

FIREVOLT

FIRE SAFETY & COMPLIANCE

TERMS AND CONDITIONS OF SERVICE

Version 2.0 | Effective: July 2025

Firevolt Pty Ltd

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IMPORTANT: These Terms and Conditions contain provisions that limit Firevolt's liability. Nothing in these Terms excludes, restricts or modifies any right or remedy under the Australian Consumer Law where such exclusion would be unlawful.

FIREVOLT PTY LTD Terms and Conditions of Service | Version 2.0

INTRODUCTION

These Terms and Conditions of Service ("Terms") govern all fire safety and compliance services provided by Firevolt Pty Ltd ("Firevolt") to its clients. By accepting a quotation from Firevolt, the Client agrees to be bound by these Terms in their entirety.

These Terms apply to all service engagements including one-off jobs, recurring service agreements, and any work performed by Firevolt's subcontractors under Firevolt's management. These Terms take precedence over any terms and conditions supplied by the Client unless otherwise agreed in writing by a director of Firevolt.

1. DEFINITIONS

In these Terms, the following definitions apply:

"Agreement" means these Terms and Conditions together with any accepted Quotation.

“Australian Consumer Law” means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

“Client” means the person, company or entity that accepts a Quotation from Firevolt for the provision of Services.

“Compliance Certificate” means any certificate, inspection report, service record, test and tag label, or other document issued by Firevolt following completion of a Service.

“Emergency Plan” means an emergency response and evacuation diagram, warden structure, and associated documentation prepared by Firevolt.

“Firevolt” means Firevolt Pty Ltd (ABN: 18662681950) and its authorised personnel.

“GST” means Goods and Services Tax as defined under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“Intellectual Property” means all rights in reports, Emergency Plans, evacuation diagrams, compliance documents, photographs, training materials, and any other work product created by Firevolt in connection with the Services.

“PFAS” means per- and polyfluoroalkyl substances, including PFOA, PFOS, and any associated compounds found in firefighting foam and suppression agents.

“Quotation” means a written document provided by Firevolt specifying the scope, pricing, and terms for a proposed Service.

“Recurring Service” means a Service that is scheduled to occur at regular intervals as agreed between Firevolt and the Client.

“Services” means all fire safety and compliance services provided by Firevolt, including fire extinguisher servicing; fire blanket and hose reel testing; smoke alarm testing; test and tag of portable electrical equipment; fire warden training; emergency planning and evacuation diagrams; safety compliance audits; workplace health and safety support; fire suppression system inspection and maintenance; and any related advisory or consulting services.

“Subcontractor” means a third-party trades or specialist contractor engaged by Firevolt to perform all or part of a Service on Firevolt’s behalf.

2. QUOTATIONS AND SCOPE OF WORK

2.1 Firevolt will provide a written Quotation setting out the scope of work, pricing, and any specific conditions applicable to the proposed Services.

2.2 A Quotation is valid for 30 days from the date of issue unless otherwise stated. After this period, Firevolt reserves the right to revise pricing.

2.3 The Client must accept the Quotation in writing (including by email or electronic means) before Firevolt will schedule or commence any Services. Verbal acceptance does not bind Firevolt.

2.4 The scope of Services is limited to what is described in the accepted Quotation. Any additional work identified on-site or requested by the Client during the performance of Services will require a separate Quotation and written acceptance before Firevolt is obligated to perform that additional work.

2.5 These Terms take precedence over any purchase order, client-supplied terms, or other document provided by the Client, unless Firevolt has expressly agreed in writing, signed by a director, to be bound by alternative terms.

2.6 If the Client is acting as a principal, head contractor or property manager on behalf of a third party, the Client warrants that it has authority to engage Firevolt on these terms and accepts full responsibility for payment regardless of any arrangement with the underlying owner or occupier.

3. SCHEDULING AND SITE ACCESS

3.1 Upon written acceptance of a Quotation, Firevolt will contact the Client to arrange a service date. Scheduling is subject to technician availability and may be adjusted by Firevolt on reasonable notice.

3.2 The Client must ensure that Firevolt personnel have safe, unobstructed access to all areas, equipment, panels, and devices required to perform the Services on the agreed service date.

3.3 If access is denied, restricted, or the site is not ready when Firevolt personnel attend, Firevolt reserves the right to:

(a) charge a site attendance fee equal to the greater of \$150 or 25% of the quoted Service value; and

(b) reschedule the Service at the next available date, subject to Firevolt's schedule.

