

Head of Supply Chain
 Transmin Pty Ltd
 33-37 Denninup Way
 MALAGA WA 6090

ACKNOWLEDGEMENT
General Terms & Conditions of Purchase (Goods & Services)

Acknowledgement			
<p>I/we acknowledge that I/we have received a copy of Transmin Pty Ltd General Terms and Conditions of Purchase (Goods and Services), and all future orders from Transmin Pty Ltd will be subject to the terms and conditions contained within unless expressly agreed to by Transmin Pty Ltd in writing.</p>			
<p>Duly authorised to sign for and on behalf of the Contractor: <small>(State full name of company or firm or trading name and if a firm or trading name state the full names of individual members.)</small></p>			
Business Name:			
Surname:		Given Name(s):	
Position Held:		Date:	
Signature:			

CHECKLIST:

- ✓ Have you put a proper registered company name as the Company Name, and NOT some business or trading name (which has no legal status)?
- ✓ Have you filled in the ABN or ACN if this Contract is being signed on behalf of a Company, and not by a Sole Trader?
- ✓ Have you put a Street address down and NOT a PO Box address?
- ✓ Have you dated this Contract?
- ✓ Has the bottom of each page been initialed?
- ✓ Have you provided copies of current workers' compensation, public liability insurance and professional indemnity insurance?
- ✓ Have you provided either a copy of a bank statement or cancelled cheque to confirm bank details?
- ✓ Have ALL pages been sent back together to Transmin Pty Ltd?

Contractor Details

Contractor Name:			
Trading Name:			
Street Address:			
Postal Address:			
Phone Number:		Fax No.	
ABN:		ACN:	
Bank Name:		Branch:	
BSB:		Acc No.	
Website:			
Director(s)	Name:		Name:
	Position:		Position:
	Mobile:		Mobile:
	Email:		Email:

Contacts

Sales	Name:		Phone:	
	Position:		Fax:	
	Mobile:		Email:	
Technical	Name:		Phone:	
	Position:		Fax:	
	Mobile:		Email:	
Accounts	Name:		Phone:	
	Position:		Fax:	
	Mobile:		Email:	
Other	Name:		Phone:	
	Position:		Fax:	
	Mobile:		Email:	

Internal Office Use Only

Contractor Approval (FC):		Date:	
NAV Contractor:		Date Entered:	
Contractor Category:			
Contractor Contract No		Terms:	
ABN Look Up:		Documentation Received:	

1. Definitions

- (a) **Company** means Transmin Pty Ltd. (ABN 19 009 244 311) of 33-37 Denninup Way, Malaga WA, 6090 and its successors and assignees
- (b) **Competition and Consumer Act** means the Competition and Consumer Act 2010 (Cth)
- (c) **Confidential information** means all information (whether of a scientific, engineering, industrial, mining, technical, business, financial nature or otherwise) communicated in whatever form, including:
 the terms and contents of this Contract;
 information relating to the business or operations of the Company;
 information relating to the customers, clients, employees, sub-Contractors of a Party or other persons doing business with that Party;
 proprietary information of the Contractor related to the Software;
 information disclosed by or on behalf of the Company to the Contractor at any time or learnt by the Contractor in carrying out the Services, including all Company supplied information;
 all information and documents designated or marked as confidential or proprietary and disclosed by or on behalf of the Company to the Contractor;
 information which the Contractor ought to know is confidential; and
 information which is by its nature confidential;
- (d) **Contractor** means the company or firm whose details whom are specially referenced, referred or assigned under Contractor details: "on a Purchase Order, expressed within Contractor Details above and its successors and assignees
- (e) **Dangerous Goods and Services** has the meaning defined within the Australian Code for the Transport of Dangerous Goods and Services by Road and Rail
- (f) **Delivery Address** means the place where the Goods are to be delivered or Services completed at; as specified by Company in a Purchase Order
- (g) **Delivery Date** means the date the Goods are to be delivered to the delivery address or the completion of Services as specified by Company in a Purchase Order
- (h) **Goods and Services** means the Goods and Services specified in the Purchase Order or otherwise supplied, performed or undertaken by Contractor pursuant to the Purchase Order
- (i) **GST** has the meaning given to that term in the GST Law
- (j) **GST Law** has the meaning given to that term in the A New Tax System (Goods and Services and Services Tax) Act 1999 (Cth)
- (k) **Incoterms 2010** has the meaning as expressed in the publication by the International Chamber of Commerce (ICC)
- (l) **Price** means the price for the Goods and Services specified in the Purchase Order, or otherwise agreed in writing between Contractor and Company
- (m) **Purchase Order** means an order placed by Company with Contractor describing the Goods and Services, Delivery Address, Delivery Date and price for the Goods and Services to be purchased on these Terms and Conditions and any special terms and conditions
- (n) **Warranty Period** means within 18 months of the Goods and Services being placed into service or 24 months from the Delivery Date, whichever occurs first

