1 DEFINITIONS

(a) In this document, except where the context otherwise requires:

Anti-Competitive Behaviour means any conduct (including entering into, or giving effect to, an agreement or any other form of coordination or cooperation) that is unlawful or otherwise restricted or prohibited under any applicable competition laws (including the *Competition & Consumer Act 2010* (Cth) as amended from time to time);

Anti-Corruption Laws means the *Criminal Code Act 1995* (Cth), and any other anti-bribery or corruption laws or legislation applicable to the Purchaser;

Authority means any public or statutory or government (whether federal, state or local) body, authority, council, inspectorate, department, ministry, official or agency with jurisdiction at law over any matter connected with this Purchase Order Agreement;

Business Day means a day that is not a Saturday, Sunday or public holiday in State or Territory of Australia that the Delivery Point is located in;

Chain of Responsibility Laws means all road transport laws and Legislative Requirements applicable to the Delivery of Goods by the Supplier, and includes (but is not limited to) the specific Legislative Requirements identified as being a '*Chain of Responsibility Law*' in clause 29.

Civil Liability Act has the meaning given set out in clause 29;

Contamination means the presence in, on or under land, air or water of a substance (whether a solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration that either presents a material risk of harm to human health or any other aspect of the environment, or is in non-compliance with any Legislative Requirement;

Date for Delivery means the date specified in the Purchase Order as being the date for Delivery of the Goods or completion of the Services, as the case may be. If a date is not specified in the Purchase Order, the Date for Delivery is the earliest date that a Diligent supplier could complete the provision of the Goods or Services;

Defect, in relation the Goods or Services, means that the Good or Service (or any part of it) does not meet the standards required by the Purchase Order Agreement, or is physically damaged, or is otherwise deficient, faulty or inadequate in either design, performance, workmanship, quality or composition. ***Defective*** has a corresponding meaning;

Defect Liability Period means:

(i) in relation to each Good, a period commencing on the date that Good is Delivered to the Purchaser, and

(ii) in relation to the Services, a period commencing on the day the Services have been competed in full,

and expiring 12 months later (as extended pursuant to clause 12(d));

Delivery means the packaging of any Goods, and their safe and secure transport and unloading to the designated Delivery Point (including, in accordance with the delivery terms specified in the Purchase Order). ***Deliver*** and ***Delivered*** have a corresponding meaning;

Delivery Point means:

(i) in relation to Goods, the location specified for the Delivery of the Goods in the Purchase Order or such other reasonable location the Purchaser notifies to the Supplier from time to time; and

(ii) in relation to Services, the location specified in the Purchase Order from which the Services are to be performed and any deliverables or result of the Services handed over to the Purchaser, or such other reasonable location the Purchaser notifies to the Supplier from time to time;

Diligence means the exercise of the degree of skill, expertise, diligence, care and foresight that would be expected of a properly qualified, skilled and experienced professional person regularly engaged in supplying the Goods and/or Services, and ***Diligent*** has a corresponding meaning;

Force Majeure Event means, in relation to the party asserting it exists, any event or circumstances that:

(i) is not within that party's reasonable control;

(ii) could not have been foreseen or anticipated by that party at the time it entered the Purchase Order Agreement by the exercise of reasonable care; and

(iii) actually prevents or delays that party from performing its obligations under the Purchase Order Agreement,

but it does not include any inclement weather experienced by that party, any physical conditions it encounters at any Site or at the Point of Delivery (including any latent conditions) or any industrial action involving it (or its subcontractor's) workforce;

Goods means the items to be provided by the Supplier to the Purchaser as described in the Purchase Order;

Goods and Services Tax means any goods and services tax, value added tax or any tax analogous thereto but excludes any statutory late payment interest or penalties;

Insolvency Event, in relation to a party, means:

(i) the appointment of a receiver, receiver and manager, administrator (including voluntary administration), a liquidator or a provisional liquidator, or a controller (as defined in s9 *Corporations Act 2001*) to that party or any of its assets;

(ii) the making of any application to the court, or the convening of a meeting, or the commencing any negotiations, for the purpose of implementing or agreeing: a moratorium on any debts of that party; any assignment, composition or arrangement (formal or informal) with that party's creditors; or any arrangement by which the assets of that party are subjected conditionally or unconditionally to the control of that party's creditors or a trustee; or

(iii) the entry into any agreement or other arrangement of the type referred to in this paragraph (ii) above (including but not limited to a Deed of Company Arrangement);

Legislative Requirement means:

(i) any statutes and legislation, and includes any regulations, by-laws, ordinances, proclamations, orders, awards or other subsidiary legislation or instruments issued under any statutes and legislation;

(ii) the terms and conditions of any approvals, certificates, licences, consents, permits, authorisations, permissions, determinations, notices, waivers and/or other requirements of, or issued by, any Authority; and

(ii) any fees and charges payable in connection with the foregoing;

Modern Slavery Offence means any conduct that in any way breaches, or constitutes an offence under, the *Modern Slavery Act 2015* (UK), the *Criminal Code Act 1995* (Cth) or *Modern Slavery Act 2018* (Cth);

OHS Plan means any occupational health and safety plan which outlines how the Supplier, in performing its obligations under the Purchase Order Agreement, shall meet and discharge its obligations under any Legislative Requirement concerning health and safety matters;

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth);

Pre-Existing Intellectual Property means, in relation to a party, any intellectual property belonging to or licenced to that party which:

(i) existed prior to entering the Purchase Order Agreement; or

(ii) came into existence after entering the Purchase Order Agreement otherwise than in connection with that party performing its obligations under the Purchase Order Agreement;

PPS Act means the *Personal Property Securities Act 2009* (Cth) and includes any regulations or subsidiary legislation made under it;

Price means the amount or price specified in the Purchase Order as being payable for the Goods or the Services;

Principal means the client of the Purchaser that either:

(i) is named or otherwise identified on the Purchase Order; or

(ii) the Purchaser makes known to the Supplier before, or within a reasonable time after issuing the Purchase Order, the Purchaser requires the Goods and/or Services for;

Privacy Laws means the *Privacy Act 1988* (Cth) and all other laws, rules and regulations in Australia which relate to the privacy, protection, use or disclosure of Personal Information;

Purchaser means the party that issued the Purchase Order;

Purchase Order means the purchase order issued by the Purchaser;

Purchase Order Agreement means the agreement comprised of the documents listed in clause 2(c). For the avoidance of doubt, the Supplier's proposed terms and conditions do not form part of a Purchase Order Agreement other than to the extent those terms are:

(i) expressly included in a Special Conditions Schedule; or

(ii) expressly type-written into the Purchase Order itself;

Purpose means all of the following:

(i) any purpose(s) expressly identified or stated in the Purchase Order; and

(ii) any purpose(s) which a Diligent supplier would or could reasonably anticipate the Goods or Services may be used for given their nature and the industry the Purchaser works in.

