



LIFTRONIC PTY LTD

Australia's Largest Independent Lift & Escalator Company

Established in 1985

Sydney | Brisbane | Melbourne | Gold Coast

Standard Terms & Conditions

1 General

In the event of this being accepted, it shall constitute a Contract Agreement

- These conditions and the Lift Contractors tender letter shall be deemed to form the Contract. These conditions are supplementary to the general conditions relating to this Contract provided, however, that if the items of this contract in any respect contradict, differ or vary the provisions of the general conditions, then the terms of this contract shall prevail.
- No conditions or terms stipulated incorporated or referred to by the Purchaser are to annul or vary these conditions and terms (including notes: Re building works) unless expressly agreed by the Lift Contractor in writing.

2 Duration of Offer

This tender shall remain open for thirty (30) days from the date hereof after which it is subject to confirmation or adjustment before acceptance.

3 Regulations

The Lift Contractor shall install the equipment the subject of this contract in accordance with existing State Regulations and ordinances in force and effect regulating the installation of lifts and escalators within the Commonwealth of Australia. In the event of there being any additional work or material required after the date hereof by reason of any new ordinance or regulation or any amendment or variation to any existing ordinance or regulation, the Lift Contractor shall be entitled to charge and recover as an extra to this contract a proper sum in reimbursement for the additional work and materials used to comply with the said regulations and/or ordinance and/or amendment thereof.

4 Completion

Delivery of the equipment as stated in our tender document is from receipt of:

- Signed order.
- Necessary drawings and documentation for the preparation of our drawings.

- Approval of our layout drawings.
- Approval of car superstructure and door finishes.
- Deposit Payment

All Equipment to site shall be delivered within normal business hours.

Site installation will commence on or after the agreed "Commencement of Installation" date, as detailed in our Tender Document, provided written notification is received one week prior, confirming the works are ready and the following Essential Site Requirements (ESR's) are completed as listed in this tender.

Extension of Time

- Liftronic Pty Ltd shall be entitled to an extension of time for all delays beyond its control and if the delay is due to the act, default or omission of the Client, Liftronic Pty Ltd will be entitled to claim for additional cost which it incurred. Matters outside its control include but are not limited to: acts of government, industrial disputes, lockouts, malicious damage, fire explosion flood. riot, civil commotion, war, terrorist act, tsunami, storm, tempest, Act of God or any Force Majeure event.
- Should the original site commencement date be delayed by the Client, The Client will provide six weeks advance notice of the revised site commencement date.

5 Liquidated damages

When liquidated damages are applicable in any Contract agreement resulting from the tender, such damages shall be restricted as follows; The amount of liquidated damages shall not exceed the lesser of actual cost or 1 % of the Contract sum per week with maximum total damages of 10% of the Contract value of such portion of the equipment as cannot be usefully employed.

6 Suspension of work

In the event of non-payment of any progress claim, the Lift Contractor reserves the right to suspend execution of the works in accordance with the relevant Building and Construction Industry Security of Payment Act in the State in which the project resides.

7 Payments

Payments are to be made as follows:-

- 30% of Tender Price Within 30 days of order and prior to order of equipment
- 60% of Tender Price within 30 days of Invoice(s) date and prior to Delivery of Equipment.
- 10% of Tender Price on practical completion of our works and prior to Handover to the client.
- Final payment must be received prior to the lift/escalator being placed into service;
- Processing of the order and placement of equipment orders shall not proceed until the deposit is received,
- Any subsequent payment not made by due date shall bear an interest of 4% per annum from date of submission of such claim.
- Our Tender is based on unsecured offsite payments.
- Ownership of materials and equipment shall not be passed onto the client until full Contract payment is received including any variations by Liftronic Pty Ltd.

8 Retention Moneys

Retention moneys to be in the form of two (2) dated Bank Guarantees, which shall not exceed 5% of the original Contract sum, reducing to 2.5% at the commencement of the defects liability period and the remaining 2.5% being returned at the completion of the defects liability period, as defined in clause 10 hereof.

9 Price Adjustment

- After acceptance of our quotation, our offer would be fixed for a period of 10 months from the date of our Tender and then any unpaid amount after that date, will be subject to rise

and fall in accordance with PRICE ADJUSTMENT: SCHEDULE A

- The tender price shall be adjusted in accordance with NCAP2, once the agreed fixed price date has elapsed.