2. Supply of Goods and Services

- 2.1 Company agrees to purchase and Contractor agrees to supply Goods and Services in accordance with these Terms and Conditions.
- 2.2 These Terms and Conditions shall apply to all Goods and Services supplied by Contractor to Company, unless otherwise agreed by Company in writing.

- 2.3 These Terms and Conditions are deemed to be incorporated into all contracts for the purchase of Goods and Services by Company.
- 2.4 Where Contractor and Company are parties to a Master Supply Contract, to the extent of any inconsistency between these Terms and Conditions and that Master Supply Contract, the terms of the Master Supply Contract prevail.
- 2.5 In the event of any inconsistency between any Contractor Quote, Company Purchase Order or any other document of Contractor and these Terms and Conditions, these Terms and Conditions prevail.
- 2.6 To the extent that Contractor's terms and conditions are provided to Company with a quotation or the Goods and Services those terms and conditions will be of no legal effect and will not constitute part of any Contract to supply the Goods and Services. Any proposal by the Contractor to vary these Terms and Conditions or attempted acceptance of a Purchaser Order containing terms inconsistent with, or in addition to, these Terms and Conditions shall not be binding on Company without Company's express written Contract.

3. Ordering the Goods and Services

- 3.1 If Company provides Contractor with a request for quotation this request does not constitute an offer by Company and Company may withdraw or alter the quotation request without notice.
- 3.2 Company may request the supply of the Goods and Services from Contractor by submitting a Purchase Order stipulating the Delivery Date.
- 3.3 Contractor shall confirm acceptance of any Purchase Order and Delivery Date with Company within two (2) working days of receipt.
- 3.4 Contractor may reject a Purchase Order if it is unable to fulfil the order as requested, but must do this within two (2) working days of receipt.
- 3.5 If the Purchase Order is not rejected by Contractor within two (2) working days of receipt it is deemed accepted by Contractor and shall constitute a binding contract for the supply of the Goods and Services described in the Purchase Order by the Delivery Date on these Terms and Conditions.
- 3.6 Subject to clause 2.5, any special Terms and Conditions set out in a Purchase Order, or provisions of Clause 20 are incorporated into these Terms and Conditions.

4. Delivery of Goods and Services

- 4.1 Contractor must deliver the Goods and Services to Company by the Delivery Date and in accordance with the delivery terms specified in any Purchase Order; DDP Incoterms 2010 unless otherwise noted.
- 4.2 Time is of the essence as to the Contractor performance under this Contract. The delivery of the Goods to the Delivery Address and/or the completion of the Services must be achieved by the Delivery Date unless an extension of time has been agreed to in writing by Company.
- 4.3 Contractor to provide fortnightly reporting to the nominated Company contact, unless specifically nominated; progress status report to including photo(s), issues (if any), resolution and two (2) week look ahead.
- 4.4 If Contractor becomes aware of the likelihood of delay in delivery of the Goods and Services beyond the Delivery Date, Contractor shall notify Company in writing within forty eight (48) hours of the delay and when delivery can be anticipated. Where any such delay occurs, Company may within two (2) working days of receipt of advice of the delay at its absolute discretion either:
- (a) agree to extend the Delivery Date to a date agreed with Contractor, for the purposes of clarity any change in Delivery Date will be interpreted as a late delivery pursuant to clause 5, unless otherwise advised in writing by the company; or
- (b) seek alternative sources for the Goods and Services and cancel the Purchase Order with nil price payable to Contractor.