3.4 Firevolt is not liable for any lapse in compliance, failure of equipment, or regulatory non-compliance that results from the Client failing to provide access on the agreed service date.

3.5 The Client is responsible for obtaining any permits, building management approvals, or occupant notifications required before Firevolt personnel attend the site.

3.6 For fire warden training bookings, the Client is responsible for ensuring trainee attendance. If no trainees attend a scheduled session without at least 48 hours prior written notice, a cancellation fee of the full quoted training fee will be charged.

3.7 Firevolt will take all reasonable steps to minimise disruption to the Client's operations while performing Services, but the Client acknowledges that some Services may require temporary interruption to alarms, systems, or normal site operations.

4. RECURRING SERVICES

4.1 Where the Client has agreed to Recurring Services, Firevolt will maintain a service schedule and use reasonable endeavours to contact the Client in advance of each scheduled service date.

4.2 The Client is responsible for ensuring that: site access is available on the scheduled service date; the Client's contact details held by Firevolt are kept current; and the Client responds to Firevolt's scheduling communications within 5 business days.

4.3 If Firevolt is unable to contact the Client within a reasonable period, or if the Client fails to respond to scheduling communications, Firevolt's obligation to perform the Recurring Service is suspended. Firevolt is not liable for any compliance lapse, equipment failure, or regulatory breach arising from a delayed or missed service in these circumstances.

4.4 Where a service site changes ownership, tenancy, or management, the Client must notify Firevolt in writing within 14 days. Firevolt's obligations under any Recurring Service schedule remain with the Client who entered the Agreement unless Firevolt expressly agrees in writing to transfer the schedule.

4.5 Recurring service pricing is reviewed annually. Firevolt will provide at least 30 days written notice of any pricing adjustment. If the Client does not accept the revised pricing, either party may terminate the Recurring Service arrangement with 30 days written notice.

4.6 Firevolt's reminder service is provided as a courtesy and does not transfer to Firevolt the Client's responsibility for maintaining compliance. The Client remains solely responsible for ensuring that all fire safety equipment at their premises is serviced in accordance with applicable Australian Standards and legislation.

5. SUBCONTRACTORS

5.1 Firevolt may engage licensed Subcontractors to perform all or part of the Services. Where Subcontractors are used, the Client's contractual relationship remains solely with Firevolt. The Client does not have any direct contractual relationship with Firevolt's Subcontractors.

5.2 Firevolt accepts responsibility for the quality and compliance of work performed by its Subcontractors to the same standard as if Firevolt had performed the work directly, subject to the liability limitations in Section 11 of these Terms.

5.3 Firevolt will ensure that all Subcontractors engaged to perform fire suppression system work, or any other licensed trade work, hold the appropriate licences, qualifications, and insurance required under Queensland legislation and applicable Australian Standards.

5.4 All invoicing for Subcontractor work performed under a Firevolt Quotation will be issued by Firevolt under Firevolt's ABN. The Client must not pay Subcontractors directly for work forming part of a Firevolt Services engagement without Firevolt's prior written consent.

5.5 The Client must not directly engage any Subcontractor introduced through Firevolt for the same or similar services for a period of 24 months following completion of the relevant Services, without Firevolt's written consent. A breach of this clause entitles Firevolt to claim a referral fee equal to 20% of the value of any work engaged directly.

5.6 Firevolt does not accept liability for work performed by third-party contractors engaged directly by the Client, even where that work is related to or adjacent to Services Firevolt has performed.

6. PAYMENT

6.1 The Client agrees to pay Firevolt the amounts specified in the accepted Quotation, plus applicable GST, in accordance with the payment terms set out in this clause.

6.2 Standard payment terms are 14 days from the date of invoice unless an alternative term is agreed in writing at the time of Quotation acceptance.

6.3 Invoices that remain unpaid after the due date will attract a late payment fee of \$25 per week (or part thereof) for each week the invoice remains outstanding, charged from the due date.

6.4 Firevolt reserves the right to charge interest on overdue amounts at a rate of 10% per annum calculated daily, in addition to late payment fees, from the date the invoice falls due until the date of payment.

6.5 All prices are exclusive of GST unless stated otherwise. Where GST is applicable, Firevolt will issue a tax invoice and the Client must pay the GST component in addition to the quoted price.

6.6 Where pricing has been calculated on the basis of information provided by the Client (including number of items, equipment, or site area), and the actual scope of work on-site exceeds that estimate, Firevolt may charge for the additional work at its standard rates. Firevolt will notify the Client before undertaking material additional work where it is reasonable and practicable to do so.

