

PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In the Contract, the following definitions apply unless and to the extent the context otherwise requires or indicates:

Associated Goods means the goods to be supplied by the Supplier as part of the Services under the Contract (as described in the Company PO) and includes goods, materials, equipment, parts and any other ancillary items that would reasonably be required or anticipated as part of the supply.

Anti-Corruption Law means laws anywhere in the world which are intended to prohibit bribery and corruption, including: (a) *Bribery Act 2010* (UK); (b) *Foreign Corrupt Practices Act 1977* (USA); and (c) *Criminal Code Amendment (Bribery of Foreign Public Officials) Act 1999* (Australia).

Background IP means the Intellectual Property Rights existing prior to the date of the Contract.

Company means the company specified in the Company PO.

Company PO means a document titled 'purchase order' and having a unique serial number which is issued by the Company to the Supplier for the provision of goods, works or services by the Supplier to the Company, together with all documents attached thereto or expressly incorporated therein and any other provisions, things or matters agreed between the Parties and expressly incorporated therein.

Completion means:

- (a) with respect to the Services, when the Supplier has completed the performance of the Services to the reasonable satisfaction of the Company; and
- (b) with respect to the Goods, when the Supplier has delivered the Goods to the Delivery Location and the Goods have been accepted by the Company.

Completion Date means the date on which the Supplier achieves Completion.

Contract means the contract comprising the Company PO and these Purchase Order Terms and Conditions.

Contract Sum is the amount set out in the Company PO, as varied in accordance with the Contract.

Date for Completion means the date(s) specified in the "Requested Delivery" field in the Company PO, being the date(s) by which the Supplier must achieve Completion.

Defects Liability Period means 24 months from the Completion Date.

Delivery Location means the location(s) to which the Supplier must deliver the Goods, as noted in the "Ship To" field in the Company PO.

Goods means the goods to be supplied by the Supplier under the Contract (as described in the Company PO) and includes goods, materials, equipment, parts and any other ancillary items that would reasonably be required or anticipated as part of the supply.

Intellectual Property Right means any patent, design (whether registered or not), trademark, trade name, copyright or other protected right.

Jurisdiction means:

- (a) if both the Site and the Delivery Location are located in Australia, the state or territory of Australia where the Site is located;
- (b) if one of the Site and the Delivery Location is located in Australia, the state or territory of Australia where it is located; and
- (c) in any other case, Western Australia.

Party means a party to the Contract, being each of the Company and the Supplier.

Project IP means the Intellectual Property Rights procured, developed, discovered, created, generated or coming into existence as a result of, for the purpose of, or in connection with the performance of the Contract.

Proportionate Liability Legislation means:

- (a) Part 1F of the *Civil Liability Act 2002* (WA);
- (b) Part 4 of the *Civil Liability Act 2002* (NSW);
- (c) Chapter 2, Part 2 of the *Civil Liability Act 2003* (Qld);
- (d) Part 9A of the *Civil Liability Act 2002* (Tas);
- (e) the *Proportionate Liability Act 2005* (NT);
- (f) Part IVA of the *Wrongs Act 1958* (Vic);
- (g) Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA); and
- (h) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT).

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Services means the services and/or works to be provided by the Supplier under the Contract (as described in the Company PO), including the supply of Associated Goods.

Site means the location(s) to which the Supplier must provide the Services (and any Associated Goods), as noted in the "Address To" field in the Company PO.

Specification means any specification applicable to the Services and/or the Goods, as described in the Company PO.

Supplier means the entity specified as such in the Company PO.

Taxes means all taxes, levies, duties and assessments of whatever kind, including sales taxes, value added tax (or equivalent), goods and services tax (or equivalent), income taxes, stamp duties, import/export taxes, customs duties, excise taxes, social and health insurance and workplace payments, employment imposts such as superannuation guarantee, fringe benefits tax, payroll tax, Pay As You Go (PAYG) taxation instalments or withholding, together with any penalties, fines or interest or similar additions.

Variation means any:

- (a) increase or decrease (including omission) in the Services;
- (b) increase or decrease (including omission) in the amount of any Goods;
- (c) change in the character or quality of the Services or the Goods; or
- (d) change to the Date for Completion.

