



FORTEXTM


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TERMS & CONDITIONS



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TERMS AND CONDITIONS OF SERVICE FOR FORTEX

1 Introduction and Scope

- 1.1 These Terms and Conditions ("Terms") govern the sale, provision, and use of services provided by Fortex, ABN 15 638 791 429, including subscription-based property maintenance, one-off services, and add-ons.
- 1.2 These Terms, together with any Service Agreement, Quotation, or Proposal, form the entire agreement ("Agreement") between Fortex and the Client. They supersede all prior agreements, communications, and understandings.
- 1.3 By accepting any Proposal, signing an Agreement, or utilizing any services from Fortex, the Client agrees to be bound by these Terms.
- 1.4 Unless expressly agreed in writing, these Terms apply to all services, software, hardware, and other items identified in the Proposal.
- 1.5 Detailed service descriptions for each package (Basic, Standard, Premium) are included in Schedule 1 of the Service Agreement and form an integral part of this Agreement.


2 Definitions

- **Fortex:** Refers to Fortex, its subsidiaries, and affiliates.
- **Client:** The person or entity receiving services or goods from Fortex.
- **Services:** Includes subscription-based property maintenance packages (Basic, Standard, Premium, seasonal maintenance, one-off services, and add-on services).
- **Goods:** Refers to any products, materials, or equipment provided by Fortex, including replacement parts or hardware used in maintenance tasks.
- **Quote or Proposal:** A detailed document outlining the scope, deliverables, and pricing for specific services.
- **Agreement:** The legally binding contract between Fortex and the Client, incorporating these Terms.
- **Force Majeure:** Unforeseeable circumstances beyond Fortex's control, such as natural disasters, strikes, or government-imposed restrictions.
- **Third-Party Components:** Products or services procured by Fortex from external suppliers.
- **Payment Schedule:** The schedule of fee payments as outlined in the Proposal.

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3 Service Packages and Deliverables

- 3.1 Fortex offers three primary subscription packages: Basic, Standard, and Premium, each with varying levels of coverage.
- 3.2 Clients may customize packages with add-on services.
- 3.3 Fortex reserves the right to modify service offerings or package inclusions with 30 days' written notice. Adjustments will maintain or enhance service quality.
- 3.4 If any specified material, product, or service becomes unavailable or impractical to supply, Fortex reserves the right to substitute it with an alternative that matches the quality and functionality. The Client will be informed in advance, and written approval will be obtained before proceeding.


4 Pricing, Invoicing, and Payment Terms

- 4.1 Prices for all services are exclusive of GST unless otherwise stated. GST and any applicable taxes will be added to invoices.
- 4.2 Clients may select monthly, quarterly, or annual billing cycles. Invoices are issued based on the chosen cycle and are payable within 14 days of the invoice date.
- 4.3 Payment methods include direct debit, credit card, or bank transfer. A direct debit agreement is required for subscription services.
- 4.4 Late payments will incur interest at 3% per month. Fortex reserves the right to suspend services for overdue accounts after providing written notice.
- 4.5 Prices for third-party goods or services procured by Fortex may be subject to changes from suppliers, which will be passed on to the Client with prior notification.
- 4.6 Replacement parts and material costs are subject to assessment based on the specific requirements of the property. Any costs exceeding the predefined cost thresholds will be quoted separately. Fortex will provide a detailed estimate, and client approval will be obtained before any additional work proceeds.
- 4.7 For large projects, a deposit of up to 50% may be required before commencement.
- 4.8 Fortex reserves the right to adjust fees annually based on inflation indices or market conditions. Annual fee adjustments apply to monthly and quarterly billing cycles. For annual payment clients, adjustments take effect upon renewal.
- 4.9 If you suspend the performance of Work (where you are expressly entitled to do so) or if we are delayed in the progress of Work by any matter outside our direct control, then we may issue an

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invoice to you for the Work we have performed even if we are not yet entitled to issue an invoice under the Payment Plan.


