

Terms & Conditions of Warranty & Repair

Terms and Conditions under which *LIFELIKE GROUP PTY LTD ABN: 72 630 496 874, it's subsidiaries and assigns (herein called LifeLike)* warrants equipment and/or goods sold to the Customer

1. Dictionary and Definitions: The following definitions apply to the terms and conditions as set out below that govern the *Contract* between *LifeLike* and the *Customer*.

In these terms and conditions, the singular includes the plural and vice versa and any reference to the masculine or neuter genders shall include the other genders and any reference to "person" or the "Customer" shall include corporation or any other legal entity.

The words "such as", "including", "particularly" and similar expressions are not used as nor are interpreted as words of limitation.

Headings are for convenience only and do not affect interpretation of this Contract.

contractor, us, we, our customer, hirer, you, your	means <i>LIFELIKE GROUP PTY LTD ABN: 72 630 496, it's subsidiaries and assigns herein called "LifeLike"</i> ; means the natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate to whom the equipment and/or service is, are or will be sold to as named on the contract;
equipment	means the goods or equipment referred to on the: a. quote; or b. sales invoice; or c. bill of materials; or d. equipment schedules; or e. variations;
charges	means the amount shown where "Total charges" applies on the sales Tax Invoice;
agents	means natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate nominated by, representing or operating for and/or on behalf of the <i>Customer</i> including those signing purchase orders, collecting equipment, transporting equipment, accepting consignments, accepting or facilitating installations, Scope of Works, Services or Service Agreements;
Corporations Act	means the <i>Corporations Act 2001 (Cth)</i> as amended from time to time;
GST	means the goods and services tax imposed under the A New Tax System (Goods & Services Tax) Act 1999 and, unless otherwise defined in this Agreement, terms defined in that Act have the same meaning in this Agreement;
deposit	means the deposit specified in Quotation, Proposal, This Contract, Tax Invoice or Sales Agreement;
services	means the design; and/or preparation; and/or delivery; and/or setup; and/or operation; and/or installation; of <i>equipment</i> (note this list is not exhaustive)
personnel	means <i>LifeLike</i> staff as specified on the Quotation, Proposal or Sales Agreement;
terms	means the payment terms specified in the Terms and Conditions of Sale and/or as agreed to between <i>LifeLike</i> and the <i>Customer</i> ;
customer order and purchase order	means the <i>Customer's</i> request for <i>Equipment</i> and/or <i>Services</i> provided verbally, in writing and/or via electronic acceptance or instruction;
finance fee	means a fee charged to the <i>Customer</i> for providing credit and trading terms and for the servicing of any outstanding or bad debts;

business day	means any day other than: a. Saturday, Sunday or public holiday; or b. 27 th , 28 th , 29 th , 30 th or 31 st December;
business hours	means the hours of 8:30am to 6:00pm AEST on any <i>business day</i> ;
after hours	means the hours outside of <i>business hours</i> ;
Scope of Works	means the agreement on the work <i>LifeLike</i> is going to perform on the project (" works ") including, but not limited to: a. project deliverables; b. project exclusions; c. the specific installation locations of owner furnished equipment and new equipment; d. cabling and other requirements;
delivery	means the date when: a. the Equipment has been supplied at the delivery place; and b. has been inspected by the Project Manager and found to be consistent with the requirements of the <i>Contract</i> ;
sub-contractor	means an individual, partnership or company contractually engaged by <i>LifeLike</i> to perform part or all of <i>LifeLike's Contract</i> ;
warranty	means a written guarantee, issued to the <i>Customer</i> of an article by its manufacturer, promising to repair or replace it if necessary within a specified period of time as outlined in clause Error! Reference source not found. ;
non-executable condition	means any conditions, warranties and guarantees provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in the <i>Competition and Consumer Act 2010 (Cth)</i> and the provisions of any State or Territory legislation which cannot be lawfully excluded.

