

TERMS & CONDITIONS OF TRADING

1. Firewatch Safety Results Group Pty Ltd may, at its absolute discretion, sell or supply goods or services ("the goods") to the Customer, as requested by the Customer from time to time, on credit.
2. The Customer will, without further notice from Firewatch Safety Results Group Pty Ltd, pay the whole amount of any debit balance shown on an invoice ("Amount(s) Payable") on or before the 30th day from when the invoice was issued ("the Due Date"). Without limiting the generality of the foregoing, the expression Amount(s) Payable shall include any service fee or accounting administration fee or any other charge, cost or expense payable by the Customer to Firewatch Safety Results Group Pty Ltd pursuant to this Agreement.
3. The Customer acknowledges and agrees that:
 - 3.1 Firewatch Safety Results Group Pty Ltd may without notice set or change or limit credit in relation to the Credit Account and Firewatch Safety Results Group Pty Ltd agreement to open the Credit Account does not entitle the Customer to any particular amount of credit;
 - 3.2 Firewatch Safety Results Group Pty Ltd may without notice refuse to open a Credit Account, close a Credit Account and/or refuse to extend any further credit to the Customer on any account; and
 - 3.3 Firewatch Safety Results Group Pty Ltd may without notice refuse or limit further credit or suspend or terminate the supply of goods or services or the granting of any rights under this Agreement where any Amount(s) Payable on any Credit Account whatsoever, remain(s) unpaid after the due date.
4. The Customer acknowledges and agrees that:
 - 4.1. the goods are at the Customer's risk from:
 - a) Where the goods are to be delivered, from the time they are placed on the vehicle to transport them from Firewatch Safety Results Group Pty Ltd premises; or
 - b) where the goods are to be collected, from notification by Firewatch Safety Results Group Pty Ltd that the goods are available for collection, and in any case despite any subsequent return or re-taking of possession by Firewatch Safety Results Group Pty Ltd.
 - 4.2. Without limiting the generality of clause 4.1, whether or not the risk has passed, Firewatch Safety Results Group Pty Ltd is under no liability in respect of any damage caused to, or any deterioration of, the goods during the course of transit and Firewatch Safety Results Group Pty Ltd by the terms of this agreement expressly excludes any implied undertaking that the goods (including any packaging of the goods) are capable of enduring any transit.
5. The property in any goods sold and delivered by Firewatch Safety Results Group Pty Ltd to the Customer shall not pass to the Customer until the Customer has paid the purchase price for the goods in full. Notwithstanding the passing of risk as described in clause 4:
 - 5.1. all goods delivered by Firewatch Safety Results Group Pty Ltd to the customer remain the property of Firewatch Safety Results Group Pty Ltd until all the money owing to Firewatch Safety Results Group Pty Ltd has been paid in full. Until that time the customer may sell the goods in the ordinary course of business as agent for Firewatch Safety Results Group Pty Ltd, and the proceeds shall be held in trust for and as the property of Firewatch Safety Results Group Pty Ltd. The customer, in the capacity of trustee, shall not assign any property held in trust on behalf of Firewatch Safety Results Group Pty Ltd to any third party. Prior to any sale by the customer, the customer shall hold possession of the goods for and on behalf of Firewatch Safety Results Group Pty Ltd as bailee in a fiduciary capacity for Firewatch Safety Results Group Pty Ltd and shall return the goods to Firewatch Safety Results Group Pty Ltd on demand. The customer shall separately store goods delivered by Firewatch Safety Results Group Pty Ltd until title in them has passed.
 - 5.2. the customer agrees that if any amount payable is not paid by the due date in accordance with this agreement, Firewatch Safety Results Group Pty Ltd will be entitled to enter the premises of the customer at any time to inspect all records in relation to all goods supplied by Firewatch Safety Results Group Pty Ltd and all records in respect of the sale of those goods by the customer.
 - 5.3. Firewatch Safety Results Group Pty Ltd will be entitled to enter the premises of the customer at any time to recover possession of those goods for which payment in full has not been made. It is agreed between Firewatch Safety Results Group Pty Ltd and the customer that where Firewatch Safety Results Group Pty Ltd enters the premises of the customer to take possession of the goods and it is not possible to otherwise identify the ownership of the goods in the possession of the customer, the goods will be treated as though they were sold by the customer in the same sequences the customer has taken delivery of the goods. If the quantity of the goods exceeds the amount owing, Firewatch Safety Results Group Pty Ltd will be entitled to determine which of the goods it claims ownership of the goods in.

