



RAIL FIRE & MAINTENANCE

Rail Fire and Maintenance Locomotive System Mechanical Part Number List 2025

Company Name

Rail Fire and Maintenance

ITEM		PICTURE
RYCO L000-12 12 FA NON-SKIVE FERRULE REUSABLE BSP FITTING FOR DISCHARGE HOSE THAT CONNECTS COPPER TO CYLINDERS REUSABLE FERRULE 2 WIRE PART NO SD70-10-RL001-12		

ITEM		PICTURE
RYCO 6260-1212 6260-1212 FEMALE 90DEG BEND 90 DEGREE BEND THAT CONNECTS DISCHARGE HOSE TO SUPPRESSION BOTTLE REUSABLE BSPP FEMALE 90 BEND PART NO SD70-10-626-1212		

ITEM		PICTURE
RYCO 6020-1212 3/4" HOSE X 3/4" BSPP FEMALE INSERT FITTINGS THAT CONNECTS THE CYLINDERS HOSE TO COPPER PIPE NETWORK REUSABLE BSPP FEMALE PART NO SD70-10-602-1212		

ITEM		PICTURE
RYCO L000-08 08 FA NON-SKIVE FERRULE REUSABLE BSP FITTING FOR THE 1/2 INCH HOSES IN THE ENGINE BAY. REUSABLE FERRULE 2 WIRE PART NO SD70-10-RL001-08		

ITEM		PICTURE
RYCO 6020-0808 1/2" HOSE X 1/2" BSPP FEMALE SWIVEL INSERT PART OF REUSABLE BSP FITTING FOR THE 1/2 INCH HOSES IN THE ENGINE BAY. PART NO SD70-M-COMP-1/005		

ITEM		PICTURE
RYCO RQP212 RQP212 HIGH TEMPERATURE HOSE HOSE HYDRAULIC - BLUE HIGH TEMP TWO WIRE 3/4" PART NO SD70-01-RQP2-12		

ITEM		PICTURE
RYCO RQP28 08 RYCO RQP2 SURVIVOR HI-TEMP HOSE HYDRAULIC - BLUE HIGH TEMP TWO WIRE 1/2" PART NO SD70-01-RQP2-08		

ITEM		PICTURE
RYCO FS1072-16 16 SI/fiber glass fire sleeve Heat proof sleeve to cover hose that enter engine bay PART NO SD70-22-FS1072-16		

ITEM		PICTURE
RYCO FSTAPE-16 16 TAPE FOR FS1072 (11M/ROLL) Heat proof tape to fix glass fiber sleeves PART NO SD70-22-FSTAPE-16		

ITEM		PICTURE
RYCO K26-1212 20DN BSP 90 HOSE COUPLING The following two item make up this part 6260-1212 BSPP FEMALE 90° BEND K000-12 NON SKIVE FERRULE PART NO SD70-10-626-1212 PART NO SD70-10-RK00-12		

ITEM		PICTURE
RYCO S75-0808 / FS75-0808 DN15 BSP HEX NIPPLE (STEEL) PART NO SD70-M-COMP-1/025		

ITEM		PICTURE
RYCO S7N-0207 NPT/JIC NIPPLE RYCO ADAPTOR - NPTM X JICM NIPPLE PART NO SD70-12-S7N-0207		

ITEM		PICTURE
RYCO S15-0707 0707 JICM JICFS 90° ELBOW RYCO ADAPTOR - JICM X JICFS 90 ELBOW USED ON THE DISCHARGE LINE PART NO SD70-12-S15-0707		

ITEM		PICTURE
RYCO 9344220357 COUPLING 7/16" JICF X 1/4" HOSE FIELD ATTACHABLE REUSABLE JIC FEMALE PART NO SD70-10-604-0407		

ITEM		PICTURE
RYCO S7-1217 NIPPLE 1/16"JICM X 3/4"BSPTM S7-1217 BSPTM JICM NIPPLE PART NO SD70-12-S7-1217		

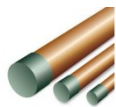
ITEM		PICTURE
RYCO S7N-0207 NIPPLE 1/8" NPTM X 7/16" JICM S7N-0207 NPTM JICM NIPPLE PART NO SD70- S7N-0207		

ITEM		PICTURE
RYCO S27-1212 RYCO STRAIGHT MALE NIPPLE 3/4" BSPT MALE X 3/4" BSPT MALERYCO ADAPTOR - BSPTM X BSPTM NIPPLE PART NO SD70-12-S27-1212		

ITEM		PICTURE
RYCO 28N-0207 0207 NPTM JICM 90 DEGREE EBLow The following two item make up this part S28N-0202 NPTFF NPTFF 90' ELBOW S7N-0207 NPTM JICM NIPPLE PART NO SD70-12-S8N-0207 PART NO SD70-12-S7N-0207		

