

Standard Supply Agreement

Where a "product" (as specified in the schedule below) is not covered by a formally signed and executed agreement between Armada Solutions Pty Ltd and ANY "client" (as specified in the schedule below) this standard set of terms and conditions will become the minimum legal agreement between Armada Solutions Pty Ltd and the "client" for supply of that "product".

In the event a formally signed and executed agreement exists and relates to the supply of the "product" and is current between the "client" and Armada Solutions Pty Ltd this agreement has no force or effect.

Schedule

ANY person, firm, business, corporation or entity who or which is or was a client, supplier, financier, or associate who purchases ANY services and or goods from Armada Solutions Pty Ltd.	Hereafter referred to as "client"
ANY person, firm, business, corporation or entity who or which is or was an associate, employee or contractor of Armada Solutions Pty Ltd.	Hereafter referred to as "nominated personnel"
The date from which Armada Solutions Pty Ltd commences or commenced the supply of ANY service and or goods to the "client" until the date at which Armada Solutions Pty Ltd and "client" agreed in writing that the supply of ANY service and or goods would be completed.	Hereafter referred to as "term"
The fee charged by Armada Solutions Pty Ltd to supply ANY services and or goods to "client" as shown on each invoice that is presented to "client".	Hereafter referred to as "fee"
The services and or goods to be supplied by Armada Solutions Pty Ltd through the actions of "nominated personnel" to "client" as agreed in writing including but not limited to email correspondence before or after commencement of supply of services and or goods.	Hereafter referred to as "product"

1 Nature of Engagement

- 1.1 Armada Solutions Pty Ltd agrees to provide to "client" the "product" as specified in this contract.
- 1.2 Unless otherwise agreed in writing during the course of the engagement, the provision of the "product" by Armada Solutions Pty Ltd to "client" will be performed by "nominated personnel" as specified in the schedule to this agreement.

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- 1.3 The relationship between the "client" and "nominated personnel" provided by Armada Solutions Pty Ltd will be a relationship of Client and Contractor. Under no circumstances should the relationship be implied as one of employer and employee.

2 Term of Engagement

- 2.1 The provision of the "product" will be provided for a period of "term" as specified in the schedule to this agreement.
- 2.2 The "term" may be extended by written agreement between Armada Solutions Pty Ltd and "client".

3 Fee for Provision of the "product"

- 3.1 The fee for Armada Solutions Pty Ltd to supply the "product" to "client" will be "fee" excluding GST as specified in the schedule.
- 3.2 This fee is subject to any additional Government imposed taxes and charges during the "term".
- 3.3 "client" will reimburse Armada Solutions Pty Ltd for any direct expenses incurred in relation to the provision of the "product", which may include, but are not limited to the following;
- travel expenses incurred while performing agreed duties, excluding travel private in nature (ie: travel to work and from work to home).
 - Supply of materials or equipment while performing agreed duties.
 - In the case of goods, shipping and handling charges.
- 3.4 In the event the "product" is labour, the "client" shall pay the hourly charges of Armada Solutions Pty Ltd for all hours worked by the "nominated personnel".
- 3.5 In the event the "product" is labour, the "client" will sign weekly timesheets to approve the hours worked by "nominated personnel".
- 3.6 Armada Solutions Pty Ltd (not the client) will be responsible for all payments of wages and other remuneration of "nominated personnel". Armada Solutions Pty Ltd will also be responsible for all payments of any statutory contributions such as Workers Compensation Insurance, Payroll tax and superannuation contributions.
- 3.7 The "fee" will be payable upon receipt of an invoice from Armada Solutions Pty Ltd.

4 Supervision in the event the "product" is Labour

- 4.1 The "nominated personnel" is deemed to be under the direction, care and control of "client" from the time they report to take up duties for the duration of "term".
- 4.2 "Client" will provide adequate supervision and direction at all times to "nominated personnel".

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- 4.3 "Client" will have adequate review processes in place to ensure satisfaction with the "nominated personnel's work at all times.
- 4.4 Once the "client" has approved and signed a timesheet for "nominated personnel", Armada Solutions Pty Ltd does not entertain any claim of unsuitability or poor work.

5 Quotations and Proposals

- 5.1 All quotes and proposals are valid for a period of 15 days from date of issue unless specified otherwise.
- 5.2 Errors and omissions are excepted.
- 5.3 Pricing is based on the quantities provided at the time of the quote. If a different quantity is ordered, Armada Solutions expressly reserves the right to revise the pricing.
- 5.4 Where shipping is required, costs are generally unknown at time of order or quote, these costs may vary after an order is placed. Armada Solutions may at its sole discretion alter shipping costs after an order is placed unless specific fixed price shipping costs are agreed to in writing before the order is placed.

6 Payment of Invoices

- 6.1 Armada Solutions Pty Ltd will invoice "client" on a monthly basis.
- 6.2 In the event the "product" is labour, Armada Solutions Pty Ltd will invoice "client" based on approved timesheets and any additional expenditure incurred by "nominated personnel" to complete duties.
- 6.3 Armada Solutions Pty Ltd provides credit terms of 14 days from date of invoice.
- 6.4 Should the "client" not pay within agreed credit terms, Armada Solutions Pty Ltd may choose to levy late payment penalty interest as specified on invoice until said invoice is paid.
- 6.5 Charges shall accrue daily until outstanding balance is paid.

7 OH&S Objectives

- 7.1 Armada Solutions Pty Ltd will provide a work environment that is safe and without risk to the health and safety of Employees, sub-contractors and visitors. All levels of management, Employees and contractors will participate in and exercise individual responsibility for their own safety and for the safety of all others in workplaces.
- 7.2 An OH&S management system in accordance to AS4801 is implemented to:
- 1) comply, as a minimum standard, with all relevant statutory obligations;
 - 2) continuously improve Occupational Health and Safety (OH&S) performance;

3) provide adequate resources to establish and maintain safe systems of work; and

4) provide adequate injury management resources to ensure a timely and safe return to work.

7.4 "Client" will ensure that when "nominated personnel" provided by Armada Solutions work on "client" premises the above objectives are maintained in respect of the "nominated personnel" provided.

8 Employment of "nominated personnel" Provided by Armada Solutions Pty Ltd

8.1 If within 12 months of the ending of an engagement for Armada Solutions Pty Ltd to provide contracted labour to "client", the "client" (or any third party including but not limited to a "client" or supplier, of the "client") wishes to engage the contractor, in any capacity, other than through Armada Solutions Pty Ltd, the following will apply;

- The "client" shall pay a fee to Armada Solutions Pty Ltd.
- The fee will be by negotiation, however the minimum fee will be "fee" x 40 (hrs) x 12 (weeks). This represents 3 calendar months of payment for "nominated personnel".
- The "client" agrees that this is a fair and reasonable sum to pay Armada Solutions Pty Ltd as a finders fee for the resource.

9 Terms and Conditions

9.1 The terms and conditions contained within this agreement shall apply, unless otherwise agreed in writing to the exclusion of and shall prevail over all and any other terms.

9.2 This agreement supersedes all previous written, verbal or implied terms, conditions and representations, and is the entire agreement between Armada Solutions Pty Ltd and "client" in relation to "nominated personnel" and or "product".

9.3 No Variation shall be made to these terms without the prior written consent of a Director of Armada Solutions Pty Ltd and "client".

9.4 If a provision of this agreement is found to be invalid or voidable the remainder of this agreement has full force and effect.

9.5 Neither this agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either Armada Solutions Pty Ltd or "client" without written approval by both parties.

9.6 Whilst all reasonable care is taken, Armada Solutions Pty Ltd does not provide ANY warranty or make-good on "product" unless specifically agreed to in writing BEFORE the commencement of "term".

9.7 The total cumulative liability under this Agreement for all causes of action in any calendar year, whether arising in contract, negligence or otherwise is limited to

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- the amount paid by "client" under this Agreement in the calendar year in which the cause of action arose.
- 9.8 Armada Solutions Pty Ltd's liability to "client" for breach of any Non-excludable Condition (other than one implied by section 69 of the Trade Practices Act 1974 (Cth)) is limited at Armada Solutions Pty Ltd's option, to re-supply of the Services or payment of the cost of resupplying the Services.
- 9.9 In the event that "product" is goods, "product" is sold on a no returns basis unless specifically agreed to in writing BEFORE the commencement of "term".
- 9.10 In the event that "product" is ongoing contracted services (e.g. leased internet communication lines, software as a service, phone lines etc), "product" may have a mandatory contract length. The contract length will be clearly written on Invoices supplied by Armada Solutions to "client". In the event "client" no longer requires the "product" the remaining contract term must be paid out in full as if the "product" was supplied for the entire remaining contract length, unless specifically agreed otherwise in writing BEFORE the commencement of "term".
- 9.11 The law of New South Wales governs this Agreement.
- 9.12 Should any part of this Agreement be or become invalid, that part shall be severed from this Agreement. Such invalidity shall not affect the validity of the remaining provisions of the Agreement.

I have read and understood the above agreement and agree to be bound by its terms and conditions;

- when I make payment on ANY invoice I pay relating to this agreement, or
- when I place an order with Armada Solutions Pty Ltd for ANY "product".

I declare that I am an authorised person acting on behalf of "client".