

GENERAL TERMS AND CONDITIONS

1. TERMS

- 1.1 The Client maintains all of its rights and obligations under this agreement. With Fire Security Services' explicit prior written consent, this can be transferred by the Client.
- 1.2 Reasonable expenses incurred, or due to be incurred, including (but not limited to) travel, storage, freight, legal or compliance costs, and goods and services purchased on the Client's behalf for agreed work, will be charged to the Client.
- 1.3 Goods and services delivered are deemed accepted if no written notice to the contrary has been received by Fire Security Services within 7 days of delivery. Delivery of goods shall be deemed completed when Fire Security Services gives possession of the goods directly to the Client or his agent or to a carrier, courier, or other bailee for delivery to the Client. All risk for and in the goods shall pass to the Client on delivery of the goods.
- 1.4 The Client may raise any job or account enquiries with Fire Security Services prior to the due date for payment. Fire Security Services will not consider enquiries raised after this period.
- 1.5 Fire Security Services will determine which document applies if there is any conflict between these terms and the provisions of any quotation or order. Variation to the terms will be valid when confirmed in writing and agreed by both parties. Once amended, further supply of services will be based on the amended terms. Without agreement in writing, these terms will apply over any verbal terms given by any person purporting to act on Fire Security Services' behalf.
- 1.6 These terms and conditions, and any subsequent terms and conditions issued by Fire Security Services, shall apply to all orders for the goods and/or services made by the Client. This includes orders made after the date and time at which these conditions are first delivered or sent to any employee, staff member or representative of the Client. It is the Client's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Client. Any order made by the Client after the date and time described above in this clause will be considered acceptance of these conditions.
- 1.7 Fire Security Services will endeavour to resolve any dispute between the Client and itself without the need for Court proceedings. Any such attempt is without legal prejudice.
- 1.8 Fire Security Services may change these terms by notice in writing to the Client at any time. These terms prevail over the terms of any purchase order or any terms or contract submitted by the Client.
- 1.9 Where any provision of these terms is rendered void, unenforceable, or otherwise ineffective by operation of law, it will not affect the enforceability or effectiveness of any other provision of these terms.
- 1.10 Headings do not affect the interpretation of these terms.

2. CONTACT DETAILS

- 2.1 Where the Client changes any of the details given to Fire Security Services, such as its name, its personnel listed for contact, its key holders, or its contact email addresses, telephone numbers or postal address, it will notify Fire Security Services in writing within 5 days of the change taking effect.

3. PRICES

- 3.1 All prices are assumed to be those in effect at the date of quotation unless otherwise agreed by both parties in writing, and all estimates, quotes or invoices exclude GST unless otherwise expressly stated.
- 3.2 Fire Security Services may consider this contract cancelled without notice if the Client becomes unable to pay its debts or breaches other terms of this agreement.
- 3.3 Time for payment for the goods and/or services will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods.
- 3.4 Fire Security Services from time to time will adjust prices to reflect costs where it is fair and reasonable to do so.

4. TRUSTEE LIABILITY

- 4.1 Where the Client is a trust, each trustee of the trust warrants that;
 - (a) They have the power to enter into an agreement with Fire Security Services, and do so for the benefit of and for the purposes of the trust; and
 - (b) Unless otherwise agreed in writing between the parties, they enter this agreement both in their personal capacity and as a trustee of the trust; and
 - (c) The trustees' liability shall not be limited to the assets of trust.

5. LIABILITY AND WARRANTIES

- 5.1 Any liability that may arise is limited to the replacement value of the goods supplied, should Fire Security Services, at its sole discretion, choose to replace goods if notified within the 7 days from the date of delivery that a defect exists in those goods.
- 5.2 No consequential liability arises under this agreement for goods supplied by Fire Security Services.
- 5.3 Failure to deliver/install on a specified date shall not entitle the Client to repudiate the agreement and Fire Security Services shall not be liable for failure to deliver or for delay in delivery arising from any cause whatsoever beyond Fire Security Services' control. The Client shall not be relieved of any obligations to accept or pay for goods by reason of delay in delivery.
- 5.4 Fire Security Services will use all reasonable care in providing goods and services and will endeavour to provide goods and services in accordance with industry standards. All other warranties are excluded to the extent legally permitted.

