

*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 Contract.

**contractor, us, we, our customer, you, your** means *LIFELIKE GROUP PTY LTD ABN: 72 630 496*, it's subsidiaries and assigns herein called "*LifeLike*"; 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 *Customer* 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 *Corporations Act 2001 (Cth)* 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 installation; of *equipment* (note this list is not exhaustive)

**personnel** means *LifeLike* staff as specified on the Quotation, Proposal or Sales Agreement;

**project manager** means *LifeLike*'s nominated employee or agent of *LifeLike* appointed to manage and administer the project on behalf of *LifeLike*;

**terms** means the payment terms specified in the Terms and Conditions of Sale and/or as agreed to between *LifeLike* and the *Customer*;

**customer order and purchase order** means the *Customer*'s request for *Equipment* and/or *Services* provided verbally, in writing and/or via electronic acceptance or instruction;

**finance fee** means a fee charged to the *Customer* for providing credit and trading terms and for the servicing of any outstanding or bad debts;

**business day** means any day other than: a. Saturday, Sunday or public holiday; or b. 27<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> December;

**business hours** means the hours of 8:30am to 6:00pm AEST on any *business day*;

**after hours**

**Scope of Works**

means the hours outside of *business hours*;

means the agreement on the work *LifeLike* is going to perform on the project ("**works**") including, but not limited to: a. project deliverables; b. project exclusions; c. the specific installation locations of owner furnished equipment and new equipment; d. cabling and other requirements;

**delivery**

means the date when: a. the *Equipment* has been supplied at the delivery place; and b. has been inspected by the Project Manager and found to be consistent with the requirements of the *Contract*;

**sub-contractor**

means an individual, partnership or company contractually engaged by *LifeLike* to perform part or all of *LifeLike*'s *Contract*;

**warranty**

means a written guarantee, issued to the *Customer* of an article by its manufacturer, promising to repair or replace it if necessary within a specified period of time as outlined in clause 24;

**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*, installation and value-added services 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. These *Terms & Conditions* are not Exhaustive and refer to additional terms and conditions located on *LifeLike*'s website also cover and can be invoked by anyone *LifeLike* at <https://www.lifelikegroup.com.au/terms-conditions>.

**3. Your acceptance of our Terms and Conditions**

By signing this quotation, proposal or 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:** The *Customer* agrees to indemnify *LifeLike* and hold *LifeLike* harmless from any loss, liabilities and damages *LifeLike* may suffer or any costs, damages or expenses, including legal costs, *LifeLike* incur either to you or to anyone else arising out of you being in breach of any of *your* obligations, warranties, representations and guarantees set out in these terms and conditions, even if *LifeLike* inadvertently accept a shipment that contravenes any of *your* obligations.

**5. Limitation of Liability:** In no event shall *LifeLike* be liable to the *Customer* for incidental or consequential damages (including loss of profits) of any nature arising out of or related to the supply, design, manufacture, installation or service or the performance or use of any *Equipment*. In the event that *LifeLike* are liable for a breach of warranty or condition implied by law and not capable of exclusion by agreement, *LifeLike*'s liability shall be limited to the total price received from the *Customer* for the relevant portion of the contract; where *Equipment* are affected, only that proportion of the specifically identified and directly related *Equipment*; or where services are affected, only that proportion of the specifically identified and directly related services; or the minimum level possible under that law, whichever is the lesser amount. Subject to any other condition in these terms and conditions which limits liability, our maximum liability for all purposes in connection with the value-added services is limited to the total amount of payments received by *LifeLike* from you in relation to the consignment before a claim arises (less any amounts paid by *LifeLike* under this condition in respect of all or part of that period). To the extent permitted by law, *LifeLike* exclude all 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.

**6. Inclusions:** *LifeLike* reasonably asserts that it includes all equipment and services as specifically included on the quote or proposal document.

**7. Exclusions:**

7.1 The following items are specifically excluded from the contract unless otherwise specifically stated as 'included' in the quote and/or proposal document. a. Electrical Works; b. Penetrations; c. X-Rays and/or other penetrating slab or penetration scans; d. provision of formed and trimmed access panels and/or *Equipment* housings in walls, ceilings and furniture (if required); e. System racks and hardware; f. site inductions for any period greater than 15 minutes; g. special site training, access applications and onsite permits; h. Wall or floor chasing; i. Custom design and specialist services; j. Disposal of waste; k. Remediation works; l. Asbestos and/or Asbestos removal; m. Programming; n. Travel; o. Accommodation; p. Parking; q. Any other products and/or services not specifically listed on the proposal or quotation.

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.

7.2 *LifeLike* will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity, loss of deterioration, loss of business, or goodwill, loss of value or use of intellectual property or other proprietary rights even if *LifeLike* had knowledge that such damages or loss might arise or for any other indirect, incidental, special or consequential damages or loss howsoever arising including without limitation our breach of contract, negligence, wilful act or omission or default.

