1 DEFINITIONS

In this Contract unless the context otherwise requires:

"**ABN**" means Australian Business Number;

"**ACN**" means Australian Company Number;

"**Contract**" means the Purchase Order and these Terms and Conditions;

"**Date for Delivery**" means the date/s and/or time/s on which the Goods and/or Services are to be delivered and/or provided to/at the Delivery Location, as specified in the Purchase Order, or directed by the Purchaser;

"**Date of Delivery**" means the date/s and/or time/s on which the Goods and/or Services are actually delivered and/or provided to/at the Delivery Location;

"**Defective**" means:

(a) in relation to Goods: Goods which are not in accordance with this Contract or Goods failing to perform at a satisfactory level for the Purchaser's purposes or in accordance with the level of performance typically expected of goods of a similar specification;

(b) in relation to Services: Services which are not in accordance with this Contract, are not of the standard of expected of a competent professional supplier experienced in providing the same or similar services or are not in accordance with any reasonable Direction by the Purchaser;

"**Delivery Location**" means the location specified in the Purchase Order, or as otherwise directed by the Purchaser, to where the Supplier must deliver the Goods and/or Services;

"**day**" means calendar day, unless otherwise stated;

"**Direction**" means a direction, decision, demand, determination, instruction, notice, order, rejection, or requirement of the Purchaser;

"**Goods**" means the goods, materials or products described and specified in the Purchase Order including all necessary ancillary and associated items, things, or services;

"'**Insolvency Event**" means in relation to a party, an event where any one of the following occurs: the bankruptcy, winding up or insolvency of that party; or that party enters into any scheme of arrangement or composition; or a receiver or administrator is appointed to any property of that party, but only to the extent, that the Corporations Act 2001 (Cth) does not prevent a party from terminating this Contract because of that Insolvency Event;

"**Intellectual Property**" means any intellectual or industrial property rights, whether registered or unregistered, including without limitation:

(a) all patents, trademarks, copyright, designs, trade secrets, know-how and other rights in any design, materials, processes, documents, and methods of working; and

(b) all licences and other rights to use or to grant the use of any of the foregoing.

"**Payment Claim**" means the claim for payment made by the Supplier in accordance with this Contract.

"**Price**" means:

(a) where there is a lump sum in the Purchase Order, that lump sum; or

(b) where there are rates in the Purchase Order, the sum ascertained by multiplying those rates by the quantity properly delivered and performed in accordance with this Contract; or

(c) where there are both rates and lump sums in the Purchase Order, the aggregate of the sums referred to in paragraph (a) and (b), as adjusted under this Contract.

"**Project**" means the project at which the Purchaser is carrying out its own works;

"**Purchase Order**" means the document issued by the Purchaser to the Supplier to order the Goods and/or Services and includes any specifications, drawings or other documents that may be contained or referred to therein or annexed thereto;

"**Purchaser**" means the party identified as the Purchaser in the Purchase Order;

"**Site**" means the location where the Purchaser is undertaking the Project;

"**Services**" means the services described and specified in the Purchase Order including all necessary ancillary and associated items, things, or services;

"**Special Conditions**" means provisions of the Purchase Order which are inconsistent with any term or condition of these Terms and Conditions;

"**Supplier**" means the party identified as the supplier in the Purchase Order;

"**Terms and Conditions**" means this document titled "Purchase Order Terms and Conditions";

"**Variation**" means any:

(a) change in the quantity of the Goods and/or Services including omitting any Goods or Services with a view to undertaking the supply by itself or by a third party;

(b) change in the character or quality of the Goods and/or Services; or

(c) any other change in the scope of the supply under this Contract, as directed by the Purchaser in writing and identified as a Variation.

2 INTERPRETATION

2.1 In this Contract unless a contrary intention appears:

(a) clause headings are inserted for convenience only and will not be used in the interpretation of this Contract;

(b) a reference to the word "including" and similar expressions are not words of limitation;

(c) any Special Conditions forming part of this Contract will take precedence over these "Terms and Conditions and these Terms and Conditions will take precedence over all annexures, schedules, or appendices to this Contract;

(d) references to parties, clauses, schedules, or annexures are references to parties, clauses, schedules, or annexures to, or of, this Contract and a reference to this Contract includes any schedule or annexure;

(e) a reference to this Contract or to any other agreement, deed, or document, includes respectively, this Contract or that other agreement, deed or document as amended, novated, supplemented, varied, or replaced from time to time;

