



ThyssenKrupp Elevator Australia

Raine & Horne Strata – Sydney
Level 2, 51 Rawson St
Epping NSW 2121

Date: 11th December 2013

Attention: Peter Bone

Quote Ref Number: 126073



**RE: Strata Plan 52948 - 1-15 Fontenoy Rd, Macquarie Park
Lift Hazard and Risk Quotation and Lifecycle Budget.
Lifts 1-4**

Dear Peter,

Thank you for granting us the opportunity to provide a Hazard and Risk Assessment for the 4 x Passenger Lifts located at the above mentioned property, and for allowing me to assist you in the implementing of your Risk Management Plan.

Our offer is as follows:

1. HAZARD AND RISK ITEMS

1-15 FONTENOY RD, MACQUARIE PARK – LIFT NO. 1 - 4				
ITEM	DESCRIPTION	LEVEL OF RISK	PER LIFT PRICE (Excluding GST)	TOTAL PRICE (Excluding GST)
H2	Lift Car Handrails (2 per car)	LOW	\$2,483.00	\$9,932.00
H2	Main and Auxiliary Car Button Panels	LOW	\$11,500.00	\$46,000.00
H2	Landing Button Panels	LOW	\$8,850.00	\$35,400.00
H2	Voice Announcer	LOW	\$2,017.00	\$8,068.00
H11	Pit egress device	HIGH	\$1,283.00	\$5,132.00
H12	Pit stop switches	HIGH	\$1,117.00	\$4,468.00
H12	Machine room stop switches	HIGH	\$1,033.00	\$4,132.00
H14	Pit man clearance signage	HIGH	\$323.00	\$1,292.00
H17	Alarm device to car top and pit (inc new Emergency phone with voice message)	MEDIUM	\$2,667.00	\$10,668.00
H25	Unlocking device all floors	HIGH	\$7,950.00	\$31,800.00
H37	3D passenger protection device	HIGH	\$3,250.00	\$13,000.00
H41	Car top guardrails	HIGH	\$2,350.00	\$9,400.00

ThyssenKrupp Elevator Australia Pty Ltd
18 Huntley Street, Alexandria NSW 2015
PO Box 16, Surry Hills NSW 2010
Internet: www.thyssenkruppelevator.com.au
Tel: 61 2 8303 9000
Fax: 61 2 9310 4446
ABN: 12 073 056 149
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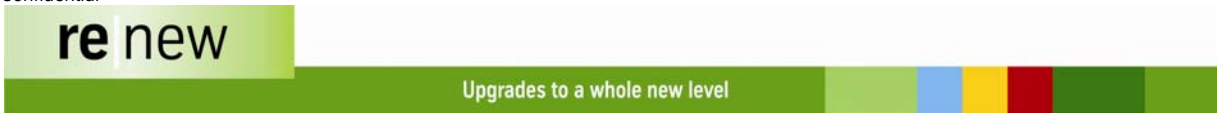
H43	Car exhaust fan (inc Key Switch)	MEDIUM	\$2,417.00	\$9,668.00
H47	Rope brakes	HIGH	\$12,400.00	\$49,600.00
H51	Slack rope governor switch	HIGH	\$1,433.00	\$5,732.00
H53	Buffer return switches	HIGH	\$4,017.00	\$16,068.00
H58	Double electro-mechanical brake	HIGH	To be completed with future machine upgrade	To be completed with future machine upgrade
H65	Lockouts to auxiliary circuit breakers	HIGH	\$488.00	\$1,952.00
H71	Danger and warning signage	HIGH	\$400.00	\$1,600.00
H85	Emergency lighting to the lift car roof	HIGH	\$1,367.00	\$5,468.00
SUB TOTAL (Excluding GST)			\$67,345.00	\$269,380.00
SINGLE PROJECT DISCOUNT 5%			-\$3,367.25	-\$13,469.00
GRAND TOTAL (Excluding GST)			\$63,977.75	\$255,911.00

This price is valid for **30 days** and is subject to our standard conditions.
 All works to be carried out during normal working hours **7:30am to 4:00pm**.

