

## Standard Terms and Conditions

The parties acknowledge and agree as follows:

### 1 The Contract

- 1.1 The agreement between RUC and the Supplier comprises of:
- (a) these Standard Terms;
  - (b) the Order; and
  - (c) any document referred to in the Order as forming part of this agreement,
- (together “the Contract”).
- 1.2 Acceptance or performance of the Order by the Supplier constitutes the Supplier’s acceptance of these Standard Terms and the Contract.
- 1.3 Any reference to other terms and conditions in the Supplier’s quotation or any other documentation presented in connection with the Goods and/or Services will have no legal effect.
- 1.4 Where a separate written contract exists between the parties for the supply of Goods and/or performance of Services (which has been accepted by RUC in writing), the terms and conditions of that contract shall apply to the exclusion of this Contract.
- 1.5 To the extent that the Supplier are not supplying Goods under the Order, the provisions that apply to the supply of Goods have no effect.
- 1.6 To the extent that the Supplier are not performing Services under the Order, the provisions that apply to the performance of Services have no effect.

### 2 Supply of Goods and performance of Services

- 2.1 The Supplier must supply the Goods and/or perform the Services in accordance with the Contract, including the Standards.
- 2.2 The Supplier agrees and acknowledges that time is of the essence and must deliver the Goods and/or perform the Services by the time specified in the Order/Contract.
- 2.3 The Goods must be:
- (a) fit for the purpose for which Goods of the same kind are commonly supplied and for any other purpose specified by RUC;
  - (b) of merchantable quality; and
  - (c) new, unless otherwise specified by RUC in writing.
- 2.4 The Services must be performed with due care and skill by appropriately qualified and trained personnel.

### 3 Price

- 3.1 RUC agree to pay the Supplier the Price for the supply of Goods and/or performance of the Services in accordance with clause 4.

### 4 Invoicing and payment

- 4.1 The Supplier must submit a Tax Invoice to RUC upon the later to occur of:
- (a) delivery of the Goods;
  - (b) completion of the Services; or
  - (c) such other times as specified in the Order.
- 4.2 Each Tax Invoice submitted by the Supplier must include:
- (a) the subject matter of the claim; and
  - (b) the purchase order number; and
  - (c) all relevant records and substantiating documents to enable RUC to verify the amount of the invoice.

- 4.3 Subject to the Supplier’s compliance with clause 4.1 and 4.2, RUC will pay the Supplier the amount set out in the Tax Invoice submitted by the Supplier under clause 4.1 within 30 days from the end of month in which the Tax Invoice was received, except where RUC:

- (a) exercise RUC’s right to withhold, retain or set off part of the Price pursuant to clause 4.4; or
- (b) dispute the invoice, in which case:
  - (i) RUC agree to pay the undisputed part of the invoice (if any) and withhold the balance pending resolution of the dispute in accordance with clause 20; and
  - (ii) if the resolution of the dispute determines that RUC are to pay an amount to the Supplier, RUC agree to pay that amount upon resolution of the dispute.

- 4.4 Without limiting any of RUC’s rights, RUC may:

- (a) withhold or retain any moneys due to the Supplier under the Contract until such time as the Goods and/or Services comply with the terms of the Contract; or
- (b) set off from any moneys due to the Supplier any amounts which the Supplier are liable to pay to RUC.

