

1. Definitions

- 1.1 "Roden Security" shall mean Roden Security Services Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of Roden Security Services Pty Ltd.
- 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by Roden Security to the Client.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Products" shall mean all Products supplied by Roden Security to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Roden Security to the Client.
- 1.5 "Services" shall mean all Services provided by Roden Security to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Products as defined above).
- 1.6 "Price" shall mean the Price payable for the Products as agreed between Roden Security and the Client in accordance with clause 4 of this contract.

2. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")

- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

3. Acceptance

- 3.1 Any instructions received by Roden Security from the Client for the supply of Products and/or the Client's acceptance of Products supplied by Roden Security shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Roden Security.
- 3.4 The Client shall give Roden Security not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by Roden Security as a result of the Client's failure to comply with this clause.
- 3.5 Products are supplied by Roden Security only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
- 3.6 These terms and conditions are meant to be read in conjunction with the Terms and Conditions contained in Roden Security's Monitoring Service Agreement. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.

4. Price and Payment

- 4.1 At Roden Security's sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by Roden Security to the Client in respect of Products supplied; or
 - (b) Roden Security's quoted Price (subject to clause 4.2) which shall be binding upon Roden Security provided that the Client shall accept Roden Security's quotation in writing within thirty (30) days.
- 4.2 Roden Security reserves the right to change the Price in the event of a variation to Roden Security's quotation. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional works required due to unforeseeable problems with the site which are only revealed when undertaking the Services such as any existing cabling which does not comply with Australian Standards and causes the new installation to be non-compliant or as a result of increases to Roden Security's in the cost of materials and labour) will be detailed in writing and charged for on the basis of Roden Security's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 At Roden Security's sole discretion a non-refundable deposit may be required.
- 4.4 At Roden Security's sole discretion payment shall be due on delivery of the Products; or
- 4.5 Time for payment for the Products shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 4.6 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two and a half percent (2.5%) for Visa & Mastercard and up to three and a half percent (3.5%) for Amex of the Price), or by direct credit, or by any other method as agreed to between the Client and Roden Security.
- 4.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Delivery and Installation

- 5.1 At Roden Security's sole discretion delivery of the Products shall take place when the Client takes possession of the Products at the Client's nominated address (in the event that the Products are delivered by Roden Security or Roden Security's nominated carrier).
- 5.2 At Roden Security's sole discretion the costs of delivery are included in the Price.
- 5.3 The Client shall provide clear and reasonable access to the premises on the date of agreed installation. Delays to Roden Security's technical staff waiting for access and/or clearing of obstacles, or other Client causes, may result in additional fees to be added to the Price.
- 5.4 The Client shall make all arrangements necessary to take delivery of the Products whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Products as arranged then Roden Security shall be entitled to charge a reasonable fee for redelivery.
- 5.5 The failure of Roden Security to deliver shall not entitle either party to treat this contract as repudiated.
- 5.6 Roden Security shall not be liable for any loss or damage whatsoever due to failure by Roden Security to deliver the Products (or any of them) promptly or at all, where due to circumstances beyond the control of Roden Security.

6. Risk

- 6.1 If Roden Security retains ownership of the Products nonetheless, all risk for the Products passes to the Client on delivery.
- 6.2 If any of the Products are damaged or destroyed following delivery but prior to ownership passing to the Client, Roden Security is entitled to receive all insurance proceeds payable for the Products. The production of these terms and conditions by Roden Security is sufficient evidence of Roden Security's rights to receive the insurance proceeds without the need for any person dealing with Roden Security to make further enquiries.
- 6.3 The Client accepts that electronic security systems, smoke, heat and like detectors installed to / at their premises:
 - (a) are for monitoring and detection purposes and should not be seen as a life saving device; and
 - (b) does not guarantee the site will be free from malicious damage or losses caused by attack, break and/or enter.
- 6.4 It shall be the Client's responsibility:

