

These terms and conditions apply whenever a Supplier supplies Goods and/or Services to SCHÜTZ Australia Pty Ltd ACN 090 995 958 (SCHÜTZ).

1. DEFINITIONS

In these terms and conditions:

"Agreement" has the meaning given in clause 2;

"Business Day" means any day which is not a Saturday, Sunday or public holiday in Melbourne, Victoria;

"Confidential Information" means:

- (a) the terms and conditions of this Agreement;
- (b) any information relating to SCHÜTZ's business or affairs and includes, without limitation, any:
 - (i) trade secrets, know-how, scientific and technical information;
 - (ii) product, customer, marketing or pricing information;
 - (iii) Intellectual Property Rights of SCHÜTZ;
 - (iv) the Specifications; and
 - (v) any other information which SCHÜTZ notifies the Supplier is confidential, which SCHÜTZ has disclosed (or will disclose) to the Supplier;

"Consequential Loss" means any loss, damage or costs incurred by SCHÜTZ that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity;

"Customer" means any customer who engages SCHÜTZ to provide goods or services.

"Defective Goods" and/or **"Services"** means:

- (c) Goods and/or Services that are not in conformity with this Agreement or are not to Specification; or
- (d) in the case of Goods are defective in design, performance, workmanship, makeup or are the subject of a product recall;

"Document" includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program or record, circuit, circuit layout, drawing, specification, material, photocopy, scanned copy or any other means by which information may be stored or reproduced;

"Goods" means any goods manufactured and/or supplied by the Supplier to SCHÜTZ, as specified by SCHÜTZ in a Purchase Order and accompanying Specifications and as amended by written agreement by both SCHÜTZ and the Supplier;

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999;

"Insolvent" means in respect of a party, that party:

- (a) takes or has taken against it any action for the winding up of a party or the placing of a party under external administration or has an administrator or controller appointed over any of its assets;
- (b) allows any judgement against that party to remain unsatisfied for 14 days without taking formal steps to have the judgment set aside; or
- (c) has execution levied against any of that party's assets;

"Intellectual Property Rights" include:

- (a) any copyright (including future copyrights), patent, trade mark (whether registered or not), registered design or other design right, and any right to apply for the grant or registration of the same; and
- (b) any rights in respect of an invention, discovery, novel design, trade secret, confidential information, know-how, concept, idea, information, data or formula;

"Law" means:

- (a) legislation, ordinances, regulations, by-laws, orders, awards, proclamations, directions and practice notes of the Commonwealth, a State or Territory or any government agency; and
- (b) certificates, licences, consents, permits, approvals, qualifications, registrations, standards and requirements of organisations having jurisdiction in connection with the construction, installation, commissioning, testing and delivery of any Goods under this Agreement.

"Loss" means all actions, claims, costs (including legal costs on an indemnity basis), damages, expenses, interest, liabilities, losses, (including Consequential Loss);

"Moral Rights" means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, rights to alter or delete all or part of the works, rights to use the works or an adaptation of the works and rights of a similar nature conferred by statute anywhere in the world.

Price means the price for supply of Goods and/or Services specified in the Purchase Order;

"Purchase Order" means a purchase order issued by SCHÜTZ in which the specific details of the Goods and/or Services' order are contained (including any Special Conditions and/or Specifications attached);

"Representative" means an officer, employee, agent, contractor and subcontractor of any party (but excluding the other party to this Agreement);

"SCHÜTZ Equipment" has the meaning given to it in clause 16;

"Services" means any services performed or supplied by the Supplier to SCHÜTZ, as specified by SCHÜTZ in a Purchase Order and accompanying Specifications and as amended by written agreement by both SCHÜTZ and the Supplier;

"Site" means the venue or address specified in the Purchase Order or if no venue or address is specified the address shall be 13-15 Burr Court, Laverton North, Victoria;

"Special Conditions" means any special conditions agreed in writing by SCHÜTZ and the Supplier that accompany a Purchase Order;

"Specifications" mean any goods/services specification attached to, or otherwise accompanying, the Purchase Order by SCHÜTZ;

"Supplier" means the person or entity who is supplying the Goods and/or Services to SCHÜTZ, the details of which are set out in the Purchase Order;

"Tax" means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding which is assessed, levied, imposed or collected by any government agency and includes any interest, fine, penalty, charge, fee or other amount imposed in respect of any of the above (but excludes income tax and GST);

"Tax Invoice" has the meaning given to it in the GST Act; and

"Term" has the meaning given to it in clause 12.

