

1. CONTRACT

- 1.1 LGM Industries Pty Ltd (we, us, our) and the Supplier (you, your, yours) agree that you will supply the Goods and/or the Services to us on these Terms and Conditions, in return for the Price.
- 1.2 The Purchase Order that we issue to you together with these Terms and Conditions form the Contract between you and us.
- 1.3 You agree to be bound by the Contract on the first of the following:
- you commence supplying the Goods and/or Services;
 - you accept the Purchase Order, verbally or in writing; or
 - you submit a payment claim to us.
- 1.4 The Purchase Order prevails over these Terms and Conditions.
- 1.5 In entering the Contract, we make no guarantee as to the quantity, quality, regularity or profitability of the Goods and/or Services that we may engage you to supply.
- 1.6 If you supply terms and conditions with any quotation, payment claim or communication, or by reference to any website, or with the Goods or Services (including consignment notes), those terms and conditions will not constitute part of the Contract (even if we or our representative signs and/or annexes those terms and conditions to the Purchase Order).

2. PERFORMANCE

- 2.1 You must ensure that any Goods and/or Services:
- are manufactured, supplied and/or carried out to a high standard in accordance with industry best practice;
 - comply with the Specification, all relevant Legislative Requirements, building codes and Australian Standards;
 - are accompanied on delivery by all quality documentation, operations manuals and third-party warranties; and
 - are supplied in accordance with any directions given by us to you.
- 2.2 You must supply the Goods and/or Services at the Site, the Delivery Address or any other location specified by us, by the Delivery Date.
- 2.3 Time is of the essence in relation to the Contract.
- 2.4 You must obtain in your name all permits, registrations and licences necessary for you to perform the Contract.
- 2.5 You must, when supplying the Goods and/or Services
- ensure that you or your Personnel are available to deliver the Services on a full-time basis from the date of issue of the Purchase Order until the completion of the Services;
 - not interfere with our activities or those of our client, other contractors or any third party at the Site; and
 - comply with, and ensure that your Personnel comply with, all directions and orders given by or on behalf of us.
- 2.6 We are entitled to reject any Goods and/or Services that do not comply with the requirements of the Contract.
- 2.7 You must notify us of any event that may lead to an actual or potential delay in the supply of the Goods and/or Services and its cause within 3 days of the occurrence of the event.
- 2.8 You must not vary the Goods and/or Services without a written direction from us.

3. DESIGN SERVICES

- 3.1 This clause 3 applies to the extent the Services include design services.
- 3.2 You must carry out design Services such that:
- relevant Goods and/or Services incorporating the design Services can be installed or performed in accordance with the Contract; and
 - the design Services and any works that incorporate the design Services are fit for their intended purposes.
- 3.3 You warrant that:
- you have checked and carefully considered the design Services and that your design documents comply with all applicable Legislative Requirements and will be adequate and suitable for the supply of the Goods and/or Services; and
 - upon delivery or installation, the Goods and/or Services will be fit for their intended purposes and operate and function in accordance with the requirements of the Contract, including any performance criteria set out in the Contract.
- 3.4 The warranties given in the Contract remain unaffected notwithstanding that you are required to adopt a design which is incorporated into the Services.
- 3.5 You must:
- give us for review:
 - each design document as it is completed;
 - successive drafts of all required design documentation in accordance with any program or Delivery Date notified by us; and
 - the number of copies directed by us of all required documentation, in the format directed by us;
 - provide to us operations manuals, instructions, and other engineering data within sufficient time to enable commissioning and placing into operation of plant, machinery or equipment immediately after its erection or installation has been performed, in the timeframe directed by us;
 - not take any further steps in relation to any documentation which you have submitted to us for review until we have approved the documentation; and
 - if we reject any documentation, submit amended documentation

- to us for review, in which case this clause 3.5 will reapply.
- 3.6 We do not assume any responsibility or duty of care to you to review, or in reviewing, the documentation for ambiguities or compliance with the Contract.
- 3.7 No review of, comments upon, approval or rejection of, or failure to review or comment upon or approve or reject, any documentation prepared by you, or any other direction given by us about the documentation will:
- relieve you from, or alter or affect, your liabilities or responsibilities whether arising out of or in connection with the Contract or otherwise according to law; or
 - prejudice our rights against you whether arising out of or in connection with the Contract or otherwise according to law.

