



**Subcontractor Application,
Declaration, Terms and Conditions**

Dear Subcontractor

Your company is invited to register as a Subcontractor to Zenviron Pty Ltd. As a registered Subcontractor you will have the opportunity to service the Zenviron business with a focus on renewable energy markets.

To allow the registration of your Company please complete and return this form to finance@zenviron.com. The Subcontractor Registration section must be completed prior to being considered as a potential Subcontractor and preference will be given to Subcontractors in full acceptance of our Application for Trading Account and its terms and conditions.

This pack contains the relevant company information required to enable you to establish an account for Zenviron Pty Ltd.

Zenviron Pty Ltd requests that you do not supply any Goods or Services to Zenviron prior to the acceptance of this application by both parties.

If you require any additional information, please contact your local Zenviron Pty Ltd representative or the Accounts Team in Newcastle, NSW.

We look forward to developing a mutually beneficial trading relationship with your organisation.

Regards

Supply Chain Management

Zenviron Pty Ltd | PO Box 648 | Newcastle | NSW | 2300

T +61 2 4044 2500

Zenviron Pty Ltd

Zenviron Pty Ltd (**Zenviron**), an incorporated joint venture between Monadelphous Holdings Limited (**Monadelphous**) and ZEM Energy Investments Pty Ltd (**ZEM Energy**) that offers engineering, procurement, and construction capability in the renewable energy arena.

Zenviron Pty Ltd, brings together **Monadelphous'** multidisciplinary engineering and construction capabilities and **ZEM Energy's** technical experience, design capabilities and long-term industry relationships.

For more information, please refer to www.zenviron.com

Zenviron Pty Ltd Information

A.B.N. 87 612 344 313

Registered Address	59 Albany Highway, Victoria Park WA 6100
Business Address	Level 5, 24 Honeysuckle Drive, Newcastle NSW 2300
	PO Box 648, Newcastle NSW 2300
Telephone	Telephone +61 2 4044 2500
Incorporation Date	11 May 2016
Type of Business	Design, consultancy, engineering, and construction
Directors/Secretary	Mr R Velletri, Chairman Mr N Perrott, Director Mr C Tabrett, Director Mr M McCafferty, Director Mr R Clark, Company Secretary
Bankers	National Australia Bank 50 St Georges Terrace, Perth WA 6000
Auditors	Grant Thornton Australia 17/383 Kent Street, Sydney NSW 2000

Application for Trading Account

1. Definitions

Defined terms have the same meaning as set out in the Zenviron Pty Ltd Terms & Conditions of Purchase attached to this application or published on the Zenviron website or such other terms as are specified by Zenviron in accordance with Clause 2 hereunder.

2. Terms of Trade

Unless otherwise expressly specified by Zenviron Pty Ltd and agreed to in writing by the parties, the AGREEMENT comprises the Purchase Order and its terms and conditions.

3. Payment

Payment terms are as specified in Clause 6 of the Terms & Conditions of Purchase these being:

- a. The Purchaser's standard payment terms are for the payment of an approved invoice 30 days from the end of the month in which the Goods are received and accepted provided that the invoice is available for processing at least 30 days prior to the payment being due, unless expressly amended by the Purchaser and detailed in writing in the AGREEMENT.
- b. Neither party is to set off payments made or credits due against one invoice for amounts owing on another invoice.
- c. The Purchaser does not agree to any penalty charges for amounts overdue and would seek a resolution of the cause of the payment delay so that satisfactory long term solutions may be established for timely future payment.

4. Invoices

The Subcontractor's original Tax invoice must be forwarded to one of the dedicated contacts set out below:

Post Box: PO Box 648
Newcastle NSW 2300

Email: zenap@zenviron.com

- A. Format must be .pdf or .tiff
- B. One invoice per attachment
- C. Maximum 20 attachments per email
- D. Maximum email size 5MB
- E. If there are any supporting documentation for an email, this is to be included in one attachment with the relevant invoice.

The Subcontractor is invited to email their invoices if they can meet the above criteria. If unable to meet the criteria, it is requested that the invoices be mailed.

Incorrectly submitted invoices will incur delays in payment.

Invoices must also show a relevant Purchase Order number as referenced in the AGREEMENT. Duty, excise, or other government charges, where allowed, must be stated separately on the invoice. Invoices not containing a relevant Purchase Order number shall be returned to the sender for correct resubmittal. Payment of money shall not be evidence that the subject Goods complies with the requirements of the AGREEMENT. Payment other than final payment shall be on account only.

5. Accounts Payable Queries

If you have any general queries relating to payment of an invoice, please contact Accounts Payable on zenap@zenviron.com or +61 2 4044 2500.