(f) a reference to a person includes a reference to a firm, body corporate, an unincorporated body or other entity however constituted;

(g) a reference to a person includes a body corporate;

(h) a party includes the party's executives, administrators, successors and permitted assigns;

(i) if a party consists of more than one person this Contract binds them jointly and each of them severally;

(j) references to payments to any party shall be construed to include payments to another person upon the direction of such party;

(k) references to any legislation, or to any section or provision of any legislation, includes any statutory modification or re-enactment or any statutory provision substituted for it, and any ordinances, by-laws, regulations, and other statutory instruments issued under such legislation;

(l) where a party executes this Contract in its capacity as a trustee, a reference to that party includes any substituted or additional trustee;

(m) an obligation, covenant, representation, or warranty on the part of more than one party shall be deemed to be an obligation, covenant, representation, or warranty on the part of those parties jointly and each of them severally;

(n) the singular will include the plural and vice versa and a reference to any gender includes all genders; and

(o) a reference to dollars or $ means the lawful currency of the United States of America.

3 AGREEMENT TO SUPPLY GOODS AND/OR SERVICES

3.1 The acceptance by the Supplier of a Purchase Order constitutes a contract for the supply of the Goods and/or Services in accordance with the terms and conditions of this Contract. The Supplier agrees to supply the Goods and/or Services to the Purchaser in consideration for the Price.

4 WARRANTIES

4.1 The Supplier warrants and represents that the Purchaser will have ownership of the Goods and/or the product of the Services free of any charge, lien, encumbrance, or any other interest by a third party and that the Purchaser will have the ownership of all Intellectual Property relating to the Goods and/or Services.

4.2 In relation to Goods, the Supplier warrants and represents that the Goods:

(a) are new, of merchantable quality, are not defective, are fit for the purposes for which the Purchaser requires them and are in accordance with the requirements of this Contract;

(b) will be capable of operating satisfactorily and safely in the environment to which they will be exposed;

(c) correspond with any sample and/ or description made available by the Purchaser to the Supplier, or provided to the Purchaser by the Supplier; and

(d) are in compliance with relevant laws and regulations of any applicable Australian Standards, or the laws and regulations of the Kingdom of Cambodia where Goods and Services are purchased from a Cambodian entity or where goods and services are supplied by an Australian entity and are required to comply with the laws and regulations of the Kingdom of Cambodia.

4.3 In relation to Services, the Supplier must:

(a) perform the Services to the standard of professional care, skill, judgement, and diligence expected of a competent professional supplier experienced in providing the same or similar services;

(b) follow any reasonable direction by the Purchaser;

(c) rectify all errors and omissions in the Services, which are not caused solely by the Purchaser, at no cost to the Purchaser. If any such error or omission in the Services causes the Purchaser to incur any loss, then the Supplier must fully compensate the Purchaser for that loss; and

(d) utilise the nominated personnel to perform the Services.

4.4 The Supplier will be encompassed by and adhere to the Purchaser's management plans detailed in the Purchaser Order. The Supplier acknowledges that it has examined the management plans and is satisfied with the contents for the purposes of complying with its obligations under this Contract.

5 DIRECTIONS

5.1 The Supplier and its personnel, consultants and subcontractors must comply with the Purchaser's Directions whether oral or in writing providing that where an oral Direction is given, the Purchaser must, if requested to do so by the Supplier, confirm the Direction in writing.

6 DELIVERY OF THE GOODS AND/OR SERVICES

6.1 The Goods will be delivered to the Delivery Location on the Date for Delivery, or, if no date is specified, as soon as is reasonably possible and in accordance with any Direction given by the Purchaser. .

6.2 The Services must be:

(a) commenced immediately upon the acceptance by the Supplier of a Purchase Order or as otherwise directed by the Purchaser;

(b) completed on or before the Date for Delivery; and

(c) carried out at the Delivery Location.

6.3 The Purchaser may, at its sole discretion, amend the Date for Delivery to an earlier or later date by giving notice to the Supplier of the new Date for Delivery. The Supplier must not deliver the Goods and/or Services until the amended later Date for Delivery and is not entitled to claim any additional payments as a result of the amended later Date for Delivery.

6.4 On the Date of Delivery, the Supplier (unless otherwise directed by the Purchaser), at its expense, shall promptly unload the Goods at the area(s) of the Delivery Location as directed by the Purchaser. The Purchaser will provide suitable and safe access for delivery vehicles used by the Supplier at all times.

