

Standard Terms & Conditions – January 2026 Edition

STANDARD TERMS & CONDITIONS

A. GENERAL TERMS

1 Supply Agreement

1.1 These Standard Terms and Conditions (**Terms**) shall apply to all Goods and Services supplied by Certis Security Australia Pty Ltd (**Certis, We, or Us**) to You. These Terms are made up of 2 sections being: A. General Terms and B.- F. Specific Terms. The Specific Terms shall apply to the specific goods or services requested by You, and where inconsistent with the General Terms, the Specific Terms shall take precedence, to the extent of the inconsistency only.

1.2 These Terms, together with:

(a) any credit application signed by You; and
(b) the service agreement requested or signed by You (**Service Agreement**) including any variations to that Service Agreement agreed in writing (**Service Agreement Variation**) set out the complete terms of the agreement (**Agreement**) between You and Us. The provision or acceptance of a service agreement shall not form a separate agreement between You and Us, but shall constitute part of this Agreement. Any terms contained in any document supplied by You, including any terms on Your purchase order, will not form part of this Agreement.

1.3 Certis may wish to vary these Terms from time to time. If We intend to do so We will give You 28 days' written notice of our varied terms. If You have reasonable grounds to believe the change will be detrimental to Your rights, You may terminate this Agreement within 28 days of receiving Our written notice.

1.4 To the extent that any Services (including Monitoring Services) are provided using third party service providers or subcontractors, You acknowledge that such Services are dependent on the availability and performance of those third parties and are subject to the limitations set out in this Agreement.

2 Requests, Quotes and Pricing of Fees

2.1 You may request Certis to provide any Goods or Services to You. Certis is not obliged to provide any Goods or Services to You, but may in its discretion supply such Goods or Services subject to this Agreement and Certis's standard pricing, in which case the Fees will be in accordance with the standard pricing as varied from time to time.

2.2 Prior to supplying, Certis may in its discretion provide a Quote to You setting out pricing which is different to Our standard pricing. If You accept a Quote, the Fees will be as set out in a Quote, subject to variation in accordance with this Agreement.

2.3 Where Certis carries out any additional work not covered by the terms of a Quote, then the additional work shall be subject to these Terms unless expressly otherwise provided and the Fees shall be increased by the amount quoted for such extra work, or if no fee is quoted, an amount calculated at Certis's standard pricing. Such additional work includes, but is not limited to, the performance of Services on the additional day in any leap year.

3 Payment of Fees

3.1 You shall pay Certis the Fees on or prior to the delivery of the Goods or Services requested by, or within 30 days from, the date of the issue of an invoice for Services, unless otherwise agreed in writing.

3.2 If Certis grants You payment terms or credit in writing signed by an authorised officer of Certis, or otherwise sets out different payment terms in a Quote, then such terms will vary clause 3.1 above.

3.3 The Fees charged for Goods and/or Services may be varied by Certis from time to time by giving 28 days' written notice to You. This will apply even if you accept a Quote, but only to Goods or Services supplied after the notice of variation. If you do not accept the increase to Fees, you may terminate this Agreement within 28 days of receiving Our written notice. Fees charged for Services comprising labour (guarding, patrols, ATM and cash) will be

increased annually when wage or associated costs are increased. Such increases include, but are not limited to, increases to applicable award rates of pay, compulsory superannuation increases, compulsory long service leave schemes, and government taxes, surcharges and levies.

3.4 You will be required to pay all Fees due to Certis upon receipt of any request for payment under this clause and You will be charged the reasonable cost of all expenses, including legal costs incurred in the enforcement of any notice of default. Certis may charge and you agree to pay interest on any outstanding amounts at the rate equivalent to the official cash rate set by the Reserve Bank of Australia, calculated on a daily basis. Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days per month.

4 GST

4.1 Where a supply under these terms and conditions is or becomes subject to a GST, an amount equal to the GST paid or payable in respect of that supply shall be added to the amount exclusive of GST paid or payable for that supply under these terms and conditions.

4.2 The provisions contained in clause 4.1 apply notwithstanding any other clause of these terms and conditions whatsoever.

4.3 Each party agrees to do all things, including providing invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any credit, set - off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under these terms and conditions.

4.4 In this clause GST has the meaning it has in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

5 Term and Termination

5.1 A Quote may specify a minimum term for the supply of Services. Upon expiration of a minimum term or if no minimum term is

specified, this Agreement will remain in force until a party gives one (1) month's written notice to the other party of termination.

5.2 Either party may terminate a supply if:

(a) the other party commits any material or persistent breach of its obligations under this Agreement which in the case of a breach capable of remedy, shall not have been remedied within 14 days of receipt by the party in breach of a notice identifying the breach and requiring its remedy or such other reasonable period depending on the circumstances); or
(b) a party has reasonable grounds to believe that the other has, or is about to, become insolvent or where an individual becomes bankrupt or enters into a scheme of arrangement with creditors.

5.3 Certis may terminate this Agreement, or a Quote, immediately if, in its absolute discretion, the provision of the Goods or Services at any of Your sites poses a risk to any of Certis's personnel.

5.4 Termination under this clause must be effected by written notice served on the other party. Termination under this clause shall be without prejudice to any rights that may have accrued for either of the parties before termination and all sums due under this Agreement shall become payable in full when termination takes effect.

