

Standard Terms and Conditions of Purchase

1. SUPPLY OF GOODS AND SERVICES

- 1.1 In consideration for the Price, the Supplier agrees to supply to the Company the Goods or perform the Services or both in accordance with the Agreement.
- 1.2 To the extent the Supplier's terms and conditions are supplied with the Goods or Services (including as printed on consignment notes or other documents), by proceeding to supply the Company with the Goods or performing the Services or either action, the Supplier agrees that those terms and conditions will be of no legal effect and will not constitute part of the agreement between the Company and the Supplier in respect of the Goods or Services (even if any representative of the Company signs those terms and conditions or annexes those terms and conditions to the Purchase Order).
- 1.3 Where the Purchase Order relates to Goods or Services or both Goods and Services which are the subject of a contract between the Supplier and the Company, the terms of that contract apply to the extent of any inconsistency with these Standard Terms and Conditions of Purchase.
- 1.4 The Supplier must, and must ensure that its employees, agents and contractors, in supplying the Goods or performing the Services:
- (a) not unduly interfere with the Company's activities or the activities of any other person at the Delivery Address;
 - (b) ensure that the premises on which the Supplier is to supply the Goods or perform the Services is left secure, clean, orderly and fit for immediate use before the Supplier's employees, agents and contractors leaves the premises;
 - (c) be aware of and comply with and ensure that the Supplier's employees, agents and contractors are aware of and comply with:
 - (i) all applicable Laws (including but not limited to Health and Safety Legislation);
 - (ii) all site standards, rules and procedures, induction requirements in relation to the site, and all directions and orders given by the Company or its representatives, to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Supplier; and
 - (iii) all lawful directions and orders given by the Company's representative or any person authorised by Law to give directions to the Supplier;
 - (d) obtain, at the Supplier's expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the performance of its obligations under this Agreement;
 - (e) ensure that the Supplier's employees, agents and contractors entering premises on which they are to supply the Goods or perform the Services do so in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
 - (i) safe working practices;
 - (ii) safety and care of property; and
 - (iii) continuity of work;
 - (f) provide the Company with regular reports the Supplier is required to prepare or maintain under any Laws including Health and Safety Legislation and laws relating to the environment, or more frequently on request in a form approved by the Company, in relation to any work health and safety or other issues arising out of the provision of Goods or performance of the Services;
 - (g) provide all such information and assistance as the Company reasonably requires in connection with any statutory or work

place health and safety investigation in connection with the supply of the Goods or the performance of the Services;

- (h) on request by the Company, provide to the Company and its employees, agents and consultants any information and assistance required to identify, evaluate, implement and report on any matter required by Law, including:
 - (i) producing written reports;
 - (ii) recommending efficiency opportunities;
 - (iii) collecting data; and
 - (iv) monitoring or metering,in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under this Agreement.
- 1.5 The Company may require the removal from the site on which the Supplier is to supply the Goods or perform the Services of any Supplier's Personnel who, in the Company's opinion:
- (a) do not have the competence, qualifications or experience necessary for the Services assigned under a Purchase Order to that person;
 - (b) may be unsuitable; or
 - (c) have breached sub-clause 1.4(c).
- 1.6 The Supplier must promptly remove such Personnel identified pursuant to clause 1.5 and find replacements at the Supplier's cost.
- 1.7 The Supplier will be deemed to have made its own independent assessment of the conditions of the site, to the extent that it is relevant to the provision of the Services, and taken into account all local and other conditions affecting the performance of the Services and all information which is relevant to the risks, contingencies and other circumstances which could affect performance of the Services.
- 1.8 The Company does not warrant, guarantee or make any representation about the accuracy or adequacy of any information, data or documents made available to the Supplier as to the existing conditions at the site or otherwise in connection with the provision of the Services under this Agreement. The Supplier accepts and agrees that it has no right or entitlement to make any claim against the Company whatsoever in relation to the provision of such information by the Company to the Supplier.
- 1.9 This Agreement does not affect in any way the Company's right to procure the same or similar Goods or Services from other suppliers.
- ### 2. DELIVERY
- 2.1 The Supplier must deliver the Goods to the Delivery Address.
- 2.2 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.
- 2.3 Packages must be accompanied by a delivery note specifying the Purchase Order number, item number, destination, contents, quantity and date.
- ### 3. TIME FOR PERFORMANCE
- 3.1 The Supplier must complete the delivery of the Goods to the Delivery Address, or complete the performance of the Services, by the Date for Completion.
- 3.2 Unless otherwise expressly agreed in writing by the Company, time shall be strictly of the essence in relation to performance of this Agreement by the Supplier.

4. FORCE MAJEURE

- 4.1 Where the performance of any obligations under this Agreement is affected by an event of Force Majeure, the Affected Party must notify the other party as soon as possible and in any event within two (2) Business Days.
- 4.2 Upon acceptance of the Affected Party's notice by the other party:
- (a) the performance of the obligations shall be suspended for the duration of the event of Force Majeure;
 - (b) where applicable, the Date for Completion shall be extended by the same number of days as the suspension in sub-clause 4.2(a); and
 - (c) any costs incurred as a result of such suspension shall be borne by the party incurring such costs.
- 4.3 Where the Affected Party is the Supplier, any amendment to the Date for Completion is the Supplier's sole remedy for any delays resulting from the event of Force Majeure. The Supplier is not entitled to any increase in the Price or any damages, costs or expenses in connection with the event of Force Majeure.

5. INSPECTION AND ACCEPTANCE

- 5.1 The Company or its authorised representative has the right to inspect and has the right to reject any Goods or Services carried out that do not conform to the requirements set out in the Purchase Order.
- 5.2 If the Goods or Services do not comply with the description or quality required, the Company may terminate this Agreement or require the Supplier to promptly rectify or resupply the Goods or Services, at no additional cost to the Company, so that they comply with the description and quality referred to in the Purchase Order.
- 5.3 Neither the execution of any document on delivery nor payment of any monies by the Company will be evidence that the Goods or Services are of the standard required under this Agreement or that the Supplier's performance has been satisfactory.

6. TITLE AND RISK

- 6.1 Title in Goods passes to the Company on acceptance of the Goods by an authorised representative of the Company or upon part or full payment of the Price, whichever occurs earlier.
- 6.2 Risk in the Goods passes to the Company when the Goods are delivered in accordance with clause 2 and the Goods are acknowledged as received by the Company's authorised representative.
- 6.3 Notwithstanding that title in the Goods has or has not passed to the Company, the Company and the Supplier agrees that:
- (a) a part payment of the Goods gives rise to a Security Interest in the Goods; and
 - (b) the Company may register a Security Interest under the PPSA in respect of the Goods to be supplied and the Supplier agrees to do all things reasonably required to assist the Company to effect such registration.
- 6.4 Under no circumstances shall the Supplier register any security interest against the Company. In particular:
- (a) no representative of the Company is authorised to agree to the provisions of section 115 of the PPSA;
 - (b) the Supplier must provide the Company with any and all notices with respect to the PPSA.
- 6.5 The parties agree that clause 6.4 is a material term of these Standard Terms and Conditions of Purchase. If the Supplier breaches clause 6.4, the Company shall be entitled to immediately terminate any and all agreements that it may have with the Supplier. The Supplier shall

indemnify the Company against any costs and damage that the Company may incur in respect of such termination.

- 6.6 Neither party may disclose information of the kind referred to in section 275(1) of the PPSA and this clause constitutes a **confidentiality agreement** within the meaning of section 275(6) the PPSA.

7. PRICE

- 7.1 The Company will pay the Supplier the Price for the Goods or the Services or both, as applicable.
- 7.2 The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods or the performance of the Services or both, not subject to rise and fall, including all charges for packing, insurance and delivery of the Goods and the cost of any items used or supplied in the performance of the Services.
- 7.3 The Price cannot be varied unless agreed by the parties in writing.
- 7.4 The Price is inclusive of all taxes and duties, except GST.

8. GST

- 8.1 If GST is imposed on any supply made by the Supplier under or in connection with a Purchase Order, the Supplier may recover from the Company, in addition to the Price, an amount equal to the GST payable in respect of that Supply.
- 8.2 The Supplier must first provide the Company with a valid tax invoice before the Company will pay the GST amount to the Supplier.

9. INVOICING / PAYMENT

- 9.1 Upon delivery of the Goods or completion of the Services or both as applicable, the Supplier will provide to the Company a valid tax invoice which will include the information set out in clause 9.2.
- 9.2 The Supplier's tax invoice must include the following details:
- (a) a reference to the Purchase Order;
 - (b) a detailed description of the delivered Goods or performed Services, including the date of delivery or period of Service or both if applicable in respect of which the invoice relates and the relevant quantity;
 - (c) an individual reference number for the Company to quote with remittance of payment;
 - (d) the Price relating to the Goods or Services or both, as applicable, broken down to reflect the same Price components on the Purchase Order;
 - (e) the amount of any applicable GST; and
 - (f) the Company representative's name and site where Services are performed (if applicable).
- 9.3 The Company will pay all tax invoices that comply with clause 9.2 in accordance with law or, where not specified by law, in accordance with the Company's policy except where the Company disputes the invoice, in which case:
- (a) the Company may withhold payment of the disputed amount pending resolution of the dispute; and
 - (b) if the resolution of the dispute determines that the Company must pay an amount to the Supplier, the Company must pay that amount upon resolution of that dispute.
- 9.4 The Company may reduce any payment due to the Supplier under this Agreement by any amount which the Supplier must pay the Company, including costs, charges, damages and expenses and any debts owed by the Supplier to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.

10. QUALITY

- 10.1 The Goods or Services or both must match the description referred to

in the Purchase Order or the quality and the description represented by the Supplier, whichever is of a higher quality or more better description.

- 10.2 If the Supplier gave the Company a sample of the Goods or a demonstration of the Services, the Goods or Services or both, as applicable must be of the same nature and quality as the sample or demonstration given.
- 10.3 The Goods or Services or both, as applicable must be fit for the purpose for which such goods or services are commonly supplied or bought and for any other purpose the Company expressly specifies in the Purchase Order.
- 10.4 The Goods must be of acceptable quality, safe and free from defects, acceptable in appearance and finish, do all things that the Goods are ordinarily used for, and unless otherwise specified in the Purchase Order, must be new.

11. WARRANTY PERIOD

11.1 If, during the Warranty Period, any of the Goods or Services are found to be Defective, the Company may:

- (a) return the Defective Goods to the Supplier;
- (b) reject the Defective Services;
- (c) require the Supplier to repair or to make good the Defective Goods; or
- (d) require the Supplier to re-perform or to make good the Defective Services.

11.2 The Supplier must:

- (a) repair or replace the Defective Goods;
- (b) re-perform or make good the Defective Services; or
- (c) reimburse the Company for any direct expenses incurred in repairing, re-performing or making good (as the case may be) any Defective Goods or Services should the Supplier decline or fail in its obligations to do so within a reasonable time,

at the Supplier's cost, if requested to do so by the Company in its absolute discretion.

11.3 The provisions relating to any Warranty Period or Defective Goods or Services or both shall be in addition to and without limiting any conditions or warranty expressed or implied by statute or common law or otherwise howsoever and in particular, without limiting the generality of the forgoing, the Supplier's liability under this Agreement shall be in addition to any condition or warranty in the Company's favour implied by statute or common law as to the quality or the fitness for any particular purpose of the works and each part thereof.

12. CONFIDENTIALITY

12.1 Each party must not, and must ensure that its subcontractors do not, divulge to third parties any information relating to the Goods or Services or both, as applicable (including Intellectual Property), the other party or the supply to the Company by the Supplier, unless and until such information is within the public domain (other than by a breach of this clause) or express prior written consent has been given by the relevant party.

12.2 If requested by the Company, the Supplier must immediately return to the Company, or delete or destroy, as the Company directs, all original and copies of the Company's confidential information in the Supplier's custody, power or control, including but not limited to deleting all confidential information from any computer or other storage device into which it was programmed, recorded or stored by or on the Supplier's behalf.

12.3 Clause 12.2 survives the termination of this Agreement.

13. INTELLECTUAL PROPERTY

13.1 The specifications, drawings, technical instructions or any other documentation whatsoever issued to the Supplier by the Company during tendering and at the time of establishing this Agreement will remain the exclusive property of the Company and are to be kept strictly confidential.

13.2 The Supplier warrants that:

- (a) the Goods supplied or Services performed by the Supplier or both and the licence granted by it to the Company do not infringe any Intellectual Property rights of any third party; and
- (b) the Goods supplied or Services performed or both are not subject to any Intellectual Property rights of any third party that in any way restrict the rights of the Company or its clients to use or sell the same.

13.3 The Supplier agrees that title in all Company IP shall vest exclusively in the Company upon its creation.

13.4 The Company acknowledges that the Supplier remains the owner of all Intellectual Property created, discovered or coming into existence other than as a result of, for the purposes of or in connection with the supply of the Goods or performance of the Services or both, as applicable (**Supplier IP**).

13.5 The Supplier grants the Company a non-exclusive, royalty free, irrevocable licence to use all Supplier IP to the extent necessary to enable the Company to exercise its rights in the Company IP.

14. PRIVACY

The Supplier warrants on a continuing basis that it will comply with any Privacy Laws in carrying out its obligations under this Agreement.

15. INDEMNITY

15.1 The Supplier will indemnify the Company and keep the Company indemnified from and against all Loss arising from or in connection with:

- (a) any breach of any of the Supplier's obligations under this Agreement (including a breach of Health and Safety Legislation);
- (b) injury to (including illness or disability), or death, of any persons; and
- (c) loss or destruction of or damage to or loss of use of any property,

caused or contributed to by an act or omission of the Supplier or its directors, officers, employees, agents or contractors or by any breach of this Agreement (including any breach of a warranty), except to the extent and the proportion that it has been caused or contributed to by the willful default or unlawful or negligent act or omission of the Company.

15.2 The indemnity in clause 15.1 shall survive the termination of this Agreement.

15.3 The Company will indemnify the Supplier for all direct loss incurred by the Supplier as a result of a material breach by the Company under the Agreement. The Company's liability in respect of indemnity under this clause shall be limited to the extent that the Company directly causes the loss incurred by the Supplier. To the extent permitted by law, the maximum cap on liability of the Company under any circumstances shall be limited to the Price payable under the Agreement.

16. BREACH AND TERMINATION

16.1 The Company may terminate this Agreement:

- (a) at its absolute discretion by giving the Supplier seven (7) days written notice; or
- (b) on the occurrence of an event of Force Majeure which extends beyond 90 days; or

(c) in the event that the Supplier is in material default of any of the terms of this Agreement for any reason (including insolvency) by written notice with immediate effect:

- (i) where there is a breach of clause 6.4;
- (ii) where the default is not capable of remedy; or
- (iii) where the default is capable of remedy, but the Supplier fails to remedy such default, within seven (7) days of a written notice from the Company (or such other time as the Company may agree at its absolute discretion, provided that such time is not less than seven (7) days).

16.2 In the event that the Company terminates this Agreement in accordance with sub-clause 16.1(a) or 16.1(b), then subject to any other rights of the Company under this Agreement the Company will, at its sole discretion:

- (a) pay for the Goods delivered or Services provided by the Supplier in accordance with this Agreement prior to the date of termination; or
- (b) reimburse the Supplier for the cost of materials the Supplier reasonably ordered prior to the date of termination for the purpose of providing the Goods and or performing the Services and which the Supplier is legally liable to accept and cannot otherwise utilise, but only if the materials are delivered to the Delivery Address and have become the Company's property.

16.3 If the Company makes any payment in accordance with clause 16.2, the Supplier shall not otherwise be entitled to any other compensation for any Loss, including without limitation, anticipated profits, incurred as a result of a termination of this Agreement under this clause.

16.4 For the avoidance of doubt, if the Company terminates this Agreement pursuant to sub-clause 16.1(c), the provisions of sub-clause 16.2(a) and (b) shall not apply.

16.5 The Supplier may terminate the Agreement if the Company:

- (a) breaches a warranty under this Agreement and such breach is not remedied within fourteen (14) days of notice from the Customer requiring the Company to do so; or
- (b) the Company is unable to perform its obligations due to it being placed into liquidation.

17. INSURANCES

17.1 The Supplier must at all times during the performance of this Agreement effect and maintain the following insurances:

- (a) public liability insurance for at least \$20 million for any one event and unlimited in the aggregate and products liability insurance for at least \$10 million for any one event and in the aggregate, which shall contain a principal's indemnity extension in favour of the Company for liability to any third party arising out of the performance of this Agreement by the Supplier;
- (b) where the Purchase Order provides for the provision of professional services, professional indemnity insurance for an amount required by the Company (or where no amount is specified, for at least \$5 million);
- (c) where the Purchase Order provides for the provision of Services, workers' compensation insurance as required by Law which shall contain a principal's indemnity extension for both statutory liability and common law liability in favour of the Company and its respective officers and employees, and shall further contain a waiver of subrogation in favour of the Company and its respective officers and employees; and
- (d) any other insurances required by Law or the Company acting reasonably.

17.2 When requested, the Supplier shall provide copies of certificates of

currency of the above insurances.

17.3 If the Supplier fails to provide evidence of any of the insurances required under clause 17.1, the Company may immediately procure such insurances and the premium of such insurances may, at the Company's discretion, be deducted from the Price payable to the Supplier or otherwise be a debt due and owing from the Supplier to the Company.

17.4 The Supplier must not do, or permit to be done, anything which might cause the insurance policies required to be obtained by the Supplier under this clause to be cancelled, avoided or otherwise prejudiced.

18. LIMITATION OF LIABILITY

18.1 Despite any other provision of this Agreement but subject to clauses 18.2 and 18.3, and to the maximum extent permitted by Law, the Company's overall liability:

- (a) under, or arising out of, or in connection with this Agreement; otherwise at law or in equity including:
 - (i) by statute to the extent permitted by law; or
 - (ii) in tort for negligence or otherwise;
 - (iii) on any other basis whatsoever,

shall in all circumstance be limited to the portion of the Price attributable to the Goods or Service which gives rise to that claim.

18.2 Notwithstanding any other clause of this Agreement but subject always to clause 18.1, neither party shall be in any way be liable to the other party, including by way of indemnity, for Consequential Loss.

18.3 The limitation of liability referred to in clauses 18.1 and 18.2 does not apply to liability for:

- (a) loss caused or contributed to by the Supplier, its directors, employees, or sub-contractors that is:
 - (i) covered by a policy of insurance under which the Supplier is an insured party and which it is required to effect under this Agreement; or
 - (ii) which, but for an act or omission of the Supplier (including in respect of its disclosure obligations to any insurer), would have been covered by a policy of insurance under which the Supplier is an insured which it is required to effect under this Agreement,
- (b) loss arising from the death of or personal injury to any person, or loss or damage to any property, caused or contributed to by the Supplier, its directors, employees or subcontractors;
- (c) loss arising from any criminal acts, willful misconduct or fraud by the Supplier, its directors, employees or subcontractors or by any person for whose acts or omissions the Supplier is vicariously liable;
- (d) loss arising from conduct of the Supplier which is repudiatory of the Agreement as a whole;
- (e) loss arising from liability which, by law, the Supplier cannot contract out of; or
- (f) loss arising from a breach of confidentiality (clause 12) or intellectual property (clause 13) by the Supplier.

19. Business Ethics

19.1 The Supplier will at all times act in the Company's best interests, consistent with the standards of care applicable to the performance of the Services and in so doing, must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the Company's interests.

19.2 The Supplier represents and warrants to the Company that it has complied and shall comply with all applicable laws governing, relating

to or dealing with illegal payments, gifts, undue hospitality or gratuities or other corrupt business practices. The Supplier acknowledges that the Company and its Related Bodies Corporate desire, and are obliged, to comply with all provisions of any applicable anti-corruption laws. The Supplier agrees to cooperate with and assist the Company and its Related Bodies Corporate with respect to such compliance.

19.3 The Supplier will not, in performing any services, take action of any nature which would contravene any provision of any applicable anti-corruption laws. The Supplier represents and warrants to the Company that in the performance of the Supplier's obligations under this Agreement, the Supplier and any of its personnel have not made and will not make, whether on its own behalf, on behalf of the Company or its Related Bodies Corporate or any of their personnel or on behalf of any other person, any offer of payment of or promise to pay, or gift of or promise to give, any money or anything of value, directly or indirectly, to:

- (a) any officer, official, employee or representative of any government authority or of any department, agency, subdivision or instrumentality thereof; or
- (b) any political party, party official or candidate for political office; or
- (c) any person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, to any political party or official thereof, or to any candidate for political office.

19.4 The Supplier will not pay any commission or fee or grant any rebate or other remuneration, gratuity or undue hospitality to any of the Company's personnel or the personnel of its Related Bodies Corporate.

19.5 If the Supplier at any time receives any request relating to the Company or any of its Related Bodies Corporate that the Supplier reasonably believes may constitute a violation of any applicable law (including anti-corruption laws), the Supplier will promptly notify the Company and provide the Company with all relevant particulars respecting such a request.

19.6 The Supplier acknowledges for the purposes of this clause 19 that none of the Company's personnel or the personnel of its Related Bodies Corporate does or will have authority to give any express or implied direction, whether written or oral, authorising the Supplier to make any commitment to any third person on the Company's behalf in violation of any law (including anti-corruption law).

19.7 Without limiting any other provision of this Agreement, the Supplier must not engage in (and must take reasonable steps to ensure that in the Supplier's operations and supply chains there are not) any activities, practices or conduct that would constitute an offence under anti-slavery and human trafficking laws, including modern slavery laws, and must maintain, keep up to date and enforce its own policies and procedures to ensure its compliance with all modern slavery laws and, if requested by the Company, provide the Company with copies of such policies and procedures.

19.8 The Supplier must immediately notify the Company in writing of any and all violations of this clause 19 upon becoming aware of those violations.

19.9 Should the Supplier or its personnel breach or contravene any of the provisions of this clause 19 the Company may, in addition to taking all remedies at its disposal in such circumstances, terminate this Agreement with immediate effect.

20. DISPUTE RESOLUTION

20.1 Procedure for resolving disputes

- (d) The parties agree that all disputes relating to or arising out of this Agreement will be resolved in accordance with this clause 20.

- (e) If a dispute arises then either party may give notice to the other party that must:

- (i) be in writing;
- (ii) state that it is a notice under this clause 20.1; and
- (iii) include or be accompanied by reasonable particulars of the dispute.

- (f) If a notice is given under sub-clause 20.1(e), then a senior management representative or equivalent of each of the parties (who must be authorised and must be capable of making binding decisions for each party) will meet at least once within five (5) Business Days of receipt of the notice under sub-clause 20.1(e) (or such other time as the parties may agree) and use reasonable endeavours acting in good faith to resolve the dispute.

- (g) If the dispute is not resolved by the senior management representatives within the period referred to in sub-clause 20.1(f), either party may commence proceedings for the resolution of the dispute.

20.2 Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Agreement.

20.3 In the event the event the Dispute is not resolved under clause 20.1, the dispute shall be resolved as follows:

- (a) where delivery of the Goods or the supply of Services are supplied in Australia or New Zealand, each party may commence proceedings against the other party for the resolution of the dispute, in which case the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia.

- (b) where the Supplier of any Goods is domiciled outside of Australia or New Zealand, the parties agree that any dispute related to this Agreement shall be finally settled under the ICC Rules by one arbitrator appointed in accordance with the ICC Rules. The seat of the arbitration shall be Melbourne, Australia. The parties agree, pursuant to Article 30(2) of the ICC Rules, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute. The parties agree to use online dispute resolution technology for the arbitration (when possible) and to do all such things necessary to facility the use of such technology.

20.4 This Agreement shall be governed by and construed in accordance with the laws in force in Victoria, Australia.

21. DEFINITIONS

Affected Party means either the Supplier or Haddarco, being a party to this Agreement who is affected by an event of Force Majeure.

Agreement means this agreement, comprising:

- (a) the Purchase Order;
- (b) these Standard Terms and Conditions of Purchase; and
- (c) any attachments or annexure specifically referred to in the Purchase Order except any contractual terms or conditions in any Supplier documentation as set out in clause 1.2.

Business Days means a calendar day that is not a Saturday, Sunday, day wholly or partly observed as a statutory public holiday throughout Victoria, Australia.

Company means the Haddarco Pty Ltd (ACN 007 431 316) or its Related Bodies Corporate named in the Purchase Order, as the case may be.

Company IP means all present and future Intellectual Property created, discovered or coming into existence as a result of, for the purposes of or in connection with the supply of the Goods or performance of the Services or both under this Agreement (other than

any improvements, modifications or additions to any pre-existing Supplier IP as defined in clause 13.4.

Consequential Loss means loss or damage which does not flow directly and naturally from the relevant breach or circumstances and includes:

- (a) any loss of profits or revenue, loss of sales, loss of business or agreements, loss of use of the equipment or any associated equipment, facilities or services downtime costs, loss of goodwill, loss of or wasted management of staff time or loss of anticipated savings; and
- (b) any special, consequential or indirect loss or damages (even if the Customer advises the Company of any special circumstances):

Defective means Goods or Services or both (or any aspect of them) which are not in accordance with clause 10.

Delivery Address means the place for delivery specified on the Purchase Order.

Date for Completion means the date specified on the Purchase Order by which the Goods are to be delivered to the Delivery Address or the Services are to be completed.

Expedited Procedure Rules means the expedited procedure provisions of the ICC Rules.

Force Majeure has the meaning given to the term *force majeure* at law and includes the following events:

- (a) industrial disputes of general application which are not particular to the Affected Party or its Personnel;
- (b) cyclone, hurricane, flood, fire or earthquake;
- (c) war, revolution, embargo, riot, act of terrorism, or civil disturbance;
- (d) any event that is considered an epidemic, pandemic, quarantine or any other event that is a public health risk as defined by the International Health Regulations published by the World Health Organization;
- (e) any act of or declaration by the government made in respect of the events described in (a), (b), (c) and (d) above; or
- (f) the default of any supplier under any material contracts to which the Affected Party is a party arising out of or in connection with the events described in (a), (b), (c) or (e) above; or
- (g) any other event which has the elements described in (h), (i) and (j) below;

provided that the event or circumstance:

- (h) is beyond the control of the Affected Party; and
- (i) prevents the performance by the Affected Party of any of its obligations under this Agreement; and
- (j) cannot be reasonably foreseen, prevented, overcome or remedied by the exercise by the Affected Party of a reasonable standard of care and diligence or the expenditure of a reasonable sum of money.

In the event where the Supplier is the Affected Party, Force Majeure expressly does not include:

- (a) wet or otherwise inclement weather not connected to a named cyclone;
- (b) lack of or inability to use funds for any reason;
- (c) any occurrence which results from the wrongful act or wrongful omission of the Affected Party or the failure by the Affected Party to act in a prudent and proper manner and in accordance with good and accepted industry practices;
- (d) any failure by the Affected Party to reach agreement with any third party necessary to enable the Affected Party to perform its

obligations under this Agreement;

- (e) an event or circumstance, where the event or circumstance or its effects on the Affected Party or the resulting inability of the Affected Party to perform its obligations could have been prevented, overcome or remedied by the exercise by the Affected Party of the standard of care and diligence consistent with that of a reasonable and prudent operator; or
- (f) breakdown of any plant or equipment.

Goods means the goods, if any, described on the Purchase Order.

GST has the meaning given to that term under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any amendments or successor legislation as the case may be.

Health and Safety Legislation means the *Occupational Health and Safety Act 2004* (Vic), the *Occupational Health and Safety Regulations 2017* (Vic), the *Health and Wellbeing Act 2008* (Vic), the *2019* (Vic) and any orders or directions issued pursuant to such legislation or regulation or any equivalent, associated or successor legislation or registration that is in force at the Supplier's principle place of business or at the location to which Haddarco requires the Supplier to deliver the Goods or Services to.

ICC Rules means the arbitration rules of the International Chamber of Commerce International Court of Arbitration in force at the time of the relevant dispute.

Intellectual Property means any intellectual or industrial property whether protected by statute, at common law or in equity, including any patent, invention, copyright, or design right (whether or not registrable), in any design, specification, process, technique, software, know how, trade secret, technical information, financial information, business method and confidential information.

Law means:

- (a) Commonwealth, State and local government legislation including regulations, by-laws, orders, awards and proclamations;
- (b) common law and equity;
- (c) government or delegated authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- (d) guidelines of any government or delegated authority with which the Supplier is legally required to comply.

Loss means any loss, liability, damage (including but not limited to any damages or compensation or any damage to reputation and damage to property), cost or expense (including legal costs on a full indemnity basis) of whatever kind and however it arises.

PPSA means the *Personal Property Securities Act 2009* (Cth) and any amendments or successor legislation as the case may be.

Price means the price set out in the Purchase Order which, unless specified otherwise, is exclusive of GST, but is inclusive of all other costs and charges.

Privacy Laws means:

- (a) the *Privacy Act 1988* (Cth);
- (b) any laws (to the extent that such legislation applies to the parties or any other recipient of personal information) from time to time in force in any relevant jurisdiction affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of personal data; and
- (c) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made, issued or registered under any of the legislation referred to in paragraphs (a) and (b) above, as amended from time to time.

Purchase Order means any document or documents that describe or refer to the Goods or Services or both issued by the Company to the Supplier from time to time.

Related Bodies Corporate is defined in Section 9 of the *Corporations Act 2001* (Cth) and as defined in any amendments or successor legislation.

Security Interest has the meaning given to it in the PPSA.

Services means the services, if any, described on the Purchase Order.

Supplier means the party identified as such in the Purchase Order.

Supplier IP has the meaning given to it under clause 13.4.

Warranty Period means the period of 24 months commencing on the date of delivery of the Goods or 24 months from the date on which the Service is performed or both, as applicable.