

## TERMS AND CONDITIONS

- 1. PURPOSE**
  - 1.1 dormakaba provides access solutions in the form of door hardware, entrance systems and electronic access devices to a wide range of industries, including to corporate, government, healthcare and shopping centre customers.
  - 1.2 As part of dormakaba's offering, dormakaba can deliver tailored preventative service and maintenance plans, not only for dormakaba products but also for any automatic, manual, industrial, physical access solutions, domestic and / or other doors or gates.
  - 1.3 Appropriate preventative servicing can reduce the potential of breakdowns, prolong service life and supporting compliance with Australian Standards and Legislation.
  - 1.4 The Customer has requested dormakaba to provide the Customer with the Services for the Equipment.
  - 1.5 dormakaba agrees to provide the Customer with the Services for the Equipment on the terms and conditions of this Agreement.
- 2. THE SERVICES**
  - 2.1 In consideration of the Customer paying to dormakaba the Service Fee (or part thereof) by each relevant Payment Date without set-off, deduction or counterclaim, dormakaba agrees to:
    - (a) provide the Services in relation to the Equipment for each Service Term; and
    - (b) offer the Customer the Contracted Breakdown Call Out Fee, the Contracted Additional Labour Charges for any assistance the Customer requests dormakaba provide beyond the Services; and
    - (c) priority services from the Start Date of the Term, in accordance with the terms and conditions of this Agreement.
- 3. PROVISION OF THE SERVICES**
  - 3.1 The Customer acknowledges and agrees that:
    - (a) the Services will only be provided during the Standard Hours, unless dormakaba have agreed to provide the Services After Hours and this is reflected on the first page of this Agreement;
    - (b) it may be necessary for dormakaba to engage subcontractors to perform the Services from time to time, for whom dormakaba will be responsible;
    - (c) Unless stated otherwise in this Agreement, the Customer does not require dormakaba to make a booking prior to undertaking the Services specified on the first page of this Agreement.
    - (d) any amounts payable by the Customer to dormakaba under this Agreement will increase on each anniversary of the Start Date in accordance with the higher of the most recently announced quarterly Consumer Price Index (annual movement) or Fair Work Australia adult minimum award wage increase, except in the case of the annual Service Fee if it is specified elsewhere in this Agreement;
    - (e) The Customer will not permit or allow any other person or entity to service or perform maintenance on the Equipment (in any form) at any time during the Term; this includes any additional pre-approved threshold spend.
    - (f) The Customer will promptly provide dormakaba with any information and/or documents dormakaba reasonably requests relating to the Equipment and/or the Service Location, including any product details, installation records or maintenance history of the Equipment prior to the Service Start Date;
    - (g) The Customer will make suitable arrangements so dormakaba can properly and safely access the Equipment to perform the Services, including providing any facilities (such as electricity and water) which may reasonably be required.
- 4. EXCLUSIONS**
  - 4.1 The scope of the services which dormakaba will be providing under this Agreement extends only to those Services as defined in this Agreement (and no further).
  - 4.2 dormakaba will not be:
    - (a) repairing any damage or defects to the Equipment, including but not limited to any:
      - (i) fair wear and tear;
      - (ii) damage caused or contributed to by any misuse, lack of care, neglect, deliberate act, abnormal operating conditions or alterations;
      - (iii) improper installation of the Equipment by anyone other than dormakaba; and/or
      - (iv) failure on the Customer's part to adhere to any specifications or recommendations of the manufacturer of the Equipment;
    - (b) responsible for ensuring the Customer's compliance with any applicable laws regarding the use of the Equipment; or
    - (c) arranging or checking that the Customer have obtained (or are maintaining) all necessary certifications, licences, permits or other authorisations required to operate the Equipment.
  - 4.3 The Customer further acknowledges and agrees that the Annual Service Fee does not cover any costs associated with:
    - (a) the hire or supply of any special equipment necessary to carry out the Services, for example elevated work platforms, which will be on-charged; and/or
    - (b) any repairs to or replacement of the Equipment or any part of it which may become necessary from time to time, as contemplated in clauses 5 and 6.
- 5. REPLACEMENT PARTS**
  - 5.1 Where the Customer does not have a pre-approved threshold and dormakaba identifies in the performance of the services that any part/s of the Equipment need to be replaced and/or repaired to ensure the ongoing safe and proper operation of the Equipment, dormakaba will:
    - (a) prepare and provide the Customer with a written quote (the Quote) which will outline details of:
