

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:

**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:

- government or government department;
- local government authority;
- government or statutory authority; or
- 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:

- 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
- 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.

**Densford** means the means the corporation or entity specified as "Densford" in the *Particulars* and includes its authorised representatives, successors, and permitted assigns.

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

- all *Goods*, *Services*, *Professional Services* and *Equipment Hire* set out in the *Purchase Order* and *Particulars* and includes the *Works* and any scope of work and/or specifications in the *Contract*; and
- 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* and *Equipment Hire* 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.

**Hire** means the supply, by way of hire, of equipment and/or operators and related *Works* described and specified in the *Particulars* (including the *Hire Schedule* in particular) to which the *Hire Conditions* as set out in Clause H also apply.

**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* 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 "Hire Schedule" (where this *Purchase Order* relates to *Hire*) 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:

- in relation to the *Company*, any of its employees, agents or representatives;
- in relation to the *Owner* any of its employees, agents, contractors or representatives;
- 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
- 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 *Purchase 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:

- 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);
- 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*;
- the *Deliverables* are free from *Defects* for a period of not less than the *Warranty Period*;
- 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;
- that it shall comply with all *Directions* of the *Company* in relation to the *Deliverables* and
- 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*:

- 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);
- are in accordance with all applicable *Legislative Requirements* and the standards laid down by any applicable standards' association, *Authority* or any other body or association establishing conditions of quality or merchantability in relation to the *Goods*;
- will be capable of operating satisfactorily and safely in the environment to which they will be exposed; and

**3.3** Where the *Contract* relates to *Services*, *Professional Services* and *Equipment Hire* in particular, the *Vendor* represents and warrants to the *Company* that the *Services* and/or *Professional Services*:

- are supplied to the standard of care that accords with industry best practice and will be performed with due diligence and care;
- will be undertaken by *Vendor Personnel* who are appropriately qualified, competent and skilled to perform the relevant part of the *Services* and/or *Professional Services* in respect of which they are engaged;
- where use of equipment on *Site* by the *Vendor* is required, that such equipment will at all times be in safe working condition, comply with all *Legislative Requirements* and be operated by suitably qualified and competent *Vendor Personnel*;
- shall be performed with due expedition and without delay and in accordance with any program provided by the *Company* to the *Vendor*.

### 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:

- reject the *Deliverables* (in whole or in part);
- accept the *Deliverables* (in whole or in part) and reduce or extinguish the *Price* to reflect the reduction in value of the *Deliverables*;
- Direct the Vendor* to rectify any *Defects* in the *Deliverables* within a period of time determined at the *Company's* discretion;

- Direct the Vendor* to replace the *Deliverables* that are *Defective* within a period of time determined at the *Company's* discretion;
- withhold any payment due to the *Vendor*; and/or;
- 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:

- contain sufficient detail for the *Company* to calculate the amount owing;
- 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;
- include all supporting documentation; and
- 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:

- 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*;
- otherwise, by valuing *Deliverables Completed* and *Works* undertaken to the date of the *Payment Claim* (as a proportion of the *Price*); and
- 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 the *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** The *Company* must pay the *Vendor* the amount calculated by the *Company* as payable in relation to the *Payment Claim* within the earlier of:

- 42 days from the day in which the *Payment Claim* was deemed to have been submitted under clause 9.1;
- if the Construction Contracts Act 2004 (WA) applies and makes payment mandatory within a shorter period of time than 42 days, the last day of the mandatory payment period pursuant to the Act from the date the *Payment Claim* is deemed to have been submitted under this clause 9.1.

**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*):

- 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
- 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:

- loss or damage to property arising out of, or related to, in any way to the *Work* and *Deliverables* under the *Contract*;
- 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 subclause 10.3 "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 of, 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 limit 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 *Site* shall be as specified in the *Particulars*.