Sensitive Information has the same meaning as in the *Privacy Act 1988* (Cth);

Services means the services to be provided by the Supplier to the Purchaser as described in the Purchase Order;

Site means any site or location specified in the Purchase Order or such other site or location the Purchaser grants the Supplier access to for the purpose of the Supplier performing its obligations under the Purchase Order Agreement (irrespective of whether the Purchaser owns or has exclusive possession of that site or location);

SOP Act means has the meaning set out in clause 29

SOP Assessment Date has the meaning set out in clause 29;

SOP Day means a 'business day', or where the Delivery Point is in the Northern Territory 'working day', as that term is defined in the SOP Act;

SOP Payment Date has the meaning set out in clause 29;

Special Conditions Schedule means the document (if any) identified by type-written text in a Purchase Order, which document itself sets out the additional or amended terms and conditions applicable to the provision of the Goods or Services. For the avoidance of doubt, any terms and conditions incorporated by reference into a document that is identified in type-written text in a Purchase Order do not constitute a Special Conditions Schedule and do not form part of the Purchase Order Agreement;

Standards means:

(i) in relation to each Good, each of the following requirements:

(A) the Goods comply strictly with the Purchase Order Agreement, including as to the specification(s), quality (state and condition), quantity and/or technical standards required by the Purchase Order Agreement;

(B) the Goods strictly comply with all applicable Australian Standards (other than to the extent that would be inconsistent with an express standard or specification referred to in the Purchase Order);

(C) upon Delivery to the Point of Delivery, the Goods are free of Defects;

(D) the Goods correspond in all respects with any sample and/or description of the Goods provided or shown to the Purchaser before the Purchase Order was issued;

(E) upon the transfer of title to the Goods pursuant the Purchase Order Agreement, the Goods are free from any lien, charge or encumbrance in favour of any person;

(F) the Goods are of merchantable quality and (unless expressly specified otherwise in the Purchase Order) are new; and

(G) the Goods are fit for the Purpose;

(ii) in relation to Services, each of the following requirements:

(A) the Services are free from Defects;

(B) the Services have been provided Diligently; and

(C) the Services are fit for the Purpose;

Supplier means the party to whom the Purchase Order is addressed; and

Variation means any change in the specification, quantity, quality or description of the Goods or Services (and includes the supply of substitute or equivalent goods or services in place of the Goods or Services), and **Vary** has a corresponding meaning. For the avoidance of doubt, any activity the Supplier is required to undertake pursuant to clause 5(g) or clause 12 does not constitute at Variation.

(b) In the interpretation of the Purchase Order Agreement, unless the context requires otherwise:

(i) any reference to the singular includes the plural and the plural includes the singular;

(ii) a reference to any law (including any Legislative Requirement) is a reference to that law as amended, restated or consolidated from time to time;

(iii) if a word or phrase is defined in the Purchase Order Agreement, other parts of speech and/or other grammatical forms of that word or phrase have corresponding meanings;

(iv) any use of the term "or" denotes an inclusive, meaning any one, some or all of a number of possibilities;

(v) no provision (or part of a provision) of this Purchase Order Agreement is to be construed adversely against the interests of a party because that party proposed, drafted or prepared the Purchase Order Agreement or that provision or that part of the provision or stands to benefit from it;

(vi) a reference to a "clause" is a reference to a clause of that number in this document; and

(vii) the words "includes", "including" or "such as" (or similar term) are not words of limitation and each is to be read as if it is immediately followed by the expression "but not limited to" (or a similar

expression that is grammatically appropriate to the context).

(c) In this document, headings are for convenience only and do not affect the meaning of any provisions of this document.

2 OFFER TO ENTER PURCHASE ORDER AGREEMENT

(a) Where the parties have a signed and current contract in place for the provision of the Goods and/or Services at the time the Purchase Order is issued to the Supplier (**Current Contract**), the Current Contract applies to the provision of the Goods and/or Services and the terms set out in the balance of this document have no legal effect.

(b) If a Current Contract does not exist:

(i) by issuing the Purchase Order, the Purchaser makes an offer to the Supplier to procure the Goods and/or Services from it on the terms of the Purchase Order Agreement (**Offer**), and in doing so the Purchaser rejects the terms and conditions (if any) contained or referred to in, or accompanying, any tender, quote or other communication the Supplier has previously provided the Purchaser in connection with the Goods and/or Services;

(ii) the Supplier may unconditionally accept the Offer by commencing of performance of the Supplier's obligations under the Purchase Order Agreement or by written confirmation to the Purchaser; and

(iii) before accepting the Offer the Supplier has the right to decline the Offer, or to make a request to the Purchaser to make amendments to the terms of the Purchase Order Agreement. To the extent the Purchaser agrees to make any amendments to the Purchase Order Agreement that the Supplier has requested:

(A) the Purchaser shall issue an updated Purchase Order that expressly documents the text of the agreed changes on the Purchase Order itself, or which expressly identifies a Special Conditions Schedule that sets out the agreed amendments; and

(B) the issuing of the updated Purchase Order constitutes a revised offer made to the Supplier, which the Supplier may accept by commencing performance of the Supplier's obligations under the revised Purchase Order Agreement or by written confirmation to the Purchaser.

(c) To the extent of any ambiguity or inconsistency between the documents comprising the Purchase Order Agreement, the following order of precedence applies to resolve that ambiguity or inconsistency:

(i) the Purchase Order;

(ii) the Special Conditions Schedule (if any) identified in the Purchase Order;

(iii) the terms and conditions set out in this document; and

(iv) any document(s) (including any drawings or scope of work) expressly referred in the Purchase Order, but only to the extent those document(s) describe the specification(s), nature, quality, quantity and/or technical standards applicable to the Goods or Services, and always excluding any of the Supplier's proposed terms and conditions included or referred to in any such document(s).

3 ENTIRE AGREEMENT AND NON-EXCLUSIVITY

(a) The Purchase Order Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, statements, letters and negotiations between the parties that do not expressly form part of the Purchase Order Agreement.

(b) The Purchase Order Agreement does not create an exclusive relationship between the parties in connection with the supply of the Goods or Services, and either party may (at its sole discretion) procure or supply similar goods and/or services from or to any other party at any time.

4 PERFORMANCE

(a) The Supplier must perform all of its obligations under the Purchase Order Agreement with Diligence.

(b) The Supplier must at all times and at its own cost comply with:

(i) all laws and Legislative Requirements, that are applicable to the Purchase Order Agreement or the provision of the Goods and/or Services (including, but not limited to, all applicable Legislative Requirements concerning its labour force and concerning the deduction and payment of tax instalment deductions from salaries and wages paid to its employees);

(ii) the requirements of, and/or directions issued by, any Authority (including obtaining and maintaining all certificates, licences, consents, permits and approvals applicable to) its obligations under the Purchase Order Agreement; and

(iii) any directions issued by the Purchaser that do not constitute a Variation.

(c) To the extent the Supplier enters a Site in connection with performing its obligations under the Purchase Order Agreement, it must:

(i) at its own cost, take reasonable precautions to minimise any disruption, obstruction, nuisance and/or interference to others at the Site;

(ii) not cause or contribute to any Contamination at the Site; and

(iii) at its own cost remove any rubbish, debris and/or surplus materials it creates or brings onto the Site, and clean and remediate any Contamination it causes on the Site.

