

1 Definitions

In these Purchase Order conditions (**Conditions**):

ABC Laws means all applicable anti-bribery or anti-corruption laws.

Background IP of a party means IP owned, created, developed or licensed by, or on behalf of, that party:

- a) independently of this Purchase Order; or
- b) as part of the Services performed or Goods supplied under the Contract to the extent it constitutes improvements or modifications to such IP.

Business Day means any day except a Saturday, Sunday or a public holiday in Sydney, NSW.

Change in Control means, with respect to an entity, a change in the power to directly or indirectly:

- a) determine the management or policies of the entity;
- b) control the membership of the board or other governing body of the entity; or
- c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the entity.

Company means the entity named as such in the Purchase Order.

Company Data Requirements has the meaning given to it in clause 16.

Company Group means the **Company** and **Tamboran Services Pty Ltd**, their Related Bodies Corporate and their respective Personnel and, where Company enters into the Contract on behalf of a joint venture, its joint venture partners, their Related Bodies Corporate and their respective Personnel.

Company Group Data means data of any kind of the Company or a member of the Company Group or of any customer or supplier of Company or a member of the Company Group that the Supplier accesses, stores or handles in connection with this Contract.

Completion means the date on which the Services are performed according to this Contract.

Completion Date means the date by which the Services must be performed as stated in the Purchase Order.

Consequential Loss means any loss of profit or anticipated profit, loss of revenue or anticipated revenue, loss of production, loss of contract or opportunity, loss of business or custom, or loss of goodwill or reputation but does not include any liquidated damages payable by the Supplier under the Contract.

Contract comprises the Purchase Order to which these Conditions refer, these Conditions, and any document referred to in the Purchase Order and specified as forming part of the Contract.

Defect means any error, omission, defect, deficiency or discrepancy in the Services, the Goods, or the Rental Items, including as compared against specifications set out in the Purchase Order or any requirements of the Contract.

Defective has the corresponding meaning.

Defects Liability Period means the period stated in the Purchase Order commencing on and from, with respect to Goods, the Delivery and, with respect to Services, Completion.

Deliverables means any document, information, data or other material (in whatever form), including any reports, user manuals, operation manuals or guides identified in the Purchase Order as deliverables that Contractor must prepare and provide to the Company.

Delivery has the meaning given to it in clause 8.2.

Delivered has the corresponding meaning.

Delivery Date means the date by which the Goods or Rental Items must be supplied as described in the Purchase Order or, if no such date is described in the Purchase Order, the date that is notified in writing to the Supplier by the Company as the delivery date.

Encumbrance means any bill of sale, mortgage, charge, lien, pledge, hypothecation, title retention arrangement or other security interest (including a security interest that constitutes a 'security interest' for the purposes of the PPSA), caveat, or any agreement to create any of them or allow them to exist.

Force Majeure means any of the following events that prevents or delays a party from performing any of its obligations under the Contract and that, where the affected party is the Supplier, cannot be overcome or avoided by the application of Good Industry Practice:

- a) earthquake, flood, landslide, fire or explosion, including radioactive or toxic explosion;
- b) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation by order of any government or authority;
- c) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- d) riot, civil disturbance, blockade or acts of terrorism; or
- e) epidemic or pandemic or quarantine by order of a government or authority.

Goods means the goods stated in the Purchase Order to be supplied by the Supplier to the Company pursuant to the Contract.

Good Industry Practice means supplying the Goods, Services or Rental Items (as applicable):

- a) in an effective, efficient, careful, skilful, diligent, and safe manner;
- b) with the skill, care, diligence, and foresight which would reasonably be expected of a skilled professional supplying goods, services or rental items similar to the Goods, Services or Rental Items;
- c) with an appropriate number of trained and experienced personnel and other resources; and
- d) in accordance with applicable Laws.

Gross Negligence / Wilful Misconduct means any act or omission by a person or entity that was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences such person or entity knew, or should have known, such act or failure would have on the safety or property of another person or entity.

