



# SUPPLY OF SERVICES CONTRACT

version1.0



























































- (vii) this document or another document includes the document as varied or replaced; and
  - (viii) any party to this document, or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns.
- (d) The expressions "we", "us", "our", "you" or "your" will include their respective successors and permitted assigns and novatees.
- (e) A reference to a person includes a reference to a person, firm, corporation or other legal entity.

## SCHEDULE 1 – SECURITY INTEREST

- (f) You acknowledge that this Contract constitutes a security agreement which creates a security interest in favour of us where:
  - (i) we supply equipment to you, in any Goods (and all after acquired Goods supplied by us to you, or your account); or
  - (ii) there is any obligation to us that is required to be performed by you under this Contract in your all your present and after acquired property.
- (g) You agree to grant a PMSI in the Goods and all future Goods supplied to you by us during the term of this Contract.
- (h) You agree that the PMSI has attached to all Goods now or in the future supplied to you by us.
- (i) You agree, until title in the Goods passes to you, to keep all Goods free of any charge, lien or security interest except as created under this Contract and not otherwise deal with the Goods in a way that will or may prejudice our rights under this Contract or the PPSA.
- (j) You undertake to sign any further documents and/or provide any further information (which information you warrant to be complete, accurate and current) which we may reasonably require to enable registration of a financing statement or financing change statement on the PPSR or to ensure that the security interest in the Goods or in all your present and after acquired property is otherwise enforceable, perfected and effective.
- (k) You undertake to indemnify, and upon demand, reimburse us for all expenses incurred in registering a financing statement or financing change statement on the PPSR.
- (l) You undertake to give to us not less than 14 days prior written notice of any proposed change in your details, including, but not limited to, changes of address, company or business name and/or contact details.
- (m) Unless otherwise agreed to by us in writing, you will not disclose to any third party any information of the kind referred to in Section 275(1) of the PPSA.
- (n) We are not obliged to give you any notice or provide copies of any documents under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded and you consent to the waiver of the requirement for notice or copies of any documents under this clause.
- (o) ECN and the Customer each agrees that the following provisions of the PPSA do not apply to or in relation to the security interest to the extent that the PPSA permits the parties to contract out of or waive such provisions: section 95 (notice of removal of accession) to the extent that it requires us as a secured party to give a notice to the Customer as grantor; section 96 (when person may retain an accession); section 117 (obligations secured by land and personal property); section 118 (enforcing securities in accordance with land law); section 125 (obligation to dispose of or retain collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); section 130 (notice of disposal), to the extent that it requires us as secured party to give a notice to the Customer as grantor; section 132(3)(d) (secured party to give statement of account); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention of collateral); and section 143 (reinstatement of security agreement).