

1. Contract Documents and Formation

- 1.1. This Contract between the Northern SEQ Distributor-Retailer Authority trading as Unitywater (ABN 89 791 717 472) ('UW') and the Contractor is: a) comprised of the following documents provided by UW, in descending order of precedence: (i) Schedule 1 – Special Conditions (if any), (ii) these Terms and Conditions, (iii) Annexures (if any); (iv) the Order, (v) Specifications, and (vi) drawings (if any); and b) made as at 9:00am AEST on the date of the Order and represents the entire agreement in relation to the subject matter.
- 1.2. Any other documents provided by UW for the purpose of the Order including reports are for the Contractor's information only, do not form part of the Contract, and may not be relied on by the Contractor.
- 1.3. The Contractor acknowledges and agrees it has read and understood this Contract and had the opportunity to seek legal advice.
- 1.4. If UW provides any design, specification or documentation (Prior Design Work), the Contractor agrees it shall be fully responsible for the whole of the design, specification and documentation of the Works despite any errors, inconsistencies, or omissions in the Prior Design Work.
- 1.5. The Contractor has fully informed itself on all aspects of UW's requirements and has represented that it can meet the requirements.
- 1.6. The Contractor is deemed to have accepted UW's offer by performing any of its obligations under this Contract including performing WUC.
- 1.7. Any variations to the WUC and corresponding changes to the Contract Sum shall be agreed to in writing by the parties.
- 1.8. Unless agreed in writing between the parties, this Contract applies to the exclusion of any terms and conditions appearing on or forming part of the Contractor's dockets, quotes, invoices or other documentation, including any terms issued by the Contractor on performance of the WUC, or any terms and conditions that generally apply to the Contractor's supply to other parties.
- 1.9. A counter-offer by the Contractor on substituted terms and conditions is not binding on UW unless UW accepts the counter-offer in writing. In the absence of a written acceptance, this Contract applies.

2. Scope

- 2.1. The Contractor is to perform the WUC at the Site by the Date for Practical Completion in accordance with this Contract.
- 2.2. Time is of the essence. The Contractor accepts the risk, including delay risk, for Inclement Weather.
- 2.3. UW agrees to pay the Contract Sum to the Contractor in consideration for the WUC on the Date of Practical Completion.
- 2.4. Unless otherwise stated in the Order, the Contract Sum is fixed and includes all costs incurred by the Contractor in supplying the WUC (including materials, transport, delivery, insurance, export, import, customs, taxes, duties, exchange rates, loading and unloading).
- 2.5. The Contractor shall not commence the construction of any part of the Works until the design, specification and documentation for that part of the Works is completed and UW has consented to their use for the purpose of the Works.
- 2.6. The Contractor shall prepare the plans listed in the Specifications prior to commencing WUC at the Site.
- 2.7. To enable the WUC to be used, the Contractor is to deliver to UW all design documents, as constructed drawings, keys, and legible English language operating manuals, instructions, passwords, and reference material about or relating to the WUC and the Works by the Date for Practical Completion.
- 2.8. Title in the materials passes to UW on delivery to the Site following inspection by UW. Any materials found to be wrongly supplied, faulty or damaged may be returned to the Contractor at the Contractor's sole cost.
- 2.9. Performance of the WUC is only to occur between 6:00am and 6:00pm AEST on Business Days at the Site, unless otherwise stated in the Specifications.
- 2.10. UW is not responsible for any WUC performed or Works supplied by the Contractor without an Order. If the Contractor is unable to perform any of the WUC or complete the Works by the Date for Practical Completion, the Contractor is to inform UW as soon as

possible.

- 2.11. The Contractor shall not vary any part of the WUC, the Works or the Contract except as agreed in writing with UW.