2. AGREEMENT

2.1 These terms and conditions (including any Special Conditions and Specifications) together with the Purchase Order constitute the agreement between the Supplier and SCHÜTZ relating to the supply of Goods and/or Services by the Supplier to SCHÜTZ (Agreement).

2.2 If there is any inconsistency between various components of this Agreement, the order of precedence of those component parts is as follows:

Ranking Document

1. the Purchase Order

2. the Specifications

3. the Special Conditions

4. these terms and conditions

with the higher ranked components prevailing over the lower ranked components, to the extent of any inconsistency between them.

3. PERFORMANCE BY SUPPLIER

3.1 The Supplier must supply the Goods and/or Services in accordance with the terms of this Agreement.

3.2 The Supplier must fulfil all Purchase Orders made by SCHÜTZ for the Goods and/or Services during the Term. SCHÜTZ may at any time suspend, cancel or vary a Purchase Order by notice to the Supplier. If SCHÜTZ suspends, cancels or varies a Purchase Order, the Supplier must cease the supply of Goods and/or Services requested under such suspended, cancelled or varied Purchase Order in the manner required by SCHÜTZ and comply with any new Purchase Order as set out in that Purchase Order or otherwise directed by SCHÜTZ. SCHÜTZ shall pay the Supplier's actual reasonable and direct costs (as reasonably determined by SCHÜTZ) for any Goods and/or Services completed (or partially completed) at the date of a cancellation of a Purchase Order under this clause which cannot otherwise be used by the Supplier in its business.

3.3 This Agreement applies to all Goods and/or Services provided by the Supplier and overrides any quotes, invoices or other documentation exchanged between the parties whether or not such documents expressly provide that they override this Agreement.

3.4 SCHÜTZ's Purchase Order is the only form recognised by SCHÜTZ as authority for charging Goods and/or Services to its account for Goods and/or Services ordered by, and delivered to, or performed for, SCHÜTZ in accordance with this Agreement.

4. DELIVERY OF GOODS AND/OR SERVICES

4.1 The Supplier must supply the Goods to, or perform the Services for, SCHÜTZ at Site.

4.2 The Supplier must pack and mark the Goods in accordance with any statutory requirements, the Purchase Order, the Specifications and all applicable packaging standards of SCHÜTZ as advised to the Supplier from time to time.

