

STANDARD PURCHASE CONDITIONS

1. THE CONTRACT

1.1 Term and entire agreement

The Contract:

- (a) commences on the earlier of acceptance of the Contract in accordance with clause 1.2, or commencing the Supply, and subject to clause 25(c), continues until the earlier of the expiry of the Defect Liability Period or termination in accordance with the Contract (**Term**); and
- (b) consists solely of the Purchase Order, these Standard Purchase Conditions and any other document stated in the Purchase Order to be part of the Contract. No other terms sought to be imposed by the Contractor, either verbally or in writing, prior or subsequent to the acceptance of the Purchase Order, apply unless expressly accepted in writing by an authorised officer of CleanCo.

1.2 Formation of the Contract

- (a) Acceptance of the Contract terms by the Contractor occurs when the Contractor accepts the Purchase Order in writing.
- (b) If the Contractor does not accept or reject the Purchase Order in writing within 5 Business Days of CleanCo issuing the Purchase Order, the Contractor is deemed to have accepted the Contract terms.

1.3 Interpretation

Schedule 1 contains the definitions and rules of interpretation which apply to the Contract.

2. AGREEMENT TO SUPPLY

- (a) The Contractor must carry out the Supply by the Delivery Date/s in accordance with the Contract. If any delay in performing the Supply occurs or is foreseen, the Contractor must immediately notify CleanCo of the cause and anticipated length of the delay.
- (b) Unless otherwise specified in the Purchase Order, the Contractor must supply all Constructional Plant, equipment, consumables and materials and licences/approvals (including for any importation in connection with the Supply) necessary for the performance of the Supply.
- (c) Unless otherwise specified in the Purchase Order, the Price is fixed and inclusive of all taxes (excluding GST), stamp duty, delivery, handling, courier and postage fees and the matters identified in clause 2(b).

3. HEALTH, SAFETY AND ENVIRONMENT

3.1 Contractor's obligations and acknowledgments

The Contractor:

- (a) acknowledges that CleanCo is committed to eliminating work related injuries and occupational illnesses and protecting the environments and communities in which it operates with a view to achieving 'Zero Harm'; and
- (b) and each Contractor's Personnel, must comply with:
 - (i) CleanCo's Corporate Policies as if the Contractor were bound by those policies (or the Contractor's own policies, provided they do not require a lesser standard than CleanCo's Corporate Policies); and
 - (ii) the HSE Requirements if required under clause 3.2.

3.2 Contractor's obligations when attending Site

When on Site, the Contractor must (and must ensure that each of the Contractor's Personnel must):

- (a) acquaint itself and comply with all HSE Requirements and any direction given by CleanCo in respect of the HSE Requirements;
- (b) report any incident relating to workplace health and safety or the environment or which impacts on stakeholder relationships (which is reportable under the HSE Requirements) to CleanCo as soon as reasonably possible, and in any event, within a time period that ensures CleanCo can comply with all relevant laws; and
- (c) provide CleanCo with reasonable assistance (including access to relevant documents and Contractor's Personnel) in investigating any such incident.

4. SUBCONTRACTING AND ASSIGNMENT

- (a) The Contractor must not subcontract, assign, novate, transfer, delegate or otherwise deal with the Contract or any right, obligation, duty or responsibility under it, except with the prior written consent of CleanCo.
- (b) Any subcontracting by the Contractor, and any comment, approval, inspecting, testing and expediting done by CleanCo will not relieve the Contractor of any obligations contained in the Contract.
- (c) CleanCo may, on notice to the Contractor, assign, novate, transfer, delegate or otherwise deal with the Contract or any right, obligation, duty or responsibility under it.

5. LAWS AND REGULATIONS

5.1 General

The Contractor must comply with all laws and government requirements affecting or applicable to the Supply, and must pay any fees, charges, levies and taxes imposed by a government entity in relation to the Supply other than levies payable under the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld).

5.2 Labour hire licence

Without limiting clause 5.1, the Contractor:

- (a) warrants that it holds the licences required (if any) under the *Labour Hire Licensing Act 2017* (Qld) to carry out the Supply; and
- (b) must provide to CleanCo details of the licences, including each licence number and expiry date, on request from CleanCo.

