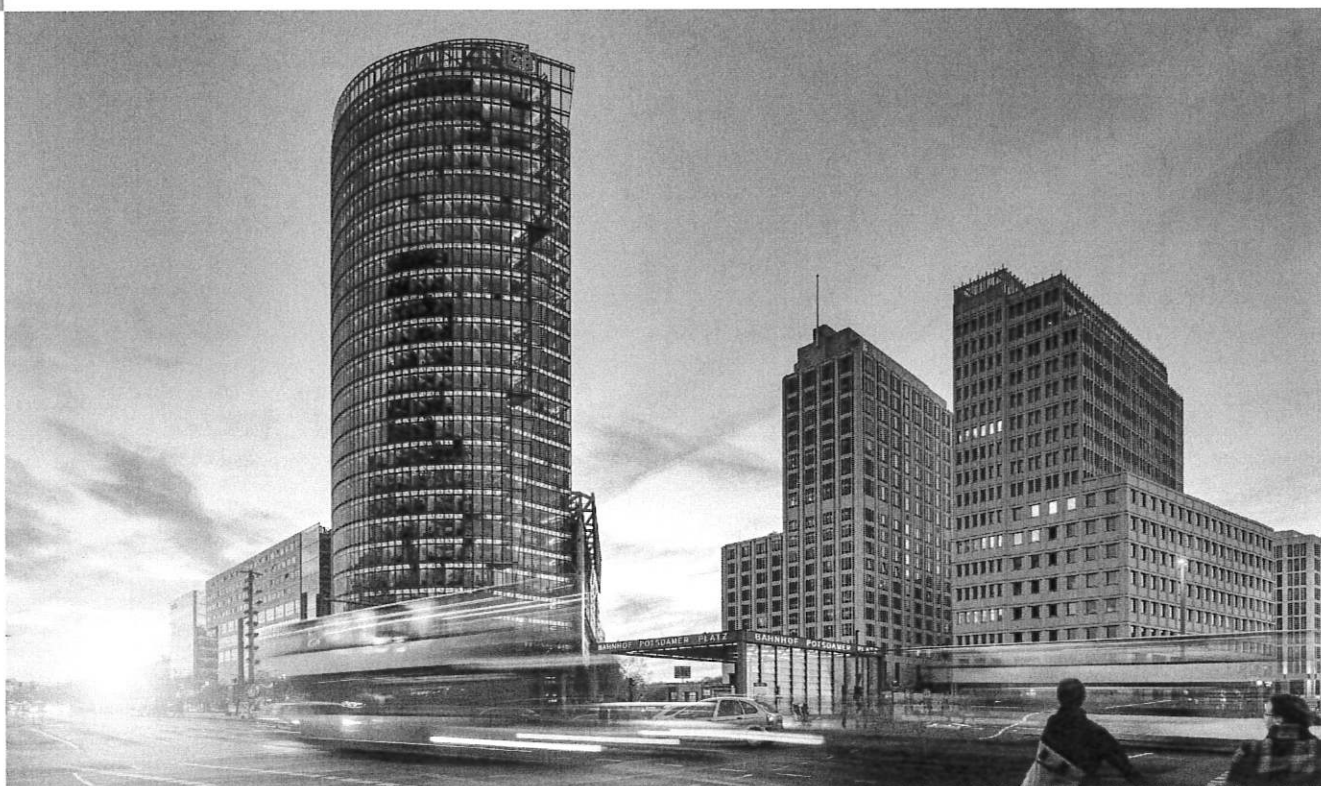




Proposal for HVAC Services

PRESENTED TO The Woolstore

8 Burnham Street, Petone



Meredith Dreyer
The Woolstore
8 Burnham Street
Petone, Lower Hutt

Thursday, 16 March 2023

Dear Meredith,

Proposal – HVAC Maintenance Services

Thank you for the opportunity to provide our proposal for HVAC Maintenance Services to Equans Office at 8 Burnham Street Petone, Lower Hutt

EQUANS partners with our clients to create smarter, safer and more efficient environments. As a global leader in building maintenance services, we understand that each building has unique energy, economic and environmental performance requirements.

Using our global expertise and cutting-edge technology, we will partner with The Woolstore to deliver a tailor-made solution to meet the site's specific needs.

