

Purchase Order General Terms and Conditions

For General Goods and Services (Terms)

Where a Master Agreement Exists between the Customer and the Supplier, the terms and conditions of the Master Agreement shall prevail.

Parties to the Agreement:

Aquatec Fluid Systems Pty Ltd (ABN: 94 114 944 026)

Supplier: The supply party named on the Purchase Order

Except to the extent otherwise agreed in writing by the Customer, these terms and conditions are incorporated into each Purchase Order for the supply of goods or services placed by the Customer. Any order placed by the Customer will be on the basis of these Terms. By accepting a Purchase Order, the Supplier acknowledges that it has read, understood, and agreed to be bound by the Terms below.

1) The Contract

- a) A contract will be formed between the Customer and Supplier on these Terms on the earlier of either when the Supplier:
 - i) accepts a Purchase Order; or
 - ii) commences performance of the Purchase Order (**Contract**).
 - b) The Contract continues until the Goods are delivered or the Services are performed, or on the expiry date specified in the Purchase Order (if applicable) unless terminated earlier in accordance with this Contract.
 - c) Except where a Contract is established under a Master Agreement, the Contract is comprised of these Terms, the Purchase Order and any other document expressly incorporated by reference in the Purchase Order, in descending order of precedence if there is an inconsistency between the documents.
 - d) For the avoidance of doubt no terms or conditions of the Supplier, including any terms or conditions printed on or referred to in the Supplier's offer to provide Goods or Services will be binding on the Customer or have any legal effect unless expressly agreed to in writing by the Customer.
- iii) a party includes the party's executors, administrators, successors and permitted assigns;
 - iv) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - i. that Statutory Provision as amended or re-enacted from time to time;
 - ii. a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - iii. another regulation or other statutory instrument made or issued under that Statutory Provision; and
 - v) money is to Australian dollars, unless otherwise stated;
 - vi) "including" and similar expressions are not words of limitation;
 - vii) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
 - viii) headings and any table of contents or index are for convenience only and do not form part of these Terms or affect its interpretation;
 - ix) a provision of these Terms or a Purchase Order must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms or the Purchase Order or the inclusion of the provision in these Terms or Purchase Order;

2) Interpretation

- a) In these Terms, a reference to:
 - i) the singular includes the plural and the plural includes the singular;
 - ii) a person includes a company, partnership, joint venture, association, corporation a body corporate and any Government Agency as well as an individual;

- x) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;
 - xi) measurements of physical quantities shall be in Australian legal units of measurement within the meaning of the *National Measurement Act 1960*, as amended from time to time;
 - xii) a document includes all amendments or supplements to, or replacements or novations of, that document;
 - xiii) insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.
- b) In these Terms:

Australian Privacy Principles means the Australian Privacy Principles set out in Schedule 1 of the Privacy Act;

Business Day means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday in that city;

Background IP means any Intellectual Property Rights

- a) developed by a party other than for the work under the Purchase Order, otherwise in respect of the Supplier; or
- b) prior to the date of this Contract that is used for the work under the Purchase Order,

which either party may make available to the other on or following the commencement of the Purchase Order, for the purposes of these Terms and Conditions.

Claim means any allegation, cause of action, claim or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or

contingent whether at law, in equity, under statute or otherwise;

Confidential Information means all information of any form which is disclosed to the Supplier after the date of this agreement by or on behalf of the Customer, or which is otherwise acquired directly or indirectly by the Supplier from the Customer or any adviser engaged by the Customer;

Conflict of Interest means any situation in which a person has an interest in a matter sufficient to appear to influence the proper performance of its obligations under this Contract and includes an actual or perceived conflict of interest;

Contract has the meaning given in clause 1;

Contract Term means the term in the Purchase Order;

Corporations Act means the *Corporations Act 2001* (Cth);

Correctly Rendered Tax Invoice means an invoice that is provided to the Customer in accordance with all the requirements of the Contract.

