QUALITY REQUIREMENTS

KFM Group Overview	▪ Knight Facilities Management Group (KFM Group) are a Facilities Management and Facilities Services provider operating in Australia and New Zealand under the brands Knight Facilities Management Australia, Knight Facilities Management New Zealand and Zancott Knight Facilities Management. KFM Group are part of the wider KFM Group which operates internationally in 13 countries. ▪ KFM Group primarily focus on 1st and 4th Generation of FM services to various Clients. In addition to providing facilities management advice and management service, KFM Group engage 3rd party suppliers to deliver facilities related goods and services on behalf of their Clients. ▪ Whenever KFM Group engages a supplier to provide goods or services for a Client site it does so as the Agent of the Client, with the Client being directly accountable for the payment of any invoices (even though these invoices may be processed via KFM Group). ▪ As part of KFM Group's Indigenous People Engagement Strategy, we have formed a strategic alliance between with Zancott Recruitment (an Indigenous-owned labour hire business), to form Zancott Knight Facilities Management, to combine the talents, experience and expertise of its partners to deliver higher quality facilities management services for clients across Australia. ▪ Suppliers are typically applied across the KFM Group management portfolio unless there are specific client or scope requirements.
Reference Terms	▪ **Agent** – Act on behalf of, and authorised by, the Client to manage and engage Goods and Services on their behalf. ▪ **Client** – The person, firm or company or entity described on the face of the Work Order (whether identified by name, number or any other means) that have requirements that are to be met by the provision of Goods and / or Services. ▪ **Goods** – All goods referred to in the Work Order to be provided by the Supplier. ▪ **Services** – The performance of work or services referred to in the Work Order, provided by the Supplier, on or off the Clients property. ▪ **Supplier** – The person, firm or company or entity described on the face of the Work Order (whether identified by name, number or any other means) that are to provide Goods and / or Services. ▪ **Work Order** – The written order for the provision of the Goods or Services issued by the Agent on behalf of the Client and incorporating these General Work Order Conditions.
Written Instructions and Work Orders	▪ All instructions from the KFM Group in relation to any good or service must be in writing in the form of a Work Order. ▪ Verbal instructions are not used to engage the Supplier to undertake work on behalf of KFM Group or our Clients (this also applies to Emergency works). ▪ The Supplier is also not to attend to works without a Work Order and reference number being provided. ▪ Any works performed without a written Work Order becomes a pre-commitment by Supplier and will not be paid by KFM Group or the Client
Insurance	▪ In order to be engaged to provide goods or services for KFM Group, all Suppliers need to have and maintain adequate insurance coverage with acceptable providers for the following: o Public and Product Liability o Workers Compensation o Professional Indemnity (for specific services) ▪ On request, Suppliers may be required to submit a statement of compliance with the requirements of the Workers Compensation Act, Pay-roll Tax Act and Industrial Relations Act in order to facilitate the payment of invoices. Such a statement is effective for the duration of their Workers Compensation insurance policy (no more than 12 months) and further statements need not be lodged for the submission of the progressive invoices for payment until the statement expires.
Quality	▪ In addition to the any specifications detailed in a Work Order scope of works, all goods and services must comply with: o All legislation applicable to the good or service, including the requirements of all ordinances, regulations, by-laws, orders and proclamations made or issued under any such Act or Ordinance. o The lawful requirements of any relevant Authorities. o The relevant Australian Standards. ▪ The Supplier may also be required to implement quality assurance protocols or systems to the reasonable requirements of KFM Group or the Client as part of their pre-qualification requirements
Invoice Submission	▪ All invoices must meet the requirements of a Tax Invoice as prescribed by the GST Legislation. ▪ Invoices are only accepted via electronically via the email on the Work Order. All invoices must detail out work performed with the Work Order Reference ID. ▪ Supplier invoices must match the approved amount or be less. Any invoice with an amount above the approved value will be rejected. ▪ An acknowledged Service Report must be provided with the Invoice in order to ensure prompt payment. ▪ Agreed terms of payment do not commence until all relevant invoices, service reports and other related paperwork has been received by KFM Group ▪ General Work Order Conditions apply to all Work Orders (see attached), which override, supersede and nullify any other terms and conditions otherwise inferred or tendered. ▪ Standard Terms of Purchase apply to all Purchases unless otherwise agreed between KFM Group and the Supplier.
Pricing and Payment	▪ All pricing is to include all margins, overheads and management fees. ▪ All prices must be formatted as a specified definite fixed value or when expressed as an hourly rate, any minimum callout charges must be declared ▪ Suppliers will be paid as per the agreed terms of payment set forth in the Work Order or if not stated shall be Net 90 days, with disbursements occurring on 1st and 3rd week of the month. ▪ Any discussions in relation to invoice payment or terms of payment are to be with the KFM Group finance team and not site contacts or any members of our operational team.
Maintenance of Prequalification Status	▪ In order to maintain current pre-qualification status with KFM Group, suppliers will need to as a minimum maintain their insurance coverage, qualifications and any quality, OH&S and environmental requirements detailed in the Supplier Pre-Qualification Form
Subcontracting	▪ All subcontractors engaged by the Supplier to undertake works must provide KFM Group with a completed copy of the Supplier Pre-Qualification Form detailing the subcontractor's organisation. ▪ Sole traders are not permitted to be engaged as subcontractors when performing works on behalf of KFM Group ▪ Despite listing proposed subcontractors in the Supplier Pre-Qualification Form, Suppliers are not permitted to not subcontract the provision of any part of a Work Order without KFM Group's written consent, which may be given or withheld at the KFM Group's discretion. ▪ Subcontracting of any part of the Work Order does not relieve the Supplier from full responsibility for the entire Work Order and any acts or omissions of the Supplier's subcontractor would be treated as if they were the Supplier's own acts or omissions;
Service Reports	▪ Service reports / job dockets must be provided electronically to KFM Group for all goods and services provided by the Supplier. These reports must be acknowledged and signed off by the approved Client representative (or the KFM Group representative). ▪ Service reports must detail the date/time of arrival onsite, the goods / services provided works performed, departure from site and any corrective or additional works required or observed while onsite. ▪ The service report is in addition to any record or logbook maintained onsite and completion of the site logbook does not replace the requirement for an electronic copy of the service report to be provided. ▪ Upon completion of each Work Order, Suppliers must obtain a sign off of the Service Report from the requester of the works, identified within the Work Order. ▪ Each Work Order must have one corresponding service report provided by the Supplier. ▪ The signed service report must be provided to KFM Group within 3 days of attendance being completed on-site. ▪ It is a requirement that a signed off Service Report be provided as part of the invoice processing protocols for the agreement as the commencement relating to any terms of payment take effect from the date that all required Service Report paperwork is submitted along with any invoice for payment. ▪ No responsibility will be accepted by the KFM Group for any goods unless delivery dockets have been signed by the KFM Group approved representative, even though they may be signed for.
Client Site Representative	▪ A Client Site Representative is the person nominated by the Client to liaise with the Supplier in relation to the Work Order ▪ The Supplier must comply with any safety related directions given by the Client Site Representative as if the direction was given by the KFM Group ▪ The Supplier must only communicate directly with the Client Site Representative with respect to, and in the manner specified by, the Work Order when engaged by KFM Group
Information Provided by the Client Site Representative	▪ The Work Order provided by KFM Group is the principal document on which the Supplier is engaged to provide goods or services. ▪ For the Supplier's convenience, the Client Site Representative may provide the Supplier with information relevant to the carrying out of the Works Order that is not documented in the Work Order ▪ Should information be provided that is not in the Work Order that fundamentally alters or impacts the services being provided then the Supplier is to advise KFM Group and seek confirmation before proceeding ▪ If any additional works or scope of work variation is communicated to the Supplier from the Client's Representative, the Supplier is to seek approval from KFM Group on the matter before proceeding. ▪ The Supplier must act with reasonable care when relying upon or using information from the Client Site Representative as neither KFM Group, the Client or the Client Site Representative warrant the accuracy of any information provided.