2. The Contract: Your contract for the supply and warranty of *equipment*, is with *LifeLike*. Even *equipment* forms part of another type of contract between the *Customer* and *LifeLike*, these terms and conditions apply and will prevail over such *contract* unless otherwise agreed between the *Customer* and *LifeLike* in writing. *These Terms & Conditions are not Exhaustive and refer to additional terms and conditions located on LifeLike's website also cover and can be invoked by anyone LifeLike at <https://www.lifelikegroup.com.au/terms-conditions>.*

3. Your acceptance of our Terms and Conditions
By entering into an agreement or contract; by providing a purchase order; or accepting delivery, the *Customer* accepts these terms and conditions on behalf of the *Customer*.

4. Warranty: It is important to understand the type of equipment you are purchasing as the terms of warranty vary depending upon the type of *equipment* and their status as outlined below.

For the vast majority of *equipment*, *LifeLike* offers a "Supplier Warranty" and Nothing under this clause affects the *Customer's* rights under the Australian Consumer Law where applicable.

THE WARRANTIES CONTAINED IN THIS CLAUSE ARE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN NON INFRINGEMENT AS HEREINAFTER PROVIDED) EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

For the purposes of all warranty claims the following procedures and terms apply:

4.1 The benefit of the Warranty extends only to the original *Customer* and not to any subsequent owner or user of the *Equipment* or other party benefiting from the *Services*;

4.2 *LifeLike* will, at our option, repair or replace, any parts which are determined to be defective within the relevant *equipment* Warranty Period (excluding expendables) at no cost to the *Customer* or refund the purchase price paid by the *Customer* provided the *Equipment* and/or Service:

LifeLike Group Pty Ltd Terms & Conditions of Warranty and Repair Continued

- a. have not been damaged, subject to misuse, neglect, negligence or accidental or deliberate damage; and
- b. have not been operated in any manner contrary to the operating instructions; and
- c. have not been installed, operated or used in any environment contrary to the terms of warranty and/or relevant consumer and/or commercial environment; and
- d. have not been altered or repaired or improperly maintained or modified by the *Customer* or others in a manner which *LifeLike* reasonably determines to have adversely affected performance or reliability; and
- e. have not been installed, repaired or maintained by any person other than a qualified tradesperson or technician; and
- f. have not been improperly handled, installed, repaired or maintained; and
- g. have not been used after any defect becomes reasonably apparent; and
- h. in respect of which any serial numbers of *LifeLike*, the Supplier or the Manufacturer is altered or removed;

4.3 Claiming Under Warranty:

In order to claim under the Supplier Warranty, the *Customer* must:

- a. complete the Service and Warranty form available at: <https://forms.office.com/r/hZqHHg99Y7>; or
- b. contact *LifeLike* by calling 02 8880 6766, writing to us at PO BOX 421, RYDE NSW 1680, or emailing info@LifeLike.com.au to request a Warranty Claim;
- c. return to the place of purchase and/or to the address, provided on the Warranty Return Authorisation, issued by *LifeLike* upon acceptance of the warranty claim;
- d. provide *LifeLike* with all information requested in respect of the claim;
- e. provide *LifeLike* with a Tax Invoice proving the goods were:
 - sold to the original *Customer* by *LifeLike*;
 - showing the purchase date;
 - showing a valid Tax Invoice number;

4.4 The *Customer* acknowledge and agree that:

- a. *LifeLike* will not be required to accept the *Customer* claim under Warranty unless the claim is made in strict accordance with these terms;
- b. the *Customer* is responsible for the return of the *equipment* to *LifeLike* and for the redelivery of the *equipment* by *LifeLike* and any other expenses of the *Customer* in claiming under the Warranty;
- c. the *Customer* is responsible for backing up all relevant data and systems of any *equipment* subject to a Warranty prior to returning the *equipment* to *LifeLike*;
- d. whilst *LifeLike* will take all reasonable steps to prevent any loss of data, corruption or system failure in respect of *equipment* returned, the *Customer* will not hold us liable for any loss or damage arising during the repair process.

