

This document is to be used in accordance with Gremalco's Procedure 13 Purchasing. It is issued by Gremalco to a Supplier of Goods and/or Services.

1. Agreement to Supply

- 1.1. These Terms and Conditions shall apply to all Purchase Orders issued by Gremalco. The Supplier by its written acceptance of the Purchase Order or part performance of the Purchase Order is deemed to have accepted all these Terms and Conditions in full. All other prior representations (written or oral) and any terms and conditions contained in the Supplier's quotations, confirmations, invoices or delivery notes and any other such document unless accepted in writing by Gremalco are hereby excluded.
- 1.2. The agreement between Gremalco and Supplier is comprised of the following documents:
 - (a) the Terms and Conditions in this document, Form 13.6 Purchase Order Terms and Conditions;
 - (b) Purchase Order(s);
 - (c) any attachments, documentations, and/or specifications provided with the Purchase Order(s) or incorporated by reference;
 - (d) any written and executed agreement between Gremalco and the Supplier.
- 1.3. To the extent of any inconsistency or discrepancy between any or all of the documents listed in clause 1.2, they shall be relied upon and interpreted in descending order of precedence from clause 1.2(a) to (d).

2. Price

- 2.1. Gremalco agrees to pay the Price specified in the Purchase Order for the full and proper supply of the Goods or Services the subject of the Purchase Order. The Price in the Purchase Order(s) is exclusive of GST.
- 2.2. Unless otherwise provided in the Purchase Order, the Price is fixed at the amount in the Purchase Order.
- 2.3. The Price is payable in Australian Dollars unless otherwise provided in the Purchase Order.
- 2.4. Payment of the Price by Gremalco is subject to receipt of the Goods in good order and on the basis that conditions precedent to payment in clauses 3.1, 6.4 and 8, have been complied with.
- 2.5. The Price is deemed to be fully inclusive of all Delivery, Taxes, insurance, packaging and transport costs unless otherwise specifically stated in the Purchase Order.
- 2.6. If the amount of GST recovered by the Supplier from Gremalco in prospect of the Purchase Order differs from the amount of GST payable at law by Gremalco in respect of the supply, the relevant price payable by Gremalco will be adjusted accordingly.
- 2.7. The Supplier must provide any further information or documentation stipulated in any applicable GST legislation or regulation, or by Gremalco, so that Gremalco will receive the benefit of any input tax credit in relation to the supply under the Purchase Order.

3. Payment and Deductions

- 3.1. The Supplier shall submit its tax invoice or credit note in respect of the delivered Goods or Services, which correctly identifies the following information as the minimum requirement:
 - (a) the Purchase Order Number issued by Gremalco;
 - (b) the quantity of Goods or Services supplied;
 - (c) the Price applying to those Goods and/or Services;
 - (d) the Supplier's details (company's name, ABN, business address and payment details);
 - (e) the quantity invoiced with description and unit rates.
- 3.2. All invoices are to be forwarded to the address set out in the Purchase Order, or accounts@gremalco.com.au, or such other address as may be notified to the Supplier by Gremalco.
- 3.3. Subject to clauses 3.4 and 3.5, Gremalco shall pay the amount properly invoiced by the Supplier (except to the extent that the invoice is in dispute) within 60 days from the end of the month in which the invoice is submitted, unless other payment terms have been agreed between Gremalco and the Supplier and specifically noted in the Purchase Order.
- 3.4. Payment of a tax invoice may be withheld if the Supplier is in breach of any terms of this Agreement until the breach is resolved.
- 3.5. In addition to any other rights that it may have under these terms and conditions or otherwise, and without prejudice to its rights to recover damages or costs under this Agreement, Gremalco may deduct from any monies due or that become due to the Supplier:

- (a) all costs, damages and expenses which Gremalco may have paid or incurred or is likely to incur in connection with the supply of Goods or Services for which the Supplier is liable and which remain unpaid by the Supplier; and
- (b) all debts owed by the Supplier to Gremalco and which remain unpaid on any account whatsoever.

