B. CONTRACT TERMS AND CONDITIONS

1. CONTRACT AND ACCEPTANCE

1.1 The Supplier must supply the Goods and perform any Services to the Contractor in accordance with this Contract.

1.2 Unless expressly agreed in writing by an authorised representative of the Contractor and incorporated into the Contract, no terms or conditions of the Supplier, including terms appearing in any quotation, order acknowledgement, invoice, delivery docket, portal or other document, apply or have legal effect.

1.3 The Supplier accepts the Contract by signing or acknowledging the Purchase Order, commencing performance, manufacturing or procuring the Goods, delivering any Goods, performing any Services or accepting any payment under the Purchase Order.

1.4 The Contract comprises the documents identified in the order of precedence stated in the Contract Particulars. The Supplier must immediately notify the Contractor of any ambiguity, discrepancy or inconsistency and must not proceed on an assumption that increases the Contract Price or delays delivery without the Contractor's written direction.

2. SUPPLIER'S GENERAL OBLIGATIONS

2.1 The Supplier must ensure that it and Supplier Personnel, in performing the Supplier's Obligations:

(a) comply with all applicable Laws, approvals, licences, codes, Australian Standards, specifications and reasonable Contractor directions;

(b) perform the Supplier's Obligations safely, diligently, professionally and using appropriately skilled, trained and qualified personnel;

(c) do not interfere with the Contractor's activities, the project, site operations or the activities of any third party;

(d) provide all plant, labour, supervision, resources, tools and equipment necessary to perform any Services unless expressly stated otherwise;

(e) provide all information, records, certificates, test results and assistance reasonably required by the Contractor;

(f) obtain and maintain all licences, permits and approvals required for the Supplier's performance; and

(g) promptly notify the Contractor of any matter that may adversely affect cost, quality, safety, schedule, supply continuity or compliance.

2.2 The Supplier remains fully responsible for all acts and omissions of Supplier Personnel and subcontractors as if they were acts and omissions of the Supplier.

3. DELIVERY, PACKING AND DOCUMENTATION

3.1 The Supplier must deliver the Goods in full to the Delivery Point and perform the Services by the dates stated on the Purchase Order and or Contract Particulars. Time is of the essence.

3.2 The Supplier must package, preserve, mark, protect, handle and transport the Goods in accordance with this Contract, applicable Laws, manufacturer requirements, good industry practice and any reasonable Contractor requirements, so that the Goods arrive undamaged and fit for storage and use.

3.3 Unless otherwise stated in the Contract Particulars, the Contract Price includes all packaging, freight, loading, unloading obligations allocated to the Supplier, insurance, customs, duties, levies and other costs required to deliver the Goods to the Delivery Point.

3.4 The Supplier must provide all documents required by the Contract and all documents reasonably required for the safe receipt, operation, maintenance, commissioning and lifecycle support of the Goods, including as applicable O&M manuals, drawings, certificates, test records, serial numbers, spare parts lists, warranties, software, passwords, licences and compliance certificates.

3.5 Delivery is not complete until the Goods and all required documentation have been delivered in accordance with this Contract.

4. INSPECTION, TESTING AND ACCESS

4.1 The Contractor and its representatives may, on reasonable notice or without notice where reasonably required for urgent quality or safety reasons, inspect, examine, test, witness tests of and audit the Goods, Services and relevant production records at any premises where the Goods are manufactured, stored or tested.

4.2 Inspection, testing, witnessing, review, approval, payment or attendance by the Contractor does not relieve the Supplier of any obligation or liability and does not constitute Acceptance.

4.3 If an inspection or test identifies non-compliance, the Supplier must promptly rectify the non-compliance and bear the reasonable costs of repeat inspection or testing.

5. ACCEPTANCE AND REJECTION

5.1 Acceptance occurs only when an authorised representative of the Contractor expressly confirms Acceptance in writing. Delivery, possession, use, inspection, payment or a failure to reject within any period does not constitute Acceptance.

5.2 The Contractor may reject Goods or Services that do not comply with the Purchase Order, including for latent defects identified after delivery or initial use.

5.3 For rejected or non-conforming Goods or Services, the Contractor may, at its option, require the Supplier to promptly repair, replace, reperform or remove them, or refund amounts paid. The Supplier must bear all reasonable costs of inspection, storage, removal, return, re-delivery, re-installation and re-testing arising from the rejection.

5.4 Acceptance does not prejudice any warranty, defect, indemnity or other right of the Contractor.

6. TITLE, RISK AND ADVANCE PAYMENTS

6.1 Title to Goods passes to the Contractor free from all Security Interests and encumbrances on the earliest of: (a) payment by the Contractor for those Goods or the materials incorporated into them; (b) delivery to the Delivery Point; or (c) any earlier time stated in this Purchase Order.

6.2 Where the Contractor makes an advance, deposit or progress payment before delivery, title passes progressively to the Contractor in the Goods, work in progress and materials to the extent paid for.

6.3 For all Contractor-owned Goods, work in progress or materials remaining in the Supplier's custody, the Supplier must:

- **(a)** clearly identify, label and segregate them as property of the Contractor;
- **(b)** keep them safely stored, protected, insured for full replacement value and free from any lien or Security Interest;
- **(c)** not sell, dispose of, relocate, incorporate into goods for another customer or otherwise deal with them except for in accordance with this Purchase Order;
- **(d)** maintain records sufficient to identify them and provide those records to the Contractor on request; and
- **(e)** permit the Contractor or its nominee to inspect and, on termination or Supplier default, take possession of them, subject to applicable Law.

6.4 Risk in the Goods remains with the Supplier until Delivery to the Delivery Point, unless another risk transfer point is stated in the Contract Particulars. The Supplier is responsible for loss of or damage to the Goods while risk remains with it. Transfer of risk does not affect the Supplier's obligations in respect of Defects, warranties or non-conforming Goods.

6.5 If Advance Payment Security is required in the Contract Particulars, no advance payment is due until the Supplier provides security in the required form and amount. The Contractor may require the security to remain in force until the relevant advance has been fully earned through compliant supply.

6.6 If the Contract is terminated, the Supplier must immediately refund any unearned advance or progress payment and deliver to the Contractor any Goods, work in progress and materials in which title has passed.

7. VARIATIONS

7.1 The Supplier must not vary the Goods, Services, specifications, quantities, materials, manufacturing location, delivery method or program without a written direction or approval from an authorised representative of the Contractor.

7.2 The Contractor may direct a Variation. The Supplier must comply with the direction unless it would be unlawful or unsafe.

7.3 Where practicable, the parties must agree the price and schedule effect before the Variation is performed. If not agreed, the adjustment will be determined using applicable rates in the Contract or, where none apply, the reasonable and demonstrable direct cost properly incurred plus any margin expressly stated in the Contract Particulars. The Supplier is not entitled to an adjustment for costs that could reasonably have been avoided.

7.4 No Variation is valid merely because of an oral instruction, informal discussion, site attendance, invoice, Supplier quotation or action by a person who is not authorised to vary the Purchase Order.

8. CONTRACT PRICE, INVOICING AND PAYMENT

8.1 The Contractor must pay the Contract Price for compliant Goods in accordance with this Contract.

8.2 The Contract Price is fixed, not subject to escalation, and inclusive of all costs and expenses necessary for the Supplier to perform its obligations under this Contract, except GST and approved Variations.

8.3 The Supplier may submit an Invoice only when the relevant payment milestone has been achieved, or the relevant Goods have been delivered as required under the Purchase Order, and all supporting documents required by this Contract have been provided.

8.4 All Invoices must be submitted to accounts@sstone.com.au no later than the 25th day of each month. Any Invoice received after the 25th day of the month will be deemed to have been submitted on the first day of the following month and will be processed as part of the following month's payment cycle.