Customer Data means all data, information and materials relating to the Customer that are created, generated, placed in, stored in, accessed or retrieved by using the Goods or receiving the Services;

Goods means the goods manufactured by or on behalf of the Supplier for the Customer in accordance with the Purchase Order;

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world;

GST has the meaning given in the GST Law;

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and A New Tax System (Goods and Services Tax) Regulation 1999 (Cth);

Intellectual Property Rights means all industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or at any time in the future, and includes rights in respect of or in connection with copyright, inventions (including patents), formulae, databases, business processes and methods, circuit layouts, plant varieties, trade marks, service marks, trading names (including both business and company names), domain names, designs, confidential information, trade secrets and know-how and similar industrial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for or renew the registration of such rights;

Invitation Process means a request issued by the Customer to the Supplier for a quotation or tender (or similar) in relation to the provision of Goods and/or services;

Law includes:

- a) any law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency; and
- b) any statute, regulation, proclamation, ordinance or by-law, in Australia or any other jurisdiction;

Modern Slavery means conduct which would constitute an offence under the Modern Slavery Act 2018 (Cth), and this includes trafficking of persons, illegal forms of child labour, slavery, forced labour, deceptive recruiting, debt bondage or offences involving non-citizens working in Australia without the correct visa;

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the Copyright Act 1968 (Cth);

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

Personnel means in relation to a party, the directors, officers, employees, contractors and agents of that party;

PPSA means the Personal Property Securities Act 2009 (Cth);

Price means the agreed price in the Purchase Order;

Privacy Act means the Privacy Act 1988 (Cth);

Purchase Order means the purchase order issued by the Customer;

Rendered Tax Invoice means the Tax Invoice provided by the Supplier;

Requirements means the requirements outlined in clause 4 or anything else as specified in the Purchase Order;

Services means the Services supplied by the Supplier for the Customer in accordance with a Purchase Order;

Site means the site specified by the Customer in the Purchase Order; and

Supplier Code of Conduct means the relevant Supplier Code of Conduct in the applicable State or Territory in Australia.

3) Delivery Terms

- a) Supplier to provide Goods and/or Services
The Customer appoints the Supplier to supply the Goods and/or Services as specified in the Purchase Order. The Supplier accepts the appointment. The Supplier must provide the Goods and/or Services, in accordance with this Contract and the Customer's delivery instructions

including the timeframes specified in the Purchase Order or as otherwise agreed.

b) Delivery Times

The Supplier will promptly notify the Customer if it believes it will not be able to meet any delivery date or other timeframes specified in the Purchase Order. If the Supplier cannot meet the timeframes specified in the Purchase Order, then the Customer may terminate the Contract at no cost to the Customer.

c) Transport

Unless otherwise specified in the Purchase Order, the Supplier is responsible for all transportation, freight, packaging, handling, and insurance charges, together with any GST, where applicable.

4) Requirements

- a) The Supplier must ensure that the Goods satisfy the description in the Purchase Order, are of a high quality, free from defect and fit for their usual purpose and any other purpose disclosed by the Customer before the Contract is formed.
- b) The Supplier must ensure the highest quality of work, and provide the Services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services.
- c) The Supplier must comply with all policies, codes of conduct (including workplace health and safety policies, the Supplier Code of Conduct, rules, standards and procedures ('policies') which apply to the Goods and/or Services as well as the Supplier's obligations under this Contract. If any new policies are introduced, or amendments made to any existing policies, which apply to the Goods and/or Services as well as any of the Supplier's obligations under this Contract, the Supplier must comply with the new or amended policies. Access to the relevant policies will be provided on request.
- d) The Supplier must comply with all reasonable directions of the Customer in

relation to the Supplier's performance of the Contract.

