

ESPRIT NETWORK PTY LTD

TERMS OF TRADE & COMMERCIAL CONDITIONS

Effective Date: 1 November 2026

These Terms of Trade apply to all quotations, sales, services, equipment, programming, commissioning and works supplied by Esprit Network Pty Ltd unless alternative terms have been expressly agreed in writing.

1. SCOPE OF WORKS

All quotations, proposals, works, services, equipment supply, programming, commissioning, maintenance, cloud services and installations supplied by Esprit Network Pty Ltd ("Esprit Network") are subject to these Terms of Trade & Commercial Conditions.

Quotations are based on the scope of works, specifications, consultant documentation, drawings, authority requirements and information made available to Esprit Network at the time of pricing.

Unless expressly stated otherwise, Esprit Network provides a construct-only scope and relies upon consultant, engineer, architect, builder, authority, contractor and Customer-provided documentation.

The Customer is responsible for ensuring that all drawings, specifications, mark-ups, revisions and information supplied to Esprit Network are current, complete and suitable for their intended purpose.

Esprit Network shall be entitled to rely upon information supplied by the Customer, builder, consultant, electrical contractor, principal or other authorised Project representative.

Any works, labour, equipment, redesign, authority requirements, compliance upgrades, programming or services outside the agreed scope shall constitute a Variation.

2. VARIATIONS

Variations may be approved or directed by:

- written quotation;
- email approval;
- purchase order;
- signed variation form;
- written site instruction;
- authorised written direction; or
- verbal instruction subsequently confirmed in writing.

Esprit Network reserves the right to charge additional labour, materials, engineering, programming, recommissioning, redesign, project management and extension-of-time costs associated with Variations.

Variations may include, but are not limited to:

- consultant design changes;
- authority changes;
- Customer-requested changes;
- builder or contractor-directed changes;
- revised drawings or specifications;
- redesign works;
- return visits;

- concealed works;
- recommissioning;
- additional programming;
- troubleshooting;
- after-hours works;
- restricted access;
- incomplete documentation;
- changes in construction sequencing;
- acceleration of works;
- additional attendance; and
- attendance caused by other trades.

Where a Variation affects programme, sequencing or completion, Esprit Network shall also be entitled to a reasonable extension of time and associated reasonable costs.

3. DELAYS, SITE ACCESS & SITE READINESS

Quoted pricing is based upon uninterrupted site access, continuous workflow and reasonable site readiness.

The Customer shall ensure that the Site is reasonably ready for Esprit Network's works, including providing:

- safe and unrestricted access;
- builder readiness;
- temporary or permanent power;
- completed prerequisite works;
- network availability where required;
- weather protection;
- suitable work areas;
- access to risers, plant rooms and communications rooms;
- approved drawings and information; and
- reasonable coordination with other trades.

Delays caused by the Customer, builder, authority, consultant, other trades, network outages, restricted access, incomplete site readiness, unavailable materials, concealed works or third-party interference may result in:

- additional labour charges;
- reattendance charges;
- recommissioning costs;
- remobilisation costs;
- standby charges;
- storage charges;
- additional project-management costs; and
- extension-of-time claims.

4. SUSPENDED WORKS & NON-PAYMENT

Esprit Network reserves the right, subject to applicable contractual and statutory requirements, to suspend works where:

- accounts remain unpaid;
- progress claims are overdue;
- Site conditions are unsafe;
- access is restricted;
- required approvals or information are unavailable; or
- the Customer breaches these Terms or another applicable agreement.

A lawful suspension of works shall not constitute abandonment, repudiation, breach or default by Esprit Network.

Where works are suspended due to non-payment, delays, restricted access or Customer-related causes, Esprit Network shall, to the maximum extent permitted by law, not be liable for:

- project delays;
- commissioning delays;
- testing delays;
- occupancy delays;
- authority delays;
- trade delays;
- liquidated damages;
- backcharges;
- incomplete works;
- recommissioning delays; or
- consequential losses.

If ceilings, walls, risers, joinery, cabinetry, pathways, floors, cladding, cupboards or other building elements are closed, altered, concealed or made inaccessible during any suspension or delay period, any additional labour, reopening works, cutting, reinstatement, recommissioning, remobilisation, reattendance, fault finding or access works required upon Esprit Network's return to Site shall constitute a Variation and be chargeable.

Esprit Network shall not be liable for defects, delays, damages, concealed works, incomplete testing or backcharges arising from works altered, completed, concealed or continued by third parties during any suspension period.

