

Standard Purchasing Terms and Conditions

THE SELLER ACKNOWLEDGES AND AGREES THAT ALL PURCHASES, AND PURCHASE ORDERS ISSUED BY THE BUYER, WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, UNLESS OTHERWISE AGREED TO IN WRITING:

1. DEFINITIONS

Business Day is a day other than a Saturday or a Sunday or a Public Holiday in the state in which the Goods and/or Services are supplied to the Buyer;

Buyer means James Hardie Australia Pty Ltd ABN 12 084 635 558

Claim means any claim, right of action or demand (or similar legal entitlements), in any jurisdiction, including at law, tort (including negligence), under statute, in equity including restitution or unjust enrichment, for rectification, frustration or for any other legal or equitable remedy;

Competition and Consumer Act means the *Competition and Consumer Act 2010* (Cth);

Conditions means the terms and conditions set out in this Standard Purchasing Terms and Conditions;

Confidential Information means any information in which the Company holds a proprietary interest; any information which a reasonable person would ordinarily regard as sensitive business information or confidential; and any information identified by the Company as confidential, which may include customer and supplier identities, supply and sales volumes, selling fees and other sensitive commercial information, accounting, financial and statistical information, trade secrets, know-how, formulae, business and marketing plans and projections, and arrangements with third parties, whether reduced to material form or embodied in computer software or otherwise;

Date of Delivery means the date for delivery of the Goods and/or Services (as applicable) which is set out in the Purchase Order or otherwise agreed to in writing by the Parties;

Delivery Address means the address to which the Goods and/or Services (as applicable) are to be delivered which is set out in the Purchase Order or otherwise agreed to in writing by the Parties;

Environmental Requirements means Environmental Planning and Assessment Act 1979 (NSW) and Environmental Planning and Assessment Regulation 2000 (NSW) and all applicable codes, statutory and common law obligations, all directions, plans, statements, policies and procedures of the Buyer or any statutory authority relating to the environment, respectively as amended or replaced from time to time and any other state or territory based equivalents applicable to the Goods and/or Services;

Force Majeure means any circumstance beyond the reasonable control of a party to the Contract which the affected party could not reasonably have foreseen or taken reasonable measures to prevent and/or which is not able to be overcome or avoided by the affected party by the exercise of due care, proper precautions and the adoption of reasonable alternative means of performance (including without limitation, strikes, industrial disturbances, riots, wars, acts of God, Government order or regulation, fire, storm, tempest or epidemics but not

including road closures or detours, traffic delays, motor vehicle crashes or incidents or breakdowns, or lack of funds).

Goods means the goods set out in the Purchase Order;

Group Company means any subsidiary of James Hardie Industries plc or its successors;

GST means the same as in GST Law.

GST Law means the same as "GST law" in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Loss means any losses, penalties, damages, liabilities, costs, legal costs (on a solicitor and client basis) and expenses;

Modern Slavery Legislation means the *Modern Slavery Act 2018 (NSW)* and the *Modern Slavery Act 2018* (Cth) and all related statutes, legislation, ordinances, or regulations governing modern slavery as amended from time to time, or replaced by equivalents;

Moral Rights has the meaning given by the *Copyright Act 1968* (Cth).

Moral Right Owner means any person who has a moral right (within the meaning given by PT IX of the Copyright Act 1968 (Cth)) in relation to any artistic work, building, structure, plan, instruction, design, sketch, document, model or other work or service, made, created, provided or procured as part of the performance of the Services;

PPSA means the *Personal Property Securities Act 2009* (Cth);

Parties means the Buyer and the Seller and **Party** means the Buyer and/or the Seller as determined by the context.

Price means the price set out in the Purchase Order.

Privacy Act means the *Privacy Act 1988* (Cth);

Purchase Order means a purchase order issued by the Buyer to the Seller;

Related Company refers to any company or organization associated with you, as determined by us, that is allowed to provide Goods or Services under this Contract. "Related Companies" shares the same meaning.

