

SERVICE AND SUPPLY AGREEMENT - ORDER FORM



Pangolin Associates Pty Limited

ACN 145 644 819

Level 16, 175 Pitt Street, Sydney NSW 2000

Phone : 02 8005 6300

sales@pangolinassociates.com

CUSTOMER COMPANY DETAILS

COMPANY NAME:
ARCHITEAM MEMBER NO:
FULL ADDRESS:

PRIMARY CONTACT NAME:
PHONE:
EMAIL:

SELECT (X)	DESCRIPTION	UNIT PRICE	LINE TOTAL
<input type="checkbox"/>	(1 - 2 staff) Greenhouse Gas assessment FY 2020/21	1,200	1,200 ex GST
<input type="checkbox"/>	(3 - 4 staff) Greenhouse Gas assessment FY 2020/21	1,500	1,500 ex GST
<input type="checkbox"/>	(5 - 8 staff) Greenhouse Gas assessment FY 2020/21	1,800	1,800 ex GST
			SUBTOTAL
			GST 10%
			TOTAL FEE

By signing below, you acknowledge and agree that you have fully read, understood and agree to the Order Form and the Terms and Conditions (overleaf):

Executed by (Company name):

Name:		
Position:		
Signature:	Date:	

Service and Supply Agreement - Terms and Conditions

The company (**Customer**) named in the Service and Supply Agreement - Order Form (**Order Form**) has engaged Pangolin Associates Pty Ltd (**Pangolin Associates**) to provide services and supply goods as outlined in the Proposal and listed in the Order Form, subject to Pangolin Associates' Service and Supply Agreement - Order Form Terms and Conditions (**Terms and Conditions**).

1. Definition and Interpretation

In this Agreement:

Business Day means any day except a Saturday, Sunday or public holiday in the state of New South Wales.

Confidential Information means the confidential information of either party, which is, or reasonably deemed to be, regarded as confidential or commercially sensitive information even if not strictly marked as confidential or commercially sensitive.

Customer Data means any information provided by the Customer, whether in response to a request by Pangolin Associates or not, with the purpose of informing Pangolin Associates.

Engagement Fee means an amount of money paid as security for the Goods and Services that is equal to 30% of the total fee, as given on the Order Form.

Goods means any product leased or sold by Pangolin Associates to the Customer as described in the Order Form.

Guidelines means any available and applicable industry standards and/or guidelines and/or industry methodology (as selected by Pangolin Associates from time to time at its discretion) used by Pangolin Associates to provide the Goods and Services.

IPR means the intellectual property rights comprised in any patent, copyright, design or trade mark whether at common law or by statute, rights to apply for registration under a statute in respect of those or like rights, and rights to protect trade secrets, goodwill and Confidential Information.

Non-Disclosure Agreement means Pangolin Associates' non-disclosure agreement.

Privacy Policy means Pangolin Associates' specific guidelines given to the Customer which outline the Customer's obligations in relation to Confidential Information and any other information about Pangolin Associates it may be privy to.

Proposal means the quotation document provided to the Customer by Pangolin Associates which outlines the details of the Goods and Services to be provided.

Services means the services described on the Order Form.

2. Provision of Goods and Services

1. The Customer acknowledges and agrees that the provision of Goods and Services depends on the submission of Customer Data by the Customer. The date of submission of Customer Data by the Customer cannot exceed 20 Business Days after Pangolin Associates' request.
2. The provision of Customer Data may include, but is not limited to, granting Pangolin Associates access to the Customer's principal place of business, business systems and employees. The Customer must make such resources immediately available when requested by Pangolin Associates by way of written notice.
3. The delivery date for Goods and/or Services will be determined by mutual written agreement between the parties in consideration of the Proposal and submission of Customer Data.
4. Pangolin Associates will only be responsible for the quality and accuracy of their Goods and Services if all Customer Data supplied by the Customer is submitted to Pangolin Associates within the agreed timeframe given in clause 2.1 and is correct, completed and up-to-date. The Customer is responsible for any errors or omissions contained within the Customer Data and their effect on the outcomes generated by Pangolin Associates.
5. The Customer agrees that, without prejudicing Pangolin Associates' IPR, the Customer is fully responsible for any alternate views, opinions or interpretations of Pangolin Associates' findings and is responsible for any action taken subsequent to, and in accordance with those alternate views, opinions or interpretations.

