PURCHASE ORDER
GENERAL TERMS AND CONDITIONS
(PLANT HIRE)

The Supplier agrees to hire the Plant/Equipment to Civmec in accordance with the Contract.

1. DEFINITIONS AND INTERPRETATION

1.1 In the Contract, unless a contrary intention appears:

Affiliate means any company, corporation or other entity controlled by, in control of or under common control with, a party. For the purpose of this definition, "control" means the ownership, legally or beneficially, directly or indirectly, of fifty percent (50%) or more of the voting shares or membership interest of a company, corporation or other entity.

Anti-corruption Laws means all laws prohibiting bribery and corruption which, by entering into the Contract, the Supplier agrees to comply with, including:

1.1.1 the Bribery Act 2010 (United Kingdom);

1.1.2 the Foreign Corrupt Practices Act of 1977 (United States); and

1.1.3 relevant prohibitions in the *Criminal Code Act 1995* (Cth) and in state criminal laws (Australia).

Business Day means any day except Saturdays, Sundays, public holidays in the State or Territory where the Site is located and days between Christmas Day and New Year's Day.

Civmec means Civmec Construction & Engineering Pty Ltd and its Affiliate.

Contract means the Plant Order, these general terms and conditions and any special conditions**.**

Corporations Act means the *Corporations Act 2001*.

Estimated Hire Period means, in relation to each item of Plant/Equipment, the period beginning on the Hire Start Date and ending on the estimated end date of hire, as specified in the Plant Order.

Hire Rates means the rates for each item of Plant/Equipment specified in the Plant Order.

Insolvency Event means in respect of a person:

1.1.4 a "controller" (as defined in section 9 of the Corporations Act), administrator or similar officer being appointed in respect of that person or any asset of that person;

1.1.5 a liquidator or provisional liquidator being appointed in respect of that person;

1.1.6 an application (not withdrawn or dismissed within 7 days) being made to a court for an order, an order being made, a meeting being convened or a resolution being passed, for the purpose of:

(a) appointing that person referred to in clauses 1.1.4 or 1.1.5 of this definition;

(b) winding up or deregistering that person; or

(c) proposing or implementing a scheme of arrangement, other than a solvent scheme of arrangement, pursuant to Part 5.1 of the Corporations Act;

1.1.7 any application (not withdrawn or dismissed within 7 days) being made to a court for an order, a meeting is convened, a resolution being passed or any negotiations are commenced, for the purpose of implementing or agreeing:

(a) a moratorium of any debts of that person;

(b) any other assignment, composition or arrangement (formal or informal)

(c) with that person's creditors; or

(d) any similar proceeding or arrangement by which the assets of that person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,

or any agreement or other arrangement of the type referred to in this clause 1.1.7 being ordered, declared or agreed to;

1.1.8 as a result of the operation of section 459F(1) of the Corporations Act, that person being taken to have failed to comply with a statutory demand (as defined in the Corporations Act);

1.1.9 any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process being made, levied or issued against or in relation to any asset of that person;

1.1.10 the Commissioner of Taxation issuing a notice to any creditor of that person under the *Taxation Administration Act 1953* (Cth) requiring that creditor to pay any money owing to that person to the Commissioner in respect of any tax or other amount required to be paid by that person to the Commissioner (whether or not due and payable) or the Commissioner advising that creditor that it intends to issue such a notice;

1.1.11 anything analogous to anything referred to in clauses 1.1.4 to 1.1.10 (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to that person under any law of any jurisdiction; or

1.1.12 that person being, or admitting in writing that it is, or is being declared to be, or is being taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

MSA means the *Modern Slavery Act 2018*.

National Code means the National Construction Code and Building Code of Australia as in force from time to time.

Personnel means any person, consultant or subcontractor engaged by the Supplier to provide all or any part of the work under the Contract on behalf of the Supplier.

Plant/Equipment means the plant, equipment and/or any item(s) specified in the Plant Order to be provided by the Supplier in accordance with the terms of the Contract.

Plant Order means the written official confirmation of an order (with an unique system generated reference number) issued by the Civmec for the supply of Plant/ Equipment.

Site means the place specified in the Plant Order.

Standing Rate means the Standing Rate specified in the Plant Order and payable in accordance with clause 5.3.

Sum means the amount specified in the Plant Order.

Working Rate means the Working Rate specified in the Plant Order and payable in accordance with clause 5.2.

1.2 In the Contract, unless the contrary intention appears:

1.2.1 the terms "including", "include" and "includes" mean including, include and includes (as applicable) without limitation;

1.2.2 a reference to a document or agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time; and

1.2.3 references in the Contract to any legislation or laws shall include and refer to any replacements, amendments, modifications or supplements thereto, as well as to any delegated or subordinate laws relating to such legislation or laws that have legally binding effect including regulations and by-laws.

2. TERM AND TERMINATION

2.1 The Contract commences on the Date of the Plant Order.

2.2 The Supplier may accept these terms by written

confirmation or compliance with the Plant Order and unless expressly agreed otherwise, these general conditions shall apply to each Plant Order.

2.3 The Supplier shall provide the Plant/Equipment on a "as required basis" and only after receipt of a written Plant Order issued by Civmec. No obligations for either party shall arise from the Contract unless a Plant Order has been issued.

2.4 The Plant Order shall specify the type of Plant/Equipment required, the Estimated Hire Period and the Rates.

3. SUPPLY AND MAINTENANCE

3.1 The Supplier shall hire to Civmec the Plant/Equipment.

3.2 The Plant/Equipment shall, at the Supplier's cost except where otherwise stated in the Plant Order, be in accordance with the manufacturer's specification, shall be properly maintained, registered, in good repair and shall be fit for purpose and suitably licensed and registered for operation.

3.3 It shall be the responsibility of the Supplier to deliver the Plant/Equipment and to collect the Plant/Equipment from the Site. Loading and off-loading of the Plant/Equipment at the Site shall be the responsibility of the Supplier.

3.4 The Plant/Equipment shall be delivered to the Site and shall be fully operational as required by the Contract at the Hire Start Date/Time stated in The Plant Order. The Supplier will be notified by Civmec when the Plant/Equipment is no longer required whereupon the period of hire will be deemed terminated and the Plant/Equipment shall be promptly collected from the Site by the Supplier. The Estimated End of Hire Date is an estimate only.

3.5 The Supplier shall meet for the duration of the work performed, services provided or goods supplied under the Contract, all requirements at law, including the holding of all necessary licences and approvals.

3.6 The Supplier shall comply with all statutory requirements, all authority requirements, all industrial agreements and any government code(s) that may apply to the Project, to the extent relevant to the hire of the Plant/Equipment.

3.7 The Supplier shall comply, and shall ensure that all Operators comply, with all directions given by or on behalf of Civmec or the Principal, in relation to the Site.

3.8 The National Code, as revised from time to time, applies to the Project. The Supplier shall be taken to have read and agreed to comply with the National Code.

3.9 The Supplier shall produce to Civmec any document requested by Civmec or any person authorised by Civmec (including an inspector) necessary to demonstrate compliance with the National Code, within the period directed by Civmec.

4. INSPECTIONS

4.1 Civmec shall inspect each item of Plant/Equipment upon delivery to Site. Civmec may, in its sole and absolute discretion, reject any item of Plant/Equipment that does not comply with the standards set out in the Contract. The Supplier shall, at its own cost and without delay, supply a replacement for any item of Plant/Equipment rejected by Civmec.

4.2 The Supplier shall inspect each item of Plant/Equipment upon collection from Site. The Supplier shall notify Civmec of any damage (fair wear and tear excluded). If the Supplier does not give a notice required by this clause 4.2 within 5 Business Days after the collection of that item of Plant/Equipment, the Plant/Equipment shall be deemed not to be damaged and Civmec shall not be liable for any claim in respect of damage.

5. HIRE RATES

5.1 The Hire Rates for the Plant/Equipment shall be as stated in The Plant Order and such rates shall not be subject to price escalation.

5.2 The Working Rate shall apply at such times as the Plant/Equipment is fully operational as required by the Contract and the Plant/Equipment is operating as directed by and to the satisfaction of Civmec.

5.3 The Standing Rate shall apply when the Plant/Equipment is in full operating condition as required by the Contract and the Plant/Equipment is available for use on the Project but Civmec does not require the use of the Plant/Equipment at that time, provided however that the Standing Rate shall not apply on Public Holidays, rostered days off, Christmas/New Year shutdown and times that work on the Project cannot proceed for reasons beyond Civmec's reasonable control.

5.4 No Hire Rate shall be payable during any time that the Plant/Equipment is not in full operating condition or is not available for hire to Civmec.

5.5 Mobilisation is a lump sum payable in respect of the initial delivery of the Plant/Equipment and unloading at the Site.

5.6 Demobilisation is a lump sum payable in respect of the final removal of the Plant/Equipment from the Site including the removal of all rubbish and other things belonging to the Supplier.

6. DAMAGE TO PERSONS AND PROPERTY

6.1 The Supplier shall indemnify and keep indemnified Civmec and the Principal against all losses, damages and liabilities arising out of or in connection with the Contract, including all physical loss or damage to Civmec's and the Principal's property, and all loss or damage resulting from death or personal injury arising out of or resulting from:

6.1.1 the Plant/Equipment not complying with the requirements of clause 3.2 or clause 12;

6.1.2 the use or operation of the Plant/Equipment where the Supplier is responsible for the supply of an Operator for the Plant/Equipment; and/or

6.1.3 the Supplier failing to comply with its obligations.

6.2 The indemnity in clause 6.1 shall be reduced to the extent that any loss or damage was caused by the sole negligence of Civmec.

7. QUALITY

7.1 The Supplier shall maintain a quality system in compliance with ISO 9001:2015 or comply with Civmec's quality management system.

8. SAFETY, HEALTH AND ENVIRONMENT

8.1 The Supplier shall immediately report to Civmec any injury to or death of any person or any environmental damage, using any form approved by Civmec. The Supplier shall permit and procure such further permissions as may be necessary for Civmec or any person nominated by Civmec to make inspections, conduct interviews or take statements from any person engaged by the Supplier in relation to such injury, death or damage.

8.2 The Supplier shall carry out the work under the Contract in a manner which does not cause or threaten to cause pollution, contamination or environmental harm of, under or outside the Site.

9. INSURANCE

9.1 If required, the Supplier shall take out and maintain the following insurance for the duration of the Contract and any extension of it:

9.1.1 public liability insurance to cover its liability and its subcontractors' liability to third parties for loss of or damage to property (including loss of use thereof) and the death of or injury to any person. The insurance shall:

(a) be for an amount not less than $20,000,000 per occurrence and unlimited in the annual aggregate;

(b) waive all express or implied rights of subrogation against Civmec and the Principal and their respective directors, officers and employees; and

9.1.2 mobile plant insurance in respect of all registered and unregistered mobile plant owned, leased, hired or used by the Supplier. The insurance shall:

(a) have a limit of liability of not less than the full market value of the mobile plant against loss or damage and unlimited in the annual aggregate; and

(b) contain a waiver of subrogation in favour of Civmec and the Principal and their respective directors, officers and employees;

9.2 The Supplier shall notify Civmec immediately if any incident occurs that is likely to give rise to a claim under any policy of insurance effected under this clause, or if any claim is made, and shall keep Civmec fully informed of all subsequent developments regarding the claim.

9.3 The Supplier shall ensure that at all times during the period of hire, the Plant/Equipment and all vehicles used by the Supplier is insured as may be required at law and is insured against loss or damage for not less than its market value.

9.4 Each of the insurance policies required to be effected by the Supplier by this clause 9 shall be effected:

9.4.1 prior to the commencement of the hire of the Plant/Equipment; and

9.4.2 with a reputable insurer with a Standard & Poor's, Moodys, AM Best or equivalent ratings agency's long-term issuer credit rating of A minus or better and otherwise in terms approved by Civmec in writing.

9.5 Whenever requested by Civmec, the Supplier shall produce evidence that it has satisfied all of its insurance obligations under the Contract.

9.6 If the Supplier does not provide the proof of insurance required under this clause 9, Civmec may effect and maintain the relevant insurance and pay the premiums and the amount of such payment shall be a debt due and payable by the Supplier to Civmec.

9.7 Insurance does not limit the Supplier's liability under the Contract or otherwise.

9.8 Civmec is not obliged to make a claim or institute proceedings against any insurer under the Supplier's insurances before enforcing any of its rights or remedies referred to under the Contract or in general. In the event that any Civmec's insurance policy responds to any claim in respect of losses or damages for which the Supplier is responsible, the Supplier shall be responsible for paying the deductible or excess payable under Civmec's insurance policy.

10. PAYMENT

10.1 Payment claims shall be submitted monthly in which Plant/Equipment is hired to Civmec. All invoices are deemed to be submitted on the last day of the respective month.

10.2 The Supplier shall submit payment claims in the form required by Civmec and containing the following information:

10.2.1 the number of the Plant Order;

10.2.2 a schedule of the items of Plant/Equipment and Operators supplied in the period covered by the progress claim; and

10.2.3 such supporting information regarding the progress claim as Civmec may require.

10.3 Civmec may at any time:

10.3.1 request any additional information from the Supplier in respect of a payment claim; and

10.3.2 direct the Supplier to provide documentary evidence that at the date of the direction all persons who have been engaged by the Supplier have been paid all moneys due and payable to them in respect of their engagement on the work under the Contract.

10.4 It is a condition precedent to the Supplier's entitlement to payment, that all payment claims under or in relation to the Contract, comply with the requirements in subclauses 10.1 to 10.3. The Supplier agrees that claims for payment or otherwise not submitted in accordance with clause 10.1 shall not be considered and that Civmec shall have no obligation in relation to such claims.

10.5 If Civmec disputes any amount claimed in an invoice, Civmec shall make a determination of the amount payable within 14 days from the receipt of the Supplier's payment claim and inform the Supplier of the reasons why its payment claim has (wholly or partially) been rejected. Undisputed amounts shall be paid in accordance with clause 10.10.

10.6 If the Supplier receives partial or no payment upon submission of a payment claim without having been informed as per clause 10.5, the Supplier may request in writing that the Company provides reasons within 14 days, failing which, the Supplier may issue a Dispute Notice

10.7 The Supplier shall at all times maintain complete true and accurate records to enable the calculation and verification of Hire Rates. No amount shall be payable by Civmec in respect of Hire Rates not substantiated by such records.

10.8 No interest shall be payable on any amount due to the Supplier but remaining unpaid after the date upon which it should have been paid.

10.9 Without prejudice to any other rights, Civmec may deduct from or set off against any monies which may be, or become, payable to the Supplier any costs, expenses or damages which are due from the Supplier to Civmec, or which Civmec has incurred or reasonably considers it might in the future incur as a consequence of any act or omission of the Supplier, whether under or in connection with the Contract or any other contract between Civmec and the Supplier.

10.10 Payment of the amount due in respect of each progress claim shall be made by (at Civmec's discretion) electronic funds transfer or cheque within 30 Business Days form the end of the month in which the payment claim was submitted.

11. GOODS AND SERVICES TAX (GST)

11.1 For the purpose of this clause 11:

11.1.1 the following definitions apply:

(a) **GST Law** means *A New Tax System (Goods and Services) Act 1999* (Cth);

(b) **Recipient** means the party to which the relevant supply is made; and

(c) **Supplier** means the party making the relevant supply; and

11.1.2 unless the context otherwise requires, words or expressions used in this clause 11 which are defined in the GST Law have the same meaning in this clause 11.

11.2 The Supplier shall be registered for GST in accordance with the GST Law.

11.3 If the Supplier makes a supply under, or in connection with, the Contract on which GST is payable (not being a supply the consideration for which is specifically described in the Contract as inclusive of GST), then:

11.3.1 the consideration payable for that supply under the Contract but for the application of this clause (the "GST exclusive consideration") is increased by, and the Recipient of the supply must also pay to the Supplier, an amount equal to the GST payable on the supply (**GST Amount**); and

11.3.2 the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided, subject to the Supplier giving the Recipient a tax invoice in respect of that taxable supply.

11.4 If a payment to a party under the Contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of a GST group of which that party is a member, is entitled for that loss, cost or expense.

11.5 If a payment is calculated by reference to, or as a specified percentage of, another amount or revenue stream, that payment shall be calculated by reference to, or as a specified percentage of, the amount or revenue stream exclusive of GST.

11.6 If an adjustment event arises in respect of a supply made under, or in connection with, the Contract, then:

11.6.1 the Supplier must issue an adjustment note to the Recipient within 7 days of the adjustment event occurring or otherwise as soon as it becomes aware of the adjustment event, outlining the revised amount of GST payable in respect of that supply (**Corrected GST Amount**);

11.6.2 if the Corrected GST Amount is less than the previously attributed GST Amount, the Supplier shall refund the difference to the Recipient within 15 days of the adjustment note being issued by the Supplier; and

11.6.3 if the Corrected GST Amount is greater than the previously attributed GST Amount, the Recipient shall pay the difference to the Supplier within 15 days of the adjustment note being issued by the Supplier.

11.7 This clause 11 will continue to apply after expiration or termination of the Contract.

12. WARRANTIES

12.1 In addition to any other warranties set out in the Contract, the Supplier warrants that:

12.2 each item of Plant/Equipment is free from defects, fit for its intended purpose and capable of continuous safe operation at its full name plate capacity for a period of six months from the Hire Start Date;

12.2.1 any emissions caused by the operation of the Plant/Equipment by Civmec or the Supplier (as the case may be) when used for the purpose for which the Plant/Equipment is hired will comply will all laws related to pollution; and

12.2.2 if any of the Plant/Equipment does not comply with clauses 12.1 or 12.2.1, and the reason for the failure is attributable to the Plant/Equipment's design, material or workmanship or maintenance or repair work performed by the Supplier, the Supplier shall:

(a) provide Civmec with recommendations for any necessary alterations or repairs; and

(b) provide any required parts at its own cost; and

(c) carry out any required repairs at its own cost; or

(d) pay to Civmec the cost of any repairs carried out by Civmec or a third party.

13. DEFAULT AND TERMINATION

13.1 If:

13.1.1 the Supplier breaches any provision of the Contract and the breach has not been remedied 7 days after the Supplier has been requested by Civmec to do so; or

13.1.2 the Supplier is unable to pay its debts when they fall due;

13.1.3 an Insolvency Event occurs in relation to the Supplier; or

13.1.4 the Supplier ceases or threatens to cease to carry on business,

then Civmec may, at its sole discretion:

13.1.5 remedy that failure (including by taking possession of and using all or any part of the Supplier's materials, equipment, or other things used for the performance of the work under the Contract) and the cost of doing so (after Civmec has made due allowance for the use of, or consumption of, the Supplier's materials, equipment or other things) shall be set off in accordance with clause 10.9; or

13.1.6 terminate the Contract.

13.2 Upon termination of the Contract under clause 13.1.6:

13.2.1 Civmec may take possession of and use all or any part of the Supplier's materials, equipment, or other things used for the performance of the work under the Contract;

13.2.2 Civmec shall be liable only for those amounts which would have been payable if the Contract had not been terminated as at the date of termination; and

13.2.3 any cost, loss and/or damage that Civmec has incurred or is likely to incur as a result of the Supplier's default (after Civmec has made due allowance for the use of, or consumption of, the Supplier's materials, equipment or other things) will be determined by Civmec and that amount will be set off in accordance with clause 10.9 or otherwise become a debt due and payable from the Supplier to Civmec.

14. TERMINATION FOR CONVENIENCE

14.1 Civmec may at any time for any reason, at Civmec's sole and absolute discretion, terminate the Contract or any part thereof for its convenience, by giving written notice to the Supplier.

14.2 Without prejudice to Civmec's rights under the Contract or otherwise, upon such termination the Supplier shall:

14.2.1 take the steps required under clause 13.2; and

14.2.2 subject to clause 13.2, be paid for the work under the Contract performed prior to the date of termination and costs reasonably incurred by the Supplier in demobilisation; and

14.2.3 shall not be entitled to recover any loss of profits arising as a result of termination or make any other claim arising out of the termination.

14.3 If for any reason a purported termination by Civmec under clause 13 is ineffective, the purported termination is not a breach or repudiation of the Contract and is deemed to have been effected under clause 14.1.

15. ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not assign, novate, mortgage or encumber the whole or any part of the Contract nor any payment, right or interest thereunder, or subcontract any of the work under the Contract without Civmec's prior written approval (which shall not be unreasonably withheld and may be conditional). The acts and omissions of any subcontractors are deemed to be the acts and omissions of the Supplier, for which the Supplier remains responsible under the Contract.

16. LIABILITY

16.1 Notwithstanding any other provision of the Contract, Civmec shall not be liable to the other for loss of revenue, loss of profit, loss of business opportunity or any other indirect, remote, consequential or special loss or damage.

17. REPRESENTATIVES

17.1 The Supplier shall have a competent, authorised representative acceptable to Civmec on site at all times during the performance of the work (**Supplier's Representative**). The Supplier's Representative is named in the Plant Order.

17.2 The Supplier shall not deal with or comply with the directions of any person other than an authorised

representative of Civmec. Civmec shall have no liability in respect of directions by a person who is not an authorised representative of Civmec.

18. SECURITY OF PAYMENT ACT

18.1 For the purposes of this clause 18, "Security of Payment Act" means the *Construction Contracts Act 2004* (WA)or the equivalent legislation as applicable in the relevant jurisdiction, each as amended from time to time.