5.5 If You wish to terminate or cancel a supply of Services prior to the expiry of the minimum term, You will be required to pay the remaining payments up to the end of the minimum term.

5.6 Certis may suspend provision of Services immediately and for such period as Certis considers appropriate if any monies owing to Certis are due and unpaid.

6 Liability

6.1 This Agreement shall be subject to any rights conferred upon Certis and You by the *Competition and Consumer Act 2010* or similar legislation which cannot by agreement or otherwise be excluded, restricted or modified. Where any warranty or condition cannot be

excluded then liability shall be limited to, at the election of Certis, repair or replacement in the case of Goods, or supplying the Services again, or the payment of the cost of resupplying the Services in breach of such warranty or condition.

6.2 To the maximum extent permitted by law, Certis will not be liable to You for:

- (a) Any loss or damage sustained to any person or to any property howsoever caused, arising out of or in connection with this Agreement, a health pandemic, or a Force Majeure Event;
- (b) any indirect, consequential, special or economic loss, cost or liability;
- (c) loss of business, business interruption, loss of data or reputational loss;
- (d) any loss or damage suffered by You except if such loss or damage is caused by the sole negligence of Certis or its employees;
- (e) any loss, damage or destruction of keys, keycards or other access device provided by You to Certis, including but not limited to replacement of keys, locks or reprogramming of access devices. Notwithstanding this sub-clause, Certis agrees to pay for the replacement cost of key, keycard or access device only, if such loss, damage or destruction is caused by the sole negligence of Certis, up to the value of 12 months of the fees paid to Certis for the particular service.
- (f) any failure or delay in performance of Monitoring Services caused by or arising from telecommunications failures, power outages, network interruptions, failure of third party infrastructure, or the acts or omissions of emergency services, carriers, utilities or other third parties outside Certis's reasonable control;
- (g) any loss arising from the inherent limitations of Monitoring Services and Alarm Response Services, including that such services are reactive in nature and cannot guarantee prevention of loss, damage or harm.

6.3 Notwithstanding any other provision of this Agreement, and to the maximum extent permitted by law, the aggregate liability of Certis arising out of or in connection with the Services, including Monitoring Services, whether in contract, tort (including negligence), in equity, under statute, or under an indemnity, or otherwise is limited to an amount equal to the

Fees paid or payable by You for the relevant Services in the twelve (12) month period immediately preceding the event giving rise to the claim. For the avoidance of doubt, this limitation applies on an aggregate basis and not per claim or per incident.

6.4 You shall notify Certis in writing of any claim within one (1) month from the occurrence of any event that gives rise to a claim under this Agreement. If no such notice is given You will be deemed to have waived and abandoned completely any such claim which after the expiration of such period shall not be allowable or admitted. Time shall be of the essence in this clause.

6.5 You shall keep Certis indemnified at all times against any loss arising from claims made against Certis by any party with respect to any theft, loss, damage, destruction, health pandemic, death or injury arising out of or in connection with the provision or failure to provide the Services except to the extent caused by negligence on the part of Certis, its employees or agents.

7 Your Sites and Your Responsibilities

7.1 You authorise Certis and its representatives to enter Your Sites for the purpose of this Agreement.

7.2 You warrant that each of Your Sites is a safe place of work and free of harmful materials, asbestos, or transmissible diseases.

7.3 You will take all reasonable steps to ensure Your Sites are free from risks.

7.4 You will obtain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

7.5 You warrant that You will comply with all applicable workplace health and safety laws.

7.6 You release and indemnify Certis from and against any liability arising out of, or in connection with, a breach of this clause.

7.7 You warrant that all information relating to the Site, Security System, Alarm Response Instructions and contact details is accurate, complete and kept up to date. You acknowledge and agree that Certis is entitled to rely on such information and will not be liable for any loss arising from inaccuracies or failures to update that information.

8 Intellectual Property

8.1 Certis retains all rights, title and interest subsisting in any design(s), documentation, diagrams or plans and other information and materials (**Certis Materials**) supplied to You for the purposes of carrying out the Services under this Agreement. Where You supply any design(s), documentation, diagrams or plans and other information and materials (**Customer Materials**) under this Agreement, You retain all right, title and interest in such Customer Materials but grant Certis a perpetual, irrevocable, royalty free non exclusive licence to use, reproduce and modify Customer Materials to enable Certis to fulfil its obligations under this Agreement. You agree to accept full responsibility for all Customer Materials provided to Certis under this Agreement and to indemnify Certis for any action, claim, liability, cost or expense arising out of any threatened or actual infringement of intellectual property rights arising out of the use by Certis of Customer Materials.

9 Dispute Resolution

9.1 The parties agree that they must initially use all reasonable endeavours to resolve any dispute arising under this Agreement within 10 business days of a party being advised by written notice of such a dispute.

9.2 If the parties are unable to resolve the dispute within that timeframe they must refer the dispute to an executive officer from each party to resolve. The parties will again use all reasonable endeavours to resolve the dispute within a further 10 business days or such other reasonable period agreed between the parties.

9.3 If the dispute is not resolved in accordance with sub clause 2, the parties may either agree to refer the matter to mediation or some other

form of alternative dispute resolution, or commence legal proceedings.