Sale of Goods Act means the Sale of Goods Act 1923;

Seller means the Party signing these Conditions as Seller, providing Goods and or Services under a Purchase Order, including its officers, employees, agents and subcontractors;

Services means the services set out in the Purchase Order;

Special Conditions means any terms and conditions incorporated to amend these Conditions or annexed to these Conditions;

Supplier Code of Conduct means the Buyer's Supplier Code of Conduct policy current at the time of purchase;

Taxable Supply has the meaning as set out in the GST Law;

WHS Requirements includes the *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulation 2017* (NSW) and any other state or territory based equivalents, and all applicable codes, the Buyer's

Code of Conduct, statutory and common law obligations, all directions, plans, statements, policies, the Buyer's Code of Conduct and procedures of the Buyer or any statutory authority relating to workplace health and safety as amended or replaced from time to time and any other state or territory based equivalents applicable to the Goods and/or Services.

2. INTERPRETATION

2.1 The Parties enter into a contract for the purchase of Goods and/or Services as set out in the relevant Purchase Order(s) issued by the Buyer, and these Conditions, the Special Conditions (if any) and any variations agreed to in writing (together, the "Contract"). In the event of any conflict or ambiguity, the Purchase Order will take precedence (save for any reference to the Seller's proposal or quotation), followed by any Special Conditions.

2.2 Except for clause 1 or where the context requires otherwise, words in these Conditions have the same meaning as given to them in the Purchase Order.

2.3 No part of the Contract may be interpreted against the interests of the Party responsible for the drafting or inclusion of that provision or part in the Contract.

2.4 The Parties acknowledge that they both had the opportunity to negotiate these Conditions, and that they are fair and reasonable or otherwise protect the legitimate business interests of the Buyer. No part of these Conditions may be interpreted against the interests of the Party responsible for the drafting, or inclusion of that provision or part in these Conditions, as each Party was given effective opportunity to negotiate these Conditions, and these Conditions are the product of such negotiations.

3. ORDERS AND TERMS

3.1 The Purchase Order constitutes an offer by the Buyer to purchase the Goods and/or Services, as set out in the Purchase Order at the Price and will be deemed to be accepted by the Seller unless the Seller gives the Buyer written notice of its intention not to accept the offer within 3 Business Days after it receives the Purchase Order.

3.2 In consideration of the Seller supplying to the Buyer the Goods and/or performing the Services in accordance with the Contract, the Buyer agrees, subject to its rights in terms of the Contract, to pay the Price as adjusted or calculated in accordance with the Contract, which is exclusive of GST, but is inclusive of all other costs, charges, duties and taxes.

3.3 The Conditions apply to the exclusion of any and all terms and conditions of the Seller, irrespective of any clause contained within the Seller's terms and conditions which purports to give priority to such terms and conditions.

3.4 If the Seller's proposal or quotation is referenced in the Purchase Order, such reference will extend to include any technical qualifications, specifications or drawings, but any commercial terms and conditions will be excluded and will not form part of the Contract. For the avoidance of doubt, even if the Seller's proposal or quotation is annexed to the Contract, the terms contained within that proposal or quotation will only be considered Special Conditions and form part of the Contract where the parties have in writing agreed that those terms will be considered Special Conditions.

3.5 Where the Seller is certified to AS/NZS ISO 9001:2016 Quality management systems – Requirements, as updated or amended from time to time in design, development, production, installation and servicing, the Contract must be fulfilled in accordance with the terms of that certification.

3.6 The Buyer will not be responsible or liable for payment of any order unless it has signed the relevant Purchase Order.

4. CHANGE

4.1 The Buyer may, at its discretion and at any time, amend, vary (including by omitting Goods or Services) or cancel the Purchase Order or delivery of the Goods or performance of the Services.

4.2 If an amendment, variation or cancellation causes the Seller to incur more, or less, costs than otherwise would have been incurred, the difference will be assessed by the Buyer (acting reasonably) and added to or deducted from, the Price The Seller must mitigate any costs..The Buyer will not be liable to the Seller for any other costs, losses (including loss of profit, loss of revenue, loss of opportunity, loss of contract, any other form of consequential loss, or indirect loss) or damages whatsoever arising from or in connection with any act, default or omission of the Buyer.

