

STANDARD PURCHASE CONDITIONS

1. THE CONTRACT

1.1 Term

The Contract:

- (a) commences on the earlier of the Contractor accepting the Purchase Order or commencing the Supply, and subject to clause 25(c), continues until the earlier of the expiry of the Defect Liability Period or termination in accordance with these Conditions (**Term**); and
- (b) comprises the Purchase Order, these Conditions and any other document stated in the Purchase Order as part of the Contract and no other contract terms sought to be imposed by the Contractor, either verbally or in writing, prior or subsequent to the acceptance of the Purchase Order, will apply.

1.2 Interpretation

Clause 28 contains the definitions and rules of interpretation, which apply to the Contract.

2. AGREEMENT TO SUPPLY

- (a) The Contractor must carry out the Supply by the Delivery Date/s in accordance with the Contract. If any delay in performing the Supply occurs or is reasonably foreseeable, the Contractor must immediately notify CleanCo of the cause and anticipated length of the delay.
- (b) Unless otherwise specified in the Purchase Order, the Contractor must supply all Constructional Plant, consumables, materials and licences/approvals (including for any importation in connection with the Supply) necessary for the performance of the Supply, and the Contractor warrants that all supplied consumables and materials must be:
 - (i) of the best merchantable quality available and fit for their intended purpose;
 - (ii) free from Defects;
 - (iii) free of all liens, charges and encumbrances; and
 - (iv) otherwise compliant with all warranties referred to in the Contract and implied at law.
- (c) Unless otherwise specified in the Purchase Order, the Price is fixed and inclusive of all taxes (excluding GST), stamp duty, delivery, handling, courier and postage fees and the matters identified in clause 2(b).

3. HEALTH, SAFETY AND ENVIRONMENT

3.1 Contractor's obligations and acknowledgments

The Contractor:

- (a) acknowledges that CleanCo is committed to eliminating work related injuries and occupational illnesses and protecting the environments and communities in which it operates with a view to achieving 'Zero Harm'; and
- (b) and the Contractor's Personnel, must comply with:
 - (i) CleanCo's Corporate Policies as provided to or disclosed to the Contractor prior to entering this Contract or as amended, updated or replaced from time to time as agreed between the parties, as if the Contractor were bound by those policies (or the Contractor's own policies, provided they do not require a lesser standard than CleanCo's Corporate Policies); and
 - (ii) the HSE Requirements if required under clause 3.2.
- (c) CleanCo may notify the Contractor of any changes to CleanCo's Corporate Policies during the term of this Contract. If the Contractor continues to perform this Contract following notification it will be deemed to have accepted the amendments, but if the Contractor notifies CleanCo in writing within 10 business days of being notified of the amendments that it is unable to comply with the relevant amendments, then the CleanCo Corporate Policies previously agreed between the parties will apply.

3.2 Contractor's obligations when attending Site

When on Site, the Contractor must (and must ensure that each of the Contractor's Personnel must):

- (a) acquaint itself and comply with all HSE Requirements and any direction given by CleanCo in respect of the HSE Requirements; immediately report any incident relating to workplace health and safety or the environment, or which impacts on stakeholder relationships (which is reportable under the HSE Requirements) to CleanCo; and
- (c) provide CleanCo with reasonable assistance (including access to relevant documents and Contractor's Personnel) in investigating any such incident.

4. SUBCONTRACTING AND ASSIGNMENT

- (a) The Contractor must not subcontract, assign, novate, transfer, delegate or otherwise deal with the Contract or any right, obligation, duty or responsibility under it, except with the prior written approval of CleanCo, which may be given or withheld by CleanCo (acting reasonably).
- (b) The Contractor must not terminate any subcontract without CleanCo's prior written approval, which may be given or withheld by CleanCo (acting reasonably).
- (c) Any subcontracting by the Contractor, and any comment, approval, inspecting, testing and expediting done by CleanCo will not relieve the Contractor of any obligations contained in the Contract.
- (d) CleanCo may, on notice to the Contractor, assign, novate, transfer, delegate or otherwise deal with the Contract or any right, obligation, duty or responsibility under it.

5. LAWS AND REGULATIONS

5.1 General

The Contractor must comply with all laws and government requirements affecting or applicable to the Supply, and must pay any fees, charges, levies and taxes imposed by a government entity in relation to the Supply other than levies payable under the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld).

5.2 Labour hire licence

Without limiting clause 5.1, the Contractor:

- (a) warrants that it holds the licences required (if any) under the *Labour Hire Licensing Act 2017* (Qld) to carry out the Supply; and
- (b) must provide to CleanCo details of the licences, including each licence number and expiry date, on request from CleanCo.

6. QUALITY OF WORKMANSHIP

6.1 Contractor's warranty

The Contractor warrants that:

- (a) it (and the Contractor's Personnel) will at all times be suitably qualified, experienced and have all necessary professional licences and memberships to perform the Supply; and
- (b) the Supply will be performed in accordance with:
 - (i) best practice standards of diligence, skill, care and efficiency to be expected of a competent contractor performing a supply of a similar nature to the Supply;
 - (ii) all of the requirements of the Contract and any applicable codes or standards; and
 - (iii) any specifications and warranties related to the Supply (whether provided by CleanCo as part of the Purchase Order or the manufacturer of the Goods);
- (c) it will not rely on any information provided by or on behalf of CleanCo for any purpose whatsoever, except to the extent CleanCo specifically authorizes the Contractor to do so;
- (d) the Supply will not infringe any third party intellectual property rights; and

- (e) where the Supply is, or includes, the supply of Goods, the Goods will be of merchantable quality, fit for their intended purpose and free from Defects or imperfections affecting performance.

