

GENERAL TERMS AND CONTIONS – TERRITORY TRADE SERVICES

BETWEEN:

TERRITORY TRADE SERVICES (ABN 72 143 231 994), 24 Hatherley Avenue, Hyde Park, SA, 5061 (hereinafter referred to as "TTS" or "we" or "us")

and

[INSERT NAME OF OTHER PARTY] (ABN [insert] [insert address]) (herein referred to as "Other Party" or "you")

BACKGROUND

TTS is in the business of supplying modular buildings including associated transportation, installation, fit out, refurbishment and site services including (but not limited to) plumbing, carpentry services and repairs and maintenance.

The Other Party wishes to engage TTS as an independent contractor to complete the Works.

These General Terms and Conditions (**Conditions**) set out the terms and conditions upon which TTS agrees to provide the Works to the Other Party.

1. DEFINITIONS

Completion Date means the date and time by which the Works are to be performed or Goods are to be delivered, if no date is stated, a reasonably accepted industry practice time.

Contract is this agreement, any Specification(s) provided by you, a description of the Works and any quote (with any exclusions) provided by us.

Fee means the amount stated in the quote provided by us.

Goods means the goods agreed between to the parties to be provided by TTS.

Site means the location nominated by you as the shipping address for the Goods and/or the location for the performance of the Works.

Specification means the details of the specifications of the Works or Goods to be supplied by you pursuant.

Works means the works to be performed by us in accordance with the Specification and as otherwise agreed between the parties.

2. FORMATION OF CONTRACT

2.1 A Contract is formed if we provide these Conditions to you and you accept it or we commence performance of it.

2.2 No terms or conditions sought to be imposed by you (eg terms in any tender, offer, counteroffer or proposal) will be incorporated, unless accepted in writing by us.

3. WORKS

3.1 We will endeavor to perform the Works by the Completion Date.

3.2 We will use our best endeavors to perform the Works safely, skillfully, diligently and according to the agreed timetable.

4. DELIVERY OF GOODS

4.1 We will endeavor to ensure that in supplying any Goods to you they will be new, safe, free from defects and fit for purpose.

4.2 Every effort will be made by us to deliver the Goods by the Completion Date. Deliveries will be made at the time and at the Site specified by you.

4.3 Title in the Goods passes to you when delivery is completed according to this Contract or you pay for the Goods, whichever is earlier. Risk in the Goods passes when they are delivered according to this Contract.

5. FEES AND PAYMENT

5.1 Unless otherwise expressly agreed, the Fee is based on the quote provided by us (including any exclusions prescribed by us) and shall be subject to costs associated with any variations instructed by you or any delays.

5.2 You will pay the Fee to us within 14 days of receiving an invoice.

6. VARIATIONS

You acknowledge that if you require us to vary the Works (or supply of Goods) in written form or oral instruction we shall be entitled to an extension of time within which to perform the

Works and supply the Goods. We shall also be entitled to any additional payment resulting from your request for a variation.

7. DELAY

If you cause delay to us in performing the Works or supplying the Goods and we incur any cost or loss you agree to reimburse us for any such cost or loss.

8. INSURANCE

8.1 During the Term we will effect and maintain insurance that is expected of an independent contractor performing the works similar to the Works or supplying goods similar to the Goods.

8.2 We agree to provide proof of our insurance should you require it.

9. INDEMNITY

9.1 You indemnify us and our workers against all claims, liabilities, loss, damage or penalties for any loss or damage to persons or property if caused or contributed to by the negligence, misconduct or breach of this Contract of or by you. This indemnity is reduced to extent that we cause such loss or damage.

9.2 Each indemnity is a continuing obligation separate from your other obligations and survives expiry or termination of the Contract.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property produced under the Contract shall vest in us upon creation. You irrevocably assign to us (or will procure the assignment of) all intellectual property rights, whether in existence or arising in the future, in any intellectual property supplied to us and/or developed in relation to our engagement of you.

10.2 You indemnify us against any claims made by third parties in respect of the use of intellectual property supplied and/or developed under the Contract.

11. CONFIDENTIALITY

11.1 The parties must not disclose Confidential Information to any third party or use or reproduce it other than for the performance of the Contract or as required by law. The parties must safeguard the Confidential Information.

11.2 When the Contract ends, the parties must return the Confidential Information. In this clause **Confidential Information** means information belonging to one party which is disclosed to the other party in relation to this Contract and which was not already known by the other party or already in the public domain.

12. TERMINATION

12.1 We may terminate the Contract immediately by written notice if you fail to pay us within 30 days of receipt of an invoice from us.

12.2 If either party breaches a term of the Contract, the other party may give notice requiring the breach to be remedied within 7 days. If it is not remedied, the party giving the notice may terminate the Contract.

12.3 We may terminate the Contract on 7 days' notice for any reason. You will pay the Fee for Works completed up to the date of termination and costs unavoidably incurred arising from the termination. We will not be liable for any other loss or damage.

12.4 Termination of the Contract does not affect accrued rights or remedies.

13. GENERAL

13.1 We are an independent contractor. This Contract does not create a joint venture, trust, employment, agency or partnership relationship. You do not have authority to contract with third parties on behalf of us.

13.2 You must not subcontract, assign or novate any rights or obligations in the Contract.

13.3 Any variation to the Contract must be agreed in writing by the parties.

13.4 You will not register any security interest in relation to this Agreement against us.

13.5 The laws of South Australia apply and the courts there will be used.

13.6 Formal notices will be sent to your registered address and to us at 380 South Road Adelaide 5038 and marked to the attention of Alix Doherty.

13.7 The Contract is the entire agreement between us and you in relation to its subject matter

