

1 Provision of Goods and/or Services

- (a) The term **"you"** means the 'Supplier' named in the Purchase Order; **"we," "us"** and **"the Company"** means Taylors Engineering and Welding Services Pty Ltd (ABN 84 178 503 196) and **"Personnel"** means the employees, agents, contractors or subcontractors of a party (but our "Personnel" do not include your "Personnel").
- (b) By providing the Goods and/or Services referred to in the Purchase Order, you agree to be bound by:
- (i) the Purchase Order (and any plans, drawings, specifications or other technical documents attached to the Purchase Order); and
- (ii) these Standard Terms and Conditions, (collectively, this **"Agreement"**). We will determine the interpretation of the Contract to the extent of any inconsistency, conflict or ambiguity in the documents comprising it. You will not be entitled to any claim whatsoever including for costs, time or otherwise in connection with the determination.
- (c) The Agreement commences on the earlier of the date on which you confirm acceptance of a Purchase Order or commence performance of your obligations under a Purchase Order and will continue until you complete all such obligations. You and your Personnel must obtain and maintain (at your own expense) all authorisations, licences, permits and consents necessary for providing the Goods and/or Services.
- (d) You and your Personnel must ensure, and further represent and warrant on a continuing basis, that:

- (i) the Goods:
- (A) comply with all relevant Laws and Standards;
- (B) conform to the description, data, drawings, plans, specifications, and performance or operation criteria (as applicable), any samples, and the Company's requirements which have been provided to you;
- (C) be supplied with copies of all relevant material safety data sheets for dangerous Goods;
- (D) be free from any defect in design, provision, workmanship and makeup;
- (E) be provided with due care and skill and be of high quality and workmanship;
- (F) be provided by appropriately licensed, qualified, competent, skilled, experienced and professional personnel;
- (G) be new, of good and merchantable quality, and fit for their intended purpose generally and any specific purposes intended by us as disclosed to you or reasonably inferable;
- (H) not infringe or contribute to the infringement of any intellectual property rights;
- (I) be delivered (and installed, if applicable) on the date(s) for delivery specified in the Purchase Order (if any), time being of the essence; and
- (J) be properly and safely packaged, packed, transported and delivered to, and provided at, the place and within the time period specified in the Purchase Order;
- (ii) the Services:
- (A) comply with all relevant Laws and Standards;
- (B) conform to the description, data, drawings, plans, specifications, and performance or operation criteria (as applicable), any samples, and the Company's requirements which have been provided to you;

- (C) be free from any defect in design, provision, workmanship and makeup;
- (D) be provided with due care and skill and be of high quality and workmanship;
- (E) not infringe or contribute to the infringement of any intellectual property rights;
- (iii) any information supplied by you or your Personnel relating to this Agreement, the Goods or the Services, is true and correct;
- (iv) you have complete ownership of the Goods free of any liens, charges and encumbrances and will provide the Goods to us on that basis and we will be entitled to clear, complete, unencumbered and uninterrupted title and possession of the Goods;
- (v) from transfer of the title in the Goods to us, we will have the benefit of all usual manufacturers' warranties applicable to the Goods and any warranties specifically requested by us, and that you will, where requested by us, pursue any manufacturer warranties on our behalf; and
- (vi) you will provide us with copies of all manufacturers' warranties applicable to the Goods and any other usual documentation including instruction manuals, technical specifications or drawings when the Goods are delivered or when we otherwise reasonably request.
- (e) Unless the Agreement specifies otherwise, you must supply, at your own expense, all labour, plant, equipment, tools, appliances, materials and other property and items you require to fulfil your obligations under this Agreement.

- (f) Any plant, equipment, tools, appliances or other property and items that we provide to you are used at your own risk, remain our property and must only be used for the purposes of fulfilling your obligations under this Agreement.

2 Inspection and acceptance

- (a) We will have up to 30 days after delivery to inspect the Goods. We may inspect or conduct witness tests on the Services or their results at any time before and up to 30 days after completion.
- (b) If we reasonably believe any Goods or Services to be defective in any way we may, within the period for inspection and testing under paragraph (a) (as applicable):
- (i) reject any defective Goods by returning them to you;
- (ii) reject the defective Services by notifying you in writing;
- (iii) require you to repair, rectify or resupply the defective Goods or Services at your cost; or
- (iv) have the defective Goods or Services repaired, rectified or resupplied by a third party at your cost.
- (c) We may also reject any Goods or Services not delivered or completed (as applicable) on the date(s) for delivery or completion (as applicable) specified in the Purchase Order (if any).
- (d) You must refund to us, when requested, any payments made by us in respect of defective Goods or Services which we reject in accordance with paragraphs (b) or (c).
- (e) You must reimburse us for any expenses we incur in returning or repairing defective Goods and in rectifying defective Services in accordance with paragraphs (b) or (c).
- (f) Any payment or acknowledgement of receipt by us before inspection or testing does not constitute acceptance of the Goods or Services nor prejudice any claim we may have in connection with the Goods or Services.

3 Title and risk in Goods

- (a) Title in the Goods will pass from you to us upon payment of the applicable price.

- (b) Subject to paragraph (c), risk in the Goods will pass to us on us taking delivery of the Goods at the delivery location specified in the Purchase Order as evidenced by our signing of a delivery slip for the Goods.
- (c) If we reject or require rectification of any Goods under clauses 2(b) or 2(c), then risk does not pass to us until you rectify or replace (and we accept) the Goods.
- (d) You hereby waive any liens, charges and encumbrances you may have over the Goods which are delivered or provided to us pursuant to this Agreement.

4 Price, invoicing and payment

- (a) In this clause 4, terms or expressions which have a defined meaning in the GST Act have the same meaning given in the GST Act.
- (b) The price for the Goods and/or Services set out in the Purchase Order is fixed, not subject to escalation, inclusive of all duties and taxes (except GST) and all costs incurred by you or your Personnel in providing the Goods and/or Services including all charges for packaging, packing, transit, transport, insurance and delivery of the Goods.
- (c) You must submit tax invoices to us no earlier than delivery and acceptance of the Goods and/or Services as set out in clause 2, unless we have agreed to make a partial or full upfront payment in which case the invoice should reflect the amount agreed to be paid upfront.
- (d) The tax invoice must be in a form acceptable to the Company and must contain the following information:
 - (i) the agreement number or Purchase Order number;
 - (ii) a brief description of the Goods and/or Services supplied;
 - (iii) any further information stipulated in the GST Act or any other applicable tax legislation, or by the Company, so that the Company will receive the benefit of any tax credit or refund in relation to the supply of the Goods and/or Services; and
 - (iv) such other accurate verification documentation as may be requested by the Company.
- (e) Subject to you complying with this clause 4, we will pay all invoices rendered to us by you under this clause 4 within 30 days from the end of the month of receipt of that invoice, except where we dispute the invoice. Payment is made on account only and is not proof or admission that the Goods and/or Services have been accepted by us or are to our satisfaction.
- (f) If the Company disputes any amount claimed by you to be due and payable, the Company will pay the undisputed part of the invoice (if any) and withhold the balance pending resolution of the dispute. If the resolution of the dispute determines that we are to pay an amount to you, we will pay that amount upon resolution of the dispute.
- (g) You must keep and maintain accurate and reasonably detailed books and financial records in connection with the provision of the Goods and/or Services. Where a price is calculated on a 'time and cost' or similar basis, we may audit your records to determine if the price has been correctly calculated at any time within 12 months after submission of the relevant tax invoice.
- (h) If any supply made under this Agreement is or becomes subject to GST, the party to whom the supply is made must pay to the party making the supply, in addition to any consideration payable, an additional amount on account of GST. If any party is required to reimburse or indemnify the other party for a cost, expense or liability (**Cost**) incurred by the other party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred less the amount of any credit or refund of GST to which the party incurring the Cost is entitled to claim.

- (i) If we are entitled to an exemption or concession concerning any tax or import duty or import tariff with respect to the Goods and/or Services, you must apply for that concession or exemption and as far as possible promptly pass on to us the benefit of that concession or exemption.
- (j) No interest will be payable by us in respect of any invoice rendered to us by you under this clause 4 which remains due and payable and unpaid.
- (k) We may withhold, retain or set off from any payment due to you under this Agreement any or all monies due, or becoming due, to us by you and any amounts we deem necessary to protect us against any costs, charges, expenses or damages for which you may be liable to us in connection with this Agreement or otherwise.
- (l) Unless otherwise specified in the Purchase Order, any money payable to you is to be paid in Australian Dollars.

5 Insurance

- (a) You and your subcontractors must take out and maintain (at no cost to us) for the entire duration of this Agreement (unless otherwise specified) the following insurance policies:
 - (i) public and products liability insurance with a minimum cover of \$20 million per claim and unlimited as to the number of claims;
 - (ii) workers compensation insurance for at least the amount required by law and unlimited as to the number of claims;
 - (iii) insurance which covers the Goods for not less than their replacement value, which insurance must be maintained until the Goods are accepted by us and title is transferred to us;
 - (iv) if the provision of the Goods and/or Services requires you or your Personnel to:
 - (A) provide or use plant and equipment, plant and equipment insurance;
 - (B) transport the Goods to or from our Sites, Goods in transit insurance;
 - (C) use motor vehicles, motor vehicle insurance with a minimum cover of \$50 million per claim and unlimited as to the number of claims; or
 - (D) provide directly or indirectly professional services, professional indemnity insurance with a minimum cover of \$20 million per claim and unlimited as to the number of claims, which insurance must be maintained in effect for not less than 6 years after the end of this Agreement; and
 - (v) any other insurances required by law.
- (b) Each insurance policy which you are required under this Agreement to take out and maintain must:
 - (i) include the Company as an additional insured (excluding any workers compensation or professional indemnity insurance);
 - (ii) include a cross liability endorsement that:
 - (A) all agreements and endorsements except limits of liability must operate in the same manner as if there were a separate policy of insurance covering each party insured; and
 - (B) a failure by any insured party to observe and fulfil the terms and conditions of the policy must not prejudice the rights of any other insured party;
 - (iii) provide a waiver by the insurer of all rights of subrogation, action or relief against any of the insured parties;
 - (iv) with respect to workers' compensation policies, be extended to include a blanket principals' indemnity

extension for benefits under applicable legislation and common law with a waiver of subrogation in favour of us and anyone designated by us; and

- (v) be with an insurer rated no lower than A- (Standard & Poor's) and otherwise on terms and conditions and in the amounts which are acceptable to us (acting reasonably).
- (c) Before commencing the provision of Goods and/or Services you must provide us certificates of currency for any insurances required to be held by you or your Personnel under this Agreement. All costs incurred by us as a consequence of you or your Personnel not maintaining such insurances will be a debt due from you to us.

6 Liability and indemnities

- (a) You and your Personnel enter our Sites at your and their own risk.
- (b) You are liable for and must indemnify us and keep us indemnified from and against any and all liability, loss, cost or damage of any kind whatsoever which we may suffer or incur arising out of, in connection with, or in relation to, any act, omission or breach of this Agreement by you or your Personnel. This indemnity will be reduced to the extent that such liability, loss or damage is caused, or contributed to, by our negligence or wilful misconduct.
- (c) You will indemnify us against all claims in regard to wages that may become due and payable to your Personnel and the employees of your Personnel and all claims of your Personnel and suppliers of goods, labour or services provided in connection with your performance of the Agreement.
- (d) Neither party is liable to the other party for any loss of use, loss of revenue, loss of profit, loss of product or production, business interruption, loss of business opportunity, loss of savings, loss of use of capital or loss of goodwill arising out of or in connection with this Agreement.
- (e) The exclusion of liability in paragraph (d) does not apply in respect of your:
 - (i) liability in relation to injury, illness or death to persons or loss of or damage to property;
 - (ii) breach of any Legislative Requirements;
 - (iii) breach of obligations or warranties with respect to confidentiality and intellectual property;
 - (iv) liability for any amount which is recovered or recoverable under a policy of insurance required to be maintained by you under the Agreement or amounts which you would have been entitled to recover but for your failure to comply with the terms and conditions of the Agreement or the relevant policy, or to diligently pursue a claim under the relevant policy; or
 - (v) fraud, criminal conduct, deliberate default or wilful misconduct.
- (f) Part 1F of the *Civil Liability Act 2002 (WA)* is excluded from operation with respect to any dispute, claim, action or matter under or in connection with this Agreement.
- (g) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.
- (h) It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement.
- (i) The making of a claim by a party under an indemnity contained in this Agreement in respect of a particular event does not preclude that party from subsequently making further claims under that indemnity in respect of any further loss arising out of the same event for which it has not previously been indemnified.

7 Assignment and subcontracting

- (a) You may not assign all or any part of your rights or transfer your obligations under this Agreement without our prior written consent.
- (b) We may assign all or any part of our rights or transfer our obligations under this Agreement without your consent.
- (c) You must not subcontract all or any part of your obligations under this Agreement without our prior written consent.

