

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1 DEFINITIONS

1.1 In these terms and conditions (the/these "Conditions") the following words and expressions shall have the following meanings:

Associate means a) any associate (as defined in the Corporations Act 2001 (Cth) of Australis Facilities Management; and b) any employee or partner of Australis Facilities Management Pty Ltd or any of its related bodies corporate;

Client means the company, firm or person (if any) with whom Australis Facilities Management has entered into or is contemplating entering into a contract in the fulfilment of which Australis Facilities Management intends to utilise the Goods or Services.;

Confidential Information means all information of whatever nature (including any copies made of that information) however disclosed whether directly or indirectly including, without limitation, any IPR, Documents, data, ideas, flowcharts, computer programs, specifications, plans, drawings, pricing, usage information, information relating to customers or suppliers, or information relating to market opportunities and business affairs or other information marked as or which by implication is confidential or information of a competitive nature relating to Australis Facilities Management, its Associates and all Clients thereof;

Contract means the contract for the Goods and/or the Services, which incorporates the terms of the Purchase Order and these Conditions;

Documents/ Documentation means any designs, samples, patterns, drawings or specifications supplied by Australis Facilities Management (or the Client) to the Supplier in connection with any Contract in hard copy or electronic form;

Goods mean the goods specified in the Purchase Order or any part thereof (including but not limited to any Goods specified in any Documentation sent with a Purchase Order);

Good Industry Practice means the exercise by the Supplier of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a prudent operator engaged in the same type of undertaking under the same or similar conditions using the best techniques and procedures available to a high professional standard;

IPR means all intellectual property rights of whatever nature including, but not limited to, all patents, utility models and other rights in inventions; all copyright, (including copyright in compilations such as databases); all source code, object code and other rights in software; all design right, registered design right and other rights in designs; all trade names and logos and other rights in the nature of trade marks; all goodwill and all equivalent or similar rights arising anywhere in the world, whether registered, unregistered or the subject matter of an application for registration;

Price means the price specified in the Purchase Order;

Purchase Order means Australis Facilities Management's order to the Supplier in whatever form including but not limited to any electronic means for the purchase of the Goods and/or the performance of the Services;

Services mean all or any of the services specified in the Purchase Order or provided by the Supplier in connection with the supply of Goods;

Supplier means the company, firm or person whose name and address appears on the Purchaser Order that supplies the Goods and/or performs the Services under any Contract;

Australis Facilities Management means the company that offers to purchase the Goods and/or Services from the Supplier that will be either utilised directly for its own requirements or utilized for and on behalf of either its Associates or Clients as is specified in the Purchase Order. For the avoidance of doubt, Purchase Orders for Goods and/or Services to the Supplier will be sourced for either (a) Australis Facilities Management Pty Limited (ABN 23 098 187 734), a company registered in New South Wales whose registered office is at Level 1, 241-243 Marrickville Road, Marrickville NSW, 2204 and/or as expressly stated on the Purchase Order for (b) any Associate of Australis Facilities Management Pty Limited expressly nominated on the Purchase Order and/or as expressly stated on the Purchase Order for (c) any Client of Australis Facilities Management Pty Limited expressly nominated on the Purchase Order;

Working Hours mean between 9.00 a.m. and 5.00 p.m. Sydney time, Monday to Friday excluding public holidays observed in the Sydney metropolitan area.

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 ORDER AND ACCEPTANCE

- 2.1 The Purchase Order constitutes an offer by Australis Facilities Management to purchase the Goods and/or the Services from the Supplier subject to these Conditions.

- 2.2 The Purchase Order shall be accepted by the Supplier:

2.2.1 expressly by phone, fax, e-mail, post, electronic means; or,

2.2.2 impliedly by fulfilling the Purchase Order.