8.5 A valid Invoice must include the Purchase Order number, item description, quantities, relevant delivery or milestone date, amount claimed, GST, bank details previously verified with the Contractor, and any further substantiation reasonably requested by the Contractor.

8.6 If an Invoice is incomplete, inaccurate, unsupported, submitted to an address other than that specified in clause 8.4, or otherwise does not comply with this Contract, the Contractor may return or reject the Invoice and the applicable payment period will not commence until a valid replacement Invoice is received.

8.7 Subject to applicable Law, the Contractor must pay undisputed amounts within 45 days after receipt of a valid Invoice, or within such other period stated in the Contract Particulars. Where an Invoice is deemed under clause 8.4 to have been submitted in the following month, the payment period will commence from the deemed submission date.

8.8 Payment is on account only and is not evidence of Acceptance, completion, compliance or value and does not waive or otherwise limit any right of the Contractor under this Contract.

8.9 The Contractor may set off or deduct from amounts otherwise payable to the Supplier any amount due and payable, or reasonably claimed to be due and payable, from the Supplier under or in connection with the Contract.

8.10 The Contractor may withhold any genuinely disputed amount pending resolution of the dispute. The Contractor must pay any undisputed portion of an Invoice in accordance with clause 8.7. No interest is payable on a bona fide disputed amount unless required by Law.

8.11 Unless prohibited by Law, the Supplier must submit all claims and Invoices within 90 days after the relevant delivery, milestone or event giving rise to the claim, failing which the Supplier waives the claim unless the Contractor agrees otherwise in writing.

9. GST

9.1 If GST is payable on a taxable supply under the Contract, the recipient must pay the GST amount in addition to the consideration, subject to receipt of a valid tax invoice.

9.2 Terms used in this clause that are defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the
same meaning as in that Act.

10. QUALITY, WARRANTIES AND PERFORMANCE

10.1 The Supplier warrants that all Goods and Services:

(a) conform with the Contract, specifications, drawings, samples, descriptions and approved technical submissions;

(b) are fit for their intended purpose and, where the Supplier knows or ought reasonably to know the Contractor's purpose, are suitable for that purpose;

(c) are new, unused, of merchantable quality and free from defects in design, materials, manufacture and workmanship;

(d) comply with applicable Laws, Australian Standards and manufacturer requirements;

(e) are suitable for the environmental and operating conditions disclosed or reasonably apparent from the Contract;

(f) achieve any stated performance, output, efficiency, capacity or availability requirement; and

(g) do not infringe any third-party Intellectual Property rights.

10.2 The Supplier warrants that Supplier Personnel performing Services have all skills, licences, experience, training and qualifications required to perform them properly.

10.3 The Supplier must provide the Contractor with the full benefit of all manufacturer and subcontractor warranties and must, at its cost, enforce those warranties on the Contractor's behalf or assign them to the Contractor where requested.

10.4 All warranties are in addition to and do not limit rights available under Law or the Contract.

11. DEFECTS AND RECALLS

11.1 The Supplier must promptly rectify all Defects identified before expiry of the Defects Liability Period, except to the extent caused solely by the Contractor's negligence or misuse contrary to written operating instructions.

11.2 The Defects Liability Period for Goods commences on the later of Acceptance and commissioning of the relevant Goods, unless another period or commencement date is stated in the Contract Particulars. For Services it commences on completion and Acceptance of the Services.

11.3 If the Supplier fails to rectify a Defect within the period reasonably directed by the Contractor, the Contractor may rectify or have the Defect rectified by

others and recover all reasonable costs as a debt due from the Supplier.

11.4 Any repaired or replaced part of the Goods, or re-performed part of the Services, is subject to a fresh Defects Liability Period applying only to that repaired, replaced or re-performed part. Unless otherwise stated in the Contract Particulars, no Defects Liability Period under this clause may extend beyond 24 months after expiry of the original Defects Liability Period for the relevant Goods or Services.

11.5 The Supplier must immediately notify the Contractor of any product recall, safety notice, systemic defect, regulatory concern or other issue affecting the Goods and must, at its cost, implement all corrective action reasonably required.

