

ALS Terms and Conditions | Supply of Goods or Services

These terms and conditions form the basis on which the Supplier will supply the goods and/or services referenced under any Purchase Order or other Supply or Service Agreement with ALS Limited, or any of its affiliated Company's ("ALS"). These Terms may be supplemented by special conditions, description of goods and/or definitions of services and/or scope of work and details of fees and expense charged.

1. DEFINITIONS

Unless the context otherwise requires:

- 1.1 **Agreement** means the entire agreement between the Company and SUPPLIER as evidenced by these Terms and Conditions and the Purchase Order or original request document from ALS to the Supplier which references these Terms and Conditions, and any documents expressly referred to within or annexed to these Terms and Conditions and supersedes all prior agreements, understandings, negotiations and discussions in respect of its subject matter;
- 1.2 **Background Intellectual Property** means any Intellectual Property of a party created prior to commencement or independently of this Agreement;
- 1.3 **Code of Conduct** means the ALS Supplier code of conduct accessible at <https://www.alsglobal.com/-/media/ALSGlobal/Resources-Grid/ALS-Limited---Supplier-Code-of-Conduct.pdf>
- 1.4 **Company** means the ALS entity that SUPPLIER is to provide the Goods and/or Services to;
- 1.5 **Company's Representative** means the person appointed by the Company from time to time with authority to bind and represent the Company in instructing SUPPLIER to provide the Goods and/or Services;
- 1.6 **Confidential Information** (which includes Personal Information) means any information (in whatever form) or Documentation of a confidential nature (including information which the SUPPLIER or its personnel ought reasonably know to be confidential) which relates to the business, affairs or activities of the Company (including this Agreement);
- 1.7 **Delivery Date** means the date by which the Goods and/or Services supplied under this Agreement are to be delivered or provided by the SUPPLIER as required by the Company;
- 1.8 **Delivery Location** means the location to which any Goods and/or Services supplied under this Agreement are to be delivered by the SUPPLIER as required by the Company;
- 1.9 **Documentation** means any paper or other material on which there is writing, marks figures, symbols or perforation or any disc, tape or other article or material from which sound, images, writings or messages are capable of being produced or reproduced, provided by the Company or as directed by the Company to SUPPLIER for the purposes of the provision of the Goods and/or Services;
- 1.10 **Fee** means the aggregate amount payable to SUPPLIER by the Company for the Goods and/or Services;
- 1.11 **Goods** means goods, material, supplies, equipment supplied by the SUPPLIER to the Company under this Agreement;
- 1.12 **Human Rights** includes internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work.
- 1.13 **Intellectual Property** includes all registered and unregistered rights in respect of patents, trademarks, copyright, designs, trade secrets, know-how, inventions, rights in Confidential Information (including the right to enforce an obligation to keep information confidential), licences, computer programs, data, software (including source code, user manuals, technical information and other documentation relating to the use or operation of any computer programs or relevant systems and all other inventions or discoveries arising or resulting from intellectual activity, whether in Australia or elsewhere);
- 1.14 **Personal Information** means information or opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not; and whether the information or opinion is recorded in a material form or not;
- 1.15 **Services** means the whole of the services to be carried out and completed in accordance with the Agreement, including variations that SUPPLIER is required by the Agreement to execute in order to comply with all of its contractual obligations and includes the general scope of the services as described by SUPPLIER from time to time;
- 1.16 **SUPPLIER** means the entity that is to provide the Goods and/or Services to the Company;
- 1.17 **SUPPLIER's Representative** means the person appointed by SUPPLIER from time to time to represent SUPPLIER in the provision of the Goods and/or Services.