- 4.10 We may adjust our Fees annually, with the adjustment to take effect from 1st July in the relevant year. We will provide you with written notice of any adjustment of Fees before it takes effect.
- 4.11 If the Work includes the supply of any goods, then the risk with respect to those goods passes to you on delivery but property in those goods will not pass to you until you have paid us in full. We will remain the owner of the goods until you pay for them, and you will hold the goods on our behalf. You must safely and securely store the goods and must affect and maintain insurance against all insurable risks to the goods until you have paid us in full for the goods. If you fail to pay us for goods in accordance with our terms, then (without limiting our other rights) you must deliver the goods back to us (at your expense) if we demand this. If goods are not returned following our demand for return, you authorise us to enter your premises and to do all things reasonably required to remove the goods from your premises.

5 Service Delivery and Client Obligations

- 5.1 Fortex will perform services with reasonable skill, care, and diligence, using qualified personnel and adhering to industry standards.
- 5.2 The Client must ensure unobstructed access to the property, systems, and necessary documentation. Any delays caused by the Client may result in rescheduling fees or additional charges.
- 5.3 The Client is responsible for maintaining a safe and secure environment for Fortex personnel while services are being performed.
- 5.4 The Client is responsible for obtaining any necessary permits or regulatory approvals required for the services. Fortex can assist upon request, but any delays or additional costs are the Client's responsibility.
- 5.5 The Client must comply with all obligations outlined in the Service Agreement. Delays caused by the Client may incur rescheduling fees or additional costs.


6 Exclusions and Additional Charges

- 6.1 The following are excluded from standard service packages unless specified:
- Major structural repairs or renovations.
 - Custom landscaping projects.

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- Specialized pest control services/ treatment beyond routine assessments.
- Advanced security system installations or upgrades.
- Costs for replacement parts or materials exceeding package thresholds.

6.2 Any services requested by the Client outside the scope outlined in the Proposal, including but not limited to advanced landscaping projects, extensive painting, or major structural repairs, will be quoted as additional services. Fortex reserves the right to subcontract specialized tasks to third-party experts, with costs and terms disclosed in advance for client approval.

6.3 Fortex is not liable for any damages arising from third-party components used in the service. Warranties for these components are limited to those provided by third-party suppliers.

7 Emergency Services and Callouts

7.1 **Emergency Services and Callouts:** Emergency services and callouts are available during standard business hours: 8:00 AM to 4:00 PM, Monday to Friday. Callouts outside of these hours may incur additional fees, which will be determined at the discretion of Fortex.

7.2 **Additional Equipment and Tools:** If the job requires specialized equipment, tools, cameras, or machinery for further investigation, additional charges will apply. Please consult with your assigned technician when confirming your booking.


7.3 **Emergency Call-Out Allowance:** Fortex's subscription packages include a tiered emergency call-out allowance:

- Basic Package: 1-hour call-out allowance per year.
- Standard Package: 2-hour call-out allowance per year.
- Premium Package: 3-hour call-out allowance per year, with priority response.

7.4 Clients must specify the nature of the emergency in advance. Exclusions apply for complex issues such as gas leaks, electrical hazards, or structural damages, which require specialized third-party contractors.


7.5 **Additional Charges for Exceeding Allowance:** Additional time beyond the call-out allowance is billed at \$250 per hour. Fortex will inform the Client of the applicable rates in advance and obtain approval before proceeding with any additional work.

7.6 **Client Preparation Requirements:** To ensure efficient service, the Client must provide specific details of the required emergency assistance when scheduling the call-out. This includes a clear description of the issue, enabling Fortex to prepare the necessary equipment and materials.

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7.7 Materials and Replacement Parts: The emergency call-out allowance covers labour costs only. All necessary materials, consumables, or replacement parts will be billed separately. Fortex will provide an upfront estimate for any replacement parts exceeding:

- \$100 for Basic package clients,
- \$150 for Standard package clients,
- \$200 for Premium package clients.