4. HIRE EQUIPMENT

- 4.1 You warrant that you have the right to Hire the Hire Equipment to us in accordance with this Contract.
- 4.2 Risk in the Hire Equipment passes to us:
- if the Purchase Order provides that we will collect the Hire Equipment, at the time that we remove the Hire Equipment from the Collection Location; or
 - if the Purchase Order provides that you will deliver the Hire Equipment to Site or to the Delivery Address, at the time that the Hire Equipment is delivered to the Site or the Delivery Address and accepted by us.
- 4.3 Risk in the Hire Equipment reverts to you:
- if the Purchase Order provides that we will return the Hire Equipment, at the time the Hire Equipment is returned to the Collection Location by us; or
 - if the Purchase Order provides that you will collect the Hire Equipment from us, the time that you arrive at the Site or the Delivery Address to collect the Hire Equipment.
- 4.4 You must provide us with all relevant information and records to enable the safe and proper use of the Hire Equipment, including all operating procedures, manuals, risk assessments and manufacturer's instructions required for the safe operation and maintenance of the Hire Equipment (**Hire Information**).
- 4.5 If any Hire Information has not been provided by you to us because you do not possess or have access to the Hire Information, we may elect in our discretion to take delivery of the Hire Equipment without the Hire Information or to terminate the Purchase Order with immediate effect.
- 4.6 You must ensure that at the time of collection or delivery of the Hire Equipment, the Hire Equipment:
- meets the Specification;
 - is fit for the purpose for which such Hire Equipment is ordinarily used, safe to use (including mechanically, electrically, hydraulically and structurally safe), in good repair and operating condition;
 - is clean and undamaged;
 - has been properly serviced and maintained in accordance with good industry practice and manufacturer's recommendations;
 - is complete in all respects and includes everything necessary to operate properly in accordance with any manufacturer's specifications or other applicable standards; and
 - is free from any charges or encumbrances which could prevent or affect its use by us in accordance with this contract.
- 4.7 Prior to the collection or delivery of the Hire Equipment, we must undertake a joint inspection of the Hire Equipment (**Pre-delivery Inspection**) and each sign a written report that records the condition of the Hire Equipment.
- 4.8 If the Pre-delivery Inspection discloses that the condition of the Hire Equipment does not comply with this Contract, we may elect not to take delivery of the Hire Equipment, in which case no Price will be payable by us and the Contract will automatically terminate.
- 4.9 If the Purchase Order states that we are responsible for the Minor Servicing, we will carry out the Minor Servicing of the Equipment in accordance with the any agreed maintenance program, and in the absence of an agreed program, in accordance with good industry practice.
- 4.10 If the Purchase Order states that you are responsible for the Minor Servicing, you must at all times and at your expense carry out the Minor Servicing so as to keep the Hire Equipment in good condition and working order as evidenced by the Pre-delivery Inspection Report (fair wear and tear and any other exceptions in the Purchase Order excepted).
- 4.11 You must promptly carry out the following servicing tasks:
- all maintenance and servicing that is not Minor Servicing; and
 - replacement of major components, required to keep the Hire Equipment in good condition and working order for the duration of the Term.
- 4.12 You must allow us to inspect any maintenance and servicing records, logbooks or other documents evidencing the condition and servicing of the Hire Equipment.
- 4.13 Unless caused by any wrongful act or omission by us, if the Hire Equipment is damaged or rendered non-operational or cannot be used or operated for its intended purpose, we may give a written notice to you:

- (a) requiring you to repair the Hire Equipment in which case you must immediately repair the Hire Equipment at your cost and provide us with temporary replacement equipment which complies with the requirements of this Contract until such time as the Hire Equipment is fully repaired;
- (b) requiring you to supply replacement equipment that is at least capable of satisfying the requirements of this Contract in which case you must supply the replacement equipment at your cost as soon as practicable and we will continue to pay you the Price; or
- (c) terminating the Contract with immediate effect in which case you must arrange for the prompt collection of the Equipment from the Site or Delivery Address at your cost.
- 4.14 Notwithstanding any other provision of this Contract, we are not obliged to pay any part of the Price for the period from the time the Hire Equipment is damaged or becomes non-operational (unless caused by any wrongful act or omission by us) until the Hire Equipment has been repaired or replaced and is operational and available on the Site and ready for use by us.
- 4.15 We agree that we will:
- (a) notify you as soon as practicable of the full circumstances of any mechanical breakdown or accident involving the Hire Equipment.
- (b) not alter, dismantle or make additions to or otherwise interfere with the Hire Equipment;
- (c) assign, sell, transfer, sub-lease, dispose of, or permit any person to acquire any rights or interests in respect of the Hire Equipment.
- (d) If any items of the Hire Equipment are lost, damaged beyond reasonable repair or destroyed for any reason including as a result of any negligent or otherwise wrongful act or omission by us during the Hire (and reduced to the extent the loss or damage is caused or contributed to by you), our liability to you is limited in all circumstances to the lesser of:
- (i) the reasonable direct costs actually incurred by you replacing the relevant item of Hire Equipment with equipment of the same or similar nature, age and condition; or
- (ii) at our sole discretion, our replacement of the relevant item of Hire Equipment with equipment of the same or similar nature, age and condition,
- and you hereby release and hold us harmless from all other Loss connected with the Hire howsoever arising.
- 4.16 The costs of any Hire Equipment licensing such as road registration are your responsibility. If any inspections are required pursuant to any licensing requirements, we will on reasonable notice make the Hire Equipment available for such inspections.
- 4.17 Subject to clause 5.16, we will obtain and bear the costs of any permits and/or licences required by law or any authority in connection with the use and operation of the Hire Equipment at the Site.
- 5. LABOUR HIRE**
- 5.1 If the Purchase Order states that the Services include the provision of Labour Hire Services, you must provide Temporary Workers to perform Assignments and supply the Temporary Worker with appropriate tools and personal protective equipment.
- 5.2 By the end of each working day of an Assignment, you must ensure that each Temporary Worker submits a timesheet for our approval and signature, verifying the number of hours worked by the Temporary Worker during that day.
- 5.3 Prior to the commencement of any Assignment and at such regular intervals during the Assignment as we request, you must:
- (a) give notice to us of the Temporary Worker's identity, relevant experience, training, qualifications and any authorisation required by law or a professional body of the Temporary Worker so that we can determine the suitability of the Temporary Worker for the required Assignment, in our absolute discretion; and
- (b) ensure that the Temporary Worker submits to medical examinations as required in connection with the Assignment (including alcohol and other drug screening) to demonstrate suitability and fitness for work.
- 5.4 You agree that you must:
- (a) employ Temporary Workers under an employment contract that complies with all applicable Legislative Requirements;
- (b) ensure that your employees and agents comply with all applicable Legislative Requirements;
- (c) ensure that the Temporary Worker complies with all relevant WHSE Requirements;
- (d) ensure that you do not do or omit to do anything that would cause us to be in breach of Legislative Requirements or any enterprise agreement or industrial instrument; and
- (e) pay and administer all employment costs of the Temporary Worker, including wages, benefits, payroll tax, superannuation, PAYG income tax, other relevant entitlements and deductions applicable to the Temporary Worker and all associated costs in accordance with any employment contract between you and the Temporary Worker.
- 5.5 You are liable for, indemnify and will keep us indemnified against all Loss, and hereby release us from any claim, action, suit, proceeding or demand, arising directly or indirectly out of or otherwise connected with the death of or personal injury to, any Temporary Worker except to the extent caused or contributed to by any wrongful act or omission by us.
