



*Engineered for Architecture, Entertainment and Industry.*

## Quotation

### POTO Korea 2026 – Installation Support

<b>S and Co Korea</b>	<b>Quote Number:</b>	SE-QU-260049-0002-v1
7 Dosan-daero 24-gil, Hyojin Building	<b>Issue Date:</b>	06/02/2026
Gangnam-gu, Seoul, South Korea	<b>Expiry Date:</b>	08/03/2026
<b>Attention:</b> John (김창현) - <a href="mailto:john@sncokorea.com">john@sncokorea.com</a>		

Dear John,

Thank you for the opportunity for **SimpleMotion.Projects (SP)** to provide this quotation to **S and Co Korea** for **Installation Support** services for the **Phantom of the Opera (POTO) Korea 2026** production at Blue Square Theatre, Seoul.

This quotation covers the deployment of two Senior Automation Technicians to Seoul for a period of three weeks (15 working days) to support the chandelier installation during the load-in and commissioning period, scheduled for December 2026.

SimpleMotion previously provided chandelier automation equipment for the POTO Korea production in Busan (Project 230009-SP, installed February 2023), and we look forward to continuing our partnership with S and Co Korea for the Seoul season.

Please let me know if you have any questions or require clarification on any aspect of this quotation.

Kind regards,

A handwritten signature in blue ink that reads "Greg Gowans".

**Greg Gowans** (he/him) - Managing Director

Email: [greg.gowans@simplemotion.com](mailto:greg.gowans@simplemotion.com)

Mobile/WhatsApp: [+61 418 888 604](tel:+6141888604)

## Section 1: Installation Support — Blue Square Theatre, Seoul

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### Scope

Deployment of two Senior Automation Technicians to Blue Square Theatre, Seoul for three weeks to support the chandelier installation during the load-in and commissioning period:

- Chandelier automation system installation and rigging
- Winch motor system integration and alignment
- Electrical and mechanical commissioning
- System testing and safety verification
- Handover and operator training for local crew

Duration: 15 working days (3 weeks), scheduled for December 2026.

### Pricing

Description	Qty	Unit Price	Total
Senior Automation Technician — Installation Support (per day)	30	\$1,440.00	\$43,200.00
<b>Section Total (excl. GST)</b>			<b>\$43,200.00</b>

Rate: 2 Senior Automation Technicians × \$1,440.00/day × 15 days = \$43,200.00

### Project Totals

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Section	Amount
Section 1: Installation Support — Blue Square Theatre, Seoul	\$43,200.00
<b>Total (excl. GST)</b>	<b>\$43,200.00</b>

**Note:** All prices are quoted in AUD (Australian Dollars) and exclusive of GST. Export services — GST free supply.

### Payment Terms

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Milestone	Invoice Date	Amount
50% — Prior to departure (Net 14 days)	16/11/2026	\$21,600.00
50% — On completion (Net 14 days)	14/12/2026	\$21,600.00
<b>Total</b>		<b>\$43,200.00</b>

## Terms and Conditions

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### Introduction

- 1.1. The Customer has requested that SimpleMotion supply the Service and SimpleMotion has agreed to supply the Service on the terms and conditions set out in this Agreement.
- 1.2. The Terms and Conditions of this Agreement prevail to the extent of any inconsistency with the Details of this Agreement unless otherwise stated in the Special Conditions of the Details.
- 1.3. Capitalised words have the meaning given to them in the Details and in clause 19 of these Terms and Conditions.

### Quotations

- 1.4. All quotations for products and services provided by SimpleMotion will remain valid for 90 days from the date of the Quotation unless otherwise specified in the Details.
- 1.5. SimpleMotion may withdraw a Quotation in whole or in part at any time upon written notice to the Customer including prior to the expiration of the 90 day validation period referred to in clause 1.4.
- 1.6. Any terms and conditions attached to or incorporated in any purchase order from the Customer will not form part of the Agreement and acceptance of the purchase order by SimpleMotion will not be construed as acceptance of any such terms or conditions attached to the purchase order.

### Service Delivery

- 1.7. SimpleMotion will provide the Customer with a Tax Invoice for each supply of the Service, specifying:
- (a) a description of the services supplied or to be supplied;
  - (b) a proposed Commencement Date for provision of the Service, if applicable; and
  - (c) the amount owing or to be paid by the Customer to SimpleMotion in respect of that delivery.
- 1.8. Delivery times made known to the Customer for the provision of the Service are estimates only and SimpleMotion will not be liable for late delivery.
- 1.9. If the Customer does not notify SimpleMotion of any defect or failure to comply with the Quotation or Tax Invoice within ten (10) Business Days of delivery, the Service shall be conclusively presumed to be supplied in accordance with these Terms and Conditions and free from any defect.