- (a) to ensure the security system equipment is tested and maintained to full operational condition; and
 - (b) for all phone calls emanating from the security system panel; and
 - (c) to ensure all electronically protected areas are free from obstacles which may impair the operation of the system.
- 6.5 The Client acknowledges that in the event asbestos or any other toxic substances are discovered during the installation that it is the Client's responsibility to ensure the safe removal of the same. The Client further agrees to indemnify Roden Security against any costs incurred by Roden Security as a consequence of such discovery. Under no circumstances will Roden Security handle removal of any asbestos product.
- 7. Access**
- 7.1 The Client shall ensure that Roden Security has clear and free access to the work site at all times to enable them to undertake the works. Roden Security shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Roden Security.
- 8. Underground Locations**
- 8.1 Prior to Roden Security commencing any work the Client must advise Roden Security of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 8.2 Whilst Roden Security will take all care to avoid damage to any underground services the Client agrees to indemnify Roden Security in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 8.1.
- 9. Title**
- 9.1 Roden Security and the Client agree that ownership of the Products shall not pass until:
- (a) the Client has paid Roden Security all amounts owing for the particular Products; and
 - (b) the Client has met all other obligations due by the Client to Roden Security in respect of all contracts between Roden Security and the Client.
- 9.2 Receipt by Roden Security 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 and until then Roden Security's ownership or rights in respect of the Products shall continue.
- 9.3 It is further agreed that:
- (a) where practicable the Products shall be kept separate and identifiable until Roden Security shall have received payment and all other obligations of the Client are met; and
 - (b) until such time as ownership of the Products shall pass from Roden Security to the Client Roden Security may give notice in writing to the Client to return the Products or any of them to Roden Security. Upon such notice the rights of the Client to obtain ownership or any other interest in the Products shall cease; and
 - (c) Roden Security shall have the right of stopping the Products in transit whether or not delivery has been made; and
 - (d) if the Client fails to return the Products to Roden Security then Roden Security or Roden Security's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Products are situated and take possession of the Products.
- 10. Personal Property Securities Act 2009 ("PPSA")**
- 10.1 In this clause:
- (a) financing statement has the meaning given to it by the PPSA;
 - (b) financing change statement has the meaning given to it by the PPSA;
 - (c) security agreement means the security agreement under the PPSA created between the Client and Roden Security by these terms and conditions; and
 - (d) security interest has the meaning given to it by the PPSA.
- 10.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions:
- (a) constitute a security agreement for the purposes of the PPSA; and
 - (b) create a security interest in:
 - (i) all Products previously supplied by Roden Security to the Client (if any);
 - (ii) all Products that will be supplied in the future by Roden Security to the Client.
- 10.3 The Client 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 Roden Security 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 10.3(a)(i) or 10.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, Roden Security 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 Products charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Roden Security;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Products in favour of a third party without the prior written consent of Roden Security; and
 - (e) immediately advise Roden Security of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds derived from such sales.
- 10.4 Roden Security and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 10.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 10.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 10.7 Unless otherwise agreed to in writing by Roden Security, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 10.8 The Client shall unconditionally ratify any actions taken by Roden Security under clauses 10.3 to 10.5.
- 11. Defects, Errors and Omissions**
- 11.1 The Client shall inspect the Products on delivery and shall within two (2) days of delivery (time being of the essence) notify Roden Security of any alleged defect, error, omission, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Roden Security an opportunity to inspect the Products within a reasonable time following delivery if the Client believes the Products are

defective in any way. If the Client shall fail to comply with these provisions the Products shall be presumed to be free from any defect or damage. For defective Products, which Roden Security has agreed in writing that the Client is entitled to reject, Roden Security's liability is limited to either (at Roden Security's discretion) replacing the Products or repairing the Products except where the Client has acquired Products as a consumer within the meaning of the Trade Practices Act 1974 (Cwth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Products, or repair of the Products, or replacement of the Products.

12. Returns

- 12.1 Returns will only be accepted provided they are exchanged for an upgraded product (and the Client shall be charged accordingly).
12.2 Non-stocklist items or Products made to the Client's specifications are under no circumstances acceptable for credit or return.