- 4.3 The Supplier must use its best efforts to deliver the Goods and/or perform the Services as quickly as possible. If a due date, timeframe for delivery of Goods or the performance of the Services, is specified in the Purchase Order, the Supplier must deliver the Goods and/or perform the Services, by that due date or within that timeframe, as applicable. If a Lead Time is specified in the Purchase Order, the Supplier must supply the Goods no later than the specified Lead Time and SCHÜTZ must not specify a Delivery Date that is earlier than the specified Lead Time. The Supplier acknowledges that time is of the essence in this Agreement.
- 4.4 The Supplier must notify SCHÜTZ as soon as it becomes aware of any anticipated delay or failure in the supply of the Goods and/or to perform the Services. The Supplier must take reasonable steps to ensure that its supply line is able to meet its commitments for the purpose of any supply under this Agreement.
- 4.5 SCHÜTZ is not obliged to:
- buy a minimum quantity of Goods and/or Services (unless otherwise agreed);
 - exclusively purchase Goods and/or Services from the Supplier;
 - maintain or exceed any quantities forecast by SCHÜTZ; or
 - accept or pay for any Goods and/or Services delivered in excess of the quantity or quantities specified in the Purchase Order.
- 5. SERVICE STANDARDS**
- 5.1 The Supplier must supply the Goods and/or Services:
- with due care and skill using that standard of diligence that would reasonably be expected from a prudent, expert and experienced provider of goods and/or services which are similar to the Goods and/or Services in Australia;
 - using appropriately qualified and trained Representatives of the Supplier; and
 - to the reasonable satisfaction of SCHÜTZ.
- 5.2 The Supplier shall and shall ensure that its Representatives, in supplying the Goods and/or Services:
- comply with the requirements of all relevant Laws including without limitation all applicable chain of responsibility Laws; and
 - comply with all directions and advice from SCHÜTZ, any agents, employees or contractors of SCHÜTZ in relation to the conduct of the Supplier and its Representatives at the Site.
- 5.3 The Supplier acknowledges that SCHÜTZ may eject or exclude any or all objectionable persons from the Site.
- 6. WARRANTIES**
- 6.1 The Supplier represents, undertakes and warrants to SCHÜTZ that:
- the Goods match the description and performance criteria required by SCHÜTZ and conform to Specifications, drawings and any other descriptions supplied, or agreed to, by SCHÜTZ and where the Supplier has given SCHÜTZ a sample or demonstration model of the Goods, corresponds with that sample or demonstration model in terms of quality, state and condition;
 - the Goods and/or Services are fit for the purpose for which goods/services of the same kind are commonly supplied and for any other purpose which SCHÜTZ made known to the Supplier before entering into this Agreement;
 - the Goods are free of defects and are of merchantable quality;
 - where the Supplier is an Australian supplier, the Goods comply with all Laws and best industry practices and where the Supplier is not an Australian supplier that it complies with all relevant and applicable importation and customs laws in connection with the supply of the Goods;
 - the Supplier and where applicable the Supplier's Representatives hold all relevant licenses, permits and authorities required in relation to the supply of the Goods and/or Services;
 - the Goods and/or Services comply with this Agreement, including for the avoidance of doubt, the Specifications and any specific requirements set out in the relevant Purchase Order and/or Special Conditions;
 - it will comply with all mutually agreed SCHÜTZ management reporting requirements and other SCHÜTZ policies of which SCHÜTZ may notify the Supplier from time to time; and
 - it will obtain the written approval of SCHÜTZ before implementing any changes to its operations or processes which are likely to have a material effect upon the supply of the Goods and/or Services to SCHÜTZ;
 - it will not do anything that might reasonably be expected to prejudice the integrity, goodwill or reputation of SCHÜTZ;
 - it will not engage in deceptive, misleading, illegal or unethical practices in relation to, or that are or might be detrimental to a Purchase Order, SCHÜTZ or the public in connection with the Agreement;
 - it will not make or authorise representations or statements or engage in other conduct that is, or is likely to be false or misleading in respect of a Purchase Order or SCHÜTZ;
 - the supply of the Goods, and the subsequent use or on-sale of the Goods, will not infringe the Intellectual Property Rights of any third person;
 - the Supplier has complete ownership of the Goods free of any encumbrances and supplies the Goods to SCHÜTZ on that basis;
 - the Price payable by SCHÜTZ is no less favourable than the price paid by other purchasers of similar Goods and/or Services in similar circumstances; and
 - it is not a trustee of a trust.
- 6.2 The warranties given under clauses 6.1 survive any expiry or termination of this Agreement.
- 6.3 The Supplier must obtain warranties from the Supplier's Representatives in respect of any work supplied or material supplied by those Representatives in connection with the Goods and/or Services:
- on terms similar to those set out in this agreement (including those warranties set out in clause 6.1);
 - on terms reasonably required by SCHÜTZ;
 - which survive any expiry or termination of this Agreement; and
 - which include SCHÜTZ as a named beneficiary.
- 6.4 The Supplier agrees that a warranty from a Representative of the Supplier will not limit, restrict or affect in any way the Supplier's obligations (including its warranties or liability) under this Agreement.
- 7. DEFECTIVE GOODS AND/OR SERVICES**
- 7.1 The Supplier must only supply Goods and/or Services that conform in all respects with the requirements set out in clauses 5 and 6.
- 7.2 The Supplier acknowledges that SCHÜTZ is not required to conduct any inspection or testing of the Goods prior to use and the Supplier waives any right to require SCHÜTZ to conduct an inspection of the Goods on or after delivery.
- 7.3 If SCHÜTZ, through inspection or testing or otherwise, determines that any Goods and/or Services are Defective Goods and/or Services, SCHÜTZ may reject the Defective Goods and/or Services by returning them to the Supplier at the Supplier's cost.
- 7.4 At SCHÜTZ's option and request, the Supplier must:
- refund to SCHÜTZ any payments made by SCHÜTZ in respect of any Defective Goods and/or Services that it rejects; or
 - make good free of charge any Defective Goods and/or Services that SCHÜTZ rejects.
- 7.5 SCHÜTZ's payment for or inspection, testing, rejection or acceptance of, some or all of the Goods and/or Services does not:
- change or affect the Supplier's obligations or liabilities under this Agreement; or
 - affect SCHÜTZ's rights to claim for any Loss it may suffer under clause 14.
- 7.6 The rights and obligations in this clause 7 survive the termination or expiration of this Agreement.
- 7.7 In addition to the obligations set out in this clause 7, if the Supplier is not the manufacturer of the Goods, it must provide manufacturer warranties in respect of the Goods which mirror those that the Supplier is required to give Customer in respect of the Goods, provided however that such warranty defect period under such warranties shall not be required to exceed a period of 10 years from the date of delivery.
- 8. PRICE**
- 8.1 SCHÜTZ must pay the Supplier the Price for the Goods and/or Services supplied to, and accepted by, SCHÜTZ.
- 8.2 The Price remains fixed for the Term.
- 8.3 Unless otherwise specified in the Purchase Order or the Special Conditions, the Price is inclusive of:
- all charges for freight, packaging, packing, wrapping, cartons, storage, handling, insurance and delivery of the Goods in accordance with this Agreement; and
 - all Taxes.

