

1. AGREEMENT

- 1.1 Our contract with you is to purchase the works, goods and/or services (together the Supply) specified in the purchase order issued by us to you (Purchase Order). These standard conditions, the Purchase Order and any special conditions, specifications, drawings and other documents supplied to you by us for the purpose of being incorporated into the contract between you and us collectively form the contract between us and you (Contract).
- 1.2 You agree that you accept the terms of this Contract on the earlier of either the signing of the Purchase Order by you or other written or verbal acceptance of this Contract or the commencement of your obligations under this Contract.
- 1.3 Where any part of this Contract is unenforceable, illegal or void for any reason then the application of that part shall be reduced only to the extent that such provision is unenforceable, illegal or voided and the enforceability or validity of the remaining provisions of the Contract (or part thereof) will not be affected or impaired in any way.
- 1.4 For the avoidance of doubt, the terms and conditions of this Contract shall supersede any order, conditions or terms provided to you or other prior written agreement for the Supply.
- 1.5 This Contract constitutes the entire agreement between us and you in relation to the Supply. Any assumptions, conditions or qualifications in your tender (if any), any other communication between the parties or other terms and conditions provided by you at any time do not form part of this Contract except to the extent expressly set out in this Contract, and not merely by incorporation by reference.

2. SCOPE

- 2.1 You must perform the Supply in accordance with the Contract, all applicable laws, regulations, standards, requirements of any authority and any direction given by us.
- 2.2 The Supply must be, and you warrant that Supply will be:
 - (a) fit for the purpose communicated to you;
 - (b) performed in a good and workmanlike manner;
 - (c) performed in accordance with all legislation, regulations, standards and requirements of any authority in relation to the provision of the Supply;
 - (d) performed otherwise in accordance with the Contract; and
 - (e) performed so that the Supply and all materials, equipment and goods used in the performance of the Supply, are of good quality, free of defects and will be new.

3. PERFORMANCE

- 3.1 You must perform the Supply in accordance with the Purchase Order or otherwise as directed by us.
- 3.2 You must commence the Supply on the date notified by us to you or as otherwise agreed between us for the commencement of the Supply (Commencement Date) and complete the Supply by the date stated in the Purchase Order or, if none is stated, the date agreed between us for the completion of the Supply (Completion Date). Time is of the essence. If you fail to complete the Supply on time, you must pay us liquidated damages at the rate notified by us to you for every day which the Supply is late. Where no amount of liquidated damages has been notified by us, the rate of liquidated damages shall be those under any head or principal contract or other agreement to which the basis of the Supply attaches to. Should no liquidated damages sum apply, we retain our right to common law damages for any delay arising out of your failure to perform the Supply.

4. PERSONNEL

- 4.1 You must:
 - (a) engage and pay all costs and expenses for personnel required to enable you to provide the Supply;
 - (b) ensure and warrant that you and your personnel have the skill, ability, experience and equipment to perform the Supply, and that all personnel are appropriately trained, licensed, accredited and experienced and supervised by a person who has the requisite experience and qualifications to undertake that supervision; and
 - (c) comply with all applicable laws, regulations, standards, requirements of any authority and agreements relating to the engagement of your personnel.
- 4.2 If directed by us, you must ensure that your personnel participate in any induction training at the site at which the Supply is to be performed or an alternative site communicated by us to you (Site). If the behaviour of any of your personnel results in or contributes to any non-compliance with the Contract or is not otherwise acceptable to us, we may give you written notice to remove them from the Site and you must ensure that any such personnel ceases to undertake any work in connection with the Supply or any other services for us in future. Any costs associated with your compliance under clause 4.2 shall be borne by you.

5. COMPLIANCE

- 5.1 At all times during the performance of the Supply, you must comply, and must ensure that your employees, contractors or agents comply with, and do not place us in breach of, any applicable legislation including legislation relating to occupational health and safety, environment protection, dangerous goods, building safety and electrical safety and any regulations made under such legislation, or requirements of any authority and any directions from us or our agents, employees or subcontractors in relation to such legislation or regulations (including occupational health and safety), standards or requirements from any authority, or any head or principal contract or other agreement to which the basis of this Supply attaches to.

6. PAYMENT

- 6.1 We agree to pay you the purchase price for the Supply indicated in the Purchase Order. We are only obliged to pay for the performance of Supply in accordance with this Contract and provided you have complied with

clauses 5 and 6.

