Be Alarmed Limited – Terms & Conditions of Trade

- Contract' means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.

 5.

 Be Alarmed' means Be Alarmed Limited, its successors and assigns or any 5.1
- per Alament misers be Alament Limited, in Souccessors and assigns of any person acting on behalf of and with the authority of Be Alamed Limited. "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Be Alarmed to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Customer, is a reference to each Customer jointly and
 - severally: and
 - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and (c) if the Customer is a part of a Trust, shall be bound in their capacity as a
 - (d) includes the Customer's executors, administrators, successors and permitted
 - assigns
- Goods' shall mean Goods supplied by Be Alarmed to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, work authorisation or any other forms as provided by Be Alarmed to the Customer.
- "Services" shall mean all services supplied by Be Alarmed to the Customer and includes any advice or recommendations (and where the context so permits shall
- include any supply of Goods as defined above).

 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either partys intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- applicable), previous credit applications, credit instory) and pricing details.

 6.3 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including personal information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using Be Alarmed's website, then the Customer shall have the right to enable / disable the Cookies first by 6.4 election the period of the provided in the pro Customer Shain nave the right to enable / disable provided on the website, prior to 6.5 making enquiries via the website.

 Price means the Price payable (plus any Goods and Services Tax (*GST*) where applicable) for the Goods as agreed between Be Alarmed and the Customer in accordance with clause 6 below.

Acceptance

- Acceptance
 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts Delivery of the Goods.
- In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the 6.6
- and any other prior occument or scinedule that the pantes have emered into, the 5.0 terms of this Contract shall prevail.

 Any amendment to the terms and conditions contained in this Contract may only be 6.7 amended in writing by the consent of both parties.

 The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Be Alarmed and it has been approved with a credit limit established for the account. 2.4
- In the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, Be Alarmed reserves the right to refuse Delivery.
- Any advice, recommendation, information, assistance or service provided by Be Alarmed in relation to Goods or Services supplied is given in good faith to the Customer, or the Customer's agent and is based on Be Alarmed's own knowledge 6.9 and experience and shall be accepted without liability on the part of Be Alarmed 6.9. Where such advice or recommendations are not acted upon then Be Alarmed shall require the Customer or their agent to authorise commencement of the Services in writing. Be Alarmed shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.

 The Customer acknowledges and accepts:

 (a) that the supply of Goods for accepted orders may be subject to availability and if, for any reason, suitable Goods are not or cease to be available, Be Alarmed reserves the right to vary the Charges with alternative Goods as per clause 6.2 7. subject to prior confirmation and agreement of both parties. Be Alarmed also 7.1 reserves the right to halt all Services until such time as Be Alarmed and the Customer agree to such changes. Be Alarmed shall not be liable to the 7.2 Customer for any loss or damage the Customer suffers due to Be Alarmed exercising its rights under this clause, and Any advice, recommendation, information, assistance or service provided by Be

 - exercising its rights under this clause; and exercising its rights stroke this clause; and
 (b) that the Goods performance may be compromised due to geographic or
 atmospheric conditions in some situations. Notwithstanding the former, Be
 Alarmed will use its best endeavours to install and position the Goods to avoid
 any interference that may occur; and
 (c) that on-site training pertaining to the use of the Goods is not included in Be
 Alarmed's quotation unless specified.
- Stock Orders will be invoiced:

and/or administration of this Contract: and/or

- las soon as a purchase order is received; or once Goods are received by Be Alarmed from their suppliers, should the 7.4 Customer fall to take delivery of the Goods after a multually agreed period, Be 7.5 Alarmed shall be entitled to invoice the Goods automatically at the end of the said period. Subject to clause 6.5 the Goods will be held in Be Alarmed's
- storage facility until delivery can be affected.

 Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 25 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred

- Errors and Omissions
 The Customer acknowledges and accepts that Be Alarmed shall, without prejudice, 7.7
 accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 (a) resulting from an inadvertent mistake made by Be Alarmed in the formation
- and/or administration of rins Contract and/or.

 (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Be Alarmed in respect of the Services.