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Supplier Representative	▪ Any person or individual attending site on behalf of the Supplier is to be deemed the Suppliers Representative and acting and speaking on behalf of the Supplier. ▪ All Supplier Representatives must be neatly presented and free from the affects of drugs or alcohol when engaged on behalf of KFM Group. ▪ Any instructions provided to any Supplier Representative by the KFM Group or the Client will be deemed to be provided to the Supplier. ▪ The Supplier Representative shall use all reasonable endeavours to ensure that they do not interfere with the operations, equipment or plant. Should the nature of the Work Order require disruption to the site, this is to be discussed and arranged with both KFM Group and the Client Site Representative. ▪ All Supplier Representatives must act in a manner that facilitates a safe and cooperative work environment and be willing to actively participate in resolving any problems or issues in relation to the Work Order that may arise before, during or after the works. ▪ When applicable, the Supplier must be able to fulfil any site-specific rule and/or regulations regarding identification and visibility; i.e. Branded uniforms, name tags, vehicles identified by company logos, biometric information
Right to Approve Supplier Representatives	▪ KFM Group or the Client is entitled to direct that the Supplier remove from the Site any Supplier Representative who in the opinion of KFM Group or the Client fails to comply with any requirements that they may have. While feedback may be provided as to the reasons for this, neither KFMA or the Client will not be under any obligation to provide reasons for any decision in this regard.
Supplier Supervisor or Manager	▪ If the nature of the goods or service provided by the supplier require the supplier to independently, or in some other manner, provide supervision, contract management or administration for the proper performance of the works, then the Supplier shall in writing notify KFM Group of the name and title of the individual who shall be authorised in this regard. ▪ Where in accordance with the requirements of a service level agreement or Work Order, a nominated Account Management Representative is appointed the Supplier acknowledges and agrees that the Supplier has engaged the Account Management Representative on the basis that the Account Management Representative will remain the associated with the service level agreement or Work order throughout the duration of the Works. ▪ The Supplier's Account Management Representative must be contactable and shall at all times carry a form of mobile communication such as a mobile telephone. ▪ The Supplier must use its best endeavours and take reasonable steps to retain the Supplier Account Management Representative is not replaced unless KFM Group request or approves a substitute or the Account Management Representative person dies, retires or resigns (other than to accept other employment with the Supplier or any associate of the Supplier) or otherwise suffers from ill health or some serious domestic problem ▪ Any vacancy of Supplier Account Management Representative must be promptly filled by the Supplier with a person reasonably approved by KFM Group with the Supplier providing details of the proposed individual's expertise and experience. ▪ Where required by a service level agreement or any other arrangement, the Supplier's Account Management Representative will hold periodic meetings with the nominated KFM Group representatives. In this regard, the following procedures will be instituted and followed: o Joint inspections of any Work carried out when required by KFM Group. Records of these inspections will be compiled by the Supplier's Account Management Representative, endorsed by the KFM Group Nominee and forwarded to the KFM Group. The Supplier will devise a suitable pro forma for use by the Supplier's Account Management Representative in this regard. o A 'work completed' report, compiled by the Supplier, and presented to KFM Group Nominee to identify all works undertaken for the relevant period.
Repetitive Call Outs	▪ Where the number of call-outs for a particular asset or type of repair and are brought about by the same or similar causes, a cause which cannot be determined or a cause which results in the same or similar defects, then the Supplier will, upon receiving the instruction from KFM Group, cooperate in relation to participating in an investigation to detect and rectify the cause of the call-outs ▪ When engaged in this manner the expected turnaround time to provide an appropriate written report is within 2 working days. ▪ The Supplier should, where possible avoid the need for return visits by ensuring all tools, materials and parts are on hand when attending site. Costs associated with such return visits are to borne by the Supplier.
Obligation to Confirm Site Services	▪ The Supplier must check with the relevant authority as to the location of Services; electrical, plumbing, storm water etc. in soil and external ground strata, before commencement of any digging, removal or demolition to ensure against damage to site services. ▪ Where works are carried out on-site, the Client Site Contact may not be able to ensure the supply of electricity, water, toilet accommodation and washing facilities. If the Supplier requires the use of any of the site's plant, equipment or services on-site this should be included at the quoting / acceptance stage. ▪ Use of site plant, equipment and services shall be on the express condition that no warranty or other liability on the part of KFM Group or Client shall be created or implied against such use.
Workmanship & Materials	▪ The Supplier shall ensure that all goods and services supplied are performed in a tradesman like manner by a competent tradesperson, will satisfy the Clients requirements specified in the Work Order and all deliverables will be fit for purpose, free from defect in design, materials and workmanship and filly comply with specifications. ▪ All workmanship shall be of the highest quality / standard and shall be carried out in accordance with good industry practice and comply with all acceptable Australian Standards and/or other referenced codes, come with a reliable spare parts / service backup and the requirements of relevant Statutory Authorities and the Law. ▪ The Supplier shall, unless otherwise specified, use new and undamaged materials, which shall be suitable for the purpose of which they are required. The Supplier must also remove and dispose of the existing material unless otherwise specified in the Work Order. ▪ Any sizes nominated by the KFM Group or the Client are not to be taken as exact measurements. The Supplier must verify exact dimensions before manufacturing or procuring any fittings, fixtures or appliances etc. ▪ Before installing any materials, the Company must ensure that substrate or underlying surfaces are wholly suitable to receive the materials and notify the Client if they are not. ▪ The Supplier is to ensure materials and contracted services are obtained at the best possible trade price available. ▪ Where the works involve repair work, the Supplier must use materials that match existing materials and replacement parts that are new and compatible with existing appliances and to the manufacturer's specifications ▪ The Supplier, except in so far as a Work Order may especially state to the contrary, shall provide, at their own cost and expense, all labour, materials, tools, implements, plant and everything necessary for the complete and proper performance of the Work Order.
Additional Corrective Works	▪ Any corrective works identified by the Supplier while on site are to be advised to KFM Group via the Service Report. ▪ Where relevant to the Suppliers area of expertise, a quotation for the corrective works is to be sent within 3 working days of the Service Report being provided ▪ While onsite, should the Supplier note any undue wear and tear on equipment/plant or suspect a potential fault may occur with a piece of plant or equipment they are to advise KFM Group immediately
Time Frame	▪ The Supplier is expected to be responsive to planned, reactive and emergency requests for works in accordance with any agreed Works program or the Client's reasonable requirements notified to the Supplier from time to time. ▪ Suppliers are to respond to Work Orders within agreed timeframes depending on the severity, time of day in which they are notified and Client Requirements. KFM Group will therefore categorise the priority of the event into one of the below category ratings:

Rating	Priority	Description
Critical	1	Critical / Business Interruption Incident; Immediate Action Required
High	2	Standard Maintenance to address Functional Defect
Medium	3	Standard Maintenance for Non-functional Defects
Low	4	Major Project Works and Improvement Recommendations

▪ Supplier will keep the KFM Group fully informed as to any matters affecting the cost, timing or quality of the Works (including as to any matters on which the Client or site representative may specifically request that the Supplier report)
▪ All services provided by Supplier will be performed during the specified time in which KFM Group wants the work done. Any alterations or deviation from this schedule must be approved by KFM Group and the Client Site Representative.
▪ Whenever requested, the Supplier is expected to provide an ETA or program for the completion of a Work Order (including dates by which the Supplier requires instructions, information or approvals from the KFM Group / Client).
▪ The Supplier must complete all of the Works by the date noted in Work Order or notify KFM Group is there is expected to be any delay

