

Standard Terms and Conditions of Purchase

1. Supply of Goods and/or Services

- 1.1 In consideration of payment of the Price by the Company, the Supplier must supply to the Company, the Goods and/or perform the Services in accordance with the Agreement (which includes these Standard Terms and Conditions of Purchase).
- 1.2 To the extent the Supplier's own terms and conditions are supplied with the Goods and/or Services (including as printed on consignment notes or other documents or otherwise are intended to apply to the transaction), those terms and conditions will be of no legal effect and will not constitute part of the Agreement unless a duly authorised representative of the Company expressly confirms acceptance of the Supplier's terms and conditions in writing.
- 1.3 The absence of a Purchase Order will not preclude an Agreement from being formed nor shall it preclude these Terms from applying to the Supplier and Company where instead some other form of correspondence amounts to a request from the Company to the Supplier to supply Goods or perform Services. In such circumstances, any reference herein to a "Purchase Order" shall nonetheless apply as though the Company had indeed issued the Supplier a Purchase Order.
- 1.4 Where the Purchase Order relates to Goods and/or Services the subject of an existing contract between the Supplier and the Company, the terms of this Agreement apply and shall prevail in the event of any inconsistency with the terms set out in the previous contract.
- 1.5 In supplying the Goods or performing the Services, the Supplier must:
- (a) not unduly interfere with the Company's activities or the activities of any other person at the Delivery Address;
 - (b) be aware of, comply with and ensure that the Supplier's employees, agents and contractors are aware of and comply with:
 - (i) all applicable Laws;
 - (ii) all site standards, rules and procedures to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Supplier; and
 - (iii) all lawful directions and orders given by the Company's representative or any person authorised by Law to give directions to the Supplier;
 - (c) ensure that the Supplier's employees, agents and contractors entering the Company's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as to not prejudice:
 - (i) safe working practices;
 - (ii) safety and care of property; and
 - (iii) continuity of work; and
 - (d) provide all such information and assistance as the Company reasonably requires in connection with any statutory or HSEC investigation in connection with the supply of the Goods or the performance of the Services; and
 - (e) on request by the Company, provide to the Company and its employees, agents and consultants any information and assistance required to identify, evaluate, implement and report on any matter required by Law, including:
 - (i) producing written reports;

(ii) recommending efficiency opportunities;

(iii) collecting data; and

(iv) monitoring or metering,

in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under the Agreement.

2. Delivery of Goods

- 2.1 The Supplier must deliver the Goods to the Delivery Address and unload the Goods.
- 2.2 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.
- 2.3 Packages must be accompanied by a delivery note specifying the Purchase Order number, item number, destination, contents, quality and date.

3. Time for Performance

- 3.1 The Supplier must complete the delivery of the Goods to the Delivery Address or complete the performance of the Services by the Date for Completion.
- 3.2 In the absence of a Date for Completion, unless expressly agreed in writing by the Company, time shall be strictly of the essence in relation to supply of Goods or performance of Services by the Supplier.

4. Title and Risk in Goods

- 4.1 Risk in Goods shall pass to the Company when the Goods are delivered to and unloaded at the Delivery Address.
- 4.2 Title in Goods shall pass to the Company upon the partial or full payment of the Price by the Company for such Goods.
- 4.3 Notwithstanding that title in the Goods has or has not yet passed to the Company, the Company and the Supplier agree:
 - (a) a partial payment of the Goods shall give rise to a Security Interest in the Goods; and
 - (b) the Company may register a Security Interest under the PPSA in respect of the Goods to be supplied and the Supplier agrees to do all things reasonably required to assist the Company to effect such registration.
- 4.4 Neither party may disclose information of the kind referred to in section 275(1) of the PPSA, and this clause shall be taken to constitute a confidentiality agreement within the meaning of section 275(6) of the PPSA. Each party waives any right it may have, or save for this clause, may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of information of the kind referred to in section 275(1) of the PPSA.

5. Price

- 5.1 Subject to the requirements of clause 7, the Company must pay the Supplier the Price for the Goods supplied and/or Services rendered.
- 5.2 The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance, delivery of the Goods and the cost of any items used or supplied in the performance of the Services.
- 5.3 The Price cannot be varied unless mutually agreed by the parties in writing.