3. Invoice

- 3.1. The Contractor shall invoice UW for the total Contract Sum within 14 days after the Date of Practical Completion unless previously agreed in writing by the parties.
- 3.2. All invoices must be sent to Accounts Payable accounts-payable@unitywater.com or Accounts Payable, Unitywater, PO Box 953, Caboolture QLD 4510. All correspondence in connection with this Contract other than invoices or payment correspondence is to be sent to the address shown on the Specifications.
- 3.3. All Tax Invoices must include a reference to the corresponding UW Purchase Order (PO) number (The format being 3 alpha and 6 numeric characters e.g. ABC123456) for the UW Order. A Tax Invoice will not be considered as valid and eligible for payment unless and until the Tax Invoice is provided to UW with the correct PO number for the Order.
- 3.4. If the supply of WUC is a Taxable Supply (as that term is defined in the GST Act), then the invoice provided by the Contractor must be in the form of a valid Tax Invoice.
- 3.5. If GST is payable on the supply of the Order, then subject to the receipt of a valid Tax Invoice, UW is to pay the Contractor an amount equal to the amount of GST payable on the taxable supply at the same time as the taxable supply is paid.

4. Payment

- 4.1. UW will pay to the Contractor, the amount stated on a valid and correctly rendered invoice (as reasonably determined by UW) within 25 Business Days from the invoice date unless otherwise stated on the Specifications.
- 4.2. Payment shall be made into the Contractor's nominated bank account in accordance with the details provided by the Contractor in the Supplier Portal. Payment will be deemed to have been made when the funds are credited to the Contractor's nominated bank account and UW will be fully discharged of its obligation to pay the Contractor.
- 4.3. UW will not be responsible for any delays in funds being credited to the Contractor's nominated account, or errors due to factors outside UW's reasonable control, including but not limited to, delays or errors in the banking system or errors in bank account details supplied.
- 4.4. The Contractor agrees to repay any amounts paid to the Contractor by UW in error, on reasonable request in writing.
- 4.5. If UW, acting reasonably, disputes an invoice, it is not obliged to pay the disputed portion of the invoice until the dispute is resolved.
- 4.6. The Contractor is to comply with its obligations according to, and not cause UW to be in breach of, the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) ('BIF Act').
- 4.7. After being established as a supplier by UW, the Contractor may be provided with access to UW's Supplier Portal. Following the date of such access, all payment and contact information and related updates of the Contractor will be managed by the Contractor through this platform.
- 4.8. The Contractor is solely responsible for ensuring that at all times all payment information is true, accurate and complete in all material respects and not misleading in any material respect (including by omission) not entitled to make any claim for any cost, loss, damage or expense it suffers or incurs out of or in connection with any errors contained in the information contained within the Supplier Portal.

5. Warranty

- 5.1. The Contractor warrants that the: (i) WUC is fit for purpose, meet Australian Standards including AS/NZS 4020 if for use in contact with drinking water, conform to any sample supplied, will not adversely affect public health when used for purpose, complies with the requirements of the Contract, and will not, or will not cause UW to, breach any law; (ii) Contractor will be suitably qualified and

experienced, and use properly skilled, qualified and experienced persons and subcontractors, shall ensure the Works are constructed in a proper and workmanlike manner, punctually, with due care, skill and diligence, and otherwise in the manner UW reasonably requires; (iii) materials used in WUC are new, not used, of high and merchantable quality, and are free from defect, lien, charge, security interest and encumbrance; (iv) Contractor has obtained the necessary approvals for the supply of the WUC; (vi) to the extent any WUC requires a licence, the Contractor holds the appropriate licence; and (vii) Contractor has not provided any false or misleading information, has declared any conflict of interest, and will act ethically, honestly and in good faith.

- 5.2. As a prerequisite to achieving Practical Completion, the Contractor shall assign to UW, the benefit of all manufacturers' warranties for any WUC, materials or Works on request from UW.

6. Defective Works

- 6.1. If, during the Defects Liability Period, any of the Works is found to be Defective, the Contractor shall carry out rectification work and re-test all rectified Works as reasonably directed by UW and at times and in a manner so as not to inconvenience UW or any other persons performing work at the Site.

- 6.2. If the Contractor fails to complete the rectification work as directed, UW may have the rectification work carried out by others, without prejudice to any other rights and remedies UW may have. The reasonable cost incurred for the rectification work will be monies due and payable by the Contractor to UW.

