



GR ENGINEERING SERVICES LIMITED

Purchase Orders – Terms and Conditions

ACN 121 542 738

1 DEFINITION

In the Purchase Order Documents, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) **\$** means Australia dollars.
- (b) **Contract** means the agreement between GRES and Supplier as evidenced by the Purchase Order Documents.
- (c) **GRES** shall mean GR Engineering Services Limited ACN 121 542 738.
- (d) **Incoterms 2020** means International Rules for the Interpretation of Trade Terms published by the International Chamber of Commerce;
- (e) **Material** shall mean the articles, materials, supplies, goods and services or other items constituting the subject matter of the Purchase Order.
- (f) **Modern Slavery** has the meaning given in the *Modern Slavery Act 2018* (Cth).
- (g) **PPSA** means the *Personal Property Securities Act 2009* (Cth).
- (h) **PPS Law** means: the PPSA and any amendment made at any time to the *Corporations Act 2001*(Cth) or any other legislation as a consequence of the PPSA.
- (i) **Premises** means any site or premises at which GRES requires the Work to be carried out but does not include premises owned or provided by Supplier or its agents and subcontractors.
- (j) **Purchase Order** means a document entitled "Purchase Order", which shall be subject to these terms and conditions and issued by GRES to the Supplier to provide the Work.
- (k) **Purchase Order Documents** has the meaning given to that term in clause 2(a).
- (l) **Purchase Order Price** shall mean the price stated in the Purchase Order (as varied by agreement of the parties in writing in accordance with these terms and conditions).
- (m) **Supplier** means the supplier identified in the Purchase Order.

(n) **Warranty Period** means eighteen (18) months from date of delivery or twelve (12) months from the date of installation, whichever comes first.

(o) **Work** shall mean all works, supplies, Materials and services (as the context requires) to be provided by the Supplier and specified in a Purchase Order.

Unless the context otherwise requires, words in the singular include the plural and vice-versa and "we", "our" and "us" means GRES.

2 CONTRACT

(a) The Purchase Order, together with these terms and conditions and all other all documents referred to in clause 2(b) (collectively, **Purchase Order Documents**) (as may be varied in writing), constitute the entire terms of the Contract upon which the Supplier will perform the Work for GRES.

(b) The terms and conditions governing the Supplier's performance of the Work and order of precedence applying to the operation and interpretation of Purchase Order Documents shall be:

- (i) the agreement for the Supplier's performance of the Work that governs the performance of the Work (**Prior Agreement**);
- (ii) the Purchase Order;
- (iii) where there is no Prior Agreement, these Purchase Order terms and conditions;
- (iv) where there is no Prior Agreement, documents and correspondence attached to the Purchase Order,

and to the extent a term or provision of any of the Purchase Order Documents are inconsistent or otherwise conflict, the Purchase Order Documents shall be applied in the order of precedence in which they appear in this clause.

(c) Upon receipt of a Purchase Order, the performance of any Work by the Supplier shall constitute acceptance of its terms.

(d) Subject to the express terms of the Contract, a right may only be waived in writing, signed by GRES and no other conduct by GRES (including but not limited to a failure to exercise, or delay in exercising the right)



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operates as a waiver of that right or otherwise prevents the exercise of the right.