5. EXCLUSIONS

Unless expressly stated otherwise in writing, quotations exclude:

- builder's works;
- patching and painting;
- core drilling;
- asbestos removal;

- civil works;
- structural works;
- switchboard upgrades;
- network infrastructure by others;
- permanent power;
- traffic control;
- scaffolding;
- elevated work platforms;
- after-hours works;
- out-of-hours authority attendance;
- IT configuration by others;
- third-party software troubleshooting;
- third-party network troubleshooting;
- internet services;
- SIM cards;
- cloud subscriptions unless specified;
- authority fees;
- certification fees by others; and
- any item not specifically included within Esprit Network's quotation.

6. NETWORKS, CLOUD SERVICES & THIRD-PARTY SYSTEMS

Esprit Network shall not be liable for failures caused by circumstances outside its reasonable control, including:

- internet outages;
- ISP failures;
- Customer network failures;
- bandwidth limitations;
- cyber incidents;
- third-party cloud outages;
- VPN issues;
- router configuration issues;
- mobile application outages;
- third-party software incompatibility;
- Customer-supplied hardware;
- electrical surges;
- power failures; or
- systems not supplied by Esprit Network.

Integration with third-party systems is provided on a reasonable-efforts basis unless specific functionality has been expressly guaranteed in writing.

Certain cloud, hosted, remote-access or mobile application services may be subject to separate subscription, licensing, hosting or support fees.

Unless expressly stated otherwise, purchase of physical Equipment does not constitute payment for unlimited or perpetual cloud hosting, mobile application services, remote support, software maintenance, third-party services or future software services.

7. WARRANTY

Warranty applies to Equipment supplied and works performed by Esprit Network under normal operating conditions.

Unless otherwise stated in writing:

- Esprit Network workmanship warranty is twelve (12) months from completion, commissioning or Practical Completion of the relevant works; and
- manufacturer warranty periods vary by product.

Warranty covers manufacturing faults in Equipment supplied by Esprit Network and installation faults attributable to works performed by Esprit Network.

Warranty does not cover:

- incorrect installation by Customer-appointed or third-party installers;
- misuse or abuse;
- accidental damage;
- vandalism;
- electrical surges;
- lightning damage;
- water ingress not caused by Esprit Network;
- third-party interference;
- Customer modifications;
- works altered by others;
- unauthorised programming;
- internet failures;
- network failures;
- power supply faults;
- consumables; or
- systems not maintained in accordance with manufacturer recommendations.

Warranty attendance outside the applicable warranty scope may incur service and attendance charges.

Where accounts are materially overdue, Esprit Network may suspend discretionary support and non-urgent service attendance to the extent permitted by law.

Nothing in these Terms excludes any statutory warranty, consumer guarantee or other right which cannot lawfully be excluded.

8. PAYMENT TERMS

Payment terms, deposits, staged claims, retention arrangements, Project milestones and commercial conditions shall be as specified within the applicable quotation, proposal, agreement, purchase order, subcontract or approved commercial submission.

8.1 Default Payment Terms

Unless otherwise agreed in writing, invoices issued by Esprit Network are payable within seven (7) days from the date of invoice.

8.2 Construction and Project Accounts

Where a quotation, subcontract, purchase order, commercial schedule or other written agreement expressly specifies different payment terms, those agreed terms shall apply.

Esprit Network may issue progress claims for:

- completed works;
- partially completed works;
- delivered Equipment;
- stored materials;
- allocated Equipment;
- Equipment ordered specifically for the Project;
- labour performed;
- programming;
- commissioning stages;
- project milestones; and
- delayed works caused by circumstances outside Esprit Network's reasonable control.

Equipment procured, allocated, programmed, assembled, manufactured, configured or stored specifically for a Project may be progress claimed prior to installation where permitted by the applicable agreement and law.

8.3 Strata Accounts

Approved strata management agency accounts may be provided with payment terms of up to thirty (30) days, where expressly approved by Esprit Network. Strata terms do not automatically apply to all strata-related work and must be expressly approved.

8.4 Residents, Fobs, Tags, Remotes & Access Credentials

Invoices relating to fobs, tags, remotes, access credentials, programming, replacement items and similar supply or service items are payable within seven (7) days unless otherwise stated. Esprit Network may withhold further supply, programming or reactivation services where amounts remain unpaid.

