



WORK ORDER TERMS AND CONDITIONS

(Effective February 2024)

1. SUPPLY OF GOODS AND/OR SERVICES

- 1.1. In consideration of payment of the Price by LockNet, the Service Provider must perform the Services in accordance with the Work Order (which includes these Work Order Terms and Conditions).
- 1.2. To the extent that the Service Provider has provided terms and conditions with any quotation (including as printed on consignment notes, invoices or other documents) and those terms and conditions are inconsistent or different to these Work Order Terms and Conditions, the Service Provider's terms and conditions will be void and of no legal effect and will not constitute any part of the contract unless an authorized representative of LockNet signs those terms and conditions and those terms and conditions are annexed to the Work Order.
- 1.3. The Service Provider must, in supplying the Goods or performing the Services:
 - a. not unduly interfere with LockNet's or it's Customer's activities or the activities of any other person at the site address;
 - b. be aware of and comply with and ensure that the Service Provider's employees, agents, and suppliers are aware of and comply with:
 - (i) all applicable Laws;
 - (ii) all site standards and procedures, to the extent that they are applicable to the performance of the Services; and
 - (iii) all lawful directions and orders given by LockNet's representative, or any person authorized by Law to give directions to the Service Provider.

2. PRICE

- 2.1. The Price indicated on any Work Order issued by LockNet shall be an estimate only.
- 2.2. Notwithstanding clause 2.1, under no circumstances is the Service Provider permitted to exceed the Not To Exceed (NTE) limit included in the Work Order without prior authorization from LockNet.
- 2.3. The Price is inclusive of all costs incurred by the Service Provider in connection with the performance of the Services, including but not limited to consumables, Service Provider Goods, trip charges, fees, charges, and taxes (if applicable).

3. TAXES

- 3.1. The Service Provider shall state separately on all invoices any taxes imposed by federal, state, or local authorities on the use and/or sale of Service Provider Goods and/or performance of the Services.
- 3.2. No tax shall be included for which an exemption is available.
- 3.3. In the event it is subsequently determined that any tax included in the Price was not required to be paid, the Service Provider agrees to notify LockNet and to make prompt application for the refund,

to take all necessary steps to obtain the refund and to pay the amount of such refund to LockNet.

4. WORK ORDER DELIVERABLES

- 4.1. In this section Work Order Deliverables means:
 - a. Check in / check out method;
 - b. Pictures prior to and upon completion of the Services;
 - c. Description of the Services actually performed;
 - d. Completion status of the Services; and
 - e. Site manager approval.
- 4.2. Work Order Deliverables may be completed via the LockNet Tech App or by contacting your LockNet representative by phone or email. Check in /check out requirements must only be completed via the LockNet Tech App or by phone.
- 4.3. Time is of the essence in the provision of the Work Order Deliverables and, unless otherwise approved by LockNet in writing, must be provided prior to leaving the site. In no event shall any approval by LockNet to submit the Work Order Deliverables exceed twenty-four (24) hours from the time the Services were completed.

5. INVOICING

- 5.1. Upon completion of the Services, the Service Provider must (in addition to the requirements of clause 4) provide LockNet a valid invoice which must include the information set out in clause 5.3.
- 5.2. Failure by the Service Provider to comply with the provisions of clause 5.1 for any reason within thirty (30) days from the date of completion of the Services will constitute a waiver by the Service Provider of all its right to payment for the performance of the Services or otherwise in respect of the applicable Work Order.
- 5.3. The Service Provider's invoice must include the following details:
 - a. a reference to the Work Order;
 - b. a detailed description of the performed Services, including (if applicable) any Service Provider Goods used (broken down by manufacturer, model number) and the relevant quantity;
 - c. any trip charges;
 - d. an individual reference (invoice number) for LockNet to quote with remittance of payment;
 - e. the amount of any applicable taxes.
- 5.4. LockNet will pay all invoices that comply with clause 5.3 within thirty (30) days from the date which the Service Provider's invoice is received, except where LockNet disputes the invoice in which case:
 - a. LockNet may withhold payment of the disputed amount pending resolution of the dispute; and
 - b. if the resolution of the dispute determines that LockNet must pay an amount to the Service Provider, LockNet must pay that amount upon resolution of that dispute.

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5.5. LockNet may reduce any payment due to the Service Provider under this Agreement by any amount which the Service Provider must pay LockNet, including costs, charges, damages and expenses and any debts owed by the Service Provider to LockNet on any account whatsoever. This does not limit LockNet's right to recover those amounts in other ways.

6. LIENS

6.1. At all times, the Service Provider will keep the property of any of LockNet's Customers free of liens arising out of the performance of the Services or otherwise under this Agreement.

6.2. LockNet may withhold any payment otherwise due to the Service Provider until Service Provider submits proof of waiver of lien, in a form satisfactory to LockNet, that all lienable claims have been fully paid.

