

Standard Terms and Conditions QSD Group

1 DEFINITIONS

1.1 In the Contract, the following definitions apply, except where the context otherwise requires:

- (a) "Acceptance" has the meaning provided in clause 4.5;
- (b) "Advantage" means any financial or other advantage, payment, gift, promise or transfer of anything of value;
- (c) "Affiliate" in relation to a Party, means any entity which, directly or indirectly, controls or is controlled by, or is under common control with, that Party, where control is the possession, directly or indirectly, of
 - (a) alone or pursuant to an agreement with other members, a majority of the voting rights in it,
 - (b) the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust or otherwise, or
 - (c) a right to appoint or remove the majority of the directors of the entity, and "Affiliates" means any of them;
- (d) "Background Intellectual Property" means any Intellectual Property owned by or licensed to a Party (including know-how and technical information) which exists prior to the date of this Contract or is developed or acquired by a Party independently of this Contract which is used by that Party in the performance of its obligations under the Contract or otherwise made available to the other Party under or in connection with this Contract, but does not include New Intellectual Property;
- (e) "Claim" or "Claims" means any actions, claims, losses, damages, costs (including legal costs) expenses and liabilities, relating to, arising from or in connection with the Contract;
- (f) "Commencement Date" means the date specified in the Contract for the commencement of the Services, if any;
- (g) "Company" means the entity described as such in the PO;
- (h) "Company Group" means Company and its Affiliates and its and their contractors and subcontractors (of any tier) (excluding Contractor Group), co-venturers and their Affiliates and the respective agents, servants, directors, officers and employees of any of the above, collectively or individually as the context requires;
- (i) "Company Provided Information" means any information, documentation or data provided by Company with the PO or otherwise in accordance with this Contract;
- (j) "Completion Date" means the date specified in the Contract for completion of the Services, if any;
- (k) "Contract" means these GT&C, together with the PO and any appendices, schedules and/or amendments agreed in writing;
- (l) "Contractor" means the person or corporation named as such in the PO;
- (m) "Contractor Group" means Contractor, its subcontractors (of any tier), its and their Affiliates and the respective agents, servants, directors, officers and employees of any of the foregoing, collectively and/or individually as the context requires but shall not include a member of the Company Group;
- (n) "Contractor Personnel" means any personnel used by Contractor or its subcontractors (of any tier) in the provision of the Goods/Services, collectively and/or individually as the context requires;
- (o) "Consequential Loss" means: the following indirect losses:
 - (i) loss of contract;
 - (ii) loss of business opportunity;
 - (iii) loss of profit; (iv) loss of production;
 - (v) loss of revenue, and arising out of or in connection with this Contract and whether or not foreseeable or in the ordinary contemplation of the Parties at the date of this Contract irrespective of whether such loss is caused by negligence or by any other act, omission or breach of Contract or otherwise but shall not include:
 - (vi) the costs of any repair, replacement, additional works, hiring or other direct costs arising from a defect in any Goods; or
 - (vii) the cost of any re-performance of any Services or any repair, replacement or additional works, arising from a failure of any Services to comply with this Contract; and (viii) any liability of Contractor under Clauses 9 and 10.1;
- (p) "Deliverable" means any deliverables, documentation plans, drawings, specifications, calculations, models, equipment, information and other data stored by any means which is required to be delivered to Company by or on behalf of the Contractor in the performance of the Services, if any;
- (q) "Delivery Date" means the date(s) specified in the Contract for delivery of the Goods, if any;
- (r) "Delivery Point" means the location to which Contractor must deliver the Goods, if any, as specified in the PO;
- (s) "Force Majeure" only includes the following occurrences:
 - (i) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
 - (ii) ionising radiation or radioactive contamination;

