



Trading Terms & Conditions

Cage Security Alarms Pty Ltd
ABN 81 002 363 671

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- We**, and similar expressions, refer to Cage Security Alarms Pty Limited ABN 81 002 363 671. You, and similar expressions, refer to you, our proposed customer. The details specified on the front of this form apply.
- Our conditions always apply.** In return for us agreeing to consider your order you agree that these conditions apply if we do accept your order or if we do supply you with goods and or services (whether for cash, or on credit).
- Not obliged to accept orders.** We are not obliged to accept any orders. But if you do place an order with us then it becomes binding from the moment that we schedule the works. Even if we do not inform you of it's acceptance.
- Our conditions overrule any other form.** These conditions prevail even if they are inconsistent with anything in any earlier or order form or similar document.
- Expiry of proposals.** Prices offered remain current for 30 days from the date of our proposal. Variations are exempt from quotes unless requested.

PAYMENTS AND CREDITS

- Time for payment.** The last dates for payments due from you to us are as listed below.
Deposits - on placement of order or not less than 7 days before commencement of work. Amount is agreed as per Quotation acceptance form.
Installations - 7 days from receipt of invoice after completion of works.
Progress payments (if any) - on or before the dates specified in the Quotation acceptance.
Extra charges payable in accordance with these conditions - on issue of our invoice.
Monitoring, rental and maintenance agreement fees. - In advance of the commencement of the contract period. However this provision is subject to any terms of credit which we have agreed with you in writing and signed by one of our authorised officers.
- Withdrawal of future credit.** At our discretion, we may decline to give you further credit at any time. If we do decline to give you further credit then that decision does not affect the credit terms which apply to any amounts you then owe to us.
- Overdue payments.** If any amount you owe to us is not paid within 7 days of the due date then all of the moneys that you owe us on any account becomes immediately due and payable; you must pay us interest at the rate of 16% pa. calculated on daily balances, on the full amount outstanding; and we may suspend the supply of service and defer or cancel any outstanding orders. We will give you notice of suspension of service due to a payment being overdue. Both Residential & Commercial clients may be liable for all legal and associated costs incurred in order to secure payment.
- Prices and price variations.** We may increase any agreed sale price after we accept an order, to cover the full amount of any increases in indirect taxes and duties such as goods and services tax and stamp duty which we incur in connection with a transaction after the date of your order.
- Extra charges.** Additional charges at our ruling rates apply for additional services provided to you at your request such as guard callouts, remote programming, service calls outside our normal hours and system upgrades. We may vary our rates for such additional charges from time to time without advance notice.
- All payment** claims for Commercial installations are made by Cage Security under the Building and Construction Industry Security of Payments Act 1999 NSW (Amended Act 2002). As such we require full payment as claimed to be paid by the due date as stipulated on each invoice. Where payment is not received by the due date, we may choose to charge interest as outlined in Paragraph 8 of Terms & Conditions and initiate proceedings under the Act. In this course of action you may be liable for all legal and associated costs incurred in order to secure payment. This Act does not apply to residential installations.
- Service Rates & Charges** are subject to change by Consumer Price Index annually at the rate issued by the Australian Bureau of Statistics.

SITE REQUIREMENTS

- Your responsibility.** You must provide all necessary site conditions such as power outlets, power upgrades, and **telephone sockets** at your expense and pay all associated costs including installation and usage charges payable to the relevant supplier.
- Additional charges for site problems.** This provision applies where we are carrying out installation or other work as your equipment are damaged, tampered with or "built in" by others working on the site, you must pay us at our ruling rates to compensate us for any additional costs and expenses that we incur, including costs and expenses due to delay. We may likewise charge you for our additional costs and expenses if there is delay or if extra work or additional parts are required because of the unavailability of access or of necessary facilities such as power and telephone connections.

