, its employees, servants, or agents.

40. For the avoidance of doubt, the Company's interest constitutes a "purchase money security interest" pursuant to the *Personal Properties Securities Act 2009* (SA).

Continuing trade

41. If the Purchaser trades with the Company on an ongoing or repeat basis then these terms and conditions, together with any variations thereto, will apply. Applicable law is that of the state of South Australia.

42. Notwithstanding the above, the Company reserves the right to cease trade, withdraw or reduce credit terms at its full discretion.



Variation of terms and conditions

43. These terms and conditions may only be varied only if approved in writing by a Director or Secretary of the Company, or their authorised representative. Variations or additions of these terms and conditions by the Purchaser without the express written consent of the Company's Director, Secretary or authorised representative will be rendered null and void.
44. If the Company enters into a contract with the Purchaser, then any clauses contained in these terms and conditions which are not overridden specifically by any of the Purchaser's conditions (which are expressly agreed to by an authorised representative of the Company) shall remain operative.
45. If any provision or part of this contract is void or unenforceable for any reason, then that provision or part will be severed from this contract and the rest of this contract will be read as far as possible as if the severed part or provision had never existed.

Warranty

46. All terms and conditions relating to warranties are subject to the Company's warranty policy, which may be subject to change without notice and which are available upon request.
47. After full payment has been received by the Company, a Warranty Certificate may be issued by the Company to the Purchaser, together with the Company's Warranty Terms & Conditions.
48. The Company will not be required to undertake any works according to warranty where monies relating to the works subject to warranty remain unpaid. Any exceptions to this will be at the full discretion of the Company.

Considerations specific to electrical and/or cabling works

49. According to Australian Law and Regulations, underground 240V and 415V power cabling must be in a separate conduit and be buried at a minimum depth below the surface. The Company will under NO circumstances allow work to take place that, in the Company's opinion, is or results in an unsafe or potentially unsafe environment. A Certificate of (Electrical) Compliance (COC) from an earlier installer's works may be requested by the Company before any electrical works are undertaken. The Company will not be responsible for any resultant delays and / or charges arising from any refusal to undertake works on the above basis.
50. Where the Purchaser, or their designate, supplies low voltage cabling for intercom or automated systems, the following compliance requirements must apply:
 - a. Low voltage intercom or automation cabling cannot be placed in the same conduit as 240V cabling. The depth of placement is not critical according to Australian Law and Regulations.
 - b. The cabling must be in separate conduit with a minimum of 300mm separation from 240V (or higher voltage, if applicable) conduit if parallel and which are in the same trench to minimise audio and/or visual interference.
 - c. In instances where non-compliance with the above is observed, and where remedial cabling should be required to rectify, the Company reserves the right to charge the Purchaser for the remedial cabling. The Company will not be responsible for any costs or defects in performance in the event the above requirements are not satisfied.
51. Where conduit only has been installed by the Purchaser or a third party, the Purchaser must ensure that adequate draw wires have also been provided prior to the Company's arrival on site. Please refer to the above clauses regarding cabling and conduit works not undertaken by the Company.
52. Adequate and accessible work space must be provided or be available for the Company's technicians for installation of intercom power supplies and associated cabling. The Company will not be required to undertake any works where, in the Company's opinion, inadequate and accessible work space exists.

RCD Safety Switch

53. According to Australian law, it may be mandatory to have a RCD Safety Switch fitted to electrical circuits. If such a RCD is a legal

requirement and is it not fitted, the Company will not be required to undertake any works pursuant to the Quotation until a RCD is installed.

54. Where a RCD Safety Switch is required to be installed by the Company, additional charges will apply unless specifically included in the Quotation.
55. Alternatively, the Company may seek to utilise an alternative compliant power supply and may do so at its discretion. Any additional charges incurred in doing so will be borne by the Purchaser.