- 3.6. Gremalco shall be entitled to return to the Supplier unpaid any invoice that fails to contain the information described in clause 3.1 and the Supplier must submit a replacement invoice.
- 3.7. Payment of an invoice is not to be taken as evidence that the Goods and/or Services have been supplied in accordance with the Agreement but must be taken only as payment on account.

4. Risk, Title and Property

- 4.1. Subject to clause 6.8, property and risk in the Goods will not pass to Gremalco until:
 - (a) the Goods are delivered to, and (subject to clause 6.4) accepted by Gremalco at the Delivery Address; or
 - (b) where the Goods are held by the Supplier at a particular place, until the Supplier issues the Goods to Gremalco from the relevant place and Goods are, inspected by, and accepted by Gremalco.
- 4.2. Subject to clause 6.8 and notwithstanding clause 4.1, title in the Goods will pass to Gremalco upon payment of the Price however risk will remain with the Supplier while the goods remain in possession of the Supplier.

5. Delivery of Goods

- 5.1. Unless indicated to the contrary on the Purchase Order, the Goods must be delivered to the Delivery Address on or before the Required Date specified in the Purchase Order.
- 5.2. The Supplier is to provide a detailed delivery docket with every delivery. The delivery docket must contain as a minimum, the following information:
 - (a) Gremalco's Order Number;
 - (b) the delivery date;
 - (c) the Supplier's details (company's name, ABN, company's address);
 - (d) the quantity dispatched with item description and part number; and
 - (e) whether or not the delivery is part or whole of the total order and details of any items on back order.
- 5.3. All Goods shall be packed, marked and transported as specified in the Purchase Order, but if not specified then in a proper and suitable manner to prevent damage and deterioration during transit and storage. In the case of dangerous or hazardous Goods the Supplier shall provide the carrier with the relevant emergency procedure guidelines and dangerous or hazardous goods shipping documents.
- 5.4. The Supplier shall be liable for any difference in freight charges arising from its failure to follow any transport instructions in the Purchase Order or properly describe the Goods transported.
- 5.5. Gremalco and Supplier shall assist each other in obtaining documents and other information necessary for the prosecution of Claims against the carrier (if any).

6. Inspection

- 6.1. The Supplier agrees that Gremalco, its client or their designated agents may enter upon the premises of the Supplier (or its supplier's subcontractors) at a time agreed in prior for the purpose of inspection and expediting of all work on Goods or Services contained in the Purchase Order.
- 6.2. Upon inspection under clause 6.1, Gremalco or its designated agent may reject any Goods or Services performed or being performed that does not conform with the Purchase Order, whereupon the Goods and Services rejected shall be replaced or re-performed at no additional cost to Gremalco.
- 6.3. Any inspection and expediting done by Gremalco or its designated agent shall not relieve the Supplier or any obligations contained in the Purchase Order.
- 6.4. Gremalco shall not be deemed to have accepted the Goods unless and until:
 - (a) Gremalco has had a reasonable opportunity of examining the Goods and to conduct appropriate

acceptance testing for the purpose of ascertaining whether they are in conformity with the Purchase order; and

(b) Gremalco notifies the Supplier that Gremalco has accepted the Goods.

6.5. Signed Delivery documents shall not mean acceptance by Gremalco of the Goods delivered. Any monies paid by Gremalco to the Supplier prior to inspection of the Goods shall be deemed to have been paid conditional upon, and subject to, the Goods being complete, free of any defects and to the complete satisfaction of Gremalco following inspection and acceptance under clause 6.4.

6.6. Acceptance by Gremalco of any specimens, samples, moulds, templates, materials or the like shall not constitute acceptance of the final Goods.

6.7. Gremalco will promptly after inspection notify the Supplier of any defects in or damage to the Goods and hold any Goods found to be defective or damaged ("Defective Goods") for the Supplier's instructions for a reasonable period not exceeding 21 days. If the Supplier's instructions are not received within such a period, Gremalco may:

(a) return the Defective Goods at the Supplier's expense and risk, and any expense incurred by Gremalco constitute a debt due and payable by the Supplier to Gremalco; or

(b) sell the Defective Goods (at Gremalco's discretion) as agent of the Supplier and forward the proceeds of the sale, after making due deductions for Gremalco's costs in effecting the sale, to the Supplier; or

(c) at Gremalco's election, undertake a combination of sub-clauses (a) and (b) of clause 6.7 in the proportion determined by Gremalco.