7.3 *LifeLike* are not liable if *LifeLike* do not fulfil any obligations towards you at all as a result of circumstances beyond our control such as (but not limited to): a. acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost; b. force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions; c. national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery; d. latent defects or inherent vice in the contents of the shipment; e. criminal acts of third parties such as theft and arson.

**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:**

9.1. *LifeLike* will make all reasonable efforts to have the *equipment* delivered to the *Customer* on the date agreed between the parties, but *LifeLike* shall not be liable for any failure to deliver or delay in delivery for any reason; the *Customer* undertakes to carefully inspect the *equipment* upon delivery and to notify

9.2. *LifeLike* if there is any visible damage or shortage. No claim against *LifeLike* shall be recognised for visible damage or shortage if *equipment* is accepted by the *Customer* without identifying the visible damage or shortage on the consignment note (CON Note) prior to signing for the items. In addition, *LifeLike* must be notified of this claim within 7 days of receipt of *equipment*;

9.3. where the *Customer* arranges its own carrier, they shall be responsible for all freight, insurance and other costs associated with the carriage;

9.4. where *LifeLike* arranges carriage, all freight, insurance and other costs shall be to the account of the *Customer*;

unless specified on the quote or Tax Invoice, or paid for by the *Customer*, no warranty or insurances are provided;

9.5. where *LifeLike* acts as a carrier of equipment, for and/or on behalf of the *Customer* and/or offers other value-added services including, but not limited to the transportation, storage, installation of such *equipment*, the *Customer* agrees to and accepts *LifeLike's* 'Terms and Conditions of Carriage for 'Equipment In Transit' available at <https://www.lifelikegroup.com.au/terms-conditions>

**10. Risk:** Unless otherwise agreed in writing, all risk in and to the *equipment* purchased shall pass to the *Customer* upon the *equipment* being collected from *LifeLike's* premises or its Suppliers premises, including when *LifeLike* is transporting the *equipment* on behalf of the *Customer*.

**11. Prices:** All prices quoted or otherwise provided are in Australian dollars and are exclusive of GST unless otherwise specified and shall be subject to revision based on exchange rate fluctuations after the date of this agreement, product availability, Errors and Omissions.

**12. Payment:** The *Customer*: a. shall be liable for the total cost of the contract irrespective of any agreements made between them and any other parties regarding contributions; b. shall not withhold any monies owing to *LifeLike* as retentions or default, alleged default or other reason; c. subject to clause 13, pay for all *equipment* and services before delivery; d. agree to pay the any credit card commission and associated merchant and processing fees in addition to the total contract fee and any variations;

Where *LifeLike* and the *Customer* agree on and maintain a credit arrangement, the customer agrees to pay in accordance with the terms of the credit agreement and/or as specified on the quote, Tax Invoice and/or proposal document.

Where the *Customer* fails to meet their obligations to pay any Tax Invoice, Progress Payment or Claims within the Payment Terms, the *Customer* shall be agrees to pay *LifeLike*: a. interest on overdue invoices at a rate 15; and b. a monthly account maintenance charge of \$50 to any outstanding debt.

**13. Payment Terms:** Payment Terms for this sale shall be due 100% up front or be due within 7 days of invoice.

**14. Retentions, Bonds and Guarantees:** No Retentions, bonds or Guarantees apply to *LifeLike* under any circumstances

**15. Default:** If the *Customer* becomes insolvent, proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors a receiver, manager liquidator or similar person, company, trust, legal entity or otherwise appointed in respect of the *Customer* or any of the *Customer's* assets *LifeLike* can demand immediate payment of any or all amounts owed even if they are not currently due for payment if the *Customer* becomes insolvent; the *Customer* will be responsible for any debt collection costs; *LifeLike* may List the Debt with Credit Reporting Bodies including: Equifax, illion (Dun & Bradstreet) and Ecprian; *LifeLike* shall retain title of equipment and/or goods as per the terms of this contract.