3. Invoicing, Fees and Payments

1. The Customer agrees to pay 30% of the total fee, upon receipt of an invoice from Pangolin Associates, as an Engagement Fee for the Goods and Services. If the Customer terminates the Order Form or these Terms and Conditions, Pangolin Associates has the right to hold that Engagement Fee as a cancellation fee.
2. Engagement Fees are non-refundable if Pangolin Associates terminates the Order Form or Terms and Conditions in accordance with 7.2.1.
3. The Customer must pay all invoices issued by Pangolin Associates within 10 Business Days of the invoice date.
4. For Greenhouse Gas Engagements where it involves a fixed reporting period, a further 20% of the project value will be invoiced at the start of the fourth month following the end of the reporting period if the data hasn't been received in full.
5. For Energy Audits, once the site visit has been completed, a further 20% of the project value will be invoiced.
6. If the Customer fails to pay the Engagement Fee or any other outstanding monies within 20 Business Days of receipt of the relevant invoice, Pangolin Associates may:
 - 6.1. charge interest on the outstanding monies owed by the customer; and/or
 - 6.2. cease providing Services and/or supplying Goods.
7. If the Customer pays the Engagement Fee or any other outstanding monies after 20 Business Days of the relevant invoice due date:
 - 7.1. Pangolin Associates does not guarantee completion within the original agreed timeframe; and
 - 7.2. a new timeframe may be agreed upon in writing at Pangolin Associates' discretion to allow for the delay in payment.

4. Intellectual Property Rights (IPR)

- 4.1. The Customer acknowledges and agrees that Pangolin Associates is the owner of all associated intellectual property and that all creations, additions or modifications to any aspect of the Pangolin Associates' Goods or Services by the Customer after the commencement of these Terms and Conditions, will immediately vest in and become the property of Pangolin Associates and form part of Pangolin Associates' IPR. The Customer agrees that any and all rights to such intellectual property are forfeited by the Customer.
- 4.2. The Customer agrees that the Customer will do all things necessary to give Pangolin Associates full ownership of any and all IPR referred to in clause 4.1.

5. Privacy and Confidential Information

1. The Customer must comply with Pangolin Associates' Privacy Policy.
2. Subject to clauses 4 and 5 of these Terms and Conditions, each party acknowledges and agrees that it may obtain Confidential Information about the other party and each party warrants that it will only disclose Confidential Information about the other party:

- 2.1. to employees, individual contractors and approved sub contractors who are aware of and agree to the Privacy Policy and Non-Disclosure Agreement; and
- 2.2. as and when required by law.
3. The Customer acknowledges and agrees that Pangolin Associates may use Confidential Information and any other information gathered about the Customer for the purposes of research and development regarding areas within Pangolin Associates' expertise including, but not limited to, greenhouse gas emissions and energy. Pangolin Associates will not privately or publicly reveal the Customer's identity when using such information.
4. Confidential Information ceases to be classified as Confidential Information if it is in the public domain but not as a result of a breach of these Terms and Conditions, the Privacy Policy or Non-Disclosure Agreement.

