

SUPPLY AGREEMENT

between

SPOTLESS SERVICES AUSTRALIA LIMITED

and

THE SUPPLIER

1. Term and Extension

1.1 Term

This agreement commences on and expires on("the term"). This agreement will supersede any existing agreement between Spotless and the Supplier in relation to the purchases of

1.2 Renewal

Spotless may renew this agreement upon the same terms and conditions as are contained in this agreement (excluding this clause) for a further period of commencing on expiry of the term, if they agree to do so not less than three (3) months prior to the expiry of the term.

2. Products

- (a) The Supplier agrees to work with Spotless and do the things reasonably necessary to supply specific brand products nominated by Spotless.
- (b) In all instances the products supplied to Spotless must be of suitable product quality commensurate for the intended purpose. Where specified the products supplied must be in accordance with Spotless specifications.
- (c) Manufactured brand products must be packaged and labelled in accordance with all applicable standards of quality and all other requirements of any Federal, State or local government statues, by-laws, regulations, standards or codes and any applicable voluntary standards and codes and general industry practice.

3. Product Usage Data

The Supplier agrees to provide monthly reports detailing the value and quantity of brand products purchased by Spotless.

4. Pricing and Conditions of Sale

All pricing provided by the Supplier will be on a per unit basis, in Australian Dollars.

Subject to the following provisions of this clause, the price for the products supplied under this agreement will be as set out in Annexure 1 of the agreement.

4. Pricing and Conditions of Sale (Cont)

- (a) The price of the products will be inclusive of:
 - (i) All delivery and transport costs, if the products are delivered;
 - (ii) Any cost of insurance for the delivery and transport of the products and all other insurance required under this agreement; and
 - (iii) The prices will remain firm until
- (b) The price of the products may be increased following the conclusion of the fixed price term if, and only if:
 - (i) The Supplier gives prior notice in writing for any desired price increase; and
 - (ii) The price increase proposed is similar to price increases generally in the market for competitor products; and
 - (iii) Spotless and the Supplier agree the proposed price increase is reasonable; and
 - (iv) The Supplier provides supporting information to verify brand price rises from manufacturers that the Supplier wishes to pass on to Spotless.

5. Ordering

- (a) The Supplier agrees that Spotless sites will order the products by facsimile or e-mail and will ensure the receiving capabilities are adequate to process the orders promptly and efficiently.
- (b) Purchase Order numbers as quoted by each Spotless site will be included in all tax invoices issued. The tax invoice will detail and identify all relevant taxes, delivery costs and deliveries as applicable.

6. Deliveries

- (a) The Supplier shall deliver the products ordered by the Spotless site to the place advised by the relevant Spotless site in accordance with the delivery procedures established between the Supplier and the relevant Spotless site.
- (b) Alternatively the Supplier will allow Spotless to pick up the products from the Supplier's warehouse locations.
- (c) The parties agree that the products will be at the risk of Spotless from the time that a Spotless employee at the relevant Spotless site signs the invoice or delivery docket for the relevant products.

7. Trading Terms

Spotless agrees to pay valid tax invoices for products sixty (60) days after the end of the calendar month following the month of receipt of products.

8. Quality Management Systems

- (a) The Supplier agrees to implement a system that demonstrates its business is based on planned systematic actions necessary to provide adequate confidence that the products will satisfy the given requirements and at least exceed minimum standards eg; certification to **ISO9001/2**.
- (b) Spotless and its representatives shall at all times during the Supplier's normal business hours on reasonable notice have the right of access to the Supplier's premises for the purpose of inspecting the products.

9. Occupational Health and Safety

The Supplier shall ensure that any products purchased, hired or on loan to Spotless meets the Spotless Occupational Health and Safety Standards advised to the Supplier from time to time. The Supplier is required to take all reasonable steps to ensure the following requirements are met in relation to the products:

- (a) Assessments are conducted by the Supplier for potential hazards and risks in relation to design, manufacturer and operation.
- (b) Copies of the risk assessment and occupational health and safety information are made available to Spotless.
- (c) Compliance with requirements of all relevant legislation, regulations, Australian Standards or Codes of Practice.
- (d) On request, any unserviceable or hazardous equipment shall be removed from the site and replaced. Any costs associated with removal, replacement or repair shall be borne by the Supplier.
- (e) All electrical equipment and leads are inspected and tagged as "safe to use" prior to placement at a Spotless site.