8.5 Deposits & Advance Payments

Esprit Network may require a deposit or advance payment for Equipment orders, imported Equipment, custom-manufactured Equipment, specially configured Equipment, large Equipment orders, new Customer accounts, Customers with unsatisfactory payment history, or works involving material upfront expenditure. The applicable requirement will be identified in Esprit Network's quotation or commercial agreement.

8.6 Interest

Interest may be charged on overdue accounts at a rate of 10% per annum, calculated from the date payment became due until payment is received in full, to the extent permitted by law.

9. OVERDUE ACCOUNTS, CREDIT HOLD & DEBT RECOVERY

If any invoice remains unpaid following written payment reminders, Esprit Network may:

- place the Customer's account on credit hold;
- decline to extend further credit;
- suspend further works;
- suspend further Equipment supply;
- suspend programming;
- suspend commissioning;
- suspend non-essential remote services;
- decline Variations or additional works;
- require payment in advance before further work is undertaken; and/or
- refer the debt to a third-party debt recovery agency, mercantile agent, solicitor or legal representative.

Where an account is placed on credit hold, no further extension of credit will be provided unless approved by an authorised representative of Esprit Network.

The Customer agrees to reimburse Esprit Network for reasonable legal costs, debt-recovery costs, mercantile fees, collection costs and enforcement expenses incurred in recovering overdue monies, to the extent recoverable under the applicable agreement and law.

Any payment arrangement regarding overdue amounts must be approved in writing by Esprit Network.

Where Esprit Network is engaged through a subcontracting chain and two or more payments, invoices or progress claims become overdue, Esprit Network may also exercise the rights set out in Clause 9A.

9A. SUBCONTRACTING, DIRECT PAYMENT & TRI-PARTITE ARRANGEMENTS

Where Esprit Network is engaged as a subcontractor, secondary subcontractor, supplier or specialist contractor and two (2) or more payments, progress claims or invoices become overdue, Esprit Network may, subject to applicable law and confidentiality obligations, directly contact the relevant principal, client, head contractor, builder, managing contractor, electrical contractor or other relevant upstream contracting party for the purpose of:

- confirming the status of the Project and unpaid claims;

- notifying that amounts owing to Esprit Network remain unpaid;
- discussing a direct-payment arrangement;
- proposing a tri-partite agreement or tri-deed;
- proposing that future amounts otherwise payable through the contractual chain be paid directly to Esprit Network; and/or
- negotiating another reasonable payment-security arrangement.

The Customer agrees to reasonably cooperate with Esprit Network in establishing any such arrangement, including by:

- providing relevant upstream contact details;
- confirming amounts properly owing to Esprit Network;
- executing reasonable authorities, directions or acknowledgements required to facilitate direct payment; and
- not unreasonably withholding consent to a commercially reasonable tri-partite payment arrangement.

Any direct-payment, tri-partite or tri-deed arrangement remains subject to agreement by the relevant upstream party and does not create any obligation on a third party that has not agreed to that arrangement.

Unless otherwise expressly agreed in writing, any direct payment received by Esprit Network shall be credited against the Customer's outstanding account and shall not constitute a novation, release or waiver of any remaining amount owing by the Customer.

Esprit Network's exercise of rights under this clause shall not limit any other contractual or statutory right available to Esprit Network, including suspension, debt recovery, adjudication, statutory payment remedies, security rights or legal remedies.

10. TITLE, RISK & PPSR

All Equipment supplied remains the property of Esprit Network until payment has been received in full for that Equipment.

Risk in Equipment passes to the Customer upon delivery to the Site, storage facility or other nominated location unless otherwise agreed in writing.

The Customer must provide a reasonably secure location for Equipment delivered to Site.

The Customer acknowledges that these Terms may create a security interest for the purposes of the Personal Property Securities Act 2009 (Cth).

The Customer agrees to provide information and assistance reasonably required by Esprit Network to register, maintain or enforce any applicable security interest on the Personal Property Securities Register.

11. PRACTICAL COMPLETION

Practical Completion shall be deemed achieved when the system or relevant works are substantially complete and capable of ordinary intended operation, notwithstanding minor defects or incomplete items which do not materially affect operation.

Occupation, beneficial use, connection to or operation of the system by the Customer, builder, tenants, residents, owners corporation, strata manager or third parties may constitute evidence of Practical Completion.

Minor defects or incomplete items identified following Practical Completion shall be treated as defect-liability items and shall not of themselves delay otherwise valid payment obligations.

12. HANDOVER DOCUMENTATION

Handover documentation may include:

- programming files;
- commissioning records;
- test reports;
- sign-off documentation;
- manuals;
- training records;
- access credentials;
- remotes;
- tags;
- fobs;
- cloud access; and
- Customer-level administrative credentials.

To the extent permitted by the applicable agreement and law, final Project handover documentation may be withheld until amounts properly due and payable in relation to the relevant Project have been paid.

This clause does not require Esprit Network to release proprietary, OEM-controlled, manufacturer-restricted or confidential information described elsewhere in these Terms.

13. PROPRIETARY SYSTEMS, OEM SOFTWARE & THIRD-PARTY ACCESS

Certain systems, software platforms, programming tools, backend services, cloud services, commissioning utilities, firmware utilities, databases, installer credentials, administrative access methods, integration tools and configuration methodologies utilised by Esprit Network may be proprietary, licensed, OEM-controlled, manufacturer-controlled, confidential or subject to third-party licensing agreements.

The Customer acknowledges that:

- Esprit Network may act as an authorised integrator, distributor, OEM provider or licensed service provider;
- certain software tools, backend systems, programming utilities, databases, firmware tools, installer credentials, administrative access methods and integration systems are proprietary and confidential; and
- access to such systems may be restricted by manufacturer agreements, OEM obligations, licensing requirements, cybersecurity requirements or commercial confidentiality obligations.

Accordingly, Esprit Network shall not be obligated to release, disclose, transfer or provide:

- proprietary programming software;
- backend administrative access;
- OEM installer credentials;
- firmware tools;
- encryption keys;
- database structures;
- proprietary configurations;
- cloud ownership access;

- commissioning methodologies;
- manufacturer-restricted utilities; or
- confidential integration documentation

to third-party contractors, competing integrators, maintenance providers, consultants, strata managers, owners corporations or unrelated parties unless otherwise agreed in writing.

Any third-party takeover, migration, recommissioning, reverse engineering, database extraction, transition assistance, reconfiguration or transfer services requested by the Customer may be subject to:

- separate written agreement;
- engineering fees;
- migration fees;
- licensing approvals;
- manufacturer approvals; and/or
- administrative charges.

Esprit Network shall not be liable for defects, failures, cybersecurity issues, loss of functionality, warranty issues, cloud issues, programming issues, configuration issues or operational failures arising from works altered, accessed, reconfigured or modified by third parties not authorised by Esprit Network or the applicable manufacturer.

Nothing in this clause prevents the Customer from using the installed system for its ordinary intended operation following payment in full.

13A. OWNERSHIP OF INSTALLED EQUIPMENT & PROPRIETARY SYSTEMS

Upon payment in full of amounts properly owing in relation to the relevant Equipment, ownership of physical installed Equipment supplied by Esprit Network shall transfer to the Customer unless otherwise specified in writing.

However, proprietary systems, backend services, cloud platforms, OEM software tools, firmware utilities, databases, configuration methodologies, programming structures, commissioning methods, installer-level access credentials, integration logic and administrative systems utilised by Esprit Network may remain proprietary, licensed, confidential, manufacturer-controlled or subject to third-party licensing restrictions.

Nothing in these Terms requires Esprit Network to release, disclose, transfer or provide:

- proprietary programming tools;
- backend administrative access;
- OEM installer credentials;
- firmware utilities;
- encryption keys;
- proprietary software;
- confidential databases;
- commissioning methodologies;
- proprietary configurations; or
- restricted manufacturer tools

unless otherwise agreed in writing.

Unauthorised third-party access, modification, reverse engineering, migration or reconfiguration may void applicable warranties, affect system functionality, breach manufacturer licensing requirements, compromise cybersecurity protections or restrict future support services.

14. RETENTION

Retention amounts shall only apply where expressly agreed in writing before commencement of the relevant works.

Any agreed retention arrangement should identify:

- the applicable retention percentage;
- the maximum retention amount;
- applicable release milestones; and
- the final release date or event.

Where retention applies, Practical Completion and Project handover may occur notwithstanding that a legitimate agreed retention amount remains held.

Agreed retention amounts shall be payable in accordance with the relevant contract, commercial agreement and applicable law.

15. SUPPLY CHAIN & PRICE ESCALATION

Quoted pricing is based on supplier pricing, freight costs, exchange rates and material availability at the time of quotation.

