

STANDARD TERMS & CONDITIONS OF SUPPLY – FIRE ALARM MONITORING

1 INTERPRETATION

1.1 In these Standard Terms & Conditions of Supply: -

- (1) **Access Key Facility** means the device provided to the Client by Chubb to allow access to the Monitoring Equipment;
- (2) **Commencement Date** means the date on which the first Monitoring Equipment is installed and commissioned on the Premises;
- (3) **Client** means the client named in the Offer;
- (4) **Event of Default** means any of the events of default listed in clause 11.5;
- (5) **Fire System** means any fire detection or suppression system monitored by the Monitoring Service;
- (6) **Fees** means all fees for the Monitoring Services specified in the Offer, excluding GST;
- (7) **Chubb** means Chubb Fire & Security Pty Ltd ABN 47 000 067 541;
- (8) **Client's Nominated Contact** means the person(s) listed in the Fire Alarm Monitoring Alarms Notification and Escalation form, as revised from time to time;
- (9) **Fire Brigade** means the fire brigade created by an Act of Parliament in the State or Territory in which the Premises are located;
- (10) **GST** means any tax in the nature of a tax on or on the supply of goods, real property, services, or other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate at any time during the term of these Standard Terms & Conditions of Supply, other than any interest, fine, penalty, fee or other payment imposed on or in respect of the above;
- (11) **Insolvency Event** means the happening of any of these events in relation to the Client:
 - (a) execution or other process of a court or authority or distress is levied for an amount exceeding \$10,000.00 upon any of the Client's property and is not satisfied, set aside or withdrawn within 7 days of its issue;
 - (b) an order for payment is made or judgment for an amount exceeding \$10,000.00 is entered or signed against the Client which is not satisfied within 7 days;
 - (c) the Client suspends payment of its debts;
 - (d) where the Client is a body corporate:
 - (i) the Client becomes an externally- administered body corporate under the Corporations Act 2001 (Cth);
 - (ii) steps are taken by any person towards making the Client an externally- administered body corporate (but not where the steps taken consist of making an application to a court and the application is withdrawn or dismissed within 14 days);
 - (iii) a controller (as defined in section 9 of the Corporations Act 2001 (Cth)) is appointed of any of the property of the Client or any steps are taken for the appointment of such a person (but not where the steps taken are reversed or abandoned within 14 days);
 - (iv) the Client is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act 2001 (Cth);
 - (v) a resolution is passed for the reduction of capital of the Client or notice of intention to propose such a resolution is given, without the prior written consent of the other party; or
 - (vi) the Client is or becomes unable to pay its debts when they are due or is presumed to be insolvent for the purposes of the Corporations Act or the Bankruptcy Act (1966) (Cth);
- (12) **Monitoring Centre** means a control room and centre whereby Chubb will monitor and record all fire panel events and notified to the Client and Service Provider in accordance with these Standard Terms & Conditions of Supply;
- (13) **Monitoring Equipment** means all alarm signalling equipment owned by Chubb provided to the Client and/or installed at the Premises as set out in the Offer;
- (14) **Monitoring Service** means the installation, commissioning and maintenance of safe and competent fire alarm monitoring services at the Site(s) including but not limited to a Code Red Alarm Signalling Equipment ("ASE") and a Fire Alarm Monitoring System (the "Monitoring System") compliant with all Relevant Law, relevant Australian Standards and authority regulations;
- (15) **Monitoring System** means by which signals are transported from the Monitoring Equipment to the Fire Brigade in accordance with AS1670.3-2004 and/or AS1670.3:2018 (as applicable);
- (16) **Nominated Contacts** means the person or persons the Client nominates as its authorised representative from time to time, who Chubb may contact regarding the Monitoring Service;
- (17) **Offer** means the offer provided by Chubb to the Client together with these Standard Terms & Conditions of Supply;

