

Our pricing is based on rational and well-managed delivery process where all parties communicate and co-ordinate activities and our workflow is not disrupted by events beyond our control.

**Services to be provided**

Viscon Systems shall provide to the Client the technical services described in the accompanying letter. In providing those services, Viscon Systems, shall exercise the degree of skill, care and diligence normally exercised by technical specialists in similar circumstances. Any dispute between the Client and Viscon Systems shall first be the subject of Mediation.

**Information**

The Client shall provide to Viscon Systems briefing and documentation necessary concerning the Client's project requirements and Viscon Systems has relied upon such information as has been provided up to the date of the accompanying letter and shall rely on information subsequently for the purposes of the project.

**Contract Conditions**

An agreement to our offer should be fully expressed and in no sense dependent on the provisions of a head contract.

**Design Responsibility**

Responsibility for the design of the mechanical services shall remain vested in the engineer of the contract specifications and drawings.

**Construction Program**

Our Fee is conditional upon the mutual agreement of a comprehensive coordinated program for the works. The program shall state agreed start and completion dates and progressive timescales for receipt of information, approvals, deliveries, installation, commissioning and demonstration.

**Start-up, Check Out and Testing**

This shall be undertaken during a timescale to be agreed and written into the construction program. We shall commission all equipment within the direct scope of our works where applicable in accordance with the principles ASHRAE Guideline 1.1-2007 HVAC&R Technical Requirements for The Commissioning Process. Should the agreed timescale cease to be accommodated within the contract period for reasons beyond our control our work shall be completed there-after and we shall be exempt from any liability for damages for delay including but not limited to liquidated and ascertained damages.

**Maintenance**

This shall be undertaken with due skill and care the service for each item of the equipment at the maintenance intervals as nominated in the Recalibration and Testing Frequency Schedule, generally in accordance with manufacturers' recommendations and good engineering practice. Our working hours are 8:00am to 5pm Monday to Friday excluding Public Holidays.

**Insurance**

The terms and values of our insurances are available upon request.

**Fee**

Our fee is valid for 30 days from date of accompanying letter. All site-related allowances are excluded. All prices exclude G.S.T. and acceptance of our Agreement shall be deemed an agreement to pay to us all G.S.T properly chargeable and due.

**Payment**

The payment provisions shall be in accordance with the Building and Construction Industry Security of Payment Act 1999 NSW (as amended in 2013). Payment terms shall be 14 days net. A prepayment of 20% of fee is to be advanced, prior to works commencing.

**Liability**

The liability of Viscon Systems in respect of the project whether arising before, during or after the project, and on any basis, shall be limited to: i) the supplying of the services again; or ii) the payment of having the services supplied again.

In the case of Products, any one or more of the following:

- (i) the replacement of the Products or the supply of equivalent Products;
- (ii) the repair of the Products;
- (iii) the payment of the cost of replacing the Products or of acquiring equivalent Products.

After the expiration of one (1) year from the date of invoice in respect of the final amount claimed, Viscon Systems shall be discharged from a liability in respect of the Services whether under the law of contract, tort or otherwise.

**Suspend or Terminate**

Viscon Systems may suspend or terminate their obligations under this Agreement:

In the event of:

- Monies payable to Viscon Systems being outstanding for more than 60 days;
- Other breach by the Client of their obligations hereunder, which breach has not been remedied within 30 days of written notice from Viscon Systems requiring the breach to be remedied, or Upon giving the Client 60 days written notice of their intention to do so.

**Assign, Transfer or Sublet**

If Viscon Systems considers it appropriate to do so, they may with the Client's prior approval, which shall not be unreasonably withheld, engage another contractor or specialist to assist Viscon Systems.

Neither party may assign, transfer or sublet any obligation under this Agreement without the written consent of the other. Unless stated in writing to the contrary, transfer or subletting shall release the assign or from any obligation under this Agreement.