Where permitted under the applicable contract, Esprit Network reserves the right to adjust pricing for material cost impacts caused by:

- supplier increases;
- freight increases;
- exchange-rate fluctuations;
- discontinued products;
- material shortages;
- authority changes;
- compliance changes; or
- delays outside Esprit Network's reasonable control occurring after quotation acceptance.

Where reasonably practicable, Esprit Network will notify the Customer of material pricing changes before affected Equipment is ordered or supplied.

16. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Esprit Network shall not be liable for indirect loss, consequential loss, loss of profit, loss of revenue, occupancy delays, liquidated damages, backcharges, builder delays, authority delays, third-party failures, network outages or Customer-caused delays to the extent such loss was not directly caused by a breach for which Esprit Network is legally liable.

To the maximum extent permitted by law, the total aggregate liability of Esprit Network arising out of or in connection with the relevant quotation, agreement, works or services shall not exceed the total amount paid to Esprit Network for the relevant works or services giving rise to the claim.

Nothing in these Terms excludes, restricts or modifies any right or liability which cannot lawfully be excluded, restricted or modified.

17. FORCE MAJEURE

Esprit Network shall not be liable for failure or delay in performance caused by events outside its reasonable control, including acts of God, flood, fire, pandemic, industrial action, supplier shortages, shipping delays, authority delays, utility outages, material shortages, civil unrest, war or other events beyond Esprit Network's reasonable control.

Where such an event occurs, Esprit Network shall be entitled to a reasonable extension of time.

18. THIRD-PARTY CONTRACTS, PURCHASE ORDERS & ORDER OF PRECEDENCE

No purchase order, subcontract, work order, head contract, portal condition, procurement condition or other document issued by the Customer shall amend, replace or override these Terms or Esprit Network's quotation merely by being issued to Esprit Network.

Where Esprit Network expressly agrees in writing to enter into a Customer or third-party contract, the terms of that contract shall apply to the extent expressly accepted by Esprit Network.

Any written departures, special conditions, exclusions or amendments expressly agreed by Esprit Network in relation to a third-party contract shall take priority over inconsistent provisions of that contract.

Esprit Network shall not be bound by any head contract, upstream contract or other third-party document merely because it is referred to or incorporated by reference unless:

1. a complete copy has been provided to Esprit Network; and
2. Esprit Network has expressly agreed in writing to be bound by the relevant provisions.

Acceptance of a purchase order does not constitute acceptance of additional or inconsistent purchase-order terms unless expressly accepted by Esprit Network in writing.

Commencement of works, ordering of Equipment, attendance on Site, mobilisation or performance of Services shall not by itself constitute acceptance by Esprit Network of additional Customer terms which were not previously disclosed and expressly accepted.

Only a Director or other person expressly authorised by Esprit Network may approve material amendments to Esprit Network's commercial conditions, including indemnities, unlimited liability, liquidated damages, retention, extended warranties, intellectual-property transfers, parent-company guarantees, unusual security requirements, extended payment terms or additional contractual obligations.

Nothing in a third-party contract shall exclude or restrict statutory rights available to Esprit Network which cannot lawfully be excluded or restricted.

19. GOVERNING LAW & DISPUTES

These Terms and any agreement between the Customer and Esprit Network shall be governed by the laws of New South Wales, Australia, unless another jurisdiction has been expressly agreed in writing.

Subject to applicable statutory rights and requirements, the parties submit to the jurisdiction of the courts and tribunals of New South Wales.

Nothing in this clause prevents Esprit Network from exercising any statutory progress payment, adjudication, suspension, debt-recovery, security or other remedy available under applicable law.

20. ACCEPTANCE

Acceptance of an Esprit Network quotation may occur by:

- signed acceptance;
- purchase order;
- email approval;
- written instruction;
- authorised site instruction;
- payment of a deposit;
- instruction to order Equipment; or
- instruction to commence the agreed works.

Acceptance of an Esprit Network quotation constitutes acceptance of these Terms of Trade & Commercial Conditions except to the extent that different terms have been expressly agreed in writing by Esprit Network.

These Terms apply together with the applicable Esprit Network quotation, proposal, scope of works, Variation, commercial schedule, Supply and Installation Agreement and any other document expressly incorporated by agreement.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue to apply to the maximum extent permitted by law.

A failure or delay by Esprit Network in exercising a right under these Terms does not constitute a waiver of that right.