

The parties acknowledge and agree as follows:

1 The Contract

- 1.1 The agreement between us comprises:
 - (a) these Standard Terms and Conditions;
 - (b) the Order; and
 - (c) any document referred to in the Order as forming part of this agreement, (together "the Contract").
- 1.2 Acceptance or performance of the Order by you constitutes your acceptance of these Standard Terms and Conditions and the Contract.
- 1.3 Any reference to other terms and conditions in your quotation or any other documentation presented in connection with the Goods and/or Services will have no legal effect.
- 1.4 Where a separate written contract exists between the parties for the supply of Goods and/or performance of Services (which has been accepted by us in writing), the terms and conditions of that contract shall apply to the exclusion of this Contract.
- 1.5 To the extent that you are not supplying Goods under the Order, the provisions that apply to the supply of Goods have no effect.
- 1.6 To the extent that you are not performing Services under the Order, the provisions that apply to the performance of Services have no effect.

2 Supply of Goods and performance of Services

- 2.1 You must supply the Goods and/or perform the Services in accordance with the Contract, including the Standards.
- 2.2 The Goods must be:
 - (a) fit for the purpose for which Goods of the same kind are commonly supplied and for any other purpose specified by us;
 - (b) of merchantable quality; and
 - (c) new, unless otherwise specified by us in writing.
- 2.3 The Services must be performed with due care and skill by appropriately qualified and trained personnel.
- 2.4 The supply of Goods and/or performance of Services by you is on a non-exclusive basis and does not oblige us to request or acquire any minimum level of Goods and/or Services from you.

3 Price

- 3.1 We agree to pay you the Price for the supply of Goods and/or performance of the Services in accordance with clause 4.

4 Invoicing and payment

- 4.1 You must submit a Tax Invoice to us at the end of each month during the period in which:
 - (a) the Goods are delivered; or
 - (b) performance of the Services is completed.
- 4.2 Each Tax Invoice submitted by you must include:
 - (a) the subject matter of the claim for payment;
 - (b) the purchase order number; and
 - (c) all relevant records and substantiating documents to enable us to verify the amount of the invoice.
- 4.3 Subject to your compliance with clauses 4.1 and 4.2, we will pay you the amount set out in the Tax Invoice submitted by you under clause 4.1 within 30 days after receipt of that Tax Invoice, except where we:
 - (a) exercise our right to withhold, retain or set off part of the Price pursuant to clause 4.4; or
 - (b) dispute the invoice, in which case:
 - (i) we agree to pay the undisputed part of the invoice (if any) and withhold the balance pending resolution of the dispute in accordance with clause 22; and
 - (ii) if the resolution of the dispute determines that we are to pay an amount to you, we agree to pay that amount upon resolution of the dispute.

- 4.4 Without limiting any of our rights, we may:
 - (a) withhold or retain any moneys due to you under the Contract until such time as the Goods and/or Services comply with the terms of the Contract; or
 - (b) set off from any moneys due to you any amounts which you are liable to pay to us.

5 Site, security and environment

- 5.1 We will provide you with sufficient possession of and access to the Site for the proper performance of your obligations under the Contract. Nothing in this clause 5 confers upon you exclusive possession of or exclusive access to the Site.
- 5.2 Your obligations under the Contract are to be undertaken on or in the vicinity of an operational airport and that those operations, including safety and security requirements, may impact on the manner in which you perform your obligations under the Contract.
- 5.3 In carrying out your obligations under the Contract you must use your best endeavours not to interfere with any other occupier or user of the Site.
- 5.4 We will retain absolute and unfettered control over which persons will be given and be permitted to have Airside access at the Site.
- 5.5 You must:
 - (a) comply with any direction by us relating to the Site;
 - (b) ensure that all of your personnel wear and comply with the terms of issue of any security identification cards issued by us at all times while at the Airport and on the Site; and
 - (c) ensure that our premises are left secure, clean, orderly and fit for immediate use.
- 5.6 Without limiting your other obligations under the Contract, you must:
 - (a) supply the Goods and/or perform the Services safely and in a manner that does not put the health and safety of persons at risk;
 - (b) notify us of any safety incident at the Site;
 - (c) comply with all applicable environmental laws, guidelines and codes of practice including without limitation, the *Environment Protection and Biodiversity Conservation Act 1999* (Cth); and
 - (d) immediately:
 - (i) notify us of any contamination or environmental hazard or breach of any environmental legislation or requirement at the Site; and
 - (ii) remedy the contamination, hazard, breach or requirement to our satisfaction, where caused or contributed to by your act or omission.
- 5.7 You must only undertake work within the hours as set out in the Order, or notified by us in writing to you. You acknowledge that the working hours may differ between any zones on the Site.