GST means the goods and services tax imposed under A *New Tax System (Goods & Services Tax) Act 1999* (Cth). Words defined in that Act have the same meaning in these Conditions unless otherwise defined in these Conditions.

IP means all intellectual and industrial property rights, including trademarks, copyright, inventions, patents, designs, circuits and other eligible layouts, database rights and other intellectual property rights.

Insolvency Event means, with respect to a party, the happening of any of the following events:

- a) it is insolvent within the meaning of the *Corporations Act 2001* (Cth) (or any applicable foreign law) or it has failed to comply with a statutory demand as provided in section 459F(1) of the *Corporations Act 2001* (Cth) (or any applicable foreign law);
- b) a meeting is convened to place it into voluntary liquidation or to appoint an administrator;
- c) it, or any other person, makes an application to a court for its winding up, being an application that is not stayed, withdrawn or dismissed within 7 days;
- d) an order is made for it to be wound up or the party resolves to wind itself up; and
- e) the appointment of a controller (as defined in section 9 of the *Corporations Act 2001* (Cth) or similar under any applicable foreign law), receiver, receiver and manager, trustee or any other person holding or appointed to an analogous office or acting in analogous capacity is appointed; or

- f) anything analogous or having a substantially similar effect to any of the events specified above happens in respect of the entity under the law of any applicable jurisdiction.

Law includes:

- a) all applicable legislation, ordinances, regulations, by-laws, local laws, orders, and proclamations;
- b) principles of common law or equity;
- c) standards, codes and guidelines;
- d) directions or notices issued by any authority;
- e) fees, rates, taxes, levies and charges payable in respect of these things.

Modern Slavery has the meaning given in the *Modern Slavery Act 2018* (Cth).

Payment Claim means a claim for payment of part of the Price.

Payment Schedule means a schedule that the Company gives under clause 7.

Personnel means directors, officers, employees, servants, agents, subcontractors of any level, contractors, representatives, and invitees.

Price means the amount or amounts stated in the Purchase Order described as the price and includes fees applicable to Rental Items.

Privacy Laws means all legislation, ordinances or binding industry codes relating to personal information including the *Privacy Act 1988* (Cth) to the extent applicable to the performance of the parties' obligations under this Contract.

Proportionate Liability Legislation means:

- a) part 4 of the *Civil Liability Act 2002* (NSW);
- a) part IVAA of the *Wrongs Act 1958* (Vic);
- b) chapter 2, part 2 of the *Civil Liability Act 2003* (Qld);
- c) part 1F of the *Civil Liability Act 2002* (WA);
- d) section 72 of the *Development Act 1993* (SA) and part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
- e) part 9A of the *Civil Liability Act 2002* (Tas);
- f) section 141 of the *Building Act 2004* (ACT) and Chapter 7A of the *Civil Law (Wrongs Act) 2002* (ACT); and
- g) *Proportionate Liability Act 2005* (NT).

Purchase Order means the purchase order issued by the Company under clause 2, which describes the Goods,

Services and/or Rental Items that the Company requires to be supplied by the Supplier.

Related Bodies Corporate has the meaning defined by the *Corporations Act 2001* (Cth).

Rental Items means any items described the Purchase Order as rental items.

Rental Term means the period of time described in the Purchase Order as the rental term.

Services means any services stated in the Purchase Order.

Site means the location stated in the Purchase Order or notified to the Supplier by the Company.

Sitework Conditions means any of the Company's rules or policies that apply to the Site.

SOP Act means *Construction Contracts (Security of Payments) Act 2004* (NT).

Special Conditions means the special conditions set out in the Purchase Order (if any).

Supplier means the supplier that is stated as such in the Purchase Order.

Supplier's Obligations means all of the terms, conditions and covenants to be observed by the Supplier under the Contract including the supply of the Goods, Services and/or Rental Items in the manner described in the Contract.

Term means the period described as the term in the Purchase Order or, if no period is so described, the period on and from the date on which the Contract is formed under clause 2 until and including the date on which the Supplier completes its obligations under the Contract (as determined by the Company) or the date on which the Contract is terminated, whichever is earlier.