- 5.4 The Price is inclusive of all taxes and duties, except GST.
- 6. GST**
- 6.1 If GST is imposed on any supply made by the Supplier under or in connection with this Purchase Order, the Supplier may recover from the Company, in addition to the Price, an amount equal to the GST payable in respect of that Supply.
- 6.2 The Supplier must first provide the Company with a valid tax invoice (in accordance with the requirements set out in clause 7.2) before the Company will pay the GST amount to the Supplier.
- 7. Invoicing/Payment**
- 7.1 Upon delivery of the Goods and/or completion of the Services, the Supplier must provide to the Company a valid tax invoice which must include the information set out in clause 7.2.
- 7.2 The Supplier's tax invoice must include the following details:
- (a) the Supplier's ABN;
 - (b) a reference to the applicable Purchase Order;
 - (c) a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services in respect of which the invoice relates and the relevant quantity (as applicable);
 - (d) an individual payment reference number for the Company to quote with remittance of payment;
 - (e) the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order; and
 - (f) the amount of any applicable GST.
- 7.3 The Company will pay all tax invoices that comply with clause 7.2 within sixty (60) days from the end of the month in which the Supplier's invoice is received, except where the Company disputes the invoice, in which case:
- (a) the Company may withhold payment of the disputed amount pending resolution of the dispute; and
 - (b) if the resolution of the dispute determines that the Company must pay an amount to the Supplier, the Company must pay that amount upon resolution of that dispute.
- 7.4 The Company may reduce any payment due to the Supplier under this Agreement by any amount which the Supplier must pay the Company, including costs, charges, damages and expenses and any debts owed by the Supplier to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.
- 8. Quality**
- 8.1 The Goods and/or Services must match the description referred to in the Purchase Order.
- 8.2 If the Supplier gave the Company a sample of the Goods or a demonstration of the Services, the Goods must be of the same nature and quality as the sample given, and the Services must match those demonstrated.
- 8.3 The Goods and/or Services must be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose the Company expressly specifies in the Purchase Order.
- 8.4 The Goods must be of merchantable quality, safe and free from defects, acceptable in appearance and finish, must do all things that the Goods are ordinarily used for, and unless otherwise specified in the Purchase Order, the Goods must be new.
- 8.5 Where required by law, Goods shall comply with applicable Australian Standards and/or building codes and regulations.
- 9. Warranty Period**
- 9.1 If, during the Warranty Period, any of the Goods or Services are found to be Defective, the Company may, at its discretion:
- (a) return the Defective Goods to the Supplier;
 - (b) reject the Defectives Services;
 - (c) repair or make good the Defective Goods; or
 - (d) re-perform or make good the Defective Services.
- 9.2 The Supplier must, as reasonably appropriate in the circumstances:
- (a) repair or replace the Defective Goods;
 - (b) re-perform or make good the Defective Services;
 - (c) reimburse the Company for any direct expenses incurred in repairing, re-performing or making good (as the case may be) any Defective Goods or Services should the Supplier decline or fail in its obligations to do so; or
 - (d) if the Defective Goods or Services are incapable of being remedied or unable to be resupplied or performed, reimburse the Company for the full value of the Defective Goods and/or Services.
- 9.3 The provisions relating to any Warranty Period or Defective Goods and/or Services specified under this Agreement shall be in addition to (and without limiting) any conditions or warranty expressed or implied by statute or common law or otherwise, and where any legislation (or common law) implies in the Agreement any condition, term, guarantee or warranty (**Mandatory Warranty**), including without limitation, warranties in respect of quality, fitness for purpose and so forth, and those Mandatory Warranties shall be deemed to be included in the Agreement.
- 10. Confidentiality**
- 10.1 Each party must not, and must ensure that its employees, agents and contractors do not, divulge to third parties any information relating to the Goods and/or Services (including Intellectual Property), the other party, or the supply to the Company by the Supplier, without the express prior written consent of the other party, unless and until such information is within the public domain (other than by a breach of this clause) or otherwise is required to be disclosed by the disclosing party for the purposes of either party obtaining legal or financial advice.
- 10.2 Each party shall indemnify the other and keep the other party indemnified from and against all liabilities, losses, damages, actions, suits, proceedings, claims, costs (including legal costs) and expenses arising from any breach of clause 10.1 by the indemnifying party whatsoever.
- 11. Intellectual Property**
- 11.1 The specifications, drawings, technical instructions or any other documentation whatsoever issued to the Supplier by the Company during tendering and at the time of establishing this Agreement will remain the exclusive property of the Company and are to be kept strictly confidential.