7. Safety

- 7.1. The Contractor shall use good industry practice to cooperate, and coordinate WUC with all persons performing work at the Site to avoid disruption or delay to both the WUC, and work performed by other persons at the Site. The Contractor acknowledges that it shall not be entitled to any variation, extension of time or other claim arising out of, or in connection with any failure to cooperate, or coordinate in relation to work at the Site.
- 7.2. The Contractor shall allow access to and through the Site to UW and any other persons as reasonably directed by UW.
- 7.3. The Contractor, its employees and subcontractors, in performing the WUC, are to: (i) follow direction from UW, and not otherwise interfere with UW's activities or the activities of any other person at the Site; (ii) Comply with: UW policies including the UW code of conduct; UW Personal Protective Equipment Requirements; National heavy vehicle, and work, health and safety laws; and all lawful directions given by UW and any person authorised by law to give directions to the Contractor; (iii) Ensure that the WUC is performed in a safe manner and in such a way which does not adversely affect public health, safe working practices, safety and care of property or continuity of work at the Site; (iv) Provide UW copies of relevant material safety data sheets; (v) maintain work, health and safety records and notify UW of any breach or potential breach by the Contractor or its employees or subcontractors of any work, health and safety law; (viii) discharge its duties under work, health and safety law and ensure its employees and subcontractors discharge their respective duties under work, health and safety law. (vi) have a sufficient workplace health, safety and environmental management plans in place to ensure the effective management of health, safety and the environment during the carrying out of the Deliverables; (vii) ensure that appropriate risk assessment methods are in place and operated to control ongoing work activities at a sufficiently detailed level; (viii) will immediately notify Unitywater and provide all information reasonably requested by Unitywater in the event of a health, safety or environmental incident. (ix) must ensure that Unitywater is notified of any regulatory notifications or enforcement notices that are received by the Supplier relating to workplace health, safety or environmental matters which take place in connection with the provision of Deliverables to Unitywater; (x) have a sufficient workplace health, safety and environmental management plans in place to ensure the effective management of health, safety and the environment during the carrying out of the Deliverables; (xi) ensure that appropriate risk assessment methods are in place and operated to control ongoing work activities at a sufficiently detailed level; (xii) will immediately notify Unitywater and provide all information reasonably requested by Unitywater in the event of a health, safety or environmental incident. (xiii) must ensure that Unitywater is notified of any regulatory notifications or enforcement notices that are received by the Supplier relating to workplace health, safety or environmental matters which take place in

connection with the provision of Deliverables to Unitywater.

- 7.4. The Contractor acknowledges and agrees that when its employees and subcontractors are attending the Site, UW may by either breath or saliva sample, at any time, conduct random tests for alcohol and drugs on the Contractor's employees and subcontractors and exclude any person from the Site who tests positive to drugs or has an alcohol reading over 0.00%.

- 7.5. The Contractor acknowledges and agrees that if part of the WUC to be provided under the Order are to be performed at a UW workplace, or on behalf of UW, the Contractor, its employees and subcontractors will register in UW's contractor management system, Sitepass via <http://unitywater.mysitepass.com/> and successfully complete the assigned induction requirements prior to arriving on site. Please direct any queries to sitepass@unitywater.com or refer to Sitepass External User Guide.

8. Environment

- 8.1. The Contractor shall take all action necessary to protect and preserve the environment from harm or damage arising from, or in connection with the carrying out of WUC.
- 8.2. The Contractor shall notify UW of any environmental harm, promptly rectify any harm and provide a report on any harm and its rectification to UW on reasonable request.

9. Unitywater Property

- 9.1. UW Property remains the property of UW. No property rights are transferred from UW to the Contractor by this Contract.
- 9.2. The Contractor is not to use or modify UW Property except in the proper performance of this Contract.
- 9.3. The Contractor is to take reasonable care of UW Property and hand over to UW any UW Property when it is no longer required by the Contractor for the purpose of this Contract or in any case within seven days of request by UW at the Contractor's expense.
- 9.4. The Contractor is responsible for care of the whole of Works, the materials, and WUC from and including the date of commencement of WUC to 4:00 pm on the Date of Practical Completion.
- 9.5. The Contractor is liable for loss or damage to the Works, WUC and materials that occurs prior to Practical Completion. The Contractor isto carry out rectification work to the Works, and WUC as soon as reasonably practicable after loss or damage occurs.

