

MASTER TERMS OF TRADE
Crosbies Security 2025 Limited

These Terms apply to all Goods and Services supplied by Crosbies Security 2025 Limited ("CSL") to the Customer unless otherwise agreed in writing. These Terms operate together with any Quotation provided by CSL and accepted by the Customer.

1. Definitions and Interpretation

1.1 Alarm System means any alarm equipment, sensors, detectors, control panels, communication devices or associated hardware installed or supplied by CSL that is designed to detect, transmit or report security events, alarms or alerts.

Authorised Contact means a person nominated by the Customer in the Client Instruction Sheet or otherwise notified to CSL who is authorised to receive alarm notifications, provide instructions to CSL, or respond to alarm activations or monitoring events.

Client Instruction Sheet means the document or written instructions provided by the Customer to CSL specifying procedures for responding to alarm signals, monitoring alerts or other monitoring events, including nominated Authorised Contacts and escalation procedures.

CSL means Crosbies Security 2025 Limited, its successors and assigns.

Customer means the person, company, trust, partnership or other entity purchasing or hiring Goods or Services from CSL.

Default Event means an event where:

- (a) the Customer fails to comply with these Terms or any other contract with CSL, and does not remedy that failure within seven days of receiving notice from CSL advising them of the failure;
- (b) the Customer commits an act of bankruptcy;
- (c) the Customer enters into any composition or arrangement with its creditors; or
- (d) if the Customer is a company:
 - i. the Customer does anything which would make it liable to be put into liquidation;
 - ii. a resolution is passed or an application is made for the liquidation of the Customer;
 - iii. a receiver or statutory or official manager is appointed over all or any of the Customer's assets or the Customer, its board or shareholders is considering appointing an administrator or liquidator;
 - iv. an administrator is appointed to the Customer; or
 - v. if anything analogous to or having similar effect to any of the other events arises.

Force Majeure Event means any event or circumstance which is beyond the reasonable control of the CSL (including an act of God or public enemy, natural disaster, explosion, epidemic, war, embargo, riot or civil disturbance, strike or other labour dispute, sabotage, expropriation, confiscation or requisitioning of facilities, power outages, telecommunications failure, cyber incidents, network failures or by orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction) and which results in or causes the failure of that party to perform any of its obligations under these Terms;

Hire Terms means the specific terms for the hire of Goods in Schedule A of these Terms.

Goods means any goods supplied or hired by CSL to the Customer, including CCTV towers, Alarm Systems, cameras, sensors, control panels, communications devices, power systems, monitoring structures, equipment, and any accessories or related products or components.

Goods Relocation means the movement, repositioning, relocation or removal of Goods from the Site where it was originally installed or placed by CSL to a new Site.

GST means goods and services tax in accordance with the Goods and Services Tax Act 1985.

Installation Services means those services performed by CSL or a third-party service provider engaged by CSL to install or mount the Goods at the Site;

Installation Terms means the specific terms for the Installation Services in Schedule B of these Terms.

Monitoring Centre means the facility operated by CSL or a third-party service provider engaged by CSL for the purpose of receiving, monitoring and responding to alarm signals, alerts or other communications from the Customer's security system.

Monitoring Services means the monitoring of alarm signals, CCTV alerts, or other security system notifications transmitted from the Site.

Monitoring Terms means the specific terms for monitoring in Schedule D of these Terms.

PPSA means the Personal Property Securities Act 1999.

Price means the amount payable for Goods or Services as stated in the Quotation (where applicable) or otherwise in CSL's invoice.

Proceeds has the meaning given in the PPSA.

Quotation means a quotation, proposal, service agreement or written offer issued by CSL describing the Goods or Services to be supplied or hired and the Price payable by the Customer, subject to these Terms.

Response Services means the services provided in response to alarm activations or monitoring events, including contacting Authorised Contacts, notifying emergency services, dispatching security patrols or technicians, or taking other actions in accordance with CSL's standard operating procedures or the Client Instruction Sheet.

Security Interest has the meaning given in the PPSA.

Services means any services performed by CSL for the Customer, including Installation Services, Monitoring Services, Goods hire, maintenance, patrol response, Response Services, technical support and any related security services.

Site means the Customer's location, premises, construction site, building or area where the Goods are installed, placed, mounted, operated or monitored.

Terms means these terms of trade.

Working Days means a day that is not a Saturday, Sunday or any other day that is not a public holiday or a regional holiday in Auckland.

1.2 Unless the context requires otherwise, references to:

- (a) more than one person or party is to all or any of those persons or parties;
- (b) legislation are references to New Zealand legislation and include all subordinate legislation, any re-enactment of, or amendment to, that legislation and all legislation passed in substitution for that legislation;
- (c) singular word includes the plural and vice versa;
- (d) the word "including" and similar words do not imply any limitation; and
- (e) any party to these Terms shall include that party's executors, administrators, successors and/or permitted assigns (as the case may be).

