

Terms & Conditions of Installation

Terms and Conditions under which LIFELIKE GROUP PTY LTD ABN: 72 630 496 874, it's subsidiaries and assigns (herein called LifeLike) sells Equipment and provides Services to, for and on behalf of customers (herein called the "Customer").

1. Dictionary and Definitions

The following definitions apply to the terms and conditions as set out below that govern the contract between *LifeLike* and the *Customer*.

In these terms and conditions, the singular includes the plural and vice versa and any reference to the masculine or neuter genders shall include the other genders and any reference to "person" or the "Customer" shall include corporation or any other legal entity.

The words "such as", "including", "particularly" and similar expressions are not used as nor are interpreted as words of limitation.

Headings are for convenience only and do not affect interpretation of this agreement.

contractor, us, we, our customer, you, your	means <i>LIFELIKE GROUP PTY LTD ABN: 72 630 496</i> , it's subsidiaries and assigns herein called " <i>LifeLike</i> "; means the natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate to whom the equipment and/or service is, are or will be sold to as named on the contract;
equipment	means the goods or equipment referred to on the: a. quote; or b. sales invoice; or c. bill of materials; or d. equipment schedules; or e. variations;
charges	means the amount shown where "Total charges" applies on the sales Tax Invoice;
agents	means natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate nominated by, representing or operating for and/or on behalf of the <i>Customer</i> including those signing purchase orders, collecting equipment, transporting equipment, accepting consignments, accepting or facilitating installations, Scope of Works, Services or Service Agreements;
Corporations Act	means the <i>Corporations Act 2001 (Cth)</i> as amended from time to time;
GST	means the goods and services tax imposed under the A New Tax System (Goods & Services Tax) Act 1999 and, unless otherwise defined in this Agreement, terms defined in that Act have the same meaning in this Agreement;
deposit	means the deposit specified in Quotation, Proposal, This Contract, Tax Invoice or Sales Agreement;
services	means the design and/or preparation and/or delivery and/or setup and/or operation and/or pack-down and/or return and/or de-prep of <i>equipment</i> ;
personnel	mean the number of <i>LifeLike</i> staff specified on the Quotation, Proposal or Sales Agreement;
project manager	means <i>LifeLike's</i> nominated employee or agent of <i>LifeLike</i> appointed to manage and administer the project on behalf of <i>LifeLike</i> ;
terms	means the payment terms specified in the Terms and Conditions of Sale and/or as agreed to between <i>LifeLike</i> and the <i>Customer</i> ;
customer order and purchase order	means the <i>Customer's</i> request for <i>Equipment</i> and/or <i>Services</i> provided verbally, in writing and/or via electronic acceptance or instruction;
finance fee	means a fee charged to the <i>Customer</i> for providing credit and trading terms and for the servicing of any outstanding or bad debts;
approvals	means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any variations or modifications to them) which may be required by law for the commencement, carrying