- 2.3 Despatch or delivery of the Goods by the Supplier to Australis Facilities Management and/or performance of the Services shall be deemed conclusive evidence of acceptance of these Conditions.
- 2.4 Once the Supplier accepts the Purchase Order in accordance with condition 2.2, any Documents referred to in and supplied with the Purchase Order shall become a binding condition on the Supplier.
- 2.5 The Supplier expressly acknowledges that these Conditions do not constitute any representation, promise or guarantee that Australis Facilities Management will request any particular volume of Goods and / or Services from the Supplier.
- 2.6 Australis Facilities Management and the Supplier agree that Australis Facilities Management may at its sole discretion obtain in whole or part similar or equivalent Goods and Services from a party other than the Supplier.

3 QUALITY AND DESCRIPTION

- 3.1 It is a condition of any Contract that the Goods shall:
- 3.1.1 conform as to quality and description with the particulars stated in the Purchase Order and any Documents referred to in and supplied with the Purchase Order;
 - 3.1.2 conform as to all statutory requirements and all applicable regulations relating to the Goods;
 - 3.1.3 (save where otherwise stated in the Purchase Order) be of the highest quality of materials and workmanship and of satisfactory quality free from all defects;
 - 3.1.4 conform to the Documentation referred to in the Purchase Order;
 - 3.1.5 be capable of the standard of performance specified in the Purchase Order;
 - 3.1.6 conform with any sample provided by Australis Facilities Management to the Supplier;

- 3.1.7 be and shall remain free from liens and encumbrances of any kind;
- 3.1.8 be fit for any purpose for which they are supplied pursuant to the Purchase Order and any purpose held out by the Supplier; and
- 3.1.9 be of the quality, volume, weight or length specified in the Purchase Order.

3.2 It is a condition of any Contract that the Services shall be performed:

- 3.2.1 in accordance with the specifications or standards of performance set out or referred to in the Purchase Order;
- 3.2.2 so as to conform with all statutory requirements and all applicable regulations relating to the Services;
- 3.2.3 in accordance with Good Industry Practice; and
- 3.2.4 by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in the execution thereof and that suitably qualified personnel are available from the Supplier for a reasonable period of time following delivery of the Services.

3.3 It is a condition of any Contract that the Supplier shall:

- 3.3.1 not accept an order request from Australis Facilities Management without being provided with a Purchase Order number;
- 3.3.2 ensure that any employees or agents of the Supplier, who are required to enter any Australis Facilities Management premises or premises under management by Australis Facilities Management, comply with the security and health and safety regulations and other policies in force at such premises from time to time and obey the reasonable instructions of Australis Facilities Management while on such premises;
- 3.3.3 ensure that spare and/or replacement parts with respect to the Goods shall be available from the Supplier for a reasonable period of time following delivery of the Goods; and

3.3.4 ensure that any unit prices for the Goods and/or Services do not exceed the unit prices charged by the Supplier to other customers for similar quantities and delivery requirements.

3.4 With respect to the Goods and Services, Australis Facilities Management has the right to inspect and/or test the Goods and Services at any time and Supplier agrees to provide Australis Facilities Management with reasonable assistance to facilitate any such inspection and/or testing. If the results of any inspection and/or testing cause Australis Facilities Management to be of the opinion that the Goods or Services do not conform with the Contract (and not withstanding any other rights it may have at law or pursuant to the Contract), Australis Facilities Management shall inform the Supplier and the Supplier shall at its own cost immediately take any action as is necessary to ensure conformity. If the Supplier fails to take any action reasonably requested by Australis Facilities Management, without prejudice to any other rights that Australis Facilities Management may have, Australis Facilities Management may treat such failure as a repudiatory breach of the Contract by the Supplier and as such may terminate it forthwith should Australis Facilities Management wish to do so.

3.5 All representations, statements or warranties made or given by the Supplier, its servants and agents (whether orally in writing or in any of the Supplier's brochures catalogues and advertisements) regarding the quality and fitness for purpose of the Goods and/or the standard of performance and quality of the Services shall be deemed to be an express condition of the Contract.

