

Accolade Wines Australia Limited
Standard Purchase Terms for the Purchase of Goods and Services

The Standard Purchase Terms apply to any order for the supply of Goods or Services (**Purchase Order**) placed with the Supplier by Accolade Wines Australia Limited ABN 86 008 273 907 trading as Accolade Wines (**Accolade**) and together with the Purchase Order, constitute a contract between the Supplier and Accolade (**Contract**). The Contract is deemed to be accepted by the Supplier upon the earlier of:

- the Supplier's written acknowledgement of receipt of the Standard Purchase Terms and the Purchase Order, or if the Supplier has previously signed the Standard Purchase Terms, the Supplier's written or verbal acknowledgement of the Purchase Order; or
- the Supplier commencing to supply the Goods or perform the Services, (**Commencement Date**).

1. Contract

- 1.1 The Contract commences on the Commencement Date and concludes on the date on which the Goods have been supplied or the Services performed (as applicable) to the satisfaction of Accolade in accordance with the Contract, subject to clause 15.
- 1.2 All terms and conditions of the Supplier are expressly excluded from the Contract.

2. Orders

All Purchase Orders submitted by Accolade to the Supplier constitute a revocable offer to purchase Goods or Services from the Supplier on the terms of the Contract. Accolade will not be liable for any order not issued or confirmed by a Purchase Order.

3. Goods – delivery, title and risk

- 3.1 Delivery of Goods to Accolade (**Delivery**) takes place when the Goods are fully unloaded at the Premises.
- 3.2 Title and risk in the Goods and any product of the Services passes to Accolade upon Delivery. Any retention of title by the Supplier is expressly excluded.
- 3.3 All Goods must be accompanied by the shipping documents and any information required by Accolade. All applicable fees, taxes, duties (including without limitation, any import or export duties or both) and charges must be paid by the Supplier prior to Delivery.
- 3.4 Goods must be properly packed by the Supplier in such a way as to avoid damage to the Goods.
- 3.5 Accolade may refuse to:
- (a) accept partial delivery of a Purchase Order; and
 - (b) liability for Goods delivered in excess of the quantity ordered or not in accordance with the delivery schedule in the Purchase Order.

4. Inspection and Testing

- 4.1 Accolade may, on giving reasonable notice to the Supplier, inspect, and where practicable test the Goods or their manufacturing process or both and any Services at the premises of the Supplier or its subcontractors. The Supplier must procure that its subcontractors provide access to their premises for the purpose of this clause 4.1.
- 4.2 All Goods and Services delivered to Accolade may be inspected and tested by Accolade at any time after Delivery. If Accolade (acting reasonably) considers Goods or Services to be unsatisfactory, defective or not in accordance with the Contract or any implied warranty or guarantee, Accolade may, without prejudice to any of its rights or remedies, reject the Goods or Services and in its absolutely discretion:
- (a) return the Goods at the Supplier's cost for a refund of any amount paid in respect of such Goods; or
 - (b) require the Supplier to re-perform the Services and/or acquire replacement Services from an alternative supplier, at the Supplier's cost,

and the Supplier shall upon demand, pay such amounts to Accolade.

- 4.3 Any inspection is without prejudice to any rights or remedies that accrue to Accolade and shall not relieve the Supplier of its obligations under the Contract.

5. Delay, refusal or failure to supply

- 5.1 Time is of the essence in respect of each obligation of the Supplier under the Contract.
- 5.2 The Supplier must immediately notify Accolade in writing if the Supplier anticipates that the performance of any of its obligations under the Contract may or will be delayed.
- 5.3 If the Supplier fails or refuses to deliver Goods or provide Services in compliance with the Contract, Accolade may, acting reasonably:
- (a) arrange an alternate supply of the relevant Goods and Services and the cost of doing so will be a debt due and payable by the Supplier; and/or
 - (b) Terminate the Contract immediately by written notice to the Supplier without prejudice to any other rights or remedies.
- 5.4 If Accolade terminates the Contract pursuant to this clause 5, the Accolade Parties will have no liability on any basis in respect of the termination.

