



CoverTel Services Pty Ltd
ABN 84 694 785 446

Terms and Conditions for Services (Training, Certification, Installation and Commissioning), known as the "Works"
These terms and conditions ("Terms") apply to all services provided by CoverTel Services Pty Ltd ("CoverTel") of 114 Bakehouse Road Kensington, Victoria 3031, Australia referred to in the written quotation issued by CoverTel (the "Quotation")

1 General

- 1.1 CoverTel agrees with the Customer to provide Works only upon the terms and conditions hereinafter provided and as may be specified in any quotation or proposal. Any terms and conditions that are contained in any purchase order or in any other document that is issued by the Customer or in correspondence or documents passing between CoverTel and the Customer:
- have no effect, and will not affect any agreement between CoverTel and the Customer pursuant to the Terms and the Quotation, even if CoverTel has had notice of those terms or conditions; and
 - do not constitute an offer or a counter-offer by the Customer.
- 1.2 By ordering Works, or executing an Application for Credit or other financial accommodation with CoverTel, the Customer is deemed to have accepted the terms and conditions set out in these Terms and Quotation, and have agreed that they apply to the exclusion of all others.

2 Quotations and Ordering

- 2.1 If requested to do so by the Customer, CoverTel may issue a Quotation in respect of any Works proposed to be provided under these terms. Any Quotation will remain open for acceptance for a maximum of thirty (30) days from the date of issue, or such other time as specified in the Quotation. CoverTel may withdraw a Quotation at any time
- 2.2 The Quotation will set out the following details:
- the Customer's name, address, and contact details, as well as the name, position, address and contact details for the Customer's contact person;
 - the nature of the Works to be provided pursuant to that Quotation;
 - the location at which the Works would be performed;
 - any specifications for the relevant Works;
 - the time frame within which the works would be supplied;
 - the price payable for the Works (or a means for calculating them on a time and materials basis);
 - any ancillary equipment or items to be supplied by CoverTel or by the Customer (specifying whom) and, if CoverTel is supplying them, the price payable for those items;
 - the amount (if any) payable by the Customer in advance of the Works commencing;
 - any amount to be paid in advance on account of any Deliverables; and
 - such other items as CoverTel considers relevant for that Quotation.
- 2.3 Once the Customer has accepted the Quotation and paid any amount contemplated by clause 2.2(i), CoverTel will commence providing the Works in accordance with these Terms and the Quotation. To the extent of an inconsistency between these Terms and a Quotation, the Quotation prevails.

3 Access and Cooperation

- 3.1 The Customer, must, where relevant or where otherwise requested by CoverTel, provide:
- CoverTel any necessary equipment, materials, information, assistance and personnel (including copies of plans or drawings in respect of the site at which the Works are undertaken (the "Site")); and
 - accurate information about project requirements, access, security procedures and any other matters within the Customer's knowledge or control that may assist CoverTel in performing its obligations under these Terms; and
 - a suitably qualified or informed representative of the Customer to advise CoverTel on the matters referred to in paragraph (b)
- 3.2 The Customer must ensure that:
- the Site and any item provided by the Customer complies with all applicable laws and standards relating to health and safety and protection of the environment;
 - all hazards at the Site have been removed or made safe prior to the Works commencing;
 - any safety procedures relating to the Site have been provided and demonstrated to CoverTel
- 3.3 The Customer acknowledges that the provision by CoverTel of Works is dependent on the Customer's compliance with this clause 3.

4 Delay

If the completion of the Works is delayed for any reason outside CoverTel reasonable control (including inadequate preparation of or access to the Site), CoverTel may charge the Customer for any reasonable cost and expenses CoverTel incurs as a result of the delay.

5 Alteration of Works

CoverTel may vary the scope of the Works without consultation with the Customer if, in CoverTel's opinion, the variation is reasonably necessary to complete the Works in accordance with the specifications. If the Customer seeks a variation to the scope of the Works, the Customer will provide reasonable notice and the parties may by agreement agree to such a variation and CoverTel may adjust the price payable by the Customer accordingly on a time and materials basis.

