AUDIO VISUAL SOLUTIONS CORPORATE TECHNOLOGY DESIGN CONSULTATION FACILITY UPGRADES



Terms and Conditions under which LIFELIKE GROUP PTY LTD ABN: 72 630 496 874, it's subsidiaries and assigns (herein called LIFELIKE) sells Goods and provides Services to, for and on behalf of customers (herein called "The Customer").

1. Dictionary and Definitions

a) In these conditions of sale, the singular includes the plural and vice versa and any reference to the masculine or neuter genders shall include the other genders and any reference to "person" or "The Customer" shall include corporation or any other legal entity. b) Goods means the equipment referred to on the quote and sales invoice and/or any additional equipment schedules as such invoice refers to;

c) the charges means the amount shown where "Total charges" applies on the sales Tax Invoice.

d) The Customer means the natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate to whom the equipment is or will be sold to.

e) Agents means natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate nominated by, representing or operating for and/or on behalf of The Customer including those signing purchase orders, collecting goods, transporting goods, accepting consignments, accepting or facilitating installations, Scope of Works, Services or Service Agreements.

f) Corporations Act means the Corporations Act 2001 (Cth) as amended from time to time

g) GST means the goods and services tax imposed under the A New Tax System (Goods & Services Tax) Act 1999 and, unless otherwise defined in this Agreement, terms defined in that Act have the same meaning in this Agreement

h) Deposit means the deposit specified in Quotation, Proposal, Tax Invoice or Sales Agreement.

i) Services means the design and/or preparation and/or delivery and/or setup and/or operation and/or pack-down and/or return and/or de-prep of equipment.

j) Personnel mean the number of LIFELIKE staff specified on the Quotation, Proposal or Sales Agreement.

k) Terms means the payment terms specified in the Terms and Conditions of Sale and/or as agreed to between LIFELIKE and The Customer.

I) Customer Order and Purchase Order means The Customer's request for Equipment Hire and/or Services provided Verbally, in Writing and/or via electronic Acceptance.

m) Finance Fee means a fee charged to The Customer for providing credit and trading terms and for the servicing of any outstanding or bad debts.

n) The words "such as", "including", "particularly" and similar expressions are not used as nor are interpreted as words of limitation.

o) Headings are for convenience only and do not affect the interpretation of these terms and conditions.

p) the document includes all amendments or supplements to that document;

2. Validity of Quotations

All quotations are valid for a period in accordance with the terms shown on the quotation subject to the following conditions:

a) where no date is shown, the Quote is valid for seven (7) days from the date of issue unless otherwise authorised in writing by LIFELIKE;

b) in the event that the prevailing exchange rate between the currency of the country of origin and the currency quoted has fluctuated from the time the quotation is rendered to the time of payment is received from The Customer, LIFELIKE reserves the right in its sole discretion to adjust any prices quoted herein and The Customer agrees to meet the revised price. For the purpose of this contract, the prevailing exchange rate at the time of the quotation shall be the rate specified, (at the time payment is received) to be that issued by the Commonwealth Bank of Australia for a spot transaction on that day; c) all Quoted prices are provided strictly 'While Stocks Last' and remain subject to change based on equipment availability.

d) LIFELIKE reserves the right to exchange, at its discretion, any product quoted for an alternate product, brand or model of similar performance and value subject to availability. e) LIFELIKE reserves the right to retract any Quote or Offer subject to the availability of goods and/or services provided on the Quotation.

f) LIFELIKE reserves the right to make amendments or alterations to the Quotation at any time prior to The Customer's acceptance and receipt of Purchase Order.

g) Any variation made by The Customer to the goods or services or variations to the site or other conditions that occur before or during the performance of works will incur a variation of fees.

h) LIFELIKE will only recognise LifeLike Group Pty Ltd written Quotations or Proposals as the documentation for the supply of goods and/or services. No verbal quotations or instructions will be accepted.