6. GOVERNING AND JURISDICTION AND LEGISLATION

- 6.1 This Agreement is governed by the laws of New Zealand. Any matters arising under this agreement are within the jurisdiction of the New Zealand Courts only. The client agrees and acknowledges that all supply under this agreement is for business purposes only, and that the Consumer Guarantees Act 1993 does not apply. The Parties acknowledge that the Construction Contracts Act 2002 shall apply to this agreement, including, but not limited to, a residential construction contract as defined by the Act. However, where this agreement is inconsistent with the Act, this agreement shall prevail.
- 6.2 Under the Privacy Act 1993, the Client authorises Fire Security Services to collect, retain, and use personal information (including disclosure to a third party) about the Client, for the purposes of assessing the Client's creditworthiness, debt collection and searching the Personal Property Securities Register for the purposes of the security.

7. FORCE MAJEURE

- 7.1 Fire Security Services will not be in breach of this agreement if its breach is caused by an act of God, fire, flood, storm, explosion, strike, lockout, work stoppage or other labour hindrance, confiscation or expropriation, sabotage, embargo, prevention from or hindrance in obtaining raw materials, insurrection, revolution, riot, civil commotion, act of war whether declared or not, act of government such as a change in legislation, regulation or order made under a legislative authority, or anything beyond the seller's control.

8. CONFIDENTIALITY

- 8.1 Fire Security Services is keen to obtain publicity for work undertaken for clients. However, permission to attribute references publicly will always be obtained in advance. Fire Security Services assumes the right to use references in confidential proposals unless the Client expressly prohibits such disclosure.
- 8.2 Unless agreed otherwise in writing, the Client authorises Fire Security Services to seek and obtain from and supply any information concerning the credit or business standing of the Client to any other person, company or agency. The Client acknowledges that personal information collected or held by Fire Security Services may be sought held, used and disclosed to – among other things – provide protection of legal rights, market goods, or enable communication with the Client.

9. WAIVER

- 9.1 No waiver of any breach of these terms will be deemed a waiver of any other or any subsequent breach. Any event whereby Fire Security Services chooses not to enforce any provision of these terms at any time will not be interpreted as a current or future waiver of the provision.

10. NOTICES

- 10.1 Written communications by either party shall be deemed to have been received and delivered if posted or delivered by hand to the last known address of the recipient whether the communication is actually received by the recipient.

11. PAYMENT, LATE PAYMENT PENALTIES

- 11.1 A late payment fee 2.5% (monthly, calculated daily) shall apply to any and all outstanding balances until the date paid.
- 11.2 Without prejudice, to all other rights and remedies available to Fire Security Services, Fire Security Services may refer any outstanding debt owed by the client on to a debt collection agency or similar.

11.3 The client shall be liable for all costs related to the recovery of amounts outstanding, debt collection and enforcement, including legal costs and other associated costs.

12. PPSA (Personal Properties Security Act 1999)

12.1 The client acknowledges that Fire Security Services will have a security interest created by the supply of goods under this agreement. Therefore the PPSA applies to all goods supplied under this Agreement. The client will sign all assignments, transfers and any other relevant documentation enabling Fire Security Services to perfect its security interests on goods supplied under this agreement.

12.2 The client agrees, in so far as Part 9 of the PPSA applies for the benefit of the client, that the client waives these rights. However, as far as the PPSA, and, specifically Part 9 and all rights arising from the PPSA, is in favour of Fire Security Services, those rights will continue to apply.

12.3 The client waives its rights to receive a copy of a verification statement under section 148 of the PPSA.

12.5 Title in the goods is reserved to Fire Security Services until the client has paid Fire Security Services for them.

TERMS AND CONDITIONS SPECIFIC TO INSPECTION AND SERVICE

13. ACCESS

13.1 Access is required during normal business hours to all systems being inspected on a regular basis during the year and for annual surveys. If access is unattained a record will be made. Inspection costs are non-refundable, and additional site visits will be chargeable. If specific times are required, a surcharge may be applicable.