6. Goods and Services Tax (where applicable)

The Goods and Services Tax (GST) and all other taxes payable with respect to the supply of the Goods shall be the subject of the following conditions:

- a. Prices/rates shown on the AGREEMENT for Goods that are subject to GST are net of GST.
- b. Any invoice provided to the Purchaser by the Subcontractor is to be a valid tax invoice for the purposes of the GST legislation.
- c. Where GST is payable in respect to the AGREEMENT, notwithstanding any other conditions of supply, the Purchaser shall be under no obligation to pay the Subcontractor for the Goods until the Subcontractor has complied with Clause 6b.
- d. Any amount payable to the Subcontractor by the Purchaser which results from changes to the GST legislation or any other taxation reform, where the amount is an increase or decrease in the amount payable, shall be limited to such increase or decrease.

7. Precedence of Documents

Where the terms of the AGREEMENT (including anything incorporated in the AGREEMENT by reference) conflict with any provisions of this Subcontractor Application then the AGREEMENT shall take precedence over and be construed as varying these Terms to the extent to which the conflict occurs.

8. Variation of Terms and Conditions of Purchase

The Purchaser shall be entitled to vary the Terms & Conditions of Purchase and the Terms set out in this Application for Trading Account from time to time, however where an AGREEMENT has been entered into the Terms & Conditions of Purchase and the Terms of the Application for Trading Account shall apply to that AGREEMENT but any subsequent AGREEMENT will be governed by the amended Terms & Conditions of Purchase and/or Application for Trading Account Terms as the case may be. Zenviron Pty Ltd will provide written notice to Subcontractors of changes to the Terms and Conditions of Purchase and/or the Application for Trading Account Terms as and when they occur and advise the date those varied Terms & Conditions of Purchase and/or Application for Trading Account Terms shall take effect from.

9. Law

The law of the Country, State or Territory where the Purchaser's business normally operates shall be the proper law of and govern the AGREEMENT and the parties hereto accept and submit to the exclusive jurisdiction of that Country, State or Territory, provided however, that the Purchaser may take such proceedings as it sees fit in the courts of any Country, State or Territory in which the Subcontractor is resident or the work is to be performed and the Subcontractor in such case accepts and submits to the jurisdiction of those Courts. The Subcontractor shall comply with all applicable laws, by laws, ordinances, regulations, proclamations, orders, and rules and with the lawful requirements of Public and other Authorities in any way related to the supply of the Goods.

The parties agree that to the extent that any term(s) of the AGREEMENT are in conflict with any applicable law or be held to be unenforceable or invalid for any reason whatsoever, such term(s) shall be severable from the balance of the AGREEMENT which remainder of the AGREEMENT continue to be of full force and/or effect.

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

“Business Day”	means any day other than a Saturday or Sunday on which registered banks are open for business in the state where the business is to be transacted.
“Chain of Responsibility Legislation”	means any State or Commonwealth Road transport law relating to the regulation of vehicle maintenance, speed, mass, dimension, or load restraint or driver fatigue management, including but not limited to legislation based on or adapted from the Heavy Vehicle National Law in force from time to time in each State or Territory.
“Confidential Information”	includes all business, operations, finances, and plans, as well as any patterns, drawings and specifications prepared, supplied, or derived by or on behalf of us.
“Contract”	means the contract comprising the Purchase Order and these Terms and Conditions of Purchase.
“Data”	means engineering drawings, data, manuals, detailed specifications, certifications, and any other data specified or related to the Purchase Order
“Documents”	means correspondence and any other documents (including but not limited to specifications and drawings) referred or annexed to the Purchase Order.
“Financing Statement” or “Financing Change Statement”	have the meanings given to them in the PPSA.
“Goods”	unless otherwise defined herein, includes goods, materials, equipment, parts, and any other ancillary items provided by the Supplier to us as identified in the Purchase Order under the Contract and which are not required to be expressly manufactured, fabricated, or built to our specific design or requirements and can be categorised as being “stock” Goods.
“Grantor”	has the meaning given to that term in clause 14(a).
“GST”	means the Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth). “GST Act” and “GST Law” also has direct reference to this Act.
“Intellectual Property”	means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by Intellectual Property Rights.
“Zenviron”	means Zenviron Pty Ltd and represents any of its individual trading entities or any combination of its trading entities.
“Zenviron Goods”	means any “goods” (as defined in the PPSA) that are owned or leased by us or that we have an interest in or to which we are entitled to possession.
“Non-Stock Goods”	means all other goods not within the definition of “Goods” and which are manufactured, fabricated, or built to our specific design or requirements and are categorised as being “non-stock” Goods.
“Party” or “Parties”	Refers to us and the Supplier individually as “a Party” or collectively as “the Parties”. Nothing in the Contract is or will be taken as constituting the relationship of partners, agents, servants, employees, representatives, or joint ventures between the two parties.
“PPSA”	means the <i>Personal Property Securities Act 2009 (Cth)</i> .
“Price”	means the price for or the aggregate of the quantities multiplied by the Purchase Order rates for supply of the Goods, Non-Stock Goods and/or Services or performance of the Services sold to us by the Supplier under the Contract.
“Purchase Order”	means the document containing a unique purchase order number provided by us to the Supplier called the ‘order’, ‘original order’, ‘purchase order’ or other document of similar style or type and all Documents attached thereto or expressly incorporated therein and any other provisions, things or matters agreed between the Parties and expressly incorporated therein.