9 a Imported Material

The tender price, where appropriate, allows for cost of imported material based on the rates of exchange, tax or duty prevailing at the date of tender. In the event of any adjustments in such rates, between the date of tender and receipt of payment to settle the overseas debt, Liftronic Pty Ltd reserves the right to make an appropriate adjustment to the contract price

10 Warranty

- All conditions and warrants expressed or implied by statute, common law, equity, trade, custom, usage, or otherwise howsoever are hereby expressly excluded to the maximum extent permitted by law. Where so permitted the liability of Liftronic Pty Ltd for a breach of condition or warranty that cannot be excluded is limited (at Liftronic Pty Ltd option) to the replacement or repair of the goods or of acquiring equivalent goods. Liftronic Pty Ltd shall not be liable in any way whatsoever for direct, indirect or consequential loss or damage whatsoever (whether based on tort or contract or otherwise).
- The provision of Warranty is conditional upon the installation being maintained by Liftronic Pty Ltd or their contractors. Unauthorized servicing of the equipment will render the Warranty invalid.
- Rectification of Warranty identified defects will be repaired or replaced without charge by Liftronic Pty Ltd personnel or their contractors only, during normal working hours.
- Damage caused by misuse, negligence, acts of god, accident or similar cause, or usage other than in accordance: with the operating instructions, is not covered under warranty.

- The company may, at its discretion, agree to act as agent for the owner where delivery is requested and all costs for cartage and insurance will be for the owners account.
- The replacement of any part or labour involved will not have the effect of extending the period of the warranty of the goods.
- Any faulty part replaced under Warranty becomes the property of the Company for purpose of examination and claim under proprietary Warranty.
- Products are supplied by the manufacturer, or the manufactures agent, under the express condition that no responsibility is implied or accepted by the above parties for any damage to any appliance, equipment or property or persons associated with the correct or otherwise operation of the goods.
- Products for repair under warranty must be authorized by the owner and be accompanied by a written description of the complaint.
- If any rectification works of faulty materials and /or workmanship that cannot be carried out during the Lift Contractor's normal working hours, the Lift Contractor shall be at liberty to charge the purchaser an amount equal to overtime payments and /or other expenses incurred by the lift contractor which would not have been incurred if rectification works had been carried out during the lift contractors normal working hours.

11 Media Release

The Owner accepts that the Company may take photos or video of its equipment for the purposes of advertising and promotion or training. The Owner gives permission to the Company to use these images in printed, digital and on social media platforms. The Company shall arrange with the Owner mutually agreeable times for access for the capturing of any images.

12 Maintenance

- Maintenance service will be provided by Liftronic Pty Limited without further charge for a period of twelve (12) months, or as otherwise confirmed in our submission, from the date of practical completion of the installation. Such service will be carried out during normal working hours and on normal working days and will include regular inspections and adjustment of the equipment, the provision of oil, grease and cleaning material, and attending service calls during normal working hours.
- If maintenance and/or service calls are required to be provided outside of Liftronic Pty Ltd normal working hours then these will be subject to additional charge to the purchaser.

13 Ownership

- Equipment listed in the Lift Contractors progress claims or final claim remain the Lift Contractors property until payment in full of such progress claim or final claim.

14 Drawings, Illustrations, Manual

- All preliminary drawings and descriptive matter are submitted as a general guide to size or appearances of the units offered. Final Contract drawings will be prepared when all basic details affecting those drawings are approved and finalised. This may necessitate alteration of dimensions, to accommodate the Lift contractor's equipment and compliance with local regulations. Liftronic Pty Ltd will not be held liable for any cost associated with changes to drawings.
- Standard operations and maintenance manuals will be supplied on completion of the Works.

15 Insurance & General Liability

The following insurances having been effected on behalf of the Lift Contractor, the Lift Contractors tender is based on and limits the Lift Contractors

liability hereunder as follows:

Workers Compensation.....Unlimited

Public Liability..... \$50 000 000.00

Additional insurance, if required, shall be the responsibility of the Purchaser.