 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Be Alarmed: the Customer shall not be entitled to treat this Contract as repudiated nor render it

- Authorised Representatives
 Unless otherwise limited as per clause 4.2 the Customer agrees that should the
 Customer introduce any third party to Be Alarmed as the Customer's duly
 authorised representative, that once introduced that person shall have the full authority of the Customer to order any Services or Goods on the Customer's behalf and/or to request any variation to the Services on the Customer's behalf (such authority to continue until all requested Services have been completed or the Customer otherwise notifies Be Alarmed in writing that said person is no longer the
- Customer's duly authorised representative).

 In the event that the Customer's duly authorised representative in the event that the Customer's duly authorised representative is to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Be Alarmed in writing of the parameters of the limited authority granted to their representative.

 The Customer specifically active dependence and accorder that those well be scalety liable.
- 4.3 The Customer specifically acknowledges and accepts that they will be solely liable 7.9 to Be Alarmed for all additional costs incurred by Be Alarmed (including Be Alarmed's profit margin) in providing any Goods, Services, or variation/s requested

by the Customer's duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

The Customer shall give Be Alarmed not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address and contact phone or fax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by Be 8. Alarmed as a result of the Customer's failure to comply with this clause.

8.

Price and Payment

- All Be Alarmed's sole discretion the Price shall be either:

 (a) as indicated on any invoice provided by Be Alarmed to the Customer; or

 (b) Be Alarmed's quoted price (subject to clause 6.2) which will be valid for the 8.2
- period stated in the quotation or otherwise for a period of thirty (30) days Be Alarmed reserves the right to change the Price:
 (a) if a variation to the Goods which are to be supplied is requested; or
- (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
 (c) where additional Services are required due to the discovery of hidden or
- where adulutional services are required use to the discovery of inducer in unidentifiable difficulties (including, but not limited to, poor weather, limitations to accessing the worksite, inaccessible wiring, availability of parts and/or 8.3 machinery, additional concrete cutting, incorrect measurements, plans and/or specifications provided by the Customer, safety considerations (discovery of asbestos, etc.), prerequisite work by any third party not being completed, lack 9. of required utilities, remedial work required, hard rock barriers below the 9.1 or required unities, reineutal work required, nath rock animals below the surface, iron reinforcing rods in concrete or hidden pipes and wiring in walls, et.) which are only discovered on commencement of the Services; or (d) in the event of increases to Be Alarmed in the cost of labour or materials which are beyond Be Alarmed's control. Variations will be charged for on the basis of Be Alarmed's quotation, and will be 92
- detailed in writing, and shown as variations on Be Alarmed's invoice. The Customer shall be required to respond to any variation submitted by Be Alarmed within ten (10) working days. Failure to do so will entitle Be Alarmed to add the cost of the 9.3 variation to the Price. Payment for all variations must be made in full at the time of their completion.
- At Be Alarmed's sole discretion a non-refundable deposit may be required
- As be Alarmed's Sole discretion a non-returnation deposit may be required.

 9.4
 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Be Alarmed, which may be:

 (a) by way of instalments/progress payments in accordance with Be Alarmed's payment schedule;

 (b) for certain approved Customers, due twenty (20) days following the end of the 9.5 month in which a stalement is posted to the Customer's address or address for
- (c) the date specified on any invoice or other form as being the date for payment
- (d) failing any notice to the contrary, the date which is seven (7) days following the
- (a) falling any flotice to the contrary, the date which is seven (7) aays following the date of any invoice given to the Customer by Be Alarmed.

 9.6

 Payment may be made by cash, cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and Be Alarmed.

 Be Alarmed may in its discretion allocate any payment received from the Customer 9.7 towards any invoice that Be Alarmed determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Be Alarmed may see allocate any expression required the the observed of the production of the customer and the custome receipt or all any limit allerwards. On any deliability the Customer be Alammed microre-allocate any payments previously received and allocated. In the absence of any
 payment allocation by Be Alarmed, payment will be deemed to be allocated in such
 manner as preserves the maximum value of Be Alarmed's Purchase Money
 Security Interest (as defined in the PPSA) in the Goods.

 The Customer shall not be entitled to set off against, or deduct from the Price, any
 sums owed or claimed to be owed to the Customer by Be Alarmed nor to withhold
 payment of any invoice because part of that invoice is in dispute.
- payment of any invoice because part or inartinotice is in displaie.

