Standard Supply Agreement Conditions

All offers made by the Purchaser to purchase the Goods and Services as described in the Schedule that are manufactured, sold, supplied or provided by the Supplier shall be subject to these Standard Supply Agreement Conditions unless otherwise agreed in writing.

1. DEFINITIONS

In this Contract, except where the context otherwise requires:

Acceptance means that stage in the delivery of the G&S under this Supply Agreement when:

(a) the G&S have been Delivered to the Purchaser;

(b) the G&S are free from apparent Defects and are intact, undamaged and otherwise fit for their required purpose;

(c) all certificates, licences, consents, approvals and permits that the Supplier is required to obtain under this Contract have been obtained and copies provided to the Purchaser;

(d) the documents and other information required to be provided or otherwise customarily provided including those which are essential for the use, operation and maintenance of the G&S have been provided to the Purchaser.

Best Industry Practice means that degree of skill, care, prudence and foresight which would reasonably and ordinarily be expected of a skilled and experienced contractor engaged in the same type of project or supply as the Supplier under the same or similar circumstances.

Business Day means any day other than a Saturday, Sunday, statutory public holiday in the State in which the Delivery Address is located, or the 27, 28, 29, 30 or 31 December.

Claim means any action, suit, claim, proceeding, demand or loss whatsoever including without limiting the generality of the foregoing any claim howsoever arising out of, relating to or connected with the Contract including:

(a) Present, unascertained, immediate, future or contingent; or

(b) In contract or in tort including negligence or under statute or for breach of fiduciary duty or statutory duty, by reason of any other principle whether legal, equitable or statutory; or

(c) Asserted by action, claim, suit, proceeding, deduction, set-off or counterclaim or otherwise; or

(d) For breach of any provision, warranty, representation, obligation, indemnity or express or implied undertaking; or (e) For costs whether ordered or not or assessed or taxed in relation to any proceedings or otherwise.

Contract means these Standard Supply Agreement Conditions and Supply Agreement Schedule together with the Schedule.

Contract Sum means the aggregated total set out in the Schedule excluding GST.

Control Sample means a sample of any G&S which is provided by the Supplier to the Purchaser as an example of the quality, condition, colour, pattern, texture, dimensions, geometry, composition, mass or volume of the G&S.

Date for Delivery means the date specified in the Supply Agreement which the G&S are to be delivered to the Purchaser.

Date of Delivery means the date the G&S are actually delivered to the Purchaser.

Defects or Defective means any:

(a) defect, shrinkage, fault, error, omission, inaccuracy or discrepancy of any G&S provided under this Contract;

(b) any aspect of the G&S supplied under this Contract which is not in accordance with this Contract;

(c) any damage to, or loss of the G&S or any part thereof that would not have occurred but for any such defect, shrinkage, fault, error, omission, inaccuracy, discrepancy or aspect.

Delivery, Delivered, Supply or Supplied means the time at which the G&S have been completed and/or delivered to the Purchaser's Delivery Address and are capable of being used for their stated or intended purpose and have been accepted by the Purchaser in accordance with this Contract.

Delivery Address means the address set out on the Supply Agreement.

Goods & Services or G&S means all services, goods, equipment, materials, articles, or any other property or parts to be provided to the Purchaser by the Supplier under this Contract and includes, without limitation, design, manufacture, inspection, testing, expediting, quality assurance and control, painting, packing and delivery as specified or required hereunder and any works, necessary to carry out or incidental to the Supply Agreement and the Supplier's obligations under this Contract.

GST has the meaning given to it in the GST Law.

GST Law means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any updated or replacement legislation.

Head Contract means the construction contract (whether commercial or domestic) between the Purchaser and the proprietor or lessee of the site where the G&S are to be installed by the Purchaser.

Intellectual Property means any present or future rights conferred by statute, common law or equity in any part of the world in relation to any confidential information, copyright, trademarks, service marks, designs, patents, circuit layouts, plant varieties, business names, domain names, inventions, trade secrets or other results of intellectual activity in any industrial, commercial, scientific, literary or artistic fields whether or not registered or registrable and includes any rights to protect or apply for the registration, renewal or extension of such rights.