WARRANTIES AND LIMITATIONS

- Security system limits.** A security system is designed to signal the presence of a particular condition or particular conditions, depending on the particular system. It will not stop goods being taken, or break and enter, or hold up or other intrusion, or fire or acts of god. Whilst a security system can act as a deterrent, its primary function is to signal that relevant condition or those relevant conditions. Also if a security system supplied by us fails, then our liability is limited as set out below.
- Our warranty.** We must repair or replace any item sold by us if there is any manufacturing defect in material or workmanship within 12 months of delivery. We will choose whether to repair or replace.
- Sale by specification.** We sell our products by specification. You decide what purpose to use them for or to re-supply them for. The choice of a security system involves decisions by you as to the condition or conditions about which you are concerned and also the degree of protection which you require.
- Unexpected delay.** This clause applies if something happens which is beyond our reasonable control which makes it impossible, more difficult or more expensive for us to perform our obligations in our usual way. In those cases we may wait until it is again possible for us to perform our obligations in our usual way without additional difficulty or expense and we are not liable for any delay or unavailability of service which results. Without limiting those general words, that apply where we have problems due to accidents, strikes, transport difficulties or stock shortages, and also where we have problems due to loss of our monitoring connection due to something unexpected or beyond our reasonable control such as but not limited to software virus, power failure, radio interference, equipment malfunction, or something done or omitted by the Police or by a contractor or other third party such as a security patrol service.
- Estimated delivery times.** Delivery times are estimates only and we are not liable for minor delays in delivery.
- Exclusion of implied conditions.** The law implies various terms, conditions and warranties which might apply to us supplying goods or services to you. We exclude all of those conditions and warranties to the fullest extent permitted by law.
- Trade Practices Act etc. limits.** Provisions of the Trade Practices Act and other statutes in some cases either cannot be excluded, restricted or modified, or can only be restricted or modified to a limited extent. If any provisions of those types do apply, then to the extent permitted by law our liability under those provisions is limited as follows. Our liability in relation to goods is limited to our option for replacement of the goods or the supply of equivalent goods; or repair of the goods; or payment of the cost of replacing the goods or of acquiring equivalent goods; or payment of the cost of having the goods repaired. Our liability in relation to services is limited to our option to the supplying of the services again; or the payment of the cost of having the services supplied again.
- Other damages claims excluded.** We are not liable for any damage for breach or negligence or otherwise, except as stated. Damage includes lost profits, lost savings and claims made by others; and also includes any loss of or damage to your property and any injury or death.

OWNERSHIP

- Ownership passes to you on payment.** We remain the owner of all of the goods covered by an order until you have paid the full price for those goods plus any associated charges. Payments by cheque do not count until we receive payment on the cheque. Until you become the owner of particular goods, we may enter into any premises or vehicle if we have reasonable grounds to expect that we may find any part of the goods there. If you default in paying any part of the price or associated charges in connection with an order we may re-take possession of the goods; supplied under the order. That applies even if we

hold some negotiable instrument or security for the amount unpaid. If you resell any of the goods (even if mixed with other goods) before becoming the owner, you are acting as our selling agent although only to the absolute minimum extent necessary to protect our ownership.

GENERAL CONDITIONS

- Software licences.** We supply any firmware or software which comes with goods, under licence only. That licence is non-exclusive but perpetual and only allows use of the particular firmware and software with the goods with which it is supplied.
- Variations in specifications.** We reserve the right to vary the specifications or performance criteria of any product from time to time and to obtain products from different sources, at our absolute discretion. We may do that without telling you provided we have reasonable grounds for believing that the alternative product offered is substantially similar to that previously offered or represents an improvement.
- Certificate of debt.** You are bound by any certificate signed by any of our directors or solicitors which shows any amount or calculation relevant to what you owe us. The only exception is where you can prove the certificate is wrong.
- Availability of spare parts.** We make every reasonable effort to ensure the reasonable availability of spare parts for any particular item for at least 3 years from the first time it is or was supplied to a customer when it was new. We are not liable if, having used reasonable efforts, we are unable to do so for a temporary or permanent period. We may not be able to arrange for the availability of spare parts after the end of that 3 year period.
- Variation.** These conditions can only be varied by one of our authorised officers signing a document which states the variation, and the transaction to which the variation applies.
- Blanks.** We may complete any blanks on the front of this form, on your behalf.

SERVICE PLANS

The following additional conditions apply to our service plans.

