

MELBOURNE ELEVATORS PTY LTD TERMS & CONDITIONS OF SALE

In this document, M.E refers to Melbourne Elevators Pty Ltd. The Client refers to the signatory on the Melbourne Elevators Contract document, or authorised party acting on their behalf, eg. the builder.

PAYMENT TERMS

- The quotation is valid for 30 days from the date of issue. Lift pricing is subject to variation due to fluctuation in exchange rates and changes in design.
- All prices are exclusive of GST unless specified.
- The price quoted is based upon the current AUD to EURO rate at the time of quoting.
- The 40% deposit must be paid in full to secure the order at the quoted exchange rate (or current exchange rate if more than 30 days after the quote date) and to place the lift into manufacture unless otherwise previously agreed upon between both parties.
- Practical Completion for the lift shall be the date of completion of lift handover, not the date of building completion.
- Prices are based upon FCL containers. Dispatch from the manufacturer will occur when the container is full and may result in a delay on arrival.
- Retentions are not offered as standard and must be agreed upon between the client and Melbourne Elevators before the execution of the contract. The first 2.5% retention must be paid before booking the lift handover appointment, with the remaining 2.5% retention due 12 months from the date of lift handover, not practical completion of the building.

The following outlines the contract payment schedule as standard unless otherwise agreed prior between the client and Melbourne Elevators Pty Ltd.

1. Drawing Deposit	\$2,000.00 + GST refundable deposit required prior to the issue of shop drawings
2. Manufacturing	40% of the Contract price, due prior to Lift Order (Drawing deposit deducted from total)
3. Equipment Arrival	40% of Contract price, Invoice Issued upon Ship arrival to Melbourne, due upon arrival to our Storage Facility. Refer to Storage clause page 5 of this Quotation.
4. Mechanical	15% of Contract Price, Issued on date of Commencement of Mechanical Works, due within 7 days of Mechanical Completion.
5. Electrical	5% of Contract Price, Issued at the time of lift testing, due prior to Melbourne Elevators scheduling a Lift Handover appointment.
Variations (if applicable)	Any variations necessary from the agreed scope of works will be charged for and payable by the client within 7 days from the date of issue or prior to the scheduling of lift handover, whichever occurs first.

The above payment amounts do not include GST. All information subject to Melbourne Elevators Terms and Conditions.

ORDERING OF LIFT

Prior to ordering, the following documents must be signed/initialed, dated, and returned to Melbourne Elevators. The Lift order will not proceed without relevant documents and may result in delays.

- Approved Contract including Lift Specification
- Approved Lift Working Drawings
- Manufacturing Deposit is received

As above, Progress Payment 2. *Manufacturing* must be paid, and remittance provided prior to locking in of exchange rate, and commencement of manufacture for the lift.

It is the purchasers' responsibility to order the lift at the correct time to fit in with the project timeline. Refer to the timeline supplied in the quote. Once drawings, quote and contract are signed off and Payment 2 is received the order process will commence.

Note: Melbourne Elevators Quotation timelines are subject to change without notice. Freight lead-times are subject to vary due to Acts of God, weather conditions, port congestions, local and international Covid-19 protocols, and local BMSB fumigation per Department of Water and Agriculture requirements and may result in delays on the advised arrival dates. Melbourne Elevators will endeavor to provide notice of delays as soon as possible.

DELIVERY & STORAGE

All quotations include 2 weeks of storage at the Melbourne Elevators storage facility unless otherwise specified. Upon the arrival of the Lift Equipment to the Melbourne Elevators storage facility, the 2 weeks free storage will commence.

Melbourne Elevators will work with the Purchaser's advised start on site date to get the lift equipment to site when required. With the aim to achieve the desired start on site date, please refer to the approximate timeline in this Quotation to assist in calculating your order time based on your start on site date. Please be aware delivery times can be affected by time in manufacturing, port handling, shipping, and Customs. Melbourne Elevators is not responsible for factors beyond its control.

If the Purchaser's, or Purchaser's Site Representative is not ready for lift delivery upon arrival to the Melbourne Elevators storage facility, or within the 2 weeks provided storage as per above, the options for storage are as follows:

1. Process Payment 3 (COD) in full prior to 2-week storage expiry, and if there is no ability to deliver the lift to site or another location as nominated by the Purchaser's, the lift can be stored at Melbourne Elevators' storage facility, this will then be charged at half contracted rate \$160.00 + GST per week. Storage subject to availability.