- (18) **Personnel** means the employees, agents or sub-contractors of Chubb;
 - (19) **Premises** means the premises specified in the Offer as the site;
 - (20) **Primary Line** means a communications facility (e.g. wireless network or copper-based line) connected to the Monitoring Equipment by Chubb;
 - (21) **Representative** means the person signing these Standard Terms & Conditions of Supply on behalf of the Client;
 - (22) **Secondary Line** means a dedicated communications facility in addition to the Primary Line, such as an operational PSTN telephone line, for connection to the Monitoring Equipment;
 - (23) **Service Provider** means the company engaged by the Client to perform inspection and testing services on their Fire System;
 - (24) **Service Provider Contact** means the person nominated on the Fire Alarm Monitoring Alarms Notification and Escalation Page of these Standard Terms & Conditions of Supply;
 - (25) **Supply** means any form of supply whatsoever, and includes any supply within the meaning of any Commonwealth, State or Territory legislation imposing or relating to the imposition of GST;
 - (26) **Term** means the period specified in the Offer, commencing from the Commencement Date, and includes where appropriate any renewal, extension or holding over.
- 1.2 These Standard Terms & Conditions of Supply shall be subject to the laws of the State in which the Premises are located. The parties submit to the non-exclusive jurisdiction of the courts referred to in that State in addition to the Commonwealth of Australia.
- 1.3 The terms of these Standard Terms & Conditions of Supply completely state the rights and obligations of the parties regarding the Monitoring Services. No prior representations, agreement or assurances not included within these Standard Terms & Conditions of Supply will be binding on the parties.
- 1.4 A reference in these Standard Terms & Conditions of Supply to any statute or piece of subordinate legislation includes that instrument as amended or replaced.

2 MONITORING EQUIPMENT INSTALLATION

- 2.1 The Client must, at Chubb's request, provide access to the Premises during normal working hours for the purposes of installing the Monitoring Equipment.
- 2.2 Where there is sufficient Telstra mobile data signal within four (4) metres of the Fire System to where the Monitoring Equipment is to be attached, Chubb will at no additional cost to the Client (unless previously agreed), arrange for a Primary Line connection between the Monitoring Equipment and its Monitoring Centre. However, where there is not sufficient Telstra mobile data signal existing within the required range to the Monitoring Equipment installation, Chubb will provide the Client with a written quotation for additional works required to provide a Primary Line connection between the Monitoring Equipment and the Monitoring Centre. In the event of a line fail, unless the line fail is caused by any negligence, act or omission of the Client, Chubb will repair at no cost to the Client the failed line. If the line fail was caused by the Client, its agent or a third party, the Client must pay for and indemnifies Chubb against the costs of such repair.
- 2.3 Where the use of a Secondary Line is required the Client must, at its own cost, arrange for a Secondary Line connection between the Monitoring Equipment and Monitoring Centre at the time of installation of such equipment or on the Commencement Date (where such equipment is already at the Premises at the Commencement Date).
- 2.4 The Client must ensure there is sufficient power capacity to the Monitoring Equipment at all times during the Term.

3 THE MONITORING SERVICE

- 3.1 Chubb will provide the Monitoring Service from the Commencement Date throughout the duration of the Term.
- 3.2 Chubb will use its reasonable endeavours to perform the Monitoring Service in accordance with the appropriate Australian Standards.
- 3.3 If as a result of its testing of the Secondary Line in accordance with clause 3.2, Chubb detects a line fail of the Secondary Line, Chubb will notify the Client's Nominated Contact as soon as is reasonably practicable after detecting the line fail and inform the Client that the Site is non-compliant with the appropriate Australian Standard. The Client must take all reasonable steps to have the Secondary Line repaired immediately after a Nominated Contact has been notified by Chubb.
- 3.4 Chubb will provide the Access Key Facility to the Client, at no cost to the Client, up to the number specified in the Offer on the commencement of the provision of Monitoring Services. The Client may obtain additional Access Key Facilities from Chubb at the Client's own cost.
- 3.5 The Client acknowledges and agrees that in the event of an alarm activation:
 - (1) Chubb will use reasonable efforts to notify the Client's Service Provider Contact in accordance with the Client's instructions on the Fire Alarm Monitoring Alarms Notification and Escalation form;
 - (2) Chubb will use reasonable efforts to notify the Client's Nominated Contact in accordance with the Client's instructions on the Fire Alarm Monitoring Alarms Notification and Escalation form;