6.8. Notwithstanding clause 4 of these terms and conditions, in the case of Defective Goods to which clause 6.7 applies:

(a) acceptance and ownership of and title to the Defective Goods will not pass to Gremalco;

(b) Gremalco shall be under no liability to accept or pay for the Defective Goods or their costs of delivery;

(c) property and risk in respect of those Defective Goods shall remain with the Supplier; and

(d) Gremalco reserves the right to make a Claim against the Supplier in respect of any such Defective Goods.

7. Not Used.

8. Information

8.1. During the manufacture of the Goods or provision of the Services the Supplier must provide to Gremalco, when reasonably requested to do so, all drawings, manufacturing data, progress reports, test certificates, QA data and any other information to ascertain the quality and progress of the work.

8.2. The Supplier must provide to Gremalco at the Delivery Address at the time of Delivery such other information as may be required by Federal or State law, Australian Government standards (including Standards Australia standards) and all requirements of local authorities or other competent bodies and/or requested by Gremalco, including but not limited to material data sheets, material safety data, test certificates, heat certificates and the like.

8.3. The provision of all required documentation is a condition precedent to payment and all costs associated with providing the documentation are deemed to have been included in the Price.

9. Confidential Information

9.1. The Supplier must:

(a) keep confidential all information relating to the Goods and Services;

(b) ensure that each of its officers, employees suppliers and subcontractors and agents comply with the terms of clause 9.1(a).

9.2. The Supplier is obliged to keep confidential any information relating to the Goods and Services unless:

(a) it is otherwise in the public domain through no default of the Supplier; or

(b) the disclosure is:

i. strictly and necessarily required for the performance of the Purchase Order;

ii. in connection with legal proceedings relating to this Agreement; or

iii. given with the written consent of Gremalco.

9.3. The obligations of this clause shall survive termination or completion of this Agreement.

10. Supplier's Warranties

10.1. The Supplier represents and warrants to Gremalco that where the Purchase Order relates to Goods:

(a) it has the right to sell the Goods to Gremalco on these terms and conditions and, subject to clause 6, upon payment of the Price Gremalco will have good title to the Goods, free and clear of all mortgages, liens, encumbrances and third party claims and other restrictions on title;

(b) the Goods delivered to Gremalco will correspond in all respects with the Specification and the representations made by the Supplier and any sample provided by or on behalf of the Supplier;

(c) Gremalco shall have the full benefit of any manufacturer's warranties that may be applicable to the Goods or any part of the Goods;

(d) the Goods will be free from defects in design and workmanship;

(e) the Goods will be fit and safe for purpose and use;

(f) the Goods will meet any other standards specified by Gremalco;

(g) the Goods will comply with all laws, by-laws, statutes, regulations and standards in force in the jurisdiction in which they are supplied.

10.2. The Supplier represents and warrants to Gremalco that where the Purchase Order relates to Services that the Services:

(a) will correspond in all respects with the Specification and the representations made by the Supplier;

(b) will be performed with due care and diligence by suitably trained and competent personnel;

(c) will meet any other standards specified by Gremalco;

(d) will comply with all laws, by-laws, statutes, regulations and standards in force in the jurisdiction in which they are supplied.

10.3. The warranties set out under clauses 10.1 and 10.2 for a period of 12 months from the Delivery Date. This warranty is given in addition to other rights and remedies of Gremalco at law in relation to the Goods or Services.

10.4. Gremalco may make a claim under the warranties set out under clauses 10.1 and 10.2 by notice in writing to the Supplier's registered office.

10.5. Where the Supplier repairs or replaces any Goods or re-performs any Services pursuant to any warranty, the Supplier shall bear all the costs occasioned thereby including removal and transportation costs of the Goods from and return to the premises from which they are removed, labour costs for re-performing the Services and the costs of replacing or providing new parts for the Goods.