5. QUALITY

5.1 The Seller warrants that the Goods:

(a) conform with the description provided by the Seller and with any applicable specifications agreed by the Buyer and the Seller;

(b) are

(a) of acceptable quality;

(b) are new;

(c) are fit for the common purposes for which they are ordinarily sold; and

(d) are fit for the specific purpose intended by the Buyer only to the extent that the Buyer has advised the Seller of the specific purpose for which the Buyer intends to use the Goods, and the Seller has represented that it will be fit for that purpose having regard to the assumptions that the Seller can be reasonably be expected to make in accordance with sound professional practice exercising the level of skill, care and attention required of the Seller under the Contract;

(c) are free of defects in materials, workmanship and design;

(d) are free from all liens and encumbrances, and that the Seller has good title to them.

5.2 The Seller warrants that:

(a) the Services will be rendered with due care and skill by competent and trained personnel;

(b) any materials supplied in connection with the Goods and/or Services will be of merchantable quality and will be fit for the purposes for which they are supplied, having due regard to the assumptions that the Seller can be reasonably be expected to make in accordance with sound professional practice exercising the level of skill, care and attention required of the Seller under the Contract; and

(c) it will take all reasonable steps to assign any manufacturer's warranties in the Goods (where the Goods are manufactured by a third party) to the Buyer.

5.3 The warranties contained in these Conditions are in addition to any other warranties or guarantees contained

in the Purchase Order, any Special Conditions or implied by law or provided by the Seller or any third party.

5.4 The Buyer may reject Goods and/or Services not complying, for any reason whatsoever, with the Purchase Order or the Contract.

6. LIABILITY

6.1 The Seller will, without limitation, indemnify and keep indemnified the Buyer and any Group Company against any loss, damage, cost, charge, expense, Claim, liability, interest, penalty or fine suffered or incurred by the Buyer, whether consequential or otherwise, as a result of a failure by the Seller to comply with the Contract or any Claim by a third-party alleging infringement of any intellectual property, however the indemnity under this clause shall be reduced to the extent the Buyer and any Group Company cause or contribute to the loss, damage, Claim or liability.

6.2 Regardless of clause 6.1, the Seller shall repair or replace, at the option of the Buyer, all Goods which are or become defective or otherwise fail to comply with the Contract within thirty days of receipt of written notification of such defect or failure being sent by the Buyer. Such repairs or replacements shall be subject to the warranties contained in clause 5 and the liabilities contained in this clause.

6.3 Regardless of clause 6.1, where any Services are performed in such manner that they fail to comply with the Contract, the Seller shall at its expense ensure that those Services are performed again in compliance with the Contract within thirty days of receipt of written notification of any defects or failures or breaches of warranty being sent by the Buyer or, alternatively, the Seller shall pay the cost of having the Services rendered again. Any further Services shall also be subject to the warranties contained in clause 5 and the liabilities contained in this clause.

6.4 In addition to the Buyer's common law rights, the Seller's obligations under clauses 6.2 and/or 6.3 continue until the expiry of 12 months of the delivery of the Goods or completion of the Services ("**Warranty Period**"), as applicable, and if both apply, then the date of latest. This period may be extended by the Parties by written agreement.

6.5 The Buyer may reject Goods at any time if the Goods do not comply with the Contract, in which case, the Seller shall reimburse the Buyer for any Price paid by the Buyer with respect to rejected Goods and any costs reasonably incurred by the Buyer in connection with the rejection of such Goods, and including the reasonable additional cost, over and above the Price the Buyer was to pay for the Goods, which the Buyer has to pay to obtain substitute goods and/or substitute services of similar quality from a third party.

7. DELIVERY, TITLE AND RISK OF GOODS

7.1 If the Purchase Order provides that the Seller is to deliver Goods, the Seller must deliver the Goods to the Delivery Address by the Date for Delivery and, unless directed otherwise by the Buyer, is responsible for unloading the Goods and the cost thereof.