- 5.6 You agree and acknowledge that Temporary Workers undertake Assignments on a contract-hire basis. They are at all times your employees and are deemed to be under our supervision and direction only for the duration of the Assignment. Nothing in this Contract implies an employer and employee relationship between us and the Temporary Worker.
- 5.7 If your acts or omissions or the acts or omissions of your employees or agents in connection with this clause 6 place us in breach of Legislative Requirements or cause us to incur any cost or Loss, you indemnify, defend and hold us harmless from and against all costs and Losses arising by reason of that act or omission.
- 5.8 If, in our opinion, the Temporary Worker is or becomes unsuitable for the Assignment for any reason, we may suspend the Assignment of the Temporary Worker and you must provide us with an alternative Temporary Worker of equivalent skill as soon as practicable.
- 5.9 Notwithstanding the provisions of clause 10, we may terminate any Assignment immediately by notice in writing:
- (a) if we consider (in our absolute discretion) the standards of workmanship or the conduct of the Temporary Worker are unsatisfactory; or
- (b) in the event of misconduct by the Temporary Worker.
- 6. PRICE AND PAYMENT**
- 6.1 The price for the Goods and/or Services is as stated in the Purchase Order (**Price**).
- 6.2 The Price excludes GST but includes any other applicable taxes, customs, excise and import duties, tariffs, fees, levies, charges, costs or expenses that you incur in connection with the Contract, including transport, packing and insurance costs.
- 6.3 The Price is fixed and firm, and not subject to adjustment due to rise and fall, currency fluctuation, escalation in equipment, material or labour costs or any other reason.
- 6.4 You must submit a tax invoice to us within 7 days of the end of the month in which the Goods and/or Services are supplied.
- 6.5 Each tax invoice must comply with the following:
- (a) state the Purchase Order number and correct date;
- (b) be emailed to: admin@lgmindustries.com.au;
- (c) describe the Goods and/or Services supplied, including quantities; and
- (d) be supported by relevant records.
- 6.6 If we request additional relevant records to verify the amount claimed, you must provide those records within 48 hours of the request.
- 6.7 You will not be entitled to payment under this Contract until you have:
- (a) supplied the Goods and/or Services in accordance with the Contract; and
- (b) complied with all other obligations under the Contract including providing insurance under clause 12, quality documentation, warranties and manuals.
- 6.8 If you submit an invoice:
- (a) earlier than the time stated in clause 7.4, it will be deemed to have been submitted at the stated time for submission;
- (b) later than the time stated in clause 7.4, the invoice will be deemed to have been submitted the following month.
- 6.9 If we dispute the amount claimed for payment, within 15 Business Days of receiving the payment claim, we will:
- (a) determine the amount payable;
- (b) provide a payment schedule, explaining the reasons for any difference from the amount claimed; and
- (c) pay any undisputed amounts in accordance with clause 7.12.
- 6.10 Without limiting clause 7.9, we may issue a revised payment schedule at any time correcting or modifying a previous payment schedule, including as a result of the provision of information under clause 7.6.
- 6.11 We may deduct from or set off against any monies which may be, or become, payable to you any costs, expenses or damages due from you to us, or which we have incurred or consider we might incur, whether under this Contract, any other agreement or otherwise at law.
- 6.12 Subject to your compliance with this clause 3 and subject to any right of set off under the Contract, we will pay the amount determined as payable within 45 days of the end of the month in which the payment claim was submitted.
- 6.13 We will not pay interest on any overdue amount unless required by Legislative Requirements.
- 6.14 Payment by us of all or any part of a payment claim is on account only and is not approval of the Goods and/or Services.
- 7. WARRANTIES**
- 7.1 You represent and warrant that:
- (a) the Goods and/or Services will comply strictly with the Specification and all Legislative Requirements;
- (b) the Goods are manufactured from new materials and are of merchantable quality;
- (c) the Goods and/or Services are free from all Defects;
- (d) you will, and will ensure your Personnel will, exercise the standards of diligence, due care and skill normally exercised by a prudent, qualified and competent supplier supplying equivalent goods or services;
- (e) the Goods and/or Services are fit for their intended purpose;
- (f) all Personnel are appropriately qualified, competent and skilled to perform the part of the Services for which they are engaged;
- (g) any equipment used by you to deliver the Services is in safe