5 TIME

(a) Time is of the essence in the performance of each party's obligations under the Purchase Order Agreement.

(b) Without limiting clause 4(a) and 5(a), the Supplier must perform the Services with due expedition and without delay and, subject to clauses 5(c) - 5(i) inclusive, in accordance with any program the Purchaser and the Supplier may agree in writing from time to time.

(c) The Supplier must notify the Purchaser in writing as soon as practicable (and in any event within 3 Business Days) after it becomes aware of any event that may cause the Supplier a delay in performing its obligations under the Purchase Order Agreement.

(d) Subject to the Supplier's strict compliance with clause 5(c), the Purchaser must adjust the Date for Delivery to the extent:

(i) the delay event is caused by either a Force Majeure Event or an act or omission of the Purchaser that is not permitted by the Purchase Order Agreement;

(ii) the Supplier could not avoid or mitigate that the impact of that delay event through the use of reasonable endeavours; and

(iii) the Supplier is not otherwise in breach of any its obligations under the Purchase Order Terms during the delay experienced by it.

(e) Notwithstanding clause 5(d), the Purchaser may adjust the Date for Delivery at any time and for any other reason at its sole and absolute discretion.

(f) To the fullest extent permitted by law, any principle of law that might otherwise cause the Date for Delivery of any Goods or Services to be set at large is excluded.

(g) If the Supplier fails to perform any of its obligations under the Purchase Order Agreement on or before the time required, the Purchaser may require the Supplier (at its own cost) to do whatever is necessary to expedite the Delivery of the Goods or completion of the Services so that the Goods or Services are provided in full as close as possible to the Date for Delivery. This may include the Supplier paying premium freight charges and/or engaging additional resources.

(h) To the extent the Supplier is entitled to an adjustment to the Date for Delivery pursuant to clause 5(d) for a delay caused by an act or omission of the Purchaser that is not permitted by the Purchase Order Agreement, the Supplier is entitled to be paid the costs which it substantiates to the Purchaser (on an open-book basis) to be the direct and unavoidable costs incurred by it during the delay period, excluding any overhead costs and excluding any allowance for profit or margin.

(i) The Supplier acknowledges and agrees that its rights and entitlements (if any) under this clause 5 are its sole remedy in connection with any event that causes it a delay, and the Supplier hereby irrevocably releases the Purchaser from liability for any other loss, damage, cost, liability or expense it may suffer in connection with any delay (whether arising a law (including in negligence), in equity or under statute.

6 INSPECTION, REVIEW AND COMMENTS BY PURCHASER

(a) The Supplier must, upon reasonable notice from the Purchaser, provide the Purchaser with reasonable documentary evidence that the Goods or Services meet any Standards required by the Purchase Order Agreement.

(b) Any receipt, review, comment, rejection, consent, approval or acceptance by the Purchaser, or any failure by the Purchaser to do any of the foregoing, in respect of any document the Supplier provides or supplies to the Purchaser in connection with the Goods or Services does not, in any way relieve the Supplier of, or in any way limit, the Supplier's obligations under the Purchase Order Agreement, unless expressly agreed otherwise in a signed written confirmation from the Purchaser.

(c) The Purchaser and/or any person nominated by it may, upon reasonable notice to the Supplier, inspect the Goods and any work performed during their manufacture, engineering or installation, before Delivery of the Goods to the Purchaser. To the extent required, the Supplier must give the Purchaser access to its premises (and/or any premises at which the Goods are being manufactured or produced that are within its power or control) for the purpose of the inspection. Any inspection performed by the Purchaser will not constitute any evidence or admission that the Supplier has properly performed its obligations under the Purchase Order Agreement.

7 DELIVERY OF GOODS AND SERVICES

(a) The Supplier must:

(i) in respect of any Goods, Deliver the Goods to the Delivery Point by the Date for Delivery; and

(ii) in respect of any Services, perform the Services from the Delivery Point (if applicable), and conclude the performance of all of the Services by the Date for Delivery (including Delivery of the results of the Services to the Purchaser at the Delivery Point).

(b) The Purchaser may, at its discretion, accept Delivery of any of the Goods or accept the results or outcome of the Services before the Date for Delivery.

(c) To the extent any incorrect goods (including excess quantities of Goods) or Defective Goods are Delivered to the Point of Delivery, the Supplier must (at its own cost and risk), if so directed by the Purchaser, collect those goods within a reasonable time of being direct to do so, failing which the Purchaser may return those goods to the Supplier at the Supplier's sole cost and risk.

(d) The Purchaser taking possession of the Goods, and/or the completion of the Services by the Supplier (including the provision of the results or outcome of the Services to the Purchaser), does not:

(i) constitute any confirmation or acceptance by the Purchaser that the Goods or Services comply with the Purchase Order Agreement; and/or

(ii) limit any other obligation of the Supplier under this Purchase Order Agreement.

(e) To the extent the Purchaser's personnel may sign any document accompanying any Goods Delivered to the Purchaser:

(i) the Supplier acknowledges that any terms and conditions included in that document are of no legal effect, and do not in any way, limit, restrict, over-ride, amend or supplement the terms of the Purchase Order Agreement, or constitute any collateral agreement or contract between the parties in relation to those Goods; and

(ii) the Supplier covenants not to make or pursue any claim or suit premised on, or advancing any argument, inconsistent with the acknowledgement it provides in clause 7(e)(i).

(f) The Supplier remains responsible for the Services performed by it notwithstanding that it has completed, and provided to the Purchaser the outcome or results, of those Services.

8 TITLE AND RISK

(a) Title in each of the Goods passes to the Purchaser on the earlier of Delivery of the Goods to the Delivery Point or the Purchaser making payment of the Supplier in respect of those Goods.

(b) Subject to clause 8(c), the Supplier solely carries all risk in, and is solely liable for, any and all loss (including theft) or damage suffered by any Goods until the Purchaser takes possession of the Goods to the Point of Delivery;

(c) To the extent the Purchaser exercises its rights to return any goods (including the Goods) to the Supplier under clause 7(c) or clause 12(b)(i), the Supplier carries all risk in, and is solely liable for, any and all loss (including theft) or damage suffered by those goods (including the Goods) immediately upon the Purchaser commencing the exercise of those rights.

9 PRICE

(a) Subject to the other terms of the Purchase Order Agreement, the Purchaser shall pay the Supplier the Price for the Goods Delivered to it and Services provided to it.

(b) Other than to the extent the Purchase Order Agreement expressly entitles the Supplier to additional payment:

(i) the Price is inclusive of all costs and expenses (whether foreseen or unforeseen by the Supplier) associated with the Supplier performing its obligations under the Purchase Order Agreement

(including all costs for Delivery of the Goods, and providing any plant, equipment or infrastructure (such as scaffolding) required for it to perform the Services);

(ii) the Price will not be adjusted for any rise and fall in cost of wages, materials, exchange rates, or any changes in economic conditions; and

(iii) to the extent the Price omits the cost of any item or activity which a Diligent supplier could or would have anticipated as being necessary or desirable to perform the Supplier's obligations, that cost is deemed to be included in the Price.