1.3 Headings are inserted for convenience only and are to be ignored in interpreting these Terms of Trade.

2. Acceptance

- 2.1 A contract is created and the Customer is bound by these Terms to pay the Price if the Customer:
- (a) signs any credit application with CSL or a Quotation;
 - (b) places an order with CSL;
 - (c) accepts delivery of or uses the Goods;
 - (d) requests or allows CSL to perform the Services.
- 2.2 If there is any inconsistency between these Terms or the Quotation, the following order of precedence applies:
- (a) the Quotation; and
 - (b) these Terms.

3. Price and Payment

- 3.1 The Price shall be:
- (a) the amount stated in the Quotation; or
 - (b) the amount stated on CSL's invoice.
- GST shall be payable in addition to the Price where applicable. All Quotations, unless otherwise specified, are valid for orders accepted and delivered within 30 days from the date of issue and may be subject to such further conditions as are expressly set out in the Quotation.
- 3.2 CSL may vary the Price where there are increases in the cost to CSL of supplying the Goods or Services arising from circumstances outside of CSL's reasonable control, including:
- (a) supplier price increases;
 - (b) increases in equipment or component costs;
 - (c) freight or logistics cost increases;
 - (d) increases in telecommunications or data service costs;
 - (e) changes in labour costs; or
 - (f) changes in government charges, duties or taxes.
- CSL will provide reasonable notice to the Customer of any price variation. The varied Price as notified shall apply to future Goods or Services supplied after the date of notice.
- 3.3 In addition to clause 3.2, CSL reserves the right at any time to alter any price lists and any such alterations to any price list shall be effective from the date specified by CSL and shall apply to all orders made by the Customer on or after that date.
- 3.4 CSL may (at its sole discretion) request a deposit for the Goods. The amount of the deposit shall be stated when the order for the Goods is placed and shall be immediately payable.
- 3.5 Timing for the payment of the Price shall be of the essence and will be stated on the invoice, Quotation, credit account application, or any other CSL form. If no time is stated, then payment shall be due by the 20th of the month in which the invoice is issued.
- 3.6 The Customer may not set off any amount against any amount owing to CSL.
- 3.7 If the Customer does not pay any amounts owing to CSL when due:
- (a) CSL may charge, and the Customer must pay, default interest at the rate of 15% per annum calculated daily on the amounts owing from the due date until payment is received in full (both prior to and following any judgment obtained); and/or
 - (b) CSL may suspend the further delivery of the Goods or the Services or terminate the contract; and

- (c) CSL is entitled to recover from the Customer all costs that CSL may reasonably incur in attempting to collect the amounts owing (including actual legal costs and expenses and costs of collection) and any other moneys owing by the Customer to CSL from time to time, whether in relation to any contract or on any other account whatsoever.
- 3.8 CSL may allocate any payment received from the Customer to any invoice or amount owing at CSL's discretion, regardless of any payment reference or instruction provided by the Customer. In the absence of any allocation by CSL, payments shall be deemed to be applied in a manner that preserves the maximum value of CSL's Security Interest in the Goods supplied.
- 3.9 CSL may at any time reallocate payments previously applied to any invoice where the Customer is in default or where such reallocation is reasonably required to protect CSL's Security Interest under the PPSA.
- 3.10 Unless expressly agreed in writing by CSL, no retention or withholding of payment is permitted by the Customer. Where the Customer withholds any retention without CSL's prior written agreement, the retained amount shall be deemed overdue and payable immediately. CSL may treat any retention or withholding of payment as a default under these Terms and may exercise its rights under clause 16.
- 3.11 Where CSL has approved credit terms for the Customer, CSL may withdraw, suspend or vary those credit terms at any time at its discretion. Without limiting this clause, CSL may require:
 - (a) full or partial payment in advance;
 - (b) reduced credit limits; or
 - (c) additional security or guarantees,where CSL reasonably considers the Customer's creditworthiness has changed.
- 3.12 The Customer acknowledges that approval of credit terms does not create an obligation for CSL to continue supplying Goods or Services on credit. CSL may impose a credit limit on the Customer's account and alter the credit limit without notice. Where the credit limit is exceeded, CSL may refuse to supply Goods to the Customer.
- 3.13 Any disputes or credit requests by the Customer relating to an invoice issued by CSL for Goods supplied must be received in writing within 14 days from the date of invoice.

4. Delivery and Installation

- 4.1 Delivery of the Goods occurs when:
 - (a) the Customer takes possession of the Goods; or
 - (b) the Goods are delivered to the Customer's nominated address.Risk of any loss, damage or deterioration of or to the Goods passes to the Customer on delivery.
- 4.2 Any time stated for delivery is an estimate only. Other than liability that cannot be excluded by law, CSL shall not be liable for any delay in delivery.
- 4.3 CSL is entitled to assume any person accepting delivery of the Goods for the Customer is authorised by the Customer to do so and CSL shall not be liable for any loss suffered by the Customer as a result.
- 4.4 The Customer shall inspect the Goods on delivery and shall notify CSL in writing within 5 Working Days (**Defect Claim Period**) of any shortages, surplus or damage in respect of the Goods (**Defect Claim**). If the Customer does not make a Defect Claim within the Defect Claim Period then the Goods shall be deemed to be accepted.
- 4.5 If the Customer makes a Defect Claim within the Defect Claim Period then CSL shall have the right to inspect the Goods within a reasonable time following notification to assess the validity of the Defect Claim.
- 4.6 If CSL agrees in writing that the Defect Claim is valid, then CSL's liability shall be limited (at CSL's discretion) to refunding, replacing or repairing the Goods, provided that:
 - (a) The Customer is not in breach of these Terms;