Our solutions are supported by experienced technicians who deliver industry leading service and support. We also offer field service mobility and scheduling, asset management and a convenient customer portal for complete transparency across your building and asset performance.

With the majority of our time spent indoors, a comfortable and compliant environment is a crucial element of your building occupants' health. We have established our credentials in the delivery of services to the retail sectors with similar highly secure and critical contracts.

We have provided our proposal in line with your instructions. If you have any questions, please do not hesitate to contact me.

We look forward to establishing a successful working relationship with The Woolstore.

Yours sincerely,

Andrea Andrews
Branch Manager

EQUANS NZ

8 Burnham Street, Petone, Lower Hutt, Wellington, 5012
equans.com

OUR HVAC SERVICES OFFER

Annual pricing

We have provided our pricing as per your requirements and scope.

\$1,152.00 ex GST per annum

Schedule of rates

We have provided our schedule rates in the table below:

 RATES CARD			
FIRE TECHNICIAN			
NORMAL HOURS	RATE DESCRIPTION	UNIT	RATE
NORMAL HOURS	HOURLY LABOUR RATE	PER HOUR	\$ 106.00
QUALIFIED TECHNICIAN - Gas fitter, HVAC, Refrigeration, Electrical, Plumber			
NORMAL HOURS	RATE DESCRIPTION	UNIT	RATE
NORMAL HOURS	HOURLY LABOUR RATE	PER HOUR	\$ 92.00
AFTER HOURS			
RATE DESCRIPTION		UNIT	RATE
AFTER HOURS - Monday - Friday 5pm - 10pm and Saturday		FIRST 2 HOURS	\$310.00
AFTER HOURS - Monday - Saturday 10pm - 6am, Sunday and Statuary holidays		FIRST 2 HOURS	\$388.00
TRAVEL and SERVICE FEES			
RATE DESCRIPTION		UNIT	RATE
TRAVEL		PER VISIT	\$ 46.00
TRAVEL RATE (over 25km)		KM	\$ 1.50
SERVICE FEE		PER WORK ORDER	\$ 16.00

Addenda

We attach the following addenda:

- Addendum 1

List of equipment to be serviced:

- 5 x cassette heat pumps
- 1 x heat pump outdoor unit
- 1 x fresh air fan
- 1 x fresh air electric re-heat

[illegible]

Clarifications

Please see our clarifications below:

Additional Work

EQUANS shall, on request by the Client, carry out remedial work to the Equipment or other work additional to the Services that is reasonably connected with the Equipment (Additional Works).

All such Additional Works shall be quoted and confirmed in writing or by the issue of an order number before commencement, with the exception of the following;

Urgent Works - Not to exceed \$750.00

Works that are undertaken to reinstate the system to working order where equipment failure or isolations would pose either a financial or Health & Safety risk to the building owner or occupants.

Minor Works - Not to exceed \$350.00

Works that are undertaken to ensure ongoing operation of a system, where the completed works would prevent further financial or Health & Safety risk to the building owner or occupants.

Exclusions

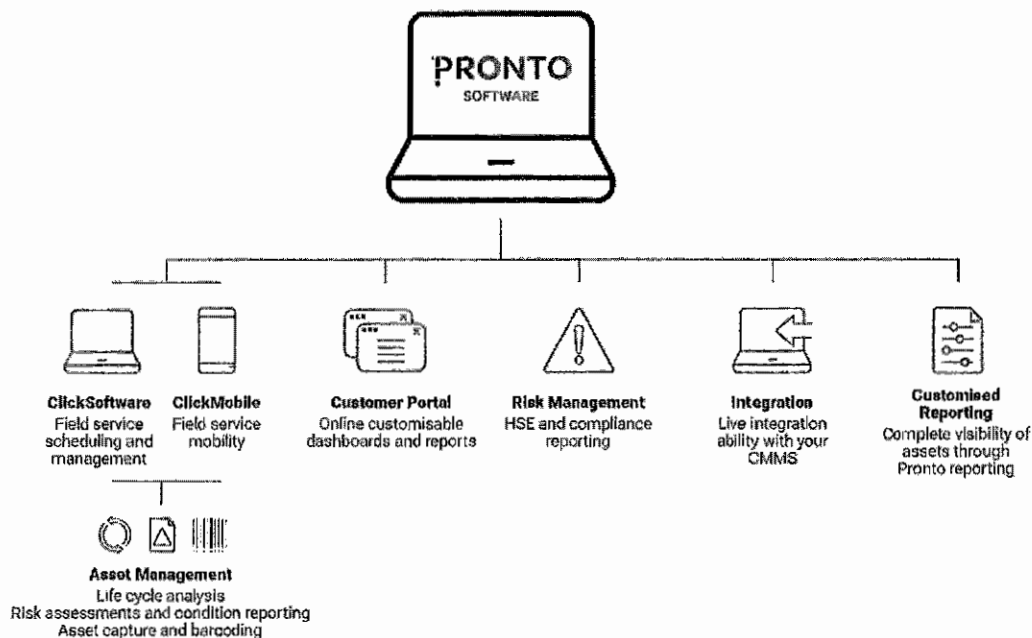
The following items have been excluded from our scope of works:

