

Frame Subcontracting Agreement for Installation and Modernisation Services - General Terms and Conditions

Dated **[insert date]**

Parties

Schindler Lifts Australia Pty Ltd
ABN 19005838773
(Schindler)

and

[insert subcontractor entity]

(Subcontractor)

Table of Contents

1.	Purpose and Effective Date	3
2.	The Scope and Place of Services	3
2A	Schindler Equipment.....	3
3.	Safety, Health and Quality Assurance.....	4
3A.	Certification, Licensing and Registration	5
4.	Deadlines for Implementation	5
5.	Acceptance.....	5
6.	Additional Obligations of the Subcontractor	6
7.	Inspection Rights	7
8.	Warranty.....	8
9.	Remuneration and Payment Terms	8
10.	Representations and Warranties.....	9
11.	Liability and Limitation of Liability.....	9
12.	Term and Ordinary Termination.....	10
13.	Termination	10
14.	Consequences of Termination	10
15.	Survival.....	11
16.	Confidentiality	11
17.	Intellectual Property	12
18.	Data Protection.....	12
19.	Insurance.....	12
20.	Set-off.....	12
21.	No Waiver.....	12
22.	Force Majeure	12
23.	Novation	13
24.	Notices	13
25.	Publicity	13
26.	Changes and Amendments to this Agreement.....	13
27.	Entire Agreement, Order of Precedence	13
28.	Severability	13
29.	Disputes, Governing Law and Jurisdiction	13
30.	Definitions and Interpretation	14

1. Purpose and Effective Date

- 1.1. Schindler has requested, and the Subcontractor has agreed to perform the Services in accordance with the terms and conditions of this Agreement and in fulfilment of Schindler's contract with the Principal to perform services of which the Services form part.
- 1.2. Subject to **Clause 1.3**, the effective date of this Agreement shall be the date that this Agreement is executed by the Subcontractor ("**Effective Date**").
- 1.3. In the absence of a written acceptance or signed agreement by the Subcontractor, the commencement of the Services by the Subcontractor shall be deemed an acceptance by the Subcontractor of the terms of this Agreement between the Parties and a contract shall be formed upon the terms and conditions of this Agreement. In such circumstances, the Commencement Date shall be deemed the Effective Date.

2. The Scope and Place of Services

- 2.1. The scope, place, commencement and completion dates, hours of work and any other special instructions relating to the Services are as defined and specified in the Project Agreement.
- 2.2. Schindler has the right, but not the obligation, to subcontract Services to the Subcontractor on the terms and conditions of this Agreement.
- 2.3. The Subcontractor shall:
 - (a) perform the Services:
 - (i) as an independent subcontractor;
 - (ii) in a careful and professional manner;
 - (iii) in accordance with this Agreement and all Legislative Requirements, Approvals, the Building Code and standards applicable to the Services; and
 - (iv) in accordance with any directions from Schindler; and
 - (b) provide all labour, tools and equipment required for the execution and completion of the Services (except for specialist equipment (e.g. Inex Tool Kit) which may be supplied by Schindler and if supplied, must be used as defined in the installation method).
- 2.4. The Parties acknowledge and agree that the workers and agents shall remain employees of the Subcontractor for the duration of the Agreement. Schindler is not obliged to give instructions or orders to the Subcontractor's fitters. However, the Subcontractor is obliged to ensure at its own cost that orderly behaviour is maintained on the Site in accordance with any instructions or directions issued by Schindler, the site management, installation chief or anyone acting on behalf of the Principal.
- 2.5. The Subcontractor is not authorised by Schindler to and must not proceed to perform any Services without a Project Agreement or to perform any services which lie outside the specified scope of Services as set out in the Project Agreement. The Subcontractor acknowledges that, if the Subcontractor carries out any such services in contravention of this **Clause 2.5**:
 - (a) the Subcontractor does so at its own risk and indemnifies Schindler from and against all claims arising from, or in connection with such services; and
 - (b) Schindler is not required make any payments to the Subcontractor for those services.

2A Schindler Equipment

- 2A.1 Schindler may, but not the obligation, to provide the Subcontractor with tools, equipment (such as but not limited to specialist equipment such as Inex Tool Kit) and/or Schindler IT Assets required for the execution and completion of the Services (**Schindler Equipment**).
- 2A.2 Schindler does not make any representation or warranty with respect to the condition, quality, fitness or suitability of the Schindler Equipment.
- 2A.3 Schindler Equipment serve as a business tool and are provided to the Subcontractor to carry out the business of Schindler.
- 2A.4 The Subcontractor must use the Schindler Equipment appropriately in view of their purpose and must only store any Schindler business data on Schindler IT Assets in a safe, orderly and reproducible manner, following applicable guidelines and ensuring that it is and remains available to Schindler for authorised use. The applicable guidelines are included in Schindler's IT Usage Rules for External IT Users which will be supplied to the Subcontractor if Schindler Equipment is provided to the Subcontractor.
- 2A.5 The Subcontractor must not use the Schindler Equipment for non-Schindler related purposes.
- 2A.6 The Subcontractor, upon reasonable notice, must produce the Schindler Equipment for inspection by Schindler.
- 2A.7 At the termination or sooner determination of this Agreement, the Subcontractor must deliver the Schindler Equipment to Schindler as directed in writing in the same good order and repair and condition which it was provided (subject to fair wear and tear) so that the Schindler Equipment is at all times capable of being operated fully and efficiently for the purpose for which they were intended. Acceptance of the Schindler Equipment by Schindler does not constitute a waiver of Schindler's rights under this Agreement.
- 2A.8 If the Subcontractor fails to deliver up the Schindler Equipment to Schindler in accordance with clause 2A.7, the Subcontractor must by way of liquidated damages pay a sum equal to 1% of the Remuneration for every day the Schindler Equipment is returned late up to and including the date which the Schindler Equipment is returned. The Parties acknowledge and agree that the rate of liquidated damages stated in in this clause is a genuine pre-estimate of Schindler's loss arising out of the Subcontractor's failure to comply with clause 2A.7.
- 2A.9 On return or repossession of the Schindler Equipment on the expiry or termination of this Agreement, at Schindler's discretion, the Subcontractor must pay to Schindler the cost of placing the Schindler Equipment in good condition (including good order and mechanically sound condition) fair wear and tear expected and subject to the condition which it was provided to the Subcontractor) in which they should have been kept.

2A.10 In the event of substantial loss or destruction of the Schindler Equipment by the Subcontractor or its employees, subcontractors or agents, the Subcontractor must pay to Schindler the cost of replacing the Schindler Equipment with the same or similar Schindler Equipment.

3. Safety, Health and Quality Assurance

3.1. Before rendering any Services under this Agreement, the Subcontractor must:

(a) obtain, and must procure its workers and agents to obtain, a certification from Schindler; or

(b) demonstrate to Schindler that the Subcontractor and its workers and agents hold current certification from Schindler,

which certifies that they fulfil Schindler's requirements regarding safety, health and quality as assessed by Schindler. The Subcontractor must not permit any of its employees, subcontractors or agents to render any Services under this Agreement without such certification.

The Subcontractor certification / fitter capability process, as amended from time to time by Schindler, is depicted in **Annex 1 (Workflow – Subcontractor Certification / Fitter Capability)**.

The Subcontractor shall ensure that the Services are, at all times, performed in accordance with Schindler's safety, health and quality requirements, instructions for new installation services and Schindler's **Safety Golden Rules and Safety NO-GO's, Annex 2** as amended by Schindler from time to time.

3.2. In rendering any Services under this Agreement, the Subcontractor shall refrain and shall cause its workers and agents to refrain from any practice likely to cause danger or pose a health and safety risk to the Subcontractor's or Schindler's workers and agents, the Principal or any other third party.

3.3. At its own cost, the Subcontractor shall have its workers and agents who are rendering Services under this Agreement attend safety related trainings and site induction (including any induction or training required by Schindler or the Principal) and comply with all directions and instructions issued by Schindler. Failure by the Subcontractor to fulfil this obligation is deemed a material breach of this Agreement.

3.4. The Subcontractor indemnifies Schindler for any loss or damage suffered by Schindler in connection with any general safety violation or NO-GO violation attributable to the Subcontractor or any of its employees, subcontractors or agents.

3.5. Notwithstanding anything to the contrary in this Agreement and without limiting any other right or remedy that Schindler may have under this Agreement or at law, if the Subcontractor or its employee, subcontractor or agent commits a general safety violation or NO-GO violation, Schindler may:

(a) suspend the Services at the Subcontractor's cost;

(b) suspend payment under this Agreement;

(c) remove the respective Subcontractor's employee from the Site;

(d) impose penalties; or

(e) terminate this Agreement in accordance with **Clause 13 (Termination)**.

3.6. Prior to commencing the performance of the Services, the Subcontractor shall designate and notify Schindler in writing of a safety and health representative for the Site. The Subcontractor's safety and health representative shall be knowledgeable about the project's potential hazards and shall have full authority to act on behalf of the Subcontractor. The Subcontractor's safety and health representative shall conduct regular inspections of the Site to identify and correct any non-compliances with the safety and health requirements in accordance with this Agreement. The Subcontractor's safety and health representative shall record the findings of the inspections in accordance with the **EHS211 F1 Install-Mods Site Inspection Checklist** (copy which has been provided to you on commencement of this Agreement) and as amended from time to time by Schindler.