10.6. If the Supplier fails to repair or replace any Goods pursuant to any warranty within a reasonable time, then Gremalco may carry out the replacement or repair in which case any or all costs associated with the replacement or repair shall become a debt due and payable from the Supplier to Gremalco.

10.7. The Supplier irrevocably undertakes, and shall ensure that each of its suppliers and subcontractors irrevocably undertake, to assign all benefits to any warranty to Gremalco if requested in writing to do so by Gremalco.

10.8. By law the following text must be stated in this Agreement by the Supplier: "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to be a major failure."

11. Services on Gremalco Premises or Site

11.1. In addition to the warranties set out in clause 10.2, the following conditions also apply where the Supplier, under the terms of the Purchase Order or to enable its performance of the Services, is

required to be present or perform work on or near the premises or sites of Gremalco:

- (a) all work shall be performed in a good and workmanlike manner;
- (b) the Supplier shall supply all labour, tools, equipment and materials necessary to complete the work and to perform the Purchase Order;
- (c) the Supplier shall not impede work in progress by Gremalco or third parties;
- (d) subject to any applicable law, the Supplier Personnel enter upon Gremalco's premises, installations, vehicles and sites ("Gremalco's Property") at the Supplier's own risk and the Supplier indemnifies Gremalco against any Claims arising out of or in connection with the presence of the Supplier Personnel and any other invitees of the Supplier on Gremalco's Property including Claims against Gremalco whether alleging negligence on the part of Gremalco or otherwise; and
- (e) the Supplier Personnel and any other invitees of the Supplier shall comply with all safety and other regulations applicable to Gremalco's Property and shall obey all instructions of Gremalco, its manager, supervisor or authorised officer.

11.2. The conditions of this clause 11 shall apply equally where the Supplier may be required to enter upon the premises of a client or subcontractor of Gremalco.

12. Indemnity

12.1. Unless due solely to the negligence of Gremalco, the Supplier shall be liable for and must indemnify Gremalco, its directors, officers, employees, contractors and agents against any and all Claims arising whether at common law, in equity, or under statute and caused or contributed to, whether wholly or in part, directly or indirectly by:

- (a) the performance, purported performance or non-performance of the Goods or Services;
- (b) any breach of the Supplier's warranties or other terms of this Agreement; and
- (c) acts of negligence, omissions or wilful misconduct of the Supplier Personnel resulting in:
 - i. injury to or death of any person;
 - ii. loss or damage to any property; or
 - iii. any other loss whatsoever.

12.2. Without limiting clause 12.1 and to the maximum extent permitted by law:

- (a) the Supplier agrees that the Liability Act will have any application to this Agreement, the performance of the Services or the provision of the Goods or any of the obligations of the Supplier under this Agreement or at law;
- (b) despite the provisions of the Liability Act, the Supplier acknowledges that the Supplier is solely responsible for and indemnifies Gremalco in respect of any loss, damage, claim or expense Gremalco suffers or incurs arising out of or in connection with any wrongful or negligent act or omission on the part of the Supplier, its respective officers, employees, agents, suppliers and contractors in performance of the Services and supply of the Goods; and
- (c) the parties agree that their rights, obligations and liabilities will be those which would exist if the Liability Act did not apply.

12.3. If despite clause 12.2, Part 4 of the Civil Liability Act 2002 (NSW) applies, then to the maximum extent permitted by law, the Supplier agrees to indemnify Gremalco against the difference (if any) between:

- (a) the amount of any loss, damage, cost and expense suffered by Gremalco for which, but for the Liability Act, Gremalco would otherwise have been entitled to recover from the Supplier; and
- (b) the liability to Gremalco of the Supplier as determined under the Liability Act.

12.4. Under no circumstances will Gremalco be liable to the Supplier for any indirect or consequential loss, which shall include, but not be limited to, loss of profit, loss of earnings, loss of use, loss of overheads, loss or reputation or loss of opportunity (other than

Claims relating to injury to or death of any person or loss or damage to any property).