6.7 Firevolt may require a deposit of up to 50% of the quoted value prior to commencing Services for new clients, large jobs, or where Firevolt incurs material upfront costs.

6.8 If an invoice remains unpaid for more than 60 days, Firevolt may suspend all ongoing Services to the Client, refer the debt to a third-party collection agency, and/or commence legal proceedings for recovery. The Client agrees to pay all reasonable costs of debt recovery including legal costs on a solicitor-client basis.

6.9 The Client must not withhold or set off any payment due to Firevolt on account of any dispute, alleged defect, or counterclaim without Firevolt's prior written agreement.

7. CANCELLATIONS AND NO-SHOWS

7.1The Client may cancel or reschedule a confirmed service appointment by providing written notice to Firevolt at least 48 hours before the scheduled attendance time, at no charge.

7.2Cancellations made with less than 48 hours notice will incur a cancellation fee of the greater of \$150 or 25% of the value of the cancelled Services.

7.3If Firevolt personnel attend a site and the Client fails to attend, or the site is inaccessible, without prior notice, a no-show fee of the greater of \$150 or 50% of the quoted service value will be charged.

7.4Cancellation fees apply to training sessions where the full session is cancelled with less than 48 hours notice.

7.5Firevolt reserves the right to cancel or reschedule a service appointment with at least 24 hours notice to the Client. Where Firevolt cancels with less than 24 hours notice other than due to a safety emergency or circumstances beyond Firevolt's control, Firevolt will use reasonable endeavours to rebook at a time suitable to the Client.

8. COMPLETION OF SERVICES

8.1Firevolt will perform the Services using qualified and licensed personnel (or Subcontractors as provided in Section 5) in accordance with applicable Australian Standards and legislative requirements.

8.2Services are deemed complete upon Firevolt's issue of a Compliance Certificate, completion report, or written confirmation that the Services have been performed.

8.3Where equipment tested or serviced is found to be beyond repair or requires replacement, Firevolt will notify the Client in writing. Firevolt is not responsible for the non-compliant status of equipment that existed prior to its attendance.

8.4The Client must raise any dispute as to the completeness or quality of Services within 7 business days of receiving the Compliance Certificate or completion notice. Disputes raised after this period will be assessed at Firevolt's discretion.

8.5Where Firevolt identifies additional deficiencies or required works beyond the original scope during the performance of Services, Firevolt will notify the Client in writing. Firevolt's obligation under the accepted Quotation does not extend to those additional items unless a new Quotation is issued and accepted.

9. COMPLIANCE AND CERTIFICATION

9.1All Services will be carried out in accordance with applicable Australian Standards (including AS 1851, AS 1670, AS 3000, and other relevant standards), the Queensland Fire and Emergency Services Act 1990, the Building Fire Safety Regulation 2008 (Qld), and all other applicable legislation.

9.2Firevolt will provide Compliance Certificates or service records upon completion of applicable Services. These documents are intended for the Client's use at the identified site only.

9.3Compliance Certificates issued by Firevolt are valid for the period specified in the relevant Australian Standard. It is the Client's responsibility to ensure that Services are rescheduled and completed before any certificate lapses.

9.4Firevolt does not warrant that compliance with Australian Standards will guarantee the Client's compliance with all applicable legislative or insurer requirements. The Client is responsible for satisfying any additional requirements imposed by their insurer, regulator, or building owner.

9.5 Where the Client requires compliance documentation in a specific format, the Client must advise Firevolt at the time of accepting the Quotation.

10. INTELLECTUAL PROPERTY

10.1 All Intellectual Property in work product created by Firevolt in connection with the Services remains the property of Firevolt.

10.2 Upon full payment of all amounts due, Firevolt grants the Client a non-exclusive, non-transferable licence to use the work product solely for the Client's internal business purposes at the identified site. The Client must not reproduce, share, on-sell, or distribute Firevolt's work product to third parties without Firevolt's written consent.

10.3 Emergency Plans and evacuation diagrams must be updated whenever there is a material change to the site layout, occupancy, or emergency equipment. The Client is responsible for notifying Firevolt of any such changes. Firevolt is not liable for loss arising from the Client's use of outdated documentation.

11. LIABILITY

Australian Consumer Law

11.1 To the extent that the Australian Consumer Law applies to the Services, nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy that the Client is entitled to under the Australian Consumer Law or any other applicable law that cannot lawfully be excluded.

11.2 Where the Australian Consumer Law applies and Firevolt is permitted to limit its liability, Firevolt limits its liability for failure to comply with a consumer guarantee, at Firevolt's option, to: re-supplying the Services; or paying the cost of having the Services re-supplied.