- (3) all expenses associated with any emergency response services provided, including charges made by the Fire Brigade, ambulance or Service Provider must be paid the Client, notwithstanding the fact that the alarm activation may be considered to be a false alarm; and
- (4) Chubb may apply an administrative fee in relation to the processing of any expenses incurred pursuant to clause 3.5(3) above.

4 TERMS OF PAYMENT

- 4.1 Subject to the provisions of clause 9.1 the Client must pay Chubb the Fees within 30 days of the date of invoice.
- 4.2 If the Client does not pay the Fees by the due date, Chubb may:
 - (1) charge interest on overdue monies at the rate prescribed for judgment debts pursuant to Section 101 of the Civil Procedure Act 2005 (NSW);
 - (2) refuse to transfer the Monitoring Service to an alternative provider; and
 - (3) exercise its rights under clauses 11.5 and 11.6.
- 4.3 Where any Supply under these Standard Terms & Conditions of Supply are or becomes subject to a GST, an amount equal to the GST paid or payable in respect of that Supply shall be added to the Fees paid or payable for that Supply and are payable by the Client upon production of a valid tax invoice at the same time as the Fees to which the GST relates are payable.
- 4.4 Each party agrees to do all things, including providing invoices and other documentation, which may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any Supply under these Standard Terms & Conditions of Supply.
- 4.5 The Fees may be adjusted annually (only after the initial 12-month period of the Commencement Date) to take into account any changes in the national consumer price index and any increase/fall in costs. Any increase in Fees will be notified to the Client in writing at least thirty (30) days' prior to such increase becoming effective and the Client may elect to terminate these Standard Terms & Conditions of Supply upon fourteen (14) days' written notice prior to the increase becoming effective.

5 THE OBLIGATIONS OF THE CLIENT

- 5.1 The Client must provide access to the Premises if required by Chubb during or after the Client's business hours after receiving reasonable notice from Chubb of the pending appointment. For the avoidance of doubt, reasonable notice does not require the Client to have authorised the appointment time, but merely Chubb is only required to notify the Client and provide substantive reasons for the access. If access is required after the Client's business hours, the Client must nominate a representative to be Chubb's contact person to provide access to Chubb.
- 5.2 The Client must maintain all access areas to the Monitoring Equipment in a clean condition and free from obstruction. Chubb is required to maintain the Premises in the same or similar condition while on the Premises.
- 5.3 The Client must through its Service Provider, carry out regular testing of the Fire System and Monitoring Equipment in accordance with the applicable Australian Standard and shall immediately notify Chubb of any defects in the Fire System and Monitoring Equipment discovered during testing. These tests do not apply to any compliance of the Monitoring Equipment.
- 5.4 Where the Client becomes aware of any defect in the Fire System, outside of testing, the Client must make every effort to rectify the defect in a timely manner. Failure by the client to rectify the defect within a reasonable timeframe may result in the suspension of Monitoring Services until such time as the defect is remedied.
- 5.5 The Client must comply with all laws, including, the Building Code of Australia, and all requirements of all relevant government authorities in relation to the Monitoring Equipment.
- 5.6 Notwithstanding any other provision of these Standard Terms & Conditions of Supply, the Client acknowledges that Chubb is not liable for and will be indemnified by the Client against any claims made for injury, loss, damage, costs or expenses caused by or involving: -
 - (1) the failure of fire station equipment or the telecommunications carrier's communication lines;
 - (2) an emergency attendance at the Premises by the Fire Brigade or any other third party;
 - (3) failure of the Fire Brigade to respond to an alarm response signal transmitted by Chubb;
 - (4) failure by the Client to undertake a remedial course of action to an alarm response signal sent by Chubb;
 - (5) any failure of the power supply to the Monitoring Equipment;
 - (6) any Fire Brigade or other third-party charges with respect to the Monitoring Equipment, including false alarm charges;
 - (7) any costs relating to the relocation of the Monitoring Equipment;
 - (8) any claims made resulting from any accident, neglect, mistake, operator error, variations and surge of electrical power, fusion, fire, air conditioning malfunction, water damage, corrosion and any other cause beyond the control of Chubb;
 - (9) any false alarm signal from the Client's fire alarm or the Monitoring Equipment, inclusive of Chubb's administration fee;
 - (10) any alleged infringement by the Client of intellectual property in the Monitoring Equipment;

