These Purchase Order Terms & Conditions (**Conditions**) consist of the following 4 pages and apply to the attached Purchase Order unless the Purchase Order refers to and provides details of a separate executed formal written agreement that applies to the provision of the Supplies.

1. Defined terms & interpretation

In this document:

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.

Contract means the contract between the Supplier and the Customer consisting of:

a) the Purchase Order;
b) these Conditions; and
c) all other documents identified in the Purchase Order including Specifications for the Supplies ordered (excluding any terms and conditions of sale or contract forming part of the Supplier's offer which are not specifically accepted in writing by the Customer to the exclusion of these Conditions).

Contract Price means the Firm Price detailed in clause 3.1.

Controller means, in relation to a person:

a) a controller (as defined in the Corporations Act), receiver, receiver and manager, administrator, liquidator (whether provisional or otherwise) of that person or that person's property or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity; or
b) anyone else who (whether or not as agent for the person) is in possession, or has control, of that person's property to enforce an encumbrance;

Corporations Act means the Corporations Act 2001 (Cth).

Customer means the entity named in the Purchase Order as the Customer.

Delivery means delivery of Products to the Destination and/or the completion of the Services.

Delivery Date means the delivery date identified in the Purchase Order.

Destination means the place of delivery identified in the Purchase Order.

Documents means the documentation to be provided by the Supplier referred to in clause 13.1 and in the Purchase Order and includes Specifications and drawings.

Good Working Order in respect of a Supply means that the Supply performs in accordance with the relevant Specifications for that Supply.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means, in respect of a party, the occurrence of any one or more of the following events or circumstances:

a) its winding up, liquidation or provisional liquidation;
b) the appointment of an administrator under the Corporations Act;
c) the appointment of a Controller or analogous person to it or any of its property;
d) being deregistered as a company or other body corporate or otherwise dissolved;
e) being unable to pay any of its debts as and when due and payable or being deemed to be insolvent under any law;
f) seeking protection from its creditors under any law or entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors;
g) any director of the party takes steps to develop or take a course of action that is reasonably likely to lead to a better outcome for the party than proceeding to its immediate administration or liquidation, so that section 588GA(1) of the Corporations Act (about a safe harbour for directors taking certain courses of action) applies;
h) it otherwise becomes a Chapter 5 body corporate, as defined in the Corporations Act;
i) if the party is an individual, they commit an act of bankruptcy within the meaning of section 40 of the Bankruptcy Act 1966 (Cth) or they are or become bankrupt within the meaning of section 5 of that Act;
j) where the party enters into this Contract as the trustee or a co-trustee of a trust (whether disclosed or not):
    i. the beneficiaries of the trust resolve to wind up the trust, the trustee is required to wind up the trust under the terms of the trust or any applicable Law, or the winding up or termination of the trust commences or occurs for any reason;
    ii. an external administrator is appointed to the trust or the assets of the trust; or
    iii. for any reason the trustee is not or ceases to be entitled to be indemnified out of, or to have a lien over, the assets of the trust for all of its obligations and liabilities, or that right of indemnity is reduced, restricted, or does not have priority over the rights of the beneficiaries of the trust;
k) an analogous event or circumstance to any listed above occurs in any jurisdiction;
l) suspending or threatening to suspend payment of its debts as and when they become due;
m) ceasing or threatening to cease to carry on business; or
n) taking any step or being the subject of any action that is preparatory to, or reasonably likely to result in, any of the above,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the Customer (which approval is not to be unreasonably withheld or delayed).

Product means a Supply that consists of material, goods or other items.

Purchase Order means the document titled "Purchase Order" provided by the Customer to the Supplier that incorporates these Conditions.

Service means the services to be provided by the Supplier under the Contract, including services to install or ensure that the Supplies are in Good Working Order at and after Delivery in accordance with clause 7.3.

Site has the meaning set out in clause 12.2.

Specifications means, in relation to a Supply, all relevant Supplier Specifications, Standards, Warranties and all other specifications provided to the Supplier by the Customer, including without limitation the purposes, requirements, and service levels, stated or referred to in the Purchase Order for the Supplies.

Supply/Supplies means any item or material or Service listed in the Purchase Order to be provided by the Supplier under the Contract.

Supplier means the party specified in the Purchase Order as the supplier who will provide the Supplies.

Supplier Specifications means the Supplier's published descriptions of and technical specification for the Supplies.