6.5 The Supplier must:

(a) provide to the Purchaser a detailed program for the projected supply of the Goods and/or Services and strictly abide by that program;

(b) advise the Purchaser when the Goods have been dispatched to the Delivery Location and provide the anticipated delivery time;

(c) advise the Purchaser when the Goods arrive at the Delivery Location;

(d) ensure that the Goods are undamaged upon arrival to the Delivery Location;

(e) ensure that all Goods are clearly marked and identified;

(f) ensure that any employees or contractors present at the Delivery Location observe the rules of the Delivery Location, including but not limited to any personal protective equipment requirements and all relevant safety requirements;

(g) in the event that the Goods are damaged or destroyed during delivery to the Delivery Location, indemnify the Purchaser in relation to any losses in relation to that damage or destruction;

(h) ensure that the Goods have a delivery docket attached to them at the time they are delivered to the Delivery Location that is signed by the person delivering the Goods.

(i) at the time of delivery, have the delivery docket signed by the Purchaser's representative, stating the time and date of delivery. Signed delivery dockets will be evidence of delivery only and will not constitute or be deemed to constitute acceptance of the Goods by the Purchaser.

6.6 Without prejudice and in addition to its other rights under this Contract, if the Supplier:

(a) delivers the wrong type, quantity, or quality of Goods then the Purchaser may accept or reject, entirely or in part the Goods delivered and where the Goods are to be returned to the Supplier, shall be packaged, and returned at the Supplier's expense;

(b) delivers the Goods at a time or place other than the Date for Delivery and the Delivery Location, then the Purchaser may refuse or reject the Goods, and the Purchaser may, without prior notice, procure the Goods from another supplier, and the Supplier will be liable for any additional costs incurred by the Purchaser.

7 INSPECTION AND TESTING

7.1 At any time, the Purchaser is entitled to inspect, examine, and test the Goods and/or Services. No inspection or testing, nor the results of the inspection or testing by the Purchaser will in any way relieve or reduce the obligations of the Supplier to the Purchaser under the Contract or otherwise.

7.2 At all reasonable times, the Purchaser has the right to carry out site inspections, examinations and testing at the Supplier's premises or any other premises where the Goods are being manufactured or stored.

7.3 The Supplier must:

(a) provide to the Purchaser, at the Purchaser's request, copies of all technical and quality documentation and information relating to the Goods and/or Services and all other reasonable assistance; and

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(b) ensure that the Purchaser is provided with access to the Supplier's premises or any other premises where the Goods are or were being manufactured or stored, to enable the Purchaser to inspect, examine and test the Goods and/or Services.

7.4 If the inspections, examinations, or tests show Defective Goods and/or Services, the costs incurred by the Purchaser in conducting the inspection, examination and tests will be a debt due from the Supplier to the Purchaser.

8 ACCEPTANCE AND REJECTION OF GOODS AND/OR SERVICES

8.1 If, at any time, it is apparent to the Purchaser that there are Defective Goods and/or Services, the Purchaser may, at its sole discretion:
(a) return those Defective Goods to the Supplier;
(b) direct the Supplier to rectify any omissions or defects in the Defective Goods and/or Services within a period of time determined at the Purchaser's discretion;
(c) direct the Supplier to replace the Defective Goods within a period of time determined at the Purchaser's discretion; and/or
(d) withhold any payment due to the Supplier.

8.2 In the event that the Supplier fails to comply with such a Direction within the time specified by the Purchaser, then the Purchaser may have the work of rectification, removal and/or replacement carried out by a third party(ies) and the actual cost of doing so will be a debt due from the Supplier to the Purchaser. All costs associated with repairing, reinstating, or replacing Defective Goods and/or Services, any other materials or part of the Project affected, or any other losses incidental to the failure of the Goods and/or Services, will be to the account of the Supplier.

9 TRANSFER OF TITLE AND RISK

9.1 Title in the Goods will be transferred to the Purchaser upon the earlier of:
(a) payment for the Goods by the Purchaser; and
(b) the Date of Delivery.

9.2 Risk of the Goods remains with the Supplier and only transfers to the Purchaser when the Goods are either:
(a) collected from the Supplier's premises by the Purchaser. The Goods are deemed to be collected after they have been loaded onto the Purchaser's or its agent's transport; or
(b) delivered to the Delivery Location, unloaded and the delivery docket has been signed by the Purchaser's representative.