12. DELAY AND FAILURE TO DELIVER

12.1 The Supplier must immediately notify the Contractor if any actual or anticipated delay may affect a required Delivery Date or Completion Date, stating the cause of the delay, the expected duration, the activities affected and the steps proposed to mitigate the delay.

12.2 The Supplier must take all reasonable steps to prevent, mitigate and minimise delay. Where delay is caused or contributed to by the Supplier, those steps must include reasonable acceleration at the Supplier's cost.

12.3 Subject to clause 12.4, the Supplier is entitled to an Extension of Time to the extent that completion or Delivery is actually delayed by a Qualifying Cause of Delay, provided that the Supplier:

(a) gives the Contractor written notice of the Qualifying Cause of Delay as soon as reasonably practicable and, in any event, within 5 Business Days after becoming aware, or when it ought reasonably to have become aware, of the delay;

(b) identifies the cause of the delay, the affected obligations, the period of delay claimed and the measures being taken to mitigate the delay;

(c) demonstrates that the delay affects the Supplier's ability to meet the applicable Delivery Date or Completion Date;

(d) has taken all reasonable steps to avoid and mitigate the effects of the delay; and

(e) provides any supporting information reasonably requested by the Contractor.

12.4 The Supplier is not entitled to an Extension of Time to the extent that the delay:

(a) is caused or contributed to by any act, omission, breach, negligence or default of the Supplier or its Personnel;

(b) is attributable to a failure by the Supplier to properly plan, coordinate, resource or manage the supply of the Goods or Services;

(c) could reasonably have been avoided or mitigated by the Supplier; or

(d) occurs concurrently with a delay for which the Supplier is not entitled to an Extension of Time, except to the extent the Supplier demonstrates that the Qualifying Cause of Delay independently delayed the applicable Delivery Date or Completion Date.

12.5 The Contractor must, within a reasonable time after receiving sufficient information, determine the Supplier's entitlement to an Extension of Time and notify the Supplier of any adjustment to the applicable Delivery Date or Completion Date.

12.6 An Extension of Time and or Force Majeure Evenet entitles the Supplier only to an adjustment to time and does not entitle the Supplier to any additional payment, delay costs, disruption costs, loss of productivity, acceleration costs or other compensation unless expressly stated otherwise in the Contract Particulars or approved in writing by the Contractor.

12.7 If the Supplier fails to deliver the Goods or complete the Services by the applicable Delivery Date or Completion Date, as adjusted by any approved Extension of Time, the Contractor may, without limiting any other right:

(a) cancel all or part of the affected supply;

(b) procure replacement goods or services from another source; and

(c) recover from the Supplier the reasonable additional costs and direct losses incurred as a result.

12.8 Any liquidated damages expressly stated in the Contract Particulars are recoverable in addition to the Contractor's other rights, except to the extent that this would result in double recovery for the same loss.

13. CONFIDENTIALITY, PUBLICITY AND DATA

13.1 The Supplier must keep Confidential Information confidential and may use it only to perform the scope under this Contract. Disclosure is permitted only to Supplier Personnel who need to know, professional advisers bound by confidentiality, or where required by Law.

13.2 Without the Contractor's prior written consent, the Supplier must not use the Contractor's or project owner's name, logo, photographs, project details or relationship for advertising, social media, case studies, press releases or other publicity.

13.3 The Supplier must comply with applicable privacy and data protection Laws and any reasonable Contractor data handling requirements. Where the Privacy and Responsible Information Sharing Act 2024 (WA) applies to information handled under the Contract, the Supplier must comply with the obligations applicable to it under that Act and any lawful Contractor directions.

13.4 These obligations survive expiry or termination.

14. INTELLECTUAL PROPERTY

14.1 Background Intellectual Property remains vested in its owner.

14.2 Unless otherwise stated in the Contract Particulars, all project-specific Intellectual Property created specifically for the Contract vests in the Contractor upon payment of all amounts properly due for the work in which that Intellectual Property is embodied. Project-specific Intellectual Property does not include Background Intellectual Property, generic know-how, methodologies, templates, tools, processes or improvements of general application. The Supplier must execute documents reasonably required to give effect to that ownership.

