

1 Contract

- (a) The following documents form the entire agreement between the parties:
 - (i) the Order;
 - (ii) these terms and conditions; and
 - (iii) subject always to clause 1(d), any other documents referred to in the Order,

(Contract).
- (b) If there are inconsistencies or ambiguities between documents comprising the Contract, the Principal will direct the Contractor as to the interpretation and the Contractor must comply with the direction and will not be entitled to Claim as a result of the direction.
- (c) The Contractor accepts the Contract applies, by continuing to supply any Services, Works or Goods after receipt of any Order.
- (d) The parties agree that the terms and conditions of the Contract supersedes any previous negotiations and apply notwithstanding and to the exclusion of any terms and conditions issued by the Contractor (including on any Order confirmation or similar document).

2 Standards and Approvals

- (a) The Contractor must supply the Services, Works and Goods in accordance with:
 - (i) all applicable Legislative Requirements;
 - (ii) Project Procedures; and
 - (iii) Industry Best Practice.
- (b) The Contractor must expeditiously apply for, obtain and maintain, all Approvals required for the Services.

3 Nature of the Supply

- (a) The Contractor must supply the Services, Works and Goods in accordance with this Contract and with due expedition and without delay.
- (b) The Contractor warrants that all Services and Works will be carried out with, and the Goods provided with, due care, skill and diligence, in accordance with this Contract and by representatives who are skilled, competent, experienced, qualified and licensed in their respective trades or professions.
- (c) The Contractor warrants that:
 - (i) it has obtained the necessary Approvals in respect of all Services, Works and Goods;
 - (ii) the Services, Works and Goods will be in accordance with this Contract, including any scope of work, drawings or specifications;
 - (iii) the Services, Works and Goods will be free from defects, while the Contractor is supplying the Services, Works and Goods prior to Completion and thereafter for a period of twenty four (24) months after the Date of Completion, or if there is more than one, the last Date of Completion (**Warranty Period**);
 - (iv) to the extent there have been any samples, examples or testing provided, the Services, Works and Goods will match the samples, examples and tests provided; and
 - (v) the Services, Works and Goods will be fit for any purpose which the Services, Works or Goods of the same kind are commonly supplied and also fit for any other purpose which has been specifically made known to the Contractor (including as may have been stated in the Contract).

4 Goods

- (a) Where the Services include the supply of Goods, the Contractor must supply the Goods at the place for delivery by the date or within the time for delivery, as stated in this Contract or as directed by the Principal. Any date or time for delivery is of the essence.
- (b) Title to and property in any Goods, whether fixed or not, passes to the Principal upon the earlier of:
 - (i) delivery of the Goods to the Principal or its representative, agent or carrier; or
 - (ii) any payment for the Goods.
- (c) The Contractor warrants that the Goods are and will be delivered free of all charges, liens, encumbrances and security interests (whether registered or not) and that, prior to and at the time of title passing to the Principal, it has a good and marketable title to the Goods. The Principal retains title and ownership in all material and equipment supplied or purchased by the Principal.
- (d) The risk of loss or damage to the Goods remains with the Contractor at all times until the latter of:
 - (i) delivery of the Goods to the Principal or its representative, agent or carrier and acceptance by the Principal; or
 - (ii) the Date of Completion, or if there is more than one, the last Date of Completion, of the Services for which the Goods are supplied.
- (e) The *Sale of Goods (Vienna Convention) Act 1986* (Qld), any like legislation in any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention or CISG) does not apply to Goods supplied under this Contract.

5 Representatives

- (a) The Principal's Representative has authority to exercise, and give directions in relation to, all functions of the Principal for the purposes of

this Contract. The Principal's Representative may delegate his or her authority to any person, including to the Principal's Project Manager.

- (b) The Contractor's Representative must act as the Contractor's representative under this Contract and any direction given by the Principal to the Contractor's Representative is binding. The Contractor must not substitute the Contractor's Representative without the prior written consent of the Principal.

6 Principal's other contractors

- (a) The Principal may engage the Principal's Other Contractors to supply services, works or goods to the Project.
- (b) The Contractor must cooperate with the Principal's Other Contractors and coordinate the Services, Works and Goods with the performance of the work, services or supply of goods by the Principal's Other Contractors.
- (c) The Contractor acknowledges that the Contract Sum allows for any delays and any increased costs in, and it is not entitled to any Claim, including any extension of time for any delay or disruption costs incurred as a result of, the coordination of the Services with the work or services to be performed or goods to be supplied by the Principal's Other Contractors.