6.2 Defects liability period

- (a) If at any time prior to the expiry of the Defects Liability Period a party becomes aware of a Defect, that party must promptly notify the other party.
- (b) During the Defects Liability Period:
- (i) CleanCo may serve a notice on the Contractor specifying a Defect and a reasonable time within which the Defect must be remedied by the Contractor; and
 - (ii) the Contractor must, at its expense, rectify any Defect within the time specified in a notice served under clause 6.2(b)(i).
- (c) If, within the time specified in a notice served under clause 6.2(b)(i), the Contractor fails to remedy the Defect to the satisfaction of CleanCo, CleanCo may, without prejudice to its other rights, rectify the Defect and the costs incurred in doing so will be a debt due and payable by the Contractor to CleanCo.

6.3 Inspection

The Contractor must, upon reasonable notice, provide CleanCo access to the places where the Supply is being performed for the purpose of inspecting the Goods, Constructional Plant and work in progress (as relevant).

6.4 Changes in CleanCo's requirements

CleanCo may acting reasonably direct the Contractor in writing to:

- (a) accelerate or delay the progress of, change the sequence of or suspend for any period the Supply or any part of it; or
- (b) change the extent, character or quality of the Supply in any way (including by adding or omitting any part of the Supply or changing methods of Supply),

in which case:

- (c) the Contractor must within five (5) days after receipt of CleanCo's direction and (unless CleanCo requires otherwise in writing) before the Contractor complies with the notice:
 - (i) advise CleanCo in writing of the costs or time which the Contractor will incur or save in complying with CleanCo's directions, failing which the Contractor will have no Claim for any additional costs or extension of time; or
 - (ii) terminate the Contract by no less than fourteen (14) days written notice;
- (d) where the Contractor issues a notice in accordance with clause 6.4(c)(i), the Price and Delivery Date will be adjusted by:
 - (i) if approved by CleanCo, the amounts set out in the Contractor's notice as the costs and time to be saved or incurred by the Contractor; and
 - (ii) if the amounts set out in the Contractor's notice are not approved by CleanCo (acting reasonably), the amount reasonably determined by CleanCo having regard to the reasonable costs and time which a reasonably competent contractor would save or incur in complying with CleanCo's direction,
- (e) If CleanCo's direction arises from an act, omission or default of the Contractor, or the Contractor's Personnel, any termination by Contractor will not merge and will be without prejudice to any accrued rights of CleanCo and the Contractor will have no Claim for any additional costs or extension of time.

7. ACCEPTANCE OF SUPPLY

7.1 Notification of acceptance

Within 5 Business Days of delivery of the Goods to the Site or notification from the Contractor that the Services have been completed, CleanCo may notify the Contractor whether the Supply is accepted or rejected. A failure to notify the Contractor will be deemed acceptance.

7.2 Notice of rejection

If the Supply is rejected, CleanCo's notice of rejection must state the reasons for the rejection and may either (acting reasonably):

- (a) require the Contractor to remove the Goods (if relevant) and refund to CleanCo any amount paid in relation to those Goods;

- (b) direct the Contractor to replace or rectify the Supply within a reasonable period notified; or
- (c) notify the Contractor that CleanCo elects to accept the Supply and claim damages for the Contractor's failure to comply with the Contract.

If the Contractor is directed to replace or rectify the Supply, the Contractor must notify CleanCo (within the period directed) when the replacement or rectification is completed and clause 7.1 will re-apply until the Supply is in accordance with the Contract to CleanCo's reasonable satisfaction. The Contractor must pay on demand to CleanCo the costs incurred by CleanCo in connection with any replaced Supply.

7.3 No Limitation

CleanCo's payment for the Supply, an inspection of the Supply under clause 6.3 or acceptance or deemed acceptance under clause 7, does not affect CleanCo's subsequent rights where such Supply does not comply with the Contract, including CleanCo's rights under clause 6.2.

8. CONSUMABLES

If the Purchase Order requires CleanCo to provide specified consumables for use by the Contractor in the performance of the Supply (including electricity, gas or water), then:

- (a) CleanCo does not make any representations about the quality or fitness for purpose of the consumables;
- (b) risk in the consumables passes from CleanCo at the time delivered to the Contractor;
- (c) all conditions and warranties implied by legislation are excluded to the extent permitted by law; and
- (d) CleanCo must use its reasonable endeavours to supply consumables in a timely manner provided that CleanCo is not liable for any failure to ensure continuity of supply of those consumables.

9. CONSTRUCTIONAL PLANT

9.1 Contractor's obligations

Except as otherwise provided in the Purchase Order, the Contractor must:

- (a) notify CleanCo at least 24 hours before it uses any fixed or mobile plant or equipment on the Site;
- (b) if requested to do so by CleanCo, provide evidence or certify that all Constructional Plant provided by the Contractor to be used on the Site complies with all laws, government requirements and any applicable codes or standards;
- (c) ensure that each item of Constructional Plant provided by the Contractor is fitted with an inspector's tag or uniquely identified by a stamp or an engine, chassis or serial number or other identification required under the HSE Requirements;
- (d) not remove any Constructional Plant from the Site without the prior written consent of CleanCo (such consent not to be unreasonably withheld or delayed, but which may be subject to conditions); and
- (e) on completion of the Supply, promptly remove the Constructional Plant from the Site.

9.2 Inspections of Constructional Plant

Prior to bringing any Constructional Plant on Site, the Contractor must make that Constructional Plant available for inspection, for compliance with this Contract and all laws and government requirements, by a person nominated by CleanCo.

CleanCo may:

- (a) inspect any Constructional Plant provided by the Contractor and located on the Site from time to time during the performance of the Supply; and
- (b) prohibit the use of any Constructional Plant provided by the Contractor that CleanCo considers does not meet relevant laws and government requirements, and the Contractor:
 - (i) must bear the costs associated with the removal and replacement of that Constructional Plant; and
 - (ii) is not entitled to compensation as a result of that prohibition, removal or replacement.

10. PAYMENT

10.1 Payment by CleanCo

- (a) Except as otherwise provided in the Purchase Order, the Contractor may render a valid tax invoice (in a form acceptable

to CleanCo) to CleanCo at the end of each month, in respect of the Goods delivered and/or Services performed in that month, calculated by reference to the Price.

- (b) CleanCo will, subject to the Conditions, pay a correctly rendered tax invoice within 15 Business Days of receipt. Without limiting clause 7.3, payment by CleanCo is payment on account only and is not evidence that the Supply has been performed satisfactorily.

10.2 GST

All amounts used in the Contract, including amounts and variables in formulas, are exclusive of GST unless it is clearly stated that they are intended to be GST inclusive. If a party makes a supply under or in connection with the Contract in respect of which GST is payable, the consideration for the supply but for the application of this clause 10.1(b) (GST exclusive consideration) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

10.3 Default Interest

Notwithstanding any other remedy available to a party under the Contract or at law, if a party fails to pay an amount owing to the other party on the due date for payment in accordance with the Contract, that party is liable to the other party for interest at the Default Rate, from the due date for payment until the date payment is made.

11. SET OFF OR WITHHOLDING AMOUNT

- (a) CleanCo may at any time, deduct from any amount due or becoming due to the Contractor under the Contract:
- (i) all debts and amounts due from the Contractor to CleanCo under or in connection with the Contract; and
 - (ii) the amount of any bona fide claims or liens that CleanCo has against the Contractor under or in connection with the Contract.
- (b) CleanCo may withhold an amount from a payment made to the Contractor and pay that amount directly to the Commissioner of Taxation as required or authorised by law. Where a withheld amount is paid by CleanCo to the Commissioner of Taxation, it is deemed to have been paid to the Contractor on the date the remainder of the payment to which it relates was paid to the Contractor.

11.2 Notice of amount deducted

CleanCo must notify the Contractor in writing of any amounts deducted under clause 11 and the basis for the deduction, at the time that the deducted amount would otherwise be due to the Contractor.

12. RECORDS AND AUDIT

12.1 Records

The Contractor must maintain accounts, books, records, correspondence, instructions, plans, drawings, receipts, timesheets and invoices and other relevant documents (including documents stored in electronic form) for the purposes of substantiating:

- (a) the Contractor's compliance with the Contract; and
- (b) amounts paid to the Contractor in relation to the Supply, (Records).

12.2 Audit rights

CleanCo (or its nominee) may audit the Records at any time during the Term until 2 years after the earlier of the expiry of the Defect Liability Period or termination in accordance with the Contract.

12.3 Refund

If an audit of Records reveals costs paid by CleanCo that exceed the costs that were payable in accordance with the Contract, those amounts are a debt due and payable from the Contractor to CleanCo, and the Contractor must refund those amounts to CleanCo with interest at the Default Rate from the date of payment by CleanCo until the date of refund by the Contractor.

13. TITLE AND RISK

13.1 Clear title

The Contractor warrants that title in the Goods, deliverables and materials supplied by the Contractor, when it passes to CleanCo under clause 13.2, will be free and clear of any and all liens, restrictions, reservations, security interests and encumbrances.

13.2 Passing of title and risk

- (a) Title to any part of the Goods, deliverables or materials the subject of the Supply passes to CleanCo upon the earlier of payment for the Supply, provision of the Services to CleanCo, delivery of the Goods to the Site or the incorporation of the materials (as applicable) into the physical manifestation of the Services.
- (b) Notwithstanding clause 13.2(a), the Contractor bears the risk of loss or damage to:
- (i) the Goods until they are delivered to the Site; and
 - (ii) the materials and the physical manifestation of the Services until completion of the Services.

13.3 Protection

The Contractor must protect the Goods and physical manifestation of the Services from loss or damage arising from any cause, and ensure the Goods and any materials are appropriately packed, handled and transported to Site to prevent damage or shrinkage while in transit or storage. The Contractor must ensure delivery documents accompany the Goods and materials to Site and bear the Purchase Order number, quantity and price of Goods, Delivery Date and actual date of delivery.

14. INSURANCE

14.1 Insurance

Unless otherwise specified in the Purchase Order, the Contractor must maintain (from an independent and reputable insurer) and ensure its subcontractors maintain:

- (a) where the Supply is the supply of Goods, insurance for the Goods for the period when they are in transit to the Site against all loss or damage arising from any insurable cause, for a limit of not less than the full replacement cost of those Goods;
- (b) where the Contractor is providing any design, specification or other professional services in connection with the Supply, until at least 7 years after completion of the Supply, professional indemnity insurance in the amount of \$10 million per claim; workers' compensation insurance in relation to its employees;
- (c) public liability insurance for a limit of not less than \$20 million per claim in respect of loss or damage that may occur to any physical property, or death or bodily injury to any person that arises out of, or in connection with, the performance of the Supply;
- (e) third party motor vehicle liability insurance against liability for death or bodily injury to any person or damage to the Site or property located on the Site, for each of its vehicles that enter the Site during the performance of the Supply;
- (f) insurance for its Constructional Plant during its transit to the Site and throughout the period that the Constructional Plant is on or near the Site against all loss or damage arising from any insurable cause and for a limit of not less than the market value (including delivery to Site) of the Constructional Plant; and
- (g) any other insurance required by law or CleanCo which is relevant to the Supply.

14.2 Evidence of insurance

On request, the Contractor must provide certificates of currency as evidence of insurances the Contractor or its subcontractors are required to effect under the terms of the Contract.

15. INDEMNITY

15.1 Indemnity by Contractor

The Contractor indemnifies each Indemnified Person from and against any Claim or Liability an Indemnified Person may suffer or incur arising out of or in connection with any:

- (a) personal injury to, illness or death of, any person;
- (b) disruption to CleanCo's or any third party's business or operation;
- (c) actual or threatened loss of, or damage or destruction to, any real or personal property or the environment;
- (d) safety, environment, industrial relations or public relations incident,
- (e) act, omission, negligence or breach of this Contract; or
- (f) third party actions brought against any Indemnified Person,

caused or to the extent contributed to by the Contractor or the Contractor's Personnel in connection with the carrying out of the Supply, except to the extent caused or to the extent contributed to by the gross negligence, fraud or wilful misconduct of CleanCo or CleanCo's Personnel.

15.2 Extent and duration of indemnity

The indemnity given by the Contractor under clause 15.1 is a continuing obligation, separate and independent from the other obligations of the Contractor and survives the termination of the Contract.

16. INTELLECTUAL PROPERTY RIGHTS

- (a) The Contractor warrants that the intellectual property rights of a third party will not be infringed by the performance of the Supply under the Contract or the use of the Supply by CleanCo.
- (b) CleanCo acknowledges that the Contractor remains the owner of all Background IP and that nothing in the Contract prevents, limits or restricts the Contractor's subsequent use or exploitation of Background IP.
- (c) The Contractor grants to CleanCo (and must procure the grant by any subcontractor having rights to or input into the Background IP) a non-exclusive, transferable, royalty free, irrevocable and perpetual licence to use, configure, adapt or modify, without limitation, all Background IP for the purposes of or in connection with CleanCo's business.
- (d) Subject to clause 16(b), all intellectual property rights created in connection with the Supply will vest in CleanCo upon creation. The Contractor must assign or transfer (and must ensure all Contractor Personnel assign or transfer) all such intellectual property rights and ownership of such material to CleanCo. CleanCo grants to the Contractor a non-exclusive, transferable, royalty free, irrevocable licence to use such intellectual property rights for the purpose of performing the Supply.
- (e) The intellectual property rights created in connection with the Supply include intellectual property in, or relating, to all design materials, processes, documents and methods of working relevant to the Supply.

17. CONFIDENTIALITY AND PRIVACY

- (a) Nothing in this clause limits the operation of any confidentiality agreement entered into between CleanCo and the Contractor.
- (b) Each party must:
 - (i) use all Confidential Information of the other party solely in connection with the Supply; and
 - (ii) keep all Confidential Information confidential, and only disclose that Confidential Information as permitted under clause 17(c).
- (c) A party may disclose Confidential Information:
 - (i) to its Authorised Persons, provided that all Authorised Persons comply with the confidentiality obligations of this Contract as if that person was a party to this Contract;
 - (ii) where required by an applicable law, the rules of any stock exchange or any taxation authority; and
 - (iii) in the case of CleanCo, to its Shareholding Ministers (as that term is defined in the *Government Owned Corporation Act 1993* (Qld)) and their advisers or any employee of the State of Queensland.
- (d) If Confidential Information received by the Contractor contains any Personal Information, the Contractor must, with respect to that Personal Information:
 - (i) comply with the Privacy Legislation;
 - (ii) comply with CleanCo's Corporate Policies with respect to handling any Personal Information as provided to or disclosed to the Contractor prior to entering this Contract or as amended, updated or replaced from time to time as agreed between the parties, (or the Contractor's own procedures, provided these are consistent with CleanCo's Corporate Policies). CleanCo may notify the Contractor of any changes to CleanCo's Corporate Policies with respect to the handling of Personal Information during the term of this Contract. If the

Contractor continues to perform this Contract following notification it will be deemed to have accepted the amendments, but if the Contractor notifies CleanCo in writing within 10 business days of being notified of the amendments that it is unable to comply with the relevant amendments, then the CleanCo Corporate Policies previously agreed between the parties will apply; and establish effective measures to:

- (iii)
 - (A) safeguard Personal Information from unauthorised access, modification, use, loss or disclosure;
 - (B) ensure that any Personal Information will be held, used and disclosed in a manner consistent with the Privacy Legislation; and
 - (C) ensure accurate and complete records are kept of the Recipient's use, copying and disclosure of Personal Information provided by the Disclosing Party.

18. DEFAULT AND TERMINATION

18.1 Insolvency

If either party becomes insolvent or bankrupt, the other party may terminate the Contract immediately by written notice to the other person or the person in whom the Contract is vested.

18.2 Event of default

- (a) If either party fails to perform or comply with any of its obligations under the Contract (**Default**), the non-defaulting party may serve a notice on the other party specifying the Default, a reasonable time within which the Default is to be remedied and requiring the other party to remedy it.
- (b) If, within the time specified in a notice served under clause 18.2(a), the other party fails to remedy the Default to the reasonable satisfaction of the non-defaulting party, the non-defaulting party may terminate the Contract by written notice, without prejudice to its other rights.

18.3 Termination for convenience

CleanCo may, at any time and in its absolute discretion terminate the Contract (in whole or in part) by no less than fourteen (14) days' written notice to the Contractor. CleanCo may engage another contractor to perform the Supply (or any part of the Supply) terminated under this clause.

