

DPX PROJECTS

The following terms and conditions relate to services provided by The Trustee for DPX Projects Trust "DPX", A.B.N **69 136 124 852** [within the "Diverse Group of Companies"], as trustee for DPX Projects Pty Ltd A.C.N. **164 582 174** QBCC: 1305015

These General Terms are interpreted according to the rules of interpretation.

1. AGREEMENT TO SUPPLY THE SERVICE

DPX will supply the Services on the terms and conditions of the standard form of Agreement/Contract for the Services which comprises:

- a) a Formal Proposal will be noted as the "standard form of agreement".
 - i the full-Service Description, and service options, will be provided within the Proposal.
 - ii phases proposed to complete the services, will be provided within the Proposal.
 - iii quoted price per Service Description and or Phases, will be provided within the Proposal.
 - iv full fee schedules, will be provided within the Proposal.
 - v proposed time frames for acceptance of the services, will be provided within the Proposal.
- b) if any of the terms of the proposal are inconsistent with any other forms of communications/and or documents, then the formal proposal will prevail in the order set out above.

2. INVOICES AND PAYMENT

Unless otherwise agreed, DPX may invoice the client:

- a) in accordance with the approved proposal/quote
- b) No work will commence until a written order is received by "DPX" by email (admin@dpxprojects.com.au) or (lyndak@dpxprojects.com.au)
- c) all quotations given by DPX are subject to acceptance by the client within 30 days of the date of proposal, unless otherwise specified.
- d) prices quoted for all services, works and or phases are subject to variation by DPX after the expiration of any time limit imposed on the proposal supplied by DPX.
- e) all documentation and fee schedules supplied by DPX are confidential and shall remain the property of DPX, and no parts of any such documents shall be divulged to other parties without prior consent by DPX.
- f) all prices quoted are in Australian dollars and subject to GST unless otherwise stated.
- g) a valid tax invoice in respect of each taxable supply will be issued.
- h) at DPX's discretion, a 50% deposit will be requested from time to time.
- i) a non-refundable deposit may be required
- j) Project Coordination/Management activities do not cover associated costs excluded under the proposal and/or costs such as QBCC insurance, Q-Leave levies, colour consultants, engineer's or remedial builders works, security over the project, access etc.

1. DPX payment terms are strictly 7 days from invoice date.
2. The client will pay each amount invoiced in the way and by the due date specified on the invoice.
3. DPX will endeavour to include a comprehensive description of your services on your invoice.
4. DPX reserves the right to re-issue any invoice if any error is later discovered. If the client has overpaid as a result of a billing error, your account will be credited with the overpayment or, DPX will refund the overpayment promptly after your request and after deduction of any other amounts due by the client to DPX.

5. If the client does not pay any amount invoiced by the due date (except any amount which is validly disputed), then DPX may charge interest on overdue invoices. Interest shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at DPX's sole discretion such interest shall compound monthly at such a rate)
6. The client may not withhold, deduct or set-off any amount from or against any payment due by the client to DPX in any circumstances.
7. Payment will be made by cash, cheque, direct deposit or by any other method agreed between DPX and the client.

3. BILLING DISPUTES

- a) The client may dispute an amount invoiced by DPX.
- b) To raise a valid dispute, the client must:
 - make a request to DPX, by email or in writing, to investigate the specific charges or invoice, providing at the same time specific evidence which demonstrates that a particular charge or invoice is incorrect; and
 - make any such request to DPX within 3 months of the date of the relevant invoice.
- c) The client may only make a claim or commence proceedings alleging that any charge or invoice is incorrect, or you are entitled to a refund for overpayment, if the client does so within 3 months of the date of invoice or overpayment.
- d) If the client raises a valid dispute, then DPX will conduct investigations which are reasonably necessary and appropriate in the circumstances of the dispute. At the end of these investigations, the client will pay any outstanding amount, within five (5) Business Days.

4. ACCEPTANCE

Any instructions received by DPX from the client for the performance of the services and/or the Client's acceptance of the services performed by DPX shall constitute acceptance of the terms and conditions contained herein.

- a) Where more than one Client has entered into this contract/agreement, the Clients shall be jointly and severally liable for all payments of the invoice.
- b) Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of DPX
- c) The Client shall give DPX not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, or business practice).
- d) The client shall be liable for any loss incurred by DPX as a result of the Client's failure to comply with this clause.
- e) The services are performed by DPX only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
- f) Without prejudice to any other remedies DPX may have, if at any time the Client is in breach of any obligation (including those relating to payment) DPX may suspend or terminate the services and any of its other obligations under the terms and conditions. DPX will not be liable to the Client for any loss or damage the Client suffers because DPX has exercised its rights under this clause.

5. CANCELLATION

- a) DPX Projects may cancel any contract/ agreement to which these terms and conditions apply or cancel delivery of Works at any time before the Works/services are completed by giving written notice to the Client. On giving such notice DPX Projects shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to DPX Projects for Works already performed.
- b) DPX Projects shall not be liable for any loss or damage whatsoever arising from such cancellation.
- c) In the event that the Client cancels delivery of the Works /services the Client shall be liable for any loss incurred by DPX Projects (including, but not limited to, any amounts owing by the Client to DPX Projects for Works already performed and any loss of profits) up to the time of cancellation.

6. GENERAL

- a) Notifications to Occupants in occupied buildings are the responsibility of the building manager or building owner.
- b) DPX Projects does not assume principal contractor status when offering Project Management or Project Coordination services.
- c) Rectification works and/or Variations: - No work/services will be undertaken to rectify any work /service which has been caused by others until a written order has been received.
- d) DPX Projects will not claim responsibility to any damage caused to any part of the structure/installation, which is related to age, deterioration, 'wear and tear', or from movement within the structure
- e) DPX Projects is indemnified by the building owner against liability for any incidents occurring in the course of the works, either directly or indirectly associated with the works.
- f) Quotations priced by sketches, plans, schedules or specification supplied by the client are subject to the accuracy provided. "DPX" will not be held liable for inaccuracies of quantity, dimension, material or position actually required or used exceeding the quotation
- g) All payment claims will be made under the Building & Construction Industry Payments Act 2004
- h) These terms and conditions and any agreement/contract/quote to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- i) DPX Projects may license or sub-contract all or any part of its rights and obligations without the Client's consent
- j) The failure by DPX Projects to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect DPX Projects' right to subsequently enforce that provision.
- k) Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

7. PRIVACY AND PERSONAL INFORMATION

- a) DPX will collect personal information directly from the client, and also during their ongoing relationship with the client. DPX will only use it in order to render and perform their services.
- b) DPX will share personal information within the Diverse DPX Group of companies only.

8. INTELLECTUAL PROPERTY

DPX owns all material (including Intellectual Property Rights) developed by it, or its Personnel, or at its or their direction. Any documents including but not limited to any provided by DPX and the copyright contained therein, shall remain the property of the DPX. Th shall in no way alter or misrepresent the contents of such documents. Copies of any reports or documents will be for internal purposes only.

9. CONFIDENTIALITY

DPX and the client each agree to keep confidential the other's Confidential Information.

10. DEFINITIONS

- a) "DPX" shall mean DPX Projects Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of DPX Projects Pty Ltd
- b) "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by DPX Projects to the Client.
- c) "Contract/ Agreement" means contract/agreement between Client and DPX for the execution of the Project or services
- d) "Works" shall mean all Works and / services performed by DPX Projects for the Client, including any advice or recommendations, as described on the invoices, quotation, work authorisation or any other forms as provided by DPX Projects to the Client.