 1. Price does not include GST. In addition to the Price, 9.9 the Customer must pay to Be Alarmed an amount equal to any GST Be Alarmed must pay for any supply by Be Alarmed under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

- Delivery and Installation Subject to clause 7.2 it is Be Alarmed's responsibility to ensure that the Services
- Subject fo clause 7.2 it is Be Alarmed's responsibility to ensure that the Services start as soon as it is reasonably possible.

 The Services' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Be Alarmed claims an 10.2 extension of time (by giving the Customer written notice) where completion is delayed by an event beyond Be Alarmed's control, including but not limited to any failure by the Customer fo:

 (a) make a selection: or

 (b) have the worksite ready for the Services; or

 (c) notify Be Alarmed that the worksite is ready.

 Delivery ('Delivery') of the Goods is taken to occur at the time that Be Alarmed (or

- Be Alarmed's nominated carrier) delivers the Goods to the Customer's nominated
- be Natimers informated carrierly onewers the Goods to the Customer's nominated address even if the Customer is not present at the address. At Be Alarmed's sole discretion the cost of Delivery is in addition to the Price. Be Alarmed may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- terms and conditions.

 Any time specified by Be Alarmed for Delivery of the Goods is an estimate only and Be Alarmed will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that Be Alarmed is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Be Alarmed shall be entitled to charge a reasonable fee for redelivery and/or storage. The Customer shall provide:

 (a) clear and reasonable access to the premises on the agreed date the Services 11
- are to be undertaken. Delays to Be Alarmed's technical staff waiting for access 11.1 and/or clearing of obstacles, or other Customer causes, may result in additional fees to be added to the Price. Be Alarmed shall not be liable for any loss or damage to the worksite (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Be Alarmed; and
- (b) at the Customer's cost, connection to a main power source to enable installation and/or service work to be undertaken at the premises
- The Customer acknowledges and accepts that:

 (a) where Be Alarmed is required to install the Goods the Customer warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Be Alarmed shall not be liable for any claims, demands, 12
- losses, damages, costs and expenses howsoever caused or arising in 12.1 connection with the installation and work incidental thereto; (b) any telecommunications connection required for the installation and/or maintenance of a security system will be arranged and paid for by the
- Customer unless otherwise agreed in writing:

 (c) repairs and replacement parts are extra work except in the event that such work is completed under warranty as agreed by Be Alarmed; and
 (d) system maintenance is additional work unless otherwise agreed by Be Alarmed 12.3 in writing.

 Be Alarmed shall upon installation ensure that all Goods are to be installed in a
- manner that is fully compliant with industry standards. If, for any reason, the Customer specifically requires the Goods to be installed in any way which goes

- against Be Alarmed's recommendations and/or falls below industry standards.
- against be hainness recommendations and/or intal below industry standards, a request detailing that requirement must be made in writing to Be Alarmed. Accordingly, Be Alarmed offers no warranty in regards to the aforementioned. All work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with the Australian and New Zealand Wiring standards

Specifications

Be Alarmed shall be entitled to rely on the accuracy of any plans, specifications and Be Natimed shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, Be Alarmed accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. The Customer acknowledges that:

(a) all describitive specifications, illustrations, drawings, data dimensions, and weights stated in Be Alarmed's fact sheets, price lists or advertising material are indicative only and that they have not relief on such information.

- are indicative only and that they have not relied on such information; and while Be Alarmed may have provided information or figures to the Customer regarding the performance of the Goods, the Customer acknowledges that Be Alarmed has given these in good faith, and are estimates based on industry prescribed estimates.
- The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use

- Risk of damage to or loss of the Goods passes to the Customer on Delivery and the
 - Customer must insure the Goods on or before Delivery.

 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Be Alarmed is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Be Alarmed is sufficient evidence of Be Alarmed's rights to receive the insurance proceeds without the need for any person dealing with Be Alarmed to make further
 - If the Customer requests Be Alarmed to leave Goods outside Be Alarmed's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.

 Be Alarmed shall be entitled to rely on the accuracy of any plans, specifications and
 - Be hairmed shall be entitled to rey of the accuracy or any piants, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, Be Alarmed accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. The Customer acknowledges and accepts that electronic security systems, smoke, heat and like detectors installed to / at their premises:

 - near and like detectors installed to? at their premises:

 (a) are for monitoring and detection purposes and should not be seen as a life saving device; and

 (b) does not guarantee the site will be free from malicious damage or losses caused by attack, break and/or enter.