7.2 Time is of the essence so far as it applies to the obligations of the Seller. If any Goods are not delivered and unloaded (only if the Seller is responsible for unloading), by the Date for Delivery, the Buyer may either:

- (a) refuse to accept such Goods and terminate the Contract and/or obtain the same or similar goods from a third party, and the reasonable additional cost to obtain the Goods from a third party, over and above what the Buyer would have paid the Seller for the Goods, will be a debt due and payable by the Seller; or

- (b) require the Seller to deliver the Goods by the most expeditious means, and any additional costs of such shall be borne by the Seller.

7.3 If, on delivery, the Buyer or any third party signs a delivery docket or similar, or inspects the Goods, unless the terms and conditions set out in such a document are agreed to in advance by the Parties, the Buyer will not be taken to have accepted any terms or conditions of such documents or that the Goods comply with the Contract and any signature is mere proof of delivery of goods but not acceptance that the goods received are the Goods complained with the Contract.

7.4 The Seller shall make good free of charge to the Buyer any Loss or damage to or defect in the Goods arising during transit, and/or unloading to the extent that the Seller is responsible for unloading or has caused or contributed to Loss or damage arising during unloading by the Buyer.

7.5 Title to and risk of Loss in the Goods shall pass to the Buyer upon delivery (or after unloading if unloading is the responsibility of the Seller) to the Buyer in accordance with this clause 7, but without prejudice to any right of rejection or other rights which may apply to the Buyer under the Contract.

8. PERFORMANCE OF SERVICES

8.1 If the Purchase Order provides that the Seller must perform Services, the Seller must perform the Services by the Date for Delivery.

8.2 Time is of the essence so far as it applies to the obligations of the Seller. If the Services are not performed by the Date for Delivery, the Buyer may either:

- (a) cancel the Services and terminate the Contract and/or obtain the Services from a third party and the reasonable, additional cost to obtain the Services from the third party will be a debt due and payable by the Seller; or
- (b) require the Seller to perform the Services by the most expeditious means (subject to compliance with the Contract), and any additional costs of such shall be borne by the Seller.

8.3 The Seller must submit an invoice payment claim for all Goods and Services supplied by no later than the last day of the month in which the Goods and/or Services were provided.

9. PRICE AND PAYMENT

9.1 Subject to the Seller complying with its obligations under the Contract, and subject to the Buyer's rights in terms of this Contract, the Buyer will pay the Seller the Price (as set out in the Purchase Order which will be calculated and adjusted (where appropriate) in accordance with the Contract).

9.2 The Price of the Goods and/or the Services shall be that specified in the Purchase Order, subject to any rights of set-off or deductions and shall be fixed and not able to be varied without the prior written agreement of the Buyer or adjustment under the Contract.

9.3 The Price specified in the Purchase Order shall include the cost to deliver (and, if applicable, unload) the Goods or all costs associated with the performance of the Services, where the risk and obligation to deliver the Goods to the Buyer or perform the Services remains with the Seller, unless otherwise agreed.

9.4 The Seller must submit an invoice payment claim for all Goods and Services supplied by no later than the last day of the month in which the Goods and/or Services were provided.