      - (i) the works necessary, including the cost of any parts or components; and
      - (ii) the Contracted Additional Labour Charge (in total); and
    - (b) carry out the repairs as soon as reasonably practicable after dormakaba are in possession of any relevant parts and the Customer give dormakaba written notice to proceed as per the Quote, except in the case of urgent matters or in an emergency in which case the repairs will be undertaken as agreed by the parties and as soon as possible.
  - 5.2 The Customer must promptly pay to dormakaba, no later than thirty (30) days after demand, any costs or expenses incurred by dormakaba pursuant to this clause which are reflected in the Quote.
  - 5.3 The Customer acknowledge and agree that:
    - (a) upon dormakaba starting to undertake the repairs, dormakaba may identify further issues with the Equipment which will necessitate further repair and/or replacement; and
    - (b) it may be necessary for dormakaba to issue a revised version of the Quote or a Variation of this Agreement, or additional quotes, which may in turn potentially increase the costs payable by the Customer.
- 6. BREAKDOWNS**
  - 6.1 If at any time during the Term, the Equipment breaks down, malfunctions or the Customer otherwise requests dormakaba's assistance to inspect the Equipment and/or carry out repairs beyond the Services ('Reactive Works'), dormakaba agrees to provide same within a reasonable time of receiving the Customer's request as agreed between the parties.
  - 6.2 The Customer acknowledges that dormakaba will charge the Customer the appropriate Contracted Breakdown Call Out Fee and Contracted Additional Labour Charge for any assistance provided pursuant to this clause.
  - 6.3 If upon inspection dormakaba determines that repairs to the Equipment are necessary, the exclusions outlined in clause 4 of this Agreement will apply.
- 7. RELEASE AND INDEMNITY**
  - 7.1 To the extent permitted by law, the Customer agrees to:
    - (a) release dormakaba from, and agree that dormakaba will not be liable for, any claim, demand, action, suit, proceeding, damage, cost, expense or any other form of loss (Loss) which the Customer or any other person or entity may suffer or incur, arising out of or in connection with the provision of the Services; and
    - (b) indemnify dormakaba (and keep dormakaba indemnified) against any Loss which dormakaba may suffer or incur arising out of or in connection with:
      - (i) the provision of the services;
      - (ii) any damage or loss to property, or injury or death to any person, caused or contributed to by the Customer's act, omission, negligence or default; and/or
      - (iii) any breach of this agreement by the Customer, or any related parties, except to the extent any such Loss (other than consequential loss) is caused by dormakaba's own negligence.
- 8. DEFAULT AND TERMINATION**
  - 8.1 If the Customer:
    - (a) fails to pay the Annual Service Fee (or any part thereof) on or before each relevant Payment Date within thirty (30) days of the relevant Payment Date;
    - (b) is bankrupt, insolvent, enter into any form of external administration, liquidation, receivership or scheme or arrangement with creditors or are wound up or dissolved, have a controller or receiver and manager appointed or are otherwise unable to pay your debts as and when they fall due; or
    - (c) is in breach of, or fails to promptly comply with, any of the terms and conditions of this Agreement ('Default'), dormakaba may, in addition to any other rights dormakaba has at law or otherwise, immediately terminate this agreement if the Customer has not remedied the Default to dormakaba's satisfaction within seven (7) days of having been given written notice by dormakaba to do so.
  - 8.2 The Customer may terminate this agreement at any time during the Term. The Customer must do this in writing in accordance with the Notice provisions of this Agreement and provide at least thirty (30) days' notice when doing so. dormakaba reserves the right to charge the Customer the fee for services rendered up to the date of termination.
- 9. GENERAL**
  - 9.1 **Renewal and Extension of Term**
    - (a) The Customer shall receive a written notification from dormakaba before the term of this Agreement is to expire.
    - (b) The Customer may elect to extend the term of the Agreement in writing for a minimum period of 1 year and a maximum period of 3 years.
    - (c) The parties acknowledge in writing that the terms of this Agreement will continue to apply to the extension periods.
    - (d) Pricing Adjustment for Renewal/Extension will be determined in accordance with the higher of the most recently announced quarterly Consumer Price Index (annual movement) or Fair Work Australia adult minimum wage increase.
  - 9.2 **Assignment**
    - (a) The Customer must not transfer or assign the benefit of this agreement without obtaining dormakaba's prior written consent, which will not be unreasonably withheld.
  - 9.3 **Intellectual Property**
    - (a) The parties agree that any intellectual property rights in the dormakaba's products or services remains the property of dormakaba and will not be assignable or transferable to the Customer.
  - 9.4 **Confidentiality**