2. PROPOSED PROGRAM OF WORKS and BUDGET PRICES:

ITEM	RECOMMENDED TIME FRAME	BUDGET PRICE
Hazard & Risk OH&S non-Compliant items based on the Report		
HIGH RISK	0 - 1 year	\$149,644.00
MEDIUM	0 - 3 years	\$20,336.00
LOW	0 - 5 years	\$99,400.00
Major Upgrade Items		
Controller	0 - 5 years	\$300,000.00
Machines	10-15 years	\$200,000.00
Lift Car, Landing Buttons	0 - 5 years	\$85,000.00
Lift Car Landing Door Equipment	0 - 1 years	\$250,000.00
Lift Car Interior	0 - 7 years	\$150,000.00

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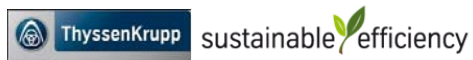
ThyssenKrupp Elevator Australia

We trust this meets your approval should you wish to discuss the above please feel free to call the undersigned.

Yours Sincerely,
ThyssenKrupp Elevator Australia Pty Ltd

Jeremy Barnes

NSW Renew Manager
Mobile: 0414 459 235 E-Mail: jeremy.barnes@tkea.com.au



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ThyssenKrupp Elevator Australia

Attached is a copy of **ThyssenKrupp Elevator Australia Pty Ltd** general terms and conditions for contract repair and upgrade works.

I authorise ThyssenKrupp Elevator Australia Pty Ltd to proceed with the works and agree to the contract conditions as attached and the liability for the payment of the amount quoted.

The above proposal when accepted shall constitute a binding contract between the parties.

**APPROVED AND ACCEPTED BY
THYSSENKRUPP ELEVATOR AUSTRALIA PTY
LTD**

**ACCEPTED ON BEHALF OF
"Insert Client Company Name Here"**

Signature of Authorised Representative

Signature of Authorised Representative

Jeremy Barnes

Print Name

Print Name

NSW Renew Sales Manager

Position

Position

REF: 126073

DATE:

CUSTOMER PURCHASE ORDER NUMBER:

CUSTOMER BILLING DETAILS:

CUSTOMER BILLING ADDRESS:

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THYSSENKRUPP ELEVATOR AUSTRALIA - GENERAL TERMS & CONDITION APPLICABLE TO QUOTATION SALES 03.07.12

1. DEFINITIONS

In these terms and conditions:

"Contract" means the contract formed between TKE and the Customer by an Order accepted by an Order Acknowledgement

"Customers" means the person/company, its servants or agents placing the Order with TKE

"Goods" means goods, products, equipment and materials (related to the Works) supplied and installed by TKE under the Contract

"Order Acknowledgement" means an Order is accepted when TKE receives from the Customer a signed quotation or a purchase order.

TKE means ThyssenKrupp Elevator

2. TERMS AND CONDITIONS OF QUOTATION

2.1 The Contract resulting from the Customer's acceptance of TKE's quotation expressly includes these standard terms and conditions.

2.2 Unless otherwise stated in writing, quotations lapse after 30 days from the date of issue.

2.3 No action will commence unless TKE received a signed Order Acknowledgement or purchase order from the Customer.

2.4 The contract price is disclosed or referred to in the quotation or purchase order.

2.5 The parties acknowledge and agree that a binding contract is formed upon TKE's acceptance of the Order Acknowledgement or purchase order.

2.6 All works to be completed during normal business hours unless stated otherwise

2.7 The current TKE Maintenance contract remains in force during the progress of the works reflected in the quotation

3. VARIATION

3.1 No purported variation of a Contract will be effective unless it is in writing.

3.2 A new quote will be issue for the variation and the price for the additional work shall be added to the Contract price.

4. PAYMENT TERMS

4.1 Invoices shall be payable within 28 days of the issue date of the invoice.

4.2 TKE will invoice in the following manners unless otherwise stated:

(a) 20% of the quoted value on receipt of the order;

(b) 40% upon commencement on site; and

(c) the remaining 40% on practical completion of the portion of the works.