- (e) Where a term used in the Contract is a term included in Incoterms 2020, then the rules and definitions applicable to that term in Incoterms 2020 shall be deemed to be incorporated in this Purchase Order, except insofar as they may conflict with any other provisions of the Contract.
- (f) The application of all or any of the provisions of the United Nations Convention on Contracts for International Sale of Goods (Vienna Sales Convention) to this Agreement, or incorporation of such provisions into this Agreement, at any time is expressly excluded in all respects.
- (g) GRES may vary the Purchase Order (including but not limited to adding to or omitting items from the Work, by providing any varied designs, specifications, drawings or place of delivery) by giving written notice to Supplier. Supplier shall proceed immediately to perform the Work as varied, except where the Supplier, having provided a notice in accordance with clause 2(g), has not agreed terms with GRES in respect of a variation to the Purchase Order Price or delivery schedule for the Work.
- (h) Subject to the Supplier's compliance with clause 2(h), if any variations referred to in clause 2(f) affect the cost or the time required for performance of the Work, Supplier must notify GRES in writing prior to performing the varied Work and GRES and Supplier may agree an adjustment in the Purchase Order Price or delivery schedule for the Work.
- (i) Supplier must send written notice to GRES of Supplier's request to seek GRES' agreement to a variation to the Purchase Order Price or delivery schedule within 5 days from the date of GRES' notice issued in accordance with clause 2(f) and the parties must use their best endeavours to agree varied terms as soon as practicable following GRES' receipt of the Supplier's request.
- (j) Supplier proceeds at its own risk and GRES shall not be liable to the Supplier where any variation(s) to the Purchase Order Price or delivery schedule have not been agreed prior to the Supplier performing any additional Work the subject of a variation request made in accordance with clause 2(f).
- (k) The Supplier shall not subcontract any of the Work without GRES' prior written consent.

3 LAW OF CONTRACT AND JURISDICTION

This Contract shall be governed by and construed according to the laws in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of Western Australia.

4 WARRANTY

- (a) Supplier represents and warrants that the Work:
 - (i) is new and of merchantable quality;
 - (ii) is fit for its intended purpose;
 - (iii) is of sound design, workmanship and material;
 - (iv) is free of any defects;
 - (v) will be performed in accordance with and to conform to the Purchase Order Documents; and
 - (vi) shall conform with its description, technical instruction and specifications in the Purchase Order Documents.
- (b) Supplier acknowledges and agrees that all warranties and obligations of the Supplier expressed in this Contract and any relevant Purchase Order may be held by GRES as agent for the benefit of its affiliates and for GRES' customers. Supplier shall assign all express warranties of any manufacturer of the Material and Work for the benefit of GRES (or its nominee(s)).
- (c) Supplier warrants that the Material and Work provided under the Purchase Order will not infringe or violate any patents, trademarks or copyrights or other rights of any third party.
- (d) Supplier will provide adequate numbers of competent and appropriately trained staff and supervision in performing the Work and will in all respects perform the Work with the degree of care, skill and diligence normally exercised by persons regularly engaged in Supplier's business or profession.
- (e) Unless specified to the contrary, all Material shall comply with the latest revision of the Standards or Codes issued by the Standards Association of Australia.
- (f) During the Warranty Period, Supplier shall, at its own expense and in addition to any other warranties offered by the Supplier, repair or replace any Material or reperform any Work, defective as to design, materials or workmanship, promptly upon receipt of written notice from GRES and in a manner satisfactory to GRES.



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- (g) In the event that the Supplier fails to remedy any defect in accordance with clause 4(f), GRES may procure a third party to do so and the direct costs incurred by GRES may be recovered from the Supplier as a debt due and payable to GRES.

5 TITLE AND PROPERTY

- (a) Supplier warrants the Material is (and at the time the property will pass to GRES will be) free and clear of all liens, charges, taxes and encumbrances and that Supplier has (and at the time the property will pass to GRES will have) a good and marketable title thereto, and that GRES shall have and enjoy quiet possession of the Material.
- (b) The Supplier must ensure that title in Material passes to GRES, free of all encumbrances and security interests, upon payment being made for the Material or delivery of the Material to the Premises (whichever occurs first).

6 RISK IN MATERIAL

Material shall remain at the risk of Supplier until its delivery to the Premises in accordance with the terms and conditions of the Purchase Order.

