

SUBCONTRACT CONTRACT (PROJECT)

Project: Optus Belrose Exchange – Fire Upgrade
Site Address 2 Challenger Drive Belrose NSW 2085

Services: Fire Systems Upgrade
Principal: Hirotec Maintenance Pty Ltd ABN 84 075 569 541
Contractor: [REDACTED] ABN [REDACTED]
Hirotec PO No: PO: TBA (Please reference on Progress Claims)

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

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1.0 NATURE OF AGREEMENT

1.1 Description of Works or Services

Hirotec requires the Contractor to perform the Works.

The Contractor agrees to perform the Works in accordance with this Contract. Hirotec agrees to pay the Contractor for the Works in accordance with this Contract.

1.2 Contract Documents

The following documents form part of the Contract:

- a) These general conditions;
- b) The schedule to these general conditions;
- c) Appendices 1 to 5 to these general conditions;
- d) Documents incorporated by reference including documents identifying the Works referenced in Schedule 3.1.

1.3 Construction of Contract

This Contract:

- a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of the Contract;
- b) supersedes any prior quote, agreement or understanding connected with that subject matter; and
- c) will apply to all work carried out in respect of this project including work carried out prior to the execution of this Contract unless expressly agreed to by Hirotec in writing.
- d) any terms and conditions attached to documents prepared by the Contractor will not replace, override or otherwise influence these terms and conditions unless expressly agreed to by Hirotec in writing.

Hirotec and the Contractor have entered into this Contract without relying on any representation by any other party or any person purporting to represent that party.

1.4 Governing Law and Jurisdiction

The Contract is governed by and is to be construed in accordance with the law of the State in which the work is to be undertaken. The Contractor unconditionally submits to the exclusive jurisdiction of the Courts in the state in which the work is to be undertaken.

1.5 Confidentiality and non-solicitation

The Contractor shall not divulge to any person any information obtained during the course of their services, with respect to the business, affairs or operations of Hirotec. The Contractor and its agents must not solicit Hirotec's Customer in any way in connection with the performance of services provided by Hirotec on this project or more generally. Any person engaged or employed by the Contractor in connection with the services will be bound by this provision. The Contractor acknowledges that damages will not be an adequate remedy if it breaches this clause.

This confidentiality obligations in this clause survive the expiration or termination of this agreement.

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2.0 CONDITIONS OF CONTRACT

2.1 Commencement, Completion & Defects Liability Period

The Contractor must promptly commence the Works unless otherwise specified or directed by Hirotec.

The Contractor shall carry out and complete the Works by the date(s) specified in Schedule 3.3. The Works are complete when:

- a) All parts of the Works are complete;
- b) The Works are operating satisfactorily and where required have been tested and commissioned;
- c) Where required, as installed and as-built drawings, warranties, certificates, operating and maintenance manuals, instruction data and any other documents, special tools, spares or remote controls have been supplied to Hirotec; and
- d) Items of plant and equipment used by the Contractor have been removed or stored and the Works have been cleaned and left in a state satisfactory to Hirotec.

If the Contractor fails to complete the Works by the date(s) specified or within any extended time approved in writing by Hirotec, the Contractor shall be indebted to Hirotec for liquidated damages at the rate stated in Schedule 3.8 for each week or part thereof during which the works or services remain incomplete.

If the Contractor is delayed in the completion of the Works by an act or omission of the Principal or its agents which is not permitted by this Contract Hirotec shall give the Contractor a reasonable extension to the date for completion subject to it receiving written notice of the delay within 14 days of its occurrence.

The Defects Liability Period specified in Schedule 3.8 commences on the day the Works are completed.

2.2 Warranties

The Contractor warrants:

- a) It has the skill and expertise to carry out the Works;
- b) The Works will be carried out with skill and expertise, in a proper and workmanlike manner and so as to be fit for any purpose reasonably known to the Contractor;
- c) It will perform its obligations under this Contract in an expeditious and economical manner using the degree of skill, care, diligence, prudence and foresight that would be expected from a skilled and experienced contractor with adequate resources engaged in the activity;
- d) It has accepted and allowed for in the Contract Sum all risks relevant to carrying out the Works except as otherwise specifically provided for in this Contract; and
- e) It has thoroughly examined any document provided by Hirotec and made its own enquiries so as to reasonably satisfy itself of the information contained in any such document.