2. Process Payment 3 (COD) in full, and arrange the lift equipment delivered to site, or another location as nominated by the Purchaser's, until the lift installation can commence, this is the most commonly used option.

Re-collection of the lift and delivery to site if the lift is stored to another location as nominated by the Purchasers is POA.

If the delivery (arranged between Melbourne Elevators and the client) is not possible at the time of appointment due to site issues, ill-payment, or client (or arranged party) nil-attendance, the goods will be returned to Melbourne Elevators warehouse, and once payment is received, a re-delivery fee will incur a minimum cost of \$1,500.00. We may, at our discretion, request to deliver the equipment and claim payment number 3 as an off-site payment, if the delay to the agreed start date is greater than two months. Melbourne Elevators reserves the right to charge re-establishment fees where reasonable continual site access has not been provided.

START ON-SITE DATE

The start-on-site date is the agreed date for Melbourne Elevators to commence installation. If the client does not meet the agreed installation date, whether due to incomplete building works or failure to adhere to the agreed payment terms, then Melbourne Elevators will allocate the next available date.

If the lift is not delivered to site within two (2) weeks after lift arrival to the Melbourne Elevators warehouse, storage fees will apply, storage terms are outlined later in this contract.

INSTALLATION REQUIREMENTS

Power by others per the lift specification must be available at the time of commencement of lift installation. If mains or temporary site power is not available to suit the minimum requirement as advised by Melbourne Elevators, a suitable 3-phase generator can be provided at cost to the builder.

Melbourne Elevators generator pricing is as follows and is subject to increase without prior written notice.

Delivery and collection	\$	165.00 + GST each way
Cost per Calendar Day	\$	120.00 + GST includes public holidays
Diesel	\$	TBA.00 Charged at cost price

Failure to provide a power solution resulting in delays is the sole responsibility of the client/builder.

Lost time due to power delays will be charged at \$110.00 +GST per hour. Re-booking installations can cause significant delays of 8+ weeks for re-booking of a new installation date.

Any loss or damage of generator goods whilst on site will be charged to the builder.

ESSENTIALS FOR LIFT INSTALLATIONS

LOGISTICS

- Provide a secure area to store lift equipment – min 25m sq. any theft is the responsibility of the builder.
- Safe and efficient delivery of goods to buildings under construction Melbourne Elevators requires safe access for materials handling. Access is required with a clear height of 2300mm and 3000mm width. A firm road base is required for safe machinery access. Deliveries will be completed with a compact 4WD forklift. Sites unable to accommodate this will incur additional delivery costs charged at \$370.00 + GST per hour to allow for additional time for 2 trucks and 3 labourers. For installations to existing buildings, delivery shall be managed on a case-by-case basis.

SHAFT

- Provide a lift shaft to Melbourne Elevators specifications within the tolerances set out on the final drawings - 0mm + 15mm
- The lift shaft, including pit and doorway penetrations, built to Melbourne Elevators specifications set out on the final drawings including door nibs. If the shaft is constructed in blockwork, ensure all blocks are core-filled, with no air pockets. Lost time due to issues with shaft construction will be charged at \$110+GST per hour.
 - Landing rebates (check-outs) may be required, refer to the door detail in the lift shop drawings.
- Oversize lift shafts may present installation and safety issues. If a shaft is oversized variations may apply to enable the installation to proceed or safety issues addressed.
- Lift shaft is to be clean and dry prior to the lift equipment arriving on site.
- If the builder provides a steel structure in lieu of a concrete shaft, this is to be designed per the final lift shop drawings to ensure accurate location of horizontal members. Melbourne Elevators will mount the brackets into position which must then be welded in position by others. Welding of lift brackets to a steel structure is the responsibility of the builder. Melbourne Elevators do not offer welding services under any circumstance.

POWER & LIFT CONTROLLER

- Provide suitable electrical mains, as detailed on the drawings, to a point nominated by Melbourne Elevators. Power to be available at the time of commencement of lift installation. If mains site temp site power is not available, a suitable 3-phase generator can be provided at cost to the builder, costs are POA.

