



AMBASCIATA D'ITALIA
CANBERRA

CONTRACT

The Embassy of Italy in Canberra (hereinafter referred to as “the Embassy”) hereby accepts the quotation dated 14/11/2016 submitted by Schneider Electric Buildings Australia Pty. Ltd. (hereinafter referred to as “Schneider Electric) for preventative maintenance services on the Italian Embassy CCTV System for a twelve months period at the Chancery premises located at 12 Grey Street, Deakin, ACT 2600 for the period from 01 January 2017 to 31 December 2017.

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

1. The total cost of the maintenance service outlined in the aforementioned quotation which forms an integral part of the present agreement amounts to AUD \$ 3,531.00 (three thousand five hundred thirty one dollars only) which amount is agreed to be inclusive of the local GST payable under the present agreement (AUD \$ 321.00).
2. The description of services rendered to the Italian Embassy in Canberra outlined in the aforementioned quote is as follows:
 - Quarterly scheduled maintenance;
 - Discount on Service Labour rate;
 - Discount on Schneider Electric Equipment (20%);
 - Access to 24/7 Call out facility;
 - Priority Response Time (4 hours);
 - Data Base Protection;
 - Service Reports;
 - Operator Training.

3. Schneider Electric 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 four instalments the end of each term upon receipt of calendar quarterly invoices (AUD \$ 882.75 each inclusive of GST at the current 10% rate) issued to the Italian Embassy in Canberra provided that the services have been rendered in a tradesman like and satisfactory manner;
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 implementation of the appointed services 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 air conditioning Company for the rendering of the services included in the aforementioned schedule of works.
8. 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.

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 Schneider Electric Buildings Australia Pty. Ltd.

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

in acknowledgment and acceptance
of the contents herein

Michael Slinger
Service Delivery Manager ACT