6. Prices and terms of payment

- 6.1 The price for the Goods and Services will be as stated in the Purchase Order exclusive of GST. The price includes all ancillary costs including, without limitation, delivery, packaging and insurance costs and all applicable fees, taxes, duties and charges, including GST (where chargeable under the GST Act). No additional charges will be paid unless agreed by Accolade in writing in advance.
- 6.2 Tax invoices must be sent by e-mail to ap@accoladewines.com after the supply of the Goods or Services.
- 6.3 All tax invoices must include all detail required by Accolade, including, without limitation the Accolade Purchase Order number, the date of the Purchase Order, a description of the relevant Goods and Services, the date of supply and the components of the price (including any GST and other taxes).
- 6.4 Unless the Contract is a Small Business Contract, payment for Goods and Services delivered must be made by Accolade on the first business day following 65 days from the end of the month of invoice, subject to the Goods and Services conforming with the Contract and the receipt of complete and accurate tax invoices and documentation. If the Contract is a Small Business Contract, Accolade and the Supplier may mutually agree on the terms of payment and note such agreement in the Purchase Order.
- 6.5 Each party shall do all things that may be necessary or desirable to enable or assist the other to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in connection with the Contract.
- 6.6 The making of a payment by Accolade to the Supplier is not to be taken as evidence that any of the Goods have been delivered or Services have been performed in accordance with the Contract.
- 6.7 Without limiting its other rights, Accolade may (acting reasonably) deduct or set-off from payments to the Supplier any amounts which the Supplier must pay to Accolade or which relate to any claim that Accolade may have against the Supplier.
- 6.8 In this clause 6, expressions defined in the GST Act have the meaning given to them by the GST Act.

7. Supplier's Obligations

- 7.1 The Supplier must supply the Goods and perform the Services in accordance with the Contract to the satisfaction of Accolade.

7.2 Without limiting any other provision of the Contract, the Supplier must ensure the Goods and any product of the Services supplied to Accolade are:

- (a) to the maximum extent possible, free from risks to health and safety;
- (b) compliant with all relevant occupational health and safety (OHS) legislation, regulations and codes of practice and relevant Australian Standards; and
- (c) clearly and durably labelled in a manner that identifies the Goods and provides all necessary technical information in relation to the proper and safe use, maintenance and storage of the Goods (including health and safety information, in a manual or similar).

7.3 The Supplier must at all times:

- (a) exercise due care, skill, diligence and judgment and at all times act in good faith and in accordance with the highest professional principles and standards;
- (b) not, without the written consent of Accolade, make or permit any change in the composition, characteristics or origin of the Goods or Services;
- (c) ensure the Services are undertaken safely;
- (d) where the Services are provided at the Premises:
 - (1) identify all reasonably foreseeable hazards and minimize such risks;
 - (2) ensure all Supplier Parties involved in the provision of the Services are provided with sufficient information, instruction, training and supervision to ensure their health and safety and that of other persons;
 - (3) comply with the directions and protocols notified by Accolade from time to time;
 - (4) do not interfere with or interrupt the operations of Accolade and the work of other contractors; and
 - (5) ensure the Services are carried out in compliance with any relevant OHS legislation, regulations and codes of practice and relevant Australian Standards;
- (e) supply the Goods and perform the Services within the agreed timeframes;
- (f) be familiar with, and comply with, all relevant laws relating to the Contract, and the Goods and the Services;
- (g) comply with the directions and protocols notified by Accolade from time to time;
- (h) prepare and submit, as reasonably required by Accolade, reports on the performance by the Supplier of its obligations under the Contract;
- (i) not, without the prior written consent of Accolade, represent that it is associated with Accolade; and
- (j) not do or be involved in anything which may impair the reputation or intellectual property of Accolade.

8. Access to Premises

- 8.1 If the Contract requires the Supplier to perform Services at the Premises, Accolade will provide sufficient access to the Premises to enable the Supplier to perform the Services, save that Accolade may from time to time impose restrictions on access to the Premises including where the Supplier has not complied with clause 11.
- 8.2 The Supplier must, and must ensure that the Supplier Parties promptly report to Accolade any accident, dangerous occurrence or condition, security threat, other incident or potential incident on the Premises.
- 8.3 Accolade may require the Supplier to provide Accolade with an OHS risk assessment in respect of the Supplier's performance of the Contract (**Risk Assessment**), which must address those matters specified by Accolade.
- 8.4 Accolade may, but is not obliged to, monitor the Supplier's compliance with the Risk Assessment and the Supplier must cooperate with such monitoring and provide all documents or information requested by Accolade from time to time.