- (b) The Goods are returned at the Customer's cost within 5 Working Days of CSL agreeing that the Defect Claim is valid;
 - (c) CSL shall not be liable for Goods that have not been properly stored, tampered or modified without CSL's prior written approval; and
 - (d) The Goods are returned in the same condition in which they were delivered.
- 4.7 Orders placed and/or delivered may not be cancelled without the written consent of CSL.
- 4.8 Where CSL provides any Installation Services for the Goods at the Site, the Installation Terms shall apply in addition to these Terms.

5. Hire of Goods

Where CSL supplies Goods on hire to the Customer, the Hire Terms shall apply in addition to these Terms.

6. Monitoring Services

Where CSL supplies Monitoring Services to the Customer, the Monitoring Terms shall apply in addition to these Terms.

7. Title to Goods

- 7.1 Ownership of the Goods remains with CSL until all amounts owing to CSL have been paid in full. The Customer must not dispose of, charge, encumber or otherwise deal with the Goods until full payment has been made.
- 7.2 Until ownership passes:
- (a) CSL may recover the Goods if payment is overdue; and
 - (b) CSL may enter the Customer's premises to recover the Goods where necessary.
- 7.3 Until ownership of the Goods passes to the Customer in accordance with this clause, the Customer:
- (a) holds the Goods as bailee for CSL;
 - (b) must keep the Goods separately identified as the property of CSL where reasonably practicable;
 - (c) must not create any charge, lien or Security Interest over the Goods; and
 - (d) must keep the Goods in good condition and protect them from loss or damage.
- 7.4 If the Customer sells, disposes of, or otherwise deals with the Goods before ownership passes to the Customer, the Customer:
- (a) does so as agent for CSL;
 - (b) must hold the proceeds of that sale or dealing on trust for CSL; and
 - (c) must promptly account to CSL for those proceeds up to the amount owed by the Customer to CSL.
- 7.5 The Customer must not convert, process, alter, or incorporate the Goods into other products or materials without the prior written consent of CSL. If the Goods are converted, processed, or intermixed with other goods or materials:
- (a) the resulting product shall be held on trust for CSL; and
 - (b) CSL shall retain a Security Interest in the resulting product to the extent of the Goods supplied.

8. Personal Property Securities Act 1999 (PPSA)

- 8.1 The Customer acknowledges and agrees that these Terms constitute a security agreement for the purposes of the PPSA.
- 8.2 The Customer grants CSL a Security Interest in:
- (a) all Goods supplied by CSL to the Customer;
 - (b) all Goods hired by CSL to the Customer; and
 - (c) all Proceeds derived from those Goods.
- 8.3 The Security Interest secures:
- (a) the payment of all amounts owing by the Customer to CSL; and
 - (b) the performance of all obligations of the Customer under these Terms.
- 8.4 The Customer agrees that CSL may register a financing statement or financing change statement on the Personal Property Securities Register in relation to the Security Interest created under these Terms.
- 8.5 The Customer must:
- (a) promptly provide all information CSL reasonably requires to register or maintain a financing statement;
 - (b) sign any documents reasonably required by CSL for PPSA purposes; and
 - (c) do anything else necessary to ensure CSL's Security Interest is perfected and has priority.
- 8.6 The Customer must not:
- (a) register or permit the registration of any financing statement over the Goods in favour of a third party without CSL's prior written consent; or
 - (b) sell, transfer, lease or otherwise dispose of the Goods unless all amounts owing to CSL have been paid.
- 8.7 To the maximum extent permitted by law, the Customer:
- (a) waives its right to receive a verification statement under section 148 of the PPSA;
 - (b) waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA; and
 - (c) agrees that sections 114(1)(a), 133 and 134 of the PPSA shall not apply to these Terms.
- 8.8 Where the Customer is in default, CSL may exercise all rights available to a secured party under the PPSA including:
- (a) repossessing Goods supplied or hired;
 - (b) entering premises where CSL reasonably believes the Goods are located are removing them; and
 - (c) disposing of the Goods to recover outstanding amounts.
- 8.9 The Customer agrees to indemnify CSL for all costs incurred by CSL in enforcing its Security Interest, including any:
- (a) repossession costs;
 - (b) storage costs; and
 - (c) legal fees on a solicitor-client basis.

9. Warranties and Limitation of Liability for Goods supply

- 9.1 Goods not manufactured by CSL are supplied subject only to the manufacturer's warranty. CSL does not provide any warranty additional to the manufacturer's warranty unless expressly

stated in writing. CSL may assist the Customer in submitting warranty claims to the manufacturer but does not guarantee that such claims will be accepted.

