Product and Equipment Supply Agreement

Private and Confidential

Dated: ....................

Valcorp Fine Foods Pty Ltd t/as Lavazza Coffee
(ABN 61 186 388 551)

And

Trading as

..........................

(ABN: ..................)
### KEY INFORMATION – SCHEDULE 1

<table>
<thead>
<tr>
<th>1</th>
<th>Commencement Date</th>
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<table>
<thead>
<tr>
<th>2</th>
<th>Buyer's Details</th>
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</thead>
<tbody>
<tr>
<td><strong>Buyer’s Personal Information</strong></td>
<td></td>
</tr>
<tr>
<td>Customer/Legal Name:</td>
<td>ABN:</td>
</tr>
<tr>
<td>ACN:</td>
<td></td>
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<tr>
<td>Trading Name:</td>
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<tr>
<td>Business Address:</td>
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<tr>
<td>Phone No:</td>
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<tr>
<td>Contact Name:</td>
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<tr>
<td>Delivery Address/(s):</td>
<td></td>
</tr>
<tr>
<td>Home Address:</td>
<td>Email:</td>
</tr>
<tr>
<td>Home Phone No:</td>
<td>Mobile:</td>
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| 3 | Term | ___ weeks commencing on the Commencement Date |

<table>
<thead>
<tr>
<th>4</th>
<th>Equipment &amp; Location Details</th>
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<tbody>
<tr>
<td>Equipment Description</td>
<td>Value</td>
<td>Location</td>
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| 5 | Support |

<table>
<thead>
<tr>
<th>6</th>
<th>Minimum Average Weekly/Monthly Product Purchase Quantities</th>
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</thead>
<tbody>
<tr>
<td>Minimum Quantities (per week/month):</td>
<td></td>
</tr>
<tr>
<td>Kgs</td>
<td>Cartons</td>
</tr>
<tr>
<td>Weekly/Monthly Order Cut Off Date:</td>
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<tr>
<th>7</th>
<th>Charges/Licence Fees (if applicable)</th>
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<tbody>
<tr>
<td>The following Charges/Licence Fees are payable where applicable:</td>
<td></td>
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<tr>
<td>• a $10 delivery surcharge (excl GST) for orders under $300 (excludes Lavazza Blue orders); and</td>
<td></td>
</tr>
<tr>
<td>• labour and/or parts for any further movement of the Equipment from its original location and maintenance jobs</td>
<td></td>
</tr>
<tr>
<td>caused by User Error are to be charged back at Lavazza’s standard rates</td>
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</tr>
<tr>
<td>Charges/Licence Fees will be invoiced to the Buyer’s account and payment is due within standard terms of payment on that account.</td>
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<table>
<thead>
<tr>
<th>8</th>
<th>Product Ranging</th>
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</thead>
<tbody>
<tr>
<td>The following must be exclusively purchased from Lavazza:</td>
<td></td>
</tr>
<tr>
<td>• Lavazza Decaf</td>
<td></td>
</tr>
<tr>
<td>• La Bella Range</td>
<td></td>
</tr>
<tr>
<td>• Twinnings Tea</td>
<td></td>
</tr>
<tr>
<td>• Evian/Badoit Water</td>
<td></td>
</tr>
<tr>
<td>Ranging of all new VFF products as they are made available.</td>
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<tr>
<th>9</th>
<th>Termination</th>
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</thead>
<tbody>
<tr>
<td>If the Buyer terminates or ends this Agreement the Buyer must:</td>
<td></td>
</tr>
<tr>
<td>(a) return to Lavazza all Equipment as set out in Item 4 of Schedule 1 or buy all Equipment at the value as set out in Item 4 of Schedule 1 less depreciation of 20% p.a. if the Buyer elects to retain the Equipment; and</td>
<td></td>
</tr>
<tr>
<td>(b) return all standard merchandise as set out in Item 5 of Schedule 1; and</td>
<td></td>
</tr>
<tr>
<td>(c) remove all Lavazza branding from the site.</td>
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<table>
<thead>
<tr>
<th>10</th>
<th>Early Termination</th>
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</thead>
<tbody>
<tr>
<td>If the Buyer terminates or ends this Agreement prior to the conclusion of the Term, the Buyer must in addition to its obligations under Item 9 of Schedule 1,</td>
<td></td>
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<tr>
<td>Pay an early termination fee to be calculated by reference to the following formula:</td>
<td></td>
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</table>
| \[
| \frac{(\text{Term} – \text{weeks expired}) \times (\text{Minimum Average Weekly Product Purchase Quantities} \times \text{Net Price})}{2} 
| \] |
| and Purchase all Equipment at the value as set out in Item 4 of Schedule 1 less depreciation of 20% p.a. |