- 9.5 Where Goods and Services Tax is charged by the Seller, the Seller's invoice payment claim shall be in the form of a Tax Invoice. Goods and Services Tax must be charged at the legislated rate prevailing at the time of invoicing.
- 9.6 The terms of payment by the Buyer unless otherwise stated or agreed in writing are sixty (60) days from the end of the month in which the invoice is received by the Buyer. Payment shall be made in Australian dollars.
- 9.7 The Buyer may set-off or deduct any amount which the Buyer reasonably asserts is or will be due from the Seller under or in connection with the Contract (including but not limited to the costs of having a third party supply the Goods or perform the Services) against any amount due from the Buyer to the Seller (whether under the Contract or otherwise).
- 9.8 Payment by the Buyer does not prejudice its rights under clauses 5 and 6 of these Conditions or any other right it may have under the Contract.
- 10. PACKAGING, STORAGE AND HAZARDOUS GOODS**
- 10.1 The Goods shall be properly packed to avoid being damaged during delivery, loading and/unloading. All packages shall be clearly marked with the Purchase Order number and location of delivery.
- 10.2 The Seller shall comply with all applicable Australian and international laws, regulations and other relevant requirements relating to the transport, packaging, storage, handling and use of the Goods.
- 10.3 All Goods which are hazardous must be clearly marked by the Seller with international danger symbols and display the name of the material and be accompanied by appropriate instructions, in English. Delivery and other documentation must include disclosure of the hazards and name(s) of the material(s).
- 10.4 All information held by, or reasonably available to, the Seller regarding any potential hazards known or believed to exist in the transport, packaging, storage, handling or use of the Goods shall be immediately communicated to the Buyer in writing.
- 10.5 The Goods shall be packed in accordance with any packaging requirement or specifications contained in the Purchase Order or otherwise communicated by the Buyer to the Seller. Any proposed alteration to the Buyer's packaging requirements or specifications shall be subject to the Buyer's prior, written approval.
- 11. EHS AND CODE OF CONDUCT**
- 11.1 The Seller must carry out and complete its obligations under the Contract in accordance with the WHS Requirements and Environmental Requirements, consult with the Buyer in relation to how its obligations under the Contract can be undertaken in a way that prevents or minimises all risks to health, safety and the environment, and comply with all lawful directions of the Buyer.
- 11.2 The Seller must carry out and complete its obligations under the Contract in accordance with the Supplier Code of Conduct.
- 12. INSURANCE AND RECALLS**
- 12.1 The Seller shall maintain, at its expense, adequate insurance including, without limitation, public liability, product liability, workers' compensation (including common law liability), automotive and other means of transportation/freight liability insurance and product damage insurance on such terms and for such amounts as are reasonable in the circumstances of the Purchase Order.
- 12.2 In all circumstances, the amount of public liability and product liability insurance should be at least AUD\$20million or a greater amount as specified in the Purchase Order.
- 12.3 If, in the Buyer's reasonable assessment, it becomes necessary to recall any Goods because of a real danger of loss or injury being caused or contributed to by those Goods, the Seller will indemnify the Buyer and keep it indemnified for all costs, losses or damages of any kind incurred or suffered by the Buyer as a result of the recall. The Seller shall provide its full cooperation to the Buyer in the event of such a recall and will comply with all reasonable and lawful directions of the Buyer.
- 13. BUYER'S RIGHTS IN SPECIFICATIONS**
- 13.1 Any specifications, plans, drawings, process information, patterns or designs supplied by the Buyer to the Seller in connection with the Contract shall remain the property of the Buyer and any information derived therefrom or otherwise communicated to the Seller in connection with the Contract shall be kept confidential and shall not, without the prior written consent of the Buyer, be published or disclosed to any third party, or made use of by the Seller, except for the purpose of implementing the Contract.
- 13.2 Any invention or improvement made by the Seller and attributable in whole or in part to such specifications, plans, drawings, process information, patterns or designs shall be the property of the Buyer.
- 14. INTELLECTUAL PROPERTY**
- 14.1 The Seller warrants that the Goods and/or Services in no way infringe the intellectual property rights of any third party and indemnifies the Buyer and its designated Group Company against all losses, damages, liabilities, Claims and expenses (including legal costs) arising from any infringement of intellectual property rights in connection with the Goods and/or Services.
- 14.2 All intellectual property created as a result of, for the purposes of, or in connection with the supply of Goods and/or performance of Services under the Contract will vest in and be owned by the Buyer, or its designated Group Company, unless otherwise agreed in writing by the Parties.
- 14.3 The Seller will take all steps necessary to give effect to the assignment of all intellectual property created as a result of, for the purposes of, or in connection with the supply of Goods or performance of Services under the Contract to the Buyer or its designated Group Company.
- 14.4 The Seller grants the Buyer and its designated Group Company an irrevocable, perpetual, transferable and royalty free licence to use any pre-existing intellectual property required to use the Goods or works the subject of the Services.
- 14.5 The Seller:
- (a) must ensure that any Moral Right Owner acknowledges and agrees that the Buyer and any other beneficiary of the work or service that is the subject of the applicable moral right, may use, adapt, change, modify, vary, alter, amend, relocate, demolish or destroy the whole or any part of such work or service without objection by the Moral Right Owner and without identifying the Moral Right Owner;
- (b) must provide all reasonable assistance requested by the Buyer in relation to any communication between it, or other beneficiary and a Moral Right Owner, in relation to the matters mentioned in these Conditions; and
- (c) maintain an up-to-date record of the names and addresses of each person who is an author of any Contract Documents or any part of the