10. Personal property

- 10.1. The parties agree that for the purposes of section 115 of the *Personal Property Securities Act 2009* (Cth) (PPSA), sections 120, 126, and 128 of that Act are not to apply to any collateral related to this Contract.
- 10.2. If UW determines that the Contract or a transaction in connection with it is or contains a security interest, the Contractor agrees to do anything as UW may reasonably require to ensure the security interest is reasonably enforceable, perfected and otherwise effected and ranks ahead of other security interests, enables UW to apply for and obtain any registration or notification in accordance with the PPSA, and enables UW to exercise any rights in connection with the security interest or the property the subject of the security interest.

11. Intellectual property

- 11.1. UW grants the Contractor a non-exclusive, global, revocable licence to the end of the Defects Liability Period (excluding the right to sublicense) to use UW intellectual property for the purpose of fulfilling this Contract.
- 11.2. For intellectual property provided by the Contractor, the Contractor grants UW a perpetual, global, royalty-free, non-exclusive, irrevocable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that intellectual property for the purpose of completing construction of, using, maintaining, upgrading, altering or otherwise dealing with WUC or the Works and any purpose in connection with improvements on or proposed for UW's other sites.
- 11.3. Rights to all intellectual property created for the purpose of, or as a result of this Contract vest in UW.

12. Confidential information

- 12.1. The Contractor is not to disclose or otherwise make

available any information provided by or obtained from UW in relation to this Contract except: (i) to its employees on a need-to-know basis; (ii) with UW's written consent; (iii) if required by law; or (iv) if it is in the public domain, except as a result of a breach of this Contract.

- 12.2. UW may disclose confidential information to (i) the Australian Competition and Consumer Commission if there is a reasonable suspicion of cartel conduct or unlawful collusion; or (ii) the Queensland government under established government protocols or for public accountability purposes.
- 12.3. The Contractor is to deal with personal information provided by or collected on behalf of UW as if it were UW for the purpose of the *Information Privacy Act 2009* (Qld).
- 12.4. The Contractor is to do all things that a reasonable and prudent person would do to ensure that all UW systems and information which it accesses during the course of providing the Services, are protected at all times from unauthorised access or use by a third party or misuse, damage or destruction by any person and report any such incident to UW immediately.
- 12.5. The Contractor is not to disparage UW, where disparage means any act or omission, including written or verbal communication, which is intended, or would reasonably be expected, to harm UW or its reputation or which would reasonably be expected to lead to unwanted, negative, or unfavourable publicity to UW.
- 13. Audit**
 - 13.1. To the extent permitted by law, UW may exchange information about the Contractor's credit and financial standing, history and capacity with any third party.
 - 13.2. The Contractor is to keep proper business and accounting records relating to the supply under this Contract.
 - 13.3. The Contractor is to do all things reasonably necessary to facilitate a prompt and efficient audit of its WUC if requested by UW including providing access to premises, material, records and personnel.
- 14. Insurance**
 - 14.1. The Contractor is to effect and maintain, with UW as a named beneficiary: (i) public liability insurance of no less than \$20 million; (ii) products liability insurance of no less than \$10 million; (iii) comprehensive motor vehicle insurance; (iv) insurance for death or injury to persons employed by the Contractor (workers compensation) (v) insurance for loss or damage to Works and WUC resulting from any cause, and (vi) insurance for loss or damage to materials in storage, in transit and at the Site.
 - 14.2. If the Contractor is supplying professional, design or consulting services as part of the WUC, the Contractor is to effect and maintain professional indemnity insurance of no less than \$5 million for no less than seven years after the Date of Practical Completion.
 - 14.3. If the Contractor's plant and equipment are used on UW premises for this Contract, the Contractor is to effect and maintain plant and equipment insurance against loss, theft, damage or destruction for the full replacement or reinstatement at market value of the plant and equipment.
 - 14.4. Prior to commencing WUC, the Contractor must (upon access being provided to the Contractor) upload to the Supplier Portal copies of certificates of currency to UW for all insurance required under this Contract and notify UW immediately on replacement and termination of any insurance.
- 15. Security**
 - 15.1. Prior to accessing the Site, the Contractor shall provide to UW, reasonable security for the amount and in the form set out in the Specifications for the purpose of securing the Contractor's performance of its obligations under this Contract ('Security').
 - 15.2. The Security may be in the form of either cash (deposited into UW's nominated bank account) or unconditional bank guarantee(s) without time limits. The Security shall be held and may be dealt with by UW subject to the provisions of this Contract.
 - 15.3. On the Date of Practical Completion, UW shall release or

