



AMBASCIATA D'ITALIA
CANBERRA

CONTRACT

The Embassy of Italy in Canberra (hereinafter referred to as "the Embassy") hereby accepts the quotation dated 13/11/2016 submitted by Chubb Fire & Security Pty. Ltd. (hereinafter referred to as "Chubb Fire Safety") for the planned and systematic inspection and testing services of all existing equipment (inclusive of 1 Fire Detection System, 4 Fire Hose Reel (Port), 16 extinguishers, 1 Portable Site Fee, 1 emergency lighting test, and 1 Fire alarm monitoring system in the premises of the Chancery of the Italian Embassy, located at 12 Grey Street, Deakin, 2600 ACT for the period 01 January 2017 to 31 December 2017.

The terms and conditions are mutually agreed to be as follows:

1. The total cost of the fire alarm maintenance and monitoring services outlined in the quotation and which forms an integral part of the present agreement amounts to AUD \$ 4,604,60 (four thousand six hundred four dollars and sixty cents only) which amount is agreed to be inclusive of the local GST payable under the present agreement.
2. The description of services rendered to the Italian Embassy in Canberra outlined in the aforementioned quote is as follows:
 - Fire maintenance (1 Fire Detection System, 4 Fire Hose Reel (Port), 16 extinguishers, 1 portable Site Fee, 1 emergency lighting test and Fire monitoring.
3. Chubb Fire Safety Pty. Ltd. undertakes to comply with the terms of the services agreement and in the event of breach on the part of the Company the Embassy has the right to give written notice of rescission of this contract.
4. Payment of the contract price will be effected in 4 instalments upon receipt of four in advance quarterly invoices issued to the Italian Embassy in Canberra, and having received a written report from Chubb Fire Safety Pty. Ltd. on the performance due on the assigned services;
5. Should any dispute arise between the contracting parties with regard to the interpretation, execution or resolution of this contract which cannot first reasonably be settled as between them shall be referred for judgment to an independent Arbitrator, appointed by mutual consent and the parties further agree to adhere to the Arbitrator's decision as being final.

6. Throughout the execution of the aforementioned services the Company must respect the agreement established herein and conform to the Italian regulations, as much as they are compatible with the current legislations and regulations. Should the Company fail to observe the conditions and the agreement here established of the aforesaid standard and regulations this Embassy can arrange otherwise for the completion of the works at the Company's sole risk and rescind the obligation by means of a simple statement to that effect.
7. The Embassy avails itself the right, at his unquestionable discretion, to terminate this agreement in the event of misconduct of the Company to perform the services agreed upon, and submit claims for damages against the Company, which will be responsible for supplementary expenses incurred by the Italian Embassy in recruiting another specialised Company for the rendering of the fire detection, monitoring and servicing of the extinguishers at the Chancery of The Italian Embassy in Canberra. In any event. Chubb's aggregate liability to the customer, whether in contract or tort (including Negligence) or otherwise, will be limited to four time the total value of payment received by Chubb from the Customer under this agreement.
8. Notwithstanding anything else in this agreement Chubb will not be liable for:
 - a. Any indirect, consequential or special or economic loss, cost, liability, damage or expense howsoever arising ,or
 - b. 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.
9. Privacy Act 1988 – in signing this contract you accept that the Embassy of Italy may publish on its website details pertaining to the contract between us, including the name of your Company and its representatives, the services you have performed for us and monies paid for such services.
10. Chubb will not be in breach of this Agreement or liable to the customer if it fails to perform or delay's in performance of an obligation of a result of an event beyond its reasonable control, including but not limited to strikes, industrial disputes, fire , flood, acts of god, war insurrection, vandalism, sabotage , riot, national emergency, piracy, hijacking, terrorism, embargos or restraints, extreme weather, or other acts of government or governmental agency.

This contract is engrossed in duplicate for signature by the said parties in acknowledgment and acceptance of the conditions contained herein.

Canberra, 01/01/2017

For the Embassy of Italy



A handwritten signature in black ink, appearing to be "P. Zazo", written over a horizontal line.

The Ambassador of Italy
Pier Francesco Zazo

For Chubb Fire & Security Pty. Ltd.

in acknowledgment and acceptance
of the contents herein

A handwritten signature in black ink, appearing to be "M. Connelly", written over a horizontal line.

Michael Connelly
Regional Manager NSW South