

PURCHASE ORDER TERMS AND CONDITIONS

1. Parties and Contract

- (a) The Contract is comprised of:
- (1) the purchase order to which these terms and conditions of contract are annexed (**Purchase Order**);
 - (2) these terms and conditions; and
 - (3) such other documents which are incorporated into the Contract by reference,

(together, the **Contract**).

- (b) The parties to this Contract include:

- (1) Coronado Curragh Pty Ltd ABN 90 009 362 562 (**Company**); and
- (2) The contractor supplying the Goods or performing the Services or both as identified in the Purchase Order (**Contractor**),

(each a party and together the parties).

2. Scope

- (a) The Contractor must supply and deliver the Goods or perform the Services or both in accordance with the terms of this Contract. The Contractor's obligations, include:

- (1) supplying all labour, supervision, personal protective equipment, plant and equipment, goods, materials, services and all other things necessary to supply the Goods and perform the Services, except as otherwise provided in the Contract; and
- (2) complying with all other obligations set out in this Contract.

- (b) For the purposes of this Contract:

- (1) **Goods** mean those goods as specified and described in the Purchase Order.
- (2) **Services** mean those services as specified and described in the Purchase Order.

- (c) The Contractor is responsible for mobilisation and demobilisation to and from the Company's coal mine at Blackwater, Queensland (**Mine**) or other location nominated in the Purchase Order of its personnel and all other items required to be supplied by the Contractor under this Contract.

- (d) The Contractor must not carry out a variation nor deviate from this Contract except as directed or permitted in writing by the Company.

- (e) The Company may direct a variation to the scope of the Contract (provided that the variation is not fundamentally different to the original scope of Contract) and the Contractor must comply with that direction. Variations will be priced by written agreement or in accordance with the lowest reasonable rates and prices. If the Contractor considers that it has been directed by the Company to carry out a variation, it must give notice in writing to the Company within 7 days after the direction.

- (f) The Contractor acknowledges and agrees that, where required under this Contract, it will supply Goods for or perform the Services on equipment and vehicles at the Mine that are owned

or leased by a party other than the Company and the Contractor must comply with such direction.

3. Commencement, progress and completion

- (a) The Contractor must deliver the Goods to the delivery point nominated in the Contract (**Delivery Point**) on or before the delivery date nominated in this Contract (**Delivery Date**), or complete the Services by the date specified in the Contract (**Completion Date**) or both. The Contractor must keep the Company informed on all aspects of the performance of the Contract as required from time to time.

- (b) Time is of the essence in the performance of the Contractor's obligations under this Contract. If the Contractor is or will be delayed in delivering the Goods by the Delivery Date or completing the Services by the Completion Date (as applicable), the Contractor must promptly advise the Company in writing of the anticipated Delivery Date or Completion Date (as applicable).

- (c) The Contractor is only entitled to an extension to the Delivery Date or the Completion Date (as applicable) if it:

- (1) is or will be delayed in delivering the Goods by the Delivery Date or completing the Services by the Completion Date or both due to a delay caused by the Company; and
- (2) within 7 days after any delay caused by the Company, the Contractor gives the Company a written claim for an extension of time including details of the facts constituting the delay and the extent of the delay.

- (d) An extension to the Delivery Date or the Completion Date is the Contractor's sole remedy for a delay. Nothing in this clause 3 will cause the Delivery Date or the Completion Date to be set at large.

4. Invoicing and payment

- (a) In consideration of the due performance of the Contract by the Contractor, the Company will pay to the Contractor the price specified in the Contract (**Contract Price**), subject to the provisions of the Contract.

- (b) The Contract Price is the sole basis for payment to the Contractor under this Contract and is deemed to include all risks, liabilities and obligations expressed or implied in this Contract. Except as expressly provided for in this Contract, the Contract Price is not subject to rise and fall or any escalation.