<table>
<thead>
<tr>
<th>11</th>
<th>Change of Ownership</th>
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<tbody>
<tr>
<td>If the Buyer sells or transfers its business to a third party and that party does not enter into an agreement with Lavazza (under the same or substantially similar terms and conditions as this Agreement) for at least the balance of the Term, the Buyer must comply with the Termination obligations as set out in Item 9 and the Early Termination obligations as set out in Item 10 of Schedule 1.</td>
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<table>
<thead>
<tr>
<th>Acknowledged by</th>
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<tbody>
<tr>
<td>Signed ___________________________ The Buyer</td>
</tr>
<tr>
<td>Name ___________________________ Date ___________ / ___________ / ___________</td>
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</table>

Product Equipment Supply Agreement Dec2013
This Agreement is made on the date set out in Item 1 of Schedule 1 (Commencement Date) between Valcorp Fine Foods Pty Ltd trading as Lavazza Coffee ABN 61 186 388 551 (Lavazza) and the person set out in Item 2 of Schedule 1 (Buyer).

1 SUPPLY

1.1 (Product, Equipment and Support) During the operation of this Agreement, Lavazza:

1.1.1 is to supply to the Buyer and the Buyer is to purchase all its requirements for Product from Lavazza in accordance with the terms of this Agreement;

1.1.2 grants to the Buyer a non-exclusive licence to use the Equipment (if any) at the Locations set out in Item 4 of Schedule 1 for the duration of this Agreement (which, unless otherwise agreed under this Agreement, at all times remains the property of Lavazza);

1.1.3 is to provide to the Buyer the Support (if any) set out in Item 5 of Schedule 1, including the Promotional Advertising and Support Materials, Marketing Support and Other Support (if any); and

1.1.4 is to service the Equipment at its cost once every 12 months on or about the anniversary of the Commencement Date or 400kg usage, whichever occurs first.

1.2 (Restriction) The Buyer must:

1.2.1 not, during the operation of this Agreement, re-sell or re-distribute the Product to third parties unless Lavazza consents in writing;

1.2.2 not at any time mortgage, charge or encumber in any way, pledge, sell, transfer, assign, hire, loan, sub-licence or give the Equipment or Promotional Advertising and Support Materials to any person, or part with or share possession of the Equipment or Promotional Advertising and Support Materials, or do anything which may affect Lavazza’s interest in the Equipment or Promotional Advertising and Support Materials, without the written consent of Lavazza;

1.2.3 procure that its employees, contractors and personnel comply with Lavazza’s reasonable requirements and instructions in respect of the Equipment and Promotional Advertising and Support Materials.

1.2.4 not permanently mark, drill into, deface, remove or alter in any way part or all of the Equipment or Promotional Advertising and Support Materials including any identification marks or notices on the Equipment or Promotional Advertising and Support Materials;

1.2.5 use the Equipment and Promotional Advertising and Support Materials only for the purpose for which it is designed;

1.2.6 accept full responsibility for the safe-keeping of the Equipment and Promotional Advertising and Support Materials during the operation of this Agreement; and

1.2.7 return the Equipment and Promotional Advertising and Support Materials to Lavazza at the conclusion of this Agreement or otherwise as set out in this Agreement.

1.3 (Competing Product) The Buyer must not, during the operation of this Agreement, directly or indirectly sell or re-sell, promote or market any product that is the same as, similar to, or that competes with the Product supplied by Lavazza under this Agreement.

2 COMMENCEMENT AND TERM

2.1 (Term) Subject to clause 2.3, this Agreement commences on the Commencement Date and is for the Term.

2.2 (Successive Terms) At the end of the Term, this Agreement automatically continues indefinitely, until either party gives 3 months written notice of that party’s intention to terminate the Agreement or the Agreement is otherwise terminated in accordance with clause 6.1 or 6.2.

