

Purchase Order Terms and Conditions

1 Definitions

Buyer means EPEC Projects Pty Ltd (ACN 640 363 686) or such other Related Company as specified as the buyer of the Deliverables in the Purchase Order.

Contract means the contract between the Buyer and the Supplier for the supply of Goods and/or Services, which comprises a Purchase Order and clauses 1 - 24 of this document and the Sitework Conditions. To the extent of any inconsistency between those documents, a document listed earlier prevails.

Date for Delivery means the date or dates specified in the Purchase Order.

Deliverables means any Goods to be supplied or Services to be performed by the Supplier as set out in the Purchase Order and includes the documentation supplied with those Goods or Services.

Delivery Point means the place identified in the Purchase Order.

Goods means the goods described, including quantity, in the Purchase Order.

Intellectual Property Rights means all existing and future rights throughout the world, whether conferred by statute, common law or equity, in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, trade secrets and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

Purchase Order means a purchase order issued by the Buyer in a form suitable to the Buyer in its absolute discretion.

Price means the price of the Deliverables as specified in the Order and in accordance with clause 4.

Related Company means each company which is a subsidiary, holding company or related body corporate of EPEC Projects Pty Ltd (ACN 640 363 686).

Services means the services described in the Purchase Order.

Sitework Conditions means any applicable sitework conditions, policies and procedures at any site relevant to the supply of the Deliverables by the Supplier, as amended from time to time, copies of which are available from the Buyer on request.

Supplier means the supplier of the Deliverables specified in the Purchase Order.

2 General

- (a) The Purchase Order is an offer by the Buyer to engage the Supplier to supply the Deliverables on the terms of the Contract.
- (b) A Contract for the supply of the Deliverables is formed between the Buyer and the Supplier when the Supplier:
 - (i) communicates (either in writing or verbally) to the Buyer in a way that confirmed or implies acceptance; or

- (ii) the Supplier supplies, or begins to supply, the Deliverables.
- (c) The acceptance of the Purchase Order by the Supplier under clause 2(a), includes agreement by both Supplier and Buyer that these terms set out the sole basis for the supply of Deliverables to the exclusion of any conditions of sale appearing on any document of the Supplier.
- (d) The Buyer enters into the Contract on its own behalf and as agent for and on behalf of each Related Company.
- (e) Modification of these terms expressed in any document of the Supplier before or after the date of the Purchase Order does not apply to this Contract unless expressly accepted in writing by the Buyer. The Supplier's acceptance of the Purchase Order constitutes acceptance of these terms to the exclusion of any other terms and conditions.

3 Alterations

No changes to this Contract are to be made by the Supplier without the written agreement of the Buyer.

4 Price

The Purchase Order is placed on a firm price basis in accordance with the Price(s) listed in the Purchase Order. It is not subject to increases in price without the Buyer's prior approval in writing and includes (where applicable) delivery to the Delivery Point and the off-loading of the Deliverables by the supplier at the Delivery Point.

5 Standard to conform to specifications

The Supplier must ensure that the Deliverables are in accordance with and conform to any specifications, drawings, samples or other description (if any) furnished by the Buyer to the Supplier. Any in-progress inspection by the Buyer's employees or agents or other representative does not affect this requirement.

6 Warranties

- (a) The Supplier warrants that:
 - (i) it has the right to sell the Deliverables to the Buyer;
 - (ii) it will comply with all laws and standards that apply to the Contract;
 - (iii) where the Deliverables include Services, it has the skills and expertise to perform the Deliverables in a safe manner; and
 - (iv) it will comply with the Buyer's policies and procedures that apply to the Contract, to the extent they are disclosed to the Supplier as at the date of the Purchase Order or as amended, updated or replaced from time to time as agreed between the parties.
- (b) The Supplier warrants that the Deliverables will:
 - (i) be free of encumbrances, liens and reservation of title;