9. Supplier warranties

- 9.1 The Supplier undertakes and warrants to Accolade and its successors and assignees that:
- (a) the Goods are free from any charge or encumbrance;

- (b) the Goods will correspond with any samples in quality, be of acceptable quality, free from all defects and fit for any purpose made known to the Supplier by Accolade whether expressly or by implication;
- (c) the Goods and Services will satisfy Accolade's requirements and comply with the specifications in the purchase order and otherwise advised by Accolade from time to time;
- (d) the Goods will be free from foreign bodies, contamination and fit for human consumption (as relevant);
- (e) the Services will be supplied with due care and skill;
- (f) it has the power and has obtained all permits, licences, consents and authorizations required to enter into and perform the Contract;
- (g) it will ensure that all the Supplier Parties engaged in the performance of the Contract comply with the Contract; and
- (h) it has no other obligations which may conflict with or adversely affect its ability to perform the Contract.

9.2 If Accolade is of the opinion that the Supplier is in breach of its OHS obligations under the Contract, Accolade may direct the Supplier to suspend the performance of the Contract in whole or in part. The Supplier must immediately comply with such direction and rectify the breach at its own cost. If the Supplier fails to rectify the breach Accolade may have the obligation performed by others and the costs of doing so will be a debt due and payable by the Supplier.

10. Liability

10.1 The Supplier indemnifies, and will keep indemnified each of the Accolade Parties from all liabilities, losses, costs and expenses suffered or incurred by any of them arising directly or indirectly as a result of or in connection with:

- (a) any breach by the Supplier Parties of the Contract;
 - (b) the death of, any injury to, or loss of property of, any person as a result of or in connection with the performance of the Services or delivery of the Goods, in or on any premises at which the Services are performed or Goods are manufactured or delivered;
 - (c) any negligent or wilful act or omission of the Supplier Parties; and
 - (d) the Goods or Services infringing or allegedly infringing intellectual property rights of a third party
- except to the extent that such liability, loss, cost, damage or expense is caused or contributed to by the Accolade Parties.

10.2 The Supplier is responsible for any non-compliance with the Contract by any of the Supplier Parties.

11. Insurance

- 11.1 The Supplier must effect and maintain on and from the Commencement Date:
- (a) product and public liability insurance cover for at least \$10 million; and
 - (b) such other insurance cover (including, without limitation, professional indemnity, workers compensation and third party motor vehicle cover) as would be reasonably expected of the Supplier or as reasonably requested by Accolade,

and the Supplier must, upon demand, provide to Accolade a certificate of insurance and a copy of each policy in respect of such insurances.

12. Intellectual property rights

- 12.1 The Supplier warrants to Accolade that it will not infringe intellectual property rights of any third party in connection with the supply of the Goods and Services or the performance of the Contract.
- 12.2 All intellectual property developed, created or conceived by the Supplier in connection with the Contract will vest in Accolade upon creation. The Supplier must promptly execute all documents and do all things necessary to give effect to this clause 12.2. For clarity, this clause 12.2 does not apply to intellectual property developed, created, or conceived by the Supplier that does not relate to Accolade or the Accolade Parties.
- 12.3 All intellectual property of Accolade provided to the Supplier will remain the exclusive property of Accolade.

12.4 The Supplier may only use any intellectual property of Accolade with the prior written consent of Accolade and on the terms specified by Accolade from time to time.

12.5 The Supplier must obtain all written unconditional and irrevocable consents and waivers permitted by law to all acts or omissions by or on behalf of Accolade and the Accolade Parties that would otherwise infringe the moral rights of any persons.

13. Confidentiality

13.1 Each party undertakes that it will not disclose any confidential information of the other party (save for disclosure to the Accolade Parties by Accolade) except:

- (a) with the written consent of the other party and only in connection with the performance of the Contract; or
- (b) as required by law.

13.2 For the purposes of this clause 13 "confidential information" includes, without limitation, the terms of the Contract and all information relating to a party which has been disclosed to or learned by the other party that was not in the public domain at the time of the disclosure other than as a result of a breach of the Contract.

13.3 Accolade and the Supplier are responsible for any unauthorised disclosure made by the Accolade Parties or the Supplier Parties, respectively.

13.4 If requested by Accolade, the Supplier must execute, and ensure that each of the Supplier Parties engaged in the performance of the Contract execute a confidentiality agreement in a form approved by Accolade.