business day	means any day other than: a. Saturday, Sunday or public holiday; or b. 27 th , 28 th , 29 th , 30 th or 31 st December;
business hours	means the hours of 8:30am to 6:00pm AEST on any <i>business day</i> ;
after hours variation	means the hours outside of <i>business hours</i> ;
Scope of Works	means cost or quantitative changes to the project that become necessary due to certain changes, such as, but not limited to: a. changes to the delivery date and project milestones; and b. changes in costs related to personnel or other resources needed for the project; and c. technical changes; and d. change of priorities; and e. new laws and regulations; may or may not incur additional costs or credits to the <i>Customer</i> ;
claim	means the agreement on the work <i>LifeLike</i> is going to perform on the project (" works ") including, but not limited to: a. project deliverables; b. project exclusions; d. the specific installation locations of owner furnished equipment and new equipment; c. cabling and other requirements;
contract sum	includes an increase in the contract sum, for payment of money (including damages) or for an extension of time: a. under, arising out of, or in any way in connection with the Contract, including a breach of the Contract by the <i>Customer</i> or any direction of the <i>Project Manager</i> ; or b. arising out of, or in any way in connection with contract of works, the Works or either party's conduct before or during the <i>Contract</i> ; or c. otherwise at law or in equity, including by statute, in tort (including negligence) or for restitution;
date for practical completion	means: a. where the <i>Customer</i> accepted a lump sum, the lump sum; or b. where the <i>Customer</i> accepted rates, the sum of the products or services ascertained by multiplying the rates by the corresponding quantities in the schedule of rates; or c. where the <i>Customer</i> accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b), including provisional sums and maintenance fees but excluding any additions or deductions which may be required to be made under the <i>Contract</i> ;
delivery	means the date for practical completion identified in clause Error! Reference source not found. of the Formal Instrument of Agreement (Key Milestones) but if any extension of time for practical completion is directed by the <i>Customer</i> or allowed in any expert referral process or litigation, it means the date resulting therefrom;
date of practical completion	means the date when: a. the <i>Equipment</i> has been supplied at the delivery place; and b. has been inspected by the <i>Project Manager</i> and found to be consistent with the requirements of the <i>Contract</i> ;
defects	means: a. the date evidenced in a certificate of practical completion issued by the <i>Customer</i> as the date upon which practical completion was reached; or b. where another date is determined in any expert referral process or litigation as the date upon which practical completion was reached, that other date;
defects liability period	means any defect, shrinkage, fault, non-conformance or omission in the <i>Equipment</i> which is not in accordance with the <i>Contract</i> ;
dispute	has the meaning in clause Error! Reference source not found. ;
defects liability period	has the meaning in clause 30;

LIFELIKE Group Pty Ltd Terms & Conditions of Installation

progress claim	means the payment claim made at an interval as identified in the contract under clause 12;
final payment claim	means the final payment claim referred to in clause 12;
legislative requirement includes	means: a. Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where work under contract or the particular part thereof is being carried out; and b. certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction where work under contract or the particular part thereof is being carried out; and c. fees and charges payable in connection with the foregoing;
maintenance fee	means the rates for the performance of maintenance services shown in the <i>Contract Sum</i> Schedule if applicable or as otherwise negotiated;
maintenance period	means a period of time as outlined in clause 27 commencing on the day immediately after the date of the end of the practical completion;
maintenance services	means services provided in addition to the basic warranty obligations as agreed and negotiated;
Extended Services Agreement	means the performance of onsite support and other value-added services beyond that of the provided maintenance agreement service throughout the maintenance period as described in the clause, if any;
operation and maintenance manual	means such documents containing all necessary information for the proper operation and maintenance of the Equipment (under both automatic and manual control) contained in or forming part of the Equipment, supported by all necessary plant and system lay-out drawings, key diagrams of the Equipment and circuits and wiring diagrams where applicable;
practical completion	is that stage in the carrying out and completion of work under contract when: a. the Works are complete and fit for use except for minor defects: i. which do not prevent the Works from being reasonably capable of being used for their stated purpose; ii. which the Project Manager determines <i>LifeLike</i> has reasonable grounds for not promptly rectifying; and iii. the rectification of which will not prejudice the convenient use of the <i>Works</i> ; b. those tests and commissioning which are required by the <i>Contract</i> to be carried out and passed before the <i>Works</i> reach practical completion have been carried out and passed; and c. all documents, manuals and other information required under the <i>Contract</i> which, in the <i>Project Manager's</i> opinion, are required for the use, operation and maintenance of the <i>Works</i> have been supplied to the <i>Customer</i> , including the operation and maintenance manual; and d. the <i>Contractor</i> has satisfied its obligations to make good any damage or repairs, and pay compensation, in accordance with clause Error! Reference source not found. ; and e. the <i>Customer's</i> nominated staff have been adequately trained in operating the <i>Equipment</i> ;
Client-supplied documentation	means any information, data, representation, statement, email, documentation, designs, drawings or notes, (written or otherwise) supplied or made available to <i>LifeLike</i> by or on behalf of the <i>Customer</i> before or after the date of this <i>Agreement</i> ;
master contract or agreement	means the principal document, quote, proposal, contract, or other document, Terms and Conditions that the <i>Customer</i> received and agreed to prior to agreeing to these Terms and Conditions of Installation;
schedule of rates	means any schedule included in the <i>Contract</i> which, in respect of any section or item of work to be carried out, shows the rate or respective rates of payment for the execution of that work and which may also include lump sums, other sums, quantities and prices;
sub-contractor	means an individual, partnership or company contractually engaged by <i>LifeLike</i> to perform part or all of <i>LifeLike's</i> <i>Contract</i> ;
warranty	means a written guarantee, issued to the <i>Customer</i> of an article by its manufacturer, promising to repair or replace it if necessary within a specified period of time as outlined in clause 23;
non-executable condition	means any conditions, warranties and guarantees provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in the

Competition and Consumer Act 2010 (Cth) and the provisions of any State or Territory legislation which cannot be lawfully excluded.

2. The Contract: Your contract for the supply of *equipment* and installation is with *LifeLike*. Even if the installation or value-added services forms part of another type of contract between the *customer* and *LifeLike*, these terms and conditions apply and will prevail over such *contract* unless otherwise agreed between the *customer* and *LifeLike* in writing. *LifeLike* terms and conditions also cover and can be invoked by anyone *LifeLike* use or *sub-contract* to perform installation or value-added services as well as our employees, directors and agents. Only one of our authorised managers may agree to a variation of these terms and conditions in writing. When you give *LifeLike* oral or written instructions that conflict with our terms and conditions *LifeLike* shall not be bound by such instructions.

3. Your acceptance of our Terms and Conditions: By signing this agreement, by providing a purchase order, accepting delivery or by giving *LifeLike* access to the premises for work, the *Customer* accepts these terms and conditions on behalf of the *Customer*.

4. Indemnity: Terms of Indemnity are as per the terms and conditions agreed to in the *Master Contract or Agreement*;

5. Limitation of Liability: The terms of the Limitation of Liability are as per the terms and conditions agreed to in the *Master Contract or Agreement*;

6. Inclusions: Shall be as per the terms and conditions agreed to in the *Master Contract or Agreement*;

The following Terms apply In addition to those terms and conditions of the *Master Contract or Agreement*: *LifeLike* reasonably asserts that it includes the following items unless provided by others:

6.1supply of the Equipment as specified in the quote, proposal or scope of works;

6.2installation of the Equipment in accordance with the manufacturer's specifications and any applicable regulations and codes, with the exception of Equipment intended for portable use, all Equipment shall be affixed permanently into place;

6.3commissioning of the Equipment;

6.4adjustment or modification of the system/s as necessary so as to provide system performance conforming to the manufacturer's specifications and design intent;

6.5at the completion of commissioning, demonstration of the system performance in relation to each feature and function of the system/s prior to 'system handover';

7. Exclusions: Shall be as per the terms and conditions agreed to in the *Master Contract or Agreement*;

The following items are in addition to the terms and conditions of the *Master Contract or Agreement* and are specifically excluded from the project unless otherwise specifically stated as 'included' in the quote and/or proposal document. Accordingly, coordination in relation to these items will be required prior to commencement of the project:

7.1Electrical Works, including; a. Provision of LAN 'Data' and Fibre Optic cabling and associated reticulation and termination; b. Provision of power points and cabling; c. Provision of television antenna signal (MATV) to Equipment (if required); d. provision of cut-outs, penetrations, chases and perforations to ceiling and walls (if required);

7.2X-Rays and/or other penetrating slab or penetration scans;

7.3provision of formed and trimmed access panels and/or Equipment housings in walls, ceilings and furniture (if required);

7.4System racks and hardware;

7.5site inductions for any period greater than 15 minutes;

