

Trade Account Application

CONDITIONS OF APPLICATION

- I / WE HEREBY AGREE TO UNDERTAKE TO SETTLE THE ACCOUNT PRIOR TO THE PROVISION OF THE GOODS & SERVICES, UNLESS OTHER TERMS HAVE BEEN AGREED TO IN WRITING BY VISION INTELLIGENCE ("VISION").
- I / WE AUTHORISE VISION TO MAKE ANY ENQUIRIES TO ANY SOURCE REGARDING THIS APPLICATION.
- IT IS DECLARED THAT NO PERSON, THE SUBJECT OF THIS APPLICATION, HAS ENTERED INTO ANY SCHEME OR ARRANGEMENT WITH CREDITORS, BEEN A DIRECTOR OF A LIQUIDATED COMPANY OR HAS BEEN A BANKRUPT IN THE PAST 5 YEARS.

BUSINESS & CONTACT INFORMATION

Business Name (in full): _____ Reg'd Bus. No.: _____

Company Name: _____ ACN: _____

No. Years Business Established: _____ Credit Estimate \$: _____ ABN: _____

Phone: _____ Email: _____ Fax: _____

Business Address: _____

City: _____ State: _____ Postcode: _____

Postal Address: _____

City: _____ State: _____ Postcode: _____

Preferred Invoice Delivery: ☐ Email ☐ Fax ☐ Mail

Order No's Required: Yes / No How did you hear about us? _____

PROPRIETORS / DIRECTORS

- Full Name: _____
Residential Address: _____
City: _____ State: _____ Postcode: _____
Home Phone: _____ Date of Birth: _____
- Full Name: _____
Residential Address: _____
City: _____ State: _____ Postcode: _____
Home Phone: _____ Date of Birth: _____

BUSINESS / TRADE REFERENCES (Two must be supplied)

- Company Name: _____ Phone No.: _____
- Company Name: _____ Phone No.: _____

AGREEMENT

I / WE, the undersigned, being the Proprietor(s) or Director(s) of _____ ("the Company")

request Vision Intelligence ("Vision") to enter into Agreements to supply goods, materials and work from time to time with the Company and in consideration of Vision so doing, I / WE hereby jointly and severally guarantee to Vision the due payment by the Company of all obligations under any such Agreements, sales of goods, work done and material provided and in the event of any default by the Company, I / WE shall be deemed to become principal debtor(s) to Vision. This Guarantee is continuing and shall not be affected in any way by Vision granting time, further credit or any other indulgence to the Company. This Guarantee shall bind my / our personal representatives.

I / WE also hereby acknowledged that I / we have received in our position, read and understood, and accepted the Terms and Conditions accompanying this Trade Account Application.

Full Name/s Proprietors / Directors (PRINT):

Signatures:

Dated:

- _____
- _____

Name of Witness: _____

Signature: _____

Address of Witness: _____

- Please note that we may not proceed with this application unless all details are provided
- For Individual applicants, please provide a copy of your driver's licence

Terms & Conditions – Vision Intelligence

1 Definitions and Interpretation

1.1 In these Terms and Conditions:

- a) **Agreement** means the contract between Vision and the Hirer in relation to the hire of Equipment and/or provision of Services, which is governed by these Terms and Conditions and the Schedules together with the Hirer's Trade Account Application and any Order submitted to, and accepted by Vision.
- b) **Australian Consumer Law** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended, replaced or re-enacted from time to time.
- c) **Business Hours** are 8.00am to 4.00pm on weekdays other than public holidays.
- d) **Core Products** means the Equipment and/or Services described in Schedule 1, which are included in all Orders, whether expressly included or not.
- e) **Covered Scenario** means Equipment that was:
- i) used and stored in accordance with this Agreement and in the ordinary course with reasonable precautions taken by the Hirer; and
 - ii) was damaged or lost in one of the following scenarios:
 - Accidental damage during normal use;
 - Theft or vandalism;
 - Fire, flood, hail, wind, lightning, and other natural events; or
 - Malicious acts by third parties (excluding employees, contractors or other personnel of the Hirer).
- f) **Cycle Billing Period** means the period between the expiry of the Initial Period and the return, collection or repossession of the Equipment and/or, the end of the Services period stated in the relevant Order, during which the Hirer will be billed on a periodic basis of 28 days for the hire of the Equipment and/or the provision of the Services. The Cycle Billing Period will commence automatically following the expiration of the Initial Period, and will continue indefinitely until the later of the date the Equipment is returned, collected or repossessioned or the Services are discontinued in accordance with this Agreement. Invoices will be issued by Vision in advance at the commencement of each 28-day billing cycle during the Cycle Billing Period.
- g) **Delivery of the Equipment** is deemed to have occurred when it is collected by the Hirer or transported to a location at the request of the Hirer, and **Delivery** and **Delivered** has a corresponding meaning.
- h) **Equipment** means the goods hired by the Hirer from Vision in accordance with this Agreement.
- i) **Fees** means all amounts payable to Vision under this Agreement (including hire fees, service fees, delivery and other charges), as specified in the Order, Rates and/or invoices.
- j) **Force Majeure Event** means any event beyond a party's reasonable control, including an act of God, fire, flood, storm, war, terrorism, civil disturbance, strike, epidemic/pandemic, failure of utilities or telecommunications, breakdown of plant or machinery, or governmental action.
- k) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- l) **Hirer** means person, company or other legal entity that executes Vision's Trade Account Application for the hire of Equipment and/or use of the Services, and agrees to be bound by the terms of any Agreement.
- m) **Initial Period** means the fixed initial period for hire of the Equipment and/or supply of Services as set out in the relevant Order, together with any agreed extension.
- n) **Loss** means losses, costs, charges, expenses, damages and liabilities (including legal costs on a full indemnity basis).
- o) **Opt-in Products** means the Equipment and/or Services described in Schedule 2, which are only supplied if expressly

included in an Order.