- Lost time due to power delays will be charged at \$110.00 +GST per hour. Re-booking installations can cause significant delays of 8+ weeks for re-booking of a new installation date.
- Lift Control cabinet location to be nominated prior to commencement on site. Location unless otherwise specified is against the shaft walls. Re-location of the control cabinet will incur additional costs for the extension of lift wiring looms and replacement of the hydraulic hose.
- NBN Phone lines are not compliant per lift code. The lift will require a dual-GSM phone system per current industry standards to be commissioned.

Lift testing to be scheduled 2-3 weeks prior to build practical completion. Upon completion of lift testing, Melbourne Elevators will provide a list of items required to meet compliance regulations prior to handover of the lift.

NOTES & RESPONSIBILITIES

CHANGES TO FINISHES, DIMENSIONS, AND SPECIFICATIONS

This quotation is valid for the finishes as quoted. Changes to finishes may incur extra cost and will be put forth as a variation to be signed prior to invoicing of the 40% manufacturing invoice. Any further costs will be invoiced with this payment.

Note: Suppliers may increase the price of goods without warning. Any such price increase is beyond the control of Melbourne Elevators and so shall be passed on to the client.

FALSE START & SHAFT READINESS

If our installers arrive at site to commence installation and the shaft is not ready for installation, the following fees will be charged to the builder.

- A 'False Start Fee' of \$500 will be charged if we arrive on-site to commence installation as agreed/requested and the "Works by Others" has not been completed to allow us to start the installation.
- If delays are caused "By others" a standby rate for our installers shall be charged at \$150.00 per hour for up to 4 hours, then the installers shall leave site unless requested to stay by the builder/client.
- A 'Re-installation Fee' of \$2,000 will be charged for any additional work, undertaken by Melbourne Elevators, to make the shaft ready for lift installation (removing & re-installing scaffolding, etc.).

TITLE

The Title to all material will remain with Melbourne Elevators until such times as the material is paid for in full (Payment 3. Equipment Arrival). Retention of title via Full Romalpa clause applies. Once payment for the goods has been made in full the client owns the goods. The client is then responsible for any loss or damage on site that is not the result of actions by Melbourne Elevators.

LIFT WORKING DRAWINGS

Construction of lift shafts must not commence until site-specific lift working drawings have been signed off. Proceeding with any construction prior to the lift working drawings may have severe consequences as the lift design may change from time to time.

SITE ACCESS

For safe and efficient delivery of goods to buildings under construction, Melbourne Elevators requires safe access for materials handling. Access is required with a clear height of 2300mm and 3000mm width. For installations to existing buildings, delivery shall be managed on a case-by-case basis.

A firm road base is required for safe machinery access. Deliveries will be completed with a compact 4WD forklift. Sites unable to accommodate this will incur additional delivery costs charged at \$370.00 + GST per hour to allow for additional time for 2 trucks and 3 labourers. For installations to existing buildings, delivery shall be managed on a case-by-case basis.

WASTE REMOVAL

All packaging and waste associated with delivery and installation is the builder/owner's responsibility. Melbourne Elevators workers shall place all waste in bins provided by the builder and keep their work areas clean and tidy. However, if the builder/owner does not supply bins, we can arrange for the removal of all our waste. The cost for this service will be \$495.00 + GST per load. This is an at-cost service.

BUILDERS LIFTS

Refer to Builders Lift Contract available upon request. Minimum 2 weeks' notice from the date that the builder's lift commissioning is required.

HANDOVER AND COMMISSIONING

The client must provide minimum of 1 weeks' notice prior to the desired date of lift handover and commissioning. Once the final test inspection has been done, M.E will provide a handover checklist and after-hours contact form for the client to return to our office before commissioning is scheduled.

- Note: Payment No.5 Electrical is payable in full prior to scheduling a handover appointment.

WORKS BY OTHERS

All works shall be carried out in compliance with WorkSafe requirements, in particular, the requirements to make doorway entrances safe for installation and planking out of shafts at each landing if required.

Any such site-specific requirements shall be discussed and explained by Melbourne Elevators.

Any variations necessary from the agreed scope of works will be charged for and payable by the client within 7 days or prior to the placement of the lift into service, whichever occurs first.

FITTING LIFTS TO EXISTING BUILDINGS

- When installing a lift into a completed or near-completed building with finished floor surfaces it is the owners/builder's responsibility to appropriately protect all finishes prior to and during installation.

