



AGREEMENT FOR MAINTENANCE OF LIFTS

Schindler Lifts Australia Pty Ltd



Schindler

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2.0 Duration

2.1 This Agreement shall commence once signed by both parties and shall apply until terminated pursuant to clause 13.

3.0 Supply of Services

3.1 In return for the payment set out in Clause 4, the Subcontractor shall perform on-site service to such lift machinery located within the Designated Area as directed by Schindler.

3.2 The Subcontractor shall comply with the written directions given by Schindler in respect of the following matters :

- a) the location of the premises to be attended and the lift machinery to be serviced;
- b) the amount and scope of service to be performed; and
- c) the times at which the service is to be commenced and completed.

4.0 Payment

4.1 Schindler shall pay to the Subcontractor the following amounts by way of remuneration for the performance of the services as stated in schedule 1.

4.2 All invoices shall specify the amount of of GST payable, an invoice number, invoice date, purchase order number, job number, site address and description of services rendered.

4.3 All invoices shall be paid within 30 days of receipt, unless queried or rejected. Such queries or rejections shall not be unreasonable and payment shall be mad promptly upon their resolution.

4.4 The parties shall at the time of Schindler giving directions to the Subcontractor pursuant to clause 3.2, or in any case no later than two business days prior to the time for commencement of the services contained in the direction, endeavor to agree upon a reasonable amount for the remuneration of the performance of those services by the Subcontractor. If the parties cannot agree upon such amount within the specified time then Schindler shall be entitled to engage an entity other than the Subcontractor to perform the services requested in that direction.

4.5 The Subcontractor to receive payment will submit the required service report and the Subcontractor invoice within 30 days of chargeable call. These are required to be attached.

5.0 Procedures

5.1 The Subcontractor shall perform the services in accordance with the procedure and method established by Schindler and communicated to the Subcontractor by written direction or by training provided by Schindler.

5.2 Schindler may issue, amend and update, a manual setting out the procedures to be followed by the Subcontractor in carrying out service on lift machinery, including safety procedures.

6.0 Performance

6.1 Schindler may at any time and without notice to the Subcontractor arrange to supervise and/or inspect the performance of the services by the Subcontractor for the purpose of ascertaining the quality of such work and the Subcontractor's compliance with this Agreement. The Subcontractor shall cooperate with, and render reasonable assistance to, Schindler for this purpose.

7.0 Spare Parts

7.1 Where the Subcontractor considers it necessary to replace components of lift machinery serviced pursuant to this Agreement the Subcontractor shall obtain all such replacement parts from Schindler.

8.0 Tools and Equipment

8.1 Schindler shall supply the Subcontractor with such specialised tools and equipment as are peculiar to the performance of the services. All other tools and equipment required to perform the services shall be provided by the Subcontractor.

8.2 Title to all tools and equipment provided by Schindler to the Subcontractor shall at all times remain with Schindler. The Subcontractor shall return all such tools and equipment in accordance with the written request of Schindler.

8.3 The Subcontractor shall be responsible for :

- a) the regular maintenance of;
- b) the protection from theft, fire and other causes of damage or destruction; and
- c) any loss or damage suffered by Schindler, whether direct or consequential, resulting from the incorrect operation by the Subcontractor or any other person of.

8.3.4 any tools or equipment provided by Schindler to the Subcontractor remaining unreturned to Schindler.

9.0 Employees

9.1 Under no circumstances shall the Subcontractor use any Sub-Subcontractor, agent or employee in the provision of the services without the written consent to Schindler.

10.0 Confidentiality

- 10.1 The Subcontractor agrees that during the course of this Agreement it may become acquainted with or have access to confidential information, including lift machinery designs and technical data, marketing and financial information and customer lists, and agrees that both during and after the term of this Agreement to maintain the confidential information and to prevent its unauthorised disclosure to or use by any other person without Schindler's consent.
- 10.2 Nothing in this Agreement shall impose an obligation on the Subcontractor with respect to maintaining confidence regarding information which is generally known or available by publication, commercial use or otherwise than as a result of a breach by the Subcontractor of its obligation under this clause.

11.0 Insurance

- 11.1 The Subcontractor shall effect all insurance required to be effected by it by law. Without limiting generality of the foregoing, the Subcontractor shall arrange all necessary insurance with respect to its employees under the provisions of any relevant workers compensation legislation, and shall if required by Schindler produce evidence of such insurance from time to time.