- (11) any modification, addition or adjustment to the Monitoring Equipment or alteration of its configuration, without the written approval of Chubb;
- (12) any maintenance or repair of the Monitoring Equipment by persons other than authorised Personnel;
- (13) any improper use of the Monitoring Equipment by the Client;
- (14) any failure of the Client to maintain proper environmental conditions for the Monitoring Equipment; and
- (15) any use of the Primary Line or Secondary Line other than in accordance with these Standard Terms & Conditions of Supply,

provided such injury, loss, damage, cost or expense was not caused by the negligence of Chubb or its Personnel.

5.7 The Client further acknowledges that:

- (1) Chubb are not liable for the act or omissions of the Fire Brigade;
- (2) only where a Secondary Line is required, the Monitoring Service is reliant for its proper operation upon the Client ensuring the Secondary Line is fully operational and dedicated solely to the use of the Monitoring Service;
- (3) any refunds, waivers or reimbursements to the Client for any charges for false alarms are dependent on Chubb obtaining the equivalent refunds, waiver or reimbursement from the Fire Brigade;
- (4) Chubb's administrative fee on charges issued for false alarms are non-refundable;
- (5) the prices charged by Chubb in these Standard Terms & Conditions of Supply are based solely on the value of Monitoring Services provided and are not related to the value of the Client's property or the property of others located on the Premises;
- (6) the Monitoring Equipment remains the property of Chubb;
- (7) authorised personnel of the Client must have received adequate training in the use of the Monitoring Equipment before its operation and that any additional personnel receives similar training and if applicable to pay Chubb its reasonable fees for such training;
- (8) it shall promptly notify Chubb should it or its authorised personnel have any difficulty in the use of the Monitoring Equipment;
- (9) Chubb is not an insurer of the Premises or other property and risks, and the Client should maintain all normal and prudent insurance policies in respect of all usual risks including fire and consequential loss and damage; and
- (10) Chubb reserves the right to alter the specification of any component part or parts of the Monitoring Equipment at its discretion at any time without notice.

6 CHUBB'S OBLIGATIONS

- 6.1 Chubb must use its reasonable endeavours to provide the Monitoring Services and cannot subcontract or assign its rights and obligations in performing the Monitoring Services under these Standard Terms & Conditions of Supply.
- 6.2 Chubb will in no event be liable to the Client for matters not notified within 3 months of the completion of the relevant Service under these Standard Terms & Conditions of Supply.
- 6.3 Except as provided in clause 5.5, Chubb's total liability to the Client under these Standard Terms & Conditions of Supply, whether in contract, tort (including negligence) or otherwise is limited to the costs of replacement or repair to the Monitoring Services. Chubb has no further or other liability to the Client, whether for consequential loss or any other loss.
- 6.4 Notwithstanding anything contained in these Standard Terms & Conditions of Supply Chubb accepts liability:
 - (1) for death or personal injury resulting from its negligence or the negligence of its employees or agents acting in the course of their employment;
 - (2) up to \$250,000.00 for direct physical damage to the Premises or their contents to the extent to which such damage or loss is caused by its negligence or its employees or agents whilst working on the Premises in the course of their employment.
- 6.5 Chubb is not liable, under any circumstances, to any other party other than the Client.