10 PAYMENT AND INVOICING

(a) On the last day of each calendar month that the Supplier Delivers any Goods to the Delivery Point, or provides a portion of the Services, the Supplier may submit a claim for payment in relation to the Goods and/or Services it has Delivered or provided in that month to the Purchaser in respect of the Purchase Order Agreement and for any other monies it contends are due to it under the Purchase Order Agreement (**Payment Claim**). To the extent the SOP Act applies to the Purchase Order Agreement and the SOP Act contemplates a reference date being required or applicable to a Payment Claim, the time stated in this subclause shall be a "reference date" for the purposes of the SOP Act.

(b) A Payment Claim for any month that is submitted to the Purchaser earlier than the last day of that calendar month is deemed to be submitted to the Purchaser on the last day of that calendar month.

(c) Each Payment Claim must:

(i) be in writing in English and identify the amount being claimed by the Payment Claim; and

(ii) clearly describe the quantity and nature of the Goods or specific Services the subject of the Payment Claim.

(d) If the SOP Act applies to the Purchase Order Agreement:

(i) on or before the SOP Assessment Date, the Purchaser shall provide the Supplier a certificate in relation to that Payment Claim which:

(A) identifies the Payment Claim it relates to;

(B) indicates the value of the Payment Claim as assessed by the Purchaser;

(C) indicates Purchaser's assessment of the amount (if any) the Purchaser is entitlement to retain, deduct, withhold or set-off pursuant to the Purchase Order Agreement;

(D) indicates the amount of the payment, if any, the Purchaser assesses as payable, and it proposes to make, to the Supplier in relation to that claim (**Certified Amount**);

(E) if the Certified Amount is less than the amount claimed in the Payment Claim, states the reason(s) for the difference (including the reasons (if any) the Purchaser may be retaining, deducting, withholding or set-offing any monies); and

(F) if the Certified Amount is zero, states that the Purchaser does not intend to make any payment and

(ii) within 5 SOP Days of receiving a certificate for a Payment Claim, the Supplier must submit a tax invoice to the Purchaser for the Certified Amount. To the extent the Payment Claim has been issued as or with a tax invoice, the Purchaser is only obliged to pay the Certified Amount in respect of that tax invoice.

(e) Subject to clause 11, the Purchaser must pay the Supplier the amount the Purchaser assesses as payable and proposes to pay in relation to a Payment Claim on or before the following date:

(i) If the SOP Act applies to the Purchase Order Agreement, the SOP Payment Date; or

(ii) If the SOP Act does not apply to the Purchase Order Agreement, 45 calendar days from the end of the month the Payment Claim was submitted to the Purchaser.

(f) The Supplier acknowledges and agrees that the payment of any monies to it by the Purchaser (including any payment made by the Purchaser pursuant to any adjudication determination under the SOP Act) is a payment made on account only and does not in any way prejudice the Purchaser's right to dispute or contest whether the amount paid was properly due and payable to the Supplier.

11 SET-OFF RIGHTS

Without limiting the Purchaser's rights at law, the Purchaser may set-off, deduct, retain or withhold from any claim for any monies made by the Supplier, or any payment due from the Purchaser to the Supplier, pursuant to the Purchase Order Agreement:

(a) an amount that the Purchaser reasonably considers reflects the value of the Goods or Services the Supplier has not actually Delivered to or at the Delivery Point, or it has not actually performed, at the time the claim for payment is made or falls due;

(b) any debt or other amount due, or likely to be due, by the Supplier to the Purchaser in connection with or arising from the Purchase Order Agreement;

(c) amounts equal to the Purchaser's reasonable estimate of the value of any claim(s) the Purchaser acting reasonably believes it has or may have against the Supplier in connection with or arising from the Purchase Order Agreement (including under any indemnity given to the Purchaser, or for any loss, damage or expense caused to the Purchaser, by the Supplier); and

(d) any amounts the Purchaser is required to withhold by force of law.

12 DEFECTS

(a) To the extent any Defect is identified in of the Goods or the Services prior to the expiry of the Defect Liability Period:

(i) the Purchaser may (at its sole discretion) direct the Supplier to:

(A) replace the Defective Good(s);

(B) rectify the Defective Good(s); and/or

(C) re-perform the Defective Services,

within a reasonable time specified in the direction; and

(ii) the Supplier must, at its own cost, comply with that direction, within the reasonable timeframe (if any) specified in the direction, and in a manner that causes as little to disruption as possible to the Purchaser or the Principal.

(b) If the Supplier fails to perform its obligations under clause 12(a):

(i) the Supplier may remedy the Defect as it sees fit or engage a third party to do so, and in so far as a Defect relates to Goods the Purchaser may return all or any of the Defective Goods to the Supplier at the Supplier's sole risk; and

(ii) the Supplier is liable for all loss, damage, cost, expense or liability incurred by the Purchaser pursuant to clause 12(b)(i) as a debt due and payable to the Purchaser.

(c) In addition to, and without limiting, the Supplier's obligations under clause 12(a) and clause 12(b), the Supplier is liable for:
  (i) the cost of any delay experienced by the Purchaser in progressing its own program of works for the Principal that is directly attributable to the existence of the Defect and/or rectifying the Defect; and
  (ii) any costs incurred by the Purchaser to replace, repair or re-perform any works the Purchaser had already or previously performed before the Defect became known, which arise directly from the activities undertaken to replace, rectify or re-perform the Defective Goods or Defective Services,

  which the Purchaser cannot recoup from a third party.

(d) Where a Defect in a Good or the Services is rectified during the Defect Liability Period, the Defect Liability Period for that Good or for the Services is extended to the date being of 12 months after the date the rectification was performed and completed.

13 ALTERATION OF ORDER

The Supplier must not Vary the Goods or Services without the written consent of the Purchaser.

14 SUPPLIER'S WARRANTIES

(a) The Supplier warrants and represents that each of the Goods it Delivers, and all of the Services it provides, meets and/or complies with each of the Standards in all respects.

(b) The Supplier acknowledges the Purchaser entered into the Purchase Order Agreement in reliance on the warranties and representations set out in clause 14(a) and 15(f).

(c) The Supplier acknowledges that the warranties and representations set out in clause 14(a), and 15(f), or which it is otherwise deemed to provide at law in connection with the Goods and Services, are provided separately to each of the Purchaser and the Principal (if any), and to the extent they are provided to the Principal, the Purchaser may assign the benefit of those representations and warranties to the Principal as and when it elects.

15 INTELLECTUAL PROPERTY

(a) The Supplier separately grants to each of the Purchaser and the Principal (if any) an irrevocable, non-exclusive, world-wide, perpetual, transferable, royalty-free licence to use (and to sublicence as many times are each may deem appropriate) any of the Supplier's Pre-existing Intellectual Property that is supplied as part of, or implicit in, the Goods and/or Services for any purposes related to or connected with the Purpose(s).

(b) All intellectual property in any enhancement, adaptation, change, modification or development of the Supplier's Pre-existing Intellectual Property coming into existence in connection Supplier's performance of the Purchase Order Agreement immediately vests in the Purchaser.