10 PAYMENT

10.1 The Price and/or each rate making up the Price is fixed, is exclusive of VAT (unless stated otherwise) and will not be subject to adjustment for rise and fall or for exchange rate variations. Unless expressly stated in this Contract, no other sums, fees, or charges will be payable in relation to the Goods supplied or Services performed, or in relation to this Contract generally.

10.2 The Supplier must submit to the Purchaser a Payment Claim on the last day of each month. If a Payment Claim is submitted earlier than the last day of the month, then the Purchaser will deem that the Payment Claim was submitted on the last day of the month. If a Payment Claim is submitted later than the last day of the month or if it was submitted earlier than the last day of the month but is not in the form required by this clause, then the Purchaser will deem that the Payment Claim is not submitted until the last day of the following month. Each Payment Claim must:
(a) contain sufficient detail for the Purchaser to calculate the amount owing;
(b) be provided in a format approved by the Purchaser and constitute a valid tax invoice; and
(c) include all supporting documentation.

10.3 The amount payable by the Purchaser to the Supplier in relation to each Payment Claim is calculated as follows:
(a) if rates apply, by applying the rates to the quantities of Goods delivered and/or Services performed by the Supplier in accordance with this Contract, as measured by the Purchaser;
(b) otherwise, by valuing the Goods and/or Services supplied, and work completed to the date of the Payment Claim (as a proportion of the Price);
(c) by adding or subcontracting any other amounts due from one party to the other under the Contract; and
(d) by deducting retention money pursuant to this Contract.

10.4 The Purchaser must assess each Payment Claim within twenty-one (21) days of deemed submission under clause 10.2. If the Payment Claim is not assessed within time, the Payment Claim is deemed to be disputed in full.

10.5 The Purchaser must pay the Supplier the amount calculated by the Purchaser as payable in relation to the Payment Claim within the earlier of:
(a) 42 days from the day in which the Payment Claim was deemed to have been submitted;
(b) if a Security of Payment Act applies and make payment mandatory within a shorter period of time than 42 days, the last day of the mandatory payment period pursuant to the Security of Payment Act from the date the Payment Claim is deemed to have been submitted under this clause.

10.6 Following the delivery of the last Goods and/or Services, the Supplier will submit its final Payment Claim and releases the Purchaser from any liability to make any other payments (other than the final Payment Claim as assessed) to the Supplier.

10.7 Payment for the Goods and/or Services does not constitute acceptance of the Goods and/or Services but is a payment on account only.

10.8 Without limiting the Purchaser's rights under any provision in this Contract, the Purchaser may deduct from any sums due to the Supplier (including in respect of a Payment Claim or any retention) any sum which the Purchaser asserts is or may become payable by the Supplier to the Purchaser, whether or not:
(a) the Purchaser's right to payment arises by way of damages (whether liquidated or unliquidated), debt, restitution or otherwise; or
(b) the factual basis giving rise to the Purchaser's right to payment arises out of this Contract, any other Contract, or is independent of any Contract.

Nothing in this clause will affect the right of the Purchaser to recover from the Supplier the whole of any such sum or any balance that remains owing.

11 VARIATIONS

11.1 The Purchaser may, at any time, issue a Variation and the Supplier must perform the Variation. The Supplier must provide an estimate of the cost of the Variation and the impact on the Date for Delivery within seven days of a Variation issue by the Purchaser.

11.2 If the Supplier considers that a Direction from the Purchaser is a Direction for a Variation but which does not comply with the formal requirements of a Variation, in order to have any entitlement arising from the Direction, the Supplier must, within seven days of the Direction and before commencing work pursuant to the Direction, notify the Purchaser in writing that the Supplier considers the work is a Variation together with an estimate of the cost of the Variation and the impact on the Date for Delivery.

11.3 Where the Purchaser issues a Variation, the Price will be altered by an amount calculated in the following order or priority:
(a) to the extent that the parties have agreed the amount of the alteration, then the amount agreed;
(b) to the extent that this Contract provides for the amount of the alteration, then that amount;
(c) to the extent that the rates contained in this Contract apply, by applying those rates to the quantities properly supplied in accordance with this Contract;
(d) failing any of the above being applicable, then by the amount reasonably assessed by the Purchaser.

11.4 To have any entitlement to any extra payment or for an extension of time as a consequence of performing a Variation or the Goods or Services the subject of a Direction which it considers to be a Direction for a Variation, the Supplier must strictly comply with the requirements of this clause 11.