9. INVOICING AND PAYMENT

- 9.1 The Supplier must provide SCHÜTZ with a Tax Invoice on or within 14 days after delivery of the Goods and/or the performance of the Services.
- 9.2 Subject to clause 9.3, SCHÜTZ must pay all Tax Invoices received from the Supplier under clause 9.1 within 45 days after the end of the month in which SCHÜTZ receives the Supplier's Tax Invoice (unless agreed otherwise in writing), except where SCHÜTZ:
- (a) exercises its right to reduce the payment under clause 9.3; or
 - (b) disputes the Tax Invoice, in which case:
 - (i) SCHÜTZ may withhold payment of the disputed portion of the invoice value until the dispute is resolved; and
 - (ii) if the resolution of the dispute is that SCHÜTZ is to pay an amount to the Supplier, SCHÜTZ must immediately pay that amount on resolution of the dispute.
- 9.3 SCHÜTZ may set off from any amounts it owes to the Supplier, any amounts the Supplier owes to SCHÜTZ.

10. GST

- 10.1 Any reference in this clause 10 to a term defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- 10.2 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the recipient must pay, in addition to the consideration to be provided under this Agreement for that supply (unless it expressly includes GST) an amount equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply, provided that the supplier has first issued to the recipient a Tax Invoice in respect of that taxable supply.

11. TITLE AND RISK

Title to and risk in the Goods passes to SCHÜTZ when the Goods are delivered to or supplied at the Site in accordance with this Agreement.

12. TERM

This Agreement commences on the earlier of:

- (a) any commencement date set out in the Purchase Order; and
- (b) the date the Supplier commences supply of the Goods and/or Services, and remains in force, unless terminated earlier in accordance with this Agreement, until the earlier of:
 - (c) any end date set out in the Purchase Order; and
 - (d) completion by the Supplier of all its obligations under this Agreement, (Term).