- (iii) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (iv) earthquake, flood, fire, explosion, cyclone (Beaufort Scale Force 12 and above) and/or other natural physical disaster, but excluding other less severe weather conditions;
- (v) strikes or industrial disputes at a national or regional level or by labour not employed by the affected Party, its subcontractors or its suppliers and which affect a substantial or essential portion of the Goods/Services;
- (vi) maritime or aviation disasters;
- (vii) delay or cancellation to any head contract the Company is a party to related to any goods or services to be provided by the Contractor; and
- (viii) delays deemed necessary to any construction program to the cyclone season or impending cyclones/cyclone alerts
- (t) "GST" has the meaning used in the A New Tax System (Goods and Services Tax) Act 1999 (Cwth) as amended, or any replacement or other relevant legislation and regulations. Terms defined by that Act and used (without separate definition) in this Contract, shall have the meaning given to them by that Act; (u) "GT&C" means this document;
- (v) "Goods/Services", "Goods" or "Services" means the goods and or services (as appropriate) specified in the Contract to be supplied or performed by Contractor, including, in respect of the Services, the production and supply, of any Deliverables;
- (w) "Intellectual Property" means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, rights in computer software, database rights, rights in circuit layout, trade secret, know-how, proprietary information or other industrial or intellectual property right in respect of any invention, information, process, work, material or method;
- (x) "Legislation" means all:
 - (i) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory in which the Site is located;
 - (ii) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the supply or performance of the Goods/Services;
 - (iii) the requirements of any authority with jurisdiction in respect of the Goods/Services and/or the Site, as applicable; and
 - (iv) fees and charges payable in connection with the foregoing;
- (y) "New Intellectual Property" means all Intellectual Property created under or arising out of the Contract, but does not include Background Intellectual Property;
- (z) "Party" or "Parties" means Company and Contractor together or individually as the context requires;
- (aa) "PO" means the purchase order issued by Company to Contractor which refers to and incorporates these GT&C;
- (bb) "Price" means the price for the Goods/Services specified or determined in accordance with the Contract;
- (cc) "Representatives" means Contractor's Affiliates and its and its Affiliates' respective owners, shareholders, officers, directors, employees and agents and any subcontractors or other person(s) acting on the Contractor's behalf in relation to the provision of the Goods/ Services;
- (dd) "Site" means the place or facility at which the Services are to be performed and other obligations under this Contract fulfilled;
- (ee) "Tax" or "Taxes" means all forms of taxation, duties, imposts and levies, whether of Australia or elsewhere, including income tax, corporation tax, advance corporation tax, capital gains tax, inheritance tax, environmental taxes, customs and other import or export duties, excise duties, stamp duty, stamp duty reserve tax, stamp duty land tax, national insurance and social security or other similar contributions, and any interest, surcharge, penalty or fine in relation thereto;
- (ff) "Third Party" means any person whom is not a member of Company Group or Contractor Group; and
- (gg) "Working Day" means any day other than:
 - (i) a Saturday, Sunday or public holiday in Queensland; or
 - (ii) 27, 28, 29, 30 and 31 December.

2 APPLICATION OF TERMS

2.1 The Contract constitutes the entire agreement between the Parties superseding all prior understandings and agreements relating to the subject matter.

2.2 The Contract details the only terms and conditions on which Company will deal with Contractor to the exclusion of all other terms and conditions.

2.3 If there is conflict between the terms of:

- (a) the PO; and
- (b) these GT&C or any other document agreed to form part of the Contract, the terms of the PO prevail. If there is conflict between these GT&C and the terms of any other document forming part of the Contract (other than the PO), these GT&C prevail. 2.4 Any amendment to these GT&C has no effect unless expressly agreed in writing signed by the

director.

2.5 Company reserves the right to vary the Goods/Services. Variations will be in writing and may include an increase or decrease in the quantity, character, quality, kind or execution of the Goods/Services, and changes to delivery and the work programme, as applicable. Variations will be valued at the rates set out in the Contract, failing which Contractor will without undue delay, submit a written estimate of proposed change to compensation which must be agreed prior to variations being undertaken.

2.6 Company reserves the right to delay delivery of any goods or services and subsequent Acceptance and payment at its absolute discretion without cost or damages being applicable to Company.

3 CONTRACTOR'S GENERAL OBLIGATIONS

3.1 Contractor must:

- (a) provide all labour, equipment, facilities, materials and anything else necessary for the provision of the Goods/Service at its expense, except as specified in the Contract;
- (b) deliver the Goods and/or perform the Services:
 - (i) in accordance with the requirements of this Contract and all Legislation; and
 - (ii) to the satisfaction of the Company; and
 - (c) perform the functions required to be performed by Contractor under this Contract and comply with the obligations imposed on Contractor by this Contract.