GENERAL

- Provide a secure area to store lift equipment. Any theft is the responsibility of the builder
- Provide suitable electrical mains, as detailed on the drawings, to a point nominated by Melbourne Elevators. Power to be available at time of commencement on lift installation.
- For all installations, other than single home lifts with non-shared areas, lift mains must comply with AS1735.2 section 28.1 and 28.2. The lift mains supply must be independently controlled and not subject to the building or any other main switch. Where required, the fire resistance of the cable must be protected to ws52 as defined in AS/NZS 3013. Fixing of lift mains must observe these requirements e.g. purpose outlet.
- Provide an approved, working telephone line to a point nominated by Melbourne Elevators for the lift car emergency phone
- For hydraulic lifts - provide a location for the machine cabinet, as detailed on the drawings. Allow for all painting and making good after installation of the lift doors and appointments. If required, fire-rating integrity must be maintained when making good around doors. If machine cabinets are required to be relocated from the drawn position on the approved plan, all costs shall be charged back to the client as a variation. **All Core holes for cables and hose to be "By Others" at the required location.**
- For cabin fit-out and tiling purposes, the lift doors shall be left unlocked and non-latching at the bottom landing with the cabin at that landing. Doors can be slid open to access the cabin.

LIQUIDATED DAMAGES

- Liquidated damages shall be capped at 10% of lift contract sum at \$500 per week unless otherwise agreed in writing between Melbourne Elevators and the client prior to the execution of the contract.

CONTRACT BY OTHERS

Melbourne Elevators endeavors to maintain competitive pricing, so we politely decline to sign any contracts other than our own.

SECURITY

- Melbourne Elevators provide trailing cable for security provision only, prices quoted do not include any hardware.
- **If security requirement is not specified until after the lift has been forwarded to manufacture, there will be costs above the above-quoted, and this will be put forth as a contract variation for approval and payment prior to the order of parts.**
- Lift Security to be programmed whilst Melbourne Elevators electricians on site. If Melbourne Elevators are required to return to site for assistance with security by others will be charged at \$120.00 + GST per hour.

MAINTENANCE

Maintenance for the first 12 months from the date of lift handover is included on all commercial lifts, excluding call-outs during or after hours. Melbourne Elevators will not attend site for routine maintenance and will charge an inflated call-out rate per M.E terms and conditions until the Standard Warranty Commercial Maintenance Agreement (SWCMA) is returned to Melbourne Elevators.

Unless specified in the Melbourne Elevators quote, maintenance for all home lifts is not included in this agreement. To ensure the lift warranty is maintained the lift must be serviced by a trained mechanic.

Melbourne Elevators provides competitive maintenance packages which will be customised to suit based on the usage of the lift throughout the 12-month warranty maintenance period.

WARRANTY

Unless otherwise specified, all lifts come with a 12-month warranty from the date of lift handover.

1 GENERAL

1.1 These conditions govern the supply of all goods and related services by Melbourne Elevators Pty Ltd (ME) and its Related Corporations as defined in the Corporation Law, to any buyer.

1.2 These conditions prevail over any other conditions that may be communicated by the Buyer either in writing or orally and whether in an order, letter, tender document, negotiations or otherwise

1.3 These conditions may not be altered except by written agreement signed by an authorised officer of ME

1.4 The supply of goods and services will be performed during the normal working hours of ME

2 PRICES

2.1 The quoted prices for goods and services are in Australian dollars and include Australian sales tax, where applicable, but not other duties or taxes. The quoted prices will be altered to include any such other duties or taxes.

2.2 The quoted prices are based on rates of exchange, freight, handling, insurance, labour and material costs ruling at the date of the quotation. The quoted prices will be altered if any of those factors change after 30 days from the date of the quotation and before completion of the contract.

2.3 Except as specifically stated in the quotation, the quoted prices do not include goods or services supplied to the Buyer at the direction of a government inspector or other statutory officer. The quoted prices will be altered to include the price of such goods and services.

2.4 The Buyer is liable to pay the quoted prices as altered by these conditions.

3 PAYMENT

3.1 The Buyer must pay ME the quoted prices as altered by these conditions for goods and services supplied not later than 30 days after the date of invoice. Payment must be by way of cleared funds without deduction or setoff.