- 4.5 Failure by Contractor to deliver the Goods and Services by the Delivery Date without notification to Company shall also entitle Company to cancel the Purchase Order with nil cost payable Contractor.
- 4.6 Contractor must maintain sufficient material, equipment, personnel and other resources to provide the Goods and Services in accordance with Purchase Orders placed by Company.
- 4.7 The Goods and Services must be suitably packed and secured in such a manner as to reach the Delivery Address in good condition under normal terms and conditions of transport. All costs of packing, crating or other forms of securing shall be borne by Contractor.
- 4.8 Goods and Services will not be accepted on delivery unless accompanied by a packing slip identifying details of the consignment including reference to the Purchase Order number, the line number of the Purchase Order applicable to the Goods and Services delivered, Company Material / Serial number as specified in the Purchase Order and the quantity of Goods and Services delivered. All overseas Contractor's must render additional certified invoices for Australian customs purposes and negotiable bills of lading or consignment notes properly signed by the carrier must be attached to Contractor's invoices.
- 4.7 Where the Goods and Services being supplied are Dangerous Goods and Services within the meaning of the Australian Code for the Transport of Dangerous Goods and Services by Road and Rail, the Goods and Services must be clearly labelled as such and Contractor must comply in all respects with that Code, including as to packaging and transport.
- 4.8 Contractor must furnish to Company all safety information and any other information relating to Company's use of the Goods and Services including material data sheets and any specific handling or storage requirements.
- 4.9 Company reserves the right to verify the progress and proper performance of any order and to conduct any quality investigations and testing it deems advisable. The Contractor shall provide Company, and its representatives, free access to the Contractor's workshops at all times. Company will provide adequate notice of any inspections and will endeavour to use all reasonable means to avoid any disruptions to the Contractor. Any inspections done or acceptance testing done does not relieve the Contractor from its obligations to ensure that the Goods and Services conform to the technical specifications required.
- 4.10 Company relies on Contractor to ensure that the correct Goods and Services are delivered to the Delivery Address in accordance with Purchase Orders placed, or instructions given, by Company and that they are free from any defects or damage. Signed delivery documents do not mean acceptance of Goods and Services by Company but only acknowledgement of the number of packages delivered.
- 4.11 If any Goods and Services are found to be defective or damaged Company will promptly notify Contractor and hold those Goods and Services for Contractor's instructions at Contractor's risk for a reasonable period not exceeding 30 days. If no instructions are received the Goods and Services will be returned to Contractor at Contractor's risk and expense.
- 4.12 Subject to subclause 4.11, title to and property in the Goods and Services will pass to Company on payment of the Price or on delivery to the Delivery Address whichever is earlier. Risk in the Goods and Services remains with Contractor until acceptance of the Goods and Services by Company
- 4.13 Acceptance of the Goods and Services will occur:
- (a) on the date on which Company notifies Contractor in writing of acceptance; or
 - (b) if Company has not provided notification pursuant to clause 4.10, automatically on the lapsing of 30 days after delivery.
- 5.1 In the event of Contractor's delay with respect to delivery of correct non-defective Goods or Services, Company may at its discretion demand that the Contractor:
- (a) pays the Company a sum by way of liquidated damages of 2% (two per cent) of the total price to be paid under the Purchase Order per day of delay, however such liquidated damages shall not exceed a total of 20% (twenty per cent) of the total price of the Purchase Order in question,
 - (b) immediately delivers, i.e. via the fastest means of transportation, at the cost of the Contractor (airfreight included); and/or
 - (c) agrees to receive and goods not complying with those described in the Purchase Order at Contractor's risk and expense, If Company has incurred any costs (including costs of rectification to fix defective goods) which can be directly attributable to the Contractor's delay in respect of delivery of correct and non-defective Goods and Services, for which those costs exceed the sum of liquidated damages that Company can recover from the Contractor, then at the Company's discretion, Company can recover from the Contractor the costs incurred in lieu of the Liquidated Damages.
- 5.2 The Parties agree that the Liquidated Damages are a fair and reasonable pre-estimate of the damages likely to be sustained by Company if Delivery of Goods or completion of Services is not achieved by the specified Delivery Date.
- 5.3 Material breach. Any failure or delay in delivery of correct and non-defective Goods or Services, including partial delivery or breach of Contractor's Warranties shall be considered a material breach of the Purchase Order and entitle Company to terminate the Purchase Order with no prior notice.
- 5.4 If Company terminates a Purchase Order pursuant to subclause 4.4, 4.5 or clause 14, Company's sole liability to Contractor, and Contractor's sole and exclusive remedy, is payment for Goods and Services received and accepted by Company prior to date of termination, payment which can be set off against any damages to Company.
- 5.5 Company is reserves the right to set off from any payment which would otherwise be due to the Contractor under this Contract.
- 5.6 To the extent that any portion of this Purchase Order is not terminated pursuant to subclause 4.4, 4.5 or clause 14, the Contractor will continue performance of that portion.

