



ZIP STANDARD TERMS OF PURCHASE FOR SERVICES

IT'S WATER. REFRESHED.

1. DEFINITIONS

- 1.1. The following definitions are used in these Standard Terms:
 - a) "You" and "your" means the supplier of the services to us.
 - b) "We", "our" and "us" means Zip Water or any Related Company that purchases the services from You.
 - c) "Zip" means Zip Heaters (Aust) Pty Ltd ACN 000 578 727.
 - d) "Related Company" means any company that, directly or indirectly, is controlled by Zip.

2. TERMS APPLYING

- 2.1. These terms apply to all purchases of services from you.
- 2.2. Any terms or conditions of supply on any invoice or other document provided by you will be of no effect and will not replace or vary any of these terms and conditions unless we agree in writing.
- 2.3. These terms may also be incorporated by reference into a formal services agreement with us which may include additional commercial terms.

3. YOUR OBLIGATIONS

- 3.1. You must provide the services in accordance with the terms of the associated services brief or purchase order and these terms.
- 3.2. You must hold all consents, permits and licences necessary to provide the perform the services.
- 3.3. Where the services brief or purchase order includes provision of training or support and maintenance services you must promptly and/or at the correct intervals supply those services in accordance with best industry practice applicable to that service.
- 3.4. While on our sites or those of our clients, you must at all time comply with:
 - a) Our site rules and site access and security requirements and those of our clients;
 - b) the provision of any relevant legislation, codes or standards;
 - c) our policies and procedures; and
 - d) any other reasonable directions given by us.

4. DELIVERY AND ACCEPTANCE

- 4.1. Unless otherwise directed by us, you must provide the services at the address shown on the services brief, purchase order or the applicable services agreement you have with us.
- 4.2. Where the services brief or purchase order includes any installation by you of a good, you must promptly complete installation by the date set out in the services brief or purchase order or if no date is provided in accordance with best practice, at times reasonably approved by us and with minimum disruption.
- 4.3. We may inspect, test and observe at all reasonable times the provision of the services.

- 4.4. We may carry out any reasonable acceptance tests of any services. If any services fail any acceptance test you will at your cost immediately remedy any problem. You will assist us with testing as requested.

- 4.5. Where a services brief or purchase order provides a time for delivery of a service that time shall be the essence of the contract.

- 4.6. We may vary the delivery time and/or the delivery address at any time prior to delivery by providing you written notice of those changes.

5. PRICING

- 5.1. The fee is as set out in the service brief or purchase order (unless otherwise agreed in writing) and is the only amount we must pay. Unless otherwise stated in the purchase order the fee is in Australian dollars and is inclusive of all taxes including goods and services tax ("GST"), duties, fees or other government levies and charges.

- 5.2. Where you make a Taxable Supply, payment by us will be subject to receipt from you of a valid Tax Invoice.

- 5.3. We will pay for services provided in accordance with these terms within 30 days from the end of the following month in which your Tax Invoice was received. The unit of measure detailed on the purchase order must be the unit of measure you invoice us in. The Tax Invoice must quote the purchase order number and be sent to the address specified on the purchase order.

6. INTELLECTUAL PROPERTY

- 6.1. All proprietary rights in any intellectual property (including any design, data, specifications, know-how or any other form of intellectual property) that is specifically developed for us as part of the provision of service will become our property.

- 6.2. All confidential information and any intellectual property provided by us in connection with any purchase order remains at all times our confidential and proprietary information and may be used by you solely to complete the relevant order and for no other purpose. Any such information must be returned to us at any time on request.

7. WARRANTIES

- 7.1. You warrant to us that:

- a) each service will be performed promptly, with due diligence, care and skill, by appropriately trained, experienced and supervised persons and to the best industry standards and be fit for the expected purpose;

- b) our use or result of a service supplied by you will not infringe any proprietary or other intellectual property right or interest of any person and you must provide within the fee any licence or other authorisation from any person necessary in order for us to obtain the full benefit and use of the service; and

- c) all services provided will comply with all applicable laws or regulations and you will, at your cost, hold and maintain in good standing all necessary licences, registrations, permits, authorisations, consents and approvals required

by or from any governmental, provincial or local department or agency.

