

UPDATED 1 August 2022

AGREEMENT FOR THE SUPPLY OF GOODS AND PROVISION OF SERVICES  
SCHINDLER LIFTS AUSTRALIA PTY LTD

**TERMS SHEET**

The Supplier (Supplier)	Company:	[insert]
	ACN:	[insert]
	Address:	[insert]
	Contact person:	[insert]
	Phone:	[insert]
	Fax:	[insert]
	Email:	[insert]
Schindler Lifts Australia Pty Ltd ABN 19 005 838 773 (Schindler)	Schindler's address:	
	Contact person:	
	Phone:	
	Fax:	
	Email:	

**ENTIRE AGREEMENT**

The entire agreement between the parties comprises:

- this Terms Sheet;
- the attached Terms of Supply (**Schedule 1**); and
- the attached Annexure A to Schedule 1,

(together, the **Agreement**).

To the extent of any inconsistency between the terms of the Agreement, the terms that are included higher in the hierarchy listed above will prevail.

**TERM OF AGREEMENT**

From the date of execution of the Agreement until **TBC**, or unless terminated earlier in accordance with this Agreement.

**THE WORKS**

Schindler appoints the Supplier to provide the goods and services listed below and further described in Annexure A to Schedule 1 in accordance with this Terms Sheet, the attached Schedule 1 and Annexure A.

**GOODS AND SERVICES CATEGORY**

Description of Works	Provision of [insert] For detailed description, refer to Part 1 of Annexure A to Schedule 1.
Description of Project	Provision of [insert] For detailed description, refer to Part 1 of Annexure A to Schedule 1.

## SCHEDULE 1 – TERMS OF SUPPLY

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### 1. SUPPLY OF GOODS AND SERVICES

- (a) The Supplier must supply the goods and services detailed in Annexure A to Schedule 1 by the date specified by Schindler, to the address(es) notified by Schindler, and, if applicable, by the methods and delivery instructions specified by Schindler, all in accordance with the terms of this Agreement.
- (b) The Supplier is responsible for payment of all costs (including any levies, duties or taxes) associated with the manufacture, importation, packaging, storage, transportation, delivery and (if required by Schindler) installation, of goods supplied.
- (c) Supplier must ensure that each packaging slip, bill of lading and invoice bears the applicable purchase order number (or other identification) issued by Schindler and the location at which goods are to be delivered and services to be provided (as applicable).
- (d) The Supplier must, in relation to the provision of goods and services to Schindler detailed in Annexure A to Schedule 1, provide those goods in accordance with any standards or requirements notified by Schindler and perform those services in a professional manner and in accordance with any standards or requirements notified by Schindler.

### 2. GENERAL SUPPLIER OBLIGATIONS

The Supplier must:

- (a) comply with any reasonable directions given by Schindler from time to time in respect of the nature and scope of goods and services to be supplied;
- (b) observe all applicable Schindler policies and procedures, including Schindler's Code of Conduct/Vendor Policy, as amended from time to time as well as with all applicable codes, laws, regulations, standards relating to corrupt practices, anti-trust, non-discrimination;
- (c) ensure that it does not engage in any conduct or activity that:
  - (i) will harm, or is likely to harm, the name or reputation of Schindler or its related associations;
  - (ii) is offensive, corrupt or disreputable;
  - (iii) may bring Schindler, or its related associations, into disrepute, contempt, scandal or ridicule; or
  - (iv) contravenes or is contrary to the requirements, principles and standards notified by Schindler from time to time.
- (d) ensure that all employees, agents and contractors engaged to provide goods or services (collectively, the **Personnel**) are competent and have the skills and experience required to provide the goods and to perform services to the standard required by Schindler;
- (e) ensure that all Personnel consent to any routine background checks and, where requested by Schindler, remove any Personnel who, in Schindler's opinion, are not suitable to provide the goods or services and replace such Personnel with a person acceptable to Schindler;
- (f) assume responsibility for the acts or omissions of all Personnel in respect of the supply of goods or services to Schindler; and
- (g) where the Supplier is providing goods or services to Schindler at a site (the **Site**):
  - (i) ensure that it complies with any Site conditions that are notified by Schindler, including conditions relating to access, safety, Site control, working hours;
  - (ii) provide Schindler with a list of all major equipment which it proposes to use on Site and ensure that such equipment complies with all applicable Australian standards and safety requirements;
  - (iii) ensure that any necessary licences and permits are obtained in order to provide the goods or services, including operation of any vehicle or equipment used in provision of the goods or services; and
  - (iv) rectify any damage to the Site caused by the provision of the goods or services.