### 5 Site, security and environment

- 5.1 RUC will provide the Supplier with sufficient possession of and access to the Site for the proper performance of the Supplier’s obligations under the Contract. Nothing in this clause 5 confers upon the Supplier exclusive possession of or exclusive access to the Site.
- 5.2 The Supplier’s obligations under the Contract are to be undertaken on or in the vicinity of an operational Site and that those operations, including safety and security requirements, may impact on the manner in which the Supplier perform the Supplier’s obligations under the Contract.
- 5.3 In carrying out the Supplier’s obligations under the Contract the Supplier must use the Supplier’s best endeavours not to interfere with any other occupier or user of the Site.
- 5.4 RUC will retain absolute and unfettered control over which persons will be given and be permitted to have access to the Site.
- 5.5 The Supplier must:
- (a) comply with any direction made by RUC relating to the Site;
  - (b) ensure that all of the Supplier’s personnel wear and comply with the access and Safety requirements of the Site; and
  - (c) ensure that RUC’s premises are left secure, clean, orderly and fit for immediate use
- 5.6 Without limiting the Supplier’s other obligations under the Contract, the Supplier must:
- (a) comply with all applicable environmental laws, guidelines and codes of practice including without limitation, the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
  - (b) immediately:
    - (i) notify RUC of any contamination or environmental hazard or breach of any environmental legislation or requirement at the Site; and
    - (ii) remedy the contamination, hazard, breach or requirement to RUC’s satisfaction, where caused by any of the Supplier’s act or omission.
- 5.7 The Supplier must only undertake work within the hours as set out in the Order, or as notified by RUC in writing to the Supplier. The Supplier acknowledge that the working hours may differ between any zones on the Site.

### 6 Delivery of the Goods

- 6.1 The Supplier must ensure that the Goods are:
- (a) delivered by the Delivery Date to the Delivery Point;
  - (b) properly packed including:

- (i) a packing list; and
  - (ii) shipping documents requested by RUC from time to time; and
- (c) clearly marked with the identification marks specified in the Order (if any). These identification marks must also be shown on drawings and dispatch and shop lists.
- 6.2 The Supplier must complete all documentation and provide all reasonable assistance required by RUC to obtain reimbursement of, or exemption from, any Taxes imposed on the Goods.
- 6.3 The Supplier must provide to RUC at RUC's request:
- (a) copies of all Technical Materials relating to the Goods; and
  - (b) progress reports setting out in such detail as RUC require the status of the design, manufacture, testing and delivery of the Goods which are to be supplied under the Contract.

## **7 Inspection and acceptance of the Goods**

- 7.1 RUC will not be deemed to have accepted any Goods until RUC have had a reasonable time to inspect the Goods after delivery. RUC's signing of delivery receipts before inspection does not constitute acceptance of the Goods.
- 7.2 If upon inspection RUC determine that any Goods are Defective Goods, RUC may:
- (a) reject the Defective Goods by returning them to The Supplier; or
  - (b) make good the Defective Goods and accept the Goods.
- 7.3 The Supplier agree to, at RUC's option:
- (a) refund any payments made by RUC (including any freight charges) in respect of any Defective Goods that RUC reject;
  - (b) make good the Defective Goods that RUC reject; or
  - (c) reimburse RUC for any expenses RUC incur in making good any Defective Goods.
- 7.4 Any inspection, testing, acceptance or payment of some or all of the Goods does not in any way:
- (a) alter the Supplier's obligations under the Contract; or
  - (b) affect RUC's rights to claim for any damage or loss RUC may suffer because of the Supplier's breach of warranty or failure to fulfil any of The Supplier's other obligations under the Contract.
- 7.5 If RUC accept any Goods from the Supplier which do not comply with the Contract, this decision does not:
- (a) bind RUC to accept future shipments or orders of Goods which do not comply with the Contract; or
  - (b) affect the Supplier's obligations in respect of the supply of Goods.

## **8 Title and risk in the Goods**

- 8.1 The title to and risk in the Goods does not pass to RUC until:
- (a) RUC accept the Goods after inspection; or
  - (b) in the event that the Goods are Defective Goods, RUC elect to make good the defects in the Defective Goods.
- 8.2 The Supplier warrants that at the time of delivery of the Goods:
- (a) The Supplier has full ownership of the Goods free of any liens, charges and encumbrances and are supplying the Goods to RUC on that basis; and
  - (b) RUC will be entitled to full, unencumbered and quiet possession of the Goods.

## **9 Defects Period**

- 9.1 If, during the Defects Period, RUC find any of the Goods to be Defective Goods, RUC may, at RUC's option:
- (a) return the Defective Goods to The Supplier; or
  - (b) make good the Defective Goods.
- 9.2 During the Defects Period, The Supplier agree to, at RUC's option:

- (a) repair free of charge any Defective Goods that RUC return to The Supplier; or
- (b) replace free of charge any Defective Goods that RUC return to the Supplier; or
- (c) reimburse RUC for any expenses RUC incur in making good the Defective Goods or in returning Defective Goods to the Supplier.