6. The parties agree:

6.1. save as to the extent provided in clause 7, Firewatch Safety Results Group Pty Ltd shall not be liable to the customer or any other person for any loss or damage arising directly or indirectly in connection with the goods (or any of them) or otherwise, other than as expressly imposed by statute in terms which it is not possible to limit or exclude liability;

6.2. save as to the extent provided in clause 7, Firewatch Safety Results Group Pty Ltd shall not be liable to the customer or any other person for any loss or damage arising directly or indirectly with any services which may be provided by Firewatch Safety Results Group Pty Ltd or otherwise, other than as expressly imposed by statute in terms which it is not possible to limit or exclude liability.

7. The parties agree:

7.1. notwithstanding the generality of clause 6, Firewatch Safety Results Group Pty Ltd expressly excludes liability for consequential loss or damage in relation to the goods including but not limited to direct loss, loss of profit, business, revenue, goodwill or anticipated savings;

7.2. notwithstanding the generality of clause 6, Firewatch Safety Results Group Pty Ltd expressly excludes liability for consequential loss or damage in relation to any services which may be provided by Firewatch Safety Results Group Pty Ltd including but not limited to direct loss, loss of profit, business, revenue, goodwill or anticipated savings.

8. Firewatch Safety Results Group Pty Ltd is under no liability in respect of goods exported without necessary licenses, authorisations or consents. The payment of any taxes and the obtaining and maintenance in full force and effect of any necessary export, licenses, authorisations, or consents in respect of the goods is the sole responsibility of the customer.
9. The customer shall not be entitled to make a claim for credit or a request for exchange of goods unless such claim or request is made within 7 working days from the date of delivery of the goods in question and is supported by the relevant invoice.
10. At the discretion of Firewatch Safety Results Group Pty Ltd, Firewatch Safety Results Group Pty Ltd may accept the return of unused and new goods for credit and unless otherwise agreed by Firewatch Safety Results Group Pty Ltd a re-stocking fee will be charged to the customer by Firewatch Safety Results Group Pty Ltd.
11. The customer agrees that if any amount payable is not paid by the due date in accordance with this agreement, Firewatch Safety Results Group Pty Ltd shall be entitled to charge and recover an accounting administration fee not exceeding 1.5% per month or part thereof on the amount payable overdue for the period between the due dates until payment is made in full.
12. Should any provision of this agreement be illegal, void or unenforceable, that provision will be ineffective and shall be severed here from to the extent only of that illegality, void ability or unenforceability. All remaining provisions shall be enforceable between Firewatch Safety Results Group Pty Ltd and the customer.
13. Firewatch Safety Results Group Pty Ltd may direct, deduct or apply any moneys paid to the customer's account in such manner and at such times as Firewatch Safety Results Group Pty Ltd, at its absolute discretion, determines.
14. The customer shall notify Firewatch Safety Results Group Pty Ltd, in writing, within seven (7) days, of any proposal or actual change in:
- 14.1 The address of the business and the address at which the goods will be located (if it differs to the business address);
 - 14.2 The trading name of the business;
 - 14.3 The person(s), director(s) or trustee(s) conducting the business of the customer
 - 14.4 The ownership or proprietorship of the customer in the event that the customer converts to a trust, sole trader or company;
 - 14.5 The effective control of the customer; and
 - 14.6 The Australian business number.
15. If the customer fails, for whatever reason, to comply with any of this agreement, the customer shall immediately pay to Firewatch Safety Results Group Pty Ltd on demand, all costs and expenses whatsoever incurred by Firewatch Safety Results Group Pty Ltd in the enforcement or attempted enforcement of this agreement including, but without limiting the generality of the foregoing all collection agents' commissions, costs and expenses including legal costs (on a solicitor and own client basis or on a full indemnity basis, whichever is the greater) and the customer authorises Firewatch Safety Results Group Pty Ltd to debit any credit account with such costs and expenses.
16. In order to secure the repayment of any money owing by the customer to Firewatch Safety Results Group Pty Ltd pursuant to this agreement the customer hereby agrees to mortgage and/or charge in favour of Firewatch Safety Results Group Pty Ltd all the right, title, estate and interest of the customer in and to any land and/or real property which the customer now holds or may hereafter acquire and hereby agrees to execute and deliver to Firewatch Safety Results Group Pty Ltd in registrable form any such mortgage and/or charge prepared by Firewatch Safety Results Group Pty Ltd's solicitors within seven (7) days of receiving a request by Firewatch Safety Results Group Pty Ltd to do so.