7 INVOICING

- (a) Unless otherwise stated in the Purchase Order Documents, the Supplier may submit invoices to GRES for payment of the Purchase Order Price upon delivery of the Work in accordance with the Contract.
- (b) Invoices must be submitted electronically to GRES' accounts payable department at ap-mailbox@gres.com.au or by post to PO Box 258 Belmont WA 6984.
- (c) All invoices submitted to GRES for payment shall:
- be accurate and complete in all material respects;
 - provide itemised details of the Work completed and for which payment is being claimed;
 - separately claim any amounts payable on account of GST, duty or other tax;
 - include the project name, GRES project number and Purchase Order number;
 - provide details of any reimbursable expenses claimed (which may only be incurred with the prior approval of GRES in writing) and supporting evidence to verify the expense has been incurred and paid by the Supplier;

- (vi) provide reasonable substantiation of the amount claimed, including timesheets to support claims for time based payment for the Supplier's personnel performing Work.

- (d) In this clause terms have the meanings given those expressions in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). Unless otherwise specified, the fees payable and any other consideration under this Contract are exclusive of GST. If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Any reimbursement of expenses under this Contract will be net of input tax credits to which the party is entitled. The recipient may be required to withhold from any payment it is to make to the supplier such amount required by the *Taxation Administration Act 1953* (Cth) unless the supplier has, on or before the time payment is due, provided the recipient with an invoice quoting the supplier's correct ABN.
- (e) Invoices will not be processed and will be returned to the Supplier if:
- the total value of the invoice (together with all preceding invoices) exceeds the Purchase Order Price; or
 - the invoice seeks payment for goods or services that do not comprise the Work (as varied under the Contract).

8 PAYMENT

- (a) Unless otherwise stated in the Purchase Order, payment of the Purchase Order Price shall be made within 45 days after the end of the month in which GRES receives a tax invoice from the Supplier that complies with the terms of clause 7.
- (b) Payment of the Purchase Order Price or any part thereof does not constitute GRES acceptance of the Work or evidence that it has been provided in accordance with the terms of the Purchase Order Documentation.
- (c) If GRES disputes some or all of an amount claimed in any invoice, GRES shall make payment of any undisputed portion of the amount claimed amounts and withhold the balance pending the resolution of such dispute.



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- (d) Without limiting GRES' rights to any other method of recovery, all debts and monies due from Supplier to GRES under or by virtue of any provision of the Contract, and all costs, charges, damages and expenses, which GRES may have incurred or paid, for which Supplier is liable to pay or reimburse GRES (including as a result of its failure to perform the Work in accordance with the Purchase Order), may be deducted by GRES from any monies payable or to become payable by it to Supplier.

9 PLANS, SPECIFICATIONS AND REPORTS

- (a) Supplier shall furnish all engineering and other data in accordance with and within the time stated in the Contract.
- (b) The review and approval of drawings and data by GRES is for general conformity to Contract requirements only and shall not alter Supplier's responsibilities of full compliance with the Contract.
- (c) Supplier shall provide GRES with a detailed programme for the projected supply of Material and/ or execution of Work.
- (d) Supplier shall submit to GRES each month (or at such other intervals as GRES directs) a progress report that shall cover all aspects of planning, engineering, procurement, fabrication, inspection and testing, and shall include a description of all inspection rejections and test failures and their resolution.

10 CONFIDENTIALITY

Supplier shall keep secret and confidential, and shall not disclose to any third party without prior written consent of GRES any information, data, specifications, drawings, reports, accounts or other documents supplied or made available by GRES to Supplier or brought into existence by Supplier in or for the purpose of the Contract, and Supplier shall take precautions as may be necessary to prevent such disclosure, including obtaining confidentiality agreements from its employees, agents and subcontractors. Supplier shall indemnify and hold harmless GRES, its directors, officers, customers, agents, subcontractors and employees from and against any and all liabilities, claims, suits, demands, disputes, resources, damages and expenses including reasonable legal fees arising from any and all claims in respect of, or resulting from, the use or the disclosure of Confidential Information by Supplier, its employees, agents and subcontractors. Upon

completion, cancellation or termination of the Purchase Order for any reason whatsoever, Supplier shall turn over to GRES any and all copies it may have of confidential information. The obligations contained in Clause 10 shall survive the term or termination of the Contract and shall be enforceable at law or in equity at any time.