9.3 Any repairs or replacement goods supplied by the Supplier under this clause 9 will be subject to the same Defects Period as the original Goods commencing from the date of repair or replacement.

9.4 The remedies in this clause 9 are in addition to any other remedies available at Law.

## **10 Performance of the Services**

- 10.1 The Supplier must perform Services:
- (a) from the Commencement Date; and
  - (b) by the Completion Date or for the Term, unless the Contract is terminated.
- 10.2 The Supplier must perform the Services:
- (a) exercising due care, skill and judgment;
  - (b) in an efficient, professional and cost effective manner; and
  - (c) in accordance with:
    - (i) all applicable Standards;
    - (ii) the Contract, and all guidelines, procedures and directions made by RUC; and
    - (iii) The Supplier's design obligations under the Contract, including the preparation and submission to RUC of any design documents required for the purposes of this Contract.
- 10.3 The Supplier must comply with all applicable Laws and the requirements of any Government Authority and ensure that the Supplier possess all relevant authorisations, permits and Licences to perform the Services.
- 10.4 Without limiting clause 10.3, The Supplier must comply with:
- (a) all applicable occupational health, safety and environmental laws, guidelines and codes of practice including, without limitation, the *Occupational Safety and Health Act 1984* (WA);
  - (b) all occupational health, safety and environmental guidelines, rules and procedures provided to the Supplier by RUC;
  - (c) applicable drug and alcohol testing and management programs, Laws, guidelines and codes of practice;
  - (d) drug and alcohol management plans, guidelines, rules and procedures provided (including on request) to the Supplier by RUC and as may be updated from time to time;
  - (e) drug and alcohol management plans which the Supplier may be required to provide to the RUC pursuant to the Order.
- 10.5 The Supplier must provide RUC with evidence of the Supplier's compliance with The Supplier's obligations under clauses 10.3 and 10.4, if requested.

## **11 Indemnity**

- 11.1 The Supplier indemnify RUC against any loss, expense or damage (including reasonable legal costs) suffered or incurred and arising from or in connection with any:
- (a) Act or omission including negligence, by the Supplier in connection with supplying of Goods to RUC and/or performing the Services;
  - (b) failure by the Supplier to comply with any relevant Laws in connection with supplying of Goods to RUC and/or performance of the Services; and
  - (c) claim that the Supplier have infringed or allegedly infringed the IP Rights of any person.
- 11.2 The Supplier's liability to indemnify RUC will be reduced proportionally to the extent that a negligent act or omission

of ours has contributed to the Supplier's loss, expense or damage.

## **12 Insurance**

- 12.1 The Supplier must effect and maintain appropriate insurance policies for the duration of the Supplier's obligations under the Contract.
- 12.2 The Supplier must provide evidence of such insurance upon RUC's request.

## **13 RUC's Material**

- 13.1 The Supplier must ensure that any of RUC's Material provided to the Supplier is used strictly in accordance with any conditions, restrictions or directions from RUC.

## **14 Intellectual property**

- 14.1 RUC grant the Supplier a licence to reproduce and use RUC's Background IP as necessary for the sole purpose of the Supplier complying with the Supplier's obligations under the Contract. RUC may revoke this licence at any time by notice in writing to the Supplier.
- 14.2 The Supplier must not reproduce, use or otherwise deal with RUC's Background IP, or allow any other person to do the same, for any purpose other than performing its obligations under this Contract.
- 14.3 All Project IP vests in and is owned by RUC.
- 14.4 RUC grant the Supplier a non-exclusive, royalty-free, non-transferable licence to use, reproduce, modify and adapt the Project IP for the sole purpose of performing the Supplier's obligations under the Contract. The licence will endure until the termination or the expiry of the Contract, whichever is earlier. RUC may revoke this licence any time by notice in writing to the Supplier.
- 14.5 The Supplier must not reproduce, use or otherwise deal with the Project IP, or allow any other person to do the same, for any purpose other than performing the Supplier's obligations under the Contract.
- 14.6 The Supplier grant to RUC an irrevocable, royalty-free, non-transferable licence to use, reproduce, modify and adapt The Supplier's Background IP to the extent necessary to exercise RUC's rights with respect to the Contract.
- 14.7 The Supplier assign to RUC all of the Supplier's rights, title and interest, including all IP Rights, in all documents which the Supplier create in connection with the Contract and which the Supplier are required to provide to RUC under the Contract, on their creation.
- 14.8 The Supplier must procure the assignment of all rights, title and interest, including all IP Rights, in all documents created by sub-consultants or other contributing parties in connection with the Contract and which the Supplier are required to provide to RUC under the Contract, from those persons to RUC on their creation.
- 14.9 The Supplier must, if required by RUC, do all further things necessary to give effect to the assignments in clause 14.7 and 14.8.
- 14.10 The Supplier will not use any material in which there are IP Rights incapable of being assigned to RUC, without RUC's written approval. If RUC approve, the Supplier must ensure that RUC are provided with an unrestricted, non-exclusive, irrevocable and transferable, royalty-free licence to use the subject material of those IP Rights on terms acceptable to RUC.
- 14.11 The Supplier must not infringe the IP Rights of any third party when performing the Services or providing the Goods.
- 14.12 The Supplier must notify RUC as soon as The Supplier become aware of, and provide all reasonable assistance RUC request regarding, any suspected, threatened or actual infringement of:
- (a) RUC's Background IP; and

(b) Project IP.

- 14.13 The obligations in this clause 14 continue after the expiry or earlier termination of the Contract.

## **15 Confidential information and Privacy**

- 15.1 The Supplier must not, and must ensure that the Supplier's employees and sub-consultants do not, disclose or give to any person any Confidential Information except:
- (a) with RUC's written consent, which consent may be given or withheld in RUC's absolute discretion; or
- (b) if the Supplier are required to do so by law; or
- (c) if the information is in the public domain other than by reason of breach of this clause; or
- (d) where it is reasonably necessary for the Supplier to seek professional advice or to defend yourself from any suit or claims.
- 15.2 The Supplier may only use the Confidential Information for the purpose of performing the Supplier's obligations under this Contract.
- 15.3 In respect of any Personal Information that the Supplier collect, hold, use and otherwise handle, or which is disclosed to the Supplier, under or in connection with this Contract, the Supplier must comply with all provisions of the Privacy Law and take all necessary steps to ensure that such Personal Information is protected against misuse, loss and unauthorised access.
- 15.4 This clause 15 survives expiry or earlier termination of this Contract.

## **16 Warranties**

- 16.1 The Supplier warrant that the Goods:
- (a) will be free from defects in design, materials and workmanship;
- (b) will be fit for purpose; and
- (c) will meet the Standards.
- 16.2 The Supplier warrant that the Services:
- (a) will be performed in accordance with the Contract;
- (b) will be performed with appropriate skill and care and to a high quality consistent with services of a similar nature;
- (c) will be fit for purpose; and
- (d) will meet the Standards.
- 16.3 The Supplier warrant that at the date of the Contract, The Supplier are not aware of any claim for infringement of IP Rights or for the breach of any obligations of confidence, arising out of the manufacture, sale or use of the Goods or the performance of the Services.
- 16.4 The Supplier warrant that:
- (a) subject to any licence of IP Rights provided under clause 14.1, after the assignments in clause 14.7 and 14.8, RUC will own all of the IP Rights in the documents which The Supplier are required to provide to RUC under the Contract;
- (b) neither the Supplier nor any of the Supplier's sub-consultants or other contributing parties have licensed, assigned or in any way disposed of, or granted, any rights in respect of those IP Rights;
- (c) the IP Rights assigned pursuant to clauses 14.7 and 14.8 do not infringe any rights, including IP Rights, of another person;
- (d) The Supplier have maintained confidentiality with respect to that part of the IP Rights being assigned under the Contract which comprises know how and rights to have confidential information kept confidential; and
- (e) in relation to any license provided under clause 14.10, the Supplier have the right to grant that licence, and use of that subject material by RUC in connection with the supply Goods and/or the performance of the Services or otherwise will not infringe any rights, including IP Rights, of another person.

## 17 Taxes

17.1 The Supplier are responsible for any Taxes levied on, in respect of, or in connection with the supply of the Goods and/or the performance of the Services.

## 18 GST

18.1 If GST is imposed on any supply made by the Supplier under or in connection with the Contract, the Supplier may recover from RUC, in addition to the Price, an amount equal to the GST payable in respect of that supply upon the provision of a Tax Invoice.

## 19 Termination and suspension

19.1 RUC may terminate the Contract at any time and in RUC's sole discretion by giving the Supplier 7 days prior notice.

19.2 RUC may, by notice to the Supplier, immediately terminate the Contract if the Supplier are in breach of the Supplier's obligations under the Contract and:

- (a) such breach is not remedied within 7 days of the receipt of a notice from RUC; or
- (b) if such breach is remedied but repeated, at any time after the receipt of such a notice.

19.3 RUC may terminate the Contract at any time by notice to the Supplier, without prejudice to RUC's rights at law or otherwise, if the Supplier take any action or any steps are taken or legal proceedings commenced for:

- (a) The Supplier's winding up, dissolution, liquidation or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by RUC (which approval will not be unreasonably withheld); or
- (b) the appointment of a controller, administrator, official manager, trustee or similar officer to The Supplier or any of The Supplier's revenues and assets.

19.4 The Supplier may terminate the Contract by notice to RUC if RUC have failed to make a payment in breach of clause, subject to RUC's rights under clause 4.

19.5 Upon receipt of a notice of termination from RUC, or the Supplier terminate by notice to RUC, the Supplier must:

- (a) stop work (except to the extent specified in the notice from RUC);
- (b) take such action as necessary or as RUC direct, for the transfer, protection and preservation of RUC's property; and
- (c) do the Supplier's best to minimise the costs of termination to RUC.

19.6 If the Contract is terminated by RUC in accordance with clause 19.1, RUC will only be liable for the payment for:

- (a) accepted Goods and/or Services performed to the date of termination; and
- (b) extra costs necessarily and reasonably incurred by the Supplier as a result of termination subject to RUC's rights of set off,

and RUC will not be liable for compensation for loss of the Supplier's prospective profits.

19.7 If the Contract is terminated by RUC under clauses 19.2 or 19.3, RUC will only be liable for payment for the Works carried out to the date of termination subject to RUC's right of set off. RUC may employ other persons to complete or perform the Contract. Any cost incurred by RUC in employing other persons to complete or perform the Contract under this clause 19.7 will be a debt due from the Supplier to RUC.

19.8 If the Contract is terminated by RUC under clauses 19.2 or 19.3, the rights of the parties will otherwise be as though RUC terminated the Contract as a result of the Supplier's repudiation.

19.9 Any expiration or termination of the Contract does not affect:

- (a) any rights of the parties which may have accrued before the date of termination; and

- (b) the rights and obligations of the parties under clauses 11, 13, 15 and 20 which survive termination of the Contract.

19.10 The parties' rights under this clause 19 are without prejudice to any other rights or remedies the party may have whether under the Contract or otherwise at Law.

19.11 RUC may, at any time and for any reason by notice to The Supplier, suspend performance of the Supplier's obligations under the Contract.

## 20 Dispute resolution

20.1 If a Dispute arises, the parties must, prior to the initiation of any legal action, use their best efforts in good faith to reach a reasonable and equitable resolution of the Dispute.

20.2 Despite the existence of a Dispute, the parties must continue to perform their respective obligations under the Contract.

## 21 Assignment and sub-contracting

21.1 The Supplier must not assign or novate the Supplier's rights and obligations under the Contract without RUC's prior written consent.

21.2 RUC may assign or novate any or all of RUC's rights and obligations under the Contract.

21.3 The Supplier must not subcontract any of the Supplier's obligations under the Contract without RUC's prior written consent.

21.4 The Supplier must ensure that subcontractors are subject to the same requirements with respect to security, safety and environment as the Supplier are under the Contract. RUC may direct The Supplier to terminate any sub-contract for a breach of any security, safety or environmental requirement of the Contract.

## 22 Other matters

22.1 Part 1F of the *Civil Liability Act 2002 (WA)* is excluded from operation with respect to any dispute, claim, action or any matter whatsoever arising out of or in connection with the Contract.