- Services, or any part thereof, and provide a copy of the record to the Buyer whenever it is updated.
- 14.6 The Seller indemnifies and keep indemnified the Buyer, and all Group Companies against any and all actions, claims, demands, proceedings, losses, damages, expenses, costs and other liabilities that the Buyer and any Group Company suffers or incurs arising out of or in connection with any breach of, or failure by, the Seller to comply with its obligations in this clause 14.
- 15. CONFIDENTIALITY**
- 15.1 The Seller must not disclose any Confidential Information to a third party except with the prior written consent of the Buyer or as required by law or court order.
- 15.2 The Seller indemnifies the Buyer against all losses, damages, liabilities, Claims and expenses (including legal costs) arising from any breach of this clause.
- 16. TERMINATION**
- 16.1 If the Seller:
- (a) fails to deliver the Goods and/or perform the Services by the Date for Delivery unless prevented by unforeseen and unavoidable government restrictions;
 - (b) commits a material breach of the terms of the Contract;
 - (c) in the case of a breach capable of remedy, fails to remedy that breach within 5 days of receiving written notice of the breach from the Buyer;
 - (d) repudiates the Contract; or
 - (e) commits an act of insolvency (becomes insolvent, commits an act of bankruptcy, stops payments of debts or calls a meeting of or enters into composition with or for the benefit of the Seller's creditors or has a receiver, receiver/manager, manager, administrator, controller or provisional liquidator appointed to its undertaking or assets or any part thereof or a winding up petition is presented against the Seller or the Seller goes into liquidation (except for the purpose of reconstruction or amalgamation) (**Insolvency Event**),
- the Buyer may at its discretion and regardless of any default or failure and without prejudice to its other rights under the Contract or otherwise, forthwith cancel or suspend the Contract or any unfulfilled part of the Contract.
- 16.2 In the event of cancellation or suspension as aforesaid, the Buyer shall not be liable for any loss, damages, costs or expenses howsoever arising from such cancellation or suspension.
- 16.3 The Buyer may terminate the Purchase Order or the Contract for its convenience at any time and for any reason whatsoever by giving 7 days' notice in writing.
- 16.4 The only liability of the Buyer to the Seller in the circumstances set out in this clause shall be for payment of Goods delivered, and if required unloaded, to the Buyer and/or Services performed for the Buyer which remain unpaid, subject to the Buyer's right to set-off or deduct from the Price. If the Buyer terminates the Purchase Order under clause 16.4, the Buyer shall also pay the Seller the reasonable costs incurred by the Seller in producing the Goods and/or Services up and until the date of termination, provided that the Seller takes steps to mitigate any costs incurred, and any goods or materials for which costs have been incurred and cannot be returned to the supplier of the goods or materials become the property of the Buyer upon payment.

17. DISPUTES

- 17.1 Any dispute arising out of or relating to these Conditions or the Contract, must first be discussed by the Parties and failing agreement or settlement within 10 days of such dispute first being raised, shall be the subject of mediation, administered by the Australian Commercial Disputes Centre ("**ACDC**") conducted and held in accordance with the Rules of ACDC in force at the date of the Purchase Order. Any mediation meetings and proceedings shall be held in Sydney (unless otherwise agreed). Where the dispute has not been settled within 21 days of it first being notified from one Party to the other then either Party may commence formal legal proceedings in the appropriate jurisdiction.