12EXTENSION OF TIME

12.1 The Purchaser may, by notice in writing to the Supplier, extend the Date for Delivery. The Purchaser is not under any circumstances obliged to exercise this discretion reasonably or for the benefit of the Supplier. The Supplier is not entitled to claim any additional payments as a result of the later Date for Delivery.

12.2 The Supplier is only entitled to an extension to the Date for Delivery when:
(a) the Supplier can demonstrate that it actually has been or will be delayed in achieving the Date for Delivery by a Variation or any act or omission by the Purchaser, the Purchaser's other subcontractors, agents, consultants, or employees;
(b) the cause was beyond the reasonable control of the Supplier;
(c) the Supplier has not contributed to the cause and taken all reasonable steps to mitigate the effect of the delay; and
(d) the Supplier has given all notices strictly in accordance with the requirements of this clause.

12.3 Where one period of delay has more than one cause, and if one or more of those causes is not a cause for which the Supplier is entitled to claim an extension of time, the Supplier will have no entitlement to an extension of time for that period of delay.

12.4 Where the Supplier wishes to make a claim for an extension of time then it must give a notice in writing to the Purchaser within seven (7) days of the commencement of the cause of the delay which provides full detailed particulars of the cause of the delay, how that cause has delayed or will delay it from achieving the Date for Delivery, the period of the delay (including the dates of commencement and, if applicable, conclusion of the delay) and the extension of time claimed.

12.5 The Purchaser will determine the period of any extension of time to the Date for Delivery to which the Supplier is entitled as a consequence of the alleged cause of the delay. A failure of the Purchaser to grant a reasonable extension of time will not cause the Date for Delivery to be set at large.

12.6 The Supplier's sole remedy for delay shall be an extension of time to the Date for Delivery as provided in this Contract and the Supplier shall not be entitled to any costs, losses, expenses, or damages as a result of or in connection with any delay or extension of time.

12.7 Except as provided in this clause, the Supplier will have no entitlement to claim any extension of time or any costs in relation to delay or disruption.

13 LATE DELIVERY

13.1 The Supplier indemnifies the Purchaser from any loss, cost, damage, or expense suffered or incurred by the Purchaser by reason of the Goods and/or Services not being delivered by the Date for Delivery.

14 ACCESS

14.1 The Supplier acknowledges that if the Supplier enters the Site or any other premises, the Supplier must take all measures necessary to protect people and property, avoid unnecessary interference with the passage of people and vehicles and prevent nuisance and unnecessary noise and disturbance.

14.2 The Supplier must ensure that its employees, representatives, and agents act in a safe and lawful manner and that they comply with all relevant safety legislation and with the Purchaser's safety standards and policies when they are on the Site or on any other premises.

14.3 The Purchaser is not responsible for any damage done to the Supplier's property or to that of any of the Supplier's employees, representatives, or agents or for any personal injury sustained by any of the Supplier's employees, representatives or agents occurring on the Site or any other premises. The Supplier unconditionally and irrevocably releases the Purchaser from that responsibility and indemnifies the Purchaser against any loss or damage which the Purchaser or any of the Purchaser's related affiliates or other corporate organizations suffer as a result of any third party bringing an action against the Purchaser or against any of the Purchaser's related bodies corporate in respect of any such circumstances.

15 HEALTH AND SAFETY

15.1 The Supplier must provide to the Purchaser, Material Safety Data Sheets (MSDS) and identify potential hazards in the use and application of material substances prior to or on delivery of the Goods. Such information must include measures and precautions to be taken in storing and handling the Goods.

15.2 Where plant and equipment is supplied by the Supplier to the Purchaser, the Supplier must ensure:
(a) the plant and equipment is in safe working order, repair and condition and complies with current occupational health and safety legislation or codes of practice; and
(b) a compliance certificate is provided by the Supplier to the Purchaser confirming that the plant and equipment is in compliance with current occupational health and safety legislation or codes of practice; and safe operating instructions are provided, and operators have received an induction in the safe use of the plant and equipment.

16 INDEMNITY AND LIABILITY

16.1 The Supplier will be liable for and must indemnify the Purchaser and keep the Purchaser indemnified from and against any liability and any loss or damage of any kind whatsoever arising directly or indirectly from or in connection with the Goods and/or Services, the supply of the Goods and/or Services and this Contract, except to the extent that any liability, loss or damage is solely and directly caused by the Purchaser's wilful misconduct or negligence.

16.2 The provisions of this clause will survive the expiration or termination of this Contract.

16.3 Every exemption, limitation, defence, immunity, or other benefit contained in this Contract to which the Purchaser is entitled will also be held by the Purchaser's personnel.

