

## Terms and Conditions of Sale | **Effective Date: 01 January 2026**

### 1. Agreement

1.1 These Terms and Conditions apply to all sales of goods and supply of services (jointly and severally referred to as 'Goods') made by Southern Cross Electronic Security Pty Ltd (SCES) ACN 169 122 034, Master Security Licence No. 000102200, to a customer ('You') unless otherwise agreed by SCES in writing.

1.2 You agree to accept these Terms and Conditions and are bound by them when You place an order for Goods with SCES or accept delivery of the Goods, whichever is earlier.

1.3 Additional site-specific terms and conditions may apply to some orders and You agree to be bound by those where relevant.

1.4 These terms and conditions prevail to the extent of any inconsistency with any other document or agreement between You and SCES.

### 2. Accuracy of Information

2.1 SCES will use its best endeavours to provide accurate information about Goods in our advertising materials and publications. However, actual goods may differ slightly from their appearance in advertising material. SCES will notify You of any material changes to the Goods prior to delivery.

### 3. Pricing and Taxes

3.1 All prices quoted by SCES are exclusive of Goods and Services Tax (GST).

3.2 You agree to pay SCES without deduction or set-off an amount equal to any GST or any other applicable taxes and duties which SCES must pay in relation to the supply of Goods to You. SCES will clearly itemise the amount of GST on invoices.

### 4. Payment Terms

4.1 Unless You agree a specific payment plan with SCES, You must pay for the Goods as follows: 50% of the Price is payable as a deposit at the time of order, and the remaining 50% on the day of delivery or pick-up of the Goods.

4.2 Title to the Goods passes to You when full payment is received in cleared funds.

4.3 Deposits are non-refundable except where SCES is unable to deliver the Goods to You due to SCES's fault.

4.4 You authorise SCES to debit any credit card provided by You for any unpaid balance of the Price upon delivery or sign-off of installation (as applicable), together with any additional fees, interest or charges that arise under SCES's agreement with You.

### 5. Late Payment

5.1 If payment is late or not available on the scheduled day of completion or delivery of the Goods, You agree to pay:

(a) Interest at the rate of 10% per annum on overdue amounts which accrues daily until the time that payment in cleared funds is received by SCES in full; and

(b) Any reasonable collection fees, reasonable internal administration fees, bank dishonour fees or legal costs on a solicitor and own client basis incurred by SCES in recovering the debt.

### 6. Delivery of Goods

6.1 Any delivery date or time given by SCES to You is an estimate only, and while SCES will endeavour to meet these dates, SCES cannot guarantee exact timing. You agree to accept delivery of the Goods even if late and SCES will not be liable for any loss or damage incurred by You as a result of the delivery being late.

### 7. Access

You must ensure that SCES has continuous, clear, and unobstructed access to the delivery site at all times to facilitate the delivery and installation of the Goods. You are responsible for providing and maintaining a safe environment at the work site, in compliance with all applicable NSW laws and regulations, including but not limited to, the Work Health and Safety Act 2011 (NSW).

SCES shall not be liable for any loss or damage to the site, including, without limitation, damage to land, buildings or adjoining areas, nor for any loss or damage to property or plant and equipment at the site. SCES shall also not be liable for any loss, claim, or damages arising from injury, harm, or death to any person at the site, except where such loss or damage is directly attributable to the negligence or wilful misconduct of SCES.

You acknowledge that failure to provide the required access or to maintain a safe environment may result in delays, additional costs, or other consequences, for which SCES is not liable.

### 8. Risk and Title

8.1 Risk of loss or damage to the Goods passes to You upon delivery.

8.2 Title remains with SCES until SCES receives, in cleared funds, full payment of the Price for the Goods and all other amounts due under this contract.

8.3 Until title passes, You hold the Goods as bailee and must return them to SCES on request. You must insure the Goods from delivery until title passes. If the Goods are damaged or destroyed before title passes, SCES is entitled to the insurance proceeds.