13. TERMINATION

- 13.1 In addition to any other termination rights under this Agreement, either party (Terminating Party) may immediately terminate this Agreement by written notice to the other party if the other party (Defaulting Party):
- (a) breaches this Agreement in a material respect and, in the reasonable opinion of the Terminating Party, the breach:
 - (i) cannot be remedied; or
 - (ii) can be remedied, but is not remedied by the Defaulting Party within 5 Business Days after the Terminating Party gives the Defaulting Party notice of the breach; or
 - (b) becomes Insolvent.
- 13.2 After receipt of a notice of termination under this Agreement, the Supplier must, unless otherwise directed by SCHÜTZ, immediately terminate all work under this Agreement (or the Purchase Order, as applicable) and must:
- (a) terminate all orders and sub-contracts relating to the performance of the work terminated and settle all claims arising out of the termination of such orders and sub-contractors; and
 - (b) transfer title of, and deliver to SCHÜTZ all completed work which conforms in quality to the requirements of this Agreement and does not exceed the amount authorised for production by SCHÜTZ; and
 - (c) return any SCHÜTZ Equipment to SCHÜTZ in the same condition that it was supplied to the Supplier (fair wear and tear accepted).
- 13.3 Upon termination by SCHÜTZ under this Agreement:
- (a) the Supplier's sole and exclusive rights in respect of the termination are limited to the payment of the Price for any Goods and/or Services which have been

completed in accordance with this Agreement and delivered to SCHÜTZ up to the date of termination; and

- (b) SCHÜTZ is not liable to the Supplier in respect of any claims for Loss, interest on claims or for unamortised depreciation costs.

14. LIABILITY AND INDEMNITIES

- 14.1 The Supplier is liable for, and must indemnify SCHÜTZ and SCHÜTZ's Representatives against, any liability or any Loss of any kind suffered or incurred by any of them (including as a result of a third party claim) arising directly or indirectly from:
- (a) the breach of any warranty or any of the other terms of this Agreement by the Supplier;
 - (b) carrying out a recall of Goods supplied by the Supplier, where, in SCHÜTZ's opinion, the recall is required either by Law or in connection with any allegation that the Goods do not conform to the standards specified in this Agreement;
 - (c) any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind caused or contributed to by the Goods and/or Services; or
 - (d) any negligence or wilful act or omission by the Supplier or any of its Representatives in connection with this Agreement.
- 14.2 SCHÜTZ holds the benefit of this indemnity on trust for itself and its Representatives.
- 14.3 The Supplier acknowledges that it is not necessary for SCHÜTZ to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement or to mitigate its Loss.
- 14.4 SCHÜTZ excludes all liability to the Supplier for Consequential Loss.
- 14.5 To the extent permitted by law, SCHÜTZ excludes any liability for:
- (a) Loss suffered by the Supplier and its Representatives under or in connection with these terms and conditions including but not limited any Loss arising (in part or whole) from any fraud, default, delay or breach of any agreement or term, or breach of any law, standard or regulation by any Customer; and
 - (b) act or omission (including negligent or reckless conduct) by the Customer.
- 14.6 To the extent permitted by law, SCHÜTZ is excluded from any liability for any damage or loss of any property belonging to the Supplier, the Supplier's Representatives or a third party.
- 14.7 The aggregate liability of SCHÜTZ for any loss or damage suffered or incurred by the Supplier, for which SCHÜTZ is liable in connection with this Agreement (other than liability for Price due and payable under this Agreement) is limited to an amount equivalent to the total Price paid or properly invoiced and due to be paid under this Agreement by SCHÜTZ in the 3 month period prior to the event giving rise to the Loss occurring.
- 14.8 This clause 14 survives the termination of this Agreement.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Supplier represents and warrants to SCHÜTZ that the supply of the Goods and/or Services to SCHÜTZ, and the subsequent use and any on-sale of the Goods and/or Services by SCHÜTZ, will not:
- (a) constitute a breach of any obligation that the Supplier owes to a third person;
 - (b) constitute a misuse of any person's confidential information; or
 - (c) infringe the Intellectual Property Rights or Moral Rights of any third person.
- 15.2 All Intellectual Property Rights in any materials or Specifications provided by SCHÜTZ to the Supplier for the purposes of this Agreement are either licensed to or are the property of SCHÜTZ and this Agreement does not convey to the Supplier, any right, title or interest in them. The Supplier's only right with respect to SCHÜTZ's Intellectual Property Rights, is the right to use SCHÜTZ's Intellectual Property Rights, to supply the Goods and/or Services in accordance with this Agreement.
- 15.3 The Supplier grants, or must procure the granting to SCHÜTZ of, a non-exclusive, royalty-free licence to use any Intellectual Property Rights owned or used by the Supplier prior to the date of this Agreement for the purposes of the Goods and/or Services, such that SCHÜTZ can enjoy the benefits of the Goods and/or Services.
- 15.4 The Supplier acknowledges that all Intellectual Property Rights:
- (a) in the Specifications are held by SCHÜTZ; and
 - (b) created by the Supplier in the course of the supply of the Goods and/or Services automatically vests in SCHÜTZ.
- 15.5 The Supplier acknowledges that by entering into this Agreement, the Supplier:
- (a) assigns to SCHÜTZ all Intellectual Property Rights created by the Supplier in the course of supplying the Goods and/or Services; and

