

1. INTERPRETATION

The following definitions apply in these terms.

Anti-Bribery and Corruption Laws means any relevant trade sanctions, anti-money laundering and anti-bribery and corruption laws applicable to the Seller.

Applicable Laws mean all applicable laws, regulations, policies, industry standards and codes and all applicable requirements of any Government Agency.

Business Day means any day other than a Saturday, Sunday or public holiday in Brisbane or 27, 28, 29, 30 and 31 December.

Buyer means Ensham Resources Pty Ltd ABN 23 011 048 678.

Goods means the products specified in this Order, except in a context where "Goods" means products specified in any quotation of the Seller. The supply of Goods under the Order may include both the purchase of Goods and/or the hire of Goods, as specified in the Order.

Government Agency means a government or government department or a court, port, transport or local authority or a person (whether autonomous or not) responsible for the administration of an applicable law, in Australia or elsewhere.

GST means the goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act 2001 (Cth)) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

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

Modern Slavery Laws means all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2018 (Cth).

Order means the purchase order issued by the Buyer, these terms and conditions, any specification issued by the Buyer and any other documents identified by the Buyer in the purchase order as forming part of the purchase order.

PPSA means the Personal Property Securities Act 2009 (Cth).

Security Interest means:

- (a) a security interest that is subject to the PPSA;

- (b) any other mortgage, pledge, lien or charge; or
(c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Seller means the person supplying the Goods and/or Services to the Buyer.

Services means the services specified in this Order, except in a context where "Services" means services that are specified in any quotation of the Seller.

2. GENERAL

2.1 Except as expressly stated in this Order, these terms apply to any agreement for the sale of Goods and/or provision of Services by the Seller to the Buyer.

2.2 The terms and conditions of this Order embodies the entire understanding of the parties and constitutes the entire agreement by the parties. This Order supersedes any prior written or other agreement between the parties for the sale of Goods and/or provision of Services by the Seller to the Buyer.

2.3 Both parties acknowledge that the Seller is not the Buyer's agent, employee, partner or joint venturer.

2.4 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

3. OFFICIAL PURCHASE ORDERS

3.1 The Buyer will not be bound by any Order unless it is issued by the Buyer on its official Order form.

3.2 The Buyer may return at the Seller's expense and risk any goods delivered that are not covered by an Order or by any written variation, including any quantity of goods greater than the quantity specified in the Order.

4. VARIATION OF PURCHASE ORDERS

4.1 The Buyer may vary an Order in writing at any time.

4.2 The Seller may claim any reasonable additional costs incurred as a result of the Buyer's variation, or claim any reasonable variation to the date for the delivery of the Goods or the completion of the Services needed as a result of the Buyer's variation, but any claim must be made in writing (accompanied with evidence, satisfactory to the Buyer, of the costs incurred in respect of any claim in relation to additional costs) within 7 days of the Buyer requiring the variation, and any claim outside that time limit is absolutely barred.

5. STATUTORY REQUIREMENTS AND SPECIFICATION

The Seller must ensure that the Goods and/or Services and their design, performance, fabrication, testing, packaging, loading on transport, delivery (and installation and commissioning when specified) are in accordance with the Buyer's specification and with all Applicable Laws and all applicable requirements of any Government Agency.

