

Purchase Order Terms and Conditions

1 DEFINITIONS:

In the Contract, the following definitions apply, except where the context otherwise requires:

"Acceptance" has the meaning given in clause 8.5;

"Agreed Amount" has the meaning given in clause 12.1;

"Claim" includes any action, claim, demand or proceeding;

"Commencement Date" means the date specified in the Purchase Order for the commencement of the Services, if any;

"Company Provided Information" means any information, documentation or data provided by the Company to the Contractor and/or identified in the Purchase Order;

"Company's Representative" means the person specified on the Cover Sheet as the Company's Representative;

"Completion Date" means the date for completion of the Services, as specified in the Purchase Order, if any, and "Completion" has the same meaning;

"Contract" means these Terms and Conditions, together with a Purchase Order, including any appendices, schedules and/or amendments agreed in writing;

"Contract Documents" means the documents listed in clause 3.4;

"Deliverable" means a product, outcome or related material to be achieved or delivered by the Contractor pursuant to the Contract, as specified in the Purchase Order;

"Delivery Date" means the date specified in the Purchase Order for delivery of the Goods, if any and as applicable;

"Delivery Point" means the location on the Site to which the Contractor must deliver the Goods being the loading dock at 37 Kent St, Woolloongabba, Queensland or as specified in the Purchase Order;

"Goods" means the goods specified in the Purchase Order to be supplied by the Contractor as part of the Services;

"GST" has the meaning used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended, or any replacement or other relevant legislation and regulations. Terms defined by that Act and used (without separate definition) in this Purchase Order shall have the meaning given to them by that Act;

"Intellectual Property" means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, trade secret, know-how, proprietary information or other right in respect of any information, process, work, material or method;

"Legislation" means all:

- (a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory in which the Site or Delivery Point is located;
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the supply or performance of the Goods/Services;
- (c) the requirements of any authority with jurisdiction in respect of the Goods/Services and/or the Site, as applicable; and
- (d) fees and charges payable in connection with the foregoing;

"Party" or "Parties" means the Company and the Contractor together or individually as the context requires;

"PPE" has the meaning given in clause 20.2;

"PPSA" means the Personal Property Securities Act 2009 (Cwlth);

"Price" means the price for the Goods/Services specified in or determined in accordance with the Purchase Order;

"Purchase Order" means a Purchase Order issued by the Company under clause 4;

"Reimbursable Liability" has the meaning given in clause 12.2;

"Schedule of Rates" means the schedule of rates (if any) contained in Annexure A;

"Services" means the Goods, Deliverables and services to be provided by the Contractor as specified in the Purchase Order;

"Site" means the site or premises at which the Delivery Point is located or where the Services are to be performed and other obligations under this Purchase Order fulfilled being 37 Kent St, Woolloongabba, Queensland or as specified in the Purchase Order (if relevant);

"WH&S Act" means the Work Health and Safety Act 2011 (Qld), as amended and any of its respective regulations.

2 COMPANY CONTRACTS AS TRUSTEE

2.1 Despite anything else in this Contract, but subject to clause 2.2:

- (a) the Company enters into the Contract in its capacity as trustee of the Translational Research Institute Trust (the "**Trust**") and is only liable in its capacity as trustee;
- (b) the Company's liability to any person (including the Contractor) in connection with the Contract (or any transaction in connection with it) is limited to the extent to which the liability can be satisfied out of the Trust property by the Company exercising its right of indemnity out of the Trust property; and
- (c) payment by the Company of an amount equal to the amount (if any) it receives under its right of indemnity in respect of any such liability constitutes a complete discharge by the Company of that liability.

2.2 The Contractor may not seek to recover any amounts owing to it under this Contract by applying to have the Company wound up. However, the Contractor may:

- (a) do anything necessary to enforce its rights in connection with the Trust property; and
- (b) take proceedings to obtain:
 - (i) an injunction or other order to restrain any breach of this Contract by the Company; or
 - (ii) declaratory relief or other similar judgment or order as to the obligations of the Company under this Contract.

2.3 The Company is not obliged to do or not do any thing in connection with this Contract (including enter into any transaction or incur any liability) unless the Company's liability is limited in a manner which is consistent with this clause 2.

3 APPLICATION OF TERMS

3.1 The Contract constitutes the entire agreement between the Parties superseding all prior understandings and agreements relating to the subject matter.

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- 3.2 The Contract details the only terms and conditions on which the Company will deal with the Contractor to the exclusion of all other terms and conditions.
- 3.3 If the Contractor (or any person on the Contractor's behalf) purports to impose upon the Company or incorporate into this agreement any additional or varied terms by any means whatsoever, including in the Contractor's delivery documentation or in any other notification purported to be provided or delivered by or on behalf of the Contractor, then such terms will be null and void and of no force or effect.
- 3.4 The Contract comprises and consists of the following:
- (a) the Purchase Order;
 - (b) these Terms and Conditions;
 - (c) any annexures, schedules or attachments to the Purchase Order; and
 - (d) any other document forwarded by the Company to the Contractor before the Contractor executes the Contract and expressly stated by the Company to form part of the Contract, (collectively, the "**Contract Documents**").
- 3.5 Where any inconsistency, ambiguity or discrepancy exists in or between the Contract Documents, that inconsistency, ambiguity or discrepancy will be resolved as follows:
- (a) firstly, by reading the Contract Documents in descending order of precedence as set out in clause 3.4;
 - (b) where paragraph 3.5(a) does not resolve the inconsistency, ambiguity or discrepancy, the Contractor shall comply with the highest quality or standard specified or perform the more onerous obligation; and
 - (c) where neither paragraph 3.5(a) nor 3.5(b) resolves the inconsistency, ambiguity or discrepancy, the Contractor shall request and comply with the Company's Representative's direction as to the interpretation and construction to be followed in respect of the inconsistency, ambiguity or discrepancy.
- 3.6 The Contractor shall not be entitled to make any Claim, or receive any compensation whatsoever, in relation to any inconsistency, ambiguity or discrepancy in or between any of the documents constituting the Contract Documents, or as a result of any direction by the Company's Representative under clause 3.5.
- 3.7 Any amendment to these Terms and Conditions has no effect unless expressly agreed in writing.
- ### 4 PURCHASE ORDERS
- 4.1 The Company may at any time request the Contractor to provide Goods and/or Services by issuing a Purchase Order.
- 4.2 A valid Purchase Order must specify:
- (a) the relevant Company purchase order number;
 - (b) in the case of Goods, must identify the Goods for delivery, specify quantities, and the delivery location, and may include any specifications or other requirements that the Contractor or the Goods must comply with; and
 - (c) in the case of Services, must describe the Services to be provided and specify the location at which the Services are to be provided, and may include any other relevant matters such as the hours during which Services are to be provided, applicable service levels and service level rebates.
- 4.3 If no date for the delivery of Goods is specified in a Purchase Order, they are to be delivered on the next Business Day after the date of delivery of the Purchase Order to the Contractor.
- 4.4 Unless rejected by the Contractor within 1 Business Day of delivery of a Purchase Order to the Contractor, a Purchase Order will be deemed to be accepted by the Contractor.
- ### 5 VARIATIONS
- The Company reserves the right to vary the Goods/Services. Variations will be in writing and may include an increase or decrease in the quantity, character, quality, kind or execution of the Goods/Services, and changes to delivery and the work programme, as applicable. Variations relating to Price will be valued in accordance with any rates or prices included in the Purchase Order at the rates set out in the Schedule of Rates to the Purchase Order, failing which the Contractor will without undue delay, submit a written estimate of the proposed change to compensation which must be agreed prior to variations being undertaken.
- ### 6 NO MINIMUM PURCHASE AND NON-EXCLUSIVITY
- 6.1 The Company is under no obligation, whether under or in connection with these Terms and Conditions or otherwise, to purchase any, or any minimum quantity of, Goods and Services.
- 6.2 The Contract is non-exclusive. The Company may at any time purchase any goods and services, including goods and services identical or similar to the Goods and Services, from any third party.
- ### 7 CONTRACTOR'S GENERAL OBLIGATIONS
- 7.1 The Contractor must:
- (a) perform the Services and provide any Goods or Deliverables:
 - (i) in accordance with the requirements of this Contract and all Legislation;
 - (ii) unless otherwise stated, at its cost; and
 - (iii) to the reasonable satisfaction of the Company;
 - (b) perform the obligations of the Contractor under this Contract.
- 7.2 The Contractor warrants that:
- (a) the Goods shall, as at the Delivery Date:
 - (i) be of good and sound design, materials and workmanship;
 - (ii) be new, of merchantable quality and fit for the purpose for which they are intended to be used;
 - (iii) be free from defects (including defects in design, materials, performance, operation and workmanship), deficiency or omissions of any kind;
 - (iv) conform to the particulars stated in this Contract including particulars relating to quantity, quality, description, drawings, plans, acceptance criteria, sample and specification, if applicable, and meet any Company requirements; and
 - (v) be free from any encumbrances or defects in title;
 - (b) the Contractor will, and will ensure its personnel, perform the Services in a thorough, competent, professional and workmanlike manner and to a high professional standard using industry best practices and in accordance with the requirements of the Contract;
 - (c) all resources (including any equipment) used by the Contractor in supplying the Goods or carrying out the Services shall be of good quality, without defect, be suitable for the purpose and use for which they are intended or used, shall conform to the Contract and shall perform in accordance with the requirements and conditions of this Contract; and
 - (d) the Goods/Services will:

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- (i) comply with the Contract and the appropriate Australian or international standards or equivalent specifications relevant to the Goods/Services; and
 - (ii) comply with all Legislation applicable to the Goods/Services.
- 7.3 In respect of the supply or performance of the Services on Site, the Contractor must keep the Site clean and tidy and clear away all rubbish occasioned by the performance of the Services and must remove all of its equipment, appliances, tools and surplus material at the end of the Services.
- 7.4 Before delivering any Goods, the Contractor shall inspect and conduct tests to ensure that the Goods comply with the requirements of the Contract and supply to the Company certificates of the results of such inspection and testing as may be reasonably required by the Company, or as required by this Contract or Legislation.
- 7.5 The Contractor is responsible, at its own risk and expense, for all permits, licences, registrations, certificates or other administrative authorisations required by any Legislation in order to comply with its obligations under the Contract.
- 7.6 The Contractor acts as an independent contractor and neither the Contractor nor its personnel (including the personnel of any of the Contractor's related bodies corporate) are deemed to be either expressly or impliedly employees of the Participants.
- 8 DELIVERY/COMMENCEMENT/ COMPLETION**
- 8.1 The Contractor must commence performance of the Services by the Commencement Date.
- 8.2 Unless otherwise stated in the Purchase Order, the Contractor must deliver the Goods to the Delivery Point on the Delivery Date and/or complete the Services by the Completion Date (as applicable). If the Contractor is unable to meet the Delivery Date and/or the Completion Date (as applicable), the Contractor must notify the Company at the earliest possible opportunity.
- 8.3 Any Goods delivered must be adequately packed and protected to withstand transit and storage, marked with the Purchase Order number and accompanied by a packing note and all necessary certificates, drawings and documents or by such other things specified in the Contract.
- 8.4 The Goods must be unloaded at the Delivery Point on the Delivery Date by the Contractor in accordance with all Legislation and all requirements of this Contract. Where Goods are supplied as part of this Contract, the Price includes all costs of delivery of the Goods.
- 8.5 The Goods will be deemed to be accepted by the Company at the earlier of when the Company notifies the Contractor in writing that the Goods have been accepted or thirty days after the date the Goods are delivered ("**Acceptance**").
- 8.6 Acceptance of the Goods by the Company does not relieve the Contractor of any of its obligations under the Contract.
- 8.7 If the Company reasonably determines that:
- (a) the Goods do not comply with the Contract; or
 - (b) the Contractor has breached any of the terms of the Contract,
- the Company may reject the Goods by giving a written rejection notice to the Contractor.
- 8.8 If Goods are rejected by the Company, and the Contractor does not repossess the Goods within 30 days after receiving the notice of rejection, the Company may sell or otherwise dispose of the Goods at the Contractor's cost.
- 8.9 The Contractor must reimburse the Company for any costs or expenses incurred by the Company as a consequence of the rejection of the Goods.