11 INSPECTION AND EXPEDITING

- (a) GRES or its nominated representative shall be entitled at all reasonable times during manufacture to expedite or inspect, examine and witness tests on Material and/ or Work, workmanship and performance at Supplier's and/or Supplier's sub-contractor's premises without additional charges, and Supplier shall make this a condition of any sub-contract work. Inspection may also be carried out by GRES at its discretion at the job site within reasonable time after delivery.
- (b) Supplier shall ensure access at all reasonable times to Supplier's and Supplier's sub-contractor's premises, without additional charges, for the purpose of inspection of the Material and/ or Work, or for the purpose of expediting the supply of Material or the execution of Work. GRES may also request unpriced copies of Supplier's and/ or Supplier's sub-contractor's purchase orders placed for Material for the Contract, and Supplier shall make this a condition of any sub-contract work.
- (c) Supplier shall advise GRES and its nominated inspection representative(s) ten (10) days in advance of the date the equipment will be ready for final inspection or for performance tests, when required, in order that appropriate representatives will be present.
- (d) If upon inspection any Material is found to be damaged, unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of the Contract, GRES may at its sole discretion elect either to return such Material to Supplier, or to make good or cause to be made good the defective or inferior Material. Any costs associated with the making good will be for the Supplier's account. Upon return of any unsatisfactory or defective Material, Supplier shall reimburse GRES for any amounts paid by GRES on account of the purchase price of returned Material and costs incurred by GRES for the delivery or return of Material.



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12 ASSEMBLY MARKS

Supplier shall ensure that all Material is adequately, visibly and indelibly hand marked with such identification marks as are required by GRES. These identification marks shall also be shown on drawings and on despatch and shop lists.

13 PACKING AND SHIPPING

- (a) Supplier shall package all Material in suitable containers to permit safe transportation and handling, to prevent damage, and deterioration and contamination, and to be despatched as instructed in the Contract. Supplier shall be liable for any expense, loss or damage or difference in freight charges arising from failure to follow these instructions. GRES reserves the right to arrange transportation for any or all Material.
- (b) Each delivered container must be labelled and marked to identify its contents without having to be opened, with gross deadweight, and all boxes and packages must contain packing sheets listing the contents. GRES's Purchase Order number as well as part number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.
- (c) Should Supplier experience any delay in performing the Purchase Order, Supplier shall immediately notify GRES in writing of such delay, its expected duration and the reason thereof. Such notification and acknowledgement by Supplier shall not constitute a waiver of the Purchase Order's delivery schedule.

14 WORK ON PREMISES

While on the Premises:

- (a) Supplier shall use best endeavours not to impede or interfere with any activities being carried out by GRES or any third party on the Premises.
- (b) Supplier shall ensure that its servants, agents and sub-contractors observe all applicable laws with respect to safety matters and comply with the safety regulations of GRES, and with the directions and orders of GRES or its authorised officers in regard thereto.
- (c) Supplier shall pay all employees of the Supplier engaged in the performance of its obligations in accordance with applicable law.
- (d) Supplier shall observe such safety rules, as GRES shall prescribe as necessary, for the protection of personnel and GRES's property, and shall limit smoking and the use of fire, including welding and torch cutting, to such locations and occasions as are specifically authorised in writing by GRES.
- (e) All labour, tools, instruments, materials and appliances necessary for the completion of Supplier's obligation hereunder shall be provided by Supplier at Supplier's own expense, except where otherwise specified by the Contract, and shall at all times be sufficient to ensure completion of such obligation at the time and in the manner provided for in the Contract.