 Be Alarmed shall not be held liable for any failure in the security system or any part thereof that is repaired or interfered with or removed from the Customer's premises
 - thereof that is repaired or interfered with or removed from the Customer's premises by any person other than Be Alarmed's representatives. It shall be the Customer's responsibility:

 (a) to ensure the security system equipment is tested and maintained to full operational condition at their own cost; and

 (b) for all phone calls emanating from the security system panel; and

 - (a) for an protine calls entantaling from the security system patier, and (c) to ensure all electronically protected areas are free from obstacles which may impair the operation of the system. In conjunction with clause 9.7, the Customer agrees to release and indemnify Be Alarmed of any liability where any Goods installed by Be Alarmed subsequently fail or malfunctions due to the Customer not maintaining the system as per Be Alarmed recomposed dementances present.
 - of maintenance and the Costomer for maintenance program.

 The Customer acknowledges that in the event assets or any other toxic substances are discovered during the installation that it is the Customer's responsibility to ensure the safe removal of the same. The Customer further agrees to indemnify Be Alarmed against any costs incurred by Be Alarmed as a consequence of such discovery. Under no circumstances will Be Alarmed handle removal of any asbestos product.

- Compliance With Laws
 The Customer and Be Alarmed shall comply with the provisions of all statutes regulations and bylaws of government, local and other public authorities that may be applicable to the Services (and use of the Goods) including any WorkSafe be applicable to the Services (and use of the Goods) including any workshelf health and safety laws relating or any other relevant safety standards or legislation pertaining to the Services.

 The Customer shall:
- (a) obtain (at the expense of the Customer) any and all approvals, consent, licences or permits that may be required for the Services; and (b) provide evidence to Be Alarmed of such upon request; and (c) Be Alarmed reserves the right to delay the commencement of the Services until Be Alarmed has received satisfactory evidence of any required documentation;
- (d) Be Alarmed shall not be liable to the Customer for any loss or damage the Customer suffers due to Be Alarmed exercising its rights under this clause
- 10.2.

 Nowithstanding clause 10.1 and pursuant to the Health & Safety at Work Act 2015 (the "HSW Act") Be Alarmed agrees at all times to comply with sections 28 and 34 of the "HSW Act" with meeting their obligations for health and safety. If during the course of installation when the Services are being conducted within and around switchboards that if the same is found defective or deemed to be unsafe by Be Alarmed, then Be Alarmed shall notify the Customer immediately. The power, if isolated, will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to the Electrical Safety. Peculuations. The Customer acrepts and agrees that any costs associated with the Regulations. The Customer accepts and agrees that any costs associated with the rectification Services including any Goods and labour shall be to the Customer's

- Prior to Be Alarmed commencing any work the Customer must advise Be Alarmed of the precise location of all services on the site and clearly mark the same. The mains & services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sever studge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the
- Whist Be Alarmed will take all care to avoid damage to any services the Customer agrees to indemnify Be Alarmed in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.

- Be Alarmed and the Customer agree that ownership of the Goods shall not pass
- (a) the Customer has paid Be Alarmed all amounts owing to Be Alarmed; and (b) the Customer has met all of its other obligations to Be Alarmed.
- Receipt by Be Alarmed of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or received.
- The Goods passes to the Customer in accordance with clause 12.1:

 (a) the Customer is only a bailee of the Goods and must return the Goods to Be
- Alarmed on request:

Be Alarmed Limited – Terms & Conditions of Trade

- (b) the Customer holds the benefit of the Customer's insurance of the Goods or
- trust for Be Alarmed and must pay to Be Alarmed the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;

 (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the
- Customer sells, disposes or parts with possession of the Goods then the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Be Alarmed and must pay or deliver the proceeds to Be Alarmed on demand;

 18. the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Be Alarmed and must sell, dispose of or 19.
- return the resulting product to Be Alarmed as it so directs;

 (e) the Customer irrevocably authorises Be Alarmed to enter any premises where Be Alarmed believes the Goods are kept and recover possession of the Goods;

 (f) Be Alarmed may recover possession of any Goods in transit whether or not
- Delivery has occurred; 19.2 (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Be Alarmed; and (h) Be Alarmed may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the 19.3