7.6special site training, access applications and onsite permits;

7.7Wall or floor chasing;

7.8Custom design and specialist services;

7.9Disposal of waste including but not limited to: a. e-waste and other decommissioned Equipment; b. Equipment packaging; c. building waste;

7.10Remediation works including but not limited to: a. Plastering; b. Sanding; d. Painting; e. Asbestos and/or Asbestos removal;

7.11Programming;

7.12Travel;

7.13Accommodation;

7.14Parking;

7.15Any other products and/or services not specifically listed on the proposal or quotation including but not limited to: a. system design; b. provision of all necessary signal cabling and associated cable management; c. as-built: at 'handover', provision of all operation manuals and 'as-built' documentation including customised operation manuals; d. project management, administration and coordination as reasonably required; e. LifeLike shall allow to coordinate and cooperate with the Customer and other trades (if applicable) to ensure satisfactory work progress.

LIFELIKE Group Pty Ltd Terms & Conditions of Installation

Where these items have not been specifically quoted or included in *LifeLike's* proposal, your sales or project manager will be happy to assist you with providing a variation to cover any additional items above.

8. Sub-Contracting: You agree that *LifeLike* may subcontract the whole or any part of the contract of works or of value-added services on any terms and conditions *LifeLike* determines.

Note: There shall be no additional charge to the customer for sub-contracting.

9. Delivery: Terms of Delivery Shall be as per the terms and conditions agreed to in the *Master Contract or Agreement*;

10. Risk: Terms of Risk Shall be as per the terms and conditions provided and agreed to in the *Master Contract or Agreement*;

6Prices: Terms of Prices and Pricing Shall be as per the terms and conditions agreed to in the *Master Contract or Agreement*;

11. Payment: The Customer shall be liable for the total cost of the contract or agreement, including any variations, as per the terms and conditions agreed to in the *Master Contract or Agreement*;

12. Payment Terms: The Customer shall pay all fees, charges and variances in accordance with the terms and conditions agreed to in the *Master Contract or Agreement*;

13. Retentions, Bonds and Guarantees:

13.1No Retentions apply to this contract or these works;

13.2No Bonds apply to this contract or these works;

13.3No Guarantees apply to this contract or these works.

14. Termination of Contract: *LifeLike* may terminate the Contract as per the terms and conditions agreed to in the *Master Contract or Agreement*;

15. Preservation of Title: Property of the Equipment shall remain the sole and absolute property of *LifeLike* as per the terms and conditions agreed to in the *Master Contract or Agreement*;

16. Customer Obligations: shall be as per the terms and conditions agreed to in the Master Contract or Agreement;

The following terms apply in addition to those terms and conditions agreed to in the *Master Contract or Agreement*: The Customer warrant, represent and guarantee to *LifeLike* that:

16.1the site of the installation is safe to work in terms of compliance with relevant State and Federal Acts and Guidelines;

16.2will make available the site for installation to *LifeLike* free and unincumbered including buildings and rooms in which work is to be conducted, electrical cupboards and all ceiling and floor access;

16.3the site will be made available to *LifeLike* as a safe working environment with all work areas clean and dust free to the reasonable satisfaction of *LifeLike*;

16.4 will provide adequate, safe equipment storage for tools and equipment;

16.5 will provide on-site parking unless otherwise pre-arranged at the time of quoting;

16.6 the site of the installation is free of asbestos and other hazardous materials and gasses.

16.7 at no point will *LifeLike* be responsible for any costs due to the discovery of Asbestos, or suspected Asbestos products, its removal, or for lost income or failure to meet;

16.8 any delays as a result of discover in Asbestos will be deemed a delay or disruption to work;

16.9 all smoke detectors and fire alarms have been isolated prior commencement of work each day;

16.10 shall reactivate fire alarms at the end of each day;

In the event of any incident, *LifeLike* bears no responsibility or obligation to the Customer or any party as a result of the Customer failing to isolate or reactivate the smoke detectors and fire alarms.