2.3 Price and Payment

The Contractor acknowledges that the amount set out in Schedule 3.4 is:

- a) a fixed price for the duration of the Contract.
- b) a lump sum price for all of the Works including works identified in or to be reasonably inferred from the documents forming part of this Contract.
- c) will only be adjusted in accordance with this Contract

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

- d) includes all industry allowances, increases in the cost of materials or labour and all other amounts in relation to the Works whether foreseeable or otherwise except to the extent expressly excluded in this Contract.

The Contractor shall submit a detailed payment claim setting out details of the work performed, and the **amounts claimed on the 25th day of each month during the Works**, upon completion and at the end of the Defects Liability Period. Each such date is a reference date for the purposes of the Act.

A claim received on another day is deemed to be a payment claim on the next occurring reference date.

Within 10 Business Days of receipt of a payment claim Hirotec shall assess the claim and may advise the Contractor of its assessment. In assessing the claim Hirotec must have regard to:

- e) any amount which it is entitled to deduct or offset under this Contract;
- f) the value of the Works remaining to be completed such that there is always an amount of the Contract Sum remaining sufficient to complete the remaining Works;
- g) the extent to which any of the Works carried out are defective or do not comply with the Contract; and
- h) any amount owing by the Contractor to workers of the Contractor or any subcontractor.

Payment of the amount assessed will be made within the period specified in Schedule 3.9.

The Contractor shall not be entitled to any payment unless it has provided with its payment claim:

- i) Evidence of the currency of its Workers' Compensation Insurance and Public Liability Insurance, and of any other insurances it is obliged to effect under this agreement; and
- j) A statement signed by its representative who is in a position to know the relevant facts that all employees of the Contractor and all subcontractors have been paid all moneys owing to them in respect of the Works.

2.3.1 Security

The Contractor is to provide two unconditional undertakings from an Australian bank or other financial institution approved in writing by Hirotec, each in the amount of 2.5% of the Contract Sum before commencing the Works.

If the Contractor does not provide unconditional undertakings Hirotec shall retain an amount equal to 10% of any amount payable to the Contractor until Hirotec holds 5% of the Contract Sum.

In the event of any dispute between the parties Hirotec will be entitled to retain the security until the dispute is finally resolved, otherwise:

- a) 50% of the security will be released to the Contractor within 28 days of the Contractor achieving completion; and
- b) The final 50% of the security will be released to the Contractor within 28 days of the final defects liability period for the Project.

2.3.2 Goods and Services Tax

- a) 'GST' means the tax imposed pursuant to A New Tax System (Goods and Services Tax) Act 1999 (C'wealth);
- b) All prices and fees offered under this Contract should be **"plus GST, if any"**.
- c) Each party warrants that at the time any supply is made under this Contract under which GST is imposed, that party is or will be registered under the GST law. If the other party requests written evidence of registration, the party claiming to be registered will promptly produce evidence satisfactory to the other party who is seeking such evidence; and

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- d) Any invoice rendered by a party to the Contract that seeks to recover an amount of GST payable by that party must conform to the requirements for a tax invoice (as that term is defined in the GST law). If requested to do so by the recipient of the supply the supplier must provide a tax invoice within fourteen (14) days.

2.4 Pre-Commencement Requirements

Before commencing the Works the Contractor must complete a Contractor Accreditation Form, carry out any induction and supply the following information:

- a) Workers Compensation/Income Protection Certificates of Currency;
- b) Public Liability Certificates of Currency;
- c) Professional Indemnity Certificates if Currency (if applicable);
- d) Subcontractor's Statement; and
- e) Australian Business Number (ABN).

If this information is not provided Hirotec is entitled to set off an amount equivalent to the cost of the insurances required and withhold 49% of the amount payable or such other amount as may be specified by the ATO from time to time if no ABN has been provided.

2.5 Variations

Hirotec may at any time, direct the Contractor with respect to the Works including any addition to or deletion from the Works. No such direction will vitiate this Contract. The Contractor must comply with any such direction irrespective of whether there is an agreement concerning any additional costs.

If the Contractor considers that any such direction will cause it to incur additional costs it must provide Hirotec with written notice prior to carrying out the work the subject of the direction and in any event **within 7 days of the direction**. Failure by the Contractor to give such written notice shall disentitle it to any claim for additional costs arising out of the direction.

