

# Q AUTOMATION PTY LTD

## STANDARD TERMS AND CONDITIONS

Effective from 8 May 2026

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*These Terms and Conditions apply to all goods, services, programming, commissioning, integration, maintenance, technical services, equipment supply and related works supplied by Q Automation Pty Ltd (ABN 40 081 111 202).*

### 1. Definitions and Interpretation

#### 1.1 Definitions

In these Terms and Conditions the following words have the meanings set out below:

**ACL** means the Australian Consumer Law as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Business Day** means a day that is not a Saturday, Sunday or public holiday in New South Wales.

**Commissioning** means the process of programming, configuring, testing and verifying the functional operation of a System in accordance with the agreed scope of works.

**Company** means Q Automation Pty Ltd ABN 40 081 111 202, its officers, employees and agents.

**Customer** means the person, firm, corporation, trust or other entity named in a Quotation or Purchase Order who purchases or agrees to purchase Goods or Services from the Company. Where more than one person constitutes the Customer, liability is joint and several.

**Defects Liability Period** means the period commencing from Practical Completion during which the Company is obliged to remedy defects in its workmanship, being twelve (12) months unless otherwise agreed in writing.

**Goods** means all equipment, devices, hardware, software, components and materials supplied by the Company to the Customer.

**Head Contract** means any contract between the Customer and a third party (including a principal contractor or building owner) under which the Customer has engaged the Company as a subcontractor.

**ITP** means the Inspection and Test Plan issued by the Company for a project, recording commissioning milestones, test results, sign-off criteria and handover documentation requirements.

**Practical Completion** means the date on which the Company has demonstrated to the Customer that the agreed functionality of the System has been achieved, or on which the Customer (or an authorised representative) signs the ITP or takes beneficial use of the System, whichever occurs first.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**PPSR** means the Personal Property Securities Register established under the PPSA.

**Quotation** means any written quotation, proposal, tender or pricing document issued by the Company to the Customer.

**Security Interest** has the meaning given to it in the PPSA.

**Services** means all programming, commissioning, integration, technical services, maintenance, remote support and related works performed by the Company.

**Site** means the address or premises at which Goods are to be delivered or Services are to be performed, as specified in the Quotation or agreed in writing.

**SOPA** means the Building and Construction Industry Security of Payment Act 1999 (NSW) and any equivalent legislation in other states or territories.

**System** means any lighting control, building automation, DALI, KNX, DALI-2 or related system supplied, programmed or commissioned by the Company.

**Terms and Conditions** means these Standard Terms and Conditions as updated from time to time.

**Variation** means any change to the scope, specification, quantities, programming, access conditions, staging, methodology or timing of the Goods or Services from that described in the Quotation.

**WHS Legislation** means the Work Health and Safety Act 2011 (NSW) and all associated regulations, codes of practice and standards, and any equivalent legislation in other states or territories.

## 1.2 Interpretation

In these Terms and Conditions, unless the context requires otherwise:

- references to legislation include amendments, replacements and subordinate instruments;
- the singular includes the plural and vice versa;
- a reference to a person includes a company, corporation, trust and other entity;
- headings are for convenience only and do not affect interpretation;
- a reference to “writing” includes email where acknowledged by the recipient;
- where two or more persons constitute the Customer, liability is joint and several.

## 2. Application of Terms

These Terms and Conditions apply to all Quotations, proposals, invoices, Purchase Orders, deliveries, Services and contracts entered into by the Company.

Any terms and conditions issued by the Customer are expressly excluded unless accepted in writing by a Director of the Company.

Acceptance of a Quotation, issue of a Purchase Order, payment of a deposit, acceptance of delivery, or instruction to proceed constitutes unconditional acceptance of these Terms and Conditions. Electronic acceptance, including approval by email, constitutes valid acceptance.

These Terms and Conditions prevail over any inconsistent terms in any document issued by the Customer, unless otherwise agreed in writing by a Director of the Company.

The Company may update these Terms and Conditions from time to time. The version in force at the date of Quotation or order applies to that transaction.

## 3. Quotations and Scope

Quotations are based solely on information available at the time of pricing, including drawings, specifications, schedules, site conditions and instructions provided by or on behalf of the Customer.

