

■ **CPolicy for: QA 0023- TERMS & CONDITIONS- SERVICES**

TERMS AND CONDITIONS

- General.** "Services" means all services supplied to the Purchaser by LSM pursuant to these terms and conditions which is an adjunct to our **QA 22 Terms and Conditions of Sale and QA20 Warranty Policy**. Service means all aspects of services provided by LSM our its Contractors for installation and consultancy / technical support. The customer by providing LSM with a purchase order accepts the terms contained in this policy. **Please Note: All prices / costs quoted are Exclusive of GST and so GST must be added.**
- Service / Mobilisation Costs.** Costs for each person supplied by LSM are as tabled below:

Service	Cost\$ / Unit
Call- Out Fee Normal Hours	125
Call- Out Fee After Hours	180
Standard Site Rate (technician / trades- person with standard tooling / equipment) hourly rate based upon 7.5 hour day / weekdays	125 / hr
Overtime / Weekend rates (additional)	60 / hr
Stand- by rate (Standard Hours)	125/hr
Travel Rate	125 / hr
Technical Support / Consultancy / Training	180 / hr
Kilometre Rate / Tooling	1.80 / km
Meals / Accommodation	400 / day
Hire Vehicles	300 / day
Flights	Actuals +25%
Contractor Services	Actuals +25%
Hire Equipment	Actuals + 25%

- Hourly rates:** Standard Site Time hours are based upon a standard 7.5 hour day / weekdays- Monday to Friday. Where the customer requires LSM Technicians to beyond the 7.5 hour days and on weekends then the above Standard Site Time rate plus applicable Overtime Rates will apply. **Please note that under OH&S obligations / compliance no LSM employee or contractor is to work more than 14 hours without a 10 hour break nor longer than 14 days consecutively.**
- Other Services:** Where specialised external services or consultancy is required by the Purchaser then the chargeable rates will be actuals plus 25%.
- Travel / Ancillary Costs:** costs (accommodation / flights, etc) of acceptable quality can be organised / paid by the customer at their cost so as to avoid the 15% administration surcharge.
- Travel Time:** Travel to the Purchasers designated site location is provide in the site rate for one (1) return trip per working day, within normal working hours for a maximum of 30 minutes (return) travel. Where travel is required to other locations beyond this time or where additional visits are required to the work site (beyond our control) then the tabled rates for travel time will apply.

2.5 Accommodation / Meals: Please note that where it is not possible to complete work and return home within a 14 hour working period then the Purchaser will accept accommodation / meal charges as tabled.

3 Installation Time / Prices: Installation is estimated and budget pricing will be provided which is in line with the work to be completed. Where variances occur, the customer will be consulted and advised of such variances at the end of each working day.

3.1 Quoted fixed prices. In some cases fixed hours / prices will be applicable to complete the service work. However, in such cases where delays occur or where additional visits are required beyond LSM or its Contractors control, then the Purchaser agrees to accept the additional charges as tabled.

3.2 Delays: In such cases where delays occur all efforts will be made to rectify such delays. Where such delays are unforeseen or where delays are not related to LSM or its Contractors, the Purchaser agrees to accept rates and charges according to those tabled.

3.3 Additional Work: The scope of work is to be provided by the Purchaser and LSM will quote accordingly. However, should the scope of work deviate from that quoted or provided initially in the Purchasers order / scope of work then the Purchaser accepts additional charges as tabled

4 Installation Pre- Requisites: Unless otherwise quoted, the following is understood to be a minimum pre- requisite for LSM to start work and comply to fixed price or estimated quotations for provision of service work.

4.1 Ready access to machine / equipment: The machine or equipment must be made readily available for LSM to start immediate work.

4.2 Sole Access: The equipment is to be provide to LSM and its contractors for sole access during its work. The Purchaser accepts that additional charges may apply as tabled if other work is being completed by the purchaser or other contractors and delays occur to LSM or its contractors as a result.