10 Force Majeure

10.1 Certis will not be in breach of this Agreement or be liable to another party if Certis fails to perform, or delays in the performance of, an obligation as a result of a Force Majeure Event.

11 Disclosure and use of Personal Information

11.1 By entering into this Agreement, You agree that unless indicated otherwise in a Quote, that Certis may forward to You from time to time promotional material and information regarding any of Certis's Goods and Services.

11.2 By entering into this Agreement, You consent to Certis's collection of Your personal information for the purpose of providing You with the Services under this Agreement, Certis may disclose Your personal information to other organisations that assist Certis in the provision of these services including related bodies corporate, subcontractors, marketing organisations and relevant banking or financial authorities.

12 Credit Enquiries and Credit terms

12.1 You agree that if Certis requires financial information about You for any application for credit on terms which attract the operation of the *Privacy Act 1998*, by seeking or enquiring about credit, You specifically agree and acknowledge that Certis may:

- (a) disclose to a credit reporting agency certain personal information about You including information contained in this Agreement, Your identification, the amount of credit applied for, payments overdue by more than 60 days, advise the payments are no longer overdue, a serious credit infringement which Certis believes You have committed; and the discharge of the credit facility (if granted one);
- (b) in assessing the application for credit and any later request for credit, obtain from a credit reporting agency a credit report containing personal credit information, information about commercial activities or commercial worthiness;
- (c) provide to or obtain from any credit provider(s) named in a credit report information

about Your personal or commercial credit arrangements including information relating to credit worthiness, credit standing, credit history; or credit capacity.

12.2 If Certis approves Your application for credit, Your consent and acknowledgement in this Agreement will remain in force until the full amount owing to Certis under the credit facility is paid.

12.3 Certis will approve Your application for credit in its absolute discretion and Certis reserves the right to withdraw any Quote, cancel the Services, and terminate this Agreement should such credit assessment be unsatisfactory to Certis.

13 Personal Property Securities Act

13.1 Terms used in this clause are defined in the *Personal Property Securities Act 2009 (Cth)*.

13.2 If you request the supply of Goods on credit terms, or are supplied Goods prior to payment in full, then:

- (a) Certis will retain title to such Goods until you have paid for those Goods in full;
- (b) You grant to Certis a purchase money security interest (**PMSI**) in those Goods; and
- (c) You indemnify Certis for the cost of registration and enforcement of the PMSI.

13.3 If we supply You Goods on a lease for a period of 12 months or more, then:

- (a) Certis grants to you a PPS Lease in respect of those Goods; and
- (b) You agree to, and indemnify Certis for the cost of, the registration and enforcement of the PPS Lease.

14 Third Party Providers and Subcontractors

14.1 You acknowledge and consent for Certis to use third party providers or subcontractors (including specialist monitoring bureaus) to deliver the Services under this Agreement. Monitoring Services may be wholly or partly performed by third party monitoring providers engaged by Certis. The third party providers or subcontractors engaged will be set out in the Quote or Fee schedule or otherwise notified to You in writing from time to time.

14.2 Where third party providers or subcontractors are used, Certis will use reasonable endeavours to ensure that the third party provider or subcontractor:

- (a) has the skills, resources and experience to carry out the work that has been subcontracted to it; and
- (b) complies with the relevant terms of this Agreement.

14.3 Nothing in this Agreement creates an employment relationship between Certis and any third party provider or subcontractor.

14.4 Certis's obligations in respect of Services performed by third party providers or subcontractors are limited to those expressly assumed under this Agreement, and Certis does not provide any greater warranties, guarantees or undertakings to You than those provided to Certis by its third party providers or subcontractors.

15. Offshoring & Certis Group Support

15.1 You acknowledge and agree that Certis is part of the Certis Group, which operates in Australia and overseas, including in Southeast Asia. You consent to Certis using its related bodies corporate, offshore service providers and group personnel to provide operational, administrative and support services in connection with the Services, which may include alarm response coordination, service request management, data processing, procurement, billing, accounts payable and business reporting.

15.2 Certis remains responsible for the performance of the Services and will take reasonable steps so that any offshore support arrangements:

- (a) involve personnel who are appropriately trained, supervised and engaged to standards equivalent to those applied by Certis in Australia;
- (b) are subject to confidentiality obligations, access controls, cybersecurity safeguards and ongoing supervision by Certis;
- (c) are limited to the access, use or transfer of information reasonably necessary to provide the Services; and
- (d) where personal information is accessed or

transferred outside Australia, comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

15.3 You acknowledge that offshore access to information may occur from time to time as part of the normal delivery of the Services and provide Your ongoing consent to such access and transfer for that purpose.

16 Miscellaneous

16.1 **No strike breaking etc.** Certis employees will not carry out any illegal duties, or any strike breaking.

16.2 **Assistance.** You will give Certis and its employees and contractors all assistance reasonably requested by Certis to enable Certis to supply the Goods and/or Services to You.

16.3 **Confidentiality.** Each party shall treat as confidential all information which comes into its possession, pursuant to or as a result of or in the performance of this Agreement, whether such information relates to the business, sales, marketing or technical operations of the other party or the clientele of the other party or otherwise. Neither party shall, without the written permission of the other, disclose such confidential information to a third party. This obligation does not apply if the information is already in the public domain without any breach of this Agreement or if the disclosure is required by law.

16.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which You may seek to impose.