- 6.2 No Purchase Order No Payment. Payment will only be made where the Supply is covered by a Purchase Order issued by us. It is a condition precedent to payment that your invoice quotes a valid Purchase Order number.
- 6.3 We will pay you the undisputed amount of any payment claim (less any amount otherwise due to us by way of set off) within 45 days from the end of the month in which a valid tax invoice was received unless a different payment period is agreed by us in writing. If the amount we pay you differs from the amount that you have claimed, we will provide you with the reasons for that difference and how the sum being paid by us has been calculated.
- 6.4 The purchase price excludes Goods and Services Tax (GST), and any other duty, tax or charge that is payable in respect of the Supply. If GST is payable for the Supply, we will pay you the amount due for GST in addition to the price.

7. SUPPLY OF GOODS

- 7.1 All goods delivered as part of the Supply (Goods) must be accompanied by a delivery slip. We are not required to pay for the Goods unless a delivery slip is signed by us.
- 7.2 We may inspect the Goods after delivery and reject any Goods which we consider to have any defect or are in breach of any warranties contained in or referred to in these standard conditions, or otherwise fail to meet any requirements of the Contract. The provisions of clause 13 will then apply. The acceptance or rejection of any Goods delivered by you will not relieve any obligation to indemnify us for any defect, error or omission in the Goods supplied in accordance with this Contract.
- 7.3 Any goods delivered must be accompanied by any necessary instructions and technical documentation, including operating and service manuals.
- 7.4 If any Goods benefit from any third-party guarantee or warranty, you must assign or transfer it to us or if it cannot be assigned or transferred, you must hold the benefit of the guarantee or warranty as trustee for us and on our behalf.

8. DEFECTS AND WARRANTY

- 8.1 In the execution and provision of the Supply, including any manufactured, designed or provided Goods, you warrant to us that:
 - (a) Any materials used are new and made in accordance with any specification and quality.
 - (b) Such Goods will conform to its description, function, output or operation.
 - (c) The Supply complies with all applicable laws, regulations, standards and requirements of any authority.
 - (d) The Supply is free from defects in design, material and quality and fit for the intended purpose to meet any required output, function or operation.
 - (e) You have made independent assessments of any specifications, drawings or designs provided to you by us or any third party related or unrelated to us in relation to the Supply.
- 8.2 No reliance on any information, representation, document, procedure or other such information provided to you, written, verbal or otherwise, shall reduce your liability to us for the failure or defect of any Goods, equipment or product in connection with the Supply to perform or meet the function or output required.
- 8.3 The warranties required of you under clause 8 are in addition to any statutory warranties applying to the Supply or Goods.

9. INTELLECTUAL PROPERTY

- 9.1 You agree that all intellectual property rights in any technology or work created by you in connection with the Supply (Supply IP) vests in us from the time of creation.
- 9.2 We agree to provide you with a non-exclusive, non-transferrable, royalty free, revocable license to all intellectual property owned by us (including the Supply IP) as is required by you to provide the Supply.
- 9.3 In performing the Supply, you must not infringe the intellectual property rights of any third party for which you do not have a valid license.
- 9.4 You agree to indemnify us for any breach under any law relating to intellectual property rights.

10. TITLE AND RISK

- 10.1 The legal title in any Goods passes to us on the earlier of payment of the purchase price or incorporation of the Goods into any other works. Risk of damage in the Goods passes to us when we have inspected and accepted them at the delivery point.

11. LIABILITY

- 11.1 You indemnify us from and against all losses, liabilities or claims (including legal expenses in consequence) arising out of or in connection with:
 - (a) loss of, including loss of use of or damage to, our property;
 - (b) any claims by any person against us in respect of personal injury or death, loss of or damage to any property, or infringement of third-party intellectual property rights;
 - (c) the performance or non-performance of any Goods, obligations or services required of you under the Supply;
 - (d) a breach by you of the Contract; or
 - (e) otherwise due to your acts, errors or omissions, including your negligence.
- 11.2 Your liability under this clause will be reduced proportionately to the extent that we caused or contributed to the claim, loss, damage or injury due to our willful negligence.
- 11.3 If you breach the Contract and do not remedy that breach within 10 days after receiving written notice from us, we can:
 - (a) recover the loss caused by your breach plus interest at the applicable court interest rate for money claims, accruing from the earlier of the due date for payment and the date of the breach; and/or
 - (b) terminate our Contract in accordance with clause 16.

11.4 Our maximum liability to you for all losses arising in connection with the Contract (other than the purchase price) will not exceed 10% of the total purchase price stated in the Purchase Order. We will not be liable to you for loss of profit, business or revenue or, indirect or consequential loss.

12. INSURANCE

12.1 Prior to carrying out the Supply you must take out and maintain the following insurance policies with insurers together with any other insurance policies notified by us to you (Insurance Policies), on terms and conditions appropriate to cover your obligations under the Contract. Prior to delivery of the Supply you must provide evidence to our satisfaction that you maintain the Insurance Policies. The following insurance policies must be maintained as a minimum:

- (a) Public and Products Liability for a minimum of \$10 million per occurrence (aggregated for Products Liability);
- (b) Professional Indemnity with a minimum limit of \$5 million per claim and in the aggregate
- (c) Any other policy required by law or legislation to complete the Supply or which you deem necessary to cover your obligations.

The policies referred to in this clause 12 must:

- i. be in the joint names of the parties (other than professional indemnity insurance or where precluded at law);
- ii. contain a waiver of subrogation clause whereby the insurer waives any right to claim against us notwithstanding any contribution by us to the incident the subject of a claim; and
- iii. be with an insurer and otherwise on terms acceptable to us.

12.2 The maintenance or holding, including any approval or non-approval of any Insurance Policy shall not limit any obligation required by you to indemnify us for the Supply.

13. DEFECTS RECTIFICATION

13.1 Upon our request, you must correct any defect in the Supply at your own cost.

13.2 If you don't correct the defect within a reasonable time, then we may:

- (a) correct the defect and you will be liable to reimburse us for the costs we incur;
- (b) withhold any payment that may be or becomes due to you until you correct the defect;
- (c) reject the part of the Supply containing the defect which has not been corrected and reduce the price by the amount reflecting the losses we have suffered as a result of the defect.

13.3 If you become aware of any defect prior to or during the Supply, you must immediately notify us. We may take action in accordance with clause 13.2 or provide such other direction to you to rectify such defect. Failure to notify shall be constituted as a breach by you of this Contract.

13.4 This clause survives termination or expiry of this Contract.

14. SECURITY

14.1 You must provide us with the amount and form of security notified by us to you (Security). We may have recourse to the Security whenever you owe us money under the Contract or any other agreement.

15. VARIATIONS

15.1 We may direct a variation to the Supply.

15.2 You waive any claim for payment if you perform a variation that has not been agreed to by us in writing, even if we benefit from the variation and know it is being performed.

15.3 We are not liable to pay any costs associated with a variation unless before the variation commences, we have agreed either the full cost of the variation or the specific method of calculating such cost.

15.4 In the absence of any rate or method of calculation for any variation being agreed to prior to commencement of the variation, the value of any variation to the Supply will be at reasonable rates or prices as determined by us.

16. TERMINATION

16.1 We may terminate the Contract at will by giving you written notice. We will pay you for any Supply which you have completed but for which we have not yet paid and legal title to the Supply or Goods shall pass to us upon payment. We will also pay for your reasonable costs of removal from the Site of your workers, tools, temporary buildings, materials and rubbish. You will repay to us any amount paid in advance for any Supply not completed or any Supply made but which does not comply with the Contract. We will not be liable to you for any loss or cost you incur as a result of such termination.

16.2 We may terminate immediately by written notice if you become insolvent or breach the Contract and do not remedy that breach within 10 days after receiving written notice from us. We will not be liable to you for any loss or cost you incur as a result of such termination.

16.3 We may direct you to suspend the carrying out the Supply for any period of time and you must immediately comply at your own cost. We may direct you to re-commence the Supply at any time after any suspension and you must immediately comply.

16.4 Termination of the Contract will not affect any right, power, remedy, obligation, duty or liability of any party under the Contract which has accrued to the date of termination.

16.5 On termination, you must immediately remove from the Site all of your workers, tools, temporary buildings, materials and rubbish.

17. MODERN SLAVERY

17.1 You acknowledge that SRG Global is required to comply with the requirements of the Modern Slavery Act 2018 (Cth), being Australian legislation. Notwithstanding that it is Australian legislation, and regardless of whether it directly applies to you, you must assist SRG Global in complying with its obligations in accordance with this clause.