2. OBLIGATIONS OF SUPPLIER

- 2.1 The SUPPLIER agrees that it has satisfied itself as to the accuracy and completeness of any information supplied to it by the Company and accepts full responsibility for any use by it of such information including, without limitation, responsibility for any conclusions drawn by SUPPLIER from such information for the provision of the Goods and/or Services.
- 2.2 The SUPPLIER will supply the Services with the skill, care and diligence normally exercised by a similarly qualified and competent person in the performance of services of the same or similar nature.
- 2.3 The Services will be of the highest standard, fit for the purpose for which they are intended and in accordance with the Company's Specifications where those Specifications are made known to the SUPPLIER or in the absence of such Specifications, in accordance with any applicable standards set by the Standards Association of Australia or in accordance with applicable internationally recognised standards.
- 2.4 In relation to the provision of Goods, the SUPPLIER warrants that:
 - (a) the Goods will be of merchantable quality;
 - (b) the Goods will be free from defects in design, materials and workmanship, and suitable for the relevant purpose for which those Goods are being provided to the Company;
 - (c) the SUPPLIER has good and marketable title to the Goods and the Company will receive title to the Goods free of any charge or encumbrance;
 - (d) the SUPPLIER will obtain, at its cost, all usual trade and manufacturer, supplier and any other applicable third-party warranties together with any warranties specifically requested by the Company in respect to the Goods, and that it will assign the benefit of any third-party warranties to the Company including any warranties obtained from the SUPPLIER's sub-contractors;
 - (e) the SUPPLIER will take all reasonable action required by the Company to enforce any warranties or assist the Company to enforce them;
 - (f) the SUPPLIER has the requisite skill, competence, resources, commitment and personnel and is appropriately qualified and experienced to undertake all of its obligations



