



FOREMAN-SHEEAN
ELECTRICAL & COMMUNICATIONS

DESIGN, CONSULTING & ENGINEERING SERVICES

TERMS & CONDITIONS

Foreman-Sheean Electrical & Communications Pty Ltd

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A subsidiary of GENiUX Operations Pty Ltd (ABN 68 625 360 134), Suite 409G, 50 St Georges Terrace, Perth WA 6000

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These Terms & Conditions apply to all design, consulting, and engineering services provided by Foreman-Sheean Electrical & Communications Pty Ltd. They are to be read in conjunction with our Master Service & Supply Agreement, available at www.foreman-sheean.com.au/terms. Please read this document carefully before engaging our services.

1. PARTIES

These Terms & Conditions are between **Foreman-Sheean Electrical & Communications Pty Ltd** (ABN 99 631 940 399) of 271–277 Etiwanda Ave, Mildura VIC 3500 (referred to as "**we**", "**us**", "**our**") and you, the person or entity engaging us for design, consulting, or engineering services (referred to as "**you**", "**your**", or the "**Client**").

These Terms & Conditions apply to all design, consulting, and engineering engagements. They are to be read together with our Master Service & Supply Agreement. Where a conflict exists between these Terms & Conditions and the Master Service & Supply Agreement, these Terms & Conditions prevail to the extent of the conflict.

2. SCOPE OF SERVICES

Our design, consulting, and engineering services may include, but are not limited to:

- (a) Electrical system design, including switchboard design, distribution, protection, and metering;
- (b) Solar photovoltaic and battery storage system design;
- (c) Energy audits, load analysis, and energy consumption studies;
- (d) Power quality analysis and reporting;
- (e) Feasibility studies and investment case preparation;
- (f) Network connection design and distributor application support;
- (g) Industrial control and automation system design;
- (h) Communications and data network design;
- (i) Energy advisory services and rate analysis; and
- (j) Any other design, consulting, or engineering service agreed between the Parties in writing.

The specific scope of Services for each engagement will be set out in a Quotation or such other written agreement as the Parties may agree. Where an engagement commences informally or without a formal written scope, these Terms & Conditions apply from the point of acceptance as described in clause 4.

3. DEFINITIONS

In these Terms & Conditions, unless the context otherwise requires:

- (a) "Deliverables" means any drawings, reports, specifications, models, calculations, assessments, recommendations, or other documents or outputs produced by us in connection with an Engagement.
- (b) "Engagement" means any design, consulting, or engineering engagement entered into between the Parties under these Terms & Conditions.
- (c) "Engagement Fee" means the fee payable for an Engagement, as set out in a Quotation or otherwise agreed in writing.
- (d) "Intellectual Property Rights" means all present and future rights in any design, drawing, report, specification, model, calculation, software output, or other work product, including copyright, design rights, and any other intellectual or industrial property rights.
- (e) "Quotation" means a written offer prepared by us setting out the scope of an Engagement and the Engagement Fee.
- (f) "Rate Card" means our current schedule of standard consulting, design, and engineering rates, as updated from time to time and available on request.
- (g) "Stamped Drawing" means a drawing or design that has been reviewed, approved, and certified by a registered engineer or other suitably accredited person.

- (h) "Third-Party Specialist" means any consultant, engineer, certifier, or subcontractor engaged by us to contribute to or deliver any part of an Engagement.
- (i) "Variation" means any change to the agreed scope, Deliverables, or Engagement Fee.

4. ACCEPTANCE

You are deemed to have accepted these Terms & Conditions by any of the following:

- (a) Accepting a Quotation that refers to these Terms & Conditions (directly or indirectly);
- (b) Requesting that we commence or continue any design, consulting, or engineering work;
- (c) Paying a deposit or any portion of an Engagement Fee invoice; or
- (d) Providing information, data, or access to site for the purpose of an Engagement.