4 GUARANTEE

4.1 The Supplier guarantees that the Goods and Services conform as per the quality and description within the particulars stated in the Purchase Order and any Documents referred to in and supplied with the Purchase Order and conform with all statutory requirements and all applicable regulations relating to the Goods and Services

4.2 The Supplier shall at the request of Australis Facilities Management (and at Australis Facilities Management's sole discretion) either replace or repair any defective Goods, and take such steps as Australis Facilities Management may require to satisfy Australis Facilities Management that replacement Goods or repaired Goods comply with the requirements of the Contract. The Supplier shall guarantee such replacement or repaired Goods for the period of twelve (12) months from the date of acceptance thereof by the Client.

4.3 The Supplier shall replace or, as the case may be, repair defective Goods within a reasonable time of being called upon to do so, provided that if it fails to do so, or notifies Australis Facilities Management that it is unable to do so, Australis Facilities Management may do so itself or authorise others to do the same and, in that event, the Supplier shall reimburse Australis Facilities Management for all costs arising therefrom.

- 4.4 This guarantee and Australis Facilities Management's remedies hereunder are in addition to such other rights and remedies as may be available to Australis Facilities Management under these Conditions or any Contract or otherwise at law.

5 PACKAGING AND LABELLING

- 5.1 The Supplier shall be responsible for the cost of packaging, loading, carriage and delivery of the Goods unless otherwise specifically stipulated by Australis Facilities Management either verbally or as part of the Purchase Order.
- 5.2 The Goods shall be packaged by the Supplier in a safe and sufficient manner so as to avoid loss or damage to the Goods prior to acceptance by Australis Facilities Management, and the packaging shall comply with all statutory requirements and codes of practice for the time being in force applicable to packaging of the Goods.
- 5.3 Unless otherwise agreed in writing by Australis Facilities Management shall not be obliged to return any packaging materials to the Supplier but shall be at liberty to dispose of or require the Supplier (at the Supplier's cost) to remove and take away packaging from the delivery location and lawfully and properly dispose of the same as it sees fit at the Supplier's expense and risk.
- 5.4 It is a condition of any Contract that on delivery the Goods are accurately described, classified, packaged, marked and labelled all in strict accordance with statutory and other legal requirements. On delivery, appropriate handling instructions and Australis Facilities Management identification information (such as a delivery note quoting the number of the Purchase Order and the quantity and weight of the Goods supplied) must accompany each delivery of the Goods and must be displayed prominently and be readily accessible.
- 5.5 Any acknowledgement given by any employee or agent of Australis Facilities Management purporting to be a receipt for Goods referred to in a delivery note shall be that person's best estimate only of the identity or quantity of the Goods delivered. Australis Facilities Management reserves all of its rights in the event that subsequent investigation reveals that the Goods delivered were not as stated.

6 DELIVERY

- 6.1 The Supplier shall deliver the Goods and/or perform the Services at the delivery point or points specified in the Purchase Order or elsewhere as Australis Facilities Management may direct at the Supplier's expense not earlier than the date and time specified in the Purchase Order. Australis Facilities Management may at its discretion request the Supplier to make delivery outside Working Hours but unless Australis Facilities Management notifies the Supplier in writing it shall not be obliged to accept deliveries outside of Working Hours.
- 6.2 In making delivery the Supplier shall comply fully (and shall procure that its carriers comply fully) with any delivery requirements/procedures at the delivery point or points which have been brought to the Supplier's attention.
- 6.3 Whenever a time of and/or date for delivery of Goods and/or performance of the Services is stated on the Purchase Order the time of and/or date for delivery of Goods and/or performance of the Services shall be of the essence of the Contract.
- 6.4 The Supplier shall give Australis Facilities Management immediate notice of any potential delay in delivery of the Goods and/or performance of the Services.
- 6.5 If the Supplier fails to deliver the Goods and/or perform the Services by the time and/or date specified in the Purchase Order (if any) Australis Facilities Management may without prejudice to its other rights reject the Goods and/or Services and cancel the Contract in accordance with condition 8 hereof.
- 6.6 Physical delivery of the Goods to and/or performance of the Services for and acknowledgement or receipt thereof by Australis Facilities Management shall not be deemed to be any acceptance of a variation in the Purchase Order or the Contract.
- 6.7 If the Goods are to be delivered or the Services performed by instalments, the Contract shall be treated as a single contract and not severable. Failure to deliver one instalment of the Goods and/or Services by the time and/or date specified in the Purchase Order (if any) shall allow Australis Facilities Management, without prejudice to its other rights to reject the Goods and/or Services and cancel the Contract in accordance with condition 8 hereof.