- e) The Supplier must comply with all Laws and standards applicable to the Supplier.
- f) The Supplier must maintain public liability and products insurance for a minimum amount of \$20 million per claim or such other amount as specified by the Customer in the Purchase Order, workers' compensation insurance (if required by law), and any other insurance specified in writing by the Customer.
- g) The Supplier, its Personnel or any third party engaged by the Supplier must not, without the prior written approval of the Customer disclose the Customer's Confidential Information, unless such disclosure is required by Law. For the avoidance of doubt, nothing in this clause applies to anything that the Customer itself has placed in the public domain.
- h) If the Supplier collects or has access to any Personal Information in order to perform the Contract, the Supplier must, when performing this Contract comply with the Australian Privacy Principles in the Privacy Act and immediately notify the Customer upon becoming aware of a breach of this clause or any unauthorised access, use, modification, disclosure or other misuse of any Personal Information.
- i) The Supplier is fully responsible for its Personnel, including for ensuring Personnel comply with the Requirements. The Supplier is not, and Supplier Personnel are not, employees or contractors of the Customer.
- j) The Personnel of the Supplier engaged in the delivery of the Goods and/or Services are, and will remain at all times, employees or contractors of the Supplier (and will not be deemed to employees or contractors of the Customer). The Supplier is solely responsible for the payment of remuneration to, and compliance with and the costs of all other statutory, award, contractual or other legal obligations in respect of its Personnel.
- k) The Supplier must hold all necessary authorisations and licenses required for the

purposes of the supply of Goods and/or Services under the Contract.

- l) The Supplier must comply with all site and security requirements as communicated by the Customer.

5) Warranties

a) Conflict of interest

The Supplier warrants that it and, to the best of its knowledge and belief, having made reasonable enquiries, its Personnel, do not have a Conflict of Interest in the performance of the Contract, except as previously disclosed in writing to the Customer and which has been and can continue to be appropriately resolved to the satisfaction of the Customer.

If a Conflict of Interest or risk of it arises during the Contract Term, the Supplier must notify the Customer immediately. Upon receipt of such a notice, or upon the Customer otherwise identifying a Conflict of Interest or a risk of it, the Customer may, without limiting its rights under clause 16), direct the Supplier as to how to resolve the Conflict of Interest and the Supplier must comply with any reasonable direction given.

b) Anti-competitive conduct

The Supplier warrants that neither it, nor to the best of its knowledge and belief, having made reasonable enquiries, its Personnel, have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Contract, any associated Invitation Process or any actual or potential contract with any entity for goods and services similar to the Goods and Services. In addition to any other remedies available to it under Law or contract, the Customer may, in its absolute discretion, immediately terminate the Contract if it believes the Supplier has engaged in collusive or anti-competitive conduct.

c) Supplier information

The Supplier warrants that all representations, warranties, declarations, statements, information and documents made or provided by the Supplier

(including its representatives) in connection with the Contract or the associated Invitation Process are complete, accurate, up to date and not misleading in any way.

d) Modern Slavery

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its supply chain, have not been convicted of any offence involving Modern Slavery. The Supplier must immediately notify the Customer if it becomes aware of any actual, potential or perceived Modern Slavery in its operations or its supply chain. The Supplier warrants that it and its supply chain will conduct their business in a manner so as to reduce the risk of Modern Slavery in their operations and supply chains.

e) Warranties are ongoing

The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Supplier warrants that it will immediately notify the Customer if it becomes aware that any warranty made in this clause was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way.

6) Invoicing, price and payment

- a) The Supplier must invoice the Customer no later than 30 days after delivery of Goods or Services which comply with the Requirements, in accordance with the procedures communicated by the Customer.
- b) The Supplier must include adequate information for the Customer to verify that the invoice is accurate and must provide supporting documentation reasonably requested by the Customer. The Customer is not required to pay any invoice that does not comply with this clause.
- c) The Customer will pay each Correctly Rendered Tax Invoice within 30 days from the month end in which the invoice is received.
- d) The Customer may withhold payment of any amount which it disputes in good faith

- until the dispute is resolved and it is determined that the amount is payable.
- e) The Price for the Goods and/or Services is specified in the Purchase Order. The Supplier must not alter the Price without prior notice to the Customer.
- f) The Price is inclusive of all charges, expenses and overheads, and all taxes and duties, except for GST.