- (c) Subject to clause 4(d), the Contractor must promptly at the end of each month, submit a tax invoice to the Company to support a claim for payment. The invoice must contain the Purchase Order number, a brief description of the Goods or Services or both supplied, the period in which those Goods or Services or both were supplied and any other documentation reasonably required by the Company.

- (d) If the parties agree, the Company will issue a recipient created tax invoice (**RCTI**) to support the Contractor's payment claim. If this clause applies:

- (1) the Contractor will not issue tax invoices in respect of these taxable supplies;
- (2) each party warrants to the other party that it is registered for GST when it enters into this Contract and that it will notify the other if they cease to be so registered; and

- (3) the Contractor warrants that its ABN, as notified, is correct.
- (e) Payment will be made by the Company by the later of 30 days after delivery of the Goods to the Delivery Point or completion of the Services, as applicable, and receipt of a valid tax invoice from the Contractor or issue of an RCTI by the Company, provided nothing is in dispute in relation to the Goods or Services (in which case the Company will notify the Contractor and payment of the disputed portion will be withheld until settlement of the dispute).
- (f) Without prejudice to any other rights, the Company may set off from any amounts which may be payable to the Contractor, any money which may be payable from the Contractor to the Company.
- (g) Payment by the Company to the Contractor will not constitute an admission by the Company that any Goods or Services have been delivered or performed to the Company's satisfaction (as applicable) and will only be taken to be payment on account.

5. Warranties

The Contractor warrants that:

- (a) at all times while performing its obligations under the Contract, it will:
 - (1) exercise due skill, care and diligence;
 - (2) use properly skilled, qualified and experienced employees, agents and subcontractors (Personnel);
 - (3) hold all relevant approvals and licenses required for the performance of the Contract (including any third party intellectual property licenses);
 - (4) comply with all relevant laws, applicable standards and codes (including any relevant standards published by the Standards Association of Australia) (**Laws**);
 - (5) without limiting the Contractor's obligations under clause 5(a)(1), comply with any applicable Australian law, Code of Practice or Australian Standard that deals with occupational health and safety, workers' compensation, workplace rehabilitation and workplace insurance, including but not limited to the Work Health and Safety Act 2011 (Qld), Work Health and Safety Regulation 2011 (Qld), Coal Mining Safety and Health Act 1999 (Qld), Coal Mining Safety and Health Regulation 2017 (Qld), Electrical Safety Act 2002 (Qld) and Electrical Safety Regulations 2013 (Qld), as applicable to the location where the Contractor is performing its obligations under this Contract; and
 - (6) conduct itself in an ethical manner; will not engage in acts of discrimination, harassment or bullying; will allow freedom of association for employees; will not support forced, bonded or child labour; and will provide a safe and hygienic working environment for the Contractor's Personnel; and
- (b) it has examined all information and documents provided by the Company in connection with the Contract and is satisfied with the sufficiency, clarity and suitability of that information and documentation for the purpose of performing its obligations under the Contract;
- (c) the Goods and Services will:
 - (1) comply with all applicable Laws;

- (2) be fit for their intended purposes; and
- (3) be free from defects and omissions.
- (d) the Goods will:
 - (1) be in good working order and condition;
 - (2) have a life expectancy commensurate with what would be expected of similar goods provided for similar purposes by a competent and reputable supplier;
 - (3) be new unless specified otherwise;
 - (4) be free from any encumbrance, charge or lien in favour of a third party at time specified in this Contract for title to pass to the Company;
 - (5) be packaged and marked in accordance with the Company's requirements set out in the Contract, and
 - (6) it will obtain all available warranties from its subcontractors and suppliers in relation to the Goods and Services and will assign the benefit of such warranties to the Company.