18.4 Obligations on termination

- (a) On receiving a notice under clause 18.1, 18.2 or 18.3, the Contractor must:
 - (i) immediately cease performance of the Supply to the extent specified in the written notice;
 - (ii) immediately take all possible action to mitigate any Losses incurred by it or CleanCo as a result of such termination; and
 - (iii) take any action relating to the termination of the Contract reasonably required by CleanCo.
- (b) Without limiting any other rights or remedies CleanCo may have, if CleanCo terminates under clauses 18.1 or 18.2, the Contractor must pay or reimburse CleanCo's additional reasonable costs incurred in obtaining replacement Goods and/or Services.
- (c) Upon termination under clauses 18.1, 18.2 or 18.3, CleanCo will pay to the Contractor the Price for the provision of that part of the Supply in compliance with the Contract up to the date of such termination. If CleanCo terminates the Contract under clause 18.3, CleanCo will also pay to the Contractor any costs reasonably incurred by the Contractor as a result of termination, provided the Contractor complies with its obligations under this clause 18.4 and such costs are substantiated to CleanCo's reasonable satisfaction.
- (d) The parties acknowledge that:
 - (i) the rights of a party under the Contract are subject to the operation of sections 415D to 415G, 434J to 434M, 451E to 451H and 454N to 454S of the *Corporations Act 2001* (Cth) (**Ipsso Facto Laws**); and

- (ii) to the extent of any inconsistency between any provision of the Contract and the Ipso Facto Laws, the relevant provision of the Contract will be read down or severed from the Contract, so as to maintain as far as possible, the original effect and intent of the Contract.

19. ANTI-CORRUPTION

19.1 Receipt of benefits

A director, employee or agent of the Contractor must not:

- (a) give or receive any commission, fee, rebate, gift or entertainment of significant value from; or
- (b) enter into any business agreement with, any director, employee or agent of CleanCo other than as a representative of CleanCo or in the ordinary and proper course of business between any of those parties.

19.2 Compliance with Anti-Corruption requirements

The Contractor must not undertake any activity, or allow any activity to be undertaken in connection with the Supply, that may constitute a breach of any provision of the Anti-Corruption Laws or cause CleanCo to be in breach of any Anti-Corruption Laws.

19.3 Conflict of interest

- (a) The Contractor represents that at the date of this Contract, there is no relationship between it and CleanCo, between any of the Contractor's directors or employees and CleanCo or between the Contractor and a director or employee of CleanCo that gives rise to an actual or potential conflict of interest.
- (b) The Contractor must immediately notify CleanCo upon becoming aware of any actual or potential conflict of interest. The Contractor must take reasonable steps to eliminate or overcome the conflict of interest without in any way adversely affecting its continued performance of its obligations under the Contract.

20. MODERN SLAVERY

- (a) The Contractor must ensure (and must ensure that the Contractor's Personnel) when performing its obligations under this Contract, comply with all applicable Modern Slavery Laws.
- (b) The Contractor warrants that it has taken reasonable steps to investigate its labour and business practices, and those of its subcontractors and direct suppliers, to ensure there is no modern slavery used anywhere in its supply chain or in the operations or supply chain of any of its subcontractors or direct suppliers.
- (c) The Contractor must do all things necessary to immediately rectify or avoid any modern slavery risk (including complying with any reasonable direction from CleanCo) and provide written notice to CleanCo of such rectification or avoidance, including supporting documentary evidence as reasonably required by CleanCo.
- (d) Without limiting the Contractor's obligations, the Contractor must establish, maintain and implement policies and procedures to ensure that the Contractor and the Contractor's Personnel comply with the obligations in this clause 20.
- (e) The Contractor must provide CleanCo with any information it reasonably requires to enable CleanCo to comply with its obligations under all applicable Modern Slavery Laws.
- (f) The Contractor must ensure its subcontractors, or arrangements with its suppliers:
 - (i) include obligations on the relevant subcontractors and/or suppliers that are equivalent to the obligations in this clause 20; and
 - (ii) permit termination of such relationships where the Contractor has reasonable grounds to believe there has been, or is likely to be a breach of any applicable Modern Slavery Laws by a subcontractor or supplier.

21. TRADE AND ECONOMIC SANCTIONS

21.1 Warranty

As at the date of the Contract, the Contractor warrants that:

- (a) to the best of its knowledge, information and belief neither it, nor any of its employees, agents, subcontractors or Related Bodies Corporate (including the employees, agents and contractors of such subcontractors and Related Bodies Corporate) (together with the Contractor, the **Contractor's Group**) is a Sanctioned Person; and
- (b) it has provided all information of which it is aware, that CleanCo reasonably requires in order for CleanCo to:
 - (i) manage the risk of Sanctions being imposed on CleanCo; and
 - (ii) comply with laws or regulations applying in the jurisdictions in which the Supply is performed, the parties are located or in any other country.

21.2 Compliance

From the date of the Contract, the Contractor must (at its own cost):

- (a) comply with any Sanction and ensure that the Contractor and entities of the Contractor's Group are not and do not become, a Sanctioned Person;
- (b) provide any information that CleanCo reasonably requires from time to time in order for CleanCo to monitor and investigate whether any member of the Contractor's Group has become or is reasonably likely to become a Sanctioned Person and comply with all laws and regulations applying in the jurisdictions in which the Supply is performed, the parties are located or in any other country; and
- (c) notify CleanCo immediately upon becoming aware that it or any member of the Contractor's Group has become or is reasonably likely to become a Sanctioned Person or violated a Sanction.