refund 50% of the Security to the Contractor. On completion of the Defects Liability Period, the remaining 50% of the Security shall be released and refunded to the Contractor, subject to UW's right of recourse to the Security.

- 15.4. Security shall be subject to recourse by UW, for any amount due which remains unpaid after the time for payment or for any amount bona fide claimed that remains unpaid after five Business Days after demanding payment. UW may continue to hold the Security after termination of the Contract to the extent of any amount claimed by UW and may apply security after termination where the Contractor fails to pay any amount due within the specified period for payment. Interest earned on the Security will belong to UW.
- 16. Indemnity**
 - 16.1. The Contractor indemnifies and is to defend UW against claims, liabilities, losses, damages, costs (including legal costs) and expenses made against, or suffered or incurred by UW as a result of any breach of this Contract, claim by a third party, intellectual property breach, or negligence, criminal act, or willful act or omission by the Contractor in relation to this Contract including but not limited to (i) any injury, accident or safety related incident on or adjacent to the Site arising out of or as a consequence of carrying out WUC (except to the extent it is due to the negligent act or omission of UW or its employees), or (ii) any actual or threatened environmental damages, destruction, harm or contamination (including in respect of making good environmental damage or in defending claims).
 - 16.2. UW is not required to incur expense before enforcing an indemnity.
 - 16.3. In conducting any claim or proceeding in respect of which the Contractor indemnifies UW, the Contractor will, at the Contractor's expense, comply with UW's reasonable directions.
- 17. Insolvency**

The Contractor is to notify UW immediately in writing if it ceases to carry on its business or pay its debts as and when they become due and payable, commits an act of insolvency or bankruptcy, has an administrator, controller or liquidator appointed, is declared bankrupt or insolvent or is otherwise unable to continue trading for any reason ('Act of Insolvency').
- 18. Termination**

Without limiting the parties other rights and remedies, either party may terminate the Contract if: (i) The other party breaches a clause of this Contract which is not capable of remedy; (ii) The other party breaches a clause of this Contract that is capable of remedy but that other party fails to remedy the breach within 14 days after receiving notice requiring it to do so; or (iii) The other party commits an Act of Insolvency, subject to the *Corporations Act 2001* (Cth) and any relevant Court order.
- 19. Dispute resolution**

The parties agree that their procurement officers will try to settle a Contract dispute within ten Business Days or will, without delay, refer the dispute to a mediator selected by the chairperson of an accredited mediation organisation chosen by UW for a mediation to commence within 15 Business Days. Representatives with the authority to bind the relevant party must attend any mediation and act in good faith to attempt to resolve the dispute. If the dispute is not resolved within 30 Business Days after mediation commences, either party may start legal proceedings.
- 20. Legislative requirements**
 - 20.1. The Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the *Modern Slavery Act 2018* (Cth). The Contractor shall notify UW as soon as it becomes aware of any actual or suspected slavery or human trafficking in connection with this Contract. UW may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of this clause.
 - 20.2. If any part of the Site or the Works is considered by UW to be 'critical infrastructure asset' (as that term is defined in the *Security of Critical Infrastructure Act 2018* (Cth)), then UW may in its sole discretion, require the Contractor to: (i) Notify UW in writing of any ownership or controlling interest (direct or indirect) in the Contractor held by any person or entity outside of Australia ('Foreign Ownership Interest'); and (ii) Undertake security checks on the Contractor's employees,

agents and subcontractors who have access to UW's critical infrastructure assets as directed by UW.

