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### **Vendor/Supplier Agreement**

This Agreement is entered into by Luxi Golf™ Pty Ltd, with its principal place of business at 38 Auk Ave, Burleigh Waters, QLD 4220, ("Luxi Golf™") and [Vendor/Supplier Legal Name], with its principal place of business at [Vendor's Business Address] ("Vendor").

#### 1. Scope of Services

1.1. The Vendor agrees to provide [detailed description of services and/or products] as per the specifications outlined in Attachment A.

1.2. Luxi Golf™ agrees to procure these services/products based on terms set forth herein.

#### 2. Term of Agreement

2.1. This Agreement commences on [Start Date] and, subject to early termination provisions, will continue until [End Date].

#### 3. Pricing and Payment

3.1. Pricing for services/products is as outlined in Attachment B.

3.2. Luxi Golf™ shall make payment within 30 days following receipt and acceptance of the Vendor's invoice.

#### 4. Quality Assurance and Compliance

4.1. The Vendor assures adherence to all quality standards and compliance with relevant QLD laws and industry standards.

4.2. The Vendor is responsible for obtaining any necessary licenses, permits, or approvals.

#### 5. Insurance and Indemnification

5.1. The Vendor shall maintain insurance coverage as outlined in Attachment C.

5.2. The Vendor agrees to indemnify Luxi Golf™ against all liabilities, claims, and expenses arising from the Vendor's negligence or breach of this Agreement.

#### 6. Confidentiality

6.1. Both parties agree to keep confidential information disclosed during the Agreement's term strictly confidential.

#### 7. Termination

7.1. Either party may terminate this Agreement with 90 days’ written notice.

7.2. Immediate termination is permissible for breach of contract, with notice given in writing.

#### 8. Dispute Resolution

8.1. Disputes arising under this Agreement shall first be resolved through mediation in QLD. If unresolved, disputes shall be subject to arbitration in accordance with the QLD Arbitration Act.

#### 9. Force Majeure

9.1. Neither party is liable for delays or failures in performance resulting from acts beyond their reasonable control.

#### 10. Entire Agreement

10.1. This Agreement, including all Attachments, constitutes the entire agreement between Luxi Golf™ and the Vendor.

#### 11. Governing Law

11.1. This Agreement is governed by the laws of Queensland, Australia.

#### 12. Amendments

12.1. Any amendments to this Agreement must be in writing and signed by both parties.

#### 13. Severability

13.1. If any part of this Agreement is found invalid or unenforceable, the remainder of the Agreement remains in effect.

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#### Signatures

Luxi Golf™ Pty Ltd

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

[Vendor/Supplier Legal Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

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### **Attachment A: Description of Services/Products**

Attachment A to Vendor/Supplier Agreement between Luxi Golf™ Pty Ltd and [Vendor/Supplier Name]

1. Service/Product Description:

* Service/Product Name: [Detailed Name]
* Description: [Detailed description of the service or product, including any specifications or standards to be met]
* Delivery/Performance Schedule: [Timeline for delivery or performance of the service/product]
* Location(s) of Service/Product Delivery: [Specify locations where services will be provided or products delivered]
* Special Requirements: [Any special requirements or conditions related to the service/product]

2. Modifications and Updates:

* Details of how changes or updates to the services/products will be managed and communicated.

3. Acceptance Criteria:

* Criteria for Luxi Golf™ to accept the service/product as complete or satisfactory.

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### **Attachment B: Pricing Schedule**

Attachment B to Vendor/Supplier Agreement between Luxi Golf™ Pty Ltd and [Vendor/Supplier Name]

1. Pricing Details:

* Service/Product: [Name]
* Unit Price: [Price per unit/service]
* Quantity: [Number of units/services provided]
* Total Price: [Total price for the quantity provided]

2. Payment Terms:

* Payment schedule (e.g., advance, on delivery, post-delivery)
* Any applicable discounts or special pricing conditions

3. Additional Costs:

* Details of any additional costs (e.g., taxes, delivery charges)

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### **Attachment C: Insurance Requirements**

Attachment C to Vendor/Supplier Agreement between Luxi Golf™ Pty Ltd and [Vendor/Supplier Name]

1. Insurance Policies Required:

* Types of insurance required (e.g., public liability, professional indemnity)
* Minimum coverage amounts

2. Proof of Insurance:

* Requirement for the Vendor to provide proof of insurance (e.g., certificates of insurance)

3. Notification of Changes:

* Requirement for the Vendor to notify Luxi Golf™ of any changes to insurance coverage