Written client approval is required before any such purchases are made.

7.8 Response Times and Priority Service: Fortex will endeavour to respond to emergency callouts as quickly as possible. However, response times may vary based on the nature of the emergency, the time of the request, and external factors such as traffic or weather conditions.

7.9 Priority Response: Premium package clients receive priority response for all emergency callouts, ensuring expedited service compared to Basic and Standard package clients.

7.10 Service Limitations and Scope Exclusions: Emergency services are intended for non-complex issues that can be safely resolved by Fortex personnel. The following situations are **excluded** from the emergency call-out scope and may require specialized third-party contractors:

7.11 Gas leaks or electrical hazards requiring licensed specialists,

7.12 Structural damage assessments,

7.13 Issues requiring heavy machinery or specialized safety equipment.

7.14 In these cases, Fortex will provide recommendations or assist in coordinating with appropriate service providers.

7.15 Cancellation and Rescheduling Policy: Clients must provide a minimum of 2 hours' notice if they wish to cancel or reschedule an emergency call-out. Failure to provide adequate notice will result in a cancellation fee equal to the **applicable minimum charge for that service window**. Fortex will work with the Client to reschedule the service at a mutually convenient time.


7.16 Liability Limitation for Emergency Services: Due to the unpredictable nature of emergency situations, Fortex cannot guarantee complete resolution during the initial call-out. Temporary fixes may be provided to mitigate the issue until a permanent solution can be implemented. Fortex is not liable for any delays or partial fixes resulting from circumstances outside of its control, including limited access, adverse weather conditions, or the need for specialized parts or services.

7.17 Force Majeure Clause: Emergency services may be delayed or disrupted in the event of Force

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Majeure. Please refer to Section 10 for full details.

- 7.18 Fortex reserves the right to suspend emergency services if the Client fails to meet any contractual obligations, including non-payment or failure to provide access.

8 Warranties and Liability

- 8.1 Fortex warrants that all services will be performed in accordance with industry standards. Goods provided are covered by the manufacturer's warranty.
- 8.2 Fortex's total liability for any claim, whether in contract, tort, or otherwise, is limited to the lesser of the total fees paid by the Client in the preceding three months or the cost of re-performing the affected service.
- 8.3 Fortex is not liable for any indirect or consequential damages, including loss of data, revenue, or profits.
- 8.4 The Client agrees to indemnify Fortex against any claims, costs, or damages arising from third-party actions directly related to the Client's failure to comply with safety requirements or other contractual obligations.
- 8.5 Fortex will not be liable for loss of or damage to data, loss of profits, loss of savings, loss of revenue, or any indirect or consequential damages.

9 Termination and Cancellation

- 9.1 Either party may terminate a monthly contract with 30 days' notice.
- 9.2 Annual contracts require 60 days' notice for termination.
- 9.3 Early termination by the Client without cause will result in a penalty of 50% of the remaining contract value.
- 9.4 Fortex may terminate the Agreement immediately for non-payment or breach of these Terms.


10 Confidentiality and Data Protection

- 10.1 Both parties agree to maintain the confidentiality of all proprietary and sensitive information exchanged during the term of the Agreement.
- 10.2 Fortex will comply with all applicable data protection laws and regulations, ensuring the secure handling of personal data.
- 10.3 Fortex agrees to treat all Client information as confidential. The Client agrees not to disclose

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any proprietary methods or pricing without prior written consent from Fortex.

10.4 Confidentiality obligations continue post-termination.

11 Force Majeure


- 11.1 Neither party will be liable for any delay or failure to perform its obligations due to Force Majeure events.
- 11.2 The affected party must notify the other party promptly and take reasonable steps to mitigate the impact.
- 11.3 In addition to extreme weather and natural disasters, Force Majeure includes disruptions in supply chains, labour strikes, and sudden regulatory changes. Fortex will notify the Client of delays and reschedule services as soon as feasible.

12 Dispute Resolution and Governing Law

- 12.1 **Initial Resolution Efforts:** Any disputes arising under these Terms must first be addressed through negotiation in good faith. If negotiation fails, the parties agree to pursue mediation before escalating to arbitration or litigation.
- 12.2 **Enhanced Alternative Dispute Resolution (ADR):** Before initiating any legal action, both parties must attempt to resolve the dispute through mediation or, if agreed, binding arbitration. Any legal proceedings must be conducted exclusively in the courts of South Australia.
- 12.3 **Severability of Invalid Provisions:** If any provision of these Terms is found to be invalid, unenforceable, or illegal, that provision will be deemed modified or removed to the extent necessary to comply with the law. The remaining provisions will continue in full force and effect.
- 12.4 **Formal Notices:** Notices or other communications must be delivered by hand, registered mail, or email. All notices must be noted as received by Fortex.
- 12.5 **Governing Law:** These Terms are governed by and construed in accordance with the laws of South Australia. Any disputes will be adjudicated in the courts of South Australia.


13 Miscellaneous Provisions

- 13.1 **Assignment of Rights and Obligations:** The Client may not assign or transfer its rights or obligations under these Terms without the prior written consent of Fortex. Fortex reserves the right to assign its rights or subcontract its obligations at its discretion.
- 13.2 **Amendments:** Any amendments or modifications to these Terms must be made in writing and

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signed by authorized representatives of both parties.


- 13.3 **Survival of Provisions:** Provisions related to confidentiality, intellectual property rights, indemnification, and limitations of liability will survive the termination or expiration of this Agreement.
- 13.4 **Waiver of Rights:** No waiver of any right or provision of these Terms will be effective unless in writing and signed by the party granting the waiver. A failure to enforce any right does not constitute a waiver of future enforcement of that right.
- 13.5 You acknowledge that you have relied upon your own skill and judgement in determining the appropriateness of the Work for your own particular purposes and you have not relied on any statement or representation made by us or on our behalf.

14 Additional terms

- 14.1 **Non-Solicitation Clause:** The Client may not solicit or hire employees or contractors of Fortex for a period of 12 months following the termination of this Agreement. Breach of this clause will result in liquidated damages equal to 12 months' salary of the affected employee or contractor. This is a genuine pre-estimate of loss and not a penalty.
- 14.2 **No Right of Assignment Without Consent:** The Client agrees not to transfer, assign, or deal in any way with any rights or obligations granted by Fortex without obtaining express written permission. Such permission may be granted subject to conditions or refused at Fortex's sole discretion.


15 Acceptance

- 15.1 **Acknowledgment of Agreement:** By signing the Agreement, accepting a Quote or Proposal, or commencing use of Fortex's services, the Client confirms they have read, understood, and agree to be bound by these Terms.
- 15.2 **Authority to Accept:** Any individual accepting the Proposal on behalf of the Client warrants they have the necessary authority to do so and bind the Client to these Terms.

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16 Schedule 1: Detailed Service Descriptions

- 16.1 Customization and Service Flexibility Clause:** The service descriptions listed in Schedule 1 are indicative of the standard inclusions for the Basic, Standard, and Premium packages. Clients have the option to customize and tailor their packages with add-on services or substitutions based on their specific needs and preferences. Any requested changes to the service package must be mutually agreed upon in writing and will be confirmed through an amended Service Agreement or a separate written approval.
- 16.2** Fortex reserves the right to adjust the combination of services provided within each package, subject to client approval, while maintaining or enhancing the quality of deliverables. Changes to the combination of services or inclusion of specialized services may result in adjustments to the pricing. Any additional costs will be communicated to the client and agreed upon in advance.
- 16.3** Service availability is subject to external factors, including but not limited to, availability of third-party contractors or supply chain disruptions. In such cases, Fortex reserves the right to substitute services with alternatives of equivalent quality and will notify the client of any necessary changes.
- 16.4** Fortex reserves the right to decline requests for customization that fall outside the scope of its expertise or that would require substantial deviation from standard service offerings. In such cases, Fortex will provide the client with recommendations for alternative solutions.
- 16.5** All modifications and customized service combinations must be documented in a written amendment to this Agreement or a supplementary Service Order, signed by both parties.

Basic Package

Service
Home Health Assessment (Residential) / Site Assessment (Min 2 hours for Commercial) Comprehensive on-site inspection to assess overall property condition, identifying any areas requiring maintenance or repair.
Emergency Call-Out (1-hour limit per year) Includes 1-hour of complimentary service within the calendar year. Prior booking required for proper preparation of tools and materials. Additional time billed at standard hourly rate after the 30-minute limit.
Lawn Mowing
HVAC System Health Assessment with Filter Cleaning Additional material costs are subject to an assessment of the HVAC system and the number of units on the property. Material costs exceeding \$40 will be quoted separately and agreed upon with the client before commencing any work. *We recommend conducting a bi-annual inspection, thorough cleaning, and filter replacement for optimal performance of the HVAC system.
Water Filter Cleaning and Replacement (for up to 2 filters) Material and replacement costs will be based on an assessment of the system and the quantity required. Any replacement costs exceeding \$40 will be quoted separately and must be approved by the client before work begins.
Smoke Alarms Health Assessment with battery replacement (for up to two smoke alarms)
Fire Extinguisher Health Assessment (covers a standard three-bedroom home) Any material costs will be quoted separately and are subject to a thorough assessment.
Pest Control Health Assessment and Treatment Full inspection for common pests, followed by treatment. Any treatment costs exceeding \$100 will be quoted and approved by the client. Typically handled by a third-party contractor, starting fee of around \$250.
Main Switchboard Health and Safety Assessment 1-hour per switchboard. Additional charges may apply for extra sub-boards or parts.
Light Globes Replacement (Limit of 5 per year)

Standard Package

Service
Home Health Assessment (Residential) / Site Assessment (Min 2 hours for Commercial) Comprehensive on-site inspection to assess overall property condition, identifying any areas requiring maintenance or repair.
Emergency Call-Out (2-hour limit per year) Includes 2-hours of complimentary service within the calendar year. Prior booking required for proper preparation of tools and materials. Additional time billed at standard hourly rate after the 30-minute limit.
Garden Care (Lawn mowing, weed control, basic pruning, fertilization, mulching, pest control)
Pool and Hot Tub Cleaning The required labour hours are subject to an assessment and will vary based on the size and number of pools or hot tubs.
HVAC System Health Assessment with Filter Cleaning or Replacement Additional material costs are subject to an assessment of the HVAC system and the number of units on the property. Replacement costs exceeding \$150 will be quoted separately and agreed upon with the client before commencing any work. *We recommend conducting a bi-annual inspection, thorough cleaning, and filter replacement for optimal performance of the HVAC system.
Water Filter Cleaning and Replacement (for up to 2 filters) Material and replacement costs will be based on an assessment of the system and the quantity required. Any replacement costs exceeding \$100 will be quoted separately and must be approved by the client before work begins.
Exterior Painting Service
Gutter Cleaning Cleaning, rubbish collection, and proper disposal.
Smoke Alarms Check with Battery Replacement (for up to four smoke alarms)
Fire Safety Equipment Check/ Installation (covers a standard three-bedroom home) Any material costs will be quoted separately and are subject to a thorough assessment.
Pest Control Inspection and Treatment Full inspection for common pests, followed by treatment. Any treatment costs exceeding \$150 will be quoted and approved by the client. Typically handled by a third-party contractor, starting fee of around \$250.