Hirotec may direct the Contractor to provide a detailed quote for any variation. The Contractor shall provide such a quote at its own cost.

2.6 Indemnities and Insurance

The Contractor indemnifies Hirotec, its agents, other contractors, employees or licensees against any and all loss, liability, damages costs, actions, demands and suits, including costs of whatsoever kind or nature arising out of:

- a) claims for injury to, or the death of, any person caused or contributed to by any act or omission of the Contractor, its servants or agents whilst performing any task related to this Contract;
- b) claims in respect of loss of, or damage to, any property upon which the Works are being performed or the property of Hirotec;
- c) Any breach of this Contract.

Before commencing the Works the Contractor shall take out insurance policies covering all of the liabilities referred in sub-paragraphs (a) & (b) above. The Contractor shall provide evidence that the insurances have been effected in accordance with clause 2.3 and upon request by Hirotec.

2.7 Subcontracting

The Contractor shall not subcontract any of the Works without the prior written consent of Hirotec, which consent shall not be unreasonably withheld.

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2.8 Wages & Conditions

The Contractor shall pay the rates of wages and observe and perform the conditions that are provided for in any relevant award or industrial agreement.

2.9 Control of Personnel

Hirotec may require the removal from the works or services of any person employed by the Contractor who is, in the opinion of Hirotec, in breach of any policy, incompetent, negligent or guilty of misconduct.

2.10 Quality and Compliance with Standards

The Contractor shall carry out the Works:

- a) To the standard expected of a competent and diligent contractor;
- b) In accordance with directions from Hirotec;
- c) In accordance with all applicable standards and legislative requirements; and
- d) In compliance with appropriate Hirotec Quality and OHS&E Systems.

In the event that Hirotec discovers any defect or non-conformance in the Contractor's Work at any time prior to the end of the Defects Liability Period specified Hirotec shall give notice to the Contractor identifying the defect and specifying a time for rectification.

Rectification works include all necessary breaking out, making good or other works necessary to rectify the defects and restore works associated with or in the vicinity of the Contractor's Work.

If the Contractor fails to rectify the defect within the time specified Hirotec may engage others to rectify any defect and the costs so incurred shall be a debt due from the Contractor.

Hirotec may have recourse to any security provided by the Contractor for the purpose of satisfying such a debt.

If the Contractor rectifies any defect during the defects liability period, the defects liability period will recommence from the date that such defect is rectified.

The Contractor's rights and responsibilities in respect of defects are in addition to any warranties the Contractor provides under this Contract or otherwise.

2.11 The Site

The Contractor must perform the Works in a manner which will minimise disturbance including without limitation, noise, dust or odour, to any persons owning or occupying the places where the Works are carried out.

The Contractor is required to inform itself of all matters relating to the carrying out of the Works including times and dates upon which site access will be available, induction procedures or other matters relating to access to the site and any matters which may impact upon the Works.

Where the Works may impact any persons owning or occupying the Site the Contractor will undertake the Works at any reasonable time or in any reasonable manner determined or directed by the owners, occupiers and/or Hirotec to minimise disturbance.

2.12 Termination for Convenience or Insolvency

Hirotec may terminate this Contract at any time for any reason for its sole convenience by giving written notice to the Contractor that the Contract is terminated pursuant to this clause 2.12.

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If Hirotec terminates the Contract for convenience the Contractor's sole entitlement shall be for the value of works completed to the date of termination, plus the cost of materials reasonably ordered and not able to be re-used or re-stocked so long as such materials are delivered to Hirotec in as new condition and good working order.

Hirotec may otherwise terminate the Contract by giving written notice to the Contractor that the Contract is terminated if:

- a) The Contractor informs any person that it is bankrupt or insolvent; or
- b) The Contractor commits an act of bankruptcy or a bankruptcy petition is presented to the Contractor or the Contractor is made a bankrupt; or
- c) A meeting of creditors of the Contractor is called; or
- d) The Contractor enters into a scheme of arrangement or composition with creditors; or
- e) A winding up order is made against the Contractor; or
- f) An application for the winding up of the Contractor is made and not stayed within 14 days; or
- g) The Contractor is placed under official management; or
- h) By any other act or omission of the Contractor or any other party Hirotec reasonably believes that the Contractor is or will be unable to pay its debts as and when they fall due.

