

CONDITIONS OF APPOINTMENT

1.0 Definitions

- 1.1 The "Company" means Triko Security Limited, its agents, sub-lessees, assignee and sub-contractors.
- 1.2 The "Client" means the client described in the Security Monitoring Minimum Term Agreement.
- 1.3 The "Agreement" means this agreement and any variation made pursuant to Clause 3.0.
- 1.4 The "Service" means the alarm monitoring and or alarm response service to be provided as specified in the Service Specification.
- 1.5 The "Premises" means the premises in respect to which the Service is provided.
- 1.6 The "Dispatch" means the dispatching of a Security Response Guard.
- 1.7 The "Verbal Code" means the Positive Identification of the Client or Clients authorised person.
- 1.8 The "Security Check" means the physical checking of the premises.
- 1.9 The "Commencement Date" means the date which the term starts.

2.0 General

- 2.1 The Service provided by the Company is provided subject to the terms and conditions contained in the Agreement. They are also provided subject to the terms and conditions of any other agreement between the Company and the client.
- 2.2 The Service shall be provided in accordance with the Service Specification which will be made available to the Client upon request.
- 2.3 This Agreement shall be governed and construed in accordance with the laws of New Zealand.
- 2.4 The Company reserves the right to inspect any alarm installation requiring connection to its monitoring system to ensure compliance with the relative New Zealand specification.
- 2.5 The Client is aware that there is a delay period of 20 seconds between activation of the alarm and transmission to the monitoring station, and that if within this 20 second period the alarm is deactivated by an authorised code there will be no transmission to the monitoring station. The Company is in no way liable for any loss or damage suffered by the Client that takes place within this 20 second period or due to the delay between activation transmission and reception by the Company.
- 2.6 The company will, taking all factors into account attempt to install the system by the agreed installation date however the Installation date and or time is not a critical component of this agreement and a variation of such shall not give cause to void this agreement.

3.0 Variation

- 3.1 No employee, agent, or representative of the Company is authorised to make any representation, statement, warranty condition, or agreement whatsoever except as provided in sub-clause 3.2.
- 3.2 No variation, representation, statement, warranty condition, or agreement will bind the Company unless in writing and signed by an authorised person of the Company.

4.0 Fees

- 4.1 Monitoring and or Lease Fees shall be paid by the Client to the Company annually in advance on a date to be advised by the Company.
- 4.2 Dispatch Fees shall be paid by the client to the Company before the 20th day of the month following the dispatch of the Security Guard.

4.3 In the event that payments are in arrears the Company shall not be bound to perform any of its obligations contained in the Agreement, and no liability whatsoever to the Client shall arise. Furthermore the Company may at its option

- (a) Terminate the operation of the installed Security System and its communication to the Company until the overdue fees have been paid and/or
- (b) Gain access and remove any equipment owned by the Company and or
- (c) Terminate the Agreement and no fees shall be refundable to the Client. The Company may choose to hold the Client responsible for total costs of the complete term of the agreement as per clause 13.6.

5.0 Increase in Fees

5.1 The Company is deemed to have fixed the fees for the Service provided on the basis of wage rates and the cost of parts accessories services and all other materials used in the provision of the Service prevailing at the date of this Agreement.

5.2 The Company is entitled to increase the fees by an amount due to any increase in such rates and costs by giving one month's notice in writing on the website stating the amount of the increase and the date from which the increase shall be effective.

5.3 Where fees have been paid on an annual basis the client shall immediately pay to the Company the difference between the original fee and the fee increased pursuant to this clause.

6.0 Substitutions

6.1 If any material, arrangement, process, or service required by the Service Specification becomes unprocurable or prohibited by law the Company may substitute another reasonably equivalent material arrangement, process, or service.

6.2 The Company is entitled to increase fees by an amount due to any substitution by giving one month's notice in writing to the Client stating the amount of the increase and the date from which the increase shall be effective.

6.3 The Company is entitled to assign or transfer the agreement to a Licenced Security Contractor or Company to carry out its obligations contained in the Agreement.

7.0 Unforeseen Conditions

7.1 If on providing the Service the Company discovers adverse conditions which could not be reasonably foreseen it shall be entitled to increase fees by an amount due to any such discovery by giving one month's notice in writing to the Client stating the amount of the increase and the date from which the increase shall be effective.

8.0 Risk and Insurance

8.1 The Company shall not be liable for any loss or damage suffered by the Client arising out of:

- (1) The failure of the Client to comply with the Agreement.
- (2) Riots, civil commotion, strikes, lock-out, trade or union disputes, labour disturbance, acts of malicious persons, stoppage or restraint of labour from whatever cause.
- (3) Mechanical accident, break-down or failure of any nature.
- (4) Electrical power failure, radio or telecommunications systems failure, reduction of voltage or interruption of any source of power or energy by any cause.
- (5) Fire, wind, storm, vehicle impact or aircraft impact, earthquake, flood, lightning or any other inevitable accident.
- (6) Failure to respond or unsatisfactory response to an alarm condition by any vehicular patrol or guard engaged to respond on behalf of the Company or the Client.
- (7) Incorrect programming of the alarm system if not programmed by a technician of the Company.

