

# Terms and conditions for customers

These Terms and Conditions apply where AG Security Group provides goods or services to a Customer.

## 1 Definitions

**Agreement** means the legally binding arrangement between the Supplier and the Customer comprising the Proposal and these Terms.

**Background IP** means intellectual property owned or developed by a party independently of this Agreement.

**Business Day** means any day other than a Saturday, Sunday or public holiday in South Australia.

**Customer** means the person or entity acquiring the Goods or Services.

**Completion Date** means the date the Supplier determines the Services are practically complete subject to any criteria in the Proposal.

**Confidential Information** includes all non-public business, technical or financial information disclosed by either party.

**Defect** means an omission or error in the supplied Goods or Services that affects design, performance or workmanship.

**Fees** means the charges payable by the Customer to the Supplier for the Goods and/or Services.

**Force Majeure** means any event beyond a party's reasonable control including but not limited to natural disasters, pandemics, strikes, and governmental actions.

**Goods** means the products and equipment specified in the Proposal.

**GST** means Goods and Services Tax described in A New Tax System (Goods and Services Tax) Act (Cth) 1999.

**Order** means an order placed by the Customer for Goods or Services.

**PPS Act** means the Personal Property Securities Act 2009 (Cth).

**Proposal** means the document issued by the Supplier describing the scope of work and pricing.

**Services** means all labour, materials, supervision and equipment provided by the Supplier under the Proposal.

**Site** means the location where the Services are to be performed.

**Supplier** means AG Security Group Holdings Pty Ltd (ABN 16 687 560 292) or any of its related bodies corporate (as defined in the Corporations Act 2001 (Cth)), being the entity identified as the Supplier in the Proposal, written order confirmation or invoice for the relevant supply under this Agreement. Only that entity is the contracting party, and no other AG Security Group entity is a party to, or liable under, the Agreement unless expressly stated in writing.

**Variation** means a change to the agreed scope, specifications or timing of the Goods or Services initiated by either party in writing.

**Warranty Period** means 12 months from the Completion Date unless otherwise stated.

## 2 Agreement formation

The Supplier's Proposal is an offer open for acceptance for the period stated in it (or, if none, 30 days). An Agreement is formed when the Customer either signs the Proposal or issues a purchase order that accepts the Proposal without variation and expressly refers to these Terms. Any terms supplied by the Customer have no effect unless expressly agreed in writing by the Supplier. If documents conflict, the Proposal prevails, then these Terms.

## 3 Scope of services

3.1 The Supplier shall perform the Services as specified in the Proposal with due care and skill, using suitably qualified personnel, and in accordance with applicable industry

standards and any quality benchmarks stated in the Proposal.

3.2 The Supplier warrants that the Goods and Services will be of acceptable quality and fit for any purpose made known by the Customer, subject to the limitations in clause 10.

## 4 Variations

4.1 The Customer may request a Variation to the Goods or Services by written notice. Variations must be agreed in writing and may adjust the Fees and Completion Date.

4.2 If a Variation affects the Fees, specifications, or Completion Date, the parties will work in good faith to agree a reasonable adjustment to the Agreement prior to the Variation taking effect.

4.3 If the parties are unable to agree, either party may terminate this Agreement by giving not less than 20 Business Days' written notice.

4.4 The Supplier is entitled to recover any additional costs and time resulting from any agreed Variation. If Fees are not agreed in advance, the Supplier's standard rates at the time of the Variation will apply.

## 5 Fees and payment

5.1 The Supplier will issue invoices to the Customer in accordance with the invoicing terms set out in the Proposal. If no such terms are specified, the Supplier will issue monthly invoices for work performed during that month.

5.2 All fees, charges and rates specified in the Proposal are in Australian dollars and except as otherwise expressly stated, are exclusive of GST, delivery charges, and any other sales, value added or similar tax.

5.3 The Supplier reserves the right to periodically review and adjust the fees and charges to account for changes in costs or market conditions, which will be treated as a Variation.

5.4 Invoices are payable 30 days after the end of the month in which the invoice was issued unless otherwise stated. The Supplier may charge interest on overdue amounts at the benchmark rate of its primary financial institution from the due date until payment is received. The Customer must also reimburse all reasonable costs in recovering overdue amounts.

5.5 Neither party may offset any amount they owe against an amount owed by the other party under the Agreement.

## 6 Delivery, title and risk

6.1 Risk transfers to the Customer upon delivery to the Site. Title remains with the Supplier until full payment.

6.2 The Customer grants the Supplier a security interest under the PPS Act until title passes to the Customer in accordance with this clause 6.

## 7 Time for completion

7.1 The Supplier will use reasonable efforts to meet the Completion Date. If delayed due to Force Majeure or the Customer's actions or omissions, the Supplier is entitled to an extension of time and reimbursement of directly related costs.

7.2 Failure to meet the Completion Date does not, by itself, entitle either party to treat the Agreement as terminated or repudiated.