22.2 If the Supplier is a trustee, the Supplier enter into the Contract personally and in the Supplier's capacity as trustee and have the power to perform the Supplier's obligations under the Contract.

22.3 Any of RUC's rights under the Contract may only be waived by RUC in writing signed by RUC's duly authorised Representative.

22.4 RUC may exercise a right, remedy or power in any way RUC consider appropriate.

22.5 If RUC do not exercise a right, remedy or power at any time, this does not mean that RUC cannot exercise it later.

22.6 To the extent of any inconsistency in the standard to which the Goods are to be supplied or the Services performed, the higher standard will prevail.

22.7 RUC's rights, remedies and powers under the Contract are in addition to any rights, remedies and powers provided at Law.

22.8 If any part of the Contract is illegal, or unenforceable, that part will be severed from the Contract and the balance of the Contract will remain in full force and effect.

## 23 Modern Slavery and Business Ethics

23.1 The Supplier represents and warrants that, having made reasonable enquiries and to the best of the Supplier's knowledge, with respect to or in connection with the subject matter of the Contract:

- (a) neither the Supplier nor any of the Supplier's officers, directors, employees, Related Bodies Corporate, Subcontractors or agents:
  - (i) have engaged in or allowed; and
  - (ii) will not engage in or allow, any conduct which would comprise Modern Slavery or would be a Modern Slavery Law Violation; and
- (b) will otherwise comply with the Modern Slavery Laws.

23.2 The Supplier must at all times comply with the Modern Slavery Laws and any relevant Supplier Code of Conduct as updated from time to time.

#### 24 Sanctions

24.1 The Supplier must not directly or indirectly, use the proceeds of any payment made by RUC, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner, employee, director or subcontractor, to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, is the subject of Sanctions, or in any other manner that will result in a violation by any individual of Sanctions.

24.2 RUC shall not be liable to pay any sums or provide any benefit to the Supplier to the extent that the provision of such services, payment of such sums or provision of such benefit would breach or exposes RUC to any enforcement or other adverse action under sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the Australia, European Union, United Kingdom, South Africa, United States of America or the Nation State in which the Goods or Services are to be provided.

#### 25 Governing law

25.1 The Contract is governed by the laws of Western Australia.

25.2 The parties agree to submit to the exclusive jurisdiction of the courts of Western Australia.

25.3 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not in any way apply to the Contract.

#### 26 Definitions and Interpretation

26.1 In the Contract unless the contrary intention appears:

**Commencement Date** means the date(s) on which the Supplier are to commence the Services as specified in the Order.

**Completion Date** means the date(s) on which the Supplier are to complete the Services as specified in the Order.

**Confidential Information** means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties before, on or after the date of this Contract relating to the business, technology or other affairs of RUC.

**Defects Period** means 24 months commencing on the date of delivery of the Goods, as extended pursuant to the Contract.

**Defective Goods** means Goods which are not in conformity with the Contract.

**Delivery Date** means the date(s) on which the Supplier are to deliver the Goods as specified in the Order.

**Delivery Point** means the place(s) where the Goods are to be delivered as specified in the Order.

**Designated Jurisdiction** means any country, nation state or territory to the extent that such country, nation state or territory itself is the subject of any Sanction.

**Dispute** means any dispute, difference of opinion or disagreement whatsoever between the parties arising under, out of or in connection with the Contract.

**Goods** means the goods or any part of the goods specified in the Order.

**Government Authority** means any national, state, local, regional, territorial or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body, having jurisdiction over the supply of Goods, performance of the Services or RUC.

**GST** has the same meaning as in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

**IP Rights** are all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in Article

2 of the Convention Establishing the World Intellectual Property Organisation 1967.

**Law** means any statute, ordinance, code, law, decree, circular, rule or regulation by any Government Authority, whether currently in force or coming into force on or after the date of the Contract.

**Licences** means all licences, qualifications, registrations and other statutory requirements necessary for the supply of the Goods and/or performance of the Services under the Contract.