15 GRES SUPPLIED MATERIALS

- (a) Where GRES, for the purpose of the Contract, issues materials, tools or equipment free of charge to Supplier, such materials, tools or equipment shall be and shall remain the property of GRES. Supplier shall be responsible for and shall make good any loss of or damage to such materials. Supplier shall maintain all such materials, tools or equipment in good order and condition, subject, in the case of tooling patterns and the like, to fair wear and tear.
- (b) Supplier shall use such materials, tools or equipment solely in connection with the Contract. Any surplus materials shall be disposed of at GRES' discretion. Waste of GRES supplied materials, tools or equipment arising from bad workmanship or negligence of Supplier shall be made good at Supplier's expense.

16 INDEMNITIES

- (a) Supplier shall indemnify and hold harmless GRES and its directors, officers, customers, agents, subcontractors and employees against any liability, loss, damages, claim, suit, action, demand, expense or proceedings of whatsoever nature arising from or incurred by reason of any infringement or alleged infringement of letters, patent, design, trade mark or name, copyright or other protected rights in respect of any machine, equipment, work, material, system or method used or supplied by the Supplier for the purpose of the Contract.
- (b) The Supplier shall be solely liable for and shall indemnify and hold harmless GRES and its directors, officers, customers, agents, subcontractors and employees against any liability, loss, damages, claim, suit, action, demand, expense or proceedings of whatsoever nature and however arising:



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- (i) under Statute or at common law in respect of personal injury (which expression shall include illness) to or death of any or all persons;
 - (ii) out of the negligence, acts or omissions, or wilful misconduct of Supplier or Supplier's employees, officers, consultants, agents and subcontractors; and
 - (iii) in respect of loss, destruction, injury or damage to any and all property arising out of or in connection with the performance of the Work.
- (c) In addition to the indemnities expressed elsewhere in this Contract, GRES shall not be liable for, and the Supplier shall indemnify GRES against, any claim (whether in tort, contract or otherwise at law) or loss incurred or suffered by any person arising out of or in connection with any pollution or environmental contamination of any nature, including but not limited to:
- (i) any pollution occurring on the Premises or emanating from the property or equipment of the Supplier;
 - (ii) clean up, rehabilitation and pollution containment and associated costs with such pollution or environmental contamination.
- (d) Neither GRES nor Supplier shall be liable to the other for any loss of revenue, loss of production, loss of profit, loss of use or loss of production arising out of or in connection with this Contract.
- (e) The following provisions will apply to each indemnity provided for under the Contract:
- (i) Each indemnity will survive the expiry or any termination (for cause or otherwise) of this Contract.
 - (ii) Each indemnity will be deemed to extend to and for the benefit of the directors, agents, customers, representatives, advisers, consultants and employees of the indemnified party, subject to the express terms of the indemnity.
 - (iii) No indemnity is waived by any provision of this Contract with regard to insurance or by approval of any insurance policy.
 - (iv) A Party claiming the benefit of an indemnity will take all reasonable steps to mitigate its loss or damage.

17 INSURANCE

- (a) Supplier shall take out and maintain during the term of the Contract and at its cost:
- (i) workers compensation insurance in compliance with all applicable laws and in respect of any and all liability to its officers, servants, agents, subcontractors and employees engaged on the Work for workers compensation.
 - (ii) public and products liability insurance covering liability for damage to property and the death of or injury to any person (other than as covered under a workers compensation policy) for an amount of not less than \$10,000,000 in respect of each and every claim, unlimited as to the number of occurrences for public liability;
 - (iii) motor vehicle insurance covering all vehicles, plant and equipment (whether owned, hired or leased) used in connection with the Contract for loss or damage of not less than the market value and third party liability of not less than \$20,000,000 in respect of each and every claim;
 - (iv) marine transit insurance covering the conveyance of Materials the subject of the Work; and
 - (v) any additional insurance required by an applicable law or reasonably requested by GRES.
- (b) In addition to the insurances required under clause 17(a), where the Supplier is providing professional services, the Supplier must effect and maintain with a reputable insurer professional indemnity insurance of not less than \$5,000,000 for each claim and in the aggregate for all claims arising in the same insurance period, covering the liability of the Supplier for any professional services provided by the Supplier and the Supplier's personnel under the Contract. Where this insurance is effected on a 'claims made' basis, the policy must be maintained for a period of at least 3 years after the end of the Contract.
- (c) The Supplier shall, on request, produce copies of certificates of currency for each and any relevant insurance policy required to be maintained under this Contract.
- (d) The Supplier shall ensure that every subcontractor it engages in relation to the Contract carries similar policies of insurance or is covered under the Supplier's own policies.