2 Formation of Contract

- 2.1 Unless otherwise specified in a Purchase Order, the Supplier must commence performance of its obligations under the Contract upon receipt of the Purchase Order. Receipt of the Purchase Order will be taken to have occurred 2 Business Days after it is sent to the Supplier, unless the Supplier acknowledges receipt earlier.
- 2.2 The Contract is the entire agreement between the Supplier and the Company. No other terms or conditions (including any terms contained in any Supplier tender, quote, offer, counteroffer, proposal, or invoice) are incorporated in the Contract.
- 2.3 If the Company enters into the Contract as operator on behalf of joint venture partners, then the Company executes the Contract as agent for and on behalf of the joint venture partners in their several interests.

- 2.4 In the event of any conflict between the documents forming the Contract:

- a) the specific terms of the Purchase Order (including any Special Conditions) take precedence over these Conditions to the extent of the inconsistency; and
- b) the Special Conditions take precedence over the Conditions to the extent of any inconsistency.

3 Supply

- 3.1 The Supplier must perform its obligations under this Contract in accordance with:

- a) all applicable Laws;
- b) this Contract; and
- c) Good Industry Practice.

4 Goods

- 4.1 The Goods must comply with any specifications or descriptions for the Goods described in the Purchase Order or any document incorporated by reference into the Purchase Order.
- 4.2 The Goods must be new, fit for purpose, in safe working condition, of merchantable quality, free from Defects and free from Encumbrances (except, with respect to Rental Items, Encumbrances in favour of the Supplier).

5 Deliverables

- 5.1 This clause applies if the Purchase Order states that the Supplier must supply Deliverables.
- 5.2 The Supplier must supply the Deliverables in the manner and form, and according to any timeline, specified by the Company.
- 5.3 Any IP in the Deliverables vests in the Company immediately on creation, except for Background IP. Regarding Background IP, the Supplier grants the Company an exclusive, transferable, royalty-free, irrevocable, perpetual licence to use the Background IP to the extent reasonably required for the Company to enjoy the full benefit of the Deliverables or the Services.
- 5.4 At the date of this Contract, the Supplier warrants to the Company that the Company's use of the Deliverables does not, and will not, infringe any third party's IP.
- 5.5 The Supplier indemnifies and holds harmless the Company from and against any loss, damage, claim (including third party claim), liability, cost, expense (including solicitors' fees on a full indemnity basis)

arising from or in connection with its breach of clause 5.4.

6 Price and Payment

- 6.1 The Company must pay the Supplier the Price in accordance with this Contract.
- 6.2 The Price is fixed, not subject to any adjustment or rise and fall and includes all costs that may be incurred by the Supplier in performing its obligations, and it includes all excise, duties and taxes (excluding GST).
- 6.3 Within 10 Business Days after the end of the month in which Services, Goods or Rental Items are supplied, the Supplier must give the Company an invoice containing the following details:
 - a) the Purchase Order number;
 - b) the Goods, Rental Items and/or Services supplied in the month;
 - c) the Site and date of supply of the Goods, Rental Items and/or Services;
 - d) if Services are charged by time, the time spent by the Supplier's personnel and the rates applicable to the Services; and
 - e) any other details reasonably requested by the Company.
- 6.4 If the Supplier gives the Company an invoice as clause 6.3 requires, the Company will pay the undisputed part of the invoice to the Supplier within 30 days of receipt of the invoice, unless otherwise specified on the Purchase Order. If the Company disputes any part of the invoice, it is not required to pay that part of the invoice. This is unless the Supplier raises the non-payment as a Dispute, the parties follow the dispute resolution process in clause 22.9, and, following this, it is determined that the disputed part of the invoice is due and payable.
- 6.5 Each party acknowledges that it is registered for GST in accordance with the GST Act as at the date of this Contract and will notify the other immediately if it ceases to be registered for GST.
- 6.6 To the extent that a supply made under this Contract is a taxable supply (as defined in the GST Act), the Company may recover from the Supplier, in addition to the Price, an amount equal to the GST payable in respect of that supply.
- 6.7 All taxes and duties other than GST levied on or in respect of the supply are deemed to be included in the Price and are payable by the Supplier.
- 6.8 The Company may set off, from any monies due to the Supplier (whether under the Contract or any

other agreement with the Supplier), any sum that is payable by the Supplier to the Company.

