

1. INTERPRETATION

1.1 Unless the context otherwise requires, words in the singular include the plural and vice-versa, and "Tasman Rope Access", "we", "our" and "us" means Tasman Rope Access (ABN 27 604 876 324) issuing the Purchase Order.

PART A – STANDARD CONDITIONS

2. APPLICATION OF THIS PART

2.1 **Part A** conditions apply to all Contracts for the supply of Goods and/or Services to us.

3. CONTRACT AND PRECEDENCE

3.1 Unless otherwise expressly agreed to in writing by the Parties, the Contract comprises the Purchase Order, any special terms and conditions, all Documents attached to or expressly incorporated by reference in the Purchase Order (except as noted in **clause 3.5** below) and these Purchase Order Terms and Conditions.

3.2 The Purchase Order, bearing an order number issued by Tasman Rope Access, is the only form which will be recognised by us as authority for charging Goods and/or Services to our account and supersedes all previous communications and negotiations.

3.3 Where the terms of the Purchase Order (including anything incorporated in the Purchase Order by reference) conflict with these Purchase Order Terms and Conditions then the Purchase Order will prevail to the extent of any inconsistency.

3.4 Upon receipt of a Contract (or Purchase Order) by the Supplier unless otherwise specified in the Contract, the performance of the Contract by the Supplier will constitute acceptance.

3.5 To the extent permitted by Law and to the extent the Supplier's terms and conditions are supplied to Tasman Rope Access in respect of the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of the Contract (even if any representative of Tasman Rope Access signs those terms and conditions or annexes the terms and conditions to the Purchase Order).

3.6 The Supplier acknowledges that these Purchase Order Terms and Conditions may be amended by Tasman Rope Access from time to time and the amended Purchase Order Terms and Conditions will apply to any Purchase Orders issued after the date of any such amendment.

4. PRICE

4.1 Unless otherwise specified in the Contract, all Prices are fixed and not subject to escalation, are in Australian Dollars, exclusive of GST, fully inclusive of delivery and mobilisation, and inclusive of all other direct and indirect taxes, levies, duties, costs and charges.

4.2 The Price as defined will be the sole consideration payable to the Supplier for performance in accordance with the Contract.

4.3 Unless otherwise outlined in the Purchase Order, the Supplier must make all allowances to supply the Goods or to complete the Services in accordance with these Purchase Order Terms and Conditions including but not limited to all inductions, travel, accommodation, Safety Equipment, fuel, delivery, transport, labour and downtime.

5. INVOICING AND PAYMENT

5.1 The Supplier's invoice must be forwarded to the dedicated contact set out below:

Email: accounts@tasmanropeaccess.com

Post Box: 75 Verde Drive

Jandakot WA 6164

Australia

The invoice must be valid for the purposes of the GST Act and show the relevant Purchase Order number. Any amount payable to the Supplier for taxation, including GST, duty, excise or other government charges, must be stated separately on the invoice.

5.2 Invoices that do not comply with **clause 5.1** and **clause 5.2** will be returned to the Supplier for correction and resubmission.

5.3 Payment of an approved invoice which complies with **clause 5.1** and **clause 5.2** will be 30 days from the end of the month in which the invoice relating to the Goods and/or Services is received in accordance with **clause 5.1**.

5.4 If an invoice is disputed, Tasman Rope Access may at its own discretion, make payment of any

amounts invoiced which are not in dispute.

5.5 Tasman Rope Access may set off payments made or credits due against one invoice for amounts owing by it or any of its related bodies corporate to the Supplier on any other invoice on any account whatsoever.

5.6 All payments, prior to the final payment, made by Tasman Rope Access to the Supplier are made on an "on account" only basis.

6. PROVISION OF DATA

6.1 The Supplier is required to provide all Documents and Data specified in accordance with or related to the Contract within the time stated in the Contract. The Supplier grants us permission to hold and use all Documents and Data in relation to the Goods and/or Services and acknowledges that we will rely on the Documents and Data in accordance with their specified purpose.

7. CONTRACT VARIATIONS

7.1 Neither Party may make any amendment or variation to the Contract unless agreed to in writing by each Party and signed off by Tasman Rope Access's Chief Operating Officer.

8. TIME AND DELAY

8.1 The Supplier is required to adhere to the delivery/completion dates specified in the Contract and must take all reasonable and necessary steps to avoid or mitigate delays. In the event that the Supplier does not meet the agreed delivery/completion dates (or subsidiary milestones if forming part of a delivery program) then Tasman Rope Access may issue a notice of remedy.

8.2 Upon receipt of a notice of remedy under **clause 8.1**, the Supplier must take urgent remedial action and within one business day of the date of issue of the notice of remedy, notify Tasman Rope Access of the specific underlying issue which caused the failure to meet the agreed delivery/completion dates (or subsidiary milestones) and a proposed remediation plan. Tasman Rope Access will review notice of remedy and, acting reasonably and without prejudice to any other rights, negotiate with the Supplier with a view to agreeing revised delivery dates or a revised delivery program. The Supplier must action the remediation plan without delay and without cost to Tasman Rope Access.

8.3 When the Supplier is aware of a delay or pending delay in the agreed delivery/completion dates (or subsidiary milestones) then it, irrespective of receiving or not receiving a notice from Tasman Rope Access in accordance with **clause 8.1**, must notify Tasman Rope Access of the delay or pending delay and the Parties will act as if the Supplier received a notice from Tasman Rope Access in accordance with **clause 8.1**.

8.4 The exercise by Tasman Rope Access of its rights under this clause shall be without prejudice to any claim for damages or other rights it may have against the Supplier.

8.5 If the Contract specifically states that Tasman Rope Access will be entitled to liquidated damages in the event of late delivery of the Goods or late completion of the Services, the Supplier will be liable to Tasman Rope Access for any liquidated damages stated in the Contract for each day that the delivery of the Goods or completion of the Services occurs after the dates stipulated in the Contract (**Liquidated Damages**).

8.6 The Supplier acknowledges that the Liquidated Damages specified in the Contract are a reasonable and genuine pre-estimate of the loss which Tasman Rope Access will suffer in the event of late delivery of the Goods and/or late completion of the Services.

8.7 The parties agree that, to the extent that clauses 8.5 and 8.5 are void, unenforceable, incorrect or missing the necessary details in the Contract, Tasman Rope Access will be entitled to general damages in accordance with the balance of this clause.

9. DEFAULT, TERMINATION AND INSOLVENCY

9.1 If the Supplier breaches any term, condition or warranty in the Contract and, following receipt of our written notice in relation to any such breach, fails to remedy the default within the timeframe stated in the notice or if such notice does not state a timeframe then within a reasonable timeframe, the Contract may be terminated by us. If we terminate the Contract pursuant to this **clause 9.1**, the liability of the Supplier will be the same as it would have been at common law had the Supplier repudiated the Contract and we elected to treat the Contract as at an end and recover damages.

9.2 If the Supplier becomes insolvent or an external administrator of its business or assets is appointed, or the Supplier makes any assignment of arrangement for the benefit of its creditors then we may, without prejudice to any of our other rights, terminate the Contract.

10. CANCELLATION AND SUSPENSION

- 10.1 In addition to our remedies under **clause 9** above, we may at any time by notice to the Supplier, cancel or suspend in part or whole our requirement for the Goods and/or Services to be supplied pursuant to the Purchase Order.
- 10.2 If the Contract is for Goods then we will only be required to pay for Goods delivered to us prior to us providing notice of cancellation or suspension to the Supplier under **clause 10.1**. If the Contract is for Services, upon receipt of notice of cancellation or suspension under **clause 10.1**, the Supplier will cease providing the Services and do everything possible to prevent incurring further cost. Provided the Supplier is not in default under the Contract and has mitigated the costs incurred, then it may issue an invoice for Services supplied and demonstrable costs properly incurred prior to receipt of the notice of cancellation or suspension and we will make payment in accordance with **clause 5** above. Upon payment by us, title and property to any Goods and/or Services will pass to us.
- 10.3 In the case of a suspension under this **clause 10** which is subsequently waived by Tasman Rope Access, then Tasman Rope Access will notify the Supplier and both Parties, in good faith, will negotiate a revised delivery timeframe.

11. **WARRANTY AS TO QUALITY OF THE GOODS AND THE SERVICES**

- 11.1 The Supplier warrants and will at all times ensure that:
 - 11.1.1 the Goods and Services supplied by the Supplier match the description of the Goods and Services in the Purchase Order;
 - 11.1.2 if the Supplier gave the Company a sample, results or demonstration of the Goods or Services before Tasman Rope Access issued the Purchase Order, the Goods or Services correspond with the sample, results or demonstration;
 - 11.1.3 the Services are performed with the professional skill, care and diligence expected of a skilled and experienced professional Supplier;
 - 11.1.4 the Goods and Services are fit for the purposes set out in, or which an experienced professional Supplier would reasonably infer from, the Purchase Order;
 - 11.1.5 the Goods are new and of merchantable quality;
 - 11.1.6 to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in the Purchase Order;
 - 11.1.7 any items which the Supplier uses or supplies in conjunction with the Services are of merchantable quality and comply with any standards specified in the Purchase Order and are fit for their usual purpose and any purpose described in the Purchase Order;
 - 11.1.8 Tasman Rope Access has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Supplier must pursue any manufacturer's warranties on Tasman Rope Access's behalf if Tasman Rope Access so requests);
 - 11.1.9 the Goods and Services meet or exceed the relevant standards set by the Standards Association of Australia; and
 - 11.1.10 further to the warranty in 11.1.9, the Good and Services meet and exceed any Site-specific specifications where those Site-specific specifications are made known to the Supplier.

12. **PERSONAL PROPERTY SECURITIES ACT (PPSA)**

- 12.1 If one Party (the "**Secured Party**") determines that the Contract (or a transaction in connection with it) is or contains a Security Interest, the other Party (the "**Grantor**") agrees to promptly do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which is reasonably requested by the Secured Party and which is reasonably necessary for the purposes of:
 - 12.1.1 ensuring that the Security Interest is enforceable, perfected (including, where possible, by "control" (as defined in the PPSA) in addition to registration) and otherwise effective; or
 - 12.1.2 enabling the Secured Party to apply for any registration, or give any notification, in connection with the Security Interest so that the Security Interest has the priority required by the Secured Party; or
 - 12.1.3 enabling the Secured Party to exercise rights in connection with the Security Interest, but only to the extent of the Security Interest created.
- 12.2 The Grantor agrees:
 - 12.2.1 to provide at least 10 business days' notice of any change to its name, or any other information which might affect the details recorded in any Financing Statement registered by the Secured Party;
 - 12.2.2 not to change its place of business to a jurisdiction outside of Australia.

12.3 Everything that a Party is required to do under this **clause 12** is at that Party's expense, and neither Party will be responsible for any costs or expenses incurred or payable by the other Party in relation to registering, maintaining or releasing any Security Interest, Financing Statement or Financing Change Statement or giving any notice in relation to a Security Interest.

12.4 The parties agree that to the extent they may be excluded by law:

12.4.1 sections 142 and 143 of the PPSA are excluded and the Secured Party need not comply with the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to the Grantor by the Secured Party after the date of the Contract; and

12.4.2 neither the Secured Party nor any receiver need give any notice required under any provision of the PPSA (except section 135) including a verification statement.

13. POSSESSION OF Tasman Rope Access' GOODS

13.1 If, at any time, the Supplier is in possession of any of Tasman Rope Access' Goods, the Supplier agrees that:

13.1.1 it will re-deliver possession of Tasman Rope Access' Goods to Tasman Rope Access within the following time frames:

13.1.1.1 in respect of any of Tasman Rope Access' Goods that are Serial Numbered Goods, within 80 days of the date on which the Supplier first obtained possession of those Serial Numbered Goods; and

13.1.1.2 in respect of any of Tasman Rope Access' Goods that are not Serial Numbered Goods, within 350 days of the date on which the Supplier first obtained possession of Tasman Rope Access' Goods;

13.1.2 it will not grant, or permit to subsist, a Security Interest or any other interest (whether arising by operation of law or otherwise) over Tasman Rope Access' Goods;

13.1.3 it will not sell, lease, part with possession, or otherwise deal with or dispose of Tasman Rope Access' Goods.

14. LICENCES

14.1 The Supplier will at its cost obtain all requisite licences, permits and authorities required in performance of the Contract and will comply with all applicable laws and regulations in relation to the Goods and/or Services.

15. INTELLECTUAL PROPERTY

15.1 Each Party will retain the rights to any of its own background Intellectual Property that was in existence prior to the Contract. To the extent necessary to perform the Contract or for Tasman Rope Access to enjoy the full benefit of any Goods and/or Services, each Party grants to the other Party a royalty free, non-transferable, non-exclusive right to use any relevant background Intellectual Property. Neither Party will do anything, whether by act or omission and whether directly or indirectly, which may prejudice or infringe the other Party's background Intellectual Property.

15.2 Any new Intellectual Property created during the performance and in relation to the Contract will become the property of Tasman Rope Access and the Supplier will have a royalty free, non-transferable, non-exclusive and revocable and right to use of it for the purposes of the Contract.

15.3 The Supplier warrants to us and our successors in interest that the manufacture, sale or use of the Goods and/or Services will not infringe or contribute to the infringement of any patents, trademarks, designs or copyrights. The Supplier will indemnify and keep indemnified us and our successors in title against any loss or damage (including legal fees and costs) arising from breach of this warranty or prevention or hindrance of use of the Goods and/or Services.

16. CONFIDENTIALITY AND PRIVACY

16.1 Each Party warrants that it will comply with the *Privacy Act 1988* (Cth) as amended from time to time in relation to the collection, use or disclosure of personal information.

16.2 Each Party warrants that any information provided under the Contract which is noted as confidential, or which that Party ought reasonably to know to be confidential, will be treated as Confidential Information and each Party agrees that neither the Contract nor any Confidential Information will be disclosed to any third party without the prior written consent of the other Party (such consent to not be unreasonably withheld) except:

16.2.1 by either Party to any person in connection with an exercise of rights or dealing with rights or obligations under the Contract (including in connection with preparatory steps such as negotiating with any potential assignee or other person who is considering contracting with that Party in connection

with the Contract);

16.2.2 where it is necessary for Tasman Rope Access to make disclosure to any party providing financial accommodation (by virtue of a disclosure obligation owed to a party providing financial accommodation, or in order to procure financial accommodation);

16.2.3 to officers, employees, legal or other advisers, related entities, shareholders or auditors;

16.2.4 to any ratings agency;

16.2.5 to a governmental agency or as required by law (except that this paragraph does not permit a Secured Party to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);

16.2.6 where necessary for the purpose of supplying the Goods and/or Services; or

16.2.7 where the Confidential Information is public knowledge.

16.3 Each Party warrants that the Confidential Information revealed in relation to the Contract will be used solely for the performance of the Contract and no other, and that it will safeguard all Confidential Information.

16.4 Each Party will retain ownership of their Confidential Information and if requested by Tasman Rope Access, the Supplier must return or destroy all Confidential Information immediately on completion of the Contract. The Parties agree that these obligations will survive termination or expiration of the Contract.

17. INSURANCES

17.1 In addition to any insurance which the Supplier is by law obliged to effect, the Supplier will procure and maintain at its own expense and with a reputable insurance company, such policies of insurance which may reasonably be required by Tasman Rope Access having regard to the nature of Goods and/or Services being supplied. In any event, the Supplier will maintain relevant and prudent insurance cover for its liabilities covering all events that may cause loss of or damage to property or injury or death of a person in the performance of the Contract. Such insurance must at least include Workers Compensation, Public Liability (to at least a \$20 million policy limit) and Goods in Transit until the Goods and/or Services are delivered to Tasman Rope Access.

17.2 The Supplier will, on request, produce copies of Certificates of Currency for each and any relevant insurance policy pertaining to their industry.

17.3 The Supplier will ensure that every Sub-Supplier it engages in relation to the Contract carries similar policies of insurance or is covered under the Supplier's own policies.

18. INDEMNITY

18.1 The Supplier will indemnify Tasman Rope Access and keep indemnified against:

18.1.1 loss of or damage to our property, and claims in respect of personal injury or death or loss of, or damage to, any other property, arising out of or as a consequence of the Supplier's performance of the Contract. However, the Supplier's liability to indemnify Tasman Rope Access arising as a direct result of performance of the Contract will be reduced proportionally to the extent that a negligent act or omission or breach by us contributed to the injury, death, loss or damage;

18.1.2 third party claims arising out of, or related to, in any way, the Supplier's performance or supply obligations under this Contract;

18.1.3 failure by the Supplier to comply with any law or the payment of taxes required by law in accordance with this Contract.

18.2 Neither Party will be liable to the other with respect to consequential losses arising from this Contract.

18.3 For the purpose of **clause 18.2** above consequential loss means loss of profit, loss of production, loss of use of plant or facility, business interruption, loss of business opportunity or any indirect, consequential, special, contingent or penal damages suffered or incurred by the other Party.

18.4 To the fullest extent permitted by law, if the Supplier, its employees, servants of agents, enter onto any Site pursuant to or in relation to the Contract, they do so at their own risk.

19. DISPUTES

19.1 The Parties agree to work together to quickly settle disputes that may arise. In the event that any such disputes cannot be negotiated quickly and amicably then the matter must be escalated to the Parties' respective Chief Executive Officers or their nominated representatives. If the Chief Executive Officers or their nominated representatives fail to resolve the dispute within 10 Business Days (or within a mutually agreed time beyond 10 Business Days), and the Parties do not mutually agree to an alternate

dispute resolution process then either Party may choose to commence court proceedings in relation to the dispute.

19.2 Either Party may commence court proceedings in relation to any dispute at any time where that Party seeks urgent interlocutory relief.

19.3 Despite the existence of any dispute, both Parties will continue to fulfil their obligations in relation to the Contract, unless a notice has been issued requesting the other Party to do otherwise.

20. TRANSFER AND SUBCONTRACTING

20.1 The Supplier must not transfer or subcontract any other right, benefit or interest under this Contract without our prior written consent. Such consent must not be unreasonably withheld.

21. GOVERNING AND APPLICABLE LAWS

21.1 The Parties submit to the jurisdiction, law and the courts of the Country, State or Territory in which the Tasman Rope Access entity which is contracting with the Supplier is carrying on business and where the Goods, and/or Services are delivered. We may take proceedings to the courts of any Country, State or Territory in which the Supplier is resident or the Services are to be performed, and the Supplier in such case accepts and submits to the jurisdiction of those Courts.

21.2 Both Parties will comply with all applicable laws, by-laws, ordinances, regulations, proclamations, orders and rules and with the lawful requirements of public and other authorities in any way related to the Contract.

22. NOTICES AND REPRESENTATIVES

22.1 The nominated representatives from both Parties may be identified as such in the Contract.

22.2 Any notice required or permitted to be given or delivered under the Contract to Tasman Rope Access must be addressed to the Tasman Rope Access Chief Operating Officer and delivered to Tasman Rope Access's Address as listed in the Purchase Order.

22.3 Notice will be deemed to have been received by any Party, and will be effective on:

22.3.1 the day given (if personally delivered, sent by confirmed facsimile, electronic mail transmission including any attached scanned documents, receipt verified, to a facsimile number or electronic mail address provided by the receiving Party to the sending Party for the purpose of receiving such notices); or

22.3.2 on the second Business Day after which such notice is deposited, if mailed by certified or prepaid post.

23. RELATIONSHIP

23.1 The Supplier is an independent Supplier and must exercise independent control, management and supervision in the performance of the Contract. The Supplier is not our agent or partner in any way. The Suppliers' personnel will not under any circumstances be considered our employees for any purpose.

24. WAIVER

24.1 Subject to the express terms of the Contract, a right may only be waived in writing, signed by Tasman Rope Access.

24.2 No other conduct by Tasman Rope Access (including but not limited to a failure to exercise, or delay in exercising the right) operates as a waiver of that right or otherwise prevents the exercise of the right.

24.3 A waiver of a right on one or more occasions does not operate as a waiver of that right if that occasion arises again.

24.4 The exercise of a right does not prevent any further exercise of that right or of any other right.

25. CONFLICT OF INTEREST

25.1 The Supplier and its personnel must not hold any office, possess any property, engage in any business, trade or calling, have any obligations by virtue of any contract whereby directly or indirectly, duties or interests are created in conflict with or might appear to be created in conflict with the Supplier's duties or interests under the Contract ("Conflict"). The Supplier must inform Tasman Rope Access of any matter which may give rise to a Conflict at any time.

26. SAFETY, SITE POLICIES AND RULES

26.1 The Supplier, at its own expense, must inform itself and its employees of all applicable policies and rules pertaining to the Site at which the Goods are to be delivered and/or installed or Services are to be performed and must comply and procure that its personnel comply with those policies. This

obligation includes, but is not limited to, attending site inductions and adhering to security processes and occupational health and safety requirements that are imposed by either Tasman Rope Access or the owner, occupier or user of the Site.

26.2 If the Supplier requires personal protective equipment or any other equipment ("Safety Equipment") to comply with Tasman Rope Access or Site policies and rules, Tasman Rope Access may supply the Safety Equipment to the Supplier. The reasonable market value of the Safety Equipment must be paid to Tasman Rope Access by the Supplier. Tasman Rope Access may, at its discretion, either set off from the Supplier's invoice or invoice directly to the Supplier the value of the Safety Equipment used.

27. DEFECTS AND RECTIFICATION

27.1 Unless otherwise specified in the Contract, a defects liability period of 12 months applies from either the date of delivery to the specified delivery point or the installation of the Goods or Services by the Supplier, whichever is the later.

27.2 Upon receipt of a notice from Tasman Rope Access of any defect in any Good during the defects liability period due to defective design, materials, workmanship, unmerchantable quality or unfitness for intended purpose, the affected items or parts must be redesigned, repaired or replaced as appropriate by the Supplier at no cost to Tasman Rope Access prior to the expiration of the time specified in the notice.

27.3 Upon receipt of a notice from Tasman Rope Access during the defects liability period of any deficiency in the Services, the Supplier must correct such deficiency (including by way of providing such additional services necessary to correct such deficiency) at no cost to Tasman Rope Access prior to the time specified in the notice.

28. FLIGHTS

28.1 If indicated on the Purchase Order, Tasman Rope Access will pay for return flights for the Supplier's personnel directly engaged in the performance of the Purchase Order between the Supplier's personnel's nearest capital city and the Site.

28.2 Tasman Rope Access may choose to use its own charter flight to fulfil its obligations under **clause 28**. If the Supplier refuses to use the Tasman Rope Access's own Charter, Tasman Rope Access will have no liability to pay for the Supplier's flights and the Supplier must transport its own personnel to the Site at its own cost.

28.3 The Supplier must provide a minimum of one weeks' notice to Tasman Rope Access in respect of any initial flight booking for which the Company is to pay for under this **clause 28**.

28.4 Flights will only be paid for in the economy section of an aircraft.

28.5 The Supplier will be liable for all costs associated with or caused by:

28.5.1 cancellations caused or requested by the Supplier or its personnel after the initial booking has been made;

28.5.2 amendment to schedules caused or requested by the Supplier or its Personnel after the initial booking has been made;

28.5.3 excess baggage charges unless approved by the Tasman Rope Access Project Manager for the Site in writing prior to the flight departure time;

28.5.4 any loss caused by a failure of the Supplier's personnel to get on board an aircraft;

28.5.5 extra flights outside of the Site's general roster.

(the '**Excess Flight Costs**')

28.6 Tasman Rope Access at its sole discretion, may set off against the Supplier's Excess Flight Costs that have been incurred by Tasman Rope Access under this **clause 28** plus a 10% margin.

28.7 Tasman Rope Access will not be liable for the Service Provider's management flight costs to the Site whether requested by the Company or otherwise.

PART B – GOODS

29. APPLICATION OF THIS PART

29.1 **Part B** conditions apply to all Contracts for the supply of Goods whether in conjunction with the supply of Services or otherwise.

30. QUALITY AND QUANTITY

30.1 Unless agreed in writing by Tasman Rope Access, the specification, quality and quantity of Goods

delivered must not differ from that specified in the Contract.

31. DELIVERY, RISK AND TITLE

31.1 The Supplier will supply the Goods to the delivery point that is specified in the Contract. All Goods will be packed, marked and transported as specified in the Contract but, if not specified, then packed, marked and transported in a proper and suitable manner in accordance with relevant industry standards and in all cases in accordance with the proper requirements of the manufacturer and transportation carriers.

31.2 Unless otherwise agreed, the Supplier will be liable for any incremental or additional freight charges arising from its failure to follow any transport instruction in the Contract or properly describe the Goods being transported.

31.3 Risk in the Goods passes to us upon completion of delivery of the Goods to the specified delivery point. This transfer of risk to us pertains specifically to loss or damage to the Goods but, for the avoidance of doubt, the Supplier's product warranty and defects liability obligations still apply.

31.4 Full unencumbered title to each Good will pass to Tasman Rope Access upon the earlier of:

31.4.1 Tasman Rope Access making payment in full to the Supplier for that Good; or

31.4.2 the Good being delivered to the specified delivery point and being inspected and accepted by Tasman Rope Access.

32. INSPECTION AND TESTING

32.1 We will inspect the Goods as soon as practical following delivery. If we find that the Goods are defective or fail to meet the specifications at any time following delivery and prior to the end of the defects liability period, then we will issue a notice to the Supplier. The Supplier, at its cost, must repair or replace the Goods as soon as possible.

32.2 If test certificates for Goods are specified in the Purchase Order, the Supplier must forward these to us upon completion of testing.

33. INSTALLATION

33.1 If the Contract specifies an installation component in the supply of Goods, then the installation will be treated as Services and will be subject to the conditions set out in **Part C** of this document.

PART C – SERVICES

34. APPLICATION OF THIS PART

34.1 **Part C** conditions apply to all Contracts for the supply of Services, in conjunction with the supply of Goods or otherwise.

35. EXECUTION AND RISK

35.1 The Supplier will commence and complete the provision of the Services at the agreed commencement and completion dates and otherwise in accordance with the Contract.

35.2 At any time during the term of the Contract, Tasman Rope Access may instruct the Supplier to ensure that its personnel report to the nominated Site to commence the supply of the Services outlined in the Contract. The Supplier must within 48 hours of receiving a notice from Tasman Rope Access report to the nominated Site to commence or recommence supply of the Services.

35.3 If the Supplier fails to commence or recommence the supply of Services within 48 hours of receipt of a request under **clause 35.2**, Tasman Rope Access may engage a separate Supplier to undertake the supply of the Services. Tasman Rope Access may claim or apply set off to existing invoices submitted by the Supplier, the difference in cost to Tasman Rope Access in engaging a separate Supplier to supply the Services.

35.4 The Supplier, at its own cost, will provide all of the Suppliers' Equipment.

36. QUALITY OF SERVICE DELIVERY

36.1 Unless agreed to in writing by Tasman Rope Access, the specification, quality and scope of the Services must not differ from that specified in the Contract.

36.2 The Services will be carried out by suitably qualified, skilled and experienced personnel and will be of a high quality and standard; conforming to good professional practice and all applicable industry codes, laws, regulations and standards.

37. INSPECTION AND ACCEPTANCE

37.1 As soon as practical following notification from the Supplier of completion of the Services, Tasman Rope Access will assess the final outcome against the deliverables and specifications in the Contract. If the Services have not met the agreed performance or quality outcomes in the Contract, Tasman Rope Access will issue a notice to this effect to the Supplier.

37.2 Without limiting Tasman Rope Access's other rights under this Contract, the Supplier, at its cost, must remedy or resupply the Services to the standard specified in the Contract as soon as possible and in any event within 3 Business Days (unless agreed to in writing by Tasman Rope Access).

38. PERSONNEL

38.1 The Supplier will ensure that its personnel adhere to acceptable levels of behaviour and with all Tasman Rope Access policies and rules and Site policies and rules.

38.2 Tasman Rope Access reserves the right to issue a notice for the removal of any offending Supplier personnel from Site and/or performance of Services where it is deemed those personnel pose an unacceptable risk to the Contract or others on the Site.

38.3 Unless otherwise agreed in writing by the Parties, for a period of 6 months following the completion of the Contract, neither Party will approach, either directly or indirectly, any of the personnel of the other Party who were involved in providing or receiving the Services, with offers of sub-contract or employment unless the offer results from a publicly advertised subcontract or position for which the personnel of the other Party has directly applied.

39. ACCESS

39.1 In order for the Supplier to complete the Services in accordance with the Contract, Tasman Rope Access will:

39.1.1 ensure that the Supplier has appropriate access to the Site; and

39.1.2 provide agreed and specified support services.

40. DEFINITIONS

“Business Day” means any day other than a Saturday or Sunday on which registered banks are open for business in the state where the business is to be transacted.

“Confidential Information” includes all business, operations, finances, and plans, as well as any patterns, drawings and specifications prepared, supplied or derived by or on behalf of us.

“Contract” means the contract comprising the Purchase Order and all Documents attached to or expressly incorporated by reference in the Purchase Order (except as noted in **clause 3.5**) and these Purchase Order Terms and Conditions.

“Data” means engineering drawings, data, manuals, detailed specifications, certifications and any other data specified in or related to the Purchase Order.

“Documents” means correspondence and any other documents (including but not limited to specifications and drawings) referred to in or annexed to the Purchase Order.

“Financing Statement” or **“Financing Change Statement”** have the meanings given to them in the PPSA.

“Goods” unless otherwise defined herein, includes goods, goods manufactured by the Supplier, materials, equipment, parts and any other ancillary items provided by the Supplier to us as identified in the Purchase Order which forms part of the Contract.

“Grantor” has the meaning given to that term in **clause 12.1**.

“GST” means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth). “GST Act” and “GST Law” also has direct reference to this Act.

“Intellectual Property” means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by Intellectual Property Rights.

“Intellectual Property Rights” means (in the context of a Party) all rights (including moral rights) conferred by law, equity or legislation in relation to Intellectual Property, and all other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967.

“Tasman Rope Access” means Tasman Rope Access and each related body corporate from time to time (as defined in the *Corporations Act 2001* (Cth)) of 75 Verde Drive, Jandakot WA 6164 Australia (individually and together).

“Tasman Rope Access Goods” means any “goods” (as defined in the PPSA) that are owned or leased by Tasman Rope Access or that Tasman Rope Access has an interest in or to which Tasman Rope Access is entitled to possession.

“Party” or “Parties” refers to Tasman Rope Access and the Supplier individually as “a Party” or collectively as “the Parties”. Nothing in the Contract is or will be taken as constituting the relationship of partners, agents, servants, employees, representatives or joint ventures between the two parties.

“PPSA” means the *Personal Property Securities Act 2009* (Cth).

“Price” means the price for the aggregate of the quantities multiplied by the Purchase Order rates for supply of the Goods and/or Services or performance of the Services sold to us by the Supplier under the Contract.

“Purchase Order” means the document containing a unique purchase order number provided by Tasman Rope Access to the Supplier called the ‘order’, ‘original order’, ‘purchase order’ or other document of similar style or type and all Documents attached thereto or expressly incorporated therein and any other provisions, things or matters agreed between the Parties and expressly incorporated therein.

“Secured Party” has the meaning given to that term in **clause 12.1**.

“Security Interest” means a Security Interest as defined in the PPSA.

“Serial Numbered Goods” means goods of a kind that may or must be described by serial number in any financing statement registered in accordance with the PPSA and *Personal Property Securities Regulations 2010* (Cth).

“Services” includes all services to be provided and performed by the Supplier under the Contract (and includes any part of the specified Service and the results of the specified Services).

“Site” means every place in the control or possession of us at which the Goods and/or Services are being supplied.

“Special Conditions” means any special terms and conditions attached or included to a Purchase Order.

“Supplier” means the person, business or entity described in the Purchase Order or otherwise from whom the Goods and/or Services have been ordered.

“Supplier’s Equipment” means all appliances, equipment, plant, vehicles, vessels, tools and things that the Supplier requires for the performance of the Services, whether leased, hired or owned.