ITEM		PICTURE
RYCO 9344220356 HOSE 1/4" RED FIRE SUPPRESSION -04 T1F MSHA FIRE SUPPRESSION PART NO SD70-01-T1F-04		

ITEM		PICTURE
RYCO K02-1212 20DN BSP HOSE COUPLING The following two item make up this part 6020-1212 BSPP FEMALE K000-12 NON SKIVE FERRULE PART NO SD70-10-602-1212 PART NO SD70-10-RK00-12		

ITEM		PICTURE
GALVINS 90118 EN BQ COPPER TUBE 19.05 X 1.02 X 6MTR TYPE B COPPER TUBING 20MM 3/4 INCH PART NO SD70-M-COMP-1/010		

ITEM		PICTURE
GALVINS 90035 LEN BQ COPPER TUBE 12.7 X 0.91 X 6MTR TYPE B COPPER TUBING 15MM 1/2 INCH PART NO SD70-M-COMP-1/011		

ITEM		PICTURE
GALVINS 69922 BRASS C/T TEE 20CX20CX20C DN20 BSP CONETITE TEE (BRASS) PART NO SD70-M-COMP-1/012		

ITEM		PICTURE
GALVINS 69526 BRASS C/T ELBOW 20CX20C DN20 CONETITE ELBOW (BRASS) PART NO SD70-M-COMP-1/013		

ITEM		PICTURE
GALVINS 69518 BRASS C/T ELBOW 15CX15C DN15 CONETITE ELBOW (BRASS) PART NO SD70-M-COMP-1/014		

ITEM		PICTURE
GALVINS 70474 BRASS C/T UNION 15CX15MI DN15C X DN15MI CONETITE UNION (BRASS) PART NO SD70-M-COMP-1/015		

ITEM		PICTURE
GALVINS 69799 BRASS C/T ELBOW 15CX15FI DN15C X DN15FI ELBOW (BRASS) PART NO SD70-M-COMP-1/016		

ITEM		PICTURE
GALVINS 70508 BRASS C/T UNION 20CX20MI DN20CX DN20MI CONETITE UNION (BRASS) PART NO SD70-M-COMP-1/017		

ITEM		PICTURE
GALVINS 69914 BRASS C/T TEE 15CX15CX15C DN15 BSP CONETITE TEE (BRASS) PART NO SD70-M-COMP-1/018		

ITEM		PICTURE
GALVINS 64386 DN20 BSP HEX NIPPLE (BRASS) BRASS HEX NIPPLE 20MM PART NO SD70-M-COMP-1/019		

ITEM		PICTURE
GALVINS 64733 BRASS HEX RED NIPPLE 20 X 15 DN20 X DN15 BSP HEX NIPPLE (BRASS) PART NO SD70-M-COMP-1/020		

ITEM		PICTURE
GALVINS 62141 BRASS ELBOW M&F 15MM DN15 BSP 90 M&F ELBOW (BRASS) PART NO SD70-M-COMP-1/021		

ITEM		PICTURE
GALVINS 60996 BRASS HEX RED BUSH 20 X 15 DN20 X DN15 BSP BUSH (BRASS) PART NO SD70-M-COMP-1/022		

ITEM		PICTURE
GALVINS 60897 BRASS HEX RED BUSH 15 X 6 (1/2X1/4) DN15 X DN6 BS BUSH HEX RED (BRASS) PART NO SD70-M-COMP-1/023		

ITEM		PICTURE
GALVINS 64386 BRASS HEX NIPPLE 20MM PART NO SD70-M-COMP-1/045		

ITEM		PICTURE
GALVINS 370458 BRASS DUAL CHECK VALVE F&F 20MM #7181 PART NO SD70-M-COMP-1/046		

ITEM		PICTURE
GALVINS 61036 25X20DN BSP BUSH (BRASS) PART NO SD70-M-COMP-1/055		

ITEM		PICTURE
KEMPE TBA DN6 BSP 45 M/F ELBOW (BRASS) PART NO SD70-M-COMP-1/024		

ITEM		PICTURE
KEMPE 468641 20DN BSP HEX NIPPLE LONG (BRASS) PART NO SD70-M-COMP-1/056		

ITEM		PICTURE
BLACKWOODS 913087 LOCTITE 569 50ML APPLY TO HEX BUSHINGS AND PLUGS. PART NO SD70-M-COMP-1/026		

ITEM		PICTURE
BLACKWOODS 76721 LOCTITE 577 250ML APPLY TO CONETITE FITTINGS AND RYCO FITTINGS. PART NO SD70-M-COMP-1/027		

ITEM		PICTURE
BLACKWOODS 4224057 MOLYKOTE 111 100GM PART NO SD70-M-COMP-1/057		

ITEM		PICTURE
REMOTE CONTROL TECHNOLOGIES 127379 PRESSURE SWITCH 200KPA RISING 1/8NPT DUAL CIRCUIT Part No: 6778 DISCHARGE SWITCH 200 KPA PEFS CONTACT CLOSE ABOVE RATED PRESSURE PART NO SD70-M-COMP-1/041		