## 9. Indemnity and Limitation of Liability

9.1 To the extent permitted by law, SCES excludes all implied conditions and warranties, except for those that cannot be lawfully excluded such as the consumer guarantees provided under the Australian Consumer Law for eligible transactions.

9.2 SCES's liability for breach of a non-excludable condition or warranty is limited to the remedy mandated by the Australian Consumer Law, or if none apply, at SCES's sole discretion, to the replacement, repair or cost of re-supply of the Goods.

9.3 You agree to indemnify and hold harmless SCES, its officers, employees, and agents (collectively, the "Indemnified Parties") from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or in connection with:

(a) Your use of the Goods in a manner inconsistent with the Goods' specifications, instructions, or intended purpose;

(b) any modification, repair, or alteration of the Goods by You or a third party not authorised by SCES;

(c) injury, death, or property damage caused by Your actions, omissions, or failure to take reasonable precautions in connection with the Goods, except where such injury, death, or damage arises from SCES's breach of its statutory guarantees or negligence.

9.4 SCES is not liable for any injury, death or property damage arising as a result of:

(a) the Goods ceasing to function or malfunctioning, provided that such failure was not caused by SCES's breach of statutory guarantees, negligence or wilful misconduct; and

(b) Your failure to undertake reasonable inspection, maintenance or replacement of the Goods in accordance with their specifications and expected lifespan.

9.5 Nothing in this clause excludes, restricts, or modifies any rights or remedies You may have under the Australian Consumer Law or any other applicable legislation which cannot be excluded, restricted, or modified by agreement, including guarantees of acceptable quality, fitness for purpose.

## 10. Your Responsibilities

10.1 You are responsible for ensuring that the installation site is prepared for installation, including but not limited to the provision of adequate power supply and network connectivity as specified by SCES prior to installation. If adequate power supply or network connectivity is not available as specified on the delivery date and time, SCES may change the delivery date and time and You agree to pay the reasonable costs incurred by SCES as a result of this change.

## 11. Warranty

11.1 In this clause 11, the following definitions apply:

App means application software designed to perform specific tasks on electronic devices, including mobile phones, personal computers, laptops and tablets, and includes both mobile and desktop versions.

Device means the mobile phone, personal computer, laptop or tablet used to install and operate the App.

Third-Party Software means software developed and maintained by an entity other than SCES, including (for example) apps associated with access control, CCTV and intercom systems. The software remains Third-Party Software even if its use is integral or optional to the operation of the Goods.

11.2 Labour Warranty: SCES provides a two-year labour warranty on all new installations, ensuring that the labour component of the installation is free from defects in workmanship.

11.3 Parts Warranty: The parts used in installations are covered by the manufacturer's or distributor's warranties available on the manufacturer's website. You should review those warranty terms. SCES is not responsible for any loss if You are unable to recover under a manufacturer's warranty.

### IMPORTANT: WARRANTY EXCLUSIONS:

11.4 Access control swipe cards and fobs are not covered by any warranty.

11.5 Remote controls and power supplies are warranted for one year from the date of installation.

11.6 The warranty does not cover any Third-Party Software.

11.7 To the maximum extent permitted by law, the warranty does not cover faults, damage or incompatibility arising from:

- (a) software changes to the Device, including updates or upgrades to the App or the Device operating system (for example iOS, Android, Windows or macOS);
- (b) hardware changes to the Device or connected equipment, including new installations or altered configurations, made by You or any third party; or
- (c) incorrect or poor installation of hardware, the App, or any Third-Party Software not performed by SCES or its authorised representatives.

11.8 Warranty Claims: You must notify SCES of any defects or suspected defects in the Goods during the applicable warranty period. SCES will not accept warranty claims made outside the warranty period.