Service
Security System Health Assessment and Care Routine security system checks, and maintenance are included in the standard package. However, if additional parts or extensive repairs are needed and exceed \$150, a separate quote will be provided. Client approval will be required before any work begins.
Gas System Check Fortex may engage a specialized third-party contractor to conduct this service. The standard inspection fee is approximately \$200 per property. Should any issues be identified during the inspection, additional charges will apply, and a separate quote will be provided for any required repairs or services.
Main Switchboard Health and Safety Assessment 1-hour per switchboard. Additional charges may apply for extra sub-boards or parts.
Light Globes or LED Lighting Replacement (Limit of 7 per year)
LED Lighting new Installation **Pending inspection

Premium Package

Service
Home Health Assessment (Residential) / Site Assessment (Min 2 hours for Commercial) Comprehensive on-site inspection to assess overall property condition, identifying any areas requiring maintenance or repair.
Emergency Call-Out (3-hour limit per year) Includes 3-hours of complimentary service within the calendar year. Prior booking required for proper preparation of tools and materials. Additional time billed at standard hourly rate after the 30-minute limit.
Garden Care Advanced lawn care, including mowing, weed control, pruning, fertilization, mulching, and pest control for premium upkeep.
Landscaping Design and Installation Installation costs are subject to assessment and material selection. Additional costs will be quoted separately.
Planting and Maintenance
Irrigation System Health Assessment and Care Any necessary repairs or replacement parts will be quoted separately.
Deluxe Water Feature Health Assessment and Care Advanced cleaning (deep scrubbing, polishing, and chemical balancing for pristine water quality), maintenance, and inspection of all water features, including pools, hot tubs, fountains, and waterfalls.
HVAC System Health Assessment with Filter Cleaning or Replacement Additional material costs are subject to an assessment of the HVAC system and the number of units on the property. Replacement costs exceeding \$200 will be quoted separately and agreed upon with the client before commencing any work. *We recommend conducting a bi-annual inspection, thorough cleaning, and filter replacement for optimal performance of the HVAC system.
Water Filter Cleaning and Replacement (for up to 2 filters) Material and replacement costs will be based on an assessment of the system and the quantity required. Any replacement costs exceeding \$200 will be quoted separately and must be approved by the client before work begins.
Exterior Painting Service A thorough assessment will be conducted to determine the total time required for completion. Any additional material costs will be calculated and provided as a separate quote for client approval before work begins.

Service
Interior Painting Service A thorough assessment will be conducted to determine the total time required for completion. Any additional material costs will be calculated and provided as a separate quote for client approval before work begins.
Gutter Cleaning Cleaning, rubbish collection, and proper disposal.
Steam Cleaning for Upholstery and Carpets (covers a standard three-bedroom home) Additional charges apply for extra rooms or larger areas.
Window Cleaning (covers a standard three-bedroom home)
General Cleaning
Roof inspection
Smoke Alarms Check with Battery Replacement (for up to two smoke alarms)
Fire Safety Equipment Check and Installation Installation costs exceeding \$200 will be quoted separately and agreed upon with the client before commencement of any work.
Pest Control Inspection and Treatment Full inspection for common pests, followed by treatment. Any treatment costs exceeding \$200 will be quoted and approved by the client.
Security System Health Assessment and Care Routine security system checks, and maintenance are included in the standard package. However, if additional parts or extensive repairs are needed and exceed \$200, a separate quote will be provided. Client approval will be required before any work begins.
Gas System Check Fortex may engage a specialized third-party contractor to conduct this service. The standard inspection fee is approximately \$200 per property. Should any issues be identified during the inspection, additional charges will apply, and a separate quote will be provided for any required repairs or services.
Main Switchboard Health and Safety Assessment 1-hour per switchboard. Additional charges may apply for extra sub-boards or parts.

Service
Light Globes or LED Lighting Replacement (Limit of 10 per year)
LED Lighting Installation **Pending inspection