7 DISPUTES

- 7.1 If there is any dispute arising out of these Standard Terms & Conditions of Supply:
 - (1) either party may give written notice of the dispute to the other party, setting out the nature of the dispute, the facts, matters and circumstances that give rise to the dispute and timeframe for a response;
 - (2) the party receiving the notice under subclause 7.1(1) is entitled no less than five (5) business days to respond;
 - (3) if no response is forthcoming by the time set out in the notice, the dispute must be referred to an appropriate expert for determination;
 - (4) if the parties cannot agree on the expert, the dispute will be determined by a person appointed by the president of the Institute of Arbitrators and Mediators Australia;
 - (5) the decision of the expert is final and binding on the parties except in the case of manifest error;

(6) unless otherwise determined by the expert, each party agrees to pay its own costs under this clause 7.1.

8 OWNERSHIP AND USE OF MONITORING EQUIPMENT

- 8.1 The legal and beneficial ownership of the Monitoring Equipment will remain with Chubb at all times. Chubb authorises and provides a non-exclusive, revocable license to the Client to use the Monitoring Equipment in accordance with the provision of these Standard Terms & Conditions of Supply.
- 8.2 Chubb may as soon as its obligations to provide the Monitoring Services under these Standard Terms & Conditions of Supply ceases, enter upon the Premises to disconnect and remove the Monitoring Equipment. In removing the Monitoring Equipment, Chubb will endeavour to cause as little disruption as possible to the Client's business. Chubb will not be liable to the Client to reinstate or make good the Premises after the Monitoring Equipment has been removed.
- 8.3 Chubb may record all communications and information received in the course of providing the Monitoring Service and may use such communications and information in legal proceedings or otherwise at its discretion, subject to compliance with all laws, including any privacy laws.

9 CREDIT ENQUIRIES

9.1 Chubb may obtain financial information about the Client's creditworthiness on terms which attract the operation of the Privacy Act 1988 (Cth). By entering into these Standard Terms & Conditions of Supply, the Client specifically agrees and acknowledges:

- (1) that Chubb has informed the Client that Chubb may disclose to a credit reporting agency certain personal information about the Client including:
 - (a) information contained in this application;
 - (b) the Client's identification;
 - (c) the amount of credit the Client has applied for;
 - (d) payments which may become more than 60 days overdue;
 - (e) advice that payments are no longer overdue;
 - (f) a serious credit infringement which Chubb believes the Client has committed; and
 - (g) the discharge of the Client's credit facility (if granted under the application);
 - (2) that in assessing the Client's application for credit and any later request for credit, Chubb may obtain from a credit reporting agency a credit report containing personal credit information about the Client, and a credit report containing information about the Client's commercial credit worthiness;
 - (3) that Chubb may give to and obtain from any credit provider(s) that may be named in a credit report held by a credit report agency, information about the Client's personal or commercial credit arrangements including information about the Client's:
 - (a) creditworthiness;
 - (b) credit standing;
 - (c) credit history; or
 - (d) credit capacity.
- 9.2 If, before the Monitored Equipment is installed at the Premises, Chubb assesses the Client's creditworthiness under clause 9.1 and determines in its absolute discretion that the Client is an unacceptable risk based on the information received from the credit reporting agency, Chubb may terminate these Standard Terms & Conditions of Supply with immediate effect.

10 FORCE MAJEURE

10.1 A party ("Affected Party") is not liable for any failure to perform an obligation (other than to pay money) under these Standard Terms & Conditions of Supply caused by any of the following events ("Event"):

- (1) act of God including storm or tempest;
- (2) war, riot, insurrection, vandalism, sabotage, national emergency (whether in fact or law), piracy, hijack or act of terrorism including the use or threatened use of violence or act putting the public or any section of it in fear, for political purposes or for furthering an ideological aim;
- (3) strike, lockout, ban, limitation of work or other industrial disturbance;
- (4) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application;
- (5) epidemic or pandemic; or
- (6) any other occurrence outside the control of the Affected Party or its employees, agents, licensees, franchisees, contractors or servants.