- Personal Property Securities Act 1999 ("PPSA")
 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
 - (a) these terms and conditions constitute a security agreement for the purposes of 19.4 the PPSA: and
 - (b) a security interest is taken in all Goods and/or collateral (account) being a a security interest is taken in an acoust amon contain a factoring — being a monetary obligation of the Customer to Be Alarmed for Services – that have previously been supplied and that will be supplied in the future by Be Alarmed to the Customer.
- The Customer undertakes to:
 - Ine Customer undertakes to:

 (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Be Alarmed may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register:

 (b) indemnify, and upon demand reimburse, Be Alarmed for all expenses incurred

 - (b) Indemnify, and upon demand reimburse, Be Alarmed for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 (c) not register, or permit to be registered, a financing statement or a financing 20. change statement in relation to the Goods and/or collaberal (account) in favour 20.1 of a third party without the prior written consent of Be Alarmed; and (d) immediately advise Be Alarmed 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.
 Be Alarmed and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125,
- The Customer walves its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
- Unless otherwise agreed to in writing by Be Alarmed, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA. The Customer shall unconditionally ratify any actions taken by Be Alarmed under
- clauses 13.1 to 13.5.
- Subject to any express provisions to the contrary (including those contained in this 13.7 clause 13), nothing in these terms and conditions is intended to have the effect of 20.4 contracting out of any of the provisions of the PPSA.
- In consideration of Be Alarmed agreeing to supply the Goods, the Customer 21. charges all of its rights, title and interest (whether joint or several) in any land, realty 21.1 or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer either now or in these terms and conditions (including, but not limited to, the payment of any
- The Customer indemnifies Be Alarmed from and against all Be Alarmed's costs and
- rine Customer indemtinities be Alarmed from and against all be Alarmed's Costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Be Alarmed's rights under this clause.

 The Customer irrocably appoints Be Alarmed and each director of Be Alarmed as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any desupport of the Customer's both? document on the Customer's behalf
- Defects
 The Customer shall inspect the Goods on Delivery and shall within five (5) days of Delivery (time being of the essence) notify Be Alarmed of any alleged defect, 21.2 shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Be Alarmed an opportunity to inspect the Goods within a reasonable time following Delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Be Alarmed has agreed in writing that the Customer is entitled to reliect. Be Alarmed's liability is limited to either (at Be Alarmed's discretion) reject, Be Alarmed's liability is limited to either (at Be Alarmed's discretion) replacing the Goods or repairing the Goods. Goods will not be accepted for return other than in accordance with 15.1 above, and provided that:
- - (a) Be Alarmed has agreed in writing to accept the return of the Goods; and
 (b) the Goods are returned at the Customer's cost within seven (7) days of the

 - Delivery date; and

 (c) Be Alarmed will not be liable for Goods which have not been stored or used in 21.3 a proper manner; and

 (d) the Goods are returned in the condition in which they were delivered and with
 - all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

 Be Alarmed may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of twenty five percent (25%) of the value of the returned Goods
- plus any freight. Subject to clause 15.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.
- Warranty
 For Goods not manufactured by Be Alarmed, the warranty shall be the current
 warranty provided by the manufacturer of the Goods. Be Alarmed shall not be bound by nor be responsible for any term, condition, representation or warranty 21.4 other than that which is given by the manufacturer of the Goods.
- one train that with a given by the manufacture of the Goods, the Customer acknowledges that full 21.5 opportunity to inspect the same has been provided and accepts the same with all faults and that no warranty is given by Be Alarmed as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly 21.6 excluded. Be Alarmed shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising
- Consumer Guarantees Act 1993
- If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by Be Alarmed to the Customer.
- Intellectual Property
 Where Be Alarmed has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the 22. property of Be Alarmed. Under no circumstances may such designs, drawings and 22.1

- documents be used or reversed engineered without the express written approval of
- The Customer warrants that all designs, specifications or instructions given to Be Alarmed will not cause Be Alarmed to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to
- indemnify Be Alarmed against any action taken by a third party against Be Alarmed in respect of any such infringement.

 The Customer agrees that Be Alarmed may (at no cost) use for the purposes of 22.2 marketing or entry into any competition, any documents, designs, drawings or Goods which Be Alarmed has created for the Customer.

