

Terms and Conditions

GPW Group Pty Ltd

ABN: 38 628 213 267 Master Security Lic. No. 000104883

TO THE PURCHASER: The terms and conditions form part of this legally binding agreement, including Purchaser's disclaimer from all liability for injury and damage. By signing the declaration, you agree to be bound by the terms and conditions set out herein.

1 Definitions

- a) **Seller:** GPW Group Pty Ltd (A.B.N. 38 628 213 267)
- b) **Customer or Purchaser:** means the buyer, individual, company, or any other entity who enters into the agreement and signs the declaration.
- c) **Goods and/or services:** Shall mean any item of whatsoever nature, which is sold by GPW Group Pty Ltd to the Customer.
- d) **Delivery or Delivered:** Shall mean the moment the goods are transported from the premises of GPW Group Pty Ltd by whatever means to the Customer.
- e) **Default in Payment:** Shall mean
 - (i) if the Customer fails to pay any amount due to GPW Group Pty Ltd.
 - (ii) if any step is taken by the Customer to enter into any arrangement between the Customer and its creditors;
 - (iii) if any step is taken to appoint a liquidator (provisional or otherwise), receiver, administrator or trustee in bankruptcy to the whole part of the customers' assets or business.
- f) **OEM:** means the Original Equipment Manufacturer

2 General

These conditions apply to every sale made or agreed to be made by GPW Group Pty Ltd to the Customer and no variation or abrogation of them will be effective unless the variation or abrogation is evidenced in writing signed on behalf of GPW Group Pty Ltd. This offer is accepted by the customer confirming the order or the delivery arrangements or by admitting GPW Group Pty Ltd personnel to site for the purpose of delivering goods or performing services.

3 Precedence, Partial Invalidity

If there is any inconsistency or variance in the Conditions of the offer and these Conditions, then the former shall prevail. In the event of one or more clauses of these Conditions or any included in GPW Group Pty Ltd offer being held by a Court of Law to be legally invalid or unenforceable the remainder of such Conditions shall in no way be affected.

4 Acceptance and Order

Every Purchase Order placed shall be an acknowledgement made by the "Customer(s)" at the time that it is solvent and able to pay all of its debts and dues as per the Customer Account conditions. Failure to pay GPW Group Pty Ltd in accordance with these terms shall be deemed to be conclusive evidence that the customer had no reasonable grounds for making the representation hereof and the representations were unconscionable, misleading and deceptive.

5 Cancellation or Variation

An order may at GPW Group Pty Ltd option be terminated in the event of insolvency of the Customer or of execution being levied against any of the goods of the Customer or the Customer being placed in liquidation whether voluntary or otherwise.

An order may be cancelled or varied by the Customer only if such cancellation or variation is accepted by GPW Group Pty Ltd in writing and any such variation or cancellation shall only occur on terms which will reimburse GPW Group Pty Ltd for any costs or loss (including but not limited to loss of profit) incurred.

6 Prices

The prices charged shall be GPW Group Pty Ltd prices ruling at the date of delivery. The price offered is based upon the quantities referred to in the offer. Should there be any variation in the total quantity of goods ordered from that offered, GPW Group Pty Ltd reserves the right to amend the prices.

7 Delivery

The delivery date shall be extended in respect of any delay caused by the Customer, industrial disputes including but not limited to strikes and lockouts, circumstances such as fire, war, acts of terrorism, acts of God, mobilisation or by any other cause beyond the reasonable control of GPW Group Pty Ltd.

8 Risk

Goods become the Customer's risk on delivery.

9 Title

Property and ownership in the goods will not pass to the Customer until GPW Group Pty Ltd has been paid in full by the Customer and all payment for the goods to GPW Group Pty Ltd have been cleared by GPW Group Pty Ltd. Notwithstanding that the risk in the goods sold shall pass to the Customer as provided for in Clause 8 hereof title and property in the goods sold shall remain with GPW Group Pty Ltd until such time as full payment is made to GPW Group Pty Ltd for all amounts owing by the Customer so that the Customer's total indebtedness to GPW Group Pty Ltd under the terms and conditions of sale is discharged.

In the event that the Customer fails to make payment for the goods in accordance with the terms of this contract then GPW Group Pty Ltd shall have the right to recover from the Customer the goods and for that purpose the servants or agents of GPW Group Pty Ltd may enter upon the Customer's premises in order to effect recovery and use any reasonable means of force in order to effect recovery. GPW Group Pty Ltd shall have the right to resell or otherwise dispose of the goods so recovered without reference to the Customer.

10 Terms of payment

Unless agreed to the contrary by GPW Group Pty Ltd and the Customer in writing, payment for the goods or services must be made by the Customer. Payment is subject to NSW Security of Payments Act, net fifteen (15) days payment due before the end of the month following that in which the goods or services are invoiced.

If payment is not made on the due date, GPW Group Pty Ltd has the right, without prejudice to any other rights it may have, to suspend delivery of or at it's option, cancel any contract to supply goods and or services to the Customer.

If the customer defaults in payment of any monies payable to GPW Group Pty Ltd:

- a) GPW Group Pty Ltd may until payment is made in full and without prejudice to any other rights at law or in equity require the Customer to pay interest to GPW Group Pty Ltd on the amount outstanding at the rate of 4% per annum higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act New South Wales 1983 computed upon the money overdue during the period default.
- b) the Customer cannot make any deduction from the price of goods or services, or claim any set off counter claim against GPW Group Pty Ltd.

c) GPW Group Pty Ltd, its servants and agents may enter the Customers premises and without liability for trespass or otherwise repossess goods for which payment has not been made.

d) GPW Group Pty Ltd, its servants and agents may until payment is made in full and without prejudice to any other rights at law stop all communications and data and software services with any equipment or goods for which payment has not been made.