12.5. This clause 12 survives expiration or termination of this Agreement.

13. Insurance

13.1. Before commencing work, the Supplier must at its own expense procure and maintain with reputable insurers, on terms and conditions approved by Gremalco:

- (a) product liability insurance with a total aggregate cover of not less than \$20,000,000 per annum which includes the Goods and the activities of the Supplier Personnel in relation to the Goods;
- (b) plant and motor vehicle insurance;
- (c) where required by Gremalco, professional indemnity insurance for the Services with a total aggregate cover of not less than \$10,000,000 per claim. The policy shall include provisions for automatic reinstatement for the sum insured and for loss of documents. The policy and such level of cover shall be maintained until the Supplier completes carrying out the Services and thereafter for a period of 5 years;
- (d) public liability insurance with a total aggregate cover of not less than \$20,000,000 per annum.

13.2. The Supplier shall insure the Goods for not less than their full replacement value against loss or damage for the period that the Goods are in the Supplier's care and until acceptance of the Goods by Gremalco under clause 6.4.

13.3. The Supplier shall, where required by Gremalco, provide evidence that all insurances required are current and fulfil the obligations of this Agreement.

13.4. The Supplier will pay all Work Cover and workers compensation levies and premiums as required by the relevant legislation in the jurisdiction in which the Goods and Services are supplied.

14. Intellectual Property Rights and Royalties

14.1. The Supplier warrants that the supply of the Goods and Services under these Terms and Conditions and any use of them by Gremalco or any other person for any purpose, will not infringe any Intellectual Property Rights. The Supplier undertakes at its expense to defend, protect and hold harmless Gremalco and the users of Gremalco's products or services from and against any claim for infringement of any Intellectual Property Rights arising by reason of the supply and/or use of the Goods or Services.

14.2. The Goods or Services are for the use of or resale by Gremalco or its associated entities and may be incorporated in the manufacture of other products. In no event shall any claim for royalties or other additional compensation be made by the Supplier by reason of such use, resale or manufacture. The Supplier must bear the cost of any third party royalties or compensation payable for the use, resale or manufacture by Gremalco of the Goods or Services and indemnifies Gremalco in respect of any liability for them that Gremalco incurs.

15. Subcontracting

15.1. The Supplier shall not subcontract or assign work under this Agreement without the written consent of Gremalco, which will not be unreasonably withheld.

16. Cancellation

16.1. Gremalco may at its option and at any time, and without cause, cancel any unshipped Goods or unperformed Services by written notice to the Supplier.

16.2. If the Purchase Order relates to any Services, Gremalco's only obligation shall be to pay for Services performed prior to the notice of cancellation.

16.3. If the Purchase Order covers any Goods, Gremalco's only obligation shall be to pay for Goods shipped and accepted prior to the notice of cancellation.

16.4. If the Purchase Order covers Goods manufactured or fabricated to Gremalco's Specifications or Specifications prepared by the Supplier for Gremalco, then upon receipt of a notice of cancellation the Supplier shall immediately cease manufacture, supply or work in accordance with and to the extent specified in the notice and shall immediately do everything possible to mitigate any cost after such cancellation. Provided then that the Supplier is not in default, Gremalco shall pay to the Supplier the reasonable cost incurred by the Supplier in connection with the

Purchase Order prior to the date of notice of cancellation. Upon such payments, title to and property in any material or incomplete Goods shall pass to Gremalco.

- 16.5. Any payments made by Gremalco to the Supplier pursuant to this clause 16 shall not in any event exceed the Price.

17. Not Used.

18. Variations

- 18.1. Gremalco may at any time prior to acceptance of the Goods or Services make any change(s) to any or all of the Purchase Order. If such change(s) cause an increase or decrease in the Price or change to the Delivery Date, a fair and equitable variation of the Price and Delivery Date shall be mutually agreed, or in the absence of agreement, as may be reasonably determined by Gremalco.