3.2 Contractor warrants that:

- (a) the Goods, if any, shall as at the date of delivery:
 - (i) be of good and sound design, materials and workmanship;
 - (ii) be new, of merchantable quality and fit for the purpose for which they are intended to be used;
 - (iii) be free from defects (including defects in design, materials, performance, operation and workmanship), deficiency or omissions of any kind;
 - (iv) conform as to quantity, quality, description, drawings, plans, performance criteria, sample and specification, if applicable, with the particulars stated in this Contract and any Company requirements both individually and together as an operating system; and
 - (v) be free from any encumbrance or defect in title;
- (b) all resources, including any equipment used by Contractor in supplying the Goods or carrying out the Services shall be of good quality, without defect, be suitable for the purpose and use for which they are intended or used, shall conform to the Contract and perform in accordance with the requirements and conditions of this Contract; and
- (c) the Goods/Services will:
 - (i) comply with the Contract and the appropriate Australian or international standards or equivalent specifications relevant to the Goods/ Services; and
 - (ii) comply with all Legislation applicable to the Goods/Services.
- (d) it will procure that all Contractor Personnel used for the Services possess and exercise such qualifications, skill and experience necessary for the proper performance of the Services;
- (e) it will provide the Goods and/or carry out the Services with all due diligence in a good and workmanlike manner. Contractor will ensure that a similar obligation is contained in any subcontract for the Goods/ Services.

3.3 Before delivering any Goods, Contractor shall, at no extra cost to Company, inspect and conduct tests to ensure that the Goods comply with the requirements of this Contract and supply to Company certificates of the results of such inspection and testing as may be reasonably required by Company, or as required by this Contract or Legislation.

3.4 Contractor must provide Company with free access to any premises used to manufacture or assemble or store the Goods. Any expediting, inspecting, monitoring and testing of the Goods does not constitute acceptance of the Goods nor relieve Contractor of any obligations under the Contract and is at no cost to Company.

3.5 In respect of the supply or performance of the Services on Site, Contractor must keep the Site clean and tidy and clear away all its rubbish occasioned by operations through the Services and remove all its equipment, appliances, tools and surplus material at the end of the Services.

3.6 Contractor is responsible at its own risk and expense, for all permits, licences, registrations, certificates or other administrative authorisations required by any Legislation in order to comply with its obligations under the Contract.

3.7 Contractor acts as an independent contractor and neither Contractor nor Contractor Group personnel are deemed to be either expressly or

impliedly employees of Company Group.

4 DELIVERY/COMMENCEMENT/COMPLETION

4.1 Contractor must commence the Services by the Commencement Date.

4.2 Contractor must deliver the Goods to the Delivery Point on the Delivery Date and/or complete the Services by the Completion Date. In respect of these obligations, time shall be of the essence. If the Contractor is unable to meet the Delivery Date and/or the Completion Date (as applicable), the Contractor must notify the Company at the earliest possible opportunity.

4.3 All Goods delivered must be adequately packed and protected to withstand transit and storage, marked with the PO number and accompanied by a packing note and all necessary certificates, drawings and documents or as specified in the Contract.

4.4 The Goods must be unloaded at the Delivery Point by the Contractor in accordance with all Legislation and all requirements of this Contract.
4.5 The Goods will only be deemed to be accepted by the Company when the Company notifies the Contractor in writing signed only by the director that the Goods have been accepted ("Acceptance").

4.6 Unless otherwise stated in this Contract, all packaging, carriage and services necessary to achieve Acceptance shall be included in the Price.

4.7 Acceptance of the Goods by Company does not relieve Contractor of any of its obligations under the Contract.

4.8 If Company reasonably determines that:

- (a) the Goods do not comply with the Contract; or
- (b) Contractor has breached any of the terms of the Contract, Company may reject the Goods by giving a written rejection notice to Contractor.

4.9 If Goods are rejected by Company, and Contractor does not repossess the Goods within thirty (30) days after receiving notice of rejection, Company may sell or otherwise dispose of the Goods at Contractor's cost.

4.10 Contractor must reimburse Company for any costs or expenses incurred by Company as a consequence of the rejection of the Goods.