3.7. The Subcontractor shall comply with, and ensure its workers comply with the **EHS Management Plan** which is to be produced and submitted by the Subcontractor for each Site. Such compliance may include the production of safe work method statements and other risk assessments.

3.8. The Subcontractor shall upon reasonable notice allow Schindler and the Principal to monitor and audit the Services and to conduct surveillance and tests on the Services at any time and without notice. The Subcontractor shall provide Schindler and the Principal access to the Site as may be required for Schindler and the Principal to carry out such audits, surveillance and tests under this **Clause 3.8**. Such audits, surveillance and tests shall not relieve the Subcontractor of any of its obligations under this Agreement (including to provide the Services at the agreed level of quality and by the Completion Date, to independently control the safety of the new installations and to comply with Legislative Requirements).

3.9. Without limiting the Subcontractor's obligations under **Clause 3**, the Subcontractor must:

(a) comply with the WHS Legislation including obligations relating to designers, manufacturers and suppliers of plant and structures, preparing, providing and obtaining safe work method statements, ensuring the use of personal protective equipment, ensuring the appropriate safety training for its employees and subcontractors, undertaking risk assessments and preparing and maintaining a Site specific occupational health and safety management plan;

(b) perform the Services in a manner which ensures Schindler and the Principal are not in breach of the WHS Legislation;

(c) comply with and ensure that its employees and subcontractors comply with any reasonable direction or requirements of Schindler, the Principal and the Principal Contractor in relation to health and safety at the Site (regardless of whether those requirements are expressly set out in this **Clause 3** or generally in this Agreement);

(d) provide Schindler with access to such records as may be necessary to establish the Subcontractor's compliance with its obligations under **Clause 3**; and

(e) immediately inform Schindler in writing of all incidents, injuries or risks to health and safety affecting or likely to affect any person employed or engaged by Schindler in the performance of the Services or any third party visiting or attending the Site.

- 3.10. The Subcontractor acknowledges that the Services may include specialist work or services which involve the Subcontractor's specialist knowledge and skills (if applicable), and Schindler relies on the Subcontractor's specialist knowledge and skills to ensure such specialist work or services are carried out in a safe manner.

3A. Certification, Licensing and Registration

- 3A.1. On or before the Effective Date and as requested by Schindler from time to time, the Subcontractor must provide to Schindler, and must procure its workers and agents to provide to Schindler, evidence that the Subcontractor and its workers and agents are appropriately accredited, authorised, licensed and registered (as applicable and as may be required from time to time under Legislative Requirements for the categories, classes or occupations of which the Services being performed under this Agreement form part) to perform the Services (or any part thereof) (**Licensed**).
- 3A.2. If, at any time during the term of this Agreement the Subcontractor or any of its employees or agents become aware of any act, matter, issue or thing that affects or may affect an accreditation, authorisation, licence and registration provided and maintained under **Clause 3A.1** (including any change to the corporate structure of the Subcontractor, the Subcontractor's engagement of any new employees, subcontractors or agents to perform the Services or the cancellation, expiry or invalidation of any accreditation, authorisation, licence and registration of the Subcontractor, its employees, subcontractors or agents or any third party), the Subcontractor must immediately:
- (a) notify Schindler in writing;
 - (b) do all things necessary to enable the Subcontractor to continue performance of the Services lawfully and without delay to the completion of the Services by the Completion Date, including:
 - (i) obtaining current and valid accreditation, authorisation, licence and registration (as applicable and as may be required from time to time under Legislative Requirements for the categories, classes or occupations of which the Services being performed under this Agreement (or part thereof) form part) to enable the Subcontractor to continue performing the Services; and
 - (ii) ensuring that any new employees, subcontractors or agents engaged by the Subcontractor to perform the Services are Licensed;
 - (c) if required by a Legislative Requirement (including where the Services cannot be performed without current and valid accreditation, authorisation, licence and registration), suspend the performance of the Services until the Subcontractor and its workers and agents are Licensed; and
 - (d) provide Schindler with evidence of any accreditation, authorisation, licence and registration obtained under **Clause 3A.2(b)**.

For the avoidance of doubt, the Subcontractor is not entitled to any costs or extensions of time as a result of a suspension under **Clause 3A.2(c)**.

- 3A.3. The Subcontractor indemnifies Schindler and any of its affiliates or related bodies corporate against any loss or damage suffered as a result of or in connection with a breach of **Clause 3A** or non-compliance with the applicable Legislative Requirements by the Subcontractor or its employees, subcontractors or agents.

4. Deadlines for Implementation

- 4.1. The Subcontractor must:
- (a) commence performance of the Services on the Commencement Date;
 - (b) on and from the Commencement Date, proceed with the Services with due expedition and without delay; and
 - (c) complete performance of the Services by the Completion Date.
- 4.2. Subject to **Clause 4.3**, if the Subcontractor fails to perform the Services in accordance with this Agreement by the Completion Date, the Subcontractor must pay Schindler liquidated damages at the rate of 10% of the Remuneration for every day for the period commencing on the Completion Date up to and including the date which is the earlier of:
- (a) the Date of Completion; and
 - (b) the date this Agreement is terminated.

The Parties acknowledge and agree that the rate of liquidated damages stated in the Project Agreement is a genuine pre-estimate of Schindler's loss arising out of the Subcontractor's failure to perform the Services by the Completion Date and the payment of liquidated damages shall not limit Schindler's right to enforce any other remedy which it may have under this Agreement or otherwise at law or to claim loss or damage in excess of any liquidated damages paid by the Subcontractor to Schindler under this Agreement.

- 4.3. Subject to the Subcontractor's strict compliance with its notice obligation under **Clause 4.4** and in the event that completion of the Services is delayed due to a Force Majeure event or due to Schindler's negligence, Schindler may in its sole discretion grant the Subcontractor an extension of time to the Commencement Date and/or Completion Date. Schindler has no obligation to exercise the right to grant an extension of time for the benefit of the Subcontractor or at all. Delays not attributable to a Force Majeure event or Schindler's negligence shall be made good by the Subcontractor through appropriate measures and at its own cost to ensure that the Services are completed by the Completion Date.
- 4.4. The Subcontractor must immediately on becoming aware of an event or occurrence which may cause delay, and in any event within 2 Business Days of becoming aware of such event or occurrence, notify Schindler in writing of any such event or occurrence which may affect or delay the Commencement Date and/or the Completion Date.

5. Acceptance

- 5.1. Schindler shall perform an acceptance test as soon as practical after the Subcontractor's completion of the Services (as notified by the Subcontractor to Schindler in writing). With regard to installation of elevators and escalators, the acceptance test shall be performed in accordance with ON 0-17025 (Schindler Acceptance Inspection Standard (**SAIS**)) as amended by Schindler from time to time. The

Subcontractor (which has been certified as a full fitter) is required to be present during the acceptance test. When Schindler is of the view that the Services have been completed in accordance with this Agreement, Schindler must log its acceptance of completion and the Date of Completion in an acceptance report. An acceptance report signed by Schindler's authorised representative shall be the only evidence of acceptance of completion of Services by Schindler.

- 5.2. Defects detected during the acceptance test shall be rectified immediately by the Subcontractor at its cost. The Subcontractor shall notify Schindler in writing when it is of the view that such defects have been rectified and **Clause 5.1** shall reapply.

6. Additional Obligations of the Subcontractor

6.1. The Subcontractor is solely responsible and obligated to ensure that:

- (a) the Subcontractor's employees only perform the Services in the course of their employment with and under the supervision of the Subcontractor;
- (b) prior to performing any Services, the Subcontractor obtains all Approvals required to perform the Services, including any building permits, commencement notices or licences required under Legislative Requirements to perform the Services on the Site;
- (c) the personnel used by the Subcontractor are suitably qualified and experienced (including to the level of qualification, experience and training required under Legislative Requirements). The Subcontractor shall inform Schindler in writing of the name of the installation supervisor who is responsible for undertaking the Services at least 10 Business Days before the commencement of any Services on the Site. The Subcontractor shall not replace the named installation supervisor without Schindler's prior written agreement and any such replacement must have at least equivalent experience, ability and expertise and be approved by Schindler;
- (d) the Subcontractor's personnel has been instructed and are aware of the WHS Legislation as well as the safety requirements of Schindler. The Subcontractor shall ensure that these requirements are implemented, maintained and complied with for the duration of this Agreement. Furthermore, the Subcontractor must equip its personnel with the necessary personal protective equipment ("PPE"), keep the PPE in good order and check it for safety at periodic intervals. The working clothes must be in accordance with the Schindler standard and neutral characteristics. The Subcontractor hereby agrees to comply with the matrix as attached in **Annex 4 (Schindler PPE Matrix)** and as amended from time to time by Schindler;
- (e) the Subcontractor's personnel are instructed in the handling and disposal of hazardous substances (including asbestos) in accordance with Legislative Requirements. The Subcontractor shall ensure that such Legislative Requirements are complied with, implemented and maintained;
- (f) all statutory and/or legally required medical examinations are performed before the commencement of Services, with certification that undertaking the intended activities does not represent a health risk for the Subcontractor's employees in question;
- (g) the Subcontractor complies with all applicable Legislative Requirements relating to employment and modern slavery and must, in performing the Services, ensure that:
 - (i) payment of salary and all associated personnel costs, any withholding taxes, insurance for its personnel (accident, continued payment of remuneration, etc.) and payment of legal charges as required by the relevant Legislative Requirements are always made;
 - (ii) the rates of pay and conditions of employment specified in all relevant industrial awards, enterprise agreements and any relevant Legislative Requirements are always observed in full;
 - (iii) all persons employed by the Subcontractor and its subcontractors are paid rates which are not less than those fixed by any relevant Legislative Requirement and employed under the conditions prescribed under the relevant Legislative Requirement; and
 - (iv) if applicable, comply with all reporting requirements under the *Modern Slavery Act 2018* (Cth) and any related or similar Act applicable to the State in which the Site is located ("**Modern Slavery Legislation**").