4.3 Cleanliness of equipment: All equipment is to be cleaned prior to start of work.

Please note that: LSM Technologies has made every endeavour to ensure that this documents is correct and up to date without error or omission, however it reserves the right to change its Policies and Procedures from time to time, without notice and at its sole discretion

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- 4.4 **Sheltered / Safe working conditions:** Sheltered / safe and sanitary work place is to be provided by the Purchaser to protect LSM and its Contractors.
- 4.5 **Supply of power / water air:** Supply of clean drinking water and power is to be provided by the Purchaser for the duration of work.
- 4.6 **Supply of equipment.** LSM and its Contractors will provide standard equipment and tooling to complete services with costs included in the standard hourly rate. However, where the Purchaser supplies equipment or tooling such equipment should comply to existing safety regulations and be in good working condition.
- 4.7 **Electrical Installation:** Where applicable or quoted LSM will provide installation for Electrical and Mechanical Services. However, under certain union or work place agreements electrical work is to be completed by a separate contractor. In such cases electrical installation is to be provided by the Purchaser or a separate contractor at the Purchasers cost.
- 4.8 **OH&S:** LSM will ensure that their employees and Contractors have standard PPE. However, should the Purchaser have specific requirements for OH&S equipment or procedures then such advise and equipment will be provided prior to the commencement of work by the Purchaser at their costs.
- 4.9 **Site Inductions:** Where site inductions, medical checks, etc are a requirement, the Purchaser agrees to accept all costs including travel, travel time, etc) associated with LSM and its Contractors to attend such inductions and comply to pre- medical checks.
- 5 **Site Liaison:** The Purchaser will provide a contact or representative that LSM or its Contractors will report to directly before, during or after completion of the services. The Purchaser accepts that their appointed representative will be able to make decisions on their behalf for such aspects as sign- off on completion, job variances and other aspects pertaining to LSM's services whilst on site.
- 6 **Payment:** Unless otherwise agreed in writing, payment shall be in full by cash on receipt of Goods or Services. Where the Purchaser has been granted credit facilities, payment shall be within thirty (30) days ("due date") after supply of goods or services. Any amount remaining unpaid after the due date will be subject to an interest charge of one percent (1.5%) for each month that the balance remains outstanding.
- 7 **All payments** must be made on or before the due date as a condition precedent to the supply of future Goods or Services.
- 8 **Fairness:** LSM and their customers agree to find fairness in variances of costs and will endeavour to provide a fair price for work completed.
- 9 **Special Notes:**

- 9.1 **Vehicle Pump Units:** Please note that all pump units are pre- filled and **tested** before leaving our workshop. For Piston Distributors a standard NLGI 00 grade grease and for Progressive Systems a standard NLGI 2 grade grease will be utilised. Where the Purchaser require specific grades / types of grease to be utilised then this need to be shown on the order and will be charged at additional cost.

10 Scope and application

- 10.1 This clause 10 sets out the terms on which LSM allows its customers (**you**) to access and use the software known as Fleet Safety Maintenance Telety Systems ("FSM™ System").
- 10.2 You acknowledge and agree that you must not use FSM™ System unless you agree to comply with this clause 10 (in addition to the rest of this document).
- 10.3 **General Obligations:** You must:
 - (a) act reasonably, follow our directions, cooperate with us and provide any assistance we reasonably request in relation to your use of FSM™ System;
 - (b) provide us with information or data that we request from you through FSM™ System from time to time;
 - (c) use FSM™ System in accordance with all applicable laws, including the *Privacy Act 1988* (Cth) and the Australian Privacy Principles;
 - (d) not access or use FSM™ System other than in accordance with this document;
 - (a) not allow your user credentials to be used by any third party;
 - (b) ensure that your user credentials are kept secure and confidential, and take all steps necessary to ensure that user credentials are not disclosed, provided or made available to, or otherwise accessed by, any third party; and
 - (c) notify us immediately after you become aware that your user credentials have been disclosed, provided or made available to, or otherwise accessed by, any third party.

