

STANDARD TERMS & CONDITIONS
INNOVATIVE SECURITY AND DATA



MAKING YOUR WORLD A SAFER PLACE

STANDARD TERMS AND CONDITIONS

1. SUPPLY AGREEMENT

- 1.1 These are the Terms and Conditions on which Innov8tive Systems Pty Ltd (ABN 36 112 471 208) trading as Innovative Security and Data ("**Innovative Security and Data**", "**we**" or "**us**") is willing to trade with you, the CUSTOMER (referred to herein as "you" or "the CUSTOMER").
- 1.2 Any variation to these Terms and Conditions as requested by you must be in writing and should the requested variations be accepted by us (at our sole, absolute and unfettered discretion), these variations will only be binding if the agreement to vary the terms are in writing and signed by an authorised officer of Innovative Security and Data.
- 1.3 The Standard Service Agreement ("Agreement") including these Terms and Conditions is open for acceptance for a period of 30 days from the date of issue. Innovative Security and Data may, at its option, extend, reduce, vary or withdraw this period by written notification to the Customer.
- 1.4 Nothing in these Terms and Conditions creates any relationship of employment, agency or partnership between you and us.

2. ENTIRE UNDERSTANDING

- 2.1 The parties acknowledge that this Agreement including the Terms and Conditions embodies the entire understanding and agreement between the parties and supersedes all prior negotiations, understandings, representations, warranties, memoranda or commitments (whether oral or in writing) in relation to, or in any way affecting, the subject matter of this Standard Service Agreement. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which You may seek to impose.
- 2.2 No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Agreement.
- 2.3 No clause will be construed to the disadvantage of a party because that party was responsible for the preparation of this Agreement or that clause or the inclusion of the provision in this Agreement.

3. PROGRESS PAYMENTS AND UPFRONT COSTS

- 3.1 Innovative Security and Data shall submit to the Customer progress claims related to the progress and completion of works during the project duration in line with goods delivered and works carried out.
- 3.2 All claims must be paid within 7 days from the date of invoice.
- 3.3 Should the Customer neglect or refuse to pay the amount of any progress payment by the due date then Innovative Security and Data may, at its option, without notice to the Customer,
 - 3.3.1 suspend all works until full payment is made; and
 - 3.3.2 charge interest on any unpaid progress payment that remains due and payable at an interest rate equivalent to 4% above the rate of interest then applicable pursuant to Section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- 3.4 The client may not delay payment due to unforeseen variations including but not limited to damaged cable, access restrictions or unexpected equipment relocations.

4. LIABILITY

- 4.1 To the maximum extent permitted by law, Innovative Security and Data will only be liable to the Customer in this Agreement for the direct, proximate and foreseeable loss or damage suffered by the Customer from a breach or default of any of its obligations under this Agreement. Innovative Security and Data will under no circumstances whatsoever (including, but not limited to, negligence) be liable for:
- 4.1.1 any loss or damage that is indirect, remote, or unforeseeable.
 - 4.1.2 any consequential loss or damage, being loss or damage that does not occur directly and naturally in the ordinary course of events as a result of a breach of this contract, including but not limited to, the loss of a benefit or gain and the incurrence of any expense:
 - 4.1.3 loss of production, loss of revenue, loss of use, loss of contract, loss of goodwill or loss of profit arising from or in connection with the performance of this Agreement.
 - 4.1.4 The Customer acknowledges that it is fair and reasonable for Innovative Security and Data to rely on this clause 4 which is reasonably necessary to protect the commercial interests of Innovative Security and Data.
 - 4.1.5 Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the *Australian Consumer Law* (being schedule 2 to the *Competition and Consumer Act 2010* (Cth) or the Fair Trading Acts in each of the States and Territories of Australia except to the extent permitted by those Acts and these Terms and Conditions are deemed to be modified to the extent necessary to give effect to that intention.
 - 4.1.6 The provisions of this clause 4 survive the termination of this Agreement.

5. EXCEPTED RISKS

- 5.1 Innovative Security and Data shall not be liable under any circumstances for any delay or failure to fulfil any of its obligations resulting directly from the following events including but not limited to:
- 5.1.1 any negligent act or omission of the Customer, its employees, officers, contractors and/ or agents;
 - 5.1.2 any events occurring on or before the date of completion for the works which are beyond the reasonable control of Innovative Security and Data including but not limited to industrial conditions, inclement weather, building and engineering works or shortage of suitable materials or parts;
 - 5.1.3 any condition on the Site or its surroundings affecting the ability to complete the works without delay which Innovative Security and Data could not have reasonably foreseen;
 - 5.1.4 Variations directed by the Customer; and
 - 5.1.5 Directions or delays by municipal public or statutory authorities.

