Standard Terms of Purchase of QMAG Pty Limited ("QMAG")

1. Application of Terms

(a) These Standard Terms of Purchase apply to all Deliverables purchased by QMAG Pty Limited ("**QMAG**") (ABN 68 111 279 906) and its subsidiaries from a Supplier.

(b) Unless expressly agreed by QMAG in writing, these Standard Terms of Purchase override any quotes, terms and conditions, invoices or other documentation exchanged between the parties whether or not such documents expressly provide that they override these Standard Terms of Purchase. These Standard Terms of Purchase will be deemed to have been accepted by the Supplier when fulfilling a Purchase Order.

(c) Where these Standard Terms of Purchase are inconsistent with any special terms and conditions set out in a Purchase Order or on any attached or incorporated document, those terms and conditions will take precedence over these Standard Terms of Purchase to the extent of any such inconsistency.

2. Purchase Terms

(a) The Purchase Order is the only form recognised by QMAG as authority for purchasing the Deliverables.

(b) QMAG shall not be bound by a Purchase Order until the Supplier has acknowledged, in writing, to QMAG the acceptance of the offer contained in the order, including these Standard Terms of Purchase. Where QMAG 's Purchase Order constitutes an acceptance of any offer made by the Supplier the receipt of the Purchase Order will constitute QMAG's acceptance and will be subject to QMAG's Standard Terms of Purchase.

(c) If the Supplier who purports to accept a Purchase Order subject to conditions, the Supplier will be deemed to have waived any conditions which are inconsistent with these Standard Terms of Purchase.

3. Price

(a) Unless otherwise agreed in writing, the total price payable by QMAG for the Deliverables will be the price set out in the Contract (**Price**).

(b) The Price is fixed and is inclusive of all costs incurred by the Supplier in supplying the Deliverables (including labour and transportation costs and the cost of any items used in conjunction with the Deliverables) and all new, existing or increased federal, state, territory or regulatory taxes, charges or duties (other than GST).

(c) QMAG has no responsibility to the Supplier or to the Supplier's Representatives in respect of any remuneration, workers' compensation, superannuation, payroll tax, leave, redundancy payments or any other benefits under any industrial instrument or law.

4. Payment

(a) Subject to clause 4(b), the terms of payment are 30 days EOM after the Deliverables are supplied and a valid Tax Invoice (quoting the QMAG Purchase Order number) is received.

(b) If QMAG disputes the amount of a valid Tax Invoice, QMAG must pay the undisputed amount in accordance with clause 4(a) and the parties must deal with the disputed amount in accordance with clause 22.

(c) Unless otherwise specified in the Purchase Order or agreed in writing by QMAG, the Supplier shall not be entitled to progress payments in respect the supply of the Deliverables.

5. Supply of Deliverables

(a) In consideration for the Price the Supplier must supply the Deliverables to QMAG in accordance with the Contract.

(b) QMAG is under no obligation and gives no representations that it will engage the Supplier to supply a minimum volume of Deliverables.

(c) The Supplier must supply the Deliverables:

(i) with due care and skill using that standard of diligence that would reasonably be expected from a prudent, expert and experienced provider of deliverables which are similar to the Deliverables in Australia;

(ii) using appropriately qualified trained, certified and supervised Supplier Representatives;

(iii) so as to minimise any environmental harm, including without limitation pollution; and

(iv) in compliance with the Contract, all applicable Laws, industry practice and the reasonable directions of QMAG's Representatives.

6. Variations

Unless expressly permitted in the Contract, if either party wishes to vary, amend, increase, decrease, omit or change the quality, character, extent of a Contract (**Variation**), such variation will only be effective if agreed by the parties in writing. If the parties are unable to agree, either party may terminate the Contract by providing ten (10) days written notice to the other party and clause 21(c).

7. Delivery

(a) The Supplier must supply the Deliverables in accordance with the delivery details set out in the Contract (including the manner, date and location of delivery) (**Delivery Details**). Acronyms or terminology used to describe the manner of delivery of the Deliverables have the meaning given to them in the INCOTERMS 2020 unless otherwise specified by the parties.

(b) The Supplier is responsible for all transportation costs associated with the delivery of the Deliverables to QMAG's site. QMAG may vary the Delivery Details by providing reasonable prior written notice to the Supplier.

(c) QMAG reserves the right to refuse to accept liability for any goods delivered in excess of the quantity ordered or not in accordance with any Delivery Details set out in the Contract.