Standards means any governmental regulations and standards applicable to the Supplies and any other standards specified in the Purchase Order.

Tax Invoice has the meaning given to it in the GST Act.

Warranties means the warranties for the Supplies set out in clause 7.3.

Worker has the same meaning as in the *Work Health and Safety Act 2011* (NSW).

2. Contract

(a) In consideration of payment of the Contract Price by the Customer, the Supplier must supply to the Customer the Supplies in accordance with the Purchase Order which includes these Conditions.
(b) To the extent that the Supplier's terms and conditions of supply are supplied with the Supplies (including as printed on quotations, consignment notes, invoices, acknowledgement of the Purchase Order or other Documents), those terms and conditions will be of no legal effect and will not constitute part of the terms and conditions applying to the Supply (even if any representative of the Customer signs those terms and conditions or annexes those terms and conditions to this Purchase Order).
(c) The Purchase Order, when issued by the Customer and bearing an order number allocated by the Customer and incorporating these Conditions by reference is the only form which will be recognised by the Customer as authority for charging Supplies to its account.
(d) The Contract does not create any exclusive supply relationship between the Supplier and the Customer. The Customer is not obliged to procure any minimum level of supply from the Supplier

3. Price

3.1 Firm Price

The total value specified in the Purchase Order is:

(a) firm and is not subject to increase;
(b) inclusive of all costs incurred by the Supplier in the supply of the Supplies including all charges for testing, inspection, insurance, labelling, packing, charges for freight, delivery to and off-loading at the Destination and the costs of any items used or supplied in the performance of the Supplies; and
(c) inclusive of all taxes and duties except GST,

(**Firm Price**)

3.2 ABN

The Supplier confirms that its ABN is as set in the Purchase Order.

4. GST

4.1 Definitions

For the purposes of this clause 4:

(a) the expressions **Consideration**, **GST**, **Input Tax Credit**, **Recipient**, **Supply** and **Taxable Supply** have the meanings

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given to those expressions in the GST Act; and

(b) **Supplier** means any party treated by the GST Act as making a Supply under this Contract.

The Supplier confirms that its ABN is as set in the Purchase Order.

4.2 Consideration is GST inclusive

Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with this Contract are inclusive of GST.

4.3 Payment of GST

(a) If GST is imposed on any Supply made under or in accordance with this Contract, the Recipient of the Taxable Supply must pay to the Supplier an amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply at or before the time of payment.

(b) Payment of the amount must be made at the same time and in the same way as payment for the Taxable Supply is required to be made in accordance with this Contract.

4.4 Reimbursement of expenses

If this Contract requires a party (**the First Party**) to pay for, reimburse, set off or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by the other party (**the Other Party**), the amount required to be paid, reimbursed, set off or contributed by the First Party will be the sum of:

(a) the amount of the Reimbursable Expense net of Input Tax Credits (if any) to which the Other Party is entitled in respect of the Reimbursable Expense (Net Amount); and

(b) if the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply,

such that after the Other Party meets the GST liability, it retains the Net Amount.

5. Invoicing and payment

5.1 Payment claims

The Supplier must upon Delivery or at the intervals identified or on the dates specified in the Purchase Order submit to the Customer payment claims accompanied by a valid Tax Invoice clearly showing:

(a) the value of the Supplies supplied within the preceding interval since the previous payment claim;

(b) the Purchase Order number detailed on the Purchase Order; and

(c) any other reasonable information requested by the Customer from time to time to assist the Customer in assessment of the Supplier's claim.

5.2 Payment

The Customer will pay a valid Tax Invoice submitted by the Supplier within the time for payment set out in the Purchase Order which is 30 days after the end of the month in which the invoice is dated. The amount which will be paid by the Customer is the amount the Customer considers to be payable under the Contract. This may not necessarily be the same as the amount claimed by the Supplier in the Tax Invoice. The Customer may deduct from any amount payable to the Supplier under the Contract any amount which is, or in the opinion of the Customer is likely to become, payable by the Supplier to the Customer under the Contract or otherwise. Payment by the Customer is on account only and does not evidence the Customer's acceptance of the Products or Services supplied by the Supplier.

6. Delivery

(a) The Supplies must be delivered to the Destination by the Delivery Date. The Supplier will be responsible for packing, protecting and transporting any Products to the Destination in accordance with all applicable laws and will be liable for all costs up to and including the Products acceptance by the Customer at the Destination.