6. RISK AND OWNERSHIP

- 6.1 Risk of loss, damage or destruction to the materials and equipment or any part thereof shall pass to the Customer on installation.
- 6.2 Ownership of Goods and Work including all materials and equipment supplied to you by Innovative Security and Data shall remain with Innovative Security and Data until full payment of the contract sum and any other monies due to Innovative Security and Data under this Agreement.

- 6.3 The Customer authorises Innovative Security and Data to enter the Customer's premises at any time to retake possession of the Goods and/ or Works including all materials and equipment supplied to you by Innovative Security and Data which remain the property of Innovative Security and Data and to dispose them in the absolute and unfettered discretion of Innovative Security and Data to recover costs if the Customer breaches this Agreement.
- 6.4 The retention of title in clauses 6.2 and 0 extends to any and all products resulting from the processing, intermingling or joining of our Goods and/ or Works at their full value. Where our Goods and/ or Works are processed, intermingled or joined with the goods of third parties and any such third parties have retained title, we shall acquire co-ownership in proportion to the invoice values of the processed, intermingled or joined goods. In any event, the resulting product shall be subject to the same provisions as the goods delivered subject to the retention of title.

7. PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")

- 7.1 In this clause, the words " Financing Statement", "Financing Change Statement", "Security Agreement" and "Security Interest", "Goods", each has the meaning given to it by the PPSA.
- 7.2 Upon accepting these Terms and conditions in writing, the CUSTOMER acknowledges and agrees that these Terms and Conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in favour of INNOVATIVE SECURITY AND DATA against the CUSTOMER:
- 7.2.1 in all Goods, Works and/or collateral (account) - being a monetary obligation of the CUSTOMER to INNOVATIVE SECURITY AND DATA for Goods and Works that have previously been supplied and that will be supplied in the future by INNOVATIVE SECURITY AND DATA to the CUSTOMER; and
- 7.2.2 in all the CUSTOMER's right, title and interest in all of the CUSTOMER's present and after acquired property as continuing security for the CUSTOMER's obligations under this Agreement.
- 7.3 The CUSTOMER grants a Purchase Money Security Interest (PMSI) in favour of the INNOVATIVE SECURITY AND DATA over any Goods and Works supplied by INNOVATIVE SECURITY AND DATA to the CUSTOMER from time to time.
- 7.4 If we supply you Goods on a lease for a period of 24 months or more, then INNOVATIVE SECURITY AND DATA grants to you a Personal Property Security (PPS) Lease in respect of those Goods.
- 7.5 The CUSTOMER undertakes to:
- 7.5.1 promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which INNOVATIVE SECURITY AND DATA may reasonably require to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 7.5.1(i) or 7.5.1(ii);
- 7.5.2 bear the cost and expenses incurred by INNOVATIVE SECURITY AND DATA in relation to the registration and enforcement of the Security Interests and PPS Lease in this clause.
- 7.5.3 indemnify, and upon demand reimburse INNOVATIVE SECURITY AND DATA for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- 7.5.4 not register a financing change statement in respect of a security interest without the prior written consent of INNOVATIVE SECURITY AND DATA;

- 7.5.5 not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of INNOVATIVE SECURITY AND DATA;
- 7.5.6 immediately advise INNOVATIVE SECURITY AND DATA of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 7.6 Innovative SECURITY AND DATA and the CUSTOMER agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Terms and Conditions. The CUSTOMER waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The CUSTOMER waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by the INNOVATIVE SECURITY AND DATA, the CUSTOMER waives their right to receive a verification statement in accordance with section 157 of the PPSA. The CUSTOMER must unconditionally ratify any actions taken by the INNOVATIVE SECURITY AND DATA under clauses 7.3 to 7.6.
- 7.7 Subject to any express provisions to the contrary (including those contained in this clause 6) nothing in these Terms and Conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

8. SECURITY AND CHARGE

- 8.1 In consideration of the INNOVATIVE SECURITY AND DATA agreeing to supply the Goods and Works, the CUSTOMER charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the CUSTOMER either now or in the future, to secure the performance by the CUSTOMER of its obligations under these Terms and Conditions (including, but not limited to, the payment of any money). The CUSTOMER indemnifies INNOVATIVE SECURITY AND DATA from and against all INNOVATIVE SECURITY AND DATA's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the INNOVATIVE SECURITY AND DATA's rights under this clause.
- 8.2 The CUSTOMER irrevocably appoints INNOVATIVE SECURITY AND DATA and each director of the INNOVATIVE SECURITY AND DATA as the CUSTOMER's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the CUSTOMER's behalf.