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- under this Agreement;
- (g) the SUPPLIER has sufficient numbers of properly qualified and experienced personnel at its disposal to supply the Goods and perform its obligations in accordance with this Agreement;
 - (h) the SUPPLIER is properly licensed, equipped, organised and financed to comply with all of its obligations under this Agreement;
 - (i) the SUPPLIER has full legal capacity and power to enter into this Agreement and to carry out the transactions contemplated by it;
 - (j) this Agreement constitutes its legal, valid and binding obligations enforceable against the SUPPLIER in accordance with its terms;
 - (k) no controller (being a receiver or receiver and manager of that property, or anyone else who, whether or not as agent for the person, is in possession, or has control of that property to enforce an encumbrance) is currently appointed in relation to any of its property, or any property of any of its subsidiaries;
 - (l) neither the execution of this Agreement nor the carrying out by it of any of the obligations this Agreement contemplates will contravene any law, approval or regulatory requirement;
 - (m) the SUPPLIER has adequate and appropriate health, safety and environment policies and procedures in place to ensure the safe, reliable and environmentally sound performance of the SUPPLIER'S obligations in accordance with this Agreement and all applicable approvals and regulatory requirements;
 - (n) the SUPPLIER will comply with all applicable export control, trade and economic sanction regulatory requirements of the country of origin of the Goods and will obtain all necessary export licenses, permits or other approvals necessary and incidental to the delivery of the Goods and/or Services.
- 2.5 The SUPPLIER warrants that at the time of entering into this Agreement, there is no conflict of interest that it has not previously declared to the Company in writing and the SUPPLIER undertakes to notify the Company in writing immediately if a conflict of interest arises.
- 2.6 The SUPPLIER will comply with all directions of the Company.
- 2.7 The SUPPLIER will communicate and consult with the Company throughout the delivery of the Goods and/or the provisions of the Services by and through the SUPPLIER' Representative, who will have authority to bind SUPPLIER in respect of all matters arising out of or in connection with the Agreement.
- 2.8 If the SUPPLIER considers that any Documentation, information or directions provided to it is insufficient to enable SUPPLIER to provide the Goods and/or Services or is incorrect, then SUPPLIER must notify the Company immediately.
- 2.9 If the SUPPLIER becomes aware of any matter that will change the scope, nature, character, quality, sequence or timing of the Goods and/or Services, then the SUPPLIER will promptly notify the Company of that matter.
- 2.10 The SUPPLIER will keep confidential and hold in strict confidence all Confidential Information disclosed to it by the Company and not disclose or permit to be disclosed to any other person other than to its personnel who require the Confidential Information for the purpose of providing the Goods and/or Services or make use of (including duplicating, reproducing, distributing, disseminating or directly or indirectly deriving information from the Confidential Information) any Confidential Information other than for the purpose of providing the Goods and/or Services. The SUPPLIER further undertakes:
- (a) to ensure that Confidential Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
 - (b) not to transfer the Confidential Information to a third party without the prior written consent of the Company, unless required or authorised by law;
 - (c) to ensure that its personnel are aware of SUPPLIER'S obligations under this clause and comply with the same obligations imposed on the SUPPLIER under this clause;
 - (d) to immediately notify the Company of SUPPLIER becoming aware of a breach of this clause and to fully cooperate with the Company to enable the breach to be contained and remedied;
 - (e) immediately notify the Company if SUPPLIER becomes aware that a disclosure of Confidential Information is or may be required or authorised by law or legally binding order of a court; and
 - (f) comply with such other privacy and security measures as the Company reasonably advises the SUPPLIER in writing from time to time.
- Nothing in this clause is intended to limit any obligation SUPPLIER may have to comply with data protection and privacy laws, whether in Australia or elsewhere.
- 2.11 The SUPPLIER must:
- (a) at all times do all things necessary to ensure the health and safety of the SUPPLIER'S personnel;
 - (b) provide safe and healthy working facilities and appropriate precautionary measures to protect employees from work-related hazards and anticipated dangers in the workplace;
 - (c) perform the SUPPLIER'S obligations in accordance with any applicable law, Australian or other applicable Standards and codes, mandatory approval of a regulatory authority, act, regulation or other statutory instrument of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;
 - (d) comply with all directions given by the Company with respect to workplace health and safety;
 - (e) comply with any statutory obligations, advisory standards, industry codes of practice or Australian Standards placed upon it under any applicable workplace health and safety legislation in each State or Territory where the Services are performed and comply with any applicable regulations made under that legislation;
 - (f) not cause, permit or tolerate an unsafe act or condition in respect to the provision of the Goods and/or Services;
 - (g) consult with the SUPPLIER'S personnel in relation to workplace health and safety matters, as required by all applicable regulatory requirements and good industry practice;
 - (h) provide workers with regular health and safety training;
 - (i) ensure that all of the SUPPLIER'S personnel complete a safety induction prior to commencement of any activities on Company owned or controlled premises;
 - (j) conduct and attend workplace health and safety related meetings as the Company directs from time to time;
 - (k) implement and have in place workplace health and safety procedures that include periodic assessments of all routine and non-routine hazards and risks relevant to the performance and use of the Goods and/or Services and appropriate plans, including the use of a risk register, to eliminate, reduce or mitigate those hazards and risks.
- 2.12 The SUPPLIER will respect Human Rights and ensure that its operational policies reflect the responsibility to respect Human Rights meaning that SUPPLIER will:
- (a) identify, prevent and mitigate any potential or actual adverse Human Rights impacts resulting from its activities through its relationship with subcontractors, suppliers or third parties;
 - (b) remediate any actual adverse Human Rights impacts which it causes or which it contributes as soon as practicable, including through, as appropriate:
 - (i) providing adequate compensation and other appropriate remedy to any victim of the adverse impact;



