



MASTER SERVICE & SUPPLY AGREEMENT

Foreman-Sheean Electrical & Communications Pty Ltd

ABN: 99 631 940 399 | **Address:** 271–277 Etiwanda Ave, Mildura VIC 3500

Email: info@foreman-sheean.com.au | **Website:** www.foreman-sheean.com.au

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

Version 1.6 — May 2026

This agreement governs all general electrical, communications, maintenance, repair, and related goods and services provided by Foreman-Sheean Electrical & Communications Pty Ltd. Please read this document carefully before engaging our services.

1. PARTIES & TRADING NAMES

This Agreement is between **Foreman-Sheean Electrical & Communications Pty Ltd** (ABN 99 631 940 399), a subsidiary of GENiUX Operations Pty Ltd (ABN 68 625 360 134) of Suite 409G, 50 St Georges Terrace, Perth WA 6000, with its principal place of business at 271–277 Etiwanda Ave, Mildura VIC 3500 (referred to as "**we**", "**us**", "**our**") and you, the person, organisation, or entity described on a Works Order, Service Order, Quotation, or other documentation that refers to this Agreement (referred to as "**you**", "**your**", or the "**Customer**"), each a "**Party**" and collectively the "**Parties**".

- (a) We may conduct business and provide Services under one or more registered trading names in addition to our legal entity name. Any agreement entered into under a trading name is an agreement with Foreman-Sheean Electrical & Communications Pty Ltd. A current list of our registered trading names is available on request.
- (b) All rights, obligations, warranties, and liabilities under this Agreement apply equally regardless of which trading name is used in connection with a particular engagement.

2. BACKGROUND & PRECEDENCE

- (a) The Parties have agreed to enter into an agreement for the provision of electrical, communications, maintenance, repair, and related goods and services.
- (b) This Agreement, together with any applicable Works Order, Service Order, Quotation, or Referenced Document, constitutes the whole of the agreement between the Parties for each engagement and supersedes all prior representations and negotiations, except where a separately executed contract agreement is in place as described in clause 2(d).
- (c) In the event of a conflict between documents, the following order of precedence applies (highest to lowest): (i) Referenced Documents, with the most recent document prevailing in the event of conflict between two Referenced Documents; (ii) Works Order or Service Order; (iii) This Agreement.
- (d) Where a separately executed contract agreement is in place between the Parties for a specific project or engagement — including any contract initiated by the Customer or a head contractor — that agreement will take precedence over this Agreement to the extent of any conflict. This Agreement continues to apply to all matters not addressed in the separate contract agreement.
- (e) A Referenced Document communicated by email will be deemed agreed 20 days after transmission if no objection is received.

3. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- (a) "Accepted Payment Methods" means EFT, cheque, credit card (via Stripe), or direct debit (via GoCardless), or as otherwise stated on a Tax Invoice.
- (b) "After-Hours Service" means any service performed outside of Standard Working Hours, including evenings, weekends, and public holidays.
- (c) "Business Day" means a day that is not a Saturday, Sunday, or gazetted public holiday in the State of Victoria.
- (d) "Business Hours" means our standard office operating hours as set out in our Rate Card from time to time.
- (e) "Charge-Up Services" means services provided on a time-and-materials basis without a fixed Quotation.
- (f) "Confidential Information" means any information disclosed by one Party to the other that is identified as confidential or that a reasonable person would regard as confidential,

including business plans, pricing, technical information, customer data, security credentials, and energy usage data, but excluding information that is publicly available or was already known to the recipient.

- (g) "Consumer Customer" means a customer who acquires Goods or Services wholly or predominantly for personal, domestic, or household use or consumption, as defined under the Australian Consumer Law.
- (h) "Contract Works" means any construction, installation, or infrastructure project covered by our contract works insurance policy.
- (i) "Customer-Supplied Equipment" means any equipment, parts, materials, or appliances provided by you for installation, connection, or use in connection with the Services.
- (j) "Force Majeure Event" means any event beyond a Party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, war, terrorism, or network failure, but excludes failure of a Party's own contractors or agents.
- (k) "Goods" means any materials, equipment, parts, or components supplied by us in connection with the Services.
- (l) "Hired Equipment" means any specialised equipment or tools provided by us to you on a hire or lease basis in connection with the Services.
- (m) "Insolvency Event" means winding up, administration, receivership, appointment of a liquidator, bankruptcy, or similar procedure.
- (n) "Latent Conditions" means any conditions that could not reasonably have been foreseen at the date of Quotation and that result in additional cost or delay.
- (o) "Manufacturer Service Work" means services performed by us as an authorised service agent for a manufacturer or third-party principal, where the scope, parts, procedures, or warranty terms are governed in whole or in part by that manufacturer or principal.
- (p) "Material Services" means services expected to take more than 2 weeks to complete or with an anticipated value exceeding \$2,000.
- (q) "Principal-Directed Work" means services performed by us at the direction of a head contractor, principal contractor, or third-party principal, where the scope, programme, or requirements of the work are governed in whole or in part by that principal.
- (r) "Quotation" means a written offer prepared by us setting out the scope of Services and the price at which we are prepared to deliver them.
- (s) "Rate Card" means our current schedule of standard labour, service, hire, and travel rates as updated from time to time and available on request.
- (t) "Referenced Documents" means Quotations, Works Orders, specifications, designs, separately executed contract agreements, or other documents associated with a specific engagement that are agreed between the Parties.
- (u) "Repair Services" means services involving the diagnosis, assessment, and repair of existing equipment, appliances, or infrastructure.
- (v) "Service Charge" means the fixed attendance fee applicable to the first attendance for each new fault in connection with Specialist Services, as set out in our Rate Card.
- (w) "Services" means all electrical, communications, maintenance, repair, and related services provided under this Agreement.
- (x) "Site Access Information" means any keys, access cards, security codes, passwords, or credentials provided to us to enable access to your property, site, or equipment.
- (y) "Specialist Services" means services requiring specialist skills, equipment, or accreditation that attract a higher rate than our standard rate, including appliance repair and diagnosis. The current list of Specialist Services is set out in our Rate Card.
- (z) "Specification Change" means any change to the drawings, descriptions, weights, dimensions, or other specifications of any Goods caused by a manufacturer, for any reason outside our reasonable control.