7 Reporting

The Contractor must provide progress reports, at minimum on a monthly basis or more frequently as directed by the Principal.

8 Travel

All Project related travel directed or required by the Principal is subject to the Principal's prior written approval.

9 Health, Safety and Environment

- (a) The Contractor must perform its obligations with due regard for the health and safety of all persons and the protection of environment and must take all precautions necessary to protect the health and safety of all persons and the environment. The Contractor will comply with all Project Procedures relevant to the supply of the Services, Works and Goods.
- (b) In supplying the Services, Works and Goods the Contractor must, and must ensure that its employees, agents and suppliers:
 - (i) attend any inductions the Principal requires before they enter the Site;
 - (ii) comply with all applicable Project Procedures in relation to health, safety and the environment, as well as any plans Principal may require the Contractor to prepare;
 - (iii) comply with all applicable Legislative Requirements in relation to health safety and the environment, including WH&S Law;
 - (iv) comply with all directions issued by the Principal or any other authorised Site supervisor; and
 - (v) cooperate with others carrying out work at the Site and coordinate its Services with the work of others so as to avoid disruption to others.
- (c) The Contractor must immediately (and in all cases within 24 hours) advise the Principal and provide it with a written report, if:
 - (i) the Contractor reasonably believes that any part of the Site or any plant or equipment at the Site is unsafe;
 - (ii) any person engages in work practices that are likely to put safety, health or the environment at risk; or
 - (iii) an incident or accident occurs.
- (d) Entry to the Site by the Contractor and the Contractor's employees, agents and suppliers is at their own risk and the Principal is not responsible for any loss or damage suffered by the Contractor and the Contractor's employees, agents and suppliers while on the Site or any other place provided by the Principal in connection with the Services, Works and Goods.
- (e) The Contractor must, at its cost, immediately and permanently remove from the Site any person the Principal considers (in its absolute discretion) is behaving in an unsafe or offensive manner or is in breach of any Project Procedure.

10 Commencement and completion

- (a) The Contractor must:
 - (i) commence provision of Services, Works and Goods on the Date for Commencement or other date directed by the Principal; and
 - (ii) complete the Services and Works and achieve delivery Goods by the Date for Completion or other date directed by the Principal.
- (b) When the Principal is of the opinion that Completion has been reached, the Principal may certify Completion.

11 Variations

- (a) The Principal may at any time direct the Contractor to vary, amend, increase, decrease, omit or change the quality, character, extent, commencement, duration or scheduling of the Services, Works or Goods (**Variation**), by variation order. The Contractor agrees to perform all Variations to the Services as varied by the variation order. The Contractor will not be paid or reimbursed for a Variation carried out without an approved variation order.
- (b) If the Principal decreases or omits any Services in a variation order, it may provide those Services itself, or procure them from others. If the parties cannot agree the adjustment to the Contract Sum, the Principal will price the Variation using reasonable rates and prices.

12 Contract Sum

In consideration of the performance of the Services in accordance with this Contract, the Principal must pay the Contractor the Contract Sum. The Contractor will not be paid or reimbursed for any Services that exceed any Estimated Contract Sum without prior written approval by the Principal, and the Contract Sum includes all things necessary to supply the Services, Works and Goods in accordance with the Contract including:

- (a) labour, tools, equipment and materials;
- (b) complying with all Legislative Requirements and obtaining all insurances and Approvals;
- (c) packaging and transport; and
- (d) all taxes, duties, levies, excise and other government fees and charges (other than GST).

Any lump sum prices or rates are fixed for the duration of this Contract. All payments made by the Principal before the final payment under this Contract are "on account" only and may be adjusted in any future payment certificate or by any future payment.

13 Payment Claims

The Contractor must provide a valid Payment Claim to the Principal on or before three (3) business days after the end of each month. Only one (1) Payment Claim may be made each month.

All Payment Claims must be in accordance with the lump sum, rates or units comprising the Contract Sum. All Payment Claims must state the Order number applicable to the supply of the Services, Works and Goods.