If Hirotec terminates the Contract for an Insolvency Event it is entitled to set off against any sum owing to the Contractor all costs and expenses it incurs including but not limited to the costs of engaging others to complete the works, its administrative costs associated with completing the work, costs associated with its attendance at creditor's meetings, costs associated with dealing with persons or entities appointed to the Contractor which may include legal costs and any other costs it may incur by reason of the termination. Hirotec shall also be entitled to access the Contractor's security in order to recover such costs.

2.13 Termination for Default

If the Contractor commits a substantial breach of the Contract Hirotec may give the Contractor a written notice identifying the breach and specifying a reasonable period to rectify the breach.

Substantial breaches include, but are not limited to:

- a) failing to proceed with the works with due diligence and without delay including failing to provide sufficient personnel to complete the works in accordance with an issued program, any reasonable timeframe specified by Hirotec or otherwise within a reasonable time; or
- b) failing to provide evidence of all required insurances; or
- c) suspending work under the Contract; or
- d) failing to provide work or materials in accordance with the Contract.

If the Contractor fails to remedy any default specified in a notice issued by Hirotec pursuant to this clause within the time specified, Hirotec may terminate the Contract.

If the Contract is terminated, Hirotec may engage others to complete the Contractor's works and the costs incurred by Hirotec in doing so, including its reasonable administrative costs, shall be a debt due by the Contractor to Hirotec. Hirotec may access any security provided by the Contractor to satisfy such a debt.

2.14 Dispute Resolution

Notwithstanding any other provision, where any claim by the Contractor for extensions of time, additional payment or otherwise, (whether in relation to variations, delay and disruption to the

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

works or services, or otherwise) has been assessed or determined for the purposes of the Head Contract, then that assessment or determination shall be binding on the Contractor.

Otherwise, If any difference or dispute arises between the Contractor and Hirotec, the party raising the dispute shall give written notice to the other party identifying the nature of the dispute, the relevant contract provisions, facts giving rise to the dispute and the quantum (if any) to which the dispute relates.

Within 14 days of receipt of the notice, the senior executives (being a person within each of the Contractor and Hirotec with full authority to settle the dispute) shall meet at an agreed time and place and if no such time and place can be agreed, at Hirotec's offices at a time specified by Hirotec. The parties shall make bona fide attempts in the meeting to resolve the dispute.

In the event that the dispute is unable to be resolved within 42 days after receipt of the notice of dispute, the dispute is hereby referred to arbitration by a person agreed between the parties or failing agreement, by a person nominated by the Chairman of the state chapter of The Institute of Arbitrators & Mediators Australia in which the Works were carried out. The arbitration shall be conducted in accordance with and subject to the IAMA Arbitration Rules.

2.15 Certificate of Release

The Contractor must provide to Hirotec an executed Certificate of Release in the form set out in Appendix 5 with its claim for payment to be made upon completion of the Works.

2.16 Occupational Health, Safety and Rehabilitation Management (OHS)

The Contractor must comply with all OH&S Legislation in relation to the performance of the Works and any other matter relating to or arising out of this Contract.

The Contractor must otherwise do all things necessary to ensure that Hirotec discharges its obligations under the OH&S Legislation, not do or omit to do anything which would cause Hirotec to breach its obligations under OH&S Legislation and comply with all occupational health and safety policies or procedures issued or communicated to the Contractor from time to time.

The Contractor indemnifies Hirotec from and against all claims against Hirotec arising out of any breach of this clause by the Contractor.

2.17 Intellectual property rights

The Contractor grants to Hirotec a perpetual, irrevocable, transferable and royalty free license to use any intellectual property in any documents or other information prepared by the Contractor under this Contract for purposes connected with the Works.

The Contractor indemnifies Hirotec against any claim for infringement of any intellectual property right by any third party arising out of or in connection with the performance of the Works by the Contractor.

2.18 Warranties

The Contractor must procure and provide to Hirotec by the completion of the Works warranties for materials or equipment supplied by the Contractor for the periods specified in Schedule 3.7.

