The parties agree as follows:

1 Definitions and Interpretation

1.1 This Contract is comprised of:

(a) the Schedule;
(b) these Terms and Conditions;
(c) the Purchase Order to which these Terms and Conditions of contract are annexed (**Purchase Order**); and
(d) such other documents which are incorporated into the Contract by reference,

(together, the **Contract**) and, where there is any inconsistency or ambiguity, take precedence in the order set out above.

1.2 If the Contract provides that Goods are to be delivered in accordance with any Incoterms, the delivery method and delivery terms of the relevant Incoterms apply to this Contract except to the extent that the conflict with any of the provisions of this Contract.

2 Definitions

Commencement Date means, unless otherwise stated in the Purchase Order or the Schedule, the date of the Purchase Order.

Company means Forsa AU Pty Ltd ABN 92 655 395 501 and any subsidiary company or business, successor or assignee.

Contract Date means the date of the Purchase Order.

Contract Price means the sum described in the Purchase Order or the Schedule excluding GST.

Contractor means the supplier identified in the Purchase Order.

Correction Period means, unless otherwise specified in the Schedule or the Purchase Order, the period of twelve (12) months after the Date of Delivery

Date of Delivery means the date the Goods are actually delivered to the Site or the Services are actually performed to the satisfaction of the Company.

Defect means any aspect of the Goods or Services not in accordance with this Purchase Order, any damage, deficiency, fault, inadequacy in design, performance, workmanship, quality or makeup of the Good or Services.

Delivery Date means the date for delivery of the Goods to the Site, or performance of the Services as is:

(a) specified as such in the Schedule or the Purchase Order; or
(b) otherwise communicated by the Company to the Contractor in writing at the time of entry into this Contract.

Delivery Point means the location to which the Goods must be delivered and unloaded as set out in the Schedule or the Purchase Order.

Goods mean those goods be supplied by the Contractor as specified and described in the Schedule or the Purchase Order and any ancillary goods or services required for completion of the Goods.

Incoterms means the International Commercial Terms prepared by the International Chamber of Commerce.

Law means all legislation including regulations, bylaws, orders awards and proclamations with which a party is legally required to comply, together with all Authority requirements, guidelines, consents, certificates, licenses, permits and approvals (including conditions in respect of those consents, certificates, licenses permits and approvals) with which a party is legally required to comply and includes any law made to replace, modify or amend.

Personnel means directors, employees, agents, contractors or subcontractors of the parties, but a reference to the Company's Personnel excludes the Contractor.

PPSA means the *Personal Properties Securities Act 2009 (Cth).*

Purchase Order means this purchase order for the Supply issued by the Company to the Contractor from time to time containing, amongst other things, a description of the Supply.

Schedule means the schedule attached the Purchase Order.

Scope of Supply means the scope of the Supply as detailed in the Schedule or the Purchase Order or any document referred to in the Schedule or Purchase Order.

Services mean those services as specified and described in the Schedule or the Purchase Order (including any part of the specified services, any ancillary services, and those goods required for the completion of the Services).

Site means the site at which the Supply is to be provided or delivered (as applicable) as set out in the Schedule or the Purchase Order.

Supply means the Goods and/or Services to be provided under this Contract.

3 Contract Price

3.1 In consideration of payment of the Contract Price by the Company, the Contractor must provide the Supply in accordance with, and as specified in, this Contract.

3.2 The Contract Price is the sole basis for payment to the Contractor under this Contract and is deemed to include all risks, liabilities and obligations expressed or implied in this Contract. Except as expressly provided for in this Contract, the Contract Price is not subject to rise and fall or any escalation.

3.3 The Contractor must not carry out a variation to the Supply nor deviate from this Contract except as directed or permitted in writing by the Company.

3.4 The Contractor is at all times responsible for the provision of accommodation, messing, uniforms, safety equipment, flights, and transport of the Contractor's Personnel, unless otherwise expressly specified in the Purchase Order.

4 Invoicing and Payment

4.1 All invoices must be addressed to attention of FSC Accounts Payable and emailed to ap@forsa.com.au.

4.2 Each invoice must detail clearly set out:

(a) the description and quantity of the Supply provided to the Company for which payment is claimed;
(b) the Contract Price or portion thereof being claimed and any applicable GST; and
(c) the relevant Purchase Order number.

