

## **TERMS AND CONDITIONS FOR PROVISION OF SERVICE**

### Recitals

- A. UHS is engaged in the business of transporting IP broadband and/or digital wireless alarm signals ("Service").
- B. UHS is also engaged in the sale of proprietary alarm system equipment ("Products").
- C. A monitoring alarm agency will receive the transported alarm signals from UHS at a designated location using UHS receiving Products (hereafter called the "Alarm Agency").
- D. A dealer will install UHS's proprietary product into the Subscribers' premises, having already a signed Agreement in place with UHS and will contract for Service from an authorized Alarm Agency (hereafter called the "Dealer" or "Dealers").
- E. UHS is offering the Alarm Agency and/or Dealer the right to market and provide the Service and Products to Subscribers.
- F. The Alarm Agency desires to market the Service to Dealers who will offer the Service to Subscribers.

### 1. Definitions

UHS:	Shall mean UHS Pty Ltd.
Alarm agency and/or dealer:	Shall mean the company, firm, or persons to whom the offer is addressed and shall include executors, administrators, successors and permitted assigns.
GST and Taxable Supply:	Shall have the meaning given in A New Tax System (Goods and Services Tax) Act 1999

### 2. General

These Terms and Conditions apply to the services included in the current issue of UHS's price lists or, where an offer is made, they shall form part of that offer. No variation or cancellation of any of these conditions shall be binding on UHS unless agreed to by UHS in writing.

### 3. Precedence, Partial Invalidity

If there is any inconsistency or variance in the Conditions of the offer and these Conditions then the former shall prevail. In the event of one or more clauses of these Conditions or any included in UHS's offer being held by a Court of Law to be legally invalid or unenforceable the remainder of such Conditions shall in no way be affected.

### 4. Acceptance

Unless previously revoked by written notification to the Alarm Agency and/or Dealer, UHS's offer shall remain valid for the period as stated in the offer or, where no such period is stated, for thirty (30) days from the date thereof.

- 4.1 Non-Exclusivity. UHS has the right to distribute UHS's products and services within the Alarm Agency's market area, or portions thereof, through other Alarm Agencies, whether already in existence or subsequently appointed by UHS.
- 4.2 The Alarm Agency Acceptance. The Alarm Agency represents that it will use its reasonable efforts to promote vigorously the sale of UHS's products and services and respond promptly to all inquiries and requests within the marketing area for information relative to UHS's service.

### 5. Price, Terms, Payments

- 5.1 All of UHS's Products and Services purchased pursuant to this Agreement are subject to UHS's price, terms, and limited warranty.
- 5.2 The Alarm Agency understands and agrees to pay UHS all monthly recurring Service fees in accordance with the agreed pricing schedule. The Alarm Agency understands and agrees to pay UHS all wireless excess messaging charges.

### 6. Marketing Support

UHS will provide marketing materials at the cost indicated on UHS's price list as of the date hereof and as may be amended from time to time.

### 7. Cancellation or Variation

- 7.1 A service may at UHS's option be terminated in the event of insolvency of the Alarm Agency and/or Dealer or of execution being levied against any of the goods of the Alarm Agency and/or Dealer or the Alarm Agency and/or Dealer being placed in liquidation whether voluntary or otherwise
- 7.2 A service may be cancelled or varied by the Alarm Agency and/or Dealer only if such cancellation or variation is accepted by UHS in writing and any such variation or cancellation shall only occur on terms which will reimburse UHS for any costs or loss (including but not limited to loss of profit) incurred.

## 8. Sales Tax, GST and other Government Imposts

- 8.1 The prices offered are exclusive of Sales Tax, GST or other Government Imposts. Should Sales Tax, GST or other Government Imposts become applicable the Alarm Agency and/or Dealer shall pay those amounts in addition to the prices offered.
- 8.2 If GST is payable in relation to a Taxable Supply the amount payable for that Taxable Supply will be the amount payable in accordance with this agreement plus GST

## 9. The Alarm Agency Responsibilities; Representations and Warranties

- 9.1 The Alarm Agency represents that it and its Dealers have experience, skills, facilities and personnel to perform the activities set forth below. The Alarm Agency further represents that it and its Dealer(s) shall have and maintain all licenses, permits and registrations required under local, state and federal laws for performance of their obligations. It is expressly understood and agreed that UHS does not, and is not expected to, perform any of the following activities, which activities are the sole responsibility of the Alarm Agency and/or Dealer:
- 9.1.1 Post-installation support
  - 9.1.2 Post-installation testing of Equipment
  - 9.1.3 Contracting with and otherwise providing service to the Subscriber
- 9.2 Neither the Alarm Agency nor its salespeople will make claims, representations or warranties about UHS's services or products inconsistent with or in addition to the current printed materials of UHS distributed to the Alarm Agency for marketing purposes.
- 9.3 The Alarm Agency understands and agrees that any claims of non-performance of UHS's Products or Service must be in writing from the Alarm Agency to UHS.