- (aa) "Standard Working Hours" means our standard technician field hours as set out in our Rate Card from time to time. Unscheduled work that extends beyond Standard Working Hours may attract After-Hours rates from that point onward.
- (ab) "Statutory Rights" means any rights, warranties, guarantees, or remedies conferred on you by legislation that cannot be excluded, restricted, or modified, including under the Australian Consumer Law.
- (ac) "Tax Invoice" and "GST" have the meanings given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (ad) "Third-Party Authority" means any energy distributor, network operator, local council, body corporate, planning authority, or other regulatory or administrative body whose approval, consent, or action is required in connection with the Services.
- (ae) "Variation" means any change to a Quotation, Works Order, scope of Services, or Price agreed in writing between the Parties.
- (af) "Works Order" means an instruction or request submitted by you to us to perform Services, whether submitted by email, phone, website, or other agreed means.

4. ACCEPTANCE

You are deemed to have accepted this Agreement by any of the following:

- (a) Executing this Agreement (including electronically) and returning it to us;
- (b) Accepting a Quotation that refers to this Agreement (directly or indirectly);
- (c) Requesting that we provide Goods or Services to you, including requesting a repair assessment, diagnosis, or attendance;
- (d) Paying a deposit or any portion of a Tax Invoice; or
- (e) Permitting or requesting us to commence work on site.

5. CONSUMER & COMMERCIAL CUSTOMERS

- (a) This Agreement applies to both Consumer Customers and commercial customers. Where you are a Consumer Customer, nothing in this Agreement excludes, restricts, or modifies any right or remedy you have under the Australian Consumer Law or any other applicable consumer protection legislation that cannot be so excluded.
- (b) Where you are a commercial customer — that is, a person or entity acquiring Goods or Services for the purposes of a business, trade, or profession — the liability limitations and exclusions in this Agreement apply to the fullest extent permitted by law.
- (c) If you are uncertain whether you are a Consumer Customer or a commercial customer, please contact us at info@foreman-sheean.com.au before accepting this Agreement.

6. WORKS ORDERING & INVOICING

- (a) To engage our Services you must provide a Works Order by email, through our website, or by such other means as we agree.
- (b) We may, at our sole discretion, decline to accept any Works Order without providing a reason.
- (c) For Material Services, we will invoice progressively on the 7th, 14th, 21st, and last Business Day of each month where the balance exceeds \$1,000.
- (d) We reserve the right to invoice for Goods that have been ordered or procured on your behalf but not yet delivered or installed. Where Goods are invoiced prior to installation, we will either hold them securely on your behalf or provide photographic evidence of the Goods in our warehousing facility.

- (e) Once accepted by us, Works Orders cannot be withdrawn or delayed without our prior written agreement.
- (f) If we agree to cancel a Works Order after acceptance, you will be liable for: (i) all Goods ordered or procured that cannot be returned or cancelled; (ii) all labour costs incurred to that point at our standard rates; and (iii) a cancellation fee of 30% of the difference between our Quotation and the sum of amounts already invoiced.

7. QUOTED SERVICES

- (a) We may provide a written Quotation for Services at a fixed price. Unless otherwise stated, a Quotation is valid for 30 calendar days from the date of issue.
- (b) We reserve the right to vary a Quotation if, between the date of issue and acceptance, the AUD/USD exchange rate or the London Metal Exchange copper price varies by more than 5%. If we vary a Quotation on this basis, you may withdraw without penalty.
- (c) We are not obligated to disclose time taken to deliver Services under a Quotation, but will provide details of specific Goods supplied on request.

8. VARIATIONS

- (a) A Quotation or Works Order can only be varied by written agreement between the Parties.
- (b) If Latent Conditions are encountered during delivery, we will notify you as soon as practicable. Any additional costs or delays arising from Latent Conditions will constitute a deemed Variation and this clause will apply.
- (c) Variations will be priced in accordance with any amended Quotation, our Rate Card, or as otherwise reasonably determined by us.