22. QUEENSLAND GOVERNMENT REQUIREMENTS

22.1 Queensland Procurement Policy

The Contractor:

- (a) warrants that it and the Contractor's Personnel have complied and will continue to comply with the Queensland Procurement Policy, including the Supplier Code of Conduct and Ethical Supplier Threshold (**Qld Requirements**).
- (b) must notify CleanCo of any non-compliance with the Qld Requirements by the Contractor or the Contractor's Personnel.
- (c) The Contractor acknowledges and agrees that:
 - (i) a failure by it or its subcontractors to comply with a relevant law, the Queensland Procurement Policy or this Contract may result in the imposition of a demerit of sanction under the Ethical Supplier Mandate, in addition to any other remedies available to CleanCo under this Contract; and
 - (ii) the Queensland Government may publish information about sanctions imposed on the Contractor and its subcontractors for breaches of the Ethical Supplier Mandate.
- (d) If the Contractor is:
 - (i) a natural person, the Contractor irrevocably consents to CleanCo collecting and sharing personal information of the Contractor for the purposes of:
 - (A) determining whether to impose demerits or sanctions on the Contractor's business under the Ethical Supplier Mandate; and
 - (B) referrals to:
 - (I) the Tripartite Procurement Advisory Panel; and
 - (II) the Queensland Government Procurement Compliance Branch,
 for the purposes of making a recommendation about compliance with the Ethical Supplier Mandate;
 - (ii) not a natural person, the Contractor warrants that the relevant Contractor Personnel irrevocably consent to CleanCo collecting and sharing personal information of the relevant Contractor Personnel for the purposes set out in clause 22.1(d)(i).
- (e) The Contractor:

- (i) Irrevocably consents to CleanCo obtaining information about the Contractor relevant to the Ethical Supplier Mandate and the Ethical Supplier Threshold that may be held by any federal, state or local government department, agency, authority or instrumentality; and
 - (ii) warrants that its subcontractors irrevocably consent to CleanCo obtaining this information.
- (f) CleanCo may, upon giving reasonable notice, enter the Contractor's premises or any place at which the Contractor is carrying out the Supply to audit the Contractor for the purposes of determining whether to impose demerit or sanctions under the Ethical Supplier Mandate. The Contractor must provide CleanCo with all information requested during an audit and procure its subcontractors to do the same.

22.2 Building and Construction Code of Practice

- (a) The Contractor warrants that at the time of entering into the Contract, neither it, nor any of its Related Bodies Corporate, are subject to a sanction in connection with the Building and Construction Code of Practice that would preclude it from tendering for work to which that code applies.

To the extent it applies to the Contract, the Contractor must (at its own cost):

- (i) comply with, and meet any obligations imposed by, (and ensure that any subcontractors comply with and meet any obligations imposed by) the Building and Construction Code of Practice;
 - (ii) maintain adequate records of compliance with the Building and Construction Code of Practice by it, its subcontractors and related entities, and provide access to these records and any other information and documents reasonably required by CleanCo as is necessary to monitor and investigate compliance with the Building and Construction Code of Practice; and
 - (iii) notify CleanCo as soon as reasonably practicable where a change in the Contract or the Supply proposed would (or would be likely to) affect compliance with the Building and Construction Code of Practice.
- (b) Compliance with the Building and Construction Code of Practice does not relieve the Contractor from any obligation under the Contract, including the obligation to perform the Supply, nor from liability for defects or any other legal liability, whether or not arising from its compliance with the Building and Construction Code of Practice.

22.3 Queensland Charter for Local Content

- (a) Where the Queensland Charter for Local Content published by the Department of State Development, Manufacturing, Infrastructure and Planning in June 2016 (as updated) (**Queensland Charter for Local Content**) applies to the Contract, the Contractor must, and must ensure its Personnel, in carrying out the Supply:
- (i) comply with the principles of the Queensland Charter for Local Content and any requirements under the Contract in this regard;
 - (ii) comply with any statement of intent or equivalent local content statement under the Contract; and
 - (iii) complete and submit a Charter for Local Content – Project Outcome Report as required by (and in the form approved by) the Queensland Charter for Local Content to CleanCo upon delivery of the Equipment and at such other times as reasonably requested by CleanCo, with a copy to qclc@dsg.qld.gov.au.

23. LEGISLATION RELATING TO WORKS

- (a) To the extent the Supply or any part of the Supply is subject to the QBCC Act:
- (i) the rights and obligations of the parties under the Contract are subject to the provisions of the QBCC Act to the extent they apply, and where there is any inconsistency between this Contract and the QBCC

- (ii) Act, the QBCC Act will prevail to the extent necessary to avoid that inconsistency; and
 - (ii) without limiting any other provision of this Contract, the Contractor must maintain its registration under the QBCC Act (under the licence number set out in the Purchase Order, if any) to carry out the Supply.
- (b) To the extent the Supply or any part of the Supply is subject to the BIF Act:
- (i) Chapter 3 of the BIF Act applies to this Contract;
 - (ii) the Contractor must immediately notify CleanCo of:
 - (A) it receiving; or
 - (B) it becoming aware of any party providing any work, services or supply required in connection with the Supply receiving,
 - (iii) any notice under sections 77, 78 or 92 of the BIF Act; the amount of each progress payment to which the Contractor is at any time entitled in relation to this Contract must be calculated in accordance with all provisions of this Contractor relevant to the amount which the Contractor may claim or CleanCo must pay:
 - (iv) if the Contractor suspends the Supply pursuant to the BIF Act, the Contractor will have no Claim apart from a claim for an extension to the Delivery Date or excuse from performance (as the case may be) subject to the terms of this Contract; and
 - (v) if a subcontractor of the Contractor suspends the provision of any work, services or supply pursuant to the BIF Act, the Contractor will have no Claim (including without limitation for an extension to any Delivery Date).

24. NOTICES

A notice under the Contract must be in writing, in English and addressed to the receiving party, and will be deemed to have been received:

- (a) if posted, on the 4th day after posting;
- (b) if delivered personally, upon delivery; or
- (c) if sent by email:
 - (i) on a Business Day, on dispatch of the transmission; or
 - (ii) on a day other than a Business Day, on the next Business Day,
 unless the sender's server indicates a malfunction or error in transmission or the recipient immediately notifies the sender of an incomplete transmission.