OUR INTEGRATED TECHNOLOGIES

Integrated service management technology

EQUANS utilises the latest industry technologies to provide our clients with superior contract management, scheduling, invoicing and reporting capabilities across all of our operations.

Our ERP system, Pronto Xi 750, delivers complete visibility of your building's asset and equipment performance by acting as a data engine which drives several key components of our service delivery.



Our digital data technologies are based around Pronto, Click Field Service Edge (FSE) and ClickMobile communicating in real-time, connecting to our schedulers to our technicians via smart phones and tablets. These technologies ensure that data is captured at the source and our work processes are streamlined giving you sharper and improved accuracy of data.

Key elements of our digital data technologies include:

- Contract management with optimised queue management and automated call escalations
- Central equipment registers for improved asset utilisation and resource productivity
- Equipment identification, registration, and condition assessment measures



- Ability to assign standards to each asset rather than the contract as a whole
- Assign preferred primary and secondary technicians to the contract based on skillsets
- Creation of maintenance schedules based on user-defined attributes such as lead time notifications and appointment required indicators
- Creation of PM generations and callouts based on priority rating
- Logging of service calls and asset maintenance history.

These systems combine to provide real-time data to the technician and our clients via a web portal.

Our integrated solution also provides us with the ability to integrate directly with your Computerised Maintenance Management System.

CUSTOMER TERMS & CONDITIONS



Australian Standard Customer Terms and Conditions

1. AGREEMENT

- 1.1 Unless otherwise agreed between the Customer and EQUANS, these Standard Customer Terms and Conditions apply as the sole basis for the supply of Goods or Services by EQUANS to the Customer as more particularly specified in the proposal, quotation, purchase order or similar document attached hereto (hereafter referred to as the **Proposal**). The legal agreement formed between EQUANS and the Customer under the Proposal and these Standard Customer Terms and Conditions is the **Contract**.
- 1.2 This Contract supersedes any prior agreements between the Parties and any conditions specified in the Customer's order unless an authorised representative of EQUANS has expressly agreed in writing to such condition.
- 1.3 If any part of these Standard Customer Terms and Conditions is inconsistent with the Proposal, the provisions of the Proposal will prevail to the extent of any inconsistency.
- 1.4 These Standard Customer Terms and Conditions may be amended from time to time at the discretion of EQUANS. Any amendment to these Standard Customer Terms and Conditions shall apply to all transactions between EQUANS and the Customer once notified to the Customer.

2. TERM

- 2.1 Unless otherwise agreed between the Customer and EQUANS, this Contract commences on the earlier of: (a) the date the Customer notifies EQUANS that it accepts the provision of Goods and Services in accordance with the Proposal; or (b) the date that the Customer requests EQUANS to supply any Goods and Services (the **Commencement Date**).
- 2.2 The Initial term commences on the Commencement Date and (unless terminated earlier in accordance with this Contract) continues until the end date specified in the Proposal or, if the Proposal does not specify an end date, then the date that is 12 months after the Commencement Date.
- 2.3 Unless the Customer provides a written notice of termination not less than 30 days prior to the expiry of the initial term (or any subsequent term as extended by operation of this clause 2), this Contract will automatically renew for a further 12-month period on each anniversary of the expiry of the term.