4.11 If the Company is not ready for delivery of the goods, the Contractor shall store the goods at its expense until the Company notifies the Contractor in writing by signed by the director that the Company is ready to receive the goods

4.12 All PO for goods or services over \$10,000 must be signed by the director to constitute a valid PO of the Company.

4.13 Any goods may be returned for credit at any time before or after delivery. A maximum 2% restocking fee may be applied at the Contractors discretion.

5 TITLE AND RISK

5.1 Title in the Goods or any part thereof shall pass to Company on allocation of the Goods (or items thereof) to this Contract or delivery of the Goods to the Delivery Point or on payment by Company (whichever is earlier).

5.2 The Goods remain at the risk of Contractor until Acceptance by Company.

6 COMPANY PROVIDED INFORMATION

6.1 Contractor acknowledges and agrees that:

- (a) Company makes no representations or warranties as to the sufficiency, accuracy or completeness of any Company Provided Information;
- (b) Company Provided Information has been provided to Contractor only to assist Contractor in the performance of its obligations under the Contract and with the provision of Services and/or the Deliverables and Contractor must not rely on that information for any purpose;
- (c) any error or omission in Company Provided Information will have no effect on:
 - (i) the warranties given by Contractor under this Contract; or
 - (ii) the other obligations of Contractor under the Contract;
- (d) Contractor has not and will not rely on Company Provided Information for any purpose unless Contractor has first independently verified the accuracy of Company Provided Information;
- (e) in providing the Deliverables and performing the Services under the Contract, Contractor must assess Company Provided Information and draw its own conclusions as to the accuracy and sufficiency of Company Provided Information and must make its own enquiries and determinations

as to the accuracy and adequacy of such information; and
(f) Contractor will have no Claim arising from or in connection with the inaccuracy, incompleteness or inadequacy of Company Provided Information or the non-provision of information by Company.

6.2 Contractor agrees that it will immediately inform Company should it become aware Company Provided Information, or any information subsequently provided by Company, is insufficient or incorrect in any way.

7 PRICE AND PAYMENT

7.1 Unless otherwise specified in the Contract, the Price is fixed, inclusive of GST, and not subject to escalation or variation.

7.2 Contractor shall submit to Company a claim for payment in the form of a valid tax invoice upon:

(a) delivery of the Goods and upon Acceptance by the Company (ie signed acceptance by the director); and
(b) monthly in arrears for Services. The achievement of Acceptance in respect of Goods is a condition precedent to Contractor being entitled to any payment for the Goods and the Company shall be entitled to withhold such payment until this requirement is fully satisfied.

7.3 Each payment claim submitted by the Contractor shall quote the PO number and title and shall be forwarded together with adequate backing documentation to Company at the address and for the attention of the person detailed in the PO.

7.4 The Company shall, within 10 Working Days after receiving a valid payment claim, issue to Contractor a payment schedule certifying the amount due from Company to Contractor pursuant to the payment claim. If the amount certified is less than the amount claimed, the payment schedule must state the reasons for any difference and, if it is less because Company is withholding payment for any reason the Company's reasons for withholding payment.

7.5 Company may withhold all or part of any payment to Contractor without payment of interest for any of the following causes:

(a) if any payment claim is not supported by the documentation specified in the Contract;
(b) in respect of Goods/Services or any part thereof that is not in accordance with the Contract;
(c) in respect of any breach by Contractor of this Contract;
(d) in respect of any item in any payment claim disputed by Company; and
(e) in the case of any event of Force Majeure

7.6 Company is entitled to deduct from any monies due to the Contractor any monies due from the Contractor to the Company under the Contract or any other contract. If any dispute connected with the Contract exists between the Parties, the Company may set off an appropriate sum from any monies due.

7.7 Company shall pay to Contractor or Contractor shall pay to Company (as the case may be) the amount stated in the payment schedule as payable to the Contractor or the Company within thirty (30) days after the date of delivery of a valid payment claim under the Contract.

7.8 If sums payable are overdue, the recipient is not entitled to charge interest.

7.9 Where under the Contract a Party is obliged to pay the other Party an amount calculated by reference to an agreed rate or an agreed lump sum, unless the agreed rate or lump sum is expressed to include GST, the Party shall pay the aggregate of:

(a) the amount calculated by reference to the agreed rate or the agreed lump sum (as the case may be) ("Agreed Amount"); and
(b) GST (if any) payable on the taxable supply in respect of which the Agreed Amount is payable.

7.10 Where under the Contract a Party is obliged to pay an amount calculated by reference to the cost, expense, loss or other liability suffered or incurred by that other Party ("Reimbursable Liability") the Party shall pay the aggregate of: (a) the Reimbursable Liability net of input tax credits available to the other Party in respect of the Reimbursable Liability; and

(b) GST (if any) payable on the taxable supply in respect of which the Reimbursable Liability is payable.

7.11 Contractor shall be liable for all Taxes arising in connection with this Contract or any payment under this Contract. Contractor shall indemnify and hold Company harmless from and against all taxes and brokerage fees assessed or levied against Company in respect of any item of equipment provided by Contractor for the purposes of the Contract.

8 REMEDIES

8.1 Contractor must, as directed by Company, promptly repair, replace or re-supply any Goods and/or any Deliverable, or reperform any Services, which are found to be defective or otherwise not in accordance with the Contract in the 12 months commencing on the date of Acceptance or completion of the Services (including removal, reinstallation, access, shipping and labour costs) at no cost to Company. If Contractor fails after reasonable notice to comply with Company's direction, Company may take such action as it considers appropriate to overcome the defect or noncompliance and all costs incurred by Company in taking such action will immediately become due and payable by Contractor to Company on demand, and any such action will not void or affect the warranties given by Contractor under this Contract not constitute a waiver of any other rights or remedies Company may have under the Contract.

8.2 The rights and remedies in this Clause 8 are in addition to and without prejudice to Company's other rights and remedies in law, equity and/or under the Contract.

9 INTELLECTUAL PROPERTY

9.1 Contractor indemnifies, defends and holds harmless Company Group from any Claims for infringement or breach of any Intellectual Property rights relating to the use or supply of the Goods/Services or the Deliverables.

9.2 To the extent that it is applicable, each Party grants to the other a royalty-free, non-exclusive, non-transferable right to use Background Intellectual Property for purposes of performing their obligations under the Contract.

9.3 All Intellectual Property in Company Provided Information shall remain owned by Company and Contractor shall ensure that the originals and all copies (if any) shall be returned to Company on completion of the Services and Contractor and Contractor's Personnel shall, if required, certify that none have been retained.

9.4 On creation all New Intellectual Property vests in Company. If ownership of any New Intellectual Property does not automatically vest in Company by operation of this Clause, Contractor is obliged to assign all right, title and interest in the New Intellectual Property to Company.

9.5 Company grants Contractor a royalty free, non-exclusive, nontransferable licence to use the New Intellectual Property for the sole purpose of performing its obligations under the Contract.

10 CONFIDENTIALITY

10.1 Any information disclosed by or on behalf of Company to Contractor in connection with the Contract is to be treated as confidential by Contractor Group and used only for the provision of the Goods or the performance of the Services. Contractor will not make use of Company's name or publish any matter relating to the Contract without Company's prior written consent. Contractor may disclose confidential information to the extent such disclosure is required under applicable Legislation.

10.2 The provisions of Clause 10.1 shall not apply to any confidential information that Contractor can show:

(a) is in the public domain in substantially the same form and combination as that in which it was disclosed to Contractor (other than as a result of a breach of this Contract);
(b) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
(c) is required to be disclosed under operation of Legislation, by court order or by a regulatory body of competent jurisdiction (but then only to the extent and for the purpose of the required disclosure);
(d) is approved for disclosure in writing by Company; or (e) was developed independently of and without reference to confidential information disclosed by Company.

10.3 Contractor shall, and shall procure that all persons to whom it has disclosed confidential information shall, at Contractor's expense, within seven (7) days of receipt of a written demand from Company:

(a) return to Company all original and copy documents containing confidential information or relating to the negotiations or discussions about the Contract (whether or not in possession of Contractor); and
(b) destroy all original and copy documents containing analysis, studies, compilation and other materials derived from the confidential information.

11 INDEMNITIES

11.1 Contractor indemnifies, defends and hold harmless Company Group from and against, all Claims in respect of:

(a) loss of or damage to property of Contractor Group whether owned, hired, leased or otherwise provided by Contractor Group; and
(b) personal injury including death or disease to any person employed by Contractor Group.