17. Hours of Work: The Hours of work shall be as per the terms and conditions agreed to in the Master Contract or Agreement; and/or as per the hours quoted in the Scope of Works document.

Note: Additional fees for works during these hours may apply and shall be charged as a variation upon requirement for work conducted outside of business hours.

18. Applications: Any authorities, development applications, certifications and the like shall be undertaken by the Customer.

Finance: The Terms of Finance are as per the terms and conditions agreed to in the *Master Contract or Agreement*;

19. Client-supplied documentation: All Client-supplied documentation is assumed to be current and correct. *LifeLike* will take all care but accepts no responsibility for improperly labelled, out of date drawings, new or un-documented wiring, plumbing or other services if:

19.1the Customer fails to provide clear site and wiring diagrams for new and existing and installations, *LifeLike* accepts no responsibility for any damage to any cable, pipework or system; and

19.2at the time of accepting the scope of installation, the Customer failed to provide to *LifeLike* any site specific requirements, access restrictions or inductions; and

19.3failure to do so may incur charges for delays, inductions, and expenses accrued as a variation to the Customer;

20. Variations: Any alterations must be noted prior to commencement of work.

Variations may be applied where any of the following result in a change in the cost of undertaking the works*:

20.1any changes to equipment and/or the design;

20.2any unforeseen circumstances;

20.3any delays, impediments of work including temporary or extended disruptions to work;

20.4any site induction, site-specific training expenses and third party record and qualification systems;

20.5any cost of compliance with site specific conditions or record keeping systems;

20.6additional travel incurred for any reason;

20.7parking and tolls;

20.8height access;

20.9living away from home allowances and/or meal expenses;

20.10accommodation and excessive accommodation expenses;

20.11any failure to identify *LifeLike* or any site-specific access terms or conditions.

**This list is not an exhaustive*

Note: a variation may be charged for any alterations made prior to or after commencing work.

21. Claims Brought by Third Parties: The Customer undertakes to *LifeLike* that you shall not permit any other person who has an interest in the works to bring a claim or action against *LifeLike* even though *LifeLike* may have been negligent or in default and if a claim or action is made you will indemnify *LifeLike* against all loss, damages and other consequences of the claim or action and the costs and expenses *LifeLike* incur in defending it.

22. Cancellation: Contracts may be cancelled or rescheduled in accordance with the terms and conditions agreed to in the *Master Contract or Agreement*;

23. Warranty: All warranties are offered in accordance with the terms and conditions agreed to in the *Master Contract or Agreement*; and as per the *Warranty Agreement Document* available at:

<https://www.lifelikegroup.com.au/terms-conditions>

To make a warranty claim, please complete the document and supply all of the required information at: <https://forms.office.com/r/Xj54TRXmVq>

24. Repairs: Are offered in accordance with the terms and conditions agreed to in the *Master Contract or Agreement*; and as per the *Value Added Services Agreement Document* available at: <https://www.lifelikegroup.com.au/terms-conditions>

To request a repair, please complete the document and supply all of the required information at: <https://forms.office.com/r/Xj54TRXmVq>

25. Authorised Returns: Authorisation for Warranty, Repairs and all other forms of returns are offered in accordance with the terms and conditions agreed to in the *Master Contract or Agreement*;

26. Hires, Rentals & Loans: Where any Hire, Rental or Loan applies, *LifeLike's* Terms and Conditions of Hire are applicable. These Terms and Conditions can be found at: <https://www.lifelikegroup.com.au/terms-conditions>

27. Service and Maintenance Agreements: Where a service agreement and/or maintenance agreement have included as part of these works, *LifeLike's* "Terms and Conditions of Value Added Service's" applies. These Terms and Conditions can be found at: <https://www.lifelikegroup.com.au/terms-conditions>

28. Claims & Dispute Resolution: All Claims and Disputes shall be subject to the terms and conditions and processes agreed to in the *Master Contract or Agreement*;

29. Design & Documentation Services:

29.1Where the Customer has engaged *LifeLike* to design a solution, the Customer agrees that the Services and the work product of *LifeLike's* Designer are sold "as is."