Payment Schedule has the meaning given to it in the SOPA.

Project Coordinator means the person nominated by the Purchaser as being the Project Coordinator from time-to-time.

PPSA means the Personal Property Securities Act 2009 (Cth). Words and expressions which are not defined in this document but which have a defined meaning the PPSA or regulations made under the PPSA have that same meaning.

Schedule means the schedule setting out the commercial terms associated with this Supply Agreement.

SOPA means the Building and Construction Industry (Security of Payment) Act 2002 (Vic).

Supply Agreement means the offer to purchase G&S as described in the Schedule and includes these terms and conditions upon which the Goods & Services are to be manufactured, sold or supplied by the Supplier to the Purchaser.

Tax Invoice has the meaning given to that term in the GST Law.

and like words have a corresponding meaning.

2. PARAMOUNTCY OF THESE TERMS

2.1 The Supplier acknowledges and agrees that the terms of this Contract shall apply to all orders for G&S provided by the Purchaser (at any time and to any address) unless otherwise agreed between the parties.

2.2 To the extent that any tender, quote, picking slip or other document produced by the Supplier contains alternative terms or purports to depart from the terms of this Contract, the Supplier agrees that those terms are of no effect and the terms of this Contract shall apply.

2.3 For the purposes of agreeing to vary the terms of this Contract, this requires the approval of a director of the Purchaser.

3. PRICES

All such prices shown in the Supply Agreement are from the date of the Supply Agreement and include all necessary and ancillary items including but not limited to freight, cartage, insurance, inductions, site meetings, project management, printing and use or supply of pallets and containers unless otherwise shown in the Supply Agreement. No increase in prices for the G&S that are the subject of this Supply Agreement shall be allowed unless prior approval in writing is obtained from the Purchaser.

4. PERSONAL PROPERTY SECURITIES ACT

4.1 Where the Purchaser has made progress payments to the Supplier for G&S completed and / or procured by the Supplier to fulfil the Supply Agreement, ownership in and title to all G&S in Progress regardless of the level of completion or processing shall pass to the Purchaser, and the Supplier must clearly identify such work in progress as the property of the Purchaser, however any risk remains with the Supplier until such G&S are Delivered and the Purchaser has signed the delivery receipt.

4.2 Where terms are not otherwise defined in this Contract, terms used in this clause have the meaning given to them in the PPSA.

4.3 The Supplier agrees that the terms of this Contract may constitute one or more Security Interests for the purpose of the ('PPSA') and that:

(a) to perfect any such Security Interest the Purchaser may register a financing statement(s) on the Personal Property Securities Register;

(b) the Supplier shall have no rights under sections 95, 118, 121(4), 125, 130, 132, 135 142 and 143 of the PPSA;

(c) the application of Part 4.3 (other than sections 123, 124, 126, 128, 129(1), 133, 134(1) and 136) of the PPSA is contracted out of if that Part

would apply by virtue of section 116(2) of the PPSA; and

(d) the Supplier waives its right to receive notice of a verification statement under section 157 of the PPSA.

4.4 The Supplier must promptly on request by the Purchaser provide any such information and execute and deliver any such documents as the Purchaser may reasonably require to protect the Security Interests granted to the Purchaser by the Supplier under or in relation to this Contract.

5. DELIVERY

5.1 The Supplier shall deliver the G&S to the Delivery Address shown on the Supply Agreement by the Date for Delivery or such other date as notified by the Purchaser to the Supplier from time-to-time.

5.2 All G&S must be appropriately packaged or otherwise prepared for transportation to avoid damage, to comply with delivery carrier requirements and to attract minimum transportation costs and insurance rates.

5.3 If, the Purchaser determines that the G&S are damaged or Defective at any time prior to Acceptance, the Supplier shall remove and replace the damaged or Defective G&S by the time directed by the Purchaser.