4.5 The *Customer* acknowledge that *LifeLike* is not responsible for:

- a. any loss or damage caused to the *equipment* during transit;
- b. any delay in determining the *Customer* claim under the Supplier Warranty or providing the *Customer* with any remedy under such claim; or
- c. any loss of data, corruption or system failure in respect of data or systems installed on the *equipment*.

4.6 *LifeLike*'s liability hereunder is limited to the repair or replacement of the defective part and does not include any labour related to the subsequent installation thereof. Parts repaired or replaced by *LifeLike* will be shipped to *Customer* F.O.B. destination. The above warranties extend solely to the original *Customer* and all warranty claims must be generated by the original *Customer*. Repair or replacement of component parts shall not extend nor decrease the *Equipment* warranty.

4.7 Any items deemed not to be covered under warranty by *LifeLike* or the approved repairer, will be contacted immediately. Any service charges billed to *LifeLike* by the approved repairer will be passed on to directly to The *Customer*, with the addition of a processing and handling fee.

4.8 For full terms and conditions of commercial warranties, please request details prior to purchasing.

4.9 Commercial *Equipment*

Some commercial *equipment* is supplied with a 'Commercial Warranty' which may be different to that of a 'Consumer Warranty.' The terms and conditions of these warranties varies on a per manufacturer basis, and its important to consider that regular 'Consumer Law' may not apply in 'Commercial Sales' and Commercial use Situations.'

4.10 Consumer *Equipment* sold and/or utilised in a Commercial Environment

Some *equipment* offered as part of this contract may be provided with a 'Consumer Warranty' which may be void or varied by its terms and

conditions when installed and/or utilised in a 'Commercial Environment.' Such use may be determined as 'inappropriate' under the *equipment*'s design, recommended or intended use.

4.11 Consumer *Equipment* in a 'Consumer' Environment

Where *equipment* is deemed 'Consumer Equipment' and is sold to a consumer and it is utilised in a consumer environment, where *LifeLike* are not the actual or deemed manufacturer of the *Equipment* under the Australian Consumer Law, then the warranty of the actual manufacturer of the *Equipment* is the only warranty given to the *Customer* in respect of the *equipment* sold. *LifeLike* offers a "Supplier Warranty" Nothing under this clause affects the *Customer*'s rights under the Australian Consumer Law. The benefits to the *Customer* under the Supplier Warranty are in addition to the rights and remedies under any Consumer Guarantees under the Australian Consumer Law.

The Australian Consumer Law requires the inclusion of the following statement with the Supplier Warranty in any Consumer Contract:

Our *equipment* come with guarantees that cannot be excluded under the Australian Consumer Law. The *Customer* are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The *Customer* are also entitled to have the *equipment* repaired or replaced if the *equipment* fail to be of acceptable quality and the failure does not amount to a major failure.

LifeLike warrants that:

- a. the *Equipment* supplied under normal use will be free of manufacturing defects in materials and workmanship for the period of manufacturer's warranty
- b. provided for each product described from the date of shipment to the *Customer*;
- c. the *Equipment* will perform to our specifications; the Services will be supplied with due care and skill and will comply with our specifications or service standards for the services.

4.12 Second Hand *Equipment*

All sales of second-hand *equipment* as reference on the Quote, Proposal and/or Invoice will be sold in "as is" condition. The supplier and/or Manufacturer's Warranty (where applicable) that apply to the sale of *equipment* under these Terms and Conditions does not apply. The warranty we supply in relation to second hand *equipment* sold by us is the warranty to repair those *equipment*, which exists for a period of ninety (90) days from the date of purchase.

5. Repairs

With the exception of the warranty period (repairs are warranted for 30 days), new *Equipment* terms and conditions apply.

The *Customer* acknowledge and agree that:

- 5.1 they are responsible for the return of the *equipment* to *LifeLike* and for the redelivery of the *equipment* by us and any other expenses under repair;
- 5.2 they are responsible for backing up all relevant data and systems of any *equipment* prior to returning the *equipment* to *LifeLike* for repair.
- 5.3 whilst *LifeLike* will take all reasonable steps to prevent any loss of data, corruption or system failure in respect of *equipment* returned, the *Customer* will not hold us liable for any loss or damage arising during the repair process.