18. MODERN SLAVERY

- 18.1 The Seller acknowledges that the Buyer is committed to ensuring that it has a positive impact on the working conditions of those engaged directly and indirectly in its business and supply-chain.
- 18.2 The Seller acknowledges and agrees that:
- (a) it will not use child labour in the provision of the Services or at all;
 - (b) for the purposes of this clause a child is defined as any person which the local minimum age law stipulates is under the age for work and or must attend mandatory schooling;
 - (c) there must not be any slavery, forced, bonded or involuntary labour in use across the Seller's operations.
 - (d) all of its workers have the legal right to work at the premises from which the Seller operates, to leave the premises at the end of their working day and the freedom to terminate employment at any time in accordance with an agreed notice period;
 - (e) for the purposes of this clause, a person becomes a bonded labourer when their labour is demanded as a means of repayment for a loan; and
 - (f) it will not use any labour that could be considered to have been subject to Human Trafficking as defined in the *Modern Slavery Act 2015* (UK) and or any equivalent legislation, in force or enacted in the future, in the regions in which the Services are provided including but not limited to Australia.
- 18.3 The Seller warrants that:
- (a) it is fully compliant with clause 18.2 and that it has the necessary documentation, systems and controls in place to ensure its continued compliance; and
 - (b) that it has never been convicted of any offences relating to modern slavery nor is it, or any Related Company, the subject of any proceedings in any jurisdiction for offences relating to modern slavery.
- 18.4 The Seller agrees that it will provide all information reasonably required by the Buyer, for the Buyer or any Group Company to satisfy any reporting requirements imposed upon the Buyer, or any Group Company, from time to time, by:
- (a) any Modern Slavery Legislation;
 - (b) that is enacted in Australia including but not limited to the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth);

