

TERMS & CONDITIONS

TERMS AND CONDITIONS OF SERVICE

Services provided to you ("the Customer") from Intech Security Pty Limited ABN. 51611337332("Intech") are provided on the basis of these Terms and Conditions of Service ("Agreement"). By placing an Order with Intech, you agree that this Agreement applies to the provision of such services. Unless an authorised person of Intech gives an acknowledgement by notice in writing, no variation of the provisions of this Agreement is permitted. A binding contract is formed between you and Intech upon this Agreement or Intech's Monitoring Agreement ("Order") being signed by both parties. The terms and conditions described in this Agreement shall apply to the exclusion of any other terms and conditions whatsoever.

1. PRICE

1.1 The prices to be paid under this Agreement are as detailed in the Order. In the event that the price of any service is omitted, you shall pay Intech's standard price for the relevant Service current at the time of performance of the Services.

1.2 In the event prices are stated to include duties and taxes, these have been calculated on rates applicable at the time of quotation. Prices shall be adjusted to take into account the amount of duties and taxes actually paid or payable.

1.3 Any tax, impost, duty or other levies are to be borne by you. If any such sums are required by law to be withheld, collected or paid, Intech will be entitled to add those amounts to the price. GST is not included in the price and will be added.

1.4 Any charges not expressly included in the price are payable by you.

1.5 Intech reserves the right to raise invoices to be paid for progress claims. Progress claim invoices for Services may be raised by Intech in accordance with the payment schedule referred to in an Order or, in the absence of any such payment schedule, progress claims may be made by Intech at its option.

1.6 Any quotations given by Intech are subject to written confirmation given by Intech.

2. PAYMENT

2.1 You shall pay the full price of the Services at the time of Order unless otherwise provided in an Order or specifically agreed in writing by Intech.

2.2 Payment shall be made within fourteen (14) days of delivery of an invoice by Intech by:

(a) cheque, electronic funds transfer, direct deposit, cash funds; or

(b) an irrevocable letter of credit issued or confirmed by a bank on terms and conditions acceptable to Intech.

2.3 All prices are in Australian dollars.

2.4 All moneys owing to Intech pursuant to an invoice which remains unpaid for thirty (30) days after the date such moneys become due for payment shall bear interest as and from the date upon which payment is due at the prevailing Commonwealth Bank overdraft rate applicable to unsecured monies in the amount of the debt.

3. THE SERVICES

Intech reserves the right to revise at any time the extent or type of Services it agrees to supply to you if it reasonably believes that such other services can fulfil the same function.

4. ACCEPTANCE

4.1 Services performed by Intech shall be deemed to have been accepted unless within seven (7) days of completion of such Service you notify Intech in writing of any deficiencies and provide reasonable evidence thereof.

5. WARRANTY AND LIMITATION OF LIABILITY

5.1 Where Services are defectively performed Intech shall perform such services again to the extent necessary to correct the defect.

5.2 The liability of Intech is expressly limited to the fee paid by you for the Services. Intech shall not be liable to you or your servants, agents, customers or representatives for any direct, indirect, incidental or consequential loss or damages of any nature howsoever caused (whether based on tort, or contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses, damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of the Services and in no event shall any claim be recognised unless the claim is in writing and received by Intech within fourteen (14) days of the date of performance.

5.3 In the event that any law (including the Trade Practices Act 1974) implies a warranty or condition into this Agreement which can be excluded, then Intech's liability for breach of any such implied warranty or condition is excluded. In the event that such warranty or condition cannot be excluded, but may be limited, Intech expressly limits its liability to:

(a) the re-supply of the relevant Services; or

(b) the payment of the cost of having the Services re-supplied.

5.4 The liability to do any of the things referred to in clause 5.3 is conditional on the relevant services having been wholly provided by Intech.

5.5

For the purposes of clauses 5.2 and 5.3 above, you acknowledge and represent that those provisions are fair and reasonable having regard to the nature of this Agreement. In particular, you acknowledge and represent to Intech that, in respect of this Agreement and, in particular, clauses 5.2 and 5.3 above:

- (a) Intech is not in a position of relative bargaining superiority to you;
- (b) Intech has offered no inducement; and
- (c) you are aware of the existence and extent of clauses 5.2 and 5.3.