9. ACCESS

- 9.1 INNOVATIVE SECURITY AND DATA proposal is based on a continuous work program, unless otherwise agreed in writing. If the Customer causes the Works to be delayed or delays due to reasons not attributable to INNOVATIVE SECURITY AND DATA, then such extensions of time to the date for Practical Completion shall be granted.
- 9.2 Where INNOVATIVE SECURITY AND DATA has been granted an extension of time under this clause, the Customer shall pay such extra costs and expenses as are necessarily incurred by INNOVATIVE SECURITY AND DATA by reason of the delay at the agreed rates contained herein.

10. WARRANTY

- 10.1 INNOVATIVE SECURITY AND DATA provides warranty on workmanship, programming and commissioning only for a period of 12 months from installation hand-over. Product warranties are provided by the manufacturer or supplier of the product installed in accordance with clause 17.3.

- 10.2 Subject to clause 4 and where a law provides that our liability cannot be excluded, then to the maximum extent permitted by law, this warranty is limited to:
- 10.2.1 in the case of Goods any of the following as determined by us in our sole and absolute discretion:
- 10.2.1.1 the replacement of the Goods or supply of equivalent goods;
 - 10.2.1.2 the repair of the Goods;
 - 10.2.1.3 the payment of the cost of replacing or of acquiring equivalent goods; or
 - 10.2.1.4 the payment of the cost of having the Goods repaired;
- 10.2.2 in the case of Service any of the following as determined by us in our sole and absolute discretion:
- 10.2.2.1 the supply of the Services again; or
 - 10.2.2.2 the payment of the cost of having the Services supplied again.

11. INTELLECTUAL PROPERTY

- 11.1 INNOVATIVE SECURITY AND DATA retains all rights, title and interest subsisting in any design, registered and unregistered copyright in any documents, diagrams, drawings, plans, specifications, computer programs, email addresses, internet domain names, software licences, computer databases and software technology, trademarks, service marks, logos, business or trade names, internet domain names, design rights, patents, discoveries, inventions, innovations, improvements, electronic layout rights ("Innovative Security and Data Materials") supplied to You for the purposes of carrying out the Services under this Agreement.
- 11.2 Where You supply any design(s), documentation, diagrams or plans and other information and materials ("Customer Materials") under this Agreement, You retain all right, title and interest in such Customer Materials but grant INNOVATIVE SECURITY AND DATA a perpetual, irrevocable, royalty free non-exclusive licence to use, reproduce and modify Customer Materials to enable INNOVATIVE SECURITY AND DATA to fulfil its obligations under this Agreement. You agree to accept full responsibility for all Customer Materials provided to INNOVATIVE SECURITY AND DATA under this Agreement and to indemnify INNOVATIVE SECURITY AND DATA and its directors, officers, agents and/ or contractors for any action, claim, liability, cost or expense arising out of any threatened or actual infringement of intellectual property rights arising out of or in connection with the use by INNOVATIVE SECURITY AND DATA of Customer Materials.

12. COMPANY'S CERTIFICATE CONCLUSIVE

- 12.1 Any certificate signed for and on behalf of INNOVATIVE SECURITY AND DATA stating that:
- 12.1.1 on a particular date a specified amount was owing or payable to INNOVATIVE SECURITY AND DATA under or in relation to this Agreement; or
 - 12.1.2 any other matter including the occurrence of delivery of the Products or Works and the date of commencement of Works and any matter of a factual nature which is relevant to any of the rights and obligations of INNOVATIVE SECURITY AND DATA pursuant to this Agreement;
- is admissible in evidence in any proceedings and will be conclusive evidence of the matters specified in the certificate.

13. DISPUTE RESOLUTION

- 13.1 The parties agree that they must initially use all reasonable endeavours to resolve any dispute arising under this Agreement within 10 business days of a party being advised by written notice of such a dispute.
- 13.2 If the parties are unable to resolve the dispute within that timeframe, they must refer the dispute to an executive officer from each party to resolve. The parties will again use all reasonable endeavours to resolve the dispute within a further 10 business days or such other reasonable period agreed between the parties.
- 13.3 If the dispute is not resolved in accordance with clause 13.2, the parties may either agree to refer the matter to mediation or some other form of alternative dispute resolution or commence legal proceedings.

