

**ARRI AUSTRALIA PTY LIMITED**  
**ABN 76 114 618 389**

**TERMS AND CONDITIONS OF SERVICE**

1. **INTERPRETATION**

In these Terms:

- 1.1. **“Agreement”** means any agreement between ARRI Australia and the customer for the provision of Services;
- 1.2. **“ARRI Australia”** means ARRI Australia Pty Limited ABN 76 114 618 389;
- 1.3. **“ARRI Australia’s Premises”** means Unit 6C, 5 Talavera Road, Macquarie Park NSW 2113;
- 1.4. **“Consequential Loss or Damage”** includes but is not limited to loss of profits, revenue, use or opportunity, re-installation costs, removal costs and any other remote or indirect form of damage;
- 1.5. **“Equipment”** means all articles of equipment hired from ARRI Australia by the customer from time to time;
- 1.6. **“Goods”** means all goods including consumables sold and/or delivered by ARRI Australia to the customer from time to time;
- 1.7. **“GST”** means the Goods and Services Tax imposed by A New Tax System (Goods & Services Tax) Act 1999 and any related act and/or regulations;
- 1.8. **“Services”** means all maintenance, repair and on-site technical support services provided by ARRI Australia to the customer from time to time; and
- 1.9. **“Service Charges”** means the moneys charged by ARRI Australia for the provision of the Services with a minimum charge of \$35.00 per invoice;
- 1.10. **“Terms”** means these Terms and Conditions of Sale.

2. **APPLICATION**

- 2.1. These Terms apply to the provision of Services to the customer by ARRI Australia but not to the hire of Equipment which will be governed exclusively by the Terms and Conditions of Hire of ARRI Australia or the sale of Goods which will be governed exclusively by the Terms and Conditions of Sale of ARRI Australia. The customer acknowledges having received a copy of the Terms and Conditions of Hire and the Terms and Conditions of Sale together with the Terms.
- 2.2. No amendment, alteration, waiver or cancellation of these Terms is binding on ARRI Australia unless confirmed in writing by ARRI Australia.
- 2.3. The customer acknowledges and agrees that no employee or agent of ARRI Australia may make any representation, warranty or promise in relation of the Services other than as contained in these Terms.

3. **TERMS OF PAYMENT**

- 3.1. Payments must be made in full, without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement to the customer.
- 3.2. Payments must be made within thirty (30) days of the date of invoice in cash or cleared funds.
- 3.3. In the absence of any specific written direction to the contrary, payments will be credited against the oldest outstanding account of the customer with ARRI Australia to the most recent.
- 3.4. The customer cannot set-off from any payment, any counter-claims that the customer may have against ARRI Australia.
- 3.5. Interest is payable on all overdue accounts calculated on a daily basis at the rate of interest equivalent to the Westpac Banking Corporation’s indicator rate as at the final date of payment plus 2% until full payment is received by ARRI Australia.

4. **PROVISION OF SERVICES**

- 4.1. The customer must pay the Service Charges.
- 4.2. ARRI Australia will provide the Services in a professional and workman like manner.
- 4.3. The customer acknowledges and agrees that, if the Services are repair services to customer’s property:
  - 4.3.1. while ARRI Australia will use its best endeavours to repair all customer’s property, ARRI Australia but will not be responsible if the Services are not successful and the customer’s property cannot be repaired;
  - 4.3.2. the customer will be liable to pay the Service Charges even if the Services are not successful; and
  - 4.3.3. any time and cost estimate for the completion of the Services is based on the assumption that any spare parts required for the Services are held in stock at ARRI Australia’s Premises.
- 4.4. The customer acknowledges and agrees that, if the Services are maintenance services to customer’s property, any time and cost estimate for the completion of the Services is based on the assumption that:
  - 4.4.1. any spare parts required for the Services are held in stock at ARRI Australia’s Premises; and

- 4.4.2. all previous maintenance services have been completed in accordance with the manufacturer's specifications and manuals.

5. **CUSTOMER'S PROPERTY**

- 5.1. All customer's property in or under ARRI Australia's custody and control is and will remain entirely at the risk of the customer from the moment the customer's property is left at ARRI Australia's Premises until its collection by the customer.
- 5.2. The customer must, at its own expense, maintain the customer's property and insure it for its full replacement value against theft, destruction, fire, water and other risks.