The party's must not disclose any information whether in writing or otherwise relating in any way to the provision of the Services, the Equipment or the parties' business generally, including but not limited to the Intellectual Property, which may be disclosed to the Customer (or otherwise obtained by the Customer) under or in any way connected with this agreement (including the terms of this agreement), except:

    - (a) if the parties have obtained the other's prior written consent;
    - (b) the disclosure is to the parties' legal or accounting advisors, and only to the extent reasonably necessary for them to provide the party with professional advice and subject to the party's adviser being bound by a professional duty of confidentiality; or
    - (c) to the extent where disclosure is compelled and/or required by law, if the party first give reasonable notice to the other that such disclosure is required.
  - 9.5 **Force Majeure**

dormakaba may suspend the performance of, or elect to terminate, this agreement if dormakaba's ability to perform on time dormakaba's obligations under this agreement are significantly impacted by any circumstance or event beyond dormakaba's reasonable control, including any acts of God, storms, tidal surges, cyclones or any other form of inclement weather, acts of war, terrorism, malicious damage and/or strikes.
  - 9.6 **Waiver**

No right under this Agreement will be deemed to be waived except by notice in writing and any such waiver will not prejudice any rights relating to a subsequent breach.
  - 9.7 **Variation**

The provisions of this agreement shall not be varied, except by where agreed by both parties and evidenced in writing.
  - 9.8 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
  - 9.9 **Severability**

If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement will otherwise remain in full force and effect apart from that provision which will be deemed deleted, so long as the deletion does not materially alter the rights and obligations of the parties under this Agreement.
  - 9.10 **Governing Law**

This Agreement will be governed by, and construed in accordance with, the laws in force in the State in which the Services are provided. Each party submits to the exclusive jurisdiction of the courts of the State