10. Insurance and Indemnity

- (a) For the duration of this agreement the Supplier shall maintain a Public Risk and Product Liability Insurance Policy for an amount of at least \$10,000,000 in respect of any single accident or event. The Supplier must ensure that Spotless' interests are noted on the insurance policies and that a certificate of currency for the insurance policies is provided to Spotless upon request.
- (b) The Supplier will indemnify and hold harmless Spotless and its Directors, officers, employees, servants and agents against any liability, loss or expense arising under statute or at common law arising from or in respect of:
 - (i) death of or personal injury or disease to any person; and/or
 - (ii) damage or destruction or loss of use of any property; and/or
 - (iii) discrimination or sexual harassment.

to the extent of contribution of any negligent act or omission of the Supplier.

- (c) The Supplier will indemnify Spotless for any expense or cost or liability incurred by Spotless in taking steps for compliance with any statutory requirements, where such steps would not have been required if the Supplier has complied with its relevant statutory obligations.

11. Business Review Meetings

The parties agree to hold scheduled meetings to monitor progress and performance of the Spotless account. This would include quarterly business review meetings every March, June, September and December to monitor the progress and performance of the Spotless account.

12. Confidentiality Clause

All details contained in this agreement or acquired as a result of this agreement shall remain confidential between the parties except to the extent either party is required by law to disclose its contents.

13. GST

- (a) In this clause, the expressions “consideration”, “GST”, “input tax credit”, “supply”, “tax invoice”, “recipient” and “taxable supply” have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.
- (b) Unless otherwise expressly stated, all prices and/or other sums payable or consideration to be provided under or in accordance with this agreement are inclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the recipient of the taxable supply must pay to the Supplier an additional monetary amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice or issuing a valid recipient created tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time, as payment for the taxable supply is required to be made in accordance with this agreement.

14. Dispute Resolution

- (a) If any dispute between the parties arises out of any matter relating to this agreement, the parties agree that:
 - (i) The parties will in good faith attempt to resolve the dispute within thirty (30) days of either party receiving notice of such dispute; and
 - (ii) If the parties cannot resolve the dispute in accordance with subparagraph 14(a)(i) of this clause, the matter will be referred to an independent mediator agreed by the parties. Where the parties cannot agree on a mediator, the parties agree to use a mediator appointed by the President of the Law Institute of Victoria.
- (b) The parties agree to participate in good faith in any mediation begun under clause 14(a)(ii).
- (c) Any mediation decision or outcome under this clause will not be binding on the parties unless both parties agree to be bound.
- (d) The dispute resolution procedures under this clause will not effect the right of either party to attempt to resolve a dispute by any other lawful means including, without limitation, the right to take legal proceedings.

15. Termination by Either Party

A party may immediately terminate this agreement by giving a written notice to the other party if:

- (a) The other party has breached this agreement and fails to remedy such breach within fourteen (14) days of receiving notice of that breach; or
- (b) The other party has a receiver or a receiver and manager or administrator or controller or liquidator or provisional liquidator appointed or if a petition is presented for the appointment of a provisional liquidator; or
- (c) The other party is unable to pay its debts as they fall due or compounds with its creditors or assigns any of its assets for the benefit of its creditors.

16. Rights on Termination

Any termination of this agreement will be without prejudice to the rights of either party against the other in respect of anything done or omitted under this agreement before termination or regarding any sums or other claims outstanding at the time of termination.

17. Assignment

A party must not dispose of or encumber any right under this agreement without the prior written consent of the other party.

18. Severability

The provisions of this agreement are deemed to be several and any invalidity of any provision of this agreement will not effect the validity of the remaining provisions of this agreement.

19. Successors

This agreement binds the parties and their successors or assigns.

20. Governing Law

This agreement is governed by and is to be construed in accordance with the laws in force in Victoria.

21. Entire Agreement

This agreement embodies the entire understanding and agreement between the parties as to the subject matter of this agreement. Except where expressly provided for in this agreement, any variation to this agreement required the consent of both parties.

22. Notices

Any communication (including, without limitation, any notice, offer, proposal, authorisation or consent) in this agreement must be in writing and given by an authorised officer of the sender, and sent to the other party's address or facsimile number.

The parties' addresses and facsimile numbers are:

Spotless:

Attention:

Address: Spotless Services Australia Limited

Facsimile:

Supplier:

Attention:

Address:

Facsimile:

A Party may change its address or numbers of service by notice to the other party.

Executed as an agreement:

Signed Date
.....
For and on behalf of
Spotless Services Australia Limited

Witness

Signed Date
.....
For and on behalf of
The Supplier

Witness