

NSR GENERAL TERMS AND CONDITIONS

Definitions

1. In this document the following definitions apply.
 - (a) The "Company" shall mean "Northex Australia Pty Ltd ACN 120 074 768 Trading As NSR Security" shall mean its subsidiary/ies and related companies as defined in the *Corporations Act 2001* (Cth) and their and each of their servants or agents, hereinafter referred to as the "Company".
 - (b) "CIT" shall mean services relating to cash in transit.
 - (c) "Cost of Services" shall mean any costs charged on by the "Company" to the "Customer".
 - (d) "Customer" shall mean any person, firm, corporation, government, semi-government or local government department or authority, its successor/s, assignee/s, trustee/s, administrator/s or liquidator/s, to whom or to which "Goods and Services" are sold by the "Company".
 - (e) "Escort Services" shall mean services relating to escorting of any person or thing.
 - (f) "Goods and Services" means any services or products produced, provided, supplied and/or sold to the "Customer" by the "Company".
 - (g) "Indemnity" whenever it is herein provided that the "Customer" shall indemnify the "Company", then the indemnity to be provided shall be a full and complete indemnity from and against liability in respect of all claims, demands, action, suits, proceeds and costs.
 - (h) "Mobile Patrol" shall mean services relating to mobile patrol activities.
 - (i) "Public Holiday Surcharge" shall mean any surcharge charged on a Public Holiday by the "Company" to the "Customer".

Credit Terms

2. Payment of all accounts shall be made on or before 14 days from the date of invoice (7 days if being paid by direct debit) unless prior written arrangements have been made with the "Company".
3. The "Company" may at any time without notice, terminate or suspend the "Customer's" right to purchase or acquire "Goods and Services" from the "Company" on credit and the "Company" shall not be liable for any damages, costs, penalties or charges incurred by the "Customer" as a result of the non-supply of "Goods and Services" or services by the "Company".
4. All invoices shall immediately become due and payable in the event of default on payment by the "Customer" of any invoice or account, regardless of whether or not some invoices may not otherwise have become due for payment.
5. If the "Customer" is a tenant in a premises where these "Goods and Services" are being paid for by a body corporate, property manager or other entity, please note that any payment related clauses in this document do not apply to you (unless you have authorised the "Company" to provide additional services outside the normal scope of works for your site), however all other clauses apply.
6. Any amount that remains unpaid for 14 days from the date of invoice shall incur interest at the rate of \$15.00 or 2.5% (whichever ever charge is the greater) per month or part thereof as an administration charge. The "Customer" agrees that that this is a fair and reasonable charge and is directly relevant to the likely damage that the "Company" might suffer as a result of non payment by the "Customer". Interest of 2.5% will be calculated on all outstanding amounts from the date of issue of the invoice.
7. Any unpaid amounts that may from time to time be overdue and any interest charged shall be recoverable forthwith from the "Customer" as a liquidated debt.
8. Credit card payments (Visa and MasterCard) may incur a credit card surcharge.
9. Payment shall be made by the "Customer" to the "Company" without any set off or deduction against any other amount whatsoever.
10. The "Customer" hereby gives the "Company" authority to make enquiries as to the credit and financial responsibilities of the "Customer" and/or the Directors and/or Shareholders in order to suitably qualify the "Customer's" capacity to incur debt and repay any amounts to the "Company". These enquiries shall include but not be limited to obtaining reports from credit reporting agencies and references from current and/or past providers of credit to the "Customer".
11. In the event of default on payment by the "Customer", the "Customer" will be liable for all losses, liabilities, costs and expenses (including but not limited to debt recovery and legal expenses, including commission charged by debt recovery agents and solicitor's costs) on a full indemnity basis or on a solicitor and own "Customer" basis whichever is the higher, incurred by the "Company" seeking to recover the default amount.
12. The "Customer" hereby charges its interest in any and all land registered in its name as security for payment of monies it