ITEM		PICTURE
REMOTE CONTROL TECHNOLOGIES 127361 Part No: 5236 LOW PRESSURE SWITCH 1050KPA PEFS CONTACT OPEN BELOW RATED PRESSURE PART NO SD70-M-COMP-1/042		

ITEM		PICTURE
SPRAY NOZZLE ENGINEERING 46111 HIGH PROX NOZZLES - BN17N FOIL NOZZLE PART NO SD70-M-COMP-1/058		

ITEM		PICTURE
SPRAY NOZZLE ENGINEERING 46112 LOW PROX NOZZLES - BM16W FOIL NOZZLE PART NO SD70-M-COMP-1/059		

1 Definitions

Business Days means any day except for a Saturday, Sunday or public holiday in the jurisdiction the Products or Services are being supplied.

Customer Materials means any document, goods or material provided by the Customer or on behalf of the Customer to Rail Fire & Maintenance in relation to this Agreement.

Customer's Personnel means any subcontractor, employee, agent or officer of the Customer or such other person engaged by or representing the Customer from time to time.

Completion Date means the earliest of the date on which the Term (as extended in accordance with this Agreement) expires or the Works have been completed.

Fees means the Fees specified in the Details (as adjusted in accordance with this Agreement).

Force Majeure means an event beyond the control of Rail Fire & Maintenance, including but not limited to strikes, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, riot, national emergency, piracy, hijack, terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, changes in Legislative Requirements.

GST, GST Law and other terms defined in the GST Law have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), except that 'GST Law' must be interpreted as including any applicable rulings issued from time to time by the Commissioner of Taxation.

Legislative Requirements means relevant:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory;
- (b) codes, standards, certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Works, including the requirements of any Authority, and the requirements of any approvals; and
- (c) Australian Standards and the Building Code of Australia;

Products means the products described in the quotation issued by Rail Fire & Maintenance to the Customer.

Services means the services described in the quotation issued by Rail Fire & Maintenance to the Customer.

Site means the land or premises specified in the Details.

Term means the term of this Agreement as specified in the Details and as extended in accordance with this Agreement or otherwise by agreement between the parties.

Variation means an increase or change to the Products or Services to be supplied, including a change to any specification or Customer Materials.

Warranty Period means a 12 month period which will commence on:

- (i) the date of completion of installation of the Products, for Products sold on a supply and installation basis; or
 - (ii) delivery of the Products to the Customer, for Products sold on a supply only or supply and commission basis,
- as applicable.

WHS Law means the relevant work health and safety legislation applicable or any Legislative Requirement having a similar effect or purpose, in the State or Territory in which the Products or Services are being supplied.

Works means the Products and Services to be provided under this Agreement including Variations.

2 General obligation

- (a) Rail Fire & Maintenance agrees to provide the Customer with the Products and Services, and the Customer agrees to pay Rail Fire & Maintenance the Fees, in accordance with:
 - (i) service-specific terms described in the quotation issued by Rail Fire & Maintenance to the Customer, if applicable;
 - (ii) the Details;
 - (iii) these terms and conditions;
 - (iv) remaining schedules, forms, specifications and other referenced documents (if any),(together, "**this Agreement**").
- (b) If there is an inconsistency between the documents listed in clause 2(a), the order of precedence will be the order that the documents are listed in 2(a) to the extent of the inconsistency.

3 Fees for the Works

- (a) Unless otherwise agreed in writing, the Fees:
 - (i) are based on the Works being carried out from 08:30 to 17:00 on Business Days (subject to alteration by Rail Fire & Maintenance);
 - (ii) are based on having continuous, uninterrupted, and unhindered access to the required people, equipment, facilities, utilities, and areas where the Works are to be carried out;
 - (iii) are based on current workplace agreements;
 - (iv) do not cover extraneous work, including but not limited to patching/painting, carpet lifting or refitting, building work or decoration and emergency service call-outs; and