16.4 It is not necessary for the Purchaser to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

16.5 Notwithstanding any other clause in this Contract, the Purchaser's aggregate liability whether under or for breach of this Contract, or at law or in equity, will be limited (to the extent permitted by law) to the greater of the:
(a) Price; or
(b) proceeds (if any) of any relevant insurance coverage maintained by the Purchaser under this Contract less the amount of any deductible paid by the Purchaser in relation to that coverage.

16.6 Notwithstanding any other provision in this Contract and to the full extent permitted by law, the Purchaser will not be liable to the Supplier, on any basis (including negligence, tort, contract, statute or otherwise), for any loss of profits, loss of business, loss of revenue, loss of goodwill, cost of capital, loss of use of property, loss of anticipated saving, increase in capital costs, increase in operating costs or any other financial or

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economic loss or indirect, special, incidental, or consequential loss or consequential damage arising under or in connection with this Contract.

16.7 It is agreed that to the extent permitted by law the operation of Part 1F of the Civil Liability Act 2002 WA (and any equivalent statutory provision in any other State or Territory) is excluded in relation to any claims brought by the Purchaser against the Supplier in connection with this Contract whether such claims are sought to be enforced in contract, tort or otherwise.

17 INSURANCE

17.1 The Supplier must effect and maintain the following insurance policies for the duration of the Contract:

(a) if the Supplier is responsible for transporting the Goods or any other items, transit insurance covering damage to Goods and any other items to be incorporated or used in relation to the Goods, while in transit;

(b) public liability insurance that provides cover of at least $10 million per event in relation to liability arising out of personal injury, death, disease or illness or liability to third parties for loss or damage to property caused by or in connection with the Goods and/or Services or otherwise in relation to the Supplier's performance of this Contract;

(c) workers' compensation insurance against its liability to its employees or persons deemed to be employees as required under any applicable legislation or common law; and

(d) if the Supplier must carry out any design work or other professional services, professional indemnity insurance that provides cover of at least [$1 million] per event that covers any liability of the Supplier in respect of a breach of duty owed by the Supplier in the course of the performance of the Supplier's business or profession, whether as a result of Contract, negligence or otherwise and misleading or deceptive conduct.

17.2 If the Supplier fails to comply with any provisions relating to insurance, the Purchaser may, but is not obliged to, effect, renew, or pay the premium due in respect of the relevant insurance policies, and may recover the cost of doing so as a debt due from the Supplier.

17.3 Compliance with all provisions relating to insurance is a condition precedent to payment. The Purchaser shall not be in breach of this Contract should payment be delayed or withheld due to the Supplier's non-compliance with such provisions.

17.4 In relation to each insurance policy referred to in this clause, the Supplier must:

(a) with the exception of the professional indemnity policy (if it is required), the Supplier must cover the Purchaser's entire liability for claims arising from or connected with the performance of the supply of Goods and/or Services under this Contract;

(b) with the exception of the professional indemnity policy (if it is required), ensure all insurances required to be taken out pursuant to this clause shall be treated as primary insurances which will be required to respond in priority to any insurance taken out by the Purchaser or the principal in respect of the same or similar risk; any deductible under any insurance taken out by the Supplier shall be borne wholly by the Supplier;

(c) with the exception of the professional indemnity policy (if it is required), require its insurers to name the principal, the Purchaser and their officers, employees, and agents and to include a cross liability provision stipulating that such insurances shall apply as though separate policies had been issued to each insured;

(d) with the exception of the professional indemnity policy (if it is required), if the Purchaser is not a named insured, cause its insurers to waive all rights of subrogation against the Purchaser in respect of any claim arising out of the insurance policies;

(e) provide to the Purchaser, as soon as practicable or following any request from the Purchaser, certificates of currency, the terms, and conditions of each of the insurance policies and any other evidence of the insurance policies that the Purchaser reasonably requires; and

(f) provide the Purchaser with a copy of any notice, cancellation, non-renewal, or material alteration given by the insurer within 24 hours of receipt.

18 DEFAULT

18.1 In addition to any other rights that the Purchaser has under this Contract or at law, if the Supplier commits a breach of any obligation in this Contract which, in the Purchaser's opinion is capable of remedy, the Purchaser may give the Supplier a written notice of default. A notice provided under this clause must specify the breach and the date by which the Supplier must rectify the breach.