4.3 Unless otherwise stated in the Purchase Order, payment will be made by the Company within 25 Business Days after receiving a valid tax invoice (or valid payment claim, where applicable), provided the Supply has been received and accepted by the Company. If the Supply constitutes construction work or related goods and services for the purposes of the Building and Construction Industry (Security of Payment) Act 2021 (WA), payment will be made within the maximum period permitted by that Act.

4.4 The Company may deduct from any payment due to the Contractor under this Contract, any sum which the Company asserts is or may become payable by the Contractor to the Company under or in connection with this Contract or any other contract or arrangement between the parties.

4.5 Payment by the Company will not constitute an admission that any Supply has been delivered or performed in accordance with this Contract and will only be taken to be payment on account.

4.6 The Contractor must submit all claims against the Company under or in connection with the Contract within 30 days of the Date of Delivery.

4.7 The Contract releases and discharges the Company for all claims which are not made within the timeframe specified in clause 4.6 above.

5 Commencement, Progress, Suspension and Completion

5.1 Time is of the essence in respect of the Contractor's obligation to deliver the Goods and/or complete the Services by the Delivery Date.

5.2 The Contractor must commence the Supply on the Commencement Date.

5.3 The Contractor must deliver the Goods to the Delivery Point on or before the Delivery Date and/or complete the Services by the Delivery Date.

5.4 The Contractor must keep the Company informed of all aspects of the performance of the Contract and must provide such reports and updates as reasonably required by the Company from time to time.

5.5 If the Contractor becomes aware that the Supply will not be provided by the Delivery Date, the Contractor must, as soon as reasonably practicable after becoming aware of the delay, give the Company written notice setting out:

(a) the cause of the delay; and
(b) the estimated impact on the Delivery Date.

5.6 If the Supply is not provided by the Delivery Date, the Company may, without prejudice to any other rights or remedies:

(a) engage another contractor to complete or supply the whole or any part of the Supply and recover from the Contractor any

additional costs reasonably incurred by the Company in doing so; or

(b) adjust the Delivery Date by written notice to the Contractor.

Suspension

5.7 The Company may at any time, by written notice, direct the Contractor to suspend the whole or any part of the Supply for the period specified in the notice.

5.8 The Contractor must immediately comply with a suspension notice and must take all reasonable steps to mitigate costs and protect the Supply during the period of suspension.

5.9 The Company may at any time, by written notice, direct the Contractor to recommence the suspended Supply..

5.10 If a suspension is not caused by any act or omission of the Contractor, the Delivery Date will be extended by the period of suspension. The Contractor is not entitled to any additional payment arising out of or in connection with the suspension unless expressly agreed in writing by the Company.

5.11 If a suspension continues for more than 60 consecutive days, the Company may, at its option, terminate this Contract under clause 9.

6 Delivery of Goods

6.1 The Contractor must ensure that the goods are suitably packed to avoid damage in transit or in storage and in such a way to comply with:

(a) any packing specifications provided by the Company to the Contractor;

(b) good industry practice; and

(c) any applicable Laws.

6.2 Delivery of the Goods must be accompanied by:

(a) a delivery docket quoting the Purchase Order number, part number(s), specification, a description of the Goods and weight of each package; and

(b) any certificates required by the Company as communicated by the Company to the Contractor prior to the Delivery Date.

6.3 If the Contractor does not comply with clause 6.2, the Goods may be rejected by the Company and returned to the Contractor at the cost of the Contractor.

6.4 Any delivery docket signed by the Company is evidence of receipt of the Goods only and not evidence of whether the Goods comply with the requirements of this Contract.

7 Warranties

7.1 The Contractor warrants that it will at all times:

(a) comply with the Law and give all notices necessary to comply with any legal requirements and any fees associated with compliance with the Law;

(b) hold all necessary licences and meet all other requirements necessary for the safe and proper performance of the Supply.

7.2 The Contractor warrants that the Supply will (as applicable):

(a) match the description of the Supply in the Schedule or the Purchase Order;

(b) comply with the Scope of Supply and all specifications, standards, codes and other requirements set out in this Contract;

(c) if the Contractor gave the Company a sample or demonstration of the Goods before the Company issued this Purchase Order, correspond with that sample or demonstration;

(d) comply with all applicable Laws;

(e) be new and of merchantable quality;

(f) be fit for its intended purpose set out in, or reasonably infer from this Contract;

(g) have the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must pursue any manufacturer's warranties on the Company's behalf if the Company so requests);

(h) be in good working order and condition and free from defects and omissions;

(i) have a life expectancy commensurate with what would be expected of similar goods provided for similar purposes by a competent and reputable supplier;

(j) be free from any encumbrance, charge or lien in favour of a third party at time specified in this Contract for title to pass to the Company;

(k) be free from asbestos or any asbestos containing products; and

(l) be performed with diligence and care by appropriately skilled, qualified and experienced persons.