5.4 All Supplier invoices, packing slips, delivery dockets, correspondence and other related documentation must clearly show the order number endorsed on the Supply Agreement.

5.5 The G&S shall be delivered at no additional cost to the Purchaser to the Purchaser's Delivery Address shown on the Supply Agreement unless otherwise agreed in writing.

5.6 The delivery of the G&S shall be accompanied by any compliance certificates required to be issued in respect of the G&S the subject of the payment claim.

5.7 Time shall be of the essence in delivery of the G&S on the Supply Agreement.

5.8 The Purchaser reserves the right to nominate a time for delivery of G&S. If the G&S cannot be delivered at the time nominated by the Purchaser, the Supplier must immediately notify the Purchaser who may nominate a different time for delivery of the G&S.

5.9 If, for any reason, a delay in delivery of the G&S results in an additional cost being charged to the Purchaser by any third-party, the Supplier acknowledges and agrees that it will make payment of that amount which may, if permitted by law, be set-off against other amounts otherwise owing to the Supplier for the avoidance of doubt, this includes any liquidated damages charged to the Purchaser under the Head Contract.

5.10 If the Supplier fails to deliver all or any of the G&S by the Date for Delivery or in accordance with any mutually agreed delivery schedule, then the Purchaser in its absolute discretion with or without prior notice may treat the Supply Agreement as having been repudiated by the Supplier and the Purchaser shall be entitled to recover from the Supplier:

(a) An amount equal to the total profit lost by the Purchaser on any and all contracts in which the G&S, or any item forming part of the G&S were to be utilised or form part of;

(b) Any liquidated damages, costs, penalties or other expenses the Purchaser may incur or may thereafter incur as a direct or indirect cause of such repudiation; and

(c) Liquidated Damages at the rate set out in the formal instrument for each day after the Date for Delivery the G&S are Delivered and Accepted.

5.11 Risk in the G&S shall pass to the Purchaser upon Acceptance. Title to the G&S shall pass to the Purchaser upon Delivery. If any G&S are rejected in accordance with the terms of this Contract, title and risk in those rejected G&S shall revert to the Supplier immediately upon notice to the Supplier.

6. INSPECTION AND ACCEPTANCE OF GOODS

6.1 All G&S shall be fit for the purpose for which they are required. The Supplier must use new and undamaged materials, unless otherwise specified in the Contract and the workmanship of the G&S must be of the highest quality and standard. The G&S shall be carried out, manufactured, sold, supplied and provided by the Supplier in accordance with all applicable Australian Standards and / or other relevant codes, the requirements of all relevant statutory authorities and the law.

6.2 The Supplier represents and warrants that all G&S delivered under this Contract comply with all applicable Australian Standards and other relevant codes and any requirements by a statutory authority and the law.

6.3 The Supplier is solely responsible for controlling the quality of the G&S and shall only supply to the Purchaser those G&S which conform to requirements of the Supply Agreement and this Contract and are fit for purpose. The Supplier shall complete inspections and tests on the G&S as required by the Purchaser and make the completed inspection and test records available to the Purchaser upon request. Where the Supply Agreement contains particular specification requirements for the G&S, the Supplier will provide an endorsed certificate of compliance with the G&S confirming that all of the specification requirements of the Supply Agreement and this Contract have been satisfied.

6.4 If the Supplier has provided a Control Sample which has been approved by the Purchaser (Approved Control Sample), any G&S which is delivered which deviates from the Approved Control Sample may be rejected by the Purchaser in its sole discretion and the Supplier is responsible to make good any damage, costs or losses as a result of any deviation from the Approved Control Sample.

6.5 The Supplier shall ensure that all drawings and data used have been certified for construction and that G&S are manufactured to such drawings and data or any subsequent revisions thereof.

6.6 The Supplier warrants that it has all information, drawings and data necessary for it to supply the G&S in accordance with this Contract.

6.7 The Supplier acknowledges and agrees that the G&S delivered to the Purchaser are accepted subject to the Purchaser's final inspection. The provision of a delivery receipt for any part, any or all G&S signed by the Purchaser or payment in full or in part shall not constitute Acceptance of the G&S by the Purchaser.