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Site Access Requirements	▪ Supplier will only access sites with the with the KFM Group and Client's express consent and in accordance with the Agent or Client's reasonable directions (including not interfering with others) ▪ The details of the site contact, location and contact details will be contained within the Work Order. The Supplier must make contact with the relevant site contact to confirm a time to attend to undertake the Work Order. This contact must be made before the due date of the Work Order. ▪ If unable to attend a Work Order, the Supplier is to notify KFM Group immediately. ▪ Suppliers require induction as per the Client / Site requirements either prior to attending site or while onsite to undertake the works with all Supplier Representatives / employees who need to be onsite required to undertake the induction. Note that there may be a general induction and a site-specific induction requirement. ▪ Time onsite to complete the induction is not to be included in any pricing unless specifically agreed before attending site. ▪ If an onsite induction is required, prior to attending site the Supplier needs to arrange a suitable time with the onsite contact to undertake this induction. ▪ Supplier representatives are required to have a copy of any induction card, licences and photo ID for all site attendances. ▪ Where keys (including electronic opening devices) are supplied to the Supplier for the purpose of such ingress and egress the Supplier shall take all necessary precautions to secure those keys and shall ensure that all such keys are returned forthwith as they leave site. ▪ Suppliers accessing areas of a site may be accompanied and escorted by a site representative familiar with hazards in the areas being visited if they have not yet completed any induction. In this situation, Suppliers being escorted are not complete any trade work but are permitted to inspect the site for quoting purposes ▪ In summary. when arriving onsite all Suppliers must: o Contact the site contact / KFM Group representative prior to attending site o Complete induction requirements (general or site specific) o Sign in as per the site attendance registration requirements and obtain any keys / access cards o Review any site reports / site operational details – including any risk register o Complete the safe work assessment and / or SWMS o Obtain any work permits relevant to the task at hand (e.g. hot work permit, roof access etc) o Where relevant be escorted to the location where the works are to be undertaken o Set up a safe work area as per the safe work assessment / SWMS o Isolate any services in conjunction with and the approval of the site representative o Undertake works as per the Work Order o Upon completion of works obtain sign off of the Service Report from the site representative o Return any keys, completed permits and sign out o Notify KFM Group of the completion of the works and forward a copy of the Service Report and Invoice within 3 days
Security Arrangements	▪ All persons brought onto a site by or at the request of the Supplier shall carry suitable identification indicating their functions and connection with the Supplier. Identification shall be displayed at all times when at the site and produced on demand. ▪ The Supplier and all persons visiting the Site on its behalf shall be required for each and every visit to notify the site contact upon arrival and prior to departure for each and every visit to the site and complete the site register as required. ▪ The Supplier shall use only those means of ingress and egress from the site that are designated as entry and egress points. ▪ The Supplier shall take all necessary and reasonable steps to ensure that the security of the site is maintained at all times during the undertaking of any works.
Site Rules	▪ The following are generic site rule requirements that form a condition of completing work at any site on behalf of KFM Group: o Site Access and Security – Supplier workers must access site as per Site Access Requirements (see above) o Drugs or Alcohol – Possession or use of illegal drugs or drug use devices, or behaviour causing suspicion of being under the influence of drugs or alcohol will result in removal from Site. o No Smoking – All areas are to be considered smoke free. o Quiet Enjoyment of Occupants – Any work not to impact on quiet enjoyment of the occupants. Any works which have an impact on the quiet enjoyment of occupants may be required to be carried out outside site operational hours. Note this includes extended operational hours some areas. Typical works would include noisy works such as scabbling, drilling, and fixing to the structure or works which generate dust or fumes (painting etc.) that cannot be contained fully within the work site. o Behaviour within Site – Behaviour must not offend, harass or upset building occupants, KFM Group staff, tenants or other workers. This includes loud or offensive language or comments, playing of loud music or radio, horseplay, and sexual harassment such as wolf whistling. o Working at Height – Works at height should be completed from an Australian Standard compliant working platform and in a risk-free manner. Works from ladders must only be undertaken in accordance with manufacturers' recommendations, applicable, regulations, Codes of Practice and recommendations, and your employers work method statement in regard to their use. o Use of Electricity – For all building or construction works an industrial rated portable residual current or earth leakage device (RCD) must be used unless it is positively identified that the house power you are using has RDC protection. For other works consult with KFM Group regarding location and use of power. o Electrical Works – All electrical works must be carried out by licensed electricians in accordance with AS/NZS 3000 and associated standards, codes of practice and relevant statutory requirements. All wiring is to be treated as live unless positively and individually identified and marked as isolated/de-energised by a qualified electrician. Only qualified persons are to carry out work associated with live electrical services. No works shall be carried out on live electrical installations unless all alternatives have been fully examined and they are completed in full compliance with local work health & safety authority legislation, regulations, and codes of practice. Note - Isolation of a service may not isolate all electrical services within a work area. o Electrical Hazard Inspection – Before commencement of works on or near live or potentially live electrical services, an assessment of any hidden services needs to be undertaken. This is particularly relevant to any drilling, chasing, coring, cutting or excavating work is commenced through any structure or full thickness of a surface (e.g. terrazzo, floor/wall tile), or tenancy dividing wall. o Personal Protective Equipment – All work must be undertaken using appropriate PPE. o Provision of First Aid – All Suppliers must provide appropriate first aid facilities for their personnel. o Use of Hazardous Chemicals – Hazardous chemicals must be used in accordance with manufacturer's instructions and Safety Data Sheets (SDS's). SDS's must be available at all times and provided to KFM Group on request. o Delivery and Transport of Materials - Do not deliver bulky material, tools or equipment via the public areas during occupied hours without express permission from the site contact representative. Taking tools, materials, plant and/or equipment via any vertical transport (lifts, escalators etc) is prohibited unless specific approval is given. When approval is granted spotters/guides and appropriate asset protection are to be used transporting materials during normal operating hours. o Loading of Floor Slabs – Use of heavy plant or stacking of heavy materials on floor slabs is restricted. Suppliers must comply with floor slab loading capacities/restrictions at all times. o Protection of Floors and Finishes – Suppliers are to take appropriate measures to protect floor and other finishes within the site at all times. Steel wheeled trolleys and carts are not to be used. o Site Restoration & Remove Rubbish – The Supplier shall ensure that the work area is kept clean and tidy and remove all rubbish during the progress of work. On completion of any work all plant, equipment, materials and tools are removed, and all rubbish occasioned by the execution of his works be cleared away from site at the expense of the Supplier. This includes cleaning all surfaces and removal of dust and fragments, ensuring that the area is restored to a condition equal to or better than prior to when work commenced. No rubbish is to be placed in the site bins or waste facilities unless specific permission is provided. o Heritage Sites – For any sites listed under the National Heritage Register (i.e. site which cannot be modified in appearance) the Supplier will take extra care when working on these properties. On the proviso that KFM Group informs the Supplier of the Heritage status of the site in each individual Work Order, the Supplier will take notice of any special repair instructions issued and any Conservation / Heritage Management Plan. Any work completed that contravene the Heritage Council's Guidelines will be required to be returned to it's original condition at the Supplier's cost.
Supplier Provided Equipment	▪ All equipment used during the implementation of the work shall be the sole responsibility of the Supplier. ▪ Choice of equipment and machinery shall be left up to the discretion of the Supplier (unless otherwise stated). The chosen equipment however, must be able to complete the tasks. ▪ The staging and storage of Supplier's equipment on the site will be at the discretion of the appropriate site representative. ▪ All maintenance, repairs, and purchases of equipment are the Supplier's responsibility. The Supplier must maintain their equipment in accordance to all safety regulations. Service records of all equipment and vehicles may be requested at any time. ▪ The Supplier shall maintain the safety of all equipment and vehicles and perform routine maintenance to assure they are in safe working condition. ▪ Supplier will comply with any applicable environmental regulations and guidelines while performing fuelling and refuelling of equipment while on site and may only perform this activity in the designated area. ▪ All equipment and consumables provided by the Supplier shall not cause injury to any persons, vehicles, buildings or company property. ▪ Removal of stored materials or equipment may need to be approved by the appropriate site representative or security personnel due to site specific security requirements.

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Cooperation with Other Suppliers	▪ When working with other suppliers or third parties, all Suppliers are expected to adopt a cooperative and collaborative approach to best ensure minimal disruption to and timely completion of work. ▪ Supplier are to perform any works, so they avoid interfering with, disrupting or delaying the work of other persons (including other suppliers) and must fully cooperate with other suppliers so as to permit those suppliers to freely execute any works that are unrelated to the work specified in the Work Order ▪ Where the Supplier's works are affected by or will affect the works of others, the Supplier must carefully coordinate their work with the works being carried out or to be carried out by others so as to avoid interfering with, disrupting or delaying the work of other Suppliers.
Licensed Trades	▪ Where State or Territory regulations or the local statutory authority requires maintenance services to be performed by licensed tradespersons, the Supplier will need to provide evidence of the required licences and ensure all sub-contractors / employees are duly licensed (where applicable). ▪ Where licences are subject to periodic renewal, evidence of such renewal will need to be provided to KFM Group. ▪ Under no circumstances will any works requiring a licenced trade be performed without the workers holding the relevant current licence/s. ▪ The Supplier is to ensure that the appropriate Authority inspects all work and final inspection or commissioning certificates are forwarded to the KFM Group as part of its Service Report paperwork.
Removing and Decommissioning Equipment	▪ The Supplier must not remove any of equipment from service without the written consent of KFM Group. ▪ For scheduled works that necessitate any equipment being taken out of service, the Supplier must notify KFM Group in writing of the anticipated duration of the removal from service and obtain written approval before proceeding. ▪ The Supplier must provide KFM Group with not less than 24 hours prior notice of any proposed shutdown or impairment. ▪ If KFM Group provides approval for the removal of any of equipment from service, the Supplier must comply with any conditions advised by KFM Group and carry out all such works at a time and in a manner that minimise the disruption caused to the Client and building occupants. ▪ KFM Group may on occasion instruct the Supplier to de-commission or to take a unit of the equipment out of service permanently. In these situations, the Supplier would be expected to render the equipment safe, including the disconnection of power and installation of such notices and guards / protection. ▪ Where required in relation to the removal of equipment, the Supplier will be expected to make notifications and advices on behalf of KFM Group and the Client to the relevant Authorities.
Spare Parts	▪ It is expected that the Supplier locally maintains sufficient stock of genuine or agreed spare parts to effect immediate repairs for routine maintenance and minor breakdown items. ▪ For major breakdowns, genuine or agreed spare parts it is assumed that spare parts are obtainable from within Australia or by overseas by air freight within 24 hours. Where this is not the case, the Supplier should advise KFM Group so contingency arrangements can be considered. ▪ Unless pre-purchased by the Client, any spare parts maintained by the Supplier are to remain the property and at the risk of the Supplier until they are utilised. ▪ KFM Group or the Client may also engage other suppliers in relation to spare parts. The Supplier is expected to cooperate with them and coordinate the carrying out of the works. In this regard, nothing done by KFM Group or the client, or any other supplier relieves the Supplier from full responsibility for all the Works.
Return Information	▪ Supplier will return to KFM Group and the Client all documentation and materials containing information (which will always remain the Client's property), upon request and in electronic format if requested