Where an Engagement commences informally — for example, through a verbal request, email exchange, or meeting — these Terms & Conditions apply from the point at which we commence work, whether or not a formal Quotation has been issued or accepted.

5. FEES & PAYMENT

- (a) Engagement Fees are set out in a Quotation or, where no Quotation has been issued, will be charged at our then-current Rate Card rates. The Rate Card is available on request and is updated periodically. All fees are exclusive of GST unless otherwise stated.
- (b) We may agree to fixed-fee or hourly-rate engagements, or a combination of both, as set out in the relevant Quotation. Where no specific fee arrangement has been agreed, fees will be charged on a time-and-materials basis in accordance with our Rate Card.
- (c) Where we agree to provide consulting or advisory services on a retainer basis, the terms of that arrangement will be set out in a separate written agreement between the Parties.
- (d) Unless otherwise agreed in writing, Engagement Fee invoices are due and payable within 14 calendar days of the invoice date for commercial clients, or within 7 calendar days for consumer clients. Payment terms for clients with an approved credit account will be as set out in the applicable Credit Agreement.
- (e) We may invoice progressively for engagements involving multiple stages or an extended timeframe. Progress invoices reflect work completed to the date of invoice and are payable in accordance with clause 5(d).
- (f) We may require a deposit prior to commencing work. Where a deposit is required, it will be stated in the Quotation.
- (g) All invoices and payment matters should be directed to accounts@foreman-sheean.com.au.

6. VARIATIONS

- (a) Any change to the agreed scope of an Engagement, including changes requested by you, changes arising from additional information received, or changes required by a Third-Party Authority, constitutes a Variation.
- (b) We will notify you as soon as practicable if a Variation is required. No Variation will be carried out without your written approval, except where the Variation is necessary to comply with a legal or regulatory requirement.
- (c) Variations will be priced in accordance with our Rate Card or as otherwise agreed in writing. Where the cost of a Variation cannot be determined in advance, we will provide an estimate and seek your approval before proceeding.

- (d) Where information provided by you is found to be inaccurate, incomplete, or materially different from what was represented at the time of engagement, any additional work required to address this will be treated as a Variation under this clause.

7. DELIVERY OF SERVICES

- (a) We will deliver Engagements using a combination of our own staff and, where appropriate, Third-Party Specialists. We may engage Third-Party Specialists — including designers, engineers, certifiers, and other consultants — to contribute to or deliver any part of an Engagement without your prior consent and without being required to disclose their involvement.
- (b) All Deliverables are issued under our name and authority regardless of whether they were produced in whole or in part by a Third-Party Specialist. We remain responsible to you for the quality of all Deliverables, subject to the limitations set out in these Terms & Conditions.
- (c) We will use reasonable skill and care in delivering the Services and producing Deliverables. We will use reasonable endeavours to deliver Engagements within any timeframe agreed in writing, but we do not guarantee delivery by a specific date unless expressly stated in the Quotation.
- (d) Where site access is required for surveys, inspections, or data collection in connection with an Engagement, you must provide us with reasonable access at mutually agreed times. Delays caused by your failure to provide timely access may result in programme delays and additional costs, which will be treated as a Variation under clause 6.

8. STAMPED & CERTIFIED DRAWINGS

- (a) Where a Stamped Drawing is required, we will arrange for the relevant design to be reviewed and certified by a suitably registered engineer or accredited person. Certification may be performed by our own staff, by a Third-Party Specialist engaged by us, or through our parent company GENiUX Operations Pty Ltd, depending on the nature of the design and the availability of suitably qualified personnel.
- (b) Unless expressly stated otherwise in the Quotation, Deliverables produced under these Terms & Conditions are not Stamped Drawings and should not be used for construction, installation, or regulatory submission without appropriate independent verification by a suitably qualified person.
- (c) Where a Stamped Drawing is produced, the professional liability for the certification component rests with the registered engineer or accredited person who certified the drawing. Our liability is limited to the coordination and management of the certification process and the accuracy of the underlying design information we provided to the certifier.
- (d) We will advise you in the Quotation or prior to commencing work whether a Stamped Drawing is included in the scope or whether an additional fee applies for certification.