“Secured Party”	has the meaning given to that term in clause 14(a).
“Security Interest”	means a Security Interest as defined in the PPSA
“Serial Numbered Goods”	means goods of a kind that may or must be described by serial number in any financing statement registered in accordance with the PPSA and <i>Personal Property Securities Regulations 2010 (Cth)</i> .
“Services”	includes all services provided and performed by the Supplier under the Contract (and includes any part of the specified Service and the results of the specified Services).
“Site”	means every place in the control or possession of us at which the Goods, Non-Stock Goods and/or Services are being supplied to.
“Subcontractor”	means the person, business or entity described in the Purchase Order or otherwise from whom the Goods, Non-Stock Goods and/or Services have been ordered.
“Subcontractor’s Equipment”	means all appliances, equipment, plant, vehicles, vessels, tools, and things that the Subcontractor requires for the performance of the Services, whether leased, hired or owned.

2. INTERPRETATION

Unless the context otherwise requires, words in the singular include the plural and vice-versa, and “Zenviron”, “we”, “our” and “us” means Zenviron Pty Ltd.

PART A – STANDARD CONDITIONS

3. APPLICATION OF THIS PART

Part A conditions apply to all Contracts for the supply of Goods, Non-Stock Goods and/or Services.

4. CONTRACT AND PRECEDENCE

- a) Unless otherwise expressly agreed to in writing by the Parties, the Contract encompasses the Purchase Order, all Documents attached to or expressly incorporated by reference in the Purchase Order and these Terms and Conditions of Purchase. The Purchase Order, bearing an order number issued by us, is the only form which will be recognised by us as authority for charging Goods, Non-Stock Goods and/or Services to our account and supersedes all previous communications and negotiations, thereby becoming the entire Contract. No terms stated by the Supplier in making a quotation or accepting or acknowledging the Purchase Order which differ from the terms of the Purchase Order shall be binding upon us or shall be deemed to be any part of the Contract between the Parties.
- b) Where the terms of the Contract (including anything incorporated in the Purchase Order by reference) conflict with these Terms and Conditions of Purchase then the Contract shall take precedence over and be construed as varying these Terms and Conditions of Purchase to the extent to which the conflict occurs.
- c) Upon receipt of a Contract (or Purchase Order), unless otherwise specified in the Contract, the performance of the Contract by the Supplier shall constitute acceptance.
- d) These terms and conditions shall supersede any previous Terms and Conditions between the parties and shall prevail to the extent of any difference with the Suppliers Terms and Conditions of Sale.

5. PRICE

- a) Unless otherwise specified in the Contract, all Prices are fixed and not subject to escalation, are in Australian Dollars, exclusive of GST, fully inclusive of delivery and mobilisation, and inclusive of all other direct and indirect taxes, levies, duties, costs, and charges.
- b) The Price as defined shall be the sole consideration payable to the Supplier for performance in accordance with the Contract.

6. INVOICING AND PAYMENT

- a) The Supplier's invoice must be forwarded to the dedicated contact set out below:
Email: zenap@zenviron.com
Post Box: PO Box 648, Newcastle, NSW 2300
- b) The invoice must be valid for the purposes of the GST Act and show the relevant Purchase Order number. Any amount payable to the Supplier for taxation, including GST, duty, excise, or other government charges, must be stated separately on the invoice.
- c) Invoices that do not comply shall be returned to the Supplier for correction and resubmission.
- d) Our standard terms for the payment of an approved invoice are 30 days from the end of the month in which the Goods, Non-Stock Goods and/or Services are received and accepted, provided that the valid tax invoice is available for processing at least 30 days prior to the payment being due.
- e) If an invoice is disputed, we shall at our own discretion make payment of any amounts invoiced which are not in dispute.
- f) Neither Party is to set off payments made or credits due against one invoice for amounts owing on another invoice unless agreed in writing prior to the set off by Both Parties.
- g) All payments, prior to the final payment, made by us to the Supplier are made on an "on account" only basis.