16.5 **No Waiver.** No right under this Agreement will be deemed to be waived except by notice in writing signed by each party and any failure by Certis to enforce any clause of this Agreement, will not be construed as a waiver of Certis's rights under this Agreement.

16.6 **Severability.** Should any part of this Agreement for any reason be held to be invalid, unenforceable or illegal, such judgment or holding will not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the part of this Agreement directly involved in the matter of proceeding and the remainder of this Agreement will remain in full force and effect.

16.7 **No Set Off.** You may not set off any amounts owing to Certis under this Agreement against any amounts owed by Certis to You.

16.8 **Notice.** Any notice or other communication to be given under this Agreement must be in writing and in English and served personally, by mail or by email to the other party.

16.9 **No Assignment.** You shall not assign any of Your interest in this Agreement without the prior written consent of Certis, which shall not be unreasonably withheld. Certis may at any time assign, subcontract or license any part of its rights and obligations under this Agreement.

16.10 **Acceptance of terms.** You do not need to sign these Terms to accept them, and requesting Certis to supply Goods or Services will be deemed acceptance of these Terms.

16.11 **Further Action.** Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

16.12 You agree to comply with all laws, including without limitation, those laws relevant to Certis's provision of the Goods or Services to You.

16.13 **Law and Jurisdiction.** This Agreement is subject to the laws of New South Wales. The parties unconditionally submit to the jurisdiction of the courts of New South Wales.

17 Interpretation

17.1 The section headings in this Agreement are used for convenience only, are not substantive, and shall not be interpreted to define, describe,

or otherwise limit the interpretation of the provision under the section headings or of the Agreement as a whole.

17.2 In this Agreement:

- (a) **Fees** means the fees payable for Goods and Services provided by Certis to You.
- (b) **Force Majeure Event** means an event beyond the reasonable control of Certis, including but not limited to, acts of God, natural disasters, extreme weather conditions, storms, lightning strikes, fires, floods, health pandemics, epidemics, or quarantines, acts of war or terrorism, riots, civil disturbances, explosions, national emergencies, strikes, labour disputes, significant or sustained disruption to power services, embargoes, mechanical breakdowns, road closures, peak hour traffic, delays at other customers' premises, and high occurrences of Alarm Responses.
- (c) **Goods** means any goods supplied by Certis to You, including but not limited to a security system.
- (d) **Quote** means a written quote describing the Goods and Services to be supplied to You by Certis and the applicable Fees.
- (e) **Services** means the services provided by Certis to You under this Agreement comprising any or all of installation of Security System and/or Maintenance Services (refer Section C), Monitoring Services (refer Section D), Patrol & Guarding Services (refer Section E), Alarm Response Instructions and Alarm Response Services (refer Section F), Cash Services and ATM Services (refer Section G) and any additional services as required from time to time during the term of this Agreement.
- (f) **Site** means Your premises, or premises You request Certis to attend.
- (g) **You** means the person (including an entity) which requests Goods and/or Services from Certis.

B. SPECIFIC TERMS - DEFINITIONS

Definitions in the General Terms shall have the same meaning in the Specific Terms unless indicated otherwise.

In the Specific Terms:

Alarm Response means our attendance at your Site, or a request to attend your site, due to the activation of an alarm or other event.

Alarm Response Instruction means the response type and action instructions requested and selected by You in the Connection Form for an Alarm Response.

ATM Services means the attendance at an automatic teller machine to rectify a fault.

Cash Services means the collection, counting and/or delivery of cash by a security officer.

CMS means Certis's Security Monitoring Service carrying out the Monitoring Services under this Agreement.

Commencement Date means the date that Certis commences providing Services to You.

Connection Form means the form requested or completed by You and used to arrange the provision of Goods and/or Services.

Customer Contact means the person or persons specified as persons to be contacted in case of Emergency.

Dialler means the use of a telephone land line to alert the CMS of an event transmitted by a security alarm system.

Emergency means an occurrence at any Site of which Certis's representative becomes aware during an attendance and which the representative reasonably believes could adversely affect the security of the Site.

Emergency Services Request Action means an option chosen by You in the Alarm Response Instructions which requires Certis to use all reasonable endeavours to attempt to contact the emergency service(s) specified such as the police, fire or ambulance service.

Maintenance Services means the electronic maintenance services to be provided by Certis in respect of Your Security System and specified in

a Quote and includes other services that may be agreed by the parties in writing.

Monitoring Services means the monitoring of Your Security System by Certis by its CMS.

NC and Nominated Contact means each person nominated by You in the Connection Form to whom Certis will use reasonable efforts to contact in the event of a System Event.

Normal Working Hours means the hours between 0830 and 1700 hours Monday to Friday except for public holidays.

Patrol means attendance at any Site by Certis's representatives in accordance with the Service schedule.

Patrol Services means the patrol services described in a Quote or the Service Agreement.

Quarter means each of the annual quarters as defined by the periods 1 January to 31 March, 1 April to 30 June, 1 July to 30 September and 1 October to 31 December.

Security System means the items of equipment, materials, and, scope of work if applicable specified in a Quote.

System Event means an event that is registered electronically on a computerised screen at Certis's CMS requiring operator intervention and action by Certis in accordance with the Connection Form.