5.6 The provisions of this clause shall not apply insofar as their application is prevented by the Trade Practices Act 1974 or any other laws.

6. DELAY AND FORCE MAJEURE

6.1. Any Services to be supplied by Intech will be supplied during regular business hours on Business Days. If for any reason you request Intech to provide services outside regular business hours, any overtime or additional expenses occasioned shall be invoiced to and payable by you to Intech at Intech's monitoring rates applicable from time to time.

6.2 Additional costs incurred by Intech due to cessation of work occasioned by your instructions (or lack of instructions), by any interruptions, mistakes or work for which Intech is not responsible, shall be reimbursed by you to Intech upon demand.

6.3. Intech shall not be liable for any failure to perform its obligation under this Agreement for any cause beyond its reasonable control including without limitation fire, flood, strikes, lockouts, accidents (including motor vehicle accidents), demands or requirements of Government or statutory authorities, transportation delays, fuel and energy shortages, defaults of sub-contractors or any other cause beyond its control.

6.4 In the event of any delay of the kind referred to in sub-clauses 6.2 and 6.3, the date or dates for performance of Services under this Agreement by Intech shall be extended for a period at least equal to the time lost by reason of the delay or the delays caused.

7. DEFAULT

In the event that-

7.1 you become insolvent or unable to pay your debts as they fall due or a receiver is appointed or you are subject of voluntary or involuntary bankruptcy proceedings;

7.2 you are in a material default of any obligation hereunder;

7.3 you fail to make any payment in full on the due date(s);

7.4 you purport to assign any rights or obligations under this Agreement without the prior written consent of Intech; or

7.5 by any act or omission, cause Intech to be in breach of any law which may result in Intech being liable for a fine or penalty;

then Intech may by written notice to you either require payment in full prior to performance of any further Services, suspend performance of its obligations under this Agreement or cancel any Order. Such action shall be without prejudice to any other rights Intech may have, whether for damages or otherwise.

8. LICENCES AND PERMITS

8.1 All Services performed by Intech are on the understanding that all licences and permits under any relevant statutes, ordinances, rules and regulations have been obtained by you.

8.2 You must ensure that the performance of any Services by Intech and you meet all statutory requirements.

9. GENERAL PROVISIONS

9.1 The delivery of an Order attaching or containing this Agreement, or the signing of this Agreement by you, constitutes an offer and is the basis of an enforceable contract.

9.2 Such offer cannot be revoked, withdrawn or cancelled by you and is not binding upon Intech until it has been accepted and signed by its authorised representative whereupon a binding contract shall come into existence.

9.3 This Agreement together with any Order shall constitute the entire agreement between the parties.

9.4 This Agreement will be governed by the laws of New South Wales, Australia and any litigation pursued in the courts of that State.

9.5 In the event that any provision of this Agreement is declared void, invalid or illegal then such provisions that are not void, invalid or illegal will not be affected.

9.6 No waiver, change or modification of any terms or conditions set out in this Agreement or an Order or other documentation provided by Intech shall be binding on Intech unless in writing signed by an authorised representative of Intech.

9.7 If at any time any question, dispute or difference arises between Intech and you in relation to or in connection with this Agreement or the Services, either party may give to the other notice in writing of the existence of such question, dispute or difference and, if the matter cannot be

resolved by negotiation between the parties for a period of twenty one (21) days, the party giving notice must, prior to taking any other action, refer the question, dispute or difference to the arbitration of a person mutually agreed by the parties. Failing agreement as to the identity of the arbitrator, then the question, dispute or difference must be referred to such person as is appointed at the request of either party by the President for the time being of the Law Society of New South Wales.

10. DEFINITIONS AND INTERPRETATIONS

In this Agreement:-

10.1 Business Day means a day on which banks generally are open for trading business in the State of New South Wales.

10.2 Order means an order for Services in the form of a Monitoring Agreement or such other form approved by Intech from time to time, whether attached to or containing this Agreement, or otherwise.

10.3 Services means any security service provided or to be provided under a Intech Monitoring Agreement.