7. PROVISION OF DATA

The Supplier is required to furnish all Documents and Data specified in accordance with or related to the Contract within the time stated. The Supplier grants us permission to hold and use all the Data in relation to the Goods, Non-Stock Goods and/or Services supplied and acknowledges that we can rely on the Data in accordance with its specified purpose.

8. CONTRACT VARIATIONS

Neither Party shall make any amendment or variation to the Contract unless agreed to in writing by the other Party.

9. TIME AND DELAY

- a) The Supplier is required to adhere to the specified delivery dates and shall take all reasonable and necessary steps to avoid or mitigate delays. In the event that the Supplier does not meet the agreed delivery dates (or subsidiary milestones if forming part of a delivery program) then we will issue a notice of remedy. Upon receipt of the notice, the Supplier will be required to take urgent remedial action and notify us within two business days from date of issue of the remedy notice, clearly specifying the underlying issue and the remediation plan. We will review this notice and, acting reasonably and without prejudice to any other rights, negotiate with the Supplier with a view to agreeing revised delivery dates or a delivery program.
- b) When the Supplier is aware of a delay or pending delay in the specified delivery dates or subsidiary milestones then it, irrespective of receiving or not receiving a notice from us in accordance with Clause 9(a), must notify us of the delay or pending delay and the Parties shall act as if the Supplier received a notice from us in accordance with Clause 9(a).
- c) Neither Party shall be liable for damages resulting from delay arising from causes beyond its reasonable control and without its fault or negligence including but not limited to acts of God, criminals, Government, fires, floods, epidemics, and severe weather. However, this will not apply to industrial action, design errors, manufacturing errors or equipment failures in any circumstances. We may terminate the Contract under clause 11 if the issue will result in a delay to the contracted delivery date of more than thirty days.

10. TRANSPORT SUPPLY SERVICES

- a) The Supplier shall comply with all road transport laws and Chain of Responsibility Legislation.
- b) The Supplier acknowledges that nothing in this Contract or Purchase Order requires the Supplier or its personnel to breach their obligations under the Chain of Responsibility Legislation.
- c) The Supplier will provide us, as soon as is reasonably practicable, with all Documents and information reasonably requested by us to ensure that we comply with our obligations under the Chain of Responsibility Legislation.

11. TERMINATION FOR DEFAULT

If the Supplier breaches any term, condition or warranty in the Contract and, following receipt of our written notice in relation to any such breach, fails to remedy the default within the timeframe stated in the notice or if such notice does not state a timeframe then a reasonable timeframe, then the Contract may be cancelled by us and if we cancel or terminate the contract pursuant to this provision the liability of the Supplier shall be the same as they would have been at common law had the Supplier repudiated the Contract and we elected to treat the Contract as at an end and recover damages. In addition, if the Supplier becomes insolvent or a receiver of its business or assets is appointed or makes any assignment of arrangement for the benefit of its creditors then we may, without prejudice to any other rights that we may have, cancel the Contract.

12. CANCELLATION AND SUSPENSION

- a) In addition to our remedies under Clause 11 above, we may at any time cancel or suspend in part or whole our requirement for the Goods, Non-Stock Goods and/or Services to be supplied pursuant to the Purchase Order. If the Contract is for Goods, then we will only be required to pay for Goods shipped prior to cancellation or suspension. In the case of a cancellation under this Clause for Non-Stock Goods and/or Services, the Supplier shall cease supply and/or manufacture and do everything possible to prevent incurring further costs. Provided the Supplier is not in default of the Contract and has mitigated the costs incurred then it may issue an invoice for Non-Stock Goods and/or Services supplied and demonstrable costs properly incurred prior to receipt of our cancellation notice and we shall make payment in accordance with Clause 6 above, and, upon payment, title and property to any Goods, Non-Stock Goods and/or Services will pass to us.
- b) In the case of a suspension under this clause which is subsequently waived then we will notify the Supplier and both Parties, in good faith, will negotiate a revised delivery timeframe.

13. WARRANTIES

- a) The Supplier warrants that the Goods, Non-Stock Goods and/or Services shall:
 - (i) conform with the requirements of the Contract,
 - (ii) be of good merchantable/professional quality and fit for the intended purpose,
 - (iii) be new (unless otherwise specified),
 - (iv) be free from all Security Interests, liens, encumbrances and other interests (whether arising by operation of law or otherwise) and the Supplier has good marketable title thereto.
- b) These warranties are in addition to any other warranty specified in the Purchase Order or implied by law including, but not limited to, standard trade or manufacturer's warranties, supplier assigned warranties or those specified by us.

14. PERSONAL PROPERTY SECURITIES ACT (PPSA)

(These provisions only apply to Goods or Non –Stock Goods supplied in Australia).

- a) If one Party (the "**Secured Party**") determines that the Contract (or a transaction in connection with it) is or contains a Security Interest, the other Party (the "**Grantor**") agrees to promptly do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which is reasonably requested by the Secured Party and which is reasonably necessary for the purposes of:
 - (i) ensuring that the Security Interest is enforceable, perfected (including, where possible, by "control" (as defined in the PPSA) in addition to registration) and otherwise effective; or
 - (ii) enabling the Secured Party to apply for any registration, or give any notification, in connection with the Security Interest so that the Security Interest has the priority required by the Secured Party; or
 - (iii) enabling the Secured Party to exercise rights in connection with the Security Interest, but only to the extent of the Security Interest created.
- b) The Grantor agrees:
 - (i) to provide at least 10 business days' notice of any change to its name, or any other information which might affect the details recorded in any Financing Statement registered by the Secured Party;
 - (ii) not to change its place of business to a jurisdiction outside of Australia.
- c) Everything that a Party is required to do under this clause 14 is at that Party's expense, and neither Party will be responsible for any costs or expenses incurred or payable by the other Party in relation to registering, maintaining, or releasing any Security Interest, Financing Statement or Financing Change Statement or giving any notice in relation to a Security Interest.
- d) The parties agree that to the extent they may be excluded by law:
 - (i) sections 142 and 143 of the PPSA are excluded and the Secured Party need not comply with the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to the Grantor by the Secured Party after the date of the Contract; and
 - (ii) Neither the Secured Party nor any receiver need give any notice required under any provision of the PPSA (except section 135).

This clause applies despite any other clause in the Contract.

15. LICENCES, PATENTS, TRADEMARKS AND COPYRIGHTS

- a) The Supplier shall at its cost obtain all requisite licences, permits and authorities required in performance of the Contract and shall comply with all applicable laws and regulations in relation to the Goods, Non-Stock Goods and/or Services.
- b) The Supplier warrants to us and our successors in interest that the manufacture, sale or use of the Goods, Non-Stock Goods and/or Services will not infringe or contribute to the infringement of any patents, trademarks, designs, or copyrights and irrevocably licences to us all rights of use royalty free. The Supplier shall indemnify and keep indemnified us and our successors in title against any loss or damage (including legal fees and costs) arising from breach of this warranty or prevention or hindrance of use of the Goods, Non-Stock Goods and/or Services.

16. INTELLECTUAL PROPERTY

Each Party will retain the rights to any of its own background Intellectual Property that was in existence prior to the Contract. To the extent that it relates to the Contract, each Party grants to the other royalty free, non-transferable, non-exclusive right to use the Intellectual Property which is required to support the Goods, Non-Stock Goods and/or Services supplied under the Contract. Any Intellectual Property created during the performance of and in relation to this Contract shall become the exclusive property of the creator. Neither Party will do anything, whether by act or omission and whether directly or indirectly, which may prejudice or infringe the other Party's Intellectual Property.

17. CONFIDENTIALITY AND PRIVACY

- a) Each Party warrants that it will comply with the Privacy Act 1988 (Cth) as amended from time to time in relation to the collection, use or disclosure of personal information.
- b) Each Party warrants that any information provided under this Contract which is noted as confidential, or which that Party ought reasonably to know to be confidential, will be treated as Confidential Information and each Party agrees that neither the Contract nor any Confidential Information will be disclosed to any third party without the prior written consent of the other Party (such consent to not be unreasonably withheld) except:
 - (i) by either Party to any person in connection with an exercise of rights or dealing with rights or obligations under the Contract (including in connection with preparatory steps such as negotiating with any potential assignee or other person who is considering contracting with that Party in connection with the Contract);
 - (ii) where it is necessary for us to make disclosure to any party providing financial accommodation (by virtue of a disclosure obligation owed to a party providing financial accommodation, or in order to procure financial accommodation);
 - (iii) to officers, employees, legal or other advisers, related entities, shareholders or auditors;
 - (iv) to any ratings agency;
 - (v) where disclosure is required by any stock exchange, law, judicial or parliamentary body or governmental agency (except that this paragraph does not permit a Secured Party to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);
 - (vi) where necessary for the purpose of supplying the Goods, Non-Stock Goods and/or Services; or
 - (vii) where the Confidential Information is public knowledge.
- c) Each Party warrants that the Confidential Information revealed in relation to this Contract will be used solely for the performance of the Contract and no other, and that it will safeguard all Confidential Information.
- d) Each Party will retain ownership of their Confidential Information and each Party must return all Confidential Information immediately on completion of the Contract. The Parties agree that these obligations shall survive termination or expiration of the Contract.