The *Customer*, acknowledge and agree that *LifeLike* is not responsible for:

- 5.4 any loss or damage caused to the *equipment* during transit;
- 5.5 any delay providing the *Customer* with any repair; or
- 5.6 any loss of data, corruption or system failure in respect of data or systems installed on the *equipment*.

The *Customer* shall:

- 5.7 not return any *equipment* to *LifeLike* without having submitted a request for Service or Warranty form.
- 5.8 complete the form available at:

<https://forms.office.com/r/hZqHHg99Y7>

Where authorised, *LifeLike* will issue a Return Service Authorisation form, which the *Customer* must include with their Return Service Authorisation for and include the Return Authorisation Number clearly on the outside of the parcel.

6 Authorised Returns

The *Customer* shall not return any *LifeLike* Product for credit, exchange, warranty or otherwise without the prior issuance by *LifeLike* on a *LifeLike* Return Authorisation Form, or Warranty Return Authorisation Form.

7 Hires, Rentals & Loans

In addition to the terms and conditions of Warranty and Repairs, any and all *equipment* and transactions relating to any and all *equipment* hires, leases or loans of *equipment* (here in known as 'Hire') from *LifeLike*, shall be subject to and bound by *LifeLike*'s 'Terms and Conditions of Hire.'

7.1 These Terms & Conditions shall be deemed accepted by the *Customer* upon any one or multiple of the following occurrences:

- a. signing *LifeLike*'s Hire Agreement; and/or

LifeLike Group Pty Ltd Terms & Conditions of Warranty and Repair Continued

- b. verbally accepting *LifeLike's* Hire Agreement; and/or
 - c. acknowledging *LifeLike's* Hire Agreement via email; and/or
 - d. placing a purchase order for a sale or hire; and/or
 - e. by act of receiving or accepting the *Equipment* or *Services*; and/or
 - f. by the act of engaging in the use of these *Equipment* or *Services*
- A full copy of these Terms and Conditions, are available on *LifeLike's* Hire Agreement and at: <https://www.lifelikegroup.com.au/terms-conditions> or by contacting *LifeLike* directly to obtain a copy.

6. Indemnity: The *Customer* agrees to indemnify *LifeLike* and hold *LifeLike* harmless from any loss, liabilities and damages *LifeLike* may suffer or any costs, damages or expenses, including legal costs, *LifeLike* incur either to you or to anyone else arising out of you being in breach of any of your obligations, warranties, representations and guarantees set out in these terms and conditions, even if *LifeLike* inadvertently accept a shipment that contravenes any of your obligations.

7. Limitation of Liability: In no event shall *LifeLike* be liable to the *Customer* for incidental or consequential damages (including loss of profits) of any nature arising out of or related to the supply, design, manufacture, installation or service or the performance or use of any *Equipment*. In the event that *LifeLike* are liable for a breach of warranty or condition implied by law and not capable of exclusion by agreement, *LifeLike's* liability shall be limited to the total price received from the *Customer* for the relevant portion of the contract; where *Equipment* are affected, only that proportion of the specifically identified and directly related *Equipment*; or where services are affected, only that proportion of the specifically identified and directly related services; or the minimum level possible under that law, whichever is the lesser amount. Subject to any other condition in these terms and conditions which limits liability, our maximum liability for all purposes in connection with the value-added services is limited to the total amount of payments received by *LifeLike* from you in relation to the consignment before a claim arises (less any amounts paid by *LifeLike* under this condition in respect of all or part of that period). To the extent permitted by law, *LifeLike* exclude all conditions, warranties and guarantees provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in the *Competition and Consumer Act 2010 (Cth)* and the provisions of any State or Territory legislation.

8. Sub-Contracting: You agree that *LifeLike* may subcontract the whole or any part of the warranty and repair works on any terms and conditions *LifeLike* determines. Note: There shall be no additional charge to the customer for sub-contracting.

