PURCHASE ORDER TERMS & CONDITIONS

The following terms and conditions (*Conditions)* form part of *the Purchase Order* given by *the Company* to *the Vendor* to provide the *Deliverables* specified in the *Purchase Order* to the *Site* for the *Price*.

1. DEFINITIONS

In the *Contract* unless the context otherwise requires:

Aus Safesign and Products Pty Ltd means the means the corporation or entity specified as "Aus Safesign and Products Pty Ltd" in the *Particulars* and includes its authorised representatives, successors, and permitted assigns

Authorisation means any approval, licence, permit, registration, consent, certification, accreditation, declaration, exemption, notarisation or waiver howsoever it is described, of an *Authority* or any other applicable person (including the *Owner*).

Authority *means any:*

a) government or government department;
b) local government authority;
c) government or statutory authority; or
d) other person (whether autonomous or not) who is charged with the administration of a *Legislative Requirement*, that has a right to give any consent or impose any requirement in respect of the *Deliverables* or the *Site*.

Business Day means a day on which banks are open for business in the State of Western Australia excluding a Saturday, Sunday or public holiday in the State of Western Australia.

Company and ***the Company*** mean the corporation or entity specified as "Company" in the *Purchase Order* and *Particulars,* and includes its authorised representatives, predecessors, successors and permitted assigns.

Completion means the completion of the supply of the *Deliverables* in accordance with the *Contract* and *Completed* shall have the corresponding meaning.

Contract means the entire agreement between the *Parties* in respect of the *Deliverables* and is comprised of the *Contract Documentation.*

Contract Documentation means the *Purchase Order*, *Special Conditions* (if any), *Particulars*, these *Conditions* and any further documentation attached or referred to therein in relation to the *Deliverables*.

Date for Commencement means the date(s) and/or time(s) on which the *Deliverables* are to commence being delivered and/or provided to/at the *Deliverables Location*, as specified in the *Particulars* or as otherwise *Directed* by the *Company*.

Date for Completion means the date(s) and/or time(s) on which the *Deliverables* are to be delivered and/or provided to/at the *Deliverables Location*, as specified in the *Particulars* or as otherwise directed by *the Company*.

Defective means:

a) in relation to *Goods*: *Goods* which are not in accordance with the *Contract* or *Goods* failing to perform at a satisfactory level for the *Company's* purposes or in accordance with the level of performance typically expected of goods of a similar specification; and
b) in relation to *Services* and *Professional Services*: *Services* and/or *Professional Services* which are not in accordance with the *Contract*, are not of the standard expected of a competent professional supplier experienced in providing the same or similar services or are not in accordance with any reasonable *Direction* by the *Company*;

and *Defect* shall have the corresponding meaning..

Deliverables means *Goods, Services*, *Professional Services* ordered by *the Company* under the *Contract* including*:*

a) all *Goods, Services*, *Professional Services* set out in the *Purchase Order* and *Particulars* and includes the *Works* and any scope of work and/or specifications in the *Contract*; and
b) all goods, services and/or professional services, responsibilities, and functions not specifically described in the *Contract* but which are incidental to, or otherwise necessary for *the Vendor* to provide *Goods, Services Professional Services* under the *Contract*;

as specified in the *Contract Documentation*.

Deliverables Location means the location specified in the *Particulars*, or as otherwise *Directed* by *the Company*, to where *the Vendor* must provide the *Completed Deliverables.*

Direction means a direction, decision, demand, determination, instruction, notice, order, rejection or requirement of *the Company* and *Directed* shall have the corresponding meaning.

Excusable Delay means an act or omission of *the Company* or *the Company's Personnel* (other than an act or omission permitted under the *Contract*); a *Force Majeure*; a suspension of performance of the *Contract* by *the Company* (except where such suspension was occasioned by an act or omission of *Vendor*); a *Variation* or any other delay as specified in the *Particulars*.

Force Majeure: means an act of God which is not due to the fault or negligence of the *Party* relying on the event, the effects of which are not able to be overcome by the exercise of reasonable care and which could not have been reasonably foreseen but does not include changes in economic or market conditions or financial hardship or rain, wind, dust and other weather conditions (including ground conditions caused by those events) whether a usual or unusual part of the local weather pattern.

Goods means the goods, materials or products and related *Works* described and specified in the *Contract Documentation* (if any) including *the Deliverables* all necessary ancillary and associated items, things or services and includes *Variations* and rectification work.