18. INSURANCES

- a) In addition to any insurance which the Supplier is by law obliged to effect, the Supplier shall procure and maintain at its own expense and with a reputable insurance company, such policies of insurance which may reasonably be required by us having regard to the nature of Goods, Non-Stock Goods and/or Services being supplied. In any event, the Supplier shall maintain relevant and prudent insurance cover for its liabilities covering all events that may cause loss of or damage to property or injury or death of a person in the performance of the Contract. Such insurance shall at least include Workers Compensation, Public Liability and Goods in Transit until the Goods, Non-Stock Goods and/or Services are delivered to us.
- b) The Supplier shall, on request, produce copies of Certificates of Currency for each and any relevant insurance policy pertaining to their industry.
- c) The Supplier shall ensure that every subcontractor it engages in relation to the Contract carries similar policies of insurance or is covered under the Supplier's own policies.
- d) All goods supplied or products hired, leased, or financed in any way will be covered for market value or insured value for those goods only.
- e) Supplier not be listed as principal in any way on the insurance policy and will not be listed as co-insured under general circumstances. A copy of the Certificate of Currency for insurance purposes may be provided on request. The proceeds of any insurance policy or claim (which may be construed to grant a security interest in favour of the supplier) will not be payable to the supplier under any circumstance.

19. INDEMNITY

- a) The Supplier shall indemnify us against loss of or damage to our property and claims in respect of personal injury or death or loss of, or damage to, any other property, arising out of or as a consequence of the Supplier's performance of the Contract. However, the Supplier's liability to indemnify us arising as a direct result of performance of the Contract shall be reduced proportionally to the extent that an act or omission by us contributed to the injury, death, loss, or damage.
- b) Neither Party will be liable to the other with respect to indirect or consequential losses arising from this Contract.
- c) For the purpose of Item (b) above consequential loss means loss of profit, loss of production, loss of use of plant or facility, business interruption, loss of business opportunity or any indirect, consequential, special, contingent, or penal damages suffered or incurred by the other Party.

20. DISPUTES

- a) The Parties agree to work together to quickly settle disputes that may arise. In the event that any such disputes cannot be negotiated quickly and amicably then the matter must be escalated to the respective Chief Executive Officers or their nominated representatives. If the Chief Executive Officers or their nominated representatives fail to resolve the dispute within Ten Business Days, then the matter will be referred to an independent expert where the cost will be equally shared and the decision binding.
- b) Either Party may commence court proceedings in relation to any dispute at any time where that Party seeks urgent interlocutory relief.
- c) Despite the existence of any dispute, both Parties will continue to fulfil their obligations in relation to the Contract, unless a notice has been issued requesting the other Party to do otherwise.

21. ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not assign or subcontract the work or any payment or any other right, benefit or interest without our prior written consent. Such consent shall not be unreasonably withheld.

22. GOVERNING AND APPLICABLE LAWS

- a) The Parties shall submit to the jurisdiction, law and the courts of the Country, State or Territory in which the Zenviron Pty Ltd entity which is contracting with the Supplier is carrying on business and where the Goods, Non-Stock Goods or Services are delivered. We may take proceedings to the courts of any Country, State or Territory in which the Supplier is resident or the Services are to be performed, and the Supplier in such case accepts and submits to the jurisdiction of those Courts.
- b) Both Parties shall comply with all applicable laws, by-laws, ordinances, regulations, proclamations, orders, and rules and with the lawful requirements of public and other authorities in any way related to the Contract.

23. NOTICES AND REPRESENTATIVES

- a) The nominated representatives from both Parties shall be identified as such on the Contract.
- b) Any notice required or permitted to be given or delivered under this Contract shall be delivered and addressed to the nominated representatives. Notice shall be deemed to have been received by any Party, and shall be effective on:
 - i. the day given (if personally delivered, sent by confirmed facsimile, electronic mail transmission including any attached scanned documents, receipt verified, to a facsimile number or electronic mail address provided by the receiving Party to the sending Party for the purpose of receiving such notices); or
 - ii. on the third Business Day after which such notice is deposited, if mailed by certified or prepaid post.

24. RELATIONSHIP

The Supplier is an independent contractor and must exercise independent control, management, and supervision in the performance of the Contract. The Supplier is not our agent in any way. The Suppliers' personnel will not under any circumstances be considered our employees for any purpose.

25. WAIVER

Subject to the express terms of the Contract, a right may only be waived in writing, signed by us, and;

- (a) No other conduct by us (including but not limited to a failure to exercise, or delay in exercising the right) operates as a waiver of that right or otherwise prevents the exercise of the right;
- (b) A waiver of a right on one or more occasions does not operate as a waiver of that right if that occasion arises again; and
- (c) The exercise of a right does not prevent any further exercise of that right or of any other right.