6. PRICE AND PAYMENT

6.1 The price shown in an Order is fixed and firm.

6.2 All prices are in Australian dollars.

6.3 All prices are inclusive of GST (unless the Order states that the price is exclusive of GST).

6.4 The Seller must address invoices as shown on the Order.

6.5 The Seller must state in the invoice:

- (a) the Order number;
- (b) the invoice number;
- (c) description of the Services provided;
- (d) price for the Services provided;
- (e) the GST exclusive price for Services, the total amount of GST payable, and the GST inclusive price for the Services;
- (f) that the invoice is a valid tax invoice for GST purposes under the GST Law; and
- (g) other any details the Order requires to be stated in the invoice.
- 6.6 The Seller must provide the Buyer with satisfactory evidence to enable the Buyer to verify the amount of the invoice (including any information reasonably requested by the Buyer).
- 6.7 Subject to clause 6.8, the Seller may only submit an invoice to the Buyer upon the later to occur of:
- (a) the delivery of the Goods in accordance with the Order;
- (b) (unless the Order states that progress payments are to be made) the completion of the Services; or
- (c) where progress payments are to be made for the provision of Services, on the last Business Day of each calendar month for Services performed by the Seller in that month.
- 6.8 If applicable, the Buyer and the Seller agree that the date prescribed by this clause 6.8 as the date on which the Seller may serve its invoice:
- (a) is, for the purposes of section 70 of the Building Industry Fairness (Security of Payment) Act 2017 (QLD), the reference date (as defined in section 67 of that Act; and
- (b) is the date prescribed for the purposes of clause 13(1B) of the Building and Construction Industry Security of Payment Act 1999 (NSW).
- 6.9 If the Goods and/or Services provided by the Seller comply with the Order and an invoice has been prepared and submitted in accordance with the Order, the Buyer must pay each invoice within 30 days from the date of invoice, except where the Buyer disputes the invoice in which case the Buyer will pay the undisputed part of the relevant invoice (if any) and dispute the balance in accordance with clause 29. A dispute in respect of an invoice must be made within 10 Business Days of the date that the relevant invoice is served on the Buyer. If the resolution of the dispute determines that the Buyer is to pay an amount to the Seller, the Buyer will pay that amount to the Seller within 30 days of the date of the determination.
- 6.10 Unless otherwise specified, the price includes one set of standard instructions. The Seller must on request by the Buyer supply further copies of instructions and certified outline drawings for the Goods and/or Services on payment of the Seller's reasonable copying charges.
- 6.11 The price is inclusive of all costs incurred by the Seller in the supply of the Goods and/or Services including all charges for packing, packaging, storage, insurance, transit and delivery of the Goods in accordance with the terms of this Order and the cost of any items used or supplied in conjunction with the Services.
- 6.12 The Buyer's communication to the Seller that it disputes an invoice submitted by the Seller shall be taken to be the payment schedule for the purpose of the Building Industry Fairness (Security of Payment) Act 2017 (Qld) or the Building and Construction Industry Security of Payment Act 1999 (NSW), as applicable (whether or not it is expressly stated to be a payment schedule).
7. INSPECTION DURING MANUFACTURE
- 7.1 The Seller must supply manufacturing schedules and progress reports to the Buyer at the cost of the Seller as requested by the Buyer.
- 7.2 The Buyer may itself or through an agent:
- (a) inspect all or part of work specified in an Order (including any work sub-contracted by the Seller) prior to and during manufacture of Goods until final acceptance of Goods by the Buyer; and
- (b) reject any work which does not comply with the terms applying to the sale.
8. PACKAGING AND LABELLING
- 8.1 The Seller must ensure that, and is liable for any loss or damage caused if it does not ensure that:
- (a) Goods are suitably packed to avoid damage during loading, transit, delivery, unloading or storage, having regard to the road and climatic conditions through which the Goods will pass; and
- (b) Goods are packed and transported in accordance with any applicable regulations and industry codes and any reasonable safety or environmental requirement of the Buyer.
- 8.2 The Seller must pay any increase in freight charges arising from the Seller's failure to follow any transport instruction in this Order or to properly describe the goods being transported.
- 8.3 The Seller must assist the Buyer in obtaining documents or information required for the resolution of any transport dispute.
- 8.4 Packages and loose pieces must be clearly marked as shown on the face of this Order and must indicate gross weight.
- 8.5 The Seller must label all packages in accordance with the requirements of all relevant laws.
9. DANGEROUS GOODS
- 9.1 When dealing with dangerous or hazardous goods that form part of the Goods, the Seller must comply with all Applicable Laws.
- 9.2 All Goods which are dangerous or hazardous Goods must be clearly marked with or accompanied by all information required by any Applicable Laws such as the UN Number, Class Number and the Packing Group and must be accompanied by the appropriate manifest and emergency procedure guide and safety data sheets.
- 9.3 If the Seller is providing any Goods that comprise an aluminium alloy component of plant or equipment that may be taken underground, the Goods must be provided with a certificate of conformity or evidence to prove the content of the alloy to demonstrate that it does not exceed the maximum content of 6% magnesium and titanium. No aluminium alloy is to be used:
- (a) on plant or equipment underground if it contains more than 6% by mass of combined magnesium and titanium; or