(c) Any intellectual property otherwise created, discovered or coming into existence in connection with the Supplier's performance of the Purchase Order Agreement immediately vests in the Purchaser.

(d) The Purchaser grants the Supplier a revocable, non-exclusive, non-transferable, royalty-free licence to use (but not sub-licence) any of the Purchaser's intellectual property that:
  (i) is referred to in clause 15(b) and clause 15(c); or
  (ii) the Purchaser specifically makes available to the Supplier.

  solely for the purpose of performing the Supplier's obligations under the Purchase Order Agreement.

(e) Nothing in this Purchase Order Agreement transfer any title or property in the Purchaser's or the Principal's intellectual property to the Supplier.

(f) The Supplier warrants that its manufacture and sale of the Goods, its provision of the Services to the Purchaser, and the Purchaser's (and/or Principal's) use of the Goods and/or Services does not, and will not, infringe any intellectual property rights of any third party.

16 LIABILITY & INDEMNITY

(a) The Supplier indemnifies the Purchaser, and must keep it indemnified from and against all of the following that arise out of, or in connection with, the performance of the Supplier's obligations under the Purchase Order Agreement:
  (i) any loss, damage, liability, cost or expense arising from any damage caused to any property (regardless of who owns that property) and any claims for such loss or damage made against the Purchaser by any third party;
  (ii) any loss, damage, liability, cost or expense for any claim made against the Purchaser in respect of death, injury or illness (including mental or psychological harm or illness) suffered by any person; and
  (iii) any loss, damage, liability, cost or expense suffered by the Purchaser in connection with the Supplier's breach of clause 4(b)(i) or clause 4(b)(ii) (compliance with laws).

(b) The indemnity in clause 16(a) is reduced proportionately to the extent that an act or omission of the Purchaser or its other contractors caused or contributed to the loss, damage, liability, cost or expense.

(c) In addition to the indemnities provided under clause 16(a), the Supplier indemnifies the Purchaser, and must keep it indemnified, from and against any loss, damage, liability, cost or expense suffered by the Purchaser that arises out of or in connection with:
  (i) the Supplier's breach of clause 15 (intellectual property)
  (ii) the Supplier's breach of clause 17 (insurances);
  (iii) the Supplier's breach of clause 25 (confidential information);
  (iv) the Supplier's breach of clause 27 (Anti-Corruption and Modern Slavery);
  (v) any claim by Supplier's personnel against the Purchaser for any entitlements or benefits associated with their employment or engagement by the Supplier (including but not limited to, claims for wages, salaries, any leave entitlements, superannuation, any monetary allowances and/or bonuses); and
  (vi) any fraud or criminal act committed by the Supplier or its personnel.

(d) Each indemnity given by the Supplier in the Purchase Order Agreement (whether in this clause 16 or elsewhere) is a continuing obligation, separate and independent from the other obligations of the Supplier and the other indemnities provided to the Purchaser by the Supplier.

(e) To the extent permitted by law, the Civil Liability Act does not apply to the Purchase Order Agreement, and the parties' rights and obligations shall be those which would exist if the Civil Liability Act had not been enacted.

(f) A party (**Liable Party**) shall not be liable to the other party (**Other Party**) for any of the following loss or damage suffered by the Other Party in connection with the Purchase Order Agreement:
  (i) any loss of actual or anticipated profit, revenue or margin;
  (ii) loss of any opportunity; and/or
  (iii) damage to business reputation or credit rating.

17 INSURANCE

(a) The Supplier must before commencing provision of the Goods or Services, effect and maintain the following insurances
  (i) workers' compensation with a limit of cover of at least $50,000,000 (or such other minimum amount (if any) mandated by law) covering all claims and liabilities in respect of any statutory or common law liability for the death, injury or illness (including mental or psychological harm or illness) of or to any person engaged by the Supplier;
  (ii) compulsory third party motor vehicle insurance as required by law;
  (iii) a comprehensive motor vehicle insurance policy in respect of all mechanically propelled vehicles used by the Supplier (and its employees, agents or contractors) in connection with the Purchase Order Agreement, which covers all claims and liabilities in respect of:
    (A) theft, fire and any damage caused to or suffered by each of those vehicles, for the replacement value of the vehicle; and
    (B) death or injury (including mental or psychological harm or illness) caused to or suffered by any person arising from, or in connection with, the use of those vehicles, for not less $20,000,000 for any one claim and in aggregate;
  (iv) public and products liability insurance covering loss or damage arising from any of the following:
    (A) death, injury or illness (including mental or psychological harm or illness) suffered by or caused to any person or entity in connection with the provision or use of the Goods or Services;
    (B) damage to any property (including the property of the Purchaser and/or the Principal, arising in connection with the provision or use of the Goods or Services; and
    (C) the use or enjoyment of the Goods or Services by any person or entity,

    for not less $20,000,000 for any one claim and in aggregate; and
  (v) transit insurance covering physical loss or damage to the Goods, and any plant, materials and other equipment used or required by the Supplier to perform its obligations, while any of those items are in the course of ocean marine shipment or transit by air, road or rail anywhere in the world (including during any periods of loading, unloading, and incidental storage) for the full replacement value of each of those items plus a provision for the costs of freight, insurance, taxes and duties as may be applicable.

(b) In addition to, and without limiting clause 17(a), to the extent the Purchase Order Agreement involves or requires the Supplier to provide any professional services or to perform any activities that have a design element, the Supplier must before commencing provision of the Goods or Services effect and maintain for a period of seven years after the Date of Delivery, professional indemnity insurance in respect of any professional services provided and/or design work performed, which insurance must have a limit of not less $5,000,000 for any one claim and in aggregate.

(c) Unless prohibited by law or not available, each insurance the Supplier is obligated to obtain under the Purchase Order Agreement must:
  (i) be obtained from an insurer authorised by the Australian Prudential Regulation Authority, with a financial security rating of A- or better by 'Standard & Poors' (or the equivalent rating with another recognised rating agency);
  (ii) contain a 'principal's indemnity clause' extending cover and indemnity to each of the Principal and the Purchaser (as if each was a separate insured) for the events and liability covered by that insurance;
  (iii) include a waiver by the insurer of any right subrogation, action or relief against the Purchaser and the Principal; and
  (iv) contain terms to the effect that the insurer agrees to treat each insured as a separate insured party as though a separate contract of insurance had been entered into with each of the insured parties, without increasing the deductibles or increasing the overall limit of indemnity.

(d) The Supplier, must upon reasonable notice, provide the Purchaser with satisfactory evidence that it has obtained and maintained the insurances required by this clause 17.

(e) The Supplier must:
  (i) as soon as practicable and in writing, inform the Purchaser of any occurrence that may give rise to a claim under any insurance policy it is required to hold pursuant to this clause 17;
  (ii) keep the Purchaser informed of subsequent developments concerning any claim it makes against any of those policies; and
  (iii) at its own cost, take reasonable steps to pursue any claim available to it under any policy of insurance it is required to hold; and
  (iv) to the extent any claim it makes against any of those policies relates to, or involves, the Purchaser or the Principal, obtain the Purchaser's consent before taking any action which compromises the claim.

(f) The Supplier is responsible to pay the excess and/or deductibles applicable to any policy of insurance it holds.

18 TERMINATION

Termination for Convenience

(a) The Purchaser may, at its discretion, terminate the Purchase Order Agreement upon 10 Business Days' notice in writing to the Supplier.

(b) Where the Purchaser terminates the Purchase Order Agreement pursuant to this clause the Purchaser shall (subject to clause 11) pay to the Supplier:
  (i) the value of the Goods Delivered, and/or Services provided, to the Purchaser prior to the termination date that have not been the subject of any Payment Claim previously submitted to the Purchaser;
  (ii) the costs (which are substantiated to the Purchaser on an open-book basis) of any materials or services procured by the Supplier, or which the Supplier remains liable for, that:
    (A) were solely and specifically intended for incorporation into the Goods, or the provision of the Services, that the Supplier was due to be provided to the Purchaser under this Purchase Order; and

(B) the Supplier cannot mitigate, avoid or otherwise reasonably use in the ordinary course of its business,

provided that the Supplier is able to, and does immediately, Deliver and transfer title to any such materials to the Purchaser upon receipt of payment for those materials; and

(iii) any other unavoidable costs that the Supplier substantiates to the Purchaser (on an open-book basis) it has incurred as a sole and direct consequence of the termination of the Purchase Order Agreement, that the Supplier could not have mitigated through the use of reasonable efforts (including, but not limited to, by including an appropriate termination convenience provision in its own supply or services subcontracts),

provided always the Purchaser is not liable to the Suppler for any loss of actual or anticipated profit, revenue, or margin in connection with termination.

(c) The Supplier agrees that the compensation payable to it pursuant to clause 18(b) is its sole remedy in the event of a termination under clause 18(a), and it hereby irrevocably releases the Purchaser from liability for any other loss, damage, cost, liability or expense it may suffer of account of such a termination (whether arising at law (including in negligence), in equity or under statute).

Termination for breach

(d) Subject to clause 18(e) and clause 18(f), where a party (**Defaulting Party**) commits a breach of a material term of the Purchase Order Agreement if:

(i) the other party serves a default notice on the Defaulting Party specifying the breach, the steps it must take to remedy the breach, and a reasonable timeframe in which it must remedy the breach (**Default Notice**); and

(ii) the Defaulting Party fails to remedy the breach as required by the Default Notice,

then, the other party may terminate the Purchase Order Agreement by notice in writing.

Immediate termination rights

(e) A party may immediately terminate the Purchase Order Agreement by notice in writing if the other party commits a breach of the Purchase Order Agreement that is not capable of remedy or, to the extent permitted by law, the other party suffers an Insolvency Event.

(f) The Purchaser may immediately terminate the Purchase Order Agreement by notice in writing if the Supplier breaches clause 27.

Consequence of termination

(g) Upon any termination of the Purchase Order Agreement, the Supplier must:

(i) cease the Delivery of any Goods that have not yet been Delivered to the Purchaser,

(ii) take all reasonable steps to mitigate any loss or damage it may suffer, and

(iii) comply with any reasonable directions issued to by the Purchaser for the safe and orderly hand-over of any Goods paid for or Services it was performing prior to the termination.

(h) The termination of the Purchase Order Agreement does not affect any rights and entitlements that have accrued to a party prior to the termination.

19 PERSONAL PROPERTY SECURITIES ACT

(a) Unless a contrary intention appears, words or expressions used in this clause 19 that are defined in the PPS Act have the same meaning as given to them in the PPS Act.

(b) If at any time, a party determines that the Purchase Order Agreement (or any of the transactions contemplated by or under it) creates a security interest in its favour over any personal property, it may (at its own cost and subject to clause 19(c)) take all necessary steps, including but not limited to registering a security interest, to perfect that security interest.

(c) Unless agreed otherwise in writing:

(i) the Supplier may only make the narrowest possible registrations against the Purchaser under the PPS Act to perfect a security interest that arises in its favour under or in connection with the Purchase Order Agreement;

(ii) the Supplier must not make any form of "All Present and After Acquired Property" registration against the Purchaser; and

(iii) to the extent the Supplier registers any form of "All Present and After Acquired Property" registration against the Purchaser, it hereby irrevocably:

(A) appoints the Purchaser as its attorney for the purpose of, and authorises the Purchaser on its behalf to, de-register that security interest at any time; and

(B) releases the Purchaser from any and all loss, damage, liability, cost or expense the Supplier may suffer on account of the Purchase exercising the power conferred on it by clause 19(c)(iii)(A).

(d) To the extent that any security interest arising in favour of the Purchaser relates to personal property that may be perfected by possession or control (including under section 340 of the PPS Act) the Supplier must do anything reasonably required by the Purchaser to enable the Purchaser to possess or control that collateral, including for the purposes of section 340(2)(b) of the PPSA and otherwise.

(e) If Chapter 4 of the PPS Act applies to the enforcement of the security interest, the parties agree that sections 95, 118, 121(4), 125, 130, 132 142 and 143 of the PPS Act will not apply to the enforcement of the security interest.

(f) Each party waives its right to receive any notice under the PPS Act (including notice of a verification statement) unless the notice is required by the PPS Act and the PPS Act does not permit the parties to agree to exclude that obligation to provide that notice.

20 GOODS AND SERVICES TAX AND WITHHOLDING TAX

(a) Terms defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning when used in this clause 20 unless expressly stated otherwise.

(b) The Price payable for Goods under this Purchase Order is inclusive of GST unless specifically described as 'GST Exclusive'.

(c) If the supplier makes a taxable supply to the recipient under or in connection with this Purchase Order, and the consideration for that supply has been specifically described as 'GST Exclusive', the supplier may increase the consideration otherwise provided for that supply under the Purchase Order by the amount of GST applicable on the making of a taxable supply and recover from the recipient the amount of that GST.

(d) The recipient need not make a payment in respect of a taxable supply made under or in connection with this Purchase Order until the supplier has given the recipient a valid tax invoice in respect of that taxable supply.

(e) Subject to the receipt of a valid tax invoice, any amount of GST payable will be paid at the same time as the GST exclusive consideration is paid.

(f) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier:
  (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered; or
  (ii) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply; and
  (iii) must issue an adjustment note in relation to the supply to the recipient within 28 days of the adjustment event.

(g) Costs incurred by a supplier that are required to be reimbursed or indemnified by a recipient or used as the basis for calculation of consideration for a supply under this Purchase Order must exclude any amount in respect of GST included in the costs for which an entitlement arises to claim an input tax credit.

(h) Amounts payable under this Purchase Order shall be adjusted to reflect the benefit of any reduction in the supplier's costs relating to that supply resulting from the abolition or reduction of any existing taxes. Any such adjustment will be effective as of the date of the relevant reduction in the supplier's costs.