9. CHARGE-UP SERVICES

- (a) We may provide Services on a Charge-Up basis (time and materials) where no Quotation has been issued.
- (b) Charge-Up Services are invoiced at our then-current Rate Card rates for labour and mobilisation. Time is charged on a base-to-base basis, meaning travel time from our office to site and return is charged at the applicable labour rate, in addition to any vehicle mileage charges as set out in our Rate Card.
- (c) Any estimate provided for Charge-Up Services or Repair Services is indicative only and does not constitute a commitment to deliver at a specified price. Where diagnostic work is required before a firm scope can be established, we will provide an estimate of likely costs before proceeding. You may choose not to proceed at any time before work commences. Once work has commenced with your authorisation, all costs incurred to that point are payable regardless of outcome.
- (d) With every Charge-Up invoice we will provide: (i) labour hours; (ii) names of staff; (iii) dates of service; (iv) Goods used; and (v) all associated charges.

10. RATES, PRICING & AFTER-HOURS

- (a) Our standard rates for labour, materials, mobilisation, travel, and specialist services are set out in our Rate Card. The Rate Card is available on request and is updated periodically, typically around the end of each financial year. All rates are subject to change without notice.

- (b) Rates may vary between customers based on individually negotiated arrangements. No customer is entitled to the rates offered to another customer, and we are under no obligation to disclose or match rates offered to other customers.
- (c) A Service Charge applies to the first attendance for each new fault in connection with Specialist Services. The Service Charge is a fixed amount as set out in our Rate Card. Repeat attendances for the same fault do not attract an additional Service Charge.
- (d) After-Hours Services may be available subject to technician availability. We do not guarantee the availability of After-Hours Services. After-Hours rates apply to all work performed outside Standard Working Hours and are set out in our Rate Card. Where a prior agreement or contract is in place, standard rates may apply to works scheduled outside Standard Working Hours at our discretion.
- (e) Unscheduled work that extends beyond Standard Working Hours may attract After-Hours rates from the point at which Standard Working Hours are exceeded. You will be notified where this applies.
- (f) We do not offer no-fix-no-fee arrangements. All labour, attendance, and Service Charge costs are payable regardless of outcome.
- (g) Where mobilisation to remote or rural sites is required, travel time, vehicle mileage, accommodation, and associated costs will be charged in accordance with our Rate Card or as set out in the relevant Quotation.

11. REPAIR SERVICES

Where we provide Repair Services, the following additional conditions apply:

- (a) We will carry out all diagnostic and repair work with due care and skill in accordance with our obligations under the Australian Consumer Law. However, we cannot guarantee a successful repair outcome. Repair work, particularly where an intermittent fault is involved, requires a process of elimination based on the most probable cause given the symptoms observed at the time of attendance. The same fault or a related fault may recur after repair, and this does not in itself constitute a failure of workmanship.
- (b) Before proceeding with any repair work, we will advise you of our diagnosis, estimated cost, and any relevant uncertainty about the likely outcome. We will seek your authorisation before commencing work. You may provide authorisation verbally, in writing, or by requesting or permitting us to proceed.
Once authorisation is given, the following applies regardless of whether the repair fully resolves the fault:
 - (i) all labour costs incurred are payable in full;
 - (ii) all parts and materials ordered or installed are payable in full; and
 - (iii) no refund or reduction of charges will apply solely on the basis that the fault was not resolved.
- (c) Where a fault is intermittent in nature, it may not present during testing even shortly after occurring. Confirmation that a unit is operational at the conclusion of an attendance reflects its status at that time only, and does not constitute a warranty that the fault has been permanently resolved.
- (d) Once parts or components have been fitted, they are considered second-hand and may have been affected by the same underlying fault that caused the original failure. We do not retrieve installed parts or components as a matter of standard practice, and this is consistent with industry norms. The cost of installed parts remains payable regardless of whether the repair resolves the fault.
- (e) Repair Services may be carried out at our workshop or on-site at our discretion. Where on-site attendance is required, a Service Charge and applicable travel costs apply in accordance with clause 10(c) and our Rate Card.

- (f) Where a fault cannot be resolved after a reasonable diagnostic effort, we will advise you of this and discuss further options. You are under no obligation to authorise further repair attempts, and we are under no obligation to continue beyond the scope of work authorised.
- (g) Any complaint relating to the outcome of Repair Services must be notified to us in writing within 14 days of the relevant attendance. Complaints received outside this period may not be considered, except to the extent required by your Statutory Rights.
- (h) Our liability in connection with Repair Services is limited to the cost of the specific repair engagement in question. We exclude all liability for Consequential Loss arising from the failure of any equipment or appliance, whether or not a repair was attempted.

12. SPECIALIST SERVICES

- (a) Certain services we provide require specialist skills, qualifications, or equipment and are classified as Specialist Services. The current list of Specialist Services and applicable rates are set out in our Rate Card.
- (b) Specialist Services currently include, but are not limited to, appliance diagnosis and repair. We reserve the right to add or remove services from the Specialist Services classification at any time, with the updated Rate Card reflecting any such changes.
- (c) Where Specialist Services are required, you will be advised of the applicable rates and any Service Charge before work commences.