## 13. TIME AND DELAY

**13.1** *The Vendor*, upon becoming aware of anything which may cause delay to the *Works* or *Date for Completion*, must, within the time period specified in the *Particulars*, give written notice to *the Company's* Representative of that cause and likely duration of the delay

**13.2** *The Vendor* will have no entitlement to an extension to the *Date for Completion* if the following conditions precedent are not met:

- (a) *the Vendor* is or will be delayed in reaching the *Date for Completion* by an *Excusable Delay*;
- (b) *the Vendor* has not contributed to the cause and taken all reasonable steps to mitigate the effect of the delay;
- (c) *the Vendor* has provided the initial notice of delay within the timeline and with sufficient particularity as specified in clause 13.1 above; and
- (d) *the Vendor* gives *the Company*, within the time period specified in the *Particulars*, a written claim for an Extension of Time ("EOT") which provides full detailed particulars of the cause of the delay, how that cause has delayed or will delay it from achieving the *Date for Completion*, the period of the delay (including the dates of commencement and, if applicable, conclusion of the delay) and the EOT claimed.

**13.3** Provided *the Vendor* has complied with all of the requirements of clause 13.2, *the Company* will determine the period of any extension of time to the *Date for Completion* to which *the Vendor* is entitled as a consequence of the *Excusable Delay*. Any failure on *the Company's* part to assess an extension of time claim shall not set the *Date for Completion* at large.

**13.4** *The Company* may, at any time, for any reason, by notice in writing to *the Vendor*, extend the *Date for Completion* notwithstanding *the Vendor* has not submitted a claim for an EOT. *The Company* is not, under any circumstances obliged to exercise this discretion reasonably or for the benefit of *the Vendor*. *The Vendor* is not entitled to claim any additional payments as a result of the later *Date for Completion*.

**13.5** *The Vendor* is not entitled to claim any payment for prolongation, delay or disruption in respect of an extension of time granted by *the Company* in accordance with this clause or otherwise.

## 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*. *The 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 Days* 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 *the 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 clause 19.3, 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.
- 20.4** *The Vendor* must comply with the Building Code 2016 ("Building Code") and its Supporting Guidelines. Copies of the Building Code are available at

<https://www.abcc.gov.au/building-code>. Compliance with the Building Code shall not relieve *the Vendor* from responsibility to perform the *Contract* or from liability for any *Defect* in the *Deliverables* arising from compliance with the Building Code.

## H. Equipment Hire

### H.1 HIRE CONDITIONS

Where this *Contract* relates to the *Hire of Equipment* the following terms and conditions ("*Hire Conditions*") shall be read as part of the *Conditions*. In the case of any inconsistency, between the preceding *Conditions* and the *Hire Conditions*, the *Hire Conditions* will apply.

### H.2 INTERPRETATION

In these *Hire Conditions* unless the context otherwise requires:

**Dry Hire** means the hire of *Equipment* only, together with any related maintenance or other services indicated in the *Purchase Order* and/or *Hire Schedule*, but does not include the supply or hire of *Operators*.

**Equipment** means the equipment set out in the *Purchase Order* and/or *Hire Schedule*.

**Equipment Hire** means the hire of *Equipment* and *Operator(s)* (in the case of *Wet Hire*) as set out in the *Purchase Order* and/or *Hire Schedule*.

**Date of Commencement** for the purposes of these *Hire Conditions* means either

- (a) the date which the *Equipment* must be made available for *the Company* to collect from the *Vendor's Yard*; or
- (b) the date which the *Equipment* must be delivered to the *Site* by *the Vendor*;

The estimated *Date of Commencement* is provided in the *Purchase Order* and/or *Hire Schedule*.

**Date of Completion** for the purposes of these *Hire Conditions* means either:

- (a) the date which the *Equipment* must be returned by the *Company* to the *Vendor's Yard*; or
- (b) the date which the *Equipment* must be made available by *the Company* for collection at the *Site* by *the Vendor* and *the Vendor* must collect the *Equipment* from the *Site*

The estimated *Date of Completion* is provided in the *Purchase Order* and/or *Hire Schedules*.

**Hire Fee** means the fee comprising of the *Operating Hours* multiplied by the *Operating Rates* payment of which will be in accordance with clause 9 of the *Conditions*.

**Hire Period** means the period commencing on the *Date of Commencement* and expiring on the *Date of Completion*.

**Hire Schedule** means the schedule attached to this document titled *Hire Schedule*.

**Labour Rate** means the amount to be paid for the *Operators* (if any) as specified in the *Purchase Order*.

**Operator(s)** mean the persons supplied by *the Vendor* to operate, maintain and/or repair the *Equipment*.

**Operating Hours** means the number of hours the *Equipment* is in use by *the Company* as measured by the *SMU* and recorded in the *Daily Time Sheet*.

**Operating Rates** means the amount to be paid for the *Equipment* specified in the *Purchase Order* and/or *Hire Schedule*.

**Hire Responsibilities** means the table set out in the *Purchase Order* and/or *Hire Schedule* which defines the responsibilities of *the Company* and *the Vendor* with regard to the maintenance, servicing, repairs and other matters relating to the *Equipment Hire* and or *Operator(s)* under the *Contract*.

**SMU (Service Meter Unit)** means the mechanism in the *Equipment* which is used to measure the usage, by hour, of the *Equipment*.

**SMU Hours** means the engine hours based on the *SMU* for each piece of *Equipment*.

**Vendor's Yard** means the location identified in *PO Description* or other *Particulars* where the *Equipment* is stored by *the Vendor* prior to mobilisation to, and after demobilisation from the *Site*.

**Wet Hire** means the hire of *Equipment* and *Operators* together with any related maintenance, costs or services as determined by reference to the *Hire Responsibilities*.

### H.3 HIRE OF EQUIPMENT AND/OR OPERATORS

- H.3.1** During the *Hire Period*, *the Vendor* hires the *Equipment* and the *Operators* (if applicable) to *the Company* on the terms and conditions set out in the *Contract Documentation*.

- H.3.2** The *Hire* may be a *Dry Hire* or *Wet Hire* as specified in the specified in the *Purchase Order* and/or *Hire Schedule*.

- H.3.3** *The Vendor* acknowledges and agrees that the *Hire Fee* makes allowance for all of the risks that *the Vendor* accepts under the *Contract*, including, but not limited to:

- (a) meeting all warranties and representations made by *the Vendor* in the *Conditions*;
- (b) the costs of replacing defective *Equipment*;
- (c) the costs of replacing *Operators* who are not satisfactory, or who do not perform to a satisfactory standard, as determined by *the Company* in its sole and absolute discretion;
- (d) the costs of complying with its obligations to repair, service and maintain the *Equipment* set out in the *Purchase Order* and/or *Repair Schedule*;
- (e) no *Hire Fees* accruing during periods that *the Vendors Equipment* is unavailable due to repairs, maintenance, servicing and the like where *the Vendor* is responsible for such as determined by reference to the *Hire Responsibilities*;
- (f) no *Hire Fees* accruing during periods of *Site* closure such as mandatory Christmas shutdown, holiday periods, including public holidays, inclement weather or any other reason that *the Company* may decide the *Site* is closed;
- (g) no minimum chargeable hours for *Equipment* or *Operators*; and



(h) reasonable wear and tear of the *Equipment*

## H4. HIRE PERIOD

- H4.1 The *Vendor* must hire the *Equipment* and *Operator(s)* (if applicable) to the *Company* for the *Hire Period* (or any *Variation* thereto).
- H4.2 If the *Company* wishes to extend the *Date of Completion*, the *Company* may request an extension from the *Vendor* not less than 14 days prior to the *Date of Completion*, stating the requested extension to the *Date of Completion*.
- H4.3 Within seven days after receipt by the *Vendor* of the request given under clause H4.2, the *Vendor* must inform the *Company* whether or not the *Date of Completion* can be extended. If the *Date of Completion* is extended, the terms of the *Contract* will continue until the extended *Date of Completion*.
- H4.4 The *Vendor* agrees that the *Date of Commencement*, as set out in the *Purchase Order* and/or *Particulars*, is an estimate only and may be subject to change by written notice given by the *Company* to the *Vendor*.
- H4.5 The *Vendor* agrees that the *Date of Completion*, as set out in the *Purchase Order* and/or *Particulars*, is an estimate only and may be shortened by written notice given by the *Company* to the *Vendor*.
- H4.6 The *Vendor* will not be entitled to any additional payment and will have no *Claim* against the *Company* in relation to any change in the *Date of Commencement*, the *Hire Period* or the *Date of Completion* as contemplated in clause H4.4 and/or clause H4.5.

## H5. EQUIPMENT

- H5.1 The *Company* acknowledges that the *Vendor* owns the *Equipment* and in all circumstances retains the title to the *Equipment*. Nothing in this *Contract* shall confer on the *Company* any right, title, ownership or interest whatsoever in or over the *Equipment* except as expressly provided.
- H5.2 The *Vendor* must, at its own cost:
  - (a) complete all statutory tests required to be performed in respect of the *Equipment* to the satisfaction of the *Company* prior to the *Equipment* being mobilised to *Site*;
  - (b) provide operating manuals for the *Equipment* to the *Company*;
  - (c) comply with all applicable *Legislative Requirements* relating to the ownership of the *Equipment* and obtain and maintain in effect all necessary approvals and registrations governing or relating to the ownership of the *Equipment* until the last of the *Equipment* has been returned to the *Vendor*; and
  - (d) ensure all supplied *Equipment* has a minimum of a 40 channel 2 way radio, lockable battery isolator, safety handrails, rotating beacon, ROPS/FOPS, reverse beeper, safety decals, *SMU* meter and fire extinguisher or fire suppression.

## H6. OPERATORS

- H6.1 This clause applies if the *Contract* relates to *Wet Hire* and/or where *Operators* are supplied to maintain, service or repair the *Equipment*.
- H6.2 The *Vendor* must ensure and warrants that all of the *Operators* supplied to the *Company*:
  - (a) are acceptable to the *Company* in its absolute discretion;
  - (b) hold the necessary licences, qualifications and certificates of competency to gain *Site* entry and operate and maintain, service or repair the *Equipment*;
  - (c) exercise reasonable and necessary precautions which are appropriate to the nature of the *Work* to be performed and the conditions under which the *Work* is carried out;
  - (d) have all necessary personal protective equipment (*PPE*) and have undertaken all necessary .
- H6.3 If the *Operators* are not acceptable to the *Company*, for any reason, the *Vendor* must replace them with a suitably qualified replacement at its own expense.
- H6.4 The *Company* will direct the *Operators*:
  - (a) in the performance of the *Work* to be performed by the *Company* utilising the *Equipment*;
  - (b) with respect to occupational health and safety matters arising under the *Contract*, *Legislative Requirements*, *Site* safety plans or requirements or the *Company's* own safety plans or policies; and
  - (c) with respect to industrial relations matters arising under the *Contract*, industrial or *Site* agreement or the *Company's* own industrial relations management plans.
- H6.5 Should it be agreed that *Operators* and/or any other labour supplied by the *Vendor* are to be paid on an hourly rate:
  - (a) each *Operator* or labourer shall at the end of each day, complete a timesheet providing details as required by the *Company* and submit that timesheet to the *Company's* *Site* representative for approval and signing.
  - (b) No payment will be made for mandatory lunch or labour breaks, travel time or downtime due to service or repairs of *Equipment*

Failure to comply with the requirements of this clause 6.5 may lead to delay or non-payment to the *Vendor*.
- H6.6 The *Vendor* shall conduct, or cause the *Operators* to submit to, medical, drug and alcohol tests as and when directed by the *Company*.
- H6.7 The *Operators* are not employed by the *Company*. Notwithstanding anything else in the *Contract*, the *Operators* will remain employees of the *Vendor*.