14. CREDIT ENQUIRIES AND CREDIT TERMS

- 14.1 INNOVATIVE SECURITY AND DATA collects personal information (including, if necessary, your financial information) ("Personal Information") for the purpose of, among others, considering any application for credit on terms which attract the operation of the Privacy Act 1998. By providing your personal information (including, if necessary, your financial information), You specifically agree and acknowledge that INNOVATIVE SECURITY AND DATA may:
 - 14.1.1 disclose to a credit reporting agency your Personal Information, including but not limited to Your identification, the amount of credit applied for, payments overdue by more than 60 days, advise that the outstanding payments are no longer overdue, or any serious credit infringement which INNOVATIVE SECURITY AND DATA in its absolute and unfettered discretion believes You have committed, and the discharge of the credit facility (if granted one);
 - 14.1.2 in assessing the application for credit and any later request for credit, obtain from a credit reporting agency a credit report containing personal credit information, information about commercial activities or commercial worthiness;
 - 14.1.3 provide to or obtain from any credit provider(s) named in a credit report information about Your personal and/or commercial credit arrangements including information relating to credit worthiness, credit standing, credit history; or credit capacity.
- 14.2 If INNOVATIVE SECURITY AND DATA approves Your application for credit, your consent and acknowledgement in this Agreement will remain in force until the full amount owing to INNOVATIVE SECURITY AND DATA under the credit facility is paid.
- 14.3 INNOVATIVE SECURITY AND DATA will approve Your application for credit in its absolute discretion and INNOVATIVE SECURITY AND DATA reserves the right to withdraw any Proposal, suspend or cancel the Services, and/ or terminate this Agreement should such credit assessment be unsatisfactory to INNOVATIVE SECURITY AND DATA.

15. MISCELLANEOUS

- 15.1 Assistance. You will give INNOVATIVE SECURITY AND DATA and its employees, directors, officer and contractors all assistance requested by INNOVATIVE SECURITY AND DATA and to do all such further acts, matters and things (including the execution of documents) as may be necessary to give full effect to this Agreement, including but not limited to enable INNOVATIVE SECURITY AND DATA to supply the Goods and/or Services to You.
- 15.2 Confidentiality. Each party shall treat as confidential all information which comes into its possession, pursuant to or as a result of or in the performance of this Agreement, whether such information relates to the business, sales, marketing or technical operations of the other party or the clientele of the other party or otherwise. Neither party shall, without the written permission of the other, disclose such confidential information to a third party. This obligation does not apply if the information is already in the public domain without any breach of this Agreement or if the disclosure is required by law.
- 15.3 No Waiver. No right under this Agreement will be deemed to be waived except by notice in writing signed by each party and any failure by INNOVATIVE SECURITY AND DATA to enforce any clause of this Agreement, will not be construed as a waiver of INNOVATIVE SECURITY AND DATA's rights under this Agreement.
- 15.4 Severability. Should any part of this Agreement for any reason be held to be invalid, unenforceable or illegal, such judgment or holding will not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the part of this Agreement directly involved in the matter of proceeding and the remainder of this Agreement will remain in full force and effect.
- 15.5 No Set Off. You must not set off any monies owing by you under this Agreement.
- 15.6 Notice. Any notice or other communication to be given under this Agreement must be in writing and in English and served personally, by mail, by facsimile or by email to the other party. Notice will not be deemed to be received unless formally received.
- 15.7 No Assignment. You shall not assign any of Your interest in this Agreement without the prior written consent of INNOVATIVE SECURITY AND DATA, which shall not be unreasonably withheld. INNOVATIVE SECURITY AND DATA may at any time assign, sub-contract or license any part of its rights and obligations under this Agreement.
- 15.8 Acceptance of terms. You do not need to sign these Terms and Conditions to accept them and requesting INNOVATIVE SECURITY AND DATA to supply Goods or Services will be deemed acceptance of these Terms and Conditions.
- 15.9 You agree to comply with all laws relevant to INNOVATIVE SECURITY AND DATA's provision of the Goods or Services to You.
- 15.10 Law and Jurisdiction. This Agreement is subject to the laws of Victoria. The parties submit to the jurisdiction of the courts of Victoria.