Unless otherwise stated, Quotations are valid for thirty (30) days from the date of issue. The Company reserves the right to withdraw or revise a Quotation at any time prior to acceptance.

The Company reserves the right to revise pricing where supplier pricing, project documentation, quantities, access conditions, freight costs or project timing change after the Quotation is issued.

Any items not expressly included in writing are excluded from the Quotation. Equipment lists, quantities, system architectures or indicative designs provided as part of a Quotation are indicative only and may be adjusted during detailed design, engineering or procurement, provided the overall system intent and functionality is maintained.

The accuracy of drawings, specifications, schedules and project documentation supplied by the Customer or others remains the responsibility of those parties. The Company is entitled to rely on such information without independent verification.

The Company's pricing, programming allowances, design allowances and system functionality are based solely on documentation available at the time of Quotation. Any clarification, interpretation, functionality expectation or requirement not expressly identified in writing may constitute a Variation.

Where the Customer's brief, scope or project documentation changes after Quotation acceptance, the Company is entitled to re-price the works and issue a revised Quotation or Variation.

#### **4. Design Responsibility and Documentation**

Where projects are design-and-construct or performance-based, the Company's design responsibility is limited to the systems expressly identified in the Quotation.

Unless expressly included in writing, the Company is not responsible for:

- electrical design, lighting layouts, load schedules or emergency lighting compliance;
- network infrastructure design, certification or ongoing management;
- third-party system integrations or consultant coordination beyond what is specified;
- computers, servers, cloud platforms, network switches, internet services, BMS infrastructure or customer IT systems.

All drawings, databases, markups and programming structures provided by the Company remain indicative unless expressly issued as approved construction documentation.

#### **5. Variations**

Variations include changes to scope, quantities, specifications, programming, commissioning approach, access conditions, staging or methodology. Additional charges may be raised for:

- additional labour, return visits or standby time caused by others;
- revised programming or after-hours works requested by the Customer;
- staged or extended commissioning caused by project delays;
- defective third-party equipment requiring additional fault-finding or re-commissioning;
- delays caused by incomplete works, unavailable systems or access restrictions not within the Company's control.

All Variations must be agreed in writing before work commences, except where urgent oral or email instructions require immediate action. In such cases, the Company will confirm the Variation in writing as soon as practicable and is entitled to payment for any work carried out in good faith on the Customer's direction.

The Company's rates for Variation works are based on its then-current schedule of rates unless otherwise agreed in writing. Variation claims must be submitted promptly and in any event within ten (10) Business Days of the event giving rise to the Variation.

#### **6. Delivery, Storage and Risk**

Delivery dates are estimates only and are subject to supplier availability and Site readiness. Time is not of the essence for delivery unless expressly agreed in writing.

Risk in Goods passes to the Customer upon delivery to the Site, collection by the Customer, or storage at the Customer's direction, whichever is earlier. From that point the Customer is solely responsible for loss, damage, theft or destruction.

The Company may supply Goods and Services in stages and may issue progress invoices for completed stages, delivered materials, stored materials or partially completed works.

The Company may charge storage, handling, re-delivery or return visit costs where delays occur outside the Company's control, including where the Site is not ready to receive Goods or the Customer cannot accept delivery at the scheduled time.

The Customer must inspect Goods immediately upon delivery and notify the Company in writing within seven (7) days of any shortages, damage or non-conformance. Failure to notify within this period constitutes acceptance of the Goods as delivered and free from defect.

A restocking fee of not less than 10% of the purchase price applies to approved returns. Goods returned must be in their original, unopened packaging and in new condition. Custom-ordered, configured, programmed or non-stock items are non-returnable.

## 7. Title and Personal Property Securities

Legal title to Goods remains with the Company until all monies owing by the Customer to the Company (including under all contracts between them) are paid in full.

Until title passes, the Customer:

- holds the Goods as bailee and fiduciary agent for the Company;
- must store Goods separately and in a manner that clearly identifies them as the Company's property;
- must not create any security interest in the Goods without the Company's prior written consent;
- may sell the Goods in the ordinary course of business, in which case the proceeds are held on trust for the Company to the extent of the amount owing.

