

Standard Terms for the Supply of Services
PM Switchboards Pty Ltd ABN 68 059 927 570

Unless otherwise specifically agreed in writing by PM Switchboards and the Customer, these Standard Terms are the only terms and conditions on which PM Switchboards will supply Services to the Customer.

1. Definitions In these Standard Terms, **Contract** means the contract between the Customer and PM Switchboards for the Services constituting the Order, these Standard Terms and any other terms agreed by the parties in writing; **Customer** means the person placing the Order with PM Switchboards; **Order** means any order placed by the Customer and accepted by PM Switchboards; **Related Entities** has the meaning set out in the Corporations Act 2001 (Cth); and **Services** means any services provided by PM Switchboards to the Customer, and any goods provided by PM Switchboards to the Customer incidentally to those services.

2. General These Standard Terms override and replace any inconsistent terms or conditions in any document or communication used by the Customer in relation to the purchase of Services or any industry practice or earlier course of dealing, except as set out in the PM Switchboards Works Instruction Order or any terms agreed in writing and signed by PM Switchboards.

3. Variations and Cancellations

a) PM Switchboards will have sole discretion to accept or reject any variation or modification of the Contract. Where PM Switchboards accepts a modification or variation of the Contract, the Customer is liable for all increased costs incurred by PM Switchboards.

b) PM Switchboards will have sole discretion to accept or reject any Order cancellation request by the Customer. Where a cancellation is accepted, the Customer is liable for any loss or expenses that have been incurred by PM Switchboards in respect of that Order.

4 Price and Payment

a) Unless otherwise stated by PM Switchboards prices are as quoted by PM Switchboards, are subject to change without notice, and are exclusive of all taxes (including GST), duties, levies and other government charges.

b) If GST is payable on a supply made under or in connection with the Contract, PM Switchboards may increase the price otherwise provided for that supply under the Contract by the amount of that GST.

c) Unless otherwise agreed, PM Switchboards will issue invoices to the Customer upon the supply of the Services.

d) PM Switchboards reserves the right to issue to the Customer and be paid for progress claim invoices.

e) Invoices must be paid in full (without set off) by the Customer and received by PM Switchboards within 30 days of the date of invoice.

5 Title and Risk

Risk in Services passes on delivery of the goods to the Customer. Title in goods provided by PM Switchboards to the Customer passes upon payment in full by the Customer for the Services.

6 Force Majeure

Where a Force Majeure event prevents or delays PM Switchboards from performing an obligation under a Contract, that obligation will be suspended as long as the Force Majeure event continues. Force Majeure events include, but are not limited to, an act of God, war, revolution or any other unlawful act against public order or authority, an industrial dispute including strike or other labour disturbances, a governmental restraint, a shortage or unavailability

of parts, and any other event which is not within the reasonable control of PM Switchboards.

7 Warranties

a) Except as expressly provided to the contrary in the Contract, all representations, warranties, terms and conditions in relation to the Services (whether implied or otherwise) are excluded to the maximum extent permitted by law.

b) If PM Switchboards is liable to the Customer for any warranties or representations in relation to the supply of Services, any claim must be made within 14 days of the delivery of those Services, and the maximum amount that may be recovered from PM Switchboards is strictly limited to:

- i. for goods: the cost of repair or replacement of the defective goods;
- ii. for services: to the provision of services again, or the payment of the cost of having those services performed again,

at PM Switchboards' discretion.

8 Termination

PM Switchboards may terminate any Contract immediately by written notice to the Customer, in which case the Customer must pay for all Services provided up to the date of termination.

9 Limitation of Liability

a) The Customer releases PM Switchboards, its officers, agents, employees and contractors from any loss, damage, expense (including lawyer's fees and expenses on a solicitor/client basis), claim, demand or liability made or incurred in connection with or arising out of:

- i. personal injury, death or property loss or damage suffered by any person arising out of any negligent act or omission of PM Switchboards; or
- ii. a breach by PM Switchboards of any term of the Contract.

b) For the avoidance of doubt, PM Switchboards' maximum liability to the Customer in respect of any claim made by the Customer is the greater of the amount of insurance coverage recovered by PM Switchboards in respect of the claim under any applicable insurance policies taken out by PM Switchboards, and an amount equal to the price paid by the Customer to PM Switchboards for the Services.

c) The Customer indemnifies and holds harmless PM Switchboards, its agents and Related Entities, and any employees of any of them from any loss, damage, expense (including lawyer's fees and expenses on a solicitor/client basis), claim, demand or liability made against or incurred by PM Switchboards in connection with or arising out of:

- i. personal injury, death or property loss or damage suffered by any person arising out of any negligent act or omission of the Customer; or
- ii. a breach by the Customer of any term of the Contract.

d) PM Switchboards holds the benefit of this clause 9 on trust for itself, its Related Entities, and the officers, agents, employees and contractors of any of them..

e) Despite anything to the contrary, PM Switchboards will not be liable to make any payment (whether by way of damages or under an indemnity or otherwise) to the Customer for any special, indirect, consequential loss or loss of profits, however arising.

10 Variation

These Standard Terms may only be varied in writing and PM Switchboards may vary these Standard Terms upon notice to the Customer. If so, the Customer may terminate its Contract and must pay for all Services provided to that date. If the Customer continues to accept the Services, the varied terms will apply to all Services provided after that time.

11 Severance

If any provision of a Contract is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

12 Applicable Law

These Standard Terms are governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.