13. PRINCIPAL-DIRECTED WORK & MANUFACTURER SERVICE WORK

- (a) We regularly perform Services at the direction of head contractors, principal contractors, and third-party principals. Where we perform Principal-Directed Work:
 - (i) the scope, programme, specifications, and requirements of the work may be governed in whole or in part by the principal's contract or directions;
 - (ii) our contractual relationship is with the principal unless otherwise agreed in writing. Where you are the end client or site owner rather than the principal, your rights and obligations in connection with the work are governed by your agreement with the principal, not this Agreement;
 - (iii) any Variations, delays, or additional costs arising from the principal's directions or changes to the programme will be managed in accordance with clause 8 and will be charged accordingly; and
 - (iv) we remain responsible for the quality and safety of our own workmanship regardless of the source of instructions.
- (b) We are an authorised service agent for a number of appliance and equipment manufacturers. Where we perform Manufacturer Service Work:
 - (i) the scope, parts, procedures, and warranty terms may be governed in whole or in part by the relevant manufacturer's requirements. In the event of a conflict between this Agreement and the manufacturer's requirements, the manufacturer's requirements will prevail to the extent of the conflict;
 - (ii) any warranty provided in connection with Manufacturer Service Work will be the warranty offered by the relevant manufacturer. Our 12-month workmanship warranty under clause 28(a) applies to the quality of our installation and labour only and does not extend or modify the manufacturer's warranty;
 - (iii) where parts or components are supplied by the manufacturer, their cost, availability, and lead time are outside our control, and we are not liable for any delay caused by the availability of manufacturer-supplied parts; and
 - (iv) you acknowledge that manufacturer service requirements may impose conditions on how equipment is installed, used, or maintained. Failure to comply with those

conditions may void the relevant manufacturer warranty, and we are not liable for any resulting loss.

14. SUPPLY-ONLY SALES

- (a) We may agree to supply Goods without installing or connecting them. Supply-only sales will be confirmed by a written Quotation or invoice.
- (b) For supply-only sales: (i) risk in the Goods passes to you on delivery; (ii) title remains with us until all Tax Invoices are paid in full in accordance with clause 18(b); and (iii) you are responsible for ensuring the Goods are installed by a suitably qualified person in accordance with all applicable standards and manufacturer requirements.
- (c) Our workmanship warranty under clause 28(a) does not apply to supply-only sales. Goods carry only the manufacturer's warranty, subject to your Statutory Rights.
- (d) We are not liable for any loss or damage arising from the installation of Goods by a third party, or from the failure of a third party to install Goods in accordance with applicable standards or manufacturer requirements.

15. EQUIPMENT HIRE & LEASE

- (a) We may make Hired Equipment available to you on a hire or lease basis. Hire rates are charged per device on a daily or weekly basis as set out in our Rate Card or as agreed in a Quotation. Hire charges apply from the date the equipment is made available to you until the date it is returned to us in good working order.
- (b) Hired Equipment charges also apply when equipment is used by our personnel on your behalf in connection with the Services.
- (c) You must: (i) use Hired Equipment only for its intended purpose and in accordance with any operating instructions we provide; (ii) keep Hired Equipment in good condition during the hire period; (iii) not modify, repair, or allow third parties to use the Hired Equipment without our prior written consent; and (iv) return the Hired Equipment to us promptly on completion of the relevant Services or on our request.
- (d) You are liable for any loss, theft, or damage to Hired Equipment during the hire period, fair wear and tear excepted. We will invoice you for the cost of repair or replacement of any Hired Equipment that is lost, stolen, or damaged during the hire period.
- (e) Risk in Hired Equipment passes to you from the time it is made available to you until it is returned to and accepted by us.

16. HEAD CONTRACTOR & PROJECT MANAGEMENT

- (a) Where we act as head contractor or project manager on a project, we take responsibility for coordinating the delivery of the overall scope of work, which may include engaging subcontractors and coordinating with other trades on site.
- (b) In our capacity as head contractor, we will: (i) manage the programme and coordinate subcontractors and other trades to the extent reasonably within our control; (ii) maintain appropriate site safety and compliance standards; and (iii) provide progress updates as agreed.
- (c) Where we engage subcontractors in connection with head contractor works, the provisions of clause 19 apply.
- (d) Delays caused by other trades, Third-Party Authorities, weather, or other circumstances outside our reasonable control will be treated as Latent Conditions or Force Majeure Events as applicable, and any resulting costs or programme impacts will be treated as a Variation under clause 8.

- (e) Where we act as head contractor, a separately executed contract agreement will typically be in place and will take precedence over this Agreement in accordance with clause 2(d).

17. PAYMENT

- (a) Payment terms are as follows, unless otherwise agreed in writing:
 - (i) Consumer Customers and domestic residential jobs: payment is due on completion (COD) or within 7 calendar days of the invoice date;
 - (ii) Commercial customers without an approved credit account: payment is due within 14 calendar days of the invoice date; and
 - (iii) Commercial customers with an approved credit account: payment is due in accordance with the terms set out in the applicable Credit Agreement, typically 30 calendar days from the invoice date.
- (b) Commercial customers are encouraged to apply for a credit account by contacting accounts@foreman-sheean.com.au. Credit is granted at our sole discretion and terms will be set out in a separate Credit Agreement. A deposit may be required at the time of booking in certain works.
- (c) All payments must be made using an Accepted Payment Method. You agree to review Tax Invoices promptly and notify us of any errors within 3 Business Days. Any disputed invoices must be notified in writing to accounts@foreman-sheean.com.au within 7 calendar days; the undisputed portion must be paid in accordance with clause 17(a).
- (d) If an undisputed invoice remains unpaid past its due date, we may at our discretion:
 - (i) after 20 Business Days past the due date, suspend all Services after providing you with written notice;
 - (ii) after 40 Business Days past the due date, refer the outstanding amount to a collection agent;
 - (iii) after 40 Business Days past the due date, terminate this Agreement or any open Works Orders by written notice; and
 - (iv) charge interest on all overdue amounts at the Reserve Bank of Australia cash rate plus 8% per annum, calculated daily and compounded monthly, from the due date until payment is received in full.
- (e) You will be liable for all reasonable costs of debt recovery including collection agency fees, solicitor's fees, and court costs. We may register a default against you with a credit reporting agency.
- (f) We may require a pre-payment or deposit prior to commencing work at our discretion.
- (g) Where payment plan arrangements are available for specific works (such as power purchase agreements or similar financing structures), these will be documented in a separate written agreement between the Parties and the terms of that agreement will govern payment for the relevant works.

18. DELIVERY, TITLE & RISK

- (a) Unless otherwise stated in a Referenced Document, our price includes all costs of delivering Goods and Services to you, including any applicable duties or levies.
- (b) Title to and ownership of all Goods supplied under this Agreement remains vested in Foreman-Sheean Electrical & Communications Pty Ltd until all Tax Invoices due and payable under this Agreement are paid in full. Until title passes, you hold the Goods as bailee for us.
- (c) If Tax Invoices remain unpaid for more than 45 days past their due date, you authorise us to enter your property and take all reasonable steps to recover possession of the Goods.
- (d) Risk in the Goods passes to you on delivery.

- (e) You acknowledge and agree that this Agreement creates a registrable security interest in our favour under the Personal Property Securities Act 2009 (Cth), and you consent to this (and any other registrable interest) being registered on the Personal Property Securities Register (PPSR). You must do all things reasonably required to enable us to register our interest.
- (f) Goods returned with our prior written consent will incur a restocking fee of 15% of the Goods price. Return requests must be made within 7 days of delivery; Goods must be returned within 14 days of delivery.

19. SUBCONTRACTING & LABOUR

- (a) We may subcontract any part of the Services to a qualified subcontractor or engage casual or labour hire workers to perform works without your prior consent, provided that:
 - (i) all workers hold the licences and qualifications required to perform the relevant work;
 - (ii) all workers are covered by appropriate insurance; and (iii) we remain responsible to you for the performance of all work as if we had performed it ourselves.
- (b) All subcontractors, casual workers, and labour hire workers performing Services under this Agreement do so under our supervision and are covered by our insurance and licences unless otherwise agreed in writing.
- (c) We maintain a compliance register for all staff, subcontractors, and labour hire workers as described in clause 31.
- (d) Nothing in this clause creates any contractual relationship between you and any subcontractor, casual worker, or labour hire worker. Your contractual relationship is with us only.

20. CUSTOMER-SUPPLIED EQUIPMENT

- (a) We may agree to install, connect, or work with Customer-Supplied Equipment. In doing so, we accept no responsibility for the suitability, compatibility, quality, or compliance of that equipment with applicable standards or regulations.
- (b) You warrant that any Customer-Supplied Equipment is fit for its intended purpose, free from defects, and compliant with all applicable Australian standards and regulations.
- (c) If Customer-Supplied Equipment is found to be defective, non-compliant, or incompatible during or after installation, any additional labour, Goods, or costs required to rectify or remove the equipment will be charged to you as a Variation.
- (d) We will not be liable for any loss, damage, or failure arising from or connected to Customer-Supplied Equipment, including any damage to existing infrastructure caused by a defect in that equipment.
- (e) Our workmanship warranty under clause 28(a) applies to our installation labour only and does not extend to the performance or fitness for purpose of Customer-Supplied Equipment.

21. THIRD-PARTY AUTHORITIES & DELAYS

- (a) Certain Services require approvals, connections, inspections, or decisions from Third-Party Authorities. We will use reasonable endeavours to assist you in obtaining required approvals but are not responsible for the decisions, delays, or requirements of any Third-Party Authority.
- (b) Where a delay caused by a Third-Party Authority affects our ability to complete the Services:
 - (i) any agreed completion timeframe will be extended by the period of the delay;
 - (ii) any additional costs we reasonably incur as a result of the delay will be charged to you as a Variation; and (iii) we will not be liable for any loss arising from such delay.

- (c) You are responsible for obtaining and maintaining all approvals, consents, permits, and licences required from Third-Party Authorities, unless we have expressly agreed in writing to manage this on your behalf.
- (d) Where we agree to manage Third-Party Authority approvals on your behalf, we act as your agent only. Any fees, levies, or charges imposed by the Third-Party Authority are payable by you and are not included in our price unless expressly stated.

22. PROPERTY MANAGERS

- (a) Where a property manager, agent, or similar representative engages us on behalf of a property owner, that representative warrants that they have the authority of the property owner to engage us and to approve the relevant works and associated costs.
- (b) The engaging representative and the property owner may each be held liable for payment of our Tax Invoices where the representative has engaged us on the owner's behalf.
- (c) We are not responsible for any dispute between a property manager, property owner, tenant, or occupant regarding the authorisation, cost, or outcome of works. Our obligation is to the Party that engaged us.

23. HAZARDOUS MATERIALS

- (a) You warrant that, to the best of your knowledge, the site does not contain asbestos, lead paint, or other hazardous materials that would affect the safe delivery of the Services.
- (b) If our personnel encounter or reasonably suspect the presence of hazardous materials during delivery of Services, we reserve the right to immediately suspend work. We will notify you as soon as practicable and will not recommence until the hazard has been assessed and remediated by a suitably qualified person at your cost.
- (c) Any delay, additional cost, or variation to scope arising from the presence of hazardous materials will be treated as a Latent Condition under clause 8(b) and charged to you accordingly.
- (d) We will not be liable for any cost, loss, or delay arising from the presence of hazardous materials, whether or not their presence was known or disclosed prior to commencement of work.

24. SITE ACCESS & KEY HOLDING

- (a) You may provide us with Site Access Information to enable us to access your property, site, or equipment in connection with the Services. By providing Site Access Information, you authorise us to use it for the purposes of delivering the Services only.
- (b) We will take reasonable steps to store and manage Site Access Information securely, including maintaining a register of keys and access items held on your behalf, with records of which personnel have access to them at any given time.
- (c) We will not duplicate, share, or disclose Site Access Information to any person who does not require it for the delivery of the Services. Access to Site Access Information will be limited to authorised personnel only.
- (d) We will return Site Access Information to you promptly on completion of the relevant Services, on termination of this Agreement, or on your written request.
- (e) We will notify you as soon as practicable if Site Access Information is lost, stolen, or compromised. Our liability for any loss or damage arising from the loss or compromise of Site Access Information is limited to the extent caused by our negligence or wilful act.
- (f) You are responsible for changing any security codes, passwords, or access credentials that you consider may have been compromised, at your own cost.

25. DATA & SENSITIVE INFORMATION

- (a) In the course of providing Services we may collect, store, and use sensitive information including energy usage data, security system information, site access credentials, and equipment monitoring data. We will handle all such information in accordance with this clause and our obligations under the Privacy Act 1988 (Cth).
- (b) We will only use sensitive information for the purposes for which it was collected — being the delivery of the Services — and will not disclose it to any third party except: (i) as necessary to deliver the Services (including to subcontractors, manufacturers, or Third-Party Authorities); (ii) where required by law; or (iii) with your express written consent.
- (c) We will take reasonable technical and organisational steps to protect sensitive information from unauthorised access, loss, or misuse. In the event of a data breach that is likely to result in serious harm, we will notify you and the Office of the Australian Information Commissioner as required by law.
- (d) On completion of the relevant Services or termination of this Agreement, we will, on your written request, return or securely destroy any sensitive information we hold in connection with your engagement, to the extent reasonably practicable.

26. YOUR OBLIGATIONS

You warrant and agree that:

- (a) You have effected and will maintain appropriate insurance to cover your risks and the Goods from the time risk transfers to you;
- (b) There are no legal restrictions preventing you from entering into this Agreement;
- (c) You will cooperate fully with us and provide all documentation, access, and information necessary for us to deliver the Goods and Services;
- (d) All information you provide to us is true, accurate, and complete;
- (e) You are responsible for obtaining all required approvals, consents, licences, and permissions from any Third-Party Authority necessary for the Goods and Services to be provided, at your own cost, except where we have expressly agreed in writing to manage this on your behalf;
- (f) To the extent we need to access your property, you will ensure it is safe, free from hazardous materials, and compliant with all relevant workplace health and safety laws; and
- (g) You will not use our Goods or Services in breach of any applicable law or regulation.

27. INDEMNITIES

- (a) To the extent of our relevant insurance coverage, we will indemnify you against any loss or liability arising directly from our wilful, unlawful, or negligent act or omission in connection with this Agreement.
- (b) You will indemnify us against any loss, damage, cost, or liability arising from: (i) your breach of this Agreement; (ii) any wilful, unlawful, or negligent act or omission by you, your employees, agents, or subcontractors; (iii) any information provided by you that is false, misleading, or incomplete; or (iv) any defect in or unsuitability of Customer-Supplied Equipment.
- (c) This clause survives termination or expiry of this Agreement.

28. WARRANTIES

- (a) We provide a 12-month workmanship warranty on all Services, warranting that our work has been performed to the standard reasonably expected of a qualified tradesperson. This warranty covers the quality of workmanship only and does not constitute a guarantee that any repair will permanently resolve the reported fault. Pre-existing conditions, intermittent faults, or related component failures may cause the same or similar symptoms to recur after a repair, and this does not in itself constitute a breach of this warranty.
- (b) Goods carry only such warranties as are specified by the manufacturer. We are not the manufacturer of Goods and, subject to your Statutory Rights, are not liable for manufacturer warranties, though we will take all reasonable steps to facilitate a manufacturer warranty claim on your behalf.
- (c) Our Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this Agreement excludes your Statutory Rights.
- (d) All manufacturer warranties are void if the defect is caused by misuse, use by an untrained person, or deliberate tampering.
- (e) You must notify us of any defect in workmanship within 7 days of completion of Services, or as soon as practicable after becoming aware of the defect.
- (f) This clause survives termination or expiry of this Agreement.

29. LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law, we exclude all liability for Consequential Loss.
- (b) To the maximum extent permitted by law, our total liability arising out of or in connection with this Agreement is limited to the lesser of: (i) re-supplying the relevant Goods or Services; or (ii) refunding the amount paid by you for the Goods or Services to which the liability relates.
- (c) We exclude liability caused or contributed to by: (i) Latent Conditions; (ii) acts or omissions of you or any third party not engaged by us; (iii) any information or directions provided by you; (iv) any Specification Change; (v) any Force Majeure Event; or (vi) any defect in or unsuitability of Customer-Supplied Equipment.
- (d) This clause survives termination or expiry of this Agreement.

30. INSURANCE

- (a) We maintain the following insurance coverage:
 - (i) General and Products Liability: \$20,000,000 per occurrence for public liability and \$20,000,000 per occurrence and in aggregate for products liability;
 - (ii) Professional Indemnity: \$5,000,000 any one claim and in the aggregate, covering design, engineering, electrical and communications consulting, energy advisory, and related professional services; and
 - (iii) Contract Works: per-contract coverage for construction and installation projects, subject to the terms and limits of our current policy. Contract works coverage applies to projects anywhere in Australia within the territorial limits of our policy. The limit and territorial coverage of our contract works insurance is subject to change and current details are available on request.
- (b) We will maintain our insurance coverage for at least 12 months after the last invoice rendered under this Agreement and will provide evidence of current coverage on request.
- (c) Where a client requests to be named as an additional insured on our policy, we will consider such requests at our discretion and subject to our insurer's consent. We are under no obligation to agree to named insured requests, and any costs associated with endorsing a client onto our policy may be passed on to the client.

31. COMPLIANCE & STAFF

- (a) We maintain a compliance register for all staff, subcontractors, and labour hire workers, including inductions, licences, qualifications, identification, criminal history checks, working with children checks, and right-to-work checks. All staff and workers undergo annual criminal history and identification verification.
- (b) You may ask us at any time to certify the qualifications of any staff member or worker. We will respond in writing within 2 Business Days.
- (c) We encourage you to ask our staff and contractors for identification on entering your premises; however, you must not retain copies of primary identification documents (including driver's licences, passports, or birth certificates).
- (d) If you request additional compliance activities, we will respond within 20 Business Days, advise of any additional charges, and note any limitations.

32. OCCUPATIONAL HEALTH & SAFETY

- (a) The health and safety of our team and yours is our highest priority. We operate within a documented OH&S framework designed to promote a safe working environment.
- (b) We may, by agreement with you, augment our OH&S framework with yours for the purpose of delivering Services.
- (c) You have the right to ask any of our staff or subcontractors to leave your premises if you reasonably believe they have contributed to a breach of your OH&S requirements.
- (d) Our staff and subcontractors have the right to refuse to deliver Services if they reasonably believe doing so would breach our OH&S requirements.

33. EMERGENCY & AFTER-HOURS SERVICE

- (a) Emergency and after-hours service availability is provided at our discretion and is subject to technician and parts availability. We do not guarantee any specific response, mobilisation, or restoration timeframe under this Agreement.
- (b) Where guaranteed response times are required, these must be documented in a separate signed Service Agreement between the Parties. Nothing in this clause prevents us from attending an emergency at our discretion.
- (c) After-Hours rates apply to all after-hours attendances as set out in our Rate Card. A separate call-out fee applies to all unscheduled After-Hours service requests in addition to any applicable labour charges.

34. SERVICE SUSPENSION & TERMINATION

- (a) If you are outside our trading terms, we may suspend delivery of any accepted but undelivered Works Orders after providing you with written notice.
- (b) This Agreement may be terminated: (i) by either Party with 14 calendar days written notice if the other Party commits a breach incapable of remedy; (ii) by either Party immediately if the other Party fails to remedy a breach within 30 days of written notice; or (iii) by either Party without notice on an Insolvency Event.
- (c) You may unilaterally terminate this Agreement upon 90 calendar days written notice.
- (d) Termination does not affect accrued rights or any clause expressed to survive termination.

35. RECORDS

- (a) At the conclusion of each service activity we will produce documentation sufficient to demonstrate what work was undertaken, what was supplied, and the results of any associated testing.
- (b) Once records are transmitted to you by email, you are responsible for their maintenance and storage.
- (c) We reserve the right to withhold records if your account is not in good standing or you are in breach of this Agreement.

36. FORCE MAJEURE

- (a) If a Party is prevented from performing an obligation due to a Force Majeure Event, it must notify the other Party within 5 Business Days. The affected Party's obligations are suspended for the duration of the event, and both Parties must use best endeavours to minimise its impact.
- (b) Neither Party is excused from any obligation to pay money because of a Force Majeure Event.
- (c) If a Force Majeure Event continues for more than 60 calendar days, either Party may terminate this Agreement on 10 calendar days written notice.

37. INTELLECTUAL PROPERTY

- (a) Unless expressly stated otherwise in a Referenced Document, all intellectual property rights in any materials, designs, or documentation produced by us in connection with this Agreement remain vested in us. We grant you a non-exclusive licence to use such materials for the purpose for which they were created.
- (b) Material provided by you for the purposes of this Agreement remains owned by or licensed to you. Its provision to us does not transfer any intellectual property rights.

38. CONFIDENTIALITY

- (a) Each Party agrees to keep the other's Confidential Information (as defined in clause 3(f)) strictly confidential and to use it only for the purposes of this Agreement. Access to Confidential Information will be limited to authorised personnel on a need-to-know basis.
- (b) Confidential Information does not include information that: (i) was known at the time of receipt; (ii) is or becomes publicly available through no fault of the receiving Party; or (iii) is disclosed to third parties without restriction by the disclosing Party.
- (c) On termination, each Party must return or securely destroy all copies of the other's Confidential Information.
- (d) This clause survives termination or expiry of this Agreement.

39. PHOTOGRAPHY & PUBLICITY

- (a) We reserve the right to take photographs and video of Goods and Services we install or deliver. All intellectual property rights in such photographs and video are held by us.
- (b) You may request copies of photographs or video and we will provide them. We grant you a non-exclusive, non-transferable licence to use them for your own purposes.
- (c) You consent to us using photographs, video, and relevant project details for our marketing and promotional purposes, including on our website and social media, unless you notify us in writing that you object.
- (d) Neither Party may publish any press release or publicity material referencing the other Party without prior written approval, which must not be unreasonably withheld.

40. PRIVACY

- (a) We collect and handle personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. We collect personal information for the purposes of delivering our Goods and Services, managing our customer and supplier relationships, processing payments, and marketing where you have consented.
- (b) We will not disclose your personal information to third parties except: (i) as necessary to deliver the Services (including to subcontractors, manufacturers, or Third-Party Authorities); (ii) to credit reporting agencies or debt collection agents as permitted under this Agreement; or (iii) where required by law.
- (c) You have the right to access and request correction of any personal information we hold about you. Requests should be directed to info@foreman-sheean.com.au. We will respond within a reasonable time and in accordance with our obligations under the Privacy Act 1988 (Cth).
- (d) We take reasonable steps to protect personal information from misuse, loss, and unauthorised access. If a notifiable data breach occurs, we will notify you and the Office of the Australian Information Commissioner as required by law.

41. ANTI-BRIBERY & CORRUPTION

- (a) Each Party undertakes to comply with all applicable anti-bribery and corruption laws, including the Criminal Code Act 1995 (Cth) and Corporations Act 2001 (Cth), and to implement reasonable policies and measures to prevent corruption.
- (b) Each Party declares that neither it nor any of its representatives will directly or indirectly offer, give, or accept any bribe, improper payment, or other advantage in connection with this Agreement.

42. DISPUTE RESOLUTION

- (a) The Parties agree to negotiate in good faith to resolve any dispute arising under this Agreement 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.

43. GENERAL

- (a) **Governing Law:** This Agreement is governed by the laws of the State of Victoria. The Parties submit to the non-exclusive jurisdiction of the courts of Victoria. This Agreement applies nationally, and where applicable laws of another state or territory provide additional rights to a Consumer Customer, those rights are not excluded.
- (b) **Entire Agreement:** This Agreement (together with any Referenced Documents in force at the relevant time) constitutes the whole agreement between the Parties with respect to its subject matter. No Party has relied on any representation, warranty, or undertaking not expressly set out in this Agreement.
- (c) **Amendment:** This Agreement can only be varied in writing signed by both Parties.
- (d) **Severability:** If any clause is illegal, unenforceable, or invalid, it is severed from this Agreement. The remainder continues in full force.

- (e) **Waiver:** A failure to exercise a right under this Agreement 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 this Agreement without the prior written consent of the other, which consent must not be unreasonably withheld.
- (g) **Joint & Several Liability:** Where the Customer comprises two or more individuals or entities, they are jointly and severally liable under this Agreement.
- (h) **Notices:** Formal legal notices under this Agreement must be sent by email to compliance@foreman-sheean.com.au (for us) and to the email address to which we send Tax Invoices (for you), or such other address as notified in writing. General enquiries should be directed to info@foreman-sheean.com.au and accounts and payment matters to accounts@foreman-sheean.com.au.
- (i) **Counterparts & Electronic Execution:** This Agreement may be executed in counterparts, including electronically. An electronically signed copy is legally binding.