11.2 Company indemnifies, defends and hold harmless Contractor Group from and against, all Claims in respect of:

- (a) loss of or damage to property of Company Group whether owned, hired, leased or otherwise provided by Company Group (but excluding Goods supplied under this Contract); and
- (b) personal injury including death or disease to any person employed by the Company Group.

11.3 Contractor indemnifies, defends and holds harmless Company Group from and against all Claims, irrespective of fault, in respect of injury to or sickness, disease or death of any Third Party and loss of or damage to any property of any Third Party arising out of the negligence or breach of duty (statutory, contractual or otherwise) of the Contractor.

11.4 Notwithstanding any provision to the contrary in the Contract (with the exception of any liquidated damages and any predetermined termination fees), Company indemnifies, defends and hold harmless Contractor Group from Company's own Consequential Loss and Contractor indemnifies, defends and holds harmless Company Group from Contractor Group's own Consequential Loss, relating to, arising from or in connection with the performance or non-performance of the Contract.

11.5 Subject to clause

11.4, Contractor indemnifies, defends and holds harmless Company from and against, all Claims in respect of direct loss or damage suffered by Company arising out of the supply of Goods or Services or the failure to supply the Goods or Services in accordance with the Contract.

11.6 All exclusions and indemnities given under this Clause 11, apply irrespective of whether any Claim is made in tort, under contract or otherwise at law and apply irrespective of cause and notwithstanding the negligence (including gross negligence) or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party.

12 INSURANCE

12.1 Contractor shall effect and maintain throughout the continuance of this Contract, insurance policies which shall include but not be limited to the minimum types and amounts specified in Clause 12.6. Contractor shall bear any and all excesses, deductibles or franchises incorporated therein.

12.2 All legal liability policies required under Clause

12.1 shall:

- (a) contain an agreement from the insurers to waive their rights of subrogation against Company Group; and
- (b) provide that Company is given not less than thirty (30) days notice of cancellation or material change to cover. The provisions of this Clause 12 in no way limit the liability of Contractor under the Contract.

12.3 Contractor shall provide Company with a certificate of insurance endorsed by Contractor's insurers or brokers for each of the insurances referred to in Clause 12.6 within five (5) days of issue of the PO. Failure to provide such a certificate may be taken by Company as conclusive evidence that Contractor has failed to meet its obligations to provide the required insurance cover under this Contract.

12.4 If any policy is cancelled or if there is a material change which may affect Company's interest or if Contractor shall fail to effect or maintain any policy which it is required by this Contract to effect and maintain, Company may at its sole discretion effect and maintain any such insurance or additional insurance as Company shall consider necessary and recover the cost from Contractor.

12.5 Contractor will take all reasonable measures to protect Company from Claims. Where any Claim is material, Contractor must immediately notify Company in writing. Company retains the right but not the obligation to give reasonable directions to Contractor as to what measures to be taken.

12.6 The insurances referred to in Clause 12.1 are:

- (a) worker's compensation insurance to the full extent required by all Legislation; and
- (b) employer's liability insurance of not less than the amount stated in the PO per occurrence or series of occurrences arising from the one event; and
- (c) where any Goods are to be supplied as part of the Contract, product liability insurance for an amount in respect of any one occurrence not less than the amount stated in the PO. The policy must cover Contractor, all sub-contractors and their respective employees and agents in respect of liability to each other and to third parties for death or injury or damage to property other than the Goods. Contractor indemnifies the Company

against any such liability; and

(d) general third party insurance with a combined bodily injury and property damage limit of not less than the amount stated in the PO or equivalent per occurrence or series of occurrences arising from the one event. Such insurance shall contain an indemnity to principals clause.

13 CANCELLATION & TERMINATION

13.1 Company may cancel all or part of the Contract for its convenience by written notice. If Company cancels for its convenience, Contractor will be entitled to payment only for any goods or services Accepted by the Company prior to the cancellation notice, and to no other amounts or damages whatsoever.