6. Price and Payment

- 6.1 Company will pay Contractor the Price for the Goods and Services specified in the Purchase Order or as otherwise agreed. Unless otherwise stipulated in a Purchase Order, the Price includes all taxes, imposts, duties (except where separately stated and except GST), all freight associated charges and call out fees for the Goods and Services to be delivered to the Delivery Address.
- 6.2 No provisions for progress payments of any kind, unless specially nominated and agreed upon; outlined on Purchase Order or Master Supply Contract.
- 6.3 Contractor will invoice Company monthly for all Goods and Services delivered by Contractor to Company pursuant to Purchase Orders placed by Company in that month. Company will pay any invoice issued to it by Contractor for Goods and Services delivered in accordance with these Terms and Conditions within sixty (60) days of the end of the month (EOM) in which the invoice was received.
- 6.4 All invoices to be furnished with Company Purchase Order number, clear description and itemised line number that correlates to the Purchase Order; and invoice values to match Purchase Order line and total values; failure to comply will result in automatic rejection of Invoice.
- 6.5 Company may, on any proper and reasonable grounds, dispute any Invoice, in which case:
- (a) Company will pay the undisputed part of the Invoice (if any) within the normal payment terms and dispute the balance; and

5. Resolution

- (b) if the resolution of the dispute determines that the Company is to pay an amount to the Contractor, Company will pay that amount upon resolution of that dispute
 - (c) No interest will not be payable on any of the disputed amounts.
- 6.6 All prices are exclusive of GST. If the whole or any part of any amounts payable by Company to Contractor under this Contract is the consideration for a Taxable Supply, then Company will within sixty (60) days of the end of the month (EOM) in which the valid Tax Invoice was received from Contractor, pay to Contractor an amount equal to the GST on the Taxable Supply.

7 Contractor Staff and Sub-Contractors

- 7.1 Contractor must, in supplying the Goods and Services, not interfere with Company's activities or the activities of any other person at the Delivery Address and must comply with all lawful directions and orders given by Company's representatives. Contractor must ensure that all of its staff who enter Company's premises comply fully with Company's Code of Conduct, site rules and occupational health and safety policies and procedures, and if requested by Company will not use or allow on Company's premises any of Contractor's staff who in Company's opinion have breached any of Company's standards of conduct or occupational health and safety policies and procedures.
- 7.2 Contractor may not subcontract any of its functions or obligations under these Terms and Conditions without the prior written consent of Company, which consent will not be unreasonably withheld. If Company does consent to such subcontracting:-
- (a) Contractor must ensure that any Sub-Contractor or agent it engages in connection with these Terms and Conditions or the supply of the Goods and Services complies with these Terms and Conditions as if it were Contractor;
 - (b) Contractor remains fully responsible for the supply of the Goods and Services and must continue to comply with all of its obligations under these Terms and Conditions; and
 - (c) all acts and omissions of any sub-Contractor will be deemed acts or omissions of Contractor.