- 6.9 All payments are payments on account only. The payment of an invoice or any part of it does not constitute:

- a) acceptance of the value or issue of the invoice;
- b) the settlement of a dispute; or
- c) the supply made under this Contract,

and does not otherwise waive or affect the rights of the Company.

7 SOP Act

- 7.1 This clause applies only if the supply of the Goods or Rental Items, or the performance of the Services, relate to 'construction work' as defined in the SOP Act.
- 7.2 On the last Business Day of each calendar month in which the Services are performed or Goods or Rental Items are supplied, the Supplier must give the Company a Payment Claim for the Goods or Rental Items supplied, or Services performed, in that month.
- 7.3 Within 10 Business Days after receiving a valid Payment Claim, an authorised representative of the Company must give the Supplier a Payment Schedule that states the representative's opinion of the money due from the Company to the Supplier in respect of the Payment Claim and the reasons for any difference.
- 7.4 Within 20 Business Days after receipt of a valid Payment Claim, the Company must pay the Supplier the amount stated in the Payment Schedule.

8 Delivery

- 8.1 Unless stated otherwise in the Purchase Order, the Supplier must, at its own cost and risk:
 - a) deliver the Goods or Rental Items to the Site by the Delivery Date; and
 - b) perform the Services by the Completion Date.
- 8.2 Delivery, which applies to Goods and Rental Items, is taken to occur upon:
 - a) completion of physical offloading of the Goods or Rental Items by the Supplier at the Site; or
 - b) if the Purchase Order states that the Company will collect the Goods or Rental Items, possession of the Goods or Rental

Items transferring to the Company, or to the Company's nominated transporter, from the Supplier,

(Delivery).

- 8.3 The Supplier must, at its own cost, ensure the Goods or Rental Items are adequately packed to the standard specified by the Company's packing, marking, and shipping specifications (as provided to the Supplier by the Company).
- 8.4 The Supplier must provide sufficient documents to enable the Company to identify the Goods or Rental Items being delivered including the Purchase Order number, description, quantities and any data sheets or other materials as required by Law or the Company.
- 8.5 Title in Goods passes to the Company when the Goods are Delivered according to this Contract or when the Company pays for the Goods, whichever is earlier. Unless otherwise stated in the Purchase Order:
- a) risk in the Goods passes to the Company when they are Delivered according to this Contract; and
 - b) risk in any Rental Items always remains with the Supplier, except where any loss or damage to the Rental Items is caused by the wrongful act of omission of the Company while the Rental Items are in the possession of the Company.
- 8.6 The Supplier must, on Delivery, provide, and ensure that the Company receives the benefit of (whether by assignment or otherwise), all manufacturer's warranties for the Goods.

9 Rental Conditions

- 9.1 The Supplier retains title to the Rental Items. The Supplier must allow the Company to possess and enjoy the Rental Items on an exclusive basis without any interruption, during the Rental Term.
- 9.2 All Rental Items must be new (unless otherwise agreed by the Company), fit for purpose, in safe working condition and free from Defects.
- 9.3 At the end of the Rental Term, the Rental Items must be collected by the Supplier at its own cost unless otherwise agreed between the parties.

10 Defects

- 10.1 If the Supplier identifies a Defect, it must immediately notify the Company.
- 10.2 The Company may direct the Supplier to rectify a Defect. The Supplier must commence and complete rectification of the Defect promptly and

within the reasonable time(s) directed by the Company and causing as little inconvenience as possible to the Company and other relevant persons.