14. Privacy

14.1 If the Supplier collects or has access to personal information in performing the Contract the Supplier must:

- (a) not collect, use, disclose, store or transfer such personal information except in accordance with the applicable Data Protection Laws and for the purposes of performing the Contract; and
- (b) comply with all privacy and security measures as Accolade reasonably requires from time to time.

14.2 The Supplier must immediately notify Accolade of any actual, potential or suspected breach of clause 14.1.

14.3 The parties acknowledge and agree that:

- (a) Accolade is a Data Controller in respect of the Personal Data provided to it by the Supplier under this Contract (**Supplier Personal Data**);
- (b) the Supplier may be an independent Data Controller or a Data Processor in respect of the Personal Data provided to it by Accolade under this Contract (**Accolade Personal Data**), depending on the nature of the Services that are being provided pursuant to the relevant Order. Where the Supplier acts as Accolade's Data Processor, the details of processing are:
 - (i) Subject matter, purpose and nature of processing: processing of Accolade Personal Data as required to provide the Work under the relevant Purchase Order, in accordance with Accolade's instructions;
 - (ii) Duration of processing: the term of the Purchase Order, or as otherwise instructed by Accolade;
 - (iii) Type of Personal Data: to the extent provided to the Supplier or collected by the Supplier in the proper performance of the Services pursuant to the relevant Purchase Order, the Personal Data can be of any type; and
 - (iv) Categories of Data Subjects: to the extent provided to the Supplier or collected by the Supplier in the proper performance of the Services pursuant to the relevant Purchase Order, the Data Subjects can be of any type.

14.4 Where each party is acting as a Data Controller of the Personal Data that they each provide to one another under the Contract, they shall each be responsible for complying with the obligations imposed upon a Data Controller by the Data Protection Laws.

14.5 The Supplier acknowledges that Accolade processes the Supplier Personal Data for the purpose(s) set out in the Accolade's privacy policy as updated from time to time as set out at

<http://www.accolade-wines.com/privacy-policy/> (**Accolade Privacy Policy**).

14.6 Where and to the extent the Supplier acts as Accolade's Data Processor in connection with a Purchase Order, the Supplier shall:

- (a) process the Accolade Personal Data only on Accolade's behalf and in accordance with the Accolade's written instructions. Accolade instructs the Supplier to process the Accolade Personal Data only as necessary to provide the Services under and in accordance with the relevant Purchase Order and this Contract, and to comply with Accolade's other reasonable written instructions;
- (b) inform Accolade immediately, if in the Supplier's reasonable opinion, the Supplier believes that any instructions given by Accolade infringe applicable Data Protection Laws;
- (c) ensure that its personnel engaged in processing the Accolade Personal Data are subject to enforceable duties of confidence;
- (d) take appropriate technical and organisational measures to ensure the confidentiality, integrity, availability and resilience of Supplier systems used for processing Accolade Personal Data and protect against the unlawful destruction, loss, alteration, unauthorised disclosure of or access to Accolade Personal Data transmitted, stored or otherwise processed;
- (e) not disclose Accolade Personal Data to any third parties without the consent of Accolade other than expressly permitted by the Contract or to the extent required by applicable law or regulation;
- (f) not authorise a sub-contractor to process Accolade Personal Data without the prior written consent of the Accolade. Where Accolade provides such consent, the Supplier shall ensure that the sub-contract entered into with the sub-contractor imposes on the sub-contractor the same obligations to which the Supplier is subject under this clause 14. The Supplier shall be responsible and liable for the acts, omissions or defaults of its sub-contractors in the performance of obligations under this Contract or otherwise as if they were the Supplier's own acts, omissions or defaults;
- (g) not process Accolade Personal Data outside Australia or the European Economic Area without the prior written consent of Accolade;
- (h) to the extent permitted by law, promptly (and in all cases within 2 business days) notify Accolade upon receipt of a Data Subject Request or any other complaint or request relating to Accolade Personal Data (including from a regulator) and provide such assistance and cooperation as Accolade may reasonably request to allow Accolade to fulfil its contractual or statutory obligations in connection with the Data Subject Request or such other complaint or request relating to the Accolade Personal Data;
- (i) promptly (and in all cases within 2 business days) notify the Accolade of a Personal Data Breach and provide all cooperation and information reasonably requested by Accolade in respect of the Personal Data Breach;
- (j) subject to reasonable and appropriate confidentiality undertakings, permit Accolade (or its authorised representative) to inspect and audit the Supplier's data processing activities (and/or those of its agents, subsidiaries and/or sub-contractors which process Accolade Personal Data on the Supplier's behalf) and comply with all reasonable requests or directions by Accolade to enable it to verify and/or procure that the Supplier is in full compliance with its data protection obligations under this Contract and take such remedial actions as are reasonably required by Accolade following such audit; and
- (k) on termination of this Contract or relevant Purchase Order or for whatever reason, or upon written request from Accolade at any time, cease to use or process any Accolade Personal Data received from or on behalf of Accolade and return to Accolade, or destroy (at Accolade's direction), any Accolade Personal Data in the Supplier's possession or control (unless applicable laws require the continued storage of such Personal Data).