SAFETY REQUIREMENTS

Basic Safety Requirements	▪ The Supplier shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any site in or near the site and in particular all equipment used by the Supplier shall be used in such a manner and maintained and stored so as to prevent unauthorised use thereof and to minimise the danger of accident, injury or loss arising from the use of such items. ▪ The Supplier shall obey all proper and reasonable safety rules and instructions which are in force within the site and shall comply with the provisions of laws and regulations that relate to occupational health and safety and any other relevant regulations to ensure correct procedures are adhered to at all times. ▪ The Supplier is required conduct a risk assessment of the areas covered a Work Order (Safe Work Assessment) and advise KFM Group immediately of any matters requiring rectification before the works can be safely undertaken. ▪ The Supplier must ensure that all personnel (including sub-contractors) are briefed on the site safety and working conditions and the Supplier must use all reasonable endeavours to ensure that the personnel comply with those requirements. ▪ The Supplier shall, at the request of KFM Group, provide evidence in writing of health and safety policies and procedures in the capacity of KFM Group monitoring the performance of the Supplier in complying with its statutory obligations. ▪ The Supplier shall ensure that the requirements of all relevant statutes, including Occupational Health & Safety Acts, all Regulations, Codes of Practice and Australian Standards, relating to the protection and preservation of the health and safety of persons are met. ▪ In the event an apparent unsafe work practice or breach of any safety requirements is observed by KFM Group, or the Client, the Supplier Representatives involved will be notified immediately and shall be expected to cease work and make all reasonable efforts to correct the unsafe or unhealthy condition(s) or act(s). Satisfactory compliance shall be made within a reasonable, specified time. If the Supplier Representatives refuse to correct unsafe or unhealthy conditions or acts, KFM Group will initiate appropriate actions in accordance with the general Work Order provisions and may take one or more of the following steps: o Cease all works or a portion thereof (particularly in the case of an imminent danger), correct the situation and charge any costs to the Supplier o Hold all payments for the work being performed. o Invoke any penalties and/or terminate the Work Order o Limit access or request permanent removal from the site for individuals involved in the breach ▪ As part of their initial registration, all Suppliers are to submit a copy of its OH&S management plan. Where required, KFM Group will work with the Supplier in relation to any specific requirements that need to be incorporated into their standard plan in order to meet KFM Group's safety requirements. Note – KFM Groups agreement to the Suppliers OH&S management plan does not relieve Supplier from its responsibility for its employees, public safety, and compliance with all applicable safety requirements. ▪ Unsafe acts by individuals or repeated unsafe conditions are considered serious by KFM Group and will not be tolerated. In this regard the Supplier will be required to uniformly enforce a policy that states the disciplinary action may be applied when any individual violate site safety rules regardless of cause and position.
Site Safety Plan	▪ Where engaged under a Planned Maintenance Service Level Agreement, the Supplier may be asked to prepare prepare Site Safety Plan and ensure that they are displayed in suitable locations within the site being serviced. Such plans shall also be provided to all personnel who may work at the site or visit the Site. ▪ The Site Safety Plan shall include to the degree they are applicable to the scope of work: o OH&S statement and policy, including any goals and targets o Induction and safety training requirements o Instructions and requirements relating to the safe movement of persons, vehicles and equipment o Hazard reporting requirements o Incident and accident management protocols including KFM Group's incident reporting requirements o Injury management system o First aid facilities details o Any Standardised Work Instructions, rules of conduct and/or standard operating procedures. o High risk work instructions o SWMS or Safe Work Assessments o Responsibilities and lines of authority for the planned work. o PPE requirements o If respiratory protection is required, a "Respiratory Protection Program" must be prepared o Any KFM Group or Client safety rules – these take precedence in relation to any less stringent Supplier rules o Health monitoring arrangements o Emergency management plan o Details of any record keeping and auditing requirements o Any site-specific hazard reports including any asbestos register, site risk register EME report, etc. o Disciplinary policy for violation of safety rules.
Safe Work Assessment	▪ Before commencing any work, Suppliers will be required to complete a Safe Work Assessment that identifies any relevant hazards before conducting infrequent, or non-routine activities. The Safe Work Assessment will also describe the work to be undertaken and assign responsibility for hazard prevention or control of identified hazards, and state corrective action to prevent injury.

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High Risk Work	▪ Any task specific plans for high risk work e.g. asbestos removal work, confined space entry, work on energized systems, critical lifts, blasting or diving operations, must comply with the relevant regulatory requirements. For programs involving hazardous waste removal, treatment, or related construction activities, a specific plan meeting the requirements of the EPA will be required. ▪ For any high-risk work, or where required by legislation, the Supplier shall prepare Safe Works Method Statements (SWMS) for all activities nominating significant risks and precautions to be taken to protect health and safety including but not limited to: o Working at or above 1.8 metres in height, o Working with or near hazardous substances, o Working in confined spaces. o Description of the works and the potential risks associated with the work. o Name and qualifications of the persons who will supervise the work. o Name and qualifications of the person or persons who will inspect and approve work areas, work methods, protective measures, plant and equipment. o Identification of health or safety related standards or codes applicable to the work and where such standards may be viewed. o Training required for the works routines. o All health and safety instructions to be given to employees involved in the work.
Work Permits	▪ Permits are required for the following works and the permit request should be made to the site representative when arriving on site: o **High-Risk Work Permit**: Works identified as requiring and High-Risk Work Licence. o **Confined Space Entry Permit**: Confined spaces have hazards such as lack of oxygen or poisonous atmospheres. o **Drill, Core, Chase, Cut and Excavate Permit**: Used for all drilling, coring, chasing, cutting and excavating through any structure or full thickness of a floor surface (e.g. terrazzo, floor tiles). o **High Voltage Electrical Room Access and Works Permit**: Used when Suppliers require access to rooms or areas with high voltage electrical equipment o **Powered Nailing Tool Permit:** Relates to only low velocity/indirect Acting Explosive Power Tool (EPT), Gas Combustion Powered Tool and Pneumatic (compressed air) Powered Nailing Tool. Under no circumstances is a high velocity, direct acting type EPT to be used at any time. o **Hot Works Permit**: Relates to cutting and welding operations for activities that involve the use of portable gas or arc welding equipment, or involve soldering, grinding, or any other similar activities producing a spark, flame, or heat. o **Cold Works Permit:** Use for work where it is a requirement not to produce sufficient energy or sparks to ignite flammable atmospheres or materials. o **Roof Top Works Permit**: To be issued to all persons requiring access to a rooftop or elevated area o **Scaffolding Tag / Permit**: Issued for all scaffolding over the 4m requirement o **Elevated Work Platform (EWP) Permit:** Issued to personnel that require the EWP to carry out specific work. This permit is to be issued to Suppliers that require the use of a KFM Group or Client owned EWP
OH&S Incident Management and Reporting	▪ Any work place incident, near miss, property damage or injury (regardless the severity of the injury) must be verbally reported to KF Group and the Client Site Representative as soon as practically possible and then via email to KFM Group within 8 hours. A formal Non-Conforming Service / Incident Investigation report will be provided as part of this written notification outlining the incident, contributing factors, root cause and any corrective / preventative actions. ▪ The Supplier is responsible for promptly correcting all violations of safety and health standards, potential hazards, and other such safety-related problems within their area of responsibility. ▪ The Supplier is expected to maintain records of OH&S statistics, first aid cases, work- related injuries/illnesses, near misses, and property damage. A summary of any OH&S records is to be provided to KFM Group on request as permitted by legislation ▪ The Supplier is required to immediately to KFM Group all fatal or serious occupational injuries or illnesses (requiring hospitalisation) that occur in relation to the operation of their business, regardless of whether they have occurred in relation to work on behalf of KFM Group or not.
Training	▪ It is the responsibility of the Supplier to provide adequate safety training at its own expense and maintain all training records for its personnel. Copies of such training records may be requested from time to time by KFM Group. ▪ The Supplier is to ensure that it has adequately trained and equipped all persons performing work with hazardous chemicals. ▪ The Supplier is expected to conduct regularly scheduled "tool box" safety meetings with its employees and/or supervision as necessary to ensure safety is adequately addressed in its work planning and execution. The Supplier may be asked to provide notice of the time, place, and subject of these meetings in order to provide KFM Group the opportunity to observe.
Health and Safety Representatives	▪ The Supplier may be required to designate a qualified Health and Safety Representative that has the authority and support of the Supplier to conduct and coordinate the Supplier OH&S policies onsite. The duties and responsibilities of the Supplier's Health and Safety Representative shall be specified in the site-specific requirements e.g. "stop-work" authority. ▪ The Supplier Health and Safety Representative may periodically be expected to attend site Health Safety Quality and Environment Committee meetings with KFM Group site representatives. The purpose of this meeting will be to discuss safety, quality and environmental management related matters such as corrective actions, incident prevention, and new procedures and protocols.
PPE	▪ The Supplier will provide, at its own expense, all required Personal Protective Equipment (PPE) for its employees and all required safety equipment and supplies as needed.

ENVIRONMENTAL MANAGEMENT REQUIREMENTS

Basic Environmental Management Requirements	▪ The Supplier will be required to perform its work in a manner that complies with all environmental standards and requirements including any Environmental Aspects and Impact Matrix for the site, issued by the KFM Group. ▪ The Supplier will be expected to be committed to working with KFM Group to support and assist in the implementation and management of any environmental initiatives undertaken within the site or by the Client. ▪ The Supplier shall only use amounts of material and resources including electricity, oil, gas and water as is necessary for the efficient provision of the services relevant to any Work Order. ▪ The Suppliers employees must be trained in the use of appropriate equipment and their application with a view to maintaining the environmental responsibilities of the Client ▪ A written environmental management plan may be required to be submitted by Supplier to the KFM Group before any work can begin on site if required by the Client as a pre-condition to undertake work onsite.
Environmental Incident Management and Reporting	▪ The Supplier must immediately notify KFM Group of any pollution incident that may cause material harm to the environment, providing evidence that notification requirements of the Environment Protection Act 1970 have been met, if applicable. ▪ The same incident reporting obligations that apply to OH&S matters apply to environmental related incidents. ▪ In addition to the provisions of the General Work Order Conditions, should any substances or quantities of Suppliers chemicals found in any soil or water surrounding Client's property, the Supplier can choose to provide independent studies in addition to studies by any other party to compare results.
Energy and Water Conservation	▪ The Supplier is expected, in the supply of materials, to choose energy efficient products to reduce greenhouse gas emissions and report where this has been achieved. ▪ The Supplier is expected, in the supply of materials, to choose water efficient products (approved by Knight FM Group) to reduce water consumption and report where this has been achieved.

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SUPPLIER GENERAL TERMS

ID #: 3.2.1.6
REV: 28/03/2025

Doc Owner: Emily Cao

GENERAL WORK ORDER CONDITIONS

1 DEFINITIONS

1.1 In these Conditions:

- Agent – Act on behalf of, and authorised by, the Client to manage and engage Goods and Services on their behalf.
- Conditions – terms and conditions contained in this document.
- Client – The person, firm or company or entity described on the face of the Work Order (whether identified by name, number or any other means) that have requirements that are to be met by the provision of Goods and / or Services.
- Conditions – The terms and conditions contained herein
- Goods – All goods referred to in the Work Order to be provided by the Supplier.
- Intellectual Property – Any patent, copyright, design or trade mark and any right to the registration of any patent, copyright, design or trade mark, or any similar or like right, including rights to trade secrets, know-how and propriety or confidential information.
- Price – The price to be paid by the Client to the Supplier for the Goods or Services and includes all taxes, freight charges, duties, insurance, packaging etc.
- Services – The performance of work or services referred to in the Work Order, provided by the Supplier, on or off the Clients property.
- Supplier – The person, firm or company or entity described on the face of the Work Order (whether identified by name, number or any other means) that are to provide Goods and / or Services.
- Work Order – The written order for the provision of the Goods or Services issued by the Agent on behalf of the Client and incorporating these General Work Order Conditions.