Legislative Requirements means any applicable Commonwealth, Western Australian or Local Government statutes, regulations, by-laws, orders, awards, proclamations, certificates, licenses, consents, permits, approvals, codes, standards and requirements applicable to the *Deliverables* or *Site*.

Officer means each past, present or future, director, secretary, manager or authorised representative of either *the Company or the Vendor.*

Owner means the principal under any contract in which *the Company* is the Contractor and for which the *Deliverables* are supplied and includes the *Owner's* e successors and permitted assigns and *Personnel*.

Particulars means the details set out in the *Purchase Order* under the heading Description ("*PO Description*"), the schedules attached to this document titled "Schedule of Particulars" and any further documentation attached or referred to in either, including any scopes of work, drawings, pricing and/or specifications.

Parties means *the Company* and *the Vendor* and '*Party*' means either one of them (as applicable).

Payment Claim means the claim for payment made by *the Vendor* in accordance with the *Contract.*

Price means the price specified in the *Particulars* for the *Completion* of all *Deliverables* under the *Contract* and may include details of rates, fees, pricing and quantities which provide further details as to how the price is determined.

Personnel means:

a) in relation to *the Company*, any of its employees, agents or representatives;
b) in relation to the *Owner* any of its employees, agents, contractors or representatives;
c) in relation to *the Vendor*, any of its employees, subcontractors, their subcontractors, agents and representatives involved either directly or indirectly in the provision of the *Deliverables*; and
d) in relation to a subcontractor of *the Vendor*, any of its employees, agents and representatives involved either directly or indirectly in the *Deliverables*.

Professional Services means services such as design, engineering, consultancy, agency or other such services requiring specialist expertise in a given field.

Purchase Order means a document entitled 'Purchase Order' and issued by *the Company* to *the Vendor* for the supply of *Deliverables* as described in the *Particulars*.

Purchase Order Number means reference number of the *Purchase Order* as specified in the *Purchase Order and Particulars.*

Services means the services (including any related *Works*), if any, described in the *Contract*, which *the Vendor* is or may be required to carry out under the *Contract*, and includes *the Deliverables*, *Variations* and rectification work.

Special Conditions means the special conditions (if any) set out in any attachment to the *Conditions*.

Site means any area where *Works* are to be undertaken, excluding any area under the ownership or exclusive control of the *Vendor*.

Vendor and ***the Vendor*** means the person, corporation or entity providing the *Deliverables* specified in the *Purchase Order* and *Particulars,* and includes its *Personnel*, authorised representatives, predecessors, successors, and permitted assigns.

Variation means an increase, decrease, omission or any other change to any part of the *Deliverables* or any *Works* to be supplied or performed under the *Contract*

Works means all necessary activities (including the supply of all necessary goods and materials) which *the Vendor* is required to undertake to *Complete* the *Deliverables* under and in accordance with the *Contract* together with any *Variations*, remedial work and all other work reasonably necessary for the performance of the *Contract*.

Warranty Period means the period commencing on the date of *Completion* and lasting for a period of 12 months thereafter or such other period of time as specified in the *Particulars.*

2. INTERPRETATION

2.1 These *Conditions* will apply whenever *the Company* issues a *Purchase Order*.

2.2 Each *Purchase Order* accepted by *the Vendor* in accordance with Clause 2.3 give rise to a separate *Contract* between the *Parties*.

2.3 The *Purchase Order*, *Contract Documentation* and the *Contract* will be deemed to have been unconditionally accepted by *the Vendor* upon the earlier of written and/or verbal communication from the Vendor acknowledging receipt of the *Purchase Order* or the commencement of any *Works* by *the Vendor.*

2.4 A written P*urchase Order*, bearing a *Purchase Order Number* and issued by *the Company* to *the Vendor*, is the only form which is recognised by *the Company* as authority for *the Vendor* to charge for the *Deliverables*.

2.5 This *Purchase Order* expressly supersedes any terms contained in *the Vendor's* quote, tender, order acceptance (whether provided before or after the date of this *Purchase Order*) or other standard conditions of supply of *the Vendor.*

2.6 For the purposes of this Clause 2.6 "Party" or "Parties" as context requires, means: *the Company*, *the Vendor* and any Officer. This *Purchase Order*, the *Conditions* and the *Contract* supersede all prior commitments, contracts, agreements, credit applications, securities, charges, guarantees and writings with respect to and/or between the Parties ("Previous Agreements"). All Previous Agreements will have no further force or effect, and any Party to Previous Agreements will have no further rights or obligations thereunder.