6. QUALITY OF WORKMANSHIP

6.1 Contractor's warranty

The Contractor warrants that:

- (a) it (and each of the Contractor's Personnel) will at all times be suitably qualified, experienced and have all necessary professional licences and memberships to perform the Supply; and
- (b) the Supply will be performed in accordance with:
 - (i) best practice standards of diligence, skill, care and efficiency to be expected of a competent contractor performing a supply of a similar nature to the Supply; and

- (ii) all the requirements of the Contract, relevant laws, government requirements and any applicable codes or standards;
 - (iii) any specifications and warranties related to the Supply (whether provided by CleanCo as part of the Purchase Order or the manufacturer of the Goods);
- (c) the Supply will not infringe any third party intellectual property rights; and
- (d) where the Supply is or includes the supply of Goods, the Goods will be of merchantable quality, fit for their intended purpose and free from imperfections affecting performance.

6.2 Defects liability period

- (a) If at any time prior to the expiry of the Defects Liability Period a party becomes aware of a Defect, that party shall promptly notify the other party.
- (b) During the Defects Liability Period,:
- (i) CleanCo may serve a notice on the Contractor specifying a Defect and the reasonable time within which the Defect is to be remedied by the Contractor; and
 - (ii) the Contractor must, at its expense, rectify any Defect within the time specified in a notice served under clause 6.2(b)(i).
- (c) If, within the time specified in a notice served under clause 6.2(b)(i), the Contractor fails to remedy the Defect to the satisfaction of CleanCo, CleanCo may, without prejudice to its other rights, rectify that Defect and the costs incurred in doing so will be a debt due from the Contractor to CleanCo.

6.3 Inspection

The Contractor must provide CleanCo access to the places where the Supply is being performed for the purpose of inspecting the Goods, Constructional Plant and work in progress (as relevant).

7. ACCEPTANCE OF SUPPLY

7.1 Notification of acceptance

Within 5 Business Days of delivery of the Goods to the Site or notification from the Contractor that the Services are completed, CleanCo may notify the Contractor whether the Supply is accepted or rejected, and if CleanCo fails to do so, the Supply will be deemed accepted.

7.2 Notice of rejection

If the Supply is rejected, CleanCo's notice of rejection must state the reasons for the rejection and may either:

- (a) require the Contractor to remove the Goods (if relevant) and refund to CleanCo any amount paid in relation to those Goods;
- (b) direct the Contractor to replace or rectify the Supply; or
- (c) notify the Contractor that CleanCo elects to accept the Supply and claim damages for the Contractor's failure to comply with the Contract.

If the Contractor is directed to replace or rectify the Supply, the Contractor must notify CleanCo when the replacement or rectification is completed and clause 7.1 will apply.

7.3 No Limitation

CleanCo's payment for the Supply, an inspection of the Supply under clause 6.3 or acceptance or deemed acceptance under clause 7, does not affect CleanCo's subsequent rights in respect of a Supply that does not comply with the Contract, including CleanCo's rights under clause 6.2.

8. CONSUMABLES

If the Purchase Order requires CleanCo to provide specified consumables for use by the Contractor in the performance of the Supply (including electricity, gas or water), then:

- (a) CleanCo does not make any representations about the quality or fitness for purpose of the consumables;
- (b) risk in the consumables passes from CleanCo at the time that they are delivered to the Contractor;
- (c) all conditions and warranties implied by legislation are excluded to the extent permitted; and
- (d) CleanCo must use its best endeavours to supply consumables in a timely manner provided that CleanCo is not liable for any failure to ensure continuity of supply of those consumables.

9. CONSTRUCTIONAL PLANT

9.1 Contractor's obligations

Except as otherwise provided in the Purchase Order, the Contractor must:

- (a) notify CleanCo at least 24 hours before any fixed or mobile plant or equipment is used on-Site;
- (b) if requested to do so by CleanCo, provide evidence or certify that all Constructional Plant provided by the Contractor to be used on-Site complies with all laws, government requirements and any applicable codes or standards;
- (c) ensure that each item of Constructional Plant provided by the Contractor is fitted with an inspector's tag or uniquely identified by a stamp or an engine, chassis or serial number or other identification required under the HSE Requirements;
- (d) not remove any Constructional Plant from the Site without the prior written consent of CleanCo; and
- (e) on completion of the Supply, remove the Constructional Plant provided by the Contractor from the Site.

9.2 Inspections of Constructional Plant

Prior to bringing any Constructional Plant on Site, the Contractor must make that Constructional Plant available for inspection, for compliance with this Contract and all laws and government requirements, by a person nominated by CleanCo.

Notwithstanding the above, CleanCo may:

- (a) inspect any Constructional Plant provided by the Contractor and located on-Site from time to time during the performance of the Supply; and
- (b) prohibit the use of any Constructional Plant provided by the Contractor that CleanCo considers does not meet relevant laws and government requirements, and the Contractor:
 - (i) must bear the costs associated with the removal and replacement of that Constructional Plant; and
 - (ii) is not entitled to compensation as a result of that prohibition, removal or replacement.