- owes the "Company".
13. In accordance with s.18E(8)(c) of the Privacy Act 1988, the "Customer" acknowledges that the "Company" has informed that certain items of personal information about the "Customer" contained in/or relating to the "Customer's" Application for Credit and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. Furthermore, the "Customer" agrees, in accordance with s.18H(3), s.18K(1)(b), s.18K(1)(c), s.18K(1)(h) and s.18N(1)(b) of the Privacy Act 1988 that use by the "Company" of the relevant information referred to in those sections may occur for the purpose of assessing the "Customer's" credit application.
14. In addition to the Credit Terms, the "Customer" agrees to make payment for any additional services which are provided to the "Customer" at an additional cost. These services may include (but are not limited to) logger reports and the Public Holiday Surcharge. These services will only be provided after a verbal or written request from the "Customer" has been received (except for Clause 16).
15. If the "Customer" makes payment by direct debit, a direct debit request form must be completed. The "Company" will deduct the invoice amount from the "Customer's" nominated bank account or credit card seven (7) days from the date of the invoice. If that day falls on a weekend or public holiday, the payment may be deducted on the closest business day. If suitable funds are not available, or if the "Customer" provides incorrect banking details, the "Customer" may be liable for dishonour fees incurred by the "Company".
16. The "Customer" agrees that the "Public Holiday Surcharge" is added to the Cost of Services for each public holiday where patrol or escort services are provided to the Customer. This charge is automatically added for each public holiday within an invoice period, unless the "Customer" requests in writing that the services are not provided on that day. This request must be received by the "Company" at least twenty-four (24) hours before the public holiday.
17. The "Company" may send invoices to a "Customer" with calculations made on a pro-rata basis, where services have only been provided for a part-month.
18. Mobile Patrol and Escort service costs may be invoiced by the "Company" to the "Customer" on a weekly basis. Where this is the case, invoices are issued with the weekly rate multiplied by the number of Tuesdays in that month. These services are costed at maximum timeframes of 1.5 minutes per check for External ("EX") patrols, 3.5 minutes per check for Intermediate ("IM") patrols, 5.5 minutes for Internal ("INT") patrols, and 15 minutes for Escorts. Any additional time continually required for these checks may require that the services be re-quoted, unless such additional time has already been factored into the pricing for that premises.

Jurisdiction

19. This contract is deemed to have been entered into in the State of Queensland. Any legal action arising out of, or in respect of the contract and/or the interpretation thereof shall be brought only in the State of Queensland. The parties further agree to issue any proceedings in the Brisbane registry of the appropriate Court having monetary jurisdiction over the matter.

Compliance

20. During the period of purchase, the "Customer" shall observe, comply and indemnify the "Company" from and against all claims for loss, damage, death or injury arising from any failure so to observe and comply with all Acts, Ordinances, Regulations, By Laws and Proclamations and the requirements of any statutory, local or other authority, and all rules and requirements of the owner of any property in, on or about or by way of sale to third party by which the "Goods and Services" is used in relation to.
21. This purchase agreement is not bound by the following legislation and the "Customer" agrees that the following do not apply to this purchase agreement and are exceptions to each legislation except where applicable:
 - (a) *Competition and Consumer Act 2010*;
 - (b) *The Consumer Protection Rules 1987*;
 - (c) *Sale of Goods and Services Act 1896*; and
 - (d) *Fair Trading Act 1989*.

General Terms of Sale and Service

22. The "Company" may utilise the services of a third party to provide services, including monitoring and manpower services.
23. Static guard service costs may be provided as an hourly rate. Where this is the case, the hourly rate is multiplied by the number of hours (or part thereof) the guard has been onsite, regardless of the any rest breaks afforded to that Static guard by legislation.
24. CIT service costs are still charged to the "Customer" even if the "Company's" guard has been unable to pickup and or drop off monies due to the monies not being available when the guard attended to collect them on behalf of the "Customer".