8 Warranties

- 8.1 Contractor acknowledges that where the supply of Goods and Services are 'consumer' supplies under applicable State, Territory and Commonwealth legislation including but not limited to the Competition and Consumer Act, certain statutory express and implied guarantees and warranties will be implied into this Contract (**Non Excluded Guarantees**).
- 8.2 Contractor acknowledges that nothing in this Contract purports to modify or exclude the Non Excluded Guarantees.
- 8.3 In addition to the Non Excluded Guarantees Contractor warrants that:
- (a) it has the right to sell the Goods and Services to Company on the terms set out in these Terms and Conditions, and subject to clause 4, upon payment of the Price, or delivery (whichever is the earlier) Company will have good title to the Goods and Services free and clear of all interests including security interests (Personal Property Securities Act 2009);
 - (b) it will provide the Goods and Services promptly in accordance with the Purchase Orders and by the Delivery Date;
 - (c) the Goods and Services will be packaged in a safe and adequate manner;
 - (d) the Goods and Services will comply with all applicable drawings and specifications provided by Company and any applicable Australian Standards;
 - (e) if Contractor has provided any samples of Goods and Services or demonstration of performance, the Goods and Services will be of the same nature and quality as the sample or demonstration provided;

- (f) the Goods and Services will be of acceptable quality and be fit for any particular purpose which Company has made known to Contractor;
- (g) the Goods and Services will meet all representations regarding the Goods and Services made by Contractor;
- (h) the Goods and Services will be free from defects in design, materials and workmanship;
- (i) neither the supply of the Goods and Services to Company or the use of the Goods and Services by Company shall in any way infringe any patent, trademark, copyright, industrial design or other intellectual property right of any third party.

- 8.4 Contractor further warrants that if during the Warranty Period Company gives notice to it of any defect in the Goods and Services due to materials, workmanship or breach of any of the warranties in clause 8.3 above (not being a defect or failure due to design furnished by Company), Contractor will promptly repair or replace the Goods and Services or any part of them so as to remedy the defect at its own expense. Contractor agrees to bear all costs of the repair or replacement including removal and transportation costs from and to the nominated location, labour costs and costs of replacing or repairing the Goods and Services or any part of them.
- 8.5 Clause 8.4 will apply to any Goods and Services repaired or replaced until the end of the period equal to the Warranty Period from the date of repair or replacement, claims made under this Warranty Period shall suspend the Warranty Period until the Contractor has remedied the default.
- 8.6 If Contractor does not remedy a defect notified to it by Company within a reasonable period in accordance with the warranty in clause 8.4, Company may:
- (a) elect to either undertake the repair itself or have a third party undertake the repair, in which case Contractor must reimburse Company for this cost; or
 - (b) require Contractor to grant a full or partial refund or credit in place of repair or replacement of the defective Goods and Services.
 - (c) Company is reserves the right to set off from any payment which would otherwise be due to the Contractor for subclause 8.6 (a) and (b).

9 Indemnities

- 9.1 Contractor indemnifies Company from and against all liabilities, losses, damages, costs (including legal costs on an indemnity basis) or expenses incurred or suffered by Company and from and against all actions, proceedings, claims or demands made against Company, caused by any of:
- (a) a breach by Contractor of the warranties in clause 8;
 - (b) a breach by Contractor of any other of these Terms and Conditions;
 - (c) any negligent act or omission or breach of duty by Contractor;
 - (d) any defect in the Goods and Services (or any part of them) supplied by Contractor;
 - (e) Contractor's failure to:
 - (i) adequately provide safety information relating to the Goods and Services;
 - (ii) comply with any laws, rules, standards or regulations applicable in relation to the Goods and Services or the use of the Goods and Services;
 - (iii) take any reasonable precaution to detect any matters to which Company may become liable, for example under the Competition and Consumer Act.

10 Liability

- 10.1 Contractor is liable for all liabilities and losses incurred by Company in connection with a demand, action, arbitration or other

proceeding, arising directly or indirectly as a result of or in connection with:

- (a) a breach by Contractor of any representation, warranty or guarantee provided in these Terms and Conditions or implied by law; or
 - (b) a breach or non-performance of any obligation of Contractor under these Terms and Conditions, whether express or implied.
- 10.2 In no event will Company be liable for any special, indirect or consequential loss or damage (including but not limited to loss of actual or anticipated profit, business interruption and loss of revenue) arising out of or in connection with these Terms and Conditions or any Purchase Order.
- 10.3 Company's liability on any claim of any kind for any loss or damage arising out of or in connection with these Terms and Conditions shall in no case exceed the price applicable to the Goods and Services ordered pursuant to these Terms.