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- (ii) addressing the cause of adverse impact so as to avoid further similar adverse impacts; and
 - (iii) revising its operational policies and procedures, and any other action as may be necessary to avoid similar adverse impacts in the future.
 - (c) maintain and/or make available if requested, a complete set of records to trace the supply chain of the Goods and/or Services provided to the Company in connection with this Agreement; and
 - (d) permit the Company's accredited third-party audit service provider, on reasonable notice during normal business hours for the purposes of auditing the SUPPLIER's compliance with its obligations under this Agreement to:
 - (i) have access to the SUPPLIER's facilities;
 - (ii) have access to, and take copies of, the SUPPLIER's records and any other relevant information; and
 - (iii) meet with the SUPPLIER's personnel.
- 2.13 The SUPPLIER represents and warrants that as at the date of this Agreement SUPPLIER's responses to any Human Rights due diligence questions of the Company are complete and accurate and that SUPPLIER will notify the Company as soon as reasonably practicable if it becomes aware of any potential or adverse Human Rights impact resulting from its activities or through its relationship with subcontractors, suppliers or other third parties.
- 2.14 In providing the Goods and/or Services, SUPPLIER hereby undertakes to strictly comply with all laws prohibiting the bribery of public officials or private persons, and SUPPLIER undertakes to put in place and implement all necessary and reasonable policies and measures to prevent corruption.
- 2.15 The SUPPLIER declares that to its knowledge, its legal representatives, directors, employees, agents and anyone providing Goods and/or Services for or on behalf of the SUPPLIER to the Company under this Agreement, have not, and will not directly or indirectly offer, give, agree to give, authorise, solicit or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or similar whatsoever, for the purpose of corruptly influencing, rewarding or inducing the improper performance of such person or company in order to obtain or retain any business advantage in the performance of this Agreement.
- 2.16 The SUPPLIER must, and must ensure that its personnel, comply with the Company's Code of Conduct, and any other policies of the Company that are provided to it from time to time.
- 2.17 The SUPPLIER agrees that time is of the essence in the performance of the SUPPLIER'S obligations under the Agreement.
- 2.18 The SUPPLIER will hold all appropriate professional indemnity insurance, public and products liability insurance and will hold an appropriate level of workers compensation insurance as required by law for the purposes of providing the Goods and/or Services and will provide the Company with certificates of currency as evidence of this insurance, within 2 business days of a request from the Company.
- 3. OBLIGATIONS OF THE COMPANY**
- 3.1 The Company has endeavoured and will continue to endeavour (without being obliged to do so) to ensure the accuracy of any information provided to, or obtained by, the SUPPLIER or its Personnel from the Company. However, the Company does not warrant or guarantee the accuracy, sufficiency or otherwise of such information and disclaims all responsibility for it. The Parties acknowledge that any information so provided is for the convenience of the SUPPLIER only and does not form part of the Agreement unless otherwise expressly agreed by the Parties in writing, and that any tender submitted by the SUPPLIER and its subsequent execution and performance of the Contract is deemed to have been based on the SUPPLIER's own investigations and determinations.
- 3.2 The Company will:
- (a) endeavour to provide SUPPLIER with all Documentation, directions, information and access to any files, records and premises, reasonably necessary to enable SUPPLIER to provide the Goods and/or the Services. The failure of the Company to provide any Documentation, directions, information and access to any files, records or premises will not relieve the SUPPLIER of its obligations under this Agreement;
 - (b) communicate with SUPPLIER by and through the Company's Representative, who will have authority to bind the Company in respect of all matters arising out of or in connection with the Agreement;
 - (c) cooperate with SUPPLIER and will not interfere with or obstruct the provision of Goods and/or the Services.
- 4. PAYMENT**
- 4.1 In consideration for SUPPLIER providing the Goods and/or Services, the Company will pay to SUPPLIER the Fee within sixty (60) days of SUPPLIER issuing a valid tax invoice to the Company.
- 4.2 All expenses incurred by SUPPLIER in relation to the supply of the Goods and/or Services will be deemed to be included in the Fee. All amounts payable under or in connection with this Agreement ((including any amount by way of reimbursement, indemnity, damages or otherwise) are inclusive of all taxes unless expressed otherwise.
- 4.3 Tax invoices must be in a form acceptable to the Company and must contain the following information:
 - (a) where the Company has provided a purchase order number, contract or document reference number or similar, quote those numbers and attach a copy of the relevant document;
 - (b) a brief description of the Goods and/or Services provided in the period covered by the tax invoice; and
 - (c) include or be accompanied by:
 - (i) any information or documents required by any applicable tax regulatory requirement;
 - (ii) documentation which supports and verifies any expense for which the SUPPLIER claims reimbursement; and
 - (iii) timesheets or other supporting documents, recording work done and hours during which any Services were performed, for which the SUPPLIER claims payment;
 - (d) any further verification or documentation in relation to the tax invoice as is reasonably required by the Company.
- 4.4 If the Company disputes a portion of an invoice submitted by SUPPLIER, then the Company will pay the undisputed portion to SUPPLIER within sixty (60) days of the issue of that invoice and will notify SUPPLIER in writing of the reasons for disputing the remaining portion. SUPPLIER will continue to supply the Goods and/or and comply with its obligations under this Agreement while the parties attempt to resolve the dispute.
- 4.5 The Company may deduct from any moneys due or which may become due to the SUPPLIER all debts and liabilities (including the cost of remedying any performance of the Services or defective or damaged Goods) and moneys due or which may become due from the SUPPLIER to the Company whether under this Agreement or otherwise.
- 5. TITLE AND RISK**
- 5.1 The SUPPLIER must deliver the Goods to the delivery point nominated by the Company's Representative.
- 5.2 Full, unencumbered title in the Goods will pass to the Company on the earlier of:
 - (a) delivery;
 - (b) the Company making payment to the SUPPLIER for the Goods.
- 5.3 Risk in the Goods will remain with the SUPPLIER until delivery to and acceptance by the Company of the Goods.
- 5.4 The Company Representative has the right to inspect any of the Goods at any time to determine whether the Goods are in



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accordance with the Agreement and are to the standard provided for in the Agreement. If upon inspection after a direction by the Company Representative to dismantle or open up any part of a Good, the Good so inspected is not in accordance with this Agreement, the whole of the expense so incurred, including without limitation, any costs associated with putting that Good into a condition which is in accordance with the Agreement, will be borne by SUPPLIER.

6. DELIVERY

- 6.1 The SUPPLIER must deliver the Goods to the Delivery Location by the Delivery Date.
- 6.2 The SUPPLIER will include with any delivery of the Goods and/or Services on each single package, detailed identification documentation including a certificate of conformance which details the Agreement or purchase order number under which the Goods and/or Services are supplied, part number, description, serial/batch number and quantity delivered.
- 6.3 Where applicable, the SUPPLIER must provide a copy of the manufacturer's certificate of conformance along with the SUPPLIER'S certificate of conformance.
- 6.4 If the SUPPLIER becomes aware of anything that may cause a delay in delivery or the performance of all or any part of the Goods and/or Services to the Delivery Location by the Delivery Date, the SUPPLIER must immediately notify the Company in writing and provide full particulars of the reasons for the delay; the expected date of delivery or completion; the impact of the delay on the SUPPLIER'S obligations and the corrective action being taken by the SUPPLIER to overcome or minimize the delay. For the avoidance of doubt, acceptance by the Company of the Goods and/or Services after the Delivery Date does not amount to a waiver by the Company of its rights to claim against the Supplier for any loss or damage incurred by the Company due to the delay.
- 6.5 If any delay to part or all of delivery is delayed then, without limiting any other right or remedy the Company may have, by written notice to the SUPPLIER the Company may:
 - (a) terminate the supply of all or any part of the delayed Goods and/or Services, the purchase order or this Agreement;
 - (b) reject the delayed Goods and/or Services;
 - (c) accept the delayed Goods and/or Services.

7. LIABILITY AND INDEMNITY

- 7.1 The SUPPLIER indemnifies and agrees to keep indemnified the Company and its directors, officers, employees, representatives, agents and secondees (and releases each of them from, and waives all claims against them) against any loss, liability, damage, cost or expense (including any legal or other costs on a full indemnity basis) demand, claim, action, proceeding, prosecution, notice, investigation or suit, made, threatened or brought by or against a person, of any kind and however arising (whether directly or indirectly) and whether present, unascertained, immediate, future, prospective or contingent suffered or incurred by the Company under or in connection with this Agreement or the provision of the Goods and/or Services, arising from:
 - (a) use the Goods and/or Services;
 - (b) the SUPPLIER'S breach of this Agreement;
 - (c) any unlawful, wilful or negligent act or omission in connection with the Goods and/or Services or this Agreement of the SUPPLIER or the SUPPLIER'S personnel or that of its subcontractors;
 - (d) loss of or damage to property (including any third-party property);
 - (e) the death, illness or personal injury of any person;
 - (f) claim that the SUPPLIER'S intellectual property or the intellectual property created or supplied by the SUPPLIER in the provision of the Goods and/or Services pursuant to the terms of this Agreement and the use by the Company of any such intellectual property infringes the intellectual property of a third party;
 - (g) the disclosure of any Confidential Information, except in accordance with the terms of this Agreement.

- 7.2 The maximum liability of Company arising out of this Agreement will be limited to the aggregate of the fees paid to the SUPPLIER for the Goods and/or Services.
- 7.3 The Company will not be liable to the SUPPLIER for:
 - (a) any loss of use, opportunity or production, loss of interest, earnings or profit, holding or financial costs, business interruption or any indirect, incidental or consequential losses; and
 - (b) any loss, damage or claim to the extent that such loss, damage or claim was caused or contributed to by SUPPLIER or its employees, agents, consultants or contractors.

8. INTELLECTUAL PROPERTY

- 8.1 Intellectual Property in all drawings, reports, specifications, bills of quantities, calculations and other documents created or produced by SUPPLIER in connection with the Goods and/or Services or this Agreement will vest exclusively on its creation in the Company.
- 8.2 Each party will retain all right, title and interest to any of its Background Intellectual Property.
- 8.3 The Company grants to the Supplier a non-transferrable, revocable, non-exclusive, royalty-free licence to use Company Background Intellectual Property to for the sole purpose of providing the Goods and/or Services.
- 8.4 The SUPPLIER grants to the Company a non-exclusive, perpetual, irrevocable, transferable and royalty-free licence (including the right to sub-licence) to use, modify and develop any SUPPLIER Background Intellectual Property as is required to enable the Company the full enjoyment and benefit of the Services.
- 8.5 The SUPPLIER must ensure that any Intellectual Property developed in connection with the Goods and/or Services or this Agreement do not infringe on any third-party Intellectual Property rights.
- 8.6 The SUPPLIER must, at its cost, procure:
 - (a) a grant, in favour of the company, of all rights necessary to enable or facilitate the receipt and full enjoyment of the Goods and/or Services; and
 - (b) from any person or third-party who has moral rights in any part of the Intellectual Property developed in the connection with the provision of Goods and/or Services under this Agreement, an irrevocable and unconditional consent for the Company to use or develop the Intellectual Property.
- 8.7 The SUPPLIER must immediately notify the Company of any actual, alleged, potential or threatened claim or infringement of any third-party Intellectual Property rights.

9. DISPUTE RESOLUTION

- 9.1 If a dispute arises out of or in connection with the Agreement, then either party may by notice in writing served on the other party require that such dispute be resolved in accordance with clause 9.2.
- 9.2 Within fourteen (14) days after service of a notice under clause 9.1, senior representatives of each party must meet and use their best endeavours to resolve the dispute or agree on a process for resolving the dispute. If the dispute is not resolved or a process for resolving the dispute is not agreed to within 28 days of service of the notice referred to in clause 9.1, then the dispute may be resolved through litigation.

10. TERMINATION

- 10.1 The Company may terminate this Agreement or any part of it on the giving of 7 days written notice (**Termination Notice**) to SUPPLIER. Upon receipt of a Termination Notice, SUPPLIER must immediately take all possible action to mitigate any liabilities incurred by it as a result of such termination and take any other action reasonably required by the Company in relation to the termination.
- 10.2 If SUPPLIER breaches any term of this Agreement or is or



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becomes, in the reasonable opinion of the Company, insolvent or bankrupt, Company may terminate this Agreement immediately on the giving of written notice to SUPPLIER.

- 10.3 Neither party will be liable for any delay or failure to perform its obligations under this Agreement, to the extent that such delay is caused by an event beyond a parties reasonable control, which could not have been reasonably foreseen and is not able to be overcome by the exercise of reasonable care and proper precautions (Force Majeure Event). A Force Majeure Event will include, but not be limited to, an act of God, cyclone, fire, flood, act of war, epidemic, pandemic, terrorist attack, civil riot, governmental ruling or decree. A party effected by a Force Majeure Event must, within 7 days of the beginning of the Force Majeure Event, notify the other party of the Force Majeure Event and the obligations which are unable to be performed. If a Force Majeure Event continues for a period of more than 30 days, the Company may, at its sole discretion, terminate the Agreement.

11 GENERAL MATTERS

- 11.1 This Agreement constitutes the entire agreement between the Company and the SUPPLIER in respect of the Goods and/or Services and supersedes all previous agreements, understandings and negotiations in respect to the supply.
- 11.2 By providing the Goods or performing the Services, SUPPLIER is taken to have read and accept these terms and conditions.
- 11.3 The SUPPLIER and the Company each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrator, assigns and legal representatives of the other party in respect to all covenants and obligations of this Agreement.
- 11.4 The Company will have the right to and SUPPLIER will comply in all respects (including by providing unfettered access to SUPPLIER'S premises) with any audit by the Company or its agents of SUPPLIER'S documents and data held by SUPPLIER in relation to the Services.
- 11.5 Nothing in this Agreement obliges the Company to request or acquire any minimum level of Goods and/or Services from SUPPLIER.
- 11.6 This Agreement is not evidence of, nor does it create, an exclusive relationship between the Company and Supplier with respect to the Goods and/or Services.
- 11.7 SUPPLIER will not assign, sublet or transfer any right or obligation under the Agreement without the prior written consent of the Company. Company may assign its rights under this Agreement

without the consent of SUPPLIER.

- 11.8 Except where expressly provided in this Agreement, a provision or right created under the Agreement may not be varied or waived except in writing and signed by the relevant parties.
- 11.9 A notice purported to be served under this Agreement will be deemed to have been properly served if the same is in writing and is sent to the usual business address of the recipient by mail, telegram, facsimile, email or telex message or personal delivery for which a receipt is obtained.
- 11.10 Where any ambiguity, inconsistency or discrepancy exists between these Terms and Conditions and any other document forming part of the Agreement, these Terms and Conditions will take precedence.
- 11.11 Any provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction is, where possible, severed to the extent necessary to make this Agreement enforceable, unless it would materially change the intended effect of this Agreement.
- 11.12 This Agreement may be executed in any number of counterparts which, when taken together, constitutes one instrument.
- 11.13 To the extent the SUPPLIER's terms and conditions are supplied to the Company (including as printed on consignment notes, work order's, invoices or other documents or included in any tender submission), those terms and conditions will be of no legal effect and will not constitute part of this Agreement, even if any representative of the Company signs those terms and conditions or annexes the terms and conditions to a work order. Any references made by the Company to any such purchase order or SUPPLIER terms and conditions in subsequent correspondence is made only for the purposes of company identification of correspondence and facilitation of payment of invoices and does not indicate the Company's acceptance of the terms and conditions associated with any referenced purchase order.
- 11.14 The Agreement will be governed by the laws applicable to the following:
- 11.14.1 For PO's issued from North or South America then the law of the State of Texas in the United States of America will apply.
- 11.14.2 For PO's issued in Australia, then the Laws of the State or Territory in which the majority of the Goods and/or Services are provided will apply.
- 11.14.3 For PO's issued from Europe, then English law will apply.
- 11.14.4 For PO's issued from Africa, Asia-Pacific, or New Zealand, then or the law of the State of Queensland, in the Commonwealth of Australia will apply.