## 12 Third-Party Warranties

12.1 Products that include Third-Party Software are covered, if at all, only under the Manufacturer's Warranties provided by the software's original manufacturer. SCES is not a party to, does not provide, and does not administer Manufacturer's Warranties, and Third-Party Software is excluded from SCES's warranty to the maximum extent permitted by law. You are responsible for:

- (a) verifying the compatibility of Third-Party Software with the Device and connected equipment before installation and during use
- (b) obtaining and maintaining any required licences, subscriptions and support entitlements for Third-Party Software
- (c) complying with the applicable licence terms and Manufacturer's Warranties
- (d) understanding that vendor updates or upgrades to Third-Party Software may affect compatibility or operation and are not covered by SCES's warranty
- (e) lodging and managing any warranty claims with the original manufacturer.

12.2 For clarity, SCES is not liable for the performance of any Manufacturer's Warranty or for losses arising from a manufacturer's refusal or failure to honour a Manufacturer's Warranty.

### 13 Dispute Resolution

13.1 In the event of a dispute, the parties will attempt to resolve the matter amicably through direct negotiation.

13.2 Any unresolved disputes may be referred to mediation or another form of alternative dispute resolution prior to seeking legal recourse.

### 14. Force Majeure

14.1 SCES shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, wars, labour disputes, or transportation disruptions.

### 15. Data Protection and Privacy

15.1 SCES complies with all applicable privacy laws and regulations.

15.2 Customer data collected during the installation and operation of security systems will be handled in accordance with our Privacy Policy, available at <https://www.southerncrosssecurity.com.au/privacy/>

### 16. Contact Information

16.1 For support or inquiries, please contact us via email at [support@southerncrosssecurity.com.au](mailto:support@southerncrosssecurity.com.au) or phone at 1300 097 727.

### 17. Termination

17.1 Termination for cause: SCES may terminate this agreement with immediate effect by written notice to You if:

- (a) non-payment remains unpaid for 30 days after the due date, and after SCES issues a written demand for payment
- (b) You fail to comply with regulatory or safety requirements necessary for installation, or with SCES's installation specifications
- (c) You repeatedly fail or are unable to provide access to the premises for scheduled work, causing significant delays to project timelines

17.2 Consequences of termination: You are liable to pay for all work performed by SCES and Goods ordered or supplied up to the date of termination, plus any reasonable costs directly arising from the termination.

17.3 Dispute resolution: Any dispute arising from or related to termination shall be handled in accordance with clause 13.

### 18. Notices

18.1 All notices or other communications under this agreement must be in writing, in English, and addressed to the other party using the contact details set out in the Order or as last notified in writing by that party.

18.2 A notice may be given by:

- (a) hand delivery
- (b) pre-paid post within Australia
- (c) email

18.3 When a notice is taken to be received:

- (a) if hand delivered, at the time of delivery
- (b) if sent by pre-paid post within Australia, on the third Business Day after posting.
- (c) if sent by email, when the email leaves the sender's mail server without a delivery failure notice, provided it is sent during Business Hours in NSW. If sent outside Business Hours or on a day that is not a Business Day, it is deemed received at 9.00 am on the next Business Day.

18.4 Business Day means a day in New South Wales that is not a Saturday, Sunday or public holiday. Business Hours means 9.00 am to 5.00 pm in Sydney, NSW.

18.5 Either party may change its contact details by giving notice under this clause.

18.6 Service of court documents must be by hand delivery or pre-paid post, and not by email, unless the recipient expressly agrees in writing.

### 19. Severability

19.1 If any part of these Terms and Conditions is found to be invalid, unlawful or unenforceable, the remainder will continue to be valid and enforceable to the fullest extent permitted by law.

### 20. General

20.1 These Terms and Conditions do not exclude, restrict or modify any rights, remedies or guarantees You have under the Australian Consumer Law that cannot be excluded, restricted or modified.

20.2 These Terms and Conditions are governed by the laws of New South Wales, Australia. Each party irrevocably submits to the jurisdiction of the courts of New South Wales.

#### **21. Variation**

21.1 SCES may update these Terms and Conditions by giving reasonable notice under clause 18 (Notices), including by publishing the updated terms on our website and/or by direct communication to You. Any update applies to Orders accepted after the effective date of the updated terms. Changes do not apply to an existing order unless agreed in writing.

**END**