7 SELF HELP REMEDIES

- 7.1 Without prejudice to any other right or remedy which Australis Facilities Management may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the material terms of the Contract or the provisions of these Conditions, (including but not limited to any failure by the Supplier to deliver the Goods and/or perform the Services by any time and/or date set out in any Purchase Order (if any)), Australis Facilities Management shall without prejudice to its other rights be entitled to avail itself of any one or more of the following remedies at its discretion without any liability or obligation to the Supplier, whether or not any part of the Goods and/or Services have been accepted by Australis Facilities Management:
- 7.1.1 to cancel any Contract (in whole or in part);
 - 7.1.2 to refuse to accept any further deliveries of the Goods and/or performance of the Services;
 - 7.1.3 to reject the Goods and/or Services (in whole or in part) (and in the case of Goods return them to the Supplier at the risk and cost of the Supplier) on the basis that a full refund for the Goods and/or Services shall be paid immediately by the Supplier;
 - 7.1.4 to permit the Supplier to replace or reinstate the Goods or re-perform the Services so that they conform to the Contract and to delay payment until the requirements of the Purchase Order have been fulfilled to Australis Facilities Management's reasonable satisfaction;
 - 7.1.5 to carry out or have carried out at the Supplier's expense, such work as is necessary for the Goods and/or Services to conform to the Contract and to delay payment until the requirements of the Purchase Order have been fulfilled; and
 - 7.1.6 to require the Supplier to take any other steps as Australis Facilities Management may reasonably require to ensure compliance with the Contract.
- 7.2 Goods rejected under this Condition shall be removed by the Supplier at the Supplier's expense, within fourteen (14) days of the date of receipt of the notification of rejection. In the event of the Supplier failing to remove the rejected Goods or any of them within such period Australis Facilities Management shall be at liberty to return the same or any of them, at the Supplier's risk, the costs thereof being recoverable from the Supplier.
- 7.3 The Supplier will indemnify fully and keep Australis Facilities Management fully indemnified on demand against any of the following:

- 7.3.1 all actions, proceedings, liabilities, claims, demands;
- 7.3.2 all losses or damages;
- 7.3.3 all reasonable out-goings, reasonable costs, reasonable expenses (including legal expenses);
- 7.3.4 awarded against, paid by, taken or issued against Australis Facilities Management as a result of or in connection with the failure of the Supplier to comply with the terms of any Contract or from the supply of the Goods (whether defective or otherwise) and/or the performance of the Services. For the avoidance of doubt, the indemnity set out in this condition 7.3, shall extend to but shall not be limited to any payments made by Australis Facilities Management to the Client and/or the costs reasonably incurred by Australis Facilities Management in obtaining the Goods and/or Services from an alternative supplier.

8 CANCELLATION

- 8.1 Subject to payment under condition 8.2, Australis Facilities Management shall be entitled to cancel the Contract at any time in whole or in part upon giving to the Supplier written notice of cancellation at any time prior to delivery of the Goods or performance of the Services (“Cancellation Notice”) specifying the extent to which the Contract is cancelled and the date upon which such cancellation is to be effective.
- 8.2 If Australis Facilities Management serves a Cancellation Notice the Supplier shall be entitled only to be reimbursed for the Price payable for the Goods and/or Services in respect of which a Cancellation Notice has been served less the Supplier’s net savings of costs arising from cancellation. The Supplier shall use its best endeavours to mitigate its losses in respect of Goods subject to a cancellation.
- 8.3 If cancellation arises from the Supplier’s late delivery, under the provisions of condition 6 or under the provisions of condition 13.4, then the provisions of condition 8.2 shall not apply. However Australis Facilities Management shall be free to re-order the Goods/Services (or the balance thereof as the case may be) and the Supplier shall be liable for any extra costs incurred by Australis Facilities Management.
- 8.4 Cancellation of any Contract or part thereof for whatever cause shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any sum of money owing to or become owing by the other.