26. CONFLICT OF INTEREST

The Supplier and its personnel must not hold any office, possess any property, engage in any business, trade or calling, have any obligations by virtue of any contract whereby directly or indirectly, duties or interests are created in conflict with or might appear to be created in conflict with the Suppliers duties or interests under the Contract (Conflict). The Supplier must inform us of any matter which may give rise to a Conflict at any time during the Term.

27. SITE POLICIES AND RULES

The Supplier, at their own expense, must inform itself and its employees of all applicable policies and rules pertaining to the Site at which the Goods or Non-Stock Goods are to be delivered and/or installed or Services are to be performed. This includes, but is not limited to, attending site inductions, and adhering to security processes and occupational health and safety requirements.

28. DEFECTS

Unless otherwise specified in the Contract, a defects liability period of twelve months applies from either the date of delivery to the specified delivery point or the installation of the Goods, Non-stock good or Services by the Supplier, whichever is the later.

29. ANTI-BRIBERY AND ANTI-CORRUPTION

a) Compliance with law

The Supplier must comply with all applicable anti-bribery and corruption laws, including without limitation any laws applicable in Australia, the USA, and the United Kingdom. If there are any differences between applicable anti-bribery and corruption laws, then the Supplier must comply with the law that imposes the higher standard.

b) Compliance with Code of Conduct

The Supplier must comply with the Company's Code of Conduct which is available from Zenviron upon request, as amended from time to time at the discretion of the Company.

c) Warranties

The Supplier warrants that:

- (i) it has not contravened or engaged in any conduct which would be likely to contravene any applicable anti-bribery or corruption laws;
- (ii) it is not the subject of any investigation or proceedings in relation to actual or alleged breach of any applicable anti-bribery or corruption laws;
- (iii) it will not make or provide any payment or gift of money or any other benefit, or make any offer, promise or authorisation of money or any other benefit, whether directly or indirectly, to or for the benefit of:
 1. any official, employee, agent, or other representative of any governmental agency (whether in the exercise of their official capacity or otherwise);
 2. any political party or official thereof;
 3. any candidate of a political party, or candidate for political or public office; or
 4. any official, employee, agent, or other representative of a public international organisation,

for the purpose of intending to influence or induce any act or decisions of such a governmental agency or person, or in order to obtain or retain a business advantage (whether for the Supplier, the Company or someone else) or improperly influence a governmental agency or person relating to either the Company or this Contract.

- (iv) neither the Supplier nor its personnel or subcontractors will make or provide any payment or gift of money or any other benefit, or make any offer, promise or authorisation of money or any other benefit, whether directly or indirectly, to any of the Company's personnel to obtain a benefit in relation to this Contract.

d) Audit

The Supplier must keep and maintain books and records that demonstrate its compliance with this clause. The Supplier must, upon request, permit the Company to audit any books and records necessary for the Company to verify that the Supplier is complying with its obligations under this clause.

e) Termination

If the Supplier breaches this clause, then the Company may by giving notice to the Supplier, immediately terminate this Contract.

PART B – CONDITIONS RELATING TO GOODS OR NON-STOCK GOODS

30. APPLICATION OF THIS PART

Part B conditions apply to all Contracts for the supply of Goods or Non-Stock Goods, in conjunction with the supply of Services or otherwise.

31. QUALITY AND QUANTITY

Unless agreed to in writing by us, the specification, quality and quantity of Goods or Non-Stock Goods delivered shall not differ from that specified in the Contract.

32. DELIVERY, RISK AND TITLE

Where it is agreed that the supplier will be responsible for delivery

- a) The Supplier shall supply the Goods or Non-Stock Goods to the delivery point that is specified in the Contract. All Goods or Non-Stock Goods shall be packed, marked, and transported as specified in the Contract but, if not specified, then packed, marked, and transported in a proper and suitable manner in accordance with relevant industry standards and in all cases in accordance with the proper requirements of the manufacturer and transportation carriers.
- b) Unless otherwise agreed, the Supplier shall be liable for any incremental or additional freight charges arising from its failure to follow any transport instruction in the Contract or properly describe the Goods or Non-Stock Goods being transported.
- c) The risk of the Goods or Non-Stock Goods passes to us upon completion of delivery of the Goods or Non-Stock Goods to our specified delivery point and the title for the Goods or Non-Stock Goods passes upon payment following receipt of the Goods or Non-Stock Goods. This transference of risk to us pertains specifically to loss or damage to the Goods or Non-Stock Goods but, for the avoidance of doubt, the Supplier's product warranty and defects liability obligations still apply.

33. INSPECTION AND TESTING

- a) We will inspect the Goods or Non-Stock Goods as soon as practical following delivery. If we find that the Goods or Non-Stock Goods are defective or fail to meet the specifications at any time following delivery and prior to the end of the defect's liability period, then we will issue notice to the Supplier. The Supplier, at its cost, must repair or replace the Goods or Non-Stock Goods as soon as possible.
- b) If test certificates for Goods or Non-Stock Goods are specified in the Purchase Order the Supplier must forward these to us upon completion of testing.