10.4 You must not:

- (a) resupply, resell, sublicense, make available or otherwise allow any other person to access or use FSM™ SYSTEM;
- (b) decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of FSM™ SYSTEM, including any source code, object code, algorithms, methods or techniques used or embodied therein;
- (c) use FSM™ SYSTEM:

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- (i) to engage in any fraudulent or unlawful behaviour, or to defame, menace or harass any third party;
- (ii) to gain unauthorised access to or interfere with any online resources or systems of any third party, including by any form of hacking;
- (iii) in any manner that is likely to result in our systems, or that of any other person, being affected by any virus, worm, Trojan or similar computer program;
- (iv) in a way that infringes the Intellectual Property Rights or any other rights of any person;
- (v) in a way that disrupts, misuses or excessively uses our hardware, bandwidth access, storage space or other resources, or that of our other customers;
- (vi) use any data mine, scrape, crawl, email harvest or any other process that sends automated queries;
- (vii) for the purposes of accessing, storing, distributing, providing (including to us) or otherwise transmitting any information, data, material or content that:
 - (A) infringes the Intellectual Property Rights of any third party;
 - (B) is unlawful, misleading, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (C) promotes unlawful violence;
 - (D) depicts sexually explicit images; or
 - (E) is discriminatory or promotes discrimination based on race, gender, colour, religious belief, sexual orientation or disability; or
- (viii) in any other manner that is otherwise unacceptable to us.

10.5 You acknowledge and agree that, to the extent permitted by applicable law and subject to clause 10.6:

- (a) we make no warranty that FSM™ SYSTEM will be accurate, free from defects, errors or faults, or that it is fit for any particular purpose;
- (b) your use of any third party product, content or service as part of or in connection with FSM™ SYSTEM may be subject to separate terms and conditions, whether imposed by us or by the relevant third party (and you must comply with such third party terms and conditions);
- (c) you are responsible for any data, information or other content that you upload or input into or through FSM™ SYSTEM (“Data”);

- (d) FSM™ SYSTEM may not be available from time to time, and we make no representation or warranty in relation to the availability of FSM™ SYSTEM; and
- (e) FSM™ SYSTEM may not be fully compatible with your mobile device or your operating system.

10.6 If we are liable to you in any way in relation to FSM™ SYSTEM (including for any claim that we have failed to comply with any guarantee for which liability cannot be excluded but may be limited under the Competition and Consumer Act 2010 (Cth) or any other legislation), our liability to you is limited to:

- 10.6.1 replacing and resupplying FSM™ SYSTEM to you or paying the cost of having FSM™ SYSTEM replaced and resupplied to you (at our election); or
- 10.6.2 resupplying the relevant service within FSM™ SYSTEM to you or paying the cost of having that service supplied to you again (at our election), as applicable.

10.7 We (or our licensors, as applicable) own all Intellectual Property Rights in FSM™ SYSTEM and any material, data or content that you access or use through FSM™ SYSTEM (other than Your IP and Data) (“Background IP”). All modifications and enhancements to the Background IP are also to be treated as Background IP. If you modify or enhance the Background IP in any way, you assign to the owner of such Background IP all Intellectual Property Rights in those modifications or enhancements immediately from creation.

10.8 You grant us a non-exclusive, irrevocable, sub-licensable global licence to store, reproduce, use, modify, disclose and otherwise exploit Your IP.

10.9 You retain all Intellectual Property Rights in your Data and any material you provide to us through or in connection with FSM™ SYSTEM (“Your IP”).

10.10 In this clause 10, the terms set out below have the following meaning:

Content means any information, data or other materials that we make available to you through FSM™ SYSTEM.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow, trade or business or company name, or right of registration of such rights.

Licence Term means the period in which LSM agrees to license FSM™ SYSTEM to you.

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