Terms & Conditions of Sale

3. Delivery

a) LIFELIKE will make all reasonable efforts to have the goods delivered to the purchaser on the date agreed between the parties, but LIFELIKE shall not be liable for any failure to deliver or delay in delivery for any reason;

b) the purchaser undertakes to carefully inspect the equipment upon delivery and to notify LIFELIKE if there is any damage or shortage. No claim shall be recognised if goods are accepted by The Customer without identifying the damage or shortage on the CON Note prior to signing for the items. In addition, LIFELIKE must be notified of this claim within 7 days of receipt of goods;

c) where The Customer arranges its own carrier, it shall be responsible for all freight, insurance and other costs associated with the carriage;

d) where LIFELIKE arranges carriage, all freight, insurance and other costs shall be to the account of The Customer;

e) unless specified on the quote or tax invoice, or paid for by The Customer, no warranty or insurances are provided;

f) where LIFELIKE acts as a carrier of goods, for and/or on behalf of The Customer or supplier and/or offers other value-added services including, but not limited to the transportation, storage, installation of such goods, The Customer agrees to and accepts LIFELIKE's 'Terms and Conditions of Carriage for 'Goods In Transit.' (copy available upon request).

4. Risk

Unless otherwise agreed in writing, all risk in and to the Goods purchased shall pass to the purchaser upon the Goods being collected from LIFELIKEs premises or its Suppliers premises, including when LIFELIKE is transporting the goods on behalf of The Customer.

5. Prices

All prices quoted are subject to the following terms and conditions: a) in Australian dollars;

b) quoted Exclusive of GST unless otherwise specified;

c) subject to revision based on exchange rate fluctuations, product availability, Errors and Omissions.

6. Payment

a) The Customer shall be liable for the total cost of the contract irrespective of any agreements made between them and any other parties regarding contributions. b) The customer shall not withhold any monies owing to LIFELIKE as retentions or default,

alleged default or other reason. c) Terms of payment require all goods and services be paid for on or before delivery. d) Where LIFELIKE and The Customer agree on and maintain a credit arrangement, by the terms of payment and conditions below:

- Deposit, as shown on the quotation, proposal or deposit invoice.
- Progress Payment, on the delivery of goods to site within 7 days of invoice. ii.
- iii. Final Payment within 7 days of the completion of works including any variations.

e) LIFELIKE shall be entitled to render The Customer progress claim based on a pro rata value of works completed for projects which extend for more than 7 days.

f) LIFELIKE reserves the right to cease work until any outstanding claims have been paid in full without any financial cost or claim being made against LIFELIKE for any disruption to works and or subsequent impacts and/or losses.

g) The Customer agrees to pay LIFELIKE a Finance Fee for all transactions made on trading terms in addition to the base rate listed on the quotation or proposal document. h) If payment is made by credit card, The Customer agrees to pay the credit card commission in addition to the total offer on the Quote or Proposal.

i) Where The Customer fails to meet their obligations to pay any Tax Invoice, Progress Payment or Claim within the terms of the agreement, The Customer shall be Liable to pay:

- Interest on overdue invoices at a rate 3% above the Commonwealth Bank Business Overdraft Indicator Lending Rate.

 a monthly account maintenance charge of \$50 to any outstanding debt.
 payments will be made by EFTPOS, Electronic Funds Transfer, VISA, MASTERCARD AMARICAN EXPRESS or Cash.

7. Default

a) LIFELIKE can demand immediate payment of any or all amounts owed even if they are not currently due for payment if The Customer becomes insolvent, proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors a receiver, manager liquidator or similar person, company, trust, legal entity or otherwise appointed in respect of The Customer or any of The Customer's assets.

b) The Customer will be responsible for any debt collection costs.

d) LIFELIKE may List the Debt with Credit Reporting Bodies including: Equifax, illion (Dun & Bradstreet) and Ecperian.

LIFELIKE Group Pty Ltd Terms & Conditions of Sale

8. Termination of Contract

a) LIFELIKE will terminate the Contract immediately and cease the Services and/or remove the Goods from the location at any time if The Customer are in breach of these terms and conditions, or if The Customer take any steps, or of any action is started which, in our reasonable opinion suggests that The Customer solvency is in doubt. b) Where provisions of clause 8.a) apply, The Customer authorise LIFELIKE and/or its representatives to enter any property where we reasonably believe the Goods to be, in order to collect such Goods without any obstruction or interference.