4.3 Any payment not made in accordance with clause 4.1 shall bear an interest of 18% p.a. from the due date of payment until the date of that payment is actually received by TKE.

5. OCCUPATIONAL HEALTH AND SAFETY

5.1 The Customer must provide:-

(a) provide all necessary site conditions required to provide a safe workplace to TKE, its servants and agents and shall comply with the requirements of Occupational Safety and Health laws and standards.

(b) if at any stage the conditions of the workplace become unsafe, TKE has the right to suspend all work until such conditions of work have been remedied to TKE's satisfaction. TKE shall be reimbursed for any costs associated with this suspension and also will be granted an extension of time.

5.2 TKE must:-

(a) ensure its staff are adequately trained and qualified to perform the works;

(b) ensure its staff performing the works have trained in safety procedures in applicable safe work method statements and comply with the relevant legislation and regulations.

5.3 Both parties must:-

(a) have a responsibility to notify the other party when they are aware of any death, injury to any person or damage to property arising to goods or services provided.

6. FORCE MAJEURE

6.1 TKE shall not be liable for any delay, or any consequences of delay resulting from civil commotion, lockouts, strikes, loss or damage resulting from fires and/or all other causes beyond TKE's control.

6.2 If for any reason that TKE is not given access to the site upon the date stipulated in the contract or agreed by the parties whereby TKE cannot commence work, then the Customer shall reimburse or make well any loss or damage financial or otherwise sustained by TKE in respect of any additional handling charges for storage, insurance, demurrage or any other proper expenditure incurred by TKE and TKE shall be entitled to extend the time of its performance of the work.

7. LEGAL TITLE

7.1 The legal and equitable title to the Goods will only be transferred from TKE to the Customer when the Customer has met and paid all that is owned to TKE on any account whatsoever.

7.2 The Customer acknowledges that until the Customer has met and paid all that is owned to TKE on any account whatsoever, the Customer holds the Goods as bailee for TKE and that a fiduciary relationship exists between TKE and the Customer.

8. DEFAULT

8.1 The Customer will be in default if:

(a) The Customer breaches the Terms and Conditions of the payment for the Goods and the Works by the due date of payment;

(b) The Customer being an individual commits an act of bankruptcy or becomes an insolvent under administration;

(c) The Customer being a body corporate becomes an externally administered body corporate or has an application for winding up filed against it.

8.2 If the Customer defaults, TKE may:

(a) Treat the whole contract and any other contract with the Customer as repudiated and sue for the breach of the contract;

(b) Refuse to supply to Goods or install the work;

(c) Claim the return of any Goods in the Customer's possession where title has not passed to the Customer.

9. INSURANCE

9.1 TKE must and effect the following policies of insurance:-

(a) public liability insurance not less than \$20 million for any single event;

(b) worker's compensation; and

(c) professional indemnity.

10. INDEMNITY

10.1 TKE'S INDEMNITY

Subject to clause 14, TKE is liable for and indemnifies the Customer against all liabilities resulting from personal injury, death of any person caused by the breach of this agreement or negligent act or omission of TKE, its servants and agents, except to the extent that such injury or death to persons arises from any act or omission, or a breach of this agreement by Customers, its servants and agents.