- (b) in the external rotating or reciprocating parts of any plant or equipment underground if it contains more than 0.6% by mass of combined magnesium and titanium.
10. DELIVERY DOCUMENTATION
The Seller must clearly mark all delivery documents with the Order number and must ensure those documents accompany the Goods to the place of delivery specified in this Order.
11. DELIVERY AND PERFORMANCE
- 11.1 Unless otherwise agreed by the Buyer and the Seller in writing, the Seller must deliver all Goods:
- (a) free of carriage and handling charges to the place of delivery specified in this Order; and
- (b) on the delivery date specified in this Order.
- 11.2 Unless otherwise agreed by the Buyer and the Seller in writing, the Seller must perform the Services by the date specified in this Order.
- 11.3 To the extent the Goods supplied under the Order are for hire and not for purchase, the Seller must collect the hired Goods at the location and on the date specified in the Order. Unless otherwise stated in the Order, the Seller will bear the cost of mobilisation and demobilisation of any hired Goods to and from the site or location specified in the Order.
12. RISK AND TITLE
- 12.1 The Goods remain at the Seller's risk until they are delivered to, unloaded and (if applicable) installed at the place for delivery, at the date and time for delivery (if applicable), specified in this Order.
- 12.2 The Seller must insure the Goods for full replacement value up until delivery or (if applicable) until they are installed at the place of delivery specified in this Order.
- 12.3 Subject to clause 12.6, title to the Goods passes to the Buyer on delivery.
- 12.4 The Seller must not claim any Security Interest over the Goods and must defend and indemnify the Buyer against any claim of Security Interest over the Goods.
- 12.5 The Seller must do all things (including executing all documents at any time) and provide all information reasonably required by the Buyer to enable the Buyer to lawfully register any charge or other interest in the Goods (including registration on the Personal Property Securities Register established under the PPSA) so as to ensure the Buyer's rights under this Order are not adversely affected.
- 12.6 The Seller must promptly do anything the Buyer requires to ensure that the Buyer's Security Interest is a perfected Security Interest and has priority over all other Security Interests. To the extent the Goods supplied under the Order are for hire and not for purchase, title in the Goods will remain with the Seller for the duration of the hire. The risk in the Goods will pass back to the Seller upon the Seller commencing collection of the hired Goods at the location and on the date specified in the Order.
- 12.7 The Buyer acknowledges and agrees that the Seller may take all necessary steps, including but not limited to registering a Security Interest under the PPSA which the Seller has over the hired Goods and the Buyer will do anything reasonably necessary to ensure that the Seller can perfect, register and enable its rights under the PPSA.
13. PROPERTY IN GOODS PART PAID FOR