3. SUPPLY OF GOODS AND SERVICES

- 3.1 EQUANS will supply the Goods and Services to the Customer in accordance with this Contract.
- 3.2 The Customer must:
 - (a) provide EQUANS with reasonable access to the Site to the extent necessary for the supply of Goods and Services and in accordance with 4.1;
 - (b) advise EQUANS of the existence of any site conditions (for example concealed pipes, wires and cables) before any work commences at the Site.
- 3.3 Unless otherwise agreed in writing, charges for Goods and Services under this Contract assume that:
 - (a) all work will be carried out during EQUANS's "Normal Working Hours" (usually 7.30am to 4.00pm), as advised by EQUANS;
 - (b) EQUANS will have continuous, uninterrupted, and unhindered access to the Site and the required people, equipment and facilities where the work is to be carried out;
 - (c) EQUANS will not be required to perform any extraneous work, patching/painting, carpet lifting or refitting, building work or decoration, working with hazardous materials (including asbestos, synthetic mineral fibres etc) or excavation works; and
 - (d) the Customer will provide adequate facilities at the Site at no cost to EQUANS, including parking, power, lifting equipment, scaffolding, scissor lifts and rubbish disposal.
- 3.4 The Customer agrees to pay all additional costs and charges arising from (a) any deviation from the assumptions set out in clause 3.3; (b) any alteration to the specifications required by the Customer; (c) any interruption or delays by the Customer, its employees, agents, or other trades during the course of work performed, including the reasonable costs of delay; (d) any increase to the cost of materials; (e) change of Law; or (f) additional site allowances (other than those set out in a State or Federal award).

- 3.5 Any variations to the Goods and Services must be agreed between the Customer and EQUANS in writing and will be priced in accordance with (at EQUANS's election): (a) EQUANS standard price lists; or (b) the reasonable cost to EQUANS of providing the Goods and Services, and shall include an amount for any design, management, overheads and profit.
- 3.6 Call-outs for Services for emergencies or outside of Normal Working Hours will be charged in accordance with EQUANS standard fees for such Services.

4. HEALTH AND SAFETY

- 4.1 The Customer must ensure that the environment on or around the Site which EQUANS will be accessing for the supply of the Goods and Services under this Contract is safe and secure and in accordance with all applicable health and safety Laws.
- 4.2 If EQUANS is of the opinion that the health or safety of any person or property may be adversely affected by the continued performance of this Contract, EQUANS may immediately suspend, without liability to the Customer, the performance of this Contract. The Customer shall indemnify EQUANS in respect of any liability suffered by EQUANS in exercising its rights under this clause.
- 4.3 The Customer must notify EQUANS of any hazardous, toxic, radioactive, noxious or poisonous materials whether in solid liquid or gaseous form (**Hazardous Substances**) present on the Site. The Customer will bear all costs for removal of Hazardous Substances found within the Site.

5. WARRANTIES

- 5.1 EQUANS warrants that:
 - (a) the Goods and Services will be supplied in accordance with the description of the Goods and Services and the specifications in the Contract; and
 - (b) it will comply with all applicable Laws, standards, specifications and procedures at all times when performing its obligations under this Contract.
- 5.2 The Customer must give written notice to EQUANS of any error (in quantity or description), or any faults or defects within 90 days of the date of, as applicable, the Delivery of the Goods or date of completion of all of the Services. If no notice is given by the Customer in accordance with this clause 5.2, the Customer is deemed to have accepted the Goods or Services and releases EQUANS from any claim or liability in respect of the Goods and Services under this Contract and applicable Law.
- 5.3 EQUANS will, at its cost, repair, replace or otherwise make good any error, fault or defect notified to it under clause 5.2. The decision as to repair, replacement, performance or other rectifying works will be made by EQUANS in its absolute discretion.

6. PAYMENT AND PRICE

- 6.1 The Customer must pay EQUANS for Services performed and Goods Delivered in accordance with EQUANS's applicable standard rates and prices for the relevant Goods and/or Services or as specified in the Proposal (the **Price**).
- 6.2 Unless otherwise specified, any price specified in the Proposal is only valid and capable of acceptance by the Customer for a period of 28 days from the date of the Proposal.
- 6.3 EQUANS may revise its standard rates and prices for the relevant Goods and/or Services at any time and the revised rates will apply to the supply of Goods and Services from the date of such revision.
- 6.4 The Customer must pay EQUANS the Price specified in the relevant invoice within 30 days of the date on which a properly issued invoice is issued to the Customer.
- 6.5 If the Customer disputes any part of a tax invoice, the Customer must pay the undisputed part of the invoice (if any) and provide the reasons for disputing the relevant part of the tax invoice.
- 6.6 Interest is payable by the Customer at the Interest Rate in respect of any portion of a valid invoice which remains due and unpaid. Interest will accrue daily on any due and unpaid amount from the date the properly issued tax invoice is due for payment until the unpaid and due amount is paid in full.