29.2In all circumstances, the maximum liability of *LifeLike*, its Directors, Officers, Employees, Design Agents and Affiliates ("Designer Parties"), to the Customer for damages for any and all causes whatsoever, and the Customer's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of the design portion of the project.

29.3In no event shall Design Parties be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Design Party, even if a Design Party has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy;

29.4Unless otherwise included on a Quotation or expressly notes as "Included" on a Proposal, no designs, drawings, documentation, cable schedules, comprehensive manuals or otherwise shall be provided as part of the design or

LIFELIKE Group Pty Ltd Terms & Conditions of Installation

handover process and any such service shall be deemed to have not been paid nor provided.

29.5 Errors & Omissions shall be Excepted (E&OE)

30. Defects

30.1 Except as required under any law, all implied warranties and conditions are excluded and limited as per the terms and conditions of the Master Contract or Agreement;

30.2 The *defects liability* period shall be for the period of 3 months from the date of practical completion;

30.3 *LifeLike's* maximum liability is limited as per clause **Error! Reference source not found.** and the terms and conditions agreed to in the *Master Contract or Agreement*;

30.4 The defects for supply and installation must be notified by the *Customer* to *LifeLike* within 5 days of completion.

31. Confidentiality & Intellectual Property:

The Title to all documents, data, written information, ideas and proprietary information furnished to the *Customer* by *LifeLike* prior to, during and after the performance of this Quotation, Sale and any Agreement shall remain exclusively with *LifeLike* and are covered under Australian Copyright Law and Australian Intellectual Property Law.

The *Customer* Agrees:

31.1 *LifeLike* provides all documents, data, written information, ideas and proprietary information including those provided in written, verbal or electronic means under license, solely for the performance of this Agreement and any activities directly related thereto;

31.2 not to divulge any documents, data, or written information, ideas and proprietary information that it receives from *LifeLike*, in part or whole by any means except to the extent required by law;

31.3 shall protect all such documents, written information, ideas and proprietary information;

31.4 to pay *LifeLike* any and all fees associated with the design and development of all documents, data, written information, ideas, proprietary information and resources at *LifeLike's* current design and service rates. The provisions of clause 31. shall survive the completion of performance of Design and/or Services under this Agreement and shall remain in full force and effect until said documents, data, and written information become part of the public domain; provided, however that the *Customer* shall be entitled to destroy documents, data, and written information received from *LifeLike*, or to return such documents, data, or written information to the other Party, at any time.

32. Severability: If any of the terms and conditions hereof shall to any extent be invalid or unenforceable, the remainder of these the Terms and Conditions, or the application of such the terms and provisions to persons or circumstances other than those as to which it is held unenforceable shall not be affected thereby.

33. Applicable Law: Save as provided by any compulsory application of a convention, disputes arising from or related to this Contract and these terms and conditions, shall be subject to and governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.

34. Privacy: *LifeLike* collects, uses and discloses the *Customer* personal information in accordance with the terms of our Privacy Policy, which is available on *LifeLike's* web page at <https://www.lifelikegroup.com.au/terms-conditions> or from *LifeLike* upon request.

LifeLike reserves the right to amend the Privacy policy from time to time without notice.

35. Entire Agreement: These terms and conditions, all other terms and conditions and all policies referred to in these terms and conditions and such other policies notified to the *Customer* from time to time constitutes the entire agreement of the parties about its subject matter and any other agreements, understandings and negotiations on that subject matter (whether oral or in writing) will, unless specifically agreed to by *LifeLike's* Director, in writing, have no effect.

LifeLike reserves the right to amend its standard terms and conditions from time to time, however, such amendments do not apply to the *Customer* to the extent of this agreement, except to the extent that the *Customer* approves such amendments in writing.

For Further Information:

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