

Terms and Conditions of Purchase Order (Goods and/or Services including Transportation and Minor Works)



New England Trading Pty Limited ("NET Modular") has updated these Terms & Conditions of Purchase Order effective from 5 December 2023. For all customers and/or suppliers which entered Standard Terms with NET Modular between 9 November 2023 and 5 December 2023 NET Modular agrees that the 5 December 2023 Standard Terms will apply at the relevant supplier's election.

Part A: Standard Terms

1. General

Every purchase order ('order') we issue is an offer to buy goods from you or engage your services subject to these terms and conditions ('standard terms'), including Part B ('transport terms') and C ('minor works terms') where applicable, and any written special conditions that we include in or with our order ('Contract'). Where you accept, or take any action in connection with our order, the Contract is formed and is binding. If there are special conditions in the order then they take precedence over the standard terms, transport terms and minor works terms. Any terms and conditions in your quote, offer document, order acceptance, or any other document you supply are excluded, except where this Contract is replaced by a formal agreement for the goods and services that both parties sign.

2. Delivery

You must supply the goods and services, where and by the Delivery Date specified in our Order or as otherwise reasonably directed by us (at any time) in writing.

You must keep us informed of any delays or other matters which may affect the delivery of the goods or the performance of the services.

You must properly pack, mark and ship the goods in accordance with our instructions and with industry standards.

You must provide us with shipment documentation stating the Order number and sufficient information for us to be able to determine that the correct quantity has been delivered in accordance with the Order.

If any of the goods (or any part of them) originates from outside of Australia you must specify the country of origin.

3. Cancellations

We may cancel an Order by written notice to you: (a) at any time prior to supply; or (b) after supply, if the goods or services are not in accordance with our Order (including where wrong quantities are delivered) or (c) if you otherwise breach this Contract; and we will have no liability whatsoever to you for cancelling other than to pay for work that you have completed in accordance with the Contract but if we have cancelled under 3(b) or 3(c) then you will be responsible for the cost of any necessary return transportation or materials restocking fees..

4. Variations

At any time, we may issue you reasonable instructions to make variations to the goods or services (including any additions or reductions to the scope of services), and you must comply with those instructions without undue delay.

Any additional payment payable to you in connection with a variation will be valued by us at the appropriate rates and prices included in the Order or, in the absence of any appropriate rates and prices, a fair valuation will be made by mutual agreement between

us, or (if such agreement is not reached within a reasonable period of time) as determined by us acting reasonably and by reference to available market rates.

You are not entitled to any additional payment if we request you to perform remedial work due to any defect or if the relevant variation is due to any fault on your part.

You must not carry out any variation unless we have issued you a written direction to carry out that variation. You will not be entitled to compensation for variations other than as set out in this clause.

5. Quality

You warrant that you hold and will keep all approvals, consents, qualifications, licenses and permits required by applicable law and which are necessary for you to provide the goods and services.

To the extent applicable you must comply with the NET HSEQ Requirements.

You must: (a) ensure that you and all goods and services you supply strictly comply with all laws, regulations, codes and Australian Standards, with our Supplier Code of Conduct, our Contract (including any performance criteria) and all reasonable directions given by us; (b) provide all personnel, materials, resources, equipment, facilities and other things necessary to perform this Contract; and (c) obtain all authorisations required to perform this Contract.

Goods must be new, fit for purpose for which they are acquired, free from damage and defects in workmanship and materials and merchantable quality. Services must be performed in a safe and workmanlike manner to a high standard of professional care and skill by appropriately trained and qualified personnel.

Without limiting the above paragraph, you must assign to us the benefit of any warranty or guarantee given by the manufacturer regarding the goods. If it is not possible to assign the manufacturer's warranty you must notify us in writing in advance.

Regardless of whether title and risk have passed to us, we may reject goods or services (including any replacement goods or services) which are defective or otherwise do not comply with the Contract during the defects period, even if we have previously inspected or accepted them. Where goods or services are rejected, you must, at our option (acting reasonably in the circumstances) within 5 days (or such other longer period if this time is unreasonable in the circumstances): (a) replace, repair or resupply the goods or services at your expense; or (b) refund to us any amount we paid for the rejected goods or services.

If you fail to remedy any defective or non-compliant goods or services in accordance with the above timeframe, we may arrange to have the defects or non-compliance remedied by alternative means and may recover the reasonable direct costs of doing so from you.

You will hold all approvals, consents and permits which are necessary under Applicable Law for you to provide the goods and services under this Contract

6. Inspection and testing

Terms and Conditions of Purchase Order (Goods and/or Services including Transportation and Minor Works)



You are solely responsible for inspecting the site and the requirements of any documentation we may give you and the Contract and ensuring the price in the order is sufficient for you to be able to provide the goods and services. You will be unable to claim a variation for circumstances that a competent contracting providing similar goods and services would have been aware of.

We, or any agent appointed by us, have the right to carry out reasonable inspections and testing to ensure that the goods and services comply with this Contract. If requested by us, you must provide all reasonable assistance (including providing access to any premises, including your subcontractor's premises) as be required by us to facilitate such inspections and testing.

You agree that we may audit your compliance with the Contract and with Applicable Law at any time upon reasonable notice.

7. Price and payment

The price for the goods and services is the price stated in our order.

Unless the order expressly states otherwise, it includes: (a) any applicable GST; (b) all packing, insurance and delivery charges and all taxes and duties; and (c) all other costs, expenses and liabilities incurred by you in performing this Contract.

You may only invoice us after all goods and services have been delivered or completed in accordance with the Contract. If you issue the invoice in advance, you agree that the official date of invoice receipt will be the date upon which the goods and services have been delivered or completed in accordance with the Contract. You warrant that you will provide us with an invoice for the goods or services by the 30th day of the month in which you completed the goods or services and, in any event, not later than 90 days from the date the goods or services were provided (or such other later timeframe as we may agree if it is reasonable to do so in the circumstances).

Your invoice must: (a) be correctly addressed; (b) identify our Order number; (c) be a valid tax invoice for GST purposes; (d) be emailed to accounts.payable@netmodular.com.au, and (e) where we request it, be accompanied by documentation substantiating the amount claimed. Your invoice will not be receipted until it meets the requirements of this clause.

We will pay all correctly rendered and undisputed invoices within 45 days after the end of the month in which we receive them. All payments by us are on account only and do not evidence our acceptance of the value, quantity or quality of the goods or services or compliance of this Contract.

If we dispute an invoice: (a) payment of the relevant part of the invoice is suspended until the dispute is resolved (you may need to issue us a credit note and a revised invoice in order to allow us to pay the undisputed portion of the invoice); and (b) you must give us any information or document we request in relation to the invoice or the dispute.

As well as any of our other rights, we may deduct from your invoice any amount you owe us on any account (including under any indemnity).

You must promptly provide us with evidence of any of your costs, expenses or other components within your invoice upon our

reasonable request so that we can verify the amounts invoiced are in accordance with this Contract.

You indemnify us for any reasonable and direct costs, loss or damage that arises due to you failing to provide an invoice within the required timeframe.

8. Title and risk

Title to and risk in goods pass to us on delivery.

You warrant that: (a) you have complete ownership of the goods free of any encumbrances; (b) we will receive clear and complete title to the goods free from any encumbrances, and (c) no claim of infringement of moral rights will be brought against us by your employees or agents.

Any intellectual property rights created from your performance of this Contract vest in and are assigned to us on creation. You do not obtain any intellectual property rights in any documentation, information or media of any type that we provide to you. Such intellectual property rights belong to us.

9. Our materials

Any tools, patterns, designs, drawings, dyes, or other material used in supplying or manufacturing goods or otherwise performing this Contract and that are paid for or supplied by us ('our materials') are our property.

While our materials are in your possession, you: (a) hold them solely as our bailee; (b) must store them securely and keep them in good repair; (c) must use them only to perform this Contract; and (d) must return them to us on demand.

10. Confidentiality

We must both keep each others' confidential information (which includes information about our clients and employees) confidential and not directly or indirectly disclose, use, record, memorise, reverse engineer or copy it for any purpose other than to perform this Contract without the other party's prior written approval. Neither of us will make any public announcement about this Contract without the other party's prior written approval.

11. Privacy

Each of us must comply and must ensure that our representatives (employees, officers, subcontractors, and other agents) comply with all applicable privacy laws.

12. Indemnity

You indemnify us, our officers, employees, agents and customers against all loss, damage, claim, expense or liability incurred directly or indirectly in connection with: (a) any defect in any goods or services you supply; (b) a claim by a third party that the goods or services infringe their intellectual property rights; (c) any negligent or wilfully wrong act or omission by you, your employees, agents and contractors; (d) any damage to any property or the death or injury of any person to the extent caused by your actions or omissions, (e) any claim by your officers, employees or contractors arising out of or in connection with your actions or omissions with respect to the goods and services or this Contract.

Terms and Conditions of Purchase Order (Goods and/or Services including Transportation and Minor Works)



Neither of us will be liable to the other and we each waive and release the other from any claim for consequential loss arising from, relating to or, in connection with the performance or non-performance of this Contract unless such claim arises due to wilful default or fraudulent behaviour.

The indemnities contained in this Contract survive the termination or expiry of this Contract.

13. Insurance

You must effect and maintain all insurance policies required by law, taking into account the goods and services you supply, including the following insurances: (a) comprehensive general liability insurance with a limit of not less than \$20,000,000 per claim, and where requested, noting us as an interested party; (b) workers compensation insurance and employer's liability insurance as required by law; (c) motor vehicle third-party liability insurance as required by law, and motor vehicle third party property damage with an indemnity of not less than \$20,000,000 for any one occurrence; (d) insurance covering your property, equipment, materials owned, hired, leased or used by you for this Contract; (v) product liability insurance not less than \$20,000,000 per claim; and (vi) any additional insurance required by any applicable law.

You must provide us with proof of your insurances upon request. In the event you fail to take out any of the required insurances then you agree that we may do so on your behalf and the costs of doing so will be a debt immediately due and owing from you to us.

Our liability to you arising directly or indirectly under or in connection with this Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the amount paid to you under this Contract.

Your liability to us arising directly or indirectly under or in connection with this Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the greater of the amount paid to you under this Contract or the reasonable direct costs of having the Goods resupplied or the Services reperformed.

The liability caps set out in the preceding two paragraphs will not apply to the extent liability arises due to the fraudulent or wilful misconduct of the party seeking to rely on the cap.

14. Personnel, Subcontracting and Labour Hire

You agree that you are responsible for the wages, salaries, paid public holidays, annual leave, sick leave, superannuation, PAYE and other taxes, workers' compensation and other insurance costs for your employees and all other obligations that arise from your activities in performing this Contract.

You must not subcontract the whole or any part of your obligations under this Contract without our prior written approval, which we may grant or withhold provided that we act reasonably. You will remain principally liable for the performance of this Contract and the acts and omissions of any subcontractor.

You will comply with the *Labour Hire License Act 2017* (Qld) or the equivalent in the jurisdiction where the goods or services are provided ('Labour Hire Law'). To the extent applicable, you will provide us with a copy of your labour hire license and any other

information we reasonably request in relation to your compliance with the Labour Hire Law.

15. Termination

As well as our other rights, we may terminate this Contract where: (a) you fail to supply goods or services by the Delivery Date or achieve any other dates specified in our order; (b) you otherwise commit a material breach of this Contract (and it is expressly agreed that a series of breaches may when taken as a whole constitute a material breach), or (c) you become or threaten to become insolvent or bankrupt or enter into a compromise or arrangement with creditors or any form of external administration, provided we are not restricted by Applicable Law from doing so.

In addition, we may terminate this Contract at any time for our convenience at our sole discretion and without compensation to you other than as set out in this Contract. We may then complete the goods and services ourselves or engage a third party to do so.

In the event of termination, you will be entitled to payment as set out in this Contract for the part of the goods or services you have completed under this Contract up to the date of termination when such goods or services have been provided to us. Unless, provided that this Contract was terminated in connection with your default, in this case such payment will not become due to you until the costs of completing the goods and services and all other costs arising as a result of such default, breach or insolvency event have been finally ascertained, and the part completed goods or services are provided to us by you.

Any termination under this Contract will be without prejudice to any accrued rights.

If this Contract is terminated, we both agree to take all available commercially reasonable steps to mitigate any cost or expense that we or our subcontractors might incur in connection with the Contract. You also agree that you will remove any plant or equipment on our site or our client's site(s) unless we have terminated under the first paragraph of this section and we may direct you to leave the materials, equipment and other things intended for the goods, services and works, and without payment or compensation upon payment of reasonable compensation to you take possession of, and use such items and other things on or in the vicinity of the Site as were used by you, and contract with your contractors and consultants, as are reasonably required by us to complete the goods, services and/or works.

In the event that you fail to complete any Order for any reason whatsoever, then we may recover from you all of our costs, losses, expenses, damages and claims of any type that we incur as a result of your failure to complete your obligations under the Contract (whether or not we terminate the Order/Contract for your default). Such amounts will include but not be limited to the costs of having a third party complete the Goods, Services and or Works and any amounts that become payable by us to our client in connection with your failure to complete the Order or your attempt to terminate an Order or Contract.

16. Modern Slavery and Antibribery

Terms and Conditions of Purchase Order (Goods and/or Services including Transportation and Minor Works)



You must provide us with any information that we reasonably request regarding our obligations under modern slavery and anti-bribery laws.

You warrant that if you become aware of any activity that may breach modern slavery or anti-bribery laws, you will let us know immediately.

If you use subcontractors or consultants, you must obtain similar commitments to those in this clause from them.

17. Miscellaneous

This Contract may only be varied with our written agreement.

You may not assign this Contract without our prior written consent, which we will not unreasonably withhold. You agree that we may assign or novate this Contract to a third party with your prior written consent which you will not unreasonably withhold. You appoint us as your attorney to execute any documentation in connection with such a transaction that you have consented to if you have failed to sign.

This Contract constitutes the entire agreement between us and you in relation to its subject matter.

The parties are independent contractors and no relationship of employment, agency, partnership, or joint venture is created by this Contract.

A party's delay or failure to exercise a right under this Contract is not a waiver of that right or other rights. Any consent to a breach of this Contract does not consent to any subsequent breach.

If a provision of this Contract is unenforceable for any reason, it shall be read down to the point of severance. This Contract must not be construed to our disadvantage merely because we prepared it.

If the work or goods or services being provided by you under this Contract are provided in connection with a Queensland State Government project then you will agree to comply with the Ethical Supplier Threshold Ethical Supplier Threshold for suppliers | Business Queensland in addition to any other State Government requirements notified to you. In any other states, if the work or goods or services being provided by you under this Contract are provided in connection with a State Government project then you will comply with any additional State Government requirements we have notified to you in advance in writing.

You agree to provide us and our clients (and any independent third party auditor appointed by either of us) with reasonable access to your books and records arising in connection with this Contract for the purposes of auditing your compliance with this Contract and/or any Applicable Law.

You agree that if required by our client you will accept an assignment or novation of this Contract to our client and/or their principal upon reasonable terms.

The law of Queensland, Australia, governs this Contract. You submit to the jurisdiction of the courts of Queensland and waive any right to claim that those courts are inconvenient forums.

18. Definitions and interpretation

In these Standard Terms: (a) the singular includes the plural and vice versa; (b) a person includes a firm, body corporate, unincorporated association or authority and reference to a person includes their executors, administrators, successors, substitutes and assigns; (c) a reference to '\$' is a reference to Australian dollar; (d) 'Including' and similar expressions are not words of limitation; (e) 'consequential loss' means consequential or indirect loss including loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any); (f) 'defects period' means the period commencing on delivery and ending 12 months later; (g) 'goods' means goods set out in our order; (h) 'services' means services set out in our order and includes any deliverable resulting from a service and 'works' where applicable; (i) 'Us', 'we' or 'our' means New England Trading Pty Limited ABN 98 002 195 262; (j) 'You' or 'your' means the supplier of goods and/or services set out in our Order; (k) 'NET HSEQ Requirements' means any of our health and safety requirements or those of our clients which are made known to you (whether by way of provision of policy documentation, through a prequalification process, or site inductions or site sign posting or otherwise) including but not limited to personal protective equipment usage requirements and use of safety zone waiting facilities; (l) 'applicable law' or 'law' means all state and commonwealth legislation, regulation and guidance and includes but is not limited to all health and safety legislation, procurement related guidelines and rules of any relevant State Government or authority, public health orders, the Modern Slavery Act 2018 and the Privacy Act 1988, the Environmental Protection Act 1994 (Qld) or the equivalent law in the jurisdiction where the goods and services are provided.

Part B: Transport Services Terms

19. Application of Part B

If the Order relates to transportation or carrier services of any type, this Part B ('Transport Terms') shall also apply to the Order in addition to the Standard Terms.

Where the Transport Terms apply: (a) the terms 'applicable law' and 'law' also includes the HVNL; (b) 'HVNL' means the law titled Heavy Vehicle National Law (including all associated regulations) and any amendments or updates to such law; and (c) 'Transport Services' means the transport services set out in the order which you are to provide.

20. Provision of Transport Services

In providing the Transport Services, you will: (a) ensure that each driver completes and signs any transport manifests we direct before any transport movement; (b) maintain all vehicles used in providing the Transport Services in a legally compliant, roadworthy and safe condition and provide us with maintenance records within a reasonable time of our request to do so; (c) ensure that heavy vehicles do not have loads that exceed vehicle mass or dimension limits; (d) ensure all loads are appropriately secured and at a minimum complies with any of our load restraint guides we provide to you, Applicable Law and best industry practice; (d) ensure drivers do not exceed speed limits or regulated driver hours, observe minimum rest requirements and do not drive while impaired by fatigue; (e) assist us as we reasonably require to ensure we comply with our obligations under the HVNL; (f) undertake any audits or monitoring that we

Terms and Conditions of Purchase Order (Goods and/or Services including Transportation and Minor Works)



reasonably request to demonstrate compliance with this Contract; (g) put in place and maintain appropriate policies, procedures, and ongoing training programs for your personnel for the HVNL; (h) notify us immediately of any accident, injury, death, property or environmental damage that happens during the provision of the Transport Services and subsequently ensuring each relevant driver provides us with additional information that we reasonably request with respect to the incident; (i) attend any inductions or workplace health and safety meetings requested by our clients or us when present on our sites or client sites; (j) comply with our directions, site specific requirements and any health and safety requirements that we notify you from time to time and always wear personal protective equipment while on premises belonging to us or our clients, other delivery sites and during loading and unloading; (k) provide a safe working environment for drivers; and (l) maintain goods in transit insurance covering the replacement value of any cargo to a minimum of \$1,000,000.

21. Transport Services Warranties

You represent, warrant and undertake to us that you are familiar with and have the capability and resources to comply with Applicable Law and ensure that your personal and subcontractors also comply.

22. Transport Services Obligations

It is agreed the amounts set out in the Order are sufficient to include a reasonable allowance for waiting time. Waiting time will not be paid unless otherwise agreed in writing by us at our sole discretion. If we do agree to pay waiting time, any amounts payable will be reduced to the extent that you have contributed to the delay or failed to take steps to mitigate the delay. If you wish to claim waiting time due to delays at our client sites, you must obtain a written confirmation from that client at the client site that the client has accepted the waiting time.

We will provide you sufficient access at our site to carry out the Transport Services. However, if required, we may restrict your access to the site at any time at our discretion.

Unless specified otherwise in the Order or other scope of work, then we will provide appropriate lifting equipment at our site without cost and without any warranty or liability on our part.

We may refuse to load any of your vehicles if we reasonably consider it unsafe to do so. In such case, you fully release us, hold us harmless and indemnify us from any cost, claim, damage, expense, or loss that we suffer from taking such action.

23. Risk in Transport Services

You are liable for and indemnify us for any loss or damage to any goods, equipment or ancillary items that are the subject of the Transport Services, that occurs while those items are in your custody, possession, or control or because of the actions or omissions of yourself or your subcontractors. This includes where you may have left items unattended without our written authority to do so.

Part C: Additional Terms and Conditions Provision of Works

24. Application of Part C

If the Order relates to provision of any work or services on our site or our client's site(s), then in addition to the Standard Terms and Transport Terms (if applicable), this Part C (the '**Minor Works Terms**') will also apply and form part of the Contract.

In these Minor Works Terms the phrase (a) 'works' means any work and/or services that are to be carried out and completed by you that takes place on our site or our client(s) sites; and; and (b) 'Completion, Complete and Completed' is the point at which the Works are completed except for minor defects or omissions that do not prevent or unreasonably interfere with work to still be carried out or handed over and that you have given us all certificates, approvals, warranties, drawings, manuals and guarantees required by the Contract and any documentation necessary for the reasonable and lawful use of the works for their intended purpose; and (c) 'date for completion' means the agreed date by which the works are to be Completed and is listed in the 'Delivery Date' section of the order; and (d) 'date of completion' means the date the works are completed; and (e) 'defect' is any part of the works that is defective, incomplete, or not otherwise carried out as per the Order; and (f) 'Code' means the *Code for the Tendering and Performance of Building Work 2016* and the NSW Government Code of Practice for Procurement; New South Wales Industrial Relations Guidelines: Building and Construction Procurement any update to such requirements; and (g) 'defects period' has the meaning given to it in Part A standard terms.

25. Head Contract

If the terms of our agreement with our client (the 'Head Contract') are inconsistent with the Contract, you must follow the terms of the Head Contract to the extent we have made it available to you.

You agree that you will do everything required to support us in meeting our obligations under the Head Contract and not do anything or allow anything to be done that would cause us to breach the Head Contract.

26. Site

You will be granted a non-exclusive limited license to access the part of the site where the works are to be performed for the sole purpose of carrying out the works.

While attending the site, you will ensure that all your employees, agents, and your subcontractors and sub-subcontractors comply with all Applicable Law, Ausco HSEC Requirements, lawful site policies and procedures and the reasonable directions of our client and ourselves, including any Covid-19 vaccination requirements.

You may only access the site on the agreed working days and hours we have notified to you in writing.

You acknowledge and agree that our client or we may immediately remove any person from the site who fails or is reasonably suspected of failing to comply with Applicable Law, this Contract or any reasonable directions or lawful policies and procedures of ours or our clients.

You must ensure that you keep any sites you work on clean and tidy. If you don't, then we can engage others to tidy up, and the cost of doing so will be a debt immediately due and payable from you to us.

27. Provision of Works

Terms and Conditions of Purchase Order (Goods and/or Services including Transportation and Minor Works)



You will start the works and complete the works on the dates specified in the Order and do so: (a) in the manner and standard expected of a competent subcontractor carrying out works of a similar type; (b) using materials that comply with the Contract, are of good quality, fit for the purpose and are new unless the Contract expressly provides otherwise; (c) ensuring any goods provided have manufacturer warranties that expire no sooner than the end of the Defects Period; (d) following our reasonable directions; (e) in compliance with all applicable law; (f) following our reasonable directions; and (g) in compliance with Applicable Law.

You will supply everything required to complete the works at your cost and expense and will not be paid any travel expenses or allowances of any type unless expressly stated otherwise in the Order.

You agree that you are responsible for the care of the works until the works are completed. You will promptly make good and indemnify us for any loss or damage to the works, our property or any third-party property caused by your acts or omissions or those of your agents, employees or subcontractors or sub-subcontractors.

28. Completion of the Works

You must give us written notice at least 5 days before you expect to complete the works, advising us of the date you expect to complete them. We will arrange for an inspection of the works. If we agree the works are completed in accordance with the Contract, we will issue you with a written notice confirming completion and the date of completion. If acting reasonably, we consider the works are not completed in accordance with the Contract then we will issue you a written notice advising you of the further work or information necessary to achieve completion, and then the process in this paragraph will commence again.

Unless specified in the Order, if the works are not completed by the date for completion, we will be entitled to liquidated damages at a rate of 0.1% of the total price (exclusive of GST) specified in the Order, accruing daily, for every day after the date for completion until the date the works are completed, in addition to any damages payable by us under the head agreement. You agree that this amount is a genuine pre-estimate of the loss that will be suffered by us if you do not finish the works by the date for completion.

29. Extensions

Within 2 business days after you become aware, or reasonably ought to have become aware that the works will be delayed for any reason, you must give us written notice of the delay. Your notice must set out the cause of the delay, the expected length of the delay and the extension of time you seek to the date for completion in connection with the delay.

If you have issued us a delay notice as required by this Contract and the delay was caused by any act, default or omission by us or any of our employees or agents or the delay otherwise would be beyond the control of a reasonable, competent and experienced subcontractor completing the works then you will be entitled to a reasonable extension of time to the date for completion.

Regardless of the above, if there is more than one event causing the delay and one or more of the events does not entitle you to an extension of time, you will not be entitled to an extension of time.

We may, at any time and for any reason, grant an extension of time regardless of whether you issued a claim under this clause.

30. Payment Claims

If this Part C is applicable, then this clause will apply instead of the 'Price and Payment' clause in Part A.

The price for the works is the price stated in our Order.

Unless the Order expressly states otherwise, it includes: (a) any applicable GST; (b) all packing, insurance and delivery charges and all taxes and duties; and (c) all other costs, expenses and liabilities incurred by you in performing this Contract.

You must claim payment progressively by submitting written payment claims on the 25th day of each month (a 'Reference Date') on months in which the works are carried out. If you submit your payment claim early, it will be deemed to have been submitted on the relevant Reference Date.

Your payment claims must be compliant with GST legislation and must include:

- (a) Details of the value of work done up to and including the relevant Reference Date;
- (b) Details of any other money due to you under the Contract (if any);
- (c) Any other information we reasonably request; and
- (d) A signed statutory declaration stating that all of your suppliers and employees have been paid all amounts due (including superannuation and statutory payments) in respect of the Works up to the Reference Date and evidence of such payments (in each case if we request it).

If your payment claim complies with the requirements of this Contract then we will respond to it within 10 business days, with a payment schedule identifying the amount of the payment we propose to make and explaining any differences between the payment schedule amount and the amount of the payment claim. Within 3 business days of issuance of the payment schedule you will issue us an invoice for the amount specified in the payment schedule.

Your invoice must: (a) be correctly addressed; (b) identify our Order number; (c) be a valid tax invoice for GST purposes; (d) be emailed to, and (e) where we request it, be accompanied by documentation substantiating the amount claimed. Your invoice will not be receipted until it has complied with the entirety of this sub-clause.

Provided we have received your invoice on time, we will pay the invoice within 25 business days after receipt of your payment claim. This applies regardless of the payment terms in the Order.

If any amounts in the payment claim relate to items not yet incorporated into the works or delivered to the relevant client site or our site, then we may require additional security in an amount equal to the relevant claimed amount at the time of submission of the payment claim.

On the expiry of 20 business days after our payment to you (without set off) of amounts specified in making a payment claim under this clause 30, you release us (to the extent permitted by Law) from any entitlement in respect of any fact, matter or thing

Terms and Conditions of Purchase Order (Goods and/or Services including Transportation and Minor Works)



arising out of, or in connection with, the subject matter of the relevant payment claim, unless that entitlement has been admitted in writing by us (including in a payment schedule), or is then the subject of a dispute notified in writing to us.

If the works have been completed and we request and issue you a duly completed deed of release, you must execute the deed of release and return it to us within 5 business days.

31. Suspension

We may (acting reasonably) direct you to suspend the carrying out of the works at any time, and you will comply with such direction at no cost or expense to us where your conduct was the cause of the suspension. You will recommence works when we direct you to do so. In the event the suspension was necessary for reasons other than your conduct then we will pay you your actual evidenced and mitigated costs arising from the suspension provided that you have advised us of the costs in advance of the costs being incurred (to the extent it was reasonably practical to do so).

32. Defects Period

If a defect is identified within the Defects Period and we issue you a reasonable direction you to remedy that defect, you must complete the rectification work at your cost and expense within a reasonable timeframe from our direction to you.

If you do not comply with our reasonable direction to remedy a defect, we may arrange for someone else to rectify it, and that reasonable direct cost will be a debt immediately due and owing from you to us. We may choose to recover this under the indemnities provision in this Contract.

If a defect is identified and we do not direct you to remedy it, you agree that we may adjust the price in the Order to reflect the difference in value between the works with the defect and works if the defect had not existed and/or to take account of any costs, expenses, damages or other liabilities incurred by us in having the defect rectified by a third party. Such valuations will be limited to reasonable and direct differences in value only.

33. Security

At our request, you must provide us security in the form of two bank guarantees, each up to a maximum value equal to 2.5% of the price specified in the Order. You must provide this within 7 business days of our request.

If you provide us with security, we will release one of the bank guarantees within 10 business days from the date of completion and the other once you have fixed all defects that have been notified during the Defects Liability Period.

We may use the security to set off any amounts you owe to us under the Contract or on any other basis or use it to complete any works that you have failed to complete.

34. Code Compliance

You must always achieve code compliance on the site and in carrying out the works and be compliant with the code at all times when performing works for us.

If we request that you do so then you must submit signed declarations as to your code compliance to us within 3 business days of our request.

You declare and warrant that as at the date of the Contract you and all your subcontractors and sub-subcontractors are: (a) compliant with the code; (b) not subject to any exclusion sanction under the code; and (c) not excluded from undertaking work funded by a state or territory government.