8 Suspension and termination

- (a) To the extent permitted by law, we may at any time and for any reason, suspend performance of your obligations under this Agreement by giving you notice. When you receive a notice of suspension from us, you must immediately suspend performance of the relevant obligations until such time as we direct you to resume performance of those obligations by notice in writing.
- (b) In this clause 8, "**Force Majeure Event**" means an event or circumstance that directly or indirectly prevents or delays a party ("**Affected Party**") performing one or more of its obligations ("**Affected Obligations**") under this Agreement, where that event or circumstance could not have been anticipated at the date of the Agreement, is beyond the reasonable control and without the fault or negligence of the Affected Party, and which by the exercise of reasonable diligence the Affected Party could not have prevented (excluding any shortage of labour or materials).
- (c) If a Force Majeure Event occurs:
 - (i) the Affected Party must as soon as practicable notify the other party of the Force Majeure Event, the effect of the Force Majeure Event on the Affected Obligations, the estimated period of delay to the Affected Obligations, and steps to minimise any delay, loss or damage caused by the Force Majeure Event; and
 - (ii) the Affected Obligations are suspended, to the extent to which they are affected by the Force Majeure Event, for the duration of the Force Majeure Event; and
 - (iii) the Affected Party must use all reasonable endeavours to remove, overcome or minimise the effects of the Force Majeure Event,and, if the Affected Obligations have or will be suspended for a period of more than 60 consecutive days, either party may elect to terminate this Agreement by notice in writing to the other party.
- (d) You must use your best efforts to mitigate any costs and expenses incurred as a consequence of a suspension of your obligations under this Agreement.
- (e) Where the suspension of your obligations by us under this clause 8 is a direct result of, and solely caused by, the acts or omissions of us or our Personnel, as your sole and exclusive remedy we will reimburse you (within a reasonable time of receipt by us of a detailed breakdown of your claim and substantiating invoices or other evidence) for the extra direct costs necessarily and reasonably incurred by you as a direct consequence of the suspension.
- (f) We may immediately terminate this Agreement by notice in writing to you if:
 - (i) you become insolvent, bankrupt or are convicted of a criminal offence;
 - (ii) you or your Personnel breach any obligation under this Agreement which is unable to be remedied or, if it is able to be remedied, is not remedied within 14 days of us giving you notice to do so; or
 - (iii) in our reasonable opinion, you or your Personnel have engaged in any unsafe work practices.
- (g) Nothing in this Agreement or at law, entitles you to terminate or suspend performance of your obligations under this

Agreement unless we have breached a material obligation which is unable to be remedied or, if it is able to be remedied, is not remedied within 14 days of you giving us notice to do so and monetary damages would not be an appropriate remedy for such breach.

- (h) To the extent permitted by law, we may terminate this Agreement at any time and in our sole discretion by giving you 7 days prior notice, in which case we must (as your sole entitlement) reimburse you for all work in progress or Goods delivered and expenses appropriately incurred under this Agreement up to the date of the notice of termination which cannot be reversed or mitigated by you applying best efforts.
- (i) Unless expressly stated otherwise, termination of this Agreement for any reason does not affect the rights or obligations of a party which have accrued prior to termination.

9 Site services

- (a) Subject to the compliance by you with the terms of the Agreement, we will give you access to our Site as and when reasonably required to enable you to supply the Goods and/or Services.
- (b) You and your Personnel must, in providing the Goods and/or Services, use your best endeavours not to interfere with any of our activities or the activities of any other person on our Sites and ensure that our Sites are left secure, clean, orderly and fit for immediate use.
- (c) You acknowledge and agree with us that:
 - (i) the Company remains in possession of our Sites at all times; and
 - (ii) the Company retains overriding control of the Sites and all persons within the Sites.
- (d) While at our Sites, you and your Personnel must comply with our Site rules and safety management plan (which are incorporated by reference into this Agreement), and all of our other rules, procedures, requirements and directions (as notified by us or our Personnel), including in respect of safety.
- (e) Copies of our Site rules and safety management plan are available upon request and you are responsible for the distribution of the Site rules and safety management plan to your Personnel.
- (f) We may amend our Site rules at any time. You must comply with such amendments from the time that notice of the amendments are provided to you.
- (g) You will be responsible for providing your Personnel with all necessary personal protection and safety equipment and clothing at no cost to us, unless otherwise agreed. All Personnel are required to wear appropriate personal protection and safety protection in accordance with our Site rules and safety management plan.
- (h) You will work co-operatively with other contractors at our Sites and will use all reasonable endeavours to avoid any conflict between your activities and the activities of other contractors.
- (i) If you incur delays or additional costs through interference by other contractors or personnel, you may inform us and we will take the reasonable steps that we consider appropriate (in our discretion) to minimise such interference, but you will not be entitled to claim such additional costs from us.
- (j) Your Personnel may not enter or commence work on our Sites unless they have completed any safety induction course or training required by us.
- (k) If any of your Personnel fails to comply with any obligation under this clause 9 or is otherwise in our discretion (acting reasonably) not appropriately licensed, qualified, competent, skilled or experienced, we may in our discretion deny that person access to the Site or require the relevant Personnel to leave the Site immediately.