11 Confidentiality and Intellectual Property

- 11.1 Each party will keep confidential all information provided to it by the other party or concerning the other party (and which it acquires in the course of exercising its rights or performing its obligations under these General Terms and Conditions of Purchase), other than information which is in the public domain or comes into the public domain through no act of the receiving party.
- 11.2 Without limiting the generality of clause 11.1, Contractor must:
- (a) keep confidential all confidential information provided to it by Company;
 - (b) not disclose those drawings or specifications to any third party or use them for Contractor own advantage or gain;
 - (c) use its best endeavours to prevent unauthorised use, reproduction, or disclosure of the drawings and specifications and other confidential information of Company;
 - (d) restrict access to those drawings, specifications, and other confidential information of Company to those of its employees who need access to those drawings and specifications and that confidential information for the purposes of fulfilling Contractor supply obligations to Company;
 - (e) not use the confidential information in a manner likely to cause loss or harm to Company;
 - (f) establish and maintain effective security measures to prevent unauthorised access to Company confidential information and promptly inform Company of any unauthorised access or use;
 - (g) execute Company Confidentiality Contract for Contractors on Company's request.
- 11.3 Any confidential information (such as written material, tooling or drawings) supplied by Company to Contractor shall remain the property of Company and subject to Company's copyright and shall not be copied or used for any purpose other than performing Contractor's obligations under the Contract. Contractor shall promptly return or destroy all confidential information supplied by Company when requested by Company.
- 11.4 Contractor acknowledges and agrees that the above restraints are no more than are reasonably necessary in all the circumstances to protect the confidential information of Company.
- 11.5 To the extent that clause 10 of these Terms and Conditions is inconsistent with the provisions of any Confidentiality & IP Contract signed between Company and Contractor, the terms of any such Confidentiality Contract shall prevail.

12 Insurance

- 12.1 Contractor must at its own expense maintain the following insurances:
- (a) product liability insurance in accordance with prudent business practice which provides at least \$20,000,000 cover per

occurrence for each and every claim made in accordance with the terms of the policy;

- (b) workers compensation (including occupational diseases where required by law) and employer's indemnity insurance which complies with the relevant laws covering all claims and liabilities under any statute and at common law (where applicable) for the death of or injury to any person employed by Contractor or any of its Sub-Contractors in connection with these Terms and Conditions;
 - (c) public liability insurance which provides at least \$20,000,000 cover per occurrence for loss or damage to property and the death of or injury to any person; and
 - (d) motor vehicle insurance, covering all mechanically propelled vehicles that are used in connection with the supply of Goods and Services or services to Company including insurance that is compulsory under applicable laws governing the use of motor vehicles and liability for personal injury and death and liability insurance for third party property damage with a sum insured of not less than \$10,000,000 per occurrence.
- 12.2 Contractor must prior to commencing delivery of the Goods and Services provide Company with copies of the insurance policies required by subclause 12.1 above and on each occasion of insurance renewal must provide Company with written evidence of the renewal and currency of those policies.

13 Force majeure

- 13.1 Neither party shall be liable for any delay or default in the performance of its obligations under these Terms and Conditions caused by circumstances beyond its reasonable control, including but not restricted to acts of God, perils of navigation, fire, hostilities, war, hijack, blockade, labour disturbance or strikes (other than by the employees of the party affected), riots, armed robbery, insurrections, civil commotion, earthquakes and accidents, and in any of the events mentioned above, the parties shall, for the duration of such event, be relieved of any such obligation under these Terms and Conditions as is affected by the said event provided that that party shall use its best efforts to cure such event (if curable) and to comply with its obligations and as soon as any such event ceases to affect the performance of each of its obligations use its best efforts to resume compliance with such obligations.

14 Termination

- 14.1 Company may terminate any Purchase Order by written notice to Contractor:
- (a) if Contractor breaches any of these Terms and Conditions and fails to rectify such breach within 14 days of being required in writing to do so;
 - (b) if Contractor commits repeated breaches of any of these Terms and Conditions;
 - (c) if an order is made or an effective resolution is passed for the winding up of Contractor (other than for the purposes of a solvent reconstruction or amalgamation);
 - (d) if a receiver or official manager is appointed of Contractor or Contractor's property or assets or any part them;
 - (e) if Contractor enters into any other form of insolvency administration; or
 - (f) for its sole convenience.
- 14.2 In the event of Company providing Contractor with a notice of termination, Contractor shall immediately cease all work, and shall immediately cause any of its agents or Sub-Contractors to cease work. Contractor will be liable to Company only for conforming Goods and Services delivered prior to the notice of termination. Contractor will not be paid for any work done or costs incurred by Contractor, its agents or Sub-Contractors including the cost of raw materials following receipt of a notice of termination.