(b) The Supplier acknowledges that time is of the essence in effecting Delivery of the Supplies and no variation or extension given by the Customer shall be treated as a waiver of this condition.

7. Title, inspection, acceptance, quality and rejection

7.1 Title and risk

(a) Title to and property in the Supplies, free of all liens and encumbrances passes to the Customer on payment of the Contract Price.

(b) The Supplier bears all risk of loss and damage to the Supplies until final acceptance by the Customer in accordance with clause 7.2 of these Conditions.

7.2 Inspection and acceptance

(a) The Customer has the right to inspect or test or reject the Supplies at any time.

(b) Despite any prior inspections or payments all Supplies shall be subject to final inspection which may include measurement, testing or examination and acceptance at the Destination within a reasonable time but not more than 90 days after receipt of the Supplies. Any inspection or test or rejection carried out by the Customer does not relieve the Supplier from any of its responsibilities and obligations under the Contract.

(c) Without limiting any other right or remedy the Customer may have under this Contract, if the Customer receives a Supply that is incorrect, defective or otherwise fails to comply with the terms of this Contract (including any breach of warranty under clause 7.3 in respect of the Supply), the Customer may give the Supplier notice of non-acceptance (**Notice**) of that Supply (**Rejected Supply**) as soon as reasonably possible after the Customer becomes aware of that defect or non-compliance.

(d) The Supplier must, at its own cost and within 5 Business Days (or any longer period allowed by the Customer), of receiving the Notice from the Customer:

(i) collect the Rejected Supply from the Customer or other location where the Rejected Supply is located at that time (as directed by the Customer); and

(ii) supply a replacement Supply to the Customer at no additional charge to the Customer. Such replacement must comply in all respects with this Contract.

(e) Acceptance by the Customer does not waive any of its rights under the Contract. If the Customer accepts any Supplies, this does not extinguish any rights of the Customer if the Supplies do not comply with a term of the Contract.

7.3 Quality warranty

The Supplier warrants that the Supplies:

(a) match the description referred to in the Purchase Order;

(b) are in Good Working Order and fit for the purpose for which supplies of the same kind are commonly supplied or bought and for any other purpose specified by the Customer and made known to the Supplier;

(c) where the Supplies are Product, the Products:

(i) conform to the Specifications;

(ii) are of merchantable quality and, unless otherwise specified in the Purchase Order, are new;

(iii) will be free from contamination or defects in design, material and workmanship; and

(iv) (including their contents, labelling, marking and packaging) comply with the law in the country in which they were manufactured and Australia and any relevant Australian State or Territory in which they are to be delivered;

(d) are free from all liens and encumbrances such as to pass to the Customer good marketable title; and

(e) where the Supplies are Services, in carrying out the Services, the Supplier exercised all due skill, speed, care and diligence and carried out the services in accordance with the Contract, current applicable industry codes of practice and to the standard expected of a suitably qualified, experienced and skilled contractor carried out similar works. The Supplier acknowledges that the Customer has engaged the Supplier to carry out the Services as a result of the expertise of the Supplier in carrying out such works.

8. Defects liability

Without limiting clause 7.2, should any Supply or part of any Supply fail or prove not to be in Good Working Order or otherwise be defective within the defects liability period identified in the Purchase Order (or, where no defects liability period is identified, within 12 months) from the date of Delivery or installation of the Product (whichever occurs later) and/or from the date on which the Service is performed, the Supplier shall promptly repair or replace that Supply upon request to do so by the Customer at the Supplier's cost and the Customer may require the Supplier to reimburse the Customer for any expenses incurred by the Customer in repairing, re-performing or making good (as the case may be) such defective Supplies. Repairs and replacements shall themselves be subject to the above obligations for a further period of 12 months from the date of delivery, re-installation or passing of tests.

9. Intellectual property rights

9.1 No infringement

The Supplier warrants that the Supplies, and the Customer's reasonably foreseeable use of them, will not infringe any intellectual property rights or moral rights of any person. The Supplier grants the Customer a non-exclusive (unless expressly provided in the Purchase Order), assignable, transferable, irrevocable licence to the Supplier's intellectual property to the extent it is required for use of the Product or the Services supplied by the Supplier under this Contract. The Supplier indemnifies and shall keep indemnified the Customer (and its successors in interest) against breach of this warranty and any loss or damage (including legal fees and costs) arising from breach of this warranty or prevention or hindrance of use of the Supplies.