15. Termination

4.

- 15.1 Accolade may, by reasonable written notice, terminate the Contract in whole or in part with respect to any undelivered Goods or Services not fully performed. If the Supplier is not in default of the Contract, the only liability of Accolade for terminating under this clause 15.1 will be to pay for:
- Goods already shipped or Services fully performed prior to termination, at the agreed price;
 - the proven direct reasonable costs incurred by the Supplier up to the date of termination in respect of unfinished Goods or Services not fully performed;
 - completed Goods at the agreed price, but only where the Supplier is not able to otherwise dispose of them.
- 15.2 Either party may immediately terminate the Contract in whole or in part by written notice if the other party:
- is in material breach of the Contract and fails to remedy such breach within 14 days of receipt of notice to do so;
 - becomes an externally-administered body corporate, insolvent, bankrupt or subject to any deed with their creditors or a winding up or administration order, has a receiver, controller or liquidator appointed, is unable to pay its debts as and when they fall due, or passes a resolution for its winding up; or
 - ceases or threatens to cease carrying on business.
- 15.3 Accolade may immediately terminate the Contract by written notice if there is a change in material ownership or control of the Supplier.
- 15.4 On termination of the Contract, the Supplier must refund:
- advance payments in respect of Goods not supplied and Services not performed as at termination; and
 - Goods or Services rejected by Accolade on or before such date.
- 15.5 Each party must take due care of and not dispose of property belonging to the other and will on request return such property, except that, if the Supplier is in default of the Contract, Accolade may hold and use any of the Supplier's property, which will be returned or paid for in due course.
- 15.6 Accolade may on reasonable notice to the Supplier retake possession of its property at any time by entry into any premises where it is kept.
- 15.7 Clauses 9, 10, 12, 13, and 14 and survive the expiration or termination of the Contract.
16. **Miscellaneous**
- 16.1 The Supplier must keep and produce on request all documentation relating to the Goods and Services including documents necessary for tracing the Goods or any part thereof for at least five years following Delivery and will procure that its suppliers do the same. The Supplier must, at its own cost, fully co-operate with and render all necessary assistance in the event of any actual or anticipated product recall in respect of the Goods.
- 16.2 A party may only assign its rights or obligations under the Contract with the written consent of the other (not to be unreasonably withheld or delayed), save that Accolade may by notice to the Supplier assign or novate any of its rights or obligations to a related body corporate.
- 16.3 The Supplier must assign to Accolade the benefit of any warranties or guarantees in connection with the Goods and Services that the Supplier is granted by third parties (or if they cannot be assigned, hold them on trust). The Supplier must not sub-contract the performance of the whole or any part of its obligations under the Contract without the prior written approval of Accolade.
- 16.4 Any amendment or variation to the Contract is not effective unless it is in writing and signed by the parties.
- 16.5 A provision of or a right created under the Contract may not be waived except by a document signed and dated by the party granting the waiver.
- 16.6 The Contract is subject to the laws of South Australia and all disputes arising in connection with the Contract shall be submitted to the non-exclusive jurisdiction of the courts of South Australia and the Commonwealth of Australia.
- 16.7 If any provision of the Contract is held invalid, unenforceable or illegal for any reason, the Contract remains otherwise in full force apart from such provision which will be deleted.
- 16.8 The Contract constitutes the entire agreement between the parties on its subject matter and supersedes all prior representations, agreements and understandings.
- 16.9 Any notice to or by a party must be in legible writing and in English addressed as follows:
- Accolade: Procurement Manager (cc. Head of Legall), Accolade Wines Australia Limited, Reynell Road, Reynella SA 5161, E-mail: contracts@accoladewines.com
 - Supplier: as specified in the Purchase Order.
- 16.10 When reading the Contract the terms of the Purchase Order shall take precedence to the Standard Purchase Terms.
17. **PPSA**
- No party may disclose information of the kind referred to in section 275(1) of the PPSA (except where required under section 275(7) of the PPSA) and the parties agree not to authorise the disclosure of such information at any time.
- The Supplier agrees:
- not to provide or procure the provision of any notice or direction to any customer of Accolade; and
 - not to make contact with any customer of Accolade at any time.
- Nothing in sections 120, 126, 128 or Division 6 of Part 4.3 of the PPSA applies to this Contract or any security interest under this Contract.
18. **Compliance with Laws**
- 18.1 The Supplier warrants that it and the Supplier Parties will, at all times, be in compliance with:
- all laws, regulations, standards and requirements applicable to the conduct of its business and the carrying out of its obligations under the Contract (including without limitation all anti-bribery and tax evasion laws and the Modern Slavery Legislation);
 - Accolade's Anti-Corruption Policy; and
 - the Supplier Code of Conduct..
- 18.2 The Supplier will notify Accolade as soon as it becomes aware of:
- any breach, or potential breach of any of the laws or policies outlined in this Contract; and/or
 - any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.
19. **Definitions**
- In these Standard Purchase Terms:
- Accolade Parties** means Accolade and its officers, employees, consultants, subcontractors and agents;
- Anti-Corruption Policy** means Accolade's anti-corruption policy, as amended from time to time and is available on Accolade Wine's corporate website;
- Data Controller** has the meaning given to it in the applicable Data Protection Laws;
- Data Subject** has the meaning given to it in the applicable Data Protection Laws;
- Data Subject Request** means, in relation to the Accolade Personal Data, a request from a Data Subject for access to, correction, amendment, transfer or deletion of that person's Personal Data;
- Data Protection Laws** means all laws and regulations applicable to the processing of Personal Data under the Contract, including without limitation the Privacy Act 1988 (Cth) and the GDPR;
- GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation);
- Goods** means the raw materials, packaging and finished goods stated in the Purchase Order;