9. Preservation of Title

a) Property of the Goods shall remain the sole and absolute property of LIFELIKE as legal and equitable owner until the purchase price for all goods and/or services and variations in full is received by LIFELIKE from The Customer.

b) Prior to payment of the purchase price in full, The Customer shall hold the Goods as bailee for LIFELIKE. In the event of the Goods whether in the same or a modified form being disposed of prior to the payment of the purchase price in full, any amount received by The Customer shall be held in trust by The Customer for LIFELIKE.

c) The title of Goods shall only pass to The Customer upon the payment in full as noted in section 9a.

d) The Customer irrevocably authorises LIFELIKE to repossess any goods supplied by LIFELIKE to The Customer, without any notice if The Customer, as per the detail in clause 7. Default.

e) The Customer will prior to attaching any goods onto any building notify the owner of the building that such goods are subject to this reservation of the title clause, except only as provided by law.

f) The Customer releases and indemnifies LIFELIKE, its Agents, subsidiaries and representatives from all claims for loss or damage caused by LIFELIKE or its Agents, subsidiaries or representatives in enforcing or attempting to enforce its rights under clause 9. Preservation of Title.

g) Excess materials remain the property of LIFELIKE and will be removed from the site at the completion of work.

10. Cancellation

Orders may be cancelled or rescheduled to ninety (90) days before the scheduled shipment date. Any cancellation or rescheduling occurring in less than ninety days prior to the scheduled shipment date will be subject to:

a) cancellation/rescheduling charge equal to 40% of the gross order value;

b) where a custom manufactured or specialist product has been ordered, all fees

associated with design, manufacture and supply of those ordered goods and any applicable cancellation fees shall apply up to the full value of the design and supply of the equipment.

d) additional fees apply to any cancellation made for sales including installation or commissioning where LIFELIKE has incurred any costs and/or is not reasonably able to reschedule its Agents, subsidiaries or assigns.

e) failure to provide notice of 'special' venue conditions of entry will be the responsibility of The Customer. Any delays, costs, impacts or cancellations will be at the expense of The Customer if they have failed to notify LIFELIKE of any such conditions or requirements at the time of ordering or booking.

11. Limitation of Liability In no event shall LIFELIKE be liable to The Customer for incidental or consequential damages (including loss of profits) of any nature arising out of or related to the supply, design, manufacture, installation or service or the performance or use of any Goods and, in the event that LIFELIKE are liable for a breach of warranty or condition implied by law and not capable of exclusion by agreement. LIFELIKE's liability shall be limited to the total price received from The Customer for the goods and/or services or the minimum level possible under that law, which ever is the lower amount.

12. Validity

These Terms and Conditions of Sale shall apply to the sale and purchase of the quoted Goods and Services, except where modified herein by LIFELIKE's Director or except where LIFELIKE and The Customer are parties to a current written agreement which governs the sale and purchase, in which latter case the provisions of the said Agreement shall prevail.

No offer made by The Customer shall not be binding on LIFELIKE until accepted in writing by LIFELIKE's Director.

13. Warranty

NEW GOODS

Where LIFELIKE are not the actual or deemed manufacturer of the Goods under the Australian Consumer Law, then the warranty of the actual manufacturer of the Goods is the only warranty given to The Customer in respect of the goods sold.

a) LIFELIKE offers a "Supplier Warranty" Nothing under this clause affects The Customer's rights under the Australian Consumer Law. The benefits to The Customer under the Supplier Warranty are in addition to the rights and remedies under any Consumer Guarantees under the Australian Consumer Law:

b) LIFELIKE warrants that:

i) the Goods supplied under normal use will be free of manufacturing defects in materials and workmanship for the period of manufacturer's warranty provided for each product described from the date of shipment to The Customer.

ii) the Goods will perform to our specifications;

iii) the Services will be supplied with due care and skill and will comply with our specifications or service standards for the services.