25. MISCELLANEOUS PROVISIONS

- (a) If there is any discrepancy, inconsistency or ambiguity between a Purchase Order and these Conditions, the Purchase Order will prevail. The Purchase Order and these Conditions will have precedence over any other documents forming part of the Contract.
- (b) A waiver of any provision or right under the Contract will not constitute a waiver of any other provision or right.
- (c) All provisions of the Contract which, expressly or by implication from their nature, are intended to survive rescission, termination or expiration of the Contract (including CleanCo's rights under the Contract in respect of any Defect in the Supply) will survive the rescission, termination or expiration of the Contract.
- (d) The Contract contains the entire agreement between the parties and supersedes all prior arrangements between the parties relating to the Goods or Services (including any terms and conditions proposed or delivered to CleanCo by the Contractor). For the avoidance of doubt, nothing in this Contract is intended to exclude liability for fraud, or other rights that cannot be contracted out at law.
- (e) The Contract is governed by and must be construed and enforced in accordance with the laws of Queensland, Australia and the parties unconditionally submit to the exclusive jurisdiction of the courts of Queensland, Australia (and courts of appeal from them).

- (f) The Contractor's appointment is non-exclusive.
- (g) Without limitation, the parties agree that their communication of an offer or acceptance of this Contract may be by any electronic method that evidences that party's execution of this Contract.
- (h) For the purposes of sections 11 and 12 of the *Electronic Transactions (Queensland) Act 2001* (Qld), each party unconditionally consents to the other party giving to it any information it is required or permitted to give under the laws of the State of Queensland by way of electronic communication.

26. CONTRACTOR AS TRUSTEE

Where the Contractor is a trustee:

- (a) the Contractor incurs all obligations under this Contract in its own right and in its capacity as trustee;
- (b) the Contractor must comply with the terms of the relevant trust deed and ensure there is no restriction or limitation on or derogation from its right of subrogation or indemnity under the relevant trust deed; and
- (c) the Contractor warrants it is empowered by the trust deed to enter into and perform this Contract.

27. INTERPRETATION

In the Contract unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of the Contract;
- (b) the singular includes the plural and vice versa;
- (c) words importing a gender include other genders;
- (d) the words 'include' and 'including' are to be construed without limitation;
- (e) other grammatical forms of defined words or expressions have corresponding meanings;
- (f) a reference to:
 - (i) a clause, schedule or appendix is a reference to a clause, schedule or appendix to the Contract and a reference to the Contract includes any schedules and appendices;
 - (ii) any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;
 - (iii) a document, policy, code, conditions or agreement includes a reference to that document as novated, altered or replaced from time to time;
 - (iv) 'A\$', '\$A', 'AUD', 'dollar' or '\$' is a reference to Australian currency;
 - (v) a person includes any individual, firm, body corporate, partnership, unincorporated association, government, state or agency of a state, joint venture or authority;
 - (vi) a party includes its executors, administrators, successors and permitted assigns; and
 - (vii) a day means a period of 24 consecutive hours from midnight.
- (g) no provision in the Contract will be interpreted against the interests of the party that created, introduced or requested any particular provision;
- (h) where a party is more than one person the Contract binds all of them separately and each of them together; and
- (i) if the due date for anything to be done under the Contract falls on a day that is not a Business Day, then it must be done on the next Business Day.

28. DEFINITIONS

Unless the context otherwise requires, the following terms have the meanings given when used in the Contract.

Anti-Corruption Laws means Chapter 4, Division 70 of the *Australian Criminal Code Act 1995* (Cth) and any other relevant law which prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or adviser of such person and is applicable in the

jurisdiction in which CleanCo or the Contractor are registered or conduct business or in which activities relevant to the Supply are to be performed.

Authorised Persons means in respect of a party, the officers and employees of that party, its Related Bodies Corporate, joint venturers, contractors, advisers, financiers, auditors and insurers (and their respective employees and officers) who:

- (a) have a need to know the Confidential Information (and only to the extent that they have a need to know); and
- (b) are under an express or professional obligation to keep the Confidential Information confidential.

Background IP means the Contractor's intellectual property rights which are in existence at the date of the Contract (and improvements and modifications to those intellectual property rights), or which the Contractor can show came into existence other than in connection with the provision of the Supply or the Contract

BIF Act means the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

Building and Construction Code of Practice means the document titled Building and Construction Code of Practice 2000 issued by the Queensland Government and available at: <https://www.oir.qld.gov.au/industrial-relations/building-and-construction-code-practice-2000>, or any code that replaces that code.

Business Day means a calendar day ending at 5.00pm, other than a Saturday, Sunday or public holiday in Brisbane, Queensland, Australia or the location of the Site.

CleanCo's Corporate Policies means the policies, codes and principles published and notified by CleanCo on or before the commencement of the Contract and to the Contractor as amended and agreed from time to time, but does not include the HSE Requirements.

Claim means any claim, action, demand, suit or proceeding (including by way of counterclaim, contribution or indemnity) made under the Contract or otherwise at law arising out of or in connection with the Supply, including any claim for specific performance, restitution, payment of money (including damages), an extension of time or any other form of relief or remedy.

CleanCo means CleanCo Queensland Limited.

Conditions means the conditions of contract in this document.

Confidential Information means all information (including commercially sensitive information and technical know-how) directly or indirectly disclosed or made available by or on behalf of a party (**Disclosing Party**) to the other party (**Recipient**) in connection with the Contract, but does not include information which:

- (a) is rightfully known or in the possession or control of the Recipient and is not subject to an obligation of confidence on the Recipient;
- (b) is or becomes public knowledge other than as a result of a breach of the Contract; or
- (c) has been independently developed by the Recipient or acquired from a source which was not subject to a duty of confidentiality to the Disclosing Party.