7. TITLE AND RISK

- 7.1 Title in the Goods passes to the Customer upon payment by the Customer to EQUANS of all amounts owing in respect of the Goods or Services.
- 7.2 Risk in the Goods will pass to the Customer upon Delivery and until title in such Goods passes in accordance with clause 7.1, the Customer will hold such Goods as bailee for EQUANS.

8. INSURANCE

- During the term of the Contract, EQUANS will take out and maintain:
- (a) public liability insurance in the amount of at least \$10 million; and

- (b) Worker's Compensation Insurance as required by Law.

9. SECURITY INTERESTS

- 9.1 Without limiting any other provision of this clause 8, if EQUANS determines that this Contract contains a security interest for the purposes of the PPSA (Security Interest), the Customer must do anything (including obtaining consents, producing documents, execution of documents and supplying information) that EQUANS requests and considers necessary for the purposes of:
- (a) ensuring that the Security Interest is enforceable, perfected and otherwise effective;
 - (b) enabling EQUANS to apply for any registration, or give any notification, in connection with the Security Interest; and
 - (c) enabling EQUANS to exercise rights in connection with the Security Interest.
- 9.2 The Customer grants a security interest in favour of EQUANS over all its land and assets (including any Goods supplied by EQUANS), in which it now or in the future has any legal or beneficial interest, to secure payment of all money owed by the Customer to EQUANS. The Customer consents to EQUANS lodging any mortgage and/or caveat or registering a Security Interest over any property of the Customer (or its guarantor). The Customer irrevocably appoints EQUANS and any agent or solicitor of EQUANS to be the Customer's attorney to execute and register such instruments.
- 9.3 The Customer will pay the expenses of EQUANS (including legal costs (on an indemnity basis) and stamp duties) incurred in connection with the collection and enforcement of, or preservation of any rights under this Contract. Such expenses may be recovered by EQUANS from the Customer as a liquidated debt.
- 9.4 EQUANS may, from time to time, grant Security Interests (whether by mortgage, charge or otherwise) over the Contract and its rights, interests and obligations under the Contract.
- 9.5 EQUANS is not required to give any notice under the PPSA (including a notice of a verification statement) under or arising out of anything relating to a Security Interest unless the notice is required by the PPSA and the giving of it cannot be excluded.

10. CUSTOMER CREDIT AND GUARANTEES

- 10.1 If the Customer has made an application to EQUANS for the supply of Goods and Services under this Contract to be on credit, EQUANS may in its discretion and at any time decline to extend any credit to the Customer.
- 10.2 EQUANS may at any time require that a guarantee and indemnity be provided by a related entity of the Customer (including a director of the Customer where the Customer is a body corporate) in the form directed by EQUANS. EQUANS is entitled to withhold the supply of Goods and Services under this Contract until the Customer has provided the guarantee and indemnity in accordance with this clause.
- 10.3 If the Customer is a trustee or acts on behalf of a trust under this Contract, the Customer must, on request at any time, give EQUANS information about the trust, including proof of the assets held by the trust and the Customer warrants that it has the right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this Contract.
- 10.4 The Customer must notify EQUANS of any change in ownership, control (as that term is defined in the Corporations Act) or address of the Customer.

11. PERSONAL INFORMATION

The Customer consents to:

- (a) EQUANS's collection of a variety of personal information including address, gender, date of birth, contact details, credit card details;
- (b) EQUANS using the Customer's personal information for certain purposes such as internal use for improving Service, meeting obligations under State or Federal law, preparing internal reports, delivering promotional material and contract administration connected with the provision of Goods or Services; and
- (c) EQUANS disclosing the Customer's personal information as required by Law.