(i) In compliance with the relevant withholding tax legislation or any ATO Public Ruling, the recipient will withhold an amount of tax from any payment it makes to the supplier if the payment is for a supply unless the supplier provides to the recipient, an invoice or other document in relation to the supply for which the payment is consideration that quotes the supplier's Australian Business Number (ABN), or the supplier meets the criteria for exemption from the Pay as You Go Withholding (PAYG) requirement as contained in the *Taxation Administration Act 1953* (Cth) (Act) or the *Taxation Administration Regulations 1976* (Cth) (Regulations).

(j) If the Purchaser does not withhold an amount under clause 20(i) which it is required to withhold pursuant to the Act and the Regulations, the Supplier agrees to pay that amount to the Purchaser, upon request by the Purchaser. Any penalty or interest paid by the Purchaser for failing to withhold may be recovered from the Supplier, but only if the failure to withhold arose as a consequence of a breach of a warranty or because the Supplier did not provide information or assistance requested by the Purchaser, or provided incorrect information, with respect to a withholding tax matter.

(k) The Supplier agrees that the Purchaser will not be required to increase the payment to the Supplier by the amount withheld by the Purchaser under clause 20(i) or 20(j). If any amount is withheld in accordance with clause 20(i), it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.

21 SUBCONTRACTING AND ASSIGNMENT

(a) The Supplier must not assign, or subcontract any of its obligations under, the Purchase Order Agreement without the prior written consent of the Purchaser.

(b) Notwithstanding any consent the Purchaser may provide to allow the Supplier to subcontract any of its obligations under the Purchase Order Agreement:
  (i) the Supplier remains liable to the Purchaser for any act or omission of its subcontractor(s) as if those acts or omission were committed by the Supplier itself;
  (ii) the Supplier must not implement an arrangement with any of its subcontractors that would result in provisions of its subcontract having no effect by virtue of the SOP Act; and
  (iii) the Supplier must pay all of its suppliers and/or subcontractors all amounts due and payable to them on time.

(c) The Purchaser may, at its discretion and upon notice to the Supplier (but without requiring the prior consent of the Supplier), assign or novate all or part of its rights and obligations under Purchase Order Agreement to any party with the financial capacity to perform the Purchaser's obligations, and the Supplier must execute any document reasonably provided it by the Purchaser to effect any such novation or assignment.

22 JURISDICTION

The Purchase Order Agreement is governed by the laws of the State or Territory of Australia that the Delivery Point is located in, and the parties submit to the exclusive jurisdiction of the Courts of that State or Territory and the courts competent to determine appeals from those courts.

23 STATE CODES

Where the State or Territory of Australia in which the Supplier performs any activities in connection with the Purchase Order Agreement requires the Supplier to comply with any 'Code of Practice' (or equivalent), the Supplier must comply with that code (including any guidelines issued by any Authority in respect of that code).

24 OCCUPATIONAL HEALTH AND SAFETY

(a) Without limiting the Supplier's obligations under clause 4(b)(i):
  (i) the Supplier must comply with all Chain of Responsibility Laws applicable to the Goods or Services;
  (ii) the Supplier must comply with any Legislative Requirement applicable to the Purchase Order Agreement, and any policies or procedures of the Purchaser, related to:
    (A) matters of health and safety that are applicable to the Delivery of Goods or provision of Services; and/or
    (B) the use, transportation and/or storage goods or substances which, by law, are deemed to be dangerous goods, or hazardous or controlled substances;
  (iii) the Supplier must so far as reasonably practicable provide and maintain a safe working environment; and
  (iv) to the extent it accesses, or is performing any activities on, a Site, the Supplier must upon request from the Purchaser provide an OHS Plan to the Purchaser for review and comply with any OHS Plan the Purchaser has approved in writing.

(b) To the extent the Supplier enters or accesses the Site, the Supplier must (at its own cost) comply with the Purchaser's reasonable directions concerning any matters of health and safety (including completing any inductions required).

25 CONFIDENTIAL INFORMATION

(a) The Supplier must keep confidential:
  (i) the terms of the Purchase Order Agreement; and
  (ii) any information concerning the Goods, Services, or any aspect of the business, affairs, or employees of the Purchaser and/or the Principal.

(b) Clause 25(a) does not apply to information that:
  (i) is in the public domain through no fault of the Supplier;
  (ii) the Supplier is required, or compelled, to disclose by law (including the listing rules of any stock exchange);
  (iii) the Supplier reasonably needs to disclose to enforce the Purchase Order Agreement; or
  (iv) the Supplier has obtained the Purchaser's prior written consent to disclose.

26 PRIVACY & DATA PROTECTION

(a) Upon any termination or expiry of the Purchase Order Agreement, each party must take any one or more of following actions (requested by the other party) in relation to any Personal Information the other party may have provided or made available to it:
  (i) return all copies of that Personal Information;
  (ii) destroy all copies of that Personal Information; or
  (iii) de-identify and/or anonymise all of that Personal Information it holds.

(b) In respect of any Personal Information the Supplier discloses to the Purchaser, the Supplier warrants it has obtained the consent from each individual concerned to make the disclosure.

(c) To the extent that the Supplier proposes to disclose any Personal Information provided to it by the Purchaser to an any person that is based outside of Australia or carries on operations outside of Australia:
  (i) the Supplier acknowledges that the Purchaser may not have not obtained the consent of the persons to whom the Personal Information belongs for Supplier to make that disclosure;
  (ii) the Supplier must independently take all steps required by the Privacy Laws to ensure that disclosure is being lawfully made by the Supplier; and
  (iii) the Supplier indemnifies, and must keep the Purchaser indemnified against, any and all loss, damage, cost, expenses, fines and/or penalties that the Purchaser suffers or incurs, in connection with any breach of the Privacy Laws (including but not limited to Australia Privacy Principle 8) in relation to that disclosure by the Supplier.

(d) To the extent the Supplier is given access to any computer systems used by the Purchaser, the Supplier must have in place appropriate safeguards to prevent:
  (i) any unauthorised access to those systems and databases;
  (ii) the destruction, loss, corruption of any the systems (or the data on them); and
  (iii) the introduction of any malicious code (including any virus, malware or trojan house) onto those systems.

27 ANTI-CORRUPTION, ANTI-COMPETITIVE BEHAVIOUR AND MODERN SLAVERY

(a) The Supplier must not, and must ensure that its directors, officers, employees, agents and subcontractors do not, in connection with the Purchase Order Agreement engage in any act or omission that constitutes a breach of any Anti-Corruption Laws, or constitutes Anti-Competitive Behaviour or a Modern Slavery Offence.

(b) The Supplier warrants and represents to the Purchaser that:
  (i) it (and its employees and officers) has not breached any Anti-Corruption Laws, or engaged in any Anti-Competitive Behaviour in connection with any pricing and/or quotes it submitted to Purchaser in relation to the Goods or Services prior to entering the Purchase Order Agreement;
  (ii) it has no knowledge of any Modern Slavery Offences within its supply chain;
  (iii) it has reasonable systems, controls and procedures in place to prevent and detect:
    (A) any potential breach of Anti-Corruption Laws and any Anti-Competitive Behaviour by its directors, officers, employees; and
    (B) any Modern Slavery Offences within its own organisation;
  (iv) during the term of the Purchase Order Agreement, it will, as an ongoing practice take all reasonable steps to satisfy itself (as far as practical) that its suppliers and subcontractors have not committed, and are not engaged in behaviour that constitutes a breach of any Anti-Corruption Laws, or constitutes Anti-Competitive Behaviour or a Modern Slavery Offence.