- (v) do not cover any costs associated with the discovery of unforeseen conditions or any other event beyond the reasonable control of Rail Fire & Maintenance.
- (b) Any additional costs arising from a change in the assumptions set out in clause 3(a) will be treated as a Variation under clause 5
- (c) Should Rail Fire & Maintenance agree to carry out extraneous work of the kind set out in clause 3(a)(iv), at the request of the Customer, then Rail Fire & Maintenance shall not be liable for any damage arising from carrying out this extraneous work provided that Rail Fire & Maintenance uses reasonable skill and care and taking into consideration the age and condition of the existing land or premises to which the extraneous work is performed.
- (d) Rail Fire & Maintenance may adjust the Fees on an annual basis in respect of an increase/fall in the cost of any annual services and increased/decreased costs. Should the Customer object to Rail Fire & Maintenance's proposed adjustment of Fees, the Customer may terminate this Agreement in accordance with clause 17(e).
- (e) If it becomes necessary to pay any additional site allowances, other than a State or Federal award, or amounts in excess of any current workplace agreement applicable to the type of work being performed, these costs will be added to the Fee.
- (f) Emergency service call-outs will be charged in accordance with Rail Fire & Maintenance's standard fees for such emergency services. These fees can be provided on request.

4 Delivery

- (a) Rail Fire & Maintenance shall use reasonable endeavours to complete the delivery of the Works by the Completion Date.
- (b) The Customer acknowledges that delivery dates or periods quoted are estimates only and are subject to prompt receipt of all Customer Materials necessary to allow Rail Fire & Maintenance to proceed with the delivery of the Works.
- (c) Rail Fire & Maintenance accepts no liability whatsoever for any loss or damage suffered by the Customer as a consequence of any delay in the delivery of the Works.
- (d) Risk in the Products shall pass to the Customer upon delivery of the Products to the Customer. Title to and ownership of the Products shall pass to the Customer upon receipt by Rail Fire & Maintenance of payment in full for those Products.

5 Variations

- (a) The Customer shall pay for any Variation as follows:
 - (i) if Rail Fire & Maintenance has quoted an amount for such Variation, the amount quoted; or

- (ii) if Rail Fire & Maintenance has not given any quote, an amount calculated for the Variation by Rail Fire & Maintenance in accordance with Rail Fire & Maintenance's standard rates for such Works applicable at that time; and
- (iii) Rail Fire & Maintenance is entitled to charge the Customer for any design, management, overhead and profit for each Variation carried out.

6 Delays

The Customer agrees that Rail Fire & Maintenance will be entitled to an extension of time to any Completion Date or other delivery date and associated additional costs where Rail Fire & Maintenance has been delayed as a result of:

- (a) a breach of this Agreement by the Customer;
- (b) an act or omission by the Customer or the Customer's Personnel;
- (c) delays caused by the Customer or the Customer's Personnel;
- (d) delays caused under clause 3(a)(ii), clause 4(b) and clauses 7(a) to 7(b);
- (e) a Variation; and
- (f) a Force Majeure event.

7 Customer's specific obligations

- (a) The Customer shall:
 - (i) provide Rail Fire & Maintenance with sufficient access to the Site as reasonably required for the purpose of allowing Rail Fire & Maintenance to perform its obligations under this Agreement;
 - (ii) ensure that the Customer and the Customer's Personnel:
 - (A) do not interfere with or disrupt, delay or hinder Rail Fire & Maintenance, its employees, agents, subcontractors or other persons engaged by Rail Fire & Maintenance or prevent them from carrying out the Works or cause them to incur additional cost; and
 - (B) reasonably cooperate with Rail Fire & Maintenance and its employees, agents and subcontractors;
 - (iii) advise Rail Fire & Maintenance of the existence of any conditions affecting the Site, including but not limited to, concealed pipes, wires and cables for water, gas, electricity, telephone, or asbestos, and shall confirm the location of such conditions to Rail Fire & Maintenance's technician before work commences. In the absence of such notice Rail Fire & Maintenance accepts no liability for any loss or damage as a result of such conditions and the Customer agrees to indemnify Rail Fire & Maintenance against any claim whatsoever for any loss or liability under this clause;