The benefit of the Supplier Warranty extends only to The Customer and not to any subsequent owner or user of the Goods or other party benefiting from the Services. c) LIFELIKE will, at our opinion, repair or replace, any parts which are determined to be defective within the Goods Warranty Period (excluding expendables) at no cost to the original Customer or refund the purchase price paid by The Customer provided the Goods and/or Service:

i) have not been damaged, subject to misuse, neglect, negligence or accidental or deliberate damage; and

ii) have not been operated in any manner contrary to the operating instructions; and iii) have not been altered or repaired or improperly maintained or modified by The Customer or others in a manner which LIFELIKE reasonably determines to have adversely affected performance or reliability; and

iv) have not been installed, repaired or maintained by any person other than a qualified tradesperson or technician; and

v) have not been improperly handled, installed, repaired or maintained; and

vi) have not been used after any defect becomes reasonably apparent; and xi) in respect of which any serial numbers of LIFELIKE, the Supplier or the manufacturer is

altered or removed. d) The Australian Consumer Law requires the inclusion of the following statement with the Supplier Warranty in any Consumer Contract:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

e) Claiming under the Supplier Warranty:

In order to claim under the Supplier Warranty, The Customer must:

i) return to the place of purchase and/or to the address, provided on the Warranty Return Authorisation, issued by LIFELIKE upon acceptance of the warranty claim.

ii) contact us by calling 02 8880 6766, writing to us at PO BOX 421, RYDE NSW 1680, or emailing info@lifelike.com.au;

iii) provide LIFELIKE with all information requested in respect of the claim. f) The Customer, The Customer acknowledge and agree that:

i) LIFELIKE will not be required to accept The Customer claim under the Supplier Warranty unless the claim is made in strict accordance with these terms;

ii) The Customer are responsible for the return of the goods to LIFELIKE and for the redelivery the goods by us and any other expenses of The Customer in claiming under the Supplier Warranty:

iii) The Customer are responsible for backing up all relevant data and systems of any goods subject to a Supplier Warranty prior to returning the goods to LIFELIKE.

iv) whilst LIFELIKE will take all reasonable steps to prevent any loss of data, corruption or system failure in respect of goods returned, The Customer will not hold us liable for any loss or damage arising during the repair process.

g) The Customer, The Customer, acknowledge and agree that LIFELIKE is not responsible for:

i) any loss or damage caused to the goods during transit;

ii) any delay in determining The Customer claim under the Supplier Warranty or providing The Customer with any remedy under such claim; or

iii) any loss of data, corruption or system failure in respect of data or systems installed on the goods

h) LIFELIKE's liability hereunder is limited to the repair or replacement of the defective part and does not include any labour related to the subsequent installation thereof. Parts repaired or replaced by LIFELIKE will be shipped to Customer F.O.B. destination. The above warranties extend solely to Customer and all warranty claims must be generated by the original Customer. Repair or replacement of component parts shall not extend nor decrease the Equipment warranty.

i) Any items deemed not to be covered under warranty by LIFELIKE or the approved repairer, will be contacted immediately. Any service charges billed to LIFELIKE by the approved repairer will be passed on to directly to The Customer, with the addition of a processing and handling fee.

SECOND HAND GOODS

All sales of second hand goods as reference on the Quote and/or Invoice will be sold in "as is" condition. The supplier and/or Manufacturer's Warranty (where applicable) that apply to the sale of goods under these Terms and Conditions does not apply. The warranty we supply in relation to second hand goods sold by us is the warranty to repair those goods, which exists for a period of ninety (90) days from the date of purchase.

14. Repairs

With the exception of the warranty period (repairs are warranted for 30 days), new Goods terms and conditions apply.

THE WARRANTIES CONTAINED IN THIS CLAUSE ARE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN NON INFRINGEMENT AS HEREINAFTER PROVIDED) EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

The Customer, The Customer acknowledge and agree that:

a) The Customer are responsible for the return of the goods to LIFELIKE and for the redelivery of the goods by us and any other expenses under repair;

b) The Customer are responsible for backing up all relevant data and systems of any goods prior to returning the goods to LIFELIKE for repair.

d) whilst LIFELIKE will take all reasonable steps to prevent any loss of data, corruption or system failure in respect of goods returned, The Customer will not hold us liable for any loss or damage arising during the repair process.

