# additional DEFINed terms

“**Site**” means the place, building, structure or vehicle made available to the Contractor by the Principal for the purpose of this Contract.

# CONTRACTOR’S WARRANTIES

## The Contractor warrants that it has inspect the Site and made reasonable enquires (where necessary) to ensure that the Goods can be satisfactorily installed in the premises.

# DESIGN

## The Contractor must:

### undertake all design necessary to ensure that the Goods will comply with the specified requirements when installed;

### where the Goods are being installed in an existing building / structure, verify that the building / structure can support the imposed loading in accordance with the Building Code of Australia and any applicable Australian Standard;

### if necessary, design and install additional strengthening in the building / structure to support the Goods; and

### provide the Principal with a copy of drawings and specifications relevant to the installation.

# INSTALLATION OF GOODS

## The Contractor must:

### supply and install the Goods by the Installation Date or by such other date as is agreed in writing between the Principal and the Contractor;

### provide all things and take all measures necessary to protect people and property;

### avoid unnecessary interference with the passage of people and vehicles (where applicable);

### prevent nuisance and unreasonable noise and disturbance;

### unless specified otherwise, provide all labour, machinery, materials and other things necessary to install the Goods;

### reasonably cooperate with the Principal and its agents during the installation;

### install the Goods in accordance with applicable standard industry practice (or better); and

### comply with any of the Principal’s requirements regarding Site access and security.

## The Contractor is entitled to only such use and control of the Site as is necessary to enable the Contractor to undertake the installation of the Goods. While the Contractor is installing the Goods, the Contractor is responsible for the care and control of the Goods and that part of the Site which is reasonably necessary for installation of the Goods.

## The serviceability and integrity of any building / structure must not be degraded by the installation of the Goods.

# testing and COMMISSIONING

## The Contractor must undertake all testing and commissioning necessary to demonstrate that the goods comply with the requirements of this contract.

## If requested by the Principal, the Contractor must prepare and implement an inspection and test plan and provide a copy to the Principal. The inspection and test plan must describe in detail all testing and inspection to be undertaken to demonstrate compliance with the requirements of this Contract, including:

### clear cross referencing to the applicable clauses of the specification and/or applicable standards:

### test frequency, acceptance criteria and records produced demonstrating compliance; and

### any stage testing, such as factory acceptance testing, site / static tests and system integration tests.

## The Contractor must provide to Principal all inspection and test records and results, including any results showing non-compliance and the proposed disposition to rectify the non-compliance.

# MANUFACTURER'S WARRANTY

## The Contractor must ensure that the Principal has the full benefit of any manufacturer’s warranty in respect of the Goods.

# HANDOVER

## Prior to the Installation Date, the Contractor must provide the Principal with:

### all records, test results and certificates demonstrating compliance with this Contract;

### copies (in electronic and hard copy form) of all manuals and instructions necessary to operate and maintain the Goods to the specified standard;

### any training necessary for the Principal’s personnel and/or agents to operate the Goods; and

### copies of any manufacturer’s warranty in respect of the Goods.

# RECTIFICATION OF DEFECTS DURING THE WARRANTY PERIOD

## If a non-compliance with a specified requirement is identified during the Warranty Period, the Contractor must provide all repairs, replacement parts and labour at its own expense to rectify the non-compliance.

## The Contractor must:

### provide reasonable notice to the Principal of its program to undertake the repair / rectification; and

### undertake the rectification work so as to minimise interference and disruption to the Principal and / or the occupiers / users of the infrastructure. The Contractor acknowledges that this may require rectification work to be undertaken outside of usual business hours.