## TERMS AND CONDITIONS - CONTINUED

<p>in which the Services are provided.</p> <p>9.11 Notices Any notice or other communication to or by a party to the Agreement must be in legible writing and in English and may be delivered by hand, post, or electronic mail.</p> <p>9.12 Costs Each party must bear its own costs in relation to this Agreement, except in relation to any enforcement by dormakaba of a breach (or alleged breach) by the Customer of this Agreement.</p> <p>9.13 Currency The parties acknowledge that any reference to the term dollars or to the symbol \$ in this Agreement means Australian dollars (AUD).</p> <p>9.14 No Agreement Until Signed The Customer acknowledges that despite dormakaba having filled out the first page of this Agreement with details specific to the Services dormakaba will be providing to the Customer.</p> <p>9.15 Insurance (a) The parties agree that the Services dormakaba provide to the Customer are covered under dormakaba's public and products liability insurance. (b) The parties agree that professional indemnity insurance is not applicable to the Services being performed under this Agreement. Any advice provided on dormakaba's products and services is covered under dormakaba's public and products liability insurance. (b) The Customer will maintain all necessary insurances covering its Equipment for reasonable amounts. (c) Each party will provide copies of Certificates of as evidence of their insurances to the other party upon request.</p> <p>9.16 Payment (a) All fees and other charges are exclusive of GST (Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999), unless expressly stated otherwise. (b) dormakaba shall invoice Service Fees monthly in arrears, unless otherwise agreed by both parties in writing. (c) The Customer shall pay invoices no later than 30 days from the end of the month of the invoice date unless otherwise agreed by both parties in writing. (d) The Customer shall pay dormakaba the Standard Charge Out Rate for each hour, plus expenses incurred by dormakaba in providing materials required to perform the Out of Scope Work. (e) In addition to dormakaba's other rights, dormakaba may charge the Customer interest on overdue amounts at an amount equivalent to the General Interest Charge rate published by the general interest charge rate. (f) The Customer may only dispute all or any part of the amount of an invoice if the Customer provides dormakaba with a written notice no later than fourteen (14) days after the date of the invoice, which identifies the invoice line item being disputed and details the basis for each disputed line item (that notice is an "Invoice Dispute Notice"). The parties shall use reasonable efforts to resolve valid Invoice Dispute Notices. If the parties are unable to resolve the dispute within ten (10) Business Days after the date of an Invoice Dispute Notice, either party may refer the matter for dispute resolution under this Agreement. (g) The Customer may withhold amounts specified in an Invoice Dispute Notice but must pay all undisputed amounts. Once the dispute is resolved, the Customer shall pay, or dormakaba shall credit, as the case may be, amounts due within fourteen (14) days after resolution of the dispute. (h) Unless otherwise agreed in writing between the parties, dormakaba may adjust the Service Fees annually by giving the Customer at least thirty (30) days' written notice and the increase applied will be the greater of: (i) an increase in operating costs, changes in existing laws or new laws, changes in contractual arrangements or costs with third-party providers, and an increase in the costs of materials any of which directly or indirectly increase the cost of supplying the Services under this Agreement; or (ii) in accordance with the higher of the most recently announced quarterly Consumer Price Index (annual movement) or Fair Work Australia adult minimum award wage increase.</p> <p>9.17 Liability Limitations (a) If a warranty, condition or guarantee is implied by the Competition and Consumer Act 2010 (Cth) or other relevant legislation which may not be excluded, restricted or modified by agreement, then dormakaba's liability for any breach of such an implied warranty, condition or guarantee is limited to:</p>	<p>(i) the resupply of the relevant Service (ii) the payment to the Customer of the cost of having the Service provided again; or (iii) the Service Fee paid under this Agreement.</p> <p>(b) To the extent permitted by law, a party's aggregate liability to the other party for all proven and direct loss and damage (except for personal injury, death to any person, or loss or damage to property of the other party) arising from a breach of the Agreement, or a claim under common law or tort (including negligence) is limited, to the Service Fees payable by the Customer (or on the Customer's behalf) under this Agreement.</p> <p>(c) To the extent permitted by law and notwithstanding any other provisions of this Agreement, dormakaba, the Customer, and each of their officers, employees, agents or contractors are not liable for any incidental, special, indirect, punitive or consequential damages. For the purposes of this clause and without limitation, loss and liability incurred by the Customer due to downtime costs, lost profits, lost revenue, lost reputation, loss of use, loss of goodwill and failure to realise anticipated savings are deemed to be damages of a consequential nature.</p> <p>(d) If dormakaba provided recommendations to the Customer to rectify or mitigate issues with the Customer's Equipment and the Customer did not implement the recommendations, and those issues caused or contributed to loss or liability being incurred by the Customer, the Customer irrevocably releases dormakaba from, and indemnifies dormakaba against, any such loss or liability.</p> <p>(e) dormakaba is not liable to the Customer for, and the Customer irrevocably releases dormakaba from all claims arising out of or in relation to, any loss or damage suffered by the Customer if such loss or damage was caused by the Customer's business continuity and disaster recovery plan being faulty or inadequate, in that it failed to provide for the usual courses of action that would have prevented such loss or damage.