7. QUALITY

7.1. The Service Provider Goods and/or Services must be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose LockNet expressly specifies in the Work Order.

7.2. The Service Provider Goods must be of acceptable quality, safe and free from defects, acceptable in appearance and finish, do all things that the goods are ordinarily used for, and unless otherwise specified in the Work Order, must be new.

8. WARRANTY PERIOD

8.1. If, during the Warranty Period, any of the Service Provider Goods or Services are found to be Defective, the Service Provider must:

- a. repair or replace the Defective Service Provider Goods;
- b. re-perform or make good the Defective Services; or
- c. reimburse LockNet for any direct expenses incurred in repairing, re-performing, or making good (as the case may be) any Defective Service Provider Goods or Services should the Service Provider decline or fail in its obligations to do so at the Service Provider's cost, if requested to do so by LockNet.

9. CONFIDENTIALITY

9.1. Each party must not, and must ensure that its sub suppliers do not, divulge to third parties any information relating to any Work Order, the performance of the Services or any supplied goods, unless and until such information is within the public domain (other than by a breach of this clause) or express written consent has been given by the relevant party.

9.2. Each party shall indemnify the other and keep the other party indemnified from and against all liabilities, losses, damages, actions, suits, proceedings, claims, costs (including legal costs) and expenses arising from any breach of this clause 9 by the indemnifying party whatsoever.

10. INDEMNITY

10.1. The Service Provider will indemnify LockNet and its Customers (each an "Indemnified Party") and keep each Indemnified Party indemnified from and against all liabilities, losses, damages, actions, suits, proceedings, claims, costs and expenses arising from or in connection with:

- a. injury to (including illness or disability), or death, of any persons; and
- b. loss or destruction of or damage to or loss of use of any property,

caused by or contributed to by the act or omission of the Service Provider or its directors, officers, employees, agents, or suppliers, or by any breach of this Agreement by the Service Provider (including any breach of a warranty), except to the extent and the proportion such was caused by or contributed to by the negligent or otherwise wrongful acts or omissions of an Indemnified Party.

11. BREACH AND TERMINATION

- 11.1. LockNet may terminate any Work Order for its convenience (without further requirement to provide reason) in its absolute discretion by giving the Service Provider written notice with immediate effect.
- 11.2. In the event that LockNet terminates the Work Order then subject to any other rights of LockNet under this Agreement LockNet must pay for the Services performed by the Service Provider in accordance with the Work Order prior to the date of termination.

12. INSURANCES

- 12.1. Service Provider shall obtain and maintain insurance to protect the Goods supplied pursuant to any Work Order for all risks of loss until accepted by the site manager at the site address.
- 12.2. The Service Provider shall obtain and maintain for the entire duration of the performance of the Services the following insurance coverage:
 - a. Commercial General Liability (occurrence form), covering bodily injury and property damage liability, contractual liability, products and completed operations liability; and, if performing construction or repair services, including broad form property damage liability (BFPD), with minimum limits of \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate;
 - b. Comprehensive Automobile Liability covering owned and/or leased vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of \$1,000,000; and
 - c. Workers' Compensation and Employers' Liability insurance with statutory Workers' Compensation limits and Employers' Liability limits of not less than \$1,000,000 per occurrence.
- 12.3. The required liability limits can be provided by any combination of primary and umbrella/excess insurance policies maintained by the Service Provider.
- 12.4. Unless prohibited by Law, the Service Provider's insurance policies required under clause 12.2 shall be endorsed to include LockNet and its Customers as additional insureds on a primary and non-contributory basis and include a waiver of subrogation against LockNet and its Customers.
- 12.5. When requested, the Service Provider shall provide copies of certificates of currency of the above insurances.



13. LIMITATION OF LIABILITY

- 13.1. Notwithstanding any other clause of this Agreement but subject always to clause 13.2 and to the maximum extent permitted by law, neither party shall be in any way be liable to the other party, including by way of indemnity, for consequential loss.
- 13.2. The limitation of liability referred to in clause 13.1 does not apply to liability for:
- a. loss caused or contributed to by the Service Provider, its directors, employees, or subcontractors that is:
 - (i) covered by a policy of insurance under which the Service Provider is an insured and which it is required to effect under this Agreement; or
 - (ii) which, but for an act or omission of the Service Provider (including in respect of its disclosure obligations to any insurer), would have been covered by a policy of insurance under which the Service Provider is an insured which it is required to effect under this Agreement.
 - b. loss arising from the death of or personal injury to any person, or loss or damage to any property, caused or contributed to by the Service Provider, its directors, employees or sub suppliers;
 - c. loss arising from any criminal acts or fraud by the by the Service Provider, its directors, employees or sub suppliers or by any person for whose acts or omissions the Service Provider is vicariously liable;
 - d. loss arising from any wilful misconduct by the Service Provider, its officers, employees, agents or sub suppliers or by any person for whose acts or omissions the Service Provider is vicariously liable;
 - e. loss arising from conduct of the Service Provider which is repudiatory of the Agreement as a whole;
 - f. loss arising from liability which, by Law, the Service Provider cannot contract out of; or
 - g. loss arising from a breach of confidentiality or intellectual property.