2 PRELIMINARIES

2.1 This Work Order incorporating these Conditions shall represent the entire understanding of the parties.

2.2 This Work Order cannot be varied or amended except in writing.

2.3 These Conditions are additional to any other rights the Agent has at law

2.4 The Supplier's acknowledgement of this Work Order or commencement of work on the provision of Goods or Services shall be deemed an effective acceptance of the Work Order by the Supplier

2.5 By accepting this Work Order, the Supplier agrees to supply the Goods and/or Services in accordance with these Conditions and the Price shall be a firm lump sum and shall not be varied with fluctuations in the cost of labour and/or materials unless otherwise stated in this Work Order.

2.6 Where there is any inconsistency or discrepancy in the documents appended to this Work Order, the Conditions herein prevail.

2.7 Any terms, conditions or exclusions proposed by the Supplier have no effect and do not form part of this Work Order. By acceptance of this Work Order, the Supplier shall waive all conditions contained in any estimate or quotation where these are of variance with the conditions of this Work Order or with the general conditions of any service level agreement to which this Work Order applies.

2.8 The Agent may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

2.9 A failure, delay, relaxation or indulgence by a party in exercising any power, remedy or right conferred on the party by this Work Order does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Work Order. A waiver of a breach does not operate as a waiver of any other breach.

2.10 The Suppliers will exercise all due care and diligence in the provision of the service and cause a minimum inconvenience to the Client and occupants.

2.11 The parties hereto expressly agree and understand that no representation of promises of any kind, other than those written in this Work Order, have been made by either party to induce the other to enter into this Work Order.

2.12 In carrying out the Services, the Supplier is an independent entity and does not have any authority to act as Agent of the Client or on behalf of the Client, unless the Client expressly authorises the Supplier in writing. In particular, the Supplier does not have any authority to enter into contracts, make representations or incur liabilities on the Client's behalf unless specifically authorised to do so by the Client.

2.13 The Agent acts as an intermediary between the Client and the Supplier and is not liable to reimburse the Supplier for any costs associated with the provision of Services or penalties of any description. In no event shall Agent be liable for anticipated profits or for incidental or consequential damages.

2.14 The Client's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Work Order will in no case exceed the Price allocable to the Goods or Services or unit thereof which rises to the claim.

2.15 The provisions of this Work Order must be read having regard to provisions of certain legislation which may have the effect of giving the Client certain rights against the Supplier which cannot be excluded, restricted or modified by agreement between the Client and Supplier.

2.16 Any Goods supplied or Services performed that are not in accordance with these conditions or are defective in any way as determined by the Agent, shall be forthwith removed and replaced by the Supplier at his expense. The Agent reserves the right in such circumstances to recover from the Supplier any financial loss which may be incurred, either directly or indirectly from such occurrence.

2.17 Nothing in this Work Order shall have the effect of excluding, restricting or modifying such rights except to the extent to which they can lawfully be so excluded, restricted or modified and to the extent to which any provision of this Work Order purports to do otherwise it shall be of no effect.

2.18 These Work Order Conditions may be varied by the Agent by giving thirty (30) days' written notice to the Supplier. The Supplier will be deemed to accept any updated conditions unless a written response is provided to the Agent within fourteen (14) days of the date of the Agent's notice.

3 NOTICES

3.1 Any notices and invoices required to be given or served by either party to this Work Order shall be sufficiently given or served if delivered to the email address of the party to be served stated in this Work Order.

4 INVOICING AND PAYMENT

4.1 Invoices are to be submitted based upon the actual Services provided. However no additional payments will be made for Services which are beyond the scope of the Work Order.

4.2 Once the Services have been completed to the satisfaction of the Client (or as otherwise agreed by the Client), the Supplier may submit a detailed tax invoice to the Agent, in accordance with Agent's requirements, containing details of the Services and the Agent's Work Order reference number and the value match the agree Price (or less). Failure to meet these requirements will mean that the invoice is rejected by the Agent.

4.3 All invoices shall be addressed precisely in the name of the property owner and clearly marked as nominated in the Agreement Schedule

4.4 Services performed by Supplier shall be invoiced in such a manner as to ensure receipt by the Agent within three (3) calendar days after completion.

4.5 Each invoice submitted must be accompanied by a clear and legible copy signed copy of the Service Report and any certification, job dockets etc. detailing the work performed, materials used, time of arrival and departure, number of hours in attendance by the Supplier. The Service Reports must be acknowledged and signed off by the approved Client or Agent representative. it is a requirement that a signed off Service Report be provided for all Services undertaken.

4.6 Invoices, Service Reports, job dockets etc. must be provided electronically to the Agent for all works undertaken by the Supplier.

4.7 Suppliers Invoice will be paid as per the agreed terms of payment set forth in the Work Order or if not stated shall be Net 90 days, with disbursements occurring on 1st and 3rd week of the month.

4.8 Suppliers must submit their invoice for works completed works within a maximum of ninety (90) days of the completion of the works. Invoices that are not provided within this timeframe will not be accepted.

4.9 The commencement date relating to any terms of payment will take effect from the date that the invoice and all required Service Report paperwork has been submitted to the Agent and not the date of the invoice or job completion.

4.10 If the Services involve Planned Scheduled Maintenance works that continue over a period longer than 2 calendar months, then the Supplier may submit a detailed tax invoice to the Agent on the final day of each month, showing details of the Works carried out in that month.

4.11 Notwithstanding anything else in these Conditions, it is agreed and understood between the parties that this is a "pay when paid" agreement, where the Agent agrees to process the Supplier's invoice and purse payment by the Client in a commercially reasonable manner as per any agreed terms of payment. Supplier understands and accepts the fact that despite the Agent's commercially reasonable efforts to collect payment from the Client, payment of the Supplier's invoice is subject to the Agent receiving funds from the Client for the Goods or Services represented by the invoice.

5 VARIATION

5.1 Agent has the right at any time to make changes in assets, equipment, drawings, designs, landscape, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in cost, or the time required for performance, an equitable adjustment shall be made to the Price by mutual agreement between the parties to cover the cost of such variation in the Service and failing agreement by expert determination. This Work Order will be voided and cancelled and a new Work Order to be issued by the Agent. Supplier agrees to accept any such changes subject to this paragraph.

6 CODES OF PRACTICE

6.1 All Services executed under this Work Order will comply with relevant industry codes of practice and standards currently in force or as may be introduced during the term of this Work Order by Authorities or industry bodies having jurisdiction over the Site or the service provided.

7 SCOPE OF WORKS

7.1 The Client desires that the work described in the Work Order specifications (the Goods or Services) be carried out at the Site.

7.2 The Supplier is engaged to provide the Goods or Services (in consideration of the Price) as described in this Work Order, including all necessary or incidentals or deliverables that may reasonably be expected to be included for complete and comprehensive delivery of the Goods or Services, whether or not expressly noted in this Work Order.

7.3 The Supplier shall deliver the Goods or render the Services as described herein in every respect to the reasonable satisfaction of the Client and in conformity with all reasonable directions and requirements of the Agent. If unable to satisfy this Work Order, the Supplier must notify the Agent immediately.

7.4 The Supplier must satisfy itself as to the Client's requirements for delivering the Goods or Services.

7.5 All Goods and Services must be delivered at the delivery point specified in the Work Order. The date of delivery of the Goods or Services will be specified in the Work Order unless otherwise agreed in writing by Agent and Supplier.

7.6 If in order to comply with the required delivery date it becomes necessary for Supplier incur additional costs, any increased costs shall be paid by Supplier unless the necessity has been directly caused by Client.

7.7 It is presumed that time is of essence, and if delivery of Goods or rendering of Services is not completed by the required delivery date promised, Agent reserves the right, in addition to its other rights and remedies, to terminate this Work Order by notice in writing for Goods not yet shipped or Services not yet rendered, and to purchase substitute items or services elsewhere and charge Supplier with any loss incurred.

7.8 The Supplier must deliver Goods or Services using all due skill, care and diligence expected of a competent, skilled and experienced provider of the Goods or Services.

7.9 The Supplier agrees that the Services will be fit for any purpose expressly set out in this Work Order. The provisions of this clause will continue to apply after the Services are completed or the engagement is terminated for any reason.

7.10 On each occasion when the Supplier delivers Goods or renders Services, the Supplier will furnish a Service Report detailing the Goods or Services provided and any corrective works or recommendations as to any necessary repairs that in the Supplier's opinion should be carried out to the Site or any asset contained therein.

7.11 Before providing any good or service, the Supplier is to obtain all licences, permits, approvals and other authorisations required in connection with the Work Order.

7.12 The Supplier is responsible for keeping its work area clean and tidy at all times, any and all damage caused by the Supplier and/or its agents, servants or employees; and the removal of all rubbish relating to the Services, packaging, construction plant and surplus materials.

7.13 At the end of the season, the Supplier must remove any and all debris, equipment, and product left over from seasonal work activity.

7.14 The Supplier will make good any damage to the Site, assets or finishes caused by any act or omission of the Supplier in delivering the Goods or carrying out the Services.

7.15 If the Supplier is unable to complete any Services on it initial visit to the Site, then the Supplier must, before leaving the Site the Supplier must take all steps to eliminate any hazards and to leave the Site in a safe and secure condition, notify the Client and Agent of this and supply and affix any warning notices required by Client or Agent.