### Pricing and Payment

- 1.10. SimpleMotion must receive payment for the Service within twenty (20) Business Days from the date of the applicable Tax Invoice, subject only to any payment term specified in the Details.
- 1.11. The Customer will pay SimpleMotion all monies owing under this Agreement without set-off or deduction.

### GST

- 1.12. Unless otherwise expressly stated, all monetary amounts specified by SimpleMotion are exclusive of GST.
- 1.13. The parties agree to assist each other as appropriate to implement the GST Act, as and if applicable.

### Intellectual Property

- 1.14. SimpleMotion retains all intellectual property created in delivering the Service.
- 1.15. The Customer will not reverse engineer the Service except to the extent otherwise authorised by this Agreement or with the prior written approval of SimpleMotion.

### Confidentiality

- 1.16. A party may use Confidential Information of the other party only to the extent that such use is necessary for compliance with its obligations under this Agreement.
- 1.17. Subject to clause 1.16, a party must:
- (a) not use, and ensure that its employees, officers, contractors and agents do not use, any Confidential Information of the other party for any purpose other than compliance with its obligations under this Agreement;
  - (b) take all action necessary to maintain the confidential nature of the Confidential Information, including keeping all records of the

Confidential Information of the other party under lock and key or password protection; and

(c) not disclose any of the Confidential Information of the other party to any person other than its employees and officers who have been made aware of the requirements of this clause and agree to keep the Confidential Information confidential.

1.18. Neither party may make public nor other announcements nor media releases in relation to this Agreement or the matters the subject of this Agreement without the prior approval of the other party.

### Warranties

- 1.19. The Customer agrees that:
- (a) it has the authority to enter and to perform its obligations under this Agreement;
  - (b) except as provided in this Agreement, it has not relied on any inducement, representation or statement made by or on behalf of SimpleMotion in purchasing the Service or any other products or services from SimpleMotion;
  - (c) no warranty, condition, description or representation in relation to the Service is given by SimpleMotion expressly or impliedly by this Agreement; and
  - (d) all warranties, terms and conditions in relation to the state, quality or fitness of the Service and of every other kind whether expressed or implied by use, statute or otherwise is excluded to the full extent permitted by law.

1.20. SimpleMotion warrants and represents to the Customer that:

- (a) it will render the Service with care, skill and diligence; and
- (b) it is the owner or licensee of all Intellectual Property rights in the Service.

### Limitation of Liability & Indemnity

1.21. One party (the Indemnifying Party) will at all times indemnify and keep indemnified, the other party (the Indemnified Party), its officers, employees and agents from and against any Loss that the Indemnified Party its officers, employees and agents may pay, suffer, incur or sustain arising directly from:

- (a) any breach by the Indemnifying Party of any provision of this Agreement; or
- (b) any negligent act or omission of the Indemnifying Party or any of its officers, employees and agents.

1.22. In no event shall either party be liable to the other for any Consequential Loss arising from any provision of this Agreement or from the supply and delivery of the Service or any other products or services by SimpleMotion to the Customer, even if the other party has been advised of the possibility of such damages. Each party will endeavour to mitigate all damages and Loss.

1.23. The liability of SimpleMotion for any breach of this Agreement including under clause 9.1 or for the supply and delivery of the Service or any other products or services supplied by SimpleMotion, is limited to the fees paid or payable by the Customer in relation to the products or services connected with the breach.

### Termination

1.24. Without prejudice to any other rights SimpleMotion has under this Agreement, SimpleMotion may terminate this Agreement immediately by notice in writing if:

- (a) The Customer is in breach of any term of this Agreement and such breach is not remedied within five (5) Business Days of written notice by SimpleMotion;
- (b) The Customer is subject to an Insolvency Event; or
- (c) The Customer, if an individual, is declared or declares bankruptcy or refuses or is unable to pay all debts as and when they are due.

1.25. Without prejudice to any other rights Customer has under this Agreement, Customer may terminate this Agreement immediately by notice in writing if:

- (a) SimpleMotion is in breach of any term of this Agreement and such breach is not remedied within five (5) Business Days of written notice by Customer; or
- (b) SimpleMotion is subject to an Insolvency Event.