14.3 Any termination of a Purchase Order shall be without prejudice to the rights of Company against Contractor which may have accrued up to the date of termination.

15 Assignment

15.1 Neither party may assign any of its rights or obligations under this Contract without the prior written consent of the other party.

16 Waiver

16.1 No failure to exercise and no delay in exercising any right, power or remedy under this Contract will prevent the exercise of the right, power or remedy. A single or partial exercise of any right, power or remedy by a party will not prevent any other or further exercise of that or any other right, power or remedy.

17 Governing law

17.1 This Contract shall be governed by the laws of the State of Western Australia and each party submits irrevocably to the non-exclusive jurisdiction of the courts of Western Australia and where applicable the courts of the Commonwealth of Australia courts competent to hear appeals from those courts.

18 Dispute Resolution

18.1 If a difference or dispute between the parties arises in connection with the subject matter or interpretation of this Contract, including a dispute concerning a claim in tort, under statute or on any other basis in law or equity available under the law governing the Contract ('Dispute'), either party may by hand or registered post give the other party written notice of the dispute identifying and providing details of the dispute and titled Dispute Notice ('Dispute Notice').

18.2 Within seven (7) days' of receipt of a Dispute Notice, representatives of the parties having authority to bind the parties shall confer to seek to resolve the Dispute or agree on a method of doing so and whether that method shall be binding. If a resolution or method of resolution has not been agreed within twenty one (21) days of the receipt of the Dispute Notice, the General Manager of the parties shall confer for the same purpose as the parties' representatives. All aspects of such conference(s) shall be privileged.

18.3 Neither party may institute legal proceedings in respect of any Dispute unless a Dispute Notice in respect thereof has first been given and then only after a period of twenty eight (28) days from receipt of such Dispute Notice has elapsed.

19 Personal Properties Security Act

19.1 In this clause 19 words and expressions which are not defined in these Conditions but which have a defined meaning in the PPSA have the same meaning as in the PPSA.

19.2 The Contractor acknowledges that Company has a purchase money security interest in the Goods including, but not limited to, where Company has paid the Contractor (in whole or in part) for the Goods prior to delivery.

19.3 The Contractor acknowledges that if Company has rights and interest in proceeds derived from the Goods such rights and interests constitute a security interest in such proceeds.

19.4 Company may register any security interest on the PPSA register in any manner it chooses (including by registering one or more financing statements in relation to its interest in the Goods, with such expiry dates as Company determines in its absolute discretion). The Contractor must provide Company with any information it requires for the purposes of giving effect to such registration.

19.5 For the purposes of section 157(3) of the PPSA, the Contractor irrevocably and unconditionally waives its right to receive any notice from Company in connection with the registration of a financing statement or a financing change statement in respect of the Goods.

19.6 If section 95 or chapter 4 of the PPSA would otherwise apply to the enforcement of any security interests then those provisions are excluded, to the extent possible.

19.7 The Contractor must take any steps (including provide information) Company reasonably requires to perfect or otherwise ensure the enforceability and priority of any security interest.

19.8 Neither the Contractor nor Company will disclose information of the kind described in PPSA section 275(1), unless section 275(7) of the PPSA applies.

19.9 Until Company's security interest (whether perfected or not) is satisfied, the Contractor agrees not to cause or allow a security interest of higher priority to be created in the Goods. If the Contractor breaches this subclause, the Contractor shall indemnify Company for any cost, expense, loss or damage suffered.

20 Special Conditions

20.1 The Special Conditions outlined below take priority and precedence over the General Terms and Conditions of Purchase (Goods and Services) provisions.

Insert any Special Conditions or amendments to the conditions / standard terms and conditions of purchase here, ensuring applicable clause and or subclause is referenced.