6.8 Notwithstanding payment in full or in part, or provision of a delivery receipt of G&S signed by the Purchaser, if any G&S Delivered do not comply with the requirements of the Supply Agreement, they may be rejected by the Purchaser ('Rejected G&S') and the Supplier must at the Supplier's expense, at the time and to the extent specified by the Purchaser, repair, remove and replace, or provide reimbursement for, the Rejected G&S. The Purchaser may provide the Supplier with notice of its rejection of the G&S until the G&S are Accepted.

6.9 Any Rejected G&S returned to the Supplier as defective or otherwise outside the requirements of the Supply Agreement for repair, replacement or credit are returned at the risk of the Supplier and all handling, insurance and transportation costs, including the Purchaser's costs of inspection, from the initial delivery of the G&S and the subsequent return of Rejected G&S shall be borne by the Supplier and the Supplier shall pay to the Purchaser any such costs and refund any payment or part-payment made by the Purchaser in respect of the Rejected G&S.

6.10 The Supplier is obliged to ensure that delivery receipts required to be completed by the Purchaser shall be completed and signed by the Purchaser and the Supplier.

6.11 Any G&S provided under or in connection with this Contract shall be provided using the highest standard of care and skill and with proper and tradesman-like workmanship, and in accordance with Best Industry Practice.

6.12 Except where included in this Supply Agreement or where the Purchaser otherwise notifies the Supplier in writing, the Supplier shall, at its own expense, supply everything necessary or which may be reasonably inferred or expected from the Supply Agreement or this Contract for the proper performance of the G&S under or in connection with this Contract.

6.13 Once the Purchaser is satisfied that Acceptance of the G&S has occurred, the Purchaser may provide to the Supplier written notice confirming Acceptance having occurred.

7. FEES, INVOICING AND PAYMENT

7.1 Fees

(a) The Contract Sum set out in the Contract for the G&S provided to the Purchaser is the total amount payable by the Purchaser under this Contract.

(b) The Contract Sum is exclusive of GST but inclusive of any other taxes, duties, levies, expenses or charges. All such other taxes are solely the Supplier's liability.

(c) Unless otherwise specified, the Supplier will deliver a Tax Invoice following Acceptance of the G&S by the Purchaser. Each Tax Invoice issued under this Contract shall be a valid Tax Invoice and make reference to the relevant Purchase Order and be accompanied by a written specification giving a true account of the G&S purchased by the Purchaser.

(d) The Purchaser reserves the right to reject any invoice that does not meet the requirements set out in this Contract. The payment term of each Tax Invoice is determined from the date upon which the Purchaser receives a correctly rendered Tax Invoice.

(e) Unless otherwise specified, the Purchaser will make payment for the G&S by the 28th day of the month following delivery of a correctly rendered Tax Invoice, unless the SOPA applies whereupon:

(i) the Supplier shall be entitled to issue only one Tax Invoice in each calendar month which must be delivered on the last Business Day of the month;

(ii) the Purchaser shall assess that Tax Invoice as a payment claim under the SOPA and issue a Payment Schedule in accordance with the SOPA.

7.2 Set-off and Indemnities

(a) The Purchaser may deduct from any moneys due and payable to the Supplier, any moneys due and payable, or claimed by the Purchaser to be due and payable, from the Supplier to the Purchaser pursuant to this Contract or any other agreement between the Purchaser and the Supplier, including but not limited to for breach of any warranty, under any indemnity (whether or not the Purchaser has made any payment or incurred any liability) given by the Supplier in favour of the Purchaser, all costs and expenses including legal costs under any adjudication application under SOPA or otherwise at law, and if those moneys are insufficient then the

Purchaser will be entitled to deduct from the retention moneys or the security (if any) or recover those amounts separately.

