

## CONDUCTOR HUB PTY LTD

### STANDARD GUARANTEE AND INDEMNITY

This document supplements the installation guide provided with the purchase of the Unit. The Purchaser must comply with all relevant licensing and legislative requirements regarding installation of the Unit.

In these standard terms ("Standard Terms"):

**Claim** means in relation to any person, a claim, action or proceeding, judgement, damage, loss, cost, expense or liability incurred by or to or made or received by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

**Conductor Hub** means Conductor Hub Pty Ltd ACN 618 843 342.

**Confidential Information** means this Contract and any and all Conductor Hub information made available to the Purchaser with any information that concerns the business, operations, finances, plans or customers of the Conductor Hub disclosed to or acquired by the Purchaser (including any information derived from such information), but does not include information which is or becomes public knowledge other than by a breach of this Contract.

**Contract** means this entire contract between Conductor Hub and the Purchaser.

**Intellectual Property** means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property rights.

**Installer** means the Purchaser or any contractor engaged by the Purchaser to assist with or completing the installation of the Unit, who holds the necessary licence to install the Unit.

**Order** means a document entitled "Tax Invoice", "Purchase Order" or "Service Order", which is issued by Conductor Hub to the Purchaser for the purchase and supply of the Unit and any associated products.

**Purchaser** means the party (whether an individual or a corporate entity) which places an Order.

**Unit** means the conductor hub product as described in the installation booklet and includes lid assemblies whether sold with or separately to the conductor hub product.

#### 1) INTELLECTUAL PROPERTY

- a) The Purchaser acknowledges that Conductor Hub owns all Intellectual Property in any specifications, technical data, drawings, designs and other materials provided by Conductor Hub for an Order ("Conductor Hub Intellectual Property");
- b) The Purchaser must take any action required by Conductor Hub to give effect to or confirm Conductor Hub's ownership of Conductor Hub Intellectual Property;
- c) The Purchaser must not copy Conductor Hub Intellectual Property except to the extent necessary to perform installation of products contained in the Order;
- d) The Purchaser must, on the request of Conductor Hub, immediately return Conductor Hub Intellectual Property or Confidential Information and any copies of it;
- e) The Purchaser must restrict access to the Conductor Hub Intellectual Property or Confidential Information to such of its contractors or employees who need to know it for installation and use of the Unit, and to enforce, at its own expense, any obligation owed to it by its own employees not to disclose any information received by them; and
- f) The Purchaser must not use Confidential Information disclosed to it under this Order for any purpose other than the purpose of installation of the Unit.

#### 2) DRAWINGS, SPECIFICATIONS AND DESIGNS

- a) If any specifications, technical data, drawings, designs and other materials for an Order ("Developed Intellectual Property") are prepared by Conductor Hub, its employees or any other person, the Purchaser must assign all Intellectual Property rights in these to Conductor Hub, and take any action required by Conductor Hub to give effect to this clause, including obtaining any assignment from its employees or a third party; and
- b) The Purchaser must not copy or use any Developed Intellectual Property for any purpose other than to install products subject of the Order.

#### 3) LIABILITY & INDEMNITY

- a) The Unit is compliant and compatible with the requirements of AS/NZS3000:2007 and the installation instructions provided are a guide only. The Installer must ensure they comply with licensing requirements of installation. Conductor Hub is not liable for any loss or damage suffered by the Purchaser as a result of defective, incorrect or incomplete installation of the Unit;
- b) Notwithstanding anything contained in the Contract, Conductor Hub is not liable for any Claim for or in relation to damage, loss, personal injury, property damage, consequential loss, whether arising from negligence, breach of Contract, action in tort or otherwise in connection with or arising out of or in any way related to, whether directly or indirectly, the installation of the Unit, the provision or use of the goods under the Order, or any condition, covenant, warranty, obligation or liability arising under the Order; and
- c) To the extent permitted by law, the Purchaser must indemnify and keep indemnified Conductor Hub and its employees, directors, contractors and agents from and against all losses, damages, costs, charges, expenses, fines, penalties and liabilities arising out of or in connection with the installation of any products of Conductor Hub or terms of this Contract by the Purchaser or the Purchaser's personnel, including contractors engaged directly or indirectly by the Purchaser or any wilful misconduct or negligent act or omission of the Purchaser or the Purchaser's personnel.

#### 4) GUARANTEE

- a) The guarantee on any materials provided or associated with the contract shall become void if:
  - i) The Purchaser fails to sufficiently maintain any associated work performed by Conductor Hub, or fails to sufficiently maintain any products supplied by Conductor Hub; or
  - ii) There occurs misuse or use by the Purchaser in a manner other than that intended or specified by Conductor Hub of any work, or misuse or use other than that intended or specified by Conductor Hub of materials supplied by Conductor Hub; and
  - iii) Under Schedule 2 Section 64A of the Competition and Consumer Act 2010 (Cth) the liability of Conductor Hub for failing to comply with a guarantee and for supply of defective goods or services is limited to one or more of the following:
    - (1) Replacement of materials or the supply of equivalent materials;
    - (2) Repair of materials;
    - (3) Payment of the cost of replacing the materials or acquiring equivalent materials; and
    - (4) Payment of the cost of having the materials repaired.
- b) Conductor Hub warrants that all goods will comply with and operate under their specifications and be free from any design, manufacturing and/or material defect affecting the goods for 12 months commencing on the date the Unit is delivered to the Purchaser.



demand compliance ⚡ ensure safety

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ACN: 618 843 342

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