- (iv) provide the Customer Materials as required by Rail Fire & Maintenance for the delivery of the Products and/or performance of the Services by the date agreed between the parties or otherwise within a reasonable time after the date of this Agreement;
 - (v) provide Rail Fire & Maintenance, within a reasonable time of a request made by Rail Fire & Maintenance, any further data, specifications and information required by Rail Fire & Maintenance to fulfil its obligations under this Agreement;
 - (vi) provide adequate facilities at the Site at no cost to Rail Fire & Maintenance, including but not limited to parking, power, lifting equipment, scaffolding, scissor lifts, rubbish removal skips and lockable storage; and
 - (vii) ensure that the Site is at all times a safe working environment and complies with all applicable WHS Law. The Customer acknowledges that Rail Fire & Maintenance has not been engaged as the principal contractor for the purposes of WHS Law in carrying out the Works.
- (b) If Rail Fire & Maintenance considers that the Site is unsafe, it may delay or cease delivery of the Works until the Site is restored to a safe condition. In addition to any of Rail Fire & Maintenance's rights under this Agreement, the Customer acknowledges that any such delay or cessation of the Works:
- (i) will not constitute a breach of this Agreement; and
 - (ii) will not entitle the Customer to the payment of liquidated damages or a financial penalty or any other damages.
- (c) The Customer indemnifies Rail Fire & Maintenance against any claims (including claims made by third parties) for:
- (i) the failure of equipment due to events beyond Rail Fire & Maintenance's reasonable control, including but not limited to the failure of telecommunication carrier lines, power supply, and servers;
 - (ii) costs relating to emergency services charges; and
 - (iii) the relocation of equipment.
- 8 Warranty and Product Returns**
- (a) The Customer must inspect all Products upon delivery and, within 5 Business Days of delivery, give written notice to Rail Fire & Maintenance if any of the Products delivered are not in accordance with this Agreement.
 - (b) Rail Fire & Maintenance will replace or rectify (at Rail Fire & Maintenance's option) any Products that are:
 - (i) not provided in accordance with this Agreement, provided that the Customer has complied with its obligations under clause 8(a); and
 - (ii) defective, provided that the Customer has notified Rail Fire & Maintenance of the defect in accordance with clause 8(a), or, in circumstances where the defect was not identifiable on a reasonable inspection of the Products upon delivery, the defect is notified to Rail Fire & Maintenance during the Warranty Period,
- (the **Warranty**).
- (c) Rail Fire & Maintenance has no obligation to replace or rectify any Products under clause 8(b)(i) where the Customer has failed to comply with clause 8(a) or 8(b)(ii).
 - (d) If the Customer wants to return a Product for credit (for a reason other than as set out in clause 8(b)), the Customer must:
 - (i) not return a Product to Rail Fire & Maintenance without the prior agreement of Rail Fire & Maintenance;
 - (ii) ensure that the Product to be returned is properly packaged so that no damage occurs during transit;
 - (iii) pay a reasonable restocking fee as determined by Rail Fire & Maintenance; and
 - (iv) pre-pay all postage, freight and packaging costs for the return of the Product (unless otherwise approved by Rail Fire & Maintenance in writing).
 - (e) The Customer acknowledges that:
 - (i) it is required to carry out regular maintenance in accordance with the applicable Legislative Requirements, codes and manufacturer guidelines, by qualified, trained personnel, using Rail Fire & Maintenance authorised parts, conforming to original design specifications as applicable;
 - (ii) the Warranty given by Rail Fire & Maintenance is conditional upon the Customer complying with such maintenance obligations;
 - (iii) Rail Fire & Maintenance is not liable for fair wear and tear of any Products; and
 - (iv) if Rail Fire & Maintenance elects to repair any Products under clause 8(b) or otherwise:
 - (A) Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods; and
 - (B) if the Products are capable of retaining user-generated data, the repair of the Products may result in the loss of the data.
 - (f) The parties agree that when evaluating a claim for a defective Product, due allowance shall be made for fair wear and tear of the Product.

- (g) The Customer agrees that Rail Fire & Maintenance will be relieved of its obligations under this clause if:
 - (i) the Customer or any other party other than Rail Fire & Maintenance (or authorised by Rail Fire & Maintenance), attempts to install, carry out repairs, mal-operate or modify the Products in any way during or after the expiry of the Warranty Period; or
 - (ii) the defect or damage to the Product arises out of the Customer's, or the Customer's Personnel's, negligence, fault, neglect, abuse, incorrect use or as a result of vandalism, fire, water damage, power surge, an error or defect in the Customer Materials, or any other circumstance outside of Rail Fire & Maintenance's control.
- (h) To the extent permitted by law, and unless otherwise expressly agreed with the Customer, Rail Fire & Maintenance will exclude from its obligations under clause 8(b), any Products that are connected to any of the Customer's systems.
- (i) Notwithstanding anything in this clause, Rail Fire & Maintenance can elect to reimburse the Customer for the cost of any defective Products supplied to a maximum total value of the Fees paid by the Customer under this Agreement for the Products.