 Default and Consequences of Default
- Interest on overdue invoices shall accrue daily from the date when payment 23 becomes due, until the date of payment, at a rate of two and a half percent (2.5%) 23.1 per calendar month (and at Be Alarmed's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- If the Customer owes Be Alarmed any money the Customer shall indemnify Be Alarmed from and against all costs and disbursements incurred by Be Alarmed in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Be Alarmed's collection agency costs, and bank dishonour fees).

 Further to any other rights or remedies Be Alarmed may have under this Contract, if
- a Customer has made payment to Be Alarmed, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Be Alarmed under this clause 19 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- Without prejudice to Be Alarmed's other remedies at law Be Alarmed shall be williout prejouce to Be Alarimed stand we return the customer which remains unfulfilled and all amounts owing to Be Alarimed shall, whether or not due for payment, become immediately payable if:

 (a) any money payable to Be Alarimed becomes overdue, or in Be Alarimed's opinion the Customer will be unable to make a payment when it falls due:
- (b) the Customer has exceeded any applicable credit limit provided by Be
- (c) the Customer becomes insolvent, convenes a meeting with its creditors or 24.1 proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is
- appointed in respect of the Customer or any asset of the Customer
- Without prejudice to any other remedies Be Alarmed may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Be Alarmed may suspend or terminate the supply of Goods to the Customer. Be Alarmed will not be liable to the Customer for an or damage the Customer suffers because Be Alarmed has exercised its rights under this clause.
- Be Alarmed may cancel any contract to which these terms and conditions apply or be Natimet may cancer any cominant and the winter these terms and continuous apply a cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Be Alarmed shall repay to the Customer any money paid by the Customer for the Goods. Be Alarmed shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer cancels Delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Be Alarmed as a direct rectife the correlation (including that the limited to applies of profits)
- direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Customer's specifications, or for nonstocklist items, will definitely not be accepted once production has commenced, or
- Privacy Policy
- All emails, documents, images or other recorded information held or used by Be All emails, documents, images or other recorded information held or used by Be Alarmed is Personal Information as defined and referred to in clause 21.3 and therefore considered confidential. Be Alarmed acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ('the Act') including Part II of the OECD Guidelines and as set out in Schedule 8 of the Act and any statutory requirements where relevant in a European Economic Area "EEA" under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Be Alarmed acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by Re Alarmed that awa result in serious barm to the Customer Se Alarmed held by Be Alarmed that may result in serious harm to the Customer, Be Alarmed will notify the Customer in accordance with the Act and/or the GDPR. Any release of such personal information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- subject to an operation of law. Notwithstanding clause 21.1, privacy limitations will extend to Be Alarmed in 24.2 respect of Cookies where the Customer utilises Be Alarmed's website to make enquiries. Be Alarmed agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:

 (a) IP address, prowser, email client type and other similar details;

 (b) tracking website usage and traffic; and

- (c) reports are available to Be Alarmed when Be Alarmed sends an email to the Customer, so Be Alarmed may collect and review that information ('collectively Personal Information') If the Customer consents to Be Alarme
- and later wishes to withdraw that consent, the Customer may manage and control Be Alarmed's privacy controls via the Customer's web browser, including removing 25.2 Be Alarmed's privacy controls via the Customers web proviser, including removing Cookies by deleting them from the browser history when extiling the site. The Customer authorises Be Alarmed or Be Alarmed's agent to:
 (a) access, collect, retain and use any information about the Customer;
 (b) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance
- - details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
- Customer's creditworthiness: or 25.4 (ii) for the purpose of marketing products and services to the Customer.

 (b) disclose information about the Customer, whether collected by Be Alarmed 25.5 from the Customer directly or obtained by Be Alarmed from any other source, 25.6 to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer. by the Customer.
- Where the Customer is an individual the authorities under clause 21.3 are
- where the Customer is an individual the authorities under clause 21.3 are authorities or consents for the purposes of the Privacy Act 2020.