- working condition, complies with all Legislative Requirements and will be operated by suitably qualified, licensed and accredited Personnel.
- 7.2 You must, at your cost, immediately rectify or replace (at our discretion) any Defective Goods or Services notified by us to you during the Defects Liability Period.
- 7.3 If you do not rectify or replace the Defective Goods or Services immediately or if we consider that we need to rectify or replace Defective Goods and/or Services then we may do so or engage a third party to do so, without notifying you. The cost will be a debt due and immediately payable by you to us.
- 7.4 If we accept Defective Services once, that does not oblige us to accept any other Defective Services or limit any of our other legal rights.
- 7.5 You consent to:
- our assignment of any or all of the above warranties to any of our clients, related companies or entities; and
 - us holding on trust and enforcing the rights and obligations in this Contract on behalf of our clients, related companies and entities.
- 7.6 You must provide us with relevant manufacturer warranties in relation to materials supplied by you and used in the Goods and/or Services.
- 8. LIABILITY AND INDEMNITY**
- 8.1 You are liable for, indemnify and keep us indemnified against all loss, damage or expense, and release us from any claim, action, proceeding or demand, arising directly or indirectly out of this Contract, including:
- death of, or personal injury to, any person;
 - loss or damage to any property; and
 - liability connected with any breach of the Contract, except to the extent caused by a wrongful act or omission by us.
- 8.2 To the extent permitted by law, our liability to you arising out of or in connection with the Contract is limited to the Price.
- 8.3 We are not liable to you for any indirect or consequential losses arising out of the Contract, including any loss of revenue, loss of profit, loss of production, loss of use of any plant or facility, business interruption of any nature, loss of business opportunity, loss of business reputation, loss of contract, payment of liquidated sums, penalties or damages.
- 9. TITLE AND RISK**
- 9.1 Risk in the Goods passes to us upon delivery, inspection and acceptance of the Goods at the Delivery Address.
- 9.2 Unencumbered title in the Goods and/or Services passes to us on the earlier of payment or delivery of the Goods.
- 10. SUSPENSION OR TERMINATION**
- 10.1 To the extent permitted by law, we may terminate the Contract or reduce the scope of the Goods and/or Services if you:
- fail to remedy any breach of the Contract within 3 Business Days of receiving written notice from us;
 - being a corporation, become insolvent, or have an administrator, controller or liquidator appointed under the *Corporations Act 2001* (Cth), or have receivers or managers appointed;
 - being an individual, are unable to pay your debts when they fall due or have a trustee in bankruptcy appointed; or
 - cease or threaten to cease to carry on business, in which case our liability to you will be limited to payment of the Price for the Goods and/or Services supplied prior to termination.
- 10.2 In addition to our other rights under clause 11, we may terminate all or any part of the Contract by written notice to you at any time for any reason, in our absolute discretion.
- 10.3 On receipt of a notice of termination, you must immediately:
- cease supply of the Goods and/or Services to the extent specified in the termination notice; and
 - take all possible action to mitigate any costs incurred by you as a result of the termination.
- 10.4 If we terminate the Contract under clause 11.2:
- you are entitled to payment of the Price for Goods and/or Services supplied prior to termination or any Goods ordered and not able to be cancelled;
 - you are not entitled to any compensation for that cancellation other than as specified in clause 11.4; and
 - the compensation payable under clause 11.4 must not exceed the Price of the relevant Goods and/or Services.
- 10.5 Termination of the Contract does not affect or prejudice any legal or contractual rights that accrued prior to termination.
- 11. INSURANCE**
- 11.1 For as long as you have obligations outstanding under the Contract, you must effect and maintain and ensure that all of your Personnel effect and maintain, at your own expense:
- all insurances specified in the Purchase Order;
 - workers' compensation and occupational/industrial disease and any other insurance required by any Legislative Requirement relating to your workers' compensation liability to any person;
 - employers' liability/common law insurance for an amount of \$50 million to cover Loss arising out of the supply of the Goods and/or Services in respect of persons employed or engaged or deemed to be employed by you;
 - if you are a sole trader or the Goods and/or Services will be supplied or performed by working directors, income protection or cover equivalent to that required by clause 12.1(b) and/or private accident and illness insurance to cover any of your working directors, for a period of up to 104 weeks on any one claim;
- general third-party public and products liability insurance covering your operations including liability arising from unregistered mechanically propelled vehicles, with a limit of liability of not less than \$20 million any one occurrence and unlimited in the aggregate, extending cover to us as principal or providing insurance for us as principal in respect of our liability arising out of your acts or omissions;
 - if the Contract requires you to use motor vehicles, motor vehicle insurance with a limit of liability of not less than \$20 million for each and every claim;
 - an insurance policy covering the Goods and any plant and equipment provided by us while at your risk and your plant and equipment (including hired plant and equipment) for 100% of replacement value for accidental loss, destruction and damage at all times (including while in transit) and other risks as we may reasonably require from time to time;
 - if the Contract requires you to perform any operations using hazardous substances, pollution liability insurance with a limit of liability of not less than \$10 million for each and every claim;
 - if the Services include professional services, professional indemnity with a limit of liability of not less than \$5 million for any one occurrence; and
 - all necessary insurance cover for all risks arising out of the performance of your obligations under the Contract.
- 11.2 The insurance referred to in clauses 12.1(b), 12.1(c), 12.1(e) and 12.1(f) must extend to indemnify us as principal and provide a waiver by the insurer of all rights of subrogation, action or relief against us.
- 11.3 If you do not comply with your obligations under clause 12, we may take out and maintain relevant insurance and the cost will be a debt due and payable by you to us on demand.
- 11.4 Insurance will not limit your liabilities or obligations under the Contract.
- 11.5 You must notify us immediately if any incident occurs that is likely to give rise to an insurance claim.
- 12. PERSONNEL**
- 12.1 You must comply with all relevant Legislative Requirements in relation to your Personnel, including:
- work health and safety laws, including the *Work Health and Safety Act 2020* (WA) and all subsidiary legislation; and
 - the *Fair Work Act 2009* (Cth) and any other workplace or industrial laws concerning the employment of workers, income tax, workers' compensation, annual leave, long service leave or any award, order, determination or agreement of a competent industrial or specialist tribunal.
- 12.2 You indemnify and will continue to indemnify us against any claims made by any of your officers, employees or agents in respect of any such law, award, order, determination or agreement with which you are required to comply.
- 12.3 We may object to any Personnel in our absolute discretion, and you must remove and immediately replace such Personnel.
- 12.4 You must, and must ensure that your Personnel, adhere to any site-specific permits, procedures, JSAs and other HSE requirements.
- 12.5 You must ensure that all of your Personnel hold any relevant industry safety training card (blue card/white card) and are equipped at all times with appropriate personal protective equipment, prior to commencement of the Services.
- 13. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
- 13.1 You warrant that any design, equipment, methods of working and documentation used or produced by you in connection with the Services does not infringe any IP Right.
- 13.2 Ownership of all IP Rights used or created under the Contract vests in us on creation. We grant you a non-exclusive, transferable, royalty free, revocable and perpetual licence to use such IP Rights to supply the Services.
- 13.3 The terms of this Contract are confidential. You must not disclose any information regarding the Contract, its subject matter or its terms, or acquired as a result of the Contract, to any third party (including by making any media release) without our prior written consent.
- 14. DISPUTE RESOLUTION**
- 14.1 If any dispute arises between you and us in any way relating to this Contract, the following must occur, as a condition precedent to the commencement of any litigation or arbitration:
- we must confer within 3 Business Days of one of us giving written notice to the other that a dispute has arisen (**Dispute Notice**);
 - if we cannot resolve our difference or agree on a method for resolving it, we must then submit the dispute for mediation by a mediator nominated by the Resolution Institute, with the mediator's costs shared equally between us but otherwise on terms determined by the nominated mediator.
- 14.2 If the dispute is not resolved within 4 weeks of the Dispute Notice either party may commence legal proceedings.
- 14.3 Nothing in clause 15.2 prevents a party from applying for urgent interim or interlocutory relief.
- 14.4 We agree that for the Security of Payment Act the authorised nominating authority will be the Resolution Institute.