6. Warranty Period

- (a) Without limiting the Contractor's other obligations or warranties provided under the Contract, the Contractor guarantees the Goods and Services and each part of the Goods and Services against any defect or deficiency in design, workmanship or otherwise (Defect), under normal working conditions for a period of 12 months after the date of delivery and written acceptance of the Goods by the Company or the Completion Date of the Services, as applicable (**Warranty Period**).
- (b) If, during the Warranty Period, the Company discovers that any Goods or Services have a Defect, the Contractor must promptly, upon receipt of notice from the Company, repair or replace the Goods or Services at the Contractor's own expense and to the satisfaction of the Company. If the Contractor fails to rectify any Defect in the Goods or Services within a reasonable time after notice from the Company, the Company may rectify the Defect itself (including by engaging other contractors) and the cost of the rectification work will be a debt due and payable by the Contractor to the Company.

7. Health and Safety

- (a) Where the supply of Goods or Services requires the Contractor to enter the Mine, the Contractor and the Contractor's Personnel:
 - (1) enter at their own risk; and
 - (2) must perform the Services safely so as to protect persons and property, and in accordance with the Company's safety and health management system (**SHMS**) available at:

<http://safety.curragh.com.au/>
Username: curraghshms@curragh.com.au
Password: Blackwat3r
- (b) The Contractor must ensure all Contractor's Personnel comply with:
 - (1) when required to enter the Mine, the SHMS, and must notify the Company if the Contractor is unable to access the website for any reason; and
 - (2) at all other times, the applicable safety Laws

- (c) Before any work commences at the Mine, the Contractor must ensure that all Contractor's Personnel:
 - (1) who enter the Mine have completed the Company's Mine site induction process; and
 - (2) who will drive a vehicle on the Mine, have completed the relevant vehicle operations competency requirements (including RIIV305A as contained in RI109 Resources and Infrastructure Industry Training Package, which is available at <http://training.gov.au>).
- (d) The Contractor must consult, cooperate and coordinate activities with all other persons who have a duty under the applicable safety Laws in relation to work performed under the Contract.
- (e) The Contractor must immediately notify the Company upon the occurrence of any accident, incident or near miss accident or incident.
- (f) Within 24 hours of any accident or incident in which the Contractor was involved either at the Mine or in relation to any work performed under the Contract, the Contractor must provide the Company with a written report in a form approved by the Company and including a detailed chronology and description of events, root cause analysis and proposed remedial action.
- (g) Prior to bringing any hazardous substance onto the Mine, the Contractor must ensure that the Company has approved the entry and use of the substance at the Mine.

8. Contractor's Personnel

- (a) The Contractor must engage and provide the services of all personnel who are required to ensure that the Services are carried out efficiently and in accordance with the Contract.
- (b) The Company may require the removal from the Mine of any of the Contractor's Personnel who, in the Company's reasonable opinion, is incompetent or lacks the experience necessary for the work assigned to that person, or who has breached any applicable Laws or the SHMS. The Contractor shall, at its cost, promptly remove and replace such Personnel.
- (c) The relationship between the Company and the Contractor is that of principal and contractor. The Contractor and the Contractor's Personnel will not under any circumstances be considered servants, employees, or agents of the Company.
- (d) The Contractor indemnifies the Company against any liability, claim, loss, damage, cost or expense suffered or incurred by the Company in respect of the payment of salaries, wages, levies, commissions, allowances and other remuneration to the Contractor's Personnel and for any payments to authorities in respect of the Contractor's Personnel (including in respect of any tax (including payroll tax), superannuation or workers' compensation insurance).
- (e) The Contractor is at all times responsible for the provision of accommodation and messing, uniforms and safety equipment and flights and transport of the Contractor's Personnel, unless otherwise expressly specified in the Purchase Order. If accommodation and messing is supplied or arranged by, or on behalf of, the Company, the Contractor indemnifies the Company against any liability, claim, loss, damage, cost or expense suffered or incurred by the Company in connection with any loss or damage to any accommodation (or any part of the accommodation) and associated facilities and services caused or contributed to by the Contractor or the Contractor's Personnel.

- (f) The Contractor is responsible for the management of all industrial relations matters relating to the Contractor's Personnel and must keep the Company informed of any potential disputes with any Contractor's Personnel or unions.