12. LIABILITY

- 12.1 To the extent permitted by Law, EQUANS's maximum aggregate liability under this Contract (whether by way of breach of contract, tort (including negligence), breach of statutory duty, restitution or otherwise) will be limited to the Price paid by the Customer under this Contract.
- 12.2 Neither Party will be liable to the other to make any payment (whether by way of indemnity, damages or otherwise) in respect of any indirect loss arising under this Contract. The following losses constitute indirect loss for the purposes of this clause: loss of opportunity; loss

of profit; loss of revenue; damage to goodwill or reputation; business interruption; and damage to credit rating.

- 12.3 Without limiting any other provision of this Contract, EQUANS does not accept any liability from any third party to this Contract, including the Customer's downstream customers, suppliers and Related Bodies Corporate. The Customer indemnifies EQUANS in respect of any claims made against EQUANS by a third party in respect of the supply of Goods and Services under this Contract.
- 12.4 To the maximum extent permitted by law, EQUANS is relieved from any liability under this Contract arising as a consequence of the ongoing impact of the COVID19 pandemic, including the actions of government agencies and regulators in response to COVID19 (COVID19 Event). This includes, without limitation, where EQUANS is delayed or otherwise unable to perform its obligations under the Contract by reason of EQUANS's personnel (including its subcontractors) being unavailable due to quarantine or self-isolation requirements or where goods and materials required for the performance of the Contract are unavailable due to disruptions in a manufacturing, supply or distribution chain.
- 12.5 EQUANS shall have the right to suspend its performance of the Contract without liability in order to ensure the health and safety of its personnel (including its subcontractors) for any reason whatsoever including as a consequence of a COVID19 Event.

13. TAXES

- 13.1 All amounts referred to in this Contract are exclusive of GST unless otherwise specified. Where any taxable supply occurs in connection with this Contract, EQUANS may increase the amount payable for the Services and/or Goods by the amount of the applicable GST.
- 13.2 Terms used in this clause 13 that are not defined in this Contract have the meaning given to them in the GST legislation.

14. TERMINATION

- 14.1 Either Party may terminate this Contract:
- (a) if the other Party commits a material breach (which shall include the non-payment of any amounts due to EQUANS under this Contract) of its obligations under this Contract (which in the case of a breach capable of remedy has not been remedied within 14 days of receipt by the Party in breach of a notice identifying the breach and requiring its remedy); or
 - (b) if an Insolvency Event occurs in respect of the other Party.
- 14.2 Termination of this Contract is without prejudice to and does not affect the accrued rights or remedies of either Party.
- 14.3 If EQUANS has the right to terminate this Contract under clause 14.1, EQUANS may elect (in its absolute discretion) to do one or more of the following as an alternative to terminating this Contract:
- (a) revoke any credit accommodation provided to the Customer and require any further transactions to be on the basis of payment before delivery;
 - (b) require that all amounts owing to EQUANS by the Customer for any reason whatsoever become immediately due and payable without deduction notwithstanding that the due date for payment has not otherwise passed; and
 - (c) cancel any discounted prices given to the Customer and recalculate all outstanding invoices (including invoices issued but not paid by the Customer) on EQUANS's standard prices.
- 14.4 If this Contract is terminated for any reason prior to the expiry of the term (as extended under clause 2), the Customer will be required to pay EQUANS the remaining fixed charges (if any) for Services up to the end of the term.
- 14.5 The Customer will be liable for payment of Goods Delivered and Services performed up to the termination date.

15. DISPUTE RESOLUTION

- 15.1 If there is a dispute between the Parties arising out of or in connection with this Contract, then within ten Business Days of a Party notifying the other Party of that dispute, senior representatives from each Party must meet and use reasonable endeavours to resolve the dispute by negotiation.
- 15.2 If the dispute between the Parties arising out of or in connection with this Contract is not resolved 20 Business Days of notification of the dispute under clause 15.1, either Party may commence legal proceedings in relation to the dispute.
- 15.3 Nothing in this clause 15 prevents:
- (a) a Party seeking urgent injunctive relief from a court; or
 - (b) the Parties engaging in alternative dispute resolution processes such as mediation at any time before or after the commencement of legal proceedings in relation to the dispute.
- 15.4 Despite the existence of a dispute, the Parties must continue to perform their respective obligations under this Contract except where the Contract has been terminated.

