



## General Terms and Conditions

## KJ Electronic Security

### 1 Definitions

In this agreement, the following words have the meaning given to them as below:

**Additional Service Request** means a request for services in addition to, and outside the scope of, the Services set out in the Reference Schedule and determined by KJ Electronic Security.

**Assign** or **Assignment** as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.

**Claim** against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Confidential Information** means any information (whether oral, written or electronic) relating to a party that is not publicly available (other than by breach of this agreement) and that by its nature is confidential (including but not limited to trade secrets and know how).

**Defects Liability Period** means twelve (12) months after the date the Hardware is installed.

**Effective Date** means the earlier of the date that this agreement is signed by the Customer and the date KJ Electronic Security commences providing the Services to You.

**Force Majeure Event** means circumstances beyond the control of KJ Electronic Security, including but not limited to acts of God, attacks by third parties, strikes, lockouts, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, electrical surge, issues arising due to malicious code or failure from internet service providers or third party providers.

**Guarantor** means the "Guarantor" named in the Reference Schedule.

**Hardware** means any of the "Hardware Installed" selected in the Reference Schedule.

**Interest Rate** means ten percent (10%) per annum.

**KJ Electronic Security** means KJ Neal Pty Limited trading as KJ Electronic Security (ABN 36 615 931 676)

**Monitored Services** means any of the "Monitored Services" and "Other recurring services" selected in the Reference Schedule.

**Premises** means the "Premises" as set out in the Reference Schedule.

**Schedule** means the "Reference Schedule" to this agreement.

**Services** means the installation of the Hardware at the Premises and, if applicable, the provision of the Monitored Services.

**Service Fee** means:

- (1) the fees and charges for the Services identified in the Reference Schedule; and
- (2) any additional fees and charges payable as a result of an Additional Service Request or as otherwise set out in this agreement.

**You** and **Your** means the "Customer" named in the Reference Schedule and any person acting on behalf of that customer to whom the Services are provided.

### 2 What makes up the Agreement between You and KJ Electronic Security?

#### 2.1 Agreement

- (1) The terms and conditions that are set out in this agreement are the conditions under which KJ Electronic Security will provide the Services to You.
- (2) This document therefore constitutes a legally binding agreement between KJ Electronic Security and You.

#### 2.2 Term of this agreement

This agreement commences on the Effective Date and continues until it is terminated in accordance with the terms of this agreement.

### 3 The Services

#### 3.1 Engagement

You engage KJ Electronic Security to provide the Services on and from the Effective Date. KJ Electronic Security accepts that engagement on the terms set out in this agreement.

#### 3.2 Provision of the Services

KJ Electronic Security will provide the Services to You on the terms set out in this agreement.

#### 3.3 Your general obligations

You must:

- (1) maintain the Hardware in good working order and condition in accordance with the requirements of the manufacturer, including replacing batteries on regular basis;
- (2) ensure that all voice codes, passwords, radio keys and other security devices are kept secure and only given to those persons who reasonably require access to the Premises;
- (3) comply with any reasonable directions given by KJ Electronic Security in connection with this agreement and/or the Services from time to time;
- (4) not do anything which damages the reputation of KJ Electronic Security in any way; and
- (5) if required by KJ Electronic Security, provide KJ Electronic Security with safe access to the Premises to allow KJ Electronic Security to provide the Services, or in order to allow KJ Electronic Security to exercise its rights under this agreement.

### 4 What You must pay for the Services

#### 4.1 Service Fee

In consideration of KJ Electronic Security providing the Services, You must pay to KJ Electronic Security the Service Fee.

#### 4.2 Payment terms

- (1) The Service Fee must be paid to KJ Electronic Security:
  - (a) for the sale and installation charges set out in the Reference Schedule:



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- (i) if not already paid, the deposit on the date of this agreement; and
  - (ii) the balance by the date set out in the Reference Schedule;
  - (b) for the recurring monitoring service charges, by the date set out in the Reference Schedule;
  - (c) in accordance with the payment method selected by You in the Reference Schedule; and
  - (d) without set-off, counterclaim or deduction.
- (2) Where the payment method is by invoice, the Service Fee is payable within seven (7) days of the date of any invoice issued by KJ Electronics.
- (3) If You do not pay any amount due under this agreement by the due date referred to in paragraph (1), then KJ Electronic Security reserves the right to charge:
- (a) a late payment fee of \$25.00;
  - (b) interest on the overdue amount:
    - (i) at the Interest Rate;
    - (ii) calculated daily; and
    - (iii) from the due date until it is paid in full, and
  - (c) any fees, costs, expenses or charges incurred by KJ Electronic Security as a result of that non-payment,
- all of which can be charged to You using Your selected payment method set out in the Reference Schedule.

### 4.3 Additional Service Request

- (1) If You submit an Additional Service Request, KJ Electronic Security may (but is under no obligation to) provide You with a quote for the providing the further services in accordance with the Additional Service Request, and will not commence providing those additional services until approval has been obtained from You.
- (2) Once approval is received under paragraph (1), KJ Electronic Security will provide the additional services in accordance with the Additional Service Request.
- (3) The payment terms that apply to the Service Fee in clause 4.2 will apply to payment of any amounts charged by KJ Electronic Security for undertaking the Additional Services Request.

### 4.4 Variation of Service Fee

Acting reasonably, and upon providing You with one (1) months written notice, KJ Electronic Security may vary the recurring monitoring service charges set out in the Reference Schedule.

### 4.5 GST

Unless otherwise expressly stated, any amounts payable by You under this agreement are exclusive of GST and any other taxes and levies. You must pay GST and any other applicable taxes in addition to the amount of the Service Fee.

## 5 Subcontracting

- (1) KJ Electronic Security may subcontract any part of the Services at its discretion without giving You any notice.
- (2) You acknowledge and agree that patrol response, and associated fees, may be charged by any subcontractor that is engaged to provide patrol response services and/or other services as part of the Services.

- (3) Where paragraph (2) applies, You agree that KJ Electronic Security will charge you for those fees at the same time as the recurring monitoring service charges set out in the Reference Schedule.

## 6 Liability and indemnity

### 6.1 Indemnity

You indemnify KJ Electronic Security from and against any Claims arising out of or in connection with the Services or anything arising under this agreement, except to the extent that any such Claim arises as a result of the negligence of KJ Electronic Security, or a breach of this agreement by KJ Electronic Security.

### 6.2 Warranty provisions

- (1) Whilst KJ Electronic Security will use its best endeavours to ensure the Hardware is fit for purpose, and the Monitoring Service is provided to a high standard, it does not warrant that:
- (a) the Monitoring Service or the Hardware will render the Premises or any occupant of the Premises secure;
  - (b) the Monitoring Service or the Hardware will be free of minor faults, defects or errors; or
  - (c) any defects in the Hardware will be rectified immediately (except major defects which will be rectified as soon as possible but only where they arise during the Defects Liability Period);
- (2) You warrant to KJ Electronic Security that You:
- (a) have made Your own enquiries in relation to the Services and are satisfied in that respect; and
  - (b) are authorised and have the legal power to enter into this agreement.

### 6.3 Limitation of liability

- (1) The liability of KJ Electronic Security under this agreement or with respect to the Services, which cannot be lawfully excluded, is:
- (a) limited, at the option of KJ Electronic Security, to the re-supply of Services or the payment of the cost of having the Services re-supplied; and
  - (b) reduced to the extent that such liability is caused by Your negligent acts and/or omissions and/or a breach by You of the terms of this agreement.
- (2) Without limiting paragraph (1), the aggregate liability of KJ Electronic Security for all Claims arising out of, or otherwise in connection with, this agreement is limited to the total Service Fee paid by You.
- (3) KJ Electronic Security has no liability to You for:
- (a) faults or defects in the Services which are caused by Your own conduct, misuse or the conduct or misuse of Your customers or any third party software;
  - (b) faults or defects that arise in services provided to You other than under this agreement; or
  - (c) any Force Majeure Event.