- 13.1 If prior to delivery the Buyer pays to purchase Goods or makes a part payment for the Goods, property in the Goods (or if the Goods are incomplete, property in the partly completed Goods and any materials and parts to be used in their manufacture or assembly and then on hand) passes to the Buyer, and the Seller must clearly mark them with the Buyer's name and the Order number.
- 13.2 If the Buyer considers that the Seller has failed, or indicated that it may be unable, to fulfil any obligation under the terms applying to the Order (including delivery of the Goods by the delivery date and performance of the Services by the date specified in this Order), and there is no bona fide dispute about this between the parties, the Buyer or its agent may at any time enter the Seller's land or premises and remove the Goods and any materials or parts to which the Buyer has title (subject to the Seller's reasonable site access requirements).
14. TIME
- 14.1 Time is of the essence for the performance of the Order by the Seller.
- 14.2 The Seller must advise the Buyer in writing immediately if the Seller foresees any delay in performance of this Order. The Seller must take all steps (at its own cost) to minimise any delay.
- 14.3 If the Seller does not perform its obligations in a timely fashion, the Buyer may, in addition to any other right, require the Seller to do, at the Seller's expense, whatever is needed to ensure delivery of the Goods and/or performance of the Services on or as close to the specified date as possible, for example, by paying premium freight charges or undertaking work outside of ordinary operating hours.
15. INSPECTION AND REJECTION OF GOODS AND/OR SERVICES
- 15.1 If the Buyer pays for the Goods before they arrive at the place of delivery specified in the Order, the Goods are ordered subject to inspection by the Buyer upon arrival.
- 15.2 The Buyer must have a reasonable time to inspect the Goods after delivery and/or the Services after their performance. The signing of delivery receipts or payment of invoices before inspection does not constitute acceptance of the Goods or the Services.
- 15.3 If upon inspection the Goods and/or the Services do not comply in every way with the terms applying to the Order, the Buyer may at its option (in its absolute discretion) either:
- (a) reject the Goods; or
- (b) require the Seller, at no cost to the Buyer, to make good within 5 Business Days of a demand, any loss, damage or defect in the Goods and/or the Services to the satisfaction of the Buyer.
- 15.4 The Seller acknowledges that:
- (a) no inspection by the Buyer during the manufacture of the Goods or prior to their dispatch will affect the Seller's warranties in respect of the Goods; and
- (b) the Buyer is not taken to have accepted any Goods and/or Services merely because the Buyer has inspected or examined them.
- 15.5 Even after the Buyer has paid for any Goods and/or Services, the Buyer may claim against the Seller for unsatisfactory, defective or damaged Goods and/or Services.
- 15.6 If there is a shortfall in the quantity of Goods delivered, the Buyer may either (in its absolute discretion):