14 Payment Certificates

- (a) The Principal may issue to the Contractor a payment certificate stating the payment to be made by the Principal to the Contractor or by the Contractor to the Principal.
- (b) The Principal will pay the Contractor the Contract Sum in respect of the value of the Services, Works and Goods which are properly provided in accordance with the Contract as assessed by the Principal. If the Principal intends to pay less than the amount claimed in a Payment Claim, it may:
 - (i) give the Contractor a payment schedule within 10 business days of receipt of the Contractor's Payment Claim setting out the amount it proposes to pay; and
 - (ii) pay the amount of the payment schedule (if any), within 30 days after the end of the month in which the Principal receives a valid Payment Claim.
- (c) If the balance of the Payment Claim is disputed by the Contractor, and if the resolution of the dispute determines that the Principal is to pay an amount to the Contractor, the Principal will pay that amount in 30 days after resolution of the dispute.
- (d) If requested by the Principal, the Contractor must submit a statutory declaration which states that as at that date, all employees, agents, suppliers or creditors of the Contractor have been paid all that has been claimed by them in connection with the supply of any Services, Works or Goods. If the Contractor has not paid such amounts claimed, the statutory declaration must set out the amounts in dispute and the reason for the dispute.

15 Final payment

- (a) The Contractor must submit its final Payment Claim on or before twenty eight (28) days after the earlier of:
 - (i) the Date of Completion, or if there is more than one, the last Date of Completion; or
 - (ii) where this Contract is terminated, the date of termination stated in the notice of termination.
- (b) After the expiration of the period for lodging the final Payment Claim any claim that the Contractor could have made against the Principal that has not been made is barred and forever released by the Contractor.

16 GST/VAT/ST

- (a) Unless stated to be GST/VAT/ST exclusive, all rates and prices are inclusive of GST/VAT/ST. The Contractor must detail any GST/VAT/ST in any invoice and must do all things necessary in order to derive the benefit of any GST/VAT/ST exemption, rebate, input tax credit or zero rating.
- (b) If a Supply made under or in connection with this Contract is a Taxable Supply, then at or before the time the consideration for the Supply is payable:
 - (i) the Recipient must pay the Contractor an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under this document for that Supply); and
 - (ii) the Contractor must give the Recipient a Tax Invoice for the Supply.
- (c) If either party has the right under this Contract to be reimbursed or indemnified by another party for a cost incurred in connection with this Contract, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).
- (d) Capitalised terms in this clause 16 have the same meaning as in the GST Act.

17 Audit

All Payment Claims, records related to performance of the Services, use of the Principal's Confidential Information and Work Product is subject to audit by the

Principal and the Contractor agrees to provide the Principal, and its agents, with access to, and to deliver up, all records and Information (whether in written or electronic form) requested by the Principal.

18 Set Off and Backcharges

- (a) The Principal may withhold, deduct or set off from payments due to the Contractor:
 - (i) any debts due from the Contractor to the Principal;
 - (ii) where the Principal has a Claim against the Contractor including for indemnification;
 - (iii) where the Services, Works or Goods are not in accordance with this Contract; or
 - (iv) where the Principal has claimed damages for a breach of contract or warranty.
- (b) Without limiting the Principal's rights under clause 18(a), the Principal may, in its absolute discretion, elect to value any Claim against, or any debt due and payable by, the Contractor as a backcharge including where the Principal has rectified defects or taken over all or part of the Services. Backcharges are payable upon notice by the Principal and valued at actual cost plus actual cost times sixty percent (60%) for the Principal's indirect, overhead, supervision and administration costs.

19 Defects

- (a) If the Principal determines that any of the Services, Works or Goods are unsatisfactory, defective, of inferior quality or workmanship or fail to meet any requirements of this Contract (**Defective**), the Contractor must do any of the following, at its own cost, as determined by the Principal in its absolute discretion:
 - (i) re-take possession of the Defective Goods and refund the Contract Sum for the Defective Goods to the Principal;
 - (ii) deliver replacements of the Defective Goods or re-perform the Defective Services or Works; or
 - (iii) repair the Defective Goods or remedy the Defective Services or Works,and reimburse the Principal for any loss or damage it has incurred or suffered as a result of the supply of the Defective Goods or performance of the Defective Services or Works.
- (b) The rights under clause 19(a) are in addition to any other rights of the Principal under the Contract or in accordance with any Legislative Requirements.
- (c) If the Principal requires the Contractor to re-take possession of Defective Goods, the Contractor must collect the Defective Goods within 7 days from when notified by the Principal, failing which the Principal may (but is not obliged to) return the Defective Goods to the Contractor at the Contractor's cost and risk.
- (d) Where the Contractor is overcoming any Defective Services, Works or Goods during the Warranty Period, it must ensure that any replacements, repairs or re-performance is carried out at the times notified by the Principal and so as to minimise any inconvenience to users of the Site.
- (e) Without limiting the Warranty Period or the Contractor's other obligations, the Contractor must do all things necessary to ensure that the Principal has the benefit of any warranties given by any third parties in respect of the Services, Works or Goods and must give the Principal all documentation relating to such warranties. Such third party warranties are in addition to the warranties of the Contractor.
- (f) If the Contractor fails to take action as and when directed under clause 19(a), the Principal may, without further notice to the Contractor, engage a third party to replace or repair Defective Goods or re-perform Defective Services and Works and all costs and damages suffered by the Principal in connection with the Contractor's failure shall be a debt due and payable to the Principal by the Contractor.

20 PPSA

- (a) In this clause, the words '**Accession**', '**Commingled**', '**Financing Statement**', '**Grantor**', '**Personal Property**', '**Proceeds**', '**Security Interest**' and '**Verification Statement**' have the meanings given to them in the PPSA.
- (b) The parties acknowledge that this Contract may constitute a Security Interest in favour of the Principal.
- (c) If the Principal determines that this Contract (or a transaction in connection with it) is or contains a Security Interest, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:
 - (i) ensuring that the Security Interest is enforceable, perfected and otherwise effective;
 - (ii) enabling the Principal to apply for any registration, complete any Financing Statement or give any notification, in connection with the Security Interest; or
 - (iii) enabling the Principal to exercise rights in connection with the Security Interest.
- (d) The Principal is not required to give any notice under the PPSA (including notice of a Verification Statement) unless the notice is required by the PPSA to be given (even though the parties have waived the right to receive notice).
- (e) The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:
 - (i) if any Personal Property which does not form part of the Principal's Personal Property becomes an Accession to the

Principal's Personal Property and is subject to a Security Interest in favour of a third party;

- (ii) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal Property; or
 - (iii) if the Contractor parts with possession of the Principal's Personal Property.
- (f) The Contractor must not:
- (i) create any Security Interest or lien over any Personal Property that the Principal has an interest in (other than Security Interests granted in favour of the Principal);
 - (ii) sell, lease or dispose of its interest in Personal Property that the Principal has a Security Interest in;
 - (iii) give possession of the Contractor's Personal Property that the Principal has a Security Interest or the Principal's Personal Property to another person except where the Principal expressly authorises it to do so;
 - (iv) permit any of the Principal's Personal Property to become an Accession to or Commingled with any asset that is not part of a site within the Principal's ownership or control; or
 - (v) change its name without first giving the Principal fifteen (15) Business Days notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.
- (g) Everything the Contractor is required to do under this clause is at the Contractor's expense.
- (h) Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other party authorises, the disclosure of such information. This clause does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) (b), (d) and (e) of the PPSA.

21 Indemnity

- (a) The Contractor bears any liability for any injury to its representatives, employees and agents as well as representatives, employees and agents belonging to any of its subcontractors. The Contractor bears the risk for loss or damage to its property, the property belonging to its representatives, employees and agents as well as property belonging to each subcontractor and its representatives, employees and agents.
- (b) The Contractor indemnifies the Principal, its related bodies corporate and their respective officers, employees, agents and representatives (indemnified parties) from and against any Claim, demand, loss, expense or liability arising out of or in connection with:
 - (i) Intellectual Property provided by the Contractor infringing the rights of any other person (including the Principal) and any breach of clauses 23 or 24 by the Contractor;
 - (ii) loss or damage to the property of the indemnified parties;
 - (iii) Claims by any person in respect of personal injury, illness or death, or loss of or damage to any property caused or contributed to by the Contractor;
 - (iv) any breach of Legislative Requirements by the Contractor;
 - (v) liability for Taxes (other than as stated under clause 16); and
 - (vi) the performance of the Services, Works or Goods to the extent any Claim is a direct or indirect consequence of an act or omission of the Contractor, its representatives, employees, agents and subcontractors.