- 8.5 Upon cancellation of the Contract for whatever reason, the Supplier shall deliver to Australis Facilities Management all of Australis Facilities Management's property (including without limitation Confidential Information and Documentation) which relate to the Contract and which are in the Supplier's possession or under its control. Upon failure of the Supplier to comply with this condition, Australis Facilities Management may recover possession of such property and the Supplier grants a licence to Australis Facilities Management or its appointed agent to enter (for the purposes of such recovery) any premises of the Supplier, or its permitted suppliers or subcontractors, where any such items may be held.

9 PRICE

- 9.1 The Price shall be as specified in the Purchase Order and, unless otherwise stated, shall be inclusive of insurance charges and any other charges for delivery (including packaging and freight in accordance with condition 5.1) and any duties, imposts and levies, other than GST which shall be payable by Australis Facilities Management subject to receipt of a tax invoice in accordance with condition 10. In this condition, the terms "GST" and "tax invoice" have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended or replaced from time to time.
- 9.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Australis Facilities Management.
- 9.3 Australis Facilities Management shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase set out in the Purchase Order as customarily granted by the Supplier to its customers generally.

10 PAYMENT

- 10.1 In consideration of the satisfactory delivery of the Goods and/or performance of the Services, Australis Facilities Management shall pay the Supplier the Price in the manner set out in this

condition 10. For the avoidance of doubt, time for payment shall not be of the essence (nor made of the essence by notice).

- 10.2 The Supplier shall render invoices promptly after delivery of the Goods and/or performance of the Services, with each invoice to include any applicable documents evidencing shipment (including but not limited to bills of lading or freight bills), Purchase Order number, description of the Goods and/or Services, quantities, unit prices and any other information relevant to the purchase of the Goods and/or Services.
- 10.3 Each Purchase Order shall be invoiced separately.
- 10.4 Unless otherwise stated in the Purchase Order and subject to the other provisions of these Conditions, Australis Facilities Management shall pay the Price no later than 30 days from the date of receipt of a valid invoice.
- 10.5 Payment shall not operate to waive or prejudice any of Australis Facilities Management's rights under the Contract or otherwise nor shall it be deemed to signify acceptance of any Goods and/or Services and shall be subject to adjustment for errors, shortages, defects in the Goods and/or Services, or other failure of the Supplier to comply with any terms of the relevant Purchase Order or Contract.
- 10.6 All payments shall be made in Australian dollars unless otherwise specified in the Purchase Order.
- 10.7 Australis Facilities Management may set-off against any money due to the Supplier on any account any sum owed by the Supplier to Australis Facilities Management and the amount or probable amount (whether precisely quantifiable or not) of any claim asserted by Australis Facilities Management against the Supplier. For the purposes of this condition references to Australis Facilities Management shall include any Associate of Australis Facilities Management.

11 TITLE

- 11.1 Without prejudice to any right of rejection accruing to Australis Facilities Management, title in all components and materials for the Goods and in the Goods themselves shall pass to Australis Facilities Management upon delivery unless payment is made prior to delivery when it shall pass upon payment and where the Price is paid by instalments title over such proportion of the Goods as shall be equal to the proportion of the Price paid shall pass to Australis Facilities Management upon payment of the relevant instalment.
- 11.2 Once title has passed to Australis Facilities Management the Supplier shall (unless the Goods have been delivered to Australis Facilities Management or as Australis Facilities Management shall direct):
- 11.2.1 store the Goods and procure that they are stored separately from goods and materials belonging to the Supplier or any other person in a manner which makes them readily identifiable as Australis Facilities Management's goods; and
- 11.2.2 make the Goods available for inspection by Australis Facilities Management or its representatives at any reasonable time and comply with all instructions of Australis Facilities Management with regard thereto including allowing Australis Facilities Management to enter upon any land or premises where the Goods may for the time being be to take possession of them.