(d) All goods provided by the Supplier as part of the Deliverables must be suitably packed to avoid damage.

8. Communication and Reporting

(a) The Supplier agrees to communicate and work with the designated QMAG Representative on a regular basis specified by QMAG or as required to review the supply and delivery performance of the Deliverables supplied under the Contract. This will include any KPI performance criteria (if applicable).

(b) The Supplier agrees to provide QMAG with such information (including supporting documentation) and assistance as QMAG reasonably requires in order for QMAG to comply with Laws regarding monitoring and reporting on the production or emission of carbon dioxide directly or indirectly related to the Deliverables.

(c) The Supplier must provide the information within 14 days of receiving a written request from QMAG.

9. Occupational Health and Safety and Environment

(a) The Supplier must ensure that all of the Supplier's Representatives attending or working on any QMAG site:

  (i) obtain all relevant QMAG work permits, complete and sign all relevant QMAG task specific checklists, work in accordance with QMAG's standard operating procedures and prior to undertaking any work on the site complete any QMAG site specific induction program (at the Supplier's cost);

  (ii) comply with all applicable Laws relating to Occupational Health and Safety, the Environment and 'Chain of Responsibility', and QMAG's site security, safety, health and environmental requirements, a copy of which is available upon request; and

  (iii) are provided (at the Supplier's cost) with and at all times wear the required personal protective equipment.

(b) The Supplier must ensure that all plant and equipment supplied or brought on to any QMAG site by the Supplier, or the Supplier's Representatives is properly maintained and serviced and complies with all relevant Laws.

(c) The Supplier must ensure that:

  (i) spill management procedures (where appropriate in relation to the supply of the Deliverables) are in place and have been approved by QMAG prior to the commencement of work at QMAG's site;

  (ii) QMAG is immediately notified in the event of any potential or actual contamination or spill on QMAG's site; and

  (iii) all spills caused by the Supplier that occur during the supply of the Deliverables are cleaned up, at the Supplier's own cost.

(d) The Supplier must:

  (i) Immediately inform QMAG verbally and in writing, of any notifiable incident, or any incident on the [site] involving injury to any person including an employee or agent of the Supplier, or of a subcontractor engaged by the Supplier; and

  (ii) must provide QMAG with copies of all notices and correspondence whatsoever concerning laws referred to in clause 9(a)(ii) within 24 hours of the sending or receipt of any such notice or correspondence by the Supplier.

10. QMAG Property

(a) Any plant, equipment, fixtures or other property (**QMAG Equipment**) provided by QMAG to the Supplier remains the property of QMAG. All tools, gauges, jigs, patterns and fittings (**QMAG Tools**) and all drawings, designs, specifications and other documents (**QMAG Documents**) supplied without charge by QMAG to the Supplier. QMAG Equipment, QMAG Tools, QMAG Documents or items which have been purchased or manufactured by the Supplier and paid for by QMAG are the confidential property of QMAG and must not be disclosed to third parties without the prior written consent of QMAG.

(b) The QMAG Equipment and any QMAG Tools loaned to the Supplier must only be used by the Supplier for the purposes of fulfilling its obligations under the Contract and QMAG accepts no responsibility as to its accuracy or suitability. The Supplier must keep the QMAG Equipment and QMAG Tools in good condition, compensate QMAG for any Loss suffered by QMAG and release QMAG from any Loss in connection with the Supplier's use of it, except to the extent any Loss arises because of QMAG's negligent acts or omissions.

(c) On Termination or expiry of the Contract the Supplier must promptly deliver to QMAG all QMAG Equipment, QMAG Tools and QMAG Documents.

11. Intellectual Property

(a) All materials and information made available by QMAG to the Supplier or its Personnel remain the property of QMAG and QMAG's Intellectual Property Rights in all manuals, standard drawings, computer programs and other information supplied to the Supplier in relation to a Contract is and remains QMAG's Intellectual Property Rights.

(b) The Supplier assigns to QMAG absolutely all of the Supplier's rights, title and interest, including all Intellectual Property Rights, in the written reports or other documents, which the Supplier creates in the course of providing the Deliverables, on their creation (other than modifications or advancements to intellectual property owned or created by the Supplier prior to the commencement of a Contract).

12. Site Conditions

(a) The Supplier is responsible for investigating and satisfying itself as to the expected and possible physical conditions at QMAG's site and possible inclement or adverse weather that could affect the performance of services (in terms of delays or costs).

(b) Only if there are extreme weather (weather that caused critical impact or delay in performance of the Contract), ground or site conditions that differ materially from those which could reasonably have been anticipated by a competent and experienced supplier and cannot be overcome by the Supplier applying good engineering practice, then the Supplier may apply to QMAG for a variation under clause 6.

13. Title and Risk

(a) Risk and title in the Deliverables passes to QMAG upon delivery.

(b) None of the following constitutes acknowledgment by QMAG as to the condition of the Deliverables or that the Deliverables comply with the terms of the Contract:

- (i) transfer of title in the Deliverables to QMAG;
- (ii) delivery of the Deliverables; or
- (iii) payment for the Deliverables by QMAG.

14. Warranty

(a) The Supplier represents, undertakes and warrants that the Deliverables:

- (i) comply with the Specifications, the Contract, any samples previously supplied by the Supplier, all relevant Laws and best industry practices;
- (ii) will be supplied with due care and skill;
- (iv) are fit for the purpose for which goods and/or services of the same kind are commonly supplied and also fit for any particular purpose advised by QMAG;
- (iii) do not infringe the Intellectual Property Rights of any third person;
- (iv) are free of defects, new (unless otherwise specified) and of merchantable quality; and
- (v) are free of any encumbrances.

(b) To the extent permitted by Law, a Contract is deemed to contain all consumer guarantees, terms and conditions that QMAG would be entitled to if QMAG were a "consumer" within the meaning of the Competition and Consumer Act 2010 (Cth).

15. Defective Deliverables

(a) If at any time during the period ending 12 months after successful commissioning of the Deliverables or 18 months after delivery (or other agreed guarantee period) of the Deliverables, whichever occurs first (**Performance Guarantee Period**), QMAG becomes aware of any defect in the Deliverables (including, but not limited to, noncompliance with the Contract, if the Deliverables are the subject of a product recall, if there is a defect in design or performance or if there is inferior quality or workmanship), provided the Deliverables have been under proper use (**Defective Deliverables**), QMAG may, without prejudice to any other right or remedy available, by notice to the Supplier reject the Defective Deliverables and require the Supplier to:

(i) refund to QMAG any payments made by QMAG in respect of any Defective Deliverables that it rejects (including any costs and expenses incurred in returning goods to the Supplier);

(ii) reperform, repair or make good, at no cost to QMAG, any Defective Deliverables that QMAG rejects (and in which case this clause 15 will apply to such items from the date of repair or replacement until the end of the period equal to the Performance Guarantee Period); or

(iii) reimburse QMAG for any expenses QMAG incurs in performing or making good any Defective Deliverables on behalf of the Supplier, provided that QMAG only carries out such work after consultation with the Supplier.

(b) QMAG reserves the right to inspect, and where practicable, test the Deliverables whilst they are in the course of being produced or installed. QMAG may, for this purpose, enter upon the premises of the Supplier from time to time.

(c) Any inspection or testing does not affect the Supplier's obligations or QMAG's rights under the Contract in respect of Defective Deliverables.

16. Extension of Time

(a) The Supplier will be entitled to an extension of time (**EOT**) to the delivery of the Deliverables or completion of the Contract to the extent that:

(i) the Supplier has been delayed in carrying out its obligations under this Contract by the negligent acts or omissions of QMAG or a breach of this Contract by QMAG, including any delay or withdrawal of access by QMAG to its premises (except due to the acts or omissions of the Supplier); and

(ii) the Supplier reasonably promptly and no later than 5 business days after becoming aware of the event that may cause or caused the delay, notified QMAG in writing of the event, the date of on which the relevant event occurred, how the event will or may cause of the delay, and the likely period of the delay.

(b) If the Supplier is entitled to an EOT under the Contract, this will be the sole remedy available to the Supplier for the delay.

17. Insurance

(a) The Supplier must carry at all times during the term of the Contract all insurances required by law and the minimum levels of insurance as stated in Schedule 3. All insurances must be with an insurer authorised under the Insurance Act 1973 (Cth) to carry on an insurance business in Australia and are supervised by the Australian Prudential Regulation Authority (APRA).

i) Public liability insurance: $20,000,000 per claim;
ii) Goods, Works, Services liability (Products Liability): $20,000,000 per claim;
iii) Professional indemnity $10,000,000;
iv) Marine insurance covering risks of physical loss or damage to any plant, equipment or goods in transit or in storage prior to delivery for their full replacement cost;
v) Workers compensation insurance in accordance with statutory obligations; and
vi) Motor Vehicle Third Party Property Damage

(b) If requested by QMAG, the Supplier must immediately provide certificates of currency for these insurance policies.

18. Indemnity

The Supplier is liable for and must indemnify QMAG and QMAG's Representatives against all Loss suffered or incurred in connection with:

(i) the Deliverables;

(ii) a breach of the Contract; or

(iii) any act or omission by the Supplier or the Supplier's Representatives, including without limitation in connection with any death or injury to any person, damage to any property, or any clean-up costs, directly or indirectly caused or contributed to by the Supplier,

except to the extent that any Loss is caused by QMAG's willful misconduct or negligence.

19. GST

(a) Any reference in this clause to a term defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

(b) To the extent that any supply made is a taxable supply, the recipient must pay, in addition to the consideration to be provided under the Contract for that supply (unless it expressly includes GST) an amount equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply, provided that the supplier has first issued to the recipient a Tax Invoice in respect of that taxable supply.

20. Subcontracting and Assignment

(a) The Supplier must not assign, transfer, subcontract or otherwise deal with the whole or part of a Contract except with the prior written consent of QMAG.

(b) Where QMAG consents to a subcontracting arrangement, the Supplier:

  (i) must ensure any subcontractor undertakes to comply with the Supplier's obligations under the Contract; and

  (ii) will remain liable to QMAG for any act or omission, default or negligence of any subcontractor as if it were the act, omission default or negligence of the Supplier.

21. Termination

(a) Either party (**Terminating Party**) may immediately terminate a Contract by written notice to the other party if the other party (**Defaulting Party**):

  (i) breaches the Contract in a material respect and, in the reasonable opinion of the Terminating Party, the breach cannot be remedied; or

  (ii) can be remedied, but is not remedied by the Defaulting Party within 14 days after the Terminating Party gives the Defaulting Party notice of the breach; or

  (iii) becomes Insolvent.

(b) QMAG may, at its option, terminate all or part of a Contract at any time and for any reason by giving ten (10) days written notice to the Supplier.

(c) On termination or expiry of a Contract:

  (i) the accrued rights and remedies of each party are not affected;

  (ii) the Supplier must stop working on any incomplete or undelivered Deliverables;

  (iii) if requested by QMAG, deliver to QMAG all completed Deliverables which conform in quality to the Contract; and

  (iv) the Supplier's sole and exclusive right in respect of the termination is limited to the payment of the Price for any Deliverables which have been completed in accordance with the Contract and delivered to QMAG; and

  (v) If the Contract is terminated in accordance with clause 21(b), the Supplier shall be entitled to the reasonable and demonstrable costs of Deliverables already ordered prior to the notice of termination being given to the Supplier, provided that QMAG retains title in the Deliverables.

22. Dispute Resolution

(a) In event of any dispute, claim or failure to agree, the parties will try to settle that dispute amicably by negotiation within 30 days of giving notice in writing to the other party. If the parties cannot resolve the dispute within 30 days, then the dispute must be referred to the parties' respective Managing Directors or authorised Senior Management who must, in good faith, seek to resolve the dispute within 30 days. If the dispute cannot be so resolved, either party may give written notice to the other party requesting that the dispute be referred to mediation administered by the Australian Disputes Centre (ADC). The mediation must be conducted in accordance with ADC Guidelines for Commercial Mediation which set out the procedures to be adopted for the mediation, the process of selection of the mediator and the costs involved (the terms of the ADC Guidelines for Commercial Mediation are deemed to be incorporated into these Standard Terms of Purchase).

(b) If the dispute is not resolved at mediation, then either party may commence legal proceedings.

23. Force Majeure

(a) Where Force Majeure prevents or delays a party from performing any obligation under a Contract, that obligation is suspended to the extent and for as long as the Force Majeure continues.

(b) The party affected by the Force Majeure must notify the other party in writing as soon as possible, providing an estimate of the likely duration of the Force Majeure (**Notice of Force Majeure**), take reasonable steps to resolve or abate the Force Majeure and resume promptly performance of its obligations under a Contract.

(c) In the event that at any time the Supplier's performance is prevented or delayed by Force Majeure, QMAG may:

(i) appoint an alternative supplier to supply the Deliverables; and

(ii) suspend the Contract for the duration of the Force Majeure.