2.3 (No Fixed Term) Where the parties agree that this Agreement is not subject to a fixed Term, the Agreement applies to the Buyer in all respects, except that clause 2.1 and 2.2 shall not apply. In this case, this Agreement commences on the Commencement Date and continues indefinitely, until either party gives 2 months written notice of that party’s intention to terminate the Agreement or the Agreement is otherwise terminated in accordance with clause 6.1 or 6.2.

3 PRODUCT PRICE AND LICENCE FEE

3.1 (Charges)

3.1.1 The Licence Fee (if applicable) is payable by the Buyer to Lavazza in accordance with Item 7 of Schedule 1.

3.1.2 The Product Price and all other prices, fees, costs, expenses payable under this Agreement are as stipulated by Lavazza to the Buyer from time to time. Lavazza is to give the Buyer 28 days notice in writing of any change to Product Prices.

3.2 (FIS) Where the value of an order is $300 or above (excl GST), all Product Prices are FIS unless otherwise agreed in writing between the parties.

3.3 (Surcharge) Where the order value is less than $300 (excl GST), a delivery surcharge will apply as set out in Item 7 of Schedule 1.

3.4 (Ordering, Payment and Collection)

3.4.1 The Buyer must place orders for Product to Lavazza’s or its Authorised Distributor’s nominated Order Address.

3.4.2 Until Lavazza or its Authorised Distributor confirms the order with the Buyer, an order is not accepted.

3.4.3 Unless agreed otherwise, the Buyer must pay for the delivery of Product to the Buyer’s Order Address within 2 Business Days of confirmation of the order by Lavazza, and is to be accompanied by an invoice from Lavazza or its Authorised Distributor to the Buyer for the Product so delivered.

3.4.4 The Buyer must pay for the supply of Product within Lavazza’s or its Authorised Distributor’s standard terms of trade after delivery of Product in accordance with clause 3.4.3 (and whether or not the Product was collected by the Buyer).

3.5 (Late Payment) Without prejudice to any other rights of Lavazza, if the Buyer does not pay Lavazza, or its Authorised Distributor, any monies owed under this Agreement within the time specified in this Agreement (including, without limitation, any of clauses 3.1, 3.3, 3.4.4, 4.4 and 6.3) the Buyer must pay interest to Lavazza at the Interest Rate on the amount outstanding, calculated from the date such monies are owed.

3.6 (Risk and Insurance) Risk in the Product, Equipment and Promotional Advertising and Support Materials passes to the Buyer upon delivery by Lavazza or its Authorised Distributor at the Buyer’s Delivery Address. The Buyer must insure the Equipment and Promotional Advertising and Support Materials with an insurance Lavazza approved by Lavazza against all usual risks (including against loss, damage, fire, theft or destruction) for its full replacement value and for all third party public liability risks in respect of the use of the Equipment and Promotional Advertising and Support Materials by the Buyer in an amount sufficient to cover all Loss that Lavazza may suffer from the loss, damage or destruction of the Equipment and/or Promotional Advertising and Support Materials and must supply to Lavazza on demand a copy of a certificate of currency in relation to such policy. Lavazza is entitled to the proceeds of any insurance claim in respect to damage to or loss or destruction of the Equipment and/or the Promotional Advertising and Support Materials.

3.7 (Right and Title in the Product and Equipment)

3.7.1 Neither ownership of nor property in the Product delivered by or on behalf of Lavazza or its Authorised Distributor to the Buyer passes to the Buyer until the Buyer has paid all monies owing by the Buyer to Lavazza on all accounts.

3.7.2 The Equipment and the Promotional Advertising and Support Materials remain at all times the absolute property of Lavazza and title to the Equipment and Promotional Advertising and Support Materials do not pass from Lavazza to the Buyer.