C. SPECIFIC TERMS – SECURITY SYSTEM AND/OR MAINTENANCE SERVICES

1 Installation of Security System

1.1 Certis will carry out the Security System installation in Normal Working Hours with all reasonable skill and care and perform the work in a workmanlike and professional manner.

1.2 Title to, and legal ownership of any parts of the Security System purchased by You will not pass to You until payment has been received by Certis in full. If payment is not made within 90 days of the due date, You authorise Certis to

enter Your premises to take possession of any Goods or parts.

1.3 The risk in the Security System purchased by You will pass to You upon delivery.

1.4 You acknowledge and agree that, unless expressly stated otherwise in a Quote, the following are excluded from the Security System installation:

- (a) provision, installation or connection of 240 volt GPOs, Mode 3 sockets, mains power connections, telephone lines or line rental;
- (b) cable trays (including lift cable trays), slab penetrations and resealing;
- (c) cutting of ways, excavation, trenching, backfilling, restoration or making good;
- (d) provision of penetrations, flashing, chasing, console or joinery work, mounting brackets or foundation plinths;
- (e) provision of additional door furniture, including handles, cylinders and door closers; and
- (f) any works required to existing building infrastructure or supplementary fittings necessary for integration of the Security System..

1.5 Certis will not be responsible for any disruption of a network, software or equipment caused by the impact of the interface, integration or addition of the Security System. Provision of computer hardware (including PCs), operating systems, third party software or their interfaces is excluded unless expressly stated in a Quote.

1.6 You shall make the Site available and in such form as to allow Certis to commence and carry out the Security System installation by the date specified in a Quote. The Quote is based on Certis having free and uninterrupted access to the Site at all times, and on the Security System being capable of being installed in a continuous sequence. Any delays caused by You or others may result in additional costs being added to the Fees. Should restricted access force Certis to cease or suspend work and/or leave the Site and return to the Site at a later time, the reasonable costs of doing so may be added by Certis to the Fees.

1.7 You agree to ensure that the Site must at all times be a safe working environment and (without limitation) will not contain asbestos or similar hazards. No allowance has been made for asbestos testing, removal or associated site allowances, and any such works must be carried out by others at no cost to Certis.

1.8 You shall provide adequate facilities at the Site (including, where required and not otherwise stated, site allowances, parking facilities, premises power, premises lighting, lifting and handling equipment, scaffolding, scissor lifts, elevated work platforms, and rubbish removal skips) at no cost to Certis.

1.9 No provision is made for site-based, union-based or other allowances unless expressly stated otherwise in a Quote. If additional allowances become payable, the cost of these shall be added to the Fees.

1.10 If Certis has agreed to carry out the Security System installation based on information provided by You in relation to the condition of the Site and Certis has quoted on the basis of such advice, any unanticipated problems that might arise on the Site involving extra work or materials may result in Certis increasing the Fee.

1.11 Existing cable types, equipment and building infrastructure must be suitable for use where integration with a new system is specified. Certis makes no representation or warranty as to the condition or suitability of existing systems or infrastructure.

1.12 All equipment quantities are based on drawings or information provided by You. No allowance has been made for additional components beyond those expressly identified.

1.13 If Certis is delayed in completing the Security System installation by the date agreed between the parties as a result of a delay which is outside its reasonable control then Certis shall be entitled to a reasonable extension of time to complete the Security System installation.

1.14 Should Certis be delayed in carrying out work by delays caused by acts or omissions of You, agents or contractors or any head contractor or other party to which You have contracted, then Certis shall be entitled to claim the reasonable costs of the delay from You, and the amount shall be a debt due and owing to Certis.

1.15 You may, before completion of the Security System installation, request in writing that Certis vary the scope of the work involved in the Security System installation which Certis may, at its sole discretion, choose to accept and vary the Fee accordingly.

1.16 Certis may substitute products or equipment offered as part of the Security System with technically equivalent or superior products provided You have been informed.

2 Fees for Security System

2.1 Certis' Fees in the Quote are contingent upon:

- (a) Certis being awarded all Services described in the Quote; and
- (b) Certis being able to place orders for major equipment and materials within thirty (30) days of acceptance. If only part of the Services are awarded, or orders delayed, Certis reserves the right to revise the Fees.

2.2 You agree to pre-pay Certis 20% of the Fees within 30 days of acceptance of a Quote, or if works are to commence prior to thirty(30) days elapsing, then prior to the commencement of the Security System installation.

2.3 If You have an approved credit account with Certis, You shall pay to Certis the balance of the Fees within thirty (30) days of the date of invoice, without set -off, deduction or discount of any kind.

2.4 You acknowledge that Certis may issue progress payment invoices to You progressively during Security System installation for work completed or equipment purchased and held in store by. Each progress payment invoice is due and payable within thirty (30) days of the date of invoice.

3 Warranty on Security System

3.1 The Security System supplied and installed by Certis to You under this Agreement is done so only with such warranties as may be given by their manufacturer.

3.2 To the extent that the Security System is covered by a manufacturer's warranty, Certis passes on to You the benefit of that warranty.

3.3 You are responsible for the operation and maintenance of the Security System in accordance with the manufacturer's instructions as necessary to ensure those warranties will remain valid and applicable.

3.4 Certis will provide all reasonable assistance to You in obtaining the benefits of a manufacturer's warranty. Certis gives no warranty regarding performance, compatibility or continued operation of third party equipment, software or existing infrastructure.