14.3 The Supplier grants the Contractor a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to use, reproduce, modify and adapt Supplier Background IP to the extent necessary to use, operate, maintain, repair, modify, complete, sell or dispose of the Goods or project.

14.4 The Supplier warrants that the Contractor's permitted use of the Goods, Services and deliverables will not infringe third-party Intellectual Property rights.

15. INSURANCE

15.1 The Supplier must maintain with reputable insurers insurance appropriate to its obligations and the risks of the Contract, including the policies stated in the Contract Particulars.

15.2 For Goods, the Supplier must maintain marine/transit and goods insurance for full replacement value from commencement of manufacture or acquisition through to the time risk passes to the Contractor, including Contractor-owned or Principal-owned Goods and materials held at the Supplier's or any subcontractor's premises.

15.3 Where Services are performed, the Supplier must, unless stated otherwise in the Contract Particulars, maintain:

a) Public and Products Liability insurance of not less than AUD20 million for each occurrence;
b) Workers Compensation insurance as required by Law; and
c) Motor Vehicle and Mobile Plant Liability insurance of not less than AUD20 million for any vehicles, mobile plant or equipment used in connection with the Contract.

15.4 Where professional, engineering or design services are provided, the Supplier must maintain Professional Indemnity insurance of not less than AUD5 million for each claim and in the aggregate and, if written on a claims-made basis, maintain that insurance for at least 7 years after completion or termination of the Contract.

15.5 To the extent commercially available on reasonable terms, each applicable insurance policy required under the Contract must:

a) note the interests of the Contractor and the Principal;
b) include the Contractor and the Principal as additional insureds or insured parties in respect of liabilities arising out of or in connection with the Supplier's performance of the Contract, where applicable;
c) include a principal's indemnity extension in favour of the Contractor and the Principal; and
d) include a waiver of subrogation in favour of the Contractor, the Principal, their Related Bodies Corporate and their respective officers, employees and agents.

15.6 The Supplier must ensure that its insurers waive any right of subrogation, recovery or contribution against the Contractor and the Principal, and their Related Bodies Corporate, officers, employees and agents, in respect of any loss insured or required to be insured under the Contract, except to the extent such waiver is prohibited by Law.

15.7 The Supplier must provide certificates of currency and other reasonable evidence of insurance within 3 Business Days after request by the Contractor.

15.8 The Supplier must promptly notify the Contractor of any cancellation, non-renewal or material reduction in the scope or limits of any insurance required under the Contract.

15.9 The Supplier must ensure subcontractors maintain insurance appropriate to their work and risks and, where reasonably required by the Contractor, provide equivalent principal's indemnity and waiver of subrogation protections in favour of the Contractor and the Principal.

15.10 Subcontracting does not reduce or otherwise affect the Supplier's obligations or liability under the Contract.

15.11 The maintenance of insurance does not limit, reduce or otherwise affect any liability or obligation of the Supplier under the Contract.

16. INDEMNITY AND LIABILITY

16.1 The Supplier indemnifies the Contractor, the Principal, their respective Related Bodies Corporate, officers, employees, agents, clients and contractors against claims, liabilities, losses, damages, costs and expenses arising out of or in connection with:

a) breach of the Contract by the Supplier;
b) negligent, unlawful or wrongful acts or omissions of the Supplier or Supplier Personnel;
c) death, personal injury or property loss or damage caused or contributed to by the Supplier or Supplier Personnel;
d) defective or non-conforming Goods or Services;
e) actual or alleged infringement of third-party Intellectual Property rights;
f) breach of confidentiality, privacy, data security, anti-bribery, sanctions or other applicable Law; and
g) acts or omissions of subcontractors.

16.2 The indemnity in clause 16.1 is reduced proportionately to the extent the relevant claim, liability, loss, damage, cost or expense is caused or contributed to by the negligence or wilful misconduct of the Contractor or the Principal.