14. COSTS & PRICING

14.1 All testing, service and maintenance pricing is based on the site layout and systems installed at the commencement of this agreement. Any variations to the site that result in additional time will be charged at the time of inspection.

14.2 All regular inspections will be charged in advance by 4 quarterly invoices per 12 month period unless explicitly stated otherwise in the agreement. Payment for routine inspections is to be by automatic payment.

14.3 Prices do not include any provision for the use of mechanical lifting equipment where required. This will be additional to the sum quoted, and will be based on Clients' individual Health & Safety requirements.

14.4 Annual Surveys, where applicable, include testing and where necessary cleaning of 20% of smoke detectors and 2% of heat detectors as per NZS4512. If any device fails within these percentages, further testing and cleaning is required and will incur additional charges.

14.5 Fire Service charges relating to fire alarm call outs will be the Client's sole responsibility.

15. TERMS

15.1 Our normal business hours are 7am to 5pm Monday to Friday. A 24 hour a day, seven day per week service is available for repairs and maintenance of fire protection systems. This service is available to deal with defects, fire calls, repairs, and adjustments arising other than whilst the system is under test. The costs associated with these services (if required) are in addition to those itemised in individual agreements. Unless otherwise explicitly stated in the agreement, the minimum charge for an after-hours callout is two hours plus mileage.

15.2 The initial term of this agreement is for two years from the date of signing. The agreement will be automatically renewed for further terms of one year unless the Client gives written notice of cancellation at least three months prior to the anniversary of the agreement. Should written notice not be received, ongoing costs incurred for any work will be the responsibility of the Client.

15.3 This offer does not include the cost of making good a malfunction in the system during the test but any malfunction detected during the test will be reported to you. The cost of labour, materials, replacements, and adjustments as a result of malfunction, fair wear and tear, work carried out by a person not authorised by the Client, and other damage to the system are not covered by this agreement. All inspections and maintenance will be carried out to the requirements of the relevant New Zealand Standards.

15.4 Fire Security Services may carry out and be paid for any work or service it deems reasonably necessary, without the prior consent of the Client to the value of the Authorisation Limit shown in Schedule 1 of this agreement, unless in the circumstances of an emergency, where no dollar limit shall apply.

16. BRIGADE-CONNECTED MONITORING

16.1 Where the Client is connected to AFAM for brigade-connected monitoring then they also agree in full to AFAM's terms & conditions, available on their website in full: <http://www.afam.co.nz/index.php?id=application>

16.2 The Client specifically notes the following clause in AFAM's Terms and Conditions: 'The Contractor's and AFAM's total liability to the Customer or any person claiming through the Customer shall be limited to liability for breach of contract and shall be limited to a maximum amount equal to 12 months of the fees payable at the time.'

TERMS AND CONDITIONS SPECIFIC TO SUPPLY AND INSTALLATION

17. SUPPLY AND INSTALLATION COSTS AND PRICES

17.1 Quotes are valid within 30 days of the date of the quotation, but Fire Security Services may increase prices to reflect any increase in the cost of providing those products or services within 7 days' notice. The Client can cancel this agreement within 7 days of any such notice from Fire Security Services.

18. PAYMENT

18.1 Payment is due on the 20th of the month following invoice to the Client, unless otherwise agreed by both parties in writing. Where payment is not made, Fire Security Services may treat the agreement as cancelled. Non-cash payments will be deemed made when the form of payment has been

honoured. Fire Security Services may assign to a third party all or part of any debt owed to it.

18.2 Subject to any provision to the contrary in the Contract, payment must be made on or before the 20th of the month following the date of Fire Security Services' invoice to the Client, which shall be issued promptly on or after delivery of the goods.

18.3 If payment is defaulted, interest will be paid by the Client on all sums outstanding at 2.5% per month from the date of default until paid in full. All costs and expenses (including legal fees) incurred by Fire Security Services as a result of the Client defaulting under this agreement shall also be paid by the Client. Products belong to Fire Security Services until paid for in full by the Client.