## H7. MAINTENANCE

- H7.1 As determined by reference to the *Hire Responsibilities* the relevant *Party* must, at its own cost:
  - (a) service the *Equipment* at minimum periods in accordance with the manufacturer's specifications or to the *Vendor's* specifications. If a service is performed late, then the other services intervals are not extended and the original service schedule shall be maintained;
  - (b) carry out *Minor Repairs*; and
  - (c) supply the parts, materials, fuels, oil or lubricants set out in the *Hire*

## Responsibilities.

- H7.2 If the *Hire Responsibilities* does not specify any of the matters set out in clause H7.1 above or any other ancillary items, things or services necessary to enable use of the *Equipment* during the *Hire Period* then, unless otherwise agreed, the *Vendor* is responsible to supply and pay for those ancillary items, things or services (with costs of such included within the *Hire Fee*).
- H7.3 Unless expressly stated to the contrary in *Special Conditions*, *Hire Schedule* and/or *Purchase Order* the *Company* shall have no responsibility for any damage to the *Equipment* (including the cost of repair) except where such damage has been caused solely by the negligence of the *Company*. Under no circumstances will the *Company* be liable for reasonable wear and tear of the *Equipment*.
- H7.4 Notwithstanding clause H7.1, the *Company* is not liable for the cost of any repair or maintenance which is within the terms of any warranty provided by the *Vendor* or the manufacturer of the *Equipment*.
- H7.5 Upon the carrying out any maintenance whatsoever on *Equipment* under the *Contract*, each *Party* shall, at the request of the other, provide all service and other records in relation to the maintenance undertaken.
- H7.6 Where repairs and/or servicing of the *Equipment* is the responsibility of the *Vendor* such shall be arranged at the *Company's* convenience to ensure minimal disruptions to the *Company's* operations.

## H8. DELIVERY AND RETURN OF EQUIPMENT

- H8.1 The *Party* responsible for the mobilisation and demobilisation of the *Equipment* from the *Vendor's Yard* to the *Site* is determined by reference to the *Purchase Order* and/or *Hire Schedule*.
- H8.2 If the *Vendor* is responsible for the mobilisation and demobilisation of the *Equipment*:
  - (a) the *Vendor* must ensure that the *Equipment* is delivered to the *Site* no later than the *Date of Commencement*;
  - (b) on the *Date of Commencement*, the *Company* must ensure that a suitable area is available at the *Site* for the *Equipment* to be unloaded from the transport vehicle;
  - (c) the *Company* must ensure that the *Equipment* is available for collection by the *Vendor* from the *Site* on the *Date of Completion*; and
  - (d) the *Vendor* must collect the *Equipment* from the *Site* on the *Date of Completion*.
- H8.3 If the *Company* is responsible for the mobilisation and demobilisation of the *Equipment*:
  - (a) the *Vendor* must ensure that the *Equipment* is available for the *Company* to collect from the *Vendor's Yard* on the *Date of Commencement*;
  - (b) the *Company* must collect the *Equipment* from the *Vendor's Yard* on the *Date of Commencement*; and
  - (c) the *Company* must return the *Equipment* to the *Vendor's Yard* by the *Date of Completion*.

