

Terms & Conditions of Sale

Terms and Conditions under which LIFELIKE GROUP PTY LTD ABN: 72 630 496 874, it's subsidiaries and assigns (herein called LifeLike) sells Equipment and provides Services to, for and on behalf of Customers (herein called 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, you, your means *LIFELIKE GROUP PTY LTD ABN: 72 630 496, it's subsidiaries and assigns herein called "LifeLike"*; 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 *Customer* 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 *Corporations Act 2001 (Cth)* 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 equipment (note this list is not exhaustive)

personnel means *LifeLike* staff as specified on the Quotation, Proposal or Sales Agreement;

project manager means *LifeLike's* nominated employee or agent of *LifeLike* appointed to manage and administer the project on behalf of *LifeLike*;

terms means the payment terms specified in the Terms and Conditions of Sale and/or as agreed to between *LifeLike* and the *Customer*;

customer order and purchase order means the *Customer's* request for *Equipment* and/or *Services* provided verbally, in writing and/or via electronic acceptance or instruction;

finance fee means a fee charged to the *Customer* 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. 27th, 28th, 29th, 30th or 31st December;

business hours means the hours of 8:30am to 6:00pm AEST on any *business day*;

after hours

Scope of Works

means the hours outside of *business hours*;

means the agreement on the work *LifeLike* 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 *Contract*;

sub-contractor

means an individual, partnership or company contractually engaged by *LifeLike* to perform part or all of *LifeLike's Contract*;

warranty

means a written guarantee, issued to the *Customer* of an article by its manufacturer, promising to repair or replace it if necessary within a specified period of time as outlined in clause 24;

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 *Competition and Consumer Act 2010 (Cth)* and the provisions of any State or Territory legislation which cannot be lawfully excluded.

Consequential loss

means any indirect or consequential loss including (without limitation) loss of profits, revenue, data, business, opportunity, reputation, goodwill, anticipated savings or economic loss.

2. Contract Formation & Priority:

These Terms govern every quotation, proposal, order, supply of Equipment and provision of Services by *LifeLike*. Unless *LifeLike* expressly agrees otherwise in a written document signed by a Director or authorised officer, all Works shall be performed under *LifeLike's* then-current Contract for Works and these Terms and Conditions. Any Customer purchase order, head contract, portal term, specification or other document is accepted only as an administrative instruction and does not vary, replace or prevail over *LifeLike's* Contract for Works or these Terms. If there is an inconsistency, the order of precedence is: (a) a written special condition expressly accepted and signed by *LifeLike*; (b) *LifeLike's* Contract for Works; (c) *LifeLike's* quotation or proposal, including its assumptions, exclusions and clarifications; (d) these Terms; and (e) the Customer's purchase order solely for scope, quantity, delivery location and price to the extent consistent with the preceding documents.

These Terms & Conditions are not Exhaustive and refer to additional terms and conditions located on LifeLike's website at <https://www.lifelikegroup.com.au/terms-conditions>.

3. Acceptance:

The Customer accepts the Contract by signing it physically or electronically, expressly accepting a quotation, proposal or other offer, issuing a purchase order, paying any amount, accepting delivery, instructing *LifeLike* to proceed, or granting *LifeLike* access to the site. Acceptance is effective only on *LifeLike's* Contract documents and does not constitute acceptance by *LifeLike* of any inconsistent Customer terms.

4. Indemnity:

The *Customer* agrees to fully indemnify *LifeLike* and hold *LifeLike* harmless from any loss, liabilities, claims, costs 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 misuse of equipment; reliance on Customer-supplied information; acts or omissions of the Customer or its Agents; and you being in breach of any of *your* obligations, warranties, representations and

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guarantees set out in these terms and conditions, even if *LifeLike* inadvertently accept a shipment that contravenes any of *your* obligations.

