

AND

AGREEMENT FOR SUPPLY OF GOODS AND SERVICES

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THIS AGREEMENT dated day of 2019

BETWEEN of (Supplier)

AND of (Customer)

RECITALS

The parties have agreed that the supplier will provide to the customer those goods and services set out in the schedule in accordance with the provisions of this agreement.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of ;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Agreement

The parties agree to the supply and payment for the goods and services specified in the schedule in accordance with the terms of this agreement.

3. Term

This agreement will commence on the execution hereof and will continue until terminated.

4. Relationship

The supplier is an independent contractor not an employee, partner, joint venture partner or agent of the customer.

5. Exclusivity and Restraint

Neither the customer nor the supplier are required to deal with each other on an exclusive basis in relation to the goods and services the subject of this agreement.

6. Title and Risk

The title to goods will pass to the customer on payment following delivery.

7. Warranties

The supplier gives the warranties set out in the schedule.

8. Insurance

The supplier will effect and maintain the following insurances, in an amount reasonably acceptable to the customer, to fully indemnify the customer against any and all sums that may become payable due to the actions of the supplier its employees and subcontractors during the currency of this agreement:

- (a) A public liability insurance policy;
- (b) A professional indemnity insurance policy;
- (c) A workers compensation insurance for its employees;
- (d) Comprehensive motor vehicle insurance in relation to any vehicle used by it in performing this agreement; and
- (e) Any other insurance policies as reasonably required by the customer from time to time.

The supplier will provide to the customer a copy of a certificate of currency in relation to each insurance policy immediately on request by the customer.

If the supplier does not comply with the supplier's obligations under this clause, the customer may effect the relevant insurance and recover the cost of doing so from the supplier.

9. Performance

The supplier will carry out its obligations hereunder in a proper and workmanlike manner and will follow any special instructions set out in the schedule.

10. Subcontracting

The supplier will not subcontract any work hereunder to any third party without the customer's prior written consent.

11. Invoicing and Payment

The supplier will submit to the customer a valid tax invoices at intervals agreed in the schedule with all relevant records to enable the customer to verify the amount payable including any other information or documents reasonably required by the customer.

The customer will pay the supplier's tax invoices on their due date as set out in the schedule.

12. Records and Audit

The supplier will create and maintain proper, complete and accurate records relating to the goods and services provided to the customer under this agreement and provide copies the customer on request.

GOODS

13. Delivery

The supplier will supply the goods to the customer at the place and at the time set out in the schedule.

The supplier will obtain signed confirmation of each delivery by the customer's personnel.

14. Inspection

The customer has a reasonable time to inspect the goods and may reject defective goods and return them for a credit or require the supplier to replace them.

15. Other Obligations

The supplier will ensure all goods are new, of merchantable quality, free from any defects, fit for their purpose and packed and marked as required by the customer and regulation.

The supplier must provide all necessary technical documents, operating and service manuals and warranty documents relating to the goods.

SERVICES

16. Compliance and Safety

In providing the services set out in the schedule, the supplier must ensure that their personnel are trained, hold the appropriate licenses, comply with all laws regulations and the customer's policies and observe health and safety standards and follow site rules for entry and conduct on site and follow the directions of the customer's personnel whilst on site.

The supplier must ensure that it's personnel obtains prior approval from the customer's site manager before working with hazardous materials and such personnel must be trained to work with hazardous materials and must comply with all rules, regulations and good operating practices relating to hazardous work or hazardous materials.

The supplier must ensure that their personnel comply with all rules, regulations and good operating practices relating to loading, unloading and securing goods and the safe operation of vehicles, plant and equipment.

17. Personnel

The supplier will ensure that their personnel have the appropriate qualifications training and experience to perform their tasks competently and in a businesslike manner and that they will conduct themselves diligently with due skill and care.

The customer may on reasonable grounds notify the supplier that a member of its team is unacceptable whereupon the supplier will replace that person.

The supplier is solely responsible for all pay, entitlements and other benefits for their employees.

The supplier indemnifies the customer from and against any liability or claim arising out of a failure by the supplier to observe the supplier's obligations to its employees.