- 9.2 Except as set out in clauses 4.6 and 4.7, the Customer is not entitled to return the Goods for any reason.
- 9.3 Except for the warranties referred to in clause 9.1, but subject to clause 9.6, to the maximum extent permitted by law CSL expressly excludes all other conditions, warranties, guarantees, descriptions, representations, conditions as to fitness or suitability or fitness for any purpose, tolerance to any conditions, merchantability, appearance, safety, durability or otherwise (whether of a like nature or not) and whether express or implied by law, trade custom or otherwise.
- 9.4 Notwithstanding any other provision of these Terms, other than clause 9.6, under no circumstances shall CSL be liable to the Customer or any other person (whether in contract, tort, including negligence, statute or otherwise) for any:
- (a) loss of profits;
 - (b) consequential loss or damage;
 - (c) indirect loss or damage; or
 - (d) special loss or damage of any kind.
- 9.5 To the maximum extent permitted by law, but subject to clause 9.6, CSL's total liability (whether in contract, statute, tort, including negligence, or otherwise howsoever arising) for any claim by the Customer, its agents, employees or subcontractors, or any other person, relating to or arising from the supply or hire of Goods shall not exceed the lesser of:
- (a) in the case of the sale of the Goods and the Installation Services, the Price of the Goods to which the claim relates;
 - (b) in the case of the hire of Goods or the Monitoring Services, the amount paid by the Customer to CSL during the preceding six (6) months; or
 - (b) NZD\$10,000.
- 9.6 If the Goods provided are supplied and acquired in trade, then in that case the parties agree to contract out of:
- (a) sections 9, 12A, or 13 of the Fair Trading Act 1986 in accordance with section 5D of the Fair Trading Act 1986;
 - (b) the Consumer Guarantees Act 1993 in accordance with section 43 of the Consumer Guarantees Act 1993; and
 - (c) any terms and conditions implied by law in accordance with section 197 of the Contract and Commercial Law Act 2017, such agreement being acknowledged as fair and reasonable for the parties to be bound by this clause. Nothing in these Terms is intended to contract out of the provisions of the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, except to the extent permitted by those Acts.
- 9.7 CSL may engage third-party providers in providing the Services, including:
- (a) telecommunications networks;
 - (b) cloud storage platforms;
 - (c) Monitoring Centres; and
 - (d) subcontracted security services.

CSL shall not be liable for any act, omission, delay or failure of any third-party provider, including outsourced Monitoring Centres, telecommunications providers, security patrol providers, cloud platforms or software providers.

10. Intellectual Property

- 10.1 All intellectual property rights in the Goods, systems, software, designs, and associated services remain the exclusive property of CSL.
- 10.2 The Customer must not copy, reproduce, reverse engineer, or otherwise attempt to replicate any part of the Goods, or associated technology.

11. Software and Connectivity

Some Goods supplied by CSL may require:

- (a) software platforms;
- (b) cloud storage;
- (c) mobile applications; and
- (d) telecommunications connectivity.

CSL does not guarantee the performance or availability of third-party software or telecommunications services required for operation of the Goods.

12. Security Systems Disclaimer

- 12.1 The Customer acknowledges and agrees that security systems and closed circuit television equipment:
 - (a) are deterrent and detection devices only;
 - (b) do not guarantee the prevention of theft, burglary, vandalism, fire, or other loss; and
 - (c) are not life-saving devices and should not be relied upon as a means of protection.
- 12.2 CSL does not warrant that the Customer's premises will be protected from loss or damage by the Goods or the Monitoring Services.

13. CSL is not an Insurer

The Customer acknowledges that CSL is not an insurer of the Customer's premises or property. The Price charged for Goods or Services is unrelated to the value of the Customer's property. The Customer is responsible for maintaining appropriate insurance coverage for theft, damage, and business interruption.

14. Customer Obligations

- 14.1 The Customer must:
 - (a) notify CSL if the Goods is in need of maintenance; and
 - (b) ensure powered or remote display units are provided with a continuous electrical power supply that complies with CSL's technical requirements and applicable safety standards throughout the operation of the Goods.
- 14.2 CSL shall not be liable for any loss, malfunction, interruption or failure of monitoring or recording caused by inadequate or interrupted power supply provided by the Customer.
- 14.3 The Customer indemnifies and holds harmless CSL, its employees, contractors and agents from and against any loss, damage, liability, claim, cost or expense (including legal costs on a solicitor-client basis) arising from:
 - (a) any inaccurate or incomplete information provided by the Customer regarding the Site, premises or installation conditions;
 - (b) the Customer's failure to identify or disclose hazards, underground services or other site risks prior to the Installation Services or service works;

- (c) the presence of asbestos, hazardous materials or unsafe site conditions at the Customer's premises;
 - (d) the Customer's failure to comply with its obligations under these Terms;
 - (e) any act or omission of the Customer or any person authorised by the Customer to access or use the security system, the Goods; or
 - (f) CSL acting on instructions provided by the Customer or the Authorised Contacts.
- 14.4 The Customer acknowledges that CSL may rely on information, instructions and directions provided by the Customer or the Authorised Contacts when supplying the Goods or Services.
- 14.5 The Customer shall be responsible for any costs incurred by CSL where CSL arranges third-party services on the Customer's behalf, including locksmiths, technicians, glaziers, electricians or security patrol providers.

15. Privacy

- 15.1 CSL may collect use and disclose information in accordance with any CSL Privacy Policy (available at www.crosbies.co.nz).
- 15.2 The Customer authorises CSL to:
- (a) collect, retain and use any information about the Customer (**Personal Information**) for the purpose of assessing the Customers' creditworthiness;
 - (b) collect and store closed circuit television equipment footage or monitoring data as part of the Monitoring Services;
 - (c) disclose information about the Customer, whether collected by CSL from the Customer directly or obtained by CSL from any other source, to any other credit provider or any Credit Reporting Agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 15.3 CSL may use the services of credit reporting and debt collection agencies on an on-going basis, and may exchange the Customer's Personal Information with those agencies (including information about default and repayment history). Those agencies may retain the Customer's Personal Information and provide that information to other customers who use their services.
- 15.4 CSL may use the Customer's Personal Information for direct marketing purposes (including by email and other electronic means), unless the Customer notifies CSL that it does not wish to receive direct marketing from CSL.
- 15.5 If the Customer provides CSL with any Personal Information about a third party (such as a guarantor) or authorises CSL to collect that information, the Customer confirms that it is authorised by the individual concerned to provide their Personal Information to CSL and/or authorise the collection of information about them in accordance with these Terms and that it has informed the individual of their rights to access and request correction of their Personal Information.
- 15.6 The Customer shall have the right to ask CSL for a copy of the Personal Information about the Customer retained by CSL and the right to ask CSL to correct any incorrect Personal Information about the Customer held by CSL.

16. Default

- 16.1 If a Default Event occurs:
- (a) CSL may suspend or terminate any contract;

- (b) any amounts owing shall immediately become due and payable notwithstanding the due date for payment has not arisen;
 - (c) CSL may cancel any outstanding orders;
 - (d) CSL may recover possession of any Goods supplied or hired to the Customer; or
 - (e) CSL may disable monitoring or deactivate equipment remotely if payment default occurs.
- 16.2 During any period of suspension:
- (a) CSL shall not be liable for any loss, damage or delay suffered by the Customer as a result of the suspension; and
 - (b) the Customer shall remain responsible for all ongoing charges, including monitoring fees, equipment hire fees, or other recurring service charges unless otherwise agreed in writing.
- 16.3 Where the suspension arises from the Customer's breach or failure to provide access, CSL may recover from the Customer any reasonable costs incurred in connection with:
- (a) the suspension of services; and
 - (b) the recommencement of the Services once the breach has been remedied.
- 16.4 The Customer shall indemnify CSL for all reasonable costs incurred in enforcing its rights following a default, including repossession costs, recovery costs and legal expenses.

17. Force Majeure

Notwithstanding any other provisions of these Terms, CSL shall not be liable for any delay or failure in the performance of any obligation or the exercise of any right under these Terms or for any loss or damage if such performance or exercise is prevented or hindered by a Force Majeure Event. Nothing in this clause shall excuse payment of any amounts owing by the Customer as it becomes due under these Terms.

18. Variations to Terms

CSL reserves the right to review and amend any of these Terms at any time. Any change will take effect on orders placed after the date on which CSL notifies the Customer of the change.

19. Assignment and Subcontracting

- 19.1 CSL may subcontract, transfer or assign its rights and obligations under these Terms.
- 19.2 The Customer may not assign any rights or obligations under these Terms without CSL's written consent.

20. Change of Ownership or Control

- 20.1 The Customer must provide CSL with not less than fourteen (14) days written notice of any proposed or actual change in:
- (a) ownership of the Customer;
 - (b) shareholding or control of the Customer;
 - (c) the directors or officers of the Customer;
 - (d) the trustees of any trust that is the Customer; or
 - (e) the legal structure, trading name, address or contact details of the Customer.
- 20.2 For the purposes of this clause, a change of control includes any transaction or series of transactions resulting in:
- (a) a change in the effective control of the Customer's business;
 - (b) the transfer of a majority of shares or ownership interests in the Customer; or

- (c) the sale or transfer of a substantial part of the Customer's assets.
- 20.3 CSL may, upon receiving notice of a change referred to in this clause, at its sole discretion:
- (a) reassess the Customer's creditworthiness;
 - (b) vary the Customer's credit limit or payment terms;
 - (c) require additional security or guarantees; or
 - (d) suspend or terminate any supply of Goods or Services.
- 20.4 The Customer shall be liable for any loss, cost or expense incurred by CSL as a result of the Customer failing to comply with this clause.

21. No Waiver

If CSL exercises or fails to exercise any right or remedy available to it, this shall not prejudice CSL's rights in exercising that or any other right or remedy unless expressly waived by CSL in writing.