- Liftronic Pty Ltd shall not be liable to the Client by way of indemnity or by reason of any breach of Contract, or in tort or statute or otherwise, for loss of any part, or all of the Works or for loss of production, loss of profit or loss of any Contract, or for indirect, special or consequential loss or damage which may be suffered by the Client in connection with the Contract Agreement.
- The above shall not apply to limit the liability of Liftronic Pty Ltd
 - a) For liquidated damages
 - b) Out of which by law Liftronic Pty Ltd cannot contract.
 - c) Arising out of fraud, wilful misconduct or illegal or unlawful act.
 - d) To the extent that Liftronic Pty Ltd is entitled to make any claim for such liability under any policy of insurance which it may hold.
- Subject to any contrary provisions in the Trade Practices Act, 1974 (as amended) as applicable to this Agreement the Lift Contractor shall not be liable for loss and / or damage and/or injury, financial or otherwise, occasioned by any act, default and/or omission, negligent or otherwise, in the course of and/or in connection with its performance of this Agreement provided always that the Lift Contractor's legal liability for death or injury to any person so far as such death or injury is the direct and foreseeable consequence of such act, default and/or omission is not hereby excluded.
- Within the meaning of the Trade Practices Act, 1974 (as amended) in no event shall the Lift Contractor be liable for damages for loss of rent or profit.

16 Safe and Secure Conditions of Work

The Client warrants that during continuation of this Contract it will provide safe conditions of work to the Lift Contractor, its workers, agents and all persons present by the Lift Contractor's invitation and/or permission. In the event that in the Lift Contractor's opinion at any stage hereof conditions of work become unsafe or if asbestos or any contamination of any kind is discovered on site, the Lift Contractor reserves the right to suspend all work until such conditions of work have been remedied to the regulatory bodies and to the Lift Contractor's satisfaction. The purchaser shall secure and keep secure the entire site from vandalism and theft. The Lift Contractor reserves the right to seek compensation from the Purchaser for damage of materials, equipment or theft of tools which are as a result of the Purchaser not providing a secure site environment. The Lift Contractor reserves the right to cease all works on site until compensation payment is received. If in the opinion of the Lift Contractor, the damage, loss of materials or tools has impeded the installation process of the works then the Lift Contractor will submit a claim for extension of time and possible delay costs. Approval of such claim shall not be unreasonably withheld by the Purchaser.

17 Practical Completion

Date of practical completion hereof shall be the date the Lift Contractor has installed all equipment the subject of the tender in good working order and condition to the satisfaction of any authorised person in the employ of the Lift Contractor in the relevant State or Territory, provided always that in the event that the Lift Contractor has installed all equipment the subject of this tender in good working order and condition and such equipment cannot be operated due to any act, default and / or omission by the Purchaser or any party other than the Lift Contractor, then the date of practical completion hereof shall be deemed to be the date of written notice provided by the Lift Contractor to the Purchaser stating the above.

18 Inspections

The Lift Contractor has included in the Tender for one (1) inspection of the installation prior to hand over by the appropriate authority. The cost of any additional inspections that may be required as a result of outstanding work by others will be charged extra to the contract sum.

19 Registration

Under the requirements of the WH&S regulations 2011, Liftronic Pty Limited will provide a certificate stating that the lifts/escalators are "Safe to Operate" and are installed to the requirements of the appropriate lift code and the relevant parts of the BCA at the completion of the installation. To assist in the registration process, Liftronic Pty Limited will complete the relevant lift particulars of the WorkCover Application and pass onto the contractor.

To complete the registration, the owner of the plant must:-

- Complete the WorkCover Application;
- Lodge the form with payment to WorkCover;
- Attach the registration certificate to the unit.

20 Intellectual Property Rights, Copy Rights, Patent.

All Intellectual property rights in the equipment including in the control software which enables routine operation, maintenance and repair to the equipment (control software) remain the property of Liftronic Pty Ltd. Liftronic Pty Ltd hereby grants a non-exclusive licence to the Client (and any contractor on behalf of the Client) to use the control software to operate the equipment for its own purpose, but the customer shall have no other right or interest in the control software and save only as required by law, no right to reproduce, reverse engineer or deal in the control software. This licence can be assigned to a new owner of the equipment.

21 Additional Works Variations

If any additional works are required as a consequence of:-

- Changes to state or territorial regulations and ordinances.

- Additional engineering/logistics/site inspection
- Faulty retained equipment.
- Latent conditions including access to the works.
- Occupational health and safety compliance.
- Industrial relations issues.
- "Heritage" conditions or limitations.
- Asbestos contamination removal requirements
- Modification and rework due unsatisfactory structure.
- Any works which the Client directs Liftronic Pty Ltd to be carried out by an alternate supplier, contractor or requires special licence certificates or alternate procedures & process.

Then this additional work will be at extra cost and/or time, to the client and subject to a quotation and variation.

- Day Labour and Engineering Rates:
Normal Time: \$217.00
Time & Half: \$268.00
Double Time: \$319.00

22 General Conditions of Contract

Except to the extent modified by the conditions of this contract or otherwise agreed by Liftronic Pty Ltd and the Client in the Contract Agreement, then in the case of the Client;

- a) Being a Principal , the provisions of AS2124 1992 or
- b) Being a Main Contractor , the provisions of AS2545 1993

Shall apply to the Contract Agreement.

23 Works and Services to be provided by Others

1 PIT

- a) Provide a waterproof pit to sustain loads as nominated on Liftronic Pty Limited layout drawing.
- b) Pit must extend to solid earth and depth is referenced from FFL 110-mm as detailed.
- c) Provide a dry sump (approx. 300 mm x 300 mm x 300 mm deep) Fit with a flush removable cover.

2 LIFT WELL

- a) Provide a water/weatherproof lift shaft to comply with the lift code AS 1735 and to the Building Code of Australia.
- b) Construct a smooth, square and plumb lift shaft free of debris to Liftronic Pty Limited layout drawing. Ensure the following dimensional tolerances are achieved: +12-mm to 0-mm for door entrance walls and +25-mm (combined) to 0-mm for other walls.
- c) Build in inserts as dimensioned ± 10 -mm, where specified on Liftronic Pty Limited layout drawing.
- d) Provide penetrations and chases for door frames, sills, button boxes and conduits as detailed on Liftronic Pty Limited layout drawing.
- e) Fill (fire rate if required) all door frames and appointments after installation. All door frames and sills must be protected, properly braced and if Full Depth, carefully grouted. All cement is to be removed from doors, frames and sills.
- f) Provide accurate datum points 1m above FFL adjacent to each lift entrance. Also provide grid lines, where required.
- g) Fill and finish (fire rate if required) all holes in lift shaft.
- h) Provide temporary entrance protection gates to shaft openings in accordance with AS/NZS 4431.
- i) Floor heights and designations are to be confirmed as part of our Liftronic Pty Limited layout drawing.
- j) Temporary false car and deck or full shaft scaffold to be provided to Liftronic Pty Ltd requirements. Refer to Optional Extras page 4.
- k) Provide lifting eyes/beams to top of lift well to support nominated loads as specified on Liftronic Pty Limited layout

drawing.

- l) Provide waterproof overhead protection to lift entrances exposed to weather.
- m) The temperature and quality of air in the lift well control space (machine room), should be maintained below 34 degrees and relative humidity should be maintained at 95% or less non-condensing with reference to WH&S and the lift manufacturer's specification in order to assure reliability of the lift. It may be necessary to filter the air entering the lift well in order to eliminate or minimise harmful contaminants such as dust, water and salt.
- n) Provide penetrations or pockets at top of the lift shaft for the lift motor and associated mechanical equipment. This equipment is to be craned in prior to the lift shaft roof being installed. Should order placement not allow adequate time for delivery prior to the roof installation, Liftronic Pty Limited will not be held responsible for cost incurred as a result of any delay of the roof installation. (Lift motor and machinery may be shipped earlier for an additional charge.) Vertical lifting, placement and protection of this equipment is the responsibility of the builder.
- o) Entrance doors and the control cabinet are not weather proof and should be permanently protected from the ingress of water. Water could cause safety risks for passengers and our service personnel.

24 Payment Schedule

Payment No.	Amount Payable	Date Payable
P1	30% of tender Price	Prior to Liftronic ordering the equipment
P2	60% of tender Price	Within 30 days of invoice date and prior to delivery of equipment to site.
P3	10% of tender Price	On practical completion of our works and prior to handover to the client.

1. Processing of the order and placement of equipment orders shall not proceed until the deposit is paid,
2. Any subsequent payment not made by due date shall incur an interest of 4% per annum from date of submission of such claim.
3. Final payment must be received prior to the lift being placed into service,
4. Our Tender is based on unsecured offsite payments and includes the minimum Site allowance as per the Liftronic Pty Limited EBA
5. Should the Project site allowance increase above the allowed allowance Liftronic reserve the right to claim a variation for the difference.