The Customer grants the Company a Security Interest in all Goods supplied (and their proceeds) as security for payment of all amounts owing. The Customer acknowledges this constitutes a Purchase Money Security Interest (PMSI) under the PPSA.

The Company may register its Security Interest on the PPSR. The Customer waives its right to receive a verification statement in connection with any such registration and agrees to do all things necessary to assist the Company to perfect its Security Interest, including executing documents and providing information on request.

The Customer must not change its name, ABN or other registration details without first notifying the Company in writing at least seven (7) days before the change takes effect.

The Company may, on reasonable prior notice, enter any premises where Goods are stored to inspect or repossess them while any amount remains unpaid. The Customer grants the Company an irrevocable licence for this purpose.

To the maximum extent permitted by law, the Customer contracts out of and waives its rights under sections 95, 96, 117, 118, 121(4), 123, 125, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA.

## 8. Access, Site Conditions and Coordination

The Customer must provide the Company with safe, uninterrupted access to the Site on the agreed date(s) of attendance. Where the Company cannot access the Site due to the Customer's failure or the acts of third parties, the Company may charge for standby time, aborted visits and remobilisation.

The Customer is responsible for ensuring:

- sufficient power supply, completed electrical infrastructure and network readiness at the Site;
- all prerequisite works by others (including electricians, data cabling contractors and builders) are completed prior to the Company's scheduled attendance;
- all required permits, inductions and site-specific safety requirements are in place before the Company's attendance;
- coordination with builders, electricians, consultants and other trades as necessary.

The Company is not responsible for delays caused by builders, electricians, consultants, manufacturers, network providers or other third parties.

## 9. Programming and Commissioning

Programming and Commissioning are based on the latest approved documentation available at the time of works. Any programming included within the quoted scope is based on the Company providing a method of operation to meet a pre-advised written brief. In the absence of a written brief, the System may be programmed to the Company's reasonable interpretation of the project requirements.

Quoted Commissioning attendance is based on reasonable and continuous access to complete the works efficiently. Additional attendances caused by incomplete works, unavailable systems, access restrictions, delays by others or revised programming requirements may be charged as a Variation.

The Company is not responsible for faults, failures or service attendances arising from:

- faulty luminaires, incompatible drivers or defective third-party devices;
- unstable networks, Customer-supplied equipment or installation defects caused by others;
- operator misuse, unauthorised modifications or failure to follow supplied instructions.

The Customer acknowledges that Systems are dependent on third-party infrastructure, network conditions, compatible hardware and correct installation by others. The Company does not warrant that Systems will operate uninterrupted or error-free where dependent on such third-party components.

Unless otherwise stated, training allowances are limited to initial handover training. Additional training sessions may be charged at the Company's standard rates.

Commissioning is deemed complete once agreed functionality has been demonstrated, the Customer (or authorised representative) signs the ITP, or the Customer takes beneficial use of the System — whichever occurs first. Use of the System following Practical Completion constitutes acceptance of the works. Additional programming requests after handover may be charged at standard rates.

## 10. Inspection and Test Plan

The Company issues an Inspection and Test Plan (ITP) for each project. The ITP records commissioning milestones, test results, sign-off criteria and handover documentation requirements.

The Customer must cooperate with the ITP process, provide access for testing and ensure the relevant personnel are available to witness testing and sign off completed stages.

Customer signature on the ITP (or the Customer's authorised representative) constitutes formal acceptance of the relevant stage of works. Where the Customer fails to sign the ITP within five (5) Business Days of being requested to do so, without providing written reasons, the relevant stage will be deemed accepted.

## 11. Intellectual Property

All software configurations, databases, drawings, templates, programming methodologies and technical documentation created by the Company remain the intellectual property of the Company unless otherwise agreed in writing.

The Customer receives a non-exclusive licence to use the System for its intended purpose at the nominated Site only. The Customer must not copy, modify, distribute, reverse-engineer or provide access to the Company's programming structures, databases or source files without prior written consent.

The Company may withhold source files, remote access credentials and databases until payment is received in full.

The Customer acknowledges that remote access, monitoring or support software may be required for certain Systems. The Company accepts no liability for third-party software, cloud services, network infrastructure or external hosting platforms.