21 Force Majeure

- 21.1. In the event of Force Majeure, the affected party will be excused from performance of its affected obligations to the extent and for the duration of the Force Majeure on the terms in this clause 21.
- 21.2. The affected party must give written notice to the other party setting out the circumstances of Force Majeure, the reasons and extent it is affected and what steps it is taking to make alternative arrangements, and otherwise resume performance of its obligations.
- 21.3. The Contractor is to provide the WUC and the Works using best endeavours: 1) to regard UW as its First Priority when compared with other customers of the Contractor; or 2) if other customer of the Contractor also has First Priority or equivalent arrangement in its contract (and this is reasonably demonstrated in writing), pro rata to UW when compared with that customer.
- 21.4. If UW is unable to: 1) accept delivery or performance of any WUC or Works; 2) pay for any WUC or Works; or 3) provide any input or assistance including but not limited to UW Property, personnel, information, access, or technology; in the usual way, then UW is to provide instructions and information to the Contractor on the proposed alternative arrangement, which the Contractor is to follow.
- 21.5. In the event of Force Majeure, UW has the right to suspend this Contract, provide the WUC and the Works, and obtain the Works and the WUC from a third party for the duration the Contractor is affected by Force Majeure ('Step-in Rights').
- 21.6. If UW exercises its Step-in Rights, the Contractor is to
 - (a) assign its subcontracts to Unitywater or a third party;
 - (b) provide its plant and equipment to Unitywater; and
 - (c) provide all reasonable cooperation and assistance to Unitywater, on request by Unitywater.
- 21.7. UW is to maintain insurance on the Contractor's plant and equipment used while exercising its Step-in Rights and is to return the plant and equipment to the Contractor in a reasonable condition on completion of the Contract or once the Force Majeure has ended, whichever occurs first.
- 21.8. The Contractor will not be liable for any omissions, acts or defaults of UW in exercising its Step-in Rights.
- 21.9. Nothing in this clause 21 will require the Contractor to provide confidential information to UW apart from information which is necessary to enable UW to exercise its Step-in Rights.
- 21.10 If the Contractor fails to comply with clause 21, or if the Force Majeure lasts at least 60 days, in addition to any other remedies, UW may terminate the Contract at no cost to UW.
- 21.11 Neither party has any liability to the other party or any third party for any loss or damage arising out of or in connection with a Force Majeure.

22 General

Neither party is to assign or novate its rights or obligations under this Contract without the other party's written consent. (ii) The Contractor will comply with applicable laws and standards and, when on UW's premises, UW's policies and directions. (iii) The Contractor is to cooperate with UW and do things reasonably required by UW to give effect to this Contract. (iv) If the Contractor becomes aware of a matter which is likely to affect materially the ability of the Contractor to perform this Contract, it will immediately notify UW of it. (v) UW may set off money due to UW from the Contractor, or damages, costs or expenses recoverable by UW from the Contractor, against money due to the Contractor under this Contract or another contract between the parties. (vi) If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract. (vii) Clauses 10, 11, 12, 13, 14 and 17 survive the termination of this Contract. (viii) This Contract is governed by and construed in accordance with the law of Queensland and the parties submit to the jurisdiction of the Courts of Queensland. (ix) Failure or omission by a party to require strict or timely compliance with any provision of this Contract will not affect any right of that party to remedies it may have in respect of any breach of a provision. (x) The Contractor may not subcontract the provision of WUC without the prior written consent of UW. (xi) This Contract does not create a partnership,

joint venture, agency or employment arrangement and the Contractor is not to represent otherwise.