Constructional Plant means all plant, tools and equipment to be used by the Contractor in the performance of the Services and includes cranes, tools, machinery and temporary buildings.

Contract means the Purchase Order, these Conditions and any other document stated in the Purchase Order to be part of the Contract.

Contractor means the party named as the 'Supplier' or 'Contractor' in the Purchase Order.

Country Based Sanction means any program that prohibits and/or restricts:

- (a) trade with or investment in, or the transfer of property or assets to or from, a specified country, including its government, government subdivisions, agencies and other entities under the control or acting on behalf of government; or
- (b) engaging in transactions that relate to investing in and/or provision of advice or assistance in relation to, a specified country which, in each case, are maintained, amended and imposed by any Sanction Authority.

Default Rate means the daily buying rate on the due date for payment displayed at or about 10.30am (Sydney time) on the Reuters screen BBSW page for Australian bank bills of a 90 day duration (or if that daily buying rate is no longer published, such other daily rate as the parties may agree) plus two percent.

Defect means any deficiency, fault, error, omission or non-compliance with the requirements of the Contract.

Defects Liability Period means the period of 12 months on and from the completion of the Supply in accordance with the Contract.

Delivery Date means a date/s specified in the Purchase Order (or elsewhere in the Contract) by which the Goods and/or Services are to be supplied to CleanCo or if no date/s is specified, within a reasonable time.

Ethical Supplier Mandate means the Ethical Supplier Mandate set out in the Queensland Procurement Policy.

Ethical Supplier Threshold means the Ethical Supplier Threshold set out in the Queensland Procurement Policy.

Goods means the items specified in the Purchase Order (if any).

HSE Requirements means:

- (a) any requirements or directions of CleanCo relating to health, safety and the environment;
- (b) the Site Conditions;
- (c) the specific requirements with respect to health and safety and the environment specified in the Purchase Order (or elsewhere in the Contract); and
- (d) all relevant law and government requirements relating to health and safety and the environment.

Indemnified Person means CleanCo, its Related Body Corporates and their respective officers, agents and employees Corporate.

Liability means any debt, obligation, claim, action, cost, (including legal costs, deductibles or increased premiums) expense, loss (whether direct or indirect), damage, compensation, charge or liability of any kind (including fines or penalties), whether it is actual, prospective or contingent, or currently ascertainable or not, and whether under or arising out of or in any way in connection with this Contract or at law.

Loss means any loss, damage, cost, charge, expense, penalty, interest or fine, including a loss arising as a result of a claim, demand, action, proceeding or suit by any person.

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth) and any other relevant law which has as its objective the prohibition of exploitation of workers, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar types of conduct) and is applicable or otherwise in force in the jurisdiction in which CleanCo or the Contractor are registered or conduct business or in which activities relevant to the Supply are to be performed.

Personal Information has the meaning given in the Privacy Legislation.

Personnel means, in respect of a party, that party's employees, agents and subcontractors (and employees, agents and subcontractors of those persons).

Price means the prices, fees and rates or other amounts set out in the Purchase Order, or any other document stated in the Purchase Order to be part of the Contract.

Privacy Legislation means any law governing privacy or Personal Information, including the *Privacy Act 1988* (Cth), *the Information Privacy Act 2009* (Qld) and any codes of conduct, directives or orders made or issued under such law.

Purchase Order means the order for Goods and/or Services issued by CleanCo to the Contractor.

QBCC Act means the *Queensland Building and Construction Commission Act 1991* (Qld).

Queensland Procurement Policy means the Queensland Procurement Policy issued by the Queensland Government, as amended from time to time, including any policy referred to in such policy.

Related Body Corporate has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Sanction means an SDN Sanction, a Country-based Sanction and any other similar sanctions, regulations, statutes, prohibitions and official embargo measures that relate to the enforcement of economic and trade sanctions which are maintained, amended and imposed by any Sanction Authority.

Sanction Authority means the United Nations, the European Union, Her Majesty's Treasury in the United Kingdom, the United States Department of Treasury's Office of Foreign Assets Control, the Commonwealth of Australia, Switzerland, South Africa, Canada or any replacement or other regulatory body enforcing economic and trade sanctions legislation in such countries or by any state, supranational or international government organisation.

Sanctioned Person means any person, being an individual, corporation, company, association, government or other entity who:

- (a) is the subject or target of a Sanction or in respect of which a Sanction has been imposed or targeted; or
- (b) is owned, operated or controlled by any person who is the subject or target of a Sanction or in respect of which a Sanction has been imposed or is targeted.

SDN Sanction means any specially designated nationals or blocked persons lists and or any replacement lists which are maintained, amended and imposed by any Sanction Authority.

Services means the services specified in the Purchase Order (if any).

Shareholding Ministers has the meaning given to that term in the *Government Owned Corporations Act 1993* (Qld), and includes the departmental officers and advisers of those persons or a department or agency of the State of Queensland (and its departmental officers and advisers).

Site means the areas specified in the Purchase Order for the performance of the Supply (including delivery of the Goods).

Site Conditions means the site conditions for the Site available upon request.

Supplier Code of Conduct means the document of that name issued by the Queensland Government and available at: <http://www.hpw.qld.gov.au/SiteCollectionDocuments/ProcurementSupplierCodeOfConduct.pdf>, or any code that replaces that code.

Supply means all obligations, duties and responsibilities of the Contractor under the Contract and any incidental work that can be reasonably inferred as necessary or appropriate to perform the Services and/or supply the Goods (as applicable) in accordance with the Contract.