9 Warranty and Product Returns – Consumer only

- (a) This clause 9 only applies if the Customer is a consumer for the purposes of the *Competition and Consumer Act 2010* (Cth).
- (b) Nothing in this Agreement limits or excludes the application of the *Competition and Consumer Act 2010* (Cth). If the Customer is a consumer as defined in the Australian Consumer Law, the consumer guarantees under the Australian Consumer Law apply to the extent of any inconsistency with clauses 8 and 9.
- (c) Rail Fire & Maintenance's Products and Services come with guarantees that cannot be excluded under the *Australian Consumer Law*. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Products repaired or replaced, or the Services resupplied if the Works fail to be of acceptable quality and the failure does not amount to a major failure.
- (d) The benefits to the consumer given by this warranty are in addition to other rights and remedies of the consumer under applicable laws relating to the Product or Service.
- (e) If a defect in the Product or Service appears within 12 months, the Customer is entitled to submit a warranty claim by returning it to the address shown in the Details. When returning the Product, the Customer must ensure it is properly packaged so that no damage occurs during transit. Any postage and packaging expenses required to return the Product to Rail Fire & Maintenance will be at the Customer's cost.

- (f) The Customer must provide the original or a copy of the proof of purchase and, where possible, include an explanation of the problem.
- (g) If Rail Fire & Maintenance elects to repair the Product:
 - (i) Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Product; and
 - (ii) if the Products are capable of retaining user-generated data, the repair of the Product may result in the loss of the data.

10 Intellectual Property Rights

- (a) Rail Fire & Maintenance retains all rights, title and interest subsisting in any design, documentation, diagrams, plans, or other information and materials supplied to the Customer in relation to this Agreement.
- (b) All intellectual property rights in Customer Materials supplied by the Customer for the purposes of this Agreement remain the property of the Customer but the Customer grants Rail Fire & Maintenance a perpetual, irrevocable, royalty free, non-exclusive licence to use, reproduce and modify the Customer's Materials for any purpose related to this Agreement.
- (c) The Customer agrees to accept full responsibility for the Customer Materials and to indemnify Rail Fire & Maintenance for any action, claim, liability, cost or expense arising out of any claim in relation to any intellectual property infringement arising out of Rail Fire & Maintenance's use of the Customer Materials.

11 Quotation validity

Unless otherwise agreed in writing, a quotation provided by Rail Fire & Maintenance may be accepted up to 30 days from the quotation date, after which Rail Fire & Maintenance reserves the right to amend or withdraw it. If any amounts are quoted in a foreign currency, the applicable exchange rate (as published by the Reserve Bank of Australia) shall be as at the date of the quotation.

12 Credit Information

- (a) The Customer acknowledges and agrees that if Rail Fire & Maintenance requires financial information about the Customer for any credit application which attracts the operation of the *Privacy Act 1988* (Cth), Rail Fire & Maintenance may:
 - (i) disclose and collect commercial credit information about the Customer (and if the Customer is a company, about its directors and officers) for the purpose of determining the Customer's credit worthiness;
 - (ii) obtain a credit report from a credit reporting agency (which may contain personal credit information, information about commercial activities or commercial worthiness) for the purpose of assessing an application for credit and any later request for credit;

- (iii) provide to, or obtain from any credit provider(s) named in a credit report information about the
Customer's personal or commercial credit arrangements (including information relating to credit worthiness, credit standing, credit history and credit capacity); and
- (iv) disclose personal information about the Customer to a credit provider other than Rail Fire & Maintenance or to a credit reporting agency, for the purpose of collecting outstanding amounts owed by the Customer to Newround.
- (b) Rail Fire & Maintenance's obligations under this Agreement are subject to satisfactory credit evaluation. Rail Fire & Maintenance reserves the right to withdraw any quotation, cancel the services, and terminate this Agreement under clause 17(a) should the Customer's credit evaluation be or become unsatisfactory.

13 Privacy

The Customer agrees that Rail Fire & Maintenance may collect and use the Customer's personal information in accordance with Rail Fire & Maintenance's privacy policy which is available upon request.

14 Payment

- (a) For performing its obligations under this Agreement Rail Fire & Maintenance is entitled to be paid the Fees by the Customer.
- (b) The Customer shall pay Rail Fire & Maintenance the Fees specified in the invoice within 30 days of the date of the invoice without set-off, deduction or discount of any kind.
- (c) If the Works extend over a period greater than one month, Rail Fire & Maintenance shall be entitled to submit claims for payment to the Customer for Works provided up to that date (including materials purchased for Works not yet delivered) by providing a tax invoice setting out details of the amount due to Rail Fire & Maintenance and the GST payable (**Payment Claim**).
- (d) The Customer shall pay Rail Fire & Maintenance the amount specified in the Payment Claim within 30 days of the date of the Payment Claim without set-off, deduction or discount of any kind.
- (e) The Customer acknowledges and agrees that this clause 14 creates a security interest in the Products and in all proceeds of those Products as security for the payment of all moneys owing by the Customer to Rail Fire & Maintenance, and for the performance of all of the Customer's obligations to Rail Fire & Maintenance.