### 3. PAYMENT

- (a) All prices and fees for provision of goods and services are fixed as specified in Annexure A to Schedule 1 unless Schindler agrees in writing to a price variation.
- (b) Subject to anything to the contrary in Annexure A to Schedule 1, it is at Schindler's discretion as to whether it pays the invoices upfront or makes payment within 30 days after receipt of a valid tax invoice or within 30 days of the end of the month in which the relevant goods or services are delivered, provided that:
  - (i) the goods or services are satisfactory to Schindler;
  - (ii) the valid tax invoice is issued after the delivery of the goods or after the provision of the services; and

- (iii) delivery of the goods, provision of the services and the amounts invoiced are in accordance with this Agreement or other written instructions issued by Schindler or by Schindler' authorised representative.
- (c) Payments may be made by direct deposit and Supplier will provide Schindler with full details of its bank account for this purpose.

#### 4. WORK HEALTH AND SAFETY

- (a) The Supplier warrants that it will comply with all work health and safety laws applicable to the provision of goods and services including the *Work Health and Safety Act 2011* (NSW) (**WHS Act**) and the *Work Health and Safety Regulation 2017* (NSW) (**WHS Regulation**).
- (b) The Supplier will comply with and ensure that all its contractors engaged in provision of the goods or services comply with, all work health and safety laws applicable or relevant to the provision of goods and services. The Supplier must, on reasonable request by or on behalf of Schindler, and in a timely manner, demonstrate compliance with those requirements including providing evidence of measures taken to achieve such compliance.
- (c) The Supplier will provide and maintain an appropriate system of work to manage risks to health and safety in accordance with Part 3.1 of the WHS Regulation.
- (d) The Supplier must comply with its obligation under the work health and safety laws to consult, co-operate and co-ordinate activities with all other persons who have a work health and safety duty in relation to the same matter.
- (e) To the extent that the provision of the goods or services relates to the removal of asbestos, the Supplier will ensure, at its cost, that health monitoring is undertaken of Personnel involved in the provision of the goods or services in accordance with the WHS Regulation.
- (f) Where the Supplier is performing work on sites which are not Schindler premises, the Supplier must:
  - (i) co-operate with Schindler in order to maintain consistent safety practices on the Site; and
  - (ii) co-operate with Schindler to enable Schindler to comply with its obligations under all work health and safety laws applicable or relevant to the goods and services.
- (g) Where the Supplier is performing work on sites that are not Schindler premises, the Supplier must ensure that any incident that occurs in relation to the provision of the goods or services which is notifiable under the WHS Act is notified to the relevant authorities.
- (h) Where the Supplier is performing work on Schindler premises, the Supplier must, prior to the commencement of the provision of the goods and services, undertake an assessment of the risks associated with the provision of the goods and services and identify and implement appropriate measures to control all such risks. The Supplier must provide details of the risk assessment and evidence of implementation of adequate risk control measures to Schindler or any other relevant contractor on and in accordance with any reasonable request by or on behalf of Schindler in a timely manner.
- (i) Where the Supplier is performing work on Schindler premises, the Supplier must promptly notify Schindler of, and assist Schindler as requested in relation to any:
  - (i) matters that could create a risk to the health and safety of persons at, or near, the Schindler premises; and
  - (ii) accident, injury, property or environmental damage which is notifiable to a regulatory authority.
- (j) Any breach by the Supplier of this clause entitles Schindler at its option to suspend the whole or part of the provision of the goods or services and any payment for such goods or services until the breach is rectified and the Supplier must bear any costs it incurs as a result of the suspension.