## 7 Termination

### 7.1 Termination by KJ Electronic Security

- (1) KJ Electronic Security may terminate this agreement if You:



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- (a) fail to pay any money owed to KJ Electronic Security in accordance with this agreement;
  - (b) breach any other term of this agreement and fail to rectify that breach within seven (7) days of KJ Electronic Security providing You notice; or
  - (c) become subject to bankruptcy, external administration, liquidation, receivership or any other insolvency event.
- (2) KJ Electronic Security may also terminate this agreement for any reason as long as KJ Electronic Security provides You with at least one (1) months notice of its intention to do so.

### 7.2 Termination by You

- (1) You may terminate this agreement by notice in writing to KJ Electronic Security if:
  - (a) KJ Electronic Security fails to comply with this agreement;
  - (b) You have notified KJ Electronic Security in writing of that failure and requested that it be rectified; and
  - (c) KJ Electronic Security has failed to remedy the failure within a reasonable period of time.
- (2) You may also terminate this agreement for any reason as long as You provide KJ Electronic Security with at least one (1) months notice of Your intention to do so.

### 7.3 Effect of Termination

- (1) If this agreement is terminated, You are not entitled to a refund of any monies paid by You prior to the date of termination.
- (2) Upon termination of this agreement, You must immediately pay any outstanding fees to KJ Electronic Security for all Services provided up to the date of the termination.

### 7.4 Suspension of Services

- (1) If there is any breach by You of this agreement, KJ Electronic Security retains the right to suspend the provision of the Services.
- (2) If KJ Electronic Security exercises its right under paragraph (1), You cannot make any Claim against KJ Electronic Security as a result of that suspension.

## 8 Special Conditions

If there are any "Special Conditions" stated in the Reference Schedule, then the terms of those Special Conditions prevail to the extent of any inconsistency with the terms contained in the body of this agreement.

## 9 Guarantee and indemnity

- (1) This clause 9 applies where the "Customer" named in the Schedule is a company and the details of the "Guarantor" have been completed in the Schedule.
- (2) The Guarantor irrevocably and unconditionally guarantees to KJ Electronic Security the due and punctual:
  - (a) payment of all monies by the Customer to KJ Electronic Security; and
  - (b) performance of all the obligations undertakings and provisions contained in or implied by this agreement on You.
- (3) The Guarantor irrevocably and unconditionally indemnifies KJ Electronic Security against all costs, expenses,

damages and losses suffered or incurred by KJ Electronic Security as a result of:

- (a) any failure by the Customer to pay in a due and punctual manner any monies in accordance with this agreement; or
- (b) any breach of any of the covenants and conditions contained in or implied by this agreement on the Customer and the Guarantor.

## 10 Confidentiality

### 10.1 Non-disclosure

- (1) A party must not disclose Confidential Information disclosed to it by the other party except:
  - (a) with the prior written consent of the disclosing party; or
  - (b) in accordance with the terms of this agreement.
- (2) A party may not unreasonably withhold its consent to disclosure in accordance with paragraph (1)(a) where:
  - (a) the requested disclosure is made for the purpose of facilitating the proper performance of a party's obligations under this agreement; and
  - (b) the disclosure is to be made to persons who:
    - (i) reasonably require the disclosure of the information; and
    - (ii) are subject to a duty of confidentiality on the same or similar terms to that contained in this clause.