- (8) Failure of the Client to maintain telecommunication systems.
- (9) Any other cause whatsoever outside the reasonable control of the Company.

8.2 The Company does not provide the service as an alternative to insurance and insurance is to be obtained by the Client at the Clients cost.

9.0 No Warranty

9.1 The Company does not warrant, represent, or guarantee that the monitoring systems parts, accessories, services, and all other materials utilised by the Company will in all cases carry out the function for which each was designed.

10.0 Liability of the Company

10.1 Notice of any claim by the Client against the Company must be given by the Client to the Company within 48 hours from the date the claim arose, time being of the essence.

10.2 In the event that the Company is found liable for any loss or damage sustained or suffered by the Client whether such loss or damage arises from a breach by the Company of its obligations under the Agreement or under any statute or regulation or is due to or arises from any negligence, act or omission on the part of the Company the liability of the Company shall be limited to a sum not exceeding \$1,000.00.

11.0 Alteration to Premises and Telecommunications Systems

11.1 The Client shall notify the Company of any proposed structural alteration to the Premises in respect for which the Service is provided.

11.2 The Client must also advise the Company of any alteration to its telecommunication systems before such changes are made by the Client or its agents.

11.3 Any alteration to the Company's equipment, which becomes necessary because of any alteration(s) by the client or its agents to the premise shall be carried out at the sole expense of the Client.

12.0 Transmission Rights

12.1 If the Company is unable to obtain or retain the necessary rights and privileges necessary for the transmission of signals between the Premises and the Company's central station the Agreement may be terminated by the Company, and such termination shall not give rise to any claim by the Client against the Company.

13.0 Termination of the Agreement

13.1 In the event that either party desires to terminate the Agreement then that party shall give the other party at least three month's notice in writing and the Agreement shall expire at the expiration of such period pursuant to sub-clause 13.5 and sub clause 21.1.

13.2 If no such notice is given then the Agreement shall continue for successive periods of 36 months until terminated pursuant to sub-clause 13.1 and sub-clause 13.5.

13.3 Fees paid to the Company by the Client shall be non-refundable.

13.4 The Agreement shall not be deemed to be terminated until the communication device connected to the Client's alarm system ceases to communicate with the Company. It shall be the Client's responsibility to ensure the signaling from the communication device is stopped.

13.5 This Agreement is a "Security Monitoring Minimum Term Agreement" and as such cannot be terminated until the expiration of either the Initial Minimum Term or the current three year term unless agreed in writing by both the client and the Company.

13.6 If, as a direct or indirect result of the actions of the client or its agents the alarm system is either Sold as a chattel or the communication between the Alarm and the Company cease for a period longer than seven days or if the alarm system is removed, the company may charge the client

till the end of the current term of the agreement and payment is due immediately. If Triko is not in receipt of all leased equipment within seven days the client shall be deemed to have purchased the equipment for the equipment value as stated on the agreement. Disconnection and inspection fees shall be added to the total and all monies owing must be paid in full within seven days.

13.7 If cabling is not removed the Company may choose to charge for the cable and the labour cost to install such.

14.0 Equipment

14.1 Any equipment supplied by the Company at all times remains the property of the Company and may be removed by the Company from the Premise of the Client at the termination of the Agreement.

14.2 Any costs incurred by the Company associated with the disconnection and/or removal of the equipment from the Premises shall be at the Client's expense. A minimum charge of \$100.00 will be payable on the termination of the Agreement.

14.3 The Client agrees to the Company having the right of access to remove any equipment owned by the Company if the Company has reasonable cause to believe that the Company's equipment may be damaged or tampered with or removed from the premises.

14.4 The Client must advise the Company of any damage or loss to any leased equipment within forty eight hours of the damage or loss.

14.5 The client or its agents must not move, remove, relocate or adjust any equipment supplied by the company under this agreement. Furthermore the client shall be liable for any costs relating to any adjustment, relocation, testing or inspection of the equipment.

14.6 Any previously installed equipment that gets replaced or is removed for the provisions of this agreement becomes the property of the Company.

15.0 Access

15.1 The Client shall at all times allow the Company reasonable access to the Premises in order to carry out its obligations pursuant to the Agreement. The Company shall also have the right to enter the Premises in order to upgrade its equipment and or remove equipment. The Company is entitled to hold keys and an access code to the alarm and may enter the premises in order to complete a full Security Check.

15.2 The Client agrees to the Company holding confidential all Installer and modem programming access codes to the Security System. Furthermore the Client understands that this also excludes himself or herself, the Client, until the termination of the agreement.

15.3 The Client agrees to the Company cutting the minimum required keys to enable the Company to complete its obligations under the agreement efficiently.

15.4 The client acknowledges that if the Security Response guard has concerns for his safety the guard may not enter the premise.