13. Warranty

- 13.1 Subject to the conditions of warranty set out in clause 13.2 Roden Security warrants that if any defect in any workmanship of Roden Security becomes apparent and is reported to Roden Security within twelve (12) months of the date of delivery (time being of the essence) then Roden Security will either (at Roden Security's sole discretion) replace or remedy the workmanship.
- 13.2 The conditions applicable to the warranty given by clause 13.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Client to properly maintain any Products; or
 - (ii) failure on the part of the Client to follow any instructions or guidelines provided by Roden Security; or
 - (iii) any use of any Products otherwise than for any application specified on a quote or order form; or
 - (iv) the continued use of any Products after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.
 - (b) the warranty shall cease and Roden Security shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Roden Security's consent.
 - (c) in respect of all claims Roden Security shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- 13.3 For Products not manufactured by Roden Security, the warranty shall be the current warranty provided by the manufacturer of the Products. Roden Security shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Products.
- 13.4 In the event that it is agreed that the Manufacturer's Products are deemed to be faulty, the Client acknowledges and agrees that they shall be liable for the cost of the re- installation of the replacement Materials.

14. Intellectual Property

- 14.1 Where Roden Security has designed, drawn or written Products for the Client, then the copyright in those designs and drawings and documents shall remain vested in Roden Security, and shall only be used by the Client at Roden Security's discretion.

15. Default and Consequences of Default

- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Roden Security's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by Roden Security.
- 15.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify Roden Security from and against all costs and disbursements incurred by Roden Security in pursuing the debt including legal costs on a solicitor and own client basis and Roden Security's collection agency costs.
- 15.4 Without prejudice to any other remedies Roden Security may have, if at any time the Client is in breach of any obligation (including those relating to payment) Roden Security may suspend or terminate the supply of Products and Services to the Client and any of its other obligations under the terms and conditions. Roden Security will not be liable to the Client for any loss or damage the Client suffers because Roden Security has exercised its rights under this clause.
- 15.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 15.6 Without prejudice to Roden Security's other remedies at law Roden Security shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Roden Security shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Roden Security becomes overdue, or in Roden Security's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

16. Security and Charge

- 16.1 Despite anything to the contrary contained herein or any other rights which Roden Security may have howsoever:
- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Roden Security or Roden Security's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that Roden Security (or Roden Security's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
 - (b) should Roden Security elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify Roden Security from and against all Roden Security's costs and disbursements including legal costs on a solicitor and own client basis.
 - (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Roden Security or Roden Security's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 16.1.

17. Cancellation

- 17.1 Roden Security may cancel any contract to which these terms and conditions apply or cancel delivery of Products at any time before the Products are delivered by giving written notice to the Client. On giving such notice Roden Security shall repay to the Client any sums paid in respect of the Price. Roden Security shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.2 In the event that the Client cancels delivery of Services (Products) the Client agrees to notify Roden Security in writing giving a minimum of one (1) months notice and accepts that the Client shall be liable for any loss incurred by Roden Security (including, but not limited to, any loss of profits) up to the time of cancellation. Cancellation via telephone shall not be accepted.
- 17.3 Cancellation of orders for Products made to the Client's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

18. Privacy Act 1988

- 18.1 The Client and/or the Guarantor/s (herein referred to as the Client) agree for Roden Security to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by Roden Security.
- 18.2 The Client agrees that Roden Security may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client.
- 18.3 The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 18.4 The Client consents to Roden Security being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 18.5 The Client agrees that personal credit information provided may be used and retained by Roden Security for the following purposes (and for other purposes as shall be agreed between the Client and Roden Security or required by law from time to time):
- (a) the provision of Products; and/or
 - (b) the marketing of Products by Roden Security, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Products; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Products.
- 18.6 Roden Security may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 18.7 The information given to the credit reporting agency may include:
- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
 - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
 - (c) advice that Roden Security is a current credit provider to the Client;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of Roden Security, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Client by Roden Security has been paid or otherwise discharged.

19. General

- 19.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 19.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.
- 19.3 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
- 19.4 Roden Security shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Roden Security of these terms and conditions.
- 19.5 In the event of any breach of this contract by Roden Security the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Products.
- 19.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Roden Security nor to withhold payment of any invoice because part of that invoice is in dispute.
- 19.7 Roden Security may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 19.8 The Client agrees that Roden Security may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Roden Security notifies the Client of such change.
- 19.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 19.10 The failure by Roden Security to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Roden Security's right to subsequently enforce that provision.
- 19.11 Any loss, damage, or liability suffered or incurred by the client except to the extent to which such loss, damage or liability is caused by negligence of Roden Security or any of its employees acting within the scope of their employment.