6. **GOODS AND SERVICES TAX**

- 6.1. GST is not included in the quoted price.
- 6.2. Where GST is imposed on ARRI Australia in respect of the supply of Services then the customer must pay ARRI Australia the amount of such GST in addition to the quoted price.
- 6.3. ARRI Australia must give the customer written notice of the amount of any GST payable under this clause and provide a tax invoice showing the amount of GST payable.

7. **NOTICE OF DEFECT**

Unless the customer has given written notice to ARRI Australia within seven (7) days after the provision of the Services that the Services were not of the agreed standard, the Services are deemed to have been provided in a professional and workman like manner and compliant with the customer's instructions.

8. **DEFAULT**

If:

- 8.1. the Services are not paid for in accordance with these Terms or any other applicable written agreement; or
- 8.2. any other event occurs which is likely to adversely affect the customer's ability to pay for the Services (including but not limited to the appointment of a receiver, administrator, liquidator or similar person [each an "insolvency representative"] to the customer's undertaking),

then ARRI Australia may at any time thereafter, without notice to the customer and without prejudice to any other rights which it may have against the customer, terminate any contract relating to the Services.

9. **ARRI AUSTRALIA'S LIABILITY LIMITED**

- 9.1. These Terms do not affect any rights conferred by the Trade Practices Act (1974).
- 9.2. ARRI Australia is not subject to, and the customer releases ARRI Australia from any liability (including but not limited to Consequential Loss or Damage) arising from any delay in delivery or fault or defect in the Services. The customer acknowledges that ARRI Australia is not responsible if the Services do not comply with any applicable safety standard(s) or similar regulation(s), and that ARRI Australia is not liable for any claim, cost, damage or demand resulting from such non-compliance.
- 9.3. If any statutory provisions under the Trade Practices Act 1974 or any other statute(s) apply to the Agreement then, to the extent to which ARRI Australia is entitled to do so, ARRI Australia's liability under the statutory provisions is limited, at ARRI Australia's option, to:
  - 9.3.1. re-supply of the Services; or
  - 9.3.2. refund of moneys paid by the customer to ARRI Australia, supply of equivalent Services, and in either case, ARRI Australia will not be liable for any Consequential Loss or Damage or other direct or indirect loss or damage.

10. **WARRANTY**

- 10.1. ARRI Australia warrants that the Services will be provided in a professional and workmanlike manner.
- 10.2. The provisions of any act or law (including but not limited to the Trade Practices Act 1974) implying terms, conditions and warranties, or any other terms, conditions and warranties which might otherwise apply to or arise out of the Agreement in relation to the Services are hereby expressly negated and excluded to the full extent permitted by law.
- 10.3. The customer expressly acknowledges and agrees that it has not relied on, and ARRI Australia is not liable for any advice given by ARRI Australia, its servants, agents, representatives or employees in relation to the suitability of the Services for any purposes.

11. **CATALOGUES AND TECHNICAL DOCUMENTS**

- 11.1. Particulars in leaflets, catalogues, drawings, brochures and other printed material are illustrations only, form no part of the contract between ARRI Australia and the customer, and are not binding on ARRI Australia.
- 11.2. All technical documents such as drawings, illustrations, descriptions, etc., are the exclusive property of ARRI Australia. They must not be made available to third parties, or copied, duplicated or used to reproduce any part of the Services.

12. **FORCE MAJEURE**

ARRI Australia will not be liable for any breach of contract due to any matter or thing beyond ARRI Australia's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of

God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention of public authority, explosion or accident).

13. **WAIVER OF BREACH**

No failure by ARRI Australia to insist on the strict performance of any of the terms in these Terms is a waiver of any right or remedy which ARRI Australia may have, and is not a waiver of any subsequent breach or default by the customer.

14. **NO ASSIGNMENT**

Neither the Agreement nor any rights arising under the Agreement may be assigned by the customer without the prior written consent of ARRI Australia which is at ARRI Australia's absolute discretion.

15. **SEVERABILITY**

If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

16. **CONTRACT / GOVERNING LAW**

The terms of contract between the parties are wholly contained in these Terms and any other writing signed by both parties. The contract is deemed to have been made at ARRI Australia's Premises in Sydney and any cause of action is deemed to have arisen there.

**THE CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS OF SERVICE**

.....  
(Customer's Name)

.....  
(Signature)

.....  
(Date)

.....  
(Position)