3.8 (Personal Property Security Interest)

3.8.1 Retention of Property
The Buyer acknowledges and agrees that a PPS Lease is created by this retention of title provision granted by the Buyer to Lavazza, as the secured party, over the Equipment and Promotional Advertising and Support Materials to the Customer. The Buyer will continue to ensure Lavazza’s priority against any subsequent security interest and/or purchase money security interest over the Equipment and Promotional Advertising and Support Materials where the Buyer is the grantor of that security interest. The Buyer, for the purposes of preserving Lavazza’s interests, will on receipt of Equipment and Promotional Advertising and Support Materials ensure such goods are kept separate from goods where the Buyer has clear property or title in the goods. In the event that Lavazza ceases to supply the Product to the Buyer pursuant to this Supply Agreement or an insolvency event occurs in respect of the Buyer (meaning any step is taken for the liquidation or administration of the Buyer or the appointment of a receiver, receiver and manager or other controller to any of the Buyer’s assets), then Lavazza and its employees or agents shall have the right to enter without notice, upon the Buyer’s premises or any premises where the Equipment and Promotional Advertising and Support Materials are known to be stored to repossess the Equipment and Promotional Advertising and Support Materials and for this purpose, the Buyer grants reasonable access rights to the Lavazza and its employees or agents shall be entitled to do all reasonable things necessary to secure re-possession.

3.8.2 Personal Property Securities Act 2009 (PPSA)

If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest in connection with these Terms and Conditions of Trade, the Buyer agrees that the following provisions of the PPSA will not apply: section 95 (notice of removal of accession), to the extent that it requires the Lavazza to give notice to the Buyer, section 96 (when a person with an interest in the whole may retain an accession) subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires Lavazza to give a notice to the Buyer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention) and section 143 (reinstatement of security agreement).

3.9 (GST)

To the extent that a party makes a taxable supply under or in connection with this Agreement, except where express provision is made to the contrary, the consideration payable by a party under or in connection with this Agreement represents the value of the taxable supply for which payment is to be made and on which GST is to be calculated.

4 BUYER’S OBLIGATIONS

The Buyer must:

4.1 (Minimum Purchase) purchase the minimum amount of Product per week as set out in Item 6 of Schedule 1 (if any);

4.2 (Signage) ensure that the Location where the Product is to be sold is branded and designated as an outlet only for Lavazza branded coffee;

4.3 (Service Levels) make available all its staff to be trained by Lavazza and audit service levels at agreed intervals;

4.4 (Equipment) ensure that the positioning of the Equipment is safe and suitable for its purpose and complies with all relevant laws and regulations, and that water, electrical and other services are readily accessible. The Buyer shall also be responsible for the cost of all Equipment servicing and repairs or replacement resulting from User Error, unauthorised servicing or repairs, extraordinary wear and tear, alteration, tampering with parts, misuse, negligence, fire, theft, loss or damage. Lavazza will cover the cost of initial installation of equipment only. Any further movement of the Equipment from its original location and instances of User Error will be charged to the Buyer at the rate as set out in Item 7 of Schedule 1.

4.5 (Communication) communicate in sufficient detail to Lavazza as soon as practicable after becoming aware of any of the following:

4.5.1 any information known to the Buyer concerning the market for the supply of Product; or

4.5.2 any complaints made to the Buyer concerning Product;

4.6 (Good Faith) comply with any reasonable directives or instructions given by Lavazza in relation to any promotional activities concerning the nature, type, quality, characteristics, fitness for purpose, suitability, use and description of Product;

4.7 (Labelling) not remove, replace, alter, amend or change in any way the labelling of Product;

4.8 (Confidentiality) at all times maintain the confidentiality of the Confidential Information and not disclose the Confidential Information to third parties without the written consent of Lavazza; and

5 LIABILITY

5.1 Limitation of Liability) Lavazza is not liable in negligence, contract, breach of statutory duty or howsoever otherwise for physical or financial injury, loss or damage or for any indirect, consequential, special, exemplary, or incidental damages of any kind to persons or property (including without limitation, the Buyer and persons or corporations for whose conduct the Buyer is or may be liable) of any kind whatsoever as a result of any act, omission or statement made by Lavazza, its employees, contractors or agents (whether negligent or not) and arising out of the supply or delay in supply of Product, Equipment and/or Promotional Advertising and Support Materials, or otherwise arising under or out of this Agreement or its termination. Nothing in this clause limits any liability imposed by any statute unless and to the extent that it is lawful to do so.

5.2 The Buyer accepts that, to the extent permitted by law, Lavazza gives no warranty that the Equipment and Promotional Advertising and Support Materials is suitable for the Buyer’s purpose.