18.2 Time is of the essence and if the Supplier has not performed any of its obligations under this Contract within the prescribed time periods, the Purchaser is entitled, at its sole discretion, to treat such a breach as a breach which is not capable of remedy.

18.3 If:

(a) the Supplier fails to rectify the default within the time specified in a notice given under clause 18.1;

(b) the breach is, in the Purchaser's opinion, not capable of being remedied; or

(c) an Insolvency Event occurs in relation to the Supplier, the Purchaser may, by notice in writing, do either or both of the following:

(d) suspend payments due or which may become due under this Contract; and

(e) either:

(i) immediately take over the incomplete Goods and/or Services and the Supplier's plant and equipment at the Site, and at its option have the Goods and/or Services completed and delivered by itself or others; or

(ii) terminate this Contract, in which case the respective rights and liabilities of the parties will be the same as they would be at common law if the Supplier had wrongfully repudiated the Contract.

18.4 If the Purchaser exercises the power in clause 18.3(e)(i) then, when the Goods and/or Services have been completed and delivered and when anything else the Supplier was obligated to undertake pursuant to this Contract has been done, the Purchaser must calculate the difference between:

(a) the additional cost of having the Supplier's obligations completed by itself or others, and any other loss, cost, damage, or expense suffered or incurred by reason of the Supplier's default; and

(b) the amount of suspended payments and security (including any retention) called on by the Purchaser.

18.5 If the calculation results in a shortfall to the Purchaser, the Supplier must pay the amount of the shortfall to the Purchaser within seven days of a written demand for payment.

18.6 If the Purchaser commits a substantial breach of this Contract the Supplier may give the Purchaser a written notice of default. A notice provided under this clause must specify the breach and the date by which the Purchaser must rectify the breach, which must not be earlier than 28 days from the date of the notice. If the Purchaser does not remedy the breach within the required period, the Supplier may terminate the Contract by notice immediately. The Supplier will have no right to terminate the Contract unless it has strictly complied with this clause. The Supplier has no other rights for the Purchaser's breach of this Contract other than under this clause. The agreed interest rate on any late payments by the Purchaser is 2% simple interest per annum.

18.7 Subject to clause 25.2, if it is determined that a termination of this Contract by the Purchaser is wrongful, such termination will be deemed a termination for convenience under clause 19 and the Supplier's rights and remedies upon termination will be limited to those set out under clause 19.

19 TERMINATION BY PURCHASER

19.1 Subject to compliance of clause 25.2 where applicable, the Purchaser may in its absolute discretion terminate the Contract, in whole or in part, by providing notice to the Supplier.

19.2 Upon receipt of the notice of termination, the Supplier must not place any further orders for Goods or incur any further liabilities for the purposes of the Contract and comply with any Directions contained in the notice of termination.

19.3 In the event of termination of the Purchaser, the Supplier may only claim payment from the Purchaser for any Goods and/or Services supplied in accordance with the Contract at the date of termination and not included in any previous payment.

19.4 No action taken by the Purchaser under this clause will operate to prejudice the rights, remedies, powers, authorities and discretions of the Purchaser and the accrued liabilities of the Supplier (all of which must continue in full force and effect as if there had been no such termination) with respect to the Goods and/or Services that are completed and delivered in accordance with the Contract.

20 VALUE-ADDED TAX

20.1 In this clause VAT means Value-Added Tax within the meaning of the applicable legislation (as amended) and terms which are defined in that Act have the same meaning as those terms have in that Act.

20.2 Unless otherwise expressly stated, the Price and any other amounts due to the Supplier are exclusive of VAT.

20.3 In addition to any payment obligation of the Purchaser for a taxable supply in connection with this agreement, the Purchaser must pay to the Supplier the VAT payable by the Supplier on any taxable supply under this Contract.

20.4 If this Contract requires a party to pay for, reimburse or compensate against any expense or liability (reimbursable expense) incurred by the other party (payee) to a third party, the amount to be paid, reimbursed, or compensated is the amount of the reimbursable expense net of any input tax credit to which the payee is entitled in respect of the reimbursable expense (net amount).

21 CONFIDENTIALITY

21.1 The Supplier must not, and must ensure that each of its sub-contractors does not, without the express prior written consent of the Purchaser, divulge to third parties or use for their own or any other purposes:

(a) any information relating to the Project; and

(b) any information relating to the Goods and/or Services, unless that information has been published or made available to the public at large, other than due to a breach of an obligation of confidentiality.