6 Delivery of the Goods

- 6.1 You must ensure that the Goods are:
 - (a) delivered by the Delivery Date to the Delivery Point;
 - (b) properly packed including:
 - (i) a packing list;
 - (ii) shipping documents requested by us from time to time; and
 - (iii) in a manner suitable for transport to and storage at the Delivery Point; and
 - (c) clearly marked with the identification marks specified in the Order (if any). These identification marks must also be shown on drawings and dispatch and shop lists.
- 6.2 You must immediately notify us if it becomes reasonably evident that there may be a delay in you meeting the Delivery Date. If you are unable to meet the Delivery Date, we may (in our absolute discretion) amend the Delivery Date or terminate the Contract in accordance with clause 21.2.

- 6.3 You must complete all documentation and provide all reasonable assistance required by us to obtain reimbursement of, or exemption from, any Taxes imposed on the Goods.
- 6.4 You must provide to us at our request:
- copies of all Technical Materials relating to the Goods; and
 - progress reports setting out in such detail as we require the status of the design, manufacture, testing and delivery of the Goods which are to be supplied under the Contract.

7 Inspection and acceptance of the Goods and/or Services

- 7.1 We will not be deemed to have accepted any Goods until we have had a reasonable time to inspect the Goods after delivery. Signing of delivery receipts by us or a third party before inspection does not constitute acceptance of the Goods.
- 7.2 If upon inspection we determine that any Goods and/or Services are Defective, we may:
- reject the Defective Goods and/or Services by returning them to you; or
 - make good the Defective Goods and/or Services and accept the Goods and/or Services.
- 7.3 You agree to, at our option:
- refund any payments made by us (including any freight charges) in respect of any Defective Goods and/or Services that we reject;
 - make good the Defective Goods and/or Services that we reject; or
 - reimburse us for any expenses we incur in making good any Defective Goods and/or Services.
- 7.4 Any inspection, testing, acceptance or payment of some or all of the Goods and/or Services does not in any way:
- alter your obligations under the Contract; or
 - affect our rights to claim for any damage or loss we may suffer because of your breach of warranty or failure to fulfil any of your other obligations under the Contract.
- 7.5 If we accept any Goods and/or Services from you which do not comply with the Contract, this decision does not:
- bind us to accept future shipments or orders of Goods or performance of Services which do not comply with the Contract; or
 - affect your obligations in respect of the supply of Goods and/or performance of Services.

8 Title and risk in the Goods

- 8.1 Title to the Goods, or any part of them, passes to us when:
- we first make payment towards the Goods; or
 - the Goods are delivered to the Site, whichever is earlier.
- 8.2 Risk in the Goods does not pass to us until:
- we accept the Goods after inspection; or
 - in the event that the Goods are Defective, we elect to make good the defects.
- 8.3 You warrant that at the time of delivery of the Goods:
- you have full ownership of the Goods free of any liens, charges and encumbrances and are supplying the Goods to us on that basis; and
 - we will be entitled to full, unencumbered and quiet possession of the Goods.

9 Defects Period

- 9.1 If, during the Defects Period, we find any of the Goods to be Defective, we may by written notice, at our option:
- return the Defective Goods to you;
 - make good the Defective Goods; or
 - require you to rectify the Defective Goods.
- 9.2 During the Defects Period, within 14 days of our notice to you under clause 9.1, you agree to, at our option:
- repair, replace or otherwise make good, free of charge, any Defective Goods; or

- reimburse us for any expenses we incur in making good the Defective Goods or in returning Defective Goods to you.

- 9.3 Any repairs or replacement Goods supplied by you under this clause 9 will be subject to the same Defects Period as the original Goods commencing from the date of repair, rectification, replacement or reperformance.
- 9.4 The remedies in this clause 9 are in addition to any other remedies available at Law.