Limitation of Liability

11.3 Subject to clause 11.1, and to the maximum extent permitted by law, Firevolt's total aggregate liability to the Client for all claims arising out of or in connection with any single Services engagement shall not exceed the total fees paid by the Client to Firevolt for the specific Services giving rise to the claim.

11.4 Subject to clause 11.1, Firevolt excludes all liability to the Client for indirect, consequential, special, or incidental loss or damage, including but not limited to loss of revenue, loss of profit, loss of data, loss of business opportunity, or business interruption, whether arising in contract, tort (including negligence), statute, or otherwise.

11.5 Firevolt's limitation of liability does not apply in cases of gross negligence, wilful misconduct, fraud, or death or personal injury caused by Firevolt's negligence.

Pre-Existing Conditions

11.6 Firevolt is not liable for any loss, injury, or damage arising from: pre-existing defects or non-compliant conditions present at the site before Firevolt's attendance; the Client's failure to act on Firevolt's written recommendations within a reasonable time; or the Client's failure to maintain equipment or systems following Firevolt's service.

11.7 Firevolt is not liable for any compliance lapse or regulatory consequence that results from the Client's failure to provide access, respond to scheduling communications, or arrange timely Recurring Services.

12. INDEMNIFICATION

12.1The Client indemnifies and holds harmless Firevolt, its directors, employees, and Subcontractors from and against all claims, losses, damages, costs, and expenses (including legal costs on a solicitor-client basis) arising from or in connection with:

- (a) the Client's breach of these Terms;
- (b) the Client's failure to provide accurate information about the site, equipment, or hazardous materials prior to Firevolt's attendance;
- (c) the Client's failure to maintain compliance following Firevolt's written recommendations;
- (d) any act or omission of the Client, its personnel, or third-party contractors at or around the site during or after the performance of Services; or
- (e) the Client's failure to update Emergency Plans or compliance documentation when required.

12.2The indemnity in clause 12.1 does not apply to the extent that the loss or damage is caused by Firevolt's own negligence, wilful misconduct, or breach of these Terms.

13. INSURANCE

13.1Firevolt holds Professional Indemnity and Public Liability insurance underwritten by Lloyd's of London through AWIB Pty Ltd t/as Global Underwriting, appropriate to the nature and scope of the Services provided.

13.2The Client is strongly encouraged to maintain its own public liability, property, and business interruption insurance. Firevolt does not accept liability for losses that could reasonably have been covered by the Client's own insurance.

13.3Firevolt's insurance does not cover cyber incidents, data breaches, or losses arising from unauthorised access to or misuse of the Client's data or systems. Neither party should assume any cover exists for such events under Firevolt's policy.

13.4Firevolt's insurance does not cover claims arising from PFAS contamination. Refer to Section 15 for Firevolt's position on hazardous materials.

14. CLAIMS, ADMISSIONS AND NOTIFICATIONS

14.1Firevolt will not make any admission of liability, offer to pay compensation, or settle any claim by the Client or a third party without first obtaining its insurer's written consent. The Client must not make any statement, offer, or admission on Firevolt's behalf regarding any incident or potential claim.

14.2If the Client becomes aware of any incident, damage, injury, or circumstance that may give rise to a claim against Firevolt, the Client must notify Firevolt in writing as soon as reasonably practicable. Delay in notification may affect both parties' ability to respond to or manage the claim.

14.3The Client must preserve all relevant evidence, documentation, and equipment in its existing condition following any incident until Firevolt and its insurer have had a reasonable opportunity to inspect.

14.4The Client must not conduct repairs or remediation work in connection with an incident or alleged defect without first notifying Firevolt and obtaining Firevolt's written consent, except where immediate action is required to prevent injury or further damage.

15. HAZARDOUS MATERIALS AND PFAS

15.1The Client must disclose to Firevolt, prior to any site attendance, the presence of any known or suspected hazardous materials at the site, including asbestos, PFAS-containing fire suppression agents (such as Aqueous Film-Forming Foam / AFFF), chemical storage, or other known environmental hazards.

15.2Firevolt does not accept any liability, and its insurance provides no cover, for any loss, damage, claim, cost, or expense arising directly or indirectly from PFAS or perfluorinated compounds (PFC/PFAS), including contamination of land, water, or property; remediation or clean-up costs; or personal injury alleged to arise from PFAS exposure.

