

Connected Roof Safety Terms and Conditions

By instructing Connected Roof Safety Pty (ABN 87 653 207 204) (**CRS**) to provide a quotation for the:

- (a) supply of goods (**Goods**) and/or
- (b) performance of services (**Works**),

the Client named in the relevant Quote (**Client**) acknowledges reading, and agrees to be bound by, these terms and conditions (**T&Cs**) The Client may accept a Quote by placing an Order with CRS. CRS may accept or reject an Order in its absolute discretion.

If CRS accepts an Order, then that Order, the Quote and these T&Cs will form a legal binding agreement between Connected Roof Safety and the Client (**Agreement**).

1. Quotation

a. Quotes are valid for 30 days from date of issue. Any Quote accepted outside this time may be amended to account for any changes in cost of materials or changes to Worksite conditions, and any amended Quote will be provided to the Client.

b. The Client acknowledges that, in preparing the Quote, CRS will rely on information provided by the Client. The Client must provide sufficient information when requesting a Quote to enable CRS to provide an accurate Quote. The Client accepts that CRS may vary its Quote – including the Price of Goods or Works required as a result of inadequate or inaccurate information provided by Client. The Client agrees to, and will be responsible for all costs associated with, such variations.

2. Agreement for Access

a. The Client will provide access, and will ensure that CRS has clear, adequate and uninterrupted access, to the sites at which Works are to be performed (**Worksites**) for the duration of performance of the Works.

b. The Client also warrants that:

- i. it is authorised to provide CRS with the access described in clause 2.a; and
- ii. the Worksites comply with all applicable occupational health and safety law and any other relevant safety standards or legislation.

c. The Client indemnifies CRS from and against, and will pay on demand, any loss, liability, claim, demand, action, proceeding, damage, cost or expense of any kind (whether actual, prospective or contingent and whether under contract, common law, statute or otherwise, including legal costs on an indemnity basis) arising directly or indirectly from or in connection with a breach of the warranties in clause 2.b.

d. CRS will not be liable for any delay, loss or damage suffered by the Client or its property as a result of clear, adequate and uninterrupted access not being provided.

e. If Worksite conditions are such that CRS reasonably believes it is hazardous to perform the Works, CRS may change the date Works are to be undertaken by written notice to the Client.

3. Delay

a. Any indication of a time frame for the provision of Goods or the performance of Works is an estimate only and is not a fixed time frame. CRS is not responsible for any loss or damage incurred by the Client as a result of late delivery of the Goods or performance of the Works.

4. Variation or Cancellation of Works

a. Any variation to a Quote requested by the Client after submission of an Order shall only be effective with the written agreement of CRS. CRS reserves the right to charge the Client for additional costs incurred as a result of the variation.

b. All quoted Works are subject to variations as required in order to carry out and complete Works to the extent necessary to comply with any applicable safety standards.

c. Variations may result in a delay of delivery of Goods and/or performance of Works and may require an extension of time.

d. If the Client wishes to cancel Works after the acceptance of a Quote, cancellation will only be possible if the Client agrees to pay any costs already incurred by CRS, including the cost of any materials or Goods already purchased.

e. Further to (d.) above, if the Client postpones or cancels the Works within 2 days of the scheduled start date, a fee of \$900.00, plus any other reasonable costs, is chargeable.

5. Subcontractors

a. In agreeing to these T&Cs, the Client acknowledges and agrees that CRS may use subcontractors to deliver Goods and/or perform Works.

6. Retention of Title & Risk

a. All Goods remain the property of CRS until full payment for those Goods is received from the Client. Until CRS has received full payment for the Goods, the Client acknowledges that CRS will have a Purchase Money Security Interest which attaches over the Goods and their proceeds (**Security Interest**).

b. Risk in the Goods will pass to the Client on delivery of the Goods into the possession of the Client.

c. The Client must do anything CRS requires to ensure its Security Interest is perfected, enforceable and has priority over all other security interests, including anything CRS asks the Client to do in connection with the Personal Property Securities Act 2009 (Cth) (PPSA).

d. To the extent permitted by law, if the PPSA applies, the Client irrevocably waives any rights the Client may have:

- i. under, and contracts out of sections 95, 96, 117, 118, 120, 121, 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, 143 and Division 6 of Part 4.3 of the PPSA; and
- ii. to receive a Verification Statement.

e. The Client irrevocably authorises CRS to enter any premises where the Goods are stored to inspect the Goods and, if the Client has breached the Agreement, to reclaim possession of the Goods.

f. If CRS has rights in addition to the enforcement rights set out in Chapter 4 of the PPSA, those rights will continue.

g. Capitalised terms in this section which are not otherwise defined in these T&Cs have the meaning set out in the PPSA.