The Subcontractor must submit an **Annex 5 Subcontractor's Statement** (if the Services are provided in New South Wales) or otherwise a statutory declaration by a director of the Subcontractor with each claim for payment under **Clause 9.5** confirming its compliance with this provision and shall indemnify Schindler against all loss, damage, expense or claim arising from, or in connection with a contravention (or involvement in a contravention) of the *Fair Work Act 2009* (Cth) or Modern Slavery Legislation;

- (h) subject to **Clause 6.1(k)**, the Subcontractor possesses the necessary working equipment, lifting tools (to the extent the lifting tools are required to properly perform the scope of the Services), rigging equipment, safety equipment and equipment for working at heights. The Subcontractor must ensure that:
 - (i) the equipment complies with all applicable Legislative Requirements;
 - (ii) it has obtained all necessary Approvals to operate or use the equipment; and
 - (iii) the equipment is checked, certified and maintained by the Subcontractor for the duration of the Agreement ;
- (i) subject to **clause 2A**, any special tools, objects and documents made available by Schindler ("**Material**") shall be checked by the Subcontractor for defects and/or missing parts upon handover from Schindler to the Subcontractor. The Subcontractor must review the Material and, if it discovers any defects and/or missing parts in the Material, submit a notice to Schindler within 5 Business Days after the date of handover describing those defects and/or missing parts. If a notice is not submitted within that period, the Subcontractor warrants to Schindler that the Material is suitable and appropriate for use in the performance of the Services and shall have no claim against Schindler in relation to the Material or any defects and/or missing parts thereof;
- (j) subject to **clause 2A**, the Material is treated carefully and protected against theft, the influence of weather, fire, water and vandalism. The Subcontractor must notify Schindler immediately of any loss or damage to the Material. If such loss or damage is attributable to the Subcontractor, then the appropriate repairs or replacement of the Material carried out by Schindler shall be at the Subcontractor's expense. Following completion of the Services or earlier termination of this Agreement, the Subcontractor shall return to Schindler the Material that was provided. Any defective or missing parts (other than any defects or

missing parts existing at the date of handover as described in the Subcontractor's notice under **Clause 6.1(i)** shall be replaced at the Subcontractor's sole expense.

The Subcontractor must only use the Material for performing the Services on equipment owned by Schindler or its related companies. The Subcontractor must not pass on the Material to third parties. Any expenses incurred by Schindler that are identified as the Subcontractor's expenses under this **Clause 6.1(j)** shall be a debt due and payable by the Subcontractor to Schindler;

- (k) the installation methods specified by Schindler are observed without restrictions, instructions in the installation manuals are followed and the specialist equipment (e.g. Inex Tool Kit) are provided by Schindler are used;
- (l) all building waste generated during the Subcontractor's performance of the Services shall be disposed at the designated place on Site in compliance with all applicable Legislative Requirements or, in the absence of a designated place on Site, in an environmentally friendly manner at the end of work each day, and in particular prior to the weekend, and in compliance with all applicable Legislative Requirements. The disposal will be at the Subcontractor's expense; and
- (m) any incidents or accidents on the Site relating to, involving or in connection with:
 - (i) the Services rendered;
 - (ii) the use of any equipment for the Services; or
 - (iii) the Subcontractor's personnel,

shall be immediately notified to Schindler through the Incident Assist hotline on 1800 339 212.

At Schindler's request, the Subcontractor shall provide written evidence within 3 Business Days prior to performing any Services, that the obligations set out in this **Clause 6.1** have been observed.

- 6.2. The Subcontractor must not subcontract, assign or transfer any of its rights or obligations under this Agreement.
- 6.3. The Subcontractor has no right to act as Schindler's agent and must not act, make representations nor enter into any obligations on behalf of Schindler.
- 6.4. The Subcontractor must not accept from the Principal any direct requests or payments related to the Services. The Subcontractor must immediately notify Schindler of any requests or payments that the Principal makes to the Subcontractor. Schindler is not liable to pay the Subcontractor for any additional works or services carried out by the Subcontractor without the prior written direction or instruction from Schindler.
- 6.5. If the form of security is cash retention, Schindler may withhold from any payment to the Subcontractor, an amount sufficient to ensure that the security retained by Schindler is equal to the total amount of security required under this Agreement. Schindler's entitlement to withhold payment on account of security in the form of cash retention shall cease once the security held by Schindler equals the total amount of security required under this Agreement. Subject to Schindler's right to recourse to security, Schindler shall release and return the security (being the unused portion of the security) to the Subcontractor within 28 days of the expiration of all Separate Warranty Periods if there are any Separate Warranty Periods, otherwise on the expiration of the Warranty Period.
- 6.6. For the duration of this Agreement and for a period of two years after the Date of Completion or termination of this Agreement, the Subcontractor either personally or by its agent, or by letters circulars or advertisements, whether on its own account, or on behalf of any person, firm or company, shall not, directly or indirectly, solicit, employ, or try to solicit or employ any employee from Schindler.
- 6.7. Schindler classifies its vendors (which includes its subcontractors) as either Type 1, 2, 3 or 4 vendor. The Subcontractor and each of its individual workers must meet the requirements of the correct vendor type for the work that they are performing be compliant on Schindler's Pegasus platform. The vendor types are as follows:
 - (a) Type 1 vendor – supply material and equipment that is designed and manufactured to meet project specific requirements.
 - (b) Type 2 vendor - supply equipment or services where the specification is not proprietary to Schindler.
 - (c) Type 3 vendor - supply services on a project specific basis. This includes subcontractors that perform non-lift/escalator specific work with limited supervision. These subcontractors work on site and outside of the lift shaft and lift motor room and do not work on lift equipment.
 - (d) Type 4 vendor - perform part or all of the obligations of a Schindler contract. These may include, but are not limited to new installations, modernisations, maintenance and repairs or other work carried out on a Schindler or Schindler client site in an unsupervised capacity.
 - (i) The subcontractors and each of their individual workers must meet Schindler's requirements to be compliant on Schindler's Pegasus platform (**Pegasus**).
 - (ii) The Subcontractor is required to know the vendor type they have been identified as on Pegasus.
- 6.8. If the Subcontractor has been identified as Type 1 and Type 2 vendor only, the Subcontractor cannot work on site.
- 6.9. Only if the Subcontractor has been identified as Type 4 vendor, can it perform high risk installation work.
- 6.10. The Subcontractor cannot undertake or perform installation of lifts of escalator until it has completed the requirements on Pegasus to be identified as Type 4 vendor.

7. Inspection Rights

- 7.1. At any time during the term of this Agreement, Schindler and the Principal may review and audit whether the Subcontractor is complying with its obligations under this Agreement (in particular the obligations set out in **Clause 3 (Safety, Health and Quality Assurance)** and **Clause 6 (Additional Obligations of the Subcontractor)**).

- 7.2. The Subcontractor must on reasonable notice allow Schindler and the Principal to access and inspect the works in connection with the Services and to access and inspect the Subcontractor's premises (whether on or off site) where any work or materials are being executed, prepared or stored by the Subcontractor.
- 7.3. In the event that Schindler or the Principal detects a breach by the Subcontractor of obligations under this Agreement or any Legislative Requirements, Schindler may notify and request the Subcontractor in writing to remedy the situation within a reasonable time. The Parties agree that 5 Business Days is reasonable for the purpose of this **Clause 7.3**. Should the breach not be remedied within the period of time set out in the notice, Schindler may, but is not obliged to, terminate this Agreement in accordance with **Clause 13 (Termination)**.
- 7.4. In the event Schindler detects health and safety risks, including during an inspection of the Site, Schindler may, but is not obliged to, issue a notice directing the Subcontractor to immediately manage and rectify such risks and the Subcontractor must immediately comply with the notice at the Subcontractor's cost.
- 7.5. Schindler may, but is not obliged to, demand that the Subcontractor remove or withdraw from the Site any employee, agent or subcontractor who in Schindler's reasonable opinion is not adequately qualified, fails to comply with the applicable Legislative Requirements, standards or any site safety management plans or rules or is guilty of misconduct. The Subcontractor must immediately, at its own cost, comply with any such demand and have such personnel replaced. In the event that the Subcontractor replaces personnel, it shall ensure that such replacement does not delay the progress of the Services and that the Services are completed by the Completion Date.

8. Warranty

- 8.1. The Subcontractor warrants that:
- (a) the Services provided under this Agreement are free from any Defects, including workmanship and defects in materials, which have not been supplied by Schindler. The Subcontractor shall be liable for any Defects in the Services without regard to the cause of the Defect (including whether arising from or as a result of unprofessional work, defects in the tools which have not been supplied by Schindler, used by the Subcontractor or deviation from diagrams and instructions) and irrespective of fault;
 - (b) the Services will be performed with due care and diligence at all times;
 - (c) any Goods provided in relation to the Services will be free from any liens, charges, mortgages or other title defects; and
 - (d) all materials used in the performance of the Services shall be new and suitable for the purpose for which they are used.