- 9 TITLE AND RISK**
- 9.1 Title in the Goods or any part thereof shall pass to the Company on allocation of the Goods (or items thereof) to this Contract or delivery of the Goods to the Delivery Point or on payment by the Company (whichever is earlier).
- 9.2 Risk in the Goods passes to the Company when the Goods are delivered to the Delivery Point.
- 10 INFORMATION:**
- 10.1 The Contractor shall supply with any Goods all engineering, technical and other data and manuals required for the satisfactory use, maintenance, repair, installation or operation of the Goods.
- 10.2 The Contractor acknowledges and agrees that:
- (a) the Company makes no representation or warranty as to the sufficiency, accuracy or completeness of any of the Company Provided Information;
 - (b) the Company Provided Information has been provided to the Contractor only to assist the Contractor in the performance of its obligations under the Contract and with the provision of Services and/or the Deliverables and the Contractor must not rely on that information for any purpose;
 - (c) any error or omission in the Company Provided Information will have no effect on:
 - (i) the warranties given by the Contractor under this Contract; or
 - (ii) the other obligations of the Contractor under the Contract;
 - (d) the Contractor has not and will not rely on the Company Provided Information for any purpose unless the Contractor has first independently verified the accuracy of the Company Provided Information; and
 - (e) the Contractor will have no Claim arising from or in connection with the inaccuracy, incompleteness or inadequacy of the Company Provided Information or the non-provision of information by the Company.
- 10.3 The Contractor agrees that it will immediately inform the Company should it become aware that Company Provided Information, or any information subsequently provided by the Company, is insufficient or incorrect in any way.
- 11 PRICE AND PAYMENT**
- 11.1 Subject to the Contractor complying with its obligations under the Contract, the Company will pay the Contractor the Price adjusted by any additions or deductions made pursuant to the Contract.
- 11.2 Except to the extent otherwise provided in the Contract, the Price will be the total compensation payable by the Company for the Goods and/or Services.
- 11.3 The Price is inclusive of all taxes but exclusive of GST, unless otherwise specified in the Contract. No additional charges will be made on account of new or existing or increased taxes, government levies or charges applicable to the Services or the Contract.
- 11.4 The Contractor will not be entitled to an adjustment to the Price as a result of rise and fall.
- 11.5 The Contractor shall submit to the Company a claim for payment in the form of a valid tax invoice upon:
- (a) delivery of the Goods, or
 - (b) Completion of the Services (if specified in the Purchase Order); or
 - (c) if not specified in the Purchase Order, within 10 days at the end of the month in which those Services were performed.