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18 TERMINATION AND SUSPENSION

- (a) GRES may terminate all or any part of this Contract for its convenience and at any time effective upon the date that is seven (7) days written notice to the Supplier.
- (b) If GRES terminates the Contract in accordance with this clause 18, if the Work is for the provision of Materials, then GRES will only be required to pay for Materials shipped prior to cancellation or suspension. In the case of termination under this clause 18 for Services, the Supplier shall cease supply and/or manufacture and do everything possible to prevent incurring further cost.
- (c) Provided the Supplier is not in default of the Contract and has mitigated the costs incurred then it may issue an invoice for Work supplied and demonstrable costs properly incurred prior to receipt of GRES' termination notice and GRES shall make payment in accordance with the terms of clause 8 and upon payment and title to any Material and Services will pass to GRES.
- (d) Upon receipt of written termination notice, Supplier shall stop Work to the extent specified in the notice and take such other action as may be necessary, or as GRES may direct for the transfer, protection and preservation of property and contract rights which related to the termination, and Supplier shall use its best endeavours to minimise the costs arising from such termination.
- (e) GRES may, at any time and from time to time, suspend the Work or any part thereof, for any reason whatsoever, by giving written notice to the Supplier, whereupon the Supplier shall suspend the Work or part thereof for such time or times as GRES may direct.
- (f) Supplier shall promptly comply with a direction of GRES to recommence the Work, or any suspended part.

19 ASSIGNMENT

- (a) Supplier shall not assign, transfer, novate or subcontract this Contract in whole or in part without GRES' prior written approval.
- (b) An approval to subcontract pursuant to Clause 19 given by GRES shall not relieve the Supplier from any of its obligations or liabilities under the Contract.

- (c) GRES shall have the right to assign all or any of its obligations or rights under the Contract at any time to any related body corporate (as the expression is defined in the *Corporations Act 2001 (Cth)*) or to any principal or customer of GRES.

20 COMPLETION

Supplier must complete the Work on or before the date specified in the Contract. Where a date is specified for completion of a part of the Work, the Supplier must complete such part of the Work on or before the date so specified.

21 EXTENSION ON TIME FOR DELIVERY

- (a) If Supplier is delayed in the completion of the Work or part thereof by reason of an Act of God, pandemic, war, or an act or omission of GRES, Supplier shall give the earliest possible notice in writing of the cause of the delay and the effect on the completion of the Work or part thereof, and the parties shall agree such extension of time, if any, for completion of the Work or part thereof as is reasonable.
- (b) GRES may, at any time and from time to time for any reason it thinks fit, by notice in writing to the Supplier, extend the time for completion of the Work or part thereof by nominating a date specified in the notice as the date for completion of the Work or a part thereof, and the date so specified in the notice shall be deemed to be the date for completion of the Work or part thereof as specified in the notice.

22 TERMINATION FOR DEFAULT

- (a) A party is in default of its obligations under the Purchase Order if any of the following events occur, namely:
 - (i) such party is declared bankrupt or insolvent by a court of competent jurisdiction, or otherwise becomes insolvent, as evidenced by its inability to pay its debts generally as and when they become due; or
 - (ii) such party is in default of its obligations under this Contract and fails to cure such default within thirty (30) days of written notice from the other party (if such default is capable of being cured).
- (b) Upon the occurrence of any of the events prescribed in clause 22(a), the party not in default may, by written notice to the defaulting party, terminate the Contract and the terminating party will have no further liability to the defaulting party whatsoever.