5.3 The Buyer indemnifies Lavazza for all loss, theft or damage to the Equipment and Promotional Advertising and Support Materials however
6 TERMINATION

6.1 (Termination by Notice of Default) If a party is in default under any provision of this Agreement the other party may give the defaulting party 14 days written notice requiring the defaulting party to rectify the default. This Agreement will terminate 14 days after receipt of such written notice unless such breach has been rectified within that period.

6.2 (Severance) If any provision of this Agreement or any part thereof is held invalid, unenforceable or illegal for any reason, this Agreement remains otherwise in full force and effect.

6.3 (Obligations on Termination) On expiry or termination of this Agreement:

6.3.1 in any circumstances (including where the Buyer terminates or ends this Agreement prior to or at the conclusion of the Term), the Buyer must:

6.3.1.1 stop selling the Product;
6.3.1.2 sell to Lavazza all stocks of the Product held by the Buyer at the time of termination at a mutually agreed price negotiated in good faith by the parties, taking into account the age and condition of the Product;
6.3.1.3 subject to clause 6.3.1.6, return all Equipment and Promotional Advertising and Support Materials to Lavazza within 7 Business Days of termination or expiry of this Agreement in the same condition, fair wear and tear excepted, as it was supplied to the Buyer. The Buyer must ensure the Equipment and Promotional Advertising and Support Materials is returned to Lavazza in a condition acceptable to Lavazza;
6.3.1.4 pay to Lavazza or its Authorised Distributor all moneys owed within 7 Business Days of termination or expiry of this Agreement;
6.3.1.5 indemnify Lavazza for any Loss suffered by Lavazza by reason that any of the Equipment or Promotional Advertising and Support Materials is damaged, lost, destroyed or not returned to Lavazza within 7 Business Days of termination or expiry of this Agreement (as the case may be) and for any removal costs necessarily incurred by Lavazza in the recovery of the Equipment or Promotional Advertising and Support Materials or the removal of any Product branding;

6.3.1.6 notify Lavazza in writing if the Buyer elects to retain the Equipment and, if it wishes to do so, refund Lavazza for the Equipment as set out in Item 9 of Schedule 1; and
6.3.1.7 refund to Lavazza the pro-rata repayment of any Marketing Support provided by Lavazza to the Buyer as set out in Item 5 of Schedule 1.

6.3.2 prior to the conclusion of the Term, the Buyer must, in addition to its obligations under clause 6.3.1, pay an early termination fee to Lavazza to be calculated by reference to the formula set out in Item 10 of Schedule 1.

6.3.3 the Buyer must pay any amount pursuant to this clause 6 to Lavazza within 7 Business Days of termination or expiry of this Agreement.

6.4 (Change of Ownership) If the Buyer agrees to sell, assign or otherwise transfer its business to a third party and that party does not enter into an agreement with Lavazza (on the same or substantially similar terms and conditions as this Agreement) for at least the balance of the Term, the Buyer must:

6.4.1 notify Lavazza in writing that the Buyer has agreed to sell, assign or otherwise transfer its business to a third party within 5 business days of entering into that agreement; and
6.4.2 comply with the obligations set out in clause 6.3 (including the early termination obligations as set out in clause 6.3.2).

7 GENERAL

7.1 (Force Majeure) Neither party is liable to the other for any failure to fulfill its obligations if any such failure is due to Force Majeure.

7.2 (Assignment) The Buyer may not assign, charge or otherwise deal in any of its rights or obligations under this Agreement without the prior written consent of Lavazza. Lavazza may assign its rights and obligations to any person.

7.3 (Entire Agreement) This Agreement is the entire agreement between the parties as to its subject matter and, subject to clause 7.10, supersedes any previous arrangements, agreements, deeds, representations, understandings or statements (whether oral or written).

7.4 (Notices)

7.4.1 Any notices which either party may give or be required to give to each other under this Agreement may be delivered by hand, by mail, by facsimile or by e-mail to the following addresses:

Lavazza:
Lavazza Commercial Manager
Valcorp Fine Foods Pty Ltd
224 Faraday Street
CARLTON VIC 3053
Facsimile: (03) 9224 1999

Lavazza:
Valcorp Fine Foods Pty Ltd
224 Faraday Street
CARLTON VIC 3053
Facsimile: (03) 9224 1999

7.4.2 A notice under this Agreement is deemed given:

7.4.2.1 in the case of hand delivery, upon written acknowledgment of receipt by the recipient;
7.4.2.2 in the case of posting, 2 Business Days after despatch; and
7.4.2.3 in the case of facsimile, upon receipt of transmission if on a business day or otherwise at the start of the first business day following transmission.