13.2 Company may, in addition to its other rights or remedies, terminate all or part of the Contract by immediate written notice for:

- (a) Contractor's actual or anticipated breach of any Contract provision and failure to correct such actual or anticipated breach within a time period stipulated by Company; or
- (b) any act related to bankruptcy, reorganisation, receivership or insolvency. Upon termination, Company may immediately take possession of any of the Goods to be provided under the Contract; or
- (c) any breach of Clause 19 and/or Clause 20.

13.3 If Company terminates for Contractor's default, Contractor indemnifies, defends and holds harmless Company against all costs (including legal costs) or expenses incurred by Company in obtaining the Goods/Services elsewhere and/or arranging for a third party to supply or complete the Goods/Services.

13.4 The following Clauses survive the cancellation or termination of the Contract: 3, 5, 7, 9, 10, 11, 12, 13, 17 and 20.

14 ASSIGNMENT

14.1 Contractor must not assign, transfer or sub-contract the Contract in whole or in part or any legal or equitable interest without the prior written consent of Company.

14.2 Company is entitled to freely assign or transfer the Contract in whole or in part or any legal or equitable interest to any third party by giving written prior notice to Contractor.

15 FORCE MAJEURE

15.1 Neither Party is responsible for any failure to fulfil any term or condition of the Contract if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence which has been notified in accordance with Clause 15.2 which is beyond the control and without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, it is unable to provide against. Each Party is to use its best endeavours to avoid, circumvent or overcome the circumstances of Force Majeure.

15.2 If an event of Force Majeure occurs, the Party that is or may be delayed in performing under the Contract shall notify the other Party in writing without delay giving the full particulars thereof and shall immediately and continuously use all reasonable endeavours to remedy the situation without delay. 15.3 Neither Party shall be liable to the other Party for costs incurred by the other as a result of any delay or failure to perform arising from an event of Force Majeure notified in accordance with Clause 15.2.

15.4 If an event of Force Majeure prevails for a period of sixty (60) days then Company may terminate the Contract forthwith by giving notice.

16 HEALTH, SAFETY, SECURITY & THE ENVIRONMENT

16.1 Contractor must comply with and ensure all Contractor Personnel comply with: (a) all Legislation affecting health, safety, security and the environment ("HSSE") in respect of the provision of the Goods or the performance of the Services; and (b) Company's HSSE policies; Contractor to request a copy of the policy if it is not provided with the Contract.

16.2 Company may on notice to Contractor and without any further consent of Contractor undertake, at any time, an HSSE risk and impact assessment of the Contractor's (and Contractor Personnel) work policies and procedures in relation to the provision of the Goods or the performance of the Services. For the avoidance of doubt, the Contractor irrevocably consents to an HSSE risk and impact assessment being undertaken by or on behalf of the Company in accordance with this Clause 16.2 and to provide unfettered access to relevant work sites, personnel and equipment.

16.3 Should Company determine, at its sole discretion that the results of the risk and impact assessment under this Clause 16 indicate

sufficient HSSE exposure in relation to the provision of the Goods or the performance of the Services, Company is entitled to direct Contractor (and Contractor Personnel) to undertake at Contractor's cost and within an agreed timescale, remedial actions which Company considers necessary to reduce or eliminate the HSSE risk(s), impact or noncompliance.

17 AUDIT

17.1 Contractor represents and covenants that it maintains accurate and complete books and records and internal controls, consistent with accounting principles, practices contained in International Financial Reporting Standards and all applicable laws.

17.2 Company has the right to audit all Contractor's records relating to the provision of Goods/Services. Contractor will keep and make all records available for twenty four (24) months after delivery of the Goods and/or completion of the Services. If any audit detects over charging to Company in excess of two percent (2%) of the Price, Company may invoice Contractor for all audit costs.

18 GENERAL

18.1 Company's right to require strict performance of the terms of the Contract are not affected or waived by any failure to enforce any of the terms or by Company's acceptance of performance under the Contract.

18.2 The Contract does not create any partnership between Company and Contractor.

18.3 The contents page and headings in the Contract are for convenience only and do not affect the interpretation or construction of the Contract.

18.4 No representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by Company or by any member of Company Group as to, or in relation to, the accuracy or completeness of any information made available to Contractor Group.

18.5 A person or company who is not a Party has no right under any legislation to enforce any term of the Contract notwithstanding that any term may be construed as conferring a benefit on such person or company.