11 Warranty

GPW Group Pty Ltd shall make good by repair or at GPW Group Pty Ltd option by replacement within a reasonable time after notification by the Customer defects caused by GPW Group Pty Ltd failure to comply with the contract, or which appear in the goods arising from faulty design, material or workmanship provided always that:

- i) such goods have been properly handled and used and have been operated and maintained in accordance with instructions issued by GPW Group Pty Ltd and
- ii) such defects (whether apparent or not) occur within a period of twelve (12) months after the goods have been delivered
- iii) Where in accordance with the foregoing, the Customer has notified GPW Group Pty Ltd of an alleged defect, he shall if GPW Group Pty Ltd so requires promptly, and at his/her own expense and risk, return the defective part(s) to GPW Group Pty Ltd.
- iv) The removal of the defective part and the installation of any repaired or replacement part shall be performed by the Customer at his/her own expense. Where any defective part(s) has been replaced such part(s) shall become the property of GPW Group Pty Ltd.
- v) This express warranty is in lieu of any other rights that would otherwise be conferred on the Customer under any law save that this express warranty does not exclude any conditions or warranties implied into this contract by the provisions of the Trade Practices Act or by any other Federal or State Laws to the extent that such condition or warranties may not be excluded by express agreement.

12 Liability of GPW Group Pty Ltd

GPW Group Pty Ltd shall not be under any liability whether in contract, tort or otherwise from any cause whatsoever, whether occasioned by negligence or otherwise, for any injury, damage or loss, including consequential damage or loss whether to persons or property, arising out of this contract or the goods and services supplied pursuant hereto including any defects therein or anything connected therewith or with repair or replacement or any other work related thereto.

13 Governing Law

All contracts made between GPW Group Pty Ltd and the Customer are governed by the laws of the State of New South Wales and GPW Group Pty Ltd, and the Customer agrees to submit to the exclusive jurisdiction of the Courts of New South Wales

14 Exclusions and Limitations

GPW Group Pty Ltd will not be held liable for any damage to or loss of any programs, data, or other information stored later by the user on the DVR, NVR, CAMERA, or associated ACCESSORIES. Recovery and re-installation of programs and user data is not covered under this Limited Warranty. This Limited Warranty does not apply:

- i) to damage caused by accident, negligence, mishandling, misuse, abuse, or products not supplied by GPW Group Pty Ltd;
- ii) to damage caused by faulty installation, mis-configuration, mis-application, improper operation, alteration or modification without prior written permission from GPW Group Pty Ltd, or service performed by anyone other than a GPW Group Pty Ltd authorised staff;
- iii) to damage caused by power surge, improper voltage supply, lightning strike, flood, earthquake, or damage that is attributable to natural disasters or acts of Terrorism.
- iv) if the OEM serial number has been removed or defaced;
- v) to mis-applications in other environment and/or used with unrelated non OEM products.
- vi) In no case shall GPW Group Pty Ltd, it's DIRECTORS, EMPLOYEES or AFFILIATES be held LIABLE for any Direct, Indirect, Incidental, Punitive, Circumstantial, or Consequential Damages arising from the use of any OEM Products provided, or any breach of Warranty or Condition, or under any other Legal Theory, including but not limited to the Loss of Profits, Loss of Contracts, Downtime, Goodwill, Damage to or Replacement of Equipment and Property, Any Costs of Recovering, Reprogramming, or Reproducing any Program or Data stored in or used with the OEM Products, and any failure to maintain the Confidentiality of data Stored on the Products specifically does not represent that it will be able to repair any product under this Warranty or make a Product exchange without risk to or loss of Programs or Data.
- vii) GPW Group Pty Ltd does not guarantee, represent, or warrant that the use of its product or service will be free from interruptions, error, loss, corruption, attack, viruses, interference, hacking, or other Security intrusion, and GPW Group Pty Ltd disclaims any liability relating thereto.
- viii) GPW Group Pty Ltd specifically disclaims any and all implied Warranties, including, without Limitation, Warranties of Merchantability and fitness for particular purpose.
- ix) GPW Group Pty Ltd will not be held liable for any representation or guarantees (whether implied or expressly stated) regarding the range and performance of its products, such as viewing distances, human or vehicle detection range, night vision capability, mobile network reliability, facial recognition, solar power reliability, battery reliability, device compatibility, or any other implied or expressly stated guarantees, as these are all subject to adverse conditions such as site location and environmental conditions, user operator error, third party device limitations including smartphones or other third party devices connecting to its products, poor installation, cameras being moved by client and lack of maintenance.

15 Third Party/After Hours/Back to Base Alarm Monitoring Services

- i) Where GPW Group Pty Ltd engages a 3rd Party to provide monitoring services, we do not warrant their workmanship
- ii) Any complaints or claims arising as a result of a fault of a monitoring service, will be subject to the extent and limitation of liability of the said provider

These Terms and Conditions may be updated from time to time and are available on our website www.siteguard.net.au

I acknowledge that I have read and agree to the above GPW Group Pty Ltd Terms & Conditions.

Date:

Print Name:

Signature: