

VARLEY GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS AND SERVICES



1. Definitions and Interpretations

- 1.1. **Agreement** means the Purchase Order terms and these General Terms & Conditions.
- 1.2. **Business Day** means a day that is not a Saturday, a Sunday or a public holiday in the jurisdiction in which each Purchase Order under this Agreement is interpreted.
- 1.3. **Goods** means all goods, equipment, materials, articles, or any other property or parts to be provided and delivered, fit for purpose as specified in the Purchase Order Form.
- 1.4. **Intellectual Property or IP** means Background, Foreground or Third Party IP associated with this Agreement and any Purchase Order raised pursuant to this Agreement. Background IP will be retained by the contributing party, all developed Foreground IP will vest in Varley and third party IP will vest with the third party contributing to the Agreement or Purchase Order. Third party IP will be provided on the best available commercial terms.
- 1.5. **Notice** means any advice or direction given between the parties verbally or in writing. In writing can be in hard copy or via email.
- 1.6. **Purchaser** means the person ordering the Goods and/or Services, as identified in the Purchase Order Form.
- 1.7. **Purchase Order** means the purchase order issued by the Purchaser to the Supplier as evidenced by the documents listed in the Purchase Order Form.
- 1.8. **Purchase Order Form** means the section of the Purchase Order completed by the Purchaser, which identifies the Purchaser and the Supplier and includes, but not limited to, a description of the Goods and/or Services and a list of the documents comprising the Purchase Order.
- 1.9. **Services** means work performed in an expert manner by an individual or team for the benefit of the Purchaser to be provided and delivered as specified in the Purchase Order Form.
- 1.10. **Supplier** means the person providing the Goods or Services identified in the Purchase Order Form.
- 1.11. **Warranty Period** means the period of one (1) year, unless otherwise stated in the Purchase Order.

2. General Terms

- 2.1. Words importing the singular are deemed to include the plural and vice versa. Headings and subheadings are inserted for convenience only

and shall not be used to interpret the text. Words denoting a natural person shall include a corporation and vice versa.

- 2.2. No amendments to this Agreement will be binding on the parties unless approved in writing by the Purchaser's employee with the delegated authority to approve amendments as notified by the Purchaser from time to time.
- 2.3. This Agreement constitutes the entire agreement between the Purchaser and the Supplier. The parties shall not be bound or liable for any statement, representation, promise or understanding not set herein. Nothing contained in proposals, correspondence, discussions or negotiations prior to the date of the Purchase Order has any effect on the Purchase Order unless specifically incorporated herein.
- 2.4. The Supplier shall be deemed to have carefully examined all documents furnished by the Purchaser and fully satisfied itself regarding all the conditions, risks, contingencies and other circumstances which might affect the supply of the Goods or Services. No increase in the Purchase Order price will be allowed for the Supplier's failure to ensure that it is fully informed regarding all the circumstances relating to the Purchase Order.
- 2.5. The order of precedence of the documents shall be as follows:
 - a. The Purchase Order Form;
 - b. special terms and conditions set out in schedule 1 of the Varley General Terms and Conditions for the Procurement of Goods and Services (if used);
 - c. Varley General Terms and Conditions for the Procurement of Goods and Services;
 - d. Specification(s); and
 - e. Drawing(s).
- 2.6. If the Supplier discovers any ambiguity in the Agreement it shall immediately notify the Purchaser in writing. The Purchaser shall then determine the correct interpretation of the Agreement. The determination of the Purchaser shall be final and binding on the Supplier and have no effect on the Purchase Order price.
- 2.7. Any documents given by the Purchaser to the Supplier shall not be copied or used for anything else other than the supply of the Goods or Services, unless otherwise authorised by the Purchaser.

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- 2.8. No failure or delay on the part of the Purchaser in exercising any of its rights under the Purchase Order shall be construed as constituting a waiver of any such rights.
- 2.9. Neither party, by virtue of the Purchase Order Form, is the employee, agent or partner of the other party, nor is authorised to bind or represent the other party.
- 2.10. In all dealings related to the Purchase Order, the parties agree to communicate openly, act honestly and ethically, comply with fair commercial standards and health and safety legislation.
- 2.11. Nothing in this Agreement is to be interpreted against the Purchaser solely on the ground that the Purchaser put forward the Agreement.

3. Confidentiality

- 3.1. Any information provided by the Purchaser to the Supplier, which is noted as confidential shall not be disclosed to any third party without the prior written consent of the Purchaser. The obligations under this Clause shall be continuing obligations and shall survive the completion or termination of the Purchase Order.
- 3.2. The Supplier shall not issue any information which includes details about the Goods, Services or Purchase Order, for publication in any news or communication media, without the prior written approval of the Purchaser.
- 3.3. All documents, drawings, blueprints, sketches and copies supplied by the Purchaser remain the property of the Purchaser, may not be copied or used by the Supplier for any purpose other than the execution of the Purchase Order, and are to be returned to the Purchaser with the Goods or Services unless otherwise agreed.

4. Subcontracting and Assignment

- 4.1. The Supplier shall not subcontract nor assign all or any part of the Purchase Order without the prior written approval of the Purchaser. The Supplier shall provide full particulars of any work to be subcontracted together with details of the proposed subcontractor.
- 4.2. Approval of the Purchaser to any subcontract shall in no way relieve the Supplier of any of its obligations under the Purchase Order.

5. Offer and Acceptance

- 5.1. The Supplier is taken to have accepted a Purchase Order if it notifies the Purchaser that it accepts

the Purchase Order or delivers the Goods or Services described in the Purchase Order.

- 5.2. If the Supplier is unable or unwilling to accept the Purchase Order, it must notify the Purchaser promptly. It may propose a variation to the Purchase Order, or offer other Goods or Services in substitution, but any such variation or substitution must be approved by the Purchaser in writing before delivery.

6. Communication

- 6.1. Any notice or communication required under the Purchase Order shall be delivered in writing or email and shall be in a form which can be read, copied and recorded conveniently. Verbal instructions or directions from the Purchaser shall be confirmed in writing or email to the Supplier within a reasonable time. The notice shall take effect from the time it is delivered to or received at the nominated address of the relevant party.

7. Indemnity and Insurance

- 7.1. The Supplier shall indemnify and keep indemnified the Purchaser and its officers, employees and agents against all claims, demands, proceedings, liabilities, costs, charges and expenses arising as a result of any act, neglect or default of the Supplier, its employees or agents related to the extent caused by the Supplier, its officers, employees or agents.
- 7.2. The Supplier agrees to indemnify, hold harmless and protect the Purchaser, its officers, employees and agents, customers and users of its products, from and against all costs, including legal fees, loss, damages, liability, claims, demands and suits of law or equity for actual or alleged infringement of any patent, trademarks, designs or copyrights or corresponding right in Australia, or any other country, resulting from the execution of this order or the sale or use of Goods or Services supplied under this Agreement.
- 7.3. The Supplier will at a minimum maintain:
 - (i) **workers compensation insurance**
 - a. Cover: liability for death of or injury to persons including liability by statute and at common law.
 - b. Amount: for the amount required by the law in force in the relevant state, territory or country.

(ii) **Public and Products Liability Insurance**

- a. Cover: the liability of the Supplier and the Suppliers associates to the Purchaser and third parties for loss of or damage to property, death or injury (except to the extent covered by the workers compensation insurance).
- b. Amount: **For public liability:** AU\$ 10,000,000 per occurrence and in the annual aggregate. **For product liability:** AU\$ 10,000,000 per occurrence and in the annual aggregate.
- c. Period: from commencement of work under a Purchase Order until the end of the Warranty Period.

(iii) **contract works insurance:**

- a. Cover: loss or damage to the works
- b. Amount: full replacement value of the damaged property, including a reasonable amount for demolition, removal, disposal and transportation.
- c. Period: from commencement of work under the Purchase Order until the completion of work in accordance with this Agreement.

(iv) **Professional Indemnity Insurance**

- a. Cover: the liability of the Supplier to the Purchaser and third parties in relation to breach of professional duty arising out of or in connection with the Goods and/or Services.
- b. Amount: AU\$ 10,000,000 per claim and in the aggregate during the annual insurance term.
- c. Period: commencement of work under the Purchase Order until 6 years after the completion of work.

(v) **Comprehensive motor vehicle insurance**

- a. Cover: All motor vehicles, trailers and mobile plant used in the work under the Purchase Order in relation to loss of or damage to property, death or injury.
- b. Amount: For death or injury as required by law. For loss of or damage to property \$20,000,000 per occurrence and unlimited in the aggregate.
- c. Period: from commencement of work under the Purchase Order to completion of the Warranty Period.

(vi) **Other insurances**

Any other insurances as may be required under any legislative requirement or that a Supplier ought to reasonable effect and maintain having regard to the Goods to be delivered and the Services to be performed under a Purchase Order.

It will be the responsibility of the Supplier to ensure that its normal insurance policies covers the items listed within the Purchase Order for loss or damage during the course of providing the Goods and /or Services under a Purchase Order.

The Supplier shall also insure its employees' personal property and effects whilst they are present at the Purchasers premises for any purpose.

7.4. Insurance Standard and Obligations

The Supplier must ensure that Supplier Insurances are effected with insurers which have a minimum Standard and Poor's credit rating of A- (or better) (or equivalent rating with another internationally recognised international rating agency).

The Supplier must:

- (i) pay all premiums and other costs in effecting and maintaining the Suppliers insurances;
- (ii) pay all excesses and deductibles;
- (iii) not cancel, vary or allow any insurance policies to lapse during the period it is required to maintain them under this Agreement and
- (iv) provide Certificates of Currency for each insurance policy to the Purchaser.

Failure to maintain insurances is a breach of this Agreement.

8. Performance and Quality

8.1. Materials and Workmanship

All Goods and Services shall be fit for the purpose for which they are required. The Supplier shall use new and undamaged materials, unless otherwise specified in the Purchase Order and the workmanship shall be of the highest quality and standard. The Goods and Services will be complete, accurate and of merchantable quality. The work shall be carried out in accordance with industry best engineering practice and comply with all applicable Australian Standards and/or other reference codes, requirements of the relevant Statutory Authorities and the Law.

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8.2. Working on Site

Where the Supplier is required to be present or perform work on or near premises of the Purchaser or any of its customer:

- a. the Supplier shall not impede work in progress by the Purchaser or third parties;
- b. the Supplier enters the premises at which work is to be performed at its own risk and indemnifies the Purchaser against all loss, damages, claims and liabilities (including legal costs) which might arise out of such entry or the performance of work;
- c. the Supplier, its employees, agents, and subcontractors shall comply with all instructions of the Purchaser.

8.3. Supplier Qualifications

8.3.1. The Supplier represents and warrants to the Purchaser that it has necessary skills, knowledge, competence, resources and experience to successfully supply the Goods and Services in accordance with the requirements of the Purchase Order and to best industry practice.

8.4. Testing and Inspection

8.4.1. Goods and Services must be tested/inspected in accordance with the requirements of the Purchase Order. Unless otherwise prescribed in the Purchase Order, any tests/inspections and costs thereof shall be the responsibility of the Supplier. The result of all tests shall be promptly supplied to the Purchaser in writing.

8.4.2. The Purchaser and/or its nominated agent shall have the right to inspect, expedite and monitor the Goods and Services prior to delivery. Goods and Services will not be accepted until inspected and approved by the Purchaser. Any inspection by the Purchaser and/or its nominated agent shall not relieve the Supplier from its obligations to comply with the requirements of the Purchase Order and shall in no way impair the Purchaser's right to require subsequent correction to non-conforming Goods or Services.

8.5. Quality Standards

8.5.1. The Supplier shall comply with the standards of quality specified in the Purchase Order. If no standards are specified, the Supplier shall comply with the best quality standards applicable to the Goods or Services concerned.

8.6. Defects and Warranty

8.6.1. The Supplier will give the Purchaser a twelve (12) month warranty on the Goods and Services supplied under the Purchase Order, unless otherwise stated on the Purchase Order. The warranty shall commence on acceptance of the Goods or Services unless otherwise stated in the Purchase Order Form.

8.6.2. The Supplier warrants that the Goods and Services shall:

- a. be free from liens, charges, encumbrances, mortgages or other defects in title;
- b. be free from defects in design, materials and workmanship;
- c. conform to the specifications of the Purchase Order;
- d. conform to all applicable laws and regulations to which the Goods and Services are subject;
- e. be new and made to the specified quality; and
- f. be fit for their intended purpose.

8.6.3. The warranties noted in this clause are in addition to any statutory warranties applicable to the Goods and/or Services.

8.6.4. During the Warranty Period, the Purchaser shall give written notice to the Supplier of any failure or defect in the Goods or Services. The Supplier shall, without delay and at no cost to the Purchaser, correct any defect or failure in the Goods or Services covered by the warranty, by way of repair, replacement, modification or other means acceptable to the Purchaser.

8.6.5. If the Supplier fails to correct any defects and failures, of which it has been notified by the Purchaser, within the time specified in the notice (which shall not be unreasonable), the Purchaser shall have the right to rectify

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the Goods or Services itself or have the rectification undertaken by a third party. All costs so incurred shall be a debt due and payable by the Supplier or deducted from moneys otherwise owing to the Supplier.

8.6.6. Any Goods or Services repaired under warranty may be subject to a further full Warranty Period, if required by the Purchaser, commencing on the date of completion of any such repair.

8.6.7. In addition to the warranty period stipulated in clause 8.6.1 the Supplier must obtain for the Purchaser the benefit of any manufacturer's warranties applicable to the Goods.

8.7. Damages

8.7.1. The Supplier acknowledges that the Purchaser has placed this Purchase Order to enable it to fulfil contractual and other duties to third parties, and that any damages to which the Purchaser may become entitled against the Supplier under these terms and conditions shall include all the Purchaser's liabilities for breach of such duties occasioned by a Supplier breach hereunder, irrespective of whether the Supplier knew the nature or potential extent of any such duties or liabilities, which might arise from the Supplier's breach under this Agreement.

8.8. Tooling

8.8.1. The price shown on the Purchase Order includes the cost of all patterns, dies, tools, jigs, gauges and fixtures (hereinafter called "tool") unless otherwise stated and any such tools become the Purchaser's property on completion of the contract.

8.8.2. Where the Purchaser loans any tool to the Supplier as an aid to manufacture the Goods or Services as per the Purchase Order, the Purchaser accepts no responsibility as to the accuracy or otherwise of such tooling.

8.8.3. The Supplier shall keep in good order and repair any tools loaned to the Supplier by the Purchaser and in the event of loss, destruction or damage of the tools shall pay the Purchaser the actual cost incurred by the Purchaser in

the replacing or repairing of the lost, destroyed or damaged tools.

8.8.4. Where the Supplier uses tools supplied by or paid for by the Purchaser (other than those furnished on a charge basis), the ownership of the tools shall remain with the Purchaser and the Supplier will ensure that such tools are marked as to be readily identifiable as the property of the Purchaser at all times.

8.8.5. The Supplier, at its expense, upon completion of the order, undertakes to return the tools to the Purchaser.

9. Access

9.1. The Purchaser and/or its nominated agent shall have right of access to the Supplier's premises and quality records during normal working hours, for such tasks as audit, investigation, inspection, expediting, monitors and acceptance testing relating to the Goods.

10. Delivery

10.1. Goods or Services shall be delivered to/at the delivery location specified in the Purchase Order Form on the delivery date specified on the Purchase Order Form. The Supplier shall be responsible for packing, loading, transportation and insurance (for the full replacement value of the Goods or Services) in accordance with the Purchase Order unless otherwise specified on the Purchase Order.

10.2. Goods shall be packaged and protected to ensure safe delivery. The Goods shall be accompanied by a delivery docket which shall be signed by an authorised representative of the Purchaser at the point of delivery. Unless other packaging instructions and delivery details are specified on a Purchase Order.

10.3. The Goods shall become the property of the Purchaser upon delivery of the Goods to the Purchaser, as evidenced by the signature on the delivery docket by the Purchaser's authorised representative.

10.4. Notwithstanding that the Purchaser has taken delivery of the Goods, the Supplier shall remain responsible for any loss or damage to the Goods, which may have occurred prior to delivery, and for any non-compliance of the Goods with the requirements of the Purchase Order.

10.5. Time is of the essence, and the Supplier shall take all reasonable steps to minimise and prevent delay to the delivery of the Goods or Services.

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The Purchaser may grant an extension of time to the nominated delivery date provided:

- a. The delay is caused by a reason beyond the control of the Supplier, including state-wide or national industrial disputes, acts of God, war, riot, fire, storm or flood.
- b. The Supplier has notified the Purchaser in writing at least fourteen (14) days prior to the delivery date specified on the Purchase Order (or such other time as may be specified in the Purchase Order) of its claim for an extension of time.
- c. The Purchaser shall not be liable for any extension of time claim that is not lodged in writing with the Purchaser within fourteen (14) days of the delay occurring.

10.6. If the Supplier fails to deliver the Goods or Services by the specified delivery date(s), the Purchaser shall be entitled to terminate the Purchase Order for default, either in whole or in part, in accordance with the provisions of Clause 15 and/or deduct from monies due to the Supplier as liquidated damages, representing a genuine pre-estimate of the Purchaser's damages and not as a penalty, the amount specified in the Purchase Order Form, for each week or part thereof by which delivery exceeds the specified delivery date.

10.7. The Purchaser will not be liable to pay for Goods or Services delivered in excess of the quantity ordered within the Purchase Order.

10.8. Even if the Purchaser accepts delivery whole or in part per the Purchase Order, and paid on account for same, or any representative of the Purchaser signed a delivery docket inconsistent with this provision (and the Purchaser hereby discloses no representative has power or authority to do) the Goods and/or Services shall, notwithstanding such acceptance and/or payment, be subject to rejection if they do not comply with the Purchase Order requirements. The Goods and/or Services will be rejected after the Purchaser notifies the Supplier of defects. The Purchaser will hold any Goods and/or Services claimed to be defective awaiting the Supplier's instructions and at the Supplier's risk for a reasonable period not exceeding sixty (60) days from such notification.

10.9. In the event of rectification work being required, the Supplier will be notified and shall carry out such work as required by the Purchaser in the time reasonably required by the Purchaser.

10.10. Rectification will be carried out by the Supplier's personnel at no cost to the Purchaser. No payment will be due for rejected Goods and/or Services until their acceptance.

10.11. In the event the Supplier is unable to complete the rectification work within a reasonable time, rectification will be carried out by the Purchaser or the Purchaser's agent at the Supplier's cost.

10.12. Goods must be prepared and adequately packed for transport to avoid damage, to comply with carrier's requirements and to secure minimum transportation costs and insurance rates. The Purchaser accepts no charge for packing unless authorised by the Purchase Order. Finished machine surfaces must be protected against corrosion.

11. Variations

11.1. The Purchaser may vary the work under the Purchase Order or any condition thereof and the Supplier shall carry out any such variations as directed by the Purchaser. The Supplier's price (addition or reduction) for any variation and any effect on the delivery date(s) of the Goods and/or Services shall be agreed between the Purchaser and Supplier prior to the Supplier carrying out any such variation. If agreement cannot be reached, the Purchaser shall determine the price for the variation and the delivery date(s) of the Goods and/or Services.

11.2. The Supplier shall not vary the work under the Purchase Order or any condition thereof, except as directed and approved by the Purchaser in writing. No variation shall invalidate the Purchase Order.

12. Price and Payment

12.1. Unless otherwise stated in the Purchase Order, prices shall be fixed and not subject to variation, including but not limited to variations for labour, material or exchange rates.

12.2. Payment of any invoice by the Purchaser will not be deemed acceptance of any Goods and/or Services. Goods and/or Services will be subject to a thirty (30) day period of inspection, testing, acceptance or rejection by the Purchaser.

12.3. Title and risk in the Goods will pass to the Purchaser when they are delivered to the Purchaser.

12.4. The Supplier shall be responsible for the payment of all relevant Australian (Federal, State and Local Government) and overseas taxes, duties and

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charges payable with respect to the Goods and/or Services. The Purchase Order price shall be deemed to be inclusive of all such taxes, duties and charges.

12.5. Unless otherwise specified in the Purchase Order, invoices for payment shall be submitted to the Purchaser for payment following delivery of the Goods or completion of the Service and payment of the approved amount shall be made by the Purchaser no later than thirty (30) days from the first day of the month after the month in which was received.

12.6. The Purchaser may set off against any sum owing to the Supplier under this Agreement any amounts then owed by the Supplier to the Purchaser.

13. Intellectual Property Rights

13.1. Nothing in this Agreement affects ownership of Background IP. All Background IP will remain with the contributing party.

13.2. Where required by the Purchaser, the Supplier grants to the Purchaser a perpetual, irrevocable, royalty-free worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, modify, publish, adapt and exploit the Supplier's Background IP in conjunction with the Goods and/or Services under this Agreement. The Supplier must provide the Purchaser with all necessary documentation and materials to take advantage of this licence.

13.3. All rights, title and interest in any Foreground IP created by the Supplier in providing the Goods and/or Services will vest in the Purchaser, and the Supplier hereby assigns all rights, title and interest in the Foreground IP to the Purchaser.

14. Disputes

14.1. Disputes between the Purchaser and the Supplier shall be settled quickly and by negotiation.

14.2. In the event of any unresolved dispute between the Purchaser and the Supplier, the parties will continue their performance under this Agreement.

14.3. The preferred method of determination of unresolved disputes shall be by amicable agreement at the senior management level of the Purchaser and Supplier.

14.4. Failing such agreement, the parties agree that the dispute shall be resolved by mediation conducted in accordance with the Australian Commercial Disputes Centre (ACDC) mediation procedures.

The parties will equally share the costs of a mediator.

14.5. If the dispute has not been settled within four (4) weeks (or as otherwise agreed between the parties) after the appointment of the mediator, either party can commence legal action.

14.6. The Supplier and the Purchaser will each bear their own legal costs.

14.7. This dispute resolution procedure does not apply to action relating to the Supplier's breach of these terms and conditions, or to legal proceedings for urgent interlocutory relief.

15. Suspension & Termination

15.1. The Purchaser may, at any time by written notice, suspend all or part of the Purchase Order for any reason whatsoever. Upon receipt of a notice of suspension, the Supplier shall cease work in accordance with the directions of the notice. The Supplier shall recommence the work under the Purchase Order within forty-eight (48) hours of being directed to do so by the Purchaser.

15.2. In the event of suspension of the Purchase Order, the Supplier shall not be entitled to payment by the Purchaser for any costs it may incur as a result of any such suspension.

15.3. In the event of a substantial breach by the Supplier of any term of this Agreement not remedied within seven (7) days of the Purchaser notifying the Supplier in writing of any such breach, the Purchaser may terminate the Purchase Order in whole or part.

15.4. If in the opinion of the Purchaser, the Supplier is unable to perform its obligations under the Purchase Order due to insolvency, bankruptcy or related reasons, the Purchaser shall be entitled to terminate the Purchase Order.

15.5. In the event of Supplier insolvency or default, the Purchaser shall immediately suspend any further payment to the Supplier. Any monies paid by the Purchaser for Goods and/or Services not delivered or completed shall be a debt due and payable by the Supplier to the Purchaser.

15.6. Notwithstanding any other provision of the Purchase Order, the Purchaser may terminate the Purchase Order by giving fourteen (14) days written notice to the Supplier.

15.7. In the event of termination by the Purchaser, under this clause 15 and providing the Supplier is not in default, the Purchaser shall pay the Supplier for the work carried out prior to termination and all reasonable costs associated

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with the cancellation of any orders placed by the Supplier prior to termination.

- 15.8. The Purchaser shall not be liable for any cost of the Supplier in respect of termination which cannot be fully substantiated.

16. Law and Jurisdiction

Unless otherwise specified, the Purchase Order shall be governed and construed in accordance with the laws in place in the State or Territory in which the Purchase Order is issued. The Purchaser and the Supplier shall submit to the jurisdiction of the courts of that State or Territory.

17. Compliance with Law

- 17.1 The supplier will at all times maintain and observe all regulatory approvals applicable in connection with the supply of the Goods and/or Services.
- 17.2 In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with all applicable Laws including any export control laws including where applicable the United States International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR), health and safety laws, environmental protection laws, laws governing the disposal of waste, employment laws, the Privacy Act 1988 (Cth), laws governing any chemicals or processes used in connection with the supply of Goods or Services, data protection laws and ethical legislation. The Supplier will immediately notify the Purchaser if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause.

18. Policies and Procedures

The Supplier must comply with any applicable Purchaser policies and procedures as notified by the Purchaser to the Supplier from time to time.

19. Modern Slavery

The Supplier warrants that:

- a. there is no outstanding investigation of it and it has not been convicted of any offence under the Modern Slavery Legislation, and
- b. it will not cause the Purchaser to breach the Modern Slavery Legislation, whether as a result of a breach of these terms and conditions and relevant Purchase Order(s) by the Supplier or any other

default, act or omission of the Supplier or any person for whom the Supplier is responsible in connection with this Agreement or otherwise; and

- c. it will comply with any requests made by the Purchaser to provide any assistance, information, documents or interview any person as required by the Purchaser to enable the Purchaser to discharge any obligations arising under the Modern Slavery Legislation.
- d. It indemnifies the Purchaser against all actions, claims, demands and proceedings against the Purchaser, and all losses, damages, costs, expenses and other liabilities suffered or incurred by the Purchaser, arising from any failure by the Supplier to comply with its obligations under this clause.

20. Conflict of Interest

- 20.1 The Supplier confirms it has no real or perceived conflicts of interest relevant to the performance of its obligations under the Purchase Order.
- 20.2 If any conflict or potential conflict arises during the Purchase Order term, the Supplier will immediately notify the Purchaser and comply with any reasonable notice given to the Supplier by the Purchaser in relation to the conflict.

21. Supplier Assistance

The Supplier agrees to give the Purchaser all assistance reasonably requested for any purpose associated with the Purchase Order or any review of the Supplier's performance under the Purchase Order. This will include, but is not limited to, access to premises, material, records and personnel associated with the Goods and/or Services and the Agreement.

22. Assignment

The Supplier may only assign its rights or novate its rights and obligations under the Purchase Order with the prior written consent of the Purchaser.

23. Severance

If any provision of this Agreement is or becomes illegal, invalid, unenforceable or void it is to be read down if possible, so as to be valid and enforceable, and if that is not possible, the provision will, to the extent that

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it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

24. Survival

Without limiting or impacting upon the continued operation of any clause which, as a matter of construction, is intended to survive the termination or expiry of this Agreement clauses 3, 7, 8, 9, 13, 15 and 16, 17, 18, 19, 23 and 24 of this Agreement survive the termination or the completion of the supply of Goods and Services and may be enforced at any time.