12 RISK

- 12.1 Notwithstanding the passing of title, risk in the Goods shall not pass to Australis Facilities Management until the Goods have been delivered to the delivery point determined in accordance with condition 6.1 and the Supplier shall insure their Goods to their full value until that time.
- 12.2 While the Goods are in the possession of the Supplier, the Supplier shall store the Goods in a safe and suitable environment to prevent damage or deterioration and shall make good any such damage or deterioration.
- 12.3 The risk and title in the Goods rejected by Australis Facilities Management shall upon rejection pass to the Supplier.

13 FORCE MAJEURE

- 13.1 If either Australis Facilities Management or the Supplier is prevented from fulfilling the Contract in accordance with its terms by reason of any cause beyond its reasonable control (a Force Majeure Event) then, subject to condition 13.3, neither party shall have any liability to the other in respect of the delay or failure to perform the Contract. A Force Majeure Event shall include, but shall not be limited to, war, threat of war, riots, civil commotion, act of God, government, terrorist activities, strikes or other industrial action (other than industrial action limited to the work force of or provided by the Supplier), accident, technical problems with transportation, natural disaster, storm, flood, fire.
- 13.2 If either party is likely to be affected by a Force Majeure Event it shall give notice in writing to the other without delay.
- 13.3 The Supplier shall not be entitled to rely upon any Force Majeure Event unless the Supplier can reasonably demonstrate to the reasonable satisfaction of Australis Facilities Management that the cause or delay or failure was not occasioned by the fault or negligence of the Supplier, and that it could not have been remedied at the reasonable expense of the Supplier and that the Supplier has taken reasonable steps to mitigate its effect upon the delivery of the Goods and/or the performance of the Services.
- 13.4 In the event of Australis Facilities Management's contract with the Client being cancelled, delayed, interrupted or otherwise restricted by a Force Majeure Event, then Australis Facilities Management shall be at liberty to defer the date of delivery or to cancel or to modify the Contract or any undelivered part thereof without any liability whatsoever being imposed on Australis Facilities Management except in accordance with condition 8.

14 ASSIGNMENT AND SUB-LETTING

- 14.1 Australis Facilities Management may perform any of its obligations or exercise any of its rights hereunder by itself or through any Associate from time to time.
- 14.2 The Supplier shall not, without the prior written consent of Australis Facilities Management, transfer, assign or sub-let any Contract to any person whatsoever in whole or in part. It shall be a condition of any such consent by Australis Facilities Management that the Supplier shall:
- 14.2.1 ensure, and be responsible for, compliance by any sub-contractor with the terms of the Contract;
 - 14.2.2 include, the sub-contract, provisions consistent with these Conditions, for the benefit of, and enforceable by, Australis Facilities Management;

14.2.3 at Australis Facilities Management's request, furnish Australis Facilities Management with copies of any sub-contract.

14.3 Notwithstanding any consent given to the appointment of a sub-contractor pursuant to this condition 14.3, the Supplier shall at all times remain liable to Australis Facilities Management for the complete performance of the Contract and shall be liable for all acts or omissions of any sub-contractor in the performance of the Contract.

14.4 Where the Purchase Order constitutes a sub-contract to the Supplier of the whole or part of the Goods/Services comprised in a contract between Australis Facilities Management and the Client, the Supplier shall be deemed to have full knowledge of the terms and conditions of the contract with the Client and such terms and conditions shall be deemed to be incorporated in these Conditions. Insofar as such terms and conditions are inconsistent with the Conditions then, unless Australis Facilities Management notifies the Supplier to the contrary, the terms and conditions of the contract with the Client shall prevail. This condition 14.4 shall only apply insofar as Australis Facilities Management has given notice to the Supplier of the fact that the Purchase Order constitutes such a sub-contract and has made available (if requested by the Supplier) an abstract of the relevant terms and conditions of the contract with the Client.