25. The "Company" will attempt to attend all alarm response call-outs within Australian Standard timeframes, which are 90 minutes between 0600 and 1800 hours and 45 minutes between 1800 and 0600 hours, however the "Company" does not under any circumstance guarantee this will always be the case and failure to meet these standards does not discharge the "Customer's" obligation to pay for such a service (unless otherwise agreed in writing by the "Company").
26. The "Customer" agrees any alarm response service costs are charged to the "Customer" as a per-visit cost, which includes the first 30 minutes on site. Any additional time over the first 30 minutes is charged at an additional per-minute rate.
27. Information provided by the "Customer" may be provided to a third party where required by law, where required to provide the services, or where your invoice is Invoiced Financed through our Financial Institution or where you have consented (e.g. your name and contact details may be passed on to the Police in the event of a break-in).
28. These terms and conditions are fully transferable between the "Company" and "Customer", and are binding on any future owners, directors, representatives or managers of the "Customer" and persons and entities that purchase the "Customer" in as much that the termination of employment of the signatories on this document does not automatically cause the Terms and Conditions to cease.
29. All "Goods and Services" sold to the "Customer", remains the property of the "Company" until paid for in full by the "Customer" to the "Company".
30. The "Customer" shall not be entitled to damages or compensation from the "Company" for any loss suffered by reason of late delivery or fault of the "Goods and Services" or if the "Company" determines the "Goods and Services" is faulty by the condition of the site at which it is stored.
31. The "Company" reserves the right to amend rates and/or terms and conditions from time to time without prior notice to the "Customer" (unless the services are under a Service Agreement) in which case notice will be given 30 days prior.

Title

32. The "Company" and the "Customer" agree that ownership of the "Goods" shall not pass until:
 - (a) the "Customer" has paid the "Company" all amounts owing to the "Company"; and
 - (b) the "Customer" has met all of its other obligations to the "Company".
33. Receipt by the "Company" of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
34. It is further agreed that:
 - (a) until ownership of the "Goods" passes to the "Customer" in accordance with clause 32 that the "Customer" is only a bailee of the "Goods" and must return the "Goods" to the "Company" on request.
 - (b) the "Customer" holds the benefit of the "Customer's" insurance of the "Goods" on trust for the "Company" and must pay to the "Company" the proceeds of any insurance in the event of the "Goods" being lost, damaged or destroyed.
 - (c) the "Customer" must not sell, dispose, or otherwise part with possession of the "Goods" other than in the ordinary course of business and for market value. If the "Customer" sells, disposes or parts with possession of the "Goods" then the "Customer" must hold the proceeds of any such act on trust for the "Company" and must pay or deliver the proceeds to the "Company" on demand.
 - (d) the "Customer" should not convert or process the "Goods" or intermix them with other goods but if the "Customer" does so then the "Customer" holds the resulting product on trust for the benefit of the "Company" and must sell, dispose of or return the resulting product to the "Company" as it so directs.
 - (e) the "Customer" irrevocably authorises the "Company" to enter any premises where the "Company" believes the "Goods" are kept and recover possession of the "Goods".
 - (f) the "Company" may recover possession of any "Goods" in transit whether or not delivery has occurred.
 - (g) the "Customer" shall not charge or grant an encumbrance over the "Goods" nor grant nor otherwise give away any interest in the "Goods" while they remain the property of the "Company".
 - (h) the "Company" may commence proceedings to recover the Price of the "Goods" sold notwithstanding that ownership of the "Goods" has not passed to the "Customer".

Personal Property Securities Act 2009 ("PPSA")

35. In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
36. Upon assenting to these terms and conditions in writing the "Customer" acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all "Goods" that

have previously been supplied and that will be supplied in the future by the "Company" to the "Customer".

37. The "Customer" undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the "Company" may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 37(a)(i) or 37(a)(ii);
 - (b) indemnify, and upon demand reimburse, the "Company" for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any "Goods" charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of the "Company";
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the "Goods" in favour of a third party without the prior written consent of the "Company";
 - (e) immediately advise the "Company" of any material change in its business practices of selling the "Goods" which would result in a change in the nature of proceeds derived from such sales.
38. The "Company" and the "Customer" agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
39. The "Customer" waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
40. The "Customer" waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
41. Unless otherwise agreed to in writing by the "Company", the "Customer" waives their right to receive a verification statement in accordance with section 157 of the PPSA.
42. The "Customer" must unconditionally ratify any actions taken by the "Company" under clauses 37 to 39.
43. Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

Duties and Charges

44. Unless otherwise stated, all rates, charges and/or prices are quoted exclusive of GST, duty, taxes or any other statutory charge or fee payable in connection with the purchase of the "Goods and Services".
45. The "Customer" agrees to pay any stamp duty.
46. The "Customer" acknowledges that the rate for purchase of "Goods and Services" from the Company does not include any provision for insurance cover on behalf of the "Customer".