18.2 Civmec and the Supplier agree that the Chair for the time being of the Chapter of the Institute of Arbitrators and Mediators Australia in the jurisdiction of the law governing the Contract, or if the law governing the Contract is the law of Queensland then the Registrar appointed under the *Building and Construction Industry Payment Act 2004* (Qld), is the authorised nominating authority to which any adjudication application under the Security of Payment Act is to be made.

18.3 If the Supplier suspends the whole or part of the work under the Contract pursuant to the Security of Payment Act: to the extent permitted by the Security of Payment Act, Civmec is not liable for any cost, expense or liability including delay or disruption costs whatsoever suffered or incurred by the Supplier as a result of the suspension;

18.3.1 Civmec may direct the Supplier to omit the whole or part of the suspended work and thereafter Civmec may engage others to carry out the suspended work; and

18.3.2 Civmec may terminate the Contract by giving notice to the Supplier.

18.4 Failure by Civmec to set out in a progress certificate or statement an amount which Civmec is entitled to retain, deduct, withhold or set off from the amount which would otherwise be payable to the Supplier by Civmec shall not prejudice Civmec's right to subsequently exercise its right to retain, deduct, withhold or set off any amount under the Contract.

18.5 The Supplier agrees that the amount set out in a progress certificate or statement given by Civmec under clause 10.5 is, for the purposes of the Security of Payment Act, the amount of the 'progress payment' calculated in accordance with the terms of the Contract to which the Supplier is entitled.

18.6 As appropriate under the relevant Security of Payment Act, the date on which the Supplier shall claim payment is, for the purposes of the Security of Payment Act, the 'reference date'.

19. NOTICES

19.1 All notices or other formal communications between the Parties, shall be served in writing by post, courier services, hand or email to the address for service of each Party shown in the Plant Order.

19.2 Notices sent by email shall be deemed to be received by no later than 9.00am (local time) the following Business Day unless the recipient can demonstrate the email was not received by its server.

20. DISPUTE RESOLUTION

20.1 If any dispute arises out of, or in connection with, the Contract (**Dispute**), a party may not commence any court proceedings unless clauses 20.2 to 20.9 have been complied with, except where the party seeks urgent interlocutory relief, declaratory relief or equitable relief.

20.2 A party must give written notice to the other party setting out the details of the Dispute (**Dispute Notice**) and this clause 20 will apply to the Dispute.

20.3 Where a Dispute relates to a direction of Civmec, the Notice of Dispute must be given within 5 Business Days from the date of the Dispute arising in respect of the direction issued by Civmec, or otherwise the disputes or differences are barred.

20.4 Civmec's representative and Supplier's representative (**Representatives**) must meet to discuss and attempt to resolve the Dispute between the parties within 10 Business Days from the date of the Dispute Notice upon receipt by the other party, or such longer period as may be agreed between the Representatives from time to time (**First Meeting**).

20.5 If the Representatives do not resolve the Dispute within 10 Business Days from the First Meeting, they shall refer the Dispute to the senior executive officers of Civmec and the Supplier (**Senior Executives**) for resolution by submitting a written notice to the other party (as appropriate). The Senior Executives must meet and confer within 5 Business Days after receipt of the written notice and use their best endeavours to resolve the Dispute, which conferral shall be confidential and on a 'without prejudice' basis.

20.6 If the Dispute remains unresolved for 25 Business Days from the First Meeting, the Senior Executives must within a further 5 Business Days seek to agree the process for resolving the Dispute through the means of alternative dispute resolution (ADR), other than litigation.

20.7 Any ADR (including arbitration, mediation and expert determination) will be kept confidential and without prejudice between Civmec and the Supplier.

20.8 The parties may be legally represented in any ADR. Each party will bear the costs and expenses of all legal representatives, witnesses and employees retained by it, except if a Dispute is determined or otherwise involves court proceedings, in which case the court may determine otherwise.

20.9 During the dispute resolution process, the parties must continue to perform their obligations under the Contract.

20.10 Subject to clause 20.1, the Supplier agrees that it will not initiate any legal or administrative proceeding, and without limiting other rights or remedies of Civmec, Civmec will be entitled to plead this clause as a bar to any such proceeding

20.11 Either Civmec or the Supplier may commence litigation if the parties fail to resolve the Dispute through the ADR process.

