

**GREENE FIRE PTY LIMITED (ACN 642 292 993)**  
**UNIT 2 7-11 PARRAWEENA ROAD, TAREN POINT 2229, AUSTRALIA**  
**TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service are for Greene Fire Pty Limited (ABN: 93 642 292 993) ("Company"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of the Company and the Customer, these Terms and Conditions will apply despite any Order or other document issued by any Customer, unless specifically agreed in writing by the Company.

**Definitions**

1. **Additional Charge** means items outside of the scope included in the quotation such as spare parts, consumables or call-outs etc.
2. **After Hours** means any hours that are not Normal Working Hours.
3. **Annual Fee** means the fee as stated on the quotation.
4. **Assets** mean the description of the items in the quotation for Standard Service.
5. **Contract Customer** means a preferred Customer who has agreed to a Standard Service agreement with the Company and has been issued a Contract Number.
6. **Customer** means the person, firm or company who purchases the Services from the Company.
7. **Commencement Date** means the date stated in the quotation for Standard Service agreement Summary of Offer point 1.
8. **Maximum Repair Sum** means the sum set out in the quotation for Standard Service agreement Summary of Offer point 4.
9. **Normal Working Hours** means hours between 6am through to 6pm on a Monday through to a Friday other than Public Holidays.
10. **System** means the fire protection Assets that is being serviced.
11. **Term of Agreement** means the number of years that this agreement will apply starting from the Commencement Date. The number of years is stated in the quotation for Standard Service Agreement Summary of Offer point 2.

**General**

12. The Company may issue quotations for the supply of servicing, inspection, repairs, certification or spare parts ("Services") to Customers. Quotations are valid for a period of 30 calendar days from the date of issue, after which time prices may vary in the absolute discretion of the Company. A quotation is not an offer, and no binding contract shall be formed on the issue of a quotation.
13. All Orders placed with the Company are subject to these Terms and Conditions and the Company may, at any time and from time to time, vary or alter these Terms and Conditions. Any such variation to these Terms and Conditions will apply upon notification by the Company to the Customer.
14. If a Customer cancels or alters any Order or part Order for Services at any time after the Company has received the Order, then the Company reserves the right to charge to the Customer the cost of the Services already acquired for the Order together with cost of the labour and tooling expended to the date of such cancellation or alteration.
15. Commencement of provision of Services based on a quotation is subject to approval by the Company of the Customer's Credit Application.
16. Any representation, warranty, condition or undertaking that would be implied into these Terms and Conditions by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law. Nothing in these Terms and Conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the *Competition and Consumer Act 2010* or any other applicable Australian law that cannot be excluded, restricted or modified by agreement.
17. Where the Customer has more than one proprietor, or where there is more than one Applicant under a Credit Application, the liability of those applicants or proprietors under these Terms and Conditions will be Joint and Several.
18. "Customer" means both the Customer in these Terms and Conditions and the Applicant under the Credit Application.
19. These Terms and Conditions together with the quotation and the Order constitute the entire agreement between the Customer and the Company. They supersede any previous (written or oral) arrangements, correspondence, tenders, representations, proposals, understandings and communications. If there is any ambiguity, inconsistency or conflict between these Terms and Conditions and any other (written or oral) arrangements, correspondence, tenders, representations, proposals,

understandings and communications, these Terms and Conditions take precedence unless otherwise stated. If any provision of these Terms and Conditions is voidable or unenforceable that provision will be severed and the rest of these Terms and Conditions will remain in full force and effect

20. The Customer must comply with Change in Law affecting the Goods and Services or these Terms and Conditions. "Change in Law" is a new Law (other than common law, equity or an Approval) which takes effect after the Effective Date, which could not reasonably have been anticipated by a competent supplier of the Goods and Services, and:
  - a) directly affects and necessitates a physical change to the Goods and Services; and
  - b) directly increases or decreases the Company's cost of supplying the Goods and Services, but excludes a change in income tax, GST or indirect tax.
21. These Terms and Conditions apply to all Goods and Services supplied by the Company irrespective of whether those Goods and Services were supplied prior to the date these Terms and Conditions were notified to the Customer.

**Order**

22. The Customer must place an order for the Services with the Company on an order form or order acceptance ("Order"). This Order is then binding on the Customer.
23. The Customer must provide the details of the Services required on the Order and must clearly state the site where the Services are to be provided ("Premises").
24. All details submitted by the Customer on the Order for the Services shall be the sole responsibility of the Customer.

**Pricing**

25. If there is any error or omission in a quotation, the Company reserves the right to amend the quotation price. This clause applies even if the quotation has been accepted by the Customer.
26. Unless otherwise stated, all prices quoted are GST exclusive. GST will be payable in addition to the price and will be added in relation to delivery, supply and installation of all goods and services.