- 11.2 The Supplier warrants that:
- (a) the Goods supplied and/or Services performed by the Supplier will not infringe any intellectual property rights of any third party; and
 - (b) the Goods supplied and/or Services performed are not subject to any intellectual property rights of any third party that in any way restrict the rights of the Company or its clients to use or sell the same.
- 11.3 The Supplier agrees that title in all present and future intellectual property created, discovered or coming into existence as a result of, for the purposes of or in connection with the supply of the Goods and/or performance of the Services pursuant to this Agreement (other than any improvements, modifications or additions to any pre-existing Supplier intellectual property) shall vest exclusively in the Company upon its creation (**Company IP**).
- 11.4 The Company acknowledges that the Supplier remains the owner of all intellectual property created, discovered or coming into existence other than as a result of, for the purposes of or in connection with the supply of the Goods and/or performance of the Services pursuant to this Agreement (**Supplier IP**).
- 11.5 The Supplier grants the Company a non-exclusive, royalty free licence to use all Supplier IP to the extent necessary to enable the Company to exercise its rights in the Company IP under the Agreement.
- 12. Indemnity**
- The Supplier will indemnify the Company, its related corporate entities, directors, officers, employees, agents, consultants or contractors and keep the Company indemnified from and against all liabilities, losses, damages, actions, suits, proceedings, claims, costs and expenses arising from or in connection with the:
- (a) injury to (including illness or disability), or death, of any persons; and
 - (b) loss or destruction of, damage to, or loss of use of any property, caused or contributed to by the act or omission of the Supplier or its directors, officers, employees, agents or contractors or by any breach of this Agreement by the Supplier (including any breach of a warranty), except to the extent and the proportion that the injury, death, loss or damage was caused or contributed to by the wilful default or unlawful or negligent act or omission of the Company.
- 13. Force Majeure**
- 13.1 A party will not be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than an obligation to pay money) by reason of a Force Majeure event, providing that as soon as reasonably practicable after the beginning of the Force Majeure event the affected party gives notice to the other party in accordance with clause 13.3.
- 13.2 This Agreement and any affected Purchase orders will be suspended in the event of Force Majeure and the suspension shall continue for the same period of the Force Majeure event, provided that each parties' respective obligations contained in this clause 13 are complied with.
- 13.3 A notice given under clause 13.1 must:
- (a) specify the obligations the affected party cannot perform;
 - (b) fully describe the event of Force Majeure;
 - (c) estimate the time during which the Force Majeure is anticipated to continue; and
 - (d) specify the measures proposed to be adopted to remedy or abate the Force Majeure.
- 13.4 Any amendment to the Date for Completion is the Supplier's sole remedy for any delays resulting from a Force Majeure event (where the Supplier is the affected party), and the Supplier shall not be entitled to any increase in the Price or any damages, costs or expenses in connection with the Force Majeure event.
- 13.5 Notwithstanding the above, where the Supplier claims it is delayed by reason of a Force Majeure event, the Company may within reasonable discretion elect not to extend the Date for Completion, including but not limited to circumstances where the Company has contractual obligations requiring the prompt delivery of Goods or performance of Services by a certain date which cannot be extended. Where the Company elects not to extend the Date for Completion, it will notify the Supplier of such decision in writing within a reasonable period following receipt of the Supplier's notice pursuant to clauses 13.1 and 13.3. In such circumstances, should the Supplier be unable to meet to Date for Completion, the Company shall be empowered to cancel the applicable supply of Goods or performance of Services affected by the Force Majeure event by way of written notice to the Supplier, and the Company shall not be liable to the Supplier for the Price of the affected Goods and/or Services.
- 13.6 Notwithstanding this clause 13, should an event of Force Majeure result in a delay of thirty (30) consecutive days or more concerning the delivery of Goods or performance of Services, the Company shall be entitled to withdraw and terminate the affected Purchase Order, by seven (7) days' written notice to the Supplier.
- 14. Breach and Termination**
- 14.1 The Company may terminate a Purchase Order or this Agreement:
- (a) in its absolute discretion by giving the Supplier seven (7) days' written notice; or
 - (b) in the event the Supplier is in material default of any of the terms of this Agreement for any reason (including insolvency), by written notice with immediate effect where the default:
 - (i) is not capable of remedy; or
 - (ii) is capable of remedy and the Supplier fails to remedy such default, within fourteen (14) days of a written notice from the Company directing the Company to remedy the default, or within such other time frame as the Company may agree to (at its absolute discretion), which shall not be less than fourteen (14) days.
- 14.2 In the event that the Company terminates a Purchase Order or this Agreement, then subject to any other rights of the Company under this Agreement, the Company must:
- (a) pay for any unpaid Goods delivered or Services provided by the Supplier in accordance with this Agreement prior to and including the date of termination;
 - (b) reimburse the Supplier for the cost of materials the Supplier reasonably ordered prior to the date of notice of termination for the purpose of providing the Goods and/ or performing the Services, and which the Supplier is legally liable to accept and cannot otherwise utilise, but only when the materials are delivered to the Delivery Address and become the Company's property upon payment; and
 - (c) reimburse the Supplier for any other costs that the Supplier actually and reasonably incurred prior to the date of termination in the expectation of providing the Goods and/or performing the

Services, and which costs were not included in any previous payment by the Company,

and the Supplier shall not otherwise be entitled to any other amounts or compensation whether by way of damages, profit, loss or expense, including without limitation anticipated profits, incurred as a result of a termination of the Purchase Order or this Agreement under clause 14.1 (or clauses 13.5 or 13.6).

14.3 Notwithstanding any other clause of this Agreement, if the Company terminates the Purchase Order pursuant to clause 14.1(b), the provisions of clause 14.2(b) and (c) shall not apply.

15. Insurances

15.1 The Supplier must at all times for the duration of the Agreement effect and maintain the following insurances:

(a) public and product liability insurance for at least \$20,000,000.00 for any one event and unlimited in the aggregate and products liability insurance for at least \$20,000,000.00 for any one event and in the aggregate, for liability to any third party arising out or as a consequence of the supply of Goods or performance of Services by the Supplier (including in respect of rectification of Defects or third party claims);

(b) where the Purchase Order provides for the provision of professional services (such as design services), professional indemnity insurance for at least \$10,000,000.00 for any one claim and \$20,000,000 in the annual in the aggregate. Such insurance shall be maintained for a minimum period of seven (7) years following either completion of the work or termination of this Agreement, whichever shall first occur;

(c) workers' compensation insurance as required by Law;

(d) if required, Marine Transit Insurance must be taken out and maintained in relation to the Goods, by the Supplier, and for the minimum coverage amount, being the 100% value of the Price;

(e) insurances covering the Supplier's motor vehicles and industrial plant and equipment, which:

(i) provides cover against loss or damage for replacement value; and

(ii) has a limit of at least \$30,000,000 for loss or damage to property and death or injury to any person; and

(iii) contains a waiver of subrogation in favour of the Company; and

(f) any other insurances required by Law.

15.2 When requested by the Company, the Supplier must promptly provide copies of certificates of currency of the above insurances setting out the class of insurance, name of insurer and the name of the insured, the policy period, the applicable policy limits and sub-limits, geographic scope of cover, the insured business activities, and any key policy exclusions or conditions.

15.3 The required insurances shall be required to be maintained for the duration of the work and any subsequent period that is designated any all premiums paid. The Company may at any time seek proof of the currency of such insurances and that insurance premiums have been paid.

15.4 Each insurer should be an APRA (Australian Prudential Regulation Authority) insurer and with a Standard and Poor's or equivalent claims payment rating of A- or greater.