12.0 Restraint

- 12.1 The Subcontractor agrees with Schindler that he shall not, without the prior written approval of Schindler, for a period of 12 months after the termination of this Agreement, either personally or by his agent, or by letters circulars or advertisements, whether on his own account, or on behalf of any person, firm or company, canvass or solicit business with or in any way interfere with any person or company who shall at any time during the period of this Agreement have been a customer of Schindler.

13.0 Termination

- 13.1 Either party may by written notice terminate this Agreement if :
- a) the other party does not comply with this Agreement and fails to so comply within 14 days of receiving a notice specifying such lack of compliance;
 - b) the other party enters into a deed of arrangement or an order is made for it to be wound up;
 - c) the other party is declared bankrupt;
 - d) if a receiving or receiver/manager is appointed to the other party;
 - e) if judgment is entered against the other party for a sum in excess of \$20,000 and same remains unsatisfied or unappealed for a period of 21 days.

- 13.2 Schindler may terminate this Agreement at any time and without notice should the Subcontractor, its employees, or agents be guilty of any dishonesty, serious misconduct or serious neglect of duty, or refuse to comply with any reasonable instructions or directions given by Schindler.
- 13.3 Upon the termination of this Agreement for any reason the Subcontractor shall leave with Schindler all records, books and other documentation and things pertaining to this Agreement and any equipment or tools then remaining unreturned to Schindler by the Subcontractor.
- 13.4 The Parties agree that Schindler may terminate this Contract at will by giving one month's Notice to the subcontractor and that the subcontractor shall be entitled to a maximum amount of one month's payment based on the average of the previous three months billing.

14.0 Liability/Indemnity

- 14.1 The Subcontractor shall be responsible for and shall indemnify Schindler against liability for all loss, damage or injury to persons or property caused by the Subcontractor or its employees or agents, and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by Schindler in respect of any such loss, damage or injury shall be made good at the Subcontractor's expense and may be deducted from any moneys due or becoming due to the Subcontractor. Such indemnity shall extend (without limiting the generality of the foregoing) to any costs, damages, loss or liability incurred by Schindler by virtue of any injury or disability suffered by any employee, agent or Sub-Subcontractor of the Subcontractor arising however.

15.0 Not to Misrepresent

- 15.1 The Subcontractor shall not without the written consent of Schindler make any representations or warranties about the services, the lift machinery or any other matter related to Schindler's business other than that which is strictly necessary in the performance of the services.

16.0 Relationship of Parties

- 16.1 Nothing contained herein shall constitute a relationship of partnership or employer and employee between the parties and it is the express intention of the parties that any such relationships are denied.

17.0 Assignment

- 17.1 The Subcontractor shall not transfer, whether in whole or part, the benefit of this Agreement or any rights or obligations hereunder, without the prior written consent of Schindler.

18.0 Governing Law

18.1 This Agreement shall be governed by the construed in accordance with the laws of the State in which the Subcontractor is located and the parties agree to submit to the jurisdiction of the Courts and the tribunals of that State.

19.0 Dispute Resolution

19.1 Any dispute or difference arising in connection with this Agreement shall be submitted to arbitration in accordance with the Commercial Arbitration Act 1990. During such arbitration both parties may be represented by a duly qualified legal practitioner.

20.0 Notices/Direction

20.1 All notices and consents required or permitted to be given under this Agreement shall be in writing and given by personal service, prepaid postage, facsimile transmission or telex transmission at the address of the parties set out in this Agreement or to such other address as either party may designate by written notice.

20.2 Any direction, request or notification which may be made or given by Schindler to the Subcontractor shall be treated as validly and effectively made by any person, firm or company nominated by Schindler and notified to the Subcontractor.

21.0 Severability

21.1 If any provision of this Agreement should be held to be invalid in any way or unenforceable, the remaining provisions shall not in any way be effected or impaired thereby, and this Agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

22.0 Execution

IN WITNESS WHEREOF the parties hereto have executed this Agreement

on the _____ day of _____ 20_____

Issued by and on behalf of the Contractor

Signed for and on behalf of the Subcontractor

Signatory_____

Authorised Signatory_____

Name_____

Name_____

Occupation_____

Occupation_____

SCHEDULE 1

1) Name and Address of Subcontractor :

2) Designated Area :

3) Retainer : \$

4) Call Fee : \$ _____

During 7 am - 5 PM _____

After Above Hours _____

Note : All after hours calls are paid in a four hour block. Payment is inclusive of all time up to and part there of 4 hours. If the after hours call location is returned to within four hours of leaving the location, the initial call fee singularly applies.