- 10.3 Regarding Goods and Services, if a Defect is not rectified by the date specified by the Company, the Company may rectify the Defect (by itself or by others) and the loss incurred by the Company in doing so is a debt immediately due and payable by the Supplier to the Company.
- 10.4 Regarding Rental Items, the Supplier must provide the Company with replacement rental items during the entire period in which the Rental Items are being rectified. The replacement rental items must be of the same quality, or better quality, than the Rental Items. The Company is not liable to pay the Price for any period of time in which it does not have the replacement rental items.
- 10.5 If there is a Defects Liability Period stated in the Purchase Order:
- a) the Company may, in relation to the Goods or Services, give a direction under clause 10.2 before the expiry of the Defects Liability Period applicable to the Goods or Services; and
 - b) following rectification of a Defect, a separate Defects Liability Period applies to the rectified part of the Goods or Services, which commences on the date that the rectification is complete and expires 12 months after that date, or upon expiry of the original Defects Liability Period, whichever is later.

11 Sitework Conditions

- 11.1 The Supplier must ensure that its employees, contractors, representatives, officers, subcontractors of any level, agents and invitees (**Supplier's Personnel**):
- a) complete any inductions, medical examinations, or other pre-access requirements of the Company prior to commencing performance of the Contract;
 - b) comply with the Sitework Conditions and directions provided by the Company or its authorised representative when on Site;
 - c) use their best endeavours not to interfere with the Company activities and activities of other contractors on the Site (noting the Price may not be adjusted because of any coordination and interaction with other contractors); and

- d) ensure that they do not leave rubbish or debris on the Site and they otherwise leave the Site in a tidy condition.
- 11.2 The Company may require any of the Supplier's Personnel to be removed from Site immediately if the Supplier's Personnel do not comply with the requirements outlined in clause 11.1 or, in the Company's opinion, are acting unsafely on Site. If the Company so requires, the Supplier must use its best endeavours to remove the Personnel from the Site within the time specified by the Company.

12 Supplier Warranties

- 12.1 The Supplier represents and warrants to the Company that:
- a) it holds and will, for the duration of the Contract, maintain and comply with all licences, permits, forms, applications, approvals and authorisations required under Law to perform the Contract;
 - b) all information in brochures, quotes or tenders provided in connection with the provision of the Goods or Services is accurate; and
 - c) no virus or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or equipment will be introduced into the Company's or any member of the Company Group's systems as a result of the supply of the Goods or Services.

13 Indemnity

- 13.1 The Supplier indemnifies the Company and each member of the Company Group (**Company Indemnified Parties**) from and against all claims, liabilities, loss, damage, costs, expenses or penalties incurred or suffered by the Company Indemnified Parties and caused or contributed to by the Supplier or any Supplier's Personnel arising out of or in connection with the performance of the Contract except to the extent that the claim, liability, loss, damage, cost, expense or penalty is contributed to by the Company.
- 13.2 Neither party is liable to the other for any Consequential Loss arising under or in connection with the Contract (howsoever arising, including negligence) except to the extent that the liable party:
- a) is entitled to be indemnified for such liability under a policy of insurance effected under the requirements of the Contract;
 - b) would have been entitled to be indemnified for such liability under a policy of insurance effected under the requirements of the

Contract but for the first party's failure to comply with the terms and conditions of the relevant policy, its failure to effect the insurance as the Contract requires, its failure to make a claim under the insurance or any other act or omission of the party;

- c) commits Gross Negligence / Wilful Misconduct; or
- d) breaches clause 5.4 or clause 15.

13.3 To the maximum extent possible, the parties exclude the provision of any Proportionate Liability Legislation that applies.

13.4 The indemnity provided in this clause 13 is a continuing obligation separate from the Supplier's other obligations and survives expiry or termination of the Contract. The Company is not required to incur any loss or expense or make any payment before enforcing its right of indemnity.

14 Insurance

14.1 Unless otherwise stated in the Purchase Order, the Supplier must take out and maintain the following insurance cover during the performance of the Contract:

- a) public and products liability insurance that covers Australia of not less than AUD\$20 million (or USD equivalent) and must include the Company as an additional insured;
- b) mobile plant or marine transit insurance covering loss or damage to each of the Goods and Rental Items supplied while in use or transit;
- c) comprehensive motor vehicle insurance of not less than AUD\$20 million for any vehicles used as part of the Services;
- d) workers compensation insurance as required by Law;
- e) professional indemnity insurance of not less than AUD\$5 million if the performance of this Contract requires the Supplier to provide professional advice; and
- f) any other insurance that is specified in the Purchase Order.