19. Force Majeure

- 19.1. Where a circumstance or event beyond the reasonable control of Gremalco or Supplier causes a delay to the Delivery Date ("Force Majeure Event"), Gremalco may, at its sole discretion, extend the Delivery Date. Force Majeure Events shall include fire, tempest, government intervention and acts of God. A Force Majeure Event shall not include shortage of material, labour or utilities of the Supplier or its subcontractors or suppliers. An extension to the Delivery Date shall be the Supplier's sole remedy for a Force Majeure event.
- 19.2. If a Force Majeure Event continues for 90 days or longer, Gremalco may cancel any undelivered Goods or unperformed Services and shall not be obliged to make any payment therefore or in respect of such cancellation.

20. Dispute Resolution

- 20.1. In the event of a dispute arising between the parties, both parties shall genuinely attempt amicable resolution by conference between authorised representatives of the parties,
- 20.2. If the parties fail to resolve their dispute in accordance with clause 20.1, the dispute shall be referred to mediation.
- 20.3. The choice of a mediator shall be mutually agreed between the parties or, failing agreement, chosen by the Chair of the NSW Chapter of Resolution Institute.
- 20.4. The parties must each pay half the costs of the mediator incurred by the mediation.
- 20.5. The parties must each provide all information and assistance reasonably requested by the mediator.

21. Time

- 21.1. Time is of the essence in this Agreement. The Supplier shall maintain a rate of progress that will ensure achievement of the Delivery Date.
- 21.2. Where the Supplier has been delayed in the performances of the Services or supply of the Goods by reason of any acts of Gremalco or omissions of something required to be done by Gremalco, Gremalco may at its sole discretion agree to extend the Delivery Date but such extension shall be the Supplier's sole remedy in respect of any delay caused by Gremalco and nothing done or failed to be done by Gremalco shall cause time to be set at large.
- 21.3. Gremalco reserves the right to return for credit (at no penalty to Gremalco) any Goods received after the Delivery Date. Delivery costs for such returned items will constitute a debt due and payable by the Supplier to Gremalco.

22. General

- 22.1. **Governing Law**
This agreement shall be deemed to have been made in the State of the Delivery Address, and shall be subject to the laws of that State. The parties shall be subject to the non-exclusive jurisdiction of the State and any courts that may hear appeals from those courts in relation to any proceedings concerning this Agreement.
- 22.2. **Severability**
Any provision in these Terms and Conditions which is or becomes invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the

remaining provisions of these Terms and Conditions in any other jurisdiction.

- 22.3. **Taxes**
Subject to clause 2.6, the Supplier is and remains liable for payment of any Taxes. If any exemptions, reductions, allowances, rebates or other privileges in relation to Taxes may be available to the Supplier or Gremalco, the Supplier shall use to its best endeavours to enable Gremalco to benefit from any such savings or refunds (including interest awarded) to the maximum allowable extent.

- 22.4. **Notices**
Any notice or document required by this Agreement shall be deemed to have been given and received by:
- (a) if hand delivered to the party, on the date of receipt;
 - (b) in the case of email, on production of a confirmation of correct transmission of email but if the email is received after 4.00pm, it is deemed received on the next business day;
 - (c) in the case posting within Australia, 3 Business Days after posting, or
 - (d) in the case posting outside Australia, 10 Business Days after posting,

and provided where emailed under sub-clause (b) above or posted under sub-clause (c) or (d) above, it is to the correct address in the Purchase Order or the address last communicated in writing, to the person giving the notice. A transmission by facsimile shall not be regarded as a notice under this clause 22.4.

- 22.5. **Amendment**
No amendment or variation of this Agreement is valid or binding on Gremalco unless accepted in writing by Gremalco.
- 22.6. **Waiver**
A party's failure or delay to exercise a power or right is not a waiver of that right. A waiver by Gremalco is only effective if it is in writing and then only in relation to the particular obligation or breach in respect of which it was given and not in respect of any other breach or of any other provision.
- 22.7. **Assignment**
The Supplier may not assign this Agreement in whole or in part without Gremalco's prior written consent, which may be granted at Gremalco's sole discretion.