22. Entire Agreement

These Terms (together with any documents expressly referred to in these Terms) contain the entire agreement and understanding between the parties and supersede all prior agreements, arrangements and understandings (both oral and written) between the parties relating to the subject matter of these Terms.

23. Governing Law

These Terms are governed by the laws of New Zealand.

Schedule A – Hire Terms

Crosbies Security 2025 Limited

If there is any inconsistency between this Schedule and the Master Terms of Trade, this Schedule prevails to the extent of the inconsistency in relation to Goods hire.

1. Hire Period

- 1.1 The hire period means the period beginning when Goods are delivered to, installed at, or placed at the Site and continuing until the Goods are returned to CSL, collected by CSL, or otherwise removed from the Site by CSL (**Hire Period**).
- 1.2 Hire charges continue to accrue until the Goods have been returned to CSL or collected by CSL.
- 1.4 Following expiry of any minimum hire period specified in the Quotation, the hire will continue on a month-to-month basis unless terminated by either party providing at least thirty (30) days written notice. Hire charges will continue to accrue until the end of the Hire Period.

2. Customer Responsibilities

- 2.1 During the Hire Period the Customer must:
 - (a) keep the Goods in good working order and condition;
 - (b) operate the Goods in accordance with CSL's instructions;
 - (c) take reasonable care to protect the Goods from theft, damage or vandalism; and
 - (d) immediately notify CSL if equipment is lost, stolen, damaged or malfunctioning.
- 2.2 The Customer must not:
 - (a) relocate, reposition or interfere with the equipment;
 - (b) alter or modify the equipment;
 - (c) connect unauthorised equipment to the system;
 - (d) allow the equipment to be used by third parties or sub-hired, without CSL's prior written approval.

3. Damage, Loss or Theft

- 3.1 The Customer is responsible for all loss, theft, vandalism or damage to the Goods during the hire period, except where caused by CSL's negligence or fair wear and tear.
- 3.2 If the Goods are lost, stolen or damaged the Customer must:
 - (a) notify CSL immediately;
 - (b) provide written details of the incident; and
 - (c) report any theft or vandalism to the Police where appropriate.
- 3.3 The Customer will be responsible for the cost of repair or replacement of the Goods where damage occurs during the Hire Period.

4. Insurance

- 4.1 During the Hire Period the Customer must ensure that all hired Goods are insured for its full replacement value.
- 4.2 Unless the Customer provides CSL with satisfactory written evidence that the hired Goods are insured under the Customer's own insurance policy for its full replacement value, the Customer must purchase CSL's equipment insurance waiver.
- 4.3 Evidence of insurance provided by the Customer must:
 - (a) confirm that the hired Goods are covered for its full replacement value;

- (b) confirm that the policy covers loss, theft, vandalism and accidental damage; and
 - (c) name the installation site or Goods type where reasonably practicable.
- 4.4 CSL may require the Customer to provide a certificate of currency or other reasonable proof of insurance before or during the hire period.
- 4.5 If the Customer fails to maintain insurance coverage or fails to provide proof of insurance when requested by CSL, CSL may:
 - (a) require the Customer to immediately purchase CSL's insurance waiver; or
 - (b) charge the insurance waiver fee to the Customer.
- 4.6 Regardless of whether insurance is arranged through the Customer or via CSL's insurance waiver, the Customer remains responsible for complying with all obligations for any contract subject to these Terms relating to the care and use of the hired Goods.

5. Interference with Goods

- 5.1 The Customer must ensure that construction workers, contractors, vehicles, machinery or other persons do not interfere with or relocate the Goods.
- 5.2 CSL shall not be responsible for damage caused by:
 - (a) relocation of equipment by the Customer or third parties;
 - (b) construction activities at the Site; and
 - (c) heavy machinery, vehicles or equipment operating near the installation.

6. Return of Goods

- 6.1 Upon termination or expiry of the Hire Period the Customer must immediately return the hired Goods to CSL in reasonable working condition, fair wear and tear excepted.
- 6.2 If the Customer fails to return the hired Goods when required, CSL may charge the Customer the full replacement value of the Goods, together with recovery costs.

Schedule B – Installation Terms

Crosbies Security 2025 Limited

If there is any inconsistency between this Schedule and the Master Terms of Trade, this Schedule prevails in relation to Installation Services.

1. Site Access and Installation Conditions

- 1.1 The Customer must ensure the Site is safe, accessible and suitable for installation.
- 1.2 The Customer must provide:
 - (a) safe, unobstructed and reasonable access to the site at the agreed installation time;
 - (b) sufficient working space for CSL personnel and equipment;
 - (c) electrical power supply where required; and
 - (d) suitable ground or structural conditions for installation.
- 1.3 The Customer may be required to temporarily suspend site activities or relocate machinery where necessary for safe installation.
- 1.4 CSL may charge additional costs where installation is delayed due to:
 - (a) lack of site access;
 - (b) unsafe working conditions; and
 - (c) unsuitable installation conditions.