16. INTERPRETATION

- 16.1 The section headings in this Agreement are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the provision under the section headings or of this Agreement as a whole.
- 16.2 In this Agreement:
- 16.2.1 "Fees" means the all fees payable for Goods and Services provided by INNOVATIVE SECURITY AND DATA to You.
 - 16.2.2 "Goods" means any goods supplied by INNOVATIVE SECURITY AND DATA to You, including but not limited to a security system.
 - 16.2.3 "Proposal" means a written proposal describing the Goods and Services to be supplied to You by INNOVATIVE SECURITY AND DATA and the applicable Fees.
 - 16.2.4 "Services" means the services provided by INNOVATIVE SECURITY AND DATA to You under this Agreement, including but not limited to any or all of Hardware Installation, Monitoring Services, Maintenance Services, Alarm Response Instructions, Alarm Response Services and any additional services as required from time to time during the term of this Agreement.
 - 16.2.5 "Site" means Your premises, or premises You request INNOVATIVE SECURITY AND DATA to attend.
 - 16.2.6 "You" means the person (including an entity) which requests Goods and/or Services from INNOVATIVE SECURITY AND DATA.
 - 16.2.7 "Work" means the scope of work set out in a Proposal and those other works which may be agreed in writing from time to time between you and us.
 - 16.2.8 "Alarm Response" means attendance at your Site by us or our contractor, or a request to attend your site, due to the activation of an alarm or other event.
 - 16.2.9 "Alarm Response Instruction" means the response type and action instructions requested and selected by You in the Connection Form for an Alarm Response.
 - 16.2.10 "Commencement Date" means the earlier of the date that INNOVATIVE SECURITY AND DATA commences providing Services to You or delivery of Goods to You.
 - 16.2.11 "Connection Form" means the form requested or completed by You and used to arrange the provision of Goods and/or Services.
 - 16.2.12 "Customer Contact" means the person or persons specified as persons to be contacted in case of Emergency.
 - 16.2.13 "Normal Working Hours" means the hours between 0700 and 1630 hours Monday to Friday and excluding weekends and public holidays.
 - 16.2.14 "Security System" means the items of equipment, materials, and, scope of work if applicable specified in a Proposal.

17. SECURITY SYSTEM AND MAINTENANCE SERVICES

17.1 Installation of Security System

- 17.1.1 INNOVATIVE SECURITY AND DATA will carry out the Security System installation in Normal Working Hours with all reasonable skill and care and perform the Work in a workmanlike and professional manner.
- 17.1.2 Title to, and legal ownership of any parts of the Security System purchased by You will not pass to You until payment has been received by INNOVATIVE SECURITY AND DATA in full. If payment is not made within 90 days of the due date of payment, You authorise INNOVATIVE SECURITY AND DATA to enter Your premises to take possession of the Security System or any parts thereof.
- 17.1.3 Notwithstanding clause 17.1.2, the risk in the Security System purchased by You will pass to You upon delivery.
- 17.1.4 You acknowledge and agree that all cutting of ways, excavation, cable trenching, provision of 240 mains power connections, cable installation, alterations to existing equipment, interfacing with fire, heat or detection systems and lifting equipment required to work at heights are not included in the Security System installation unless specified in a Proposal.
- 17.1.5 INNOVATIVE SECURITY AND DATA will not be responsible for any disruption of a network, software or equipment caused by the impact of the interface, integration or addition of the Security System.
- 17.1.6 You shall make the Site available and in such form and condition as to allow INNOVATIVE SECURITY AND DATA to commence and carry out the Security System installation by the date specified in the Proposal. The Proposal is based on INNOVATIVE SECURITY AND DATA having free and uninterrupted access to the Site at all times, and on the Security, System being capable of being installed in a continuous sequence. Should restricted access force INNOVATIVE SECURITY AND DATA to cease or suspend work and/or leave the Site and return to the Site at a later time, the reasonable costs of doing so may be added by INNOVATIVE SECURITY AND DATA to the Fees. You agree to ensure that the Site will at all times be a safe working environment and (without limitation) will not contain asbestos, contamination or similar hazards.
- 17.1.7 You shall provide adequate facilities at the Site (including, where required and not otherwise stated, site allowances, parking facilities, premises power, premises lighting, lifting and handling equipment, scaffolding, scissor lifts, elevated work platforms, and rubbish removal skips) at no cost to INNOVATIVE SECURITY AND DATA.
- 17.1.8 If it becomes necessary to pay any additional Site allowances the cost of these shall be added to the Fees.
- 17.1.9 If INNOVATIVE SECURITY AND DATA has agreed to carry out the Security System installation based on information provided by You in relation to the condition of the Site and INNOVATIVE SECURITY AND DATA has quoted on the basis of such advice, any unanticipated problems that might arise as a result of the lack of provision of such information by you which leads to extra work to be undertaken or materials to be used may result in INNOVATIVE SECURITY AND DATA increasing the Fee.
- 17.1.10 Minor building works including trenching, backfilling and restoration, provision of penetrations, making good, flashing, chasing, console and joinery work, provision of mounting brackets and foundation plinths are to be performed by others at no cost to INNOVATIVE SECURITY AND DATA.