7.5 (Survival) The covenants, conditions and provisions of the Agreement that by their terms or sense are intended to survive the expiration or termination of the Agreement survive the expiration or termination of the Agreement.

7.6 (Binding) Subject to any provision to the contrary, this Agreement is for the benefit of and is binding upon the parties and their successors, trustees, permitted assignees or receivers but is not for the benefit of any other persons.

7.7 (Severability) If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement remains otherwise in full force apart from such provision which is deemed severed.

7.8 (Jurisdiction) This Agreement is governed by and interpreted in accordance with the laws of the State of Victoria and the parties agree to submit to the non-exclusive jurisdiction of the courts of that State.

7.9 (Interpretation) In interpreting this Agreement, no rules of construction shall apply to the disadvantage of Lavazza on the basis that it prepared the Agreement or any part thereof.

7.10 (Amendment) This Agreement may be amended only by another agreement executed by all parties who may be affected by the amendment.

7.11 (Severance) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

7.12 (Costs) Each party must pay its own costs in relation to:

Page 6 of 8
7.13 (Consent) Unless otherwise specified, if any clause of this agreement requires a party to give its consent, such consent may be given conditionally or unconditionally or withheld in the absolute discretion of that party.

7.14 (Governing Law) This Agreement is governed by the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State.

7.15 (Terms of Credit) The terms of this Agreement apply in addition to any terms and conditions of credit extended by Lavazza to the Buyer.

8 DEFINITIONS AND INTERPRETATION

8.1 (Definition) In this Agreement, unless the contrary intention appears:

Agreement means this Product and Equipment Supply Agreement.

Authorised Distributor means a distributor nominated by Lavazza to distribute Product.

Business Day means a day on which banks are open for business in Melbourne, other than a Saturday, Sunday or gazetted public holiday.

Buyer's Delivery Address means the address set out in Item 2 of Schedule 1.

Commencement Date means the date set out in Item 1 of Schedule 1.

Confidential Information means and includes:

(a) all information and materials in any format concerning Lavazza's accounts, finances, business plans, trade secrets, manufacturing processes, formulae, marketing or sales plans, research, management, products, designs, inventions, Buyer lists, supplier information; databases, records, reports and software;

(b) the terms of this Agreement;

(c) information designated in writing as confidential by Lavazza from time to time during the term of this Agreement;

(d) any information acquired by the Buyer from Lavazza in the course of negotiations;

(e) information imparted in confidence by Lavazza to the Buyer; and

(f) any other information which would be regarded as confidential information in equity, except insofar as any of the above is public knowledge at the date of this Agreement or becomes public knowledge other than by way of a breach of this Agreement.

Equipment means the equipment supplied by Lavazza to the Buyer as set out in Item 4 of Schedule 1.

Event of Insolvency means any one or more of the following:

In the case of a corporation:

• the appointment of a liquidator, provisional liquidator, administrator or deed administrator to the corporation or any of its assets;

• the appointment of a receiver or receiver and manager (whether by any Court or pursuant to any instrument or however otherwise) to the corporation or any of its assets;

• any mortgagee or chargee by itself or an agent taking possession of all or any part of the corporation's assets;

• an application is made to any Court for an order or an order is made or a meeting is convened or a resolution is passed for the appointment of a liquidator, provisional liquidator or administrator to the corporation or an order is made for the winding up of the corporation;

• the corporation becomes or is declared insolvent within the meaning of any applicable law or is deemed unable or admits its inability to pay its debts as they fall due; and

In the case of a natural person:

• the person becomes a "bankrupt" within the meaning of the Bankruptcy Act 1966 (Cth);

• the person is or becomes an "insolvent under administration" within the meaning of the Bankruptcy Act 1966(Cth);

• the person gives an authority under section 188 of the Bankruptcy Act 1966 (Cth);

• a receiver or receiver and manager is appointed to or in respect of any of the person's assets; or

• a mortgagee whether by itself or by an agent takes possession of all or any part of the person's assets;

FIS means free into store.

Force Majeure includes any act of God including lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, act of war, terrorist action, revolution or any unlawful act against public order or authority, industrial dispute not caused by either of the parties, governmental restraint or any other event which is not within the reasonable control of either party.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition acts.