- 10.2 The Affected Party must notify the other party as soon as practical of any anticipated delay or failure caused by an Event.
- 10.3 The performance of the Affected Party's obligations under these Standard Terms & Conditions of Supply is suspended for the period during which the Affected Party is reasonably prevented from performing an obligation which is caused by the Event and the Affected Party is not liable for any loss or damage whatsoever suffered by the other party during such suspension.

11 TERM AND TERMINATION

- 11.1 These Standard Terms & Conditions of Supply commences on the Commencement Date and continues for the Term unless it is extended in accordance with clause 11.2 or if it ends sooner in accordance with these Standard Terms & Conditions of Supply.
- 11.2 Unless otherwise agreed by the parties in writing after expiry of the Term, these Standard Terms & Conditions of Supply will continue for successive 12-month periods unless it ends sooner in accordance with this clause 11.
- 11.3 Any subsequent renewal of the Standard Terms and Conditions of Supply will be on the updated terms as found at: <https://www.chubbfiresecurity.com/en/au/search.html?q=Terms+and+conditions>. If the Client does not agree to the latest Standard Terms and Conditions of Supply, then the Client may terminate in accordance with clause 11.7.
- 11.4 During any further period referred to in clause 11.2, either party may terminate these Standard Terms & Conditions of Supply for any reason by giving 3 months' written notice to the other party. If these Standard Terms & Conditions of Supply are terminated pursuant to this clause by the Client, the Client must pay to Chubb the Fees that would have been payable over a period of 12 months, inclusive of any Fees to which Chubb becomes entitled during the notice period required under this clause.
- 11.5 An Event of Default occurs if:
- (1) the Client breaches any material obligation contained in these Standard Terms & Conditions of Supply and the breach is not capable of remedy;
 - (2) the Client fails to pay the Fees when due;
 - (3) the Client breaches any obligation contained in these Standard Terms & Conditions of Supply, the breach of which is capable of remedy and the Client does not remedy that failure within 14 days after written notice to the Client requiring it to be remedied;
 - (4) these Standard Terms & Conditions of Supply has been assigned to a third party without Chubb's written consent;
 - (5) the Client is subject to an Insolvency Event;
 - (6) the Client fails to comply with clause 5.5, including a failure to comply with the Building Code of Australia.
- 11.6 Without prejudice to its other rights and remedies, Chubb may at any time after an Event of Default occurs, and by written notice, terminate these Standard Terms & Conditions of Supply with immediate effect.
- 11.7 Subject to clause 11.8, the Client may terminate these Standard Terms & Conditions of Supply at any time before expiry of the Term by giving not less than 3 months' notice in writing to Chubb.
- 11.8 If the Client terminates these Standard Terms & Conditions of Supply under clause 11.7 or these Standard Terms & Conditions of Supply is terminated by Chubb under clause 11.6, the Client must pay to Chubb:
- (1) all unpaid Fee arrears;
 - (2) any outstanding payments due to Chubb (including legal costs on a solicitor and client basis); and
 - (3) liquidated damages in the amount of two-thirds of the aggregate of all Fees payable from the date of termination until the expiry of the Term, calculated at the rate of the Fees payable at the date of such termination.
- 11.9 Chubb may terminate these Standard Terms & Conditions of Supply immediately by written notice to the Client, without liability, if its licence to provide the Monitoring Services is terminated by the relevant licensing authority or the telecommunications carrier or the Fire Brigade withdraws the service affecting the Monitoring Equipment or it otherwise becomes unlawful for Chubb to perform its obligations under these Standard Terms & Conditions of Supply.
- 11.10 Notwithstanding any other clause of these Standard Terms & Conditions of Supply, Chubb may terminate these Standard Terms & Conditions of Supply at any time without penalty by giving the Client not less than 3 months' written notice.
- 11.11 On termination of these Standard Terms & Conditions of Supply, Chubb retains the rights it had against the Client in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