20.12 This clause 20 shall survive the cancellation, termination or repudiation of the Contract for any reason.

21. ANTI-SLAVERY

21.1 The Supplier undertakes, warrants and represents that:

21.1.1 neither the Supplier nor any of its Personnel has:

(a) committed an offence under the MSA (**MSA Offence**); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA; or

(c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA;

21.1.2 it shall comply with the MSA and any Civmec anti-slavery and human trafficking policy;

21.1.3 it shall notify Civmec immediately in writing if it becomes aware or has reason to believe that it, or any of its Personnel have breached or potentially breached any of Supplier's obligations under this clause. Such notice will set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations under the MSA; and

21.1.4 it shall provide all reasonable assistance (including the provision of information and access to documents and the Supplier's Personnel as Civmec may require) to Civmec to enable Civmec to comply with its obligations under the MSA.

21.2 Any breach of clause 21.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle Civmec to terminate the Contract with immediate effect.

22. CONFLICT OF INTEREST

22.1 The Supplier must, and must ensure its Personnel, declare any conflict of interest between Civmec or its Personnel,

and the Supplier or its Personnel, whether that conflict of interest is perceived or actual, prior to entering into any agreements with Civmec, and in any event as soon as a conflict of interest comes to the attention of the Supplier.

23. ANTI-CORRUPTION OBLIGATIONS

23.1 The Supplier represents, warrants and agrees that neither the Supplier, any of its related entities nor the Supplier's Personnel authorised, offered, promised or gave or will authorise, offer, promise or give anything of value to:

23.1.1 any:

(a) individual who is employed by or acting on behalf of an authority, government, government-controlled entity or public international organization;

(b) political party, party official or candidate;

(c) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or

(d) individual who holds himself out to be the authorised intermediary of any person specified in paragraphs (a), (b) or (c) above (**Government Officials**),

in order to influence official action relating to either, or both, Civmec or the Contract;

23.1.2 any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust ("acting improperly") in relation to either, or both, Civmec or the Contract, to reward the person for acting improperly or in circumstances where the recipient would be acting improperly by receiving the thing of value; or

23.1.3 any other person while knowing, or while he or she ought reasonably to have known, that all or any portion of the money or other thing of value that was authorised, offered, promised or given or will be offered, promised or given to:

(a) a Government Official in order to influence or reward official action relating to either, or both, Civmec or the Contract; or

(b) any person in order to influence or reward such person for acting improperly.

23.2 Civmec may terminate the Contract for default, if the Supplier breaches this clause 23 or any applicable Anti-corruption Laws in performing its obligations under the Contract.

24. SUPPLIER AS TRUSTEE

24.1 The following provisions apply if the Supplier enters into the Contract as trustee of a trust (**Trust**).

24.2 The Supplier enters into the Contract both:

24.2.1 as trustee of the Trust; and

24.2.2 in its own right.

24.3 The Supplier shall not, without the prior written consent of Civmec:

24.3.1 resign as trustee of the Trust or cause or permit any other person to become an additional trustee; or

24.3.2 do, or fail to do, anything in breach of the terms of the constituent documents of the Trust.

25. MISCELLANEOUS

Status of Supplier

25.1 The Supplier shall remain an independent contractor, shall not act as or be regarded as an agent or employee of Civmec and shall be exclusively responsible for its own employees, subcontractors, suppliers and consultants.

Entire Agreement

25.2 The Contract replaces and supersedes all other agreements (if any) between the parties covering the subject matter of the Contract.

Waiver

25.3 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver by Civmec is not effective unless it is in writing, signed by Civmec. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

Confidentiality

25.4 The Supplier shall keep the details of the Contract and all information provided by the Principal or by Civmec confidential for the duration of the Contract and for a period of 5 years from the date of expiry or termination of, the Contract.

Audit

25.5 Civmec shall be entitled at any time to arrange for an independent auditor to inspect the Supplier's Project related records to verify the information or evidence provided by the Supplier, including in relation to a progress claim. The cost of such an audit shall be borne by Civmec unless the audit shows that the Supplier's information or evidence contains material errors in which case the cost of the audit shall be borne by the Supplier and shall be a debt due and payable by the Supplier to Civmec.

Governing Law

25.6 The Contract is governed by the laws in force in the State or Territory in which the work under the Contract is performed.

No Merger

25.7 The warranties, undertakings and indemnities in the Contract will continue in full force and effect until the respective rights and obligations of the Parties have been fully performed and satisfied.

Further Assurance

25.8 Each party shall promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to the Contract.