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- 11.6 The Company may withhold all or part of any payment to the Contractor without payment of interest for any of the following causes:
- (a) in respect of the supply of Goods or the performance of Services or any part thereof that is not in accordance with the Contract;
 - (b) in respect of any breach by the Contractor of this Contract; and
 - (c) in respect of any item in any payment claim disputed by the Company.
- 11.7 The Company shall pay to the Contractor the amount stated in the invoice within 30 days after the receipt of a valid tax invoice.
- 12 GST AND TAXES**
- 12.1 Where under the Contract a Party is obliged to pay the other Party an amount calculated by reference to an agreed rate or an agreed lump sum, unless the agreed rate or lump sum is expressed to include GST, the Party shall pay the aggregate of:
- (a) the amount calculated by reference to the agreed rate or the agreed lump sum (as the case may be) ("**Agreed Amount**"); and
 - (b) GST (if any) payable on the taxable supply in respect of which the Agreed Amount is payable.
- 12.2 Where under the Contract a Party is obliged to pay an amount calculated by reference to the cost, expense, loss or other liability suffered or incurred by the other Party ("**Reimbursable Liability**") the Party shall pay the aggregate of:
- (a) the Reimbursable Liability net of input tax credits available to the other Party in respect of the Reimbursable Liability; and
 - (b) GST (if any) payable on the taxable supply in respect of which the Reimbursable Liability is payable.
- 12.3 The Contractor shall be liable for all taxes arising in connection with this Contract or any payment under this Contract. The Contractor shall indemnify and hold the Company harmless from and against all taxes and brokerage fees assessed or levied against the Company in respect of any item of equipment provided by the Contractor for the purposes of the Contract.
- 13 REMEDIES**
- 13.1 The Contractor must, as directed by the Company, promptly repair, replace or re-supply any Goods, or re-perform any Services, which are found to be defective or otherwise not in accordance with the Contract, and must pay any removal, reinstallation, access, shipping or labour costs in respect of those Goods and Services, in the 12 months commencing on the date of Acceptance or the date of Completion of the Services (as applicable) at no cost to the Company. If the Contractor fails after reasonable notice to comply with the Company's direction, the Company may take such action as it considers appropriate to overcome the defect or non-compliance and all costs incurred by the Company in taking such action will be paid by the Contractor to the Company on demand, and any such action will not void or affect the warranties given by the Contractor under this Contract nor constitute a waiver of any other rights or remedies the Company may have under the Contract.
- 13.2 The rights and remedies in this clause 13 are in addition to and without prejudice to the Company's other rights and remedies in law, equity and/or under the Contract.
- 14 INTELLECTUAL PROPERTY**
- 14.1 The Contractor indemnifies, defends and holds harmless the Company from any Claims for infringement or breach of any Intellectual Property rights relating to the use or supply of the Goods/Services or the Deliverables.
- 14.2 The Contractor will procure for the Company all Intellectual Property rights which are reasonably required by the Company for the use and enjoyment of the Goods/Services. Any Intellectual Property rights created for the Company, or included in any Deliverable, are assigned upon creation to the Company (unless otherwise specified in the Purchase Order). The Contractor will obtain a licence to use those Intellectual Property rights solely to the extent necessary to perform its obligations under the Contract.
- 15 CONFIDENTIALITY**
- 15.1 Any information disclosed by or on behalf of the Company to the Contractor in connection with the Contract is to be treated as confidential by the Contractor and used only for the provision of the Goods or the performance of the Services. The Contractor will not make use of the Company's name or publish any matter relating to the Contract without the Company's prior written consent. The Contractor may disclose confidential information to the extent such disclosure is required under any applicable law.
- 15.2 The Contractor acknowledges and agrees that the Company is required, and is therefore entitled, to disclose any information relating to this Contract to its shareholders.
- 16 INDEMNITIES**
- 16.1 The Contractor indemnifies the Company against any liability, loss, damage or expense (including legal expenses on a full indemnity basis) arising directly or indirectly from or in connection with:
- (a) any breach of warranty by the Contractor;
 - (b) any breach of this Contract by the Contractor;
 - (c) any wilful, unlawful or negligent act or omission by the Contractor or its personnel;
 - (d) any injury, illness or death of any person caused or contributed to by the Contractor or its personnel;
 - (e) any property loss or damage caused or contributed to by the Contractor or its personnel;
 - (f) any penalty imposed for breach of Legislation in connection with the performance of the Services by the Contractor or its personnel;
 - (g) any infringement of Intellectual Property rights by the Contractor or its personnel or any Claim that the Goods or any Deliverable or the Company's use of the Goods or Deliverables as contemplated by this Contract, infringe the Intellectual Property rights of any third party;
 - (h) any breach by the Contractor of clause 20 or the WH&S Act; and
 - (i) any Claim, action, demand or proceeding by a third party against the Company caused or contributed to by the Contractor or its Personnel.
- 16.2 The Contractor's liability under the indemnity in clause 16.1 to a party referred to in that clause will be reduced proportionally to the extent only that a negligent act or omission of that party has contributed to the liability, loss, damage or expense.
- 16.3 The indemnity given under this clause 16 applies irrespective of whether any claim is made in tort, under contract or otherwise at law and applies irrespective of cause and notwithstanding the negligence (including gross negligence) or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party.
- 17 INSURANCE**
- 17.1 The Contractor shall effect and maintain throughout the continuance of this Contract, the insurance policies required by this clause. The Contractor shall bear any and all excesses or deductibles in relation to any claim on a policy.