12 OBLIGATIONS ON TERMINATION

- 12.1 If these Standard Terms & Conditions of Supply are terminated by either party in accordance with the terms of these Standard Terms & Conditions of Supply, Chubb agrees that subject to clause 12.2, it will continue to provide Monitoring Services to the Client for a period agreed between the parties, up to, but for not more than 6 weeks after the date of termination ("**Transition Period**"). On the expiry of the Transition Period, Chubb's obligations to the Client under these Standard Terms & Conditions of Supply cease.
- 12.2 If Chubb is required to provide Monitoring Services during the Transition Period:

- (1) Chubb will provide reasonable assistance to the Client to facilitate the Client obtaining the services from a third party nominated by the Client;
- (2) the Client agrees that it must pay Chubb fees on a pro rata basis for the period provided for those Monitoring Services at the Fees payable immediately before termination of these Standard Terms & Conditions of Supply.

13 PRIVACY

- 13.1 Chubb collects the Client's, and the Representative's personal information for the purpose of providing the Client with the Monitoring Services. The Client agrees Chubb is authorised to disclose the Client, Representative, Nominated Contacts and the Service Provider Contact's personal information to other organisations that assist Chubb provide the Monitoring Services, including the Fire Brigade.
- 13.2 The Client and the Representative authorises Chubb to obtain, and warrants it has the authority of its Nominated Contacts and the Service Provider Contact to obtain from the Fire Brigade any information concerning any of those parties held by the Fire Brigade and authorises the Fire Brigade to disclose or copy such information to Chubb as required.
- 13.3 By entering into these Standard Terms & Conditions of Supply, the Client and the Representative agree and acknowledge that Chubb may forward to the Client from time to time promotional material and information regarding any of the Monitoring Equipment and/ or Monitoring Services unless the Client and the Representative requests Chubb (either by phone, e-mail, letter or facsimile) to stop using the Client or Representative's personal information for the purpose of direct marketing.

14 WARRANTY – CONSUMER ONLY

- 14.1 This clause 14 only applies if the Client is a consumer for the purposes of the Competition and Consumer Act 2010 (Cth).
- 14.2 Nothing in these Standard Terms & Conditions of Supply limits or excludes the application of the Competition and Consumer Act 2010 (Cth) including the Australian Consumer Law. If the Client is a "consumer" as defined in the Australian Consumer Law, the consumer guarantees under the Australian Consumer Law apply in addition to other rights and remedies of the consumer under applicable laws relating to the Monitoring Services and prevail over any other provisions to the extent of any inconsistency.
- 14.3 The Monitoring Services provided by Chubb come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Monitoring Services, the Client is entitled to cancel the Standard Terms & Conditions of Supply and receive a refund for the unused portion or compensation for its reduced value. The Client is also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, the Client is entitled to have the failure rectified in a reasonable time and if this is not done to cancel the Standard Terms & Conditions of Supply and obtain a refund of any unused portion of the Standard Terms & Conditions of Supply.

15 INTERNATIONAL TRADE COMPLIANCE

As a subsidiary of a US group of companies, Chubb is required to comply with the export control laws and sanctions of the United States of America. Chubb may terminate or suspend the Standard Terms & Conditions of Supply with immediate effect and without further liability if: (1) the Client is or at any times becomes a denied or restricted party under such laws or sanctions, (2) Chubb determines in its sole discretion that the Client is in breach of such laws or sanctions, whether directly or indirectly, or (3) the existence or performance of the Standard Terms & Conditions of Supply is or at any time becomes inconsistent with such laws and sanctions.