2.7 If *the Vendor* discovers any inconsistency between the *Contract Documentation*, *the Vendor* shall immediately notify *the Company*. In the case of any such inconsistency, the order of precedence of documents shall be as such appear in the definition of *Contract Documentation*. In the event of any ambiguity within the *Contract Documentation, the Company* shall *Direct the Vendor* as to the interpretation to be followed in the provision of the *Deliverables*. There shall be no *Variation* by reason of such a *Direction.*

2.8 If any provision or part of the *Conditions* or *Contract* shall be, or become unenforceable, void or invalid (as the case may be) such provision or part thereof shall not affect and shall be deemed to be severed from the remainder

of *Contract* which shall be or shall continue to be fully enforceable and valid

2.9 The *Contract* is governed by the laws of the State of Western Australia. The *Parties* agree to submit to the non-exclusive jurisdiction of the courts of the State of Western Australia.

3. QUALITY AND WARRANTY

3.1 *The Vendor* warrants and represents that:

(a) *the Company,* will have ownership and quiet possession of the *Deliverables* free of any charge, lien, encumbrance or any other interest by a third party (including all security interests under the Personal Property Securities Act 2009 Cth);

(b) the *Deliverables* are of the type that are supplied within *the Vendor's* ordinary course of business to supply and that it has and will apply the necessary skills, experience and expertise to supply the *Deliverables*;

(c) the *Deliverables* are free from *Defects* for a period of not less than the *Warranty Period*;

(d) the manufacture, sale or use of the *Deliverables* does not and will not infringe any patent, copyright, trademark or trade secret or any other industrial or intellectual property right conferred on any person by a law of Australia or any other country;

(e) that it shall comply with all *Directions* of *the Company* in relation to the *Deliverables* and

(f) the *Deliverables* have been supplied by *the Vendor* with a strict regard to, and in compliance with, all applicable *Legislative Requirements* including anti-bribery and anti-corruption laws, anti-slavery, human trafficking. The Vendor shall promptly furnish evidence and provide assistance to *the Company* if requested in relation to such.

3.2 Where the *Contract* relates to *Goods* in particular, *the Vendor* represents and warrants to *the Company* that the *Goods*:

(a) are new, of merchantable quality, free from *Defects*, are fit for the purposes for which *the Company* requires them and are in accordance with the requirements of the *Contract* (including quality, quantity and description);

(b) are in accordance with all applicable Legislative Requirements, Australian Standards, Main Roads Western Australia Specifications (where applicable), and the standards laid down by any applicable standards' association, Authority or other body establishing conditions of quality or merchantability in relation to the Good;

(c) will be capable of operating satisfactorily and safely in the environment to which they will be exposed; and

4. PACKAGING AND DELIVERY

4.1 *The Vendor* must suitably pack and transport all *Deliverables* in accordance with relevant transportation and safety requirements and comply with any relevant packaging or delivery specifications notified or *Directed* by *the Company*

4.2 Containers, materials and labour required to provide compliant packaging and delivery shall be included in the *Price* and all containers and packing materials become the property of *the Company*.

4.3 On the *Date for Completion*, *the Vendor* (unless otherwise directed by *the Company*), at its expense, shall promptly unload the *Deliverables* at *the* area(s) of the *Deliverables Location* as directed by *the Company*. *The Company* will provide suitable and safe access for delivery vehicles used by *the Vendor* at all times.

4.4 At the time of delivery, *the Vendor* shall have the delivery docket signed by *the Company's* representative, stating the time and date of delivery. Signed delivery dockets will be evidence of delivery only and will not constitute or be deemed to constitute acceptance of the *Deliverables* by *the Company*.

5. INSPECTION AND ACCEPTANCE

5.1 *The Vendor* must conduct all inspections and tests in strict accordance with requirements of the *Contract*.

5.2 *The Vendor* must ensure that *the Company* has the opportunity to inspect, test, and witness any test of the *Deliverables* wherever they may be located. No inspection or testing, nor the results of the inspection or testing by *the Company* will in any way relieve or reduce the obligations of *the Vendor* to *the Company* under the *Contract* or otherwise.

5.3 *The Company* may require *the Vendor* to provide evidence acceptable to *the Company* that the *Deliverables* are in accordance with the *Contract* and *the Vendor* must provide such evidence.

5.4 If inspections, examinations or tests show *Deliverables* are *Defective*, the costs incurred by *the Company* in conducting these inspections, examinations and tests will be a debt due from *the Vendor* to *the Company*.

6. DEFECTS

6.1 If, at any time during the *Contract* (including the applicable *Warranty Period*), it is apparent to *the Company* that any of the *Deliverables* are *Defective*, *the Company* may, at its sole discretion:

(a) reject the *Deliverables* (in whole or in part);

(b) accept the *Deliverables* (in whole or in part) and reduce or extinguish the *Price* to reflect the reduction in value of the *Deliverables*;

(c) *Direct the Vendor* to rectify any *Defects* in the *Deliverables* within a period of time determined at *the Company's* discretion;

(d) *Direct the Vendor* to replace the *Deliverables* that are *Defective* within a period of time determined at *the Company's* discretion;

(e) withhold any payment due to *the Vendor*; and/or;

(f) exercise any other right (including to claim damages).

6.2 In the event that *the Vendor* fails to comply with such a *Direction* within the time specified by *the Company*, then *the Company* may have the work of rectification, removal and/or replacement carried out by a third party(ies) and all costs arising thereof will immediately become a debt due and payable by *the Vendor* to *the Company* upon demand.

6.3 If *the Vendor* rectifies or replaces *Deliverables* that are *Defective*, the replaced or rectified *Deliverables* are subject to same *Warranty Period* as the original *Deliverables* from the date of replacement or rectification.

7. RISK TITLE AND PROPERTY

7.1 Title to the *Deliverables* passes to *the Company* on the earlier of the first date on which *the Company* makes a payment in respect of the *Deliverables* or upon delivery to and acceptance by *the Company*. The risk of any loss or damage to the *Deliverables*, or any part thereof, shall remain with *the Vendor* until delivery to, or acceptance by, *the Company*, whichever is the later.

8. PRICE & GST

8.1 The *Price* and/or each rate making up the *Price* is fixed and exclusive of GST (unless stated otherwise). Unless expressly stated in the *Contract*, no other sums, fees or charges will be payable in relation to the *Deliverables*, or in relation to the *Contract* generally.

8.2 In this clause GST means GST within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (as amended) ("GST Law") and terms which are defined in that Act have the same meaning as those terms have in that Act.

8.3 *The Vendor* warrants that it is registered for GST in accordance with the GST Law.

8.4 In addition to any payment obligation of *the Company* for a taxable supply in connection with the *Contract*, *the Company* must pay to *the Vendor* the GST payable by *the Vendor* on any taxable supply under the *Contract*.

9. PAYMENT

9.1 *The Vendor* must submit to *the Company* one *Payment Claim* on the last day of each month for *Works* undertaken and *Deliverables Completed* during that month. Any *Payment Claim* submitted earlier than the last day of the month is deemed to be submitted on the last day of the month.

9.2 Each *Payment Claim* must:

(a) contain sufficient detail for *the Company* to calculate the amount owing;

(b) be provided in a format approved by *the Company* (including reference to the *Purchase Order Number*) and constitute a valid tax invoice in accordance with the GST Law;

(c) include all supporting documentation; and

(d) be submitted electronically to the address specified in the *Particulars.*

9.3 The amount payable by *the Company* to *the Vendor* in relation to each *Payment Claim* is calculated as follows:

(a) if the *Price* provides rates, by applying the rates to the quantities of *Deliverables Completed* and *Works* undertaken by *the Vendor* in accordance with the *Contract*, as measured by *the Company*;

(b) otherwise, by valuing *Deliverables Completed* and *Works* undertaken to the date of the *Payment Claim* (as a proportion of the *Price*); and

(c) by adding or subcontracting any other amounts due from one *Party* to the other under the *Contract*.

9.4 *The Company* shall make a determination of the amount payable within 14 days from the receipt of t*he Vendor's Payment Claim* and inform *the Vendor* as to whether it has been accepted or has been (wholly or partially) rejected. If it is the later, *the Company* shall provide reasons why the *Payment Claim* has been (wholly or partially) rejected. Any undisputed amounts shall be paid in accordance with clause 9.6.

9.5 *The Vendor* shall issue a tax invoice to *the Company* that corresponds with *the Company's* determination referred to in Clause 9.4. *The Company* is entitled to return to *the Vendor* unpaid, any tax invoice that fails to fully comply with the *Contract* and *the Vendor* must submit a replacement tax invoice which complies with the *Contract* before it is entitled to payment.

9.6 Unless otherwise agreed in writing, *Aus Safesign and Products Pty Ltd* shall pay approved tax invoices within thirty (30) days end of month (EOM) from the invoice date. All invoices must reference a valid Purchase Order number. *Aus Safesign and Products Pty Ltd* reserves the right to withhold payment of any disputed amount until the dispute has been resolved.

9.7 Following the *Completion* of the *Deliverables*, *the Vendor* will submit its final *Payment Claim* and releases *the Company* from any liability to make any other payments (other than the final *Payment Claim* as assessed) to *the Vendor*.

9.8 Payment for the *Deliverables* does not constitute acceptance of the *Deliverables* but is a payment on account only.

9.9 In addition to any other rights it may have under the *Contract* or otherwise, *the Company* may deduct from or set-off against any monies due or that become due to *the Vendor* (including any *Payment Claim*):

(a) all costs, damages and expenses which *the Company* may have paid for or incurred or is likely to pay or incur in connection with the *Deliverables* for which *the Vendor* is liable and which remain unpaid by *the Vendor*; and

(b) all debts owed by the Vendor to the Company and which remain unpaid on any account whatsoever.

10. LIABILITY AND INDEMNITY

10.1 *The Vendor* indemnifies and will keep indemnified *the Company* and the *Owner* and their respective *Personnel* against all:

(a) loss or damage to property arising out of, or related to, in any way to the *Work* and *Deliverables* under the *Contract*;

(b) loss or damage resulting from death or personal injury arising out of, or

resulting from, any act, error, omission, default or neglect of *the Vendor,* or *the Vendor's Personnel*, including any breach of any one or more warranties under the *Contract*;

(c) third party claims arising out of, or related to, in any way, the *Work* and *Deliverables* under the *Contract*; and

(d) failure by *the Vendor,* or *the Vendor's Personnel*, to comply with any Legislative Requirement and the payment of taxes required by *Legislative Requirements* in accordance with the *Contract*;

except to the extent that any liability, loss or damage is caused by the sole negligence of *the Company.*

10.2 Subject to subclause 10.4, the maximum liability of one *Party* to the other under the *Contract* is the greater of the:

(a) *Price*

(b) proceeds (if any) of any relevant insurance coverage required to be maintained under the *Contract*.

10.3 For the purposes of this subclause10.3 "Consequential Loss" means loss of profit, loss of revenue, loss of anticipated savings, loss of production and loss of business opportunities. Subject to subclause 10.4, neither *Party* shall be liable to the other for Consequential Loss.

10.4 The limitations referred to in subclauses 10.2 and 10.3 will not apply with respect to liability arising from, or connected with, any or all of the following:

(a) liability for any infringement of confidentiality or intellectual property rights;
(b) liquidated damages;
(c) amounts recovered under *the Vendor's* insurance policies;
(d) third party claims relating to damage to, or destruction or, any property;
(e) the cost of rectifying defects in the *Works*;
(f) death or personal injury;
(g) fraud or fraudulent misrepresentation;
(h) any wilful misconduct;
(i) a breach of applicable legislative requirement; and
(j) liability for which a party cannot by applicable law contract out of.

10.5 The provisions of this clause will survive the expiration or termination of the *Contract.*

11. INSURANCE

11.1 *The Vendor* must, prior to commencing the supply of the *Deliverables* and for as long as it has obligations outstanding in connection with the *Deliverables*, effect and maintain all necessary insurance cover for all risks arising out of the performance of its obligations under the *Contract* including:

(a) public and products liability with a limit of cover of not less than the amount specified in the *Particulars* in relation to liability arising out of personal injury, death, disease or illness or liability to third parties for loss or damage to property caused by or in connection with the *Deliverables* or otherwise in relation to *the Vendor's* performance of the *Contract*;

(b) Workers' Compensation insurance covering liability arising out of death of or injury to persons employed (or deemed to be employed) by the Contractor in connection with the Services (including liability under any applicable Workers Compensation legislation and at Common Law). The Workers' Compensation policy must comply with all statutory requirements including providing compulsory statutory Workers' Compensation benefits and provide Common Law liability (including industrial disease) to a limit of not less than $50 million in relation to any one occurrence and unlimited as to the number of occurrences. Unless precluded by law, the policy must include a Principal's Indemnity extension for both Workers' Compensation act benefits and Common Law, naming the Company and its related entities and include a waiver of subrogation in favour of the Company and its entities;