9. CLIENT INFORMATION & RELIANCE

- (a) You must provide us with all information, data, documentation, and access reasonably required to enable us to perform the Engagement. This includes, but is not limited to, site plans, electrical schematics, load data, energy bills, equipment schedules, and any other relevant technical information.
- (b) All information you provide must be true, accurate, complete, and not misleading. We will rely on information provided by you without independent verification unless otherwise agreed.

- (c) Where a Deliverable is produced based on information provided by you, we do not take responsibility for any errors, omissions, or inadequacies in that Deliverable that arise from inaccurate, incomplete, or misleading information provided by you. Any additional work required to correct or revise a Deliverable as a result of such information will be treated as a Variation under clause 6.
- (d) Design outcomes, recommendations, and assessments produced by us are based on the information available at the time of the Engagement. We do not warrant that outcomes will remain accurate or applicable if site conditions, load requirements, regulatory requirements, or other relevant factors change after delivery of the Deliverable.

10. INTELLECTUAL PROPERTY

- (a) Upon payment of the Engagement Fee in full, all Intellectual Property Rights in the Deliverables produced under an Engagement vest in you. Until payment is received in full, all Intellectual Property Rights in the Deliverables remain vested in us and you have no right to use, reproduce, or rely on the Deliverables for any purpose.
- (b) Once Intellectual Property Rights have transferred to you in accordance with clause 10(a), you may use, reproduce, modify, and share the Deliverables for any purpose without restriction, including engaging a third party to construct, install, or implement the design.
- (c) Notwithstanding clause 10(b), we retain the right to retain copies of all Deliverables for our own records and to use them for the purpose of maintaining our professional records, managing any warranty or liability obligations, and promoting our services (subject to any confidentiality obligations).
- (d) Where we use third-party software, tools, or platforms to produce Deliverables (including energy modelling software, CAD software, or electrical design tools), the outputs of those tools form part of the Deliverables and transfer to you in accordance with this clause, subject to any third-party licence terms that may apply to the underlying software.
- (e) We do not warrant that Deliverables are free from third-party intellectual property claims. Where third-party intellectual property is incorporated into a Deliverable with your knowledge or at your direction, you are responsible for obtaining any necessary licences or permissions.

11. THIRD-PARTY RELIANCE

- (a) Deliverables produced under these Terms & Conditions are prepared for your use only in connection with the specific purpose described in the Engagement. No third party may rely on any Deliverable without our prior written consent.
- (b) Where you intend to provide a Deliverable to a third party — including a financier, network distributor, regulator, council, or other authority — you must notify us in advance. We may, at our discretion, agree to extend reliance to that third party by written consent, which may be subject to additional conditions or fees.
- (c) We accept no liability to any third party who relies on a Deliverable without our written consent, regardless of whether we were aware that the Deliverable would be provided to that third party.
- (d) Where a third party relies on a Deliverable with our written consent, our liability to that third party is subject to the same limitations and exclusions as apply to you under these Terms & Conditions.

12. RECOMMENDATIONS & FINANCIAL ADVICE

- (a) Where we provide feasibility studies, investment cases, energy advisory reports, or similar documents that include financial projections, cost estimates, or return on investment analyses, those documents are prepared for indicative purposes only and do not constitute financial advice within the meaning of the Corporations Act 2001 (Cth) or any other financial services legislation.
- (b) Any financial projections or estimates included in our Deliverables are based on assumptions and information available at the time of preparation. Actual outcomes may differ materially from projections due to changes in energy prices, network tariffs, equipment performance, regulatory requirements, or other factors outside our control.
- (c) You should seek independent financial, legal, and technical advice before making any investment or business decision based on our Deliverables. We are not liable for any loss arising from your reliance on our Deliverables as the sole basis for a financial or investment decision.