7. Payment

a. CRS will invoice the Client for Works either:

- i. upon completion of Works,
- ii. on an interim basis following completion of a section of Works, or
- iii. as specified in the Quote.

b. CRS will invoice the Client for Goods upon delivery.

c. The amount payable by the Client will be the amount set out in the invoice (**Price**). The Client agrees to pay the full Price.

d. Unless otherwise specified, all Prices are GST exclusive and the Client must pay CRS an amount equal to CRS's GST on the Price at the same time as the Client pays the Price. CRS must issue a tax invoice before the Client is obliged to pay GST. All Prices are exclusive of all other applicable taxes and levies and the Client must pay such amounts at the same time as the Client pays the Price.

e. Payment must be made in full within 7 days of the date of the invoice. For Clients who have an approved credit application with CRS, the payment terms set out in that credit application will apply.

f. If the Client fails to pay within the payment terms set out in clause 7.c-e,

- i. the Client must pay CRS interest at the penalty interest rate as set under the Penalty Interest Rate Act 1983 (Vic), payable daily from the due date until the overdue amount is paid in full; and
- ii. CRS may at its discretion refer the matter for debt collection. Any fees accumulated in the recovery of this debt will be payable by the Client.

8. Liability & Indemnity

a. To the extent permitted by law, CRS, its employees or agents will not be liable for loss or damage (including loss or damage as a result of third party claims) of any kind whatsoever, whether for negligence, breach of contract, misrepresentation or otherwise.

b. Any express or implied condition, warranty, representation or assurance in connection with the Goods or performance of Works which is not expressly stated in the Agreement is excluded to the maximum extent permitted by law.

c. To the extent liability cannot be excluded, CRS's liability is limited to the following:

- i. if the liability relates to the provision of Goods, the replacement of the Goods or the supply of equivalent Goods, the repair of the Goods, payment of the cost of replacing the Goods or of acquiring equivalent goods or payment of the cost of having the goods repaired,
- ii. if the liability relates to the performance of Works, supplying the Works again or payment of the cost of having the Works supplied again, and
- iii. if the liability relates to any other matter, CRS's total aggregate liability is limited to the total Price for the Goods delivered and Works performed (as set out in the relevant Quote).

d. CRS excludes (to the maximum extent permitted by law) all liability (whether in contract, tort or otherwise) to the Client for indirect or consequential loss or damage, loss of profits, loss of revenue, loss of anticipated saving, loss of opportunity, loss of business, loss of production, loss of data, loss of reputation, loss of goodwill, punitive or exemplary damage or loss beyond the normal measure, in each case regardless of whether the loss or damage was reasonably foreseeable.

e. The Client indemnifies CRS against (and must pay CRS on demand for) any loss, liability, claim, demand, action, proceeding, damage, cost or expense of any kind (whether actual, prospective or contingent and whether under contract, common law, statute or otherwise, including legal costs on an indemnity basis) arising directly or indirectly from or in connection with:

- i. a breach of the Agreement by the Client or its personnel or contractors; or
- ii. a negligent, unlawful, wilful or reckless act or omission of the Client or its personnel or contractors.

This indemnity is a continuing obligation and will survive the expiry or termination of the Agreement.

9. General

a. CRS shall not be held liable for any losses or delays in Works due to weather conditions, strikes, lockouts, accidents, default by supplier/manufacturer, acts of God, acts of government, war or other hostility, national or international disaster, fire, explosion, power failure, equipment failure, inability to obtain necessary supplies or other break-down in CRS's supply chain, any other occurrence or any other cause which are beyond CRS's reasonable control.

b. CRS and the Client shall comply with the provisions of all applicable statutes, regulations and by laws of government, local and other public authorities.

c. The laws of the State of Victoria apply in respect of these T&Cs, and the parties submit to the jurisdiction of the courts of that State.