22 Insurance

- (a) For the duration of the Services and or until the Date for Completion (unless otherwise stated in subclauses (i) – (vi) below), the Contractor must take out and keep current all necessary insurance policies reasonably expected of a Contractor of the Services, Works or Goods including:
 - (i) public liability insurance for an amount no less than \$20 million for each and every occurrence, from the date of this Contract;
 - (ii) workers' compensation insurance as required by Legislative Requirements;
 - (iii) third party comprehensive motor vehicle insurance from the date of this Contract;
 - (iv) if specified in the Order, insurance for the Goods, including while in transit, at the full replacement value of the Goods;
 - (v) if specified in the Order, professional indemnity insurance for \$1 million (or if any higher amount is specified in the Order, that higher amount) from the date of this Contract until seven years after the expiry of the Date for Completion; and
 - (vi) if specified in the Order, where the Contract includes Works, insurance covering the Works, with coverage for at least the value the Works and an additional 20%.
- (b) The Contractor must provide the Principal with evidence of the insurances required to be effected in accordance with clause 22(a) within 3 days of a request by the Principal. If the Contractor does not provide the evidence of insurances within that period, the Principal may, after 3 days' notice in writing to the Contractor, take out such insurance itself and the cost of doing so will be a debt due and payable by the Contractor.

23 Confidentiality

- (a) The Contractor, its representatives, employees, agents and subcontractors must keep the Information strictly confidential and may not sell, trade or

otherwise disclose Information to any person in any manner whatsoever without the Principal's prior written consent except as permitted by clause 23(b).

- (b) The Contractor may use or permit the use of Information only for the provision of the Services and will ensure that Information is not used at any time for the benefit of any other person or to the detriment of the Principal.
- (c) Information will remain the property of the Principal and the Principal may demand the return of Information at any time upon giving written notice to the Contractor.
- (d) Within seven (7) days of receipt of such notice, the Contractor will return all of the original Information and must destroy all copies and reproductions (both written and electronic) in its possession and in the possession of each person to whom it was disclosed.
- (e) The Contractor's obligations under this clause 23 will survive the expiration or termination of this Contract.

24 Intellectual Property

- (a) All Intellectual Property developed as part of the Services, Works, Goods, Work Product, and other information (whether in written or electronic form) resulting from the Services, Works and Goods is owned by, and vests in, the Principal upon creation, and must be delivered to the Principal upon creation and in accordance with this Contract. The Principal may use the Work Product for any purpose. To the extent the Contractor is in breach of this provision, without limitation, the Contractor must rectify any issues with vesting upon demand by the Principal (including on or after any termination of this Contract).
- (b) The Contractor grants to the Principal, without additional compensation, a non-exclusive, irrevocable, unrestricted, perpetual, worldwide, royalty free licence to use and reproduce for any purpose any Intellectual Property provided by the Contractor.
- (c) The Principal grants to the Contractor a non-exclusive, revocable, royalty free licence to use the Principal's Intellectual Property for the purpose of performing the Services.

25 Assignment and Subcontracting

The Contractor must not, without the prior written approval of the Principal, subcontract the Services to subcontractors or consultants, place purchase orders with contractors, or assign, novate, mortgage, charge or encumber this Contract or any right, obligation, benefit, moneys or interest under this Contract. Approval to subcontract or place purchase orders will not relieve the Contractor from any liability or obligation under this Contract. The Principal may at any time and in its absolute discretion, without the prior approval of the Contractor, assign, novate, mortgage, charge or encumber this Contract or any right, obligation, benefit, moneys or interest under it.

26 Termination

- (a) The Principal may terminate this Contract immediately:
 - (i) on written notice to the Contractor if the Contractor suffers an Insolvency Event;
 - (ii) if, in the absolute opinion of the Principal, the Contractor fails to remedy a breach of this Contract within 7 days (or such other period which the Principal may specify) after receiving written notice from the Principal requiring it remedy a breach; or
 - (iii) for any reason in the Principal's absolute discretion on 7 days' written notice to the Contractor or as otherwise specified by the Principal in the notice.
- (b) Except as expressly set out in clause 26(d), if the Principal terminates this Contract in accordance with clause 26(a), the Contractor will not be entitled to any further payment and will have no Claim, demand, suit, liability or action against the Principal and is not entitled to any costs, losses, expenses, damages or penalties arising out of or in connection with this Contract or its termination or the supply of the Services, Works or Goods.
- (c) If the Principal terminates this Contract in accordance with clause 26(a)(i) or 26(a)(ii), any costs incurred by the Principal in engaging another person to complete the Contractor's obligations under this Contract shall be a debt due and payable from the Contractor to the Principal.
- (d) If the Principal terminates this Contract in accordance with clause 26(a)(iii), the Contractor will be entitled to the reasonable costs incurred by the Contractor in supplying the Services, Works or Goods up to the date of termination provided that the Principal receives title to any Goods that are paid for in accordance with this clause.

27 Governing Law

The laws of Queensland govern this Contract.

28 Dispute Resolution

- (a) Where a party to this Contract:
 - (i) is not a person incorporated in the same jurisdiction as each other party to this Contract;
 - (ii) otherwise is not a person ordinarily resident or domiciled in the same jurisdiction as each other party to this Contract; or
 - (iii) has its principal place of business in a jurisdiction different to another party to this Contract;

any dispute is an international dispute and each party must refer the dispute to international commercial arbitration in accordance with clause 28(b). All other disputes must be determined under the non-exclusive jurisdiction of the Supreme Court of Queensland.

- (b) If a party must refer the dispute to international commercial arbitration under clause 28(a), any party is able to refer the dispute to arbitration by

giving notice in writing to the other party (Arbitration Notice). The dispute must be settled by arbitration under the UNCITRAL Arbitration Rules in accordance with the Resolution Institute procedures for the administration of International Arbitration in force at the date of this Contract. There must be only one arbitrator agreed by the parties on or before fourteen (14) days after the date of the Arbitration Notice, or where not agreed within that time, appointed by the President of the Resolution Institute. The arbitration must be conducted in English. The place of arbitration is to be Brisbane.

- (c) Nothing in clauses 28(a) or 28(b) will prevent or limit the right of a party to institute legal proceedings to enforce the arbitration award or to seek declaratory or urgent injunctive relief in respect of any matter arising under this Contract.
- (d) A party may serve any notice, process or proceeding under clauses 28(a), 28(b) or 28(c) by delivering a party with the notice, process or proceeding to that party's address stated in the Order.

29 Dictionary

In this Contract:

Approvals means any approvals certificates, licences, consents, permits, authority or requirement of law or requirements of relevant authorities having jurisdiction in connection with the Services, Works or Goods.

Claim means proceedings or suit under, arising out of, or in any way in connection with the Contract, the Services, Works or Goods or either party's conduct under the Contract before or after it came into force, whether at law (including breach of contract) or in equity (including restitution), by statute or in tort (including negligence).

Contract Sum means the aggregate of lump sums, rates amounts, reimbursable costs plus fixed or percentage margin, or combination of such sums, rates, reimbursable costs and margins, as stated in, and adjusted in accordance with, an express term of this Contract.

Contractor means the person or company under the Contract named as contractor in the Order.

Contractor's Representative means the person stated as representative of the Contractor in the Order or any other person nominated by the Contractor in writing as the Contractor's Representative.

Completion means when Principal notifies the Contractor that the Services have been completed in accordance with this Contract.

Date for Commencement means the date stated in the Order for commencement of the Services, Works or Goods or other date directed by the Principal.

Date for Completion means the date stated in the Order for completion of the Services, Works or Goods or other date directed by the Principal.

Date of Completion means a date certified by the Principal under clause 10(b) to be the date on which the Services, Works or Goods reach Completion.

Estimated Contract Sum means any estimated Contract Sum stated in the Order, as adjusted in accordance with this Contract.

Goods means goods, materials or equipment to be supplied by the Contractor, including as may be specified on an Order.

GST has the same meaning in the GST Act.

GST Act means *A new Tax System (Goods and Services Tax) Act 1999* (Cth).

Industry Best Practice means the codes, standards, practices, methods and procedures generally followed or approved by relevant industries and consultants in Australia with respect to the Services, Works or Goods and that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced professional engaged in supply of similar services, works and goods having exercised all due enquiries, for a project of a similar nature to the Contract.

Information includes designs, patents, trade marks, moral rights, copyrighted works and all other Intellectual Property, documents, manuals, reports, formulae, calculations, data, test data, drawings, sketches, plans, photographs, software, business plans, pricing information, financial data, trade secrets, technical specifications and information, know how, research and development information, investigation results, ideas, concepts, inventions, improvements, processes, systems, procedures, or other information in any form whatsoever including information disclosed or developed orally, embodied in writing or stored in electronic form.

