

10 April 2020

SUPPLY OF HAND SANITISER

Product	Hand Sanitiser
Product detail	500ML – Flip Top <ul style="list-style-type: none"> • 'Liquid Hand Sanitiser SDS.pdf' 50ML / 100ML / 150ML Bulk Pack <ul style="list-style-type: none"> • 'Gel Hand Sanitiser SDS.pdf'
Quantity	500ML – Flip Top: [REDACTED] 50ML Bulk Pack: [REDACTED] 100ML Bulk Pack: [REDACTED] 150ML Bulk Pack: [REDACTED]
Unit Rate	500ML – Flip Top: [REDACTED] (Ex GST) 50ML Bulk Pack: [REDACTED] (Ex GST) 100ML Bulk Pack: [REDACTED] (Ex GST) 150ML Bulk Pack: [REDACTED] (Ex GST)
Manufactured	Australia
Shipped to	Sydney Metropolitan
Shipping method	Road
Lead time	Per 'Delivery Schedule' below
Payment Terms	<p>Upfront deposit of [REDACTED] total order: [REDACTED] (Ex GST) due immediately.</p> <p>Balance payments in accordance with 'Payment Schedule' below.</p> <p>Delivery costs are excluded and will be passed through at cost by BGIS.</p> <p>Method: EFT</p> <p>BANK: ANZ Bank Account Name: BGIS Pty Ltd BSB Number: [REDACTED] Account Number: [REDACTED] Branch Address: [REDACTED] SWIFT code: [REDACTED]</p>
Special Conditions	The terms set out in Appendix 1, this quotation and the applicable purchase order constitute the entire Contract between the parties.
Delivery detail	Refer 'Delivery Schedule'
Testing Certifications	500ML – Flip Top <ul style="list-style-type: none"> • 'Liquid Hand Sanitiser – Technical Data Sheet.pdf' 50ML / 100ML / 150ML Bulk Pack <ul style="list-style-type: none"> • 'Gel Hand Sanitiser – Technical Data Sheet.pdf'
Total Cost	\$54,074,000 (Ex. GST)

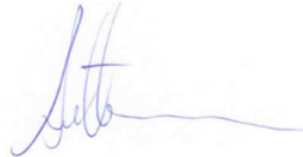
		Commencing - UNITS
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Amount (Ex GST)	Description	Payment Date
\$ [REDACTED]	Deposit	Payable Immediately
\$ [REDACTED]	April Volume Balances	Must be paid by no later than Wednesday 6 May 2020
\$ [REDACTED]	May Volume Balances	Must be paid by no later than Wednesday 3 June 2020
\$ [REDACTED]	June Volume Balances	Must be paid by no later than Friday 26 June 2020
\$ 54,074,000.00	TOTAL	

Offer on behalf of**BGIS Pty Ltd (ABN 83 064 638 197)** on 10 April 2020**Signed for and on behalf of BGIS Pty Ltd**

by its duly authorised officer:

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**Name of Authorised Officer****Position****Quotation accepted on behalf of****Transport for NSW (ABN 18 804 239 602)** on

10 April 2020

Signed for and on behalf of Transport for NSW

by its duly authorised officer:

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**Name of Authorised Officer****Position****APPENDIX 1: PURCHASE ORDER TERMS**

Entire Contract: These terms and any Purchase Order provided will together form a binding contract and comprise the complete contract between BGIS and the Client in respect of the Supplies ('Contract'). Other than as expressly set out in the Purchase Order, no confirmation tender, quotation, delivery document, representation by the Client or any other document will vary this Contract.

Interpretation: In this Contract:

1. **'BGIS'** means the BGIS entity named on the relevant Purchase Order;
2. **'Business Day'** means a day that is not a Saturday, or a Sunday, or a public holiday in the city or region, and any day falling in the period commencing on 24 December in any year and ending on 5 January in the following year (both days inclusive);
3. **'Client'** means the client this quote is provided to;
4. **'Purchase Order'** means a purchase order provided to BGIS by the Client, constituting acceptance of this quote and these terms;
5. **'Supplies'** means the products or other supplies to be provided by BGIS as expressed in, necessarily implied from or contemplated by this Contract and includes agreed variations;
6. Any other term which starts with a capital letter and used in these standard terms will have the meaning given to it in the Purchase Order.

Standard of Supplies: BGIS makes no warranty in relation to the Supplies other than as contained in these terms or as prescribed by a law. As BGIS is not the manufacturer of the products provided or to be provided, as far as the law allows the only warranties available to you are the standard third party manufacturer warranties.

Price: Is as set out in the quote and unless otherwise stated, excludes GST, taxes and freight and transportation.

BGIS: will use its reasonable endeavours to deliver Supplies to the Client by the date agreed but will not be liable in connection with any delays in delivery caused by matters beyond its control. Freight and other transportation charges incurred by BGIS in delivering Supplies to the Client will be invoiced to the Client at cost unless quoted otherwise.

Risk: Risk of loss, theft, damage, deterioration or destruction of Supplies passes to the Client upon the earlier of:

- (a) delivery to the Client;
- (b) the taking of possession by the Client; and
- (c) delivery to any carrier contracted to the Client for delivery to the Client

Title: Until the Supplies have been paid for in full, they remain the property of BGIS. This right is without prejudice to any other rights that BGIS may have.

Payment: BGIS will invoice the Client for the amounts payable as set out in the quote or if nothing is listed then upon receipt of a Purchase Order and amounts will be payable.

Acceptance: Subject to law, the Client is deemed to have accepted the relevant supply on delivery.

Term: This Contract becomes binding between BGIS and the Client when BGIS receives (including electronically) a Purchase Order resulting from this quote and the term of this Contract is a period commencing on the date of this Contract, and expiring on Contract fulfilment.

Termination:

If the Client:

- (a) makes default in any payment or breaches any of these terms;
- (b) becomes unable to pay its debts as and when they fall due; or
- (c) commits an act of bankruptcy or, being a company, enters into liquidation or provisional liquidation whether compulsory or voluntary or compounds with its creditors generally or has a receiver or receiver manager or administrator appointed over all or part of its assets or passes a resolution for winding-up or a petition is presented for its winding-up,

Then, BGIS may without prejudice to any of its rights or remedies under these terms or otherwise by notice to the Client:

- (i) suspend further supply upon written notice of one Business Day;
- (ii) recover possession of any product for which payment has not been made;
- (iii) terminate all or any purchase orders for Supplies which have been accepted by BGIS;
- (iv) continue to enforce its rights and recover from the Client such payments and any other amounts owing as and when they fall due.

No Representations:

The Client acknowledges:

- (a) BGIS has not made any warranty or representation, express or implied, in relation to the Supplies, including whether they are suitable for a particular purpose (whether such purpose was made known to BGIS or not);
- (b) it accepts the risk in the Supplies when its delivered to you, and the ownership will pass to you on full payment; and

- (c) It cannot pass on any warranty to a third party except to the extent that the manufacturer provides a warranty or warranties with respect to the Supplies.

No implied terms:

To the fullest extent permitted by law, the parties agree to exclude any terms which would otherwise be implied into these terms by any statute. If a condition or warranty is implied into this Contract by a law which cannot be excluded, BGIS liability is limited (at BGIS option) to:

- (a) the replacement or repair of the goods or the payment of the cost of having the goods replaced or repaired, in the case of supply of goods; or
- (b) the supply of the services again or the payment of the cost of having the services supplied again, in the case of supply of services.

Confidential Information: BGIS and the Client agree that they will keep at all times as strictly confidential any confidential information that is disclosed or provided by one party to the other acquired in connection with, or during the performance of the Supplies except for the purpose of carrying out the Supplies and as required by law.

Limitation of Liability: To the extent permitted by law, all express or implied warranties, representations, statements, terms and conditions relating to BGIS or the provision of Supplies under these terms, not expressly set out in these terms, are excluded from the Contract between the parties.

Notwithstanding the balance of this the terms and subject to law and which survive termination of this Contract and the completion of the Supply:

- (a) BGIS' aggregate liability for all claims, demands, proceedings, allegations under or in connection with this Contract, whether arising from under contract, negligence or any other tort, warranty, under an indemnity, applicable laws (to the extent such can be contracted out of), in equity or otherwise is limited to the amount BGIS recovers from the manufacturer; and
- (b) BGIS has no liability to the Client for any incidental, indirect, special or consequential loss or damage, or for loss of or corruption of data, loss of use, loss of revenues (including future or anticipated revenue), profits (including future or anticipated profit), loss of goodwill, loss of bargain, opportunities or anticipated savings, loss of opportunity and loss of plant or facility or in connection with special or punitive damages.

Law:

No leniency, indulgence or extension of time granted by BGIS to the Client will prejudice any of BGIS rights in any way or constitute a waiver of any BGIS rights. If any of these terms are for any reason declared to be or become unenforceable, invalid or illegal, the remaining terms will remain in full force and effect. This Contract is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales. These terms, the applicable quotation and the purchase order constitute the entire Contract between the parties on the subject matter and supersede any previous understanding or agreement on that subject matter.