1.26. Upon termination of this Agreement for any reason and subject to clause 1.27:

- (a) all further obligations of SimpleMotion under this Agreement will cease; and

- (b) all amounts outstanding will become immediately due and payable.
- 1.27. The termination or expiration of this Agreement does not affect the rights and obligations of either party:
- (a) which may have accrued before the date of expiry or termination of the Agreement; or
  - (b) under clauses 6 (Intellectual Property), 7 (Confidentiality), 8 (Warranties), 9 (Limitation of Liability and Indemnity), 12 (Non-Solicitation) and 16 (General); or
  - (c) expressed to survive termination or expiration under the Special Conditions.
- ## Force Majeure
- 1.28. Neither party shall be liable for any delay or failure to perform its obligations (other than the requirement to meet a payment obligation) pursuant to this Agreement if such delay is due to a Force Majeure Event.
- 1.29. If a delay or failure by a party to perform its obligations due to a Force Majeure Event exceeds thirty (30) Business Days either party may immediately terminate this Agreement, by providing notice in writing to the other party.
- ## Non-Solicitation
- The Customer must not engage or solicit for employment or employ, whether directly or indirectly through a Related Body Corporate or otherwise, from the date of this Agreement until the expiration of six (6) months' after the expiration of the Services or earlier termination of this Agreement, whichever occurs first, any person who is employed or contracted by SimpleMotion during the term of this Agreement unless otherwise agreed in writing by SimpleMotion.
- ## Notices
- Any communication under or in connection with this Agreement must be in writing and must be addressed to the premises of SimpleMotion and the Customer as shown in the Details. It must be delivered by hand, posted by pre-paid post, sent by facsimile or email. Delivery of the notice by pre-paid post will be deemed on the second Business Day after the date of posting. Delivery by hand, facsimile or email will be deemed on the same Business Day if delivered before 4pm, otherwise the next Business Day. Delivery by facsimile and email is subject to the sender not receiving a non-deliverable notice.
- ## Relationship of the parties
- 1.30. The relationship of the parties shall be limited to the performance of the rights and obligations of the parties under this Agreement.
- 1.31. The parties shall not be partners, servants, agents, franchisors or franchisees of each other and nothing in this Agreement constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between SimpleMotion and the Customer.
- ## Approvals
- 1.32. Subject to any express obligation or right in this Agreement, where this Agreement gives any party a right or power to consent or approve in relation to a matter under this Agreement, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally.
- ## General
- 1.33. No waiver shall be effective unless it is in writing and signed by the party against whom that waiver is claimed. No waiver shall be or be deemed to be a waiver of any other or subsequent breach.
- 1.34. This Agreement constitutes the entire agreement, understanding and arrangement (express or implied) between the parties relating to the matters dealt with in or necessary to implement this Agreement and supersedes and cancels any previous agreement, understanding, arrangement or representation by either party relating thereto, whether written or oral.
- 1.35. Each party is to bear its own costs in relation to the preparation and execution of this Agreement.
- 1.36. This Agreement may only be amended, supplemented or novated by a document in writing executed by all of the parties.
- 1.37. Each party is to make all applications, execute all documents and do all acts and things reasonably required to implement and to carry out its obligations under this Agreement.
- 1.38. The Customer may not directly or indirectly (including by way of sub-contract, security, reconstruction or amalgamation) assign, transfer or otherwise dispose of any of its rights under or interest in, or any of its obligations or liabilities under, or in connection with, or arising out of, any of this Agreement, except with the prior written approval of SimpleMotion.
- 1.39. SimpleMotion may at any time assign, licence or novate any of its rights under or interest in, or any of its obligations or liabilities under, or in connection with, or arising out of, this Agreement.
- 1.40. This Agreement may be executed in any number of counterparts (including by facsimile and electronic transmission) and, provided that both parties have executed and exchanged a counterpart of this Agreement, the counterparts together shall constitute a binding and enforceable agreement between the parties.
- 1.41. If any provision of this Agreement is held invalid, unenforceable or illegal for any reason it will be severed from the Agreement and the remainder of the Agreement will remain in full force and effect.
- 1.42. Each party irrevocably:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (b) waives any objection it may have now or in the future have to the venue of proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (a) of this clause; and
  - (c) the parties agree that subject to the provisions of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria on 10 April 1980 do not apply to the supply of any products or services under this Agreement.
- ## Interpretation
- 1.43. In this Agreement, unless the context requires otherwise:
- headings are for convenience only and do not affect interpretation;
- (a) an obligation or liability assumed by, or a right conferred on 2 or more parties, binds or benefits all of them jointly and each of them severally;
  - (b) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
  - (c) a reference to any party includes that party's executors, administrators, successors and assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
  - (d) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
  - (e) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
  - (f) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
  - (g) references to parties, clauses or schedules, are references to parties, clauses and schedules to or of this Agreement, and a reference to this Agreement includes any schedule to this Agreement;
  - (h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
  - (i) expressions used in this Agreement that are defined in the Copyright Act 1968 (Cth) or the Circuit Layouts Act 1989 and that are not separately defined in this Agreement, have the meanings attributed to them in such Acts;
  - (j) the word "includes" in any form is not a word of limitation;
  - (k) a reference to "\$" or "dollar" is to Australian currency (unless otherwise stated);
  - (l) references to payments to any party to this Agreement will be construed to include payments to another person upon the direction of such party; and
  - (m) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified shall be deemed to be the next Business Day.