- p) **Order** means any quotation, proposal, scope of works, statement of work, work order or other document (including the Trade Account Application) issued by Vision and accepted by the Hirer (including by email or electronic acceptance) which specifies the Equipment and/or Services to be provided (including any Core Products and/or Opt-in Products), the Site(s) (if applicable) and the applicable Fees.
- q) **PPSA** means the Personal Property Securities Act 2009 (Cth).
- r) **Rates** means the rates notified by Vision to the Hirer from time to time for the hire of the Equipment and/or provision of the Services.
- s) **Rental Period** means: (a) the Initial Period; and (b) the Cycle Billing Period.
- t) **Schedules** means Schedule 1 (Core Products) and Schedule 2 (Opt-in Products).
- u) **Services** means any services provided by Vision to the Hirer, including but not limited to access to and use of any Vision software or platform (where applicable), delivery, installation, maintenance, monitoring, support, consultancy, and any other services as agreed in writing (including any recommendations, reports, outputs, alerts, or advice provided as part of those services).
- v) **Site** means the specific location(s) where Equipment is installed or Services are provided.
- w) **Trade Account Application** means Vision's trade account application form signed by Vision and the Hirer.
- x) **Use** means use, installation, removal, storage, maintenance, or transport (as applicable) of Equipment or Services or on behalf of the Hirer.
- y) **Vision Intelligence** or **Vision** means Vision Intelligence Pty Limited (ACN 060 402 093).
- 1.2 Every provision of this Agreement is independent of the others. Any provision which is prohibited or unenforceable in any jurisdiction will be deemed removed to the extent of the prohibition or unenforceability without invalidating the remaining provisions. Unless stated to the contrary, the rights under this Agreement are in addition to any rights that may be conferred by general law.
- 1.3 This Agreement will be governed by the laws of New South Wales and Vision and the Hirer submits to the non-exclusive jurisdiction of the courts of that place.
- 1.4 These Terms and Conditions supersede all previously issued Terms and Conditions. Vision is not bound by any terms and conditions contained in any document issued by the Hirer whether issued before or after this Agreement.
- 1.5 The Schedules form part of this Agreement. Any limitations, assumptions, exclusions or conditions set out in a Schedule apply to the relevant Equipment and/or Services and are taken into account in clauses 5, 9 and 10. If there is an inconsistency between these Terms and Conditions and a Schedule, the Schedule prevails to the extent of the inconsistency for the relevant Equipment and/or Services.
- 2 **Fees, Rates and Rental Period**
- 2.1 During the Rental Period the Hirer must pay Vision a hire fee calculated in accordance with the Rates for any hired Equipment and must also pay Vision the Fees for any Services provided by Vision (as set out in the Order, Rates and/or invoices).
- 2.2 The Fees must be paid in the manner and in accordance with the payment terms specified on any invoice issued by Vision or otherwise notified to the Hirer from time to time. Vision may require payment of some or all of the Fees prior to Delivery. The Hirer must notify Vision within seven (7) days of any errors with the invoice.
- 2.3 The Hirer must not set off, deduct or withhold any amounts from any amounts payable to Vision, except to the extent that set-off is required by law and cannot be excluded. Nothing in this clause limits any right of set-off or remedy that cannot be excluded under the Australian Consumer Law.
- 2.4 Not receiving an invoice will in no way relieve the Hirer of its responsibility for the payment of amounts due. Failure to pay amounts due within seven (7) days of a debt becoming due for

payment or such term otherwise agreed to in writing by Vision will be considered a breach of this Agreement. The Hirer must pay Vision on demand on a full indemnity basis, all direct and indirect costs and expenses resulting from and incurred by Vision in recovering any amount owed by the Hirer.

- 2.5 The Hirer is not permitted to claim a reduction in Fees for Equipment returned or Services ceased before the end of the Initial Period, and except as provided for in clause 8.1, Vision will not refund any Fees prepaid by the Hirer for any period outside of the Rental Period.
- 2.6 The Hirer must not deduct any part of the Fees as retention money.
- 2.7 The Fees, and all other consideration payable under this Agreement, do not include GST (as defined in the GST Act). If a supply made under this Agreement, or as a result of any breach of a term of this Agreement, is subject to GST:
- a) the recipient of that supply must pay the supplier an amount equal to the GST payable by the supplier, at the same time as the consideration for that supply is given; and
 - b) the supplier agrees to give the recipient a tax invoice (as defined in the GST Act) for that additional amount upon payment.
- 2.8 The Hirer agrees to pay Vision a service charge on all past due balances at the rate of 1.5% per month or part thereof from the due date for payment until the payment is made (or, if lower, the maximum rate permitted by law).
- 2.9 Failure by the Hirer to comply with the terms and conditions of payment as specified on the invoice will result in Vision outsourcing debt recovery services at the expense of the Hirer in addition to any outstanding invoice amount payable by the Hirer.
- 2.10 The Hirer is liable for all costs or expenses which may arise as a direct or indirect result of the failure to comply with the terms and conditions of payment as specified on the invoice.
- 3 **Delivery, Collection, Installation, Removal and Site Access**
- 3.1 The Hirer must retain Vision to deliver the Equipment and/or provide the Services.
- 3.2 The Hirer accepts the risk in the Equipment from collection to return of the Equipment and is responsible for any loss or damage to the Equipment due to any cause except to the extent otherwise set out in this Agreement.
- 3.3 The Hirer retains Vision to deliver, collect, install, or remove the Equipment and Vision will do so as the agent of the Hirer. Delivery, installation, dismantling, and collection charges are extra and will be quoted separately.
- 3.4 Where Vision provides Services at a Site (including installation, inspection, maintenance or removal), the Hirer grants Vision (and its personnel) reasonable access to the Site and all required facilities, and the Hirer warrants that the Site is safe and compliant with applicable work health and safety laws.
- 3.5 If Vision is delayed from providing the Services and/or delivering or removing the Equipment from any location for any reason beyond its reasonable control, it may charge the Hirer additional charges. The additional charges will be calculated for every period of 15 minutes (or part) waiting time at the rate published on Vision's website www.visioni.com.au from time to time.
- 3.6 Before the Equipment is collected by Vision, Vision will issue the Hirer with an "off hire" number. The Hirer should retain the "off hire" number until the Equipment is collected by Vision. The "off hire" number confirms the expiration of the Rental Period.
- 3.7 Without limiting clause 10, the Hirer is liable for any direct or indirect Loss whether caused by the Hirer or any other third party, due to Site conditions, Hirer instructions, access restrictions, or as a result of the delivery, collection, installation or removal of the Equipment and/or provision of the Services. This clause does not apply to the extent prohibited by law.
- 4 **Receipt and Acceptance**
- 4.1 On Delivery of the Equipment and/or initial Use of any Services, the Hirer must satisfy itself that:
- a) it has received the Equipment in good condition in the quantity ordered;
 - b) the Services (to the extent capable of being tested on commencement) are operating materially in accordance with the applicable Order;
 - c) it, and any employee or contractor using the Equipment and/or Services, have been fully