**Terms of Payment**

27. All Customers including Contract Customers will be required to make prepayment prior to Services being provided until they have completed and had approved a Credit Account Application with the Company.
28. All payments due to the Company are to be made, without retention or set-off, within thirty (30) calendar days of the date of the invoice. Payment will be considered to be made when the funds are cleared in the Company's nominated bank account or a credit card payment has been confirmed.
29. If the Customer fails to make payment in accordance with the terms of clause 28, the Company at its discretion will be entitled to:
  - a) charge default interest at the rate of 2% per annum above the Reserve Bank of Australia 10 year Government Treasury Rate prevailing at the Due Date on all overdue amounts (including late payment charges and amounts other than the price) calculated daily on and from the due date for payment and the parties agree that any amount so calculated is not a penalty but rather an accurate pre-estimate of the damage to be incurred by the Company. Payments received from the Customer will be credited first against any default interest, then in payment of services and then against payment of any goods, and all such charges will be payable on demand;
  - b) claim from the Customer, all costs relating to any action taken by the Company to recover money due from the Customer including any legal costs and disbursements on a solicitor-client basis;
  - c) cease all work remaining to be performed by the Company under the quotation and terminate any agreement in relation to delivery of Services that have not been delivered prior to the Customer's default; and
  - d) require the payment of cash upon delivery of any further Services.
  - e) exercise any rights under Security of Payment Legislation as per Clause 63.

30. The Company may set-off or deduct from payments from the Company to the Customer (under any other arrangement):
  - a) money paid by the Customer to the Company;
  - b) amounts wrongly paid to the Customer;
  - c) amounts due and owing by the Customer to its employees, consultants, contractors or agents that have been paid directly by the Company.

#### **Standard Service**

31. The Company will perform Standard Service only when in receipt of a suitable Order from the Customer. A Quotation will always be provided first for Standard Service and the Customer will become a Contract Customer when accepting the quotation.
32. For the duration of the Contract (provided that the Contract Customer has paid the Annual Fee when requested), the Company will provide the Customer with the Standard Service in relation to the System. The Standard Service shall be undertaken in accordance with AS1851, any agreed specifications and manufacturers recommendations, where applicable.
33. The Company will inspect the System at such intervals as the Company may reasonably determine to be necessary in order to keep the System in good working order, which in any event shall be at least once in each year of the term of the Contract.
34. The Service shall be carried out by the Company suitably qualified and duly authorised representatives attending at the Premises.
35. Annually the Company will provide the Contract Customer a Yearly Condition Report in accordance with AS1851.
36. If the Company representative discovers a defect or malfunction in any part of the System, they will attempt to repair or replace that part of the System as necessary to the value of the Maximum Repair Sum.
37. If the Company representative is unable to repair or replace any defect or malfunctioning part of the System or the value will exceed the Maximum Repair Sum pursuant to Clause 47, the Company will:
  - a) provide a technician's report detailing the issue and a quotation to complete the repair or replacement; and
  - b) upon approval the Company will make arrangements with the Customer for a further visit to be made to the Premises for the repair or replacement of the defective or malfunctioning part of the System.
38. It is the Customers responsibility to have repairs carried out and provide Orders to the Company for any defects or malfunctions identified by the Company that render the Systems unable to perform their functions. Annual Certification will not be able to be achieved if Critical Defects are not repaired.
39. The Customer shall allow the Company full and unrestricted access to the Premises and the Systems and devices for the duration of the Contract for the purposes of providing the Services.
40. If for any reason the Customer is unable to provide access during Normal Working Hours, reserves the right to raise an Additional Charge for the Customer for the inspection and servicing of the System outside of Normal Working Hours unless the Annual fee already allows for work After Hours.
41. If the customer cancels the technicians visit within 24 hours or upon arrival onsite where the technician is unable to complete the Services, an Additional Charge may be levied.
42. The Standard Service will be provided for the Term of Agreement unless terminated under Clauses 76-79 of these Terms and Conditions.

#### **Call-Out Service**

43. The Company will provide the Contract Customer with the Call-Out Service in relation to the System.
44. The Company is not obliged to provide a Call-Out service to Customer who are not Contract Customers.
45. Additional Charges for Call-Out Service will be charged a call out fee plus hourly charge rate for each hour or part thereof attendance by a technician.
46. Contract Customers will have priority and will be charged lower call out charges than other Customers.
47. If the Customer requires the System to be reset by the Company, or, for whatever reason, attendance at the Premises by the Company is required following the activation of the System, the Customer shall pay an Additional Charge.
48. Unrestricted access for the Call-Out Service is required on arrival of the Company at the Premises. The Customer agrees to pay an Additional Charge where unrestricted access to the Premises is not available.