- 17.1.11 If INNOVATIVE SECURITY AND DATA is delayed in completing the Security System installation by the date agreed between the parties as a result of a delay which is outside its reasonable control then INNOVATIVE SECURITY AND DATA shall be entitled to a reasonable extension of time to complete the Security System installation.
- 17.1.12 Should INNOVATIVE SECURITY AND DATA be delayed in carrying out work by delays caused by acts or omissions of You, your employees, officers, directors, agents or contractors or any head contractor or other party to which You have contracted, then INNOVATIVE SECURITY AND DATA shall be entitled to claim its costs of the delay from You, and the amount shall be a debt due and owing to INNOVATIVE SECURITY AND DATA.
- 17.1.13 You may, before completion of the Security System installation, request in writing that INNOVATIVE SECURITY AND DATA vary the scope of the work involved in the Security System installation which INNOVATIVE SECURITY AND DATA may, at its sole discretion, choose to accept and vary the Fee accordingly.
- 17.1.14 INNOVATIVE SECURITY AND DATA may substitute products or equipment offered as part of the Security System with technically equivalent or superior products provided You have been informed.
- 17.2 Fees for Security System
- 17.2.1 You agree to pre-pay INNOVATIVE SECURITY AND DATA 30% of the Fees within 7 days of acceptance of a Proposal.
- 17.2.2 If You have an approved credit account with INNOVATIVE SECURITY AND DATA, You shall pay to INNOVATIVE SECURITY AND DATA the balance of the Fees within seven (7) days of the date of invoice, without set-off, deduction or discount of any kind.
- 17.2.3 You acknowledge that INNOVATIVE SECURITY AND DATA may issue progress payment invoices to You progressively during Security System installation for work completed or equipment purchased and held in store by INNOVATIVE SECURITY AND DATA. Each progress payment invoice is due and payable within seven (7) days of the date of invoice.
- 17.3 Warranty
- 17.3.1 The Security System supplied and installed by INNOVATIVE SECURITY AND DATA to You under this Agreement is done so only with such warranties as may be given by their manufacturer.
- 17.3.2 To the extent that the Security System is covered by a manufacturer's warranty, INNOVATIVE SECURITY AND DATA passes on to You the benefit of that warranty.
- 17.3.3 Except where You elect in a Proposal to receive maintenance services from INNOVATIVE SECURITY AND DATA, You are responsible for the operation and maintenance of the Security System in accordance with the manufacturer's instructions as necessary to ensure those warranties will remain valid and applicable.
- 17.3.4 INNOVATIVE SECURITY AND DATA will provide all reasonable assistance to You in obtaining the benefits of a manufacturer's warranty.
- 17.4 Maintenance Services
- 17.4.1 You agree and acknowledge that INNOVATIVE SECURITY AND DATA's maintenance services do not include work required to be done to repair a defect or damage which is caused by fair wear and tear, or by Your negligence, fault, neglect, abuse or incorrect use, including not servicing or maintaining the Security System in accordance with the manufacturer's instructions.

- 17.4.2 Any repair or defect services falling outside the scope of warranty required by You will be regarded as additional services and You must pay INNOVATIVE SECURITY AND DATA's fees for such services at our standard rates. You acknowledge that it is Your responsibility to pay the cost of replacement batteries for the Security System.
- 17.4.3 Unless agreed otherwise in this Agreement all Maintenance Services will be performed during Normal Working Hours.
- 17.4.4 If INNOVATIVE SECURITY AND DATA has not carried out an inspection of Your existing security system prior to the Commencement Date of this Agreement at your request, any fault of this Security System to perform within ninety (90) days after the Commencement Date will entitle INNOVATIVE SECURITY AND DATA to the payment of all its fees including costs incurred in relation to repairing such fault.
- 17.4.5 To the fullest extent permitted by law. INNOVATIVE SECURITY AND DATA is not liable for any claims made for injury, loss or damage caused to You resulting from any failure by INNOVATIVE SECURITY AND DATA to provide maintenance services due to Your failure to give INNOVATIVE SECURITY AND DATA access to the Site for such services.