 The Customer shall have the right to request (by e-mail) from Be Alarmed, a copy of the Personal Information about the Customer retained by Be Alarmed and the right to request that Be Alarmed correct any incorrect Personal Information. Be Alarmed will destroy Personal Information upon the Customer's request (by email) or if it is no longer required unless it is required in order to fulfil the obligation of this Contract or is required to be maintained and/or stored in accordance with the 25.8
- The Customer can make a privacy complaint by contacting Be Alarmed via e-mail. Be Alarmed will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not satisfied with resolution provided, the Customer can make a complaint to the Information 25.9 mmissioner at http://www.privacy.org.nz/comply/comptop.html.
- Service of Notices
- Any written notice given under this Contract shall be deemed to have been given and received

- by handing the notice to the other party, in person; by leaving it at the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated in this Contract.
- (d) if sent by facsimile transmission to the fax number of the other party as stated
- in this Contract (if any), on receipt of confirmation of the transmission;
 (e) if sent by email to the other party's last known email address.
 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

- If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Be Alarmed may have notice of the Trust, the Customer covenants with Be Alarmed as
- (a) the Contract extends to all rights of indemnity which the Customer now or
- (b) the Customer has full and complete power and authority under the Trust of the Customer has full and complete power and authority under the Trust on enter into the Contract and the provisions of the Trust do not purpor trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right
- of indemnity;
 (c) the Customer will not without consent in writing of Be Alarmed (Be Alarmed will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer as trustee of the
 - (ii) any alteration to or variation of the terms of the Trust;
 (iii) any advancement or distribution of capital of the Trust; or
 (iv) any resettlement of the trust property.

Suspension of Services

- Suspension of Services
 Where the Contract is subject to section 24A of the Construction Contracts Act
 2002, the Customer hereby expressly acknowledges that:

 (a) Be Alarmed has the right to suspend work within five (5) working days of written
 notice of its intent to do so if a payment claim is served on the Customer, and:

 (i) the payment is not paid in full by the due date for payment in accordance
 with clause 6 and/or any subsequent amendments or new legislation and
 no payment schedule has been given by the Customer; or

 (ii) a scheduled amount stated in a payment schedule issued by the Customer
 in relation to the payment claim is not paid in full by the due date for its
 nawment. or
 - payment; or
 - (iii) the Customer has not complied with an adjudicator's notice that the
 - (iii) the Customer must pay an amount to Be Alarmed by a particular date; and
 (iv) Be Alarmed has given written notice to the Customer of its intention to
 suspend the carrying out of construction work under the construction Contract.
- (b) if Be Alarmed suspends work, it

 - (i) is not in breach of Contract; and
 (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and
 - is entitled to an extension of time to complete the Contract; and
 - (iv) keeps its rights under the Contract including the right to terminate the Contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied
- (c) if Be Alarmed exercises the right to suspend work, the exercise of that right

 - tions from:

 (i) affect any rights that would otherwise have been available to Be Alarmed under the Contract and Commercial Law Act 2017; or (ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of Be
- available to the Customer under that Act as a direct consequence of Be Alarmed suspending work under this provision:

 (d) due to any act or omission by the Customer, the Customer effectively precludes Be Alarmed from continuing the Services or performing or complying with Be Alarmed's other rights and remedies, Be Alarmed may suspend the Services immedialely after serving on the Customer a written notice specifying the payment default or the act, omission or default upon which the suspension of the Services is based. All costs and expenses incurred by Be Alarmed as a result of such suspension and recommencement shall be payable by the Customer as if they were a variation.

 If pursuant to any right conferred by this Contract, Be Alarmed suspends the
- If pursuant to any right conferred by this Contract, Be Alarmed suspends the Services and the default that led to that suspension continues un-remedied subject to clause 20.1 for at least ten (10) working days, Be Alarmed shall be entitled to terminate the Contract, in accordance with clause 20.

- The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, vold, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected,
- prejudiced or impaired.

 These terms and conditions and any contract to which they apply shall be governed. by the laws of New Zealand and are subject to the jurisdiction of the Tauranga
- Courts, New Zealand.

 Except to the extent permitted by law "CGA", Be Alarmed shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Be Alarmed of these terms and conditions (alternatively Be Alarmed's liability shall be limited to damages which under no circumstances shall exceed the Price of
- Be Alarmed may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
 - under this Contract without the Customer's consent.

 The Customer cannot licence or assign without the written approval of Be Alarmed.

 Be Alarmed may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Be Alarmed's sub-contractors without the authority of Be Alarmed.
 - The Customer agrees that Be Alarmed may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Be Alarmed to provide Goods to the
 - Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc., ("Force Majeure") or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.