9. Contractor's Equipment

- (a) The Contractor must maintain all its plant and equipment in a safe, operable and good working condition throughout the performance of the Contract. Such plant and equipment must at all times comply with the relevant standards incorporated in the SHMS.
- (b) The Contractor is at all times responsible for the provision of diesel fuel (Fuel), unless otherwise expressly specified in the Purchase Order. If Fuel is supplied by the Company for the Contractor's plant and equipment, then:
 - (1) Fuel will only be supplied for the Contractor's plant and equipment engaged in the performance of the Services at the Mine;
 - (2) only a reasonable quantity of Fuel will be made available, as determined by the Company;
 - (3) vehicles and equipment which are registered for public road use and which regularly travel off the Mine will not be entitled to use Fuel supplied by the Company;
 - (4) the Contractor must keep accurate records of all Fuel supplied and shall, if requested by the Company, assist in the Company's monthly reconciliation of Fuel usage at the Mine; and
 - (5) the Company may audit any records of the Contractor relating to the consumption of Fuel for the purpose of determining whether there has been compliance with the Contract. If an audit reveals the Contractor's Fuel consumption exceeds the quantity reasonably required to perform the Services, having regard to its plant and equipment engaged in the performance of the Services, the price of the excess Fuel consumed (calculated on the basis of actual price per litre paid by the Company) will be a debt due to the Company from the Contractor.

10. Inspection and Testing

The Contractor must, upon reasonable written notice, provide the Company or its nominee access to the Contractor's premises, and arrange for access to any subcontractor premises, for the purpose of inspecting Goods and Services and ensuring compliance with the Contract. Any such inspection by the Company does not constitute acceptance or relieve the Contractor from any of its obligations under the Contract.

11. Title and risk

- (a) Title in each part of the Goods passes to the Company upon the earlier of delivery to the Delivery Point or payment of the applicable portion of the Contract Price.
- (b) Upon delivery of the Goods to the Delivery Point, if the Company is satisfied that the Goods comply with the Contract, the Company will (without prejudice to its rights under the Contract or at law) issue a certificate of acceptance. All Goods will be at the Contractor's risk until delivery to the Delivery Point and written acceptance of the Goods by the Company.
- (c) If, upon Delivery of the Goods, the Company is not satisfied that the Goods comply with the Contract, the Company may:

- (1) reject the Goods, in which case the Company is not obliged to make payment for the Goods and is entitled to a refund of any payment made; or
- (2) direct the Contractor, at its cost, to promptly rectify the non-compliance to the Company's satisfaction and the Company may withhold payment until such rectification is complete.

12. Confidentiality, privacy and data protection

- (a) The Contractor must not, without the Company's prior written consent, refer to its appointment in any advertisement or promotional material or discuss the Goods or Services with any third party.
- (b) The Contractor must keep all information provided by or on behalf of the Company (including this Contract), including any information which relates to the business or affairs of the Company or its 'related bodies corporate' (as defined in the Corporations Act 2001 (Cth)) (**Related Entities**), confidential and must not disclose such information to a third party without the Company's prior written consent.
- (c) The Contractor agrees to be bound by applicable privacy and data protection Laws with respect to any act done or practice engaged in by the Contractor for the purposes of this Contract in the same way and to the same extent as the Company would have been bound in respect of that act or practice had it been directly done or engaged in by the Company.
- (d) Each party must (and must procure that its Personnel) comply with any applicable privacy or data protection Laws (including in any jurisdiction where the Services may be provided) and all guidelines issued by applicable privacy offices (and any similar regulatory bodies).