2. Identification of Underground Services

- 2.1 Before CSL commences installation works, the Customer must identify and clearly mark the location of all underground services located on or near the installation site. Underground services include:
 - (a) electrical cables;
 - (b) telecommunications or fibre optic cables;
 - (c) gas lines;
 - (d) water mains;
 - (e) sewer or stormwater pipes;
 - (f) irrigation systems;
 - (g) drainage lines;
 - (h) underground fuel or oil lines; and
 - (i) any other buried services.
- 2.3 The Customer must provide CSL with all available Site plans or utility records relating to underground services.
- 2.4 CSL may rely on the information supplied by the Customer and is not required to independently verify its accuracy.

3. Damage to Underground Services

- 3.1 CSL will take reasonable care when carrying out installation works.
- 3.2 CSL shall not be responsible for damage to underground services where:
 - (a) services were not properly identified or marked by the Customer;
 - (b) incorrect or incomplete information was provided by the Customer; and
 - (c) the actual location of services differs from plans provided.

- 3.3 The Customer indemnifies CSL against any loss, damage, liability, cost or claim arising from damage to underground services caused by incorrect or missing information.
- 3.4 Where CSL incurs additional costs due to unidentified underground services, those costs may be charged to the Customer as a variation to the Price.

4. Hazardous Materials and Asbestos

- 4.1 The Customer warrants that the installation Site does not contain asbestos or hazardous materials that may pose a risk to CSL personnel.
- 4.2 If hazardous materials are discovered during installation:
 - (a) CSL may immediately suspend work;
 - (b) the Customer must arrange removal or remediation by a qualified contractor; and
 - (c) CSL may charge the Customer for any resulting delays or additional work.
- 4.3 The Customer indemnifies CSL against all claims, costs or liabilities arising from the presence of hazardous materials at the Site.

5. Installation Structure Warranty

- 5.1 Where CSL installs the Goods at the Site, the Customer warrants that the structure, surface or location where the Goods are installed is structurally sound and suitable.
- 5.2 The Customer further warrants that:
 - (a) the premises are safe for installation work; and
 - (b) all necessary approvals or consents have been obtained.
- 5.3 CSL shall not be liable for any loss or damage arising from:
 - (a) failure of the installation surface or structure;
 - (b) structural defects at the premises; or
 - (c) the Customer failing to obtain the required approvals or consents.
- 5.4 CSL may suspend installation work if the location is unsafe or unsuitable. Any resulting delays or additional work may be charged to the Customer.

Schedule C – Monitoring Terms

Crosbies Security 2025 Limited

If there is any inconsistency between this Schedule and the Master Terms of Trade, this Schedule prevails in relation to Monitoring Services.

1. Monitoring Services

- 1.1 The Monitoring Services will be provided in accordance with CSL's standard operating procedures and the Client Instruction Sheet.
- 1.2 CSL will use reasonable care and skill to monitor alarm signals and alerts transmitted from the Goods and respond in accordance with CSL's standard operating procedures and the Customer's instructions.
- 1.3 CSL will use reasonable care and skill in providing Monitoring Services through the use of third party monitoring providers.
- 1.4 The Customer acknowledges that security systems supplied or monitored by CSL may be armed or disarmed remotely using mobile applications or other access platforms.
- 1.5 The Customer is responsible for controlling and managing all users who are granted access to the system, including ensuring that only authorised persons are able to arm, disarm, or otherwise control the system.
- 1.6 The Customer must notify CSL promptly in writing of any changes to authorised users or key contacts, including where access to the system should be added, removed, or modified.
- 1.7 The Customer must ensure that CSL is provided with accurate and up-to-date contact details for nominated key contacts responsible for responding to alarm activations or system notifications.
- 1.8 CSL shall not be liable for any loss, damage, or failure of monitoring response arising from:
 - (a) inaccurate or outdated contact information provided by the Customer;
 - (b) the Customer's failure to notify CSL of changes to authorised users or contacts; or
 - (c) actions taken by any person using authorised access credentials or mobile application access granted by the Customer.
- 1.9 The Customer acknowledges that CSL may rely on the information and instructions provided by the Customer's nominated contacts and authorised users when responding to alarms or system notifications.
- 1.10 The Customer may provide CSL with written instructions specifying the procedures to be followed by CSL in responding to alarm signals, alerts or other monitoring events (the "**Client Instruction Sheet**"). The Client Instruction Sheet may include:
 - (a) alarm response procedures;
 - (b) escalation instructions;
 - (c) nominated contacts to be notified in the event of an alarm activation;
 - (d) site-specific response requirements; and
 - (e) other operational instructions relevant to the Monitoring Services.
- 1.11 CSL will use reasonable care and skill to follow the procedures set out in the Client Instruction Sheet when responding to alarm signals or monitoring events.
- 1.12 The Customer is responsible for ensuring that the Client Instruction Sheet and all nominated contact details remain accurate and up to date.
- 1.13 CSL shall not be liable for any loss or damage arising from:

- (a) inaccurate or outdated instructions provided by the Customer;
 - (b) failure of the Customer to notify CSL of changes to the Client Instruction Sheet; or
 - (c) CSL acting in accordance with the instructions provided by the Customer.
- 1.14 CSL may charge the Customer for patrol dispatches, emergency responses or technician callouts resulting from alarm activations where the Customer has elected to do so.