- (a) require the Seller to credit the Buyer for the shortfall; or
- (b) within 5 Business Days of delivery require the Seller to deliver the outstanding Goods, which the Seller must promptly do at its own cost.
16. HIRED GOODS
- 16.1 This clause 16 only applies to hired Goods under the Order (if any).
- 16.2 Unless otherwise specified in the Order, the Buyer will perform all daily/routine checks required for the use of hired Goods as specified in any manuals provided to the Buyer with the Goods on delivery.
- 16.3 To the extent any daily/routine checks or inspection shows any defect or failure in the Goods or a need for repair, the Buyer will notify the Seller and the Seller must promptly repair such Goods in accordance with clause 16.4.
- 16.4 Unless otherwise specified in the Order, the Seller must perform all services, maintenance and repairs of the hired Goods (or replace such Goods or parts of such Goods, to the extent necessary) to ensure the Goods are in good repair and comply with all applicable warranties in clause 17.
- 16.5 All services and maintenance will be performed in accordance with any Applicable Laws at times agreed with the Buyer.
- 16.6 The hire fee for the Goods will not be payable for the period the Goods are not used by the Buyer as a result of the need for repairs or the failure of such Goods to comply with the requirements of this Order (including the applicable warranties in clause 17).
- 16.7 The Seller must collect the hired Goods from the location they were delivered to (or other location specified in the Order) at the expiry of the hire term specified in the Order at the cost of the Seller (unless otherwise specified in the Order).
- 16.8 Subject to the Seller's compliance with its maintenance and repair obligations in this clause 16, the Buyer will return the hired Goods in the condition they were delivered in, subject to fair wear and tear.
17. WARRANTIES
- 17.1 The Seller represents and warrants that:
- (a) the Seller has good title to the Goods and that they are free from all Security Interests and other encumbrances other than any Security Interest that arises in favour of the Buyer under this document;
- (b) the Buyer will have the right to undisturbed possession of the Goods;
- (c) the Goods correspond to their description and to any sample or demonstration model (if applicable);
- (d) the Goods and/or Services conform in every way with any relevant specification including (without limitation) any performance requirement for the Goods or Services identified in the specification;
- (e) the Goods and/or Services comply with any Applicable Laws (including the Building Code of Australia and the standards of the Standards Australia) and all applicable requirements of any Government Agency;
- (f) the Goods are of good and merchantable quality;
- (g) the Goods are new (unless otherwise specified);
- (h) the Goods and/or Services are free from defects in materials, workmanship and design;
- (i) the Services and the results of the Services will be rendered with due care and skill and be of high quality and workmanship and otherwise satisfactory to the Buyer;
- (j) the Seller holds and maintains all licences, approvals and permits required in order for it to supply the Goods and/or provide the Services;
- (k) the Goods and/or Services are fit for the Buyer's purpose or if the Buyer's purpose is not known, for all purposes for which the Goods and Services are commonly used;
- (l) the Goods and their packaging and labels:
- (i) are safe and are not a risk to health; and
- (ii) comply with the requirements of all Applicable Laws;
- (m) the information about the Goods given by the Seller to the Buyer at any time (for example, in manufacturer's booklets, or promotional material) is complete and accurate and is not misleading or deceptive or likely to mislead or deceive; and
- (n) in entering into and performing its obligations under this document the Seller has not breached, and will not be in breach of, any Applicable Law or obligation owed to another person.
- 17.2 The Seller must, within a reasonable period notified by the Buyer, remedy any defect, error or omission in the Goods which arise within 1 year of the date that the Buyer puts the Goods into service or within 18 months of the date of delivery and/or the completion of installation of the Goods, whichever is earlier. The Seller must, within the reasonable period notified by the Buyer, remedy any defect, error or omission in the Services, which arise within the 1 year period commencing on the date of completion of the Services.
- 17.3 If the Seller fails to remedy any defect, error, omission or default in the Goods or the Services within the reasonable period specified in accordance with clause 17.2 or to the Buyer's reasonable satisfaction, the Buyer may remedy that defect, error, omission or default and any costs incurred by the Seller in doing so shall be a debt due and owing by the Seller to the Buyer.
- 17.4 This Order does not exclude or in any way limit other warranties in the terms applying to the Order or implied by law.
- 17.5 The Seller must provide or procure for the Goods and/or Services, all usual warranties and all trade warranties, and any warranties, which the Buyer specifically requests.
- 17.6 The parties agree that the provisions of the Vienna Convention on the Sale of Goods are expressly excluded from the Order and do not apply to the Order or to any materials, plant or equipment supplied as part of the Works.
18. PERFORMANCE OF THE SERVICES
- 18.1 The Seller must, in providing the Services or performing works in connection with the installation, fitting, delivery, hire or commissioning of the Goods:
- (a) ensure the Services or works are performed diligently, competently, with due care and skill and in a proper and professional manner;
- (b) supply all labour, tools, equipment and materials needed to complete the Services or works;