9.2 Ownership

The Customer will own all intellectual property rights arising from performance of the Services for the Customer. The Supplier hereby assigns such rights to the Customer and

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agrees to execute any document reasonably required by the Customer to evidence or perfect such ownership. The Supplier grants the Customer a licence of all intellectual property owned by the Supplier and not assigned under this clause, to enable it to use, modify, maintain and repair the Products and enjoy the benefit of the Services.

9.3 Confidential information

The Supplier must ensure that its officers, employees, contractors and agents keep confidential all information of the Customer or relating to the Contract, and not use or disclose that information except to fulfil its obligations under the Contract. All confidential information supplied by the Customer shall be returned to it by the Supplier on completion of the Contract.

The obligations of confidentiality under this clause 9.3 do not apply to any information that is generally available to the public (other than by reason of a breach of this Contract) or is required to be disclosed by any applicable law.

10. Indemnities and insurance

10.1 Indemnities

The Supplier indemnifies the Customer and its related bodies corporate and the directors, officers, agents and employees, successors and assigns of each of them against all claims, suits, actions, proceedings, demands, liabilities, loss, judgments, costs or damages whether ordinary, special or consequential arising directly or indirectly from or in connection with:

(a) the acts, negligence, omissions or wilful misconduct of the Supplier or any of its employees, agents or contractors;
(b) the Supplies;
(c) a breach of any of the Supplier's warranties or any other terms of the Contract;
(d) a claim that any Product or Service supplied to the Customer infringes upon or misappropriates any intellectual property interest of another; and
(e) a claim of any lien, security interest or other encumbrance made by a third party.

10.2 Insurance

In addition to any insurance the Supplier is obliged to effect under all applicable laws, the Supplier shall effect and maintain, at its own expense, with reputable insurer(s), insurance to cover its liability under this clause 10 and all events that may cause loss of or damage to property or injury or death of a person in the performance of the Supplies, such insurance shall at least include workers compensation, public liability and goods in transit until delivered to the Customer in accordance with the limits and requirements set out in the Purchase Order. The Supplier shall provide evidence of such insurance to the Customer on request and shall ensure that every subcontractor it engages in respect of the Purchase Order carries similar policies of insurance.

10.3 Limited liability

The Customer's liability under the Contract shall not exceed the Contract Price.

11. Cancellation and termination

11.1 With cause

In the event:

a) of the failure of the Supplier to remedy any breach of the Contract within 5 Business Days of the Customer providing the Supplier with written notice of the failure;
b) that the Supplier is the subject of an Insolvency Event;
c) that a change in control occurs in relation to the Supplier without the consent of the Customer;
d) that any representation, warranty or statement made or repeated by the Supplier in or in connection with the Contract is untrue or misleading in any material respect (including by omission) when so made or repeated; or
e) that the Supplier ceases to threatens to cease to carry on business or a substantial part of it,

the Customer may without prejudice to any other rights to recover damages or any other rights, by giving notice to the Supplier in writing:

(i) cancel (in whole or in part) any undelivered Supplies;
(ii) terminate the Contract; and/or
(iii) make any other arrangements as the Customer considers necessary,

and the Customer shall not be obliged to make any further payments under the Contract. Any additional expenditure incurred by the Customer in connection with such cancellation/termination shall be a debt due from the Supplier to the Customer. Such termination shall not prejudice any right of the Customer to recover from the Supplier damages for any breach.

11.2 Without cause

The Customer may cancel the Purchase Order and terminate the Contract in whole or in part at its absolute discretion by providing written notice to the Supplier and without assigning any reasons for the termination. Under such circumstances the Customer shall pay the Supplier for any Product delivered or Services performed prior to the date of cancellation. Upon receipt of a notice of cancellation, the Supplier must cease manufacture, supply or work in accordance with the notice and shall do everything possible to mitigate any cost after such cancellation. If the Supplier is not in default of the Contract, the Customer will pay the Supplier the costs directly incurred in connection with the Purchase Order to the date of cancellation, provided that:

(a) the cancellation costs are reasonably proportionate to the value of the Product received or Service done; and
(b) the maximum amount payable by the Customer under the Contract, inclusive of the cancellation costs, does not exceed the Contract Price.