7.3 The requirements in clause 7.2 are in addition to any warranties which are or may be implied under the *Sale of Goods Act 1895* (WA), the *Competition and Consumer Act 2010* (Cth) and any other legislation applicable to the Supply.

8 Defects and Correction Period

8.1 If, at any time prior to or during the Correction Period, the Company finds any Defects in the Supply, the Company may reject or accept the Supply or require that the Supply be reperformed, repaired or replaced (as the case may be) (**Rectification**) by the Contractor at no additional cost to the Company.

8.2 If, in the opinion of the Company, the defect is required to be rectified urgently to meet operational requirements, for safety reasons or to prevent damage, the Company may carry out the Rectification itself and the costs incurred in doing will be a debt due and payable from the Contractor to the Company.

8.3 The remedies provided in this clause do not exclude any other remedies provided by law and the Company may exercise such remedies either during or after the expiration of the Correction Period.

9 Termination

9.1 If the Contractor fails, refuses, or is unable to provide the Supply in accordance with the requirements of this Contract or is otherwise in default of this Contract, the Company may terminate this Contract in part or whole by notice in writing to the Contractor.

9.2 The Company may at any time for its sole convenience, terminate this Contract by written notice to the Contractor effective from the time stated in the notice or if no such time is stated, at the time the notice is given to the Contractor.

9.3 If the Company exercises its termination right under clause 9.2 and the Supply is not performed, manufactured or fabricated specifically for the Company, the Company has no liability to pay for the portion of the Supply that has not yet been provided.

9.4 If the Company exercises its termination right under clause 9.2 and the Supply is performed, manufactured or fabricated specifically for the Company:

(a) the Contractor must immediately stop all work in respect of the Supply;

(b) the Company must pay to the Contractor the reasonable costs incurred by the Contractor in respect of the Supply that the Contractor was required to perform, manufacture or fabricate up until the time it was required to cease all work; and

(c) the Contractor will not be entitled to any other costs, expenses, loss or damage as a result of the termination.

10 Health and Safety

10.1 Where the Supply requires the Contractor to enter the Site, the Contractor and the Contractor's Personnel:

(a) enter at their own risk;

(b) must maintain and leave the Contractor's work area clean and tidy;

(c) must comply with any induction requirements in relation to the Site notified by the Company and all Site standards and procedures;

(d) must comply with the Company's Health Safety and Environment Requirements which are available at https://fsccivils.com.au/

(e) must perform the Supply safely so as to protect persons and property; and

(f) must ensure that the Contractor's Personnel entering the Site perform the Supply in a safe manner and in a way that does not prejudice safe working practices, safety and care of property and continuity of work at the Site.

10.2 Without limiting the Contractor's obligations under clause 10.1, the Contractor must comply with any applicable Laws, code of practice or Australian Standard that deals with occupational health and

safety, workers' compensation, workplace rehabilitation and workplace insurance.

10.3 The Contractor must:
- (a) immediately notify the Company upon the occurrence of any accident, incident or near miss accident or incident; and
- (b) provide all such information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety, environment, or community investigation in connection with this Contract.

10.4 Any direction given by the Company to the Contractor regarding health and safety must be complied with and does not derogate from the Contractor's obligations under this Contract.

10.5 Any failure by the Contractor to meets its obligations in regard to health and safety is a material breach of this Contract.

11 Inspection and Testing

11.1 The Contractor must, upon reasonable written notice, provide the Company or its nominee with access to any premises at which the Goods are being manufactured, stored or fabricated to inspect, examine or test the Goods to ensure compliance with the Contract.

11.2 If the inspection disclosed that the Goods are defective or otherwise do not comply with the Contract, the Contractor must promptly rectify the defect or non-compliance.

11.3 Any such inspection, examination or testing by the Company does not constitute acceptance of the Goods or relieve the Contractor from any of its obligations under the Contract.

12 Informed of Progress

12.1 The Contractor must keep the Company informed on the state and stages of the performance of the Supply.

12.2 Upon the request of the Company, the Contractor must provide the Company with a written report on the status and progress of the Supply including a reconciliation of the actual progress of the Supply against any program.