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<p>17.2 The Contractor shall provide the Company with a certificate of insurance endorsed by the Contractor's insurers or brokers for each policy of required insurance within 5 days of issue of the Purchase Order.</p>	<p>18.7 If the Company terminates for the Contractor's default, the Contractor indemnifies, defends and holds harmless the Company against all costs (including legal costs) or expenses incurred by the Company in obtaining the Goods/Services elsewhere and/or arranging for a third party to supply or complete the Goods/Services.</p>
<p>17.3 If any policy is cancelled or if there is a material change which may affect the Company's interest or if the Contractor fails to effect or maintain any policy which it is required by this Contract to effect and maintain, the Company may at its sole discretion effect and maintain any such insurance or additional insurance as the Company considers necessary and recover the cost from the Contractor.</p>	<p>18.8 Except if expressly provided in writing, termination of these Terms and Conditions does not terminate any Contract that may be in force as at the effective date of termination of these Terms and Conditions.</p>
<p>17.4 The insurances required are:</p> <ul style="list-style-type: none">(a) where any Goods are to be supplied as part of the Contract, product liability insurance for an amount in respect of any one occurrence not less than \$10,000,000 per event (or any lesser amount agreed by Company). The policy must cover the Contractor, all sub-contractors and their respective employees and agents in respect of liability to each other and to third parties for death or injury or damage to property other than the Goods. The Contractor indemnifies the Company against any such liability;(b) where any Services are to be supplied as part of the Contract, professional indemnity insurance for an amount in respect of any one occurrence not less than \$10,000,000 per event (or any lesser amount agreed by Company);(c) workers compensation insurance for the amount or amounts required by law which covers liability under statute and at common law; and(d) general third party insurance with a combined bodily injury and property damage limit of not less than \$10,000,000 (or any lesser amount agreed by Company) per occurrence or series of occurrences arising from the one event. Such insurance shall contain an indemnity to principals clause.	<p>19 ASSIGNMENT</p> <p>19.1 The Contractor must not assign, transfer or sub-contract the Contract in whole or in part or any legal or equitable interest without the prior written consent of the Company.</p> <p>19.2 The Company is entitled to freely assign or transfer the Contract in whole or in part or any legal or equitable interest to any third party by giving written prior notice to the Contractor.</p> <p>20 HEALTH AND SAFETY</p> <ul style="list-style-type: none">(a) This clause applies where the Contractor is required to access the Site for the purpose of performing the Services or delivering the Goods.(b) The Contractor:<ul style="list-style-type: none">(i) will be fully responsible for ensuring that the Contractor performs its duties under the Contract safely; and(ii) accepts responsibility for compliance with the WH&S Act from the Commencement until the expiry or termination of the Contract; and(iii) unless otherwise advised by the Company, will comply with their duties as a "Person with Management or Control of the Workplace" (as defined in the WH&S Act) at the Site.(c) The Contractor acknowledges and agrees that:<ul style="list-style-type: none">(i) the Company is not obliged to check or monitor the Contractor's compliance with the requirements of the WH&S Act;(ii) the random audits referred to in this clause do not relieve, limit or otherwise affect the Contractor's responsibilities under the WH&S Act and the Contract;(iii) the Company has certain duties under the WH&S Act;(iv) the Contractor must (at its own cost and expense and without any entitlement to any Claim of any kind whatsoever) immediately comply with:<ul style="list-style-type: none">(A) the reasonable directions given by the Company so as to enable the Company to comply with its duties under the WH&S Act;(B) all directions given by the Company to stop work due to safety related issues; and(C) directions on safety issued by any Authority;(v) the Contractor must in performing the Services:<ul style="list-style-type: none">(A) perform the Services in such manner as to not place the Company in breach of its duties under the WH&S Act;(B) comply in all relevant respects with the WH&S Act, including, where relevant, the "designers" duties and functions under the WH&S Act;
<p>18 TERM AND TERMINATION</p> <p>18.1 These Terms and Conditions commence operation on the Commencement Date.</p> <p>18.2 Each Contract commences on the date of, or on such as date as may be specified in, the relevant Purchase Order and continues (subject to earlier termination) until the parties have performed all of their obligations under the Contract.</p> <p>18.3 If the Purchase Order is not dated and does not specify a commencement date then the commencement date of the Contract will be the date of acceptance or deemed acceptance of the Purchase Order under clause 4.4.</p> <p>18.4 Each Contract is a separate agreement which is independently terminable. Termination of a Contract (or of all Contracts) does not have the effect of terminating these Terms and Conditions.</p> <p>18.5 The Company may terminate all or part of the Contract for its convenience by written notice. If the Company terminates for its convenience, the Contractor will be entitled to payment pro-rata for satisfactory performance prior to termination plus any reasonable and documented expenses directly incurred by the Contractor in cancelling orders and work in progress.</p> <p>18.6 The Company may, in addition to its other rights or remedies, terminate all or part of the Contract by immediate written notice for:</p> <ul style="list-style-type: none">(a) the Contractor's actual or anticipated breach of any Contract provision and failure to correct such actual or anticipated breach within a time period agreed by the Company (where applicable); or(b) any act related to bankruptcy, reorganisation, receivership or insolvency. <p>Upon termination, the Company may (if applicable) immediately take possession of any of the Goods or Deliverables to be provided under the Contract.</p>	