- instructed in the use of the Equipment and/or Services, and understands its proper use and means of installation and removal; and
- d) the Equipment and/or Services are suitable and fit for the purpose for which the Hirer intends to use it and must notify Vision within 24 hours if it is not so satisfied. Failing such notification, the Hirer will be deemed to have accepted the Equipment and/or Services in the condition in which it was provided and as suitable and fit for the purpose for which the Hirer intends to use it.
- 4.2 The Hirer acknowledges that it is responsible for properly securing the Equipment for the purpose of transportation so as to ensure its safe transport to and from the location where the Equipment will be used by the Hirer.
- 5 Use of the Equipment and Services**
- 5.1 The Hirer must ensure that the Equipment and Services are Used strictly in accordance with Vision's instructions and any procedures recommended by Vision from time to time and the Hirer indemnifies Vision against any Loss arising from any failure to comply with such instructions and procedures and unintended Use of the Equipment and Services.
- 5.2 The Hirer acknowledges that: (a) the Services may involve assumptions and reliance on information provided by the Hirer or third parties; and (b) Vision is not responsible for any Loss arising from inaccurate, incomplete or late information, or from the Hirer's failure to follow Vision's recommendations, instructions or warnings. This clause does not apply to the extent prohibited by law.
- 5.3 The Hirer must at all times keep the Equipment in good condition and must not, without Vision's prior written consent, alter or make additions to the Equipment, or deface, remove or conceal any Vision logo, identifying mark or number, or indication of Vision's ownership of the Equipment.
- 5.4 The Hirer must at all times ensure that the Equipment and/or Services are Used in a safe manner, and must not deliberately damage, abuse or mistreat Equipment and/or Services or allow them to be deliberately damaged, abused, or mistreated.
- 5.5 If any damage, loss, theft, or destruction of the Equipment occurs, whether the Hirer was responsible or not, the Hirer must immediately notify Vision and provide full details of the damage, loss, theft or destruction.
- 5.6 The Hirer must ensure that Use of the Equipment and/or Services are at all times strictly in accordance with:
- all applicable laws including relevant legislation in relation to privacy, data storage, communication and transmission, planning, environment or health and safety, and
 - any relevant industry usage, custom and standards for similar Equipment and/or Services.
- 5.7 The Hirer must obtain and maintain, at its own expense, any insurance, permit or licence that may be required under any law or by any statutory or other authority for the Use of the Equipment and/or Services, including its installation or removal. Without limiting the Hirer's obligations under this clause, the Hirer must obtain all permits required under any relevant legislation, and must ensure that its personnel are appropriately inducted, trained and supervised so as to ensure the safe and lawful Use of the Equipment and Services.
- 5.8 The Hirer must ensure, at its own cost, that the Equipment is used, maintained and operated in compliance with all applicable laws and regulations while in its possession or Site (including, without limitation, any requirements relating to privacy, data protection, work health and safety, planning, environment, and telecommunications).
- 5.9 The Hirer is solely responsible for ensuring that while any Equipment is in the possession or Site of the Hirer, all required testing and compliance in accordance with all applicable laws and regulations are carried out and maintained (including, without limitation, tag testing, electrical testing, and any other statutory or regulatory testing), at the required intervals and by suitably qualified persons. Vision is not responsible for, and the Hirer must indemnify Vision against, any Loss arising from the Hirer's failure to comply with any such requirements.
- 5.10 The Hirer must maintain, at its own cost, insurance policies with reputable insurers covering (as applicable): (a) public and products liability; (b) property damage (including to the Equipment); and (c) theft/vandalism, in amounts appropriate for the risks at the Site. The Hirer must provide certificates of currency on request by Vision.
- 5.11 At all times during the Rental Period, the Hirer must store the Equipment safely and securely and do all other things necessary to ensure the continued safety and preservation of the Equipment.
- 5.12 The Hirer will allow Vision to enter the Hirer premises and inspect and maintain the Equipment from time to time during the Rental Period during normal working hours. If Vision cannot inspect or maintain the Equipment during normal working hours, then additional charges may apply.
- 5.13 If Vision provides monitoring or support Services (including remote monitoring), the Hirer acknowledges that such Services may be subject to outages, maintenance, telecommunications failures, hardware failures, and software failures, and other factors outside Vision's reasonable control, and that Vision does not warrant uninterrupted availability of monitoring or support Services as a result of any such failure or event.
- 5.14 Whenever the Hirer moves the Equipment the Hirer must ensure the safe loading, securing, and transporting of all Equipment in accordance with all laws and guidelines. The Hirer must observe any safety directions advised by Vision and must conduct any risk assessments it deems necessary to comply with the safety laws.
- 5.15 Where the Equipment and Services depend on third party networks, connectivity, power supply, software, or systems at the Site, the Hirer is responsible for ensuring those dependencies are available and fit for purpose.
- 5.16 If Vision provides Services (including monitoring, analytics, alerts, reports or recommendations), the Hirer must promptly review those outputs and notify Vision of any apparent errors or issues within a reasonable time.
- 5.17 The Hirer acknowledges that the Equipment and Services form part of an overall security system and do not guarantee prevention of theft, vandalism, injury or loss. The Hirer is responsible for determining appropriate security measures for the Site (including physical security and response procedures) and for responding to incidents and alerts. This clause does not apply to the extent prohibited by law.
- 5.18 Vision will provide only the Equipment and Services expressly set out in the Order. The Hirer acknowledges that the applicable Schedules also form part of the scope of the Equipment and Services. Any Equipment or Services not expressly included are excluded.
- 5.19 Opt-in Products are not included unless expressly selected in an Order. Vision is not obliged to supply any Opt-in Product unless and until the Hirer accepts (including electronically) the applicable Order and the limitations/exclusions for that Opt-in Product set out in Schedule 2.
- 5.20 The Hirer acknowledges and agrees that Vision personnel (including operational, monitoring, technical support and sales personnel) may access the Equipment, Services, live views, recordings, images, alerts and other outputs to perform Vision's obligations under this Agreement, including but not limited to, perform support and troubleshooting, verify events, undertake quality assurance, training and service improvement.
- 6 Unusable, Damaged and Missing Equipment**
- 6.1 If the Equipment or Services break down, are unusable or unsafe during the Rental Period, the Hirer must:
- immediately stop Using the Equipment or Services and notify Vision;
 - take all steps necessary to prevent Loss or injury occurring to persons or property;
 - take all steps necessary to prevent any further damage to the Equipment itself; and
 - not repair or attempt to repair the Equipment or Services without Vision's written consent.
- 6.2 Except where clause 6.3 applies, upon receiving notice from the Hirer under clause 6.1, Vision will:
- take all reasonable steps to repair the Equipment and/or Services or provide suitable substitutes as soon as reasonably possible after being notified by the Hirer; and
 - not impose Rates for each day during which the Equipment and/or Services are broken down or unsafe, where such breakdown or unsafe condition has continued for a period exceeding 14 consecutive days, nor the costs associated with any repair or replacement of the Equipment and/or Services except where a long-distance maintenance and repair fee applies as per clause 6.4.
- 6.3 If the Equipment and/or Services have broken down or become unsafe to use as a result of the Hirer's acts or omissions (or the acts or omissions of the Hirer's employees, contractors or agents) or if the Equipment is lost, stolen or damaged beyond fair wear and tear during the Rental Period, the Hirer will be liable for:
- any costs incurred by Vision to recover, repair or replace the Equipment or Services; and
 - the Rates for that portion of the Rental Period during which the Equipment or Services are being recovered, repaired, or replaced, except where the Hirer has paid an insurance reduction, in which case the Hirer's liability shall be in accordance with clause 7.
- 6.4 If the Equipment is hired to a location more than 50km from the Vision branch from which the Equipment is hired then a long-distance hire maintenance and repair fee may apply, where after the first 50km of travel, a per kilometre fee will apply for travel both to and from the location of the Equipment.
- 6.5 If Equipment is returned, collected or repossessed in a condition which in the reasonable opinion of Vision renders it unusable for hire, the Hirer must pay Vision on demand the cost of replacement or repair of the Equipment calculated as specified in the Order, Rates and/or invoices (which are subject to change from time to time with written confirmation from Vision). In no circumstances will title to the Equipment or any part of it pass to the Hirer.
- 6.6 In addition to any other obligation that the Hirer has to Vision, the Hirer will be liable for all Loss incurred by Vision arising out of the Equipment not being returned, collected or repossessed, including where the Equipment has been stolen or is missing.
- 7 Comprehensive Rental Coverage**
- 7.1 The Hirer may, at its election, purchase Comprehensive Rental Coverage from Vision in respect of the Equipment (at Vision's then current rate as set out in the applicable Order).
- 7.2 Subject to clause 7.4, if Comprehensive Rental Coverage is obtained and a Covered Scenario applies Vision will:
- following confirmation (to Vision's satisfaction) that a Covered Scenario applies, supply (at its cost) replacement Equipment to the Hirer that is similar to the damaged Equipment; and
 - not make a claim against the Hirer for any damage to the Equipment.
- 7.3 Comprehensive Rental Coverage does not affect the Hirer's liability, or Vision's ability to claim (as applicable), in respect of:
- third-party liability for property damage or personal injury;
 - legal costs arising from third-party claims;
 - damage occurring during transit or relocation of the Equipment by the Hirer;
 - malicious or reckless acts by the Hirer (including its employees, contractors or other personnel); or
 - legal costs associated with any of the above exclusions.
- 7.4 The Comprehensive Rental Coverage is conditional upon the Hirer paying Vision an amount as set out in each Order for each unit of Equipment that has been damaged.
- 8 Vision's Rights**
- 8.1 Vision may terminate this Agreement, recover the Equipment and cease the provision of any Services at any time on seven (7) days written notice to the Hirer. If Vision exercises this termination right, Vision will refund the Hirer for