13. Intellectual Property

- (a) The Contractor warrants that:
 - (1) in performing its obligations under the Contract, the Contractor will not infringe any intellectual property rights (including patents, utility models, trade marks, copyrights, eligible layout rights, designs, rights under licences, or other like rights), whether registered, registrable or unregistered (**Intellectual Property Rights**) or any other rights (including moral rights) of any person;
 - (2) the Goods and Services, and the use of the Goods and Services by the Company or any person authorised by the Company, will not infringe the Intellectual Property Rights or any other rights of any person; and
 - (3) the Contractor is entitled to grant the licence under clause 13c).
- (b) The Contractor indemnifies the Company against any liability, claim, loss, damage, cost or expense arising out of any claim, action or demand made against the Company on grounds that the Goods or Services, or the use of the Goods or Services by the Company, infringes the Intellectual Property Rights or any other rights of any person.
- (c) To the extent that the Contractor brings any pre-existing Intellectual Property Rights to the performance of the Contract or any Intellectual Property Rights are created in the performance of this Contract or are vested in the Contractor or the Contractor's Personnel, the Contractor hereby grants to the Company a world-wide, irrevocable, perpetual, assignable, non-exclusive, royalty free licence for the Company to use, reproduce and modify all such Intellectual Property Rights for

any purpose in connection with the Mine, the Company's business or the business of the Company's Related Entities.

- (d) The Company owns all right, title and interest in all information, goods and materials supplied to the Contractor by the Company under the Contract, and grants the Contractor a revocable, royalty free, non-exclusive licence to use any Intellectual Property Rights in such information, goods and materials to the extent required and for the sole purpose of performing its obligations under the Contract.

14. Insurance

The Contractor must effect and maintain at its cost, and require any subcontractors to effect and maintain, the following insurance policies with a reputable insurer on terms consistent with prudent risk management:

- (a) insurance against loss, damage or destruction of the Goods until delivery to the Delivery Point (including whilst in transit) for the replacement cost of the Goods;
- (b) workers' compensation insurance as required by law in respect of employees of the Contractor engaged in the performance of this Contract;
- (c) insurance for all items of the Contractor's plant and equipment that the Contractor or Contractor's Personnel use in performing the Contract for an amount of not less than market value of such plant and equipment;
- (d) products and public liability insurance for claims for personal injury or death or damage to property arising in respect of the performance of this Contract, howsoever caused. Such insurance must, unless prohibited by law:
 - (1) provide cover in respect of each and every occurrence for an amount not less than \$20,000,000 and must be unlimited as to the number of claims which can be made under the policy;
 - (2) note Company and Company's Personnel as interested parties; and
 - (3) include a waiver by the insurer of all express or implied rights of subrogation against the Company and the Company's Personnel;

- (e) if the performance of this Contract involves the use of motor vehicles at the Mine, third party liability insurance, for an amount not less than \$20,000,000, covering all liabilities in respect of any injury to, or death of, any person or any loss, damage or destruction to any property arising from the use of such motor vehicles; and
- (f) if the performance of this Contract involves the provision of professional services, professional indemnity insurance providing cover up to \$20,000,000 for any one occurrence and unlimited in the aggregate annually, in respect of acts, errors and omissions in the performance of professional services.

The Contractor must ensure that all insurance policies required under this Contract are in place prior to commencing the supply of any Goods and Services and are maintained until expiry of the Warranty Period (except professional indemnity insurance which must be maintained until 7 years following expiry of the Warranty Period). The Contractor must provide to the Company certificates of currency for each of the policies of the insurances required by this Contract.

15. Indemnity and limits of liability

- (a) The Contractor indemnifies the Company against any liability, claim, loss, damage, cost or expense suffered or incurred in

connection with any claim made against the Company in respect of:

- (1) death or personal injury to any person (including the Company's Personnel or the Contractor's Personnel); and
- (2) damage to or loss of property (including intellectual property) of any person,

arising in connection with any wrongful act or omission by the Contractor or the Contractor's Personnel, including a breach of this Contract, tort (including negligence) or breach of a statutory or equitable duty.