## Definitions

1.44. In this Agreement, unless otherwise indicated by the context:

- (a) **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in the State of New South Wales;
- (b) **Confidential Information** means all information of a party (Discloser) in relation to the Discloser's business, operations, plans or products in whatever form, which is marked as confidential or which Discloser regards as, or the other party (Receiver) knows or ought to know is, confidential, proprietary or of a commercially sensitive nature and includes, where SimpleMotion is the Discloser, the Service and all Personal Information held by the Discloser. The following is not Confidential Information: (i) Information which is lawfully in the public domain prior to its disclosure to Receiver by Discloser; (ii) Information which enters the public domain otherwise than as a result of an unauthorised disclosure; (iii) Information which is or becomes lawfully available to the Receiver from a third party who has the lawful power to disclose such information to the Receiver on a non-confidential basis; and (iv) Information which is rightfully known by the Receiver (as shown by its written record) prior to the date of disclosure. Information is not to be considered to be in the public domain for the purposes of this agreement unless it is lawfully available to the general public from a single source without restriction on its use or disclosure;
- (c) **Consequential Loss** means any form of incidental or indirect Loss including any third party Loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, loss of data, pure economic loss and any increased operating costs suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute;
- (d) **Customer** means the person identified on the Details;
- (e) **Force Majeure Event** means any act of God, nature, catastrophes; governmental acts, omissions or enactments; national emergency, insurrection, riots, wars, fire, flood, explosion, power failure; or strikes, lock-outs or other difficulties beyond the reasonable control of the parties to this Agreement;
- (f) **GST** means the goods and services tax implemented under the GST Law;
- (g) **GST Law** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and all related Commonwealth legislation, and includes all regulations, determinations and rulings associated with or made under any such legislation;
- (h) **Information** means all know-how, financial information and other commercially valuable or sensitive information in whatever

form, including inventions (whether or not reduced to practice), trade secrets, methodologies, formulae, graphs, drawings, specifications, designs, samples, devices, models and any other materials or information of whatever description;

(i) **Insolvency Event** means any of the following events: (i) a liquidator, provisional liquidator, receiver or receiver and manager is appointed to a body corporate; (ii) a body corporate enters into or resolves to enter into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors or members, or it proposes a re-organisation, moratorium or other administration involving any of them; (iii) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so or is otherwise wound up or dissolved; (iv) a body corporate refuses or is unable to pay its debts as and when they fall due or is deemed unable to pay its debts under any applicable legislation;

(j) **Intellectual Property** means all present and future rights, title and interest conferred by statute, common law or equity in or in relation to copyright, trade marks (including good will in those marks), designs, inventions (including patents), circuit layouts, business and domain names, throughout the world, whether or not now existing and whether or not registered or registrable and includes: any right to apply for the registration of these rights; all renewals and extensions of these rights; and (i) all ancillary rights or related rights such as Moral Rights;

(k) **Licence** means the licence granted to the Customer as set out in Clause 3.1;

(l) **Service** means the deliverables set out in the Quotation;

(m) **Loss** means all liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis and whether incurred or awarded and disbursements reasonably incurred) including fees of any kind and nature whether arising in contract or tort (including negligence) or under any statute;

(n) **Moral Rights** means the rights conferred by the Copyright Amendment (Moral Rights) Act 2000;

(o) **Personal Information** means information or an opinion about an individual as defined in Section 6 of the Privacy Act (Cth) which is collected, used, disclosed, stored or handled by SimpleMotion or Customer for the purposes of this Agreement;

(p) **Related Body Corporate** has the meaning given in the Corporations Act, 2001; and

(q) **Tax Invoice** has the same meaning as in the GST Law.