**16. Termination of Contract or Agreement:** *LifeLike* may terminate the *Contract* immediately and cease the Services and/or remove any and all *Equipment* associated with this *contract* from the location at any time if the *Customer* is in breach of these terms and conditions and fails to remedy the breach within 14 days of being given written notice by *LifeLike* requiring them to do so, or if the *Customer* take any steps, or of any action is started which, in our reasonable opinion suggests that the *Customer* solvency is in doubt;

**17. Preservation of Title:** Property of the *Equipment* shall remain the sole and absolute property of *LifeLike* as legal and equitable owner until the purchase price for all *equipment* and/or services and variations in full is received by *LifeLike* from the *Customer*; prior to payment of the purchase price in full, the *Customer* shall: a. hold the *Equipment* as bailee for *LifeLike*; In the event of the *Equipment* whether in the same or a modified form being disposed of prior to the payment of the purchase price in full, any amount received by the *Customer* shall be held in trust by the *Customer* for *LifeLike*; irrevocably authorises *LifeLike* to repossess any equipment supplied by *LifeLike* to The *Customer*, without any notice where provisions of clause 15 or clause 16 apply; c. releases and indemnifies *LifeLike*, its Agents, subsidiaries and representatives from all claims for loss or damage caused by *LifeLike* or its Agents, subsidiaries or representatives in enforcing or attempting to enforce its rights under clause 17

Excess materials remain the property of *LifeLike* and will be removed from the site at the completion of work.

**18. Customer Obligations:** Where installation works are included, please refer to the Terms and Conditions of Installation available at:

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

**19. Hours of Work:** Unless otherwise specifically stated, all sitework shall be performed during business hours; at our discretion, *LifeLike* shall work outside of business hours as arranged with the *Customer*. Note: this may attract additional fees.

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

**21. Finance:** The *Customer* agrees to pay *LifeLike* all finance fees and expenses as noted in Fees Payable as outlined in clause 22 where: a. *LifeLike* and the *Customer* enter into any finance agreement; and/or b. *LifeLike* incurs any finance costs associated with the project and/or c. the *Customer* requires specific 'retentions', 'performance bonds' and/or 'bank guarantees'; and/or d. the *Customer* defaults in any invoice, in part or in whole; and/or e. the *Customer* fails to pay any invoice in accordance with the Payment Terms in part or in whole;

**22. Fees Payable: Include but are not limited to:** a. interest on overdue invoices at a rate 3% above the Commonwealth Bank Business Overdraft Indicator Lending Rate; and b. monthly account maintenance charge of \$50 to any outstanding debt; and c. Dishonor fee where any direct debit arrangement has been made; and d. any and all debt collection costs; and e. any and all finance charges associated with any retentions or withholdings by the *Customer*; and f. any and all costs associated with obtaining and maintaining any line of credit or guarantee requested by the *Customer*;

**23. Cancellation:** Orders and Contracts may be cancelled or rescheduled to ninety (90) days before the scheduled commencement or shipment date. All cancellations or rescheduling shall be subject to the payment of any fees incurred including design, drawings, consultation, contract fees, installation preparation, programming or commissioning where *LifeLike* has incurred any costs; Any cancellation or rescheduling occurring in less than ninety (90) days prior to the scheduled shipment date will be subject to: a. cancellation/rescheduling charge equal to 40% of the quote, proposal or invoice value; b. where a custom manufactured or specialist product has been

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ordered, all fees associated with design, manufacture and supply of those ordered equipment and any applicable cancellation fees shall apply up to the full value of the design and supply of the *equipment*; c. additional fees apply to any cancellation where *LifeLike* has incurred any costs and/or is not reasonably able to reschedule its Agents, subsidiaries or assigns; d. All labour bookings require a minimum of seven (7) days' notice for change or cancellation. Any cancellations within (7) days hours will be charged at 100% of the agreed time and rate. Additional fees will apply for time and distance travelled. e. In the instance of a service call out, once a technician has left our offices, a fee no less than the minimum service call out shall be charged. Additional fees will apply for time and distance travelled; f. all equipment or labour expenses incurred pertaining to any cancelled bookings shall be charged to the *Customer* at cost +11%.

**24. Warranty:** It is important to understand the type of equipment you are purchasing as the terms of warranty vary depending upon the type of *equipment* and their status as outlined below.

For the vast majority of *equipment*, LifeLike offers a "Supplier Warranty" and Nothing under this clause affects the *Customer's* rights under the Australian Consumer Law where applicable.

For full terms and conditions of commercial warranties, please request details prior to purchasing.

**24.1. Commercial Equipment:** Some commercial *equipment* is supplied with a 'Commercial Warranty' which may be different to that of a 'Consumer Warranty.' The terms and conditions of these warranties varies on a per manufacturer basis, and its important to consider that regular 'Consumer Law' may not apply in 'Commercial Sales' and Commercial use Situations.'

**24.2. Consumer Equipment:** sold and/or utilised in a Commercial Environment

Some *equipment* offered as part of this contract may be provided with a 'Consumer Warranty' which may be void or varied by its terms and conditions when installed and/or utilised in a 'Commercial Environment.' Such use may be determined as 'inappropriate' under the *equipment's* design, recommended or intended use.