14.2 The Supplier must ensure that any subcontractors used in performing the Contract also have and maintain the insurance set out in clause 14.1 during the performance of the Contract.

15 Confidentiality

15.1 The parties must not disclose information belonging to one party which is disclosed to the other party under this Contract, and which is not already known by the other party and is not already in the public domain (**Confidential Information**) to any third party or use or reproduce it other than for the performance of the Contract, other than:

- a) as required by Law;
- b) to their own employees or contractors that are required to access the Confidential Information in order to perform their obligations under the Contract. In this case, the party must procure that the employees or contractors are under confidentiality obligations with respect to the Confidential Information that are at least as strict as the confidentiality obligations on the party in this Contract; and
- c) to any potential investor, or to a financial institution from whom a party is seeking finance, provided they are bona fide in their intentions and have provided a similar undertaking of confidentiality to the disclosing party.

15.2 The parties must always safeguard the Confidential Information, and when the Contract ends, the parties must (to the extent reasonably practicable, considering technical restrictions on returning Confidential Information that is stored digitally and subject to any of the Company's internal governance requirements) return the Confidential Information if requested by the disclosing party.

16 Data Security

The Supplier must:

- a) comply with all Company Group data security requirements notified to the Supplier by the Company or a member of the Company Group (**Company Data Requirements**) in respect of access to and use of data as advised by the Company, in addition to any statutory obligations relevant to data security;
- b) prohibit and prevent any Supplier Personnel who do not have the appropriate level of security clearance from gaining access to Company Group Data;
- c) use reasonable endeavours to prevent any unauthorised person from gaining access to Company Group Data. However, if there is any situation involving:
 - 1) accidental loss or destruction of, or unauthorised disclosure of or access to, Company Group Data; or

- 2) a cyber security or data security breach on any system (including those of its subcontractor or sub-suppliers) used in connection with the Goods or Services which has or may impact Company Group Data;

the Supplier must:

- 1) report such incident to the Company without delay;
- 2) take all reasonable steps to mitigate the adverse impact of the incident;
- 3) if the Company requires, cooperate with the Company or any member of the Company Group in providing any notices to individuals or regulators (as applicable) regarding the incident, as directed by the Company or any member of the Company Group; and
- 4) cooperate and must ensure that Supplier Personnel and, if applicable in the Company's opinion, any Related Body Corporate of the Supplier cooperates with any investigation into the incident that may be subsequently undertaken by the Company or any member of the Company Group (including in consultation with any data privacy authority (if applicable)).

17 Company Policies

17.1 The Supplier must, in the performance of the Contract:

- a) comply with all applicable Laws relating to each of privacy, environmental, health and safety;
- b) comply with all of the Company's policies that apply to the supply of the Goods, Services or Rental Items or its own policies of the same or higher standard; and
- c) immediately notify the Company of any incident that is notifiable under privacy, environmental, health and safety Laws;
- d) provide the Company with a copy of any incident investigation report and evidence that it has revised risk control measures so as to maintain, so far as is reasonably practicable, a work environment that minimises risk to the greatest extent reasonably practicable to the environment, health and safety; and
- e) allow the Company to monitor the Supplier's systems, work practices and procedures.

- 17.2 Without limiting clause 11.2, if requested to do so by the Company, the Supplier must remove from Site and any involvement in the performance of the Contract any Supplier Personnel whose acts or omissions cause the Supplier to fail to comply with the Contract, and the Supplier shall provide replacement Personnel at its own cost. The Supplier must not replace or withdraw any key Personnel as set out in the Purchase Order (if any) without the Company's consent.