**Modern Slavery Law** means:

(a) any Law of the Commonwealth of Australia or any State or Territory of Australia (including any applicable common law, law of equity, any written law, statute or regulation or other instrument made under statute by any Governmental Authority) pertaining to Modern Slavery; and

(b) any Law of a country other than Australia, pertaining to Modern Slavery, which applies to RUC, the Supplier or a Subcontractor from time to time in relation to the Contract.

**Modern Slavery Law Violation** means a situation where the Supplier or a Subcontractor has, in connection with the subject matter of the Contract or a Subcontract (as the case may be), breached any Modern Slavery Law.

**Order** means a direction (or more than one direction) by RUC, in writing, to supply Goods and/or perform Services, which may include amongst other things a description of the Goods and/or Services, the Price, the Commencement Date, the Completion Date, the Terms and a purchase order number.

**RUC's Background IP** means IP Rights owned by or licensed to RUC (including know-how and technical information) which exists prior to the date of the Contract or is developed or acquired by RUC independently of the Contract, and which is made available to the Supplier under or in connection with the Contract, but does not include the Project IP.

**RUC's Material** means any property, information, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions provided to the Supplier by RUC for the purpose of the Contract.

**party or parties** means The Supplier or RUC.

**Personal Information** is any information or an opinion about a natural person that is reasonably identifiable, including personal information as defined in the Privacy Act 1998 (Cth), that The Supplier obtain, generate or disclose in connection with the Contract.

**Price** means the price for the Goods and/or Services as specified in the Order.

**Project IP** means IP Rights discovered or coming into existence as a result of, for the purposes of or in connection with the supply of the Goods or the performance of the Services in accordance with the Contract, but does not include the Consultant Background IP.

**Privacy Law** means:

(a) the Privacy Act 1988 (Cth);

(b) any privacy code approved by the Australian Information Commissioner under the Privacy Act 1988 (Cth); and

(c) any other applicable Laws relating to the handling of Personal Information.

**Related Bodies Corporate** has the meaning given to it by sections 9 and 50 of the *Corporations Act 2001* (Cth).

**Sanctions** means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by Australia, the United Kingdom, South Africa, the United States of America, the United Nations or the Nation State in which the Goods or Services are to be provided.

**Services** mean the services or any part of the services as specified in the Order.

**Site** means the location where the Goods are to be delivered and/or the Services are to be performed.

**Standards** means all industry standards and government regulations applicable to the Goods and/or Services.

**Subcontract** means each contract entered into between The Supplier and a Subcontractor to perform part of the Supplier's obligations under this Contract.

**Subcontractor** means the contractors and suppliers engaged by The Supplier to perform part of The Supplier's obligations under this Contract.

**Supplier Code of Conduct** means RUC's code of conduct for suppliers found on RUC's website.

**Tax Invoice** has the same meaning as in the GST Act.

**Taxes** means all taxes under any Law, including all sales, excise consumption and use taxes including any value added tax, storage taxes, income, profit, fringe benefits, franchise and personal property taxes, payroll and employment taxes, levies, imposts, deductions, charges, withholdings and duties (including stamp, customs and transaction duties), licence and permit fees together with any related interest, penalties, fines and other statutory charges.

**Technical Materials** includes plans, designs, drawings, engineering information, data, specifications, reports, accounts.

**Term** mean term of the agreement as specified in the Order.

**Supplier** means supplier of the Goods and/or Services.

**Supplier's Background IP** means IP Rights owned by or licensed to The Supplier (including know-how and technical information) which exists prior to the date of the Contract, but does not include the Project IP.

**RUC** means RUC Cementation Mining Contractors Pty Ltd

26.2 In the Contract unless the contrary appears:

- (a) the singular includes the plural and vice versa;
- (b) if a period of time is specified and dates from a given day or the day of an actual event, it is to be calculated exclusive of that day;
- (c) a reference to a clause is a reference to a clause in the Contract;
- (d) a reference to a third person or a third party is a reference to a person who is not a party to the Contract;
- (e) a reference to "dollar" or "\$" is a reference to Australian Dollar; and
- (f) the words "including" and "include" are a reference to "including, but not limited to".

26.3 Headings are inserted for convenience only and do not affect the interpretation of the Contract.