2. Monitoring Limitations

- 2.1 The Customer acknowledges and agrees that:
- (a) CSL does not guarantee the detection of any event or alarm signal;
 - (b) CSL does not guarantee that alerts will be received, interpreted, or responded to;
 - (c) monitoring services depend on telecommunications networks, internet connectivity, electrical supply, equipment functionality and third-party infrastructure; and
 - (d) CSL shall not be liable for theft, burglary, vandalism, fire or other criminal acts occurring at the Customer's premises.
- 2.2 CSL shall not be liable for any loss caused by:
- (a) failure to detect an alarm or alert;
 - (b) communication failure;
 - (c) equipment malfunction;
 - (d) software or server failure;
 - (e) telecommunications outages;
 - (f) internet disruption;
 - (g) power failure;
 - (h) human error; or
 - (i) delay in responding to an alert.
- 2.3 The Customer acknowledges that Monitoring Services:
- (a) are a deterrent and notification systems only and may not prevent unlawful entry, property damage or other incidents; and
 - (b) Monitoring Services provided by CSL depend on the proper operation of the Customer's security equipment, telecommunications networks, internet connectivity, electrical supply and other third-party infrastructure.
- 2.4 CSL does not warrant or guarantee that:
- (a) alarm signals or alerts will always be transmitted to or received by the Monitoring Centre;
 - (b) signals will be interpreted or responded to without delay;
 - (c) monitoring services will prevent theft, burglary, vandalism, fire or other loss; or
 - (d) emergency services or patrol response will attend within any particular timeframe.
- 2.5 CSL is not an insurer of the Customer's premises or property, and the Customer is responsible for maintaining appropriate insurance for theft, damage, business interruption and other risks.
- 2.6 CSL's obligation to monitor alarm signals shall be suspended during any period in which the communications link between the Customer's equipment and the Monitoring Centre is disrupted. CSL shall not be liable for any loss, damage or delay arising from the failure or interruption of the communications link described in this clause.
- 2.7 The Customer is responsible for ensuring that all communications services required for monitoring, including telecommunications or data services, remain active and operational.
- 2.8 The Customer acknowledges that closed circuit television cameras may not capture all events occurring within the monitored area due to camera positioning, lighting conditions, obstructions,

weather conditions, movement outside camera field of view, equipment malfunction or communication failure. CSL shall not be liable for any loss arising from failure of cameras to record or capture an incident.

3. Customer Responsibilities

3.1 The Customer must ensure that:

- (a) all security equipment connected to monitoring services remains operational;
- (b) telecommunications and data services required for monitoring remain active;
- (c) nominated contacts remain available to respond to alarm notifications.

3.2 The Customer must promptly notify CSL of any changes to:

- (a) alarm response instructions;
- (b) Authorised Contacts; and
- (c) system configuration.

4. Alarm Activations and Responses

4.1 Where monitoring detects an alarm activation or system alert, CSL may notify the Customer's nominated contacts in accordance with the Client Instruction Sheet.

4.2 CSL may also contact emergency services or security patrol providers where required by the Client Instruction Sheet.

4.3 CSL may charge additional fees for:

- (a) patrol responses;
- (b) emergency call-outs;
- (c) technician attendance; and
- (d) excessive or repeated alarm activations.

5. Suspension or Termination of Monitoring

5.1 CSL may suspend or terminate the Monitoring Services in accordance with the Default provisions of the Terms.

5.2 Upon suspension or termination of the Monitoring Services the Customer is responsible for arranging alternative monitoring if required.

LIMITED WARRANTY

Crosbies Security 2025 Limited
(CSL)

This warranty is provided subject to the CSL Master Terms of Trade (available at www.crosbies.co.nz). Terms used in this warranty have the same meaning as in the Master Terms unless expressly indicated to the contrary.

Installation Services Warranty

Subject to the exclusions below and the terms of this warranty, CSL warrants the workmanship of the Installation for any Goods supplied by CSL for a period of twelve (12) months from the date of installation.

Goods Warranty

Subject to the exclusions below and the terms of this warranty, where CSL sells Goods to the customer, CSL provides a limited warranty of thirty-six (36) months from the date of sale or installation (if applicable) covering defects in materials or components of the Goods.

Remedies

For those Goods where CSL agrees that this warranty applies, CSL may, at its option, either:

- (a) repair the defective Goods or the Installation Services; or
- (b) replace the defective Goods or the Installation Services.

Exclusions

This warranty does not cover:

- (a) damage caused to the Goods by misuse;
- (b) accidental damage;
- (b) unauthorised modification of the Goods;
- (c) normal wear and tear of the Goods;
- (d) environmental damage; and
- (e) acts of God causing damage to the Goods.

This warranty will not apply if any works or modifications are made to the Goods without CSL's prior written approval.

This warranty is personal to the customer that first purchased the Goods from CSL and is not assignable or transferable.