Insolvency Event means any of the following events:

- (a) the Contractor makes a statement, or conducts itself in a manner, from which it may reasonably be deduced that the Contractor is insolvent;
- (b) the Contractor stops or suspends payment of all or a class of its debts, or threatens to stop or suspend payment of all or a class of its debts;
- (c) a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as may be defined in the *Corporations Act 2001* (Cth)), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the Contractor;
- (d) the Contractor or its property or undertaking becomes subject to a personal insolvency arrangement under part X of the *Bankruptcy Act 1966* (Cth) or a debt agreement under part IX of the *Bankruptcy Act 1966* (Cth);
- (e) the Contractor is unable to pay its debts when they fall due or is unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth), or is presumed to be insolvent under the *Corporations Act 2001* (Cth);
- (f) the Contractor is seeking, or makes a statement, or conducts itself in a manner, from which it may reasonably be deduced that it is seeking to take advantage of the safe harbour against insolvent trading available under Division 3, Part 5.7B of the *Corporations Act 2001* (Cth);
- (g) the Contractor ceases to carry on business;

- (h) an application or order is made for the liquidation of the Contractor or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the Contractor, otherwise than for the purpose of an amalgamation or reconstruction; or
- (i) any event analogous to those above.

Intellectual Property includes patents and patent applications, utility models, trade marks, trade secrets and know how, designs (whether or not registrable), technical Information, Principal's Confidential Information, copyrighted works and all other intellectual property rights whether protected by statute, at law or in equity which subsist or may hereafter subsist in any jurisdiction.

Legislative Requirements includes:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth, the State or Territory or local government relevant to the matters the subject of the Contract, the Services, Works or Goods or where any part of it is carried out;
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services and Works and supply of the Goods;
- (c) Australian Standards and any other relevant industry standards and codes; and
- (d) fees and charges payable in connection with the foregoing.

Order means an order issued by the Principal to the Contractor.

Payment Claim means a claim for payment submitted by the Contractor to the Principal that fully complies with all requirements for claims for payment under this Contract.

PPSA means *Personal Property Securities Act 2009* (Cth).

Principal means the person or company named as principal in the Order.

Principal's Confidential Information means all Information and Intellectual Property in any form or medium (including copies of it and Information derived from it) disclosed by or on behalf of the Principal.

Principal's Other Contractors means any person or company engaged by the Principal for the Project other than the Contractor and its representatives, employees, agents and subcontractors.

Principal's Project Manager means any person or company nominated by the Principal in writing as the Principal's Project Manager.

Principal's Representative means the person stated as representative of the Principal in the Order or any other person nominated by the Principal in writing as the Principal's Representative.

Project means the Principal's project for which the Services, Works or Goods are being provided.

Project Procedures means the procedures, plans and policies, rules and directions of the Principal, whether given specifically or otherwise which are generally applicable at the Project (including any forming part of this Contract), as they may apply from time to time (whether before, on or after the date of this Contract).

Services means all Services, including any Works and supply of Goods that the Contractor is or may be required to carry out and complete under this Contract and includes Services stated in or implied by this Contract.

Site means any place provided by the Principal for the Contractor to perform Works arising out of or in connection with the Services, Works and Goods.

Taxes include tolls, duties, surcharges, fees, imposts, income tax, payroll tax, withholding tax or other taxes or other charges levied by any government authority in any jurisdiction.

VAT/ST means value added tax or sales tax applicable under Legislative Requirements or any other consumption tax imposed on a value added basis.

Works means all works (if any) that the Contractor is or may be required to carry out and complete under this Contract and includes works stated in or implied by this Contract.

Work Product means any Intellectual Property, Information, design documents, improvements and any other deliverables, including the electronic form of such Information in native file format and the physical form on which such Information is written, printed or stored, developed or produced by the Contractor, or any of its representatives, employees, agents or subcontractors, under or while performing the Services.

WH&S Law means the *Work Health and Safety and Health Act 2001* (Qld) and includes any of its regulations.

30 Interpretation

In this Contract wherever the words 'include', 'included' or 'including' are used in this Contract, those words will be interpreted in all cases as if they were preceded by the further words 'but not limited to', 'without limitation' or the appropriate grammatical derivative.