- (c) co-operate, liaise and co-ordinate the Services with the Buyer's operations and any other parties providing Goods and Services to the Buyer so as to not interfere with, impede or delay any other work in progress on the Buyer's premises or site;
- (d) indemnify the Buyer against any loss, damage, claim or liability in connection with the performance of the Services or works or the presence of the Seller's employees, contractors or agents on the Buyer's premises;
- (e) obtain and comply with every permit, licence and approval, and give every notice, required to comply with all Applicable Laws;
- (f) comply with, and ensure that the Seller's employees, agents and contractors comply with, the Buyer's site procedures including its occupational health and safety requirements (including providing safety data sheets), all applicable industrial awards and agreements and the reasonable directions and Orders of the Buyer and its authorised officers;
- (g) comply with any Applicable Laws including the Building Code of Australia, the standards of the Standards Australia and any other standard or codes which apply to the Services or the works.
- 18.2 If, and to the extent, required under the Workplace Health and Safety Regulation 2011 (QLD) or the Workplace Health and Safety Regulation 2011 (NSW) (as applicable), the Buyer appoints the Seller as the principal contractor for all work forming part of the Services to which the Regulation applies.
19. SELLER INDEMNITY
- 19.1 The Seller must indemnify the Buyer, its employees, agents and contractors for any loss, damage, expense, claim or liability suffered or incurred by the Buyer, its employees, agents and contractors in connection with:
- (a) a breach by the Seller of any warranty contained in clause 17.1;
- (b) a breach by the Seller or its employees, agents and contractors of any provision of this Order; and
- (c) personal injury or death or loss of or damage to any property (including loss of or damage to the Buyer's property) arising out of or as a consequence of the Seller's supply of Goods or performance of the Services under this Order.
- 19.2 This clause 19 shall survive the termination or completion of this Order.
20. CANCELLATION OF ORDERS
- 20.1 If the Seller breaches any provision of this Order, or if an Insolvency Event occurs in relation to the Seller, the Buyer may at its option and without prejudice to any of its other rights, cancel the Order to the extent that the Order relates to Goods which have not yet been delivered to the Buyer, any Goods on hire to the Buyer and/or Services which have not been provided. The Seller has no claim for the price of those Goods, remaining period of hire on hired Goods and/or Services or for any compensation for that cancellation.
- 20.2 Even if clause 20.1 does not apply, the Buyer may at any time cancel any Order for Goods and/or Services, but:
- (a) the Buyer must pay for any part of the Goods delivered, hire period that has elapsed for Goods hired and/or Services provided prior to the cancellation and accepted by the Buyer;
- (b) if the Seller has prior to the cancellation shipped any Goods which have not been delivered to the Buyer at the time of cancellation, the Buyer may either accept delivery of those Goods, or return them to the Seller at the Buyer's expense (and the Seller has no claim for the price of those Goods or for any compensation for that cancellation); and
- (c) if the Goods are unshipped at the time of cancellation, the Seller has no claim for the price of those Goods or for any compensation for that cancellation, except to the extent that the Goods are manufactured or fabricated to the Buyer's specification or to a specification prepared by the Seller for the Buyer, and for those Goods:
- (i) on receiving the notice of cancellation, the Seller must cease manufacture in accordance with and to the extent specified in the notice and immediately do everything possible to mitigate any costs incurred;
- (ii) the Buyer must pay to the Seller any expenditure reasonably incurred by the Seller prior to the date of the cancellation which is directly attributable to the Buyer's Order and which the Seller is not able to recoup in some other way; and
- (iii) title to and property in materials or incomplete Goods passes to the Buyer upon payment and the Seller must upon the Buyer's demand and at the Seller's cost deliver to the Buyer any such property and/or incomplete Goods.
- 20.3 If the Buyer terminates the Order, the termination is without prejudice to any rights or liabilities of the parties under the Order or at law which have accrued on or before the date of termination.
- 20.4 If the Seller does not deliver the Goods and/or perform the Services by the specified date, or supplies any Goods and/or Services, which in the opinion of the Buyer do not comply with every requirement of the terms applying to the Order, the Buyer may purchase or hire replacement goods from a third party or engage another contractor to perform the Services and the difference (if any) between the cost of the replacement goods or services and the price of the Goods or Services (as applicable) will be a debt due and owing from the Seller to the Buyer.
21. CONFIDENTIALITY AND PRIVACY
- 21.1 The Seller must maintain the confidentiality of every enquiry, quotation and tender concerning the supply of Goods and/or Services by the Seller to the Buyer, and of any Order.
- 21.2 The Seller must obtain the Buyer's permission before disclosing to any third party anything which relates to the supply of Goods and/or Services to the Buyer.
- 21.3 The Seller must not without the prior written consent of the Buyer disclose to any third party the terms of this Order or the fact that it supplies Goods and/or Services to, or has any relationship with, the Buyer.
- 21.4 If, as a result of this Order, the Seller is able to access any information about identifiable individuals held by or on