10. PAYMENT

10.1 Payment by CleanCo

- (a) Except as otherwise provided in the Purchase Order, the Contractor may render a tax invoice (in the form provided by CleanCo) to CleanCo at the end of each month, in respect of the Goods delivered and/or Services performed in that month, calculated by reference to the Price.
- (b) Subject to the Contract, CleanCo will pay a correctly rendered tax invoice within 20 days of receipt. Without limiting clause 7.3, payment by CleanCo is payment on account only and is not evidence that the Supply has been performed satisfactorily.

10.2 GST

All amounts used in the Contract, including amounts and variables in formulas, are exclusive of GST unless it is clearly stated that they are intended to be GST inclusive. If a party makes a supply under or in connection with the Contract in respect of which GST is payable, the consideration for the supply but for the application of this clause 10.1(b) (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

10.3 Default Interest

Notwithstanding any other remedy available to a party under the Contract or at law, if a party fails to pay an amount owing to the other party on the due date for payment in accordance with the Contract, that party is liable to the other party for interest at the Default Rate, from the due date for payment until the date payment is made.

11. RIGHT OF SET OFF OR WITHHOLD

11.1 CleanCo's rights

- (a) CleanCo may at any time, deduct from any amount due or becoming due to the Contractor under the Contract to meet:
 - (i) all debts and amounts due from the Contractor to CleanCo whether under or in connection with the Contract; and
 - (ii) the amount of any bona fide claims or liens that CleanCo has against the Contractor under or in connection with the Contract.
- (b) CleanCo may withhold an amount from a payment made to the Contractor and pay that amount directly to the Commissioner of Taxation as required or authorised by law. Where a withheld amount is paid by CleanCo to the Commissioner of Taxation, it is deemed to have been paid to the Contractor on the date on which the remainder of the payment to which it relates was paid to the Contractor.

11.2 Notice of amount deducted

CleanCo must notify the Contractor in writing of any amounts deducted under clause 11.1 and the basis for the deduction, at the time that the deducted amount would otherwise be due to the Contractor.

12. RECORDS AND AUDIT

12.1 Records

The Contractor must maintain accounts, books, records, correspondence, instructions, plans, drawings, receipts, timesheets and invoices and other relevant documents (including documents stored in electronic form) for the purposes of substantiating:

- (a) the Contractor's compliance with the Contract; and
- (b) amounts paid to the Contractor in relation to the Supply,

(Records).

12.2 Audit rights

CleanCo (or its nominee) may audit the Records at any time during the Term until 2 years after the earlier of the expiry of the Defect Liability Period or termination in accordance with the Contract.

12.3 Refund

If an audit of Records reveals costs paid by CleanCo that are not in accordance with the Contract, those amounts are a debt due from the Contractor to CleanCo, and the Contractor must refund those amounts to CleanCo with interest at the Default Rate from the date of payment by CleanCo until the date of refund by the Contractor.

13. RISK IN THE SUPPLY

13.1 Clear title

The Contractor warrants that title in the Goods, deliverables and materials supplied by the Contractor, when it passes to CleanCo under clause 13.2, will be free and clear of any and all liens, restrictions, reservations, security interests and encumbrances.

13.2 Passing of title and risk

- (a) Title to any part of the Goods or other deliverables or materials the subject of the Supply passes to CleanCo upon the earlier of payment for the Supply, provision of the Services to CleanCo, delivery of the Goods to the Site or the incorporation of the materials (as applicable) into the physical manifestation of the Services.
- (b) Notwithstanding clause 13.2(a), the Contractor bears the risk of loss or damage to:
 - (i) the Goods until they are delivered to the Site; and
 - (ii) the materials and the physical manifestation of the Services until completion of the Services.

13.3 Protection

The Contractor must protect the Goods and physical manifestation of the Services from loss or damage arising from any cause, and ensure that the Goods and any materials are appropriately packed, handled and transported to the Site to prevent damage or shrinkage while in transit or storage. The Contractor must ensure that delivery documents accompany the Goods and materials to the Site and bear the Purchase Order number, quantity and price of Goods, the Delivery Date and the actual date of delivery.

14. INSURANCE

Unless otherwise specified in the Purchase Order the Contractor must maintain:

- (a) where the Supply is the supply of Goods, insurance for the Goods for the period when they are in transit to the Site against all loss or damage arising from any insurable cause, for a limit of not less than the full replacement cost of those Goods;
- (b) workers' compensation insurance in relation to its employees;
- (c) public liability insurance for a limit of not less than \$20 million from an independent reputable insurer in respect of loss or damage that may occur to any physical property, or death or bodily injury to any person that arises out of or in connection with the performance of the Supply;
- (d) third party motor vehicle liability insurance against liability for death or bodily injury to any person or damage to the Site or property located on the Site, for each of its vehicles that enter the Site during the performance of the Supply; and
- (e) insurance for its Constructional Plant during its transit to the Site and throughout the period that the Constructional Plant is on or near the Site against all loss or damage arising from any insurable cause and for a limit of not less than the market value (including delivery to Site) of the Constructional Plant.

15. INDEMNITY

15.1 Indemnity by the Contractor

The Contractor must indemnify CleanCo against all Losses arising in connection with:

- (a) damage to any third party property
- (b) death or injury to any person
- (c) a breach by the Contractor or Contractor's Personnel of any law; or

(d) a breach by the Contractor of clause 17 or clause 18, if the Losses arise in connection with any act, error or omission of the Contractor or Contractor's Personnel in connection with the performance of its obligations under the Contract. The Contractor's liability to indemnify CleanCo under this clause 15.1 will be reduced proportionally to the extent that the Losses are caused or contributed to by CleanCo or CleanCo's personnel.

15.2 Extent and duration of indemnity

The indemnity given by the Contractor under clause 15.1 is a continuing obligation, separate and independent from the other obligations of the Contractor and survives the termination of the Contract.

16. LIABILITY

16.1 Exclusion of Consequential Loss

Subject to clause 16.3, neither party shall be liable to the other party for Consequential Loss in connection with the Contract, whether arising out of or under statute, in tort (for negligence or otherwise) or any other basis in law or equity.

16.2 Limitation of liability

Subject to clause 16.3, a party's liability to the other party in connection with the Contract, whether arising out of or under statute, in tort (for negligence or otherwise) or any other basis in law or equity, is limited to the total anticipated Price payable for the Supply.

16.3 No limitation

The exclusion of liability under clause 16.1 and the cap on liability under clause 16.2 do not exclude or limit liability in respect of:

- (a) personal injury or death, loss of or damage to third party property, or actual or alleged infringement of intellectual property rights;
- (b) any amount:
 - (i) the Contractor recovers as insurance proceeds from claims made against insurance required to be effected by the Contractor under clause 14; or
 - (ii) which would have been payable under any insurance required to be effected by the Contractor under clause 14, but for a failure by the Contractor to effect that insurance or comply with the terms and conditions of the relevant policy; or
- (c) Wilful Default by the Contractor or any Contractor's Personnel, to the extent such liability arises in connection with the performance of the Contractor's obligations under the Contract.

17. INTELLECTUAL PROPERTY RIGHTS

- (a) The Contractor warrants that the intellectual property rights of a third party will not be infringed by the performance of the Supply under the Contract or the use of the Supply by CleanCo.
- (b) CleanCo acknowledges that the Contractor remains the owner of all Background IP and that nothing in the Contract prevents, limits or restricts the Contractor's subsequent use or exploitation of Background IP.
- (c) The Contractor grants to CleanCo (and shall procure the grant by any subcontractor having rights to or input into the Background IP) a non-exclusive, transferable, royalty free, irrevocable and perpetual licence to use, configure, adapt or modify, without limitation, all Background IP for the purposes of or in connection with CleanCo's business.
- (d) Subject to clause 17(b), all intellectual property rights created in connection with the Supply shall vest in CleanCo upon creation. The Contractor shall assign or transfer (and shall ensure all Contractor Personnel assign or transfer) all such intellectual property rights and ownership of such material to

CleanCo. CleanCo grants to the Contractor a non-exclusive, transferable, royalty free, irrevocable licence to use such intellectual property rights for the purpose of performing the Supply.

18. CONFIDENTIALITY AND PRIVACY

- (a) Nothing in this clause limits the operation of any confidentiality agreement entered into by CleanCo and the Contractor.
- (b) Each party must:
 - (i) use all Confidential Information of the other party solely in connection with the Supply; and
 - (ii) keep all Confidential Information confidential, and only disclose that Confidential Information as permitted under clause 18(c).
- (c) A party may disclose Confidential Information:
 - (i) to its Authorised Persons, provided that each Authorised Persons complies with the confidentiality obligations of this Contract as if that person was a party to this Contract;
 - (ii) where required by an applicable law, the rules of any stock exchange or any taxation authority; and
 - (iii) in the case of CleanCo, to its Shareholding Ministers.
- (d) If Confidential Information received by the Contractor contains any Personal Information, the Contractor must, with respect to that Personal Information:
 - (i) comply with the Privacy Legislation;
 - (ii) comply with CleanCo's Corporate Policies with respect to handling any Personal Information (or the Contractor's own procedures, provided these are consistent with CleanCo's Corporate Policies); and
 - (iii) establish effective measures to:
 - (A) safeguard Personal Information from unauthorised access, modification, use, loss or disclosure;
 - (B) ensure that any Personal Information will be held, used and disclosed in a manner consistent with the Privacy Legislation; and
 - (C) ensure accurate and complete records are kept of the Recipient's use, copying and disclosure of Personal Information provided by the Disclosing Party.

19. DEFAULT AND TERMINATION

19.1 Insolvency

If the Contractor becomes insolvent or bankrupt, CleanCo may terminate the Contract immediately by written notice to the Contractor or the person in whom the Contract is vested.

19.2 Event of default

- (a) If the Contractor fails to perform or comply with any of its obligations under the Contract (a **Contractor Default**) then CleanCo may serve a notice on the Contractor specifying the Contractor Default, the time within which the Contractor Default is to be remedied and requiring the Contractor to remedy it.
- (b) If, within the time specified in a notice served under clause 19.2(a), the Contractor fails to remedy the Contractor Default to the satisfaction of CleanCo, then CleanCo may terminate the

Contract by written notice, without prejudice to its other rights.

19.3 Termination for convenience

CleanCo may, at any time and in its absolute discretion, reduce the scope of all or any portion of the Supply or terminate the Contract (in whole or in part) by written notice to the Contractor. CleanCo may engage another contractor to perform the Supply (or any part of the Supply) terminated under this clause.

19.4 Obligations on termination

- (a) On receiving a notice under clause 19.1, 19.2 or 19.3, the Contractor must:
- (i) immediately cease performance of the Supply to the extent specified in the written notice;
 - (ii) immediately take all possible action to mitigate any Losses incurred by it or CleanCo as a result of such termination; and
 - (iii) take any action relating to the termination of the Contract reasonably required by CleanCo.
- (b) Without limiting any other rights or remedies CleanCo may have, if CleanCo terminates under clauses 19.1 or 19.2, the Contractor must pay or reimburse CleanCo's reasonable costs of obtaining replacement Goods and/or Services.
- (c) Upon termination under clauses 19.1, 19.2 or 19.3, CleanCo will pay to the Contractor the Price for the provision of the Supply up to the date of such termination. If CleanCo terminates the Contract under clause 19.3, CleanCo will also pay to the Contractor any costs reasonably incurred by the Contractor as a result of termination, provided the Contractor complies with its obligations under this clause 19.4 and such costs are substantiated to CleanCo.

20. ANTI-CORRUPTION

20.1 Receipt of benefits

A director, employee or agent of the Contractor must not:

- (a) give or receive any commission, fee, rebate, gift or entertainment of significant value from; or
- (b) enter into any business agreement with,

any director, employee or agent of CleanCo other than as a representative of CleanCo or in the ordinary and proper course of business between any of those parties.

20.2 Compliance with Anti-Corruption requirements

The Contractor must not undertake any activity, or allow any activity to be undertaken in connection with the Supply, that may constitute a breach of any provision of the Anti-Corruption Laws or cause CleanCo to be in breach of any Anti-Corruption Laws.

20.3 Conflict of interest

- (a) The Contractor represents that at the date of this Contract, there is no relationship between it and CleanCo, between any of the Contractor's directors or employees and CleanCo or between the Contractor and a director or employee of CleanCo that gives rise to an actual or potential conflict of interest.
- (b) The Contractor must immediately notify CleanCo upon becoming aware of any actual or potential conflict of interest. The Contractor must take reasonable steps to eliminate or overcome the conflict of interest without in any way adversely affecting its continued performance of its obligations under the Contract.

21. ANTI-SLAVERY

- (a) The Contractor must ensure (and must ensure that the Contractor's Personnel) when performing its obligations under this Contract, comply with all applicable Anti-Slavery Laws.
- (b) Without limiting the Contractor's obligations, the Contractor must establish, maintain and implement policies and procedures to ensure that the Contractor and the Contractor's Personnel comply with the obligations in this clause 21.
- (c) The Contractor must provide CleanCo with any information it reasonably requires to enable CleanCo to comply with its obligations under all applicable Anti-Slavery Laws.
- (d) The Contractor must ensure its subcontracts or arrangements with its suppliers:
 - (i) include obligations on the relevant subcontractors and/or suppliers that are equivalent to the obligations in this clause 21 and
 - (ii) permit termination of such relationships where the Contractor has reasonable grounds to believe there has been, or is likely to be a breach of any applicable Anti-Slavery Laws by the subcontractor or supplier.

22. TRADE AND ECONOMIC SANCTIONS

22.1 Warranty

As at the date of this Contract, the Contractor warrants that:

- (a) to the best of its knowledge, information and belief neither it, nor any of its employees, agents, subcontractors or Related Bodies Corporate (including the employees, agents and contractors of such subcontractors and Related Bodies Corporate) (together with the Contractor, the **Contractor's Group**) is a Sanctioned Person; and
- (b) it has provided all information of which it is aware, that CleanCo reasonably requires in order for CleanCo to:
 - (i) manage the risk of Sanctions being imposed on CleanCo; and
 - (ii) comply with laws or regulations applying in the jurisdictions in which the Supply is performed, the parties are located or in any other country.

22.2 Compliance

From the date of this Contract, the Contractor must (at its own cost):

- (a) comply with any Sanction and ensure that the Contractor and entities of the Contractor's Group are not and do not become, a Sanctioned Person;
- (b) provide any information that CleanCo reasonably requires from time to time in order for CleanCo to monitor and investigate whether any member of the Contractor's Group has become or is reasonably likely to become a Sanctioned Person and comply with all laws and regulations applying in the jurisdictions in which the Supply is performed, the parties are located or in any other country; and
- (c) notify CleanCo immediately upon becoming aware that it or any member of the Contractor's Group has become or is reasonably likely to become a Sanctioned Person or violated a Sanction.

23. QUEENSLAND GOVERNMENT REQUIREMENTS

23.1 Queensland Procurement Policy

The Contract must, and must ensure that the Contractor's Personnel, comply with the Queensland Procurement Policy, including the Supplier Code of Conduct and Ethical Supplier Threshold.

23.2 Building and Construction Code of Practice

- (a) The Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the Building and Construction Code of Practice that would preclude it from tendering for work to which that code applies.
- (b) To the extent it applies to the Contract, the Contractor must (at its own cost):
 - (i) comply with, and meet any obligations imposed by, (and ensure that any subcontractors comply with and meet any obligations imposed by) the Building and Construction Code of Practice;
 - (ii) maintain adequate records of compliance with the Building and Construction Code of Practice by it, its subcontractors and related entities, and provide access to these records and any other information and documents reasonably required by CleanCo as is necessary to monitor and investigate compliance with the Building and Construction Code of Practice; and
 - (iii) notify CleanCo as soon as reasonably practicable where a change in the Contract or the Supply proposed would (or would be likely to) affect compliance with the Building and Construction Code of Practice.

24. NOTICES

A notice under the Contract must be in writing, in English and addressed to the receiving party, and will be deemed to have been received:

- (a) if posted, on the 4th day after posting;
- (b) if delivered personally, upon delivery; or
- (c) if sent by email:
 - (i) on a Business Day, on dispatch of the transmission; or
 - (ii) on a day other than a Business Day, on the next Business Day,

unless the sender's server indicates a malfunction or error in transmission or the recipient immediately notifies the sender of an incomplete transmission.

25. MISCELLANEOUS PROVISIONS

- (a) If there is any discrepancy, inconsistency or ambiguity between a Purchase Order and these Standard Purchase Conditions, the Purchase Order shall prevail. The Purchase Order and these Standard Purchase Conditions shall have precedence over any other documents forming part of the Contract.
- (b) A waiver of any provision or right under the Contract shall not constitute a waiver of any other provision or right.
- (c) All provisions of the Contract which, expressly or by implication from their nature, are intended to survive rescission, termination or expiration of the Contract (including CleanCo's rights under the Contract in respect of any Defect in the Supply) will survive the rescission, termination or expiration of the Contract.
- (d) The Contract contains the entire agreement between the parties and supersedes all prior arrangements between the

parties relating to the Goods or Services (including any terms and conditions proposed or delivered to CleanCo by the Contractor).

- (e) The Contract is governed by and must be construed and enforced in accordance with the laws of Queensland, Australia and the parties unconditionally submit to the exclusive jurisdiction of the courts of Queensland, Australia (and courts of appeal from them).

SCHEDULE

1. INTERPRETATION

In the Contract unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of the Contract;
- (b) the singular includes the plural and vice versa;
- (c) words importing a gender include other genders;
- (d) the words 'include' and 'including' are to be construed without limitation;
- (e) other grammatical forms of defined words or expressions have corresponding meanings;
- (f) a reference to:
 - (i) a clause, schedule or appendix is a reference to a clause, schedule or appendix to the Contract and a reference to the Contract includes any schedules and appendices;
 - (ii) any legislation or statutory instrument or regulation is construed in accordance with the Acts Interpretation Act 1901 (Cth) or the equivalent State legislation, as applicable;
 - (iii) a document, policy, code, conditions or agreement includes a reference to that document as novated, altered or replaced from time to time;
 - (iv) 'A\$', '\$A', 'AUD', 'dollar' or '\$' is a reference to Australian currency;
 - (v) a person includes any individual, firm, body corporate, partnership, unincorporated association, government, state or agency of a state, joint venture or authority;
 - (vi) a party includes its executors, administrators, successors and permitted assigns; and
 - (vii) a day means a period of 24 consecutive hours from midnight.
- (g) where a party is more than one person the Contract binds all of them separately and each of them together; and
- (h) if the due date for anything to be done under the Contract falls on a day that is not a Business Day, then it must be done on the next Business Day.

2. DEFINITIONS

Unless the context otherwise requires, the following terms have the meanings given when used in the Contract.

Anti-Corruption Laws means Chapter 4, Division 70 of the *Australian Criminal Code Act 1995* (Cth) and any other relevant law which prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or adviser of such person and is applicable in the jurisdiction in which CleanCo or the Contractor are registered or conduct business or in which activities relevant to the Supply are to be performed.

Anti-Slavery Laws means the *Modern Slavery Act 2018* (Cth) and any other relevant law which has as its objective the prohibition of exploitation of workers, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar types of conduct) and is applicable or otherwise in force in the jurisdiction in which CleanCo or the Contractor are registered or conduct business or in which activities relevant to the Supply are to be performed.

Authorised Persons means in respect of a party, the officers and employees of that party, its Related Bodies Corporate, joint venturers,

contractors, advisers, financiers, auditors and insurers (and their respective employees and officers) who:

- (a) have a need to know the Confidential Information (and only to the extent that they have a need to know); and
- (b) are under an express or professional obligation to keep the Confidential Information confidential.

Background IP means the Contractor's intellectual property rights which are in existence at the date of the Contract (and improvements and modifications to those intellectual property rights), or which the Contractor can show came into existence other than in connection with the provision of the Supply or the Contract

Building and Construction Code of Practice means the document titled Building and Construction Code of Practice 2000 issued by the Queensland Government and available at: <https://www.oir.qld.gov.au/industrial-relations/building-and-construction-code-practice-2000>, or any code that replaces that code.

Business Day means a calendar day ending at 5.00pm, other than a Saturday, Sunday or public holiday in Brisbane, Queensland, Australia or the location of the Site.

CleanCo's Corporate Policies means the policies, codes and principles published by CleanCo at <https://cleancoqueensland.com.au/our-suppliers/>, and such other policies, codes and principles notified by CleanCo to the Contractor, but does not include the HSE Requirements.

CleanCo means CleanCo Queensland Limited.

Confidential Information means all information (including commercially sensitive information and technical know-how) directly or indirectly disclosed or made available by or on behalf of a party (**Disclosing Party**) to the other party (**Recipient**) in connection with the Contract, but does not include information which:

- (a) is rightfully known or in the possession or control of the Recipient and is not subject to an obligation of confidence on the Recipient;
- (b) is or becomes public knowledge other than as a result of a breach of the Contract; or
- (c) has been independently developed by the Recipient or acquired from a source which was not subject to a duty of confidentiality to the Disclosing Party.

Consequential Loss means special, indirect, consequential or economic loss including loss of opportunity, loss of profit or anticipated profit, loss of goodwill or loss arising from business interruption, which would not have been, when considered objectively, a reasonably possible result of the particular breach.

Constructional Plant means all plant, tools and equipment to be used by the Contractor in the performance of the Services and includes cranes, tools, machinery and temporary buildings.

Contract means the Purchase Order, these Standard Purchase Conditions and any other document stated in the Purchase Order to be part of the Contract.

Contractor means the party named as the 'Supplier' or 'Contractor' in the Purchase Order.

Contractor's Personnel means the Contractor's employees, agents and subcontractors (and employees, agents and contractors of those persons).

Country Based Sanction means any program that prohibits and/or restricts:

- (a) trade with or investment in, or the transfer of property or assets to or from, a specified country, including its government, government subdivisions, agencies and other entities under the control or acting on behalf of government; or

- (b) engaging in transactions that relate to investing in and/or provision of advice or assistance in relation to, a specified country which, in each case, are maintained, amended and imposed by any Sanction Authority.