15.5 The Police may be called for the reasons of evidence collection and backup.

15.6 All users on the system must supply their own individual and confidential user code and this code will be installed by the company on behalf of the user. After initial installation any code changes, additions or deletions shall attract the minimum programming charge.

15.7 Any user code discovered to be insecure (known by more than the technician and one user) may be deleted by the company immediately.

16.0 Surcharges

16.1 If the Company is required to provide services for the client on a public holiday the Company may charge the client a fifty percent surcharge in addition to the usual charge in an attempt to recover the cost of having the service available.

16.2 If the Company is required to contact persons via cellular phone or toll call an additional surcharge of \$1.00 plus GST may be levied per telephone call in addition to the usual telecommunication charge. The Company may at its option choose to call all toll free numbers first.

17.0 Privacy Act 1993

17.1 The Company is authorised to disclose and obtain information about the Client to any third party performing services in connection with the provision of the Service to the Client.

17.2 The Company is authorised to disclose information about the Client in the event of default in payment of any amount payable by the Client under the Agreement to any third party provided any such disclosure is confined to that reasonably required by such person.

17.3 The Company is authorised to make credit and other inquiries about the Client within its normal procedures and to obtain information about the Client from any government, local territorial or other authority having jurisdiction in respect of the Client and any person performing services in connection with the provision of security services provided that the information obtained is confined to that reasonably required by the Company and execution of the Agreement shall be sufficient authority to provide that information to the Company.

17.4 The Company is authorised to disclose recorded information to any third party for the reason of attempting to obtain payment for the services rendered.

17.5 The Client authorises the Company at its discretion to retain any recorded information for evidential reasons on a permanent basis.

18.0 Consumer Guarantees Act 1993

18.1 The Client agrees and acknowledges that any supply under the Agreement may be subject to the Consumer Guarantees Act 1993.

18.2 Where the Service has been obtained for the use in a business the Client acknowledges that :

- (1) The Client is not entitled to claim any of the remedies provided under the Consumer Guarantees Act 1993 against the Company; and
- (2) The Company is not liable for any consequential damage or loss arising in any way from any cause including but not limited to defects, faulty material, workmanship omission or negligence by the Company.

19.0 Maintenance of Telecommunication Systems

19.1 The Client understands that it is of paramount importance for the effective provision of the Service by the Company that telecommunications systems be maintained at all times. Accordingly, in the event that systems for whatever reason are cut off the Company is not liable for any loss or damage suffered by the Client thereafter. Furthermore, all obligations of the Company under this agreement shall cease and no liability whatsoever to the Client shall arise. It is an essential term of the Agreement that telecommunication systems be fully maintained by the Client at all times, and the Company may at its option terminate the Agreement if the Client does not comply with this clause.

19.2 The Client authorises the Company and the Client's Telecommunications provider to obtain and release information between each other in order to ensure an efficient working communication's network between the Client and the Company.

19.3 The Company requires upload/download remote modem access for servicing of the alarm system. If such remote access is not available the company may charge the client for any labour time and travel required for servicing.

20.0 Liability for Costs

20.1 The Client will be liable for any costs incurred by the Company including legal fees, court fees and other associated costs in recovering outstanding fees from the Client in the event that payment

of fees due by the Client shall fall into arrears or remain outstanding on termination of the Agreement.

20.2 The Company shall have the right to charge penalty interest at the ten percent above the market rate on any fees outstanding.

20.3 The Client will be liable for any costs and or losses incurred by the Company for any damage or loss to any leased equipment to the maximum of the Equipment Value. The Client is required to remunerate the Company within thirty days of the damage or loss.

20.4 The Client accepts Liability for incidental costs (eg: glass replacement or lock repairs etc.) relating to the securing the premises after an activation has occurred.

20.5 The Client will be liable for costs related to the supply of keys for the said premise.

21.0 Term

21.1 The Client agrees that the Initial Minimum Term of the Agreement shall be sixty months (five years) unless stated otherwise on the Agreement.

21.2 The client agrees to the agreement rolling over on a minimum three yearly basis on the same terms and conditions after the Initial Minimum Term has expired. The date of the rollover is the day and month of the commencement date.

22.0 Lease

22.1 The Client understands that all equipment supplied and installed under a lease agreement by the Company shall remain solely the property of the Company.

23.0 Service

23.1 The client is liable for all costs relating to the required periodic maintenance of the equipment. For example battery change is a chargeable service under this agreement.

23.2 The client is not liable for any fault servicing of equipment unless physical damage or a breach of this agreement has caused it.

24.0 Deterrent Signage

The client authorise's the company to remove any signage and erect the company signage in prominent areas around the premise as a deterrent.

25.0 Personalised Response Plan

25.1 The Client authorises the Company to utilise an automated program to advise the client upon a personal callout being required. Furthermore the client accepts that if a correct acknowledgement is not received by the company within time the company may Dispatch a guard to perform a Security Check of the premise.