5. Limitation of Liability:

Nothing in the Contract excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law. Subject to that qualification and to the maximum extent permitted by law: (a) *LifeLike* excludes liability for Consequential Loss; (b) *LifeLike*'s aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), statute or otherwise, is limited to the amount paid or payable to *LifeLike* for the specific Equipment or Services giving rise to the claim; and (c) where the Australian Consumer Law permits limitation of liability for a failure to comply with a consumer guarantee, *LifeLike*'s liability is limited, at *LifeLike*'s option, to replacement or repair of the goods, payment of the cost of replacement or repair, re-supply of the services, or payment of the cost of re-supply. This clause does not limit liability to the extent it cannot lawfully be limited.

6. Inclusions & Scope:

LifeLike reasonably asserts that it includes all equipment and services as specifically included on the quote or proposal document. Items not expressly stated as included are excluded. All assumptions, exclusions and clarifications form part of the Contract.

7. Exclusions & Variations:

7.1 The following items are excluded from the contract unless otherwise specifically stated as 'included' in the quote and/or proposal document:

- a. Electrical Works;
- b. Penetrations;
- c. X-Rays and/or other penetrating slab or penetration scans;
- d. provision of formed and trimmed access panels and/or *Equipment* housings in walls, ceilings and furniture (if required);
- e. System racks and hardware;
- f. site inductions for any period greater than 15 minutes;
- g. special site training, access applications and onsite permits;
- h. Wall or floor chasing;
- i. Custom design and specialist services;
- j. Disposal of waste;
- k. Remediation works;
- l. Asbestos and/or Asbestos removal;
- m. Programming;
- n. Travel;
- o. Accommodation;
- p. Parking;
- q. Any other products and/or services not specifically listed on the proposal or quotation.

Where these items have not been specifically quoted or included in *LifeLike*'s proposal, your sales or project manager will be happy to assist you with providing a variation to cover any additional items above.

7.2 *LifeLike* will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity, loss of deterioration, loss of business, or goodwill, loss of value or use of intellectual property or other proprietary rights even if *LifeLike* had knowledge that such damages or loss might arise or for any other indirect, incidental, special or consequential damages or loss howsoever arising including without limitation our breach of contract, negligence, wilful act or omission or default.

7.3 *LifeLike* are not liable if *LifeLike* do not fulfil any obligations towards you at all as a result of circumstances beyond our control such as (but not limited to):

- a. acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
- b. force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
- c. national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
- d. latent defects or inherent vice in the contents of the shipment;
- e. criminal acts of third parties such as theft and arson.

7.4 If at any time *LifeLike* incurs additional unexpected or unplanned cost increases that are beyond our control prior to the acceptance and/or completion of any delivery of *Equipment* or provision of *value-added service*, we reserve the right to pass on those additional costs to the *Customer*. This includes but is not limited to increased:

- a. fuel costs;
- b. delivery costs;
- c. material costs;
- d. travel costs.

8. Sub-Contracting:

You agree that *LifeLike* may subcontract the whole or any part of the contract of *works* or of value-added services on any terms and conditions *LifeLike* determines.

LifeLike shall remain entitled to payment regardless of subcontractor performance.

9. Delivery & Inspection:

9.1 *LifeLike* will make all reasonable efforts to have the *equipment* delivered 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* purchased 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*:

12.1 shall be liable for the total cost of the *contract* irrespective of any agreements made between them and any other parties regarding contributions;

12.2 must pay each undisputed amount when due and may not set off, deduct or withhold payment except to the extent required by law or expressly agreed by *LifeLike* in writing. A genuine dispute concerning part of an invoice does not relieve the *Customer* from paying the undisputed balance;

12.3 acknowledges that, where the Building and Construction Industry Security of Payment Act 1999 (NSW) applies, nothing in the Contract excludes or restricts any statutory entitlement, payment-claim, adjudication, recovery or suspension right. *LifeLike* may issue payment claims and exercise all rights available under that Act in addition to its contractual rights;

12.4 subject to clause 13, must pay for all Equipment and Services before delivery and pay all properly claimed variations. If any amount is overdue, *LifeLike* may, after giving any notice required by law, suspend procurement, delivery, Works, Services and support until all overdue amounts and reasonable remobilisation costs are paid. Any resulting delay entitles *LifeLike* to a reasonable extension of time and its demonstrable additional costs.