The above warranties are in addition to any statutory warranties applicable to the the Services.

- 8.2. The Parties agree that there shall be a warranty period commencing from the Date of Completion and ending on the date that is 24 months after the date the Principal accepts the Services ("**Warranty Period**").
- 8.3. Schindler may give written notice to the Subcontractor of any Defect identified in the Services at any time during the Warranty Period. The obligations under this **Clause 8 (Warranty)** remain in force and effect even after termination of this Agreement.
- 8.4. The Subcontractor shall, without delay and at its cost, rectify the Defect identified under **Clause 8.3** in a manner acceptable to Schindler. Any Services rectified under this clause shall be subject to a Separate Warranty Period, unless otherwise confirmed in writing by Schindler.
- 8.5. If the Subcontractor fails to rectify any Defect identified under **Clause 8.3** (including if the Defect is not remedied adequately or not remedied within the reasonable time prescribed by Schindler), Schindler may:
- (a) rectify the Defect itself; or
 - (b) engage a third party to perform the necessary rectification,
- at the expense and risk of the Subcontractor. All costs so incurred by Schindler shall be a debt due and payable by the Subcontractor to Schindler. The Subcontractor acknowledges and agrees that any work undertaken by Schindler to rectify a Defect shall not affect any warranty given by the Subcontractor to Schindler.

9. Remuneration and Payment Terms

- 9.1. Remuneration is as stated in the Project Agreement.
- 9.2. The Parties acknowledge and agree that the Remuneration is a lump-sum remuneration settling all Services and costs of the Subcontractor in accordance with the Project Agreement unless otherwise stated in this Agreement, the Remuneration shall be fixed and not subject to any variation, rise or fall, including variation in the cost of labour, material or exchange rates. The Subcontractor shall be responsible for the payment of all relevant Australian (Federal, State and Local Government) and overseas taxes, duties and charges with respect to the Services. The Remuneration is deemed to be inclusive of all such taxes, duties and charges.
- 9.3. Remuneration for any additional services directed by Schindler shall be agreed between the Parties prior to them being performed. If there is no prior agreement, the Schindler may direct the Subcontractor to carry out the additional services. The Subcontractor must carry out the additional services.
- 9.4. Unless otherwise specified in this Agreement, any claim for payment of the Remuneration shall be submitted to Schindler in accordance with the Project Agreement and must:
- (a) bear a reference to the Project Agreement number and contain information about partial, complete or final delivery;
 - (b) contain information about the percentage share of the Services which is being claimed;
 - (c) include all Supporting Documents; and
 - (d) be accompanied with **Annex 5 Subcontractor's Statement**.
- 9.5. Payment claims not fulfilling the aforementioned and Legislative Requirements applicable to the State in which the Site is located will not be processed and will be returned to the Subcontractor for correction and resubmission.

- 9.6. Subject to the Subcontractor's compliance with **Clause 9.4** and Schindler receiving a tax invoice in accordance with the GST law (otherwise withholding tax shall be deducted), Schindler shall pay part or the whole of the Remuneration within 21 days after submission of the Subcontractor's claim for payment. The payment of moneys shall not imply Schindler's acceptance of the Services and shall not be evidence that the Services performed are satisfactory or in accordance with this Agreement.
- 9.7. In the event that Schindler disputes the Subcontractor's payment claim under **Clause 9.4**, Schindler may notify the Subcontractor in writing within 20 days (or as identified in the Legislative Requirements applicable to the State in which the Site is located) after receipt of the payment claim providing the reasons for rejection. The Parties shall resolve such dispute on a case by case basis by negotiating in good faith.

10. Representations and Warranties

- 10.1. The Subcontractor hereby represents and warrants to Schindler that:
- (a) it has relied only upon its own enquiries and investigations for all of its purposes and not on anything communicated or represented to it by Schindler;
 - (b) throughout the term of this Agreement it has all necessary Approvals from all relevant Authorities to enable it to provide the Services under the applicable Legislative Requirements;
 - (c) it fulfils Schindler's requirements according to Schindler's evaluation process, and has obtained or holds the respective certification allowing the Subcontractor to render the Services to be ordered hereunder (including certification under **Clause 3.1**);
 - (d) its personnel possess the qualified skills and experience to provide the Services and is certified according to Schindler's requirements under **Clause 3.1**;
 - (e) it exercises due skill, care and diligence in performing the Services and performs the Services:
 - (i) in a proper and professional workmanlike manner to the satisfaction of Schindler and the Principal;
 - (ii) in accordance with the provisions of this Agreement; and
 - (iii) in accordance with best industry practice;
 - (f) it has all the necessary equipment and tools to provide the Services (including PPE for personnel rendering Services hereunder), and that the equipment and tools comply with all Legislative Requirements and are corresponding to the best practice used in the industry;
 - (g) it complies with WHS Legislation at all times;
 - (h) it strictly fulfils every labour and social obligation with regard to the personnel employed for the provision of the Services and as required under applicable Legislative Requirements. The Subcontractor indemnifies Schindler and any of its affiliates or related bodies corporate against any loss or damage suffered (including any penalties or fines paid by or imposed upon Schindler, its affiliates or related bodies corporate) as a result of or in connection with the non-compliance with the applicable Legislative Requirements (including labour and social laws) by the Subcontractor or its employees, agents or subcontractors;
 - (i) it has received, reviewed and implemented the Responsible Sourcing Policy and warrants that it fulfils the requirements as stated therein. The Subcontractor shall inform Schindler about any deficiencies, if any, and all Subcontractor's employees engaged in dealings with Schindler are and will be informed of the content of the Responsible Sourcing Policy and the requirement to abide by it. The Subcontractor shall actively support Schindler in achieving compliance with the Responsible Sourcing Policy (including by informing Schindler of any violations thereof);
 - (j) the Services and any material, spare and wear parts used or incorporated in the Services but not sourced from Schindler are free from Defects and fit for their intended purpose;
 - (k) the Services as rendered by the Subcontractor and the material used in the performance of the Services do not infringe any third-party intellectual property rights. Notwithstanding the foregoing, the Subcontractor shall not be liable to the extent that the infringement results from the Material; and
 - (l) the Subcontractor and its workers and agents are Licensed and will continue to be Licensed for the duration of this Agreement.

11. Liability and Limitation of Liability

- 11.1. Notwithstanding any other provision in this Agreement, the Subcontractor shall be responsible for and shall fully indemnify and keep indemnified Schindler and its related bodies corporate, its directors, officers, employees, agents, advisors, commercial partners and customers (including the Principal) against all claims, demands, proceedings, costs, charges, expenses and liabilities arising from or in connection with any act, omission, neglect or default of the Subcontractor or its employees, subcontractors, officers or agents. The amount of any and all claims, damages, costs and expenses which may be paid, suffered or incurred by the 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 sums due to the Subcontractor or which may become due to the Subcontractor under or in respect of this Agreement or any other subcontract or agreement between the Parties.
- 11.2. Without limiting any other provision in this Agreement or Schindler's rights or remedies under this Agreement or otherwise at law, the Subcontractor acknowledges that its failure to achieve the required quality of the Services, to regularly and diligently proceed with and perform the Services such that the Services are completed by the Completion Date or to properly maintain the Services free from Defects may result in loss cost or expense to Schindler and all such loss cost or expense are hereby agreed to be within the contemplation of the Parties as being probable results of any such failure by the Subcontractor and are deemed recoverable by the Schindler from the Subcontractor.
- 11.3. Schindler shall not be liable to the Subcontractor under this Agreement, law of tort (including negligence), statute, in equity or otherwise for any indirect loss or damage, including loss of profit, loss of revenue, loss of use, loss of production, costs of capital, downtime costs, loss of anticipated savings or wasted overheads and expenses.

11.4. Notwithstanding any other provision of this Agreement, except for those liabilities which cannot be limited by Law, Schindler's liability arising out of or in connection with this Agreement under any indemnity, law in equity, tort or otherwise (including but not limited to negligence), shall not exceed the Remuneration ("**Agreed Contract Price**" stated in the Project Agreement).

12. Term and Ordinary Termination

This Agreement becomes effective on the Effective Date and remains in force until the Subcontractor has performed all of its obligations under this Agreement unless terminated by agreement between the Parties or in accordance with the provisions of **Clause 13 (Termination)**.

13. Termination

13.1. Schindler may, without prejudice to any other rights or remedies under this Agreement or otherwise at law, terminate this Agreement with immediate effect if any one or more of the following events or circumstances are applicable:

- (a) the Subcontractor materially breaches this Agreement and fails to remedy the breach within a reasonable timeframe set out in Schindler's notice to the Subcontractor regarding the breach; or
- (b) a competitor of Schindler directly or indirectly controls the Subcontractor; or
- (c) the Subcontractor abandons the works or otherwise plainly demonstrates the intention not to continue performance of the obligations under this Agreement; or
- (d) the Subcontractor without reasonable excuse fails to proceed with the Services in accordance with the Agreement; or
- (e) the Subcontractor subcontracts the whole of the Services or assigns the Agreement; or
- (f) the Subcontractor renders Services in breach of **Clause 10 (Representations and Warranties)**; or
- (g) subject to the *Corporations Act 2001* (Cth), the Subcontractor becomes insolvent or if winding up or similar proceedings are instigated against it; or
- (h) performance of the Services is suspended under **Clause 3A.3(c)** for a continuous period of more than 20 Business Days.