**24.3. Consumer Equipment:** in a 'Consumer' Environment  
Where equipment is deemed 'Consumer Equipment' and is sold to a consumer and it is utilised in a consumer environment, where *LifeLike* are not the actual or deemed manufacturer of the *Equipment* under the Australian Consumer Law, then the warranty of the actual manufacturer of the *Equipment* is the only warranty given to the *Customer* in respect of the *equipment* sold. LifeLike offers a "Supplier Warranty" Nothing under this clause affects the *Customer's* rights under the Australian Consumer Law. The benefits to the *Customer* under the Supplier Warranty are in addition to the rights and remedies under any Consumer Guarantees under the Australian Consumer Law.

For full details of LifeLike's Warranty Terms & Conditions, please refer to the document located on LifeLike's webpage as noted at the bottom of this document.

**25. Authorised Returns:** The *Customer* shall not return any LifeLike Product for credit, exchange, warranty or otherwise without the prior issuance by LifeLike on a LifeLike Return Authorisation Form, or Warranty Return Authorisation Form and shall be subject to the following terms: a. a returned item fee of 30% of the invoice total shall apply to all items that are returned to LifeLike in their original and unopened packaging; b. **such equipment are subject to inspection before acceptance as "returned equipment"**; c. Special Order and Custom Manufactured Items are not accepted for return. In order to return goods, the *Customer* must: a. complete the Customer Return Request Form available at: <https://forms.office.com/r/Xi54TRXmVg>; and/or contact LifeLike by writing to us at PO BOX 421, RYDE NSW 1680, or emailing [info@lifelike.com.au](mailto:info@lifelike.com.au) to request a return; b. upon acceptance of return, return to the place of purchase and/or to the address, provided on the Return Authorisation, issued by LifeLike; c. provide LifeLike with all information requested in respect of the claim; d. provide LifeLike with a Tax Invoice proving the goods were sold to the original Customer by LifeLike showing the purchase date and a valid Tax Invoice number.

**26. Hires, Rentals & Loans:** In addition to these terms and conditions, any and all equipment and transactions relating to equipment hires, leases or loans of equipment (here in known as 'Hire') from LifeLike, shall be subject to LifeLike's 'Terms and Conditions of Hire.' A full copy of these Terms and Conditions, are available on LifeLike's Hire Agreement and at: <https://www.lifelikegroup.com.au/terms-conditions>.

**27. Service and Maintenance Agreements:** Where a service of equipment, service agreement and/or maintenance agreement have included as part of this quote, proposal or Tax Invoice, the *Customer* agrees to: a. the minimum terms of notice for the postponement and cancellation of services as outlined in clause 23; and b. LifeLike's full terms and conditions of 'Value Added Services' which is available at: <https://www.lifelikegroup.com.au/terms-conditions>.

Note: failing to provide notice pursuant to section 23.a; the *Customer* agrees to pay all losses incurred by LifeLike with respect to lost time and wages at the applicable service rate.

### **28. Claims & Dispute Resolution:**

**28.1.** The *Customer* warrants to LifeLike that you and your insurers or any other third party having an interest in the supply, installation and operation shall have waived any rights, remedies or relief to which they might become entitled by subrogation or otherwise against LifeLike.

**28.2.** Subject to any law, regulation or convention which compulsorily applies and which LifeLike are unable to contract out of (irrespective of whether or not LifeLike have attempted to contract out of such law, regulation or convention), your right to claim damages against LifeLike shall be extinguished unless you comply with the claims procedure under this condition 28.

If you believe LifeLike are liable to you, you must: immediately contact LIFELIKE; and send written notice of your claim (Claim **Notice**) to LifeLike within 14 days of the date that the cause of action giving rise to the claim arose (Notice **Period**).

**28.3.** You will remain liable to pay all amounts LifeLike charge you in respect of the carriage of the shipment and value added services, notwithstanding any Claim Notice.

**28.4.** If LifeLike do not receive a Claim Notice from you within the Notice Period, LIFELIKE will have no liability to you in respect of such claim.

**28.5.** Even if you serve a Claim Notice on LifeLike within the Notice Period, LifeLike will have no liability to you in respect of such claim unless you commence legal proceedings against LifeLike within 3 months of delivery of the shipment or where the shipment is undelivered, the date for delivery of the shipment requested by you in the applicable consignment note.

Any Claims or Disputes will be conducted in accordance with LifeLike's 'Terms & Conditions of Claims & Disputes' document available at:

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

**29. 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, Project, Contract and any Agreement shall remain exclusively with LifeLike and are covered under Australian Copyright Law and Australian Intellectual Property Law. The provisions of clause 25. 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.

**30. 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.

**31. 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.

**32. Privacy:** LifeLike will collect, use and disclose 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.

**33. 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 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:**

Write to: LifeLike Group Pty Ltd

PO BOX 421, RYDE NSW 1680

Phone: 02 8880 6766

Email: [info@lifelike.com.au](mailto:info@lifelike.com.au)

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