16.3 Neither party is liable to the other for Consequential Loss, except that the exclusion does not apply to:

a) amounts recoverable under an indemnity, but only to the extent the underlying loss would not otherwise constitute Consequential Loss excluded by this clause, unless expressly carved out below;
b) third-party claims;
c) fraud, wilful misconduct or unlawful conduct;
d) death, personal injury or property damage;
e) breach of confidentiality, privacy or Intellectual Property rights;
f) the reasonable cost of repair, replacement, re-performance, removal, transport, storage, re-testing or procuring substitute goods or services;
g) liquidated damages or other amounts the Contractor or Principal is liable to pay a third party to the extent caused by the Supplier and notified to the Supplier or reasonably foreseeable; or
h) amounts recoverable under an insurance policy required by the Contract.

16.4 Unless expressly stated in the Contract Particulars, the Supplier's liability is not subject to an aggregate cap.

17. PPSA AND SECURITY INTERESTS

17.1 The Supplier must ensure that all Goods, work in progress and materials in which title has passed to the Contractor are free from any Security Interest other than a Security Interest approved in writing by the Contractor.

17.2 The Supplier must do anything reasonably required by the Contractor to protect, perfect or evidence the Contractor's ownership or security interest under the Personal Property Securities Act 2009 (Cth), including providing serial numbers and other registration information.

17.3 The Supplier must promptly discharge or procure the discharge of any unauthorised registration, lien or Security Interest affecting Contractor property or Goods.

17.4 To the extent permitted by Law, the parties contract out of any PPSA provisions that may be excluded by agreement and that the Contractor reasonably nominates in writing for the relevant transaction.

18. RECORDS, AUDIT AND COMPLIANCE

18.1 The Supplier must keep complete and accurate records relating to the Contract, including records supporting Variations, reimbursable costs, tests, quality, origin, compliance and title, for at least 7 years after completion or termination.

18.2 On reasonable notice, the Contractor may audit records relevant to an Invoice, claim, compliance obligation, quality issue, title or Variation. The Contractor must preserve the confidentiality of commercially sensitive information not relevant to the audit purpose.

18.3 The Supplier must comply with applicable anti-bribery and corruption, modern slavery, sanctions, export control, competition and ethical sourcing Laws and must promptly notify the Contractor of any actual or suspected material breach relevant to the Contract.

19. SUBCONTRACTING, ASSIGNMENT AND NOVATION

19.1 The Supplier must not subcontract any material part of the Supplier's Obligations without the Contractor's prior written consent. Consent does not relieve the Supplier of any obligation or liability.

19.2 The Supplier must not assign, novate, transfer or otherwise deal with the Contract or any right to payment without the Contractor's prior written consent.

19.3 The Contractor may assign or novate the Purchase Order, without Supplier consent, to a Related Body Corporate, project special purpose vehicle, financier, client, purchaser of the project or business, or another

entity acquiring the relevant assets or project. The Supplier must execute documents reasonably required to give effect to that transfer.

20. SUSPENSION

20.1 The Contractor may suspend all or part of the Supplier's performance by written notice. The Supplier must promptly protect and preserve the Goods and mitigate costs during suspension.

20.2 If the suspension is not caused by the Supplier and continues for more than 30 days, the Supplier is entitled only to reasonable demonstrable direct costs necessarily incurred as a result of the suspension, to the extent approved by the Contractor, and has no entitlement to loss of profit or opportunity.

21. TERMINATION

21.1 The Contractor may terminate all or part of the Contract:

(a) for convenience at any time by giving 7 days' written notice;

(b) if the Supplier breaches the Contract and fails to remedy the breach within the period stated in a notice, which may be shorter than 14 days where reasonably required due to safety, schedule or project impact;

(c) immediately for serious safety breach, fraud, bribery, unlawful conduct, abandonment, repeated material non-performance, unauthorised assignment or subcontracting, or material breach not capable of remedy; or

(d) immediately if an Insolvency Event occurs, to the extent permitted by Law.