LifeLike will not accept credit cards for payment transactions greater than \$1,500.00 inclusive of GST where any discount has been applied to the invoice.

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* agrees to pay *LifeLike*:

12.5 interest on overdue invoices at a rate of 16% or 3% above the CBA Overdraft rate (whichever is higher);

12.6 a monthly account maintenance charge of \$50 to any outstanding debt; and

12.7 full recovery costs.

13. Payment Terms:

Payment Terms for this sale shall be due 100% up front or where offered by formal agreement only, due within 7 days of invoice.

14. Retentions, Bonds and Guarantees:

No Retentions, bonds or Guarantees apply to LifeLike under any circumstances.

15. Default & Insolvency:

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 have not been invoiced or are not currently due for payment; 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 Ecperian; *LifeLike* shall retain title of equipment in accordance with section 17 of these terms and conditions.

16. Termination:

LifeLike may terminate the *Contract* immediately and cease the *Services* and/or remove any and all *Equipment* associated with this *contract* from the location 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.

17. Preservation of Title:

Title to Equipment remains with LifeLike until LifeLike receives cleared payment in full of all amounts owing under the Contract. Until then, the Customer holds the Equipment as bailee for LifeLike, must keep it identifiable, protected and insured, and must not sell, dispose of, encumber or part with possession of it except with LifeLike's prior written consent. The Customer acknowledges that the Contract creates a security interest for the purposes of the Personal Property Securities Act 2009 (Cth), including a purchase money security interest where applicable, and must promptly provide all information and assistance reasonably required for LifeLike to register, maintain and enforce that interest. To the extent permitted by law, the Customer waives notices that may lawfully be waived under that Act. Any right of entry, removal or repossession may be exercised only lawfully, at a reasonable time and without breach of the peace. The Customer must not cause Equipment to become a fixture before title passes without LifeLike's prior written consent. These rights are additional to, and do not limit, any other right of LifeLike. Excess materials remain the property of *LifeLike* and will be removed from the site at the completion of *work*.

18. Customer Obligations:

Where installation Works are included, the Customer must provide timely, safe and unobstructed access to the site; disclose all known hazards, asbestos, concealed services, site rules, inductions and access restrictions; provide accurate and current drawings and information; coordinate other trades; obtain owner, landlord and authority approvals unless expressly included in LifeLike's scope; and ensure facilities under the Customer's management or control comply with applicable work health and safety laws. LifeLike may stop or refuse unsafe or unlawful work without liability, and resulting delay, stand-down, remobilisation and additional compliance costs are a Variation. Nothing in this clause transfers or excludes a duty imposed on LifeLike by the Work Health and Safety Act 2011 (NSW) or other applicable law. Additional installation terms are available at: <https://www.lifelikegroup.com.au/terms-conditions>

19. 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.

20. Applications:

Any authorities, development applications, certifications and the like shall be undertaken by the *Customer*.

21. Finance:

The *Customer* agrees to pay *LifeLike* all finance fees and expenses as noted in Fees Payable as outlined in clause 22 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.

22. Fees Payable:

Include but are not limited to:

- 22.1 interest on overdue invoices at a rate 16% or 3% above the Commonwealth Bank Business Overdraft Indicator Lending Rate (which ever is greater);
- 22.2 monthly account maintenance charge of \$50 to any outstanding debt; and
- 22.3 dishonour fee where any direct debit arrangement has been made;
- 22.4 any and all debt collection costs;
- 22.5 any and all finance charges associated with any retentions or withholdings by the *Customer*; and
- 22.6 any and all costs associated with obtaining and maintaining any line of credit or guarantee requested by the *Customer*;

23. 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 than ninety (90) days prior to the scheduled shipment date will be subject to cancellation/rescheduling charge equal to 40% of the quote, proposal or invoice value.

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*.

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. 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.

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.

All equipment or labour expenses incurred pertaining to any cancelled bookings shall be charged to the *Customer* at cost +11%.