#### **Spare Parts and Replacements**

49. The Company shall use reasonable endeavours to supply spare parts and replacement components required to maintain the fire curtains and related components in good working order for an Additional Charge.
50. All spare parts and replacement components supplied by the Company shall become part of the System.

#### **Support and Annual Certification**

51. The Company may provide business hours technical support if requested and agreed with the Customer at an Additional Charge.
52. Technical support that is provided over the telephone will be charged at the technicians charge rate in 30 minute blocks.
53. The Company may provide annual certification if requested and agreed with the Customer for an Additional Charge.
54. The price offered is for a 24 month period and will be in 24 month cycles thereafter, subject to the Customer renewing the service.

#### **Delivery & Inspection**

55. Any date or time for carrying out the Services quoted by the Company is an estimate only and the Company will endeavour to meet that estimate, but failure to do so will not confer on the Customer any right of cancellation on the Customer's part or render the Company liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.
56. Unless specifically agreed otherwise in writing, the Customer is responsible for all costs and charges in respect of delivery and transport of any spare parts, including insurance.

#### **Risk and Indemnity**

57. The Company shall have in place all relevant insurances required at law.
58. To the extent permitted at law, the Company will not be liable to the Customer or any third party for liquidated damages in any form, any delay costs, consequential loss including (without limitation) any loss of profits, loss of revenue, loss of production, loss of business opportunity, loss of goodwill, loss of business reputation, economic loss or any indirect, remote and/or unforeseeable loss.
59. The aggregate liability of the Company in damages (however arising) in respect of any act or omission of the Company in connection with its obligations under these Terms and Conditions will not exceed the amount of one thousand dollars (AUD\$1,000), even if the Company has been advised by the Customer as to the possibility of such loss being incurred.
60. The Customer is obliged to inform the Company as to the possibility of any loss to the Company being incurred and to mitigate all such loss.
61. The Customer unconditionally and irrevocably indemnifies the Company against all losses, damages, costs, charges, liabilities and expenses of whatsoever kind which the Company may at any time and from time to time suffer or incur due to any act or omission of the Customer in connection with its obligations under these Terms and Conditions so long as such losses, damages, costs, charges, liabilities and expenses are not caused by the negligent or fraudulent act of the Company.
62. In the event that spare parts or goods are provided as part of the Services then, as security for payment, the Customer (and where applicable each Guarantor) agrees to grant the Company a Security Interest (as defined in the Personal Property Securities Act 2009 (Cth) ("PPSA") in the outstanding payments and all after acquired property and an irrevocable right to register this interest against it or its property (as the case may be) on the Personal Property Securities Register established under Chapter 5 of the PPSA ("Register") including (without limitation) where applicable, as a purchase money security interest. The Customer grants the Company an irrevocable right to search the Register from time to time in relation to it or its property. The Customer agrees for the purposes of the PPSA and to the extent permitted by law, Sections 95, 121(4) 128, 129, 130, 132(3)(d), 132(4), 135 and 143 of the PPSA have no application to these arrangements and the Company is not required to give notice under section 135 of the PPSA. If the Company receives any notice in relation to the Customer under section 64 of the PPSA, all outstanding payments will become immediately due and payable. The Customer agrees to pass such resolutions, execute and sign any documents or forms, as required from time to time to formalise, affirm or perfect the said Security Interest.

63. All claims for payment issued by the Company are issued in accordance with the relevant Security of Payment Act or equivalent Legislation.

#### **Consumer Law**

64. The Services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.
65. No additional express warranty for defects or otherwise are provided for our Services. Consumers may rely upon their statutory rights and remedies under the Australian Consumer Law.
66. The Company can be contacted in relation to claims as follows:
- a) Telephone Number: (02) 9526 3100
  - b) Email Address: [accounts@greenefire.com.au](mailto:accounts@greenefire.com.au)
  - c) Mailing address: PO Box 688, Caringbah NSW 1495
67. Any cost incurred in contacting us or delivering the Goods to us will be borne by you.