16. FORCE MAJEURE

- 16.1 "Force Majeure" is an event or circumstance, or combination of events or circumstances, which (a) is beyond the reasonable control of EQUANS; (b) causes or results in default or delay in the performance by EQUANS of any of its obligations under this Contract; (c) is without the fault or negligence of EQUANS and could not reasonably have been prevented, avoided or overcome by EQUANS.
- 16.2 Force Majeure includes the following events (provided that the requirements of clause 16.1 are satisfied in each case):
- act of terrorism, riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not);
 - ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
 - strikes or industrial disputes but excluding any industrial dispute which is specific to the performance of the Services of this Contract;
 - catastrophic failure of, the breakdown of or accident to plant, machinery, equipment, lines or pipes;
 - an act of God, earthquake, lightning, cyclone, tsunami, fire, flood, landslide, drought or meteor;
 - change in any Law or its Interpretation; and
 - embargo.
- 16.3 If an event of Force Majeure delays or prevents the performance of this Contract by EQUANS, EQUANS must notify the Customer when it becomes aware of the event of Force Majeure and use reasonable endeavours to minimize the effects and duration of the event of Force Majeure.
- 16.4 If EQUANS's performance under this Contract is prevented whether in whole or in part or delayed by any event of Force Majeure, EQUANS:
- is not be considered to be in default of this Contract; and
 - is entitled to suspend performance of its obligations under this Contract without liability.
- 16.5 The occurrence of Force Majeure does not excuse the Customer from payment of any sum to EQUANS in accordance with this Contract.

17. INTELLECTUAL PROPERTY

- 17.1 EQUANS:
- warrants that supply by it to, and use by the Customer of, the Goods and Services will not infringe the intellectual property rights of any person; and
 - grants to the Customer a non-exclusive, non-transferable, revocable and royalty-free licence to use any intellectual property of EQUANS (including all materials supplied in connection with the Goods and Services) to the extent necessary for the purposes contemplated by this Contract.
- 17.2 The Customer:
- warrants that it and its Related Bodies Corporate will not use, reproduce, copy, record or disclose the intellectual property provided to it by EQUANS to the competitive disadvantage of EQUANS; and
 - warrants it will use the intellectual property provided to it by EQUANS only for the purposes contemplated by this Contract.

18. CONFIDENTIAL INFORMATION

- 18.1 Subject to clause 18.2, each Party must ensure that it and its Related Bodies Corporate will not:
- disclose or use the Confidential Information of the other Party for a purpose other than those contemplated by this Contract; or
 - disclose any information or documents supplied in connection with this Contract that are specifically indicated to be confidential and that are not in the public domain.
- 18.2 A Party may disclose any Confidential Information (including the existence and terms of this Contract):
- that ceases to be confidential other than due to a breach of clause 18.1;
 - received from a third party provided that it was not acquired directly or indirectly by that third party as a result of a breach of clause 18.1;
 - to a bona fide prospective purchaser, investor, joint venture participant or financier (or any of their respective advisors) in relation to that Party or its Related Body Corporate, provided that such recipient is subject to confidentiality undertakings equivalent to this clause and the Party disclosing such Confidential Information remains responsible for ensuring that the confidentiality of the Confidential Information is preserved; or
 - that is required to be disclosed by law (except any information of the kind referred to in section 275(1) of the PPSA) or any

government or governmental body, authority, stock exchange rule or agency having authority over a Party or its Related Body Corporate.

19. NO SOLICITATION

From the date of this Contract and until the date that is 6 months after the latter of the Delivery of the Goods or date of completion of all of the Services, the Customer must not retain or seek to retain the services (whether as employee, independent contractor or otherwise) of any employee of EQUANS.

20. INDEPENDENT CONTRACTOR

The relationship between the Customer and EQUANS is that of a principal and an independent contractor. Nothing in this Contract will be construed as creating a relationship of employment, agency, partnership, joint venture or any other relationship between the Parties.

21. ASSIGNMENT AND SUBCONTRACTING

- 21.1 Neither Party may assign or novate any of its rights and obligations under this Contract without the prior written consent of the other Party, such consent must not be unreasonably withheld or delayed.
- 21.2 EQUANS may subcontract the performance of all or part of its obligations under this Contract, provided that EQUANS will continue to remain responsible for the performance of its obligations under this Contract.