#### 5. CONSTRUCTION WORK

- (a) In so far as the Supplier designs any structure which is to be constructed, the Supplier must provide to Schindler a written report that specifies the hazards relating to the design of that structure which, so far as the Supplier is reasonably aware, creates a risk to the health or safety of persons who are to carry out any construction work on the structure or part.
- (b) In so far as the meaning of a construction project under Part 6.1 of the WHS Regulation applies to the provision of the goods or services, from the date of commencement of the provision of goods and services:
  - (i) the Supplier is appointed as principal contractor under the WHS Regulation in respect of the provision of goods and services;
  - (ii) the Supplier accepts the appointment;
  - (iii) Schindler authorises the Supplier to manage or control the Site and to discharge the duties imposed on a principal contractor under the WHS Regulation; and
  - (iv) in respect of the provision of goods and services, the Supplier is liable for the performance of the principal contractor's functions under the WHS Regulation.
  - (v) The Supplier's appointment as principal contractor shall continue until completion of the provision of goods and services, unless that appointment is revoked earlier by Schindler.

- (c) In so far as Parts 4.6, 6.3 and 6.5 of the WHS Regulation apply to the provision of the goods or services, the Supplier acknowledges that, in relation to the provision of goods and services under this Agreement, the Supplier is the person conducting a business or undertaking in relation to the requirements of Parts 4.6, 6.3 and 6.5 of the WHS Regulation.
- (d) To the maximum extent permitted by law, the Supplier indemnifies Schindler against any action, claim, demand, cost or expense to which it may be exposed or which arises from the enforcement of the WHS Regulation as a result of any breach by the Supplier of its obligations as principal contractor.

#### **6A. GST**

- (a) In this clause 6:
  - (i) words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
  - (ii) GST Law has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.
- (c) If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply.
- (d) The recipient will pay the amount referred to in clause 6(c) in addition to and at the same time that the consideration for the supply is to be provided under this contract.

#### **6. OVERSUPPLY AND EARLY SUPPLY**

- (a) Schindler bears no responsibility for goods delivered or services provided in excess of written instructions by Schindler. Deliveries in excess of those authorised by Schindler may be returned to the Supplier and the Supplier must pay Schindler for all packaging, removing, handling, sorting and transportation expenses incurred in connection with such deliveries.
- (b) Schindler is not obliged to accept early delivery of goods and the Supplier is responsible for holding and storing the goods until the time of delivery.

#### **7. WARRANTY AND INSPECTION**

Without limitation to any other terms implied by statute, common law, equity or otherwise:

- (a) Supplier represents and warrants that all goods (including the packaging, manufacturing, labelling, storage, and sale of goods) and services supplied to Schindler:
  - (i) conform to the specifications, drawings, samples, Schindler' packaging and environmental considerations as notified by Schindler from time to time, or other descriptions furnished by Schindler;
  - (ii) are fit and sufficient for the purpose intended;
  - (iii) (in the case of goods) are new, of merchantable quality, good order, condition and workmanship;
  - (iv) are free from defect or default of any kind;
  - (v) are free from any charge or other encumbrance;
  - (vi) comply with all applicable laws, regulations, local requirements and other applicable Australian standards and industry regulations; and
  - (vii) (in the case of goods intended for human consumption) that the goods are not adulterated or contaminated in any way and best practice food storage and handling procedures are complied with.
- (b) All goods will be subject to inspection at the point of destination.
- (c) During any warranty period as specified in Annexure A to Schedule 1, the Supplier must, at no additional charge and without prejudice to any other rights or remedies to Schindler and at Schindler' election, repair, replace or resupply any goods or services that do not comply with the applicable warranties.
- (d) The Supplier must rectify any damage to the delivery site (or any fixtures, fittings or equipment at the delivery site) caused by delivery or installation of the goods or provision of services by or on behalf of the Supplier or, if directed by Schindler, pay for the cost of repair.