9. Delivery:

9.1. *LifeLike* will make all reasonable efforts to have the *equipment* repaired and returned to the *Customer* on the date agreed between the parties, but *LifeLike* shall not be liable for any failure to deliver or delay in delivery for any reason; the *Customer* undertakes to carefully inspect the *equipment* upon delivery and to notify *LifeLike* if there is any visible damage or shortage. No claim against *LifeLike* shall be recognised for visible damage or shortage if *equipment* is accepted by the *Customer* without identifying the visible damage or shortage on the consignment note (CON Note) prior to signing for the items. In addition, *LifeLike* must be notified of this claim within 7 days of receipt of *equipment*;

9.2. where the *Customer* arranges its own carrier, they shall be responsible for all freight, insurance and other costs associated with the carriage;

9.3. where *LifeLike* arranges carriage, all freight, insurance and other costs shall be to the account of the *Customer*; unless specified on the quote or Tax Invoice, or paid for by the *Customer*, no warranty or insurances are provided;

9.4. where *LifeLike* acts as a carrier of equipment, for and/or on behalf of the *Customer* and/or offers other value-added services including, but not limited to the transportation, storage, installation of such *equipment*, the *Customer* agrees to and accepts *LifeLike's* Terms and Conditions of Carriage for 'Equipment In Transit' available at <https://www.lifelikegroup.com.au/terms-conditions>

10. Risk: Unless otherwise agreed in writing, all risk in and to the *equipment* under warranty or repair shall pass to the *Customer* upon the *equipment* being collected from *LifeLike's* premises or its Suppliers premises, including when *LifeLike* is transporting the *equipment* on behalf of the *Customer*.

11. Prices: All prices quoted or otherwise provided are in Australian dollars and are exclusive of GST unless otherwise specified and shall be subject to revision based on exchange rate fluctuations after the date of this agreement, product availability, Errors and Omissions.

12. Payment: The *Customer*: a. shall be liable for the total cost of any non-warranty service and/or repair irrespective of any agreements made

between them and any other parties regarding contributions; b. shall not withhold any monies owing to *LifeLike* for any reason; c. subject to clause 13, pay for all *equipment* and services before delivery; d. agree to pay the any credit card commission and associated merchant and processing fees in addition to the total quoted or invoiced value;

Where *LifeLike* and the *Customer* agree on and maintain a credit arrangement, the customer agrees to pay in accordance with the terms of the credit agreement and/or as specified on the quote, Tax Invoice and/or proposal document.

Where the *Customer* fails to meet their obligations to pay any Tax Invoice, Progress Payment or Claims within the Payment Terms, the *Customer* shall be agrees to pay *LifeLike*: a. interest on overdue invoices at a rate 15; and b. a monthly account maintenance charge of \$50 to any outstanding debt.

13. Payment Terms: Payment Terms for this sale shall be due 100% up front or be due within 7 days of invoice.

14. Default: If the *Customer* becomes insolvent, proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors a receiver, manager liquidator or similar person, company, trust, legal entity or otherwise appointed in respect of the *Customer* or any of the *Customer's* assets *LifeLike* can demand immediate payment of any or all amounts owed even if they are not currently due for payment if the *Customer* becomes insolvent; the *Customer* will be responsible for any debt collection costs; *LifeLike* may List the Debt with Credit Reporting Bodies including: Equifax, illion (Dun & Bradstreet) and Experian; *LifeLike* shall retain title of equipment and/or goods as per the terms of this contract.