#### **Force Majeure**

68. The Company will not be liable for any failure or delay in supply, delivery or installation where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storms or tempest, vandalism or riot, epidemic and pandemic, civil commotions or accidents of any kind (each an "Event of Force Majeure"). The Company's obligations will be suspended until the Event of Force Majeure ceases to cause the failure or delay (as the case may be). The Customer will not be relieved of any obligation to make payment to the Company regardless of any party being affected by an Event of Force Majeure. If the Company is prevented from complying with their obligations due to an Event of Force Majeure, the Company may at its option at any time cancel the contract.
69. The Customer acknowledges and agrees that the Company relies upon the performance of its suppliers, manufacturers and subcontractors to comply with its obligations under these Terms and Conditions. The Customer agrees that a written notice from the Company of delay on the behalf of its suppliers, manufacturers and subcontractors will be conclusive evidence of a Customer delay.

#### **Confidentiality**

70. The Customer shall not (and shall procure that its subcontractors, officers, employees and agents do not), without the Company's prior written consent, disclose Confidential Information to others or use Confidential Information for purposes other than as permitted under these Terms and Conditions. "Confidential Information" means any information relating to the goods, work or Services procured in connection with these Terms and Conditions including a Quotation, the Company operations or any other information provided by the Company to the Customer (including information concerning the Services), other than information:
- a) made available to the public at large, otherwise than as a result of a breach of these Terms and Conditions;
  - b) already known to the Customer prior to being furnished to the Customer; or
  - c) made available on a non-confidential basis by a third party who is not prohibited from providing the information to the Customer.
71. The Customer may disclose Confidential Information:
- a) as required by Law, provided the Customer has notified the Company before doing so and the Company has had a reasonable opportunity to take steps that the Company considers necessary to protect the confidentiality of that information;
  - b) to legal advisers, accountants, auditors, financial advisers or other advisers under a duty of confidentiality; or
  - c) for related bodies corporate, employees, agents or contractors of the Customer who have a need to know for the purposes of these Terms and Conditions (and only to the extent that each has a need to know) provided they have been directed by the Customer to keep confidential all Confidential Information.
72. The Customer shall not disclose any Confidential Information through any media communication without the Company's prior written consent. The Customer shall refer to the Company any media enquiries it receives concerning the Company's operations or these Terms and Conditions.

#### **Protection of Intellectual Property, Know-How and Proprietary Information**

73. The Customer shall not cause or permit anything which may damage or endanger the Company's Intellectual Property (including all patents, trade marks, copyright, designs, drawings, test reports, regulatory and industry approvals and certificates, technical data pertaining to the Company's Goods and services, and also includes the use of the words "Greene Fire" and product names) or other intellectual property licensed to the Company or the Company's title to it), moral rights, Know-How (any practical information, formula, process, business method, pattern, device or compilation of information which is used by the Company, howsoever described or communicated to the Customer), or Proprietary Information (confidential or private information in the Company's ownership, control or possession which is capable of commercial exploitation) or to cause or permit anything which may allow third parties to do so.
74. The Customer may only make use of the Confidential Information, Intellectual Property, moral rights, Know-How and Proprietary Information for the purposes authorised in these Terms and Conditions.
75. The Customer must:
- a) comply with all regulations and practices in force or use in the New South Wales and Australia to safeguard the Company's rights in the Intellectual Property, Confidential Information, moral rights Know-How and Proprietary Rights;
  - b) notify the Company of any suspected infringement of clause 73; and
  - c) indemnify the Company for any damages caused to third parties against all losses, damages, costs, charges, liabilities and expenses of whatsoever kind caused by any breach of clause 73 by the Customer.

#### **Termination**

76. The Customer may terminate these Terms and Conditions and/or any Order immediately if the Company has failed to remedy a breach, provided the Customer has given the Company written notice describing the breach, and the Company has not remedied the breach within thirty (30) calendar days of receiving such notice.
77. If the Customer fails to comply with any of these Terms and Conditions or the Credit Application Terms (if applicable) being a natural person or persons commits any act of bankruptcy or being a corporation passes a resolution for winding up or liquidation (other than for the purpose of reorganisation or reconstruction) or enters into any composition or arrangement with creditors or if a receiver, manager, receiver manager or administrator is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a Liquidator or Provisional Liquidator is appointed, the Company may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately enter premises occupied by the Customer to recover possession of any Goods not paid for in accordance with these Terms and Conditions without in any way being liable to the Customer or any person claiming through the Customer.
78. The obligations under clauses 70-75 are continuing and shall survive the expiration or termination of these Terms and Conditions.
79. On the expiry or termination of these Terms and Conditions, the Customer must forthwith cease to use the Company's Confidential Information, Know-How, Intellectual Property and Proprietary Information save as expressly authorised by the Company in writing

#### **Governing Law & Jurisdiction**

80. The Customer agrees that these Terms and Conditions will be construed according to the Laws of the State of New South Wales and consents to any proceedings being instituted and heard in the State of New South Wales applying the Laws of New South Wales.