10 Intellectual property

- (a) All intellectual property rights, including without limitation all know-how, trade secrets, patents and copyright created during or resulting from the supply of the Goods and/or Services will vest in us immediately on creation.
- (b) You grant us a perpetual, irrevocable, transferable, non-exclusive, royalty free licence to use, modify, adapt or sublicense any intellectual property owned by you or your Personnel to the extent necessary for us to use the Goods and/or Services and otherwise exercise our rights or perform our obligations under this Agreement.
- (c) You must do all things necessary to give full effect to the rights and obligations contained in this clause 10.
- (d) You warrant that provision of the Goods and/or Services will not infringe the intellectual property rights of any third party and that you have all intellectual property consents, licences and rights necessary to perform your obligations under this Agreement.

11 Confidentiality

- (a) You and your Personnel must not (except to the extent necessary to comply with your obligations under this Agreement) disclose to any person any information (including the terms of this Agreement) owned or relating to us or our business or our Personnel or customers.
- (b) Nothing in this Agreement prohibits disclosure of information which is in the public domain otherwise than as a result of a breach of this clause 11, is received from a third party provided that it was not acquired by that third party as a result of a breach of this Agreement or is required to be disclosed by law or any governmental body, authority or agency having authority.

12 PPSA

- (a) Words and phrases used in the Agreement that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates. If we determine that the Agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, you agree to do anything which we ask and consider necessary for the purposes of:
 - (i) ensuring that the security interest is enforceable, perfected and otherwise effective; or
 - (ii) enabling us to apply for any registration, complete any financing statement or give any notification, in connection with the security interest so that we have the priority required by it; or
 - (iii) enabling us to exercise rights in connection with the security interest.
- (b) You waive our obligation to give all notices under the PPS Law (including notice of a verification statement) unless such waiver is not permitted or effective under the PPS Law.

13 Dispute resolution

- (a) In the event of any dispute, controversy or claim between the parties ("**Dispute**"), either party may deliver to the other party a written notice ("**Dispute Notice**") which sets out the matters that are the subject of the Dispute.
- (b) During the period of 30 days after delivery of the Dispute Notice (or such longer period agreed in writing by the parties), each of the parties must undertake genuine and good faith negotiations to attempt to resolve the Dispute.
- (c) No party may commence any legal proceedings in relation to a Dispute unless the party has complied with any obligation on it under this clause 13 or the proceedings are commenced for the purpose of seeking interlocutory relief.

14 Notices

- (a) Subject to paragraph (c), any notice under this Agreement must be in writing and:
- (i) delivered by hand or sent by post, to the address of the party set out in the Purchase Order or otherwise notified; or
 - (ii) sent by email, as an attachment to an email, to the email address of the party set out in the Purchase Order (if any) or otherwise notified.
- (b) A notice is deemed to be given and received:
- (i) if delivered by hand, on the day of delivery;
 - (ii) if sent by post, on the third Business Day after posting; or
 - (iii) if sent by email, four hours after it is sent, unless the sender receives notification from its or the recipient's email server that the email is undeliverable, was not delivered or the recipient is out of the office,
- but if the result is that a notice would be taken to be given or made on a day that is not a Business Day or is later than 5pm (local time) it will be conclusively taken to have been duly given or made at the start of business on the next Business Day.
- (c) Notices under clauses 8(f), 8(g) and 8(h) may only be delivered by hand or sent by post.