- (ii) be fit for the purpose for which Deliverables of the same kind are commonly supplied and any other reasonable purpose made known to the Supplier;
- (iii) be of merchantable quality and to be free from defect in material and workmanship;
- (iv) not infringe the Intellectual Property Rights of any person and the Buyer's use of the Deliverables will not infringe another person's Intellectual Property Rights;
- (v) remain free from defects for a period agreed by the parties which shall not be less than 12 months; and
- (vi) carry any applicable manufacturer's warranty which must remain valid for a period agreed by the parties which shall not be less than 12 months from delivery and passes on to any buyer or customer from the Buyer without liability to the Buyer. The Supplier must assign to the Buyer at the request of the Buyer the benefit of any warranty or guarantee that the Supplier has received from any third party supplier (whether under contract or by implication or operation of law).

7 Delivery of Goods

- (a) Where the Deliverables are Goods, the Supplier must:
 - (i) deliver the Deliverables at the Delivery Point by the Date for Delivery;
 - (ii) unload the Deliverables at the Delivery Point or as the Buyer may authorise or otherwise reasonably direct;
 - (iii) notify the Buyer of any unloading requirements for the Deliverables prior to the Date for Delivery; and
 - (iv) the Supplier will deliver with the Deliverables any documentation required to enable the Deliverables to be used by the Buyer.
- (b) If the Supplier fails to deliver the Deliverables by the Date for Delivery, the Buyer may recover liquidated damages at the rate specified in the Purchase Order or as otherwise mutually agreed in writing by the Buyer and the Supplier, for each day of delay.

8 Performance of Services

- (a) Where the Deliverables are Services, the Supplier must perform the Services by the date specified in the Purchase Order.
- (b) The Supplier must always:
 - (i) ensure that it assigns and maintains suitably qualified personnel with suitable training, experience and skills;
 - (ii) provide all necessary equipment (including the certification of equipment, where required) and facilities to perform the Services; and
 - (iii) consult, coordinate and cooperate with the Buyer as necessary to ensure effective management of risks and safe delivery of Services.

9 Acceptance

- (a) All Deliverables are received subject to inspection of the Deliverables within 30 days after delivery or before delivery at the Buyer's discretion irrespective of date of payment.
- (b) If the Buyer reasonably forms the view that the Services do not comply with the Contract, whether in whole or in part ("**Rejected Deliverables**"), the Buyer may within 30 calendar days after receipt of the relevant Rejected Deliverables issue a notice to the Supplier in writing, in which case the Deliverables are rejected by the Buyer.
- (c) If the Buyer issues a notice under clause 9(b), the Supplier must promptly and at its own cost and risk, rectify, replace or resupply the Rejected Deliverables.
- (d) The Buyer is not liable to pay the Supplier for any Rejected Deliverables but will for the avoidance of doubt be required to pay for any Deliverables resupplied in accordance with clause 9(c) to the extent that they comply with the requirements of the Contract.
- (e) If the Buyer does not issue a notice under clause 9(b) within the time period specified in clause 9(b), it will be deemed to have accepted the Deliverables performed.

10 Defective Deliverables

- (a) If the Buyer identifies non-compliance in the Deliverables ("**Defective Deliverables**"), it may issue a written notice within 12 months of completion specifying:
 - (i) the non-compliant aspects;
 - (ii) directions for rectification; and
 - (iii) a deadline for completion.
- (b) The Supplier must promptly rectify the Defective Deliverables at its own cost and risk.
- (c) If the Supplier fails to comply, the Buyer may engage a third party to remedy the Defective Deliverables and recover the costs from the Supplier. The Supplier shall reimburse the Buyer for all direct and reasonable consequential costs incurred by the Buyer in engaging a third party to remedy the Defective Deliverables.
- (d) These rights are in addition to any other rights the Buyer may have under the Contract.

11 Ownership and Risk

- (a) Ownership of the Deliverables will pass to the Buyer upon the earlier of:
 - (i) payment of the Price by the Buyer; or
 - (ii) delivery of the Deliverables.
- (b) The Deliverables will be at the risk of the Supplier until the Deliverables are accepted under clause 9, except to the extent that damage to, or loss of, the Deliverables arises from a negligent or wilful act by the Buyer.

12 Royalties

- (a) Deliverables are for the use of, or resale by, the Buyer or its associated companies, and may be incorporated in any products (whether owned or used or possessed by the Buyer). The Supplier must not make any claim for royalties or other additional compensation from the Buyer by reason of, or connected with, such use, resale or manufacture.

13 Patent rights

- (a) All intellectual property, designs, reports, drawings, specifications and other materials created in connection with the Deliverables, whether created by the Supplier or jointly with the Buyer, will vest in the Buyer upon payment of the Price. The Supplier waives all moral rights in such intellectual property.
- (b) The Supplier agrees to defend, protect and indemnify the Buyer, its successors and assigns, from and against any claim arising from the lawful use of the Deliverables by the Buyer or third parties. This includes all claims for actual or alleged infringement of any letters patent, trademarks, copyright, design, confidential information or similar protection whether granted by the Commonwealth of Australia or any foreign state or the common law. This is provided that the Supplier will not indemnify the Buyer, its successors and assigns from or against any claim to the extent that such claim arises as a result of the negligence, wilful misconduct, fraud or breach of duty of the Buyer, its successors and assigns or any of their partners, employees or agents.
- (c) If the Supplier makes any representation or statement directly or indirectly to the Buyer that the Deliverables ordered are protected by one or more patents and any such patent is found to be invalid, the Buyer may cancel this Contract, in whole or in part, and recover any money paid to the Supplier under this agreement as a liquidated debt.

14 Special dies, etc to remain purchaser's property

- (a) Special dies, tools, patterns and drawings specially created or commissioned by the Supplier at the cost of the Buyer for the manufacture or supply of the Deliverables (**Buyer's Tools**), remain the Buyer's property whether during or after the termination of this agreement.
- (b) The Supplier must use reasonable endeavours to keep the Buyer's Tools in good condition.
- (c) The Supplier agrees that it will not without the Buyer's prior written consent use any Buyer's Tools in the production, manufacture or design of any other articles, nor of larger quantities of the Deliverables other than those required on this Contract.
- (d) While the Supplier is in possession of the Buyer's Tools, it acknowledges that it is a bailee of them and owes the Buyer the duties, responsibilities and liabilities of a bailee.
- (e) At the termination of this Contract each Buyer's Tool must be disposed of as the Buyer directs.

15 Confidentiality

- (a) Both parties shall maintain the confidentiality of all proprietary, technical, business, and other sensitive information exchanged under or in connection with this Contract ("**Confidential Information**") and shall not disclose it to any third party without the prior written consent of the other party, except as required by law or to perform their obligations under this Contract.

- (b) Any Deliverables created or performed according to the Buyer's designs or specifications, developed for the Buyer at the Buyer's direction, or based on any designs, specifications, or proprietary information supplied by the Buyer, shall be treated as the Buyer's Confidential Information. Such information shall be held by the Supplier on the Buyer's behalf, must remain at the Buyer's disposal, and shall not be disclosed, reproduced, or furnished to any other party, including firms, individuals, or government entities, without the Buyer's prior written consent. The Supplier must implement and maintain robust security measures to protect the confidentiality of such information.
- (c) Upon written request from the Buyer, the Supplier shall securely return or permanently destroy all Confidential Information, including any copies, records, or derivations thereof, within 14 calendar days. The Supplier must certify in writing that all such Confidential Information has been removed and/or destroyed, except as required by applicable law or agreed in writing with the Buyer.
- (d) The obligations of confidentiality under this clause 15 shall survive termination or expiration of this Contract.

16 Packing costs and standard

- (a) The Supplier and any of its agents or suppliers must not include a charge to the Buyer for wrapping, packing, cartons or crating unless authority for such charge is expressly incorporated in this Contract.
- (b) Where the Deliverables are to be shipped by a third-party carrier then in that event the Deliverables should be packed in accordance with the carriers' reasonable requirements in order to secure reasonable transportation and insurance rates.

17 Advertising

- (a) A party must not, without the other party's prior written consent, advertise or publish the fact that the parties have entered into an agreement for the sale of the Deliverables by the Supplier to the Buyer.

18 Delivery documents

- (a) The Supplier will invoice the Buyer in accordance with this Contract, and if this Contract is silent on the matter, in accordance with the relevant Supplier proposal provided to the Buyer immediately prior to receipt of this Purchase Order.
- (b) Where appropriate, the Supplier will dispatch packing lists, shipping documents and certified invoices to the Buyer's office unless a different method or date of dispatch (or both) is agreed in writing by the parties.
- (c) The Supplier must ensure that any documentation supplied with the Deliverables is suitable, accurate, comprehensive, complete and compliant with all laws, relevant standards, and quality assurance requirements in the Purchase Order.

19 Payment

- (a) Unless otherwise expressly stated, any amounts payable for a Deliverable made under the Purchase Order are exclusive of GST.

- (b) Subject to the Supplier providing a valid tax invoice, the Buyer will pay any GST payable in respect of the Deliverable, in addition to the amounts payable by the Buyer under the Purchase Order.
- (c) The purchase price for the Deliverables plus GST where applicable, is payable on or before the 30th day of the month following the delivery of the Deliverables (**Payment Due Date**), unless the parties agree different payment terms in writing.
- (d) The Buyer must pay interest on any outstanding amount not paid by Payment Due Date. Interest will be calculated on the basis of the St George Bank Business Indicator Rate as published from time to time plus 2%. Interest will accrue daily from the Payment Due Date until the outstanding amount is paid in full.
- (e) In the event of an invoice dispute, the Buyer must notify the Supplier within 14 days, and both parties shall resolve the dispute in good faith. Undisputed amounts must be paid by the Payment Due Date.
- (f) The Buyer shall have the right to set off or deduct from any payments due to the Supplier under this Contract, any amounts owed to the Buyer by the Supplier.

20 Variations

- (a) Within a reasonable period before supply of the Deliverables, the Buyer may, acting reasonably, direct the Supplier, in writing or by issuing an amended Purchase Order, to perform a variation and the Supplier must, subject to clause 20(b) and 20(c), perform that variation.
- (b) The Supplier must promptly give notice in writing to the Buyer upon receipt of a notice under clause 20(a) to confirm whether the Supplier has the ability to perform the variation.
- (c) The Supplier must not commence work on a variation and will not be entitled to payment for a variation unless and until:
 - (i) the Supplier has notified the Buyer in writing if the variation will result in a change in Price; and
 - (ii) the Buyer must not unreasonably withhold approval of any variation proposed by the Supplier that includes fair adjustments to pricing or timelines necessitated by the variation.

21 Termination and Cancellations

- (a) Either party may immediately terminate the Contract, in whole or in part, by written notice to the other party if the other party:
 - (i) breaches the requirements of the Contract and does not remedy that breach within ten (10) business days after being provided written notice of the breach by the first party; or
 - (ii) becomes, threatens to become or is in jeopardy of becoming insolvent.
- (b) The Buyer may terminate the Contract, in whole or in part, in its sole and absolute discretion at any time by giving not less than fourteen (14) calendar days' prior written notice to the Supplier.

- (c) If the Contract is terminated, the Supplier must immediately cease the manufacture, packaging and/or delivery of all or part of any Goods and cease the provision of any Services.
- (d) If the Contract is terminated pursuant to this clause 21:
 - (i) The Buyer must reimburse the Supplier for the reasonable, direct and documented costs actually incurred for:
 - (A) any Deliverables performed by the Supplier pursuant to and in accordance with its obligations and which were due and payable under the Contract prior to the date of the notice of termination but not any other amounts that would or may have been payable if the Contract had continued; and
 - (B) terminating any contractual arrangement with a third party that was entered into for the purposes of the Purchase Order; and
 - (ii) the Supplier must refund or credit to the Buyer any amount paid by the Buyer to the Supplier prior to the termination in respect of the Goods and/or Services (as the case may be) to which the Purchase Order relates.