## 10. Warranty

- 10.1 UHS's Service and Products is provided without warranty and subject to the following limitations of liability: except as limited by law, the liability of UHS for any loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in UHS's service or products or transmission of UHS's service or for losses or damages arising out of the failure of UHS to maintain proper standards of maintenance and operation shall not exceed the greater of the amount paid by the subscriber for UHS's service or \$250.00. UHS shall not have any liability for any mistake, omission, interruption, or defect that does not last for at least 24 hours. UHS shall not be liable for any mistake, omission, interruption or defect in UHS's service caused by the negligence or willful act of the alarm agency, dealer, subscriber, or other third parties or when caused by acts of god, fire, war, riots, government authorities, default of supplier, or other causes beyond the control of UHS, including without limitation defect in or failure of products provided by the alarm agency or any party other than UHS.
- 10.2 UHS shall not have any liability for incidental or consequential damages resulting from any default or breach of duty by UHS's provider
- 10.3 UHS's service is provided without warranty of any kind, whether express or implied, including any warranty of merchantability and any warranty that UHS's service is fit for any particular purpose.
- 10.4 UHS shall make good by repair or, at UHS's option, by replacement within a reasonable time after notification by the Purchaser defects caused by UHS's failure to comply with the contract, or which appear on the goods arising from faulty design, material or workmanship provided always that
- such goods have been properly handled and used and have been operated and maintained in accordance with instructions issued by UHS and
  - such defects (whether apparent or not) occur within a period of
    - (i) twelve (12) months after the goods have been delivered
- Or
- (ii) fifteen (15) months from the date of notification of readiness for despatch whichever period first expires and
  - UHS is notified in writing within seven (7) days of the alleged defect occurring and the Purchaser has stated the date and place of purchase.

UHS shall not be liable for goods of a consumable nature, or those having a low rated service life such as electric lamps, electronic valves and glass components or where any unauthorised repair or alteration to the goods has been performed by the Purchaser or others.

This express warranty is in lieu of any other rights that would otherwise be conferred on the Purchaser under any law save that this express warranty does not exclude any conditions or warranties implied into this contract by the provisions of the Trade Practices Act or by any other Federal or State Laws to the extent that such condition or warranties may not be excluded by express agreement.

- 10.5 Alarm Agency and Dealer shall defend, indemnify and hold harmless UHS and its affiliates and their respective officers, directors, employees and agents against all claims, suits, losses, damages (consequential or direct) and expenses (including reasonable legal fees) ("Claims") caused by or resulting from improper use of UHS's Service by Alarm Agency, Dealer and Subscribers and/or from any breach by Alarm Agency and/or Dealer of this Agreement

#### 11. Liability of UHS

Subject to clause 10 UHS shall not be under any liability whether in contract, tort or otherwise from any cause whatsoever, whether occasioned by negligence or otherwise, for any injury, damage or loss, including consequential damage or loss whether to persons or property, arising out of this contract or the service supplied pursuant hereto including any defects therein or anything connected therewith or with repair or replacement or any other work related thereto.

#### 12. Legal Construction

The contract shall be construed and operate in conformity with the laws of the State of New South Wales which is hereby deemed to be the proper Law of the Contract.

#### 13 Termination

Cause for termination. This Agreement will terminate if:

- (a) as provided in clause 7.2, with thirty (30) days written notice from either party prior to the end of the then current term;
- (b) If the Alarm Agency and/or Dealer
  - i) being a person, dies or commits an act of bankruptcy
  - ii) being a company, takes or shall have taken against it any action for the winding up of the company or the placing of the company under official management or receivership other than for purposes of reconstruction or if a receiver, manager, controller, liquidator, administrator, mortgagee in possession or like officer is appointed over part or all of the Alarm agency and/or Dealer's assets then UHS at its option and without prejudice to any other rights it may have under the contract or at Law, shall give notice in writing to the Alarm Agency and/or Dealer and after fourteen (14) days from such notice may, unless otherwise provided by Law,
    - 1) terminate the contract and suspend service
    - 2) retain any security given or moneys paid by the Alarm Agency and/or Dealer and apply this against the assessed loss and damages incurred by UHS in the performance of the contract.
- (c) The service may be terminated if on the thirtieth (30) day after either party gives the other notice of a material breach by the other of any term or condition of this Agreement or of any Agreement between UHS and the Alarm Agency and/or Dealer relating to the products or service, unless the breach is cured before that day.