1.2 In the Contract, unless the context otherwise requires or indicates:

- (a) references to:
 - (i) a Party includes the Party's successors and assigns;
 - (ii) persons include companies, associations, firms, authorities and bodies corporate;
 - (iii) the singular includes the plural and vice versa;
 - (iv) currencies mean Australian currencies; and
- (b) headings do not affect the meaning of the Contract;
- (c) no provision of the Contract must be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of the Contract or that provision;
- (d) where examples of a general term are given (whether or not using words such as 'includes' or 'including'), the use of the examples does not limit what else may be included; and
- (e) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds and benefits all of them jointly and each of them severally.

1.3 Capitalised terms that are not otherwise defined in the Contract have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

2. Performance

- 2.1 The Supplier must perform the Services and/or supply the Goods in accordance with the terms of the Contract and in accordance with all directions of the Company.
- 2.2 The Supplier is required to furnish all documents and data (including engineering drawings, manuals and certifications) as specified in the Contract or that may be reasonably required by the Company. The Supplier grants the Company permission to hold and use all documents and data in relation to the Services supplied and acknowledges that the Company can rely on the documents and data with respect to the acceptance and use of the Services and/or the Goods.
- 2.3 The Supplier must comply and ensure that each of its subcontractors comply with all applicable laws and requirements of governmental authorities and all lawful directions given by the Company or the Company's authorised personnel.
- 2.4 The Supplier shall at its cost obtain and maintain all permits, licences, registrations and approvals and give all notices necessary for the performance of its obligations under the Contract.

3. Time for performance

- 3.1 The Supplier must perform its obligations under the Contract with due expedition and without delay.
- 3.2 The Supplier must ensure that it completes the performance of the Services and the supply of the Goods by the Date for Completion.
- 3.3 If an event or circumstance arises which may prevent the Supplier from achieving Completion by the Date for Completion, the Supplier must give notice to the Company within 2 business days after commencement of such event or circumstance and provide all relevant details.
- 3.4 If the Supplier is prevented from achieving Completion by the Date for Completion due to a breach of Contract by the Company and the Supplier has given notice as required by clause 3.3, then the Supplier will be entitled to a reasonable extension of time to the Date for Completion, as determined by the Company.
- 3.5 The Company may, at any time and in its sole discretion, direct a suspension to the performance of the Contract or direct the Supplier to accelerate performance of the Services or the delivery of the Goods.
- 3.6 If the Supplier fails to achieve Completion by the Date for Completion, the Supplier must pay to the Company liquidated damages at the rate of 1% of the Contract Sum for every calendar day after the Date for Completion until (and including) the Completion Date or the date the Contract is terminated by the Company, whichever occurs earlier. If for any reason this clause 3.6 is void, invalid, does not apply or is otherwise unenforceable so as to disentitle the Company from recovering liquidated damages, the Company is entitled to recover unliquidated common law damages suffered or incurred as a result of the Supplier failing to achieve Completion by the Date for Completion. The Supplier's liability under this clause 3.6 shall be limited in value to 10% of the Contract Sum. Any damages payable under this clause 3.6 is a debt due and payable from the Supplier to the Company.

4. Standard of performance

- 4.1 The Supplier must properly, carefully and skilfully carry out all of its obligations under the Contract.
- 4.2 The Supplier represents and warrants that the Services shall be performed:
 - (a) in a safe manner, free from risks to health and safety; and
 - (b) in accordance with good industry practice and any applicable law.
- 4.3 The Supplier represents and warrants that the Services and the Goods:
 - (a) are fit for the purposes for which they are commonly used and for any other purposes stated in or reasonably

inferred from the Contract and other documents and information provided by the Company;

- (b) comply with the Contract and the Specifications;
 - (c) do not and will not infringe or contribute to the infringement of any Intellectual Property Rights;
 - (d) are free from defects;
 - (e) comply with any applicable laws; and
 - (f) are performed by appropriately qualified and experienced personnel.
- 4.4 The Supplier represents and warrants that the Goods and the Associated Goods are free from any encumbrance or other third party interest at the time that title in the Goods or the Associated Goods passes to the Company.

5. Title and risk

- 5.1 Title in the Associated Goods will pass to the Company upon the earlier of:
- (a) payment for the Associated Goods;
 - (b) incorporation of the Associated Goods into the Services; and
 - (c) delivery of the Associated Goods to a location directed by the Company.
- 5.2 If the Associated Goods are not incorporated into the Services, risk in the Associated Goods remains with the Supplier unless and until the Company gives a direction for the purposes of clause 5.1(c) and the Associated Goods are delivered to the relevant location and accepted by the Company. If the Associated Goods are incorporated into the Services, risk in the Associated Goods remains with the Supplier until the Services reach Completion.
- 5.3 Risk associated with the care, control, custody and protection of the Services (including any temporary works, the Associated Goods and any equipment brought onto the Site for the purposes of the Services) remains with the Supplier until Completion.
- 5.4 Title in the Goods will pass to the Company upon the earlier of payment for the Goods and delivery of the Goods to the Delivery Location.
- 5.5 Risk in the Goods remains with the Supplier until the Goods are delivered to the Delivery Location and accepted by the Company.

6. Access to the Site

- 6.1 The Company will give the Supplier non-exclusive access to the parts of the Site at the times and for the periods which are reasonably necessary to enable the Supplier to comply with its obligations under the Contract.
- 6.2 The Supplier may only access the Site for the purpose of performing its obligations under the Contract at the times provided in the Contract or otherwise approved by the Company.
- 6.3 The Supplier:
 - (a) acknowledges that the Company and others will or may be carrying out work or performing activities on the Site at the same time as the Supplier; and
 - (b) must cooperate with and coordinate its activities with the work and activities being carried out by the Company and others on the Site.

7. Occupational health and safety

- 7.1 The Company will provide a site and job safety induction to each of the Supplier's personnel carrying out the Services (or any part of the Services) on Site.
- 7.2 The Supplier must ensure that it and its personnel:
 - (a) abide by and fully comply with all relevant Company occupational health and safety policies and procedures when performing work for the Company and directions of the Company;
 - (b) abide by and fully comply with all laws in respect of safety;

- (c) exercise reasonable and necessary precautions which are appropriate to the nature of the Services and the conditions under which the Services is performed;
 - (d) receive adequate training to ensure tasks are undertaken in a manner that minimises the risk to their own health and safety and the health and safety of others, and do not undertake any tasks for which they have not received adequate training; and
 - (e) attend all meetings required by the Contract or as directed by the Company.
- 7.3 The Supplier must:
- (a) as soon as practicable notify the Company of any incident or accident which results in injury to any of the Supplier's personnel on the Company's premises, on Site or while performing work for the Company; and
 - (b) within 24 hours after the occurrence of the incident or accident, provide a report to the Company which includes:
 - (i) details of the injury suffered as a result of the incident or accident; and
 - (ii) any other information required by the Company.
- 7.4 The Supplier must keep the Company fully and regularly informed of all safety matters arising out of, or in any way in connection with Services.

8. Industrial relations

- 8.1 The Supplier must:
- (a) maintain good industrial relations with its personnel and comply with all industrial agreements and industrial relations requirements applicable to its personnel;
 - (b) manage any industrial relations relevant to its personnel and keep the Company informed at all times of all industrial relation matters relevant to its personnel; and
 - (c) comply with any directions given by the Company with respect to industrial relations matters arising under the Contract.

9. PPSA

- 9.1 For the purposes of this clause 9, "PPSA" means the *Personal Property Securities Act 2009* (Cth) and any term used in this clause which is defined in the PPSA has the meaning given to that term in the PPSA.
- 9.2 To the extent any action or transaction under the Contract creates a security interest for the Company for the purposes of the PPSA, the Company may at its discretion, register such security interest, and the Supplier agrees to such registration and to provide all reasonable assistance to enable such registration.
- 9.3 The Company does not need to give the Supplier any notice under the PPSA unless the notice is required by the PPSA, and that requirement cannot be excluded.

10. Variations

- 10.1 The Company may at any time direct the Supplier to perform a Variation.
- 10.2 The value of the Variation (whether an increase or decrease to the Contract Sum) will be determined by the Company as follows:
- (a) To the extent that the Contract specifies the rates or prices applicable to the Variation, those rates will be used.
 - (b) To the extent that clause 10.2(a) does not apply and the Contract includes rates or prices for similar services or goods, those rates will be used, subject to any necessary reasonable adjustments determined by the Company.
 - (c) To the extent that clauses 10.2(a) and 10.2(b) do not apply, the value of the Variation will be determined by the Company acting reasonably in accordance with current market practices.

11. Defects

- 11.1 If at any time prior to the expiry of the Defects Liability Period the Company identifies any defect in the Services or the Goods, it may at its election:
- (a) in the case of the Services, reject the Services by notice to the Supplier, in which case the Supplier must within 7 days of receipt of the notice (or any longer period agreed by the Company) refund to the Company any payments made by the Company in respect of the rejected Services;
 - (b) in the case of the Goods, reject the Goods by notice to the Supplier, in which case the Supplier must within 7 days of receipt of the notice (or any longer period agreed by the Company):
 - (i) collect and remove the rejected Goods; and
 - (ii) refund to the Company any payments made by the Company in respect of the rejected Goods;
 - (c) direct the Supplier to rectify the defect, in which case the Supplier must rectify the defect:
 - (i) at its own risk;
 - (ii) at no additional cost to the Company; and
 - (iii) within the time required by the Company and in a way which does not inconvenience or disrupt the Company or any other relevant third party; or
 - (d) rectify the defect itself or engage a third party to rectify the defect at Supplier's risk and cost.
- 11.2 The Supplier will be responsible for any damage to property (including any property of the Company, any of its clients or their respective personnel) caused directly or indirectly by any defect or by the rectification of any defect.
- 11.3 For the avoidance of doubt, any acceptance of the Services or the Goods by the Company does not in any way limit the Company's rights or the Supplier's obligations under this clause 11 or otherwise at law with respect to the Services or the Goods.

12. Payment

- 12.1 The Company will pay the Supplier the Contract Sum as the sole consideration for the provision of the Services and/or the supply of the Goods in accordance with the Contract.
- 12.2 The Contract Sum is inclusive of all labour, materials, tools, plant, taxes, the Supplier's preliminaries, overheads and profit and everything required to perform the Supplier's obligations under the Contract, and is fixed and firm for the duration of the Contract.
- 12.3 The Supplier must submit a Tax Invoice to the Company at the end of each month for the Services performed and/or the Goods supplied in that month. Each Tax Invoice must:
- (a) be submitted by email to mglap@monadel.com.au;
 - (b) set out the relevant purchase order number; and
 - (c) be supported by any details and substantiating documentation reasonably required by the Company.
- 12.4 Subject to clause 12.6, the Company will pay the amount of the Tax Invoice submitted by the Supplier within 30 days after the end of the month in which the Tax Invoice and supporting details and documentation are received by the Company, except where the Company disputes the Supplier's Tax Invoice, in which case:
- (a) the Company may withhold payment pending resolution of the dispute; and
 - (b) if the resolution of the dispute determines that the Company must pay an amount to the Supplier, the Company will pay that amount upon resolution of that dispute.
- The Supplier is not entitled to charge, and the Company is not required to pay, any interest on late payments from the Company to the Supplier.
- 12.5 Any payment to the Supplier is not an acknowledgement by the Company that the Services or the Goods to which the

payment relates comply with the Contract and is payment on account only.

12.6 The Company may deduct from any money due or becoming due to the Supplier all debts and moneys due or becoming due by the Supplier to the Company. The Supplier is not entitled to deduct any amount from money due or becoming due to the Company.

12.7 Unless the Contract provides otherwise, and subject to this clause, any consideration that may be provided for under the Contract (including the Contract Sum) is exclusive of GST. If a party makes a Taxable Supply in connection with the Contract for a consideration which represents its Value, then the Recipient of the Taxable Supply must also pay, at the same time and in the same manner as the Value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

13. Intellectual Property Rights

13.1 At all times each Party retains ownership of its Background IP. The Supplier grants the Company a non-exclusive, irrevocable, worldwide, royalty free, perpetual and transferable licence (with the right to sub-licence), to use (and allow others to use) the Supplier's Background IP for any purpose in connection with the Contract, the Project IP, the Services or the Goods.

13.2 Any Project IP automatically and immediately vests in the Company on creation. The Supplier will do all things reasonably required by the Company to effect, assign and secure the grant of absolute title to the Project IP to the Company.

13.3 The Company grants to the Supplier a revocable, royalty-free, non-exclusive and non-transferable licence to use the Project IP (to the extent it is necessary) solely for performing the Services and supplying the Goods.

14. Insurance

14.1 The Supplier must obtain and maintain for the duration of the Contract the following insurances with a reputable insurer and on terms approved by the Company:

- (a) public and product liability insurance for not less than AUD\$10 million for any occurrence;
- (b) workers' compensation insurance as required by law;
- (c) insurance which covers the Goods and the Associated Goods for not less than their replacement value at all times that risk therein remains with the Supplier; and
- (d) any other insurances that may be reasonably required by the Company.

14.2 On request by the Company, the Supplier must provide the Company with certificates of currency for its insurances.

15. Indemnities and liabilities

15.1 The Supplier must indemnify, and keep indemnified, the Company and its personnel from and against all liabilities, claims, demands, damages, losses and expenses (including reasonable legal fees, fines, penalties and interest) suffered or incurred by the Company arising in connection with:

- (a) a breach by the Supplier of any provisions under the Contract;
- (b) any negligent act or omission by the Supplier, its personnel or subcontractors;
- (c) any illness, injury or death of any person, or any loss or destruction of or damage to property which is caused by the Supplier, its personnel or subcontractors; and
- (d) failure on the part of the Supplier to comply with any law relating to Intellectual Property Rights, or infringement of the Intellectual Property Rights of a third party, in relation to the Supplier's obligations under the Contract.

15.2 The Company's total aggregate liability under the Contract shall not exceed the Contract Sum.

16. Business integrity

16.1 The Supplier must not undertake any activity which may constitute a breach of any provision of the Anti-Corruption Law.

16.2 The Supplier must comply with the Company's Supplier Code of Conduct, a copy of which is available at www.monadelphous.com.au.

16.3 If the Supplier has any concerns that there has been a breach of this clause 16, then it must notify the Company as soon as those concerns arise and co-operate in good faith with the Company to determine whether such a breach has occurred.

16.4 If the Company determines in its sole discretion that there has been a breach of this clause 16 or that the Supplier has taken any action that would create a material risk of liability for the Company under any applicable Anti-Corruption Law, it may treat the breach as a breach that is not capable of remedy and terminate the Contract immediately upon giving notice to the Supplier

17. Termination for the Supplier's default

17.1 The Company may immediately terminate the Contract if the Supplier becomes insolvent by giving notice to the Supplier. The Supplier shall be taken to be insolvent if it is unable to pay its debts when they become due and payable, fails to comply with a statutory demand, has a controller appointed to any part of its property or is in receivership, liquidation or similar.

17.2 In addition and separate to the Company's rights under clause 17.1, if the Company considers that the Supplier is in breach of the Contract, the Company may give the Supplier a notice specifying the breach and the date by which the breach must be remedied (which must be a period of at least 5 business days from the date of the notice).

17.3 If the Supplier fails to remedy the breach by the date specified in the Company's notice under clause 17.2 then the Company may terminate the Contract by giving notice to the Supplier.

17.4 The Company's rights under this clause 17 are in addition to any other rights at law.

18. Termination for convenience

18.1 The Company may, at any time, in its sole discretion terminate the Contract in whole or in part by giving 5 business days' notice to the Supplier.

18.2 In the event of such termination, the Company must pay the Supplier:

- (a) for any Services performed or Goods supplied prior to the date of termination; and
- (b) reasonable costs of complying with any direction of the Company in relation to the termination.

18.3 The amount payable to the Supplier pursuant to clause 18.2 must not exceed the Contract Sum and is the Supplier's sole entitlement due to a termination under clause 18.1.

19. Consequences of termination

19.1 Upon termination of the Contract for any reason, the Supplier must:

- (a) subject to clause 19.1(d), immediately cease performance of the Supplier's obligations under the Contract;
- (b) hand over to the Company documents relating to the Services or the Goods which were provided to the Supplier by or on behalf of the Company;
- (c) immediately take all possible action to mitigate any liabilities incurred by it as a result of such termination; and
- (d) take any other action reasonably required by the Company in relation to the termination.

20. Dispute resolution and governing law

20.1 If a dispute arises out of or in connection with the Contract, then a party may give a notice of dispute to the other party.

20.2 If the parties are unable to resolve the dispute within 20 days of the receipt of the notice of dispute then either party may proceed to litigation to resolve the dispute.

20.3 Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under the Contract.

20.4 Nothing in this clause 20 prevents a party from seeking urgent relief in a court of competent jurisdiction.

20.5 This Contract is governed by the laws of the Jurisdiction, and the Parties submit to the non-exclusive jurisdiction of the courts in the Jurisdiction.

21. Notices

21.1 Any notice in relation to the Contract must:

- (a) be in writing and signed by the Party sending it; and
- (b) hand delivered, or sent by prepaid post or email to last notified address of the recipient.

21.2 A notice is taken to be received by the addressee:

- (a) if delivered by hand, upon delivery to the addressee;
- (b) in the case of posting, 3 business days after posting to an address within Australia and 5 business days after posting to an address outside Australia; and
- (c) if sent by email:
 - (i) before 5:00pm on a business day, on that day; or
 - (ii) at or after 5:00pm on a business day, or at any time on a day that is not a business day, on the first business day after the day it is sent,

provided that the sender of the email does not receive a delivery failure notification nor an automated rejection of receipt notice from the intended recipient of the email.

22. Proportionate Liability Legislation

22.1 Each Party agrees that the Proportionate Liability Legislation, to the extent that the same may be lawfully excluded, is excluded from operation with respect to any dispute or action brought by one Party against the other Party arising out of or in connection with:

- (a) the Contract; and
- (b) any of the Supplier's subcontractors or the subcontractors' personnel.

23. Taxes

23.1 The Supplier is responsible at its own cost for complying with all applicable laws and administrative requirements relating to Taxes.

23.2 The Supplier is responsible for paying all Taxes arising or imposed by or under the authority of any governmental authority anywhere in the world in connection with the Contract.

23.3 All Taxes payable by the Supplier (including any withholding tax which the Company is required to deduct and remit to the appropriate governmental authority) are included in the Contract Sum.

23.4 Upon the Company's request, the Supplier must provide the Company with all information and documentation necessary for the Company to comply with all applicable laws relating to Taxes and any request for tax information from any governmental authority.

24. General

24.1 The Supplier must not assign its rights or transfer or subcontract its obligations under the Contract without the prior written consent of the Company.

24.2 The Company may assign and novate its rights and obligations under the Contract to any of its Related Bodies Corporate or any other person who agrees to be bound by the Company's obligations under the Contract, without the consent of the Supplier.

24.3 This Contract is the entire agreement between the parties and supersedes all prior agreements, statements, arrangements, letters and negotiations in relation to the subject matter of the Contract.

24.4 Any part of the Contract which is unenforceable may be severed from the Contract and the remaining provisions of the Contract will continue in force. Invalidity of any provision of the Contract does not affect the validity of any other provision, except to the extent made necessary by the invalidity.

24.5 No amendment or variation of the Contract is effective unless made in writing and signed by both parties or implemented by the issue by the Company and acceptance by the Supplier of a revised Company PO.

24.6 A failure or delay by a party in exercising any right, power or remedy under the Contract does not operate as a waiver of that right, power or remedy. A single or partial waiver of any right, power or remedy does not preclude any other or future exercise of that right, power or remedy.

24.7 The rights and obligations contained in clauses 4 (Standard of performance), 13 (Intellectual Property Rights), 14 (Insurance), 15 (Indemnities and liabilities), 16 (Business integrity) 17 to 19 (Termination) and 20 (Dispute resolution and governing law), survive termination of the Contract.

24.8 Nothing in the Contract creates a joint venture, agency, partnership or fiduciary relationship between the parties. The Supplier is an independent Supplier and is not an employee or agent of the Company.

24.9 No approval, consent, permission or certificate given by the Company will diminish or relieve the Supplier from any of its responsibilities under the Contract.

24.10 To the extent the Supplier's terms and conditions are provided in connection with the Services or the Goods (including as printed on or incorporated in quotations, invoices or other documents, including any documents forming part of the Company PO), those terms and conditions will be of no legal effect and will not constitute part of the Contract.

24.11 Upon receipt of the Company PO, unless otherwise specified in the Contract, the performance of the Contract by the Supplier shall constitute acceptance.

24.12 The Supplier must treat the Contract as confidential and must not disclose the Contract to any person, or use the Contract for advertisement, display or publication, without the prior written consent of the Company.

24.13 If the Supplier enters into the Contract as trustee of any trust then the Supplier does so both in its own right and as trustee of the relevant trust and represents and warrants to the Company that it has the power under the trust's constituent documents to enter into the Contract and that entering into the Contract is for the benefit of all the beneficiaries of the trust.