15 INSURANCE

15.1 The Supplier shall at all times be adequately insured (but without limiting its obligations and responsibilities under these Conditions or in respect of any Contract), with a reputable insurer, against all liabilities for which it is able to insure under the Contract, including without prejudice to the foregoing:

15.1.1 public liability insurance for a minimum amount of cover of AU\$ten (10) million on an each and every claims basis;

15.1.2 products liability insurance for a minimum amount of cover of AU\$ten (10) million on an each and every claims basis;

15.1.3 Workers' Compensation insurance in accordance with applicable law and awards and insurance against common law liability to any person employed by the Supplier; and

15.1.4 Where the Supplier is providing professional services, professional indemnity liability insurance for a minimum amount of cover of \$ ten (10) million (or such other sum as may be set out in the Purchase Order).

15.2 The Supplier shall provide all facilities, assistance and advice required by Australis Facilities Management or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, the Contract.

15.3 The Supplier shall maintain such insurance whilst any Contract is in force and for a period of twelve (12) months after the Contract and shall do nothing to vitiate such insurance and shall upon reasonable request produce the insurance policy and the current premium receipt upon Australis Facilities Management's request.

16 FREE ISSUE MATERIALS

16.1 All materials, including any Documentation (together with any modifications, alterations, adaptations or changes to the Documentation) ("the Materials") made available by Australis Facilities Management to the Supplier in connection with the Contract shall be and remain the property of Australis Facilities Management but shall be at the risk of the Supplier until delivery and acceptance of the Goods, performance and acceptance of the Services or the return of the Materials whichever shall be the later.

16.2 The Supplier shall:

16.2.1 keep the Materials in good order and condition and be responsible for any loss thereof or damage thereto;

16.2.2 use the Materials only for the purpose of the Contract;

16.2.3 return the Materials not required for use "carriage paid", to Australis Facilities Management at Australis Facilities Management's request or, if no request is made, upon completion of the Contract.

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 All IPR in the Materials belongs to and shall irrevocably belong to Australis Facilities Management or the Client as the case maybe.
- 17.2 Where under a Contract any IPR is created such IPR belongs to and shall irrevocably belong to Australis Facilities Management or the Client.
- 17.3 Australis Facilities Management shall have the sole right to seek patents on any item or idea arising out of the Contract.
- 17.4 The Supplier shall, on completion of the Contract, deliver to Australis Facilities Management all Documents whether supplied by Australis Facilities Management or prepared by or on behalf of the Supplier in connection with the Contract.
- 17.5 The Supplier agrees at the request of Australis Facilities Management to execute such formal documentation and/or perform such acts as may be necessary or desirable to record or effect ownership (as set out in this condition 17) of the IPR.
- 17.6 The Supplier warrants to Australis Facilities Management and the Client that:
- 17.6.1 the supply and use of the Goods and/or the Services does not and will not infringe the IPR of any third party; and
- 17.6.2 to the extent that any Goods to be supplied under the Contract are supplied by a process or method the use of which is not specifically directed by Australis Facilities Management the use of any such process or method under this Contract, does not and will not infringe the IPR of any third party.
- 17.7 The Supplier will indemnify fully and keep Australis Facilities Management and the Client fully indemnified against any of the following:
- 17.7.1 all actions, proceedings, liabilities claims, demands;

- 17.7.2 all losses or damages;
- 17.7.3 all reasonable out-goings, reasonable costs, reasonable expenses (including legal expenses);

awarded against, paid by, taken incurred by or issued against Australis Facilities Management and the Client as a result of any breach by the Supplier of the provisions of condition 17.6.

18 CONFIDENTIAL INFORMATION

- 18.1 Subject to the remaining provisions of this condition 18, the Supplier will and will procure that any employees and other third parties (including but not limited to agents, subcontractors, suppliers, consultants and any Associate of the Supplier) to whom it releases such Confidential Information keep the Confidential Information, the terms of these Conditions and any Purchase Order made under these Conditions secret and not disclose to any third party (without prior direction of Australis Facilities Management) the Confidential Information.
- 18.2 The Supplier will not, and the Supplier will procure that its employees and other third parties (including but not limited to agents, subcontractors, suppliers, consultants and any Associate of the Supplier) will not, save as hereinafter provided, use or disclose any such Confidential Information other than for purposes necessary, wholly and exclusively, for the performance of any Contract.
- 18.3 Subject to conditions 18.1 and 18.2, the Supplier shall impose the same obligations set out in this condition 18 upon its employees and other third parties (including but not limited to its subcontractors, suppliers, consultants and any Associate of the Supplier) who may have access to any Confidential Information during the term of its dealings with Australis Facilities Management.
- 18.4 The provisions of conditions 18.1, 18.2 and 18.3 shall not apply to Confidential Information which:
 - 18.4.1 at the time of disclosure is generally available to the public;
 - 18.4.2 the Supplier can show was received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 18.4.3 is required to be disclosed by law, regulation or act of any governmental authority or by order of a court (or a body having similar jurisdiction). Where the Supplier is

required to disclose such information, it shall promptly notify Australis Facilities Management and consider and agree the scope and timing of the disclosure.

19 TRANSBORDER DATA FLOW

The Supplier acknowledges that certain data, including data that may constitute personal information about its agents, permitted sub-contractors or employees, may be transferred and stored outside Australia and the Supplier consents to such transfer and storage.

20 NOTICES

- 20.1 Where under any of these Conditions notice is required to be given by either party to the other such condition shall be satisfied by a written notice signed by an officer of the relevant party and transmitted either by post, telex or facsimile to the registered office in the case of Australis Facilities Management or such other address as Australis Facilities Management shall notify to the Supplier and to the address stated on the Purchase Order in the case of the Supplier or such other address as the Supplier shall notify to Australis Facilities Management in writing.

21 GENERAL

- 21.1 If any wording in any provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such wording shall be severed from these Conditions, and the remainder of that provision and the other remaining provisions hereof shall continue in full force and effect as if these Conditions had been executed with the invalid, illegal or unenforceable wording eliminated.
- 21.2 No variation of these Conditions (or to any Contract made pursuant to these Conditions) shall be binding upon the parties unless the same shall be in writing duly signed by an authorised representative of Australis Facilities Management and the Supplier on its behalf and such variation shall be particular to the circumstances mentioned by such writing and shall not be regarded as a general variation.
- 21.3 The failure of a party to insist upon strict performance of any provision of these Conditions (or to any Contract made pursuant to these Conditions), or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Conditions (or to any Contract made pursuant to these Conditions).

- 21.4 Subject to the specific limitation set out in these Conditions, no remedy conferred by any provision of these Conditions is intended to be exclusive of any other remedy except as expressly provided for in these Conditions and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder under existing law or in equity by statute or otherwise.
- 21.5 Australis Facilities Management, any Associates of Australis Facilities Management not party to a Contract or any Client may enforce the terms of these Conditions (and any Contract made pursuant to these Conditions) subject to and in accordance with the terms of these Conditions and the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 21.6 Except as provided in condition 21.5, no third party has any right to enforce any term of these Conditions (or any Contract made pursuant to these Conditions) but this does not affect any right or remedy of a third party which exists or is available apart from that act.
- 21.7 Australis Facilities Management and the Supplier may by agreement rescind or vary these Conditions (or any Contract made pursuant to these Conditions) without the consent of any of the Associates of Australis Facilities Management not party to a Contract or the Clients.
- 21.8 The Associates of Australis Facilities Management not party to a Contract or the Clients may not assign the rights granted by condition 21.5.
- 21.9 The Conditions (and any Contract made under these Conditions) shall in all respects be governed by the laws applicable in the State of New South Wales, Australia and the Supplier and Australis Facilities Management agree to submit to the non-exclusive jurisdiction of the courts of that State.