22 Limitation of Liability

- (a) Neither party will be liable to the other party in relation to the Contract for any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity, cost of finance or loss of use.
- (b) The Buyer's maximum aggregate liability to the Supplier in connection with the Contract is limited to the Price payable under the Purchase Order, except to the extent that the liability arises directly from the Buyer's negligent act or omission, recklessness or wilful misconduct. Nothing in this clause limits the Buyer's rights under any indemnity or warranty provided by the Supplier.

23 Indemnity

- (a) The Supplier must indemnify the Buyer on demand against all losses, damages, liabilities, claims and expenses (including legal costs) incurred by the Buyer arising directly or indirectly as a result of or in connection with:
 - (i) any death, diseases or illness or personal injury of or to any person; or
 - (ii) any loss or damage to the Buyer or a third party's real or personal property,in each case to the extent caused by, arising out of, or in connection with:
 - (iii) the performance of the Supplier obligations under the Contract; or
 - (iv) any breach of contract, negligent act or omission, recklessness or wilful misconduct on the part of the Supplier or any party for which the Supplier is responsible.
- (b) The Supplier indemnifies the Buyer against all losses, damages, liabilities, claims, costs and expenses (including legal costs) arising from any third party claim related to:

- (i) the Deliverables, including defects, intellectual property infringements, or non-compliance with laws;
 - (ii) the Supplier's breach of this Contract; or
 - (iii) personal injury, property damage or economic loss caused by the Supplier's acts or omissions.
- (c) This indemnity clause is reduced proportionally to the extent that the Buyer, its officers, employees, subcontractors, agents or representatives has contributed to such death, sickness or personal injury or any such loss or damage to property suffered.

24 Miscellaneous

- (a) Both parties must ensure that the collection, use, disclosure or transfer of Personal Information in the course of performing the Deliverables complies with all applicable laws, rules and regulations in Australia, including the Privacy Act 1988 (Cth). Personal Information has the meaning given to it under the Privacy Act 1988 (Cth).
- (b) The Supplier must not directly or indirectly make use of any intellectual property of the Buyer, except with the prior written consent and for the benefit of the Buyer.
- (c) The Supplier must not, without the prior written approval of Buyer, subcontract all or any part of its obligations under the Contract. Where that approval is granted, the Supplier is liable for the acts or omissions of its subcontractors arising out of or in connection with the Contract as if they were acts or omissions of the Supplier. Any attempted assignment without approval is void.
- (d) The Supplier must, at its own cost, maintain Public Liability Insurance for at least \$10,000,000, Product Liability Insurance of at least \$10,000,000 and Worker's Compensation Insurance for all employees, representatives and contractors of the Supplier unless alternative insurance has been agreed, in writing, by the Buyer (including by specifying any alternative insurance arrangement in the Contract). The Supplier shall provide the Buyer with certificate of insurances and evidence of coverage upon request.
- (e) Neither party will be liable for any failure or delay in performance to the extent caused by events beyond its reasonable control, including natural disasters, government actions, or pandemics. The affected party must notify the other party promptly and use all reasonable efforts to mitigate the impact.
- (f) The Supplier warrants and agrees that:
 - (i) it is not subject to any outstanding investigations and has not been convicted of any offence under the relevant Modern Slavery Legislation;
 - (ii) it complies, and will continue to comply, with all obligations under the Modern Slavery Legislation; and
 - (iii) it will not engage in any conduct or take any action that would cause the Buyer to breach relevant Modern Slavery Legislations.
- (g) This Contract shall be governed by and construed in accordance with the laws of Queensland, and the parties irrevocably submit to the exclusive jurisdiction of the courts in the jurisdiction.