18.6 Any notice under the Contract is to be delivered in writing in the English language personally, by courier, by recorded delivery or sent by facsimile (with confirmation) to the other Party at the registered address or an address specified in the Contract and for the attention of any individual specified in the Contract. If no individual is specified for Company, then it is to be marked for the attention of the Director.

18.7 The Contract may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any Party (including any duly authorised representative of a Party) may enter into the Contract by executing a counterpart.

18.8 If any part of the Contract is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the Contract shall not be affected and every part of the Contract shall be severable and separately valid and enforceable.

19 AGENTS AND INTERMEDIARIES

19.1 Contractor represents, warrants and undertakes to Company that it has not and that each other member of Contractor Group and other Representatives have not: (a) used and will not use, the services of an agent or intermediary; or (b) made or offered to make, and will not make any payment or transfer of anything of value directly or indirectly to any agent or intermediary or to any Company representative, in connection with Contractor's prequalification/short listing for, or the award of, the Contract or in connection with any variation under, or amendment to, the Contract.

19.2 Any breach of this provision is a material breach of the Contract entitling the Company to terminate the Contract in accordance with Clause 13.2.

20 ANTI-CORRUPTION OBLIGATIONS

20.1 Contractor undertakes that in relation to the Contract:

- (a) it and its Representatives comply with all relevant laws in relation to corruption, fraud and bribery and specifically United Kingdom Bribery Act 2010 (UKBA 2010);
- (b) it and its Affiliates have adequate policies and procedures in relation to business ethics and conduct which are compliant with UKBA 2010 and relevant guidance;
- (c) neither it nor any of its Representatives has at any time been investigated or is being investigated or been suspected in any jurisdiction of conduct which constitutes corruption, fraud or bribery; and

(d) there is no relationship between

- (i) Contractor's Representatives or any member of the Contractor's or any Representatives' immediate families, and
- (ii) any foreign public official (as defined in the UKBA 2010) which may be or may reasonably be considered to be influencing matters connected with the Contract, save as has been notified to Company in writing.

20.2 Contractor will notify Company immediately in writing if at any time it becomes aware that any of the circumstances set out in Clauses 20.1(c) and 20.1(d) above are not as represented and will promptly take all such steps as may be necessary and/or requested by Company which are designed to ensure minimum adverse effect on Company's reputation and the Contract.

20.3 Contractor indemnifies and holds Company and its Affiliates harmless from and against any and all claims, damages, liabilities, losses, penalties, fees, costs and expenses arising from or related to, any breach of this Clause. 21 BUSINESS PRINCIPLES 21.1 Contractor shall, and shall ensure its Representatives, act in a manner consistent with QSD Group Business Principles below so as to enable Company to operate in accordance with those principles in relation to this Contract. Contractor confirms that it will provide the Goods/Services in all respects in accordance with these Business Principles, and other Company business principles, policies and procedures which may become applicable as notified in writing by Company to Contractor from time to time. QSD GROUP BUSINESS PRINCIPLES Conduct • We act with integrity, fairness and transparency. • We comply with legal, regulatory and licence requirements. • We do not tolerate corruption in any form, whether direct or indirect. • Our investment criteria take account of economic returns, environmental impacts, social consequences and human rights. • High standards of corporate governance are integral to the way we manage our business. People • We treat people with fairness, respect and decency. • We help employees to develop their potential. • We believe that all injuries are preventable. • We provide healthy, safe and secure work environments. Society • We work to ensure that neighbouring communities benefit from our presence on an enduring basis. • We listen to neighbouring communities and take account of their interests. • We support human rights within our areas of influence. Environment • We make a positive contribution to the protection of the environment. • We go beyond compliance with local environmental regulation to meet internationally accepted best practice. • We reduce to the minimum practicable any adverse effects of our operations on the environment.

22 GOVERNING LAW & DISPUTE SETTLEMENT

22.1 This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the law of Queensland.

22.2 The Queensland courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Contract including a dispute relating to any non-contractual obligations arising out of or in connection with this Contract and the parties submit to the exclusive jurisdiction of the Queensland courts.

22.3 This Contract is not governed by the United Nations Convention on Contracts for the International Sale of Goods (1980) or any other international conventions relating to the sale of goods.