Default Rate means the daily buying rate on the due date for payment displayed at or about 10.30am (Sydney time) on the Reuters screen BBSW page for Australian bank bills of a 90 day duration (or if that daily buying rate is no longer published, such other daily rate as the parties may agree) plus two percent.

Defect means any deficiency, fault, error, omission or non-compliance with the requirements of the Contract.

Defects Liability Period means the period of 12 months on and from the completion of the Supply in accordance with the Contract.

Delivery Date means the date/s specified in the Purchase Order (or elsewhere in the Contract) by which the Goods and/or Services are to be supplied to CleanCo or if no date/s are specified, within a reasonable time.

Ethical Supplier Threshold means the Ethical Supplier Threshold set out in the Queensland Procurement Policy or any threshold that replaces that threshold.

Goods means the items specified in the Purchase Order (if any).

HSE Requirements means:

- (a) the Site Conditions;
- (b) the policies with respect to health and safety and the environment provided by CleanCo to the Contractor or published by CleanCo at <https://cleancoqueensland.com.au/our-suppliers/>;
- (c) the specific requirements with respect to health and safety and the environment specified in the Purchase Order (or elsewhere in the Contract); and
- (d) all relevant law and government requirements relating to health and safety and the environment.

Losses means losses, damages, costs, charges, expenses, penalties, interest and fines, including those arising as a result of claims, demands, actions, proceedings or suits by any person.

Personal Information has the meaning given in the Privacy Legislation.

Price means the prices, fees and rates or other amounts set out in the Purchase Order or any other document stated in the Purchase Order to be part of the Contract.

Privacy Legislation means any law governing privacy or Personal Information, including the *Privacy Act 1988* (Cth), the *Information Privacy Act 2009* (Qld) and any codes of conduct, directives or orders made or issued under such law.

Purchase Order means the order for Goods and/or Services issued by CleanCo to the Contractor.

Queensland Procurement Policy means the Queensland Procurement Policy 2019 issued by the Queensland Government and available at: <https://www.hpw.qld.gov.au/SiteCollectionDocuments/QLDProcurementPolicy.pdf>, or any policy that policy.

Related Body Corporate has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Sanction means an SDN Sanction, a Country-based Sanction and any other similar sanctions, regulations, statutes, prohibitions and official embargo measures that relate to the enforcement of economic and trade sanctions which are maintained, amended and imposed by any Sanction Authority.

Sanction Authority means the United Nations, the European Union, Her Majesty's Treasury in the United Kingdom, the United States Department of Treasury's Office of Foreign Assets Control, the Commonwealth of

Australia, Switzerland, South Africa, Canada or any replacement or other regulatory body enforcing economic and trade sanctions legislation in such countries or by any state, supranational or international government organisation.

Sanctioned Person means any person, being an individual, corporation, company, association, government or other entity who:

- (a) is the subject or target of a Sanction or in respect of which a Sanction has been imposed or targeted; or
- (b) is owned, operated or controlled by any person who is the subject or target of a Sanction or in respect of which a Sanction has been imposed or is targeted.

SDN Sanction means any specially designated nationals or blocked persons lists and or any replacement lists which are maintained, amended and imposed by any Sanction Authority.

Services means the services specified in the Purchase Order (if any).

Shareholding Ministers has the meaning given to that term in the *Government Owned Corporations Act 1993* (Qld), and includes the departmental officers and advisers of those persons or a department or agency of the State of Queensland (and its departmental officers and advisers).

Site means the areas specified in the Purchase Order for the performance of the Supply (including delivery of the Goods).

Site Conditions means the site conditions for the Site published by CleanCo at <https://cleancoqueensland.com.au/our-suppliers/>

Supplier Code of Conduct means the document of that name issued by the Queensland Government and available at: <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ProcurementSupplierCodeOfConduct.pdf>, or any code that replaces that code.

Supply means all obligations, duties and responsibilities of the Contractor under the Contract and any incidental work that can be reasonably inferred as necessary or appropriate to perform the Services and/or supply the Goods (as applicable) in accordance with the Contract.

Term has the meaning given in clause 1.1(a).

Verification Records has the meaning given in clause 12.1.

Wilful Default means any act or omission which was illegal, fraudulent, deliberate and wrongful, or involved reckless disregard for the consequences in circumstances where the Contractor or the Contractor's Personnel knew or ought to know that those consequences would likely result.