15. Termination of Contract or Agreement: *LifeLike* may terminate the agreement for warranty and/or repair immediately and cease the Services and/or retain any and all *Equipment* associated with this agreement at any time if the *Customer* is in breach of these terms and conditions and fails to remedy the breach within (14) days of being given written notice by *LifeLike* requiring them to do so, or if the *Customer* take any steps, or of any action is started which, in our reasonable opinion suggests that the *Customer* solvency is in doubt;

16. Preservation of Title: Property of the *Equipment* shall remain the sole and absolute property of *LifeLike* as legal and equitable owner until the purchase price for all *equipment* and/or services and variations in full is received by *LifeLike* from the *Customer*; prior to payment of the purchase price in full, the *Customer* shall: a. hold the *Equipment* as bailee for *LifeLike*; In the event of the *Equipment* whether in the same or a modified form being disposed of prior to the payment of the purchase price in full, any amount received by the *Customer* shall be held in trust by the *Customer* for *LifeLike*; irrevocably authorises *LifeLike* to repossess any equipment supplied by *LifeLike* to the *Customer*, without any notice where provisions of clause 12 or clause 13 apply; c. releases and indemnifies *LifeLike*, its Agents, subsidiaries and representatives from all claims for loss or damage caused by *LifeLike* or its Agents, subsidiaries or representatives in enforcing or attempting to enforce its rights under clause 14.16

Excess materials remain the property of *LifeLike* and will be removed from the site at the completion of work.

17. Hours of Work: Unless otherwise specifically stated, all sitework shall be performed during business hours; at our discretion, *LifeLike* shall work outside of business hours as arranged with the *Customer*. Note: this may attract additional fees.

18. Finance: The *Customer* agrees to pay *LifeLike* all finance fees and expenses as noted in Fees Payable as outlined in clause 16 where: a. *LifeLike* and the *Customer* enter into any finance agreement; and/or b. *LifeLike* incurs any finance costs associated with the project and/or c. the *Customer* requires specific 'retentions', 'performance bonds' and/or 'bank guarantees'; and/or d. the *Customer* defaults in any invoice, in part or in whole; and/or e. the *Customer* fails to pay any invoice in accordance with the Payment Terms in part or in whole;

19. Fees Payable: Include but are not limited to: a. interest on overdue invoices at a rate 3% above the Commonwealth Bank Business Overdraft Indicator Lending Rate; and b. monthly account maintenance charge of \$50 to any outstanding debt; and c. Dishonour fee where any direct debit arrangement has been made; and d. any and all debt collection costs; and e. any and all finance charges associated with any retentions or withholdings by the *Customer*; and f. any and all costs associated with obtaining and maintaining any line of credit or guarantee requested by the *Customer*;

20. Cancellation: Orders and Contracts may be cancelled or rescheduled to ninety (90) days before the scheduled commencement or shipment date. All cancellations or rescheduling shall be subject to the payment of any fees incurred including design, drawings, consultation, contract fees, installation preparation, programming or commissioning where *LifeLike* has incurred any costs; Any cancellation or rescheduling occurring in less

LifeLike Group Pty Ltd Terms & Conditions of Warranty and Repair Continued

than ninety (90) days prior to the scheduled shipment date will be subject to: a. cancellation/rescheduling charge equal to 40% of the quote, proposal or invoice value; b. where a custom manufactured or specialist product has been ordered, all fees associated with design, manufacture and supply of those ordered equipment and any applicable cancellation fees shall apply up to the full value of the design and supply of the equipment; c. additional fees apply to any cancellation where LifeLike has incurred any costs and/or is not reasonably able to reschedule its Agents, subsidiaries or assigns; d. All labour bookings require a minimum of seven (7) days' notice for change or cancellation. Any cancellations within (7) days hours will be charged at 100% of the agreed time and rate. Additional fees will apply for time and distance travelled. e. In the instance of a service call out, once a technician has left our offices, a fee no less than the minimum service call out shall be charged. Additional fees will apply for time and distance travelled; f. all equipment or labour expenses incurred pertaining to any cancelled bookings shall be charged to the Customer at cost +11%.

21. Service and Maintenance Agreements: Where a service of equipment, service agreement and/or maintenance agreement have included as part of this quote, proposal or Tax Invoice, the Customer agrees to: a. the minimum terms of notice for the postponement and cancellation of services as outlined in clause 23; and b. LifeLike's full terms and conditions of 'Value Added Services' which is available at: <https://www.lifelikegroup.com.au/terms-conditions>.