12 Transportation and work on site

12.1 Transportation

All Product shall be packed, marked and transported as specified in the Purchase Order. If not specified all Product shall be packed, marked and transported in a proper and suitable manner so it will not be damaged and in all cases in accordance with the proper requirements of the relevant carrier. The Supplier shall be liable for any difference in freight charges arising from its failure to follow any transport instruction in the Purchase Order or to properly describe the Product transported.

12.2 Work on site

Where the Supplier is required to be present or provide Supplies on or near premises specified by the Customer (**Site**), the Supplier shall:

(a) supply all labour, tools, equipment, materials and the like necessary to provide the Supplies and in accordance with the requirements contained in clause 16;
(b) not interfere with the Customer activities or the activities of any other person at the Site;
(c) be aware of and comply with and ensure its employees, agents, invitees and subcontractors are aware of and comply with all laws, standards rules and procedures relevant to it and the Site, to the extent applicable to the provision of the Supplies by the Supplier and obey all lawful requirements, directions and orders given by the Customer representative, its manager, or any person authorised by any law to give directions to the Supplier (including participating in any training or induction training required by the Customer);
(e) provide the Customer all such information and assistance as it reasonably requires in connection with any statutory or regulatory investigation in connection with the performance of the Purchase Order;
(f) ensure that the Supplier's workers, entering the Site are suitably qualified for, experienced and skilled in, the performance of their tasks and are of such character as not to prejudice safe working practices, safety and care of property and continuity of work; and
(g) where applicable, provide the Customer with a complete list of all chemicals, hazardous materials and ingredients in the composition of Product or used in the performance of the Services and a copy of the material safety data sheet for such chemicals and hazardous materials. The submission of such list shall not relieve the Supplier of exclusive responsibility for the safe transportation, use, storage and disposal of such materials prior to acceptance by the Customer in accordance with clause 7.2.

13. Documents and licences

13.1 Documents

The Supplier will provide the Customer with all user Documents including engineering data containing sufficient information to enable the Customer to operate, make full use of and maintain the Supplies, together with any other Documents specified in the Purchase Order (including safety documentation such as risk assessments). Unless otherwise stated in the Purchase Order, all Documents must be provided by the Supplier upon Delivery.

13.2 Licences

Unless otherwise specified in the Purchase Order, the Supplier shall at its cost obtain and maintain all requisite licences, qualifications, certificates, accreditations, permits and authorities required to perform any task associated with the Supplies and shall provide copies of such documents to the Customer upon request. The Supplier must comply with all applicable laws, acts, regulations, ordinances, regulations, codes of practice, Australian standards, proclamations, orders, rules and with the lawful requirements of public and other authorities in any way related to or in respect of performing the Supplies.

14. General

14.1 Applicable law

The Contract shall be governed by the law of Western Australia and the Customer and the Supplier agree to submit all disputes arising between them to courts of that state and any court competent to hear appeals. Notwithstanding the above, the Customer may institute such proceeding as its sees fit in the court of any country, state or territory in which the Supplier is resident or the work is to be performed and the Supplier in such case accepts and submits to the jurisdiction of those

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courts.

14.2 Assignment and subcontracting

The Supplier shall not assign or subcontract the Supplies (in whole or in part) or payment, or any other right, benefit or interest in respect of the Purchase Order without immediately notifying the Customer in writing and obtaining the Customer's prior written consent. If the Supplier assign or subcontracts any of its obligations under the Contract, it will remain liable in full for the performance of such obligations.

14.3 Precedence of documents

In the event of inconsistency, the documents listed in the definition of 'Contract' will take precedence in the order in which they are listed.

14.4 Entire agreement

The Contract constitutes the entire agreement between the parties and supersedes any previous agreement or arrangement between the parties relating to the Supplies.

14.5 No waiver

Failing to insist on strict performance of any provisions of the Contract is not a waiver of any later breach or default. Any particular waiver of any right, obligation or default will not be construed as a waiver of any subsequent or other right, obligation or default.

14.6 Variation must be in writing and notified

The Customer may in writing, amend, supplement or replace any Purchase Order, Specification or these Conditions. Such change shall take effect on and from the time of notification to the Supplier.

14.7 Severance

Should any clause or part thereof of the Contract be found to be void, unenforceable or invalid, then it is severed from the Contract, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of the Contract.