## 8 Site access and Customer obligations

8.1 The Customer must provide adequate and timely access to the Site, including the necessary utilities, facilities and safety to enable performance of the Services. The Supplier may suspend Services if, in its reasonable opinion, access to the Site is materially impeded or conditions are unsafe.

8.2 The Supplier will ensure that its personnel comply with all reasonable directions, policies, and site-specific requirements notified by the Customer in writing provided such requirements are lawful, clearly communicated, and do not conflict with the Supplier's own obligations under applicable legislation or this Agreement.

## 9 Insurance

Both parties must maintain insurance appropriate to the nature of the Services.

## 10 Warranties and defects

10.1 The Supplier warrants the Goods and Services are delivered with due care and fit for purpose.

10.2 Upon delivery, the Customer must promptly inspect the Goods or Services for any Defects. The Goods or Services will be considered delivered in accordance with this Agreement and accepted by the Customer unless the Customer notifies the Supplier of any damage, defect, or non-conformance.

10.3 Defects identified during the Warranty Period will be rectified at no cost to the Customer, provided that such Defects are not due to misuse, unauthorised alteration, or any other actions by the Customer that contradict the Supplier's instructions. The Customer must notify the Supplier of any Defects promptly upon discovery. The Supplier will then take appropriate steps to rectify the defects within a reasonable timeframe.

## 11 Intellectual property

All intellectual property created by the Supplier in connection with the Goods or Services remains the property of the Supplier. The Customer is granted a non-exclusive, non-transferable licence to use that intellectual property solely for the purposes of this Agreement. Each party retains ownership of its background intellectual property, and nothing in this Agreement transfers ownership of such rights.

## 12 Limitation of liability

To the extent permitted by law, the Supplier liability is limited to the resupply or the cost of resupply of the Goods or Services. The Supplier excludes indirect or consequential loss.

## 13 Termination

13.1 Either party may terminate this Agreement with written notice if the other party commits a material breach that is not resolved within 10 Business Days of receiving written notice of the breach, or becomes insolvent.

13.2 In the event of Customer default, the Supplier may suspend performance, withdraw credit, demand immediate payment of all outstanding amounts, recover possession of Goods to which title has not passed, and recover all enforcement costs.

13.3 Upon termination, the Customer must, within 5 Business Days:

- (i) pay all outstanding amounts for all Goods or Services provided or procured under the Agreement, including any materials, equipment, or services that were purchased, ordered, or committed to by the Supplier in connection with the Agreement up to the date of termination;
- (ii) Reimburse the Supplier for any direct costs, expenses, or liabilities from termination, including demobilisation, administration, and third-party charges; and
- (iii) return all property belonging to the Supplier without delay and in good condition.

## 14 Confidentiality

Both parties must treat Confidential Information as strictly confidential and use it only for Agreement purposes.

## 15 Privacy and data security

Each party must comply with the *Privacy Act 1988 (Cth)*. The Supplier applies data security safeguards to protect all information.

Personal information collected by the Supplier will be handled in accordance with its Privacy Policy, available on request.

## 16 Force Majeure

Neither party is liable for failure to perform due to Force Majeure. Either party may terminate if Force Majeure continues for more than 60 days.

## 17 PPSA rights

The Supplier may register a security interest in Goods. The Customer must promptly, upon the Supplier's request, take necessary actions to ensure that any such security interest in favour of the Supplier is enforceable and effective.

The Customer waives rights under certain PPSA provisions as permitted by law.

## 18 Dispute resolution

Disputes must be escalated to senior representatives. If unresolved within 20 Business Days, the parties agree to refer the matter to mediation in Adelaide, South Australia.

## 19 Notices

19.1 All notices or communications under this Agreement must be in writing and sent to the postal or email address specified in the Proposal, or as otherwise notified in writing by a party.

19.2 A notice or communication is deemed to be received:

- (i) if personally delivered, on the date of delivery.
- (ii) if sent by regular post within Australia, 6 Business Days after the date of posting.
- (iii) if sent by email, at the time the email is shown as sent by the sender's email system, provided that no delivery failure notification is received and the sender retains confirmation that the email was delivered to a system accessible by the recipient.

## 20 Work health and safety

The Supplier will comply with all WHS laws. The Customer must ensure a safe work environment.

## 21 Governing law

This Agreement is governed by the laws of South Australia. The parties submit to the jurisdiction of its courts.

The Customer must comply with all applicable laws in connection with this Agreement. The Supplier may terminate this Agreement if the Customer's conduct in relation to the Goods or Services is unlawful or, in the Supplier's reasonable opinion, materially damages or risks damaging the Supplier's reputation.

## 22 General

22.1 If any provision of the Agreement is wholly or partly invalid, the rest remains enforceable.

22.2 Neither party may assign the Agreement or any part of it without the other party's prior written consent.

22.3 The Supplier may subcontract Services.

22.4 The Supplier and the Customer are independent contracting parties and nothing in the Agreement makes either party the agent or legal representative of the other or grants authority to assume or create an obligation on behalf of the other.

22.5 Without limitation, the obligations and rights under clauses 10, 11, 12, 14, 15, 17, 18, 19, 21 and 22 survive on expiry or termination.