22. ENTIRE AGREEMENT

The Contract sets out the entire agreement between the Parties with respect to the rights and obligations associated with the Goods and Services. No modification of Contract is effective unless agreed in writing by the Parties.

23. GOVERNING LAW

This Contract is governed by the laws of the state in which the Site is situated.

24. DEFINITIONS

In this Contract:

Business Day means Monday to Friday inclusive, but excludes public holidays in the State where the Site is located.

Confidential Information means any information relating to this Contract, or to the affairs of a Party or any Related Body Corporate of that Party that is disclosed in connection with this Contract.

Contract has the meaning given in clause 1.1.

Corporations Act means the *Corporations Act 2001* (Cth).

Customer means the entity specified in the Proposal.

Deliver, Delivery and Delivered mean, subject to clause 7, receipt of the Goods by the Customer at the Site.

EQUANS means the ENGIE Services Australia & New Zealand entity specified in the Proposal as the supplier of Goods and/or Services under this Contract. EQUANS is a trading name of that ENGIE entity.

Goods means the goods specified in the Proposal or which EQUANS supplies in accordance with this Contract.

GST means the tax payable on taxable supplies under GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) including any related legislation that is enacted to impose, validate, recapture or recoup such tax.

Insolvency Event means, with respect to a Party, that (a) it is insolvent within the meaning of section 95A of the *Corporations Act*; (b) it is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up or has had a receiver, receiver and manager, controller (as defined in the *Corporations Act*) or similar officer appointed to any part of its property; (c) it has entered into an arrangement, compromise, moratorium or composition with, or assignment for the benefit of, its creditors or any class of them; (d) it is taken, under section 459F(1) of the *Corporations Act*, to have failed to comply with a statutory demand; (e) it is unable to pay its debts when they fall due or it stops, suspends or threatens to stop or suspend payment of all or a class of its debts; or (f) it is subject to any event which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed in (a) to (e).

Interest Rate means the Cash Rate in effect at the time of calculation as published by the Reserve Bank of Australia, plus 2%.

Law means any statute, ordinance, code, law, order, decree, circular, rule, regulation or stock exchange rule whether in effect now or in the future.

Party means the Customer or EQUANS, as relevant in the context and Parties means both of them.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Price has the meaning given in clause 6.

Proposal has the meaning given in clause 1.1.

Related Body Corporate has the meaning defined in the Corporations Act.

Services means the services specified in the Proposal and/or which EQUANS supplies in accordance with this Contract.

Site means the place(s) specified in the Proposal where the Goods are to be Delivered and/or Services are to be performed.

Taxes means any tax, levy, impost, charge or duty, other than a tax on the Customer's net income, which is imposed by a government agency authorised to impose it, and any related interest, penalty, charge, fee or other amount.

25. INTERPRETATION

In this Contract, headings are for convenience only and the following rules apply unless the context requires otherwise:

- (a) mentioning anything after 'includes', 'including' or similar expressions does not limit what else might be included;
- (b) a reference to a Party includes the Party's successors, permitted substitutes and permitted assigns;
- (c) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinated legislation issued under, that legislation or legislative provision;
- (d) a provision of this Contract must not be construed to the disadvantage of a Party merely because the provision is an exception or exemption for the benefit of that Party; and
- (e) a reference to a right or obligation of any two or more persons comprising a single Party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that Party is a reference to any of those persons separately.

QUOTATION ACCEPTANCE

EQUANS look forward to partnering with The Woolstore to help you meet your requirements.

To accept this quotation, please sign and return a scanned copy of this page, where indicated below.

For the avoidance of doubt, by signing this acceptance, you are accepting the scope of works and terms and conditions in full, and any terms and conditions printed or sent to us with your purchase order will be invalid.

We shall be entitled to rely on this signature as evidence of your authority to bind Counterparty.

Name of Counterparty in full: *The Woolstore Seven Limited*

ABN:

Quotation number:

Purchase order Number:

wish to accept the above quotation issued by EQUANS NZ Ltd on the terms and conditions provided.

Signed: *Meredith Dreyer*

Print Name: *Meredith Dreyer*

Date: *15/3/23*

We thank you for the opportunity and look forward to partnering with you.

Yours sincerely,

Andrea Andrews

Branch Manager



DISCLOSURE STATEMENT

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.