6. Warranties and Liability

1. Pangolin Associates is not liable to the Customer by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of Pangolin Associates or its employees or Customers or otherwise) arising out of or in connection with this Agreement or any act or omission of Pangolin Associates in relation to this Agreement.
2. Pangolin Associates' total liability for direct loss arising out of or in connection with any act or omission by Pangolin Associates relating to its obligations under this Agreement including, but not limited to, the supply of Services, is capped at the total amount paid by the Customer in consideration of the Order Form and any and all associated invoices.
3. The Customer warrants that the Customer has not relied on any representation made by Pangolin Associates not stated expressly in these Terms and Conditions.
4. Pangolin Associates warrants that Pangolin Associates will use its best endeavours to ensure the Goods and Services are supplied and conducted in accordance with the Guidelines. The Customer agrees that:
 - 4.1. Pangolin Associates provides the Goods and Services within the context of a new and emerging regulatory regime and, as a result, Pangolin Associates cannot always guarantee or warrant that the Services will be compliant with the Guidelines; and
 - 4.2. the Guidelines used to provide the Goods and Services may, over time, be varied or replaced with upgraded Guidelines and the Customer acknowledges that this may affect the efficacy, utility and relevance of the Goods and Services in the future through no fault of Pangolin Associates.
5. The Customer indemnifies Pangolin Associates against all claims, actions and suits (including legal costs and disbursements on a full indemnity basis) that Pangolin Associates may become a party to or involved in which may arise as a result of:
 - 5.1. any breach of these Terms and Conditions by the Customer or its affiliates; or
 - 5.2. any loss of or damage to any property, or death of, any person caused by any act or omission by the Customer or its affiliates.

7. Termination

1. Any party may terminate the Order Form and these Terms and Conditions immediately upon written notice if the other party:
 - 1.1. fails to remedy a material breach of the Order Form or these Terms and Conditions, having received 30 Business Days' written notice to do so; or
 - 1.2. either party becomes insolvent.
2. Pangolin Associates may, at Pangolin Associates' sole discretion, terminate the Order Form and the Terms and Conditions if the Customer:
 - 2.1. fails to comply with clause 2.1 to the extent that the Customer Data has not been properly and fully communicated and supplied to Pangolin Associates within 60 Business Days from Pangolin Associates' request to the Customer to submit such Customer Data; or
 - 2.2. fails to pay any and all invoices for any outstanding monies more than 60 Business Days after the relevant invoice date.
3. If the Order Form or these Terms and Conditions are terminated, each party must immediately return the Confidential Information that is the property of the other party to that party. If return of Confidential Information is not possible or is commercially impractical, then the party due to return Confidential Information will immediately provide a written statement executed by a Director of that party to confirm that all Confidential Information of the other party has been destroyed in all hardcopy and softcopy forms.

8. Miscellaneous

1. Either party may assign their interest under these Terms and Conditions provided that that prior written notice of such an assignment is provided to and agreed to by the other party.
2. Pangolin Associates may subcontract the performance of any of its obligations under these Terms and Conditions.
3. Subject to any allowed activity, the Customer must not:
 - 8.3.1 canvass, solicit, induce or encourage any person who was an employee of Pangolin Associates at any time during this agreement to leave Pangolin Associates for the purpose of seeking or offering employment with the customer.
4. No party is liable for any failure to perform and delay in performing their obligations under these Terms and Conditions as a result of a force majeure event. Once the delayed party becomes aware of such a force majeure event, that party must take all reasonable steps to promptly notify the other party in detail of the nature of the force majeure event. The delayed party must use all reasonable endeavours to avoid or remove the cause of the force majeure event and mitigate losses caused to all parties as a result. This clause does not apply to any obligation under these Terms and Conditions to pay money.
5. Any provision of these Terms and Conditions that is found to be unenforceable, void or illegal as a matter of law, shall be severed from these Terms and Conditions without affecting any other clauses.
6. A waiver by a party of any of its rights under these Terms and Conditions must be in writing and does not operate as a waiver of any other right or as a future waiver of that or any other right.
7. These Terms and Conditions (including the Order Form) constitutes the entire agreement between the parties and no warranties, representations, terms, obligations or covenants of any nature not contained in these Terms and Conditions shall be of any effect.
8. This Agreement may only be varied by the parties in writing once mutually agreed.
9. This Agreement is governed by the laws of New South Wales and all parties submit to the non-exclusive jurisdiction of the New South Wales courts.