14. SERVICE PROVIDER PERSONNEL

- 14.1. All Service Provider Personnel will be and remain employees of Service Provider or its subcontractors, as applicable, and not of LockNet or its Customers when performing the Services. Service Provider and its subcontractors, as applicable, will be solely responsible for:
- a. all salaries, benefits, and other compensation of the Service Provider Personnel;
 - b. making all deductions and withholdings from its employees' salaries and other compensation;
 - c. the supervision and direction of the activities of Service Provider Personnel; and
 - d. the payment of all contributions, taxes and assessments.

LockNet and its Customers shall not be deemed to be an employer or joint or co-employer with respect to any Service Provider Personnel.

15. INDEPENDENT CONTRACTOR

- 15.1. Nothing contained in this Agreement or in the relationship of Service Provider and LockNet shall be deemed to constitute a partnership, joint venture, or any other relationship between Service Provider and LockNet except for the independent contractor relationship described in this Agreement.
- 15.2. Nothing in this Agreement, in any Work Order or any Service Provider subcontract shall create any contractual relationship or liabilities between any Service Provider Personnel and LockNet or its Customers.

16. DISPUTE RESOLUTION

- 16.1. Procedure for resolving disputes.
- a. The parties agree that all disputes relating to or arising out of this Agreement must be resolved in accordance with this clause 16.
 - b. If a dispute arises then either party may give notice to the other party that must:
 - (i) be in writing;
 - (ii) state that it is a notice under this subclause 16.1; and
 - (iii) include or be accompanied by reasonable particulars of the dispute.
 - c. If a notice is given under subclause b above, then a senior management representative or equivalent of each of the parties (who must be capable of binding each party) must meet at least once within five (5) business days of receipt of the notice under subclause b above (or such other time as the parties may agree) and use reasonable endeavours acting in good faith to resolve the dispute.
 - d. If the dispute is not resolved by the senior management representatives within the period referred to in subclause c above, either party may commence proceedings for the resolution of the dispute.
- 16.2. Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Agreement.

17. ASSIGNMENT

- 17.1. The Service Provider must not assign its rights or obligations under this Agreement without LockNet's prior written consent, which LockNet may give or refuse in its sole discretion.

18. GENERAL

- 18.1. This Agreement shall constitute the entire agreement between the parties and shall be governed and construed in accordance with the substantive Laws of the state of Kentucky and the parties submit to the jurisdiction of the courts of Kentucky.
- 18.2. The failure of LockNet to insist in any one or more instances upon the performance of any of the terms or conditions of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right, but the obligation of Service Provider with respect to such future performance shall continue in full force and effect.



18.3. If any provision of this Agreement is or becomes void or unenforceable by force or operation of Law, the other provisions shall remain valid and enforceable.

b. Service Provider Goods, one (1) year from the date that the goods were installed.

19. DEFINITIONS

Agreement means this agreement, comprising:

- a. the Work Order;
- b. these Work Order Terms and Conditions; and
- c. any attachments or annexure specifically referred to in the Work Order.

Defective means Service Provider Goods and/or Services (or any aspect of them) which are not in accordance with the Work Order, or which are damaged, deficient, faulty, inadequate, or incomplete.

Law means:

- a. Federal, State, and local government legislation including regulations, by-Laws, orders, awards and proclamations;
- b. common Law and equity;
- c. authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and

guidelines of authorities with which the Service Provider is legally required to comply.

LockNet Supplied Goods means the goods, if any, supplied by LockNet and used by the Service Provider in completion of the Services the subject of a Work Order.

Price means the estimated price set out in the Work Order which includes but not limited to any service charges, part supply, fees, taxes, trip charges or otherwise.

Services means (without limitation) the services required to investigate, survey, install, repair, maintain, replace or otherwise service any door, door frame, safe, safety deposit box, access control system (including any and all associated hardware) as described more accurately on the applicable Work Order.

Service Provider means the party identified as such in the Work Order.

Service Provider Goods means any goods provided by the Service Provider, as approved by LockNet, and which was not supplied by LockNet.

Service Provider Personnel means:

- a. the officers, employees, suppliers, subcontractors and agents of Service Provider; and
- b. the officers, employees, and agents of Service Provider's suppliers or subcontractors.

Work Order means the purchase order for Goods and/or Services issued by LockNet to the Service Provider from time to time containing, amongst other things, a description of the Goods and/or Services.

Warranty Period means in respect of:

- a. Services, ninety (90) days from the date the Services were performed,

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