	behalf of the Buyer, then the Seller must comply with the Privacy Act 1988 (Cth) and all other applicable privacy laws and data protection laws which may apply which regulate the collection, storage, use and disclosure of information, and must comply with any privacy policy or direction of the Buyer.		(b)	will take reasonable steps to ensure there is no Modern Slavery in its supply chains or in its subcontractor's supply chains;
21.5	If the Seller suffers a security breach which involves the disclosure of third-party information, whether or not that information relates to the Buyer, the Seller must, as soon as reasonably practicable and without undue delay, provide notice to the Buyer of the following details:		(c)	will notify the Buyer as soon as it becomes aware of any actual or suspected Modern Slavery in a supply chain which has a connection with this Order; and
	(a) the nature and extent of the security breach;		(d)	will as soon as reasonably practicable take all reasonable action to address or remove any Modern Slavery practices identified in its operations and supply chains used in the performance of this Order, including where relevant by addressing any practices of other entities in its supply chains.
	(b) the timing of the security breach;	25.		
	(c) if the information disclosed relates to the Buyer, particulars of that information; and	25.1		
	(d) the measures being taken to remedy the breach and improve security.			
21.6	This clause 21 shall survive the termination or completion of this Order.			
22.	INTELLECTUAL PROPERTY RIGHTS			
22.1	The Seller warrants that the sale or use of any Goods and/or Services by the Buyer will not infringe or contribute to the infringement of any intellectual property rights (including rights to patents, designs, copyright, trademarks, trade names, circuit layouts or other protected right) conferred under statute, common law or equity in any country.	25.2		The Seller must maintain adequate insurance including public liability, workers' compensation (including common law liability), automotive, freight liability, product damage insurance and other insurances required by law or reasonably required by the Buyer on terms and for amounts specified by the Buyer. If specified in the Order, the Seller must also effect a professional indemnity insurance policy on terms and for amounts specified by the Buyer.
22.2	The Seller grants the Buyer an irrevocable, royalty free, non-exclusive, fully-assignable, perpetual license to use all intellectual property rights associated with the Goods and/or the Services and any documentation provided pursuant to the Order for the installation, use, support, repair, maintenance and alteration of the Goods or other works.	25.3		At the Buyer's request, the Seller must produce evidence that the Seller is maintaining the insurances required by clause 25.1.
22.3	The Seller must indemnify the Buyer against any loss, claim, damage or expense arising out of or in connection with any claim by a third party that its intellectual property rights have been, or will be, infringed by the Buyer's use of the Goods and/or Services.	25.4		The Buyer may take out and maintain any policy of insurance required by clause 25.1 if the Seller fails to do so. Any cost or expense incurred by the Buyer in taking out and maintaining any policy of insurance under this clause shall be a debt due and owing by the Seller to the Buyer.
23.	IMPORT DUTIES	25.4		To the extent the Goods supplied under the Order are for hire and not for purchase, the Buyer will insure, and keep insured the hired Goods for their full insurance replacement value against any risk of theft, loss and damage, while the hired Goods are at the risk of the Buyer under clause 12.
	The Seller must pay by the due date all Australian import duties and charges (including GST) payable on the Goods or components and materials imported by it into Australia for use in manufacturing the Goods, and all special duties, such as anti-dumping duties or countervailing duties.	26.		
24.	ANTI-BRIBERY, CORRUPTION AND MODERN SLAVERY	26.1		
24.1	The Seller must ensure that (unless the Buyer has given its prior written consent) no person for whom the Seller is responsible:			LIABILITY OF BUYER
	(a) gives or receives any commission, fee, rebate, gift or entertainment of significant cost or value in connection with the Goods and/or Services; or			Subject to clause 26.2:
	(b) enters into any business agreement with any director, employee or agent of the Buyer, other than an agreement they make as a representative of the Buyer.			(a) the Buyer is not liable for any injury, damage or loss sustained by the Seller or by any employee, contractor or agent of the Seller on the Buyer's premises or at any place of delivery, performance or elsewhere.
24.2	The Seller represents, warrants and undertakes that in the course of operating its business (including the performance of this Order) the Seller:			(b) the Seller must indemnify the Buyer against, and releases the Buyer from, any claim, cost or demand in connection with any such injury, damage or loss or any injury, damage or loss in connection with the Order or the transaction contemplated by the Order.
	(a) has complied with all Anti-Bribery and Corruption Laws and Modern Slavery Laws;	26.2		To the extent the Goods supplied under the Order are for hire and not for purchase, the Buyer indemnifies the Seller for any damage to or loss of the hired Goods resulting from the Buyer's negligence or breach of this Order but only while such Goods are at the risk of the Buyer under clause 12.
		26.3		The maximum liability of the Buyer under clause 26.2 is limited to the total charge for hired Goods under the Order.
		27.		
		27.1		
				ASSIGNMENT AND SUBCONTRACTING
				The Seller must not assign, novate, transfer or otherwise deal with its rights or obligations in relation to this Order (including any part of its rights and obligations) without the prior written consent of the Buyer.

