

1. DEFINITIONS

- (a) In this Purchase Order, except where the context otherwise requires:

Client means PCF Construction Services Pty Ltd (ACN 652 952 442);

Date for Completion of the Services [insert date] as being the date the Services must be completed, and if no date is specified, that date which ensures that the Services are completed with due expedition and without unreasonable delay.

Undertakings means that:

- (i) the Supplier shall perform the Services to that standard of care and skill to be expected of a supplier who regularly acts in the capacity in which the Supplier is engaged and who possesses the knowledge, skill and experience of a supplier qualified to act in that capacity;
- (ii) the Supplier shall perform the Services with due expedition and without delay
- (iii) the Supplier shall comply with all reasonable directions of the Client in relation to the Services, including pursuant to a provision of the Purchase Order;
- (iv) the Supplier must comply with all laws and applicable standards in carrying out the Services;

PPS Act means the Personal Properties Securities Act 2009 (Cth);

PPS Law means the PPS Act and any regulations made at any time under the PPS Act, as amended from time to time and any relevant amendment made at any time to any other legislation as a consequence;

Price means the total price to be paid by the Client to the Supplier as set out in the Purchase Order;

Purpose includes: the purpose stated in the Purchase Order

Services means the services to be provided by the Supplier to the Client as described in the Purchase Order; and

Supplier means the party named in the Purchase Order as the Supplier.

- (b) The Client's rights and remedies are in addition to those it has elsewhere under the Purchase Order or otherwise at law (including under statute). No course of dealing or usage will negate these rights and remedies. A discretion given to the Client is unfettered and need not be exercised for the benefit of the Supplier. The Supplier agrees that a loss directly and naturally flowing from the Supplier's failure to comply with the Undertakings includes any loss it incurs due to any liability of the Client to its client in respect of such failure, and nothing in this Purchase Order will be interpreted to exclude or limit the Supplier's liability for such loss. The Supplier must bear all risks and costs (whether ascertainable at the date of this Purchase Order or not) arising out of or in connection with the provision of, or failure to provide, the Services, except to the extent expressly made the responsibility of the Client under the Purchase Order.

2. BINDING ORDERS

This Purchase Order will be deemed to have been unconditionally accepted by the Supplier on commencement of performance of any of the Supplier's obligations under this Purchase Order. This Purchase Order expressly supersedes any terms contained in the Supplier's quote, tender, order acceptance (whether provided before or after the date of this Purchase Order) or other standard conditions of supply, and any prior orders, instructions, acknowledgments or representations of the Client. This Purchase Order when properly signed and bearing an order number, is the only form which is recognised by the Client as authority for the Supplier to charge for the Services stated to its account.

3. COMPLIANCE

The Supplier must:

- (a) comply with all laws, including all Acts, Ordinances, regulations, standards, by-laws, orders, awards, and proclamations;
- (b) comply with the requirements of persons acting in the exercise of statutory powers enabling them to give directions with respect to this Purchase Order;

4. COMPLETION

- (a) Not Used

5. PAYMENT AND INVOICING

- (a) The Price is inclusive of all costs and expenses of the Supplier (whether foreseen or unforeseen) in complying with this Purchase Order including all costs insurance, duties and taxes (other than GST) (if any) which must be paid by the Supplier.
- (b) On the last business day of each month the Supplier shall submit a written progress claim setting out the Client's valuation of the Services performed and accompanied by such information and documentation as is required by the Client to verify the claim. The Client must not include in a progress claim any claim for a variation, or any other claim which purports to adjust the Price or is a claim for any amount in addition to the Price or any claim otherwise (including for damages for breach of contract, quasi-contract or quantum meruit) unless the amount of any such claims has been agreed

between the Client and the Supplier, or the amount has been referred to and resolved under the dispute resolution procedure under this Purchase Order.

- (c) On or before the last business day in the month following the month in which the Client's progress claim is made or as detailed in the Services, the Client shall pay to the Supplier the amount agreed in this Purchase Order.

6. RIGHT TO ALTERNATIVE SERVICES

- (a) The Client may at any time call for proposals or tenders for, or acquire Services similar or identical to the Services in any other way from any person, and the Client will not be liable in any circumstances to make any payment to the Supplier in respect of loss of prospective profits or any other claim of the Supplier.

7. ALTERATION OF ORDER

- (a) The Supplier must not vary the specification, quantity, quality or description of the Services without the written consent of the Client and must not supply substitute Services without the written consent of the Client.
- (b) By notice in writing to the Supplier, the Client may at any time prior to the Date for Completion of the Services:
 - (i) variations to description, specification, quality and quantity of the Services; or
 - (ii) the Services to be completed by the Date for Completion of the Services.
- (c) The Price will be adjusted by the amount agreed by the parties or failing agreement, a reasonable price determined by the Client, in respect of the variation.

8. PERFORMANCE

- (a) The Supplier gives the Undertakings. The Undertakings are fundamental conditions of this Purchase Order.
- (b) The Supplier warrants that the Services do not and will not infringe any patent, copyright, trademark or trade secret or any other industrial or intellectual property right conferred on any person by a law of Australia or any other country.

9. SUBCONTRACTING AND ASSIGNMENT

- (a) The Supplier must not assign or subcontract its rights or obligations under this Purchase Order without the prior written consent of the Client. To the maximum extent permitted by law, Supplier is entirely responsible (legally and factually) for any act or omission of a subcontractor.
- (b) The Client may assign all or part of this Purchase Order without the consent of the Supplier. The Client may assign, novate, transfer or otherwise dispose of or deal with all or any part of its rights or obligations under this Purchase Order to any related corporation (as that term is defined in the Corporations

10. OCCUPATIONAL HEALTH AND SAFETY

The Supplier must, so far as is reasonably practicable, provide and maintain a working environment that is safe and without risks to health and meet all requirements of the Client approved OHS Plan, Safe Work Method Statement(s) and other OHS documentation.