15.3Where Firevolt personnel identify the likely presence of PFAS-containing suppression agents or other hazardous materials during a site attendance, Firevolt reserves the right to suspend the Services until appropriate safety measures are in place and to issue a revised Quotation for any additional safety requirements.

15.4Firevolt does not provide advice on the management, disposal, or remediation of PFAS or other hazardous substances. The Client should engage a specialist environmental consultant for such matters.

16. CONFIDENTIALITY AND DATA

16.1Each party agrees to keep confidential all non-public information disclosed by the other party in connection with the Services, and to use such information only for the purposes of the Agreement. This obligation survives termination of the Agreement for a period of 3 years.

16.2Firevolt will collect, hold, and use the Client's personal and business information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Firevolt's Privacy Policy is available at firevolt.com.au/policy.

16.3The Client is solely responsible for the security of its own systems, networks, and data. Firevolt does not accept any liability for loss, theft, or corruption of the Client's data, whether or not arising from Firevolt's attendance at the Client's premises.

17. HEALTH, SAFETY AND ENVIRONMENT

17.1Firevolt is committed to performing all Services in accordance with its obligations under the Work Health and Safety Act 2011 (Qld) and all other applicable work health and safety legislation.

17.2The Client, as a Person Conducting a Business or Undertaking (PCBU), must: provide a safe working environment for Firevolt personnel; disclose all known site hazards before Firevolt's attendance; notify Firevolt immediately if an incident occurs during the performance of Services; and comply with any safe work instructions issued by Firevolt personnel.

17.3Firevolt reserves the right to suspend or withdraw from a site immediately where Firevolt personnel reasonably believe that continuing work would expose them to an unacceptable risk of harm. Firevolt will not be liable for any delay, compliance lapse, or loss arising from a safety suspension.

18. DISPUTE RESOLUTION

18.1If a dispute arises in connection with these Terms or any Services, the party raising the dispute must provide written notice to the other party detailing the nature of the dispute.

18.2 Within 10 business days of receiving a dispute notice, the parties must meet (in person, by telephone, or video) to attempt to resolve the dispute in good faith.

18.3 If the dispute is not resolved within 20 business days, either party may refer the matter to mediation administered by the Queensland Law Society or another mutually agreed mediation body. The cost of mediation will be shared equally.

18.4 If mediation does not resolve the dispute, either party may commence proceedings in an appropriate court in Queensland, Australia.

18.5 Regardless of any dispute, the Client must continue to pay all undisputed invoices by their due date.

19. TERMINATION

19.1 Either party may terminate a Recurring Service arrangement by providing 30 days written notice to the other party.

19.2 Firevolt may immediately terminate any Agreement or suspend all Services if: the Client fails to pay any amount due within 60 days of the due date; the Client is insolvent or enters administration or liquidation; the Client commits a material breach of these Terms and fails to remedy that breach within 14 days of written notice; or the Client engages in conduct that is abusive, threatening, or unsafe toward Firevolt personnel.

19.3 Termination of an Agreement does not affect any accrued rights or obligations of either party, including the Client's obligation to pay for Services already performed.

19.4 Upon termination, the Client must immediately pay all outstanding amounts due to Firevolt. Firevolt will provide all Compliance Certificates and service records for completed Services upon receipt of all outstanding payments.

20. GENERAL PROVISIONS

20.1 Governing Law. These Terms are governed by the laws of Queensland, Australia. The parties submit to the exclusive jurisdiction of the courts of Queensland.

20.2 Entire Agreement. These Terms and the accepted Quotation constitute the entire agreement between the parties in relation to the Services and supersede all prior agreements, representations, and understandings.

20.3 Amendments. Firevolt may amend these Terms from time to time by publishing updated Terms on its website. Amendments take effect for new Quotations accepted after the date of publication.

20.4 Severability. If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

20.5 Waiver. A failure by Firevolt to enforce any provision of these Terms does not constitute a waiver of Firevolt's right to enforce that or any other provision in the future.

20.6 Assignment. The Client must not assign or transfer any rights or obligations under these Terms without Firevolt's prior written consent. Firevolt may assign its rights and obligations to a related entity or successor business without the Client's consent, provided the Client is notified in writing within 14 days.

20.7 Force Majeure. Firevolt is not liable for any delay or failure to perform its obligations caused by events outside Firevolt's reasonable control, including natural disasters, government action, pandemic, industrial action, or supply chain disruption.

20.8 Electronic Communication. These Terms and any Agreement may be entered into, amended, or communicated by email or other electronic means, and electronic records will be treated as written documents.