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e) The Customer, The Customer, acknowledge and agree that LIFELIKE is not responsible for:

- i. any loss or damage caused to the goods during transit;
- ii. any delay providing The Customer with any repair; or

iii. any loss of data, corruption or system failure in respect of data or systems installed on the goods.

15. Authorised Returns

Customer shall not return any LIFELIKE Product for credit, exchange, warranty or otherwise without the prior issuance by LIFELIKE of a LIFELIKE Return Authorisation, or Warranty Return Authorisation and shall be subject to the following terms: a) a returned item fee of 30% of the invoice total shall apply to all items that are returned

to LIFELIKE in their original and unopened packaging;

b) such goods are subject to inspection before acceptance as "returned goods";

c) Special Order and Custom Manufactured Items are not accepted for return.

16. Hires, Rentals & Loans

In addition to these terms and conditions of sale, any and all equipment and transactions relating to any and all equipment hires, leases or loans of equipment (here in known as 'Hire') from LIFELIKE, shall be subject to LIFELIKE's 'Terms and Conditions of Hire.' Upon signing LIFELIKE's Hire Agreement and/or placing a purchase order and/or by act of receiving or accepting the Goods or Services and/or by the act of engaging in the use of these Goods or Services it is deemed The Customer agrees to LIFELIKE's Terms and Conditions of Hire and the Terms and Condition of Sale. For a full copy of these Terms and Conditions, please refer to The Customer hire contract, our web page www.LIFELIKE.com.au,or contact LIFELIKE directly to obtain a copy.

17. Service and Maintenance Agreements

Where a service agreement and/or maintenance agreement have been agreed to by The Customer, the terms and conditions of service and maintenance agreement shall apply in addition to these terms and conditions. For a full copy of these Terms and Conditions, please refer to The Customer service and/or maintenance agreement contract, our web page www.lifelikegroup.com.au,or contact LIFELIKE directly to obtain a copy.

18. Installation & Service

Where The Customer has engaged LIFELIKE to integrate and/or commission Goods, the provision of installation and/or commissioning services shall be covered under LIFELIKE's Terms and Conditions of Installation and/or Terms of Service Agreement.

a) Shall be carried out in accordance with our Scope of Works Document;
 b) Where included on a Quotation or Proposal as an "Included Service" shall provide all

b) where included on a cubulation of Proposal as an included Service static provide an design, documentation and certifications otherwise as listed. Where additional designs, documentation and services are not charged for or expressly mentioned as "Included Services" in a Proposal document, these documents and services and certifications shall be excluded from the offering.

c) When booking an installation or service, The Customer enters into an Agreement with LIFLIKE to make the site and/or building freely available to LIFELIKE for the duration of the project.

d) Where The Customer changes the date of the installation, LIFELIKE will make all reasonable effort to adjust our installation schedules to suit the next best dates.
 e) Any change of date may incur a variation and/or rebooking fee for charges accrued and for any changes after a booking confirmation or within 7 days of an unconfirmed scheduled installation date, incur a variation for all costs associated with the costs accrued against those dates including but not limited to: travel, accommodation, labour, storage, hire and other service fees that are incurred as a result of the postponement or cancellation.

f) Irrespective of The Customers Expectations, Terms or otherwise, LIFELIKE accepts no responsibility or liability what so ever for the disposal of any owner furnished equipment, building waste, packaging or other materials unless expressly stated in our Quotation or Proposal.

g) Prior to commencement of works, LIFELIKE will work with The Customer to ensure all appropriate documentation, site inspections and paperwork are completed. It is the responsibility of The Customer to ensure all required documentation is completed to allow the commencement of works.

h) unless otherwise expressly stated, no allowance has ben made for site specific induction and/or training. Any additional fees, charges and or time training will be billed to The Customer.

 The Customer agrees to pay all variations for disruptions and delays to work which are incurred due to site, client or other delays where the delays are out of the control of LIFELIKE.

