

Supply Partnership Agreement

Skip Bin Hire Australia (SBHA) and (Supply Partner)

Supply Partner appoint and acknowledges SBHA as its agent and allows SBHA to provide skip bin services and collect payment via SBHA website and other mediums on its behalf and pertaining to the terms and conditions set out below.

IT IS AGREED: Supply Partner authorises SBHA to enter into binding contracts with customers (Customer – Terms & Conditions) for the supply of skip bins on its behalf and agrees to perform its responsibilities under all Customer – Terms & Conditions and in accordance with the terms and conditions of the Website.

Supply Partner authorises SBHA to issue invoices in its name to customers. Supply Partner shall account and make payment to the Commissioner of Taxation for all taxes, including Goods and Services Tax ('GST'), in relation to Customer – Terms & Conditions and Tax Invoices.

Supply Partner will maintain up to date information regarding price and availability of its skip bin inventory using the assigned Supply Partner portal. Supply Partner also warrants that the skip bin supplied is equal to or greater than the capacity listed on the assigned booking. Supply Partner warrants that it has the power and authority to grant the rights to SBHA under this Agreement.

Supply Partner will indemnify SBHA against all costs, damages, losses and expenses that SBHA may suffer as a result of any claim brought by any other third party arising from any act or omission of Supply Partner or by any breach of this Agreement or Customer – Terms & Conditions.

SBHA will collect fees payable by a customer to Supply Partner under a Customer – Terms & Conditions and pass on those Fees to Supply Partner 30 days from invoice date. If a customer incurs additional fees it is Supply Partners responsibility to charge these costs on to the customer directly. SBHA is not responsible for responsible or liable for additional costs for hazardous items or other such costs related to the collection of the skip bin.

SBHA has the right to withhold payment of fees to Supply Partner for Customer – Terms & Conditions where there is a dispute between the customer and Supplier regarding services performed. Payment will be withheld until the dispute is resolved to the satisfaction of SBHA.

SBHA will not be liable whether in contract, tort or otherwise for any indirect loss or damage, consequential loss or loss of profits suffered or incurred by Supply Partner arising out of this Agreement.

Either party may terminate this Agreement on giving one week written notice to the other party.

ACCEPTANCE:

This Agreement constitutes an offer by SBHA to contract with the Supply Partner on the terms set out in this Agreement.

Acceptance of a booking constitutes acceptance of this Agreement by the Supply Partner.