16. Limitation of Liability

16.1 Despite any other provision of this Agreement but subject to clauses 16.2 and 16.3, and to the maximum extent permitted by Law, a party's overall liability to the other:

(a) under, or arising out of, or in connection with this Agreement;

(b) at law or in equity, including:

(i) by statute to the extent permitted by law; or

(ii) in tort for negligence or otherwise; or

(c) on any other basis whatsoever,

shall not exceed the full value of the contract Price.

16.2 Notwithstanding any other clause of this Agreement, but subject always to clause 16.3, neither party shall be in any way liable to the other party for Consequential Loss.

16.3 The Supplier's limitations of liability at clauses 16.1 and 16.2 shall not apply to the extent that any cost, loss, damage, expense, claim, action, proceeding or liability was caused or contributed to by the Supplier, its directors, employees or contractors in respect of:

(a) a breach of a Warranty or a Mandatory Warranty;

(b) misleading and deceptive conduct;

(c) the death of or injury to any person, or loss or damage to any property;

(d) any criminal acts, wilful misconduct or fraud;

(e) the conduct of the Supplier which is repudiatory of the Agreement as a whole;

(f) liability which, by law, the Supplier cannot contract out of;

(g) a breach of confidentiality or intellectual property, and

the limitations of liability of the Supplier under the above-mentioned clauses shall further not apply in respect of any losses, damages, costs, expenses or liabilities which are:

(i) covered by a policy of insurance under which the Supplier is an insured and which it is required to effect under this Agreement; or

(ii) would have been covered by a policy of insurance had the Supplier complied with its insurance obligations under this Agreement; or

(iii) which, but for an act or omission of the Supplier (including in respect of its disclosure obligations to any insurer), would have been covered by a policy of insurance under which the Supplier is an insured which it is required to effect under this Agreement.

17. Dispute Resolution

17.1 The parties agree that all disputes relating to or arising out of this Agreement must be resolved in accordance with this clause 17.

17.2 If a dispute arises then either party may give notice to the other party that must:

(a) be in writing;

(b) state that it is a notice under this clause 17.2; and

(c) include or be accompanied by reasonable particulars of the dispute.

- 17.3 If a notice is given under clause 17.2, then a senior management representative or equivalent of each of the parties (who must be capable of binding each party) must meet within five (5) Business Days of receipt of the notice under clause 17.2 (or such other time as the parties may agree) and use reasonable endeavours acting in good faith to resolve the dispute.
- 17.4 If the dispute is not resolved by the senior management representatives within the period referred to in clause 17.3, the dispute must be referred to mediation.
- 17.5 If a dispute is not resolved at mediation, either party may commence proceedings for the resolution of the dispute. The parties shall be barred from commencing proceedings where the mediation requirement in clause 17.4 is not complied with, except where the dispute in question concerns non-payment of monies owing.
- 17.6 Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Agreement.

18. Compliance with laws

The Parties must at all times comply with all applicable laws relating to anti-bribery, improper payments, anti-money laundering, and modern slavery, including but not limited to the *Criminal Code Act 1995* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2007* (Cth), and the *Modern Slavery Act 2018* (Cth).

19. Survival

Clauses 8, 9, 10, 11, 12, 14, 15, 16, 17 and 18 survive the termination of this Agreement.

20. Jurisdiction

This Agreement shall be governed by and must be construed in accordance with the laws applying in the state of New South Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of the state of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Contract.

21. Definitions

“**Agreement**” means this agreement, comprising:

- (a) the Purchase Order or any other document captured by clause 1.3;
- (b) these Standard Terms and Conditions of Purchase; and
- (c) any attachments or annexures specifically referred to in the Purchase Order (or any other document captured by clause 1.3).

“**Company**” means ARA Fire Protection Services Pty Ltd ABN 19 002 051 041 or any related entity or subsidiary named in any correspondence relevant to the Agreement, including but not limited to, Austratronics Pty Limited ABN 41 072 183 094 trading as Wheeler Industries, ARA Marine Pty Ltd ABN 32 003 437 527, Fire Suppression Services Pty Ltd ABN 65 120 210 424 and Oceanlink Marine Services Pty Ltd ABN 78 622 161 979.