- (c) that is enacted or in force in any region in which the Services are provided, and or
- (d) the Modern Slavery Act 2015 (UK).
- 18.5 Where the Seller:
- (a) has made or makes any representation, statement or commitment in relation to or connected with the Modern Slavery Legislation or human rights then it warrants that it was and remains accurate;
- (b) has advised or advises the Buyer that it has opted in to the Modern Slavery Legislation then it warrants that it has and remains opted in, that it complies with any requirements associated with opting in, and will advise the Buyer by notice in writing of any change to its status; and
- (c) has provided or provides the Buyer with any policies relating to the Modern Slavery Legislation, human rights, business ethics or similar then it warrants that it has adopted and follows those policies and will provide updated versions of those policies as they are implemented by the Seller, and the Seller must provide such policies as they are introduced and implemented into the business throughout the term.
- 18.6 The Seller acknowledges and agrees to indemnify the Buyer against any Loss, including loss of business reputation, which arises out of a false representation, statement or commitment, made knowingly or recklessly, under clause 18.5(a).
- 19. ANTI-BRIBERY**
- 19.1 The Seller represents and warrants that, with respect to the matters that are the subject of the Contract, it has not and will not offer, promise, provide or cause to be provided to another person (including any public official) an illegal benefit in breach, or attempted breach, of the:
- (a) Criminal Code 1995 (Cth Australia);
- (b) Foreign Corrupt Practices Act 1977 (US);
- (c) Bribery Act 2010 (UK); and/or
- (d) any other applicable bribery and/or corruption laws.
- 19.2 If the Buyer reasonably believes that the Seller or its officers, employees, agents, or subcontractors, have engaged, or is about to engage, in conduct which may result in a breach of this clause, the Buyer:
- (a) may request that the Seller provides information, and answers any reasonable questions relating to the performance of the Contract;
- (b) retains the absolute discretion to disclose any information connected with the Contract to a legal or regulatory body without any obligation to inform the Seller; and
- (c) shall take any corrective action it deems necessary, including but not limited to terminating the Contract immediately and without penalty.
- 20. COMPLIANCE WITH LAWS**
- Personal Property Securities Act**
- 20.1 Unless the context requires otherwise, words in this clause have the same meaning as given to them in the PPSA.
- 20.2 The Seller warrants that the Goods are, at the time title passes to the Buyer under clause 7:
- (a) not the subject of any Registration under the PPSA; and
- (b) free from any Security Interest (other than any Security Interest of the Buyer).
- 20.3 To the extent that the Contract creates a Security Interest in favour of the Buyer, the Seller must, at its cost, take all steps necessary:
- (a) to ensure such Security Interest is enforceable, perfected (including, where possible by control in addition to registration) or otherwise effective under the PPSA;
- (b) to enable the Buyer to gain first priority for the Security Interest; and
- (c) to enable the Buyer to exercise rights in connection with the Security Interest.
- 20.4 To the extent that Chapter 4 of the PPSA applies to any security interest in respect of this Contract (or a transaction related to it), the Parties contract out of PPSA sections 95, 96, 117, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 142, and 143.
- Consumer Protection Laws**
- 20.5 The Seller warrants and agrees that nothing in the Contract will limit the rights, protections and statutory warranties available to the Buyer in the:
- (a) Competition and Consumer Act; and
- (b) Sale of Goods Act.
- Privacy Act**
- 20.6 The Seller warrants and agrees that in providing the Goods and/or performing the Services, the Seller will comply with the Privacy Act and not do anything that would cause or result in a breach of the Privacy Act.
- Taxation**
- 20.7 The Parties agree to comply with all applicable laws relating to taxation, including but not limited to GST Laws.
- 20.8 To the extent that any supply of Goods and/or the performance of Services constitutes a Taxable Supply, the Price paid by the Buyer to the Seller will be increased by the applicable amount of GST, to be calculated by multiplying the amount of which the GST is payable by the prevailing rate of GST.
- 21. FORCE MAJEURE**
- 21.1 Neither the Seller nor the Buyer shall be liable to the other for default or delay in performing its obligations under the Contract caused by any Force Majeure.
- 21.2 If either Party is affected by Force Majeure, it will promptly notify, but no less than 5 Business Days from the occurrence of the Force Majeure event, the other party of its nature, extent expected duration and steps that the affected Party intends taking to mitigate the Force Majeure event.
- 21.3 Neither Party will be deemed to be in breach of the Contract or otherwise be liable to the other by reason of any delay in performance, or any non-performance of any of its obligations, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party
- 21.4 Notwithstanding any other provision of the Contract either Party may terminate the Contract by written notice to the other party if an event of Force Majeure which:
- (a) prevents substantial compliance with the Contract for a continuous period of thirty (30) days; or

- (b) hinders compliance with the Contract for a continuous period of ninety (90) days.

22. GENERAL

22.1 Nothing in this Contract limits:

- (a) the Buyer's rights to a Claim; and
- (b) the Parties' obligation to comply with and ensure its officers, employees, agents and subcontractors comply with all laws relevant to the Goods and/or Services.

22.2 No failure, delay or relaxation on the part of either Party in exercising any power or right conferred upon that Party pursuant to the Contract shall operate as a waiver of the power or right.

22.3 If any provision of these Conditions or the Contract is invalid, all other provisions which are self-sustaining and capable of separate enforcement, whether it is in severable terms or not shall continue to be valid and enforceable in accordance with their terms.

22.4 Neither the Seller nor the Buyer shall be liable to the other for default or delay in performing its obligations under the Contract caused by any occurrence beyond its reasonable control including, without limitation, fires, strikes, industrial disturbances, riots, wars, acts of God, Government order or regulation, storm, tempest or epidemics.

22.5 The Contract shall be governed in accordance with the laws of New South Wales and the Parties hereto submit to the non-exclusive jurisdiction of the Courts of that State.

SIGNED FOR AND ON BEHALF OF:

 (“SELLER”) [*Insert Company Name and ABN*] by its
duly authorised representative:

Signature of Authorised Representative

Signature of Authorised Representative

Name of Authorised Representative

Name of Authorised Representative

Position (Director/Sole Director & Secretary)

Position (Director/Sole Director & Secretary)

Date