34. INSTALLATION

If the Contract specifies an installation component in the supply of Goods or Non-Stock Goods, then the installation shall be treated as Services and will be subject to the conditions set out in Part C of this document.

35. LIABILITY

Our liability under this Purchase Order does not exceed the overall Purchase Order Price. For avoidance of any doubt, this is the sum of the total Price for each of the individual supplied Goods or Non-Stock Goods line items in the Purchase Order.

The Suppliers liability in respect of breaches of express or implied terms, conditions, and warranties, is limited to any one of the following:

1. the replacement of the Goods or Non-Stock Goods; or
2. the supply of equivalent Goods or Non-Stock Goods; or
3. the repair of the Goods or Non-Stock Goods; or
4. the payment of the cost of replacing the Goods or Non-Stock Goods; or
5. paying the cost of acquiring equivalent Goods or Non-Stock Goods; or
6. the payment of the cost of having the Goods or Non-Stock Goods repaired; or as imposed by Australian Consumer Law.

PART C – CONDITIONS RELATING TO SERVICES

36. APPLICATION OF THIS PART

Part C conditions apply to all Contracts for the supply of Services, in conjunction with the supply of Goods or Non-Stock Goods, or otherwise.

37. EXECUTION AND RISK

The Supplier shall commence provision of the Services at the agreed commencement date and in accordance with the Contract. The risk remains with the Supplier until the Services have been fully delivered, inspected, and approved. The Supplier, at its own cost, shall provide all Suppliers' Equipment¹.

38. QUALITY OF SERVICE DELIVERY

Unless agreed to in writing by us, the specification, quality, and scope of the Services shall not differ from that specified in the Contract. The work shall be carried out by suitably qualified, skilled, and experienced personnel. Workmanship shall be of a high quality and standard, conforming to good professional practice and all applicable industry codes, laws, regulations, and standards.

39. INSPECTION AND ACCEPTANCE

As soon as practical following notification from the Supplier of completion of the Services, we will assess the final outcome against the deliverables and specifications in the Contract. If the Services have not met the agreed performance or quality outcomes, we will issue a notice to this effect to the Supplier. The Supplier, at its cost, must remedy or resupply the Services to the specified standard as soon as possible but not to exceed 20 working days (unless agreed to in writing by us).

40. PERSONNEL

- a) The Supplier shall ensure that its personnel adhere to acceptable levels of behaviour and all Site Policies and Rules. We reserve the right to issue a notice for the removal of any offending Supplier personnel from Site and/or performance of Services where it is deemed those personnel pose an unacceptable risk to the Contract or others on the site.
- b) For a period of twelve months following the completion of the Contract, neither Party shall approach, either directly or indirectly, any of the personnel of the other Party who were involved in providing or receiving the Services, with offers of sub-contract or employment unless the offer results from a publicly advertised sub- contract or position which the personnel of the other Party has directly applied for.

41. ACCESS

- a) We will:
 - i. ensure that the Supplier has appropriate access to the Site, and
 - ii. provide agreed and specified support services,in order for the Supplier to complete the Services in accordance with the Contract.

42. POSSESSION OF ZENVIRON GOODS

If, at any time, the Supplier is in possession of any of Zenviron Goods, the Supplier agrees that:

- i. it will re-deliver possession of Zenviron Goods to us within the following time frames:
 - (A) in respect of any of Zenviron Goods that are Serial Numbered Goods, within 89 days of the date on which the Supplier first obtained possession of those Serial Numbered Goods; and
 - (B) in respect of any of Zenviron Goods that are not Serial Numbered Goods, within 364 days of the date on which the Supplier first obtained possession of Zenviron Goods.
- ii. it will not grant, or permit to subsist, a Security Interest or any other interest (whether arising by operation of law or otherwise) over Zenviron Goods;
- iii. it will not sell, lease, part with possession, or otherwise deal with or dispose of Zenviron Goods.

43. LIABILITY

Our liability for breaches of Service under this Contract does not exceed the overall Purchase Order Price. For avoidance of any doubt, this is the sum of the total Price for each line item in the Purchase Order.

The Suppliers liability in respect of breaches of express or implied terms, conditions, and warranties for delivery of Services, is limited to any one of the following:

1. the resupply of the Service or
2. the payment of the cost of resupply of the Service or

3. the payment of supplying or acquiring an equivalent Service; and
4. any other resultant services that must unavoidably be provided as a result of the Services being resupplied, or

As imposed by Australian Consumer Law.