Where the Customer provides specifications, drawings or designs, the Customer warrants it has the right to use that material and indemnifies the Company against any intellectual property claim arising from the Company's use of that material.

## 12. Payment Terms

Unless otherwise agreed in writing:

- deposits are payable prior to procurement and are non-refundable once procurement has commenced;
- progress claims are due within seven (7) days of invoice;
- trade credit accounts are due within thirty (30) days of invoice end of month.

The Company may invoice for delivered materials, stored materials, labour, Services, project stages and Variations at any time. All pricing is exclusive of GST unless expressly stated otherwise. The Customer must pay GST in addition to the Price at the applicable rate.

Interest will be charged on overdue accounts at 1.5% per month, calculated daily from the due date until payment is received in full.

The Customer must reimburse all debt recovery, legal and collection costs (including on a full indemnity basis) incurred by the Company in recovering overdue amounts. Debt collection agency commissions of up to 25% of the overdue amount may be charged.

Payments received by the Company will be applied first against interest, charges and collection costs, then against the oldest outstanding invoices.

The Customer is not entitled to set off, deduct or withhold any amount from a payment without the Company's prior written consent.

The Company is not responsible for project delays arising from suspension of works due to unpaid invoices.

### 12.1 Retentions

The Company accepts payment retentions where agreed in writing prior to contract execution. Retention terms, including the percentage withheld and release schedule, must be confirmed in writing before works commence.

### 12.2 Security of Payment

Nothing in these Terms and Conditions limits the Company's rights to serve a payment claim, obtain an adjudication determination or enforce a payment schedule under SOPA or equivalent legislation. The Company's rights under SOPA are in addition to, and not in substitution for, its rights under these Terms and Conditions.

### 12.3 Credit Accounts

Trade credit accounts are granted at the Company's sole discretion and subject to submission of a completed credit application form. Where the Customer is a proprietary company, director personal guarantees may be required as a condition of credit approval. Approved credit limits may be varied or withdrawn by the Company at any time with 48 hours' written notice, upon which all outstanding amounts become immediately due and payable. The Customer must notify the Company of any change to its corporate structure, directorship or financial position within seven (7) days.

## 13. Suspension and Termination

The Company may suspend works or terminate supply where:

- invoices remain unpaid beyond their due date;
- Site conditions are unsafe or access is denied;
- the Customer becomes insolvent, enters administration, receivership or liquidation, or makes an arrangement with creditors;
- the Customer breaches these Terms and Conditions and fails to remedy that breach within five (5) Business Days of written notice.

Suspension or termination does not affect the Company's right to recover payment for completed works, materials ordered or procured, demobilisation costs and lost margin on outstanding works. Upon termination, all outstanding amounts become immediately due and payable.

## 14. Subcontracting

The Company may subcontract all or any part of the Goods or Services without the Customer's consent. The Company remains responsible to the Customer for all subcontracted works.

Where the Company is engaged as a subcontractor under a Head Contract:

- the Company is not bound by any term of the Head Contract unless expressly agreed in writing by a Director of the Company;
- the Company's Defects Liability Period and warranty run from the date the Company achieves Practical Completion of its works, not from any later head contract practical completion date;
- the Customer must not withhold payment to the Company on the basis that the Customer has not been paid under the Head Contract ("pay when paid" provisions are void to the extent they contravene SOPA);
- the Customer must not impose obligations on the Company (including in relation to liquidated damages, security, insurance or reporting) that have not been expressly agreed in writing.

The Customer indemnifies the Company against any additional costs, losses or obligations imposed on the Company by a Head Contract to which the Company has not expressly agreed in writing.

## 15. Warranty

Unless otherwise stated in writing, the Company provides a twelve (12) month workmanship warranty commencing from Practical Completion or handover. Manufacturer warranties apply separately to supplied Goods and may be longer. The Company will use reasonable endeavours to pass on the benefit of any manufacturer warranty to the Customer.

The warranty excludes defects caused by or arising from:

- misuse, third-party modifications, power surges, lightning strikes, water ingress or environmental conditions outside the Company's control;
- network failures, incorrect installation by others, Customer-supplied equipment, Customer networks or IT systems;
- third-party infrastructure, software modifications by others, or changes made after handover without the Company's written consent;
- consumable items, components with a finite design life, or faults caused by systems outside the Company's scope;
- failure to follow the Company's operating instructions, handover documentation or maintenance requirements.