Security interests

47. The "Customer" must not create, purport to create or permit to be created any "security interest" (as defined in PPS Law) in the "Goods and Services" other than with the express written consent of the "Company" until full payment is made to the "Company" for the "Goods and Services".
48. The "Company" may recover from the "Customer" the cost of doing anything under this clause, including registration fees.

Delivery

49. Delivery and/or Pick up charges may be subject to additional charges and shall be quoted upon request from the "Customer".
50. Any permits and/or licence fees and toll charges incurred by the "Company" shall be charged to the "Customer's" account.

Credit Requests

51. Credits may be issued within 30 days following the receipt of the Credit Request Form.

Cancelled Services

52. Any "Goods and Services" cancelled by the "Customer" must be done so by providing 30 days written notice to the "Company".
53. Should the "Customer" not provide 30 days written notice to the "Company", the "Customer" will be liable for the Cost of Services for one month.
54. Any "Goods and Services" cancelled by the "Customer" after the start of any manufacture process, the costs incurred by the "Company" will be invoiced. If any "Goods and Services" have already been processed for manufacturing they will be considered to be purchased, prepared or provided by the "Company" to the "Customer" at the time the "Customer" has made a cancellation, the Customer is liable for the full cost of the "Goods and Services" already incurred by the "Company" at the time of cancellation.
55. On cancellation, any deposit paid by the "Customer" to the "Company" is forfeited by the "Customer" to the "Company".
56. The "Company" reserves the right to cancel the "Goods and

Services" provided to a "Customer" at any time without notice to the "Customer".

57. If the "Customer" contravenes any terms of this agreement, the "Company" reserves the right to cancel services without providing any notice, and may forward an invoice to the "Customer" for services already provided in that invoice period, for which the "Customer" is liable, plus any additional amounts if applicable.

Warranties

58. The "Company" warrants that the "Goods and Services" supplied shall be of merchantable quality. The "Company" does not warrant that the "Goods and Services" and/or Products are fit for a particular purpose and, except or unless otherwise stated in these terms and conditions, warranties relating to title, defects or conformity of the "Goods and Services" are expressly excluded. Any costs associated with the return of the "Goods and Services" and/or for the purpose of a warranty claim shall be the responsibility of the "Customer".
59. In any event the "Goods and Services" supplied including but not limited to a security alarm is defective the "Customer" indemnifies the "Company" against any loss or damage caused by any defect.
60. The "Customer" understands and accepts that the services are of a deterrent nature, and that no warranty or guarantee implied or otherwise is offered by the "Company" that the services will prevent fire, theft, damage, loss, death or injury, of any person or property.
61. The "Company" does not warrant or guarantee any response or number of checks, and the "Customer" understands and accepts that the "Company" will not be liable for the non-performance or delay of such services due to any event.
62. The "Company" will not be liable to the "Customer" to provide refunds for checks which are not carried out due to factors beyond the "Company's" control.