(b) Where the Purchaser applies sub-clause 8.9(a), the Purchaser is entitled to apply, at its sole election and discretion, up to an additional 20% of the costs and expenses incurred in order to recover a portion of the Purchaser's internal costs expended in the administration, supervision and management as the case may be of the works the subject of this subclause.

(c) The Supplier indemnifies the Purchaser against and holds the Purchaser harmless from, any loss, liability, cost, expense, claim or damage made against, suffered or incurred by the Purchaser arising directly or indirectly from any breach by the Supplier of this Contract or any act or omission (including any negligence, unlawful conduct or wilful misconduct) by the Supplier under, relating to or in connection with this Contract.

(d) If the Supplier does not deliver the G&S by the date specified in the Supply Agreement, the Supplier indemnifies the Purchaser against any liability or loss suffered or incurred by the Purchaser:

(i) under or in connection with the Head Contract; or

(ii) as a consequence of seeking to mitigate its liability or loss or potential liability or loss under or in connection with the Head Contract (including acceleration costs), to the extent that such liability or losses arises out of or in connection with an act of neglect or default of the Supplier.

(e) It is not necessary for the Purchaser to incur expense or make a payment before enforcing any indemnity conferred by this Contract.

(f) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Supplier and survives the termination or expiration of this Contract.

7.3 Security of Payment Legislation

For the purposes of section 42 of SOPA, in the event that the Supplier makes an adjudication application under SOPA, the Supplier must make such application to one of the following Authorised Nominating Authorities (as that term is defined under SOPA): Resolution Institute.

7.4 Date for Submission of Christmas Tax Invoice/Payment Claim

Payment claims for the month of December are, for the purposes of claims for payment under the Contract and SOPA, to be made on 7 December and the date for payment is, for that payment claim only, to be on or before 31 January the next year.

8. GOODS AND SERVICES TAX

In this clause:

(a) The Purchaser will not be obliged to pay any amount in respect of GST to the Supplier unless a tax invoice that complies with the GST Law has been issued in respect of that GST at the same time at which it receives the invoice to that which the taxable supply relates. Each party agrees to do all things, including providing invoices or other documentation that may be necessary or desirable to:

(i) Enable or assist the other party to claim input tax credits to the maximum extent possible; or

(ii) Claim all input tax credits that may be available to itself in order to reduce the amount recoverable from the other party under the Contract.

(b) If the total final amount of GST payable under the Supply Agreement differs from the amount paid to the Supplier in respect of GST, whether because of an adjustment event as defined in the GST Law, an error in calculation or for any other reason, the Supplier shall return the difference to the Purchaser or the Purchaser shall pay an additional amount to the Supplier, as applicable, to ensure that the total final amount of GST payable to the Supplier under this Supply Agreement is equal to the total GST liability in respect of this Supply Agreement.

9. VARIATIONS

9.1 The Purchaser through the Project Coordinator may at any time direct the Supplier to amend, increase, decrease or change the quality, character or extent of the G&S or to otherwise supply additional or less G&S (Variation Order).

9.2 Within five Business Days of receiving a Variation Order the Supplier must deliver to the Purchaser a detailed quotation setting out any difference in the cost associated with the Supplier's performance of the variation and any effect the variation will have on the Date for Delivery including evidence as reasonably required by the Purchaser.

9.3 The Supplier must not undertake any works or supply any G&S, urgent or otherwise, the subject of a Variation Order unless it has first received a written direction to proceed from the Purchaser through the Project Coordinator.

9.4 The valuation of the G&S the subject of a Variation Order are to be valued according to (in order of precedence):

(a) prior agreement;

(b) a schedule of rates or bill of quantities (if applicable);

(c) the reasonable determination by the Purchaser.

10. TERMINATION

10.1 The Purchaser may terminate this Contract on 7 days' written notice and the Supplier will be paid the value of all G&S Delivered and all G&S supplied or carried out to the date of termination and the cost of materials reasonably ordered by the Supplier for the G&S, and the Supplier shall take all reasonable steps to mitigate the loss to the Purchaser.