18. Use of Equipment

The supplier will ensure that equipment used by it in the performance of its obligations hereunder is safe, fit for the work it is to undertake and is properly maintained during its operation under this agreement. The customer may on reasonable grounds reject the use equipment that does not meet these requirements.

19. Incident Reporting

As soon as becoming aware of an accident or serious incident each party shall inform the other and take such action as is necessary to deal with the situation. The party responsible will provide a detailed written report setting out the cause

of the event and all other relevant information as soon as practicable after remedial, action has been taken.

20. Termination

This agreement expires and comes to an end on completion of the supply of goods and services under this agreement.

In the event that the agreement is ongoing then without cause either party may terminate this agreement on 30 days written notice provided that work in progress is completed before the termination date.

If the supplier is in breach of this agreement, the customer must provide a written notice to the supplier specifying the breach and requiring the supplier to remedy the breach within seven days failing which the customer may immediately terminate this agreement by notice in writing

The customer may immediately terminate this agreement by written notice if the supplier commits a serious breach of any of its obligations, seriously damages the reputation of the customer, commits an act of dishonesty, fraud, or is charged with a criminal offence or wilfully neglects its obligations for the provision of the goods and services the subject of this agreement.

21. Events Following Termination

On expiry or termination of this agreement, the supplier will return all hard copies of any confidential information, and all other items of the customer's property. Final accounts shall be prepared and settled, and if requested to do so, the supplier will assist the customer to obtain the goods and services from another provider.

The expiry or termination of this agreement for any reason will be without prejudice to any rights or liabilities of the parties which have accrued prior to the date of expiry or termination.

22. Assignment

The customer may assign any rights or benefits under this agreement at any time.

The supplier may not assign any rights or benefits under this agreement without the customer's prior written consent.

23. Confidentiality

The existence and terms of this agreement and information provided in connection with its performance are confidential and the parties must treat this information confidentially. They must not, and must ensure that any person who with approval receives the information does not, disclose any of the information in any form to anyone else or use any of the information except to perform its obligations under this agreement.

24. Entire agreement

This agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this agreement.

25. Amendment

An amendment or variation to this agreement is not effective unless it is in writing and signed by all the parties.

26. Dispute resolution

If a dispute arises between the parties, the complainant must not commence any court or arbitration proceedings, except where that party seeks urgent interlocutory relief, unless it has first complied with this clause:

(a) Notification

The complainant must inform the respondent in writing of the following:

- (i) The nature of the dispute;
- (ii) The outcome the complainant desires, and
- (iii) The action the complainant believes will settle the dispute.

(b) Endeavour to resolve dispute

On receipt of the complaint by the respondent, both parties will make every effort to resolve the dispute by mutual negotiation within 14 business days.

(c) Mediation

Any unresolved dispute or difference whatsoever arising out of or in connection with this agreement shall be submitted to mediation under the Mediation Rules of the Resolution Institute.

(d) Survival of this clause

This clause survives termination of this agreement.

27. Waiver and amendments

Any waiver by any party to a breach of this agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

28. Events beyond control

Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is

occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

29. Severance

If anything in this agreement is unenforceable, illegal or void, it is severed and the rest of the agreement remains in force.

30. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

31. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

32. Costs

Each party will pay their own costs in relation to this agreement.

SCHEDULE

SCHEDULE 1 - DETAILS

- 1. Commencement Date**

- 2. Expiry Date**

- 3. Goods**

- 4. Services**

- 5. Delivery location for goods**

- 6. Delivery dates of goods**

- 7. Price of goods**

- 8. Price of services**

- 9. Invoicing dates for goods**
End of month of delivery
- 10. Payment terms for goods**
30 days following delivery
- 11. Invoicing dates for services**
End of each month

12. Payment terms for services

30 days following invoice

13. Public Liability Insurance

\$40,000,000.00

14. Professional Indemnity Insurance

15. Notice Details

16. Specific Warranties

17. Special Instructions

Execution page

[Select appropriate signing clauses]

SIGNED AS AN AGREEMENT

EXECUTED BY RUDRA LEGAL)
CORPORATION PTY LTD ACN 163)
240 319 TRADING AS LAWBANK	
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Director	Director
Name: ...	Name: ...

EXECUTED BY Error! Reference)
source not found.)
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Director	Director
Name: ...	Name: ...