- any prepaid Fees received by Vision which relate to Equipment or Services outside the Rental Period, less a deduction for reasonable expenses incurred by Vision in connection with the recovery and/or transport of the Equipment and ceasing the provision of any Services.
- 8.2 Vision may enter any premises where the Equipment or any part of it is, or believed to be located for the purpose of:
- inspecting or testing the Equipment,
 - protecting Vision's rights or interest in the Equipment,
 - ensuring compliance with any law, including any law relating to health and safety, or
 - exercising its right to take possession or control of the Equipment.
- 8.3 Subject to clause 8.4, if the Hirer in any way fails to perform, breaches any provision of this Agreement, becomes insolvent or in Vision's reasonable opinion is likely to become insolvent, Vision may at its discretion do the following:
- terminate this Agreement upon seven (7) days written notice; and
 - retake possession of the Equipment and cease the provision of any Services, holding the Hirer fully liable for all outstanding Fees; and
 - require the Hirer to pay liquidated damages equal to two (2) weeks of Fees (which the parties agree to be a reasonable estimate of the costs incurred by Vision in order to retake possession of the Equipment and cease the provision of any Services).
- 8.4 Notwithstanding clause 8.3, if the Hirer remedies a failure to perform or breach under this Agreement within seven (7) days of the written notice by Vision:
- the Agreement will not terminate; and
 - any damages paid by the Hirer will be retained by Vision.
- 8.5 Clause 8.4 will not apply where there is a serious failure to perform or serious breach of any provision of this Agreement by the Hirer, which is reasonably determined by Vision.
- 8.6 Nothing in this clause 8 limits any rights Vision may have:
- in respect of the Equipment and Services;
 - against the Hirer; or
 - against any other person, at any time.
- 9 Warranties and Guarantees**
- 9.1 Vision acknowledges that the Hirer may be a consumer for the purposes of applicable State or Federal law, with the consequence that:
- certain warranties or conditions may be implied into this Agreement; and
 - certain guarantees may be conferred on the Hirer and certain rights and remedies may be conferred on the Hirer, which cannot be excluded, restricted, or modified. If so, then to the maximum extent permitted by law, Vision's liability to the Hirer is limited at Vision's option to:
 - in the case of Equipment:
 - replacement or repair of the Equipment; or
 - payment of the cost of replacing or repairing the Equipment; and
 - in the case of Services:
 - resupply of the Services; or
 - payment of the cost of resupplying the Services.
- 9.2 Subject to clause 9.1 and to the maximum extent permitted by law:
- Vision excludes all conditions, warranties, guarantees or representations (expressed or implied) to the Hirer in relation to this Agreement or its subject matter, including all warranties and guarantees as to the quality, suitability, or fitness of the Equipment or Services for any particular purpose;
 - Vision is not responsible to the Hirer or to any other person for any Loss, damage, or injury, caused by, resulting from or in any way connected with this Agreement including, the Use of the Equipment or Services; and
 - Vision will not be responsible for failure or delay in Delivery, collection, installation, removal or provision of Equipment or Services and will have no liability to the Hirer or any other person for any Loss arising out of such failure or delay.
- 9.3 Subject to clause 9.1 and to the maximum extent permitted by law, Vision does not warrant that the Equipment or Services (including any monitoring, alerts, analytics, reports or recommendations) will be uninterrupted, error-free, complete or accurate, or be continuously available. The Hirer acknowledges that the Equipment and Services are monitoring and deterrence tools only and do not guarantee the prevention of theft, vandalism, trespass, personal injury, property damage or any other Loss at the Site. The Hirer further acknowledges that the limitations, assumptions and exclusions in the Schedules apply.
- 9.4 Without limiting the foregoing, the Hirer acknowledges that the performance of solar-powered Equipment depends on weather conditions, solar exposure, and environmental factors outside Vision's reasonable control, and Vision does not guarantee or warrant the amount of energy generated or the availability of solar-powered Equipment at any time.
- 10 Liability, Exclusions and Indemnity**
- 10.1 The Hirer is liable for any Loss whether caused by the Hirer or any other third party, arising directly or indirectly out of the Use of the Equipment or Services.
- 10.2 The Hirer is responsible for and assumes all risks associated with: (a) the selection of the Equipment and Services; (b) the use of the Equipment and Services at any Site; and (c) any reliance on outputs of the Equipment and Services (including monitoring, alerts, analytics, reports or recommendations).
- 10.3 Subject to clause 10.1, to the maximum extent permitted by law, Vision's total aggregate liability to the Hirer for any Loss arising out of or in connection with this Agreement (whether in contract, tort (including negligence), statute or otherwise) is limited to the total Fees paid by the Hirer to Vision in the three (3) months immediately preceding the event giving rise to the claim, in respect of the specific Equipment unit to which the claim relates, and only to the extent that the Loss is proven to have been directly caused by the failure of that specific Equipment unit. For the purposes of this clause 10.3, "Fees" means amounts actually paid to Vision (excluding GST and any amounts paid to third parties) for the Equipment and/or Services for the relevant Equipment unit.
- 10.4 To the maximum extent permitted by law, Vision is not liable for any Loss arising from or in connection with the failure, breakdown, malfunction or non-performance of the Equipment or Services, including due to human error, or arising from any limitation, exclusion or condition described in the Schedules.
- 10.5 To the maximum extent permitted by law, Vision is not liable for any indirect, consequential or special Loss, including loss of profit, revenue, business, goodwill, opportunity, anticipated savings, or loss or corruption of data.
- 10.6 To the maximum extent permitted by law, the Hirer must commence any claim against Vision within twelve (12) months after the Hirer becomes aware (or ought reasonably to have become aware) of the facts giving rise to the claim.
- 10.7 Vision's liability to the Hirer (if any) is reduced to the extent that the Hirer's acts or omissions (or those of any other third party) contribute to or cause the Loss.
- 10.8 The Hirer agrees to indemnify and keep indemnified Vision and its officers, employees, agents and contractors against all Loss, damages, suits, actions, claims, demands, costs and expenses which it may suffer or incur arising either directly or indirectly out of:
- the Hirer's Use or misuse of the Equipment or Services;
 - any breach of this Agreement by the Hirer; or
 - any act or omission of the Hirer, its employees, contractors or agents.
- 10.9 The Hirer must not do or allow to be done any act, matter or thing which may invalidate or prejudice any:
- insurance policy effected by Vision;
 - defence, prosecution or settlement of any claim of Vision; or
 - right Vision may have against any person.
- 10.10 The indemnity in clause 10.8 does not apply to the extent that the Loss is caused or contributed to by Vision's breach of this Agreement, negligence, fraud or wilful misconduct, to the extent that such exclusion is permitted by law.
- 10.11 Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified.
- 11 Title and Security**
- 11.1 Title to the Equipment remains with Vision at all times. The Hirer must not grant or allow to subsist any security interest or encumbrance over the Equipment, or allow Vision's title to be adversely affected in any way.
- 11.2 The Hirer must not make any representation or do anything that may tend to induce any person to believe the Equipment and Services are not the property of Vision. If possession of the Equipment or control of the Services is taken by any third party for any reason, the Hirer authorises Vision to take any action it deems necessary to protect its rights in the Equipment and Services, at the cost of the Hirer.
- 11.3 If Vision determines that this Agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the Hirer agrees upon request to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Vision considers necessary for the purposes of:
- ensuring that the security interest is enforceable, perfected, and otherwise effective;
 - enabling Vision to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by Vision; and
 - enabling Vision to exercise rights in connection with the security interest, and, the Hirer expressly waives any right it may have under PPSA section 175 to be given notice in relation to any registration event.
- 11.4 Vision is not obliged, before exercising a right under this Agreement or conferred by law, to give the Hirer any notice or demand, or allow a lapse of time, that is required by law unless the notice, demand or lapse of time cannot be excluded. A reference to a notice under this clause includes any notice under the PPSA.
- 12 Location and Use of Equipment and Services**
- 12.1 The Hirer is responsible for selecting the Site at which the Equipment is to be installed and Services are to be provided, and for obtaining all necessary permits or approval required for the use of the Equipment and Services at that site.
- 12.2 The Hirer must expressly inform Vision of the location of the Equipment during the Rental Period and the Site(s) where Services are to be provided.
- 12.3 The Hirer must not:
- part with possession of the Equipment;
 - allow any other person to use the Equipment or Services; or
 - permit removal of the Equipment from the location at which the Hirer represented it would be located, without the prior written consent of Vision.
- 12.4 The Hirer must ensure that the Site (and any network, power supply, mounting surfaces and other infrastructure used in connection with the Equipment or Services) is suitable and maintained in a condition that enables the safe installation, operation and removal of the Equipment and performance of the Services.
- 12.5 If the Hirer relocates, moves or adjusts any Equipment without the prior written consultation and consent of Vision, the Hirer will be deemed to accept all direct and indirect Loss and liability arising from, (including but not limited to) any compromise to the effectiveness, security, surveillance coverage, zoning coverage, or configuration of that Equipment and related Services (including any degradation in performance caused by that relocation). The Hirer acknowledges that Vision cannot warrant the performance or adequacy of the Equipment or Services following any such unauthorised relocation, movement or adjustment.
- 12.6 Where any Equipment is solar-powered, the Hirer acknowledges that such Equipment must remain positioned as advised by Vision to achieve optimal solar exposure and power generation. If the Hirer relocates, moves or adjusts any solar-powered Equipment without the prior written consultation and consent of Vision, the Hirer will be deemed to accept all

direct and indirect Loss and liability arising from, (including but not limited to) any compromise to the solar power supply or powering of that Equipment caused by that relocation, movement or adjustment including any consequential effects in the performance or availability of any Equipment or Service.

13 Collection, Storage and Use of Information

- 13.1 The Hirer authorises Vision to collect, store, use and disclose information about the Hirer for the purposes related to the provision of Equipment and Services (including whether to allow credit on the Hirer's account), reporting information to any credit agency, marketing Vision's goods and services, and enforcing any rights under this Agreement.
- 13.2 As between the parties, Vision owns all intellectual property rights in the Equipment and Services, and in any analytics, reports, alerts and outputs generated by Vision (excluding the Hirer's pre-existing materials). Vision may use de-identified and aggregated data for service improvement and benchmarking. Vision may also use recordings, images and other data generated through the Equipment and Services for training and improvement of Vision's systems (including any analytics or artificial intelligence capabilities) and for training Vision personnel, provided Vision handles any personal information in accordance with clause 13.4 and applicable privacy laws.
- 13.3 The Hirer expressly consents to receiving commercial electronic messages from Vision and its agents for the purposes of the *Spam Act 2003* (Cth). The Hirer may withdraw its consent at any time by notifying Vision in writing.
- 13.4 Where personal information is collected, stored, or used by Vision, it will be dealt with in accordance with the *Privacy Act 1988* (Cth). In particular, any individual may access personal information held about him or her (subject to the permissible limitations contained in the *Privacy Act 1988* (Cth)) and may request correction of that personal information. Further information about the handling of personal information including requests for access to personal information may be obtained from Vision's Privacy Officer.
- 13.5 Vision and its agents will comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles or successor principles. A copy of Vision's privacy statement can be obtained by visiting Vision's website www.visioni.com.au.

14 The Hirer's Warranties

- 14.1 Any person signing any document on behalf of the Hirer in respect of the hire of the Equipment warrants that they:
- have the Hirer's authority to contract with Vision on the Hirer's behalf; and
 - have been authorised by the Hirer to bind the Hirer to hire the Equipment and for the provision of the Services from Vision under this Agreement and agrees to indemnify Vision against all Losses and claims incurred by Vision if this is not the case.
- 14.2 If there is any variation to the legal structure or management of the Hirer, including (but not limited to) change in directors, senior management or trustee, or change in partnership or conversion to or from a company or to or from a trust, the Hirer must notify Vision in writing within seven (7) days providing details of that change.
- 14.3 The Hirer may not assign in whole or in part this Agreement or any benefit under this Agreement without Vision's prior written consent.

15 Changes to Terms and Conditions

- 15.1 Vision may update these Terms and Conditions from time to time to reflect changes, including but not limited to, its business, costs or the law. Vision will notify the Hirer by email, and may also publish updates on its website www.visioni.com.au.
- 15.2 Where an update increases Fees, reduces the Equipment or Services on offer to the Hirer, or reduces the Hirer's rights under this Agreement, Vision will give at least 30 days' notice before it takes effect, and the Hirer may terminate this Agreement by written notice within that period without paying the liquidated damages payable or any early-return charge under clause 8.3(c), and Vision will refund any unused prepaid Fees on a pro-rata basis.
- 15.3 Other updates (including those required to comply with any law and/or regulation) may take

effect on shorter notice.

- 15.4 An update of the Terms and Conditions applies to any new Order, renewal or additional Equipment or Services from the effective date of that update and it does not otherwise change the terms governing Equipment or Services the Hirer is hiring or using on the effective date of that update, unless the Hirer agrees.
- 15.5 These Terms and Conditions do not intend to exclude any applicable rights under the Australian Consumer Law, increase the liability cap in clause 10.3 or the Hirer's indemnities, or change the governing law in clause 1.3, without the Hirer's agreement.

16 General

- 16.1 Each party must keep the other party's confidential information confidential and use it only for the purposes of this Agreement, except as required by law or with consent.
- 16.2 Any failure of Vision to insist upon strict performance by the Hirer of the conditions and terms of this Agreement will not be construed as a waiver of Vision's right to demand strict compliance.
- 16.3 Vision may exercise its rights under this Agreement personally or through its agent.
- 16.4 Vision may assign the Agreement to any of its related bodies corporate by notifying the Hirer of such assignment.
- 16.5 If Vision is prevented or delayed from performing its obligations by a Force Majeure Event, it is excused from performance to the extent of the prevention or delay, provided it takes reasonable steps to mitigate the effects.
- 16.6 The parties agree that this Agreement (including any Order, variation, notice or acceptance) may be executed and accepted electronically, including by e-signature platforms, email acceptance, click-to-accept, or other electronic means. Vision keeps a record of each Order, variation and acceptance and the version of the Terms and Conditions it relates to.

17 Acknowledgement

- 17.1 The Hirer acknowledges that they have read and agree to the above Vision Terms & Conditions and the Schedules together with the Hirer's Trade Account Application and any Order submitted to, and accepted by Vision, as at the date of execution or acceptance of this Agreement. Any later update to these Terms and Conditions applies as set out in clause 15.

Schedule 1 — Core Products

This Schedule 1 describes the Core Products and sets out limitations, assumptions, exclusions and customer responsibilities applicable to those Core Products. This Schedule does not create, and must not be construed as creating, any service levels, response times, performance guarantees or service level commitments, unless Vision expressly agrees otherwise in writing in an Order.

The Hirer acknowledges and agrees that the limitations and exclusions in the "Limitations / exclusions" column form part of the agreed allocation of risk under the Agreement, and that Vision does not warrant, represent or guarantee performance outside those limitations or the achievement of any particular outcome.

Prices for each type of Equipment and Services are as specified in the Order, Rates and/or invoices, and are subject to change with written confirmation from Vision.

All Fees are calculated on a per unit, per day basis, invoiced in advance in 28-day billing cycles.

Core Product	Description	Pricing structure	Limitations / exclusions (not designed for and not guaranteed)	Customer responsibilities / prerequisites
Camera hardware hire	Hire of solar-powered or mains-powered surveillance camera units, including installation, configuration, maintenance and like-for-like replacement by Vision. Unit range includes: (a) V8/V8+ (b) V4/V4+ (c) V3/V3+ dual-camera units (d) VisionMate single-camera units (e) Capture HD timelapse units (f) Reconeyez battery units (g) Vision Trailer (four-camera mobile unit) (h) Solar Single Gate (4.5m) or Double Gate (6m) access control solutions	• Pricing as set out in the Agreement and for each relevant Order, Rates and/or invoices. • One-off delivery and installation fee applies per deployment to each Site as set out in the Agreement and for each relevant Order, Rates and/or invoices.	(a) The Equipment is a surveillance and monitoring tool only and is not a fail-safe or complete security system. (b) The Equipment does not prevent, stop, interdict or otherwise avert any intrusion, theft, vandalism, fire, injury or other incident, and is not a substitute for physical Site security infrastructure (including, but not limited to, fencing, gates, lighting, locks and security personnel), which is the Hirer's sole responsibility. (c) Vision does not warrant that the Equipment will detect, record or capture every event, as performance depends on factors including placement, angle, range, line-of-sight, weather, lighting and battery/solar charge state. (d) Performance outside the manufacturer's published specifications is not warranted. (e) The Equipment may be affected by mechanical failure, vandalism, theft and human error in installation or configuration. (f) Operation may depend on third party telecommunications services (including 5G/4G/LTE connectivity) and, for off-grid units, adequate solar exposure.	(a) The Hirer must ensure the Site is prepared and safe for installation, maintenance and removal, and must provide reasonable access. (b) The Hirer must provide mains power where required (including for V3 units) and ensure any required permits, approvals and inductions are in place. (c) The Hirer is responsible for ensuring that any supporting Site infrastructure (including mounting surfaces, lighting and line-of-sight conditions) is suitable for the Hirer's intended use outcomes.
Vision Hub platform access	Access to Vision's cloud-hosted platform (via web, iOS and Android) enabling: (a) live camera viewing (b) event and alarm management (c) configuration of escalation paths (d) playback of recordings within the applicable retention period (e) multi-site dashboards (f) user access administration	Included in the camera hire charges unless otherwise stated in the Order, Rates and/or invoices.	(a) Vision does not guarantee uninterrupted availability or 100% uptime of the platform. Availability and performance may be affected by scheduled maintenance and dependencies on third party infrastructure providers (including cloud hosting services). (b) Recordings are retained only for the period stated in the Order (default 30 days unless otherwise agreed) and the platform is not designed to provide permanent, audit-grade or indefinite archival storage. (c) Platform performance depends on the Hirer's internet connection, devices and network environment. (d) The platform does not integrate with third party systems unless expressly agreed in writing. (e) The platform is not a substitute for the Hirer's own incident management, asset management or compliance systems. (f) Any search, analytics or artificial intelligence driven functionality is limited to the data and metadata captured by the Equipment and may not identify events not captured within the relevant data set.	(a) The Hirer is responsible for maintaining secure access to its account, including managing users, permissions, passwords and offboarding personnel. (b) The Hirer is responsible for ensuring the availability and adequacy of its own internet connection and devices.

Schedule 2 — Opt-in Products

This Schedule describes Opt-in Products which are only supplied if expressly selected in an Order, and sets out limitations, assumptions, exclusions and customer responsibilities applicable to those Opt-in Products. This Schedule does not create, and must not be construed as creating, any service levels, response times, performance guarantees or service level commitments, unless Vision expressly agrees otherwise in writing in an Order.

The Hirer acknowledges and agrees that the limitations and exclusions in the "Limitations / exclusions" column form part of the agreed allocation of risk under the Agreement, and that Vision does not warrant, represent or guarantee performance outside those limitations or the achievement of any particular outcome.

Prices for each type of Equipment and Services are as specified in the Order, Rates and/or invoices, and are subject to change with written confirmation from Vision.

All Fees are calculated on a per unit, per day basis, invoiced in advance in 28-day billing cycles.