22 ASSIGNMENT AND SUBCONTRACTING

22.1 The Supplier will not subcontract or engage any sub-supplier or at any time purport to charge, assign or encumber this Contract without the prior consent in writing of the Purchaser and then only on such terms as the Purchaser in its discretion will approve.

23 CLAUSES SURVIVING TERMINATION

23.1 All provisions of this Contract, whether express or implied, which:

(a) are expressed to survive expiry or termination of this Contract;

(b) by their nature ought to survive expiry or termination of this Contract;

(c) are ancillary to the main purpose of the Contract;

(d) regulate a defaulting party's obligation to pay compensation to the other party;

(e) given effect to the provisions of this clause; survive expiry or termination of this Contract and are enforceable at any time at law.

24 MODERN SLAVERY

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its supply chain have not been convicted of any offence involving modern slavery.

The Supplier must immediately notify the Customer if it becomes aware of any actual, potential, or perceived modern slavery in its operation or its supply chain.

The Supplier warrants that it and its supply chain will conduct their business in a manner so as to reduce the risk of modern slavery in their operations and supply chains.

25 GENERAL

25.1 Where the Purchaser is engaging an Australian entity with a valid ABN or ACN. this Contract is governed by the laws of the State or Territory from which the Goods or Services are supplied to the Purchaser and the parties submit to the exclusive jurisdiction of the courts of that State or Territory.

25.2 Where the Purchaser is engaging a Cambodian entity, this Contract is governed by the laws of the Kingdom of Cambodia, except where explicitly provided otherwise within this Contract. The parties submit to the exclusive jurisdiction of the courts of that State or Territory.

26.3 Unless otherwise stated in this Contract, none of the terms and conditions of this Contract will be varied, waived, discharged, or released either at law or equity, except with prior consent, in writing by both Parties. Any waiver provided in writing is limited to the relevant specified instance and is not a general waiver.

25.4 Every provision of this Contract shall be deemed to be severable and if any provision of this Contract shall be void or illegal or unenforceable for any reason then the same shall be deemed to be severed and omitted here from and this Contract with such provision thus severed and omitted and with such consequent amendment as may be necessary shall otherwise remain in full force and effect.

25.5 This Contract constitutes the entire, final, and concluded agreement between the parties in respect of the Goods and/or Services. Subject to the other express terms of this Contract, no prior or subsequent representation, quotations or terms and conditions (whether verbal or in writing) by the Purchaser or the Supplier, or any of their respective employees or agents, will bind the Parties. The Supplier warrants that it did not rely upon any the Purchaser provided information, representations, or statements for the purposes of entering into this Contract and that it did so upon its own investigations and determinations. To the extent that the Supplier's terms and conditions are supplied with Goods and/or Services the subject of a Purchase Order, the Supplier's terms and conditions shall be of no legal effect and shall not constitute part of the contract for supply and purchase of those Goods and/or Services.

25.6 The Supplier is an independent contractor of the Purchaser, and this Contract does not constitute a partnership or a joint venture, agency or mandate relationship or employment relationship between the Parties or authorise a party to assume or create any obligations on behalf of another party except as specifically permitted under this Contract.

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26 ANTI-BRIBERY AND CORRUPTION

26.1 The Supplier represents, warrants, and agrees that neither the Supplier, any of its related entities nor the Supplier's Personnel authorised, offered, promised, or gave or will authorise, offer, promise, or give anything of value to:

26.1.1 any:

(a) individual who is employed by or acting on behalf of an authority, government, government-controlled entity, or public international organisation;

(b) political party, party official or candidate;

(c) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or

(d) individual who holds himself out to be the authorised intermediary of any person specified in paragraphs (a), (b) or (c) above (each, a **"Government Official"**),

in order to influence official action relating to either, or both, the Purchaser or the Purchase Order;

26.1.2 any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality, or trust ("acting improperly") in relation to either, or both, the Purchaser, or the Purchase Order, to reward the person for

acting improperly or in circumstances where the recipient would be acting improperly by receiving the thing of value; or

26.1.3 any other person while knowing, or while he or she ought reasonably to have known, that all or any portion of the money or other thing of value that was authorised, offered, promised, or given or will be offered, promised, or given to:

(a) a Government Official in order to influence or reward official action relating to either, or both, the Purchaser, or the Purchase Order; or

(b) any person in order to influence or reward such person for acting improperly.

26.2 may terminate the Contract for default, if the Supplier breaches this clause 24 or any applicable Anti-corruption Laws in performing its obligations under the Purchase Order.

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