

In the event of **EQUIPMENT BREAKDOWNS** make direct contact with the **Nominated Service Agent**  
**CONTACT DETAILS LISTED ON INDIVIDUAL EQUIPMENT STICKER/BADGE.**

1. **Ownership:** The Equipment remains the property of the Company and is provided to the Retailer subject to the terms and conditions of this agreement.
2. **Identification and Location:** All name plates, labels, numbering, lettering and insignia identifying the Equipment are to be fully protected and must not be altered, defaced, obscured or removed. The Equipment is not to be removed from the Outlet without the written consent of the Company.
3. **Merchandise:** **The Equipment is provided for the exclusive purpose of the retail display, promotion and sale of Norco dairy products and chilled drinks.** The storage of non Norco Products in the Equipment is not permitted unless authorised by a Norco Representative. The Retailer agrees to carry sufficient stock to meet consumer demand between normal delivery schedules and agrees to range all new products as they are introduced into the market place. The Retailer must keep the Equipment fully stocked, or maintain the stock displayed in the Equipment so that they appear to be fully stocked, with Norco Products, ensure the Equipment is not obscured, altered, damaged or defaced in any way and ensure they are at all times kept clean.
4. **Return on Investment:** **In order for the Retailer to retain the right to use the equipment, it is agreed that the minimum value of products purchased (excluding GST) from the Company, or any of its distributors, shall average the weekly amount listed on this agreement, and the Retailer must strictly comply with clause 3.**
5. **Maintenance:** It is the responsibility of the Retailer to maintain the Equipment in accordance with procedures and guidelines that the Company may establish from time to time for equipment of its type. The Retailer must promptly arrange for all repairs and maintenance to be attended to by calling the **Nominated Service Agent**. The Retailer is responsible for all costs related to the repair & replacement of damaged equipment (other than damage caused through normal wear & tear).
6. **Electrical Testing:** The Company has arranged for the testing of the electrical aspects of the Equipment in accordance with applicable Australian Standards prior to delivery to the Outlet. The Retailer must:
  - a) Promptly and regularly, inspect test all electrical and other aspects of the Equipment in accordance with:
    - i) the requirements of all relevant legislation , regulations, rules, laws and bylaws, any statutory or government agencies, and any applicable Australian Standards, from time to time in force; and
    - ii) any procedures and any other guidelines that the Company may notify the Retailer of from time to time; and
    - iii) all maintenance and electrical work (including test and tag) can only be performed by an appropriately qualified tradesperson at the cost of the retailer.
  - b) promptly provide to the Company full details of the results of any such inspections and tests in a form and containing such information as the Company may reasonably require from time to time.
7. **Equipment failure:** If the Equipment fails for any reason, the Company has no obligation to replace any products damaged by the failure, regardless of who supplied them. The Retailer must take out and maintain at all times insurance to cover such risk of an amount appropriate to the conduct of the Retailer's business and holding of stocks of products.
8. **Inspection:** The Retailer must permit the Company's representatives to inspect, service, test and/or repair the Equipment as they see fit.
9. **Cleanliness:** It is the responsibility of the Retailer to ensure the Equipment is kept clean internally and externally. In the case of refrigeration Equipment, the Retailer must also ensure the Equipment is defrosted regularly and that the temperature is maintained at the recommended level or within the recommended range. The user guide can be consulted or a request made to the Company's representative for more details.
10. **Transfer or Cancellation:** The Company must be notified immediately of any change of ownership of the business located at the address described in this agreement. Under such circumstances a new agreement would be required to be negotiated. This agreement terminates on a change of ownership, and may not be assigned to another person by the Retailer without the Company's prior written consent.
11. **Termination or Cancellation:** **This agreement may be terminated by either party giving to the other not less than 14 days notice to the other party.**
12. **Notices:** Service of all notices under this agreement is sufficient if delivered or sent by ordinary prepaid post to the party concerned at that party's address shown above or at such address as that party may from time to time notify in writing to the other.
13. **Default:** The Company at its discretion may terminate this agreement without notice if the Retailer is in default of any terms of this agreement or any terms of the supply of any products by the Company or its distributors to the Retailer.