17. The customer hereby authorises Firewatch Safety Results Group Pty Ltd to register a caveat over any real estate held by the customer or which the customer may hereafter acquire to secure the repayment of any sum of money owing from time to time by the customer to Firewatch Safety Results Group Pty Ltd pursuant to this agreement.
18. Firewatch Safety Results Group Pty Ltd has collected and may in the future further collect corporate and personal information about the customer and/or its guarantors/directors/officers/partners to assess the customer's credit application and provide the customer with the credit account and to assess any future applications for the provision of goods and/or services. Firewatch Safety Results Group Pty Ltd may also use the corporate or personal information collected to carry out marketing activities, research and product development. The corporate and/or personal information collected may also be disclosed to organisations to whom Firewatch Safety Results Group Pty Ltd out sources certain functions such as information technology providers, specialist advisers, accountants and solicitors. From time to time Firewatch Safety Results Group Pty Ltd may also need to disclose the corporate and/or personal information collected to mortgage insurers, general insurers, valuers, debt collection agencies and government authorities. Pursuant to the privacy act (1988) (cth) Firewatch Safety Results Group Pty Ltd will upon request make available to the customer and/or its guarantors/directors/officers/partners details of the information it has collected in respect of that particular requesting party and details about the parties to whom that information has or may be supplied.
19. If any defect manifests itself in the goods or the services within a period of 90 days after the date of delivery of the goods or the date of the performance of the services as the case may be then provided:
- 19.1. neither the item concerned nor the equipment of which that item forms part has been misused or overloaded or used for other than its intended purpose or used by an unauthorised or unqualified person or repaired by an unauthorised or unqualified person;
- 19.2. The customer is not in breach of this agreement;
- 19.3. The item concerned had been properly maintained;
- 19.4. if capable of delivery the item concerned is returned to our works, carriage paid, within 14 days of the date upon which the customer becomes aware or ought reasonably to have become aware of the defect; and
- 19.5. The defect is not in the design or specification specially stipulated or required by the customer; then we shall:
- a) In the case of the goods:
- i) Replace the goods concerned; or
 - ii) Repair the goods concerned; or
 - iii) Pay to the customer the cost of replacing or repairing the goods.
- b) In the case of the services:
- i) Supply the services again; or
 - ii) Pay to the customer the cost of supplying the services again. Unless otherwise agreed to by Firewatch Safety Results Group Pty Ltd and the customer in writing prior to the ordering and/or delivering of the goods or prior to the ordering and/or performance of the services.
20. The customer warrants that the facts and representations contained in the credit account application are true and correct and the customer is aware and acknowledges that Firewatch Safety Results Group Pty Ltd will rely upon the correctness of such facts and representations in deciding whether or not to provide a credit account to the customer.
21. The customer hereby acknowledges and agrees as follows:
- 21.1. all transactions and dealings between the customer and Firewatch Safety Results Group Pty Ltd will be made strictly in accordance with this agreement, from time to time;
- 21.2. the customer will pay the amount(s) payable punctually and strictly in accordance with this agreement; 21.3. the customer is solvent and able to pay its debts as and when they fall due. The customer has not made any compromise or arrangements with its creditors and no application has been made and no application is contemplated for the appointment of an administrator or controller of the customer or any meeting of the customer's creditors or any class of them;
- 21.4. the customer has, prior to signing or execution of this agreement obtained independent legal advice and/or had the opportunity to obtain independent legal advice as to the customer's obligations and the true meaning, nature and effect of this document; and 21.5. in this agreement, words incorporating the singular of the plural shall include the plural and singular respectively and words importing the masculine gender shall include the feminine and neuter genders.