17.2 You warrant that you do not utilise Modern Slavery and that you have

investigated the labour practices of the entities in your supply chain and that no entity in your supply chain utilises Modern Slavery in its operations. Without limiting any other provision of the Contract, you:

- (a) warrant that you will comply with SRG Global's Modern Slavery Statement, as may be updated or amended from time to time;
- (b) must take all steps to identify, investigate and eliminate all practices of Modern Slavery from your operations and supply chain;
- (c) must establish and maintain all necessary policies, procedures, processes and tools to identify the risks of Modern Slavery within your operations and supply chain;
- (d) must immediately notify SRG Global if you become aware of any identified or confirmed, or suspect that, Modern Slavery practices are being utilised in your operations or supply chain;
- (e) must include a term or clause in any agreements with subcontractors who are supplying any part of the Supply requiring that subcontractor to comply with SRG Global's Modern Slavery Statement and take all steps to identify, investigate and eliminate all practices of Modern Slavery from its operations and supply chain;
- (f) must, upon SRG Global's reasonable request, provide evidence to SRG Global's reasonable satisfaction of your compliance with this clause; and
- (g) must, upon SRG Global's reasonable request, permit SRG Global to undertake inspections or verifications to validate your compliance with this clause and provide all reasonable assistance to SRG Global to satisfy its reporting obligations under the Modern Slavery Act 2018 (Cth).

17.3 SRG Global will be entitled to terminate this Agreement immediately if you do not take reasonable steps to remedy any identified instances of Modern Slavery within the reasonable timeframe specified by SRG Global.

17.4 For the purposes of this clause, 'Modern Slavery' has the same meaning as set out in the Modern Slavery Act 2018 (Cth).

18. GENERAL

18.1 Nothing in the Contract creates or implies an obligation of exclusivity on either party.

18.2 All references to "you" in the Contract means the entity described as the Creditor in the Purchase Order and includes anyone under your direction including your employees, agents, contractors, consultants or agents undertaking the Supply or attending the Site.

18.3 All references to 'us' under this Contract means the legal entity (and using the trading name) that issued and is named in the Purchase Order and the benefit (but not the burden) of the Contract extends to include any related body corporate, parent, directors, officers, employees, agents or other such affiliates of that entity who maintain an interest in this Contract.

18.4 All references to "authority" under this Contract includes every minister, government authority, regional or territorial authority or other statutory or regulatory authority.

18.5 You must maintain strict confidentiality about the Contract and may only use and disclose to employees who have a need to know, any documents, know-how and confidential information of or about us of which you become aware or generate in connection with performing the Supply. This clause survives termination or expiry of this Contract.

18.6 This Contract does not create a relationship of employment, agency or partnership between the parties.

18.7 We may but you must not (without our prior written consent which can be withheld at our discretion) assign, novate or otherwise transfer any rights and obligations under the Contract.

18.8 This Contract may not be amended, supplemented or varied other than in writing signed by both parties.

18.9 Any notice required to be given under the Contract must be in writing.

18.10 No waiver by us of any breach of the Contract by you will be considered as a waiver of any subsequent breach of the same or any other provision.

18.11 You are required to obtain and comply with the SRG Global Code of Conduct.

18.12 This Contract is governed by and to be construed in accordance with the laws of New Zealand.

18.13 All obligations to indemnify survive termination of this Contract, are separate and continuing obligations, are triggered on demand and do not require the indemnified party to first make payment.

18.14 You bear all risks and loss you incur in performing the Supply except to the extent that this Contract expressly imposes that risk or loss on us.

18.15 Where we 'may' do or not do something, or otherwise have a discretion, the discretion is absolute and is not required to be exercised for the benefit of, or having regard to, you, and may be given with conditions.

18.16 Unless we give you prior written consent, you must not make any public statements or advertisements concerning this Contract, us or any head or principal contract or other agreement to which the basis of this Supply attaches to. This clause survives termination or expiry of this Contract.

18.17 If requested by us, you must provide us with all reasonable access during the Supply, and for a period of seven (7) years after completion of the Supply, to all books, records, systems, procedures and other documents relating to this Contract. This clause survives the termination or expiry of this Contract.