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<p>(C) establish and implement a process that provides for the Company or any other persons affected by the work undertaken by the Contractor to be informed about and consulted in relation to the hazards and controls identified in the work method statements or changes made thereafter;</p> <p>(D) properly supervise its personnel;</p> <p>(E) provide a representative if requested by the Company to attend and take part in any workplace health and safety committee; and</p> <p>(F) facilitate a formal design risk assessment workshop led by a suitably qualified facilitator to consult with the Company and discuss safety.</p> <p>(d) The Contractor must (and must ensure that its personnel):</p> <p>(i) comply with any specific safety requirements for the Site, work method statements, the Company's own safety system including the Company's safety plan, and the reasonable safety directions given by the Company;</p> <p>(ii) attend a health and safety induction conducted by the Company prior to starting work on the Site;</p> <p>(iii) ensure that all machinery, tools, plant and equipment used for the performance of the Work under the Contract is maintained so as to enable the Contractor to meet its obligations under this Contract; and</p> <p>(iv) program and co-ordinate its performance of the Services so as to minimise the effect on any existing operations at the Site.</p> <p>(e) The Contractor must verbally notify the Company immediately after the occurrence on the Site or the Site of any incident or injury involving or caused by the Contractor or the Contractor's Personnel, including any work related illness, work injury, dangerous event, or serious bodily injury.</p> <p>(f) The Contractor must provide the Company with copies of all statutory notices and correspondence of whatsoever nature concerning the WH&S Act within 1 hour of the dispatch and/or receipt by the Contractor. Outside the Company's normal work hours, the Contractor must verbally notify the Company of such events and provide copies to the Company on request or on the following normal work day, whichever is the earlier.</p> <p>(g) The Company may carry out random audits and inspections to ensure that all work being carried out is being done so in accordance with any Site-specific safety requirements, the Company's safety system and the WH&S Act.</p> <p>(h) If the Contractor witnesses or becomes aware of any actual or potential risk relating to the workplace or work activities being undertaken, the Contractor must immediately notify the Company of such situation and provide the Company with all details the Company reasonably requires.</p>	<p>The wearing of PPE on Site is mandatory.</p> <p>20.3 All plant and equipment used by the Contractor on Site shall comply with all Legislation. If requested by the Company, the Contractor shall provide certificates confirming such compliance before such plant and equipment is brought on Site. The Company may inspect the plant prior to mobilisation to the Site and Completion. Daily checklists for plant shall be carried out, duly signed by the operator and presented to the Company for inspection. Servicing, maintenance, refuelling and wash down of the plant and equipment shall only take place at designated locations.</p> <p>20.4 The Contractor and the Company must in accordance with any Legislation, so far as is reasonably practicable, consult, cooperate and coordinate activities with each other in relation to any matter where the Contractor and the Company both have a duty in relation to work health and safety.</p> <p>21 PERSONAL PROPERTY SECURITIES ACT 2009</p> <p>21.1 If the Company determines that this Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the Contractor agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company asks and considers necessary for the purposes of:</p> <p>(a) ensuring that the security interest is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective; or</p> <p>(b) enabling the Company to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by the Company; or</p> <p>(c) enabling the Company; to exercise rights in connection with the security interest.</p> <p>21.2 Everything the Contractor is required to do under this clause is at the Contractor's cost and expense. The Contractor agrees to pay or reimburse the costs of the Company in connection with anything the Contractor is required to do under this clause.</p> <p>21.3 For the purposes of this clause, "the Company's Personal Property" means all personal property of the Company the subject of a security interest granted in favour of the Company under this Contract.</p> <p>21.4 The Contractor agrees:</p> <p>(a) not to create any security interest or lien over any of the Company's Personal Property;</p> <p>(b) not to sell, lease or dispose of its interest in the Company's Personal Property;</p> <p>(c) not to give possession of the Company's Personal Property to another person except where the Company expressly authorises it to do so;</p> <p>(d) to notify the Company at least 14 days before:</p> <p>(i) the Contractor changes its name, Company place of business or place of registration or incorporation;</p> <p>(ii) any ABN, ARBN or ARSN allocated to the Contractor changes, is cancelled or otherwise ceases to apply to it (or if it does not have an ABN, ARBN or one is allocated, or otherwise starts to apply, to it); and</p> <p>(iii) the Contractor becomes trustee of a trust, or a partner in a partnership.</p> <p>21.5 If the Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, each party agrees that to the extent the law permits them to be excluded:</p> <p>(a) sections 142 and 143 of the PPSA are excluded and the relevant secured party need not comply with the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130,</p>
<p>20.2 The Contractor shall provide all personnel who enter the Site with the following minimum personal protective equipment ("PPE"):</p> <p>(a) hard hats;</p> <p>(b) high-visibility vests (orange only in colour);</p> <p>(c) safety boots - steel toe capped;</p> <p>(d) safety glasses (where required);</p> <p>(e) gloves (where required); and</p> <p>(f) hearing protection (where required).</p>	