## H9. EQUIPMENT CONDITION

- H9.1 Once the *Equipment* arrives at *Site* an inspection to identify the condition of the *Equipment* prior to its use by the *Company* shall be completed. The *Company* shall record the inspection of the *Equipment* and shall take photographs of the *Equipment* (collectively known as the "Starting Condition Report") and provide a copy of the Starting Condition Report to the *Vendor* within 48 hours of the *Equipment* arriving at *Site*. The *Parties* acknowledge that the Starting Condition Report accurately reflects the condition of the *Equipment* prior to its use by the *Company*.
- H9.2 When the *Equipment* is no longer required by the *Company*, the *Company* shall conduct an inspection of the *Equipment* prior to the *Equipment* being demobilised from the *Site* or immediately after the *Equipment* is returned to the *Vendor's Yard* to identify the condition of the *Equipment* after its use by the *Company*. The *Company* shall record the inspection of the *Equipment* and shall take photographs of the *Equipment* (collectively known as the "Returning Condition Report") and provide a copy of the Returning Condition Report to the *Vendor* within two (2) *Business Days* of the *Equipment* being removed from *Site*. The *Parties* acknowledge that the completed Returning Condition Report accurately reflects the condition of the *Equipment* after to its use by the *Company*.
- H9.3 Should the *Vendor* seek to make any claim with regard to the condition of the *Equipment* (after allowing for fair wear and tear) upon its return to the *Vendor's Yard*, any such claim must be made to the *Company* in writing within the earlier of:
  - (a) Two (2) *Business Days* of receipt of the Returning Condition Report, or
  - (b) in the absence of a Returning Condition Report, within three (3) *Business Days* of the *Equipment* being removed from the *Site*; and shall detail:
    - (c) the nature of the claim made;
    - (d) the differences between the Starting Condition Report and Returning Condition Report, or in the absence of either Report evidence upon which the *Vendor* is making the claim;
    - (e) documentation supporting the quantum of any claim supported by third party quotations.
- H9.4 The *Company* will not be liable for any claim by the *Vendor* in respect of the condition of the *Equipment* if the *Vendor* fails to notify it of such in accordance with clause H9.3.
- H9.5 Should there be any dispute over the condition of the *Equipment* while in the care of the *Company* (allowing for fair wear and tear), the *Parties* must attempt to resolve the dispute by comparing the Starting Condition Report with the Returning Condition Report, failing which the dispute will be resolved in accordance with the dispute resolution process set out in the *Conditions*.

## SCHEDULE OF PARTICULARS

Item	Clause	Description	Particulars	
1.	1	<i>Purchase Order Number</i>	As per Purchase Order	
2.	1	<i>Company</i>	Name: Address: ABN: Representative: Mobile: Email:	As Per Purchase Order
3.	1	<i>Vendor</i>	Name: Address: ABN: Representative: Mobile: Email:	As per Purchase Order
4.	1	<i>Deliverables</i>	As per Purchase Order	
5.	1 & 8	<i>Price</i>	As per Purchase Order	
6.	1	<i>Date for Commencement</i>	As per Purchase Order	
7.	1	<i>Date for Completion</i>	As per Purchase Order	
8.	1	<i>Deliverables Location</i>	As per Purchase Order	
9.	1& 6	<i>Warranty Period</i>	12 Months from <i>Completion</i>	
10.	9(d)	<i>Address for Payment Claim</i>	12 Sarich Crt, Osbourne Park, WA, 6017 densford@densfordcivil.com.au	
11.	11.1(a) 11.1(b) 11.1(c) 11.1(d)  11.1(e) 11.1(f)	Insurances (minimum limit of cover) (a) Public and Product Liability (b) Workers' Compensation (c) Freight (d) Plant & Equipment  (e) Motor Vehicle (f) Professional Indemnity	(a) \$20,000,000.00 (b) \$50,000,000.00 (c) To the value of the Deliverables in transit (d) Replacement Value of Vendor's Plant & Equipment (e) \$20,000,000.00 (f) \$2,000,000.00	
12.	12.4	<i>Site Working Days and Hours</i>	Monday to Friday 7:00am – 6:00pm Saturday 7:30am – 5:00pm	
13.	13.1	<i>Time Period for Notice of Delay</i>	48 hours of the commencement of the delay event	
14.	13.2(d)	<i>Time Period for EOT claim</i>	5 days of the commencement of the delay event	
15.	1	<i>Excusable Delay</i>	N/A	
16.	14.2	<i>Time Period of Variation Quotation</i>	3 Days from request by <i>Company</i>	

## HIRE SCHEDULE

Description	Dry Hire		Wet Hire	
	Vendor	Company	Vendor	Company
Insurance		X	X	
Operator		X	X	
Repairs due to damage caused by negligence of the Company		X		X
All other Repairs	X		X	
Top up of Lubricants (oils, grease, coolants only)		X	X	
Servicing of Equipment	X		X	
Diesel Fuel Supply (no specific additives)		X	As per Purchase Order	
Tyres	X		X	
General Wear and Tear	X		X	
GET – Scraper Bars & Feets, All Equipment	X		X	
Equipment Mobilisation / Demobilisation	As Per Purchase Order			
Provision of Operating Manuals	X		X	

## **SPECIAL CONDITIONS**

**SC 1.**