7) GST

- a) Unless expressly stated otherwise, all amounts payable under this Contract are GST exclusive.
- b) If GST is payable on a supply under the Contract, the Customer must pay to the Supplier an amount equal to the GST payable on the supply, in accordance with a Correctly Rendered Tax Invoice provided at or before delivery of the Goods and/or Services. Terms in this clause have the same meanings as in the GST Law.
- c) Each party agrees to do all things that may be necessary to enable the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable.

8) Liability

The maximum liability of a party to the other, whether in contract, tort (including negligence) or otherwise in connection with the Contract, is an amount equal to the total of all Prices (including additional expenses and charges) payable under the Contract, multiplied by 1.5. The cap on liability does not apply to liability in relation to:

- a) personal injury, including sickness, injury or death;
- b) loss of, or damage to, tangible property;
- c) Wilful default, wilful misconduct, unlawful act or omission of, or failure to comply with applicable Law by the Supplier or its Personnel;
- d) a breach by the Supplier or its Personnel of any obligation under clause 4(g) (confidentiality) or clause 4(h) (privacy); or
- e) any Claim by a third party;

- i) arising out of any negligent act or omission of the Supplier or its Personnel; or
- ii) relating to breach of a third party's Intellectual Property Rights or Moral Rights.

9) Exclusions and Limitations of Liability

To the extent permitted by Law, unless otherwise agreed in writing, the Customer will not be liable for any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity.

10) Indemnities

The Supplier releases and indemnifies the Customer, and its Personnel from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with those indemnified, and whether at common law, in equity or pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential financial loss) arising out of a breach of the Supplier's warranties or obligations contained in this Contract, and from and against all damages, reasonable costs and expenses incurred in satisfying, defending or settling any such claim, proceeding or demand.

11) Risk and Title

- a) Risk will transfer to the Customer when the Goods are delivered to the delivery address specified in writing by the Customer, in accordance with the delivery instructions and the Customer has accepted the goods after inspecting them; and
- b) Title in the Goods will transfer on the earlier of the delivery or payment of the applicable Price.

12) PPSA

If the Supplier determines that the Contract is or contains a security interest for the purposes of the PPSA, the Customer agrees to do anything

(such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Supplier asks and considers necessary for the purposes of:

- a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- b) enabling the Supplier 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 Supplier; or
- c) enabling the Supplier to exercise rights in connection with the security interest.

13) Intellectual Property Rights

- a) Each party retains ownership of Intellectual Property Rights in any Background IP.
- b) Intellectual Property Rights and property in any documents or materials provided by the Supplier as part of the Goods and/or Services will vest in the Customer,
- c) The Supplier grants the Customer and its related bodies corporate (as that term is defined by the Corporations Act) an irrevocable, unconditional, perpetual, royalty free, non-exclusive, worldwide and transferable and sub-licensable licence to use the Suppliers Background IP, to the extent necessary for use within the Goods and/or Services. The Supplier warrants that it is authorised to grant the Intellectual Property Rights in this clause in relation to any Background IP and any Intellectual Property Rights created for the purposes of fulfilling the Purchase Order and that their use within the Goods and/or Services and their use as permitted by the Contract will not infringe the Intellectual Property Rights or Moral Rights of any person.
- d) No right, title, interest or license in any of the Customer's intellectual property is granted to the Supplier under the Contract.

14) Customer Data

The ownership of Customer Data, including any Intellectual Property Rights in Customer Data, will vest in the Customer on creation. The Supplier has no right, title or interest in Customer

Data except as specified in this clause. The Supplier must not use, access, modify or disclose Customer Data to any person except to its Personnel or to others as specified in the Contract on a need to know basis to perform the Contract. The Supplier must comply with clauses 4(g) and (h) and all applicable Laws in relation to Customer Data which is Personal Information or Confidential Information, and must provide reasonable assistance to the Customer on request to enable the Customer to comply with Laws, policies and standards applicable to the Customer in relation to Customer Data including (without limitation) identifying, labelling, searching, reporting, copying, retrieving and modifying Customer Data in relation to Personal Information, Confidential Information, public records, right to information and information standards.

15) Where Requirements are not met

- a) If any Requirements for the Goods and/or Services are not met and the Customer decides to reject the Goods (**Rejected Goods**), the Customer must notify the Supplier and the Supplier must promptly (at the Customer's option):
 - i) refund to the Customer any monies paid for the Rejected Goods; or
 - ii) resupply the Rejected Goods or re-perform the relevant Services so that the Goods and/or Services comply with the Requirements,
 and the Customer may exercise any other right or remedy that it has under this Contract or otherwise.
- b) If the Supplier fails to comply with its obligations under this clause within 30 days of notice of rejection:
 - i) the Customer may have the Rejected Goods re-supplied or re-performed by others; or
 - ii) the Customer may sell or dispose of the Goods, and the Supplier must pay the Customer on demand any costs incurred by the Customer in doing so.
- c) Acceptance of the Goods and/or Services, by the Customer does not relieve the

Supplier of any of its obligations under the Contract.

16) Termination

a) For cause

The Customer may terminate the Contract immediately on written notice if:

- i) the Customer is satisfied that the Supplier has breached any warranty in this Contract;
- ii) a Conflict of Interest exists or arises and has not been, or in the Customer's view cannot be, appropriately resolved to the Customer's satisfaction;
- iii) the Supplier ceases business or indicates that it is unwilling or unable to complete the Contract;
- iv) the Supplier breaches the Contract and the breach cannot be remedied, or the breach can be remedied but the Supplier has not remedied the breach within a reasonable period nominated by the Customer; or
- v) the Supplier is or becomes Insolvent except if the stay on enforcing rights under Part 5.1 of the Corporations Act applies.

Without limiting any other rights or remedies the Customer may have, if the Customer terminates under this clause 16, the Supplier must pay or reimburse the Customer's reasonable costs of obtaining replacement Goods or arranging for another supplier to complete the Contract.

b) Show cause – Supplier Code of Conduct

Where the Customer reasonably suspects that the Supplier is not complying with the Supplier Code of Conduct, the Customer may by written notice require the Supplier to show cause, by the date specified in the notice (which must not be less than 5 Business Days), why the Customer should not terminate the Contract. If the Supplier fails to show reasonable cause by the date specified by the Customer, then the Customer may, by notice in writing to the Supplier, terminate the Contract.

c) For convenience

- i) The Customer may terminate this Contract at any time in its absolute discretion without giving reasons by written notice to the Supplier.
- ii) If the Customer terminates in accordance with clause 16(c)(i) the Customer will pay the Supplier for work performed and Goods supplied but not yet invoiced on a pro rata basis and the Supplier's reasonable and documented expenses directly relating to the termination, so long as the Supplier has mitigated the expenses.
- iii) The Customer will have no other liability to the Supplier relating to termination under this clause.

In no case will the compensation payable as a consequence of termination exceed the Price that would have been payable if the Contract had not been terminated. The Supplier must comply with any directions given by the Customer in the notice in connection with the termination and take all reasonable steps to minimise its expenses relating to the termination.

17) General

The parties agree that:

- a) **(notices)** they will send all notices relating to the Contract to the other party at the address listed in the Purchase Order, with a copy to the nominated contact person in the Purchase Order (or as updated by the parties). Notices will be deemed to be given if provided in writing and delivered by hand or post; or by electronic email within normal business hours;
- b) **(communication)** they will direct all other communications relating to the Contract to the other party's nominated contact person, or to another person if the other party directs;
- c) **(variation)** the Contract may only be varied by written agreement of authorised representatives of the parties;
- d) **(entire agreement)** this Contract sets out all the parties' rights and obligations relating to the subject matter of the Contract, and it replaces all earlier representations,

statements, agreements and understandings except as stated otherwise in this Contract. No other terms apply;

- e) **(relationship)** their relationship is of Customer and Supplier. This Contract does not create any partnership, joint venture, agency or employment relationship. The Supplier must not represent itself or allow anyone else to represent that the Supplier is a partner, agent, joint venturer, officer or employee of the Customer;
- f) **(manufacturer warranties)** the Supplier assigns any manufacturer's warranty to the Customer, where possible to do so, and must inform the Customer where it is not possible to do so;
- g) **(delivery)** the Supplier must deliver the Goods and/or Services to the Site in accordance with the Customer's instructions. If the Supplier asks, the Customer will confirm in writing that they have been received;
- h) **(packaging)** the Supplier must adequately pack and protect Goods to withstand transit and storage;
- i) **(no encumbrance)** the Supplier warrants that the Goods are not (and when title passes, will not be) subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract;
- j) **(industrial relations)** the Supplier must comply with all Laws, applicable awards, collective agreements and industrial relations instruments, including those in relation to collective bargaining and the role of trade unions;
- k) **(survival)** clauses 4(f), 4(g), 4(h), 7, 8, 9, 10, 11, 12, 13, 14 and 17 and any other clauses which are expressed to survive or by their nature survive, will survive termination or expiry of the Contract for any reason;
- l) **(access and inspection)** the Supplier must, on reasonable prior written notice from the Customer, give the Customer or its nominated agent reasonable access to the Supplier's premises where the Goods and/or Services are being performed or produced, and to Supplier documentation, records

and Personnel, to enable the Customer or a third party engaged by the Customer to verify:

- i) the completeness and accuracy of information provided by the Supplier in connection with the Contract or the associated Invitation Process, and
- ii) the Supplier's compliance with its obligations under the Contract and must, without limiting the Customer's other rights, promptly address any non-compliances notified by the Customer to the Supplier to rectify;
- m) **(subcontract)** the Supplier may only subcontract any part of its obligation under this Contract to subcontractors with the Customer's prior written consent. The Customer will not unreasonably withhold consent but may give consent subject to reasonable conditions. The Supplier's use of subcontractors will not transfer responsibility to the subcontractor nor will it relieve the Supplier from its liabilities and obligations under the Contract;
- n) **(disputes)** they will not bring any court proceedings relating to this Contract (except urgent interlocutory proceedings) without first attempting to resolve the dispute by negotiation within 30 days of the dispute arising;
- o) **(right to disclose)** either party may disclose information about the Contract as required by Law;
- p) **(governing law)**
 - i) this Contract is governed by the laws in force in Victoria, Australia; and
 - ii) the Supplier irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Contract. The Supplier irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum;
- q) **(severability)** if any provision or term of this Contract becomes invalid, unenforceable

or illegal for any reason, the relevant provision or term will be deemed modified to the extent necessary to remedy such invalidity, unenforceability or illegality, or if that is not possible, then such provision or term will be severed from this Contract without affecting the remaining provisions or terms of this Contract, such that the remainder of the Contract has full force and effect. This clause has no effect if the severance alters the basic nature of the Contract or is contrary to public policy;

- r) **(waiver)**
 - i) any failure by the Customer to insist upon strict performance by the Supplier

of any provision in the Contract will not be taken to be a waiver of any existing or future rights of the Customer in relation to the provision; and

- ii) a waiver is not effective unless it is in writing;
- s) **(no exclusivity)** the relationship between the parties is not one of exclusivity; and
- t) **(no assignment)** the Supplier is not permitted to assign the Contract or any part of it without the prior written consent of the Customer. The Customer may assign the Contract or any part of it on written notice to the Supplier.