Opt-in Product	Description	Limitations / exclusions (not designed for and not guaranteed)	Hirer responsibilities / prerequisites
24/7 Monitoring (Vision Command Centre)	In-house ASIAL-accredited 24/7 monitoring service operated by Vision, under which Vision personnel acknowledge alarm and event notifications, conduct visual verification where reasonably possible, classify events (as either actionable or non-actionable), and escalate in accordance with the Hirer's nominated escalation tree (including contacting the Hirer's nominated contacts, liaising with third party response providers nominated by the Hirer, and contacting police and emergency services where Vision reasonably considers it appropriate).	(a) Monitoring comprises observation, verification and escalation only and does not include any physical attendance, guarding or interdiction. (b) Vision does not provide armed or unarmed response services and does not guarantee the prevention of any incident. (c) Vision does not guarantee that all events will be detected, verified or escalated, as this depends on camera coverage, alert generation, operator judgement, and false-alarm filtering. (d) Vision's ability to escalate depends on the accuracy and currency of the escalation tree and contact information provided by the Hirer. (e) Vision cannot monitor Equipment that is non-functional, obstructed, impaired or otherwise unavailable. (f) Any contact with police or emergency services is at Vision's discretion based on the information reasonably available at the time. Vision does not guarantee emergency services attendance or response times. (g) Service availability may be affected by events outside Vision's reasonable control (including telecommunications outages, natural disasters and infrastructure failures). (h) Unless expressly agreed in writing, Vision does not warrant any specific acknowledgement, verification or escalation timeframes. (i) ASIAL accreditation renewal occurs periodically and Vision will notify the Hirer if there is any loss or material variation of the accreditation within a reasonable timeframe.	(a) The Hirer must maintain an accurate and current escalation tree and contact details. (b) The Hirer is responsible for all on-site response, including engaging any third party security response providers. (c) The Hirer remains responsible for Site security procedures and incident response planning.
RegCheck (Number Plate Recognition)	Automatic number plate recognition functionality that captures vehicle registration plates from camera footage (where possible), produces movement reports and generates alerts for matches against a Hirer-maintained watchlist, as configured in the Vision Hub platform. Vehicle meta data filtering/reports are an additional opt-in feature.	(a) Outputs are intended for operational use and are not enforcement-grade. Vision does not warrant that outputs are admissible or sufficient for any prosecution, enforcement or legal proceedings. (b) Capture and recognition accuracy depends on factors including camera placement, vehicle speed, plate visibility, weather and lighting. Not all plates will be captured or successfully read. (c) The service cannot identify drivers or vehicle occupants. (d) Watchlist alerts depend on the accuracy and currency of Hirer-provided watchlist data. (e) Unless expressly agreed in writing, Vision does not warrant any minimum accuracy or capture rate.	(a) The Hirer must maintain accurate and current watchlist data. (b) The Hirer is responsible for compliance with all applicable privacy, surveillance and notice requirements at the Site.
RegCheck Radar (Speed Monitoring)	Radar-based vehicle speed measurement integrated with automatic number plate recognition functionality, with reporting via the Vision Hub platform.	(a) The service is not a calibrated or police-grade speed enforcement device and is not certified for enforcement, prosecution or legal proceedings. (b) Accuracy depends on placement, road geometry, vehicle profile and environmental conditions. (c) Vision does not warrant any minimum accuracy levels unless expressly agreed in writing.	The Hirer is responsible for any signage, notifications and legal compliance obligations applicable to speed monitoring at the Site.
EnviroGuard (Environmental Monitoring)	Environmental monitoring sensors measuring air quality, particulate matter (PM2.5/PM10), noise and weather conditions, with reporting and alerting via the Vision Hub platform.	(a) Sensor accuracy is limited to manufacturer specifications and is not laboratory grade or scientific instrument grade. (b) Outputs are indicative only and are not certified for regulatory compliance reporting. (c) Calibration may be performed at deployment. Sensor drift between calibrations is not warranted. (d) Availability may be affected by solar charge and telecommunications connectivity.	The Hirer remains responsible for meeting any regulatory environmental monitoring obligations and for obtaining any certified monitoring required by law.
LoadSure (Weighbridge Monitoring)	Camera-based monitoring of weighbridge activity, including vehicle recording and images to support load review and plate identification, and (where configured) capturing an image of third party weighbridge weight readings.	(a) The service is not a trade-approved weighing system and does not replace certified weighbridge equipment or processes. (b) Outputs are not evidence-grade and are not suitable or intended for use as chain of responsibility evidence or legal evidence for the purposes of any prosecution, enforcement, or legal proceedings. (c) Vision does not warrant the accuracy of any weight information displayed by third party systems. (d) Capture and usefulness of outputs depend on vehicle positioning, lighting and camera placement.	The Hirer remains responsible for compliance with the <i>National Measurement Act 1960</i> (Cth) and any other applicable laws and licensing requirements, and for maintaining its certified weighbridge processes and records.

		(e) Outputs are not intended to be the sole basis for resolving commercial disputes relating to weight, load distribution or vehicle identification.	
Sense AI – RoadSense	Artificial intelligence enabled analytics derived from camera feeds, to report on vehicle counting and movement analytics (including vehicle classification (ie. light, heavy and oversized vehicles) and movement pattern analysis) delivered via the Vision Hub platform.	(a) Outputs are operational analytics only and are not census-grade, safety-critical or legal evidence grade. (b) Accuracy depends on camera placement, traffic density, classification ambiguity, weather and lighting. (c) Artificial Intelligence models may be updated and improved over time and outputs may vary between sites and over time. (d) Vision does not warrant any minimum count accuracy, classification accuracy or false-positive/false-negative rates unless expressly agreed in writing. (e) Outputs should not be relied upon as the sole input for safety-critical transport management or infrastructure decisions.	The Hirer is responsible for validating outputs before reliance for material decisions and ensuring compliance with any applicable regulatory requirements.
Sense AI Dumping – WasteSense	Artificial intelligence enabled detection of suspected illegal dumping events within camera field-of-view, generating alerts via the Vision Hub platform and, where Vision Command Centre monitoring is also subscribed, enabling escalation workflows as configured.	(a) Detection may generate false positives or fail to detect events. Vision does not warrant any minimum detection rate. (b) Outputs may require human verification and appropriate evidentiary handling for any enforcement action. Vision does not warrant admissibility or sufficiency for legal proceedings. (c) Detection is limited to the camera field-of-view and is affected by lighting and environmental conditions, with reduced performance at night. (d) The service is not a substitute for human inspection or enforcement activity.	The Hirer is responsible for any enforcement, prosecution, fine issuance or compliance action and for compliance with applicable laws and evidentiary requirements.
Sense AI Fire – FireSense	Artificial intelligence enabled smoke and flame anomaly detection based on visual analysis of camera feeds, generating alerts via the Vision Hub platform and, where monitoring is also subscribed, enabling escalation workflows as configured.	(a) The service is not a fire alarm system, life safety system or fire detection system as defined in AS 1670 (or any other applicable standard), and is supplementary only. (b) Detection is limited to visible indicators in camera field-of-view. Smouldering, internal or obscured fires may not be detected. (c) Performance depends on coverage, smoke/flame characteristics, lighting, atmospheric conditions and time of day. (d) Vision does not warrant any minimum detection time or detection rate unless expressly agreed in writing. (e) The service does not include fire response, evacuation management or emergency services attendance.	The Hirer must maintain compliant fire detection and suppression systems and is responsible for emergency response, evacuation procedures and emergency services engagement.
Sense AI – LoadSense	Artificial intelligence enabled analytics derived from camera feeds to review vehicle loads, providing auditable data to confirm invoiced quantities, or search for missing stock, plant, or materials.	(a) Outputs are operational analytics only and are not audit-grade, trade-measurement-grade, chain of responsibility evidence, or legal-evidence-grade. (b) Outputs are derived from camera images and any associated metadata; accuracy depends on camera placement, field-of-view, lighting, occlusion, dust/weather conditions, vehicle speed, load type/profile and the quality of the underlying data captured. (c) The Services may generate false positives and false negatives. Vision does not warrant that all loads, load changes, stock, plant or materials will be detected, identified or correctly quantified. (d) The Services do not measure weight and do not replace weighbridges, certified scales, volumetric survey methods, or any other certified measurement process. (e) Where outputs are used to reconcile invoices or quantities, Vision does not warrant that the outputs will match supplier/contractor measurements, dockets or invoices. (f) Any "auditable" outputs are limited to what is visible within camera coverage. Vision does not warrant completeness of records if a camera is obstructed, impaired or unavailable, or where events occur outside camera coverage. (g) Model performance may vary by site and over time, including where Vision deploys updates or improvements. Vision does not warrant any minimum accuracy rates unless expressly agreed in writing.	(a) The Hirer must ensure appropriate camera selection and placement to capture relevant load views (including entry/exit points and load presentation angles), and maintain suitable lighting and line-of-sight. (b) The Hirer is responsible for ensuring site readiness, safe access for installation/maintenance, and that required power/connectivity dependencies are available. (c) The Hirer is responsible for configuring and maintaining any reference data required for the intended use case (e.g. material categories, site zones, vehicle identifiers/watchlists, stock/asset registers), and for validating outputs before reliance for invoicing, billing disputes, stock reconciliation or material business decisions. (d) The Hirer remains responsible for any contractual, invoicing and dispute resolution processes and for maintaining primary systems of record. (e) The Hirer is responsible for compliance with applicable privacy, surveillance and workplace monitoring laws, including any required notices, policies and consents.
Sense AI – SiteSense – Site Monitoring & Safety	Camera-based monitoring of sites and site safety, including a broad range of applications, from monitoring site/facility access points for anomalies to providing safety trend analysis. Safety trends include detection of speeding vehicles, loading zone issues, and personal protective equipment ("PPE") compliance monitoring.	(a) The Services are supplementary monitoring and analytics tools only and are not safety systems, life safety systems, access control systems, emergency management systems, or compliance systems. (b) The Services do not prevent incidents and do not replace the Hirer's obligations under work health and safety laws, site supervision, training, inductions, traffic management plans, safe work method statements, or physical controls. (c) Detection and trend outputs depend on camera coverage, placement, lighting, occlusion, weather/dust, and the quality of the underlying data captured; events outside camera field-of-view or during outages/impairment may not be detected or recorded.	(a) The Hirer must ensure camera placement and site configuration are suitable for the intended monitoring outcomes (e.g. access points, traffic routes, loading zones, pedestrian interfaces) and maintain appropriate lighting and line-of-sight. (b) The Hirer is responsible for maintaining any site maps/zones, alert rules, escalation contacts and other configuration data required for the intended use case, and for periodically reviewing configuration as the site changes. (c) The Hirer is responsible for acting on alerts/insights and implementing and maintaining all WHS controls and response procedures. Vision does not provide on-site supervision or safety response.