23 Supplier Portal

- 23.1. The parties agree to use the Supplier Portal.
- 23.2. The Contractor acknowledges and agrees that the Supplier Portal will be supplied and administered by the Principal for this Contract.
- 23.3. The Contractor acknowledges and agrees that upon access to the Supplier Portal being granted by the Principal:
 - (a) it will have access to a computer with relevant hardware and software to access the Supplier Portal;
 - (b) it is familiar with or will have sufficient training to use the Supplier Portal;
 - (c) it has or will register itself with the Supplier Portal;
 - (d) where expressly required by the Contract or as otherwise directed by the Principal (acting reasonably), it will upload and transmit all documents as onto the Supplier Portal;
 - (e) it will use the Supplier Portal in accordance with the terms and conditions of use of the Supplier Portal as well as any other specific requirements as directed by the Principal;
 - (f) it will also provide hard copies of any documents uploaded to the Supplier Portal if required by the Principal;
 - (g) it will immediately notify the Principal if it is unable to use the Supplier Portal and provide an explanation why;
 - (h) it will use the full functionality of the Supplier Portal;
 - (i) it will pay all costs associated with the use of Supplier Portal by its officers, employees, agents and subcontractors; and
 - (j) it accepts responsibility for its use of the Supplier Portal, including any technical or other issues which may affect its use of the Supplier Portal.
- 23.4. Without limiting any other provision of this Contract and to the extent permitted at law, the Contractor must ensure at all times all information which it inputted or uploaded onto the Supplier Portal, is true, accurate and complete in all material respects and not misleading in any material respect (including by omission).
- 23.5. The Contractor is not entitled to make any claim for any cost, loss, damage or expense it suffers or incurs out of or in connection with its access to or use of the Supplier Portal including any technical difficulties or failure of the Supplier Portal

24 Interpretation

In this Contract: (i) Clause headings are inserted for convenience only and do not affect interpretation; (ii) "Includes" in any form is not a word of limitation; (iii) The Contract Sum is in Australian currency and an obligation to pay money is an obligation to pay in Australian dollars.

25 Definitions

The following definitions apply to this Contract:

"Business Day" has the same meaning as the definition in Schedule 2 of the BIF Act.

"Contract Sum" means the lump sum stated in the Specifications, or amount otherwise calculated by reference to the Schedule of Rates, and Bill of Quantities for WUC completed;

"Contractor" means the person identified in the Order and its directors, employees, agents and contractors;

"Defect" means that the Works: Do not conform to the Specifications; Have an error, or malfunction; Are not fit for the purpose made known by UW or are not of high or merchantable quality; Do not conform with a sample or test item provided by the Contractor; or Otherwise do not comply with the requirements of this Contract;

"Defective" means that part or all of the Works has a Defect;

"Date for Practical Completion" means the date stated in the Specifications;

"Date of Practical Completion" means the date Practical Completion is achieved;

"Defects Liability Period" means the period commencing on the Date of Practical Completion and continuing for 12 months unless a longer period is agreed to by the parties in writing; "First Priority" means priority in all aspects of the Contract including but not limited to scope, time, quality, quantity and safety;

"Force Majeure" means any event or circumstance, or combination of events and circumstances, which is beyond

the reasonable control of a party (affected party), which directly or indirectly causes or results in default, disruption or delay in the affected party's performance of any of its obligations under this Contract;

"GST" means as defined in the GST Act;

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the Regulations made to that Act;

"Practical Completion" is that stage in the carrying out and completion of WUC, when the Works are complete except for minor Defects: which do not prevent the Works from being reasonably capable of being used for their stated purpose; which UW determines the Contractor has reasonable grounds for not promptly rectifying; and the existence and rectification of which will not prejudice the convenient use of the Works, and a program for rectification of the minor Defects has been agreed to between the parties;

"Order" means the purchase order issued by UW to the Contractor for the Works and WUC to be completed under the Contract;

"Site" means the lands to be made available to the Contractor by UW for the purpose of the Contract, as delineated on the Site Plan in Annexure A to this Contract;

"Specifications" means the document issued by UW titled 'Specification' to the Contractor for the Works and WUC to be completed under the Contract;

"Supplier Portal" means the Principal's TechnologyOne interface portal which must be used by the Contractor in accordance with the terms of the Contract;

"Tax Invoice" means as that term is defined in the GST Act; "UW Property" means all property owned by UW including real, personal, and intellectual property;

"Works" means the whole of the work to be carried out and completed in accordance with the Contract, including variations provided for by the Contract, which by the Contract is to be handed over to UW (including, without limitation, any materials to be supplied by the Contractor, and to become the property of UW, whether or not the materials are intended to be affixed to the Site);

"WUC" means the work which the Contractor is or may be required to carry out and complete under the Contract and includes variations, maintenance works, remedial work, construction plant and temporary works, and any Provisional Work directed by UW.