Guarantee and Indemnity

This deed is made on the day and year hereinafter stated

In consideration of Firewatch Safety Results Group Pty Ltd (ABN 97 162 393 035) ("FWSR Group") at the request of the party or parties named in item 1 of the schedule hereto ("the guarantor") providing goods and services from time to time on credit to the party or parties named in item 2 of the schedule hereto ("the customer"), the guarantor unconditionally and irrevocably, covenants and agrees with Firewatch Safety Results Group Pty Ltd as follows:

- a) The guarantor hereby guarantees the due and punctual payment by the customer to Firewatch Safety Results Group Pty Ltd of all moneys which the customer may now or in the future be liable to pay to Firewatch Safety Results Group Pty Ltd in connection with the provision of goods and services by Firewatch Safety Results Group Pty Ltd to the customer and the performance by the customer of the customer's obligations under the conditions of this agreement headed credit trading terms and hereby indemnifies Firewatch Safety Results Group Pty Ltd against all loss including unpaid moneys and damage suffered or incurred by Firewatch Safety Results Group Pty Ltd by reason of the customer failing to pay Firewatch Safety Results Group Pty Ltd moneys or to perform in accordance with the conditions of this agreement headed terms and conditions of trading.
- b) If there is more than one guarantor, "guarantor" means both of them collectively and each of them individually and the guarantors covenants are joint and several.
- c) This deed is a continuing and irrevocable guarantee and indemnity until the guarantor is expressly released from the guarantor's obligations by Firewatch Safety Results Group Pty Ltd.
- d) The guarantor's obligations under this deed are unconditional and not affected by the following:
 - i) Any change in the legal capacity, rights or obligations of the guarantor or customer;
 - ii) The fact that Firewatch Safety Results Group Pty Ltd releases varies or fails to deal with any guarantee or indemnity or grants any concession to any co-guarantor or customer;
 - iii) The death, mental or physical disability or insolvency of a co-guarantor or the customer.
- e) The obligations of the guarantor under this deed are principal obligations and Firewatch Safety Results Group Pty Ltd is not required to take action or make a demand of the customer prior to enforcing the obligations of the guarantor pursuant to this guarantee.
- f) The guarantor as beneficial owner hereby charges all of the guarantor's land (including land acquired in the future) in favour of Firewatch Safety Results Group Pty Ltd by way of security for the payment of the moneys hereby guaranteed and authorises Firewatch Safety Results Group Pty Ltd to register a caveat over the guarantor's land.
- g) Firewatch Safety Results Group Pty Ltd may at any time, without notice, refuse or limit further credit or suspend or terminate the supply of goods or services, or the granting of any rights, by Firewatch Safety Results Group Pty Ltd to the customer, or may grant time or any other indulgence to the customer without discharging the guarantor from liability under this guarantee.
- h) Firewatch Safety Results Group Pty Ltd has collected and may in the future further collect corporate and personal information about the customer and/or its guarantors/directors/officers/partners to assess the customer's credit application and provide the customer with the credit account and to assess any future applications for the provision of goods and/or services. Firewatch Safety Results Group Pty Ltd may also use the corporate or personal information collected to carry out marketing activities, research and product development. The corporate and/or personal information collected may also be disclosed to organisations to which Firewatch Safety Results Group Pty Ltd out sources certain functions such as information technology providers, specialist advisers, accountants and solicitors. From time to time Firewatch Safety Results Group Pty Ltd may also need to disclose the corporate and/or personal information collected to mortgage insurers, general insurers, valuers, debt collection agencies and government authorities. Pursuant to the privacy act (1988) (cth) Firewatch Safety Results Group Pty Ltd will upon request make available to the customer and/or its guarantors/directors/officers/partners details of the information it has collected in respect of that particular requesting party and details about the parties to whom that information has or may be supplied.
- i) The guarantor shall pay all Firewatch Safety Results Group Pty Ltd costs, fees and expenses associated with this deed and the enforcement of this deed and all stamp duty payable on this deed.
- j) The guarantor has, prior to signing or execution of this deed obtained independent legal advice and/or had the opportunity to obtain independent legal advice as to the guarantor's obligations and the true meaning, nature and effect of this document.