- 10.2 **CUSTOMER'S INDEMNITY**
The Customer shall indemnify TKE, its servants and agents and keep them indemnified against all damage, expenses, loss or liability or whatsoever nature suffered or incurred by TKE or any third party claim which arise out of or in connection with this agreement or any act or omission of the Customer except to the extent that such damage, expense, loss or liability or third party claim arises from any act or omission or a breach of this agreement by TKE, its servants or agents.
- 10.3 The indemnities provided by the parties under clause 10 are continuing obligations and shall survive the expiration or termination of this agreement.
11. **DEFECTS LIABILITY**
- 11.1 Should any defects arise from faulty material or workmanship within 12 months of practical completion of the Work, TKE shall correct such defects free of charge to the Customer during normal working hours. This warranty does not include defects due to improper use or maintenance by the Customer or the Equipment covered under this Contract.
- 11.2 Specified and or proprietary items that are not belonged to TKE selection shall be subject only to the warranty extended to TKE by the supplier and /or of the manufacturer of such items.
12. **OVERTIME**
All work shall be performed in normal working hours of our regular working days unless otherwise specified. If overtime becomes necessary and is agreed, additional charges at TKE's usual rates will be added to the quotation.
13. **TRADE PRACTICES ACT (CTH) 1974 AS AMENDED AND FAIR TRADING ACTS**
Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
14. **LIQUIDATED DAMAGES**
Where TKE is liable for any damages in delays in TKE's performance of its obligations under this agreement, such damages shall be restricted to 1% of the contract sum per week with the maximum total liability in damages of 10% of the contract sum of such portion of the equipment as cannot be usefully employed.
15. **TKE'S LIABILITY**
- 15.1 To the maximum extent that the law permits, TKE's liability under this agreement for or in respect of any claims arising out of or in connection with this agreement shall be limited to the following:-
(a) in case of goods supplied pursuant to this agreement, the payment of the cost of replacing the goods or acquiring equivalent goods; and
(b) in case of services supplied to this agreement, the payment of the cost of having the services supplied again.
- 15.2 TKE shall not be liable for property damage, personal injury, economic loss (financial loss without damage to persons or property and whether or not arising from damage to persons or property) or any other liability unless specifically set out in clauses 10 and 15.
16. **DRAWINGS AND ILLUSTRATIONS**
- 16.1 All specifications, drawings and descriptive matters are submitted as a general guide to size or appearances of the units offered and are not to be considered as Contract data.
- 16.2 Where improvements in design, manufacturing technique, material availability or installation procedures will offer an installation at least equal to that described in this quotation. TKE reserves the right to change the specification to incorporate such improvements without prior written notice.
17. **ASBESTOS, DUST, etc**
Notwithstanding any other provisions in this contract TKE shall not be liable for any loss, damage, or costs resulting from any delay, disruption or interference to the progress of the work arising in connection with the risks to health caused by the site of asbestos material, silicon dust whether or not such matters were discoverable at any time by TKE.
18. **RETENTION**
Retention, of applicable shall be in the form of our standard bank guarantee and shall not exceed 5% of the original contract sum, reducing to 2.5% at the commencement of the defects liability period.
19. **JURISDICTION**
The laws of the State or Territory where the Premises are located govern this Agreement and the courts of that jurisdiction have exclusive jurisdiction in connection with this Agreement.
20. **SEVERABILITY**
If any provision of this agreement shall be invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.
21. **ENTIRE AGREEMENT**
This Contract contains the final and entire agreement of TKE and the Customer with respect to the works and this contract supersedes any and all prior agreements, arrangements, understandings, undertakings, promises, representations, statements and communications, oral, written between the parties.
22. **DISPUTE RESOLUTION**
- 22.1 If there is a dispute or disagreement between TKE and the Customer in relation to the contract, then TKE and the Customer shall use all reasonable endeavours and reasonably appropriate alternative dispute resolution procedures as soon as possible before resorting to litigation.
- 22.2 Nothing in this clause prevents a party seeking urgent interlocutory relief from a court or requires that party to participate in informal resolution processes for longer than 30 days after a dispute has arisen.
23. **INTELLECTUAL PROPERTY**
- 23.1 The Customer acknowledges and agrees that the Intellectual Property created in the Goods will be the absolute and exclusive property of TKE.
- 23.2 If the Goods supplied has a microprocessor based control system, then this agreement does not include the rights and title to the control software listings. The software always remains the property of TKE, and no listing of software will be provided. Under no circumstances is copying or reproducing any manner of the software is authorized.

Print Name: _____ Signature: _____

For and Behalf of Company: _____

Date: _____