10.2 The Purchaser may terminate the Supply Agreement in whole or in part, by notice in writing and without prejudice to any other right it may have, upon or at any time after the happening of any of the following events:

(a) default by the Supplier in the performance or observance of any of the provisions of this Contract, or if any other secured party seizes or becomes entitled to seize the G&S (whether under the PPSA or otherwise); or

(b) the Supplier fails to deliver the G&S within the time specified or otherwise in accordance with the Supply Agreement or any delivery schedule as agreed upon by the parties; or

(c) the Supplier, if an individual, has a bankruptcy petition presented against him, or commits an act of bankruptcy, or makes a proposal for a scheme of arrangement or a composition, or has a deed of assignment or deed of arrangement made, or accepts a composition, or is required to present a debtor's petition, or has a sequestration order made under Part X of the Bankruptcy Act 1966 (Cth), or enters into a personal insolvency agreement, or calls a meeting for the consideration of a personal insolvency agreement as defined by the Bankruptcy Act 1966 (Cth) or dies; or

(d) the Supplier, if a corporation, has a controller or administrator or liquidator appointed or enters into a deed of company arrangement with its creditors or has a receiver or receiver and manager appointed to any of its property or has a mortgagee take possession of any of its property or has a winding up order made against it.

10.3 The Supplier shall not be entitled to claim any compensation in respect of or arising from any such cancellation.

10.4 The Supplier will refund in full any deposit paid, or any money paid in advance to the Supplier, in respect of any Supply Agreement, by the Purchaser for any cancelled Supply Agreement within 7 days of the cancellation of any Supply Agreement.

11. WORKING AT DELIVERY ADDRESS OR AT THE PURCHASER'S PREMISES

If any work necessary for fulfilling the Supply Agreement is to be performed on or at the Purchaser's Premises, Delivery Address, or at a place under the Purchaser's control, then the Supplier shall 7 days prior to starting work, provide evidence of adequate and current Public Liability and Workers Compensation Insurance cover, and any and all other Insurances as reasonably required by the Purchaser.

12. SUPPLY OF PARTS BY THE PURCHASER

If the Purchaser provides to the Supplier any parts or components to be incorporated by the Supplier in the G&S, the parts or components supplied shall be at the risk of the Supplier, who shall pay the actual cost incurred by the Purchaser in replacement or repair of the supplied parts or components, where such loss or damage arose while the parts or components were in possession of the Supplier, until those G&S incorporating those parts or components are accepted by the Purchaser.

13. QUALITY MANAGEMENT SYSTEM

The Supplier shall at all material times operate and maintain an effective quality management system appropriate to the type of G&S offered and / or in accordance with the specifications within the Supply Agreement, and if requested the Supplier must provide to the Purchaser upon Delivery of the G&S or performance of the G&S, a copy of the quality assurance documentation relating to those G&S.

14. OH&S AND ENVIRONMENTAL REQUIREMENTS

14.1 The G&S Supplied must comply with all applicable health and safety legislation, whether State or Commonwealth, and meet or exceed the appropriate Australian and / or International Standard. The Supplier shall operate and maintain at all material times an effective Occupational Health and Safety ('OHS') management system appropriate to the type of G&S offered and / or in accordance with the specifications within the Supply Agreement.

14.2 The Supplier shall be responsible for supplying all Personal Protective Equipment ('PPE') to the Supplier's employees that is necessary and appropriate to the G&S to be carried out.

14.3 The Supplier acknowledges and agrees by its acceptance of this Contract that it has satisfied itself as to the safety of the Work to be carried out under this Contract.

14.4 Where a Safe Work Method Statement ('SWMS') is required by the Occupational Health & Safety Act 2004 (VIC), an Occupational Health and Safety policy, or as directed by the Purchaser, the Supplier shall comply with the Purchaser's SWMS in its performance of the G&S or optionally it shall supply and comply with its own SWMS, which must be consistent and coordinated with the Purchaser's SWMS.

14.5 Where the Supplier provides its own SWMS, the Supplier acknowledges and agrees that the Purchaser is relying on the Supplier's skill, expertise and judgement in the appropriateness of, and compliance with, the Supplier's SWMS.

14.6 The G&S Delivered must comply with all applicable environmental legislation, whether State or Commonwealth, and meet or exceed the appropriate Australian and / or International Standard.

15. WARRANTIES

15.1 The Supplier acknowledges and agrees by its acceptance of the Supply Agreement that it is aware that the Purchaser is relying on the Supplier's skill, expertise and judgement in the Delivery of the G&S.

15.2 At the request of the Purchaser, the Supplier must assign the benefit of any warranty or guarantee that the Supplier has received from its contractors whether under contract or by implication or operation of law in whatever form required by the Purchaser from time-to-time. This warranty shall endure for the benefit of the Purchaser, its successors and its assignees.

15.3 The Supplier, by its acceptance of this Contract, warrants that the G&S supplied are of acceptable quality and free from Defects in material and workmanship, conform with the specifications provided by the Purchaser, and are fit for the purpose for which the Purchaser or the Purchaser's customers intend to use the G&S, or for the purpose for which the G&S would normally be used, including all such purposes made known to the Supplier expressly or by implication for the period of 10 years from the date of Delivery to the Purchaser.

16. INTELLECTUAL PROPERTY

16.1 All drawings, blueprints, sketches, specifications, tooling and copies of any kind whatsoever supplied by the Purchaser to the Supplier remain the property of the Purchaser and shall not be copied or used by the Supplier for any purpose other than for fulfilling its obligations under this Contract. Unless otherwise agreed, all such drawings, blueprints, sketches, specifications, tooling and copies thereof must be returned to the Purchaser with the Delivery of the G&S.

16.2 All patent, design rights, trade marks, copyright, original works and any other Intellectual Property in any design, specification, process, method of working or other information relating to the G&S provided by the Supplier to the Purchaser associated with the supply of the G&S, shall remain the property of the Purchaser.

16.3 The Supplier agrees that it will not now or at any time in the future reproduce for or sell to any person or corporation other than the Purchaser, whether for profit or otherwise, G&S or any part of the G&S in progress manufactured by the Supplier to design and specifications provided by the Purchaser or its related entities. The Supplier shall not divulge to any other person or corporation any information, specifications, drawings or other Intellectual Property received from or provided by the Purchaser or its related entities without the prior written consent of the Purchaser.

17. INSURANCE AND INDEMNITY

17.1 The Supplier shall take out and maintain workers compensation insurance, public liability insurance and product liability insurance. Evidence of currency of insurances shall be provided to the Purchaser on request.

17.2 If the Supplier is entitled to make a claim under any insurance policy effected by the Purchaser or the Purchaser's customer, the Supplier shall be liable for any excesses in connection with the claim.

17.3 By its acceptance of the Supply Agreement, the Supplier releases, holds harmless, indemnifies and keeps indemnified the Purchaser, its successors, administrators and assignees, from and against all Claims (whether direct, indirect or consequential):

(a) For loss or damage to persons or property, or for death or injury caused by or arising out of or in connection with any act, matter, or thing done, omitted or permitted to be done by the Supplier; or

(b) For loss of profit, opportunity, use and any and all other economic or consequential loss, including and without limitation, any loss by reason of a breach of a term or condition of the Supply Agreement, or the negligence or any other act, matter or thing done, omitted or permitted to be done by the Supplier.

(c) For costs including legal fees on a full indemnity basis, loss, damages, liability, demands, suits at law or in equity for or in respect of the actual or alleged infringement of any patent, trade mark or other intellectual property right to or in respect of materials used by the Supplier in the execution of this Contract, or in respect of any Claim or the enforcement of any right or claim in respect of the G&S supplied under or associated with the Contract by any third parties.

18. DISPUTE RESOLUTION

18.1 Notwithstanding the existence of a dispute, the Supplier shall continue to perform its obligations under the Contract and comply with all directions of the Purchaser.

18.2 A party claiming that a dispute has arisen under this Contract shall give written notice to the other party providing particulars of the dispute and nominating a person with authority to settle the dispute and the other party shall within three (3) Business Days give written notice to the first party of its representative with authority to settle the dispute.

18.3 The authorised persons shall within five (5) Business Days of giving the notice of the dispute meet at least once, in good faith and without prejudice, and seek to resolve the dispute.

18.4 If the dispute is not resolved within ten (10) Business Days of giving the notice of dispute, a party may refer the dispute to commercial arbitration for resolution, with the arbitrator being a practising barrister of not less than 10 years' but not more than 15 years' experience nominated by the President of the Bar Association of the State or Territory in which the Delivery Address is situated. The arbitrator shall conduct the arbitration and deliver his award within ten (10) Business Days of his appointment, with a hearing of one day and the rules of evidence shall not apply. The parties may be represented only by practicing solicitors.

18.5 If any arbitration award is in favour of the Purchaser, the Supplier shall pay the Purchaser's costs in respect of the arbitration on a solicitor / own client basis. The arbitrator shall tax costs at the conclusion of the arbitration.

18.6 Nothing herein shall prejudice the right of either party to seek injunctive or urgent declaratory relief in respect of any matter arising under the Contract.

19. TIME BAR FOR CLAIMS

19.1 Unless this Contract expressly states otherwise, the Purchaser shall not be liable for any Claim by the Supplier arising out of or associated with the Contract, unless the Supplier has given notice to the Purchaser in writing including to the maximum extent practicable particulars of the event or circumstances on which the claim is or will be based, the provision of the Contract or other basis for the claim or proposed claim, and the quantum or likely quantum of the claim within seven (7) days of the claim arising.

19.2 Nothing in clause 18(a) limits the operation or effects of any other provision for notice, time-bar, condition precedent or limitation or exclusion clause in the Contract.

19.3 Any notice or advice in relation to this Contract to a party shall be sufficiently served by handing the same to the other party, its employee or agent or by email to the email address shown herein and shall be deemed to have been received by the other party on the date the notice was handed to it, or on the date of transmission by email (according to the method of service).

19.4 The parties agree that this Contract and any agreement in relation to this Contract may be agreed and accepted by email.

20. GENERAL

20.1 The Supplier acknowledges and agrees that it shall have no entitlement to report the Purchaser to a credit reporting agency or similar group which maintains a database of creditors (such as Creditor Watch) without first having obtained an order in a Court in respect of the debt alleged to be due and that if the Supplier breaches this clause 8.13, the Purchaser shall, without prejudice to any other rights it may have, have the right to do any or all of the following:

(a) seek the removal of any submission by seeking an order in a Court of competent jurisdiction and the Supplier shall be barred from raising a defence in respect of such application to the Court;

(b) commencing proceedings against the Supplier for the lodgement and the Supplier shall be barred from raising a defence in respect of such application to the Court, and

(c) the Supplier acknowledges and agrees that damages are an insufficient remedy to a lodgement with a credit agency without compliance with this clause.

20.2 The law governing the Contract and its interpretation is the law of the State of the Purchaser's address as identified in the Supply Agreement Schedule.

20.3 The Contract constitutes the entire agreement between the parties with regard to the G&S and supersedes all prior or contemporaneous, oral or written contracts, agreements or understandings of the parties relating to the G&S. The Supplier acknowledges that in entering into the Contract, it has not relied upon any representation or undertaking given by or on behalf of the Purchaser which is not expressly set out in the Contract.

20.4 Any modification or variation of this Supply Agreement or this Contract will not be valid unless in writing and agreed by the parties.

20.5 If the Supplier finds any ambiguity, discrepancy or inconsistency between this Contract and other documents forming part of the Contract, it will give immediate written notice thereof to the Purchaser. The Purchaser shall direct the interpretation to be followed and any necessary correction will not vitiate this Contract.

20.6 Any provision in this Contract which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and may be severed and such illegality, voidness or unenforceability will not invalidate any other provision of this Contract.

20.7 No rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.