21.2 On termination, the Supplier must, as directed by the Contractor:

(a) stop affected work and mitigate costs;

(b) deliver all completed and partly completed Goods, work in progress and materials for which title has passed;

(c) return or transfer Contractor property, Confidential Information, drawings, records and documentation;

(d) assign or procure the benefit of relevant subcontracts, warranties and licences where reasonably requested and legally capable of assignment; and

(e) refund all unearned advance or progress payments within 5 Business Days.

21.3 For termination for convenience, the Contractor must pay the Supplier for compliant Goods delivered and accepted, and reasonable direct costs of work properly performed before termination that cannot reasonably be avoided
or mitigated, less amounts previously paid. The Supplier is not entitled to loss of profit, loss of opportunity, demobilisation mark-up or other consequential or prospective amounts.

21.4 Termination does not affect accrued rights or provisions intended to survive termination.

22. NOTICES

22.1 A notice under the Contract must be in writing and sent to the contact details in the Contract Particulars by hand, prepaid post or email. Email notices are deemed received when the sender receives no delivery failure notification, provided that notices received after 5:00 pm on a Business Day are deemed received on the next Business Day.

23. DISPUTES

23.1 A party claiming a dispute must give written notice identifying the dispute and the relief sought.

23.2 A senior representative of each party must meet promptly and attempt in good faith to resolve the dispute. If unresolved within 21 days after the dispute notice, either party may commence proceedings.

23.3 Nothing prevents the Contractor from seeking urgent interlocutory or equitable relief, exercising set-off, calling security where contractually entitled, or taking action necessary to protect safety, property or project continuity.

23.4 The Supplier must continue performing its undisputed obligations while a dispute is being resolved.

24. GENERAL

24.1 The Contract constitutes the entire agreement between the parties concerning its subject matter and supersedes prior discussions and representations, except for fraud or any representation expressly incorporated into the Contract.

24.2 The Contract is governed by the Laws of Western Australia and each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

24.3 No waiver is effective unless in writing. A failure or delay to exercise a right does not waive that right.

24.4 If a provision is illegal, invalid or unenforceable, it is severed to the minimum extent necessary and the remainder continues in effect.

24.5 The Contract is non-exclusive and does not prevent the Contractor procuring the same or similar goods or services from others.

24.6 No rule of construction applies against a party because that party drafted or proposed a provision.

24.7 Clauses concerning title, payment, warranties, defects, confidentiality, Intellectual Property, indemnity, liability, records, PPSA, termination consequences, dispute rights and any provision intended by its nature to survive continue after expiry or termination.

25. DEFINITIONS AND INTERPRETATION

Acceptance means express written acceptance of the relevant Goods or Services by an authorised representative of the Contractor under clause 5.

Advance Payment Security means an unconditional bank guarantee or other security specified in the Contract Particulars securing repayment of an advance payment, in the form, amount and with the expiry or reduction mechanism stated in the Contract Particulars.

Authorised Representative means a person identified in the Contract Particulars, or otherwise notified in writing by a party to the other party, as authorised to exercise the relevant contractual function on that party's behalf.

Business Day means a day other than a Saturday, Sunday, public holiday in Western Australia or any day falling between 22 December in any year and 10 January in the following year, inclusive.

Background Intellectual Property means Intellectual Property owned, developed or acquired by a party independently of the Contract, including generic know-how, methodologies, templates, tools, processes and improvements of general application.

Completion means the stage when the Services have been completed in accordance with the Contract except for minor defects or omissions that do not prevent their safe and intended use.

Completion Date means the date by which the Supplier is required to complete the relevant Services, as stated in the Purchase Order, Contract Particulars or otherwise agreed in writing, as adjusted by any Extension of Time granted under clause 12.

Confidential Information means the Contract and all non-public commercial, technical, financial, project, security, operational or other information disclosed by or on behalf of the Contractor or a project stakeholder, excluding information lawfully in the public domain other than through breach.