13. WARRANTIES & STANDARD OF CARE

- (a) We warrant that Services will be performed with reasonable skill and care, to the standard expected of a competent electrical, design, and consulting professional with experience in the relevant field.
- (b) We do not warrant that Deliverables will be error-free or that any design, recommendation, or assessment will achieve a particular outcome. Our obligation is to exercise reasonable professional skill and care in producing the Deliverable, not to guarantee a specific result.
- (c) We do not warrant the accuracy or completeness of any Deliverable to the extent that it is based on information provided by you or by a third party that we have not independently verified.
- (d) Our Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms & Conditions excludes any Statutory Rights available to a Consumer Customer.
- (e) This clause survives termination or expiry of an Engagement.

14. LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law, our total liability to you in connection with any Engagement — whether in contract, tort (including negligence), under statute, or otherwise — is limited to the Engagement Fee paid by you for the specific Engagement to which the liability relates.
- (b) To the maximum extent permitted by law, we exclude all liability for: (i) Consequential Loss of any kind, including loss of profit, revenue, business, opportunity, data, or goodwill; (ii) loss arising from your reliance on a Deliverable for a purpose other than that for which it was prepared; (iii) loss arising from inaccurate or incomplete information provided by you; (iv) loss arising from changes in site conditions, regulatory requirements, or market conditions after delivery of a Deliverable; and (v) loss arising from the use of a Deliverable by a third party.
- (c) We exclude liability caused or contributed to by: (i) your failure to provide accurate or complete information; (ii) your use of a Deliverable for a purpose other than that specified in the Engagement; (iii) changes made to a Deliverable by you or any third party without our written consent; (iv) any Force Majeure Event; or (v) the act or omission of any Third-Party Authority.
- (d) Where we engage a Third-Party Specialist in connection with an Engagement, our liability to you for the work of that specialist is limited to the exercise of reasonable care in selecting and instructing them. We are not liable for any error, omission, or professional

failing on the part of a Third-Party Specialist beyond what could reasonably have been detected through normal review and coordination.

- (e) This clause survives termination or expiry of an Engagement.

15. INSURANCE

- (a) We maintain professional indemnity insurance covering design, engineering, electrical and communications consulting, energy advisory, and related professional services. We also maintain general and products liability insurance. Details of our current coverage are available on request.
- (b) We will maintain appropriate insurance coverage for a period of at least 12 months after completion of any Engagement and will provide evidence of current coverage on request.

16. CONFIDENTIALITY

- (a) Each Party agrees to keep the other's confidential information strictly confidential and to use it only for the purposes of the relevant Engagement. This obligation applies to all technical, commercial, and operational information disclosed in connection with an Engagement, including site information, energy data, financial information, and design details.
- (b) We will not disclose your confidential information to any third party, including Third-Party Specialists, except to the extent necessary to deliver the Engagement. Where Third-Party Specialists are engaged, we will take reasonable steps to ensure they are bound by equivalent confidentiality obligations.
- (c) We are not required to disclose the identity or involvement of any Third-Party Specialist engaged in connection with an Engagement.
- (d) This clause survives termination or expiry of an Engagement.

17. RECORDS & DOCUMENT RETENTION

- (a) We will retain copies of all Deliverables and supporting documentation for a minimum of 7 years from the date of delivery, or such longer period as may be required by applicable law or professional standards.
- (b) We will provide you with copies of Deliverables in an agreed electronic format on completion of the Engagement and payment of the Engagement Fee in full.
- (c) We reserve the right to withhold delivery of Deliverables until the Engagement Fee has been paid in full.