18 Reporting

- 18.1 The Supplier must provide the Company, on demand when requested, progress reports about the stages of performance under the Contract, information to support or justify any element of the Price, applicability of any excise, duties and taxes, quarterly reports on the emissions of greenhouse gases and energy usage relating to such performance, and any information that the Company requests about the Supplier's employees and contractors relating to health and safety.
- 18.2 The Company (or its nominee) may for any reason request an audit of the Supplier's compliance with the Contract. If this occurs, the Supplier must allow the Company access to its premises and any Supplier Personnel to conduct any audit.

19 Force Majeure

- 19.1 If a party cannot carry out its obligations (wholly or in part) under the Contract due to a Force Majeure they must give written notice to the other party which details the Force Majeure, the specific obligations the affected party cannot perform, the estimated duration of the Force Majeure and steps taken or planned to mitigate or abate the effects of the Force Majeure on the affected party's performance of its obligations in the Contract.
- 19.2 Provided a compliant notice is provided under clause 19.1:
- a) the affected party's obligations under the Contract are suspended to the extent and for the duration that they are prevented or delayed from being performed by the Force Majeure and to the extent of, and for the duration of, the suspension, the affected party is not in breach of the Contract because it does not perform, or delays in performing, those obligations.
- 19.3 The affected party must take all reasonable steps to remedy or abate the effects of the Force Majeure on the party's ability to perform its obligations in the Contract, resume performance of its obligations as soon as reasonably possible and mitigate any loss suffered by the other party as a result of the affected party's failure to carry out its obligations under the Contract.

- 19.4 If the Force Majeure event continues for more than 30 consecutive days or 60 days in total Company may at its sole discretion terminate the Contract by written notice to the Supplier.

20 Termination

- 20.1 Company may terminate the Contract in whole or in part by 30 days' written notice if:
- a) an Insolvency Event occurs in relation to the Supplier;
 - b) the Supplier ceases to carry on its business;
 - c) there is a Change In Control of the Supplier;
 - d) the Supplier, in the reasonable opinion of Company, is endangering anyone's health or safety;
 - e) the Supplier is in breach of the Law, including any anti-bribery, export control, anti-money laundering, modern slavery or sanctions regulations; or
 - f) the Supplier materially breaches the Sitework Conditions.
- 20.2 If the Supplier breaches a term of the Contract or fails to perform the Contract then:
- a) the Company may give written notice requiring the breach to be remedied within 7 calendar days or any other period of time; and
 - b) if the breach is not remedied within that time period, or where the breach cannot reasonably be remedied within that time period, and the Supplier does not commence the remediation of the breach within that time period and diligently pursue the remediation to the Company's satisfaction, then the Company may terminate the Contract on 30 days' written notice.
- 20.3 The Company may terminate the Contract for convenience at any time, in its sole discretion, by providing 30 days' written notice to the Supplier. The termination is effective as soon as the 30 days lapse.
- 20.4 Upon receipt of such notice, the Supplier must seek to minimise any costs or losses arising from such early termination.
- 20.5 The Company will pay:
- a) that part of the Price for any Services performed, or Goods or Rental Items supplied, up to and excluding the date of termination; and

- b) for the cost of materials and equipment properly ordered by the Supplier for the purpose of supplying the Goods, the Rental Items or the Services (as applicable), which the Supplier has paid or is legally bound to pay, which the Supplier cannot use in its ordinary business but only if title passes to the Company free of Encumbrances. The Company is not liable for, and the Supplier releases Company from, any other loss or damage suffered by the Supplier as a result of the early termination.

20.6 Termination of the Contract does not affect any accrued rights or remedies.

21 Business standards

21.1 The Supplier must ensure that it complies with all applicable Laws pertaining to Modern Slavery.

21.2 The Supplier must and will ensure that any Related Body Corporate of the Supplier does not take nor will take any action in furtherance of the giving of anything of value or payment to a government official or anyone else, directly or indirectly, to obtain any improper advantage or influence official action.