2.19 Interpretation

Act means the applicable security of payment legislation and includes the Building and Construction Industry Security of Payment Act (Vic), Building and Construction Industry Security of Payment Act (NSW), Building and Construction Industry Payments Act (Qld), Building and Construction Industry Security of Payment Act (SA), Building and Construction Industry Security of Payments Act (Tas) and the Building and Construction Industry (Security of Payment) Act (ACT).

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Business Day has the same meaning as that term in the Act

Contract Sum means the amount set out in Schedule 3.4.

Hirotec means any company within the Hirotec Group of companies.

OH&S Legislation means all occupational or workplace health and safety laws in force in the jurisdiction in which the Works are being carried out.

Schedule means a schedule to this Contract.

Site means any place or places where the Works will be carried out.

Works means the works or services set out in or to be reasonably inferred from the description in Schedule 3.1 and the documents referenced in Schedules 3.2 and 3.3.

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3.0 SCHEDULES

3.1 Description of the Scope of Works or Services

- Supply, installation and commissioning of the Fire Sprinkler system.
- Supply, installation and commissioning of Fire Sprinkler Control Valves and associated operation equipment.
- Installation only of LGP Gas Suppression System.
- Full Hydraulic calculations and drawings of Sprinkler system.
- Commissioning, testing and full compliance of relevant regulations and certification of sprinkler system, to include all pressure test certification.
- Operational and Maintenance Manuals, to form part of the final project.
- All access / scaffolding required including protection of cables (rubber mats).
- Daily cleaning and high protection focus and management of dust control
- Warranty and Defects
- Order and delivery of FIP for whole project

Exclusions: (By Hirotec / Others)

- Supply and Delivery of LGP Gas Suppression Material / Equipment as provided
- Access to above ceiling works (tiled & plasterboard) access / patch and paint by Hirotec
- No installation including openings for relief dampers
- No mechanical motorised dampers on existing systems for gas suppression spaces

1. Fire Systems Installation \$ [REDACTED]

3.2 Specification Schedule & Supplementary Documents

Title	Reference No	Revision	Date
Fire Services Technical Specification – Waterman Projects	25556 Optus Exchange	2	6 th December 2017

3.3 Drawing Schedule

As per Intrax Transmittal Dated 15 May 2020

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

Transmittal

**Re:** Optus Exchange - Belrose**Date:** 15-May-20**Pages:****From:** Mike Valentine / Alex Rodriguez / Innes Wall**File:** 20200004 FT011.xlsx**Distribution Register:**

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E= Electronic

P= Paper

Reason For Issue:

CD-Concept Design	DR-Design Review	Day	3	15							
FA-For Approval	TI-Tender Issue	Month	04	05							
CI-Contract Issue	FC-For Construction	Year	20	20							
AB-As Built Issue	Reason For Issue	CI	CI								

Documents Issued:

Drawing Number	Scale	Drawing Title	C U R R E N T	Revision							
E327-F0000	NTS	COVER SHEET, NOTES AND LEGEND	B	A	B						
E327-F0001	1:200	SITE PLAN	B	A	B						
E327-F0002	1:100	AREA OF WORKS SCHEDULE	B	A	B						
E327-F1100	1:100	WET FIRE SERVICES GROUND LEVEL PLAN	B	A	B						
E327-F1300	NTS	WET FIRE SERVICES SCHEMATIC	B	A	B						
E327-F1400	AS NOTED	WET FIRE SERVICES DETAIL SHEET 1	B	A	B						
E327-F1401	AS NOTED	WET FIRE SERVICES DETAIL SHEET 2	B	A	B						
E327-F2100	1:100	DRY FIRE SERVICES GROUND LEVEL PLAN	B	A	B						
E327-F2300	NTS	DRY FIRE SERVICES SCHEMATIC	B	A	B						
E327-F3100	1:100	GAS SUPPRESSION SYSTEMS GROUND LEVEL PLAN	B	A	B						
E327-F3300	NTS	GAS SUPPRESSION SYSTEMS SCHEMATIC	B	A	B						
E327-F3400	As Noted	GAS SUPPRESSION SYSTEMS DETAILS	B	A	B						

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

Transmittal



E327-F4100	1:100	BUILDER'S WORK GROUND LEVEL PLAN	B	A	B															
		FIRE SERVICES TECHNICAL SPECIFICATION	B	A	B															

3.4 Fixed Lump Sum Price

Project Component Description	Price (Ex GST)
Fire system supply Installation, test and commission.	\$
Total Lump Sum Price	\$