4 Smoke Detection Systems

4.1 You acknowledge that any smoke alarm detection equipment sold and installed, serviced, maintained or monitored by Certis as part of an intruder alarm security system:

- (a) is not intended for the purposes contemplated by and does not comply with AS1670 -2004 Fire Detection, Warning, Control and Intercom Systems, nor with any other applicable standards, Building Codes, Development Applications or legislation relating to fire alarm equipment and installation;
- (b) it is Your responsibility to ensure that where such requirements in (a) above apply fire alarm equipment to the standard required by legislation and Australian Standards is installed by others at Your Premises in addition to any smoke detection equipment installed in the Premises at Your request by Certis;
- (c) must be serviced in accordance with the manufacturer's specifications, and it is Your responsibility to arrange such servicing.

4.2 Smoke detection equipment sold, installed and serviced by Certis are not life saving equipment and must not be relied upon by You for the purposes of meeting any legislation,

Australian Standards, Building Codes, Development Applications or for insurance purposes.

5 Maintenance Services

5.1 You agree and acknowledge that Certis's maintenance services exclude:

- (a) work required to be done to repair a defect or damage which is caused by Your negligence, fault, neglect, abuse or incorrect use, including not servicing or maintaining the Security System in accordance with the manufacturer's instructions;
- (b) power failures, telecommunications failures or third-party services;
- (c) failure of existing equipment, cabling or infrastructure not supplied by Certis; or
- (d) batteries, which remain Your responsibility to replace and pay for.

5.2 Any excluded services required by You will be regarded as additional services and You must pay Certis's costs for such services at our standard rates.

5.3 Unless agreed otherwise in this Agreement all Maintenance Services will be performed during Normal Working Hours.

5.4 Certis is not liable for any claims made for injury, loss or damage caused to You resulting from any failure by Certis to provide maintenance services due to Your failure to give Certis access to the Site for such services.

5.5 If You fail to give Certis access to the Site for the purpose of carrying out maintenance services after having been requested Certis to do so, Certis may be entitled to keep for Certis's benefit that part of any prepaid Fees received from You which is equivalent to Certis's direct cost incurred in arranging the relevant maintenance services.

D. SPECIFIC TERMS – MONITORING

1 Monitoring Services

1.1 The Fees under this Agreement are based solely on the value of the services provided and are not related to the value of Your property or the property of others located on the Site. Certis

is not an insurer of the Site, other property or risks and the Monitoring Services are provided on a reasonable care and skill basis only. Monitoring Services are reactive in nature and cannot guarantee the detection or prevention of all or any unauthorised entry, loss or damage at the Site. It is strongly advised that You effect and maintain all normal and prudent insurance policies for all usual risks, including fire, burglary, damage and destruction.

1.2 You acknowledge and agree that Certis may not respond to subsistence alarms (as defined in AS 2201.2-2004 and including but not limited to battery low alarms) and low priority alarms (as defined in AS 2201.2-2004 and including but not limited to late -to-close, mains fail or timer test failures) within the times specified in the AS 2201.2-2004, and that subsistence alarms and low priority alarms may be actioned by an automatic process prior to operator intervention (including but not limited to letter, short messaging service, email, or fax). Certis will not be liable if the automated response is not received by You due to a reason outside of Certis's control. You acknowledge that certain alarms may be processed automatically or with delayed operator intervention and that Certis will not be liable for any loss arising from such processing where undertaken in accordance with reasonable operational procedures.

1.3 Certis will not be liable if the Dialler telephone line is severed or disabled between the CMS and the security panel in the Site. In such an event, Your Site will not be monitored by CMS until such time as a telephone line and/or digital mobile communication is restored. You acknowledge that Monitoring Services are dependent on third party telecommunications networks and utilities.

1.4 You acknowledge that equipment or other obstacles must not be placed in front of the Security System detectors at Your Site as such action will either partially or completely restrict the effectiveness of the Security System.

1.5 It is Your responsibility to regularly test the Security System in a fully secured condition, to ensure that it is armed, turned on and fully

operational and to immediately notify Certis if a fault is detected in the Security System.

1.6 It is Your responsibility to ensure that Your Connection Form details are current and tailored to suit Your requirements.

1.7 You agree to pay a network services provider any charges for installing a new telephone line.

1.8 You agree that the provision of Monitoring Services will involve You incurring telephone charges from Your telephone service provider due to regular test and alarm calls made from Your Security System to the CMS. Additionally, telephone calls generated from Your Security System to Certis's in-bound telephone numbers (including programmed test signals) will be included in determining call volumes for Certis's receipt of rebate or revenue share payments from Certis's telecommunication provider. You acknowledge that You will be liable to Your service provider for all communication costs incurred.

1.9 You must promptly notify Certis of any break-in or attempted break-in to the Site and allow Certis to access the Site whenever Certis reasonably requires for testing the Security System and its operational performance.

1.10 On receiving an alarm, Certis will only carry out the Alarm Response Instructions. Certis is entitled to rely on the accuracy and currency of the Alarm Response Instructions and contact details provided by You.

1.11 Any expenses associated with any Emergency Services Request Action provided to You including charges made by the fire brigade or the police must be paid by You directly to the specific emergency services requested. For New South Wales customers all calls made to the NSW Police Force in relation to alarm notifications or cancellations will attract a fee, which will be invoiced by Certis to You.