132(3)(d), 132(4) and any other provision of the PPSA notified to the grantor by the relevant secured party after the date of this Contract; and

- (b) the Company need give any notice required under any provision of the PPSA (except section 135).

21.6 This clause applies despite any other clause in the Contract.

22 GOVERNING LAW & DISPUTE SETTLEMENT

22.1 This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the law of Queensland.

22.2 The Queensland courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Contract including a dispute relating to any non-contractual obligations arising out of or in connection with this Contract and the Parties submit to the exclusive jurisdiction of the Queensland courts.

23 COUNTERPARTS

This Contract may consist of a number of copies each signed by one or more parties to the Contract. If so, the signed copies are treated as making up the one document.

24 AMENDMENTS

No alteration of this Contract shall be binding upon any party unless made in writing and executed by the parties to this Contract.

25 ASSIGNMENT

The Contractor may not assign its right, title and interest under or pursuant to this Contract without the prior written consent of the Company. This Contract shall be for the benefit of and be binding upon the parties and their respective successors, legal representatives and permitted assigns.

26 COSTS

Each party bears its costs in relation to the preparation and execution of the Contract.

27 ENTIRE CONTRACT

- (a) This Contract constitutes the full and complete understanding between the parties with respect to the subject matter of this Contract.
- (b) The parties agree that any pre-contractual representations and warranties, whether made orally or in writing, are of no effect, with the result that neither party is entitled to found any claim to damages in reliance upon any pre-contractual representations and warranties.

28 TIME OF THE ESSENCE

Time shall in all respects be of the essence of this Contract.

29 WAIVER

A provision or a right created under this Contract may not be waived or varied except in writing by the party or parties to be bound.