3.5 Project Dates

Stage	Commencement Date	Completion Date
Stage 1	1 st Feb 2021	31 st March 2021
Stage 2		
Stage 3		
Stage 4		
Overall Dates	As per Hirotec Construction Program A	As per Hirotec Construction Program A

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

3.6 Defects Liability Period

Please enter an 'X' where appropriate in the table below:

NA: ☐ 12 Months: ☒ 24 Months: ☐ Other: Number of Months ☐

3.7 Warranty Period

Please enter an 'X' where appropriate in the table below:

NA: ☐ 12 Months: ☒ 24 Months: ☐ Other: Number of Months ☐

3.8 Liquidated Damages

\$ per day

3.9 Terms of Payment

45 Days from the end of the month in which the invoice was received by Hirotec

Example of these terms:

Invoice issued on the 23rd on the month January xx
Payment Scheduled for Payment 15th day of March xx

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4.0 SIGNATORY PAGE

BETWEEN: HIROTEC MAINTENANCE PTY LTD ABN 84 075 569 541 (Hirotec)
AND: [REDACTED] ABN: [REDACTED] (Contractor)
ADDRESS: [REDACTED]
[REDACTED]
[REDACTED]
TELEPHONE: TEL: [REDACTED]
FACSIMILE: TEL: [REDACTED]
E-MAIL: [REDACTED]

IN WITNESS WHEREOF the parties hereto have duly executed this Contract on the date(s) set out below.

SIGNED ON BEHALF OF
HIROTEC MAINTENANCE PTY LTD

SIGNED ON BEHALF
OF THE CONTRACTOR

Signature

Signature

Name Robert Carter

Name

Title General Manager Projects

Title

Date

Date

in the presence of:

WITNESS

WITNESS

DATE

DATE

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

APPENDIX I: TENDER INTERVIEW

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

APPENDIX 2: STATUTORY DECLARATION

Required with monthly claim.



Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

APPENDIX 3: SUBCONTRACTOR STATEMENT

Required with monthly claim.



opt011.pdf

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

APPENDIX 4: SCHEDULE OF RATES

Rates are to be used for the assessment of positive and negative variations and shall be inclusive of all labour, materials and documentation required for the supply, installation, testing, and commissioning of the scheduled item.

This is to be inserted

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____

APPENDIX 5: CERTIFICATE OF RELEASE

FINAL ACCOUNT STATEMENT

CONTRACT TITLE & NO: Optus Belrose Exchange E00
 BETWEEN: HIROTEC MAINTENANCE PTY LTD ABN 84 075 569 541
 (Hirotec)
 AND: [REDACTED] (Contractor)
 PROJECT: Optus Belrose Exchange Fire Systems Upgrade

Original Contract Sum	\$ [REDACTED]
Final Contract Sum	\$ [REDACTED]
Less: Payments to Date	\$
Less: Back-charges	\$
Less: Retention Sum	\$
Agreed Balance Owing	\$

The Contractor acknowledges this as being the Final Account Statement and understands that upon signing this document as being a true and accurate account for the Contracted Works, no further claims under the Contract will be recognised. The amount of retention stated above (if any) will be released in accordance with the Contract.

Upon signing this document the Contractor acknowledges receipt of the Agreed Balance Owing from Hirotec and also acknowledges that payment of the foregoing amount is in full and final settlement of all outstanding matters between Hirotec and the Contractor on the Project or in relation to the Contract other than any security to be released at the conclusion of the Defects Liability Period. The Contractor otherwise releases Hirotec, its employees, agents, consultants from all claims, liabilities, damages, expenses and costs howsoever arising out of the Contract or in relation to the Project.

In respect of Public Liability, Workers Compensation, Superannuation, Accident Pay and Long Service Leave Contributions, the Contractor confirms the currency and payment in full of these requirements and declares that no amounts are owing in respect of the Project to any person including employees and subcontractors.

SIGNED ON BEHALF OF
HIROTEC MAINTENANCE PTY LTD

SIGNED ON BEHALF
OF THE CONTRACTOR

Signature

Signature

Name

Name

Title

Title

Date

Date

Hirotec PO: _____ Hirotec Initial: _____ Date: _____ Subcontractor Initial: _____ Date: _____