13.2. Notwithstanding any other provision in this Agreement, Schindler may, without prejudice to any other rights or remedies under this Agreement or otherwise, terminate this Agreement with immediate effect if the main contract between Schindler and the Principal is terminated.

13.3. The parties may agree in writing to terminate this Agreement.

14. Consequences of Termination

14.1. In the event that this Agreement is terminated pursuant to **Clause 13.1**, the Subcontractor shall be entitled to payment of:

- (a) the value of the Services performed as at the date of termination, insofar as this value has not already been covered by payments made to the Subcontractor, and all reasonable costs associated with the cancellation of any orders placed by the Subcontractor prior to the date of termination for materials or goods to be used in the performance of the Services (provided such order have not been placed prematurely); **less**
- (b) the amount of any losses and damages incurred by Schindler, to the extent that such losses and damages are attributable to such termination of the Agreement, and any extra cost in executing, completing and remedying of any Defects, damages for delay, and all other costs incurred by Schindler in completion of the Services in accordance with the Agreement.

If the amount of **Clause 14.1(a)** is less than the amount of **Clause 14.1(b)** above, Schindler may recover the balance from the Subcontractor and such balance shall be a debt due and payable by the Subcontractor to Schindler.

The amounts payable by Schindler under this clause shall be in full satisfaction and compensation of the Subcontractor in relation to the termination of this Agreement under **Clause 13.3**.

Nothing in this **Clause 14.1** shall affect the right of either Party to receive payment in respect of any breach of the Agreement committed by the other Party prior to the termination.

14.2. If the Agreement is terminated in accordance with **Clause 13.2 or 13.3** and the termination is not a consequence of any breach of this Agreement by the Subcontractor, the following shall be due and payable to the Subcontractor, insofar as these amounts or costs have not been covered by payments already made to the Subcontractor:

- (a) the value of the Services performed by the Subcontractor as at the date of termination; and
- (b) all reasonable costs associated with the cancellation of any orders placed by the Subcontractor prior to the date of termination for materials or goods to be used in the performance of the Services (provided such order have not been placed prematurely).

The amounts payable by Schindler under this clause shall be in full satisfaction and compensation of the Subcontractor in relation to the termination of this Agreement under **Clause 13.2 or 13.3**.

14.3. If the Agreement is terminated in accordance with **Clause 13.2** and the termination is a consequence of a breach of this Agreement by the Subcontractor, the Subcontractor shall be entitled to payment of:

- (a) the value of the Services performed by the Subcontractor, insofar as this value have not been covered by payments already made to the Subcontractor; **less**
- (b) any amounts recovered by the Principal from Schindler under the main contract between the Principal and Schindler in respect of any extra cost in executing, completing and remedying of any defects, damages for delay, and all other costs incurred by Schindler or the Principal in completion of the Services; **and less**
- (c) any losses or damages incurred by Schindler as a result of any termination of the main contract between the Principal and Schindler.

This payment by Schindler shall not become due until after the amounts under **Clause 14.3(b)** above have been ascertained and claimed by the Principal under the main contract between the Principal and Schindler.

15. Survival

- 15.1. The termination of this Agreement shall not relieve either Party from its obligations and liabilities owed to the other Party as at the date of termination, which obligations and liabilities shall survive the termination of this Agreement. Termination of this Agreement by one of the Parties for cause or otherwise shall not limit said Party from pursuing any other rights or remedies available to it at law.
- 15.2. The provisions of the following Clauses shall continue beyond such termination:
- (a) Clause 8 (Warranty);
 - (b) Clause 10 (Representations and Warranties);
 - (c) Clause 11 (Liability and Limitation of Liability);
 - (d) Clause 14 (Consequences of Termination)
 - (e) Clause 15 (Survival);
 - (f) Clause 16 (Confidentiality);
 - (g) Clause 17 (Intellectual Property);
 - (h) Clause 18 (Data Protection);
 - (i) Clause 19 (Insurance);
 - (j) Clause 20 (Set-off)
 - (k) Clause 24 (Notices);
 - (l) Clause 25 (Publicity);
 - (m) Clause 29 (Disputes, Governing Law and Jurisdiction); and
 - (n) Any other Clause (or part thereof) for which survival seems obvious.

16. Confidentiality

- 16.1. "**Confidential Information**" means any information and data of a confidential nature, including intellectual property rights, proprietary, developmental, technical, marketing, sales, customer, operating, performance, cost, financial, know-how, business or process information, computer programming techniques, drawings, samples, devices and demonstrations and all record bearing media containing or disclosing such information or techniques, and any personal data, whether marked with the words "confidential" or "proprietary" or its equivalent or not.
- 16.2. The Subcontractor and its directors, officers, employees, agents and advisors shall maintain Schindler's Confidential Information in confidence and shall prevent the disclosure or any use of Schindler's Confidential Information without the prior consent of Schindler (other than for the purposes of this Agreement) except when and to the extent such Confidential Information either:
- (i) was known to the Subcontractor prior to the disclosure thereof by Schindler; or
 - (ii) is, or hereafter becomes, other than through the fault of the Subcontractor, generally available to the public; or
 - (iii) is disclosed to the Subcontractor by a third party in good faith and not in violation of any confidentiality agreement with or other obligation of secrecy to Schindler; or
 - (iv) is developed by the Subcontractor independently of any disclosure made hereunder, as evidenced by the Subcontractor's written records; or
 - (v) is required to be disclosed by law or a court of competent jurisdiction, provided, however, that the Subcontractor shall notify Schindler reasonably in advance of the disclosure so that the Parties and Schindler, as the case may be, may seek an appropriate protective order or may otherwise contest the disclosure.
- 16.3. The Subcontractor shall take all necessary steps and establish an effective process to the satisfaction of Schindler to ensure that its employees, agents, representatives, consultants and subcontractors shall have access to such Confidential Information only on a "need to know" basis, and all such persons shall be made aware of the strictly confidential nature of such Confidential Information and the restrictions imposed hereunder.
- 16.4. All Confidential Information together with all copies thereof shall be promptly returned to Schindler or destroyed at Schindler's request upon termination of this Agreement provided that the Subcontractor may retain copies of the Confidential Information (including Confidential Information stored on electronic, magnetic or similar media) in order to comply with Legislative Requirements and to demonstrate the Subcontractor's compliance with Legislative Requirements.
- 16.5. The Subcontractor shall ensure that its obligations set forth in this **Clause 16 (Confidentiality)** are binding on and fully complied with by all its affiliates.
- 16.6. The obligations arising under this **Clause 16 (Confidentiality)** shall survive the termination of this Agreement for as long as Schindler has an interest to keep the information confidential but at least for a period of 3 years following the Date of Completion or earlier termination of this Agreement.
- 16.7. The Subcontractor acknowledges that a breach of any of the terms of this **Clause 16 (Confidentiality)** may cause Schindler irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Schindler may institute an action to enjoin the Subcontractor from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive.

17. Intellectual Property

- 17.1. Copyright and property in all design and documents produced by the Subcontractor as part of, or in connection with the Services upon creation vests in Schindler. The Subcontractor must do all things necessary to perfect such vesting.
- 17.2. The Subcontractor shall ensure that such design and documents are only used for the performance of the Services.
- 17.3. All intellectual property rights (including patents, trademarks, designs, copyrights and know-how) in the materials and documents made available by Schindler to the Subcontractor, shall remain the property of Schindler or its affiliates. The Subcontractor must not distribute, share, copy or provide any right in this respect to any third party.
- 17.4. Upon the Date of Completion or earlier termination of this Agreement for whatever reason, the Subcontractor is obliged to return or provide Schindler with all required documents required to be created by the subcontractor and provided to Schindler under this Agreement.

18. Data Protection

- 18.1. Each Party shall, when processing personal data in connection with this Agreement, comply with the *Privacy Act 1988* (Cth) ("**Privacy Act**") and impose the same obligations on its personnel and affiliates, and any third parties involved in such processing.
- 18.2. In particular, Schindler and the Subcontractor shall each ensure that the personal data which they collect, obtain or to which they gain access from each other under or in connection with this Agreement is obtained, used and processed fairly and lawfully in accordance with the Privacy Act. Each Party shall have appropriate technical and organisational measures in place to protect any personal data held or processed by it against unauthorised or unlawful access and processing and against accidental loss or destruction.
- 18.3. Schindler will need to obtain certain personal data of the Subcontractor's employees, such as contact details as well as profession and job information, in connection with this Agreement, namely for the certification of the Subcontractor's employees to Schindler's safety, health and quality requirements pursuant to **Clause 3.1 (Safety, Health and Quality Assurance)**. Schindler may also have to disclose such personal data of the Subcontractors' employees to its customers and affiliated parties of its customers in connection with the participation in tenders, other purposes for which subcontractor employee data has to be disclosed to customers or otherwise prior to subcontracting services to the Subcontractor. Schindler processes such personal data as data controller under the Privacy Act. The Subcontractor agrees that Schindler or its affiliates may process such personal data (and any other information and data connected therewith) about or related to the Subcontractor or its affiliates or its employees that the Subcontractor may provide to Schindler or its affiliates during the course of this Agreement. The Subcontractor warrants that it has made or obtained any data subject information and consents, notifications, registrations, regulatory approvals required for such processing. Such data and information may, subject to requirements of applicable data protection legislation, be transmitted abroad and disclosed to other Schindler companies, agents, customers and other third parties who are in a current or prospective business relationship with Schindler.
- 18.4. The Subcontractor undertakes not to export personal data collected, obtained or to which it gained access from Schindler in connection with this Agreement and not to subcontract or otherwise delegate the processing of such personal data to a third party.