- (d) The Customer agrees at Rail Fire & Maintenance's request to promptly sign any documents, provide all necessary information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) and do anything else reasonably required by Rail Fire & Maintenance to ensure that any security interest constitutes a perfected "Purchase Money Security Interest" for the purposes of *the Personal Property Securities Act 2009*.
- (e) Should the Customer fail to make payment by the due date for payment of an invoice or Payment Claim, the Customer will pay interest calculated daily on the overdue amount at 2% above the 30 day bank bill rate specified by National Australia Bank at the relevant time and may suspend work.
- (f) The Customer acknowledges that an invoice can include the full cost of materials or equipment purchased, and/or labour expended on work in progress and to place into storage materials which cannot be accepted for delivery on Site.
- (g) The Customer will be liable for the payment of all expenses reasonably incurred by Rail Fire & Maintenance in the recovery of any payment, including legal costs to the extent permitted by law.
- (h) Payment of Fees by the Customer within the specified period is an essential term of this Agreement, and failure to pay Rail Fire & Maintenance by the due date will constitute a material breach under clause 17(a).
- (i) Rail Fire & Maintenance may set off any amounts that Rail Fire & Maintenance reasonably considers is due to Rail Fire & Maintenance from the Customer against any amounts payable by Rail Fire & Maintenance to the Customer under this Agreement.

15 GST

- (a) Any consideration payable or to be provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include any amount on account of GST. If GST is payable on any supply made under or in connection with this Agreement (not being a supply the consideration for which is specifically described in this Agreement as 'GST inclusive'), the recipient of the supply must pay to the supplier, an additional amount equal to the GST payable on the supply (**GST Amount**). The GST Amount is payable at the same time as the GST exclusive consideration is paid or provided, subject to the supplier issuing the recipient with a tax invoice for the supply to which the payment relates.

16 Rail Fire & Maintenance's Liability

- (a) Nothing in this Agreement excludes, restricts or modifies the application of the provisions of any statute (including the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that statute or cause any part of this Agreement to be void.

(b) To the extent permitted by law, the Customer agrees that:

- (i) subject to the consumer guarantees and other provisions of the *Competition and Consumer Act 2010* (Cth) (if applicable), Rail Fire & Maintenance will have no liability for any statements, representations, guarantees, conditions or warranties that are not expressly contained in this Agreement;
- (ii) where Rail Fire & Maintenance breaches its obligations under this Agreement, Rail Fire & Maintenance shall, at its election, re-supply the Products or Services or pay to have those Services supplied again or the replacement, repair or repayment of the Products to a maximum total value of the Fees paid by the Customer under this Agreement;
- (iii) any liability of Rail Fire & Maintenance will be reduced to the extent that any loss, damage or expense was caused by the Customer, the Customer's Personnel or a third party including as a result of a breach of this Agreement, negligence, fault, lack of reasonable care or through any other act or omission of the Customer, the Customer's Personnel or a third party;
- (iv) Rail Fire & Maintenance's total aggregate liability to the Customer, however arising at law, in equity, under statute, or otherwise, in respect of all claims arising out of or in connection with this Agreement, will be limited to the total value of Fees received by Rail Fire & Maintenance from the Customer under this Agreement; and
- (v) Rail Fire & Maintenance will not be liable to the Customer for any claims not notified to Rail Fire & Maintenance in accordance with clause 18(a) within three months of the Completion Date (except for claims made under clause 8 and 9).

(c) Notwithstanding anything else in this Agreement,

neither party will be liable to the other party for any indirect, consequential, special or economic loss, cost, liability, damage or expense howsoever arising; and/or loss of profit, loss of use, loss of income, loss of rental or other benefit, loss of production, loss of actual or potential business opportunity or loss of reputation, cost of capital or other financing costs howsoever arising.

(d) The Customer acknowledges and agrees that it is

reasonable for Rail Fire & Maintenance to limit its liability under this Agreement and that the Fees charged by Rail Fire & Maintenance are based solely on the value of the Works supplied.