24. 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.

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

24.1. *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.'

24.2. *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.

24.3. *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.

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Fir full details of LifeLike's Warranty Terms & Conditions, please refer to the document located on *LifeLike's* webpage as noted at the bottom of this document.

25. 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 and shall be subject to the following terms:

- a. a returned item fee of 30% of the invoice total shall apply to all items that are returned to *LifeLike* in their original and unopened packaging;
- b. such equipment are subject to inspection before acceptance as "returned equipment";
- c. Special Order and Custom Manufactured Items are not accepted for return. In order to return goods, the *Customer* must: a. complete the Customer Return Request Form available at: <https://forms.office.com/r/Xi54TRXmVg>; and/or contact *LifeLike* by writing to us at PO BOX 421, RYDE NSW 1680, or emailing info@lifelike.com.au to request a return; b. upon acceptance of return, return to the place of purchase and/or to the address, provided on the Return Authorisation, issued by *LifeLike*; c. provide *LifeLike* with all information requested in respect of the claim; d. provide *LifeLike* with a Tax Invoice proving the goods were sold to the original Customer by *LifeLike* showing the purchase date and a valid Tax Invoice number.

26. Hires, Rentals & Loans:

In addition to these terms and conditions, any and all equipment and transactions relating to equipment hires, leases or loans of equipment (here in known as 'Hire') from *LifeLike*, shall be subject to *LifeLike's* 'Terms and Conditions of Hire.' A full copy of these Terms and Conditions, are available on *LifeLike's* Hire Agreement and at: <https://www.lifelikegroup.com.au/terms-conditions>.

27. 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.

28. Programming & Software Licensing:

Where *LifeLike* Group Pty Ltd ("LifeLike") supplies any software, software modules (customised or otherwise), system logic, interfaces, configurations, designs, or performs any programming or software-related services as part of a sale, project, service, support, or maintenance agreement, the Customer acknowledges and agrees that such software and programming is licensed, not sold, and is supplied strictly subject to *LifeLike's* Programming & Software Licensing Agreement, as amended from time to time.

The Customer further agrees that:

- 28.1. All Intellectual Property Rights remain the exclusive property of *LifeLike* unless expressly agreed otherwise in writing by *LifeLike's* Directors; and
- 28.2. Any use, access, or reliance on such software is conditional upon compliance with the terms of the Programming & Software Licensing Agreement, which is available at: <https://www.lifelikegroup.com.au/terms-conditions>.

29. Claims & Dispute Resolution:

29.1. 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*.

29.2. 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 29.

If you believe *LifeLike* are liable to you, you must: immediately contact *LIFELIKE*; 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).

29.3. 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.

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

29.5. 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>

30. Confidentiality & Intellectual Property:

The Title to all documents, data, written information, ideas, proprietary information, files, programs, software and modules 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 30. 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.

31. 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.

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

33. Privacy:

LifeLike may collect, use, store and disclose personal information for quoting, contracting, delivery, support, credit assessment, debt recovery, legal compliance and related business purposes. Where the Privacy Act 1988 (Cth) applies, *LifeLike* will handle personal information in accordance with that Act, the Australian Privacy Principles and *LifeLike's* Privacy Policy, available at <https://www.lifelikegroup.com.au/terms-conditions> or on request. The Customer warrants that it is authorised to provide personal information to *LifeLike* for those purposes and must notify relevant individuals as required by law.

34. Entire Agreement:

The Contract documents identified in clause 2 constitute the entire agreement concerning their subject matter and supersede prior negotiations and representations, except for rights arising from misleading or deceptive conduct or other rights that cannot lawfully be excluded. No waiver or variation is effective unless recorded in writing and signed or expressly approved by a Director or authorised officer of *LifeLike*. A failure or delay by *LifeLike* to exercise a right is not a waiver of that right.

LifeLike may amend its standard terms for future quotations, orders and contracts. An amendment does not vary an existing Contract unless the parties expressly agree to incorporate it in writing.

For Further Information:

Write to: *LifeLike* Group Pty Ltd
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