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- (c) Termination under this clause 22 does not prejudice any claim that either party may have against the other under the Contract on termination.

23 AUDIT

GRES reserves the right to conduct an audit of amounts claimed for the Purchase Order Price utilising records maintained by Supplier directly relevant to the performance of the Work with prior notice to the Supplier and at reasonable times agreed by the parties in writing. Such audit right to extend for a period of twelve (12) months after the completion of the Work or termination of the Purchase Order (whichever occurs first).

24 BUSINESS STANDARDS

Supplier shall establish and maintain precautions to prevent its employees, agents or representatives from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans, or other considerations to employees, agents, subcontractors or representatives of GRES for the purpose of influencing those persons to act contrary to the best interests of GRES. These obligations shall apply to the activities of the employees of Supplier and its subcontractors in their relations with the employees of GRES or third parties arising from the Purchase Order.

25 MODERN SLAVERY

The Supplier must:

- (a) comply with applicable anti-slavery and human trafficking laws, including, without limitation, the *Modern Slavery Act 2018* (Cth), Division 270 and 271 of the *Criminal Code* (Cth), and any applicable equivalent Laws in Australian states and territories;
- (b) not engage in, and must use reasonable endeavours to ensure that Supplier's personnel and Supplier's own suppliers do not engage in, Modern Slavery;
- (c) implement appropriate policies, measures and processes to ensure compliance with its obligations under this clause, and to identify and address the risks of Modern Slavery in its operations and supply chains;
- (d) upon request, provide to GRES evidence confirming to GRES' satisfaction that the Supplier has complied with this clause; and

- (e) notify GRES as soon as reasonably practicable of any instance of Modern Slavery identified in the Supplier's operations or supply chains, and any steps the Supplier has taken, or proposes to take, in response to the instance of Modern Slavery.

26 PPSA

- (a) Words and phrases used in the Contract that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.
- (b) If GRES determines that the Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Supplier agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which GRES asks and considers necessary for the purposes of:
 - (i) ensuring that the security interest is enforceable, perfected and otherwise effective; or
 - (ii) enabling GRES to apply for any registration, complete any financing statement or give any notification, in connection with the security interest so that GRES has the priority required by it; or
 - (iii) enabling GRES to exercise rights in connection with the security interest.

27 DISPUTES

- (a) Neither party may commence any action, bring any proceedings or seek any relief or remedy in a court, except interlocutory or equitable relief, from a court in respect of a dispute until they have complied with the dispute resolution process in accordance with this clause 27.
- (b) If any dispute arises between the parties in relation to the Contract, either party must give notice of the dispute to the other party.
- (c) A senior representative of each of the parties must promptly meet and attempt to resolve the dispute. If the parties are unable to resolve a dispute within 21 days of the notice referred to in clause 27(b), then either party may issue court proceedings.



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28 GENERAL

- (a) Supplier shall at its own expense obtain all requisite licences and permits and comply with all applicable laws and regulations in connection with the Work or installation or supply of the Material.
- (b) Time shall be of the essence in respect of the Supplier's performance of the Work in accordance with the timing prescribed in the Purchase Order Documentation (as may be varied in writing during the term of the Contract).
- (c) GRES may at any time by written notice add to, vary, alter, amend or omit Work under the Contract without prejudice to the Contract, and Supplier shall carry out such variations and shall be bound by the same conditions, so far as they are applicable, as if such variation was part of the Work originally included to them.
- (d) Supplier is an independent contractor and not the employee or agent of GRES for any purpose.
- (e) Supplier hereby grants to GRES a royalty free, worldwide, irrevocable licence to copy or reproduce any documents, manuals, calculations, data, reference literature or other documentation or parts thereof relating to or included with the Material to be supplied or delivered under the Contract for use by GRES and its personnel as required to properly utilise the Material, including installation, operating and maintaining the Material.