19. Insurance

- 19.1. The Subcontractor shall take out and maintain all policies of insurances in connection with the Services, including public liability, workers compensation (as required by law), professional indemnity (if applicable) and contract works extending to:
 - (a) goods in transit and storage;
 - (b) loss or damage to materials supplied by the Subcontractor;
 - (c) loss or damage to temporary works and construction plant; and
 - (d) loss or damage to equipment and property (whether owned by Schindler, the Principal or any third party) on the Site.
- 19.2. The insurance must be for the amounts stated in the Project Agreement. The insurance policies in relation to public liability and contract works must have a waiver of subrogation clause, a cross liabilities clause and a settlement of claims on the basis of reinstatement or new replacement value clause.
- 19.3. The terms of the insurance must be acceptable to Schindler. The Subcontractor must keep the insurance in force for the duration of the Agreement.
- 19.4. The Subcontractor will supply, upon request of Schindler, certificates satisfactory to Schindler evidencing such coverage

20. Set-off

Without prejudice to its other rights under any provision of this Agreement or otherwise at law, Schindler reserves the right to withhold, deduct or set-off from any payment due to the Subcontractor under the Agreement any moneys which Schindler claims is or may have become payable by the Subcontractor to Schindler under or in connection with this Agreement, the Services or any other agreement.

21. No Waiver

The failure of the Parties to enforce a provision of this Agreement or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way to affect the validity of this Agreement. The waiver of any claim for breach of this Agreement by a Party hereto shall not operate as a waiver of any claim pertaining to another, prior or subsequent breach.

22. Force Majeure

- 22.1. Neither the Subcontractor nor Schindler (as the case may be) shall be responsible for any failure or delay in the performance of this Agreement resulting from causes beyond its reasonable control including unforeseeable events such as acts of God, acts of government, war, armed conflicts, court order and natural disasters ("**Force Majeure**"). Fire (excluding fires caused by an act of God), strikes and lockouts at Subcontractor's site do not constitute a Force Majeure event.

- 22.2. The Party affected by such event shall promptly notify (in no event more than 10 Business Days after the Party affected discovered or should have discovered the event) the other Party of the event and its effects on its ability to perform any obligations under this Agreement. The Subcontractor shall have no claim in relation to a Force Majeure event if it fails to provide to Schindler the notice within the time period stated in this **Clause 22.2**.
- 22.3. The Subcontractor must use best efforts to mitigate the effect of any such Force Majeure event. Upon the cessation of the Force Majeure event, the Party affected thereby shall immediately notify the other Party of such fact and use its best efforts to resume normal performance of its obligations under this Agreement as soon as possible.
- 22.4. In the event the Subcontractor fails to perform any of its obligations for reasons defined above for a cumulative period of 90 days or more from the commencement of the Force Majeure event, then Schindler may either extend the Completion Date for the length of the delay or immediately terminate this Agreement.
- 22.5. Upon such termination, the value of the Services performed by the Subcontractor in accordance with the Agreement as at the date of termination shall be due and payable to the Subcontractor by Schindler, insofar as this amount, value or cost has not been covered by payments already made to the Subcontractor.
- 22.6. Upon payment by Schindler under this **Clause 22**, the Subcontractor releases Schindler from all liabilities in connection with the Services and the Agreement and Schindler shall have no further liability or obligation in case of immediate termination due to a Force Majeure event.

23. Novation

- 23.1. At any time, Schindler may give the Subcontractor a written notice advising that this Agreement has been, or will be novated to the Principal or its nominee. The Subcontractor must comply with the notice and do all things necessary (including entering into a deed of novation) to give effect to such novation and the Subcontractor shall not be entitled to any additional payment.

24. Notices

- 24.1. Any notice, request, instruction or other communication made hereunder shall be given in writing by mail or e-mail with documented proof of delivery to the other Party at the addresses notified in the Project Agreement.
- 24.2. Each Party may at any time change its address by giving notice to the other Party in the manner described above.

25. Publicity

The Subcontractor must not make any public statement concerning the Agreement or the Services without Schindler's prior written consent.

26. Changes and Amendments to this Agreement

No changes or amendments to this Agreement shall be valid unless made in writing and executed by both Parties.

27. Entire Agreement, Order of Precedence

- 27.1. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements, correspondence, communications and understandings (including any tender or quote provided by the Subcontractor) prior to the Effective Date.
- 27.2. If the Subcontractor discovers any inconsistency between the documents comprising this Agreement, the Subcontractor shall forthwith notify Schindler. In the case of any such inconsistency, the Parties agree that the following order of precedence of documents shall apply having (a) as the highest precedence:
- (a) the Project Agreement;
 - (b) these General Terms and Conditions;
 - (c) Specifications, Design Brief, Project Conditions and Drawings (if applicable);
 - (d) all other schedules, annexures and attachments to this Agreement; and
 - (e) Special Conditions (if applicable).

28. Severability

Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under the applicable law, but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity and be replaced by such valid and enforceable provision which the Parties consider, in good faith, to match as closely as possible the invalid or unenforceable provision and attaining the same or a similar economic effect. The remaining provisions of this Agreement shall continue to be binding and in full force and effect.

29. Disputes, Governing Law and Jurisdiction

- 29.1. Disputes
- (a) If there is any dispute or difference arising in connection with this Agreement, either Party may give the other Party a written notice of dispute adequately identifying and providing details of the dispute.
 - (b) Within 7 days of a notice of dispute being issued by one Party to the other, the nominated representatives of Schindler and the Subcontractor must meet at least once to resolve the dispute. At such conference, each Party must be represented by a person having authority to agree to such resolution of the dispute.

- (c) All aspects of every such conference except the fact of occurrence will be privileged.
- (d) If the dispute has not been resolved within 21 days of service of the notice of dispute, a Party may commence court proceedings in relation to such dispute.
- (e) Notwithstanding the existence of a dispute, the Subcontractor shall ensure that performance of the Services is continued without any delay.

29.2. Governing Law

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

30. Definitions and Interpretation

30.1. Definitions

The words and expressions set out below have the meanings assigned to them respectively where the context so permits:

Approvals means all permits, consents, certificates, licences, registrations and approvals required from any Authority to perform the Services (or any part thereof) including building permits and licences.

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal or agency.

Building Code means the National Construction Code 2019, as updated and modified from time to time.

Business Days means a day other than:

- (a) a Saturday, Sunday or public holiday in the State where the Site is located; and
- (b) 27, 28, 29, 30 or 31 December.

Commencement Date means the date specified in the Project Agreement.

Completion Date means the date specified in the Project Agreement, as adjusted in accordance with this Agreement.

Date of Completion means the date Schindler determines that the Services have been completed in accordance with this Agreement as stated in the acceptance report issued under **Clause 5.1**.

Defect means any failure, fault, deficiency, defect, non-compliance with this Agreement or any Legislative Requirement or poor workmanship.

Effective Date has the meaning given to that term in **Clause 1.2**.

Force Majeure has the meaning given to that term in **Clause 22.1**.

Goods means all goods, materials, article, plant, equipment, parts or any other property of any kind to be provided by the Subcontractor as part of the Services under the terms of this Agreement.

GST has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Legislative Requirements means approvals, laws, ordinances, regulations, proclamations, orders, rules, codes, standards and the lawful requirements of any authorities applicable to the State in which the Site is located, including, if in NSW, any certificates required under the *Design and Building Practitioners Act 2020* (NSW).

Licensed has the meaning given to that term in **Clause 3A.1**.

Material has the meaning given to that term in **Clause 6.1(i)**.

Modern Slavery Legislation has the meaning given to that term in **Clause 6.1(g)(iv)**.

Parties means the parties to this Agreement collectively and Party means each of them individually.

Principal means the party engaging Schindler for the performance of works of which the Services forms part.

Principal Contractor means the "principal contractor" as defined in the relevant WHS Legislation.

Privacy Act has the meaning given to that term in **Clause 18.1**.

Project Agreement means any Project Agreement issued by Schindler to the Subcontractor from time to time in respect of the Services, substantially in the form included in **Annex 6** to this Agreement.

Remuneration means the total amount payable by Schindler to the Subcontractor for the performance of Services under this Agreement, as adjusted under this Agreement.

Separate Warranty Period means the separate warranty period specified in the Project Agreement.

Services means the services (and to the extent the services include the provision of Goods, the Goods), as described in the Project Agreement.

Subcontractor's Statement means a certificate or statutory declaration certifying or declaring, amongst other things, that the Subcontractor has paid all remuneration to the relevant employees and has paid all workers compensation insurance premiums and payroll tax due.

Supporting Documents means the documents (if any) identified in the Project Agreement and the General Terms and Conditions.

Warranty Period has the meaning given to that term in **Clause 8.2**.

WHS Legislation means the laws (including relevant Legislative Requirements) in relation to workplace health and safety applicable to the Site and any workplace where the Services (or any part thereof) are being performed and includes the Act and Regulations identified in the Project Agreement for the State in which the Site is located (as updated and modified from time to time).