(b) undertakes to do all things necessary or desirable (including executing all necessary documents) to vest in SCHÜTZ ownership of any Intellectual Property Rights created in the course of the supplying of the Goods and/or Services (which obligation survives the termination of this Agreement).

- 15.6 The Supplier unconditionally and irrevocably consents to, and waives any rights it has or may have in respect of, (and will procure such consents and waivers from its Representatives) any act or omission that would otherwise infringe any Moral Rights in the Goods and/or Services, whether occurring before or after a consent or waiver is given for the benefit of SCHÜTZ, its Representatives, licensees and successors. The Supplier must do all things requested by SCHÜTZ to demonstrate that the Supplier has complied with its obligations under this clause 15.6.
- 15.7 The Supplier must apply all requisite trade marks or logos of the Supplier to the Goods in accordance with the Purchase Order, the Specifications or as may otherwise be requested by SCHÜTZ and must not apply any of its own trade marks or logos to the Goods (unless agreed in writing by SCHÜTZ).

16. SCHÜTZ EQUIPMENT

- 16.1 Any plant, equipment, appliances, tools, tooling, dies or moulds provided by SCHÜTZ to the Supplier (SCHÜTZ Equipment) remains the property of SCHÜTZ and must only be used by the Supplier for the purposes of fulfilling its obligations under this agreement.
- 16.2 The Supplier must keep the SCHÜTZ Equipment in good condition and must compensate SCHÜTZ for any Loss suffered in connection with the Supplier's use, possession or control of the SCHÜTZ Equipment.
- 16.3 The Supplier releases SCHÜTZ in respect of any Loss arising from the use by the Supplier of the SCHÜTZ Equipment.
- 16.4 The Supplier must return to SCHÜTZ on demand any SCHÜTZ Equipment held by it at any given time.

17. INSURANCE

- 17.1 The Supplier must, at its own cost, take out and maintain with a reputable insurer:
- workers compensation insurance, as required by law;
 - public liability insurance in each case for a minimum cover of \$20 million for each claim (or such other maximum cover agreed in writing by the parties) unless varied with the consent of SCHÜTZ;
 - product liability insurance in each case for a minimum cover of \$20 million in aggregate (or such other maximum cover agreed in writing by the parties) in any one policy year; and
 - the SCHÜTZ Equipment against such risks as a prudent owner of the SCHÜTZ Equipment would insure at their full cost price, and note SCHÜTZ as a person to whom the benefit of such insurance policies extend for its respective rights and interests and include an acknowledgement from the insurer that it will notify SCHÜTZ not less than 30 days before cancelling any such insurance policies.
- 17.2 The Supplier must ensure that its Representatives are similarly insured in respect to clauses 17.1(a) and (b).
- 17.3 At SCHÜTZ's request, the Supplier must provide SCHÜTZ with certificates of currency for any relevant insurance policy and any other documentation necessary to satisfy SCHÜTZ that the Supplier is complying with its obligations under this clause 17.

18. CONFIDENTIALITY

- 18.1 Other than as permitted under clause 18.2, the Supplier must not disclose to any person the Confidential Information.
- 18.2 The Supplier may disclose the Confidential Information:
- to its related bodies corporate, its Representative and/or a Representative of its related bodies corporate who need to know the Confidential Information for the purposes of this Agreement (Permitted Disclosees) subject to the Supplier ensuring that any such Permitted Disclosees are fully aware of the confidential nature of the Confidential Information before the disclosure is made; and
 - which is required to be disclosed by Law, provided that it has:
 - given SCHÜTZ prior notice where practicable; and
 - provided all assistance and co-operation which SCHÜTZ reasonably considers necessary for that purpose.
- 18.3 The Supplier must not publicise that it has been engaged by SCHÜTZ.

18.4 The Supplier must procure that all Permitted Disclosee keep the Confidential Information confidential. If required by SCHÜTZ, the Supplier must procure that the Permitted Disclosees execute confidentiality undertakings in favour of SCHÜTZ which impose direct liability on such Permitted Disclosees for a breach of the obligations described in this clause 18. The parties acknowledge and agree that any such undertakings are in addition to and not in substitution of the Supplier's obligations set out in this clause 18.

18.5 The Supplier acknowledges that damages will not be an adequate remedy for the SCHÜTZ for a breach of this Agreement by the Supplier and that SCHÜTZ is entitled to seek specific performance or injunctive relief as a remedy for any breach or threatened breach of this clause 18, as well as any other remedy available at law or in equity.

18.6 This clause 18 survives the termination of this Agreement.

19. PRIVACY

- 19.1 In this clause, all terms used have the meaning given in the Privacy Act 1988 (Cth) as amended from time to time (Privacy Act).
- 19.2 The Supplier must comply with the provisions of the Privacy Act in relation to any personal information provided to the Supplier by SCHÜTZ, or SCHÜTZ's representatives, contractors or Customer(s).

20. PROPORTIONATE LIABILITY

- 20.1 This clause 20 only applies if Goods or Services are being delivered or performed in New South Wales, Western Australia or Tasmania.
- 20.2 The Supplier and SCHÜTZ agree that to the extent permitted by law the operation of Part 4 of the Civil Liability Act 2002 (NSW), Part 1F of the Civil Liability Act 2002 (WA) and Part 9A of the Civil Liability Act 2002 (Tas) are excluded in relation to all and any rights, obligations and liabilities under this agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of agreement or a claim in tort or otherwise.

21. GENERAL

- 21.1 This Agreement is governed by the laws of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of that State and courts entitled to hear appeals from those courts.
- 21.2 This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties in respect of its subject matter.
- 21.3 Waiver of any right arising from a breach of this Agreement must be in writing and executed by the party granting the waiver. A failure to exercise, a delay in exercising, or a partial exercise of, a right created under or arising from a breach of this Agreement does not result in a waiver of that right.
- 21.4 A variation of any term of this Agreement must be in writing and signed by the parties.
- 21.5 Unless otherwise provided in this Agreement, the Supplier must not assign, create an interest in or otherwise deal with its rights or obligations under this Agreement without the prior written consent of SCHÜTZ, which may be withheld by SCHÜTZ in its absolute discretion. A change in the effective control of the Supplier will be deemed to be an assignment of these terms and conditions for the purposes of this clause 21.5.
- 21.6 The Supplier and SCHÜTZ are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other or grant either party any authority to assume or create an obligation on behalf of the other.
- 21.7 Despite clause 21.6, if it is specified on the Purchaser Order that SCHÜTZ makes the Purchase Order as an agent of a Customer and the Customer is named, then SCHÜTZ enters into this Agreement with the Supplier as an agent of the Customer and not in its personal capacity.
- 21.8 Any provision of, or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction. Where a clause in this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- 21.9 The Supplier must not subcontract any or all of its obligations under this Agreement without the prior written consent of SCHÜTZ, which may be withheld by SCHÜTZ in its absolute discretion. Any subcontract consented to by SCHÜTZ will not relieve the Supplier of its obligations under this Agreement.