- (b) Subject to clause 15(c) and clause 15(d), neither party is liable to the other for any loss of actual or anticipated profits, loss of opportunity, loss of production or loss of revenue howsoever caused, including negligence.
- (c) Clause 15(b) does not limit the Contractor's liability in respect of:
 - (1) any death or injury to any person or loss or destruction of, or any damage to or loss of use of any real or personal property;
 - (2) any breach of clauses 12, 13 or any obligation to indemnify the Company under this Contract;
 - (3) any obligation to rectify Defects; or
 - (4) amounts recoverable under any policy of insurance required to be taken out by the Contractor under the Contract or which would have been recoverable had Contractor complied with its obligations under clause 14.
- (d) Clause 15(b) does not limit either party's liability in respect of fraud or any act or omission which was deliberate and wrongful, or involved reckless disregard or wanton indifference to the likely harmful consequences.

16. Default and termination

- (a) Either party may terminate this Contract immediately by written notice to the other party if:
 - (1) the other party commits a material breach of the Contract and that breach is not remedied within 30 days after the receipt of written notice of the breach from the first party; or
 - (2) the other party becomes insolvent or an order is made to wind the party up, or proceedings are commenced to appoint a liquidator in respect of the other party or the other party is placed under administration (whether voluntary or otherwise) or any trustee, receiver or receiver and manager is appointed in respect of any material part of the other party's assets.
- (b) If the Contract is terminated by the Company under clause 16(a), the rights and liabilities of the parties will be the same as they would have been at law had the Contractor repudiated the Contract and the Company elected to treat the Contract as at an end and recover damages.
- (c) If the Contract is terminated by the Contractor pursuant to clause 16(a), the Company's liability to the Contractor will be limited to the following (less amounts already paid):
 - (1) the outstanding and unpaid portion of the Contract Price earned by the Contractor up to the date of the termination

(which must be established by actual progress);

- (2) the reasonable cost of demobilisation from the Mine, provided the Contractor take reasonable steps to mitigate such costs;
- (3) the reasonable costs (excluding profit and overhead) incurred by the Contractor in complying with any directions of the Company upon termination; and
- (4) 10% of the costs in clause 16(c)(3) in lieu of profit and overhead,
- (5) provided however that the total termination payment plus previous payments under this Contract will not exceed the Contract Price.

17. Termination for convenience

The Company may terminate the whole or any part of this Contract for its convenience by giving the Contractor two business days written notice. The Contractor's rights upon such a termination will be as stated in clause 16(c).

18. Force Majeure

- (a) If a party is prevented from performing its obligations under this Contract by an event of Force Majeure, it will as soon as practicable notify the other party in writing of the event, the estimated delay and the steps intended to be taken in order to mitigate the event.
- (b) On and from the date of notice given in accordance with clause 18(a), the affected party will not be liable for delay in performance of the Services or supply of the Goods or the non-performance of this Contract which is caused by an event of Force Majeure, provided the affected party takes all reasonable steps to mitigate the cause and result of the Force Majeure and resumes performance as soon as possible.
- (c) Each party will bear its own costs of any event of Force Majeure and its own costs for any delays caused by any event of Force Majeure.
- (d) If the affected of an event of Force Majeure continue for a continuous period of more than 120 days, either party may terminate this Contract by giving written notice to the other party.
- (e) In this clause 18(a), **Force Majeure** means any event or circumstance not within the control of the party claiming Force Majeure, and which by the exercise of a standard of care and diligence consistent with that of a reasonable and prudent operator, that party is not able to overcome

19. Dispute Resolution

If a party is prevented from performing its obligations under this Contract by an event of Force Majeure, it will as soon as practicable notify the other party in writing of the event, the estimated delay and the steps intended to be taken in order to mitigate the event.

20. Compliance

The Contractor must:

- (a) at all times comply with all applicable Laws relating to anti-bribery and improper payments including but not limited to the Criminal Code Act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1977 (United States) and the Bribery Act 2010 (United Kingdom) (**Relevant Requirements**);

- (b) not give or offer or promise to give, receive, or agree to accept, any payment, gift or other benefit or advantage which violates a Relevant Requirement;
- (c) (have and maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- (d) not prepare, approve or execute any contract or other document or make any record in connection with this Contract that the Contractor knows, or ought reasonably know, is false, inaccurate or misleading;
- (e) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract which will or may be in breach of the Relevant Requirements; and
- (f) procure, and shall be responsible for, the observance and performance of the Relevant Requirements by all persons performing services or providing goods (including the Goods) in connection with this Contract on behalf of the Contractor or under its supervision or control; and
- (g) not engage in any conduct that is unlawful or is otherwise restricted or prohibited under any applicable competition Law in relation to the terms and conditions of this Contract.

21. GST

- (a) In this clause 21:
 - (1) **GST** has the same meaning as in the GST Law;
 - (2) **GST Law** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related Act imposing such GST, and includes any subordinate legislation in respect of those Acts.
- (b) Words used in this clause 21 which have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.
- (c) Unless expressly included, the consideration for any supply under, or in respect of, this Contract does not include GST.
- (d) To the extent that any supply made under, or in respect of, this Contract is a taxable supply, the recipient must pay, in addition to the consideration provided under this Contract for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- (e) Whenever an adjustment event occurs in relation to any taxable supply to which clause 21d) applies:
 - (1) the supplier will determine the amount of the GST component of the consideration payable; and
 - (2) if the GST component of that consideration differs from the amount previously paid, the amount of the difference will be paid by, refunded to or credited to the recipient, as the case may be.
- (f) If either party is entitled under this Contract to be reimbursed or indemnified by the other party for a cost or expense incurred in respect of this Contract, the reimbursement or indemnity

payment will not include any GST component of the cost or expense for which an input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.

22. Miscellaneous

- (a) The Contractor must not assign or subcontract the whole or any part of this Contract without the Company's prior written consent.
- (b) Subject to clause 21, the Contractor is liable for payment of any tax, levy, charge, impost, duty (including import or customs excise), fee, tariff or deduction, premiums and costs, costs of insurance and other non-reimbursable costs which arise in respect of the supply of the Goods or Services or otherwise in performance of the Contract.
- (c) All notices and other documents required to be given under the Contract:
 - (1) must be in writing and signed by an authorised person; and
 - (2) may be delivered by post, hand or email to the party to whom the notice is addressed at its address stated in the Contract or notified to the other party by notice.
 - (3) Notices by email will be regarded as received at the time which is 12 hours after the time the email was sent, unless the sender receives a return email notification that the email was not delivered, undeliverable or similar.
- (d) This Contract is governed by the laws applicable in Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland.
- (e) Clauses 1, 2(c), 4(b), 4(f), 4(g), 5, 6, 8(d), 8(e), 11, 12, 13, 14, 15, 16(b)-(c), 17, 18, 19, 21 and 22 survive the expiration or earlier termination of the Contract.
- (f) This Contract embodies the entire agreement of the parties. Any amendment must be in writing and signed by the parties.
- (g) The parties acknowledge and agree that these terms and conditions are not intended to set a precedent between the parties for any future contractual arrangements between the Parties.
- (h) If there is any inconsistency in or between any of the documents comprising the Contract, the document imposing the greater or higher standard applies and, to the extent this does not resolve the inconsistency, these terms and conditions prevail over the other document to the extent of the inconsistency.
- (i) The expressions 'including', 'includes' and 'include' are not expressions of limitation but have the meaning as if followed by 'without limitation'.
- (j) If any provision of this Contract is, or becomes, void or unenforceable, that provision is, or will be, severed from this Contract so that all provisions that are not, or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.
- (k) No failure, delay or relaxation by any party in exercising any rights conferred under this Contract will operate as a waiver of such right. Any waiver must be in writing and signed by the party granting the waiver.
- (l) This Contract may be executed in any number of counterparts.
- (m) Headings and bold type are for convenience only and do not affect the interpretation of this agreement.