

Terms and Conditions of Purchase for Goods and Services



The terms and conditions of purchase set out below ("**Conditions**"), as amended from time to time, apply to purchase orders issued by **Rocla Pty Ltd (ABN 31 000 032 191)**, ("**Purchaser**") for the purchase of Goods and Services to any company, person or other party ("**Supplier**"), where there is no other written agreement between the Supplier and the Purchaser.

The Purchaser is not bound by the Supplier's terms of sale or any other conditions the Supplier seeks to impose on, or that purport to apply to, the supply of Goods and Services by the Supplier to the Purchaser. The parties must not amend these Conditions unless recorded in writing and signed by the Purchaser's National Procurement Manager.

These terms and conditions take effect on and from **14 October 2020**.

1. INTERPRETATION

1.1 Defined Terms: In these Conditions, unless the context requires otherwise:

Business Day means a day (other than Saturday or Sunday) on which registered banks are open for business in Sydney, NSW but excludes any day in the period from 24 December in any year to 5 January (both inclusive) in the following year;

Contract means an agreement between the Purchaser and Supplier for the supply of Goods and Services constituted by an Order, these Conditions and any variation agreed in writing between the Purchaser and the Supplier;

Fletcher Building Group means the group of companies comprised of any wholly or partially owned subsidiary of Fletcher Building Limited, wherever incorporated;

Goods means the goods described in the Order, if any;

Law means Commonwealth, state or local government legislation including regulations, by-laws, subordinate legislation.

Order means the Purchaser's purchase order placed or communicated with the Supplier and includes these Conditions (including any variations);

Price means the price for the Goods and Services as calculated in accordance with clause 3;

Security Interest means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth);

Services means the services described in the Order, if any;

Specification means any technical or other specification relating to the Goods and Services referred to in the Order or otherwise provided in writing by the Purchaser to the Supplier in connection with the Order;

Supplier Code of Conduct means the code of conduct available at <https://fletcherbuilding.com/investor-centre/corporate-governance/>.

1.2 Rules for interpreting these Conditions: The following rules apply in interpreting these Conditions:

- (a) words in singular will include the plural and vice versa;
- (b) any reference to "including" means "including without limitation";
- (c) a reference to a statute includes all regulations under and amendments to that statute and any statute to the extent passed in substitution for that statute;
- (d) if any matter requires agreement between the parties, such agreement must be express and in writing and must be at the absolute discretion of each party;
- (e) headings used do not form part of the Conditions and are for convenience only.

2. TERMS OF AGREEMENT

2.1 Contract: The Contract between the Purchaser and the Supplier for the purchase of Goods and Services comprises:

- (a) these Conditions;
- (b) any other terms and conditions set out in or incorporated by reference in the Order; and
- (c) any other terms and conditions which are imposed by Law and which cannot be excluded.

In the event of a conflict between these Conditions and the Order, the Order will prevail.

2.2 Entire Agreement: These Conditions, together with the documents referred to in clause 2.1, will apply to all orders for the purchase of Goods and Services by the Purchaser from the Supplier, and contain the only terms and conditions of purchase to which the Purchaser will be bound in connection with the purchase of Goods and Services from the Supplier. The Purchaser will not be bound by any other terms the Supplier may purport to apply (including on an invoice or other document and whether before or after submission of an Order by the Purchaser) or which are endorsed upon any correspondence or documents issued by the Purchaser, except to the extent that the Purchaser and the Supplier enter into a final, signed agreement relating to the provision of Goods or Services by the Supplier to the Purchaser in which case that final, signed agreement will take effect to the exclusion of these Conditions.

2.3 Acceptance: Without limiting any other mode of acceptance of this Contract exercised by the Supplier, the Supplier acknowledges that by delivering the Goods or performing the Services, the Supplier by such conduct agrees to be bound by these Conditions.

2.4 Amendment: The Purchaser may change these Conditions from time to time. The Conditions will be shown on the website <http://www.rocla.com.au>, together with the date on which any new terms and conditions become effective. The Supplier must check this website before entering into a new Contract. By entering into a Contract after the date upon which the new terms and conditions become effective, the Supplier accepts and is bound by the changed terms and conditions for that Contract and future Contracts. If the Supplier does not accept the changes to the Conditions, the Supplier may give notice to the Purchaser that it does not wish to supply any further Goods and Services.

3. PRICE

3.1 Price of Goods and Services supplied: The Price of the Goods and Services will be as set out in the Order. If no Price is specified in the Order, then the Supplier must confirm the Price with the Purchaser before the supply of the Goods or before commencing the Services. The Purchaser will not be bound to pay for the Goods and Services unless the Purchaser has agreed to the Price in writing before the Goods are supplied or the Services are

performed. The Price set out in the Order or agreed between the Supplier and the Purchaser for a Contract may not be amended without the prior written agreement of the Purchaser.

3.2 Price: The Purchaser will pay the Price for the Goods and Services. The Price is exclusive of GST but includes all other taxes or duties levied or assessed in connection with the supply of the Goods and Services and includes all costs of testing, inspection, labelling, packing and freight and delivery to and off-loading (if required) at the destination as specified in the Order. The Supplier agrees that it will not be entitled to any other payments or reimbursements in respect of the Goods and Services.

3.3 No less favourable: The Supplier warrants that the Price is no less favourable than the price paid by any other purchaser of the same Goods and Services supplied by the Supplier in substantially similar volumes or circumstances.

3.4 No admission: The Supplier acknowledges that any payment made to it by the Purchaser does not imply or constitute an admission on the part of the Purchaser that the Goods and Services comply with the Contract or a waiver or release of the Supplier's obligations under the Contract.

4. INVOICES AND PAYMENT

4.1 Invoices: The Supplier will submit monthly GST invoices to the Purchaser, which invoices will be received by the Purchaser no later than the 5th of each month in respect of Goods and Services supplied during the preceding month to the Purchaser. All invoices must specify the amount payable, state the relevant Order number or numbers, and include reasonable detail of the Goods and Services supplied during the relevant period.

4.2 Proof of Insurances Required: Where the Purchaser is purchasing the Goods for re-sale to end customers, the Purchaser will not be required to pay the Supplier's invoices where the Supplier has not provided the Purchaser with all proof of insurances required under these Conditions.

4.3 Payment Terms: The Purchaser will pay invoices for Goods and Services supplied by the Supplier to the Purchaser 62 days from the end of the month in which the Purchaser received a correctly tendered invoice (unless otherwise agreed in writing between the parties), provided that the Goods and Services have been received by the Purchaser at the date of the invoice. If the Purchaser disputes any amount of an invoice, the Purchaser will pay the non-disputed amount of the invoice on the due date for the invoice. Payment will be made by direct credit to a bank account nominated by the Supplier.

4.4 Set Off: The Purchaser may set off any sums due to the Supplier against any costs, expenses or other losses (whether direct or indirect) incurred by the Purchaser as a result of any breach of the Contract or any other Contract between the Supplier and the Purchaser or any other Contract between the Supplier and any other member of the Fletcher Building Group and any losses sustained as a result.

4.5 Supplier Waiver for Late Invoices: The Supplier irrevocably waives, releases and agrees to indemnify and keep indemnified the Purchaser from any claim for payment of the Price not invoiced within 6 calendar months from the delivery of the Goods and performance of the Services (time is of the essence).

5. PURCHASE OF GOODS AND SERVICES

5.1 Quotes: A request for quotation by the Purchaser will not constitute an offer to purchase Goods and Services from the Supplier. No contract for the supply of Goods and

Services will exist between the Purchaser and Supplier until the Purchaser gives the Supplier an Order in accordance with these Conditions and that Order has been accepted by the Supplier (such acceptance of the Purchaser's Order may be made and communicated by the Supplier in writing (including via email) including an order acknowledgment or by overt act of acceptance).

5.2 Orders: The Purchaser may purchase Goods and Services from the Supplier by providing to the Supplier an Order. The date for delivery of the Goods and performance of the Services will be as specified in the Order.

5.3 Cancellations or Variations: The Purchaser may cancel, or vary, an Order if the Purchaser has provided notice of such cancellation, or variation, to the Supplier at least 10 Business Days prior to the time specified for delivery or performance in such Order and the Supplier has not delivered the Goods or performed the Services in accordance with the Contract.

5.4 Supplier to provide Goods and Services: The Supplier must supply the Goods and perform the Services in accordance with the Contract.

5.5 No Exclusivity or Minimum Quantities: The Supplier acknowledges that the Purchaser may purchase Goods and Services from other suppliers, and there is no guarantee of exclusivity or minimum quantity.

6. DELIVERY

6.1 Delivery: The Supplier must deliver the Goods to (or perform the Services, where relevant) at the address specified in the Order by the date stated in the Order. The times for delivery of the Goods, and performance of the Services, are of the essence.

6.2 Packing: The Supplier must ensure that all Goods are properly and securely packed and where not specified in the Order packaging will be in a manner appropriate to the Goods and the distance to be travelled.

6.3 Documents: The Supplier must quote the Order number and the item number (if applicable) on all documents and packages sent by it to the Purchaser in respect of the Order. On delivery of each consignment of the Goods and at the conclusion of the performance of the Services, the Supplier must deliver to the Purchaser such documents as are required by the Order, including, without limitation, customs export documents (if applicable), advice notes, certificates of conformity, and if the Supplier is not the original manufacturer of the Goods, copies of the original manufacturer's certificate of conformity together with test figures, etc, where applicable.

6.4 Notice of any Delivery Delay: If the Supplier becomes aware that it will not be able to comply with a specified delivery or performance date as shown on an Order, the Supplier will immediately notify the Purchaser and provide an explanation and reasons for the delay and any suggestions for any proposed alternative delivery or performance date. The Supplier must obtain the Purchaser's prior written approval for any change to the original delivery or performance date (which may be given or refused at the Purchaser's absolute discretion). If approval is not obtained, and without prejudice to any other rights of the Purchaser:

(a) the Supplier must use, and be responsible for, any express freight that may be required to guarantee that the Goods are delivered to the delivery address to meet the required delivery date or the agreed lead-time. In the event that delivery is delayed by more than twenty-four (24) hours, the Purchaser will be entitled to cancel the Order or reject the delivery without any liability whatsoever;

(b) the Purchaser may engage another supplier to perform (all or part of) the Services, in which case the Supplier must at its own cost provide all reasonable assistance to the Purchaser, will not be entitled to any payment for the Services withdrawn and must indemnify the Purchaser upon demand in respect of any additional reasonable costs incurred by the Purchaser in connection with engaging an alternate supplier.

6.5 Liability for Late Delivery or Performance: The Purchaser will be entitled to recover from the Supplier as a debt due and payable by the Supplier to the Purchaser, any costs, expenses or liquidated damages suffered by the Purchaser as a result of the Supplier failing to satisfactorily complete delivery of the Goods and perform the Services within the agreed timeframe.

7. TITLE AND RISK FOR GOODS

7.1 Title: Title in the Goods passes to the Purchaser on delivery or as stipulated in the Order.

7.2 Risk: The Supplier bears all risk of loss and damage to the Goods until the Goods have been accepted in accordance with clause 7.3.

7.3 Acceptance: Where acceptance tests are required for Goods and are set out in an Order, acceptance of the Goods delivered will be subject to completion of the acceptance tests by the Purchaser. Where no acceptance tests are required, the Purchaser will have the right to inspect the Goods after delivery and acceptance will take place if the Goods are satisfactory to the Purchaser on inspection, or, if no inspection is made, the Goods will be accepted on the earlier of (a) when they have been taken into final and beneficial use by the Purchaser or (b) twenty eight (28) days after delivery.

7.4 No Waiver: The Purchaser's acceptance does not limit or waive the Purchaser's rights to claim from the Supplier for any defect in the Goods or failure of the Goods to comply with the Contract.

7.5 No Security Interests: Nothing in the Contract creates a Security Interest in the Goods for the Supplier. The Supplier must not, in any circumstances, register or seek to register an interest in the Goods under the *Personal Property Securities Act 2009* (Cth).

8. GST

8.1 Defined Terms: Any expression used in this clause or clause 3 and which is defined in the *A New Tax System, (Goods and Services Tax) Act 1999* (Cth) has the same meaning in clause 3 and this clause 8.

8.2 GST Exclusive: With the exception of any amount payable under this clause 8, unless otherwise expressly stated, all amounts stated to be payable by the Purchaser in these Conditions are exclusive of GST.

8.3 Tax Invoices: If GST is imposed on any supply made under or in accordance with these Conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with these Conditions, subject to the provision of a tax invoice by the supplier to the recipient.

8.4 GST Registered: If the Supplier is registered for GST it must raise and provide to the Purchaser GST compliant Tax Invoices and Adjustment Notes (accounts) in accordance with *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and as interpreted by GST Rulings and Determinations made by the ATO.

8.5 Not GST Registered: If the Supplier is not registered for

GST, it agrees to include its ABN on all invoices and credit notes. Failure by the Supplier to quote its ABN on its invoices may result in the Purchaser withholding part payment at the top marginal tax rate (plus Medicare Levy) of the total invoice value and remitting this to the ATO as per legislated taxation requirements (PAYG system).

9. SUPPLIER WARRANTIES AND INSURANCES

9.1 Goods Warranties: Where the Supplier supplies Goods, the Supplier warrants and undertakes that the Goods:

- (a) are new and unused;
- (b) are of acceptable quality;
- (c) are fit for all the purposes for which goods of that kind are commonly supplied, fit for sale to the end customer (where applicable) and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;
- (d) are free from defects in design, material and workmanship;
- (e) are of sound design;
- (f) are in accordance with the relevant Australian Standards;
- (g) will be labelled, marked and packaged in accordance with all applicable Law, and not misbranded or mislabelled;
- (h) not be subject to any mortgage, charge, lien, encumbrance, retention of title or other security interest;
- (i) are safe, not a risk to human health and not emit or contain any contaminant or hazardous substance;
- (j) will meet the requirements of the Order, including any Specification;
- (k) include appropriate and correct warning and instructions; and
- (l) comply with any representations, descriptions, samples or other specifications provided by the Supplier in connection with the Goods and Services, including as to quality, function, performance or design.

9.2 Services Warranties: Where the Supplier performs Services, the Supplier warrants and undertakes that:

- (a) it will provide the Services:
 - a. in a proper and safe manner, with the degree of professional expertise, skill, care and diligence that can reasonably be expected of a professional service provider experienced in providing services in the nature of the Services;
 - b. in a timely and expeditious way;
 - c. in accordance with best industry practice;
 - d. in accordance with the reasonable directions and requirements and to the reasonable satisfaction of Purchaser;
- (b) any representations, whether oral or in writing, that the Supplier has made to the Purchaser as to the Supplier's qualifications, experience, capacity to provide the Services and any other relevant matter are true and complete;
- (c) the Supplier will supply all materials, equipment and machinery (as applicable) necessary for the provision of the Services, and will ensure that all such materials, equipment and machinery are fit for their intended purpose;

- (d) the Supplier and each of its employees, agents and sub-contractors will not use any of the Purchaser's equipment unless the Purchaser specifically approves such use (which will be solely at the Purchaser's discretion); and
- (e) the Supplier, at the Supplier's own cost, will make good any errors, defects or omissions in the Services provided to the Purchaser.

9.3 Supplier Warranties: The Supplier warrants and undertakes to the Purchaser that:

- (a) the Supplier has and will maintain at all relevant times all consents, approvals, permits and licences which are required by Law or are otherwise necessary for the manufacture, storage and supply (as applicable) of the Goods and performance of the Services;
- (b) any intellectual property rights or other proprietary rights of any other person will not be infringed by the provision of the Services, the supply of the Goods or the Purchaser's on-sale or use of the Goods and Services;
- (c) the Supplier has the necessary resources (including financial resources) sufficient to enable it to perform its obligations under this Contract;
- (d) the Supplier's performance of the Contract, supply of the Goods and performance of the Services, will at all times comply with all applicable Law;
- (e) it will pay all employees, agents and sub-contractors in accordance with all relevant Laws; and
- (f) the Supplier itself and its suppliers have, hold and can demonstrate the attributes set out in the Supplier Code of Conduct.

9.4 Non-Compliance Notice: The Supplier must promptly notify the Purchaser in writing if the warranty in clause 9.3(f) changes.

9.5 Accreditation & Markings: All Goods and Services which are classified by Standards Australia must be accredited to the relevant standard and (as applicable) carry the applicable current Standards Australia mark or watermark and license number. Goods must also be marked with Supplier identification.

9.6 Consumer Guarantees: Where the Purchaser on sells the Goods to a consumer, the Supplier will be liable for all claims, costs, losses or damages that the Purchaser may be responsible for to the consumer under the Australian Consumer Law in respect of those Goods.

9.7 No limitation: The warranties provided in clauses 9.1, 9.2 and 9.3 are in addition to any obligations that the Supplier owes to the Purchaser that are implied by Law, trade, usage or otherwise. The provisions of this clause 9 will survive termination of the Contract, howsoever arising.

9.8 Insurance: The Supplier must obtain and maintain with a major insurance company carrying on general insurance business in Australia:

- (b) where Goods are described in the Order:
 - a. public and products liability insurance in relation to all supplies to the Purchaser with a reputable insurer for an amount not less than \$20,000,000 in respect of any one claim, on an occurrence basis; and
 - b. transit insurance for not less than the full replacement value of the Goods, for the period until the Goods are delivered into the possession or control of the Purchaser;

- (c) where Services are described in the Order, professional indemnity insurance for an amount not less than \$10 million for any 12 month period with provision for one automatic restatement.

The Supplier agrees to provide copies of current certificates of currency for the insurances referred to in this clause when requested by the Purchaser from time to time, detailing the policy number, expiry date and the amount of insurance cover.

10. SUPPLIER LIABILITY

10.1 Making Claims: The Purchaser reserves the right to make claims upon the Supplier for any Goods and Services which are at the time of delivery or performance, are not fit for purpose, not to Specification, damaged, defective, short delivered, incomplete or otherwise not in accordance with the Contract.

10.2 Rejection of Goods and Services: If Goods are delivered, or Services are performed, by the Supplier that are not in accordance with the Contract, the Purchaser may in its absolute discretion (without limiting any other rights or remedies available to the Purchaser):

- (a) reject them in whole or in part with no further liability to pay for the Goods and Services. Any sums paid will be returned to the Purchaser on demand within ten (10) days of rejection; or
- (b) give notice to the Supplier to repair or replace the Goods, or reperform the Services, without delay at the Supplier's expense and risk.

The Supplier is liable for all reasonable loss and damages incurred by the Purchaser due to the rejection of the Goods or Services. Title and risk in the rejected Goods immediately re-vests in the Supplier. The Supplier must, at its cost, remove from the rejected Goods and Services any of the Purchaser's intellectual property (including names, logos, etc) or any other distinguishing features such as name or symbols.

10.3 Packaged Goods: The Supplier accepts that the contents of Supplier factory packaged goods may not be checked by the Purchaser at time of receipt, but will be checked at time of installation. Claims for damaged or defective goods, items short delivered or incomplete goods may be made at that time.

10.4 End Customer Claims: The Supplier also accepts that claims may be made by the Purchaser for defects at any time within a reasonable period of the end customer becoming aware of such defects.

10.5 Warranty Claims: In the event of a warranty claim by the Purchaser or a customer of the Purchaser, the Supplier agrees, where possible, to inspect the site of the installation within twenty-four (24) hours of the Supplier being notified of the warranty claim. The Supplier also agrees to respond with a written report to the customer and the Purchaser within five (5) Business Days of the warranty claim notifying the Purchaser and the customer of the Supplier's decision in relation to the warranty claim.

In the event that a warranty claim requires the Purchaser or a customer of the Purchaser to repair, replace or reinstall the Goods, the Supplier agrees that all costs relating to or arising out of the required work or replacement will be at the Supplier's expense.

The Purchaser may, at its option or if requested by the Supplier, inspect the site of the installation of the Goods that are the subject of a warranty claim. The Supplier agrees to reimburse the Purchaser for the Purchaser's reasonable costs for conducting such inspection.

11. INDEMNITY AND EXCLUSIONS

11.1 Supplier Indemnity: The Supplier agrees to indemnify the Purchaser against any loss, damage, personal injury, death or third party property damage incurred by the Purchaser arising out of or in connection with a breach by the Supplier of the Contract, any use or resupply by the Purchaser of the Goods (including breach of the warranties in clause 9 or any negligence of the Supplier).

11.2 Indemnities: Each indemnity provided under the Contract requires the Purchaser to mitigate its loss and the Supplier's liability will be reduced to the extent any loss or damage arises from or is in connection with any act or omission of a person other than the Supplier.

12. AUSTRALIAN CONSUMER LAW

12.1 Compliance Essential: It is an essential term of these Conditions that the Supplier complies with the provisions of the Australian Consumer Law. Without limiting that obligation in any way, the Supplier must comply (and ensure that any manufacturer or other supplier complies) with Section 102 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and Regulation 90 of the *Competition and Consumer Regulations 2010* (Cth), in relation to any warranty provided by the Supplier, any third party supplier, or the manufacturer of the Goods. To the extent permitted by Law, the Supplier indemnifies, and keeps the Purchaser indemnified against any loss, cost, penalty or claim made against the Purchaser that arises out of or relates to a breach of this clause by the Supplier.

13. SUPPLIER RESPONSIBILITIES

13.1 Health, Safety and Environment: The Supplier will:

- (a) at all times comply with all directions and applicable Law, including but not limited to those directions and Law relating to health, safety and environment which are relevant to any of the Goods and Services;
- (b) not provide any Goods and Services which are intrinsically hazardous to life or harmful to the environment without appropriate arrangements being agreed with the Purchaser in advance in writing;
- (c) ensure that waste and surplus materials arising from the provision of the Goods and Services are disposed of appropriately; and
- (d) notify the Purchaser as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Goods and Services in which the Purchaser will have an interest, and must provide the Purchaser on demand with copies of any reports, documents or other material in relation to those safety hazards or issues.

13.2 Employees and contractors: The Supplier will at all times be responsible for its employees, agents and sub-contractors and will ensure that they, when on the Purchaser's site (or the Purchaser's customer's site), are made aware of and comply with rules, procedures and requirements of that site (copies of which will be provided by the relevant site manager) and follow all reasonable and lawful directions of the Purchaser relating to the site. The Purchaser will have the right to refuse access to its site to any of the Supplier's employees, agents and sub-contractors who, in the reasonable opinion of the Purchaser, is not a fit and proper person to have access to the site, or who refuses to comply with the site rules.

13.3 Chain of Responsibility: The Supplier must:

- (a) comply, and ensure that all of its employees, agents and subcontractors comply with all Laws that apply to the transport of goods by road including but not limited

to mass, loading, dimension, fatigue management requirements and speed compliance;

- (b) establish, implement and maintain appropriate policies, procedures and business practices to ensure its business practices comply with the Law.

14. CONFIDENTIALITY AND OTHER INFORMATION

14.1 Confidentiality: The Supplier agrees to keep confidential all of the Purchaser's information concerning or arising from the performance of the Order or otherwise provided by the Purchaser to the Supplier. This clause does not apply to information which is lawfully obtained from a third party who does not owe an obligation of confidentiality to the Purchaser, is public knowledge, is already known or is otherwise independently developed by the Supplier.

14.2 No advertisement: The Supplier will not advertise itself as supplying goods and services to the Purchaser without the Purchaser's prior written consent. The obligations of this clause will remain in force notwithstanding completion, cancellation or termination of the Order.

14.3 Ownership of information: All drawings, specifications, artwork, data, material, supplies, equipment, tooling, dies, moulds, fixtures and patterns furnished or paid for by the Purchaser, will be the Purchaser's exclusive property, and will be used by the Supplier only in performance of the Order. Such property, while in the Supplier's custody and control, will be held at the Supplier's sole risk and, upon the Purchaser's request, will be returned to the Purchaser in good condition, normal wear and tear accepted.

14.4 Damages not adequate remedy: The Supplier acknowledges that damages may not be an adequate remedy for any breach of this clause 14 and that the Purchaser may be entitled to equitable relief for any actual or threatened breach of this clause.

14.5 ESG Reporting: If requested by the Purchaser, the Supplier must, at its cost, provide any environmental, social and governance information relating to the performance of this Contract to enable the Purchaser's parent company to meet the corporate governance requirements imposed on it by the ASX and NZX security listing rules or the Task Force on Climate-related Financial Disclosures from time to time.

14.6 Supplier Code of Conduct Verification: The Supplier will permit the Purchaser to undertake verification activities to validate the Supplier's compliance with clause 9.3(f), and the Supplier must provide all such assistance and information as the Purchaser reasonably requests.

15. TERMINATION

15.1 Termination for Convenience: The Purchaser may, at any time, terminate the Contract, without cause, upon written notice to the Supplier. Following any such termination the Supplier must, to the extent specified by the Purchaser, stop all work on the Contract, and cause its suppliers and subcontractors to stop work. Any costs for any such termination of the Contract will be limited to actual non-recoverable costs incurred by the Supplier for the relevant Order which the Supplier can demonstrate were properly incurred prior to the date of termination. In no event will such reimbursement include anticipated profits for undelivered Goods or unperformed Services.

15.2 Material Breach: A material breach by either the Supplier or Purchaser of any of the terms of the Contract will constitute an event of default. On the occurrence of an event of default the non-defaulting party may (without prejudice to any other remedy available to it) in its absolute discretion immediately terminate the Contract by giving written notice to the defaulting party.

15.3 Default: Without limiting the foregoing, the Purchaser may terminate the Contract pursuant to this clause, in whole or in part, if the Supplier:

- (a) fails to make delivery of the Goods or perform the Services within the time specified in the Order;
- (b) fails to replace defective Goods or re-perform the Services in accordance with these Conditions;
- (c) becomes insolvent or bankrupt, ceases to carry on all or substantially all of its business, is unable to pay its debts when due, makes an assignment for the benefit of creditors, stops payments to its creditors generally or anything having a similar effect to any of these events happens under the law of any applicable jurisdiction; or
- (d) gives notice under clause 9.4 or the results of the verification under clause 14.6 shows non-compliance with the Supplier Code of Conduct.

15.4 Rights Unaffected: Termination of the Contract for any reason will not affect any rights of either party against the other which accrued prior to the time of the termination or the provisions of the Contract which expressly or by their nature survive termination.

16. INTELLECTUAL PROPERTY

16.1 Background IP: All intellectual property rights held by a party prior to entry into the Contract, or developed by a party independently of the Contract, remains the property of that party (as relevant).

16.2 IP owned by Purchaser: Subject to clause 16.1, any intellectual property created by the Supplier in connection with the supply of the Goods, or performance of the Services, belongs to the Purchaser. The Supplier hereby assigns (or will procure such assignment) to the Purchaser of the Supplier's entire right, title and interest in any such intellectual property.

17. GENERAL

17.1 No assignment, subcontracting or advertising: The Supplier must not assign or subcontract its rights or obligations under the Contract without the Purchaser's prior written consent.

17.2 Relationship: The Supplier acknowledges that it is not the legal representative, agent, joint venturer or partner of the Purchaser for any purpose and it has no right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether express or implied, for or on behalf of the Purchaser or to bind the Purchaser in any respect.

17.3 Waiver: No waiver of any breach of, or failure to enforce any provision of, the Contract by any party will in any way limit the right of such party thereafter to enforce and compel strict compliance with the provisions of the Contract.

17.4 Governing Law: The Contract will be governed by and construed in accordance with the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

17.5 Notices to Purchaser: Notice to be given by the Supplier to the Purchaser may be delivered by prepaid ordinary mail or sent by email to the Purchaser's National Procurement Manager at:

Rocla Procurement Department
Cnr South Pine & Johnstone Roads
PO Box 5160
Brendale QLD 4500
national.procurement@iplexpipelines.com.au

and unless the contrary is proved will be taken as delivered on the sixth Business Day after it has been put into the post (if sent by post) or when it passes the point in the sender's computer system that the communication could not be stopped by the sender from being transmitted (if sent by email) and, in either case, if deemed receipt occurs after 5.00pm on a Business Day, deemed receipt will be deferred until 8.30am on the next Business Day.

17.6 Notices to Supplier: Notice to be given to the Supplier by the Purchaser may be sent by prepaid ordinary mail or email to the contact details supplied by the Supplier. Notices will be deemed to have been received on the sixth Business Day after it has been put into the post (if sent by post) or when it passes the point in the sender's computer system that the communication could not be stopped by the sender from being transmitted (if sent by email) and, in either case, if deemed receipt occurs after 5.00pm on a Business Day, deemed receipt will be deferred until 8.30am on the next Business Day.

17.7 Severance: In the event that the whole or any part or parts of any provisions in the Contract should be held to be void or unenforceable in whole or in part such provision or part thereof will to that extent be severed from that Contract but the validity and enforceability of the remainder of that Contract will not be affected.

17.8 Waiver: A party to the Contract may waive any term of the Contract at any time and will notify the other party in writing of any waiver.