18. SUSPENSION & TERMINATION

- (a) We may suspend an Engagement if: (i) you fail to provide information or access reasonably required to progress the work; (ii) payment of an invoice is overdue; or (iii) you are in breach of these Terms & Conditions. We will notify you in writing before suspending work and will recommence as soon as the relevant issue is resolved.
- (b) Either Party may terminate an Engagement by providing 14 calendar days written notice. On termination: (i) you will be liable for all fees for work completed to the date of termination, calculated on a time-and-materials basis at our Rate Card rates where a fixed fee has not been agreed for the completed portion; (ii) we will deliver to you all Deliverables completed or substantially completed at the date of termination, subject to payment of all outstanding fees; and (iii) Intellectual Property Rights in completed Deliverables will transfer to you on payment of all outstanding fees in accordance with clause 10(a).

- (c) We may terminate an Engagement immediately on written notice if you undergo an Insolvency Event or commit a material breach of these Terms & Conditions that is not remedied within 14 days of written notice.
- (d) Termination does not affect accrued rights or any clause expressed to survive termination.

19. SUBCONTRACTING & THIRD-PARTY SPECIALISTS

- (a) We may engage Third-Party Specialists to perform any part of an Engagement, including the production of Deliverables, design work, engineering assessments, and certification, without your prior consent. We are not required to disclose the identity or involvement of any Third-Party Specialist.
- (b) All Deliverables produced wholly or in part by Third-Party Specialists are issued under our name and authority. We remain responsible to you for the quality of those Deliverables to the extent set out in these Terms & Conditions.
- (c) Third-Party Specialists engaged in connection with an Engagement do not have any contractual relationship with you. Your contractual relationship is with us only.
- (d) We will take reasonable steps to ensure that Third-Party Specialists engaged in connection with an Engagement hold appropriate qualifications, professional registrations, and insurance for the work they are performing.

20. DISPUTE RESOLUTION

- (a) The Parties agree to negotiate in good faith to resolve any dispute arising under these Terms & Conditions before commencing formal proceedings.
- (b) If a dispute cannot be resolved by negotiation within 20 Business Days of written notice, either Party may refer the matter to mediation. The mediator will be appointed jointly; if the Parties cannot agree, the mediator will be appointed by the Law Institute of Victoria. Costs of mediation are shared equally.
- (c) Nothing in this clause prevents a Party from seeking urgent injunctive or other interim relief from a court.

21. GENERAL

- (a) **Governing Law:** These Terms & Conditions are governed by the laws of the State of Victoria. The Parties submit to the non-exclusive jurisdiction of the courts of Victoria. These Terms & Conditions apply nationally, and where applicable laws of another state or territory provide additional rights to a consumer, those rights are not excluded.
- (b) **Entire Agreement:** These Terms & Conditions, together with the Master Service & Supply Agreement and any Quotation or referenced document in force at the relevant time, constitute the whole agreement between the Parties with respect to the relevant Engagement. No Party has relied on any representation or undertaking not expressly set out in these documents.
- (c) **Amendment:** These Terms & Conditions can only be varied in writing signed by both Parties.
- (d) **Severability:** If any clause is illegal, unenforceable, or invalid, it is severed from these Terms & Conditions. The remainder continues in full force.
- (e) **Waiver:** A failure to exercise a right under these Terms & Conditions does not constitute a waiver. Any waiver must be in writing and applies only to the specific instance for which it is given.
- (f) **Assignment:** Neither Party may assign its rights under these Terms & Conditions without the prior written consent of the other, which consent must not be unreasonably withheld.

- (g) Notices: Formal legal notices must be sent by email to compliance@foreman-sheean.com.au (for us) and to the email address to which we send invoices (for you). General enquiries should be directed to info@foreman-sheean.com.au and accounts and payment matters to accounts@foreman-sheean.com.au.
- (h) Counterparts & Electronic Execution: These Terms & Conditions may be accepted electronically. An electronically accepted Quotation or agreement is legally binding.

By accepting a Quotation from Foreman-Sheean Electrical & Communications Pty Ltd, requesting that we commence work, or providing information or access for the purposes of an Engagement, you acknowledge that you have read, understood, and agreed to these Terms & Conditions in their entirety.