#### **8. REJECTION**

- (a) A claim that the goods or services are below the requisite standards may be made by Schindler on delivery, or in the case of goods for human consumption, until the goods are actually consumed. Acceptance on delivery of the goods or services or payment by Schindler does not constitute an agreement that the goods or services meet the requisite standards.
- (b) If Schindler reasonably determines that goods delivered or services provided (or both the goods and services provided) by Supplier are defective in material or workmanship (including not

satisfying any installation requirements of Schindler) or otherwise fail to meet Schindler requirements, Schindler may at its discretion and without limitation to any other right or remedy:

- (i) reject those goods or services or both and the Supplier must repay on demand all moneys paid by Schindler to Supplier for those goods and services; or
  - (ii) elect to accept those goods or services or both and recover from Supplier damages suffered by reason of Supplier's failure to deliver goods or provide services in accordance with Schindler requirements.
- (c) Supplier will be liable for all expenses incurred by Schindler in returning, correcting or replacing defective or faulty goods or services (as applicable).

## **9. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PRIVACY**

- (a) Supplier must not advertise or promote its supply of goods or services to Schindler or any relationship with Schindler or release any materials bearing or referring to any marks or logos of Schindler (or any Schindler agencies).
  - (b) Supplier warrants that the goods and services supplied to Schindler will not infringe any patent, trademark, copyright or other intellectual property rights or moral rights of any person.
  - (c) To the extent required to use the goods or receive the benefit of any services that are supplied by the Supplier to Schindler under this Agreement, the Supplier grants to Schindler a worldwide, royalty free, perpetual, irrevocable, transferable, non-exclusive licence (including a right of sub-licence) to use, reproduce and modify the intellectual property rights in those goods and in any works provided as part of the services.
  - (d) Supplier must not give any interviews or assist a media entity or other third party in relation to the writing, publishing or broadcasting of any story or other content concerning the provision of goods or services to Schindler or otherwise concerning Schindler.
  - (e) Supplier must ensure that the Supplier, its officers, employees and agents:
    - (i) keep confidential all information of Schindler that it receives which it knows or should reasonably know is confidential, including the fact that the Supplier has provided Schindler with the goods or services and has entered into an Agreement with Schindler; and
    - (ii) do not use or disclose such confidential information to any person without Schindler' prior written approval.
- (a) The Supplier must ensure that any personal information (as defined by the *Privacy Act 1988* (Cth)) is collected, used, stored, disclosed or handled by the Supplier and its Personnel in accordance with the *Privacy Act 1988* (Cth) and any other applicable law.

## **10. INDEMNITY AND INSURANCE**

- (a) Except to the extent that the loss is caused by a negligent act of Schindler, the Supplier indemnifies Schindler, including its respective directors, executive members, officers, employees, volunteers, agents and contractors from and against all claims, liabilities, losses, damages and costs (including the cost of complying with product recall, loss of profits and legal costs and expenses calculated on a solicitor client basis) and/or liability to any third party arising out of or incidental to a breach of this Agreement by Supplier, any warranty given by Supplier under this Agreement being incorrect or misleading in any way, or any loss or damage (including damage to property or injury to person) which arises from the provision of defective goods or services by the Supplier under this Agreement and/or any act or omission (including negligence or unlawful or wilful conduct) by Supplier or any of its directors, executive members, officers, employees, contractors, agents or advisers relating to the supply of goods or the provision of services under this Agreement.
- (b) If requested by Schindler, the Supplier must provide and maintain (and if requested by Schindler, provide Schindler with a certificate of insurance verifying compliance) the following insurances on an occurrence basis:
  - (i) public liability insurance with a minimum insurance coverage of \$20 million (with no deductible) for each occurrence of bodily injury and property damage including contractual liability, product liability, cross liability coverage, personal injury and property damage;
  - (ii) workers' compensation;
  - (iii) insurance of the goods or full replacement value of the goods; and
  - (iv) insurance for all equipment and materials used by Supplier (if any) for installation of the goods or for provision of the services.

## **11. LIMITED LIABILITY**

- (a) To the extent permitted by law, Schindler is not liable for, and no measure of damages will, under any circumstances, include, special, indirect, consequential, incidental or punitive damages or economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data, whether in an action in contract, tort (including without limitation negligence and product liability), statute or otherwise, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- (b) The liability under this Agreement of Schindler is limited to the total value of all payments made by Schindler to the Supplier for goods and services supplied under this Agreement.

**12. TITLE AND RISK**

- (a) In the case of purchase of goods by Schindler, title to the goods will pass to Schindler upon payment by Schindler and responsibility for any loss or damage to the goods will pass to Schindler on delivery of such goods to the address notified by Schindler.
- (b) Where Supplier conducts any repair, installation and/or maintenance activities in respect of the goods, the Supplier will be responsible for any loss of or damage to the goods as a result of such maintenance, installation or repair.

**13. TERMINATION**

- (a) Schindler may terminate this Agreement at any time by giving 30 days prior written notice to Supplier.
- (b) In addition, Schindler may terminate this Agreement immediately in whole or in part by written notice if:
  - (i) the Supplier fails or refuses to make delivery of the goods or provision of the services in accordance with this Agreement;
  - (ii) the Supplier becomes insolvent, bankrupt or enters into liquidation;
  - (iii) there is a substantial change in shareholder control or ownership of the Supplier, which in the reasonable opinion of Schindler adversely affects the Supplier's ability to perform the obligations; or
  - (iv) the Supplier engages in conduct which, in the reasonable opinion of Schindler, reflects unfavourably on the good name, goodwill, reputation or image of Schindler.

**14. CONSEQUENCES OF TERMINATION**

- (a) Upon termination or expiration of this Agreement, the Supplier must immediately discontinue the supply of goods and the provision of services to Schindler.
- (b) If Schindler terminates this Agreement for a reason other than breach by, or insolvency of, the Supplier or the negligence, unlawful or wilful conduct of the Supplier, then Schindler must pay Supplier those costs incurred which are properly allowable or apportionable under generally accepted accounting principles for the goods or services consumed by Schindler as at the date of termination.
- (c) Clauses 11, 12, 15 and 21 will survive the expiry or termination of this Agreement to the extent necessary to effect the intent of the parties and to protect the rights of Schindler.

**15. FORCE MAJEURE**

- (a) A party will not be liable for delays or failures in performing their obligations due to causes which are, in Schindler' reasonable opinion, beyond the control and without the fault or negligence of the respected parties and provided that, in the case of the Supplier, it has used its best endeavours to minimise any delays or failures.
- (b) Supplier must notify Schindler immediately of any anticipated delays or failure to perform its obligations.
- (c) In the event of an excusable delay or failure of performance by Supplier due to an event described in clause 15(a), Schindler will be entitled to obtain elsewhere, for the duration of such delay or failure, the goods or services ordered and to reduce proportionally, and without any obligation to Supplier, the quantity of goods or services ordered from Supplier under this Agreement and accordingly reduce proportionally the amount payable under this Agreement.

**16. ANTI-SLAVERY**

**16.1 Definitions**

In this clause 16, these terms have the following meanings:

Act	The <i>Modern Slavery Act 2018</i> (Cth).
Loss	Any loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character which Schindler pays, suffers or incurs or is liable for.
Modern Slavery	The same meaning as in the MS Act.

**16.2 Compliance**

The Supplier must take all reasonable steps to ensure there is no Modern Slavery in its operations and supply chain, or that of its subcontractors and suppliers, including:

- (a) establishing appropriate systems and processes to ensure any risks or occurrences of Modern Slavery in its supply chains or any part of its business are identified, assessed and addressed;
- (b) undertaking due diligence of its own suppliers and subcontractors to ensure that any risks or occurrences of Modern Slavery in their supply chains or any part of their businesses are identified, assessed and addressed;
- (c) implementing a system of training for its employees, including retaining records of training, in

- relation to the identification, assessment and addressing of Modern Slavery;
- (d) notifying Schindler as soon as reasonably practicable after it becomes aware of, or has a reasonable basis for suspecting, instances of Modern Slavery in its supply chains or any part of its business; and
  - (e) within such reasonable timeframes as are agreed with Schindler, undertaking, at its own cost, remediation actions to address and cease any instances of Modern Slavery in its supply chains or any part of its business. Any remediation action must address Modern Slavery occurrences to the satisfaction of Schindler.

### **16.3 Provision of assistance**

The Supplier must provide all reasonable assistance (including the provision of information and access to documents) that Schindler reasonably requires to enable Schindler to comply with its obligations under the Act.

## **17. REMEDIES**

The individual remedies reserved in this Agreement are cumulative and additional to any other or further remedies provided in law or equity. No waiver of any breach of any provision of this Agreement will constitute a waiver of any other breach, or other such provision.

## **18. ENTIRE AGREEMENT**

- (a) Subject to clause 19(b), these terms contain the entire Agreement between the parties and supersede all prior negotiations, representations, Agreements and understandings, written or oral concerning the subject matter of these terms. Where terms and conditions offered in either the Supplier's quotation or the Supplier's invoice conflict with the terms and conditions of these terms, these terms will prevail.
- (b) These terms may not be modified except in writing and signed by Schindler' authorised representative.

## **19. DISPUTE RESOLUTION**

- (a) If a dispute arises out of or in relation to this Agreement, then either party must deliver by hand or send by certified mail to the other party a notice of the dispute in writing identifying and providing details of the dispute.
- (b) Despite the existence of a dispute, each party must continue to perform its obligations under the Agreement. The existence of a dispute will not prejudice Schindler' rights to terminate the Agreement for any reason.
- (c) Within 10 days of service of a notice of dispute, a representative of Schindler and a senior representative of the Supplier must meet and, in good faith, attempt to resolve the dispute.
- (d) If the dispute is not resolved within 10 days of the date that the delegates meet under this clause 20, the parties to this document expressly agree to endeavour to settle the dispute by mediation administered by the Australian Disputes Centre (**ADC**). The mediation will be conducted in accordance with the ADC Guidelines for Commercial Mediation which are operating at the time the matter is referred to ADC (**Guidelines**). The terms of the Guidelines, which set out the procedures to be adopted, the process of selection of mediator and the costs involved, are incorporated into this document.
- (e) Neither party may begin legal proceedings in connection with a dispute between the parties arising out of or in connection with or in any way related to this document or refer the dispute to arbitration unless a mediation under clause 19(d) has taken place. However, this limitation does not apply:
  - (i) if a party wants to apply for equitable relief or urgent interlocutory relief (and clause 19 (d) does not apply in the circumstances);
  - (ii) to a party who attempts in good faith to comply with clause 19 (d) but cannot do so because the other party does not comply with that clause; or
  - (iii) if the mediation cannot take place within a reasonable time, for reasons beyond the control of the parties.
- (f) Compliance with the procedures in this clause 19 is a precondition to the entitlement of a party to commence litigation in relation to a dispute (except in relation to applications for urgent interlocutory or declaratory relief).

## **20. RELATIONSHIP BETWEEN THE PARTIES AND ASSIGNMENT**

- (a) Nothing in this Agreement creates a partnership, joint venture, relationship of employment, agency or similar relationship between the parties.
- (b) Unless express written consent is given by Schindler, this Agreement is not assignable by Supplier.

## **21. GOVERNING LAW**

This Agreement will be governed by and interpreted in accordance with the laws of New South Wales and the parties submit to the jurisdiction of the courts of that State.

**22. COUNTERPARTS**

This Agreement may be executed in counterparts. All of such counterparts constitute the same Agreement.

**Executed** as an Agreement on [**date**].

)  
)  
)  
)  
)

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Authorised officer signature

\_\_\_\_\_  
Witness full name (*print please*)

\_\_\_\_\_  
Authorised officer full name (*print please*)

**EXECUTED** by [*insert name of Contractor*]  
[*insert ACN of Contractor*] by its duly  
authorised officer in the presence of:

)  
)  
)

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Authorised officer signature

\_\_\_\_\_  
Witness full name (*print please*)

\_\_\_\_\_  
Authorised officer full name (*print please*)



# ANNEXURE A TO SCHEDULE 1

## PART 1

### (a) Supplier's obligations in relation to Goods

The supplier must provide all good required to Carry out the nominated service

- (i) **Goods details:** As required to maintain equipment
- (ii) **Minimum quantity to be supplied:**

Description of Good	Quantity
INSERT	All Goods required to meet service requirements under EN13015 & AS 1735

- (iii) **Delivery date and time:**
- (iv) **Site for delivery:**
- (v) **Goods specifications:**
- (vi) **Testing requirements:** If required, as per the regulated and legislated requirements and not limited to ( AS1735 & EN13015)

### (b) Supplier's obligations in relation to the Services

Refer to Annexure C

- (i) **Description of Services:**
- (ii) **Technical Specifications:**
- (iii) **Site description:**
- (iv) **Period of supply:**

### (c) Warranty Period

Milestone	Description	Due date
One(1)	Achieving a satisfactory rate or above as assessed by Schindler representative in undertaking Schindler' program of servicing for	Quarterly from contract commencement or any time prior if the event warrants such.

### (d) Payment Schedule

Sr. No.	Payment Milestone	Amount Payable (excluding GST)
1.	In accordance with the agreed servicing regimes	Fee for services including any deductions made under the performance weighting criteria in Annexure B
2.	N/A	
3.	N/A	

### (e) General

<b>Date for practical completion</b>	<i>In accordance of contract term</i>
<b>Invoice address</b>	
<b>Invoicing date</b>	<i>[ 10 business day of the subsequent month ]</i>
<b>Supplier's representative:</b>	Name: [ <i>insert</i> ] Designation: [ <i>insert</i> ] Address: [ <i>insert</i> ] Phone: [ <i>insert</i> ] Fax: [ <i>insert</i> ] Email: [ <i>insert</i> ]

<b>Schindler representative (normally a Principal or senior officer)</b>	Name: Address: Email:
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**PART 2 - PAYMENT**

**(a) Price of Goods**

Description of Goods	Rate	Amount Payable (excluding GST)
Lifts, Escalators & Walkways	[TBC]	[TBC]
[insert]	[insert]	[insert]
[insert]	[insert]	[insert]

**(b) Fees for Service**

Description of Service	Rate	Amount Payable (excluding GST)
Lifts, Escalators & Moving Walkways	Fee for services including any deductions made under the performance weighting criteria in Annexure B	Fee for services including any deductions made under the performance weighting criteria in Annexure B
[insert]	[insert]	[insert]
[insert]	[insert]	[insert]

**(c) Total Payment**

Total sum payable as determined by Schindler Representative for services including any deductions made under the performance weighting criteria in Annexure B

## ANNEXURE B

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### Performance weighting assessment

Excellent	$\geq 90\%$
Satisfactory	$\geq 70\%$ < 90%
Poor	< 70%

Rating	Penalty
1st Poor result	Corrective action issued to service provider
2nd Poor result	5% reduction of total invoice value - Correction action issued
3rd Poor result	5% reduction of total invoice value - Correction action issued
4th Poor result	10% reduction of total invoice - Correction action issues & notice of intent to terminate
5th Poor result	Termination on poor performance

Note;

Performance indicators shall be established and agreed upon by both parties within the first 3 months of contract commencement. Performance measures within this document and that of the RFT document date 1 August 2022 remains unchanged.