6 Invoicing and Payment

- 6.1 The price for the Works shall be as specified by CoverTel in the Quotation (or calculated on a time and materials basis)
- 6.2 Unless otherwise specified by CoverTel, all prices specified in a Quotation exclude:
- any tax, including any Goods and Services Tax within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST"), duty or impost levied in respect of the Works (other than any tax assessable on CoverTel's own income; and
 - costs and charges relating to insurance, transport (by any mode), travel, accommodation, and any other expenses incurred by CoverTel in carrying out its obligations under the agreement.
- 6.3 Payment is due within thirty (30) days of invoice unless CoverTel otherwise specifies in writing in a Quotation. If CoverTel does not receive payment by the due date, then without prejudice to its rights under these Terms or generally CoverTel may:
- charge the Customer interest on the amount outstanding at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic)(compounding daily);and/or
 - by written notice to the Customer, suspend the provision of any Work, whether under a particular Quotation or generally, until the Customer has paid the outstanding amount, interest and any amount payable under clause 6.4.
- 6.4 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a solicitor/own client basis) incurred by CoverTel in the enforcement of the Customer's obligations and the recovery of monies due from the Customer to CoverTel.
- 6.5 Any payments received from the Customer on overdue accounts will be applied first to satisfy interest which may have accrued, second to reasonable expenses and legal costs referred to in clause 6.4 and then to the principle amount outstanding.
- 6.6 CoverTel may revoke or withdraw any approval previously given to the Customer to extend credit to the Customer at any time and for any reason.
- 6.7 CoverTel is entitled to set-off against any money owing to the Customer amounts owed to CoverTel by the Customer on any account whatsoever.

7. Confidentiality

Neither party may, without the other party's prior written consent, disclose to any third party or use other than for the purposes of providing or maintaining the Works, any Confidential Information of the other party imparted to or obtained by it during or in connection with these Terms. This obligation of confidence will cease to apply in relation to information that the party is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach of any obligation of confidence by any party.

8. Intellectual Property Rights

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"Excellence in Telecommunication Services"



All intellectual property rights relating to the Works (including any design drawings, plans, software or any documentation)(the "Intellectual Property") remains the property of CoverTel or where applicable its licensors. The Customer will promptly notify CoverTel of any infringement or threatened infringement of any of CoverTel's intellectual property rights.

9. Warranties

- 9.1 CoverTel warrants that it will perform the Works with due care and skill using appropriately trained and qualified personnel. Any materials or equipment that CoverTel supplies that are incidental to the Works will be provided subject to the terms and conditions set out in CoverTel's Terms and Conditions for "supplies". The Customer shall inspect the Works within 14 days after they have been completed and promptly notify CoverTel of any material non-compliance with the relevant specifications (as set out in the Quotation) or material defects in workmanship. In that event CoverTel will rectify the defective or non-compliant works. The Customer agrees to cooperate with CoverTel to minimize any costs associated with doing so.
- 9.2 Except for the express warranties set out in these Terms, to the extent permitted by law, CoverTel expressly excludes all conditions and warranties. Where legislation excludes all condition or warranty ("non-excludable term"), and that legislation avoids or prohibits provisions in a contract excluding, or modifying the application or exercise of or liability under such a non-excludable term, that non-excludable term is deemed to be included in these Terms. However CoverTel's liability for any breach of that non-excludable term is limited, at CoverTel's option, to the supply of equivalent goods or services, or paying the cost of supplying equivalent goods or services.

10. Liability and Indemnity

- 10.1 CoverTel and its officers, agents, subcontractors, representatives and employees ("Associates") are not liable in respect of any indirect, punitive, special, incidental, or consequential damage in connection with or arising out of breach of these Terms or any connection with or arising out of a breach of the Terms or any Quotation (including for loss of profits, loss of production, loss of goodwill or business reputation, loss or damage due to business interruption) which may be suffered or incurred or which may arise in respect of a failure or omission on the part of CoverTel to comply with its obligations under these Terms or Quotation.
- 10.2 CoverTel and its Associates are not liable for breach of any of its obligations, to the extent that the act or omission of that party which would constitute such a breach, or give rise to liability, is caused by an act or omission on the part of the Customer.
- 10.3 CoverTel's (and its Associates') total liability, if any, arising out of these Terms and any Quotation, shall in no event exceed the total price paid by the Customer for the Works.

11. Termination

- 11.1 CoverTel may terminate its agreement under these Terms or any Quotation by written notice to the Customer if the Customer:
- breaches any term of these Terms and the breach is not capable of remedy or the Customer does not remedy that breach within (14) days of written notice;
 - becomes insolvent, or commits any act of insolvency, compounds with its creditors, has judgement entered against it in any court or, being a company, has a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed (an "Insolvency Event");
 - being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
 - being a natural person, dies; or
 - ceases or threatens to cease conducting its business in the normal manner.
- 11.2 If CoverTel gives the Customer a notice under clause 11.1;
- All sums then outstanding will become immediately due and payable to CoverTel if the Customer suffers an Insolvency Event, or defaults in paying any other sums due to CoverTel, not withstanding the provisions of any other clause in these Terms;
 - CoverTel may, in addition to terminating the agreement under these Terms or the Quotation;
 - retain any monies paid by or on behalf of the Customer
 - charge the Customer a reasonable sum for work performed for which CoverTel has not previously rendered an invoice;
 - be regarded as discharged from any further obligations under that agreement; and
 - pursue any additional or alternative remedies provided by law.

12 Force Majeure

- 12.1 CoverTel will not be liable to the Customer or to any third party for any non-performance or delay in the performance of its obligations under these Terms or a Quotation, if a Force Majeure causes the non-performance or delay, and CoverTel gives the Customer notice of it. In no event will this provision affect the Customer's obligation to make any payment to CoverTel.
- 12.2 If a Force Majeure delays or prevents CoverTel from performing its obligations for a period exceeding sixty (60) days, CoverTel may immediately terminate the agreement in respect of particular Works by written notice the Customer
- 12.3 For the purposes of this clause 12 "Force Majeure" means a circumstance beyond CoverTel's reasonable control which results in CoverTel being unable to observe or perform on time an obligation under these Terms or a Quotation.

13 Sub Contracts

CoverTel may engage third parties on a sub contract or consultancy basis, to provide or to assist in the provision of the Works.

14 Engagement not Exclusive

CoverTel is providing Works to the Customer on a non-exclusive basis and may provide services the same or similar in nature as the Works to any other party provided that in doing so it does not breach any obligation of confidentiality to the Customer under clause 7.

15 General Provisions

- 15.1 These Terms and any Quotation are governed by and will be interpreted according to the laws of Victoria, and CoverTel and the Customer consent and submit to the jurisdiction of the courts of Victoria.
- 15.2 Nothing under these Terms or a Quotation constitutes a relationship of employer and employee, principal and agent, joint venture or partnership between CoverTel and the Customer.
- 15.3 If any provision of these Terms or a Quotation proves to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason, that provision is deemed omitted without affecting the remaining provisions and the remaining provisions of these Terms and a Quotation shall continue in full force and effect.
- 15.4 Any notice required or contemplated by these Terms or a Quotation is deemed to have been properly given if it is in writing, properly addressed and delivered personally or mailed postage prepared addressed or by fax to the Customer or CoverTel at their addresses set out in the Customer's Credit Application, or such other addresses nominated by a party in writing.
- 15.5 In these Terms and a Quotation, unless the contrary intention appears;
- clause headings are for ease of reference only and are not relevant to interpretation;
 - a reference to a clause number includes a reference to its sub clauses;
 - words in the singular include the plural and vice versa;
 - words importing a gender include any other gender;
 - a reference to a person includes bodies corporate and unincorporated associations and partnerships;
 - where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings, and;
 - monetary references are references to Australian Currency