“**Consequential Loss**” means:

- (a) exemplary, punitive, aggravated or nominal damages;
- (b) loss of opportunity;
- (c) loss of revenue, profit, or anticipated profit;

- (d) loss of contract;
- (e) loss of goodwill;
- (f) loss arising from business interruption; and
- (g) any loss that is not within the reasonable contemplation of the Supplier and Company at the time of formation of the Agreement as the probable result of a breach of the Agreement or any relevant matter,

whether present or future, fixed or unascertained, actual or contingent.

“**Date for Completion**” means the date specified on the Purchase Order by which the Goods are to be delivered to the Delivery Address or the Services are to be completed.

“**Defective**” means Goods and/or Services (or any aspect of them) which are not in accordance with the Purchase Order or which are damaged, deficient, faulty, inadequate or incomplete, or do not meet the minimum Australian Standards, Building Code(s) and/or quality standards applicable to such Goods or Services (including as required by the Company or any third party intended as the ‘end user’ or recipient of Goods or Services).

“**Delivery Address**” means the place for delivery specified on the Purchase Order or communicated to the Supplier by the Company as the address for delivery.

“**Force Majeure**” means any event or circumstance (or combination of events and circumstances) which:

- (a) is beyond the control of the party affected by that event or circumstance or both which could not reasonably have been foreseen at the time of entering into this Agreement and which could not reasonably have been provided against or prevented by the party affected, including but not limited to; an act of God, war declared or undeclared, blockage, revolution, riot, insurrection, civil commotion, sabotage, lightning, fire, earthquake, storm or flood on the site, plague, pandemic, epidemic, lockdown or quarantine, explosion, governmental or governmental agency restraint, expropriation, prohibition, intervention or embargo; and
- (b) causes delay in, or prevent of, the performance by the affected party of any of its obligations under the Agreement; and
- (c) cannot be prevented, overcome or remedied by the exercise by the affected party of a standard of care and diligence consistent with that of a prudent and competent company,

including a strike or industrial dispute which:

- (d) has national or state-wide application and is not confined to the Supplier’s workforce;
 - (e) affects the execution of the Services at the site; and
 - (f) lasts for more than seven (7) consecutive days,
- but does not include,
- (g) other industrial-related disputes including strikes, lockouts, industrial difficulties, labour difficulties, work bans, blockades or picketing;
 - (h) wet or otherwise inclement weather not connected to a named cyclone;
 - (i) lack of or inability to use funds for any reason;

- (j) any occurrence which results from the wrongful omission of the affected party or the failure by the affected party to act in a prudent and proper manner and in accordance with good and accepted industry practices;
- (k) any failure by the affected party to reach agreement with any third party necessary to enable the affected party to perform its obligations under this Agreement;
- (l) an event or circumstances, where the event or circumstances or its effects on the affected party or the resulting inability of the affected party to perform its obligations could have been prevented, overcome or remedied by the exercised by the affected party of the standard of care and diligence consistent with that of a reasonable and prudent operator; or
- (m) breakdown of any plant or equipment.

“**Goods**” means the goods, if any, described on the Purchase Order.

“**GST**” has the same meaning given to that term under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“**HSEC**” means health, safety, environment and community.

“**Law**” means:

- (a) Commonwealth, State and local government legislation, including regulations, by-laws, orders, awards and proclamations;
- (b) common law and equity;
- (c) authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- (d) guidelines of authorities with which the Supplier is legally required to comply.

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

“**Price**” means the price set out in the Purchase Order which is exclusive of GST but is inclusive of all other costs and charges.

“**Purchase Order**” means the purchase order for Goods and/or Services issued by the Company to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services.

“**Security Interest**” has the meaning given to it in the PPSA.

“**Services**” means the services, if any, described on the Purchase Order.

“**Supplier**” means the party identified as such in the Purchase Order.

“**Warranty Period**” means the period of twenty-four (24) months commencing on the date of delivery of the Goods and/or eighteen (18) months from the date on which the Service is performed.