Note: failing to provide notice pursuant to section 23.a; the Customer agrees to pay all losses incurred by LifeLike with respect to lost time and wages at the applicable service rate.

22. Claims & Dispute Resolution:

22.1. The Customer warrants to LifeLike that you and your insurers or any other third party having an interest in the supply, installation and operation shall have waived any rights, remedies or relief to which they might become entitled by subrogation or otherwise against LifeLike.

22.2. Subject to any law, regulation or convention which compulsorily applies and which LifeLike are unable to contract out of (irrespective of whether or not LifeLike have attempted to contract out of such law, regulation or convention), your right to claim damages against LifeLike shall be extinguished unless you comply with the claims procedure under this condition 28.

If you believe LifeLike are liable to you, you must: immediately contact LIFE LIKE; and send written notice of your claim (Claim Notice) to LifeLike within 14 days of the date that the cause of action giving rise to the claim arose (Notice Period).

22.3. You will remain liable to pay all amounts LifeLike charge you in respect of the carriage of the shipment and value added services, notwithstanding any Claim Notice.

22.4. If LifeLike do not receive a Claim Notice from you within the Notice Period, LIFE LIKE will have no liability to you in respect of such claim.

22.5. Even if you serve a Claim Notice on LifeLike within the Notice Period, LifeLike will have no liability to you in respect of such claim unless you commence legal proceedings against LifeLike within 3 months of delivery of the shipment or where the shipment is undelivered, the date for delivery of the shipment requested by you in the applicable consignment note.

Any Claims or Disputes will be conducted in accordance with LifeLike's 'Terms & Conditions of Claims & Disputes' document available at: <https://www.lifelikegroup.com.au/terms-conditions>

23. Confidentiality & Intellectual Property: The Title to all documents, data, written information, ideas and proprietary information furnished to the Customer by LifeLike prior to, during and after the performance of this Quotation, Sale, Project, Contract and any Agreement shall remain exclusively with LifeLike and are covered under Australian Copyright Law and Australian Intellectual Property Law. The provisions of clause 25. shall survive the completion of performance of Design and/or Services under this Agreement and shall remain in full force and effect until said documents, data, and written information become part of the public domain; provided, however that the Customer shall be entitled to destroy documents, data, and written information received from LifeLike, or to return such documents, data, or written information to the other Party, at any time.

24. Severability: If any of the terms and conditions hereof shall to any extent be invalid or unenforceable, the remainder of these the Terms and Conditions, or the application of such the terms and provisions to persons or circumstances other than those as to which it is held unenforceable shall not be affected thereby.

25. Applicable Law: Save as provided by any compulsory application of a convention, disputes arising from or related to this Contract and these terms and conditions, shall be subject to and governed by the laws of Terms & Conditions of Warranty & Repair PD095v1

New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.

26. Privacy: LifeLike will collect, use and disclose the Customer personal information in accordance with the terms of our Privacy Policy, which is available on LifeLike's web page at <https://www.lifelikegroup.com.au/terms-conditions> or from LifeLike upon request. LifeLike reserves the right to amend the Privacy policy from time to time without notice.

27. Entire Agreement: These terms and conditions, all other terms and conditions and all policies referred to in these terms and conditions and such other policies notified to the Customer from time to time constitutes the entire agreement of the parties about its subject matter and any other agreements, understandings and negotiations on that subject matter (whether oral or in writing) will, unless specifically agreed to by LifeLike's Director, in writing, have no effect. LifeLike reserves the right to amend its terms and conditions from time to time, however, such amendments do not apply to the Customer to the extent of this agreement, except to the extent that the Customer approves such amendments in writing.

For Further Information:

Write to: LifeLike Group Pty Ltd
PO BOX 421, RYDE NSW 1680
Phone: 02 8880 6766
Email: info@lifelike.com.au

Document Details:

Document Name: Terms & Conditions of Warranty & Repair
Document Number: PD095
Document Revision: v1
Version Publish Date: 27/11/2024
Estimated Reading Time: 34 minutes