15 General

- (a) You must ensure that your Personnel comply with this Agreement as if they were parties to it and you are liable for any acts, omissions and breaches of this Agreement by your Personnel.
- (b) In performing this Agreement, you and your Personnel must comply with all Legislative Requirements.
- (c) This Agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter. Any terms and conditions contained in or relating to any other documents, including any of your documents, in respect of the Goods and/or Services are expressly excluded. Without limiting this:
- (i) the inclusion of your quote number in the Purchase Order is for convenience only and does not incorporate the terms of that quote into the Agreement; and
 - (ii) any terms and conditions provided by you to us will be of no legal effect and will not form part of the Agreement even if we or any of our Personnel signs them or annexes them to the Agreement.
- (d) Unless expressly stated otherwise, where a right or remedy is conferred on us under this Agreement, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on us under this Agreement or according to law.
- (e) This Agreement is governed by the laws of Western Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia. Any provision of this Agreement which is void or unenforceable is to be read down or severed to the extent it is possible to do so without affecting the validity or enforceability of this Agreement.
- (f) Each party will bear its own costs in relation to the negotiation, preparation and execution of this Agreement and any further documentation required.
- (g) No variation of this Agreement is effective unless made in writing and signed by all parties. Any variation will only be applicable to the specific Purchase Order and will not apply to past or future Purchase Orders nor oblige us to agree to such a variation for any other Purchase Orders.

- (h) No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it. A single or partial waiver or exercise of a right or remedy under this Agreement does not prevent a further exercise of that or of any other right or remedy. Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver or prevent further exercise of that or any other right or remedy.
- (i) The invalidity or enforceability of one or more of the provisions of this Agreement will not invalidate, or render unenforceable, the remaining provisions of this Agreement.
- (j) Nothing in this Agreement constitutes a joint venture, agency, partnership or other fiduciary relationship between the parties. At all times while performing your obligations under this Agreement, you are an independent contractor and not an employee or agent of ours.
- (k) This Agreement is a non-exclusive contract for the supply of Goods and it does not prevent or restrict us from entering into other contracts for the supply of, or performance of, the same or similar Goods with other suppliers.
- (l) Clauses 6, 8(i), 10, 11, 15 and 16 will survive the termination or expiry of this Agreement.
- (m) In this Agreement:
- (i) the singular includes the plural and the plural includes the singular;
 - (ii) other grammatical forms of a word or phrase defined in the Agreement have a corresponding meaning;
 - (iii) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate as well as an individual;
 - (iv) a reference to a clause, party or schedule is a reference to a clause of, and a party or schedule to, the Agreement;
 - (v) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
 - (vi) a reference to a party to a document includes that party's successors and permitted assignees;
 - (vii) a promise on the part of 2 or more persons binds them jointly and severally;
 - (viii) no provision of the Agreement will be construed adversely to a party because that party was responsible for the preparation of the Agreement; and
 - (ix) specifying anything after the words 'include' or 'for example' or similar expressions does not limit what else is included.

16 Definitions and interpretation

The following terms have the meanings ascribed:

- (a) **Authority** means any government, any minister or ministry or any governmental, semi-governmental, local governmental, administrative, fiscal, regulatory or judicial body, tribunal, department, commission, authority, agency, statutory corporation, instrumentality, bureau, board or undertaking under the direct or indirect control of any government;
- (b) **Business Day** means a day on which banks are open for business in Perth, Western Australia excluding a Saturday, Sunday or public holiday in that city;
- (c) **Defects Liability Period** means a period of 12 months commencing on the date of delivery of the applicable Goods and, where relevant, any additional period of time specified in this contract;

- (d) **Error** means any defect, error, omission, discrepancy, inconsistency, or ambiguity in respect of any Goods;
- (e) **Goods** means any goods, materials, supplies, equipment or other items set out in the Purchase Order;
- (f) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*;
- (g) **Laws** includes:
 - (i) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory applicable to the Goods and/or Services;
 - (ii) certificates, licences, consents, permits, approvals, codes, standards and requirements of any Authority in respect of the Site or the supply or performance (as applicable) of the Goods and/or Services; and
 - (iii) fees and charges payable in connection with the foregoing;
- (h) **PPSA** means the *Personal Property Securities Act 2009* (Cth);
- (i) **PPS Law** means the PPSA and any regulations made under it, and any amendment made at any time to the *Corporations Act 2001* (Cth) or any other legislation as a consequence of the PPSA;
- (j) **Purchase Order** means the individual purchase order issued by us to you with respect to the supply of the Goods and/or Services;
- (k) **Site** means the project site or premises for delivery and/or installation of the Goods and/or Services set out in the Purchase Order; and
- (l) **Standards** means Australian Standards, the Building Code of Australia, the National Code of Practice for the Construction Industry and any other relevant standards and codes of practice.