- 27.2 The Seller must not subcontract the whole or any part of the Services or the production, manufacture or supply of the whole or any part of the Goods without the prior written consent of the Buyer.
- 27.3 The Buyer's consent to the Seller subcontracting its rights or obligations does not relieve the Seller of any of its obligations under this Order.
- 27.4 The Buyer may dispose of, declare a trust over or otherwise create an interest in its rights under this document without the consent of any other party, and may disclose to any potential holder of the right or interest any information relating to this document or any party to it.
28. AMENDMENT
- This document can only be amended, supplemented, replaced or novated by another document signed by the parties.
29. DISPUTES
- 29.1 If any dispute arises in connection with this Order either party may give written notice of the dispute to the other party. A party giving written notice of the dispute must provide details of the dispute and give reasons for why the party is disputing the issue.
- 29.2 Within 14 days after service of a notice of dispute, the parties' respective contract representatives must attempt to resolve the dispute. If the parties' contract representatives are unable to resolve the dispute within 14 days of service of notice of dispute, the dispute must be referred to the parties' respective senior management at a level deemed appropriate by each party given the nature of the dispute provided such representative has authority to agree to a resolution of the dispute. In the event that the dispute cannot be resolved after a further 10 days or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may commence litigation proceedings or take any other action.
- 29.3 In the event of a dispute, the parties must continue to comply with their obligations under the Order.
- 29.4 Nothing in this clause 29 will prevent a party from:
- (a) instituting proceedings to seek urgent injunctive interlocutory or declaratory relief in respect of a dispute; or
- (b) commencing litigation in respect of a dispute in relation to the indemnities under this Order.
30. NOTICES
- 30.1 A notice, consent or other communication in connection with this Order is only effective if it is in writing, signed and either left at the addressee's address, sent to the addressee by mail or sent to the addressee by email. If it is sent by mail, it is taken to have been received 7 Business Days after it is posted. If it is sent by email, it is taken to have been received at the time shown in the delivery report generated by the sender's email system unless it was sent after 5pm, in which case the notice will be taken to be received at 9am on the following Business Day. The parties must ensure that notices issued in accordance with this clause are also copied to the email addresses of the other party's personnel involved in the administration of this Order.
- 30.2 The Seller's address is set out in the quotation. The Buyer may send a notice to the Seller's last known address.
31. GST ON CLAIMS
- 31.1 If the Seller provides a payment for or any satisfaction of a Buyer's claim or a Buyer's right to claim under or in connection with this document (for example, for a breach of any warranty or for indemnity or for reimbursement of any expense) that gives rise to a liability for GST, the Seller must pay, and indemnify the Buyer on demand against the amount of that GST.
32. If the Buyer has a claim under or in connection with this document for a cost on which the Buyer must pay an amount for GST, the claim is for the cost plus the amount for GST (except any amount for GST for which the Buyer is entitled to an input tax credit).
- 32.1 If the Buyer has a claim under or in connection with this Order whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).
33. APPLICABLE LAW
- 33.1 The parties accept the laws of the Australian State of Queensland from which the Order originates as the proper law of this Order.
- 33.2 Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Order, and waives any right it might have to claim that those courts are an inconvenient forum.
34. WAIVER
- 34.1 A right of the Buyer may only be waived in writing, signed by the Buyer.
- 34.2 No other conduct of the Buyer (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- 34.3 A waiver of a right by the Buyer on one or more occasions does not operate as a waiver of that right if it arises again.
- 34.4 The exercise of a right by the Buyer does not prevent any further exercise of that right or of any other right.
35. AGREEMENT
- 35.1 No terms and conditions of sale of the Seller form part of the terms and conditions on which any Goods and/or Services are provided. No terms stated by the Seller when accepting or acknowledging an Order are binding upon the Buyer unless accepted in writing by the Buyer.
- 35.2 Any right that the Buyer may have under this Order is in addition to, and does not replace or limit, any other right that the Buyer may have.
- 35.3 Any provision of this Order which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Order enforceable, unless this would materially change the intended effect of this Order.
36. SET OFF
- Any amount payable by the Seller to the Buyer or any amount to be borne by the Seller in connection with this Order (including, but not limited to, under clauses 8.2, 14.3, 15.6 and 19.2) may be set off by the Buyer against any amount owing by the Buyer to the Seller, and the Buyer may recover any net amount as a debt due to the Buyer