30.2. Interpretation

In this Agreement:

- (a) clause headings and subclause headings shall not form part of, nor be used in the interpretation of, the Agreement;
- (b) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender;
- (c) no rule of construction applies to the disadvantage of a party on the basis that the party put forward the Agreement or any part;
- (d) the words "includes" and "including" (and any variants of those words) shall not be a word of limitation and shall be construed as including but not limited to;
- (e) unless otherwise provided, prices are in the currency of Australian dollars and are exclusive of GST;
- (f) references to "shall" will be construed as references to "must";
- (g) reference to a document includes a reference to every agreement or deed which varies that document;
- (h) reference to a statute, regulation, proclamation, ordinance or by-law includes any statute, regulation proclamation, ordinance or by-law varying, consolidating or replacing it and a reference to a statute includes any regulation, proclamation, ordinance or by-law under the statute;
- (i) any indemnity or any obligation of confidence is independent and survives termination of the Agreement. Any other provision by its nature intended to survive termination of the Agreement survives termination of the Agreement; and
- (j) any consideration to be paid or provided for a supply under or in connection with this Agreement unless expressly described in the Agreement as 'GST inclusive', does not include an amount on account of GST.

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SIGNED as an Agreement.

[DELETE WHERE NOT RELEVANT]

[Use for sole trader]

Executed by)
[Insert individual Subcontractor's full)
name])
in the presence of:)

Signature of witness

Signature of [Insert name]

Name of witness

[Use for company]

Executed on behalf of)
[Insert Subcontractor's full company)
name and ABN])
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)

in the presence of:

Signature of director/secretary

Signature of director

Name of director/secretary

Name of director

Executed on behalf of)
Schindler Lifts Australia Pty Ltd)
ABN 19 005 838 773 in accordance with)
section 126 of the *Corporations Act*)
2001 (Cth) by:


Signature of authorised signatory

Name of authorised signatory

Annexes

Annex 1	Workflow – Subcontractor Certification / Fitter Capability
Annex 2	Safety Golden Rules and Safety NO GO's
Annex 3	EHS211 F1 Install-Mods Site Inspection Checklist
Annex 4	Schindler PPE Matrix
Annex 5	Subcontractor's Statement
Annex 6	Project Agreement form

Annex 1 Workflow – Subcontractor Certification / Fitter Capability

	Schindler New Installation / Mod		SCHINDLER LIFTS Australia FQE
	Sub-Contractor Installer certification process flow		Originator: Ben Hopkins
	Issue: 01	Date: 06/05/2022	

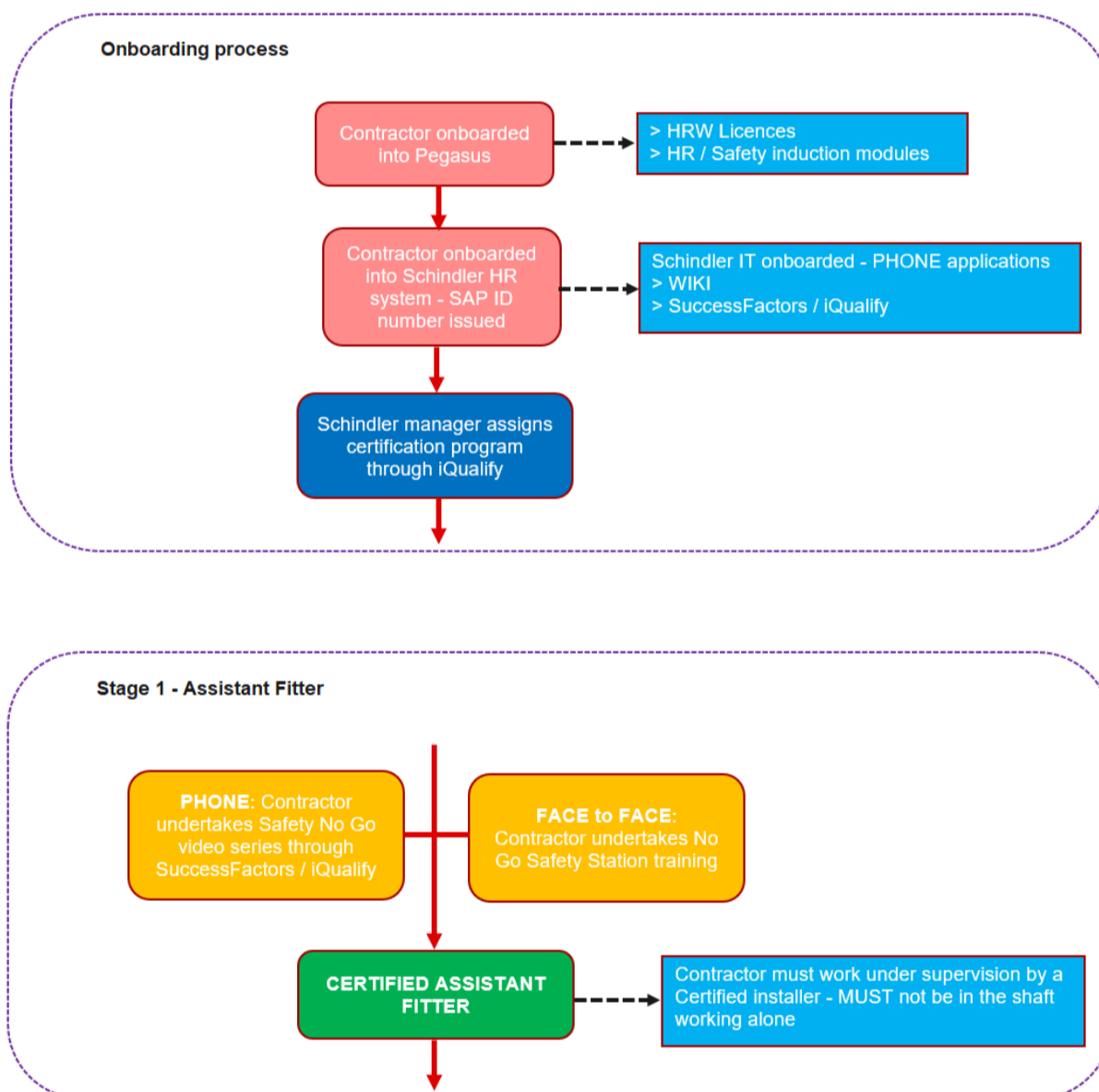
This document outlines the process flow for Schindler’s certification program. To install elevators for Schindler the individual must go through a training and certification process to ensure they can meet the certification criteria:

Safety – abides by Schindler’s Safety No Go’s

Quality – installs an elevator that is “done right first time – every time”

Efficiency – installs within the agreed program

Sub-Contractors must adhere to the below requirements in regard to supervised / non supervised labour. This is tabled in the below process flow.



Stage 2 - Self Dependant Fitter

PHONE: Contractor undertakes online learning modules for relevant elevator system - mechanical + electrical and / or

FACE to FACE: Contractor received training / guided instructions on installation BY CERTIFIED INSTALLER

ASSESSMENT A1 1ST INSTALLATION

Contractor - installs a lift as the "Assistant Fitter", follows installation processes & uses correct documentation. Must be present for SAIS

ASSESSMENT A1 2ND INSTALLATION

Contractor - installs a lift as the "Assistant Fitter", follows installation processes & uses correct documentation. Must be present for SAIS

ASSESSMENT A2

Contractor - behavioural assessment

CERTIFIED SELF-DEPENDANT FITTER

Contractor - once a positive result is achieved across the 3 assessments can install without supervision

Stage 3 - Certified Fitter

ASSESSMENT B1

Contractor:
Quality requirement is SAIS first pass
= 0 ▽
= ≤ 5 □

ASSESSMENT B2

Contractor:
Quality requirement is SAIS first pass
= 0 ▽
= ≤ 5 □
Safety requirement
= 100% with Stay Alive Field Evaluation
Efficiency
= Installed to agreed ☺ program

CERTIFIED FITTER

Certification lasts for 12 months - Contractor is required to be re assessed using B2 criteria

Schindler's Safety Golden Rules



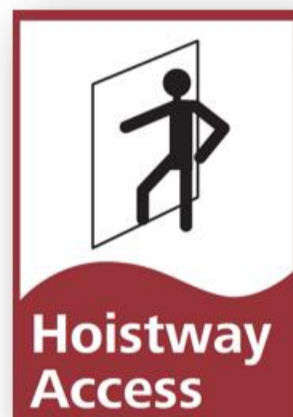
To protect my life and the life of my colleagues,

- ✓ I respect safety instructions and training and STOP work if I have any doubt
- ✓ I always use Personal Protective Equipment, the right tools and methods
- ✓ I behave as a safety role model.
- ✓ I report unsafe events and prevent recurrences
- ✓ I identify hazards, keep workplaces safe & tidy

... so we all return home safely to our families

Safety

Schindler Safety No Go's



Annex 3

EHS211 F1 Install-Mods Site Inspection Checklist

Schindler Lifts Australia Pty Ltd
Environment Health Safety Inspection Checklist Installation – Modernisation