(c) if *the Vendor* is responsible for transporting the *Goods* or any other items, transit insurance covering damage to *Goods* and any other items to be incorporated or used in relation to the *Deliverables*, while in transit;

(d) if *the Vendor* is undertaking *Works* on *Site*

i. insurance that provides cover in respect of loss, theft, damage or destruction of the plant and equipment under the ownership or control of *the Vendor* to a value of at least the amount specified in the *Particulars*;

ii. insurance cover in relation to motor vehicles in respect of liability to third parties for personal injury, death, disease or illness (including mental illness) or liability to third parties for loss of or damage to property with a of at least the amount specified in the *Particulars*;

(e) if *the Vendor* provides any *Professional Services*, professional indemnity insurance that provides a limit of cover of at least the amount specified in the *Particulars* per event covering any liability of *the Vendor* in respect of a breach of duty owed by *the Vendor* in the course of the performance of *the Vendor's* business or profession, whether as a result of contract, negligence or otherwise.

11.2 Before commencing the supply of the *Deliverables*, *the Vendor* must provide to *the Company* relevant certificates of currency of insurance procured by *the Vendor. The Vendor* must also provide *the Company*, immediately upon request to do so, certificates of currency to evidence the continued existence of the policies required to be procured by *the Vendor*.

11.3 *The Vendor* must notify *the Company* immediately if any incident occurs that is likely to give rise to a claim under any policy of insurance effected by *the Vendor* under the *Contract* and must keep *the Company* fully informed of all subsequent developments regarding such claim.

11.4 Compliance with all provisions relating to insurance is a condition precedent to payment. *The Company* shall not be in breach of the *Contract* should payment be delayed or withheld due to *the Vendor's* non-compliance with such provisions.

12. SITE

12.1 Should the nature of the *Deliverables* or *Works* require *the Vendor* or its *Personnel* to attend *Site, the Vendor* shall ensure full compliance with all *Legislative Requirements* and all policies, standards, rules and procedures in place at *Site* from time to time including those of the *Owner*, *the Company* and *the Vendor* (as approved by *the Company*).

12.2 *The Vendor* acknowledges that it will not have exclusive possession of any part of *Site* and will only be granted access to *Site* to the extent necessary for the performance of the *Works* and *Deliverables*. *The Vendor* must cooperate and coordinate its performance of the *Contract* with *the Company*, other contractors and persons on *Site* and shall use its best endeavours not to impede or interfere with other work in progress on *Site*. *The Vendor* shall have no entitlement to make any claim for compliance with this clause.

12.3 *The Company* may, in its absolute discretion, object to any the granting of access to *Site* to any of *the Vendor's Personnel* at any time.

12.4 *The Vendor*'s working days and working hours applicable to its access at Deliveries during normal business hours unless otherwise agreed..

13. TIME AND DELAY

13.1 *Time is of the essence in respect of the Vendor's obligations under the Contract.*

13.2 *The Vendor must immediately notify the Company in writing upon becoming aware of any circumstance that may delay the supply of the Goods or Services.*

13.3 The notice must include:

(a) the cause of the delay;
(b) the anticipated duration of the delay; and
(c) the steps being taken by the *Vendor* to minimise the delay

13.4 Notification of a delay does not relieve the *Vendor* of its obligations under the Contract and does not entitle the Vendor to any additional payment.

13.5 *The Company* may, at its discretion, grant an extension of time where the delay is caused by:

(a) an act or omission of the Company; or
(b) circumstances beyond the reasonable control of the *Vendor.*

14. VARIATIONS

14.1 *The Vendor* shall not vary the *Deliverables* without the prior written consent of *the Company*.

14.2 *The Company* may, at any time, issue a *Variation* and *the Vendor* must perform the *Variation*. T*he Vendor* must provide an estimate of the cost of the *Variation* and the impact on the *Date for Completion* within the period specified in the *Particulars*.

14.3 If *the Vendor* considers that a *Direction* from *the Company* is a *Direction* for a *Variation* but which does not comply with the formal requirements of a *Variation*, in order to have any entitlement arising from the *Direction*, *the Vendor* must, within two (2) *Business Da*ys of the Direction, and before commencing work pursuant to the *Direction*, notify *the Company* in writing that *the Vendor* considers the work is a *Variation* together with an estimate of the cost of the *Variation* and the impact on the *Date for Completion*.