10 Performance of the Services

- 10.1 You must perform Services:
- from the Commencement Date; and
 - by the Completion Date or for the Term, unless the Contract is terminated.
- 10.2 You warrant that you have, and you will be deemed to have, allowed for the provision of all equipment, materials and work necessary to properly supply the Goods and/or perform the Services, whether or not expressly mentioned in the Order.
- 10.3 You must perform the Services:
- exercising due care, skill and judgment;
 - in an efficient, professional and cost effective manner; and
 - in accordance with:
 - all applicable Standards;
 - the Contract, and all guidelines, procedures and directions made by us; and
 - your design obligations under the Contract, including the preparation and submission to us of any design documents required for the purposes of the Contract.
- 10.4 You must immediately notify us if it becomes reasonably evident that there may be a delay in you performing the whole of the Services by the Completion Date or expiry of the Term. If you are unable to perform the whole of the Services by the Completion Date or the expiry of the Term, we may (in our absolute discretion) amend the Completion Date or terminate the Contract in accordance with clause 21.2.
- 10.5 You must comply with all applicable Laws and the requirements of any Government Authority and ensure that you possess all relevant authorisations, permits and Licences to perform the Services.
- 10.6 Without limiting clause 10.5, you must comply with:
- all applicable occupational health, safety and environmental laws, guidelines and codes of practice including, without limitation, the *Occupational Safety and Health Act 1984* (WA);
 - all occupational health, safety and environmental guidelines, rules and procedures provided to you by us;
 - applicable drug and alcohol testing and management programs, Laws, guidelines and codes of practice including, without limitation, the *Civil Aviation Safety Regulations 1998* (Cth); and
 - drug and alcohol management plans, guidelines, rules and procedures provided (including on request) to you by us and as may be updated from time to time.
- 10.7 You must provide us with evidence of your compliance with your obligations under clauses 10.5 and 10.6, if requested.

11 Variations

- 11.1 You must not change the Goods and/or Services except as directed by us.
- 11.2 We may at any time direct a Variation by written notice to you.
- 11.3 Within 7 days of receipt of the notice referred to in clause 11.2, and before the you carry out the Variation, you must provide to us a detailed breakdown of the increase or decrease in the Price as a result of the Variation.
- 11.4 A Variation may involve the omission of any part or parts of the Goods and/or Services and you agree that we may engage others to perform that part or parts so omitted. You acknowledge that any one or more omissions do not constitute a basis to allege that we have repudiated the Contract

notwithstanding the extent or timing of the omission.

- 11.5 The rate or price for each Variation must be determined by agreement between you and us, or in the absence of agreement a fair and reasonable valuation of the Variation must be made by us.
- 11.6 You are not entitled to any payment (pursuant to the Contract or otherwise at common law, equity, statute or code) in relation to any Variation unless you have:
- been directed to carry out the Variation pursuant to clause 11.2; and
 - given notice of the detailed breakdown of the increase or decrease in the Price in accordance with clause 11.3.
- 11.7 No Variation issued in accordance with the Contract vitiates or invalidates the Contract.
- 11.8 If you consider that any direction given by us would constitute a Variation, you must, within 7 days after receiving the direction, and in any case before progressing any work in compliance with the direction, give notice in writing to us of the reasons why you consider the direction is or would constitute a Variation.
- 11.9 Upon receipt of the notification under clause 11.8, we must within 14 days, do one of the following (in writing):
- retract the direction;
 - confirm the direction as a Variation and you must provide us with a detailed breakdown of the increase or decrease in the Price in accordance with clause 11.3; or
 - reject the direction as a Variation, in which case you may refer the Dispute for resolution in accordance with clause 22.

12 Indemnity

- 12.1 You indemnify us against any loss, expense or damage (including reasonable legal costs) suffered or incurred and arising from or in connection with any:
- negligence by you in connection with supplying of Goods to us and/or performing the Services;
 - failure by you to comply with any relevant Laws in connection with supplying of Goods to us and/or performance of the Services; and
 - claim that you have infringed or allegedly infringed the IP Rights of any person.
- 12.2 Your liability to indemnify us will be reduced proportionally to the extent that a negligent act or omission of ours has contributed to your loss, expense or damage.

13 Insurance

- 13.1 You must effect and maintain, at your own expense, appropriate insurance policies for the duration of your obligations under the Contract.
- 13.2 You must, at your own expense, obtain and maintain with solvent and reputable insurers during the term of the Contract the insurance cover at the amounts specified below (unless otherwise specified by us in writing):
- public and products liability insurance:
 - Goods only: \$20,000,000;
 - Services / Goods & Services:
 - \$20,000,000 where there is no Airside component; or
 - \$50,000,000 including a provision extending the policy to Airside where there is an Airside component;
 - workers compensation insurance:
 - Goods only: not applicable.
 - Services / Goods & Services:
 - as required under the *Workers Compensation and Injury Management Act 1981* (WA); and
 - liability at common law for \$50,000,000 any one accident;

- professional indemnity insurance:
 - Goods only: not applicable;
 - Services / Goods & Services:
 - including design: \$5,000,000 any one occurrence and \$10,000,000 in the aggregate; or
 - not including design: not applicable; and
- motor vehicle insurance:
 - Goods only: not applicable;
 - Services / Goods & Services:
 - own damage: market value;
 - third party damage: \$20,000,000 where there is no Airside component or \$50,000,000 including a provision extending the policy to airside where there is an Airside component.

- 13.3 You must provide evidence of such insurance upon our request.

14 Our Material

- 14.1 You must ensure that any of Our Material provided to you is used strictly in accordance with any conditions, restrictions or directions from us.

15 Intellectual property

- 15.1 We grant you a licence to reproduce and use Our Background IP as necessary for the sole purpose of you complying with your obligations under the Contract. We may revoke this licence at any time by notice in writing to you.
- 15.2 You must not reproduce, use or otherwise deal with Our Background IP, or allow any other person to do the same, for any purpose other than performing its obligations under the Contract.
- 15.3 All Project IP vests in and is owned by us.
- 15.4 We grant you a non-exclusive, royalty-free, non-transferable licence to use, reproduce, modify and adapt the Project IP for the sole purpose of performing your obligations under the Contract. The licence will endure until the termination or the expiry of the Contract, whichever is earlier. We may revoke this licence at any time by notice in writing to you.
- 15.5 You must not reproduce, use or otherwise deal with the Project IP, or allow any other person to do the same, for any purpose other than performing your obligations under the Contract.
- 15.6 You grant to us a worldwide, perpetual, irrevocable, royalty-free, non-transferable licence to use, reproduce, modify and adapt Your Background IP to the extent necessary to exercise our rights with respect to the Contract.
- 15.7 You assign to us all of your rights, title and interest, including all IP Rights, in all documents which you create in connection with the Contract and which you are required to provide to us under the Contract, on their creation.
- 15.8 You must procure the assignment of all rights, title and interest, including all IP Rights, in all documents created by sub-consultants or other contributing parties in connection with the Contract and which you are required to provide to us under the Contract, from those persons to us on their creation.
- 15.9 You must, if required by us, do all further things necessary to give effect to the assignments in clauses 15.7 and 15.8.
- 15.10 You will not use any material in which there are IP Rights incapable of being assigned to us, without our written approval. If we approve, you must ensure that we are provided with an unrestricted, non-exclusive, irrevocable and transferable, royalty-free licence to use the subject material of those IP Rights on terms acceptable to us.
- 15.11 You must not infringe the IP Rights of any third party when performing the Services or providing the Goods.
- 15.12 You must notify us as soon as you become aware of, and provide all reasonable assistance we request regarding, any suspected, threatened or actual infringement of:
- Our Background IP; and
 - Project IP.

16 Confidential information and Privacy

- 16.1 You must not, and you must ensure that your employees and Subcontractors do not, disclose or give to any person any Confidential Information except:
- with our prior written consent, which consent may be given or withheld in our absolute discretion; or
 - if you are required to do so by law; or
 - if the information is in the public domain other than by reason of breach of this clause; or
 - where it is reasonably necessary for you to seek professional advice or to defend yourself from any suit or claims.
- 16.2 You may only use the Confidential Information for the purpose of performing your obligations under the Contract.
- 16.3 In respect of any Personal Information that you collect, hold, use and otherwise handle, or which is disclosed to the you, under or in connection with the Contract, you must comply with all provisions of the Privacy Law and take all necessary steps to ensure that such Personal Information is protected against misuse, loss and unauthorised access.
- 16.4 You must not, and must ensure your Subcontractors do not, advertise or issue any information, publication, document, footage or article for publication, media or social media release or other publicity relating to the Goods, Services, the Contract or our business and activities without our prior written approval.
- 16.5 You must refer any enquiries from the media concerning the Goods, Services, the Contract or our business and activities to us.

17 Warranties

- 17.1 You warrant that the Goods will:
- be free from defects in design, materials and workmanship;
 - be fit for purpose;
 - be of merchantable quality; and
 - meet the Standards.
- 17.2 You warrant that the Services will:
- be performed in accordance with the Contract;
 - be performed with appropriate skill and care and to a high quality consistent with services of a similar nature;
 - be fit for purpose; and
 - meet the Standards.
- 17.3 You must procure for our benefit any applicable manufacturer's or supplier's warranty for the Goods. Where the benefit is incapable of being procured you must procure the benefit of any applicable manufacturer's or supplier's warranty for your benefit by holding the benefit of such warranties on trust for us.
- 17.4 You warrant that at the date of the Contract, you are not aware of any claim for infringement of IP Rights or for the breach of any obligations of confidence, arising out of the manufacture, sale or use of the Goods or the performance of the Services.
- 17.5 You warrant that:
- subject to any licence of IP Rights provided under clause 15.1, after the assignments in clause 15.7 and 15.8 we will own all of the IP Rights in the documents which you are required to provide to us under the Contract;
 - neither you nor any of your Subcontractors, sub-consultants or other contributing parties have licensed, assigned or in any way disposed of, or granted, any rights in respect of those IP Rights;
 - the IP Rights assigned pursuant to clauses 15.7 and 15.8 do not infringe any rights, including IP Rights, of another person;
 - you have maintained confidentiality with respect to that part of the IP Rights being assigned under the Contract which comprises know how and rights to have confidential information kept confidential; and
 - in relation to any licence provided under clause 15.10, you have the right to grant that licence, and use of that subject material by us in connection with the supply

Goods and/or the performance of the Services or otherwise will not infringe any rights, including IP Rights, of another person.

18 Taxes

- 18.1 You are responsible for any Taxes levied on, in respect of, or in connection with the supply of the Goods and/or the performance of the Services.

19 GST

- 19.1 If GST is imposed on any supply made by you under or in connection with the Contract, you may recover from us, in addition to the Price, an amount equal to the GST payable in respect of that supply upon the provision of a Tax Invoice.

20 Force Majeure Event

- 20.1 No party will be liable to the other for any failure in the performance or observance on its part of any obligation or condition expressed or implied in the Contract (other than an obligation to pay money) to the extent that such failure is attributable to a Force Majeure Event.
- 20.2 A party affected by a Force Majeure Event must:
- promptly notify the other party giving full particulars of the Force Majeure Event and the probable delay in the performance or observance of the obligation or condition;
 - mitigate the effects of the Force Majeure Event using all reasonable precautions and any reasonable alternative measures; and
 - resume performance of its obligations as soon as practicable but, in any case, no later than 30 days, after termination or abatement of the Force Majeure Event.
- 20.3 If a Force Majeure Event continues:
- for a continuous period of 60 or more days; or
 - for successive periods totalling 120 or more days within any period of 360 days,
- then the party not claiming the protection of this provision may terminate the Contract or the applicable Order with immediate effect by notice in writing to the other party.

21 Termination and suspension

- 21.1 We may terminate the Contract at any time and in our sole discretion by giving you 7 days prior written notice.
- 21.2 We may, by written notice to you, immediately terminate the Contract if you have:
- failed to:
 - deliver the Goods by the Delivery Date; or
 - perform the whole of the Services by the Completion Date or the expiry of the Term; or
 - you are otherwise in breach of your obligations under the Contract and:
 - such breach is not remedied within 7 days of the receipt of a written notice from us; or
 - if such breach is remedied but repeated, at any time after the receipt of such a notice.
- 21.3 We may terminate the Contract at any time by written notice to you, without prejudice to our rights at law or otherwise, if you take any action or any steps are taken or legal proceedings commenced for:
- your winding up, dissolution, liquidation or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by us (which approval will not be unreasonably withheld); or
 - the appointment of a controller, administrator, official manager, trustee or similar officer to you or any of your revenues and assets.
- 21.4 If we have failed to pay you an amount due in breach of clause 3, subject to our rights under clause 4, you may give notice to us requiring payment of that sum. If we fail to pay the outstanding sum within 60 days after receipt of your notice, you may by further notice to us, which refers to this clause, terminate the Contract.
- 21.5 Upon receipt of a written notice of termination from us, or you terminate by notice to us, you must:

- (a) stop work (except to the extent specified in the notice from us);
 - (b) take such action as necessary or as we direct, for the transfer, protection and preservation of our property; and
 - (c) do your best to minimise the costs of termination to us.
- 21.6 If the Contract is terminated by us in accordance with clause 21.1, we will only be liable for the payment for:
- (a) accepted Goods and/or Services performed to the date of termination; and
 - (b) extra costs necessarily and reasonably incurred by you as a result of termination subject to our rights of set off, and we will not be liable for compensation for loss of your prospective profits.
- 21.7 If the Contract is terminated by us under clauses 21.2 or 21.3, we will only be liable for payment for the Goods and/or Services carried out to the date of termination subject to our right of set off. We may employ other persons to complete or perform the Contract. Any cost incurred by us in employing other persons to complete or perform the Contract under this clause 21.7 will be a debt due from you to us.
- 21.8 If the Contract is terminated by us under clauses 21.2 or 21.3, the rights of the parties will otherwise be as though we terminated the Contract as a result of your repudiation.
- 21.9 Any expiration or termination of the Contract does not affect:
- (a) any rights of the parties which may have accrued before the date of termination; and
 - (b) the rights and obligations of the parties under clauses 11, 15, 16 and 22 which survive termination of the Contract.
- 21.10 The parties' rights under this clause 21 are without prejudice to any other rights or remedies the party may have whether under the Contract or otherwise at Law.
- 21.11 We may, at any time and for any reason by notice to you, suspend performance of your obligations under the Contract.

22 Dispute resolution

- 22.1 If a Dispute arises, the parties must, prior to the initiation of any legal action, use their best efforts in good faith to reach a reasonable and equitable resolution of the Dispute.
- 22.2 Despite the existence of a Dispute, the parties must continue to perform their respective obligations under the Contract.

23 Assignment and sub-contracting

- 23.1 You must not assign or novate your rights and obligations under the Contract without our prior written consent. We may withhold consent in our sole discretion and/or make consent conditional.
- 23.2 We may assign or novate any or all of our rights and obligations under the Contract.
- 23.3 You must not subcontract any of your obligations under the Contract without our prior written consent. We may withhold consent in our sole discretion and/or make consent conditional.
- 23.4 You must ensure that Subcontractors are subject to the same requirements with respect to security, safety and environment as you are under the Contract. We may direct you to terminate any Subcontract for a breach of any security, safety or environmental requirement of the Contract.
- 23.5 You will be vicariously liable to us for all acts, omissions and defaults of your Subcontractors (and those of the employees and agents of your Subcontractors) relating to or in any way connected with supply of the Goods and/or performance of the Services.

24 Other matters

- 24.1 Part 1F of the *Civil Liability Act 2002 (WA)* is excluded from operation with respect to any dispute, claim, action or any matter whatsoever arising out of or in connection with the Contract.
- 24.2 If you are a trustee, you enter into the Contract personally and in your capacity as trustee and have the power to perform your obligations under the Contract.
- 24.3 Any of our rights under the Contract may only be waived by us in writing signed by our duly authorised representative.

- 24.4 We may exercise a right, remedy or power in any way we consider appropriate.
- 24.5 If we do not exercise a right, remedy or power at any time, this does not mean that we cannot exercise it later.
- 24.6 To the extent of any inconsistency in the standard to which the Goods are to be supplied or the Services performed, the higher standard will prevail.
- 24.7 Our rights, remedies and powers under the Contract are in addition to any rights, remedies and powers provided at Law.
- 24.8 If any part of the Contract is illegal, or unenforceable, that part will be severed from the Contract and the balance of the Contract will remain in full force and effect.
- 24.9 The Contract and any Order issued under it comprises the whole agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively Conduct) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter.
- 24.10 Should there be any discrepancy between the documents comprising the agreement between the parties the following order of precedence is to be applied:
- (a) clause 1 to 28 of the Contract; and
 - (b) the Order.

25 Ipso Facto Laws

- 25.1 The parties agree:
- (a) the rights of a party under the Contract (including clause 21) are subject to the operation of sections 415D, 415G, 434J to 434M and 451E to 451H of the Corporations Act (Ipso Facto Laws); and
 - (b) to the extent of inconsistency between any provision of the Contract and the Ipso Facto Laws, the relevant provision of the Contract will be read down or severed from the Contract, so as to maintain as far as possible, the original effect and intent of the Contract.

26 Modern Slavery and Business Ethics

- 26.1 You represent and warrant that:
- (a) having made reasonable enquiries and to the best of your knowledge, with respect to or in connection with the subject matter of the Contract, you and any of your officers, directors, employees, Related Bodies Corporate, Subcontractors or agents:
 - (i) have not engaged in or allowed; and
 - (ii) will not engage in or allow, any conduct which would comprise Modern Slavery or would be a Modern Slavery Law Violation; and
 - (b) you will otherwise comply, and will ensure your officers, directors, employees, Related Bodies Corporate, Subcontractors or agents otherwise comply, with the Modern Slavery Laws.
- 26.2 You must comply, and must ensure your officers, directors, employees, Related Bodies Corporate, Subcontractors or agents at all times comply, with the Supplier Code of Conduct.

27 Governing law

- 27.1 The Contract is governed by the laws of Western Australia.
- 27.2 The parties agree to submit to the exclusive jurisdiction of the courts of Western Australia.
- 27.3 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not in any way apply to the Contract.
- 27.4 The Contract is subject to the Airports Act and all other laws applying to the Airport and any matter or thing occurring, done on or otherwise related to the Airport. If the Contract imposes an obligation which is inconsistent with the Airports Act or any other law, the Airports Act will prevail to the extent of the inconsistency.

28 Definitions and Interpretation

28.1 In the Contract unless the contrary intention appears:

Airport means Perth Airport, Perth, Western Australia and all adjacent land and roads controlled by us.

Airports Act means the *Airports Act 1996* (Cth).

Airside means those parts of the Site that are designated 'airside', including:

- (a) all areas used for the surface movement of the aircraft, as well as adjacent terrain and buildings (and any parts of those areas) that:
 - (i) have controlled access; or
 - (ii) may directly or indirectly affect (or have the potential to affect) the operation or safety of aircraft movements; and
- (b) all areas designated 'airside' by us.

Commencement Date means the date(s) on which you are to commence the Services as specified in the Order.

Completion Date means the date(s) on which you are to complete the Services as specified in the Order.

Confidential Information means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties before, on or after the date of the Contract relating to the business, technology or other affairs of Perth Airport Pty Ltd.

Corporations Act means the *Corporations Act 2001* (Cth).

Defects Period means 24 months commencing on the date of delivery of the Goods, as extended pursuant to the Contract.

Defective means Goods and/or Services which are not in conformity with the Contract.

Delivery Date means the date(s) on which you are to deliver the Goods as specified in the Order.

Delivery Point means the place(s) where the Goods are to be delivered as specified in the Order.

Dispute means any dispute, difference of opinion or disagreement whatsoever between the parties arising under, out of or in connection with the Contract.

Force Majeure Event means an event or circumstance which:

- (a) is beyond the control and without the fault (including breach of contract) or negligence of the party affected by the event or circumstance and could not have been reasonably anticipated by the party affected as at the Commencement Date;
- (b) by the exercise of reasonable diligence, the party affected is unable to prevent; and
- (c) is limited to:
 - (i) war (declared or not), blockade, revolution, riot, civil commotion or sabotage;
 - (ii) earthquakes, flood, fire or other physical forms of natural disasters, but excluding weather conditions, such as heat waves or rain, regardless of severity; and
 - (iii) industrial disputes at a state wide or national level,

but does not include any inability (for any reason whatsoever) to pay or make payment.

Goods means the goods or any part of the goods specified in the Order.

Government Authority means any national, state, local, regional, territorial or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body, having jurisdiction over the supply of Goods, performance of the Services or us.

GST has the same meaning as in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

IP Rights are all current and future registered and unregistered rights in respect of copyright, designs, circuit

layouts, trade marks, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967.

Law means any statute, ordinance, code, law, decree, circular, rule or regulation by any Government Authority, whether currently in force or coming into force on or after the date of the Contract.

Licences means all licences, qualifications, registrations and other statutory requirements necessary for the supply of the Goods and/or performance of the Services under the Contract.

Modern Slavery means:

- (a) any offence under Division 270 or Division 271 of the *Criminal Code Act 1995* (Cth) as amended from time to time;
- (b) the holding (or the arranging or facilitating of the holding) of another person in slavery or servitude, or forcing another person to undertake compulsory labour, where a person knows or ought to know that the other person is being forced to perform compulsory labour;
- (c) the arranging or facilitating (or aiding the arranging or facilitating) of the travel of another person with a view to that person being exploited;
- (d) trafficking (or the arranging or facilitating of the trafficking) in persons, within the meaning of any international protocol or international convention on that subject binding on Australia from time to time;
- (e) the arranging or facilitating (or aiding the arranging or facilitating) of work conditions contravening the principles and objectives of International Labour Organisation conventions C029, C105, C138 and/or C182; or
- (f) any conduct of the above kinds prohibited by another law applicable to you, or a Subcontractor from time to time in relation to this Contract.

Modern Slavery Law means:

- (a) any Law of the Commonwealth of Australia or any State or Territory of Australia (including any applicable common law, law of equity, any written law, statute or regulation or other instrument made under statute by any Governmental Authority) pertaining to Modern Slavery; and
- (b) any Law of a country other than Australia, pertaining to Modern Slavery, which applies to us, you or a Subcontractor from time to time in relation to the Contract.

Modern Slavery Law Violation means a situation where you or a Subcontractor has, in connection with the subject matter of the Contract or a Subcontract (as the case may be), breached any Modern Slavery Law.

Order means a direction (or more than one direction) by us in writing, to supply Goods and/or perform Services, which may include amongst other things a description of the Goods and/or Services, the Price, the Commencement Date, the Completion Date, the Term and a purchase order number.

Our Background IP means IP Rights owned by or licensed to us (including know-how and technical information) which exists prior to the date of the Contract or is developed or acquired by us independently of the Contract, and which is made available to you under or in connection with the Contract, but does not include the Project IP.

Our Material means any property, information, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions provided to the you by us for the purpose of the Contract.

party or parties means you or us.

Personal Information is any information or an opinion about a natural person that is reasonably identifiable, including personal information as defined in the *Privacy Act 1998* (Cth), that you obtain, generate or disclose in connection with the Contract.

Price means the price for the Goods and/or Services as specified in the Order.

Project IP means IP Rights discovered or coming into existence as a result of, for the purposes of or in connection with the supply of the Goods or the performance of the Services in accordance with the Contract, but does not include your Background IP.

Privacy Law means:

- (a) the *Privacy Act 1988* (Cth);
- (b) any privacy code approved by the Australian Information Commissioner under the *Privacy Act 1988* (Cth); and
- (c) any other applicable Laws relating to the handling of Personal Information.

Related Bodies Corporate has the meaning given to it by sections 9 and 50 of the Corporations Act.

Services mean the services or any part of the services as specified in the Order.

Site means the part of the Airport where the Goods are to be delivered and/or the Services are to be performed.

Standards means all industry standards and government regulations applicable to the Goods and/or Services.

Subcontract means each contract entered into between you and a Subcontractor to perform part of your obligations under the Contract.

Subcontractor means the contractors and suppliers engaged by you to perform part of your obligations under the Contract.

Supplier Code of Conduct means our code of conduct for suppliers found on our website.

Tax Invoice has the same meaning as in the GST Act.

Taxes means all taxes under any Law, including all sales, excise consumption and use taxes including any value added tax, storage taxes, income, profit, fringe benefits, franchise and personal property taxes, payroll and employment taxes, levies, imposts, deductions, charges, withholdings and duties (including, stamp, customs and transaction duties), licence and permit fees together with any related interest, penalties, fines and other statutory charges.

Technical Materials includes plans, designs, drawings, engineering information, data, specifications, reports, accounts.

Term mean term of the Contract as specified in the Order.

Variation means any change to the Goods and/or Services, including any addition, increase, decrease, omission, deletion or removal to or from the Goods and/or Services.

you and **your** means supplier of the Goods and/or Services.

Your Background IP means IP Rights owned by or licensed to you (including know-how and technical information) which exists prior to the date of the Contract, but does not include the Project IP.

we and **us** and **our** means Perth Airport Pty Ltd.

28.2 In the Contract unless the contrary appears:

- (a) the singular includes the plural and vice versa;
- (b) if a period of time is specified and dates from a given day or the day of an actual event, it is to be calculated exclusive of that day;
- (c) a reference to a clause is a reference to a clause in the Contract;
- (d) a reference to a third person or a third party is a reference to a person who is not a party to the Contract;
- (e) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (f) a reference to "dollar" or "\$" is a reference to Australian Dollar; and
- (g) the words "including" and "include" are a reference to "including, but not limited to".

28.3 Headings are inserted for convenience only and do not affect the interpretation of the Contract.

28.4 This Contract must not be construed adversely against a party just because that party prepared it.