Site Name:		Job No:	Date:	
Inspected By:		Accompanied By:		
Ratings: 1 = Immediate Attention Required; 2 = Urgent Attention Required; 3 = Attention Advised; S = Satisfactory; N/A = Not Applicable				
Item	Issues	Rating	Comments	Closed
1. Site WHSE Plan & Safe Work Method Statement	On Site & used			
	Training Provided			
	Environmental Impact register available			
	Risk assessments available			
	Prestart & Toolbox talk records available			
2. Access Lift/Escalator Machine Room/ Controller	Emergency Response Plan understood			
	Door lockable, signage			
	Electrical Hazards (Inadvertent contact)			
	Mechanical Hazards (Inadvertent contact)			
	Lock & Tags available			
3. Access Top of Car	Lock & Tag procedure understood			
	Authorized bridges available & procedure understood			
	Access/Egress device working			
	TOC accessed safely			
4. Access Lift/Escalator Pit	Safe moving from TOC understood/used			
	Emergency stop/inspection control available			
	Access/Egress device working			
	Risks assessed- controls implemented such as barricades			
5. Incident Reporting	Emergency stop switch available/reachable			
	Pit accessed safely			
6. Safety Signs	Incident Assist hotline (1800 339 212)			
	In Place			
7. Personal Protective Equipment	Appropriate			
	First Aid Kits			
	Head/Eye/Face Protection			
	Respiratory/Hearing Protection			
	Hand/Foot Protection			
	Protective Clothing			
	Fall Protection			
8. Amenities	Take S/HAZOB books available & used			
	Appropriate			
9. Lighting	Facilities			
	Cleanliness			
	Access Areas			
10. Hoistway Entrance Protection	Motor Room/Shaft			
	Storage Areas			
	Entrance completely protected			
	Fixings			
11. Substances	Mesh			
	Locks			
	Adequate Signage			
	Roof			
	Substance register available			
	SDS available			
	Hazardous substances identified			
	Containers labelled			
Containers appropriate				
Storage suitable and hazard controls known	Spill kit available			

S:\Quality\Forms\ EHS211 F1- Install-Mods Site Inspection Checklist Rev: 03

Page 1 of 2 Date: 21/08/2019

Schindler Lifts Australia Pty Ltd
EHS Inspection Checklist Installation – Modernisation



Site Name:		Job No:	Date:	
Inspected By:		Accompanied By:		
Ratings: 1 = Immediate Attention Required; 2 = Urgent Attention Required; 3 = Attention Advised; S = Satisfactory; N/A = Not Applicable				
Item	Issues	Rating	Comments	Closed
12. Work Platforms	Inspection Checklist/Tests Completed			
	Condition – ropes, hoist, handrails etc			
13. Electrical Equipment/Leads	Register available/maintained			
	Testing and Tagging Up to Date			
	RCD used with portable tools			
	General Condition			
14. Lifting Equipment	Storage			
	Appropriate			
	Register available/maintained			
	Testing and Tagging Up to Date			
15. Hot Work (Oxy)	General Condition			
	Storage			
	Bottles Secure on Trolley			
	Fire Extinguisher on Trolley			
16. Hot Work (Electric Arc)	PPE & Hot work permit			
	Gas Bottle Storage			
	Earth Clamp/Rod Holder			
17. Hot Work (Grinding)	Transformer/Trolley			
	PPE & Hot work permit			
18. Housekeeping	Work area made safe			
	PPE & Hot work permit used			
	Shaft /Work Areas			
19. Waste Management	Motor Room			
	Storage Areas			
	Amenities/General Site Areas			
	Waste Minimisation Plan completed			
20. Additional Items	Waste sorting facilities available			
	Waste disposal facilities adequate			
	Recycling facilities available			
	Ladders			
ADDITIONAL COMMENTS:	Transport Trolleys			
	Lifting Frames			
	Scaffolding			
Supervisor's Sign Off				
Name:			Signature:	
Date:				

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Page 2 of 2 Date: 21/08/2019

Annex 4 Schindler PPE Matrix

Approved Safety Items	PPE related to job positions				PPE Register Page #			Record of PPE ISSUED
	Technicians & Supervisors NI	Field Managers NI	Technicians & Supervisors EI	Field Managers EI	Managers/ Office staff visiting NI Sites	Managers/ Office staff visiting EI Sites (work Area)	SLA Visitors to sites NI & EI	
Safety Boots with toe caps	M	M	M	M	M	M	M	
Helmet	M	M	A	A	M	A	A	
Bump Cap	---	---	M	M	---	M	A	
Safety glasses - Clear	M	M	M	M	M	M	M	
Safety glasses - Smoked	A	A	A	A	A	A	A	
Safety goggles - Clear	M	A	M	A	A	A	A	
Clear face shield visor with attachments	A	A	A	A	---	---	---	
Welding Visor	A	A	A	---	---	---	---	
Ear protection - Ear Plugs	M	A	M	A	A	A	A	
Ear protection - Ear Muffs	A	A	A	A	A	A	A	
Dust Mask	M	A	M	A	A	A	A	
Respiratory half face mask	A	A	A	A	A	A	A	
Leather gloves - Riggers	M	A	M	A	A	A	A	
Cut Resistant 3 rating gloves	M	M	M	M	M	M	M	
Cut Resistant 5 rating gloves	A	A	A	A	A	A	A	
Arm cut protection	A	A	A	A	A	A	A	
Welders Gauntlet gloves	A	---	A	---	---	---	---	
PVC Red Chemical gloves	M	A	M	A	---	---	---	
Electrical Insulating gloves	A	A	M	A	A	A	A	
Fall protection set for NI	M	A	A	---	A	---	---	
Fall protection set for EI	---	---	M	A	---	A	---	
Safety Fluoro Vests	M	M	M	A	M	A	A	
Lock Out and Tag Out Kits	A	A	M	A	A	A	A	
First Aid Kit	M	M	M	M	A	A	---	
Uniforms	M	A	M	A	A	A	---	
Bags for PPE equipment	M	A	A	A	A	A	---	
Knee protection	M	A	M	A	A	A	---	
Door Stopper	M	A	M	A	A	A	A	
Flash Light	M	M	M	M	A	A	---	
Field Safety Handbook	M	M	M	M	---	---	---	
Cooler Bag (storage for aerosols in vehicles)	M	A	M	A	---	---	---	
Bridging Kit	A	A	M	A	---	---	---	
	M	= Mandatory			As Needed =	A		

PPE Issued: PPE recorded above has been issued

Supervisor:	Department:
Signature:	Date:

PPE Receipt Acknowledgement:

I, the undersigned, acknowledge receipt and understand how and when to use the above items that are provided for my personal protection :

Employee:	Position:
Signature:	Date:

NOTE: The PPE Register page # is be filled in as per the branch register index. If an individual is re-issuing PPE the original page # is applied.

EHS204 F3 R1
Date: 02/11/2012

SUBCONTRACTOR'S STATEMENT
REGARDING WORKERS COMPENSATION, PAYROLL TAX AND
REMUNERATION (Note 1 - see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:
(Business name of principal contractor) (Note 2)

Contract number/identifier (Note 3)

This Statement applies for work between: / / and / / inclusive, (Note 4)
subject of the payment claim dated: / / (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated / / (Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

(f) Signature Full name

(g) Position/Title Date / /

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.
A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called *the subcontractor*) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.
Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'
Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'
5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

PROJECT AGREEMENT



Schindler Lifts Australia Pty Ltd (ABN 19 005 838 773) of Level 6, 241 O’Riordan Street Mascot, NSW 2020

Schindler OR: [insert Subcontractor's name] (ACN [insert Subcontractor's ACN]) of [insert Subcontractor's address].....

PROJECT / UNIT NUMBER(S): [insert] QUOTATION NUMBER(S): [insert]

SITE: [insert site address].....

- NSW
 QLD
 VIC
 WA
 SA
 TAS
 NT
 ACT

DETAILS	
Agreed Contract Price:	\$(<u>[insert]</u>) excluding GST
Description and Scope of the Services: (Clause 2 of T&Cs)	The Services are to: <input type="checkbox"/> Install <input type="checkbox"/> Modernise <input type="checkbox"/> Removal <input type="checkbox"/> Elevator <input type="checkbox"/> Escalator <input type="checkbox"/> Incl. Tune / Commission <input type="checkbox"/> <u>[insert description of product any other scope]</u> Related documents: <input type="checkbox"/> Drawings (attached) <input type="checkbox"/> Specifications (attached) <input type="checkbox"/> Project specific conditions (attached)
Schedule of Dates: (clause 1 of T&Cs)	Commence: <u>[insert date]</u> & Completion: <u>[insert date]</u> or <u>[insert period]</u> from the Commence Date
Documents forming the Agreement: (Clause 12 of T&Cs)	1. This Project Agreement 2. Frame Agreement - General Terms and Conditions (“T&Cs”) 3. Special Conditions - <input type="checkbox"/> Applies (attached) <input type="checkbox"/> Does not apply
Payment Claims: (Payment Terms see clause 9 of T&Cs)	<input type="checkbox"/> Single Claims to be issued no earlier than 7 days after Completion. <input type="checkbox"/> Progress Claims to be issued last day of the month and final no earlier than 7 days after Completion. (Max. 90% payment prior to SAIS Pass)
Workers on Site: (Clause 4 of T&Cs)	All workers on site must be Pegasus compliant (safety) & Schindler certified (product and method)
Schindler Contact details:	Attention: Phone & Email:
Subcontractor Contact details:	Attention: Phone & Email:
Special Instructions:	<u>[insert]</u>
Approved by Fulfilment Manager:	Name: _____ Signature: _____ Date: _____
Signed by the authorised representative of Schindler	
Signed by the authorised representative of the Subcontractor	
Signature:	Signature:
Name:	Name:
Position / Title:	Position / Title
Date:	Date: