

## TERMS AND CONDITIONS OF PURCHASE ORDERS

### 1. APPLICATION OF THESE TERMS AND CONDITIONS

(a) By supplying the Goods and/or performing the Services set out in the Purchase Order, the Supplier agrees to be bound by these Terms and Conditions, any terms in the Purchase Order and any attachment expressly incorporated in writing, which together will form a binding agreement between the parties ("**Agreement**").

(b) The Agreement apply to all transactions between the Company and the Supplier relating to the provision of Goods and/or Services, unless the Company has entered into a separate agreement with the Supplier for the supply of the Goods and/or Services to which the Purchase Order relates.

(c) To the extent that any Supplier's terms are provided with any quote to the Company or provided with the Goods and/or Services (including as printed on consignment note, the Supplier's quote, any related documents or any Clickwrap agreement), those terms will have no legal effect and will not constitute part of the Agreement unless otherwise agreed by the Company.

### 2. DEFINITIONS AND INTERPRETATIONS

#### 2.1 Definitions

In these Terms and Conditions:

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Goods are supplied.

**Clickwrap** means an agreement which is accepted by clicking on a button or hyperlink, such as a software licence.

**Company Standards and Procedures** means any standards, procedures, guidelines, rules, requirements or site specific conditions which the Company makes available to the Supplier from time to time.

**Confidential Information** means the Purchase Order, this Agreement and any information that concerns the products, business or finances of Company and is disclosed to or acquired by the Supplier and which:

- (a) is by its nature confidential;
- (b) is designated by Company as confidential; or
- (c) the Supplier knows or ought to know is confidential, but does not include information which:
  - (i) is or becomes public knowledge other than by breach of these terms;
  - (ii) is in possession of the Supplier without restrictions in relation to disclosure on or before the date on which it is disclosed to or acquired by the Supplier; or
  - (iii) has been independently developed or acquired by the Supplier,

where the burden of establishing any of the exceptions referred to in paragraphs (i), (ii) and (iii) above will be on the Supplier.

**Defects** means (a) any designs, materials or workmanship not in accordance with this Agreement; (b) any defect in or omissions from the work; or (c) any other aspect of the work not in accordance with this Agreement.

**Defects Liability Period** is 12 months commencing on the date of delivery of the Goods and/or 12 months from the date on which the Service is fully performed.

**Delivery** means when the Goods are delivered to the Company either by physical delivery or to the Company's nominated agent or assignee.

**Goods** means any goods supplied by the Supplier in accordance with a Purchase Order and this Agreement, including those supplied in

the course of providing Services.

**GST** means Goods and Services Tax as defined in the GST Legislation.

**GST Legislation** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Intellectual Property Rights** means intellectual property rights at any time protected by statute or common law, including copyright, trademarks, patents and registered designs.

**Losses** includes, but is not limited to, costs (including, but not limited to, legal costs), expenses, lost profits, award of damages, personal injury and property damage.

**Purchase Order** means the purchase order for Goods and/or Services (including these Terms and Conditions) issued by the Company to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) and includes any reference to the PPSA register.

**Personal Information** has the meaning ascribed to that phrase in the *Privacy Act 1988* (Cth).

**Price** means the price, rates or fees specified as such in the Purchase Order.

**Privacy Law** means any Law relating to the privacy, confidentiality or use of any information about individuals, including the *Privacy Act 1988* (Cth).

**Security Interest** means a mortgage, pledge, lien, charge, assignment by way of security, security interest, title retention arrangement, preferential right, trust arrangement, an item registered on the PPSA Register, or other arrangement having the same or equivalent commercial effect as a grant of security.

**Services** means the services to be provided by the Supplier to the Company in accordance with a Purchase Order and this Agreement.

**Subcontractor** means any person engaged by the Supplier (including contractors, consultants and agents) to perform all or part of the obligations under this Agreement on behalf of the Supplier.

**Supplier** means the entity specified as the supplier of Goods and/or Services on the Purchase Order and includes the Supplier's agent and permitted assigns.

**Supplier Personnel** means any and all personnel engaged by the Supplier, including its directors, officers, employees, agents, consultants, invitees, subcontractors and any director, officer, employee, agent, consultant or invitee of the subcontractor, in performing the Supplier's obligations under this Agreement.

**Tax Invoice** has the meaning given to it in the GST Legislation.

#### 2.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:-

- (a) a reference to writing includes email and other communication established through the Company's website (if any); and
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or paragraph is a reference to a clause or paragraph of these Terms and Conditions;
- (d) a reference to a party of these Terms and Conditions or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (e) reference to any the Company Standards and Procedures will mean that standard or procedure as amended, modified or replaced from time to time;

- (f) reference to a Party or Parties includes a reference to its successors and permitted assigns in accordance with this Agreement;
- (g) the Purchase Order must not be construed adversely against a Party just because that Party prepared or put forward it;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms and Conditions;
- (j) these Terms and Conditions must not be construed adversely against a party just because that party prepared or put forward it; and
- (k) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:-
  - (iv) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and
  - (v) in all other cases, must be done on the next Business Day.

### 3. AGREEMENT TO PURCHASE AND SUPPLY

- (a) The Company has engaged the Supplier to supply the Goods and/or perform the Services.
- (b) The Supplier has agreed to provide the Goods and/or Services specified in the Purchase Order in accordance with the terms of this Agreement.

### 4. SUPPLY OF GOODS AND/OR SERVICES

The Supplier must in supplying the Goods and/or performing the Services:

- (a) use the reasonable skill, care and diligence expected of a professional supplier in the relevant field in which the Supplier has been engaged;
- (b) supply and deliver the Goods and/or perform the Services by the due date.
- (c) ensure it is properly licensed, appropriately equipped, organised and financed to perform all its obligations under the Purchase Order;
- (d) not interfere with the Company's activities or the activities of any other person at the delivery address;
- (e) comply with (and ensure that the Supplier Personnel comply with):
  - (i) all applicable Laws;
  - (ii) all Company Standards and Procedures and any relevant standard of Standards Australia (to the extent that they are applicable to the supply of the Goods and/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;
- (f) ensure that the Supplier's employees, agents, consultants and sub-suppliers entering the Company's premises perform their work activities and are properly qualified for, and skilled in, the performance of their tasks so as not to prejudice:
  - (i) safe working practices;
  - (ii) safety and care of property; and
  - (iii) continuity of the Company's business activities; and
- (g) provide all such information and assistance as the Company reasonably requires in connection with any statutory investigation or other matter required by Law in connection with the supply of the Goods and/or the performance of the Services.

### 5. SUBCONTRACTORS

- (a) The Supplier must not engage any Subcontractor to supply the Goods or provide the Services without the prior written consent of the Company.
- (b) The Supplier must ensure that any Subcontractor it engages in connection with the Purchase Order complies with the Purchase Order and terms of this Agreement (including but not limited to clause 4, clause 6, clause 13, clause 14, clause 16, clause 19, clause 21 and clause 22).
- (c) Upon the Company's written demand, the Supplier shall procure from the Subcontractor a deed of covenant in favour of the Company for the purpose of clause 5(b).
- (d) A Subcontractor arrangement does not relieve the Supplier from any of its obligations and the Supplier acknowledges that any Subcontractor is an agent or employee of the Supplier, so that the Subcontractor's performance, acts and omissions is deemed to be the performance, act and omission of the Supplier.

### 6. QUALITY

- (a) The Goods and/or Services supplied by the Supplier must match the description referred to in the Purchase Order and comply with any requirements of applicable laws.
- (b) If the Supplier gave the Company a sample of the Goods or a demonstration of the Services, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.
- (c) The Goods and/or Services must be fit for the purpose for which they are intended.
- (d) The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.
- (e) The Goods and/or Services must be free of Defects.

### 7. VARIATIONS

- (a) The Company may request that the Purchase Order be varied by providing a request in writing to the Supplier. The Supplier must provide a revised quote to the Company within 2 Business Days upon receiving the request if the variation will incur any extra costs or additional work. The variation will take effect and be implemented after the Company has accepted the revised quote in writing.
- (b) If a proposed Variation requires the omission of any work, then:
  - (i) where a lump sum (or part of it) applies to that work, there must be a proportionate reduction in the amount payable in respect of that work;
  - (ii) the Company will pay the Supplier reasonable and demonstrable costs or expenses incurred by the Supplier for any Goods already prepared and/or Services already performed but not required; and
  - (iii) compensation for the omission of work detailed in clause 7(b)(ii) shall be the Supplier's sole entitlement in respect of any omission of work, and the Supplier is not entitled to any payment in respect of loss of profit or overheads for the omitted work.

### 8. PERFORMANCE AND DELIVERY

- (a) The delivery of all Goods and the performance of all Services must be made at the time, place, and in the manner, stated in the Purchase Order.
- (b) The Company may reasonably specify in writing to the Supplier another time, place or manner for delivery of Goods or performance of Services, in which case that other time, place or manner applies in place of that stated in the Purchase Order.
- (c) Time is of the essence.

(d) The Supplier must ensure the Goods is adequately packed, marked and labelled to ensure their safe delivery and safe handling by the Company after delivery. All costs associated with packaging are the responsibility of the Supplier.

(e) Goods will be packed in accordance with the requirements (if any) set out in the Purchase Order. Where packaging is not specified in the Purchase Order, the Goods will be packed in a form consistent with good industry practices and all applicable laws and safety requirements. Failure to comply with this clause 8(d)&(e) may result in the Goods being rejected and returned at the Supplier's expense.

(f) The Supplier must provide to the Company:

- (i) upon delivery of the Goods, all documents relating to the Goods including a consignment note, packing slip and all relevant safety information required by Law at the time of delivery;
- (ii) all documents relating to the Services upon completion of the Services; and
- (iii) any other documents reasonably requested by the Company.

#### 9. INSPECTION AND ACCEPTANCE OF GOODS

(a) The Company will have a reasonable period of time following delivery of the Goods in which to inspect the Goods for Defects or damage.

(b) Acceptance of the Goods by the Company is subject to the Company being reasonably satisfied, upon inspection, that the Goods are free of any Defects or damage.

(c) For the avoidance of doubt, any document signed by the Company upon delivery does not indicate acceptance of the Goods, and any money paid by the Company to the Supplier prior to inspection of the Goods will be deemed to have been paid conditional upon, and subject to, the Goods being free of any Defects or damage.

(d) The Company will not be liable to pay for any rejected Goods or for any damage or costs arising from inspection or rejection of Goods.

#### 10. TITLE AND RISK

(a) Title to and property in the Goods immediately passes to the Company upon payment of the Price.

(b) The Supplier warrants that the Company will be entitled to free and clear legal and beneficial title to and free and quiet possession of the Goods at the time title passes in accordance with clause 10(a).

(c) Risk in the Goods remains with the Supplier until delivery of the Goods into the actual care, custody and control of the Company after inspection at the delivery address.

(d) Risk reverts to the Supplier immediately upon the Goods coming into the care, custody, or control of the Supplier under clause 12(b) (if applicable) until such time as the Goods are returned to the care, custody and control of the Company.

#### 11. PRICE AND PAYMENT

(a) In consideration of the due and proper performance of this Purchase Order by the Supplier, the Company will pay to the Supplier the Price.

(b) Where the Company, acting reasonably, queries or disputes an amount included in a Tax Invoice, the Company does not have to pay the relevant portion of the Tax Invoice until the query or dispute is resolved.

(c) Unless otherwise agreed in writing by the Company, the standard payment terms are 30 days from the end of the month in

which a valid Tax Invoice is issued.

#### 12. DEFECTS LIABILITY PERIOD

(a) Without prejudice to any other remedy or right the Company may have under this Purchase Order or otherwise, if the Company considers there to be a Defect, at any time up to the last day of the Defects Liability Period, the Company may give the Supplier written notice of the Defect and require the Supplier to do any of the acts set out in clauses 12(b) and 12(c) within a reasonable period stated in the notice (if there is no time stipulated, within 10 Business Days).

(b) In relation to Goods, the Supplier must:

- (i) replace the Goods or supply equivalent Goods without cost to the Company;
- (ii) repair the Goods;
- (iii) refund any payment for the Goods in question plus related freight, handling and administration expenses; or
- (iv) pay to the Company the cost of having the Goods repaired by, replaced by or acquired from a third party.

(c) In relation to Services, the Supplier must:

- (i) supply the Services again; or
- (ii) pay to the Company the cost of having the Services supplied again by a third party.

(d) The Supplier will bear any costs incurred pursuant to clauses 12(b) & (c), including the removal and transportation costs of the Goods, and all cost associated with reinstating the Goods.

#### 13. SUPPLIER WARRANTIES

(a) The Supplier warrants that:

- (i) the Goods and/or Services are of merchantable quality and new (unless otherwise specified and expressly accepted by the Company) and that the Goods and/or Services comply with all applicable laws;
- (ii) the Goods and/or Services comply with the specifications, samples, scope of work and details as set out in the Purchase Order;
- (iii) the Goods and/or Services are free from defects in materials, workmanship and design;
- (iv) the Goods and/or Services are fit for the Company purpose or if the Company purpose is not known, for the purpose for which the Goods are commonly used for;
- (v) it has the right to sell the Goods to the Company under the Purchase Order and, upon payment to the Supplier by the Company of the Price (whether in part or in full) the Company will have good marketable title to the Goods, free and clear of all liens, encumbrances, reservations of title including Security Interests; and
- (vi) the Services are performed with due care and skill.

(b) The Company will have full benefit of any manufacturer's warranties that may be applicable to the Goods or any part of the Goods.

(c) The Supplier acknowledges that the Company has entered into this Agreement in reliance upon the warranties contained in this clause 13.

(d) This clause 13 does not exclude or in any way limit other warranties provided by the Supplier or required by law.

#### 14. INTELLECTUAL PROPERTY RIGHTS

(a) The Supplier warrants that the supply of the Goods and performance of the Services, and any use of the Goods and Services by the Company or any other person for any purpose, will not

infringe any Intellectual Property Rights including those belonging to any third party.

(b) The Supplier indemnifies and agrees to keep indemnified the Company, its officers, employees and agents, and the users of the Company products against all Losses arising out of or in connection with an infringement or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of the supply and/or use of the Goods and/or the performance of the Services.

(c) Unless specifically agreed in writing between the Company and the Supplier, all Intellectual Property rights in any works created by the Supplier under this Agreement vest in and remain the property of the Company (“**Relevant IP**”).

(d) Each Party will continue to retain sole ownership of all Intellectual Property Rights owned by that Party prior to the date of the Purchase Order or acquired or developed by that Party independently of the performance of the Purchase Order but used in the performance of the Purchase Order (“**Background IP**”).

(e) The Supplier grants the Company an irrevocable, perpetual, non-exclusive and royalty-free licence to use its Background IP to the extent reasonably necessary to enable the Company to exploit the Relevant IP.

#### 15. GST

(a) Provided that the Supplier is registered for GST, where any supply occurs under or in connection with the Purchase Order in consideration for which is not expressed to be GST inclusive, the Supplier making the supply will be entitled to increase the amount payable for the supply by the amount of any applicable GST.

(b) If, under the Purchase Order, the amount of a payment to, or reimbursement of, the Supplier by the Company is calculated by reference to the Supplier’s costs, and the Supplier (or the representative member of any GST group of which the Supplier is a member) is entitled to claim an input tax credit in respect of some or all of those costs, the amount is to be calculated by reference to the costs reduced by the amount of that entitlement. If the recovery from the Company is consideration for a taxable supply, the Company will pay in addition to that consideration, any GST arising in respect of that consideration.

(c) As a condition precedent to any amount on account of GST being due from the Company to the Supplier in respect of a taxable supply, the Supplier must provide a valid tax invoice to the Company in respect of that supply.

(d) If the amount paid by the Company to the Supplier in respect of GST (whether because of an adjustment event or otherwise):

- (i) is more than the GST on the taxable supply, then the Supplier shall refund the excess to the Company; or
- (ii) is less than the GST on the taxable supply, then the Company shall pay the deficiency to the Supplier.

(e) For the purposes of this clause, ‘GST group’ ‘input tax credits’, ‘representative member’, ‘Supplier’, ‘supply’ and ‘taxable supply’ have the meanings given to them in the GST Legislation.

#### 16. CONFIDENTIALITY

The Supplier undertakes and agrees:

(a) to keep in strict confidence all Confidential Information and not to disclose or permit or cause the Confidential Information to be disclosed to any person other than to Supplier Personnel who require the Confidential Information for the purposes of performing the Supplier’s obligations under the Purchase Order;

(b) not to copy, duplicate, reproduce, disseminate or derive information from the Confidential Information other than for the purposes of performing the Supplier’s obligations in the Purchase Order;

(c) to ensure that the Supplier Personnel undertake and agree to be bound by, and comply with, the obligations set out in this clause 16;

(d) that all public announcements and/ or other press releases in relation to the Purchase Order must be in terms agreed by both Parties prior to the release;

(e) to return or destroy within 5 Business Days of a written notice by the Company all Confidential Information in the Supplier’s possession, custody or control; and

(f) that any breach of the conditions and obligations set out in this clause 16 shall be deemed as a breach of this Agreement.

#### 17. TERMINATION FOR CONVENIENCE

(a) The Company may, in its absolute discretion and for any reason whatsoever, and without being obliged to give any reasons, terminate the Purchase Order at any time by giving written notice to the Supplier.

(b) On receipt of the notice, the Supplier must immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Goods/or Services.

(c) If the Purchase Order is terminated or partially terminated in accordance with the provisions of this clause 17, the Company will be liable only for:

- (i) payment for Goods already delivered and Services already performed before the effective date of termination; and
- (ii) reasonable and unavoidable costs incurred by the Supplier and directly attributable to the termination or partial termination of the Purchase Order (excluding loss of profit).

(d) The aggregate of any compensation and any sums paid or due or becoming due to the Supplier under this clause will not exceed the Price payable under the Purchase Order.

#### 18. TERMINATION FOR INSOLVENCY OR BREACH

(a) Without limiting any other rights or remedies the Company may have against the Supplier under this Agreement or at law, the Company may terminate this Agreement effective immediately by giving notice to the Supplier if:

- (i) the Supplier breaches a provision of this Agreement where that breach is not capable of remedy;
- (ii) the Supplier breaches any provision of the Agreement where that breach is capable of remedy and fails to remedy the breach within the period specified in the Company’s written notice to the Supplier; or
- (iii) an event of breach specified in clause 18(b) happens to the Supplier.

(b) The events of breach include:

- (i) the Supplier being a corporation, there is a change of control of the Supplier;
- (ii) the Supplier disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business, ceases to carry on business or ceases to be able to pay its debts as they become due;
- (iii) the Supplier being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed;
- (iv) the Supplier being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; or
- (v) any analogous event occurs.

- (c) If this Agreement is terminated under this clause 18:
- (i) the parties are relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
  - (ii) rights to recover damages are not affected; and
  - (iii) where, before termination of the Contract under this clause, the Company has made any payment in advance on account of the Price to the Supplier, the total amount of that payment must be repaid by the Supplier to the Company on termination and if not repaid is recoverable by the Company from the Supplier as a debt.
  - (iv) the Supplier indemnifies the Company in respect of any loss it incurs in purchasing substitute Goods and/or Services from other suppliers.

#### 19. INDEMNITY AND INSURANCE

(a) Subject to clause 19(b), the Supplier will indemnify and keep indemnified the Company (and its employees, agents, consultants and subcontractors) from and against Loss in connection with:

- (i) loss of or damage to property;
- (ii) personal injury or death;
- (iii) any actual or alleged infringement of any intellectual property rights; or
- (iv) any breach of this Agreement or law,

arising out of or as a consequence of the Supplier supplying the Goods and/or performing the Services.

(b) The indemnity provided by the Supplier in clause 19(a) shall be reduced proportionally to the extent that a negligent act or omission of, or breach of this Agreement by, the Company (or others for whom it is responsible) contributes to the Loss referred to in clause 19(a). The indemnity provided in clause 19 shall survive the termination of this Agreement.

(c) The indemnities provided by the Supplier in this clause 19 continue to apply regardless after the supply of the Goods and/or performance of the Services.

(d) The Supplier must effect and maintain policies of insurance for amounts generally held by a professional and competent supplier of the goods and/or services for which the Supplier has been engaged, including but not limited to:

- (i) all insurances required by any law; and
- (ii) insurance cover sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the supply of the Goods and/or Services, including, as applicable, product liability insurance, public liability insurance and professional indemnity insurance.

(e) Upon request, the Supplier must provide the Company with a true and correct copy of any certificates of insurance.

#### 20. LIMITATION OF LIABILITY

Unless otherwise provided in this Agreement, neither party has any liability (including, without limitation, in equity, contract or tort, including negligence) to the other party or any other person for any loss of profits, income or savings, or for indirect, special or consequential damage, loss, cost or expense or analogous loss suffered by the other party (including its employees, agents, consultants and sub-suppliers).

#### 21. PREVENTION OF MODERN SLAVERY

(a) In performing its obligations under this Agreement, the Supplier must comply with any requirements of the *Modern Slavery Act 2018*

(Cth) and Division 270 and 271 of the *Criminal Code Act 1995* (Cth) as they apply to the Supplier.

(b) In this Agreement, **Modern Slavery** has the meaning given in section 4 of the *Modern Slavery Act 2018* (Cth).

(c) The Supplier warrants and undertakes that:

- (i) it will not engage in Modern Slavery and will comply with all applicable legislation relating to Modern Slavery; and
- (ii) it will take reasonable steps to satisfy itself that its operations and supply chains do not involve Modern Slavery practices and identify Modern Slavery risks;
- (iii) it will notify the Company promptly upon becoming aware of any incident, complaint or allegation that it, or any entity in its supply chain, has engaged in Modern Slavery in the performance of Services or supply of Goods; and
- (iv) the Supplier acknowledges that the Company has corporate reporting requirements with regard to Modern Slavery and shall provide to the Company a written report, upon written request and at its own expense, addressing risks of Modern Slavery in its operations and supply chain and any actions it is taking to mitigate these risks, and any other information required by the Company to comply with its Modern Slavery reporting requirements.

#### 22. FLOW-DOWN OBLIGATIONS

(a) Where the Company engages the Supplier to supply such Goods/Services as required in a contract or agreement between the Company and its client ("**Prime Contract**"), the Company may attach a schedule to the Purchase Order outlining all requirements relating to such Goods/Services ("**Requirements**") specified by the Prime Contract.

(b) The Parties agree that the Requirements will be incorporated into and form part of this Agreement. In the event of any conflict between the terms of this Agreement and the Requirements, the Requirements shall prevail.

(c) The Supplier agrees to be bound by the Requirements, including but not limited to those related to scope of work, specifications, quality, safety, indemnification, insurance, warranties, and dispute resolution.

(d) The Supplier further agrees to flow down all Requirements to its Subcontractors, involved in the performance of this Agreement.

(e) In the event of any changes to the Prime Contract that affect the details of the Requirements, the Company shall promptly notify the Supplier of such changes and the Supplier agrees to comply with any modified terms to the extent necessary for the performance of this Agreement.

#### 23. GENERAL PROVISIONS

(a) This Agreement and any dispute arising out of or in connection with it or its subject matter or formation will be governed by the laws of Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.

(b) This Agreement comprises the whole agreement between the Parties and supersedes all prior agreements, undertakings, communications, negotiations or representations (if any) between the Parties in respect of the subject matter.

(c) No waiver of or variation to this Agreement will be binding on the Parties unless it is made in accordance with the terms of this Agreement. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.



(d) The relationship between the Company and the Supplier is a relationship of principal and independent contractor and nothing will be construed so as to create a relationship of employment, agency or partnership between the Company and the Supplier or Supplier Personnel.

(e) Each Party warrants that it will comply with all applicable Privacy Laws in relation to the collection, use or disclosure of Personal Information and neither Party will disclose any Personal Information without the other Parties written permission.

(f) If any provision of this Agreement at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.

(g) A notice or other communication required or permitted to be given by one party to the other party must be given in writing by post, email or courier to the other party's address specified in the Purchase Order or the other party's email address (as applicable).

(h) A party may change its postal or email address for service by giving notice of that change in writing to the other party.

(i) The Supplier must not, without the Company's prior written consent, assign, create a trust over or otherwise dispose of any of the Supplier's rights or obligations under this Agreement.