13 Title, Risk and Acceptance

13.1 Title in each part of the Supply passes to the Company upon the earlier of the Date of Delivery or payment of the applicable portion of the Contract Price.

13.2 The Supply will be at the Contractor's risk until the later of:
- (a) the Date of Delivery of the Supply; and
- (b) the date the Company communicates in writing to the Contractor that it is satisfied that the Supply complies with the Contract.

13.3 If, upon delivery of the Supply, the Company is not satisfied that the Goods comply with the Contract, the Company may:
- (a) reject the Supply, in which case the Company is not obliged to make payment for the Supply and is entitled to a refund of any payment made; or
- (b) direct the Contractor, at its cost, to promptly rectify the non-compliance to the Company's satisfaction and the Company may withhold payment until such rectification is complete.

14 Confidentiality, Privacy

14.1 The Contractor must not, without the Company's prior written consent, refer to its appointment in any advertisement or promotional material or discuss the Supply with any third party.

14.2 The Contractor must keep all information provided by or on behalf of the Company (including this Contract), including any information which relates to the business or affairs of the Company (or the Company Group), confidential and must not disclose such information to a third party without the Company's prior written consent.

14.3 The rights and obligations under this clause 14 continue after the termination of this Purchase Order.

15 Intellectual Property

15.1 The Contractor:
- (a) warrants that the Supply (other than those manufactured to the Company specifications) covered by this Contract and their use, alone or in combination will not infringe any patent trademark, copyright industrial design, or process of manufacture (**Intellectual Property**); and
- (b) indemnifies the Company against all judgments, liabilities costs, and expenses, which result from infringement or alleged infringement of any Intellectual Property rights.

15.2 The Contractor grants to the Company a permanent, assignable, non-exclusive, royalty free licence to use any Intellectual Property in the Supply for the use, operation, repair, maintenances, servicing, addition, or alteration of the Supply.

16 Insurance

16.1 The Contractor, at its own expense, must procure and maintain all insurances required by Law and the following insurance policies:
- (a) workers' compensation insurance (including occupational disease where required by Law) which complies with the Law;
- (b) public and product liability insurance for an amount of twenty million dollars ($20,000,000) to cover the Contractor's liability in respect of occurrences resulting in:
  - (i) personal injury, death, disease or illness (including mental illness); and
  - (ii) loss of, or damage to, or loss of use of, any property.
- (c) If the Supply involves professional services, professional indemnity insurance for an amount not less than $2,000,000;
- (d) insurance of the Goods for the full replacement value of the Goods including materials ordered for inclusion into the Goods against loss or damage including loss or damage in transit, until risk in the Goods passes to the Company.

16.2 Before commencing the Supply, the Contractor must provide the Company with certificates of currency for the insurances required to be held by the Contractor under this Contract.

16.3 The Company may withhold payment under this Contract until such time as the Contractor has provided the Company with certificates of currency for the insurances required to be held by the Contractor under this Contract.

17 Indemnity and excluded losses

17.1 The Contractor indemnifies the Company and the Company Group against any liability, claim, loss, damage, cost or expense suffered or incurred in connection with:
- (a) any breach of this Contract;
- (b) any claim made against the Company in respect of death or personal injury to any person and/or damage to or loss of property (including Intellectual Property) of any person arising out of or in connection with any act or omission by the Contractor;
- (c) any penalty imposed for breach of an applicable Law;
- (d) any claim made against the Company by any of the Contractor's employee agents, contractors and/or subcontractors in respect of any relevant legislation concerning income tax, workers compensation, annual leave, long service leave, superannuation or any applicable award, determination or order of a competent industrial tribunal,

  arising out of, or in connection with the performance, purported performance or non-performance of this Contract.
- (e) any claim that the Supply or the use of the Supply infringes or allegedly infringes the intellectual property rights of any person.

17.2 The Contractor's liability under clause 17.1 shall be reduced proportionately to the extent that any negligent act or omission of the Company caused or contributed to the event giving rise to the liability, claim, loss, damage, cost or expense.

17.3 It is not necessary for the Company to incur any cost, loss or expense or to make any payment before the Company can enforce the indemnity contained in clause 17.1.

17.4 Subject to clause 17.5, neither party is liable to the other for:
- (a) any kind of indirect or consequential loss or damage;
- (b) any loss of actual or anticipated profits, loss of overhead, loss of goodwill, loss of opportunity or loss of production,

howsoever caused, including negligence.