- 22.8. **Relationship**
The Supplier provides all Goods and Services under this Agreement as an independent contractor. The Supplier and Gremalco are not principal and agent, partners, trustee and beneficiary, or employer and employee.

23. Definitions and Interpretation

- 23.1. **Definitions**
In these Terms and Conditions unless the context otherwise requires:

Agreement means the agreement between Gremalco and Supplier specified in clause 1.2 of these Terms and Conditions; **Business Day** means a day that is not a Saturday, Sunday or public holiday in the State of the Delivery Address.

Claim means any claim, action, proceeding, demand, cost, damage, loss, fine, judgement, expense, liability or other outgoing howsoever incurred or suffered by, or brought or made or recovered howsoever arising (whether or not presently ascertained, immediate, future or contingent).

Delivery means the delivery of the Goods by the Supplier to Gremalco at the Delivery Address.

Delivery Date means the date(s) upon which the Supplier has undertaken to deliver the Goods or Services to Gremalco at the Delivery Address.

Delivery Address means the delivery address set out in the Purchase Order or such other address that may be advised from time to time by Gremalco.

Goods means the goods specified in the Purchase Order;

GST has the meaning given within the A New Tax System (Goods and Services Tax) Act 1999.

Intellectual Property Rights means letters patent, a pending patent; registered and unregistered, trade marks, copyright, design, trade secrets, confidential information or similar protection whether granted by Australia or any foreign state or the common law.

Liability Act means any one or more of the following legislative acts insofar as they are applicable to the Agreement:

- (a) Part 4 of the Civil Liability Act 2002 (NSW);
- (b) Part IVAA of the Wrongs Act 1958 (Vic);
- (c) Chapter 2, Part 2 of the Civil Liability Act 2003 (Qld);
- (d) Part 3 of the Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001 (SA);
- (e) Part 1F of the Civil Liability Act 2002 (WA);
- (f) Part 9A of the Civil Liability Act 2002 (Tas);
- (g) Proportionate Liability Act 2005 (NT);
- (h) Chapter 7A of the Civil Law (Wrongs) Act 2002 (ACT);
- (i) Part 2, Division 2, Subdivision GA of the Australian Securities and Investments Commission Act 2001 (Cth);
- (j) Chapter 7, Part 7.10, Division 2A of the Corporations Act 2002 (Cth); or
- (k) Part VIA of the Competition and Consumer Act 2010 (Cth).

Purchase Order Number means the identifying order number so set out in the Purchase Order.

Price means the amount specified in the Purchase Order for the Goods and Services.

Purchase Order means the document issued by Gremalco to the Supplier to order the Goods or Services and includes any specifications, drawings or other documents that may be contained therein or annexed thereto.

Services means the services specified in the Purchase Order.

Specification means the specification for the Goods or Services (if any) as set out in the Purchase Order or specifications or drawings as provided by the Supplier to Gremalco.

State means the State or Territory in Australia in which Delivery is to be made.

Supplier means the company, firm or person identified in the Purchase Order as the supplier of the Goods and Services.

Supplier Personnel means the Supplier; its subcontractors and the directors, officers, employees and agents of each of them.

Taxes means all taxes, fees, levies, duties and charges imposed or assessed in respect of the Goods or Services by all local, state or national government authorities including but not limited to, customs duty, excise tax, stamp duty and goods and services tax (or equivalent) but excludes taxes imposed on the income of the Supplier.

- (e) reference to a party or parties includes a reference to its successors and permitted assigns in accordance with these terms and conditions; and
- (f) "including" means "including (without limitation)".

23.2. Interpretation

In these Terms and Conditions unless the context otherwise requires:

- (a) the singular shall include the plural and vice versa;
- (b) words importing persons shall include corporations and words importing the masculine gender shall include the feminine gender;
- (c) the headings shall not affect the interpretation of these Terms and Conditions;
- (d) reference to any statute shall mean that statute as amended, modified or replaced from time to time and includes orders, ordinances, regulations and rules and by-laws made in terms of or pursuant to the relevant legislation;