Limitation of Liability

63. The liability of the Company to the "Customer" for any reason related to the performance under this agreement shall be limited to the replacement of the "Goods and Services" and/or Products or the amount paid or payable by the "Customer" in respect of the particular "Goods and Services", Products or Services.
64. The "Company" has no liability for any action or inaction of its staff, contractors or agents, and the "Company" will not be liable to the "Customer" for any loss or damage caused by any reason but not limited to reasons beyond the control of the "Company" including interruptions and/or delays caused by break-ins at other "Customers" premises, and other emergencies including fire, flood, accident, police or emergency services activities, road closures, bad weather, natural disaster, busy periods, mechanical break-down, storm, earthquake, strike, lock-out, labour disputes, act of God, war (whether declared or not), Act (administrative or legislative) of any Government, riot or civil commotion, explosion or an act or omission of the "Company" or staff, contractors or agents and other unforeseen circumstances which may delay or prevent the response or the stated number of inspections from being carried out.
65. The "Customer" understands and accepts that patrol services are a shared service with other "Customers" of the "Company" in the area.
66. The "Company" will not be liable to the "Customer" for any direct or consequential damage or any loss, damage or liability suffered or incurred by the "Customer" including to the extent to which such loss, damage or liability is caused by the negligence of the "Company" or its representatives, contractors or agents, acting within the scope of their employment.
67. At all times, liability of the "Company" will be limited to either the cost of supplying, replacing or repairing the goods or services, or the cost of "Goods or Services" for one (1) month, as determined by the "Company".
68. The "Customer" indemnifies the "Company" against any costs, damages, loss or liability of any kind (including legal costs) suffered or incurred by the "Company" in regards to personal injury or death of any person, or loss of or damage to any property arising from, caused or contributed to by any act, error or omission of the "Customer" its staff, contractors or agents.

Severability

69. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of the remaining provisions. Clerical errors are subject to correction and do not bind the Company. Headings are for ease of reference only and do not form part, or affect the interpretation, of these terms and conditions.

Waiver

70. Failure by the Company to insist upon strict performance of any term or condition herein shall not be deemed a waiver thereof or of any rights the Company may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.

Defects

71. The "Customer" must inspect the "Goods and Services" and/or Products upon delivery and installation and notify the "Company" in writing within fourteen days (14) of any defects, short deliveries or any failure to fulfil any quotation or order. The "Company" will within a reasonable period following delivery and installation be given access to the "Goods and Services" and/or Products in order to inspect for any alleged defects. Should the "Customer" fail to notify the "Company" within fourteen days (14) of an alleged defect, short-delivery or failure to fulfil any quotation or order, then the "Goods and Services" and/or Products shall be deemed to be in compliance with the order and free from any defect whatsoever.
72. Claims against the "Company" must be made by the "Customer" to the "Company" within 7 days of the day that the existence of the claim came or should have come to the notice of the "Customer", and must state the nature, grounds and amount of the claim. Time is of the essence in respect of this clause, and claims not notified within 7 days to the "Company" shall not be allowable or admitted and shall be deemed waived or abandoned by the "Customer".
73. The "Customer", at the "Customer's" cost, must deliver to the "Company" any "Goods or Services" which the "Customer" alleges to have a defect within seven days (7) for the "Company" to inspect.
74. Visible damage to the "Goods and Services" and/or Products must be reported to and claimed upon the "Customer's" insurance company.
75. For CIT services, the "Company" is only liable for cash while in our possession, and where the "Customer" has completed all required reporting procedures, including signing a Collection Receipt or docket with a seal number and signature of the guard who has collected the cash. The "Company" is not liable for undercounting of cash, or if the cash has not been correctly sealed.
76. The "Company" does not accept any responsibility for loss or breakage of "Goods and Services" and/or products whilst in transit whatsoever.

Acknowledgement

I/We the undersigned declare that all information provided to the "Company" for the purposes of assessing the "Customer's" suitability for credit and purchase of "Goods and Services" is true and correct in every particular.

I/We the undersigned further acknowledge that I/we have read understand and agree to the above terms and conditions.

I/We the undersigned, if NSR monitors our alarm or Videofied system, have read, understand and agree to any applicable Monitoring Terms and Conditions, Videofied Rental Terms and Conditions or Videofied Sales and/or Monitoring Terms and Conditions.

This agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. The agreement may be entered into by and becomes binding on the parties named in the agreement upon one party signing the agreement that has been signed by the other (or a photocopy or facsimile copy of that Agreement) and transmitting a facsimile copy of it to the other party.

COMPANY NAME

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TRADING NAME

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PRINT NAME

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TITLE

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SIGNATURE

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DATE

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