

## TERMS & CONDITIONS OF SALE & SERVICE - FIRE PROTECTION EQUIPMENT

- 1. Validity** - Prices quoted are valid and fixed for thirty (30) days only. Rise and fall is applicable after the expiration of thirty days from the date of this quotation, unless otherwise stated in our offer. The order is cancelable in the event of causes beyond the control of Fire System Services.
- 2. Prices** -
  - a) Prices quoted and included on Service Agreement are for initial site visit only and may be subject to review on subsequent inspections.
  - b) Unit rates are based on the quantities installed at time of site survey. Any change in numbers may cause alterations to rates.
  - c) Unless specifically agreed to the contrary, the rates quoted are for one visit to site at six monthly intervals only.
- 3. Terms of Payment** -
  - a) Payment for goods or services provided shall be nett cash. Terms of accounts are payable within fourteen (14) days from the date of the invoice or as otherwise agreed in writing with Fire System Services.
  - b) If payments are not made within the agreed time frame an Administration Fee of \$49.50 including GST will apply. A Fee of 14.9% p.a. interest rate may also apply for accounts which become overdue more than sixty (60) days.
  - c) Any expenses, costs or disbursements incurred by Fire System Services in recovering any outstanding monies including debt collection agency fees and solicitor costs shall be paid by the Customer providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor.
  - d) The client shall be liable for any costs for loss/damage or labour required for the removal of materials from site due to repossession of materials or equipment.
- 4. Provisions Of Services For Fixing (as applicable)** -
  - a) The clients shall make available at no cost to Fire System Services employees, amenities which comply with statutory authorities, 240V A.C. 15amp electric power, and adequate lighting adjacent to each work area sufficient to complete the works and arrange clear access to each work area such that the workmen can maintain continuity of work including the supply of all unloading, hoisting and lifting facilities, labour, site cleaning and employee amenities which comply with three statutory authorities.
  - b) On delivery of materials to site, the client shall ensure that at no cost to Fire System Services, adequate safe storage facilities are provided for protection against theft or damage.
  - c) Where Fire System Services is required to install goods the client warrants that the structure of the premises or equipment in or upon which these goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Fire System Services shall not be liable for any claims, demands, losses, damages, costs and expenses, howsoever caused or arising in connection with the installation and work incidental thereto. The client shall provide Fire System Services with a schedule of all deliveries and installations detailing all relevant information with sufficient time allowed to meet delivery and installation dates. Fire System Services reserves the right to sub contract with any other person for the performance of any part of this contract.
- 5. Inspection** -
  - a) The client shall be required to inspect equipment at time of service on site and shall notify Fire System Services in writing, of damage or shortfall in service within 48 hours of inspection being completed and the Certificate of Inspection being signed by the representative.
  - b) Inspections are carried out in accordance with the applicable Australian Standards. Any special service or equipment requested by the client may be subject to review and additional costs may apply.
  - c) Recommendations are as of the time Fire System Services has assessed the premises at of the time of the inspection. If at any time the building receives changes to egress or changes of works carried within, additional fire safety equipment might be required.
- 6. Delivery** - If the client is not in a position to take delivery of the goods as scheduled, the client shall arrange adequate safe storage or, alternatively, accept additional delivery and storage costs as may be applicable.
- 7. Co-Ordination** -
  - a) When fixing is applicable and is required to be co-ordinated with other trades, the client shall provide Fire System Services with a schedule detailing all relevant information with sufficient time to meet delivery dates.
  - b) The delivery period shall be extended to cover delays caused by strikes, lockouts, prohibitions, non-availability of materials or any circumstances beyond Fire System Services control.
- 8. Warranty** - Portable extinguishers and bulk extinguishers are warranted for a period of one year from the date of purchase. Hose reels, fixed systems components and franchised items are warranted for a period of one year from the date of purchase provided that they are maintained in accordance with the relevant Australian Standards by accredited service personnel. These warranty periods may be extended if the products are maintained by Fire System Services under service agreement. Warranty is limited to repair or replacement of products delivered by Fire System Services or a registered service agent.
- 9. Approvals** - Appliances are normally supplied as complete assemblies tested and approved in accordance with applicable Australian Standards. Any special equipment requested by the client which does not carry the prior approval of the relevant statutory authorities, is the sole responsibility of the client.
- 10. Ownership** -
  - a) Legal and equitable property in these goods shall not pass to the buyer until payment of all monies due has been received in full by the seller. Acceptance of these goods is as acceptance of the foregoing condition.
  - b) The client hereby authorise Fire System Services to enter the premises upon which the goods are stored for the purpose of taking possession thereof.
- 11. Contract** - Acceptance of these goods & services provided shall constitute a contract in accordance with the State in which delivery is made or port of shipment, notwithstanding any implication of the law to the contrary, all service agreements (contracts) between Fire System Services and the customer shall be deemed to be made and constructed and to be enforced in and according to the laws of the state of South Australia and by mutual consent to be subject to the jurisdiction of the courts of that state.
- 12. Disclaimer** - Fire System Services will not be held responsible or liable in any way, form or manner whatsoever for non-performance or delays performance occasioned by any causes including but not limited to Acts of God, war, fire, machinery breakdown, inclement weather, strikes, lockout, and Government actions. Any delays shall cause automatic suspension of Fire System Services obligations and in no event shall the client be entitled to damages of any kind for late performance or failure to perform.

*(Updated January 2005)*

## HOW TO PAY

**Mail Your Payment** Tear off this remittance advice and post it together with your cheque or money order to:

Fire System Services, PO Box 16, Prospect SA 5082

**Credit Card By Phone** Call our Office on 08 8445 6300. Please have your credit card ready & quote our invoice number as the payment reference.

**Credit Card by Fax** Fax your credit card details to our Office on 08 8445 6333. Please provide card type; credit card number; card expiry date; cardholder's name, address & phone number; cardholder's signature & date; amount to be charged; and quote our invoice number as the payment reference.

**Electronic Funds Transfer** Contact your Financial Institution to make payment from your nominated bank account. Please quote our invoice number as the payment reference.

**Direct Deposit** Take your payment to any branch of the National Australia Bank for deposit to our bank account & quote our invoice number as the payment reference. Tear off this remittance advice and post or fax it together with a copy of the bank receipt to:  
Fire System Services, PO Box 16, Prospect SA 5082, Fax 08 8445 6333

**BSB:** 085 005

**Account Number:** 561 558 143

**Account Name:** Fire System Services

**Financial Institution:** National Australia Bank, King William Street, SA.