The warranty does not cover the cost of removal, reinstatement, access equipment or associated builder or trade costs unless otherwise agreed in writing.

All warranty claims must be submitted in writing within thirty (30) days of the defect becoming apparent. The Company must be given a reasonable opportunity of not less than fourteen (14) days to inspect, investigate and rectify alleged defects before third parties are engaged. If the Customer engages a third party without first allowing the Company this opportunity, the warranty is void in respect of that defect and the Customer bears all associated costs.

The warranty is non-transferable and will not pass to any subsequent owner of the property or System without the Company's prior written consent.

## 16. Project Warranty Certificate

Where the Company issues a separate Project Warranty Certificate for a specific project, the terms of that Certificate supplement these Terms and Conditions. In the event of any inconsistency, these Terms and Conditions prevail.

## 17. Limitation of Liability

To the maximum extent permitted by law, the Company excludes all liability for indirect, consequential and economic loss including loss of profit, loss of revenue, loss of opportunity, delay damages, financing costs and liquidated damages imposed on the Customer under any Head Contract.

The Company's total liability to the Customer for all claims arising out of or in connection with these Terms and Conditions or any contract for the supply of Goods or Services is limited to the amount paid to the Company for the specific Goods or Services giving rise to the claim.

Nothing in these Terms and Conditions excludes rights or guarantees that cannot lawfully be excluded under the ACL. Where the Customer is a consumer under the ACL, to the extent permissible, the Company's liability for a failure to comply with a consumer guarantee (other than as to title) is limited to: (a) in the case of Goods — replacement or repair of the Goods, or payment of the cost of replacement or repair; and (b) in the case of Services — re-supply of the Services or payment of the cost of re-supply.

## 18. Indemnity

The Customer indemnifies the Company against all claims, losses, liabilities and costs (including legal costs on a full indemnity basis) arising from or in connection with:

- inaccurate, incomplete or misleading information provided by the Customer;
- unsafe Site conditions or failure to comply with WHS Legislation;
- acts or omissions of third parties engaged by the Customer;
- unauthorised modifications to Goods or Systems after handover;
- misuse of the System or failure to follow the Company’s instructions.

The Customer’s liability to indemnify the Company will be reduced proportionally to the extent that a negligent act or omission of the Company has contributed to the relevant loss.

## 19. Insurance

The Company maintains as a minimum:

- Public and Products Liability insurance;
- Professional Indemnity insurance;
- Workers Compensation insurance as required by law.

Certificates of currency will be provided on reasonable written request.

The Customer must maintain appropriate insurance for the Site, Goods and associated risks following delivery, including cover for theft, accidental damage, fire, flood and vandalism. The Company is not responsible for insuring the Customer’s property, systems or works.

## 20. Work Health and Safety

The Customer must provide a safe workplace compliant with all applicable WHS Legislation.

The Company operates under a Safe Work Method Statement (SWMS) for high-risk construction work and will provide a copy to the Customer or head contractor on request. All Company personnel hold current General Construction Induction (White Card) certification and comply with site-specific induction requirements.

The Company may stop work immediately where unsafe conditions exist, without liability for resulting delays. Additional costs caused by unsafe or non-compliant Site conditions may be charged to the Customer.

The Customer must ensure that all prerequisite works affecting safety (including electrical isolation, platform access and trade coordination) are completed before the Company’s attendance.

## 21. Force Majeure

The Company is not liable for delays or failures caused by events beyond its reasonable control, including supplier shortages, freight delays, weather events, industrial disputes, pandemics, cyber incidents, utility outages, government-imposed restrictions or acts of God.

The Company will notify the Customer as soon as practicable after becoming aware of a force majeure event and will use reasonable endeavours to minimise its impact. If a force majeure event continues for more than thirty (30) days, either party may terminate the affected order by written notice without further liability.

## 22. Returns and Cancellations

Custom-ordered, configured, programmed or non-stock items are non-returnable.

Approved returns may incur restocking, freight and handling charges of not less than 10% of the purchase price. Goods returned must be in their original, unopened packaging and in new condition.