(d) If a Force Majeure event continues for more than ninety (90) days, then within one (1) month of the expiration of the ninety-day (90) period either the affected party or the other party may give notice terminating this Contract provided the Force Majeure event continues to the giving of such notice and clause 21(c) applies.

24. Modern Slavery

(a) In performing their obligations in connection with this Contract, each party will, and will ensure that each party's officers, employees, contractors, subcontractors or agents (**Personnel**):

(i) comply with all Modern Slavery Laws; and

(ii) take reasonable steps to ensure that there is no Modern Slavery in the party or party's Personnel's supply chains or in any part of their business.

(b) Each party will comply (and ensure that all of the party's Personnel comply) with any reasonable requests made by the other party for assistance, for the provision of information or documents as required by the other party to enable that party's own compliance under or related to Modern Slavery Laws.

(c) Each party will immediately give written notice to the other if it becomes aware of a suspected or actual breach by it or its Personnel of any Modern Slavery Law.

(d) Each party represents and warrants that neither it nor its Personnel:

(i) have been convicted of any offence involving Modern Slavery; and

(ii) to the best of its knowledge, having made

(iii) reasonable enquiries, have been or are the subject of any investigation, inquiry or enforcement proceedings by any government agency regarding any offence or alleged offence of, or in connection with Modern

(iv) Slavery.

(e) Each party agrees to implement due diligence procedures for its own suppliers, subcontractors and other participants (together with other processes, procedures, investigations and compliance systems as deemed necessary) to ensure that there is no Modern Slavery in the party's or party's Personnel's supply chains or in any part of their business.

25. Anti-Bribery and Corruption

(a) Each party represents and warrants to the other and agrees that the party:

(i) Is in compliance and will remain in compliance with all legislative requirements in relation to anti-bribery, anti-corruption, money laundering, fraud or similar activities, including but not limited to the Criminal Code Act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1977 (United States), and the Bribery Act 2010 (United Kingdom), during the term of the Contract; and

(ii) prior to entering into this Contract have not, and must not during the term of the Contract give or offer to give or authorise to give to any person, or request or accept or authorise the request or acceptance of, directly or indirectly, any gratification, including any gift or consideration of any kind, facilitation payments, or anything of value in whatever form (including without limitation to cash, cash equivalents like gifts, services, employment offers, loans, travel and entertainment, charitable donations, sponsorships, business opportunities, favourable contracts or giving anything even if nominal in value) as an inducement or reward for doing or not doing, or for having done or not done any action, or for receiving an improper or unfair advantage in relation to this Contract or any other contracts between the parties.

(b) Each Party will immediately give written notice to the other if it becomes aware of a breach, or suspected breach, of any of its obligations under this clause 25.

26. Confidentiality

(a) Subject to (b), a Party (**Receiving Party**) must not without prior written approval of the other Party (**Disclosing Party**):

(i) disclose or give to any person Disclosing Party's Confidential Information; or

(ii) use or reproduce, or permit or allow any other person to use or reproduce any of Disclosing Party's Confidential Information, other than for the purposes of performing its obligations under these Standard Terms of Purchase,

except to its professional advisors or to any of its workers who have a need to know in order to perform obligations under the Agreement, providing the recipient agrees to keep the Confidential Information confidential.

(b) Exceptions

(a) does not apply to the extent that the Confidential Information is required by Law to be disclosed or given, provided that the Receiving Party first:

(i) gives the Disclosing Party notice of the requirement to disclose the Confidential Information; and

(ii) gives the Disclosing Party a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the information.

(c) Return all documents

Within 10 Business Days of the termination or expiry of under these Standard Terms of Purchase, the Supplier must return all Confidential Information. In this clause, "Confidential Information" means all information (regardless of the form of disclosure or the medium used to store it) treated by a disclosing party as confidential and of which the receiving party first becomes aware either:

(i) through disclosure by or on behalf of the disclosing party to the receiving party; or

(ii) otherwise through the receiving party's involvement with the disclosing party, in respect of dealings under this Agreement.

27. General

(a) Each Contract supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties in respect of its subject matter.

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(b) Any term by its nature intended to survive termination of a Contract survives termination.

(c) QMAG may set off from any amounts it owes to the Supplier, any amounts the Supplier owes to QMAG under a Contract.