17 Termination

- (a) If a party is in material or persistent breach of its obligations under this Agreement, or if the Customer is in breach as set out in clause 14(j), the other party must provide a written notice to the party in breach specifying the alleged material or persistent breach and, where the breach is capable of remedy, provide the party with a reasonable period to remedy the breach.
- (b) A party may terminate this Agreement by a further written notice to the party who committed the breach after expiry of the period stated in the notice given under clause 17(a).
- (c) If a party to this Agreement becomes insolvent as defined by the *Corporations Act 2001* (Cth), or commits an act of bankruptcy as defined by the *Bankruptcy Act 1966* (Cth), the other party may terminate this Agreement immediately upon written notice.
- (d) Rail Fire & Maintenance may terminate this Agreement at its convenience on the provision of 10 Business Days' written notice to the Customer.
- (e) If the Customer is a consumer for the purposes of the *Competition and Consumer Act 2010* (Cth), the Customer may terminate this Agreement at its convenience on the provision of 20 Business Days' written notice to Rail Fire & Maintenance.
- (f) If the Customer terminates in accordance with (b) or (e) above, the Customer must pay Rail Fire & Maintenance for:
 - (i) Works carried out prior to the date of termination;
 - (ii) the cost (including freight and storage charges) of Products ordered by Rail Fire & Maintenance for the Works; and
 - (iii) the cost of removing from the Site all labour, equipment, appliances and other things in connection with the Works.
- (g) The parties agree that if the Works continue beyond the Term, this Agreement will remain in force for such further Term until a party gives notice to terminate in accordance with (d) or (e) above.

18 Dispute resolution

- (a) The parties agree that:
 - (i) any dispute is to be initially notified to the other party in writing (**Notice of Dispute**) and the Notice of Dispute will include particulars of the nature of the dispute and amount claimed, if relevant and the remedy sought;
 - (ii) the parties will use all reasonable endeavours to resolve the dispute within 10 Business Days of the date of the Notice of Dispute;

- (iii) if the parties are unable to resolve the dispute within that time frame specified in clause 18(a)(ii), the dispute must be referred in writing to an executive officer or person with authority to settle the dispute from each party for executive negotiation; and
- (iv) the parties will use all reasonable endeavours to resolve the dispute through executive negotiation within a further 10 Business Days or such other reasonable period agreed between the parties.
- (b) Where the matter is not resolved under clause 18(a) either party may refer the dispute to litigation.
- (c) The parties must continue to perform their obligations under this Agreement notwithstanding the referral of a dispute to any form of dispute resolution under clause 18.
- (d) Nothing in this Agreement shall prejudice the right of either party to institute proceedings to seek injunctive or urgent declaratory relief.

19 Force majeure

Neither party will be in breach of this Agreement if it fails to perform or is in delay in the performance of an obligation (other than an obligation to make payment) as a result of a Force Majeure event.

20 International Trade Compliance

- (a) The Customer, on request by Rail Fire & Maintenance, must provide Rail Fire & Maintenance with all information in relation to the Customer's (including, but not limited to, the Customer's customers, end-users and intermediaries) compliance with Legislative Requirements, ethical rules applicable to Rail Fire & Maintenance and international trade compliance rules prohibiting sale of goods and services to certain sectors, certain countries, certain individuals or legal entities that are subject to economic, financial or other sanctions.
- (b) Rail Fire & Maintenance may terminate this Agreement where the Customer fails to provide the information requested by Rail Fire & Maintenance under clause 20(a) or the Customer (including, but not limited to, the Customer's customers, end-users and intermediaries) is in breach of any Legislative Requirements or ethical rules applicable to Rail Fire & Maintenance, including, but not limited to, international trade compliance rules prohibiting sale of goods and services to certain sectors, certain countries, certain individuals or legal entities that are subject to economic, financial or other sanctions (**ITC Information and Rules**).
- (c) The Customer will not sell, re-export or transfer any products, services or technical information supplied under this Agreement except in full compliance with all applicable governmental requirements and only upon prior written approval of Rail Fire & Maintenance.

21 General

- (a) Rail Fire & Maintenance may assign, novate, or subcontract this Agreement without the consent of the Customer. Rail Fire & Maintenance will give the Customer prior notice of its intention to assign, novate or subcontract this Agreement.
- (b) This Agreement is subject to the laws of the State or Territory in which the Works or the majority of the Works are undertaken and the parties agree to submit to the non-exclusive jurisdiction of the court of such State or Territory.
- (c) If it is not reasonably possible to ascertain in which State or Territory the majority of the Works is undertaken, or if the Works are undertaken outside of Australia, the laws of New South Wales will govern this Agreement and the parties will submit to the exclusive jurisdiction of the courts of New South Wales.
- (d) This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law. The terms, provisions and conditions of this Agreement may only be varied by agreement in writing and signed by the parties.
- (e) No right under this Agreement will be deemed to be waived except by notice in writing and signed by each party, and any failure by Rail Fire & Maintenance to enforce any clause of this Agreement will not be construed as a waiver of Rail Fire & Maintenance's rights under this Agreement.
- (f) The Agreement is entered into subject to satisfactory credit approval of the Customer by Rail Fire & Maintenance, and the Customer's satisfaction of the ITC Information and Rules set out in clause 20(b).
- (g) A provision of this Agreement must not be construed to the disadvantage of a Party merely because that Participant was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