Cancelled orders may incur procurement, administration, labour and supplier cancellation costs, including all costs already incurred by the Company in reliance on the order.

### 23. Defects and Notification

The Customer must notify the Company in writing within a reasonable time after discovery of any alleged defect or non-conformance, and in any event within thirty (30) days of the defect becoming apparent.

The Customer must not engage third parties to rectify alleged defects without first giving the Company a reasonable opportunity of not less than fourteen (14) days to inspect and rectify. Failure to comply with this requirement voids the warranty in respect of that defect and the Customer bears all costs of third-party rectification.

### 24. Privacy

The Company collects personal information from Customers and their personnel for the purposes of providing Goods and Services, managing accounts, recovering debts and complying with legal obligations.

The Company handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Personal information may be disclosed to:

- employees, contractors and agents of the Company who need it to perform their duties;
- credit reporting agencies and debt collection services;
- professional advisers including lawyers and accountants;
- government agencies and regulatory bodies as required by law.

By accepting these Terms and Conditions, the Customer consents to the collection, use and disclosure of personal information as described in this clause. The Company's Privacy Policy is available at [www.qautomation.com.au](http://www.qautomation.com.au) or by request.

### 25. Confidentiality

All pricing, proposals, technical information, programming structures, databases, system designs and commercial information supplied by the Company are confidential and must not be disclosed to any third party without prior written consent. This obligation of confidentiality survives completion and termination of any contract between the parties.

### 26. Dispute Resolution

The parties must first attempt to resolve disputes through good-faith negotiations. Either party may initiate this process by issuing a written notice specifying the dispute in sufficient detail.

If the dispute is not resolved within fourteen (14) days of written notice (or such longer period as the parties agree), the parties must refer the dispute to mediation administered by a mutually agreed mediator, or if they cannot agree, a mediator nominated by the Resolution Institute. The costs of mediation will be shared equally unless the mediator determines otherwise.

Nothing in this clause prevents either party from seeking urgent injunctive or declaratory relief from a court, or from exercising its rights under SOPA. During the dispute resolution process, the parties must continue to perform their obligations under the contract.

## 27. Governing Law

These Terms and Conditions are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and relevant federal courts.

## 28. General

These Terms and Conditions, together with any Quotation, Variation or project-specific document issued by the Company, form the entire agreement between the parties in relation to the subject matter and supersede all prior arrangements, representations and understandings.

In the event of inconsistency, the following order of precedence applies:

- Approved Variations (most recent prevails);
- Quotation or project-specific scope document;
- these Terms and Conditions;
- Customer-supplied documentation (only to the extent expressly accepted in writing).

If any provision is found to be unenforceable, the remaining provisions continue in full force and effect. A failure by the Company to enforce any provision does not constitute a waiver of its rights to enforce that provision or any other provision in the future.

Clauses 7, 11, 12, 14, 17, 18, 24 and 25 survive completion and termination of any contract between the parties.

## 29. Standard Project Assumptions and Exclusions

The following standard assumptions and exclusions apply to all projects unless expressly stated otherwise in the Quotation:

- Lighting fittings, drivers and electrical infrastructure are assumed to be correctly installed and tested by others prior to commissioning attendance.
- All DALI, DALI-2 and third-party devices are assumed compatible with the specified system and compliant with relevant Australian Standards.
- Return visits caused by incomplete works, defective fittings or unavailable systems attributable to others are chargeable.
- Head-end software requires a suitable, dedicated Windows PC to be provided by others. Cloud or web-based head-end platforms require stable broadband internet access to be provided and maintained by others.
- Integration with third-party systems (BMS, SCADA, AV, access control, emergency lighting) is dependent on the cooperation, compatibility and API availability of those third parties. The Company accepts no responsibility for delays or costs caused by third-party API changes or non-cooperation.
- Remote support services outside the Defects Liability Period will be charged at the Company's standard rates at the time of attendance.
- After-hours work (outside 7:00 am to 5:00 pm, Monday to Friday) is not included in the Quotation unless expressly stated.
- Scaffolding, EWP, scissor lifts and elevated access equipment are to be provided by others unless expressly included in the Quotation.
- Programming of emergency lighting or evacuation systems is excluded unless expressly included in the Quotation.