GST has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced (**GST Act**);

Modern Slavery Legislation means the Australian *Modern Slavery Act 2018* (Cth) outlawing human trafficking, slavery and slavery like offences;

Personal Data has the meaning given to it in the applicable Data Protection Laws;

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Accolade Personal Data transmitted, stored or otherwise processed (whether electronic or physical);

PPSA means the *Personal Property Securities Act 2009* (Cth) and any regulations made under it;

Premises means the premises of Accolade stated in the Purchase Order;

Services means the services stated in the Purchase Order;

Small Business Contract has the same meaning given to it in the *Treasury Legislation Amendment (Small Business and Unfair Contract Terms) Act 2015*;

Standard Purchase Terms means the terms and conditions in this document;

Supplier means the supplier named in the Purchase Order and includes the Supplier Parties as the context requires;

Supplier Code of Conduct means Accolade's supplier code of conduct, as amended from time to time and is available on Accolade's corporate website; and

Supplier Parties means the Supplier, its related bodies corporate and their officers, employees, consultants, subcontractors and agents.

Supplier Acknowledgement Form

The Supplier has received a copy of, and has read and understood and agrees to be bound by the Accolade Standard Purchase Terms as acknowledged by the Supplier execution below:

Supplier Trading Name:

Legal Entity Name (if different from above):

ABN:

Supplier Address:.....

.....

Supplier Postal Address (if Different):.....

.....

Key Contact Name:Tel:.....

Key Contact Email:.....Fax:.....

Accounts Contact Name:Tel:.....

Accounts Contact Email: Fax:.....

Bank Account Details: Please provide Bank Account Details on Your Company Headed Paper or other formal document bearing Company name, address and ABN.

Executed by the Supplier

In accordance with the provisions of s127 of the Corporations Act:

.....
Secretary/Director

.....
Director

.....
Name (please print)

.....
Name (please print)

.....
Date

OR (where the Supplier is not an incorporated entity), executed for and on behalf of the Supplier by its authorised signatories, who by this execution warrant that they are authorised to bind the Supplier:

Signature of authorised person

Signature of witness

Print name and title

Print name

Date:.....