(d) A waiver of any right must be in writing and signed by the party granting the waiver.

(e) (Nothing in a Contract will constitute or be deemed to constitute a partnership, agency or employer/employee relationship between the parties.

(f) These terms are governed by the laws of State or Territory in which the Deliverables are supplied to QMAG. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and courts entitled to hear appeals from those courts.

(g) These Standard Terms of Purchase may only be amended by written agreement between the parties.

(h) To the fullest extent permitted by Law, QMAG has no liability to the Supplier under or arising out of these Standard Terms of Purchase or any Contract for any loss of revenue, use, production, goodwill, profit, business, contract or anticipated savings, financing costs or increase in operating costs; or other purely financial or economic loss or other special or indirect loss or damage. Otherwise, QMAG's maximum aggregate liability under these Standard Terms of Purchase or any Contract is limited to the Price.

28. Definitions and Interpretation

(a) In these Terms:

Contract means a contract to purchase Deliverables arising out of a Purchase Order, any other specific terms expressly agreed to by QMAG in writing, the Special Terms of Purchase (if any) and these Standard Terms of Purchase (and in that order of precedence);

Deliverables means goods and or services supplied by the Supplier to QMAG as described in a Contract;

Force Majeure means any circumstances beyond the reasonable control of the party affected including acts of God, any regulation, law or restriction of any government agency, war, riot, hostilities or other civil commotion, fire, flood, explosion, drought or earthquake**;**

GST Act means A new Tax System (Goods Tax) Act 1999 (Cth);

Intellectual Property Rights includes any copyright, patent, trademark, registered design and any rights in respect of an invention, discovery, novel design, trade secret, confidential information, knowhow, concept, idea, information, data or formula;

Insolvent means in respect of a party, that party: being a natural person, the person becomes bankrupt; or being a corporation, takes or has taken against it any action for the winding up of the corporation or the placing of the corporation under external administration or has an administrator or controller appointed over any of its assets**;**

KPIs means any key performance indicators set out in the Contract and any other key performance indicators agreed by the parties;

Laws mean all relevant laws, regulations and Australian standards;

Loss means all actions, claims, costs (including legal costs on an indemnity basis), damages, expenses, interest, liabilities and losses (including any special, indirect, consequential loss, loss of profit, loss of goodwill, loss of revenue or loss of business opportunity);

Modern Slavery means the conduct described in the definition of "modern slavery" in section 4 of the Modern Slavery Act 2018 (Cth).**;**

Modern Slavery Law means the Modern Slavery Act 2018 (NSW), or the Modern Slavery Act 2018 (Cth), or the Modern Slavery Act 2015 (UK), or any similar law applicable to a party.

Purchase Order means an order issued by or on behalf QMAG setting out details of the Deliverables that QMAG requires the Supplier to supply;

QMAG's Representatives means the officers, employees, agents, contractors and subcontractors of QMAG (other than the Supplier and the Supplier's Representatives);

Specifications means the specifications for the Deliverables set out in the Contract;

Supplier means the person or entity who is supplying the Deliverables to QMAG;

Supplier's Representatives mean the officers, employees, agents, contractors and subcontractors of the Supplier; and

Tax Invoice has the meaning given to it in the GST Act.

(b) Rules for interpreting this document

The following rules apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) Headings are for convenience only, and do not affect interpretation.

(b) The documents constituting the Subcontract are mutually explanatory of one another and the Subcontract must be interpreted and construed as a whole.

(c) A reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re–enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or agreement includes executors, administrators, successors in title, permitted substitutes or permitted assigns of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(d) A singular word includes the plural, and vice versa.

(e) A word which suggests one gender includes the other genders.

(f) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(g) The word 'day' means calendar day and 'month' means calendar month.

(h) The words 'include' and 'includes' and the expressions 'for example' and 'such as', are not words or expressions of limitation.

(i) All monetary amounts and rates stated in the Subcontract are in Australian currency and are deemed to exclude GST and all payments due under the Subcontract must be made in Australian currency.

(j) A matter is to the knowledge of a person at a relevant time if:

(i) it was within that person's actual knowledge; or

(ii) it would have been discovered by the enquiries that would have been made by a reasonable person in that person's position, even if, at that time, the matter is not actually known by that person.

(k) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

(l) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.

(m) The expressions **subsidiary**, **holding company** and **related body corporate** have the same meanings as in the Corporations Act.