14.4 Where *the Company* issues a *Variation*, the *Price* will be altered by an amount calculated by *the Company* in the following order or priority:

(a) to the extent that the parties have agreed the amount of the alteration, then the amount agreed;

(b) to the extent that this *Contract* provides for the amount of the alteration, then that amount;

(c) to the extent that the rates contained in this *Contract* apply, by applying those rates to the quantities properly supplied in accordance with this *Contract*;

(d) failing any of the above being applicable, then by the amount reasonably assessed by *the Company*.

14.5 To have any entitlement to any extra payment or for an EOT as a consequence of performing a *Variation the Vendor* must strictly comply with the requirements of this clause 14. *The Vendor's* failure to comply in every respect with the requirements of this clause 14 shall constitute an irrevocable waiver by *the Vendor* of any claim arising out of the alleged *Variation*.

14.6 *The Company* may omit any part of the *Deliverables* for the purpose of having that part of the *Deliverables* executed either by itself or by another Subcontractor. In determining the deduction to *Price* to be made for *Deliverables* or *Works* which are omitted from the *Contract*, the deduction shall include a reasonable amount for profit and overheads.

15. SUSPENSION

15.1 *The Company* may, at any time, suspend the performance of part or all of the *Contract* by giving *the Vendor* written notice. *The Vendor* shall cease all *Works* on the suspended portion of the *Contract* at the prescribed time but shall continue to perform any part of the *Contract* which is not suspended and take such actions as may be necessary to protect the *Works* affected by the suspension.

15.2 *The Company* may, at any time, authorise the resumption of all or any part of the *Contract* by giving written notice to t*he Vendor* specifying the part of the Contract to be resumed and the effective date of the resumption. The Vendor shall resume the suspended parts of the Contract in the shortest possible practicable time after receipt of such notice.

16. DEFAULT AND TERMINATION

16.1 *The Company* may (by written notice to *the Vendor*) terminate the *Contract*, where:

(a) *the Vendor* is in material breach of any of the terms and conditions of the *Contract*;

(b) *the Vendor* is a corporation and becomes insolvent, or has an administrator, controller or liquidator appointed under the Corporations Act, or has receivers or managers appointed to it;

(c) *the Vendor* as an individual, is unable to pay its debts when they fall due or has a trustee in bankruptcy appointed; or

(d) *the Vendor* ceases or threatens to cease to carry on business.

16.2 On such termination, the rights and liabilities of the *Parties* will be the same as they would have been at common law had *the Vendor* repudiated the *Contract* and *the Company* had elected to treat the *Contract* as at an end and recover damages.

16.3 *The Company* may in its absolute discretion terminate the *Contract*, in whole or in part, for its convenience, by providing notice to *the Vendor* ("Termination for Convenience").

16.4 Upon receipt of the notice of Termination for Convenience from *the Company*, *the Vendor* must not place any further orders for *Goods* or materials or incur any further liabilities for the purposes of the *Contract* and must comply with any *Direction* contained in the notice of Termination for Convenience.

16.5 If *the Company* does issue a notice of Termination for Convenience, *the Vendor*'s sole remedy is to be paid for *the Vendor's* actual direct costs reasonably and necessarily incurred by reason of the termination (to the extent not already paid by *the Company*) and which *the Vendor*, acting reasonably, is unable to mitigate. The *Vendor* must provide *the Company* reasonable evidence of these costs and its efforts to mitigate. In any event the amount of *the Vendor's* entitlements in the event of a Termination for Convenience cannot exceed the *Price*

17. NOTIFICATION OF CLAIMS

17.1 Save where timelines are specified in the *Contract*, in which case those timelines apply, should *the Vendor* have any claim against *the Company* in respect of any matter arising out of or connected with the *Contract*, including but not limited to a breach of the *Contract*, it must give written notice to *the Company* of the claim, or its intention to make a claim within 14 days of the date *the Vendor* ought reasonably to have been aware of any such event. Any notice made by *the Vendor* under this clause must expressly state that it is a notice made under this clause.

17.2 *The Company* will not be liable for any claim by *the Vendor* in respect of any matter arising out of or connected with the *Contract* that *the Vendor* fails to notify it of in accordance with clause 17.1.

18. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

18.1 The specifications, drawings, technical instructions or any other documentation whatsoever issued to *the Vendor* by *the Company* during tendering and at the time of establishing the *Contract* will remain the property of *the Company*.

18.2 *The Vendor* hereby grants to *the Company* a non- exclusive, transferable, royalty free, irrevocable and perpetual licence (including a right to sub-licence) to use all intellectual property owned, created or used by *the Vendor* during the performance of the *Contract* for the purpose of *the Company* having the benefit of the *Deliverables*.

18.3 *The Vendor* acknowledges that the terms of the *Contract* are confidential and agrees not to disclose any information regarding the *Contract*, its existence or its terms to any third party (including by making any media release) without the express written permission of *the Company*.

18.4 *The Vendor* shall not use *the Company*'s or the *Owner*'s name or any of the information contained in the *Contract* for publicity purposes without *the Company*'s prior written consent.

19. DISPUTE

19.1 If a dispute or difference arises between *the Company* and *the Vendor* in respect of any fact, act, matter or thing arising out of, or in any way connected with the *Contract*, and a *Party* requires the dispute or difference to be resolved, then that *Party* shall promptly give the other *Party* written notice of the dispute identifying and providing details of the dispute and titled Dispute Notice ('Dispute Notice').

19.2 Notwithstanding the existence of a dispute, *the Vendor* shall continue to perform its obligations under the *Contract*.

19.3 Within 14 days of a *Party* receiving a notice referred to in clause 19.1, *the Company* and *the Vendor* and/or their delegates must meet and attempt to resolve the dispute in good faith.

19.4 If, within 14 days of the meeting referred to in clause19.3, the dispute is still not resolved, then, either *the Company* or *the Vendor* may proceed to litigation, unless an alternative dispute resolution process is mutually agreed between the *Parties*.

20. GENERAL

20.1 *The Vendor* is not to assign or subcontract the *Contract* or any part of the *Contract* without the prior written consent of *the Company*.

20.2 Notices shall be given in writing and shall be delivered by hand, pre-paid post or email to the other Party at the address specified in the *Particulars*. Notices shall be deemed to be delivered and received at the time of hand delivery or upon receipt if transmitted by recorded mail, or email, whichever is earlier.

20.3 A provision of the *Contract* can only be waived by *the Company* if the waiver is in writing signed by *the Company* or its delegated representative and does not imply agreement to any alteration of the *Contract* in any respect or waive any of *the Company*'s rights arising out of any prior or subsequent act or default.

SCHEDULE OF PARTICULARS

Item	Clause	Description	Particulars	
1.	1	*Purchase Order Number*	As per Purchase Order	
2.	1	*Company*	Name: Aus Safesign and Products Pty Ltd Address: Unit 3/10 Carbon Court, Osborne Park WA 6017 ABN: 37 688 930 976 Email: admin@asap-signs.com.au	
3.	1	*Vendor*	Name: Address: ABN: Representative: Mobile: Email:	As per Purchase Order
4.	1	*Deliverables*	As per *Purchase Order*	
5.	1 & 8	*Price*	As per *Purchase Order*	
6.	1	*Date for Commencement*	As per *Purchase Order*	
7.	1	*Date for Completion*	As per *Purchase Order*	
8.	1	*Deliverables Location*	As per *Purchase Order*	
9.	1& 6	*Warranty Period*	12 Months from *Completion*	
10.		*Address for Invoices*	**Invoices to be submitted to:** admin@asap-signs.com.au	
11.	11.1(a) 11.1(b) 11.1(c) 11.1(d) 11.1(e)	*Insurances (minimum limit of cover)* *(a) Public and Product Liability* *(b) Workers' Compensation* *(c) Freight* *(d) Motor Vehicle* *(e) Professional Indemnity (where Professional Services are supplied)*	(a) $20,000,000.00 (b) $50,000,000.00 (c) To the value of the Deliverables in transit (d) $20,000,000.00 (e) $2,000,000.00	
12.	12.4	*Deliveries during normal business hours unless otherwise agreed*	Monday to Thursday: 7:30am – 3:45pm Friday 7:30am – 12:45pm	
13.	13.1	*Time Period for Notice of Delay*	As soon as practicable after becoming aware of the delay	
14.	1	*Excusable Delay*	N/A	
15.	14.2	*Time Period of Variation Quotation*	3 Days from request by *Company*	