GST has the meaning in the GST Act.

Intellectual Property means all patent, copyright, design, trademark and other industrial or intellectual property rights and know-how of a party whether registered or unregistered and whether capable of registration or otherwise.

Interest Rate means the interest rate equal to the per annum percentage rate at the relevant time charged by Lavazza's then principal banker on commercial loans of more than $100,000 plus 5 percentage points.

Loss means all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses of any description.

Licence Fee means the fee payable by the Buyer for use of the Equipment set out in Item 7 of Schedule 1.

Marketing Support means the Marketing Support (if any) provided by Lavazza to the Buyer, to be approved by Lavazza, as set out in Item 5 of Schedule 1.

Order Address means Lavazza's or its Authorised Distributor's nominated address.

Other Support means the Other Support (if any) provided by Lavazza to the Buyer as set out in Item 5 of Schedule 1.

Product means the products supplied by Lavazza to the Buyer under this Agreement (initially set out in Item 8 of Schedule 1, and subsequently as notified by Lavazza to the Buyer from time to time).

Product Price means the price for each Product, exclusive of GST, (initially set out in the Price List annexed to this Agreement, and subsequently varied, as notified by Lavazza to the Buyer from time to time).

Promotional Advertising and Support Materials means the Promotional Advertising and Support Materials (if any) supplied by Lavazza to the Buyer as set out in Item 5 of Schedule 1.

Support means the Support (if any) provided by Lavazza to the Buyer as set out in Item 5 of Schedule 1.

Surcharge means the delivery fee payable by the Buyer for an order that has a value under $300 (excluding GST) in accordance with clause 3.3.

Term means the term of this Agreement as set out in Item 3 of Schedule 1 (if any) unless terminated earlier under clause 6.

User Error includes but is not limited to:

(a) errors due to a failure to follow daily cleaning guidelines resulting in blocked:

(i) steam arms;

(ii) waste pipes;

(iii) shower screens and three way valves;

(b) errors due to operational set up or the Buyer's barista behaviour, such as:
(i) low pressure or temperature as a result of using coffee boiler for large amounts of water for tea or hot water supply (tea should be served from fresh water in urn/kettles);
(ii) contaminated boiler as a result of soaking steam wands or insufficient daily usage;
(iii) blown elements through excessive dirt and water entering through the top of the Equipment. Liquid and powdered products must not be stored on top of the Equipment;
(c) tasks to be undertaken by the Buyer’s barista, such as:
   (i) adjusting or trouble shooting grind settings;
   (ii) dealing with issues that can be rectified over the phone; and
(d) local causes, such as:
   (i) blocked water filters, low water inlet pressure, local power surges, poorly designed water pipes, electrics not to specified requirements.

8.2 Interpretation In this Agreement, unless the contrary intention appears:
8.2.1 headings are for convenience and do not affect interpretation;
8.2.2 any reference to a clause or Schedule is a reference to a clause of or Schedule to this Agreement and references to this Agreement include any Schedule and annexure;
8.2.3 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
8.2.4 any reference to “$” is to the lawful currency for the time being of the Commonwealth of Australia;
8.2.5 where an expression is defined, another part of speech or grammatical form has a corresponding meaning;
8.2.6 the singular includes the plural and vice versa;
8.2.7 the word person includes a firm, a body corporate, an unincorporated association or an authority;
8.2.8 a reference to a gender includes all genders;
8.2.9 where any obligation of this Agreement is to be performed on a day other than a Business Day, that obligation is to be performed on the following Business Day;
8.2.10 reference to the word “include” or “including” or cognate words and expressions are to be construed without limitation;
8.2.11 where a time period is required to be calculated from a specified date, that date is not to be included in the calculation;
8.2.12 a covenant or agreement on the part of two or more persons binds them severally and jointly;
8.2.13 a party enters into this Agreement in its own right and as trustee of any trust of which it is trustee.

Executed by Valcorp Fine Foods Pty Ltd t/as LavAzza Coffee by being signed by those persons who are authorised to sign for it:


Authorized Signature


Signature of Witness

Print Name

Print Name

Executed by the Buyer by being signed by those persons who are authorised to sign for it


Signature


Signature

Print Name

Print Name