(c) The Supplier must:
  (i) for a period of 7 years after any termination or expiry of the Purchase Order Agreement, maintain records that are sufficient to demonstrate to the Purchaser its compliance with its obligations under this clause 27;
  (ii) upon request from the Purchaser, sign a statutory declaration demonstrating and confirming its compliance with its obligations under this clause 27;
  (iii) promptly (and any event, within 3 Business Days) notify the Purchaser in writing if becomes aware of an act or omission that may constitute a breach of its obligations under this clause 27;
  (iv) at the Supplier's own cost, provide the Purchaser all reasonable assistance the Purchaser requires to investigate or report any breach of its obligations under this clause 27; and
  (v) ensure any contract it enters with any supplier or subcontractor in relation to the Purchase Order agreement includes provisions substantially similar to this clause 27.

28 NOTIFICATION OF CLAIMS

(a) This clause 28 does not apply to any claim which another clause of the Purchase Order Agreement specifies a time frame for giving notice to the Purchaser.

(b) If the Supplier considers it has any claim against the Purchaser (howsoever arising at law (including under an express provision of the Purchase Order Agreement, in tort and/or negligence), in equity or under statute, including by way of contribution or an indemnity) in connection with the Purchase Order Agreement:
  (i) the Supplier must provide the Purchaser with written notice of the basis for that claim within 20 Business Days of the first day on which it could have reasonably been aware of the material facts giving rise to that claim;
  (ii) the Supplier acknowledges that strict compliance with clause 28(b) is a condition precedent to the Supplier's entitlement to pursue the relevant claim against the Purchaser; and
  (iii) to the extent the Supplier fails to strictly comply with its obligations under clause 28(b), the Supplier hereby unconditionally and irrevocably releases the Purchaser from liability for any loss, damage, cost or expense the Supplier suffers or incurs in connection with that claim.

29 JURISDICTION SPECIFIC DEFINITIONS

(a) If the Delivery Point is located in Western Australia:

(i) ***Chain of Responsibility Laws*** include, but are not limited to, the *Road Traffic (Vehicles) Act 2012* (WA) and *Road Traffic (Administration) Act 2008* (WA);
(ii) ***Civil Liability Act*** means Part 1F of the *Civil Liability Act 2002* (WA);
(iii) ***SOP Act*** means the *Building and Construction Industry (Security of Payment) Act 2021* (WA);
(iv) ***SOP Assessment Date*** means, in relation to a Payment Claim, 15 SOP Days from day the Purchaser receives the Payment Claim; and
(v) ***SOP Payment Date***, means in relation to a Payment Claim, 25 SOP Days from day the Purchaser receives the Payment Claim.

(b) If the Delivery Point is located in Queensland:
(i) ***Chain of Responsibility Laws*** include, but are not limited to, the *Heavy Vehicle National Law Act 2012* (Qld);
(ii) ***Civil Liability Act*** means Chapter 2, Part 2 of *the Civil Liability Act 2003* (Qld);
(iii) ***SOP Act*** means the *Building Industry Fairness (Security of Payment) Act 2017* (Qld);
(iv) ***SOP Assessment Date***, in relation to a Payment Claim, means 15 SOP Days from day the Purchaser receives the Payment Claim; and
(v) ***SOP Payment Date***, means in relation to a Payment Claim, 25 SOP Days from day the Purchaser receives the Payment Claim.

(c) If the Delivery Point is located in New South Wales:
(i) ***Chain of Responsibility Laws*** include, but are not limited to, *Heavy Vehicle (Adoption of National Law) Act 2013* (NSW);
(ii) ***Civil Liability Act*** means Part 4, *Civil Liability Act 2002* (NSW);
(iii) ***SOP Act*** means the *Building and Construction Industry Security of Payment Act 1999 No 46* (NSW);
(iv) ***SOP Assessment Date*** means, in relation to a Payment Claim, 10 SOP Days from day the Purchaser receives the Payment Claim; and
(v) ***SOP Payment Date*** means, in relation to a Payment Claim, 20 SOP Days from day the Purchaser receives the Payment Claim.

(d) If the Delivery Point is located in Victoria:
(i) ***Chain of Responsibility Laws*** include, but are not limited to, the *Heavy Vehicle National Law Application Act 2013* (Vic);
(ii) ***Civil Liability Act*** means Part IVAA of the *Wrongs Act 1958 (Vic)*;
(iii) ***SOP Act*** means *Building and Construction Industry Security of Payment Act 2002* (Vic);
(iv) ***SOP Assessment Date*** means, in relation to a Payment Claim, 10 SOP Days from day the Purchaser receives the Payment Claim; and
(v) ***SOP Payment Date*** means, in relation to a Payment Claim, 25 SOP Days from day the Purchaser receives the Payment Claim.

(e) If the Delivery Point is located in South Australia:
(i) ***Chain of Responsibility Laws*** include, but are not limited to, the *Heavy Vehicle National Law (South Australia) Act 2013* (SA);
(ii) ***Civil Liability Act*** means Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
(iii) ***SOP Act*** means the *Building and Construction Industry Security of Payment Act 2009* (SA);
(iv) ***SOP Assessment Date*** means, in relation to a Payment Claim 15 SOP Days from day the Purchaser receives the Payment Claim; and
(v) ***SOP Payment Date*** means, in relation to a Payment Claim, 25 SOP Days from day the Purchaser receives the Payment Claim.

(f) If the Delivery Point is located in the Northern Territory:
(i) ***Civil Liability Act*** means the *Proportionate Liability Act 2005* (NT);
(ii) **SOP Act** means the *Construction Contracts (Security of Payment) Act 2004* (NT);
(iii) ***SOP Assessment Date*** means, in relation to a Payment Claim 10 SOP Days from day the Purchaser receives the Payment Claim; and
(iv) ***SOP Payment Date***, means in relation to a Payment Claim, 20 SOP Days from day the Purchaser receives the Payment Claim.

30 GENERAL

(a) If a provision of this Purchase Order Agreement is, or is held to be, void or unenforceable at law:
(i) that provision must be read down to the extent necessary to avoid that result; and
(ii) if the provision cannot be read down in such a matter, then to that minimum extent required, it is severed from the Purchase Order Agreement;
without affecting the validity and enforceability of any other provisions of the Purchase Order Agreement.

(b) Each party's rights, powers and remedies under the Purchase Order Agreement are in addition to (and do not exclude or limit) any other rights, powers or remedies at law unless expressly provided otherwise.

(c) A waiver of any right or entitlement of a party under the Purchase Order Agreement is only effective if that wavier is expressed in writing and signed by the party giving the waiver.

(d) The rights and obligations contained in clauses 11 - 14 (inclusive), 17, 18(g), 18(h), 22, and 25- 28 (inclusive) survive any termination or expiry of the Purchase Order Agreement together with any other term that by its nature is intended to do so.