

WARD | PURCHASE ORDER TERMS AND CONDITIONS

Clause 1 – Interpretation

This Purchase Order contains the entire understanding of the parties and, unless specifically referenced in the Purchase Order, supersedes any other agreement and representation between the parties made or dated prior to the date of this Purchase Order.

In the Purchase Order, except where the context otherwise requires:

'Completion' means that point in time when all the Works have been completed by the Subcontractor except for minor omissions and minor defects which do not prevent the convenient use of the Works by Ward;

'Purchase Order' means the agreement between the parties as evidenced by this Purchase Order and the Purchase Order Terms and Conditions;

'Works' means the work that the Subcontractor is or may be required to execute or supply under the Purchase Order and may include remedial work, and temporary works.

If there is any discrepancy or ambiguity between the Purchase Order and the Purchase Order Terms and Conditions, the Purchase Order shall take precedence

Clause 2 – Performance

The Subcontractor shall execute and complete the Works with due diligence and without delay and in accordance with the terms and conditions of the Purchase Order.

Ward will pay the Subcontractor the rates or lump sum price in accordance with the Purchase Order.

If rates are stated in the Purchase Order, Ward shall pay the Subcontractor the sum of the products obtained by multiplying the hours worked by the Subcontractor (as evidenced by relevant dockets signed off by Ward) under the Purchase Order by the relevant rates for such items.

Unless otherwise stated in the Purchase Order, the Rates are exclusive of Goods and Services Tax ("GST"), and any such GST will be payable by Ward to the Subcontractor in addition to the Subcontract Price.

Clause 3 – Insurances

The Subcontractor shall provide the following insurance coverage for the duration of the Works:

- (a) Liability for death of or injury to persons employed by the Subcontractor or Ward including liability by statute and at common law;
- (b) Death or injury to third parties and damage to property for an amount to the satisfaction of Ward. Such insurance shall be effected in the names of both Ward and Subcontractor and the policy shall contain a cross liability clause.
- (c) Plant and or Motor Vehicle Insurance, where applicable.

Prior to the commencement of Works on site and whenever reasonably requested by Ward, the Subcontractor shall provide a certificate of currency from its insurers confirming that the Subcontractor has complied with its obligations under this clause. The Subcontractor shall ensure that his subcontracts with his subcontractors, invitees, suppliers and agents effect provisions that comply with this Clause 3.

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Clause 4 – Indemnity

The Subcontractor hereby indemnifies Ward against all liability, loss or expense in respect of personal injury or death or illness, or loss of or damage to or loss of use of property arising out of or as a consequence of the Subcontractor or its agents invitees suppliers or sub contractors carrying out the Works, but such indemnity shall apply only to the extent that the Subcontractor or its agents invitees suppliers or sub contractors are liable for any such liability, loss or expense. The Subcontractor shall ensure that his subcontracts with his subcontractors, invitees, suppliers and agents effect provisions that comply with this Clause 4.

Clause 5 – Site

Ward shall give the Subcontractor sufficient access to the site to enable the Subcontractor to execute the Works in accordance with the Purchase Order.

The Subcontractor is responsible for obtaining, where applicable, all necessary survey information, for setting out the Works, and for obtaining all permits, approvals and consents from any person or statutory authority required by the Subcontractor to execute the Works.

Clause 6 – Payments

The Subcontractor shall submit a claim to Ward supported by evidence of the work completed by the Subcontractor and the amount due, and such other information as Ward may reasonably require to assess the claim. Ward shall pay the Subcontractor an amount reasonably assessed by Ward.

Clause 7 – Subcontracting & Assignment

The Subcontractor shall not without the prior written consent of Ward assign the Purchase Order or subcontract the whole of the work under the Purchase Order.

Clause 8 – Default

If the Subcontractor commits a material breach of the Purchase Order and fails to remedy such breach within seven (7) days after having been given written notice to that effect then Ward may, by written notice to the Subcontractor:

- (i) Take out of hands of the Subcontractor the whole or part of the Works remaining to be completed under the Subcontract; or
- (ii) Terminate the Purchase Order agreement

Clause 9 – Occupational Health and Safety

Ward may direct the Subcontractor to supply particulars of the mode and place of manufacture, the source of supply, the performance capacities and other related information including such information as may be required to demonstrate compliance with Occupational Health and Safety requirements relating to the plant or material and these may include, among other things that the Plant be in safe working order and with the appropriate WCA ticketed operator.

Clause 10 – Dispute Resolution

If a dispute or difference (hereafter called a 'dispute') arises between the Subcontractor and Ward under or in connection with the Purchase Order and the parties are unable to resolve the dispute within 14 days after written notice of the dispute is given by one party to the other party, then the dispute shall be referred to expert determination in accordance with the Rules for the Expert Determination of Commercial Disputes as published by the Institute of Arbitrators & Mediators, Australia from time to time. The decision of the expert shall be final and binding on the parties.