- Remedial maintenance.** Within a reasonable time of a request from you we must provide remedial maintenance for the specified equipment. But that only applies where the equipment is not performing to the standards, normal for such equipment due to a fault in the equipment not caused by anything external to the equipment. We provide service from 8am to 5pm Monday to Friday excluding local public holidays.
- Preventative maintenance.** You must let us carry out preventative maintenance if we wish to do so, at all reasonable times.
- Parts and labour.** Service plan fees include all parts and labour required for remedial or preventative maintenance we provide.
- Consumable supplies.** Consumable supplies such as bulbs, ribbons and paper are not included: you must pay for them at our ruling rates.
- Replacement parts.** We become the owner of parts that we replace. Replacement parts may not be exactly the same as the originals. We may use reconditioned parts rather than new parts, as replacements.
- Parts and labour outside the service plan.** We may charge at our ruling rates for any service or parts provided for equipment if you have not followed the manufacturer's recommendations for use. We are also entitled to make our usual charges if we are called out for a problem which is due to abuse, misuse, negligence or misoperation or due to accidental damage or if the equipment has been repaired, interfered with or moved by someone other than us. Without limiting those general words, programming changes such as the inclusion of additional User Codes, removal of users and restriction of access areas, are not covered by any service plan fees and must be paid for at our ruling rates at the time the changes are requested.
- Payment of our fees.** Our service obligations are subject to you paying the full service plan fee on or before the date when the service plan commences. Our continuing obligations are subject to you paying any renewal fees at our then ruling rates for the next period, prior to the end of the previous period. We will usually invoice you for further fees but we accept no liability if service plan coverage ends because of non-issue or non-receipt of any invoice. Fees paid are non-refundable even if the service is subsequently cancelled.
- Sales etc. taxes.** You must pay or reimburse us for any extra or new sales taxes, duties or similar charges, which become payable in connection with the service plan.
- Commencement and Termination.** This service plan commences on the date that we first deliver the equipment to you or, if some later date is specified, then this service plan commences on that later date. If there are multiple items of equipment which are delivered on different days, then in the case of any uncertainty this service plan is regarded as having commenced on the day on which we delivered the first of those items. Either of us may give a notice to the other which terminates the service plan and takes effect at the end of the current service plan year. But the notice must be given at least fourteen days before the end of that year. The rest of this clause applies only to annual plans. We treat the first day of the month, or the first day of the next month, (whichever is closest) as the start of the plan period. Service fees are billed and payable on that basis. If the month in which the plan commences is specified then the plan commences on the first day of that month.
- Assignment.** You may not assign the benefit of the service plan. We may assign our interest in, or our rights under, the service plan.
- Location.** We are only obliged to provide services under this plan at the location which is specified.
- Workshop repairs.** You must allow us to take the equipment away to our workshop, if that is reasonably required so we can carry out any maintenance under the service plan.
- Overhauls.** In some cases with older equipment, we may not agree to automatic renewal of a service plan unless you first allow us to give the equipment a workshop overhaul at your cost.
- No guarantee of uninterrupted service.** No service plan can guarantee uninterrupted service from equipment.
- Security system testing.** This provision applies only where you have taken out a Security System Test plan. You must pay us the specified fee on or before the specified commencement date, for the specified period. Our continuing obligations are subject to you paying renewal fees at our then ruling rates for the next period, prior to the end of the previous period. During the period we will carry out at least one test of the specified security system at the specified location, by remote testing. In addition, our technician will check the equipment and wiring, check tamper circuits and resistors, test the back up battery and do a full walk test on all detectors (to the extent applicable to the particular system). If you have hold up, duress, panic, fire, smoke or any other emergency contact devices connected to your system, those will be tested in the process.
- Monitoring Service Plan.** If you have a security system you should very seriously consider the benefits of having the system monitored. The rest of this clause applies only where you have a Monitoring Service Plan. During the period of the plan we will provide full-time remote monitoring for the specified security system. Our obligation is to monitor your alarm when it is "armed" and we are receiving signals via its connected communication device i.e. telephone line. Your actioning instructions are specified to us via your completed Commissioning sheets, then upon "sign off" on your Client Verification form. Therefore on receipt of an alarm from your system we will action it according to your agreed actioning details. However, the provisions of clause 16 and our other trading conditions still apply. Where there is an alarm signal on your system and using our reasonable endeavours we have not been able to contact one of your designated contact persons, then we may on your behalf arrange for guards to perform a random or static patrol of the premises at your expense. However, whether we organise any such random or static patrol is a matter entirely of our absolute discretion. We can give no assurance or guarantee as to the level or timing of responses by security guards, or by any emergency service. You are responsible for all charges for any response by a security guard or by any emergency service. We require you to confirm instructions for any change in relation to your monitoring requirements, in writing. We will also endeavour wherever possible to inform you when advised by your system of potential issues with your system or failure to report test signals.
- Standard Monitoring Test Reports.** If at any stage a False Test Report is produced by your system, you will be notified the next working day.