15. GENERAL

- 15.1 This Contract constitutes the entire agreement between us with respect to its subject matter and supersedes all prior oral or written representations and agreements.
- 15.2 This Contract may only be varied in writing signed by us both.
- 15.3 We may assign any of our rights or obligations under this Contract.
- 15.4 You may not assign your rights or obligations arising under this Contract without our prior written consent.
- 15.5 Waiver by either of us of a breach of any term of this Contract does not constitute a waiver of any later breach of the same or any other term.
- 15.6 If any provision or part provision of this Contract is invalid or unenforceable, that provision will be deemed deleted to the extent necessary and the remaining provisions of this Contract will remain in full force and effect.
- 15.7 Part 1F of the *Civil Liability Act 2002 (WA)* is excluded.
- 15.8 Nothing in this Contract creates a relationship of employer and employee, principal and agent, partnership or joint venture between us and you or between us and any third party.
- 15.9 Neither of us has authority to act for or to bind the other than as expressly contemplated by this Contract.
- 15.10 Provisions of this Contract capable of having effect after the termination or expiry of this Contract, remain in full force and effect following its termination or expiry.
- 15.11 This Contract is governed by the laws of Western Australia.

16. DEFINITIONS

Capitalised terms used in these Terms and Conditions have the meaning given to them in the Purchase Order or in this clause 17:

Assignment means the work for which the Temporary Worker is supplied, as described more fully in the Purchase Order and any Assignment Form.

Assignment Form means a form provided by us to you (if any), setting out the details of any Assignment.

Assignment Period means the period during which the Assignment is delivered.

Business Day means days other than Saturday, Sunday, public holidays and the days between 22 December and 10 January the following year.

Collection Date means the date specified in the Purchase Order as the date from which the Hire will commence.

Collection Location means the location specified in the Purchase Order or otherwise agreed between us as that where the Hire Equipment is located prior to the Collection Date.

Defect and Defective means any aspect of the Goods or the Services not in accordance with the Contract, or which is damaged, deficient, faulty, inadequate or incomplete in design, performance, workmanship, quality or makeup.

Defect Liability Period means 12 months from the date of supply of the Goods or completion of the Services, or such longer period specified.

Delivery Address means any address stated in the Purchase Order.

Delivery Date means the date for supply of the Goods or performance of the Services stated in the Purchase Order.

Goods and/or Services means the Goods and/or Services specified in the Purchase Order and includes any incidental services.

Hire means the hire of any Hire Equipment on the terms of this Contract and includes any variations to that Hire and all services, responsibilities and functions which are incidental or necessary for you to provide the Hire under this Contract.

Hire Equipment means the Goods provided to us by you for Hire in accordance with this Contract and which will be used or operated by us.

IP Rights means all industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trademarks and circuit layout designs.

Labour Hire Services means the provision by you of Temporary Workers to deliver an Assignment on a contract hire basis as part of the Services.

Legislative Requirements means applicable laws, statutes, regulations, by-laws, orders, industrial awards, workplace agreements, proclamations, certificates, licenses, consents, permits, approvals, codes, standards and requirements of organisations.

Personnel means any person, employee, consultant or subcontractor engaged by you to provide all or any part of the Goods and/or Services on your behalf.

Security of Payment Act means the *Building and Construction Industry (Security of Payment) Act 2021 (WA)*.

Site means any site notified by us to you in connection with the Contract.

Specification means all codes, standards, drawings materials schedules and specifications applicable to the Contract, referred to in the Purchase Order or otherwise incorporated into the Contract by reference and to be complied with by the Supplier.

Temporary Worker means the individual provided by you to us as temporary personnel to deliver the Assignment.