</p> <p>9.18 Modern Slavery For the purposes of this clause, Modern Slavery shall have the meaning given to it in the Modern Slavery Act 2018 (Cth), and dormakaba shall: (a) take commercially reasonable steps to identify, assess and address risks of Modern Slavery practices in its operations and supply chains; (b) notify the Customer of any actual instances of Modern Slavery practices within its operations and supply chains, but only where relevant or applicable to the Services, as soon as reasonably practicable upon becoming aware of such instances (and any relevant action taken); and (c) publish its Modern Slavery statement on the relevant Australian government website.</p> <p>9.19 Dispute Resolution (a) This clause does not apply where urgent interlocutory relief is required, or where the dispute relates to amounts not paid by the Customer that are not subject to a valid Invoice Dispute Notice in accordance with the provisions within this Agreement concerning Notice. (b) Neither party will commence court proceedings or other action against the other party under or in connection with the Agreement unless it has first attempted to resolve the dispute under this. (c) A party claiming that a dispute has arisen under the Agreement shall give the other party a notice setting out details of the dispute (Dispute Notice) and, within a period of five (5) Business Days after the Dispute Notice is given (or longer period if the parties agree in writing), representatives of the parties must meet and shall use reasonable endeavours to resolve the dispute. (d) If the dispute is not resolved, the Chief Financial Officers (or equivalent) of the parties must meet and use reasonable endeavours to resolve the dispute within 10 Business Days after the date of the Dispute Notice. If the dispute is not resolved within fifteen (15) Business Days after the date of the Dispute Notice, either party may commence legal proceedings in a court of law.</p> <p>9.20 Privacy and Customer Data (a) dormakaba complies with the Privacy Act 1988 (Cth) "Privacy Act" and only processes, uses or discloses Personal Information received from the Customer for the purposes of performing dormakaba's obligations to the Customer in accordance with dormakaba's privacy policy, or as required by law. (b) The Customer shall comply with its obligations under the Privacy Act, including the Notifiable Data Breaches Scheme established under Part IIIC of the Privacy Act. (c) Unless otherwise agreed in writing by the parties Customer Data may be processed outside Australia, including in connection with the provision of remote support or if disclosed to dormakaba by email.</p>	<p>9.21 Warranty (a) The warranty or warranties that dormakaba provides to the Customer under this Agreement can be found: <a href="#">dk.world/au_warranty_document</a></p> <p>10. DEFINITIONS AND INTERPRETATION In this Agreement, the following definitions apply: <b>Additional Labour Charges</b> is as noted in Section 3 of this Agreement. <b>After Hours</b> refer to the details stated in Section 3 of this Agreement. <b>Agreement</b> means this Agreement. <b>Breakdown Call Out Fee</b> refers to the amount noted in Section 3 of this Agreement. <b>Business Day</b> means a day that is not a Saturday, Sunday or public holiday between 8:00am and 4:00pm on Business Days local time in the State in which the Services are to be performed. <b>Call Out Service Fee</b> refers to the amount noted in Section 3 of this Agreement. <b>Confidential Information</b> means non-public information that relates to the disclosing party's business operations, financial condition, customers, products, services or technical knowledge, including the terms and conditions of the Agreement, except as otherwise specifically agreed in writing by the parties. <b>Consumer Price Index or CPI</b> means (Weighted Average Eight Capital Cities) published by the Australian Bureau of Statistics and calculated as the percentage increase between the CPI for the quarter preceding the previous review date and the CPI for the quarter immediately preceding the current review date. <b>Customer</b> means the entity defined as the customer in a this Agreement or any document detailing the Services, or if the customer is not so defined, the entity receiving Services from dormakaba. <b>Customer Data</b> means the Customer's data (which may include Confidential Information disclosed to dormakaba by the Customer) that is held, accessed or used by dormakaba. <b>Equipment</b> means the physical or virtual equipment set out in the relevant this Agreement and is the property of the Customer. <b>Force Majeure</b> means any circumstances beyond the reasonable control of a party, including natural causes (such as fire, lightning, earthquake, flood, storm), explosion, industrial dispute and acts of terrorism. <b>GST</b> means the goods and services tax prescribed under the GST Act or any replacement or subsequent similar tax. <b>Intellectual Property</b> means all intellectual property rights, including current and future registered and unregistered rights, in respect of copyright, patent, patent applications, designs, design applications, trade mark, trademark applications, service marks, trade names, business names, eligible layout right or similar right, whether registered or not any invention, discovery, trade secret, know-how, computer software, technical information, Confidential Information, any other rights resulting from intellectual activity in any field and any grant of registration for or title to anything referred to in this paragraph. <b>Out of Scope Work</b> means any services performed or work provided by dormakaba upon request by the Customer that is not included in the Services. <b>Personal Information</b> has the meaning defined in the Privacy Act 1988 (Cth). <b>Service Fees</b> means the fees for the Services as set out in this Agreement. <b>Service Start Date</b> means the date set out in this Agreement. <b>Service Term</b> means the period commencing from the Service Start Date until the expiration of the Service Term, as set out in this Agreement. <b>Services</b> means the services described in section 2 of this Agreement. <b>Standard Charge Out Rate</b> means the hourly rates charged for Out of Scope Work as published and/or provided by dormakaba to the Customer from time to time. <b>Standard Hours</b> refer to the details stated in Section 3 of this Agreement. <b>Term</b> means the Service Term and each further term.</p>
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