3.2 The Buyer must pay interest on overdue amounts calculated daily at a rate of 10% per year from the due date until the date of payment.

4 RISK AND TITLE

4.1 Risk in goods passes to the Buyer on delivery which is the time when the buyer receives the goods, but until the goods are paid for in full:

- (a) Title in the goods remains with ME; and
- (b) ME may without notice stop goods in transit or retake possession of goods from premises owned or controlled by the Buyer and resell those goods and keep the proceeds

5 BUYER DEFAULT

5.1 If:

- (a) The buyer fails to pay when due any amount owing to ME;
- (b) The Buyer breaches any other provision of the contract with MEM and does not remedy the breach within 7 days after receiving a written request to do so;
- (c) Any step is taken to enter into arrangement between the Buyer and its creditors;
- (d) The Buyer ceases to be able to pay its debts as they become due or to carry on business;
- (e) Any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Buyers assets or business, then ME may do all or any of the following (in addition to any other rights);
- (f) Require the Buyer to pay immediately all amounts under all or any contract with ME invoiced but unpaid or to pay in advance of delivery of goods or performance of services;
- (g) Suspend or cease supplying goods or services or both to the Buyer under all or any contract with ME; or
- (h) Enter premises under the Buyers possession or control, repossess goods for which payment is overdue, resell them and keep the proceeds.

5.2 The buyer indemnifies ME against all expenses, losses, damages and costs including legal costs and disbursements that MEM may sustain or incur as a result or indirectly of;

- (a) Any breach of the contract by the Buyer; and
- (b) Any loss of or damage to goods while those goods are at the Buyers risk.

6 FORCE MAJEURE

6.1 The obligations of ME to perform in accordance with the contract will be suspended for the duration of any delay arising out of anything outside the control of ME, including but not limited to, fire, storm, flood, earthquake, accident, war, labour dispute, materials or labour shortage, failure or delay in transportation and act or omission of any government or government agency.

6.2 If ME's obligation to perform in accordance with the contract has been suspended for at least 3 months ME may terminate the contract with immediate effect by giving written notice to the Buyer.

7 EXCLUSIONS AND LIMITATIONS

7.1 This condition does not exclude or limit the application of any provision of any statute (including the Trade Practices Act) where to do so would;

- (a) contravene that statute; or
- (b) cause any part of this condition to be void

7.2 ME excludes all conditions and warranties implied by statute, general law or custom except any implied condition or warranty the exclusion of which would cause this clause to be void (Non-excludable Condition)

7.3 ME liability to the Buyer for breach of;

- (a) any express provision of the contract is limited to the lesser of;
 - (i) The price payable to ME for the goods or services in respect of which the breach occurred; and
 - (ii) The cost of providing the goods or services again; or
- (b) any Non-excludable Condition is limited to providing, replacing or repairing goods or providing services again, except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, in respect of which the liability of ME is not limited under the contract.

7.4 Except where a Non-excludable Condition would be breached, ME will not be liable in any way to the Buyer whether under the law relating to contracts, torts or otherwise for any consequential, special, exemplary or indirect loss or damage suffered or incurred by the Buyer in any way.

8 ASSIGNMENT

8.1 The Buyer must not assign, transfer or otherwise deal with the contract or any part of it or any right or obligation arising out of it without the prior written consent of ME

9 NOTICES

9.1 Any notice will be deemed to have been duly given;

- (a) If sent by mail, 3 business days after posting
- (b) If delivered by hand, on delivery; and
- (c) If sent by facsimile transmission, on generation of an acknowledgement that the transmission has been successfully completed.

10 SEVERABILITY

10 If part or all of any provision of the contract is held to be invalid or unenforceable that part of the provision will be severed and will not affect the validity or enforceability of the remaining provisions.

11 GOVERNING LAW

11 The contract will be governed by the laws of the State in which the ME office issuing the quoted prices is located and each party submits to the nonexclusive jurisdiction of the courts of that State

NOTE: Lift Finishes may vary and are subject to change by the Manufacturer without notice. Melbourne Elevators Pty Ltd endeavours to inform the Purchaser's with any information on changes. Melbourne Elevators Pty Ltd does not guarantee the texture or sheen of painted lift finishes, this may have an orange peel effect due to the painting process in the manufacturer's factory.