

# K-MASTER AUTHORISED DEALER SUPPLY AND ONLINE SALES AGREEMENT

Quarterly Non-Exclusive Dealer Appointment Agreement

## PARTIES AND AGREEMENT DETAILS

|                                    |                                                                                                             |
|------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Supplier                           | Turbo Air Pty Ltd   ABN: 31 633 967 567   Address: 10 Highgate St, Auburn NSW 2144                          |
| Dealer                             | Supermodern Pty Ltd   ABN: 82 647 222 982   Address: Unit 22, 111 Lewis Road, Knoxfield VIC 3180, Australia |
| Agreement Date / Commencement Date | Agreement Date:   Commencement Date:                                                                        |
| Term                               | Three months from the Commencement Date (quarterly term; no automatic renewal)                              |

## 1. APPOINTMENT AND RELATIONSHIP

- 1.1 The Supplier appoints the Dealer as a non-exclusive authorised reseller of K-Master products for the Term. This appointment does not confer any exclusive territory or guarantee any supply volume or minimum sales volume.
- 1.2 The Dealer acts as an independent contractor and is not an agent, partner, franchisee or representative of the Supplier. Any renewal or extension of this Agreement will be effective only if separately agreed in writing by both parties no later than 14 days before expiry of the Term.

## 2. ORDERS AND SUPPLY TERMS

- 2.1 An order becomes binding when accepted in writing or fulfilled by the Supplier and remains subject to stock availability, credit approval and reasonable operational requirements. Unless otherwise stated, all prices are exclusive of GST.
- 2.2 Dealer discounts, payment, freight, returns and warranty arrangements are governed by the Commercial Terms below and the Supplier's separate terms of trade. The Supplier may, on reasonable prior notice, change wholesale prices or the product range for future orders.

## 3. ONLINE SALES AND BRAND USE

- 3.1 During the Term, the Dealer may advertise and sell K-Master products through the Approved Channels specified below. The Dealer must obtain the Supplier's prior written approval before using any third-party marketplace, domain name or account name containing a K-Master trade mark, or any paid search advertising relating to K-Master.
- 3.2 The Dealer must accurately use the current product names, images, specifications and warranty information supplied or approved by the Supplier and must clearly identify itself as the seller. The Dealer must not represent itself as the manufacturer, exclusive distributor or agent, or make any unsubstantiated performance, comparative or environmental claim.
- 3.3 The licence to use Brand Materials is non-exclusive, non-transferable and limited to the purposes of this Agreement. If the parties have not agreed in writing to renew this Agreement at least 14 days before expiry of the Term, or if the Supplier requests removal of any online content in writing, the Dealer must remove all authorised-dealer references, K-Master Brand Materials and related online content by the expiry date or within 14 days after receiving the written request, as applicable.

## 4. RECOMMENDED PRICING AND INDEPENDENT PRICE SETTING

- 4.1 Any recommended retail price (RRP) or pricing example supplied by the Supplier is a non-binding recommendation or reference only. The Dealer independently determines its own resale and advertised prices in accordance with applicable law.

## 5. CORRECTION AND REMOVAL OF ONLINE ADVERTISING

- 5.1 The Supplier may require in writing that advertising be corrected, suspended or removed where it is inaccurate, misleading or unlawful; improperly uses the Supplier's brand or intellectual property; gives rise to a product-safety, recall or regulatory risk; relates to a discontinued or materially changed product; or where this Agreement or the relevant brand licence has ended. The Dealer must complete the required action within 14 days after receiving the written request or, where an urgent safety or legal risk exists, within any shorter period reasonably specified by the Supplier.

## 6. COMPLIANCE AND CUSTOMER SERVICE

- 6.1 Each party must comply with the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law and all applicable advertising, privacy and electronic marketing laws.
- 6.2 The Dealer must not make any false or misleading representation concerning price, availability, delivery, warranty, consumer guarantees or its relationship with the Supplier. The Dealer is responsible for advertising and promotions that it creates or modifies. The parties must reasonably cooperate in relation to defects, recalls, warranties and consumer remedies.
- 6.3 Nothing in this Agreement excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified.

## 7. CONFIDENTIALITY AND RECORDS

- 7.1 Each party must protect the other party's non-public pricing, customer, commercial and technical information and use it only for the purposes of this Agreement. The Dealer must retain supporting records for product claims, promotions, orders and warranty matters for any period required by law.

## 8. TERMINATION AND POST-TERMINATION OBLIGATIONS

- 8.1 Either party may terminate this Agreement by giving 14 days' written notice. A party may terminate this Agreement immediately if the other party fails to remedy a material breach within 14 Business Days after written notice, or in the event of insolvency, fraud, serious unlawful conduct or an immediate safety risk.
- 8.2 Expiry or termination does not affect any outstanding payment obligation or right accrued before expiry or termination. The Dealer must consult with the Supplier regarding the treatment of unsold stock and must cease brand use and remove authorised-dealer references and related online content in accordance with clauses 3.3 and 5.1.

## 9. GENERAL

- 9.1 This Agreement and the attached Commercial Terms constitute the entire agreement between the parties and may be varied only by written agreement. If any provision is invalid or unenforceable, the remaining provisions continue in full force and effect.
- 9.2 Notices must be sent to the email addresses specified below. This Agreement is governed by the laws of New South Wales, Australia. It may be executed electronically and in counterparts, each of which is taken to be an original and all of which together form one instrument.
- 9.3 To the maximum extent permitted by applicable law, the Supplier (Turbo Air Pty Ltd) has final authority to determine the interpretation of this Agreement.

## COMMERCIAL TERMS AND APPROVED CHANNELS

|                      |                                    |                    |                                         |
|----------------------|------------------------------------|--------------------|-----------------------------------------|
| Dealer Appointment   | Non-exclusive authorised dealer    | Dealer Discount    | 30% off the Supplier's then-current RRP |
| Dealer Bulk Discount | None                               | Approved Channels  | [insert website / social media URL]     |
| Payment Terms        | [insert]                           | Delivery / Freight | [insert / refer to terms of trade]      |
| Returns / Warranty   | [insert / refer to terms of trade] | Territory          | Australia (non-exclusive)               |
| Supplier Email       | [insert]                           | Dealer Email       | [insert]                                |

## EXECUTION

| SIGNED FOR AND ON BEHALF OF THE SUPPLIER | SIGNED FOR AND ON BEHALF OF THE DEALER |
|------------------------------------------|----------------------------------------|
| Signature: _____                         | Signature: <u>X [Signature]</u>        |
| Name: _____                              | Name: <u>JASON LOH</u>                 |
| Title: _____                             | Title: <u>DIRECTOR</u>                 |
| Date: _____                              | Date: <u>4/9/20</u>                    |