15 Dispute resolution

If a party considers that a dispute between the parties has arisen out of or in connection with the Contract that party must give written notice to the other party setting out the details of the dispute. The other party must provide a written response within 5 Business Days of receipt of the written notice. During the period of 20 Business Days after the provision of the written response or any longer period agreed in writing by the parties **(Initial Period**), each of the must undertake genuine and good faith negotiations with a view to resolving the dispute. If the parties are unable to resolve the dispute during the Initial Period, either party may commence court proceedings for the resolution of the dispute. Each party must bear its own costs of complying with this clause. Nothing in this clause prevents a party from seeking urgent injunctive relief from a court.

16. Work health, Safety and Environment protection

The Supplier must comply with all relevant work health and safety, environmental and workers compensation legislation including all acts, regulations, codes of practice and Australian standards. Without limiting its obligations under relevant legislation, the Supplier must, where relevant:

(a) ensure, and demonstrate through documented evidence, that any plant and equipment used by it is appropriate for the task and is adequately maintained and safe for use;

(b) ensure that its workers are competent and qualified to undertake the work associated with the Supplies and have been provided with adequate information, instruction and training (including induction training). The Supplier must provide documented evidence to the Customer to evidence such information, instruction and training upon request;

(c) conduct risk assessments by appropriately qualified and competent persons and in consultation with relevant workers;

(d) develop and maintain systems of work and procedures necessary to ensure that any work associated with the Supplies is conducted to the highest industry standard, in an efficient and workmanlike manner and without risk to health and safety of any persons. Any procedures prepared by the Supplier must be prepared by appropriately qualified and competent persons in consultation with relevant workers and reflect relevant risk assessments. All relevant workers and persons must be trained in those procedures and the Supplier must, upon request by the Customer, provide documented evidence of such training;

(e) identify and control all hazards and risks associated with the Supplies, including ensuring adequate documentation regarding the implementation and maintenance of controls of such hazards and risks is maintained. Such documentation must be submitted to the Customer upon request;

(f) as per clause 14.2, notify the Customer of any sub-contractors it may wish to engage to provide the Supplies and provide the Customer with documentary evidence of any of the matters set out in this clause 16 in relation to the sub-contractor upon request;

(g) immediately notify the Customer in writing of any safety incident or "near-miss" safety incident (whether a person is injured or not);

(h) immediately notify the Customer in writing if it is issued with any statutory notices by a regulator and provide a copy of any statutory notice to the Customer;

(i) comply will all work health and safety, environment and workers compensation/ rehabilitation rules, requirements and directions of the Customer relating to the Supplies and any ancillary matters as notified to the Supplier by a Customer representative, its manager, or any person authorised by any law to give directions to the Supplier;

(j) provide and maintain in a safe condition all necessary and appropriate safety equipment for its workers (and, where applicable, the workers of the Customer and other persons) including personal protective equipment;

(k) consult, co-operate and co-ordinate its activities with any other person or company who has a work health and safety duty in relation to the Supplies;

(l) cease work if there are any changes to risks, tasks, scope of work, the working environment or personnel and review, and amend if necessary any relevant risk assessment(s) and work procedures. The Supplier must conduct any refresher training required as a result of those changes and retain documented evidence to demonstrate that this has occurred. The Supplier must not recommence until this has occurred and the amended risk assessment(s) and work procedures have been submitted to the Customer upon request;

(m) ensure adequate supervision is provided at all times by appropriately qualified personnel and provide the Customer with documentation confirming the supervisory arrangements upon request;

(n) inform the Customer if there are any changes to supervisory personnel during provision of the Supplies; and

(o) the Supplier must ensure the health and safety of the Customer's workers where relevant, and any other persons that may be affected by its undertaking.

17. Notices

All notices shall be in writing addressed (depending on the manner in which it is given) as specified in the Purchase Order and shall be effective on receipt, and will be deemed to be received:

a) if sent by post at 9.00 am on the second Business Day after being posted or, if posted to or from a place outside Australia, on the 5 Business Day after being posted; or

b) if by way of email on the earlier of:

   i. the sender receiving a delivery confirmation message from the recipient's information system; and

   ii. 4 hours after the time the email is sent to the relevant email address unless the sender receives an automatic notification (other than an out of office greeting) that the email has not been delivered.

c) If any notice or other communication would be deemed to be delivered or received after 5:00 pm or on a day which is not a Business Day in the place in which the recipient has its address, it will be taken to have been delivered and received at 9.00 am on the next Business Day in that place.

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