

# Supply Agreement



This Supply agreement is between Cobra Waste Solutions (ABN: 77 147 105 879) and:

Customers Name:  ABN:   
Trading As:  ACN:   
Customer Address:   
 State:  P/Code:   
Service Address:   
 State:  P/Code:   
Contact Name:  Mobile:   
Email Address:  Phone:   
Email Address for Invoices:

## Terms of This Supply Agreement

Commencing Date:  to End Date:

Service Type	Bin Size / m3	QTY	Bin Type	Waste Type	Frequency	MON	TUE	WED	THU	FRI	SAT	SUN
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maximum Density	Bin Delivery Date	First Service Date	Delivery Fee	Change Over Fee	Public Holiday Fee							
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>							
Fixed Monthly Rate	Monthly Rental	Each Service Rate	Over Maximum Density Charge	Disposal Included	Disposal Fee							
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>							

## Bins Specs

Lids	Colour	On Wheels	CWS Lock	Lock Fee	Gate Key Issued
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Special Instructions <input type="text"/>					

Service Type	Bin Size / m3	QTY	Bin Type	Waste Type	Frequency	MON	TUE	WED	THU	FRI	SAT	SUN
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maximum Density	Bin Delivery Date	First Service Date	Delivery Fee	Change Over Fee	Public Holiday Fee							
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>							
Fixed Monthly Rate	Monthly Rental	Each Service Rate	Over Maximum Density Charge	Disposal Included	Disposal Fee							
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>							

## Bins Specs

Lids	Colour	On Wheels	CWS Lock	Lock Fee	Gate Key Issued
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Special Instructions <input type="text"/>					

# The Cobra Group (Aust)

## Terms & Conditions of Supply

### 1. Terms and Renewal

The initial term of the agreement is specified on the front page of this agreement.

Either party can end this agreement at the end of the term by giving written notice, if no such notice is given, the agreement will continue after the expiry date.

### 2. Services

Cobra Waste Solutions will provide services in accordance to this agreement, and the customers agrees to use Cobra Waste Solutions exclusively whilst in these terms, except that customer will not be required to use Cobra Waste Solutions exclusively to the extent and for any period during which Cobra Waste Solutions is unable to provide the service.

Cobra Waste Solutions will use all reasonable endeavours to perform the collection services on the agreed days but during such hours determined by Cobra Waste Solutions.

### 3. Fees and Payments

The Customer must pay Cobra Waste Solutions the fees in consideration for the provision of the services.

At least monthly Cobra Waste Solutions will provide the customer with a tax invoice for the fees and services supplied by Cobra Waste Solutions and any other amounts owing under this agreement.

The customer must pay Cobra Waste Solutions the invoiced amount in full within the 30 day from the issued invoice.

Cobra Waste Solutions may charge customer and acting reasonable and within reason should premises change from the initial agreement, adjust fees to reflect the change.

Cobra Waste Solutions may reasonably adjust fees twice in any 12-month period, giving 30 days written notice to the customer in relation to services, including increases in disposal costs, fuel costs, government taxes, charges and levies.

The customer may dispute the proposed fee adjustment by giving Cobra Waste solutions 14 days written notice of the proposed adjustments Cobra Waste Solutions and the customer will discuss the disputed fee adjustment and try to resolve. If a resolution cannot be agreed the customer may terminate the agreement with 60 days written notice.

### 4. Equipment

The Equipment remains the property of Cobra Waste Solutions at all times.

From the time of delivery of the equipment to the premises, until the equipment is collected by or returned to Cobra Waste Solutions – **the customer**

- Must at its expense use, store and operate the equipment with any instructions given by Cobra Waste Solutions and any applicable laws.
- Is responsible for any damage, theft loss or destruction of the equipment, excepting normal wear and tear.
- Must provide Cobra Waste Solutions sufficient access to the premises to enable Cobra Waste Solutions access and provide services.

### 5. Miscellaneous

Where the customer commences operations at, or moves its operations to premises other than the premises in this agreement, the agreement will be varied to suit the applicable premises. Fees and charges may apply.

- The customer will provide Cobra Waste Solutions an opportunity to match any offer of an alternative supplier to provide the services, but the customer will not be obliged to accept Cobra Waste Solutions counter offer in these circumstances outside the agreement dates shown on the front page.
- The Customer represents and warrants that the customer's representative signing this agreement has the authority to sign and enter this agreement.
- The customer must allow and provide Cobra Waste Solutions access to the agreed site, when the agreed days of service is determined.
- Should Cobra Waste Solutions be delayed on site for any reasons outside Cobra Waste Solutions control, the Customer will be given the opportunity to rectify the delay, if unresolved and access to provide services is restricted a missed service fee may apply.
- If Cobra Waste Solutions provides a CWS lock, the customer will be issued a key, and takes responsibility of the key and lock, if misplaced the customer maybe liable of a replacement lock and bare all costs.
- If the customer has their own lock, a key must be provided to Cobra Waste Solutions to be able to provide the services to the agreed terms.
- The Customer is responsible of the items placed in the Bins and subject to inspection may be liable for additional fees, if any material is hazardous, asbestos, liquid waste.
- The customer is responsible for the bins on site and ensures that the waste disposed of is placed in the correct bins.

#### Customer Authorised Representative

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

#### Cobra Waste Solutions Representative

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_