1.12 Certis has an obligation to contact the police in cases of duress, panic, hold up, multiple security alarms or when your Alarm Response Instructions have been exhausted.

Outside of these events the police will not be contacted unless requested by You as part of an Emergency Services Request Action and then only in a manner consistent with prevailing police procedures in each State relevant to alarm notification.

1.13 Telephone calls received by or placed with Certis to You or any of the NC's may be monitored and recorded for quality and security purposes. Certis will use all reasonable endeavours to notify Your NC's specified in the Connection Form by telephone and undertake the Alarm Response Instructions requested by You.

1.14 If You terminate the Monitoring Services for any reason, You indemnify Certis against all costs and expenses incurred for any work required to disconnect or reprogram the Dialler, any related Dialler expenses and any failure by You or a third party to undertake this work. Where You or a third party does not engage Certis to carry out the work specified in this clause, You will continue to incur telephone charges for programmed test signals and alarm activations until disconnection has occurred.

1.15 Notwithstanding any other provision of this Agreement, Certis will not be liable for any loss, damage, injury cost or expense in connection with the Monitoring Services arising from:

- (a) the failure of a telecommunications carriers, power supplies or network infrastructure;
- (b) the attendance or non-attendance or delay of emergency services including the fire brigade, police, ambulance or a third party to attend Your Site;
- (c) any failure of the power supply to Your Security System, any claims made resulting from any accident, neglect, mistake or Your error, variations and surge of electrical power, fusion, fire, air conditioning malfunction, water damage, corrosion or any other cause beyond the reasonable control of Certis,
- (d) any false alarm or signals;
- (e) any modification, addition or adjustment to Your Security System or alteration of its configuration, which has not been notified to Certis in writing, any maintenance, repair, or

improper use of the Security System by You or by a third party;

- (f) information, instructions or omissions provided by You; or
- (g) any other event or circumstance beyond the reasonable control of Certis.

1.16 Certis may suspend or terminate the Monitoring Services immediately where required to do so by its monitoring third party provider or subcontractor, where continuation would be unsafe or unlawful, or where You are in breach of this Agreement. You acknowledge and agree that Certis will not be liable for any loss arising from such suspension or termination.

E. SPECIFIC TERMS – PATROL & GUARDING SERVICES

1 Patrol Services

1.1 You acknowledge that Patrol Services are shared with other customers of Certis.

1.2 You agree and acknowledge that break-ins at other customer's premises, busy periods, emergencies, including accidents, floods, fires, police or other emergencies service activities and/or unforeseen circumstances may prevent or delay a patrol response or attendance at a Site.

1.3 Certis shall have no liability to You for any non-performance or delays in delivery of any Patrol Services due to these, or other Force Majeure Events, but will provide a replacement service in accordance with clause 1.4 below.

1.4 Where Certis is unable to provide a service, or complete the stated number of Site visits, due to the shared nature of Patrol Services, and/or Force Majeure Event, Certis will provide replacement Patrol Services within 14 days of the missed service or Site visit. If the replacement Patrol Service is not provided in accordance with this clause, Certis will refund the cost of the Patrol Services that were not provided.

1.5 If the security officer detects a security breach or break and enter, contact the CMS

with details of the break and enter. The CMS will contact a NC to seek instructions. Additionally, the security officer will conduct a visual check of the break and enter area, and if safe and practical to do so will: attempt to secure the crime scene; assist in ensuring potential evidence is not destroyed or compromised; await the attendance of Police and / or the NC; not leave until authorised to do so by the CMS; and take appropriate action to minimise loss and or damage as per the NC instructions and at Your cost. If the security officer or CMS is unable to obtain instructions from the NC after making reasonable attempts, and Your Site remains unsecured, the security officer will remain on site at Your cost until the earlier of Your instructions to leave the Site, or the Site becoming secured.

2 Guarding Services

2.1 If You order a guarding service, You agree to pay for a minimum of four (4) hours at Certis's standard rates regardless of whether the security officer is required for that whole period of time.

2.2 If You order a guarding service and wish to cancel that guarding service, Certis requires a minimum 4 hours' notice of cancellation. If You fail to provide a minimum of four (4) hours' notice you will be charged a cancellation fee of four (4) hours at Certis's standard rates.

F. SPECIFIC TERMS – ALARM RESPONSE SERVICES

1 Alarm Response Services

1.1 Alarm Response services are shared with other customers of Certis.

1.2 You agree and acknowledge that break ins at other customer's premises, busy periods, emergencies including accidents, floods, fires, police or other emergencies service activities and/or unforeseen circumstances may prevent or delay an Alarm Response or attendance at a Site.

1.3 Certis shall have no liability to You in respect of any non-performance or delays in delivery of

any Alarm Response services due to these, or other Force Majeure Events.

1.4 Alarm Response services are provided upon request by You or Your agent. If You request or instruct Certis to provide an Alarm Response service, and Certis provides this service, you are liable to pay Certis, regardless of whether the premises are Your premises, or Your customer's premises.

1.5 An Alarm Response requested by You may be cancelled by You or Your agent at any time up to 10 minutes after Certis has received Your request. Thereafter, Your request for an Alarm Response, or an actual Alarm Response, will be charged at the rate set out under the Quote or Service Agreement, or as amended from time to time as part of this Agreement.

1.6 Certis makes no warranty as to the time that will be taken for an Alarm Response or that an Alarm Response will prevent any loss or damage at Your Site.

1.7 If Certis conducts an Alarm Response at Your Site, then Certis's security officer will:

(a) Visually inspect all points of entry, visually inspect all glazed areas, report any observed security breaches to the NC, implement nominated after hours instructions, and provide an attendance report.

(b) If security officer holds keys for the Site, the security officer will also inspect alarmed areas as per Your Alarm Response Instructions, re-arm or re-set the alarm panel, and if instructed by the NC, arrange to re-secure the Site by placing a security officer at the Site at Your cost. Placement of a security officer will incur a cost to You of a minimum four (4) hours at Certis's standard rates, regardless of whether the security officer is required for that whole period of time.

(c) Not apprehend offenders where there is a potential safety risk or enter an area of potential risk. Where the security officer does not hold keys to the Site, they will not: enter the site; enter through secured gates; enter into areas where access cannot be gained; or re-arm the alarm system.

(d) If the security officer detects a security breach or break and enter, contact the CMS with details of the break and enter. The CMS will contact a NC to seek instructions. Additionally, the security officer will conduct a visual check of the break and enter area, and if practical will: attempt to secure the Site; assist in ensuring potential evidence is not destroyed or compromised; await the attendance of Police and / or the NC; not leave until authorised to do so by the CMS; and take appropriate action to minimise loss and /or damage as per the NC instructions and at Your cost . If the security officer or CMS is unable to obtain instructions from the NC after making reasonable attempts, and Your Site remains unsecured, the security officer will remain on Site at Your cost until the earlier of Your instructions to leave the Site, or the Site becoming secured. Placement of a security officer will incur a cost to You of a minimum four (4) hours at Certis's standard rates, regardless of whether the security officer is required for that whole period of time.

1.8 Where a smoke detector alarm System Event is received by the CMS, Certis will only contact the fire brigade if You have requested such Emergency Service Request Action.

1.9 If You need to amend any details in the Connection Form, including the NC's or the Alarm Response Instructions, You may only do so by providing Certis written notice of the amendments. Certis will action these amendments within 48 hours of receipt of Your written notice.

1.10 Certis may vary the Alarm Response Instructions selected by You under this Agreement to comply with applicable State laws and Australian Standards. You agree to be bound by any such variation. Certis will notify You in writing as soon as reasonably practicable of any such variation.

1.11 It is Your responsibility to ensure that unnecessary and/or excessive alarms which result in a System Event (**Preventable Alarms**) are prevented from occurring. Certis, acting reasonably, will make contact with You to advise of the requirement to take action to reduce

Preventable Alarms. Where You do not take any action, or the level of Preventable Alarms has not been reduced to a reasonable level (as determined by Certis), Certis may notify You of its intention to terminate the provision of Alarm Response services.

G. SPECIFIC TERMS – CASH AND ATM SERVICES

1 Cash and ATM Services

1.1 Certis is not, and accepts no liability as, a common carrier. Certis may refuse carriage of any valuables or non-cash documents at its absolute discretion.

1.2 Certis will carry out Cash and ATM Services during Normal Working Hours. Cash and ATM Services outside of these hours may be performed by Certis by agreement subject to additional Fees.

1.3 If You request Certis to perform Cash Services at particular times, Certis will use its best endeavours to supply the Cash Services at those times, but does not accept any liability for any delay.

1.4 You agree to observe the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (as amended) in relation to the Cash Services.

1.5 Access to the Site for Cash Services will be clear and unimpeded. Failure to provide such access may require Certis to abandon a Cash or ATM Service and a Fee will be payable by You.

1.6 Certis reserves the right to cancel a Cash or ATM Service for any reason.

1.7 If a Cash Service is cancelled, and this is not due to an act or omission by You, Your agents or contractors, Certis will provide a replacement service prior to the end of the billing period. If the replacement service is not provided, Certis will refund the cost of the Cash Service.

1.8 Should a Cash Service be cancelled due to the acts or omissions of You, your agents or contractors, including a failure to have cash ready for collection at the time You stipulate,

Certis will charge You the Fee for the Cash Service.

1.9 All cash supplied by You to Certis must be sealed in an electronic cash device (**ECD**). Certis will not collect cash that is not correctly sealed in an ECD. If You arrange for a Cash Service and cash is not correctly sealed in an ECD, the Fee will be payable by You.

1.10 Where You require Certis to count Your cash then this will only be performed at Certis's premises.

1.11 You agree to comply with cash collection limits as determined by Certis in its absolute discretion. Despite any other provision of this Agreement, Certis accepts no liability whatsoever for cash collected from you which is above Certis's collection limits.

LICENCES AND OTHER INFORMATION

NSW – Master Security Licence No.: 405149073

ACT – Security Licence No.: 17501742

QLD – Security Licence No.: 3158254

VIC – Security Licence No.: Z05-798-40S

VIC – Security Registration No.: Z05-798-61S

TAS – Security Licence No.: 458596293

SA – Security Licence No.: ISL 235794

WA – Security Licence No.: SA72311

NT – Security Licence No.: SFL1093

For further information about Certis please refer to:

<https://www.certisgroup.com/au/connect-with-us/>

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