17.5 Clause 17.4 does not limit either party's liability in respect of fraud or any act or omission which was deliberate and wrongful, or involved reckless disregard or wanton indifference to the likely harmful consequences or where an insurance policy required to be maintained by a party under this Contract responds to the relevant liability and covers the relevant loss(es) referred to in clause 17.4.

18 Dispute Resolution

18.1 If either party considers a dispute has arisen under this Contract, it may issue a dispute notice to the other party which sets out the details of the dispute.

18.2 In the event of a dispute notice being issued, a senior representative from each party with authority to resolve the dispute must meet to resolve the dispute. If no agreement is reached within twenty (20) business days after a dispute notice is issued, either party may commence legal proceedings.

18.3 During a dispute, the parties must continue to perform their obligations under this Contract.

19 GST

19.1 If GST is imposed on any supply made under this Contract by a party (seller) to another party (recipient), then the recipient must pay to the seller an amount equal to that GST in addition to any other amount payable or other consideration provided for the supply.

19.2 The recipient's obligation to pay an amount equal to the GST under clause 19.1 only applies if the seller has given the recipient a tax invoice for the supply that details the relevant amount of that GST.

19.3 If the amount paid by the recipient under 19.1 differs from the amount of GST payable at Law by the seller on the supply, the amount paid by the recipient to the seller will be adjusted accordingly.

19.4 Unless expressly included, the consideration for any supply under, or in respect of, this Contract does not include GST.

20 PPSA

20.1 If either party (Party A) determines the Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the other party (Party B) agrees to do anything which Party A asks and considers necessary for the purposes of:

(a) ensuring the security interest is enforceable, perfected, and otherwise effective;

(b) enabling Party A to apply for any registration, or give any notification, in connection with the security interest so the security interest has the priority required by Party A; or

(c) enabling Party A to exercise rights in connection with the security interest.

20.2 The parties will bear their own costs in complying with, and performing, their respective obligations under this clause 20.

20.3 If the Contract is or contains a security interest for the purposes of the PPSA, each party agrees (to the extent allowable by Law):

(a) sections 142 and 143 of the PPSA are excluded and the relevant secured party need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d), and 132(4);

(b) the Company need not give any notice required under any provision of the PPSA (except section 135).

20.4 This clause applies despite any other clause of the Contract.

20.5 If a term used in this clause 20 has a particular defined meaning in the PPSA, it has the same meaning in this clause 20.

21 Miscellaneous

21.1 The Contractor must not assign or subcontract the whole or any part of this Contract without the Company's prior written consent.

21.2 All notices and other documents required to be given under the Contract:

(a) must be in writing and signed by an authorised person; and

(b) may be delivered by post, hand or email to the party to whom the notice is addressed at its address stated in the Contract or notified to the other party by notice.

21.3 This Contract is governed by the Laws applicable in Western Australia and each party submits to the exclusive jurisdiction of the courts of Western Australia.

21.4 Each party agrees that Part 1F of *the Civil Liability Act 2002 (WA)*, to the extent that the same may be lawfully excluded, is excluded from operation with respect to any dispute or action brought by one party against the other party.

21.5 Without limiting the position at law and the continued operation of any clause which as a matter of construction is intended to survive the termination of this Contract, clauses 1, 2, 7, 9, 14, 15, 16, 17, 18, 19, 20, 21 and any indemnities and warranties survive termination of the Contract.

21.6 Unless expressly agreed in writing by authorised Personnel of the Contractor and Company, any terms or conditions provided by the Contractor (whether prior to acceptance of this Contract or after) are expressly excluded, superseded, and replaced in full by this Contract.

21.7 This Contract constitutes the entire agreement between the parties in respect of its subject matter and supersedes all other prior agreements, quotation requests, understandings, representations, warranties, promises, statements, negotiations, letters and documents in respect of its subject matter (if any) made or given prior to the date of this Purchase Order. The Contractor warrants it has not entered into this Contract on the basis or in reliance on any prior representation which is not contained in this Contract.

21.8 The expressions "including", "includes" and "include" are not expressions of limitation but have the meaning as if followed by "without limitation".

21.9 This Contract may be executed in any number of counterparts.

21.10 Headings and bold type are for convenience only and do not affect the interpretation of this agreement.

21.11 If any provision of this Contract is, or becomes, void or unenforceable, that provision is, or will be, severed from this Contract so that all provisions that are not, or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

21.12 No failure, delay or relaxation by any party in exercising any rights conferred under this Contract will operate as a waiver of such right. Any waiver must be in writing and signed by the party granting the waiver.