- 7.2. These warranties are additional to any other warranties given by you or implied by custom or law, whether statutory or otherwise. You will pass on to us the benefit of any warranty relating to the service received from any other person so that we may have recourse against those persons either directly or through you.
- 7.3. You will promptly remedy each warranty claim to our reasonable satisfaction. Warranties start again for the full period on completion of remedying each defect. Without limitation to any other provision of these terms, if any defect which is a breach of a warranty results in us not receiving the expected performance or value from the services you provide then you will at your own cost promptly resupply the services (with a full warranty) if requested by us.

8. INDEMNITIES

- 8.1. You will indemnify and keep indemnified us, and our employees, agents and contractors ("Our Indemnified Parties") against all claims, expenses, losses, damages and costs ("Liabilities") (including all Liabilities arising as a result of damage to a third party's property or injury to or death of any person, and all legal costs in relation to any Liabilities) sustained or incurred by any of Our Indemnified Parties arising from:
 - a) any breach of these Standard Terms by the You;
 - b) any breach by you of the terms of any agreement with us where these Standard Terms are incorporated in that Agreement;
 - c) any negligent or wrongful act or omission of Yours or any of Your employees, agents or contractors in the course of or related to the performance of, or failure to perform, any obligations of the Yours under these Standard Terms; or
 - d) any fraud, dishonesty, misrepresentation or wilful default of Yours.

9. RIGHTS AND LIABILITIES

- 9.1. If you fail to comply with any obligation in these terms and fail to properly remedy the situation to our satisfaction within 5 working days after we notify you of the breach or failure, or if you are or become insolvent or bankrupt or go into receivership or liquidation or enter into any compromise with your creditors, then we may, without limitation to any other right or remedy under these terms or at law:
 - a) Cancel or suspend the purchase order or any uncompleted portion thereof;
 - b) set off against any amount we owe you, any sum you owe us or that we are claiming from you in respect of these terms;
 - c) recover from you any direct, indirect and consequential damage, loss or cost (including full legal costs) suffered by us.

- 9.2. Other than our obligation to pay the fee, and except to the extent required by law, we have no liability whatsoever (including, but without limitation, in equity contract or tort, including negligence) to you or any other person for any loss of profits, income or savings, or for indirect or consequential damage, loss, cost or expense suffered by you or any other person.
- 9.3. Subject to clause 9.2, our liability to you (whether in contract or tort, including negligence) is limited to the fee payable in respect of the relevant purchase order and we shall not be liable for any loss of profits, revenue, income or savings, or for indirect or consequential damage, loss, or cost.

10. MISCELLANEOUS

- 10.1. These terms may only be amended in writing signed by an authorised representative of each party.
- 10.2. If any amount is payable by you to us we are entitled to set that amount off against any amount payable by us to you.
- 10.3. You may not assign or sub-contract any of your rights and obligations in respect of a purchase order or these standard terms.
- 10.4. Nothing in these terms evidences any employment relationship, partnership, joint venture or agency.
- 10.5. Any unlawful provision in these standard terms will be severed and the remaining provisions will be enforceable.
- 10.6. Neither party is liable for any failure or delay in performing an obligation if the failure or delay is due to a cause beyond the affected party's reasonable control. An affected party must notify the other party of the cause and likely delay as soon as practicable.
- 10.7. No delay or failure to act is a waiver. No waiver is effective unless it is in writing. A waiver of a breach is not a waiver of any other breach.
- 10.8. These terms and conditions are governed by the laws in the State of New South Wales and the Commonwealth of Australia and you agree to submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia.