



## QUOTATION TERMS

### Site Conditions

Adeva Security complies with the Health and Safety Act 2004

Our costings are based upon the following:

- Provision of 240V AC power outlets for our hand tools and adequate lighting will be available to us free of charge
- An adequate area will be available for storing of materials and assembly of the components
- The installation area shall be relatively clear of other trades and obstructions and assumes unimpeded access
- All normal site services in addition to the above will be available such as toilets, first-aid and washing facilities

### Clarifications

- Customer is required to apply for at their own cost and have approved all relevant permits prior to Adeva Security employees and/or contractors arriving onsite.
- Customer is required to supply general purpose outlets (GPO) at all equipment locations that require 240 volts. All 240 volt power required to run any equipment is to be supplied and maintained by the customer
- Onsite parking is to be provided by the customer. If no parking is available then the cost of suitable parking will be added to the final invoice

### General Terms and Conditions

- Adequate Wi-Fi signal strength and data speeds will be provided by the customer. Additional attendance or equipment provided due to poor signal or data speeds will be billed to the customer as quote labour rate (\$47.50 ex GST per 30 min)
- A final floor plan will be emailed to the customer. Once agreed any variations made to the floor plan will incur an additional fee of \$47.50 per 30mins
- Device training will be provided on the day of installation, any additional training that is required will be billed at \$47.50 per 30mins.

### Warranty Provisions

- Professional services Warranty: Adeva Security warrants that it shall perform professional services using generally recognized commercial practices and standards. Adeva Security will re-perform any professional services not performed in accordance with foregoing warranty provided that Adeva Security receives written notice from The Customer within thirty (30) days after such professional services were performed. To the extent permitted by local law this sub section states Adeva Security's' entire liability for professional services warranty claims.
- Deliverables Warranty and Exclusions: To the extent permitted by law, Adeva Security warrants that the final deliverables provided to the customer will substantially conform to the relevant acceptance test criteria for that deliverable for a period of thirty (30) days following the date of acceptance. If the Customer provides written notice to Adeva Security within thirty (30) days after acceptance of the deliverable of any non-conformance with this warranty, Adeva Security will attempt to correct any non-



## QUOTATION TERMS

conformance confirmed by Adeva Security within a reasonable time. If Adeva Security is unable to comply with the foregoing obligations, Adeva Security will refund a reasonable proportion of the price as stated in the proposal applicable to the relevant deliverable, upon customer's return of the affected deliverable to Adeva Security. To the extent permitted by law, this will be customer's sole and exclusive remedy for a breach of the foregoing warranty.

**Exclusions: Adeva Security will not be responsible for a breach of any Warranty that would not have occurred but for:**

- Changes to a deliverable that were implemented by the Customer or a Third party without Adeva Security's' prior written authorisation
- Changes to hardware or software with which the deliverable operates or interfaces, or on which the deliverable or professional services otherwise rely, made by the customer or a third party without Adeva Security's' prior written authorisation
- Errors or defects with hardware or software with which the deliverable operates or interfaces, or on which the deliverable or professional services otherwise rely
- Improper use or operation of a deliverable or any portion thereof
- Non Adeva Security branded products and services. To the extent permitted by law, Adeva Security provides products, services and software that are not Adeva Security branded "AS IS" without warranties of any kind, although the original manufacturers or third-party suppliers of products may provide their own warranties.
- Backup Systems: Adeva Security specifically provides no warranty concerning the ongoing operation of any backup system, unless Adeva Security or the customer has provided for an appropriately skilled administrator to perform maintenance or monitoring on a daily basis. To the extent permitted by local law, Adeva Security accepts no liability whatsoever for any loss of data caused or contributed to by a Customer's failure to perform professional maintenance of backup systems.

**Exclusions Unless Specified**

- GPO's and any electrical work
- Computer networking and/or works to any network infrastructure. Port forwarding is excluded when 'networking' is listed. Only P2P/Cloud Networking is provided unless otherwise specified
- Elevated works platforms and access equipment such as but not limited to scaffolding, cherry pickers, scissor, lifts, knuckle and boom lifts
- Repairing/making good to existing cabling and/or equipment
- Decommissioning, removing/uninstalling and disposal of existing equipment
- Cabling to, connection and programming of fire indicator panels (FIP)
- Locksmithing including but not limited to cutting in of locks, amending/upgrading door furniture i.e. handles, latches
- Trenching, chasing, coring and/or digging
- Works in lift wells and/or lift shafts



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### Title of Goods

1. Title to any equipment shall remain vested in Adeva Home Solutions Pty. Ltd and shall not pass to the customer until the purchase price for the equipment has been paid in full and received by Adeva Home Solutions Pty. Ltd.

Until title to the equipment passes:

1. Adeva Home Solutions Pty Ltd shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the equipment;
  2. Adeva Home Solutions Pty Ltd and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the equipment or any part are stored, or upon which Adeva Home Solutions Pty Ltd reasonably believes them to be kept;
  3. The customer shall store or mark the equipment in a manner reasonably satisfactory to Adeva Home Solutions Pty Ltd; and
  4. The customer shall insure the equipment to their full replacement value, and arrange for Adeva Home Solutions Pty Ltd to be noted on the policy of insurance as the loss payee.
2. Irrespective of whether title to the equipment remains vested in Adeva Home Solutions Pty Ltd, risk in the equipment shall pass to the customer upon delivery.

### Refund Policy

We are not required to provide a refund or replacement if you change your mind.

But you can choose a refund or exchange if an item has a major problem. This is when the item:

- is unsafe
- is significantly different from the sample or description
- doesn't do what we said it would, or what you asked for and can't be easily fixed.

Alternatively, you can choose to keep the item and we will compensate you for any reduction value. If there is a problem, we will repair the item within a reasonable timeframe. If it is not repaired in a reasonable time you can choose a refund or replacement.