		(d) The Services may produce false positives and false negatives. Vision does not warrant detection of all anomalies, hazards, unsafe behaviours, speeding, loading zone issues, or PPE compliance events. (e) Outputs are not enforcement-grade and are not guaranteed admissible or sufficient for disciplinary, regulatory or legal proceedings. (f) PPE and behaviour detection is limited to what is visually observable; the Services cannot determine worker competence, fatigue, impairment, authorisations or compliance with non-visual requirements. (g) Trend analysis is indicative only and may be affected by changes in site layout, operations, camera configuration and model updates. Vision does not warrant any minimum detection or accuracy rate unless expressly agreed in writing.	(d) The Hirer remains responsible for ensuring any use of outputs for compliance, discipline, investigations or reporting is appropriate, includes human review, and complies with applicable laws and internal policies. (e) The Hirer is responsible for compliance with applicable privacy, surveillance and workplace monitoring laws, including notices, policies, consultation and consents (as required). (f) The Hirer must ensure required power/connectivity dependencies are available and provide safe access for installation and maintenance.
Bespoke Data Solutions – Deep Site Awareness (DSA)	Bespoke reports and analytics derived from data and metadata captured by Vision's Equipment and Vision Hub platform, such as activity summaries, dashboards, movement reports and pattern analysis, as scoped in writing.	(a) Outputs are derived from Vision's underlying data and are not a substitute for the Hirer's own systems of record. (b) Accuracy is limited to the accuracy and completeness of the underlying captured data. (c) Outputs are not audit-grade or legal evidence grade unless expressly agreed and quality assured in writing. (d) Vision does not warrant fitness for the Hirer's specific decision-making purposes.	The Hirer is responsible for providing a clear written brief and for verifying outputs before reliance for material business decisions.
Capture (Timelapse camera) HD	Timelapse camera solution, including access to a web dashboard to view images and create timelapse outputs, and artificial intelligence based filtering of poor-quality images where available.	(a) Vision does not guarantee image quality, which may be affected by environmental conditions. (b) Performance outside manufacturer specifications is not warranted. (c) The solution may be affected by mechanical failure, vandalism, theft and human error in installation/configuration. (d) Operation may depend on telecommunications connectivity and solar exposure (where applicable).	The Hirer is responsible for ensuring site conditions and placement are suitable for intended capture outcomes and for providing access for installation and maintenance.
Trailer	Towable trailer with four cameras mounted on a telescopic pole capable of being winched up and down, as specified in the Order.	(a) Limitations and exclusions applicable to Camera hardware hire also apply. (b) Vision does not warrant suitability for towing by any particular vehicle or suitability for any particular terrain or road conditions.	(a) The Hirer responsibilities and prerequisites applicable to "Camera hardware hire" also apply. (b) The Hirer must implement and maintain an appropriate exclusion/isolation zone when raising or lowering the pole. (c) The Hirer is responsible for safe towing, handling and compliance with applicable road and safety requirements at the Site.
Gates	Sliding gate solutions (4.5m or 6.0m) operated via remote control, application access, and/or RegCheck camera whitelisting, using one or two camera units to support gate operation and surveillance.	(a) Limitations and exclusions applicable to Camera hardware hire also apply. (b) Gate functionality may depend on power supply, telecommunications connectivity and correct configuration. Vision does not guarantee uninterrupted access control operation. (c) The system does not guarantee prevention of unauthorised entry (including where credentials are compromised, tailgating occurs or physical barriers are bypassed).	(a) The Hirer responsibilities and prerequisites applicable to "Camera hardware hire" also apply. (b) The Hirer is responsible for administering access credentials/whitelists and implementing on-site access control procedures. (c) The Hirer must ensure the Site is suitable for gate installation and operation and comply with applicable safety requirements.
Starlink units: - Transmitter unit - Vision Receiver unit - Standalone unit	Starlink satellite internet unit range for site connectivity: - Transmitter unit: capable of acting as a base unit to provide Wi-Fi connectivity to up to five (5) Vision Receiver units within range, subject to line-of-sight and distance limits and any other Starlink technical constraints. - Vision Receiver unit: surveillance camera unit with Wi-Fi connectivity. - Standalone unit: integrated Starlink and Vision surveillance camera unit.	(a) Connectivity performance, availability, speed, latency and uptime are dependent on Starlink's satellite network and services and other factors outside Vision's reasonable control. Vision gives no guarantee of continuous connectivity or any minimum bandwidth, latency or uptime. (b) Wi-Fi connectivity from the Transmitter unit to connected Vision Receiver units is subject to line-of-sight, distance, interference, obstructions (including buildings, plant, terrain and foliage), weather conditions and device limitations. Vision does not warrant connectivity to any particular number of units at any time. (c) Any Starlink unit may be subject to planned or unplanned outages, congestion, maintenance, software/firmware updates and service restrictions imposed by the Starlink provider. Vision is not responsible for such interruptions. (d) The service is a connectivity enablement product only and does not guarantee the performance of any Vision Equipment or Services that depend on connectivity (including monitoring, alerts, analytics, reporting or footage access). (e) Vision does not warrant compatibility with third-party devices, networks or configurations unless expressly agreed in writing.	(a) The Hirer is responsible for selecting and maintaining a suitable installation location (including clear sky/line-of-sight and appropriate elevation where needed) and for ensuring safe access for installation, maintenance and removal. (b) The Hirer is responsible for providing and maintaining any required power supply and protecting the unit from damage, interference, tampering and unauthorised access. (c) The Hirer is responsible for complying with all applicable laws, site requirements relating to telecommunications equipment, radiofrequency devices, electrical safety and workplace safety and any of Starlink's terms and conditions for the use of their equipment and services. (d) The Hirer is responsible for configuring and managing any local network settings (including Wi-Fi credentials, access controls and device authorisations) and for ensuring appropriate cyber/security controls for connected devices. (e) The Hirer must promptly notify Vision of any connectivity issues and cooperate with reasonable troubleshooting steps (including providing access to the Site and relevant configuration information).