Consequential Loss means loss of profit, revenue, production, opportunity, anticipated savings or business interruption that is indirect or consequential at law, but excludes the amounts expressly carved out under clause 16.3.

Contract means the documents comprising the agreement in the order of precedence stated in the Contract Particulars.

Contract Particulars means the document titled Contract Particulars issued by the Contractor in connection with the
Purchase Order and forming part of the Contract.

Contract Price means the price stated on the Purchase Order and or Contract Particulars, as adjusted only by approved Variations.

Contractor means the purchaser or procuring party identified as Contractor in the Contract Particulars.

Defect means any defect, error, damage, deficiency, fault, inadequacy or non-compliance in the Goods, Services, design, documentation, performance, workmanship, quality or materials.

Defects Liability Period means the period stated in the Contract Particulars or, if none, 12 months commencing in accordance with clause 11.2.

Delivery Date means the date by which the relevant Goods are required to be delivered to the Delivery Point, as stated in the Purchase Order, Contract Particulars or otherwise agreed in writing, as adjusted by any Extension of Time granted under clause 12.

Delivery Point means the delivery location stated in the Contract Particulars or Purchase Order.

Extension of Time means an extension to a Delivery Date or Completion Date granted in accordance with clause 12.

Force Majeure Event means an event or circumstance beyond the reasonable control of the affected party that could not reasonably have been prevented or overcome, including natural disaster, declared emergency, war, terrorism, epidemic or pandemic, government embargo or intervention, widespread industrial action not limited to the affected party's workforce, or material disruption to public utilities or transportation networks, but excluding lack of funds and any event caused or contributed to by the affected party.

Goods means all goods, materials, plant, equipment, components, software, documentation and other items to be supplied under the Purchase Order.

Insolvency Event means an event of administration, liquidation, provisional liquidation, receivership, bankruptcy, insolvency, winding up or an analogous event affecting the Supplier.

Intellectual Property means all intellectual and industrial property rights, including copyright, patents, designs, trade marks, database rights, know-how and rights to apply for registration.

Invoice means a valid tax invoice and payment claim compliant with the Purchase Order.

Law means applicable legislation, regulations, codes, common law, equity, approvals and legally binding requirements in force in Australia and any other applicable jurisdiction.

Purchase Order means the Contractor's purchase order issued for the Goods or Services.

Principal means the person identified as the Principal in the Contract Particulars, if any. If no Principal is identified, references to the Principal do not apply.

Qualifying Cause of Delay means:

a. an act or omission of the Contractor which directly delays the Supplier;
b. a variation directed or approved in writing by the Contractor which affects the time required for Delivery or completion;
c. a suspension directed by the Contractor, other than a suspension arising from an act, omission, breach or default of the Supplier;
d. a delay in the Contractor providing access, information, approvals, instructions or other items expressly required to be provided by the Contractor under the Contract; or
e. any other event expressly identified in the Contract Particulars as entitling the Supplier to an Extension of Time,

but excludes any event to the extent caused or contributed to by the Supplier or its Personnel.

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth).

Security Interest has the meaning given in the Personal Property Securities Act 2009 (Cth), and includes any lien, charge, encumbrance, retention of title claim or similar interest.

Services means any services, design, engineering, testing, commissioning, training, delivery, support or other activities stated in the Purchase Order.

Supplier means the party identified as Supplier in the Contract Particulars.

Supplier Personnel means the Supplier's officers, employees, agents, subcontractors and their personnel.

Supplier's Obligations means all obligations of the Supplier under or in connection with the Purchase Order.

Variation means a change directed or approved in writing by an authorised representative of the Contractor to the Goods, Services, quantities, specifications, timing or other requirements of the Purchase Order.

Interpretation: singular includes plural; references to legislation include amendments and replacements; "including" is not limiting; headings do not affect interpretation; and references to writing include email. To the extent permitted by Law, Part 1F of the Civil Liability Act 2002 (WA) does not apply to the Purchase Order.