### 10.2 Restrictions on use

- (1) A party may use, copy, reproduce or otherwise deal with the Confidential Information disclosed to it only:
  - (a) in accordance with the terms of this agreement; and
  - (b) in a manner that is related to the proper and lawful conduct and performance of its obligations under this agreement.
- (2) A party may disclose Confidential Information that has been disclosed to it:
  - (a) where such disclosure is made to those of its employees, advisers, related bodies corporate and shareholders who:
    - (i) have a need to know (and only to the extent each has a need to know); and
    - (ii) are aware and agree that the information that is to be disclosed must be kept confidential; or
  - (b) which, at the time of disclosure, is within the public domain or after disclosure comes into the public domain other than by a breach or breaches by any party (whether the party to this agreement or a third party) of any obligation owed to the other party; or
  - (c) where:
    - (i) required by law or any order of any court, tribunal, authority, regulatory body or the rules of any securities exchange (whether in Australia or elsewhere) to be disclosed; and
    - (ii) the party ensures that information is disclosed only to the extent reasonably and lawfully required.



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### 10.3 When this agreement ends

- (1) On expiry or earlier termination of this agreement each party must:
  - (a) return to the other party all hard copy documents (whether in original or copied form) comprising or containing Confidential Information which has been disclosed to them by the other party; and
  - (b) except where to do so would contravene any legal obligation destroy all electronic files containing Confidential Information including all cache, back-up or archive copies of electronic files containing Confidential Information.
- (2) Unless otherwise agreed by the parties in writing the obligations of confidentiality set out in this agreement survive the termination or expiry of this agreement and operate indefinitely.

### 11 Relationship

- (1) The relationship between the parties is one of principal and independent contractor alone. This agreement does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties.
- (2) KJ Electronic Security reserves the right to determine which of its representatives will be assigned to perform its obligations under this agreement, and to replace or reassign such representatives as it deems appropriate.

### 12 PPSA

- (1) In consideration of KJ Electronic Security providing the Services to You and until such time as full payment of all monies relating to the Services has been received, You:
  - (a) grant to KJ Electronic Security a general security interest (as that term is defined by the *Personal Property Securities Act 2009* (Cth) (PPSA)) in:
    - (i) the Hardware; and
    - (ii) all of Your present and after acquired personal property,in favour of KJ Electronic Security (**Security Interests**);
  - (b) acknowledge that KJ Electronic Security reserves the right to register a financing statement in respect of the Security Interests; and
  - (c) must promptly, on request by KJ Electronic Security, execute all documents and do anything else reasonably required by KJ Electronic Security to ensure that the Security Interests constitute a perfected Security Interest (or Purchase Money Security Interest in respect of the Hardware) under the PPSA.
- (2) You agree to contract out of, waive or exclude such sections of the PPSA as KJ Electronic Security may

require, to the extent and subject to those sections being able to be excluded under the law. You expressly agree to:

- (a) contract out of the enforcement provisions referred to at sections 115(1)(a) to (r) (inclusive) of the PPSA; and
- (b) waive Your right to receive a copy of any:
  - (i) financing statement or any financing change statement;
  - (ii) verification statement under section 157 of the PPSA; and/or
  - (iii) notice in relation to a registration event under section 175 of the PPSA,in respect of the Security Interests.

### 13 Force Majeure

- (1) KJ Electronic Security will not be liable for delays or any failure to perform the Services or this agreement due to a Force Majeure Event.
- (2) Any such excuse for delay will last only as long as the Force Majeure Event remains beyond the reasonable control of KJ Electronic Security.

### 14 Complaints

KJ Electronic Security takes all complaints seriously and will use its best endeavours to ensure all complaints are addressed promptly. If You have any complaints or issues please contact KJ Electronic Security as soon as possible.

### 15 Miscellaneous provisions

- (1) Unless otherwise stated in this agreement, this agreement may only be amended or supplemented in writing signed by the parties.
- (2) This agreement is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this agreement.
- (3) KJ Electronic Security may Assign its rights and obligations under this agreement by notice in writing to You.
- (4) You must not assign or transfer any of Your rights and/or obligations under this agreement without the prior written approval of KJ Electronic Security.
- (5) The law in force in the State of New South Wales governs this agreement. The parties submit to the exclusive jurisdiction of the courts of New South Wales.
- (6) If any term or provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions of this agreement will continue and have full force and effect.