The Supplier shall ensure that prior to commencing the Services, the Supplier's employees, subcontractors, consultants and any of their employees commencing work related to this Purchase Order has completed the Client's site induction, including providing individual licences and certifications that are required to undertake the Services in accordance with Legislative and Industrial Relations requirements.

11. LIABILITY

The Supplier is liable for loss, damage, expense, claim or liability suffered or incurred, by the Client as a result of a negligent act or omission of the Supplier or the breach by the Supplier of any other requirements (including any warranty or any of the Undertakings) of this Purchase Order.

12. INSURANCE

- (a) The Supplier must effect and maintain adequate insurance satisfactory to the Client including, without limitation, public liability (of not less than \$20,000,000), workers' compensation (including common law liability); automotive / motor vehicle insurance; freight liability; and product damage insurance and any other insurances reasonably required by the Client, all on such terms and for such amount as are reasonable in the circumstances and approved by the Client.
- (b) The Client may require and the Supplier must provide evidence of proof of such insurance prior to the Client making any payment under this Purchase Order.

13. TERMINATION

- (a) The Client may terminate or suspend the Purchase Order or any unfulfilled part of the Purchase Order. The Client shall not be liable for any loss (including consequential or special loss), damages, costs or expenses howsoever arising from such cancellation or suspension. The liability of the Client to the Supplier is expressly limited to payment for the Services completed in accordance with this Purchase Order.

- (b) If the Supplier has committed a wilful or substantial breach of any of the terms of this Purchase Order (including any of the Undertakings), or the Client is of the opinion that the Supplier is or may become insolvent, is financially incapable of performing, or is unwilling or unable to perform its obligations as required by this Purchase Order.

14. PERSONAL PROPERTY SECURITIES ACT

- (a) Unless a contrary intention appears, words or expressions used in this clause 14 that are defined in the PPS Act have the same meaning as given to them in the PPS Act.
- (b) To the maximum extent permitted by law, the Supplier waives the right to any security interest pursuant to the PPS Act in respect of the Services, irrespective of their nature and that the Supplier may have possession of the Services.
- (c) If at any time, the Client determines that this Purchase Order (or any of the transactions contemplated by or under it) creates a security interest in its favour over any personal property, the Client may apply for any registration, or give any notification, in connection with that security interest and the Supplier must promptly, upon the Client's request, do anything (including, but without limitation, signing, completing and / or producing documents, obtaining consent and supplying information) to provide more effective security over the relevant personal property and ensure that any such security interest in favour of the Client:
 - (i) is at all times enforceable, perfected (including, where applicable, by control as well as by registration) and otherwise effective; and
 - (ii) ranks as a first priority security interest;
 - (iii) enables the Client to prepare and register a financing statement or a financing change statement or give any notification in connection with that security interest; and
 - (iv) enable the Client to exercise any of its rights or perform any of its obligations in connection with any such security interest or under the PPS Act.
- (d) If Chapter 4 of the PPS Act applies to the enforcement of the Security Interest, the Supplier agrees that sections 95, 121(4), 125, 130, 132(3)(d), 132(4), 142 and 143 of the PPS Act will not apply to the enforcement of the security interest.

15. GOODS AND SERVICES TAX

- (a) The Price payable for the Services is inclusive of GST unless specifically described as 'GST Exclusive'. If the Supplier makes a

taxable supply to the Client under or in connection with this Purchase Order, and the consideration for that supply has been specifically described as 'GST Exclusive', upon the receipt of a tax invoice the Client must pay the Supplier an additional amount equal to the GST payable on that supply at the same time as the GST exclusive consideration is paid.

- (b) The Client need not make a payment in respect of a taxable supply made under or in connection with this Purchase Order until the Supplier has given the Client a tax invoice in respect of that taxable supply.
- (c) Amounts payable under this Purchase Order shall be adjusted to reflect the benefit of any reduction in the Supplier's costs relating to that supply resulting from the abolition or reduction of any existing taxes. Any such adjustment will be effective as of the date of the relevant reduction in the Supplier's costs.
- (d) In compliance with the relevant withholding tax legislation or any ATO Public Ruling, the Client will withhold an amount of tax from any payment it makes to the Supplier if the payment is for a supply unless the Supplier provides to the Client, an invoice or other document in relation to the supply for which the payment is consideration that quotes the Supplier's Australian Business Number (ABN), or the Supplier meets the criteria for exemption from the Pay as You Go Withholding (PAYG) requirement as contained in section 12-190 of schedule 1 of the Taxation Administration Act 1953 (Cth).
- (e) Act 2001 (Cth)) of the Client.

16. JURISDICTION

This Purchase Order shall be read and construed according to the laws of the State in which the Services are performed, and the Supplier shall submit to the jurisdiction of any competent Court in that State

17. DISPUTES

If a dispute arises between the Supplier and the Client concerning any matter arising out of or in connection with this Purchase Order either party may give notice of that dispute to the other party and senior executives of the parties shall meet within 7 days of notice being given to endeavour to resolve the dispute. If the dispute is not resolved within 14 days of that meeting, then either party may commence litigation in relation to the dispute. The existence of a dispute will not relieve the Supplier from performing the Services or any other of its obligation under and in accordance with this Agreement.