Further Terms & Conditions are available on the Scope of Works document and in the Terms and Conditions of Installation.

j) If any there are any special site requirements or restrictions such as site inductions, vaccinations or other terms and conditions that the client, venue or government imposes, these conditions, restrictions and requirements must be confirmed with LIFELIKE at the time of booking. Failure to notify LIFELIKE at the time of booking of any such terms, conditions, restrictions or requirements may: Impact the delivery, installation or service; Incur additional charges for any and all disruptions and delays. Please note that LIFELIKE's Cancellation Policy Applies (see section 10).

19. Design

a) Where The Customer has engaged LIFELIKE to design a solution, The Customer agrees that the Services and the work product of LIFELIKE's Designer are sold "as is."
 b) In all circumstances, the maximum liability of LIFELIKE, its Directors, Officers, Employees, Design Agents and Affiliates ("Designer Parties"), to The Customer for

damages for any and all causes whatsoever, and The Customer's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of the design portion of the project.

c) In no event shall Design Parties be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Design Party, even if a Design Party has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.
e) Unless otherwise included on a Quotation or expressly notes as "Included" on a Proposal, no designs, drawings, documentation, cable schedules, comprehensive manuals or otherwise shall be provided as part of the design or handover process.

20. Defects

a) Except as required under any law, all implied warranties and conditions are excluded. The Customer's sole and exclusive remedy for any damage whether direct, indirect special or circumstantial shall be limited to the terms of clause 13 and clause 14.
b) LIFELIKE's maximum liability is limited as per clause 11.
c) The defects for supply and installation must be notified by The Customer to LIFELIKE within 5 days of completion.

21. Confidentiality & Intellectual Property

The Title to all documents, data, written information, ideas and proprietary information furnished to The Customer by LIFELIKE prior to, during and after the performance of this Quotation, Sale and any Agreement shall remain exclusively with LIFELIKE and are covered under Australian Copyright Law and Australian Intellectual Property Law. The Customer Agrees:

a) LIFELKIKE provides all documents, data, written information, ideas and proprietary information including those provided in written, verbal or electronic means under license, solely for the performance of this Agreement and any activities directly related thereto.
b) not to divulge any documents, data, or written information, ideas and proprietary information that it receives from LIFELIKE, in part or whole by any means;
c) shall protect all such documents, written information, ideas and proprietary information;
d) to pay LIFELIKE any and all fees associated with the design and development of all

do up by LineLine any and an lees associated with the design and development of an documents, data, written information, ideas, proprietary information and resources at LIFELIKE's current design and service rates.

e) The provisions of section 19. shall survive the completion of performance of Design and/or Services under this Agreement and shall remain in full force and effect until said documents, data, and written information become part of the public domain; provided, however that The Customer shall be entitled to destroy documents, data, and written information received from LIFELIKE, or to return such documents, data, or written information to the other Party, at any time.

22. Severability

If any of the terms and conditions hereof shall to any extent be invalid or unenforceable, the remainder of these the Terms and conditions, or the application of such the terms and provisions to persons or circumstances other than those as to which it is held unenforceable shall not be affected thereby.

23. Applicable Law

In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of these terms and conditions all of which remain in force. Save as provided by any compulsory application of a convention, disputes arising from or related to these terms and conditions shall be subject to and governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.

24. Privacy

LIFELIKE will collect, use and disclose The Customer personal information in accordance with the terms of our Privacy Policy, which is available from LIFELIKE upon request, as amended from time to time.

25. Entire Agreement

These terms and conditions, all other terms and conditions and all policies referred to in these terms and conditions and such other policies notified to The Customer from time to time constitutes the entire agreement of the parties about its subject matter and any other agreements, understandings and negotiations on that subject matter (whether oral or in writing) will, unless specifically agreed to by LIFELIKE's Director, in writing, have no effect.

For Further Information:

Write to: LifeLike Group Pty Ltd PO BOX 421, RYDE NSW 1680 Phone: 02 8880 6766 Email: info@lifelike.conm.au

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