21.3 The Supplier represents, warrants, and covenants to the Company that neither the Supplier nor the Supplier Personnel and any Personnel of its Related Bodies Corporate have, prior to the date of this Contract, engaged in, nor shall they engage in while the Contract is in effect, any conduct that constitutes:

- a) the offering, giving, soliciting, or receiving of any bribe, unlawful payment, or other improper benefit, whether monetary or otherwise, to or from any person, government official, political party (or official thereof), candidate for political office, quasi-governmental entity, or agency, in connection with or in furtherance of the business of the Supplier; or
- b) any conduct that would contravene any ABC Laws.

21.4 The Supplier represents and warrants that the business of the Supplier and Related Bodies Corporate of the Supplier is not, and will not be, while the Contract is in effect, dependent upon the making or receipt of any such unlawful payments, benefits, or inducements.

21.5 The Supplier shall ensure that all of the Supplier's Personnel are fully trained and educated with respect to, and comply in all respects with, the obligations set out in this clause and any anti-bribery or anti-corruption policies or codes of conduct issued by the Company and

communicated to the Supplier in writing from time to time. The Supplier shall include in its contractual arrangements with its subcontractors provisions requiring their adherence to ABC Laws.

21.6 The Supplier further represents and warrants that neither the Supplier nor any Related Body Corporate of the Supplier, nor any of their Personnel, are or will become, while the Contract is in effect:

- a) government officials or employees; or
- b) candidates for political office in any government.

21.7 The Supplier further represents and warrants that it is not owned or controlled, in whole or in part, directly or indirectly, by any government officials or employees, or candidates for political office in any government.

21.8 The Supplier acknowledges that any breach of this clause may result in the immediate termination of this Contract by the Company and may expose Supplier or any Related Body Corporate of the Supplier or any of the Supplier's Personnel to legal liability under applicable Laws including ABC Laws.

22 General

22.1 The Supplier is an independent contractor.

22.2 The Supplier must not assign or novate any rights, obligations or liabilities under the Contract, including by way any Change in Control of the Supplier except with the prior written consent of the Company. If the Supplier subcontracts any of its obligations under the Contract it will remain liable in full for the performance of the Contract.

22.3 No exclusive relationship exists between the Company and the Supplier.

22.4 The Supplier must not make any public announcements in relation to this Contract.

22.5 Any variation to the Contract must be agreed in writing by the parties.

22.6 The Supplier must not register any security interest in relation to this Contract against any Company Group property.

22.7 The Contract is governed by the Laws of New South Wales unless otherwise stated in the Purchase Order.

22.8 The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply to the Contract and is expressly excluded.

22.9 Any dispute, controversy or claim arising out of or in connection with the Contract (**Dispute**), shall

first be attempted to be resolved by senior managers of the parties within 30 days of the disputing party providing a Dispute notice to the other party setting out full particulars and the resolution(s) being sought. The senior managers must use their best endeavours and act in good faith to attempt to resolve any Dispute. If the senior managers fail to resolve the Dispute, then either party may seek to have the Dispute resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration will be Sydney, Australia. The language of the arbitration will be English. The number of arbitrators will be 1. Nothing in this clause prevents any party from seeking urgent interlocutory relief from a court at any time.

22.10 Formal notices under the Contract must be sent to the Supplier's address in the Purchase Order, and to the Company at the Company address specified in the Purchase Order, marked to the attention of the Company representative named in the Purchase Order.

23 Interpretation

23.1 In the Contract unless the contrary intention is expressly stated:

- a) a reference to a clause is a reference to a clause of the Contract;
- b) a reference to the Company's policies refers to those policies as they are updated from time to time;
- c) the singular includes the plural, the plural includes the singular;
- d) a reference to a person includes that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- e) performance of an obligation of any kind by the Supplier must be carried out at the Supplier's cost unless this Contract states otherwise;
- f) a reference to including or includes is deemed to be followed by the words "but not limited to";
- g) headings are included for convenience and do not affect the interpretation of the Contract;
- h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- i) no rule of interpretation is to be applied to disadvantage the Company or the Supplier on the basis that it was responsible for preparing the Contract;
- j) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind; and
- k) a reference to a monetary amount means that amount in Australian currency.