7.16 The property in the Goods will remain with the Supplier on the earlier of payment or until the Goods are delivered at the delivery point specified in the Work Order.

7.17 If the Supplier discovers any ambiguity in the Scope of Works or any other documentation supplied in the Work Order, they are to immediately contact the Agent for clarification before proceeding. The Agent will then determine the course of action.

8 MATERIALS AND REIMBURSEMENT OF COSTS

8.1 Excluding any items specifically noted as excluded in the Work Order, the Supplier shall pay for all materials, parts or components supplied by the Supplier in delivering the Goods or performing the Services, including Emergency Service Works.

8.2 Should there be an allowance amount set out herein for a maximum material sums then in the event the cost to Client of such materials, parts or components is estimated by the Supplier to be in excess of that amount, the Supplier prior to proceeding with the Services shall obtain the approval of the Agent for the undertaking of the Services and the cost of the materials, parts or components in relation thereto.

8.3 All Goods should be provided with a list of Safe Work Assessment. All information held by, or reasonably to, Supplier regarding any potential hazards known or believed to exist in transport, handling or use of the Goods will be promptly communicated to Client and Agent.

8.4 Supplier warrants that all Goods, wrappers and packages subject to this Work Order will bear all proper markings and labels required by any applicable legislation, treaties or conventions to which apply, and that Supplier will observe the requirements in these laws regarding packaging, labelling and carriage of hazardous goods.

8.5 Supplier will indemnify and hold the Client and Agent harmless for any loss or damage caused by improperly labelled goods.

8.6 Hazardous goods must be marked by the Supplier with international danger symbol(s) and display the name of the material in English. Transport and other documents must include disclosure of the hazard and the name of the material in English. Where relevant, Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings.

8.7 Each Goods shipment shall be properly packed, packaged, marked and shipped in accordance with the requirements of the transporting common carrier and in a manner that will permit securing of the lowest transportation rates.

8.8 The Client may reimburse the Supplier for costs and expenses reasonably incurred in carrying out the Supplier only if the Client:

- Has specifically agreed in writing to reimburse the Supplier on account of those items
- Has agreed to the amount which the Client will reimburse the Supplier before the Supplier incurs those costs and expenses.

8.9 Unless the Client otherwise agrees, reimbursement will be on the basis of cost to the Supplier only (without allowance for any profit or overhead). The Client will not reimburse the Supplier to the extent the Supplier is entitled to any discount, refund, credit (including goods and services tax credit), reimbursement or other allowance in relation to any cost or expense.

9 INDUCTION AND SITE DETAILS

9.1 Details of the site contact, delivery location and site contact details are contained within this Word Order. The Supplier must make contact with the site contact on this Work Order to arrange for access to the Site before the delivery date.

9.2 All individual employees of the Suppliers who attend the Site must be inducted as per the Site requirements prior to attending Site.

9.3 Details of the induction protocols for the Site can be requested from the Agent.

9.4 The Suppliers will at its own cost arrange for their employees to be inducted

9.5 A copy of any induction certification, relevant licences and photographic identification must be carried by all Supplier employees attending the Site to complete Services. Access to the Site may be refused without these items.

10 WARRANTY

10.1 Supplier warrants that the Goods or Services supplied in accordance with Work Order:

- Conform to all specifications and appropriate standards notified by the Agent
- Are new and free from any charges or encumbrances
- Are free from defects in material or workmanship
- To the extent that the functioning or operation of any aspect of the Goods or Services rely on, incorporate or otherwise utilise date code, the Goods or Services are year 2000 compliant
- Conform to any statements made on the containers or labels or advertisements for such Goods or Services
- Adequately contained, packaged, marked and labelled
- Are merchantable
- Will be safe and appropriate for the purpose for which goods and services of that kind are normally used
- Are fit for the particular purpose for which they are being acquired
- Conform in all respects to samples provided by the Supplier
- Do not infringe any Intellectual Property Rights of any third party.

10.2 The Supplier must provide guarantees, warranties and operating instructions as would normally be provided in respect of the Goods or Services provided unless otherwise specified in the Work Order. All Goods or Services provided by the Supplier shall include a minimum parts and labour warranty period of 12 months warranty.

10.3 When so required by the Client or Agent, Supplier agrees, at its own expense, to promptly replace or correct defects in any Goods or Services that do not conform with this warranty, without expense to Client or Agent, in a manner as directed by the Agent.

10.4 In the event of failure of Supplier to correct defects in or replace nonconforming Goods or Services promptly at the request of the Client or Agent, then the Agent, after reasonable notice to Supplier, may make such corrections or replace such Goods or Services and charge Supplier for the cost incurred in doing so.

10.5 Inspection, testing, acceptance or use of Goods or Services will not affect the Supplier's warranty obligation under this Work Order, and such warranties shall survive inspection, test, acceptance and use. Supplier's warranty shall be for the benefit of the Client, its successors, assignees, and users of products sold by Client.

11 PRICE WARRANTIES

11.1 Supplier warrants that the Price for the Goods or Services are not less favourable than those currently extended to any other customer for the same or similar articles in similar quantities.

11.2 In the event Supplier reduces the price for such Goods and Services during the term of this Work Order, Supplier agrees to reduce the Prices hereof correspondingly.

11.3 Supplier warrants that the Prices are complete, and no additional charges of any type including shipping, packaging, labelling, custom duties, taxes (other than goods and services tax), storage, insurance, boxing and crating, shall be added without Agent's express written consent.

11.4 The Supplier shall promptly notify the Agent of any amendments to the Regulations and Australian Standards and seek direction from the Agent in relation to amendment of the Scope of Works to be provided. Any such changes shall be confirmed in writing and any adjustment to the fee payable shall be based on fair market value and mutually agreed between the Agent and the Supplier.

12 NON-PERFORMANCE OF THE SUPPLIER

12.1 Without limiting the Client's rights under any other provision of this Work Order, the Client may at any time deduct from money due to the Supplier any debt or other money which may be due from the Supplier to the Client including any damages which may be due to the Client for breach of contract.

12.2 The Client or Agent may withhold such part of the payment due as, in its opinion, would cover the cost of omissions or defects in the Goods or Services provided for which payment is claimed. Any sum so withheld shall become due when such omissions or defects have been made good by the Supplier.

12.3 In the event of delay or failure to perform by Supplier, Agent, at its option, may purchase goods and services from other sources and reduce its schedules to Supplier by such quantities, without liability to Supplier, or have Supplier provide the goods and services from other sources in quantities and at times requested by Agent, and at the price set forth in the Work Order

12.4 In the event Goods or Services are received whose defects or nonconformity are not apparent on examination, the Client reserves the right to require replacement, as well as payment of damages.

12.5 Goods that are rejected and Goods supplied in excess of quantities stated in the Works Order may be returned to Supplier at the Supplier's expense and, in addition to Client's other rights, the Client may charge Supplier all expenses of unpacking, examining, repacking and reshipping such Goods.

12.6 If the Supplier performs Services not in accordance with this Work Order, following the Agent having given the Supplier adequate notice to rectify the work and the Supplier not having responded to such notice, the Client or Agent shall have the right to:

- Arrange to have the part of the Services not performed to be undertaken by others if the Supplier does not satisfactorily undertake the work within a specified reasonable time.
- Assess a fair and reasonable cost of the performance of the Services not performed and withhold payment to the Supplier for that part of the work

12.7 Nothing contained in this Work Order shall in any way the Supplier from the obligation of testing, inspection and quality control.

12.8 Any payment for the Goods or Services delivered hereunder shall not constitute acceptance thereof. The Client and Agent have the right to inspect the Goods and reject any or all of the Goods or Services which are, in Client or Agent's judgement, defective or non-nonconforming.

13 BUSINESS INTERRUPTIONS

13.1 The Supplier shall not unreasonably interfere with the normal use of the Site by the Client or tenants or other permitted occupiers or users.

13.2 Upon acceptance of this Work Order, the Supplier shall be held responsible for any consequential costs to the Client resulting from unplanned business interruptions due to failure to provide the Services described in this Work Order by the delivery time, excepting if that failure arises from industrial action, acts of God and other business interruptions beyond the reasonable control of the Supplier.

13.3 The Supplier shall be held responsible for any consequential costs to the Client and will be subjected to any associated penalties should the Suppliers actions lead to unplanned business interruptions.

14 INDEMNIFICATION.

14.1 Supplier agrees it shall be responsible for all direct or consequential damages to all real property, personal property, or equipment on the Client's Site caused by Supplier, its agents, employees or subcontractors or any other person present on the Client's Site under any other arrangement with the Supplier, except to the extent caused by the Client's negligence.

14.2 The Supplier independently and unconditionally agrees that in conjunction with any work performed under this Work Order on the Client's Site, the Supplier indemnifies the Client and Agent (including their respective officers, employees and agents) against any and all loss, damages, claims, proceedings, costs, charges, liabilities and expenses (including legal fees) suffered or incurred arising from:

- Loss of or damage to Site (including the Client's property)
- Death or injury of persons (including the Supplier's employees)
- As a result of any act, neglect, defect or default of the Supplier, its agents, employees or subcontractors related to its delivery of the Goods or Services;
- Resulting in any way from any from all damages suffered as a result of the failure of the Goods or Services to comply with all state, federal and local laws, rules and regulations.
- Any breach by the Supplier of this Work Order or any negligent act, error or omission in the carrying out of the Services arising out of this Work Order.
- Any other incident in connection with the provision of Goods or Services under this Work Order or Suppliers use of the Clients Site
- Any Supplier applied substances or chemicals found in any water or earth surrounding the Clients Site
- Any claim made against the Agent by any party due to Supplier's failure to deliver the Goods or Services in accordance with the requirements of the Work Order
- In connection with a breach by the Supplier of the OH&S / WH&S Laws
- The claims of infringements of Intellectual Property rights, patents, designs or copyrights made by the third party in respect of Goods supplied or Services rendered in response to this Work Order.
- The claims of infringements of Intellectual Property rights, patents, designs or copyrights in respect of Moral Rights, the Clientship of, or rights to use intellectual property that the Supplier uses or creates. In this clause Moral Rights has the meaning given to it by Section 189 of the Copyright Act 1968.

14.3 This indemnification shall be in addition to the warranty obligations of the Supplier, except to the extent caused by the Client's negligence.

14.4 This indemnification will continue to apply after the Services are completed or terminated for any reason.

15 INTELLECTUAL PROPERTY

15.1 The Supplier grants to the Client, the Agent and to the Client's nominated successors in title an irrevocable royalty free licence to use and copy any documents including and not limited to specifications and drawings that the Supplier produces pursuant to this Work Order in the fulfilment of the Services.

15.2 Supplier agrees that it will obtain or has obtained from each of its employees, written consent in respect of their Moral Rights and in respect of any work made, created or developed as part of the Works and will provide evidence of this on request from the Client.

16 FORCE MAJURE

16.1 The Agent and Client reserve the right to delay the acceptance of or cancel deliveries of any balances outstanding against the uncompleted orders should it at any time during the currency of the Work Order by reason of circumstances beyond the Agent or Client's control including acts of God, fire, explosion, war, civil commotion, riots, strikes, lockouts or any other industrial disturbance or any form of governmental intervention, (hereinafter called "Force Majeure") be unable to complete its obligations under the Work Order within the prescribed period, it shall immediately advise the Supplier in writing, setting out as fully as possible the circumstances of the Force Majeure.

16.2 In the case of Force Majeure, the Supplier shall hold such Goods or Services at the direction of the Agent and shall deliver them when the Force Majeure has been removed.

16.3 Either party will be excused from performing Work Order if performance has been made impossible by the occurrence of a contingency the non-occurrence of which was a basic

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assumption on which the contract was made, or by compliance in good faith with any applicable foreign or domestic governmental regulation or order, whether or not it later proves to be invalid.

17 CONFIDENTIALITY

17.1 The Agent maintains a privacy procedure. A copy of the obtained from the Office of the Agent.

17.2 This Work Order is confidential to the parties and, unless law requires disclosure, no party may disclose any portion of the Work Order to any other person without the express approval of the Agent.

17.3 This confidentiality shall extend to all information otherwise obtained, made available or sourced in relation to the Site by or from the Client (or Agent) and shall also extend to include any condition, service, compliance or element in any way associated with the Site, Client or Agent.

17.4 All drawings, specifications, or other confidential information supplied by Agent to the Supplier will remain the property of the Agent and will be returned to the Agent upon completion of this Work Order.

17.5 Unless otherwise agreed in writing and signed by both parties, no information disclosed by Supplier to Agent shall be deemed confidential.

17.6 Unless otherwise agreed in writing and signed by both parties, Supplier shall not, in any manner advertise or publish the fact that Supplier has contracted to furnish the Agent or Client the Goods or Services by this Work Order, or use any trademarks or trade names of Agent or Client in Supplier's advertising or promotional materials.

18 ASSIGNMENT AND SUBCONTRACTING.

18.1 Supplier will be responsible for all work done and Goods or Services supplied. The Supplier may not assign or subcontract its rights or obligations in relation to this Agreement without the Agent's written consent.

18.2 If there is an agreement from the Agent to permit the Supplier to subcontract all or part of the Services, then the Supplier must ensure that their nominated subcontractor fulfils the same requirements that the Supplier. As proof of this, the Supplier must ensure that the subcontractor is a registered Supplier of the Agent, provide a copy of the signed off scope of work between the Supplier and subcontractor.

18.3 The Client or Agent may assign its rights without the Supplier's consent. If directed by the Agent, the Supplier must enter into a deed of novation with the Client/Agent and such other party as notified by the Agent in such form as may be reasonably required by the Client. If the Supplier fails to enter into the deed of novation within 10 days of a request by the Agent, the Supplier irrevocably appoints the Agent as the attorney of the Supplier to execute the deed of novation on behalf of the Supplier.

19 INSURANCE

19.1 Supplier agrees that all Services shall be done as an independent Supplier and that the persons doing such work are not employees of Agent or Client and the Supplier shall maintain all necessary insurance coverages, with a reputable insurer and on reasonable terms and shall provide with the Agent copies of certificates of currency if requested by the Agent.

19.2 The Supplier agrees to effect and maintain a public liability insurance policy for an amount not less than the agreed amount of the maximum liability value in respect of accidents or incidents arising out of or in the course of or caused by the carrying out of this Work Order.

19.3 Where the Services include design or other professional services, Supplier will maintain sufficient professional indemnity insurance, with a limit per claim of not less than the agreed amount, to indemnify and defend Agent from any and all claims or liabilities arising out any claims in relation to the Services. This must maintained be throughout the carrying out of the Services and then for 6 years after completion of the Services.

19.4 The Supplier shall insure against any legal liability, loss claim or proceedings whatsoever, whether arising at Common Law or by virtue of any statue relating to Workers Compensation, covering all Supplier employees in or about the execution of the works.

20 SUPPLIER'S PERSONNEL

20.1 Supplier's personnel shall in no event be considered employees of Agent.

20.2 The Supplier will remain responsible for all wages, taxes, benefits, payroll deductions, remittances, and other obligations with respect to its personnel.

20.3 The Supplier shall at the request of the Agent produce satisfactory evidence that all debts incurred by the Supplier for wages, materials or any expense connected with the works have been paid.

20.4 The Supplier shall comply with all terms of any Award of an appropriate Industrial Commission, the B.U.S. Scheme, Work Care or similar, C.E.R.T. or M.E.R.T. and Long Service Leave.

20.5 Only appropriately qualified and experienced persons, who shall be properly supervised or directed by the Supplier, shall be engaged by the Supplier to carry out the Services.

20.6 The Supplier agrees to ensure that its employees, representatives, agents or subcontractors comply with all regulations and policies at Client's site and shall be responsible for all actions of its personnel. The Agent reserves the right to bar employees, representatives, agents or subcontractors of Supplier from the Site for failure to observe such regulations and policies. Breaches of any other specified conditions may also lead to the offending person being removed from the Site, and costs for repair/remedy being sought.

20.7 For Supplier's personnel are to be located at Client Site, the Supplier will furnish a complete list of those personnel.

21 OCCUPATIONAL, HEALTH, SAFETY

21.1 Without limiting the Conditions, the Supplier must, in the performance of its obligations arising out of this Work Order, eliminate risk to health and safety so far as is reasonably practicable, and, if it is not reasonably practicable to eliminate the risk to health and safety, reduce those risks as is reasonably practicable.

21.2 The Supplier is responsible for conducting risk assessments and for all aspects of occupational health and safety in the carrying out of the Services and must:

- Comply with all laws concerning the health, safety and welfare of people at work (OH&S / WH&S Laws) including ensuring appropriate consultation
- Do all things necessary to ensure that its employees, representatives, agents or subcontractors comply with all OH&S / WH&S Laws.
- Complete any Safe Work Assessment as required by the Agent
- Have a copy of the Safe Work Assessment and SWMS with them at all times while onsite at the Client's Site and present this when asked to do so by the Agent or Client Representatives.
- Provide a copy of any SWMS document relevant to the Services and have this available onsite when undertaking the Services

21.3 The Supplier shall be responsible for the safe handling and storage of all materials and chemicals used in the performance of the Work Order.

21.4 No chemical or material shall be used in relation to the Work Order without the prior approval of the Agent. Product Bulletins and Safety Data Sheets shall be provided and maintained for all chemicals and/or materials.

21.5 The Supplier's employees must wear / carry at all times the personal protective equipment relevant to the risk assessment for the task at hand. Additionally, the Supplier will ensure compliance with any Client Site rules that require personal protective equipment to be worn / available while onsite.

21.6 All Supplier Representatives must (at a minimum) wear/carry the following PPE items at all times whilst on site:

- Long sleeves shirt and long pants
- High-vis vest
- Closed shoes (minimum, with reinforced cap preferred)
- Safety glasses, hearing protection and safety gloves – where required

21.7 The Supplier shall only permit qualified persons, by training, qualification or experience, to operate equipment or machinery, and should verify the person's ability to operate such equipment through documentation review, training records and supervision observations over appropriate time periods.

21.8 The Supplier is responsible for providing first aid trained personnel and emergency medical care for its employees and subcontractor personnel.

21.9 The Supplier must ensure that all its personnel (including sub-contractors) are trained in all aspects relating to safety management and ensure that persons employed or engaged in the performance of any Services are provided with safe systems of work, adequate welfare facilities and such instruction and supervision as is necessary to enable the Services to be provided without risk to health and safety of any person

21.10 Supplier is to cease use or operation of vehicles or mobile plant / equipment when in potential contact with pedestrian and other vehicle traffic until it is deemed safe to continue operation as per the requirements of any Safe Work Assessment or SWMS.

21.11 All Supplier employees must be accessible via mobile phone at all times during work operations as part of any site health monitoring protocols.

21.12 Any chemical and consumable materials /products must be used in conjunction with the manufacturer's directions, SDSs and all applicable EPA rules.

21.13 Chemical and consumable materials /products cannot be stored on the Clients Site unless approved in writing by the Agent. If allowed, items are to be stored in a safe manner, meet all Client storage requirements, not to create a hazard to the environment, pedestrians and vehicles. The Agent or Client representatives may audit the inventory on hand at anytime.

21.14 Supplier will comply with the Clients environmental guidelines while performing fuelling and refuelling of their equipment while on Client's property. Supplier may only perform this activity in the designated area established by Agent or Client. When applicable, the Supplier is to have absorption material, adsorption socks, and magnetize mats (to cover drain openings) available and ready for deployment in case of a spill. If a spill occurs Supplier must immediately notify the Agent and Client.

21.15 The risk in the Goods will remain with the Supplier until the Goods are delivered at the delivery point specified in the Work Order.

21.16 In the event that the Supplier fails to comply with any safety regulations and/or fails to correct identified hazards, the Agent may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the Services; thereafter, a start order for resumption of Services may be issued at the discretion of Agent. In this regard the Supplier will make no claim for an extension of time or for compensation of damage by reason of, or in connection with, such stoppage.

22 ENVIRONMENTAL MANAGEMENT

22.1 The Supplier is to take all reasonable action to minimise the creation of waste and maximise reuse and recycling of waste generated from any works.

22.2 The Supplier will make all efforts to support and adhere to the waste management procedures and objectives of the Client. Any waste that is to be sent to land fill (or not in some other way recycled) is to be taken off site by the Supplier and not disposed of in the Client site's waste collection facilities.

22.3 The Supplier will, in the supply of materials, to choose energy efficient products to reduce greenhouse gas emissions and report where this has been achieved when requested.

22.4 The Supplier is expected, in the supply of materials, to choose water efficient products (approved by the Agent and Client where applicable) to reduce water consumption and report where this has been achieved when requested.

22.5 Supplier shall address all potential environmental issues and mitigate any potential negative impacts that may affect the Client's site including (without limitation):

- Dust
- Contaminants to air
- Contaminants to water
- Contaminants to soil

23 SETOFF

23.1 All claims for money due from Client shall be subject to deduction or setoff by Client by reason of any counterclaim arising out of this or any other transaction with Supplier.

24 TERMINATION FOR CAUSE.

24.1 The Agent may terminate Work Order or any part hereof for the following reasons:

- Any default by Supplier
- If Supplier fails to comply with any of the Conditions
- Late delivery
- Delivery of Goods or Services which are defective, or which do not conform to Work Order issued
- The institution of any proceeding by or against Supplier under any law relating to the relief of debtors
- Failure by the Supplier to provide Agent, on request, reasonable assurances of future performance.
- Failure to deliver or dispute in relation to another Work Order provided to the Supplier
- Any other reasons mentioned herein

24.2 If either the Supplier or the Agent fail to comply with or observe any of the provisions of this Work Order, then the party not being in default may give the other party written notice of such default, stating the party's intention to determine this Work Order and should the other party in default fail to rectify such default forthwith or within a specified period of such notice then the party not being in default shall be entitled by further written notice to determine this Work Order forthwith, which determination shall operate without prejudice to any right or liability accrued at the effective date of determination.

24.3 In the event of termination, the Agent and Client will not be liable to Supplier for any amount, and Supplier will be liable to the Client and / or Agent for any and all damages sustained by reason of the default which gave rise to the termination. In addition, Agent or Client may refuse to accept any undelivered Goods or unperformed Services and may return any Goods to the Supplier (at the Supplier's risk and expense) and recover all monies paid by the Agent for those Goods.

25 TERMINATION FOR CONVENIENCE

25.1 The Client and Agent reserve the right to terminate this Work Order or any part hereof by notice in writing to the Supplier. Supplier must stop all work on receipt of such notice.

25.2 Upon such termination, Client shall pay (without duplication) to Supplier the contract price for all goods or services that have been completed in accordance with this Work Order (that not previously paid for) and the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Goods or Services to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Work Order; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Supplier with Agent's written consent, and the cost of any damaged or destroyed goods or materials.

25.3 The Client and Agent will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Supplier in amounts in excess of those authorised in delivery releases not for any undeliverable goods that are in Supplier's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Client or Agent for finished goods or services that would be produced or performed by Supplier under delivery or release schedules outstanding at the date of termination.

25.4 Within 60 days from the effective date of termination, Supplier shall submit a comprehensible termination claim to the Client via its Agent, with sufficient supporting data to permit an audit by the Client and shall thereafter promptly furnish such supplemental and supporting information as the Client shall request. The Client or its Agent shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relation to any termination claim of Supplier.

25.5 The Client and Agent shall not be liable for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortised depreciation costs, or general and administrative burden charges from termination of this Work Order.

26 STATUTORY OBLIGATIONS AND GOVERNING LAW

26.1 The Supplier shall in the execution and performance of this Work Order comply with all statutes, regulations, ordinances, industrial agreements, rules, requirements or by-laws of Authorities, as notified or gazetted under State legislation from time to time, having jurisdiction over the Site, Good or Service.

26.2 This Work Order is to be constructed according to the laws of the country (and state/province, if applicable) from which the Work Order is issued as shown by the address of the Client, excluding the provisions of the United Nations Convention on Contracts for the International Sales of Goods and any conflict of law provisions that would require application of another choice of law.

26.3 This Work Order is governed by and must be construed in accordance with the laws of the State in which the property is located. The parties submit to the non-exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this Work Order.

26.4 Any action or proceedings by Client against Supplier may be brought by Client in any court(s) having jurisdiction over Supplier or, at Client's option, in the court(s) having jurisdiction over Client's location, in which event Supplier consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Supplier against Client may be brought by Supplier only in the court(s) having jurisdiction over the location of Client from which this Work Order is issued.

27 GST

27.1 Each amount payable by a party for the supply of Goods or the provision of Services to the other party under this Work Order shall be subject to the imposition of GST in terms of the Goods and Services Act 1999.

27.2 All Invoices, tax invoices, adjustment notes and other documents issued to the Agent by the Supplier, including prices payable by the Client, must separately identify the amount of any GST included in the price or otherwise sought to be recovered by the Supplier.

27.3 Where a Goods and Services Tax or similar tax ("GST") applies to the Work Order, the Supplier may pass on the net effect of the GST (taking into account adjustments of other taxes that might have been applicable to the Goods) to the Client to the extent that the Price is or is not stated to include GST.

27.4 If GST applies to a supply, the Supplier must ensure that:

- The invoice issued in respect of the supply is a tax invoice or adjustment note; and
- If no invoice is otherwise issued in respect of the supply a tax invoice or adjustment note is issued to the Client or Agent within 7 days of the GST liability being imposed on the supply or the adjustment event, as appropriate.

27.5 Each amount payable by a party for the supply of materials or the provision of services to the other party under this Agreement shall be subject to the imposition of GST in terms of the Goods and Services Act 1999.

27.6 If the fee or any other amount payable under this Agreement is GST exclusive, the Client will pay any GST required to the Supplier following receipt of a valid tax invoice. Otherwise the Supplier must pay all taxes and charges payable in connection with the carrying out of the Works or this Agreement.

28 INSOLVENCY

28.1 Agent may immediately terminate Agent Order without liability to Supplier where Supplier:

- Is unable to pay its debts as they fall due, or makes or commences negotiations with a view to making a general re-scheduling of its indebtedness, a general assignment, scheme of arrangement or composition of its creditors;
- It is taken (under section 459(F)(1) of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory Demand;
- It is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporation Act (or Supplier makes a statement from which the Agent reasonably deduces it is so subject);
- Takes any corporate action, or any steps are taken, or legal proceedings are started for;
- Its winding up, dissolution, liquidation, provisional liquidation or re-organization, other than to reconstruct, merge or amalgamate while solvent on terms approved by the Agent;
- The appointment of a controller, receiver, administrator, official manager, trustee, or other similar officer, of it or of any of its revenues or assets;
- Seeks or is granted protection from its creditors, under any applicable legislations;
- Becomes a bankrupt as defined in section 5 of the Bankruptcy Act 1966 (Cth) or action is taken which could result in that event;
- Commits an act of bankruptcy within the meaning of section 40 of the Bankruptcy Act; or
- Something having a substantially similar effect to the above happens in connection with Supplier under the law of any jurisdiction.

29 EXCLUSIVITY OF GOODS AND SERVICES TO CLIENT

29.1 The Supplier shall not provide services directly to the Client or the Agent's customers without written consent of the Agent. This includes the direct provision of Goods or Services or through other parties. This clause shall remain in force for not less than 12 months years after Work Order.

29.2 Supplier agrees that, at Agent's request or as provided by Agent in these Conditions, it will not, for a period of twelve (12) months following completion of the Services, assign those persons who directly and substantively performed services for Agent under Work Order issued and had access to Agent's information to perform similar Services to the Client for a competitor in the same line of business as Agent. This clause is subject to any limitations imposed by local law.

30 SUPPLIER RESPONSIBILITY FOR SUPPLIER WORKERS

30.1 The Supplier is liable to the Agent and Client for all acts and omissions of all Supplier workers.

30.2 The Supplier must ensure each Supplier worker:

- Is aware of all of the Supplier's obligations
- Complies with all of the Supplier's obligations applicable to that Supplier Workers, including the obligations in relation to: Intellectual Property, Privacy and Confidentiality, Health, Safety and Environment, Information and Reporting, Investigations and Audit, Indemnities (specifically in relation to releasing the Agent and Client from, and waive, all Claims against the Agent and Client. This includes any workers acting on behalf of the Agent or Client) and Business Practices.
- Does not cause the Supplier to breach any of the Supplier's Obligation

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