

1. DEFINITIONS

In these Terms and Conditions, unless a contrary intention is apparent:

Abatement means the amounts set out in the Order for each KPI which the Supplier must pay Timberlink as an abatement.

Acceptance means when the Goods have been accepted under clause 11.2;

Acceptance Date means the earlier of:

- a. the date the Supplier provides Timberlink with an Order Confirmation; or
- b. 5 Business Days after the date Timberlink submits an Order unless the Order is rejected in writing by the Supplier prior to that time.

Anti-Money Laundering Laws means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth);

Australian Sanctions Laws means sanctions implemented under either:

- a. *Charter of the United Nations Act 1945* (Cth) and its sets of regulations; or
- b. *Autonomous Sanctions Act 2011* (Cth),

as administered by the Department of Foreign Affairs and Trade;

Business Days means any day that is not a Saturday or Sunday, a public holiday, special holiday or bank holiday in the Jurisdiction;

Confidential Information means in relation to a party, information relating to the party's business and affairs and any:

- a. trade secrets, know-how and technical information;
- b. products, customer, services, marketing or pricing information; and
- c. any other information which the party notifies the other party is confidential, is marked confidential or which the other party knows or ought to know is confidential.

Contract means the agreement between Timberlink and the Supplier and comprises the Order, these Terms and Conditions, Specifications and any Statement of Requirement for the works;

Contract Material means those documents and materials created or required to be created under the Contract and to be handed over to Timberlink;

Contract Price means the price included on an Order;

COR Laws means laws relating to fatigue management, speed and mass, dimension and load restraint compliance requirements generally referred to "Chain of Responsibility" laws of "Heavy Vehicle" laws; **Date for Delivery** means the date and time specified for delivery in an Order;

Delivery Location means the location specified for delivery in an Order;

Defects Liability Period means, unless otherwise stated in the Order, a period of 24 months commencing on the date the Works were accepted under the Contract;

Goods means the goods referred to on an Order or any other goods expressly or impliedly agreed to be supplied by the Supplier to Timberlink in connection with an Order;

GST Law has the same meaning as "GST Law" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means intellectual property and rights including any copyright, trademarks, patents, designs, circuit layout rights, the right to protect Confidential Information, know-how and trade secrets and any application or right to apply for registration of any of those rights;

Jurisdiction means Victoria, Australia unless otherwise agreed;

KPI means the key performance indicator set out in the Order;

KPI Target means the target level of service or performance the Supplier or the Goods must achieve for each KPI as set out in the Order;

Modern Slavery means conduct which would constitute an offence under the Modern Slavery Act 2018, and this includes but is not limited to the 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;

Order means a written order or request for Works provided by Timberlink to the Supplier in the form of a purchase order;

Order Confirmation means a written communication from the Supplier confirming acceptance of the Order;

Service Level Agreements means the service quality assurance (howsoever named) offered by the Supplier to Timberlink detailed in the Order, on the Suppliers website and/or in other documentation provided to Timberlink during or prior to commencement of the Term in relation to the standard of services to which the Supplier commits to meeting;

Services means the services referred to on an Order or any other services expressly or impliedly agreed to be supplied by the Supplier to Timberlink in connection with an Order for the Works;

Site means the site or sites on which the Works are performed;

Specifications means specifications required in the performance of the Works in the Order or otherwise;

Statement of Requirements means a statement of specific requirements issued by Timberlink in relation to an

Order;

Supplier means the party described as the Supplier on the Order;

Supplier Personnel means any employee, subcontractor, agent or representative of the Supplier; **Suspect benefit** means a benefit (including an offer or promise to provide or authorise a benefit) and includes a payment, a tangible and intangible gift, a right, a favour, free or discounted goods or services, a loan, entertainment and travel, but does not include a benefit which is of a modest or insignificant value, and is proper, reasonable and lawful to provide in the circumstances, and is unlikely to influence behaviour.

Term means the period from the Acceptance Date until communication by Timberlink to the Supplier of Timberlink's acceptance of the Works in the Order unless terminated earlier in accordance with these Terms and Conditions;

Terms and Conditions means these terms and conditions, as may be updated from time to time in accordance with clause 2.2;

Timberlink means Timberlink Australia Pty Limited ABN 12 161 713 015;

Timberlink WHSE Contractor Handbook means the handbook found at www.timberlinkaustralia.com.au/terms. References to 'Contractor' in this handbook have the same meaning as 'Supplier' in these Terms and Conditions.

Works means works, Goods or Services specifically referred to in the Order, Specifications and ancillary works and services necessarily required for the performance of the Contract, together with any agreed variations.

2. CONTRACT

2.1 These Terms and Conditions shall apply to all arrangements for the performance of the Works by the Supplier, unless Timberlink and the Supplier have otherwise entered into a separate written agreement in respect of those Works.

2.2 These Terms and Conditions may be updated by Timberlink on and from the date that the new version is uploaded to its website at www.timberlinkaustralia.com.au/terms, and in compliance with clause 4.

2.3 Where an Order is issued to the Supplier, unless specified otherwise in writing by Timberlink, on or after the Acceptance Date, the Works shall be performed by the Supplier in accordance with the Order, these Terms and Conditions, Specifications and any Statement of Requirements or other document attached to or expressly incorporated into the Order by reference.

2.4 Unless Timberlink and the Supplier have otherwise entered into a separate written agreement in respect of the Works, the issue of an Order by Timberlink is conclusive evidence that these Terms and Conditions apply to the provision of the Works and these Terms and Conditions shall take precedence over and supersede any and all other understandings, agreements or terms exchanged between the parties, including any terms referred to or provided by the Supplier to Timberlink, which shall be of no force or effect. By the Supplier accepting the Order or otherwise supplying the Works, it is deemed to agree to be bound by the terms of the Contract.

2.5 The Contract contains the entire agreement between the parties and may only be varied by signed written agreement between the parties.

2.6 If there is any inconsistency between any of the documents forming part of the Contract, and these Terms and Conditions, the Terms and Conditions shall prevail to the extent of the inconsistency.

3. PRIMARY OBLIGATIONS

3.1 The Supplier agrees to perform the Works and perform its obligations under the Contract in consideration of Timberlink agreeing to pay the Contract Price.

3.2 Unless otherwise expressly stated in the Order, the Contract Price is full and complete payment for performance of the Works by the Supplier.

4. VARIATION

4.1 Timberlink may vary these Terms and Conditions from time to time as reasonably required.

4.2 Where a variation to these Terms and Conditions causes a material change to the Contract, Timberlink will provide 14-days' written notice to the Supplier of such change.

4.3 If the Supplier does not accept the variation set out in a notice pursuant to clause 4.2, the Supplier must notify Timberlink in writing within a further 14 days. Where the Supplier fails to provide notice in accordance with this clause 4.3, the Supplier shall be deemed to have accepted Timberlink's variation.

4.4 If no agreement on the variation is achieved within 20 Business Days of Timberlink's notice pursuant to clause 4.2, either party may terminate the Order by providing 30 days' written notice to the other party.

5. SITE

5.1 The Supplier must at all times comply with all laws, regulations, codes of practice all Timberlink's relevant policies, the Timberlink WHSE Contractor Handbook, any specifications and reasonable instructions issued by Timberlink in relation to the Contract.

5.2 The Supplier acknowledges and agrees that, except to the extent expressly stated otherwise, the Supplier is not entitled to exclusive access to the Site.

5.3 Timberlink may, on reasonable grounds, refuse entry to the Site or any part thereof to any Supplier Personnel and the Supplier shall comply with such refusal.

5.4 The Supplier must not, without the prior written consent of Timberlink, use at the Site any employee or former employee of Timberlink. Timberlink may withhold such consent at its absolute discretion.

5.5 The Supplier is responsible for assessing and satisfying itself that all places accessed by the Supplier in performing the Contract are suitable for the Works.

6. STATUS OF THE SUPPLIER

- 6.1 Notwithstanding any other clauses in this Contract, the Supplier expressly acknowledges and agrees that:
- it has agreed under the terms of this Contract to provide the Works in its capacity as an independent Supplier;
 - it is not an exclusive Supplier for Timberlink and that other Suppliers may be engaged to provide services similar to those being provided by the Supplier;
 - nothing in this Contract shall be construed or have effect as constituting any relationship of employer and employee, agency, joint venturer or partnership for any purpose whatsoever as between Timberlink and:
 - the Supplier; or
 - the Supplier's Personnel for any purpose;
 - except as is expressly provided for in this Contract, neither party is the agent of, nor has the power or authority to bind the other party;
 - at all material times during the Term of this Contract it has and will exercise full control over its employees, agents, subcontractors, representatives or any other party employed or engaged by it to perform the Works;
 - in respect of its employees, it will comply with and/or fulfil all its obligations as an employer whether statutory (e.g., without limitation, payroll tax, superannuation guarantee, occupational health safety and welfare) or otherwise;
 - it has the opportunity to seek its own independent legal advice before entering into this Contract and enters into this Contract out of its own volition and free from any inducement, coercion, oppression, representation or otherwise by Timberlink; and
 - to the extent that the Supplier is a trustee of any trust, the Supplier enters into this Contract both in its own right and in its capacity as trustee and represents and warrants to Timberlink that it is authorised by the trust to do so and entitled to be indemnified out of the assets of the trust.

7. OBLIGATIONS OF THE SUPPLIER

- 7.1 The Supplier shall:
- retain or engage competent and appropriately experienced and qualified personnel reasonably necessary to provide the Works and be responsible at its own costs for ensuring that all such personnel have received the appropriate induction including any site-specific induction prior to commencing the Works;
 - obtain and maintain all relevant authorisations, permits and licences required to do the Works which are not otherwise obtained by Timberlink;
 - perform and complete the Works and, subject to any conditions provided elsewhere in the Contract, provide all supervisory, labour, materials, plant, transport and temporary works that may be necessary;
 - not vary the Works from the description in the Order or the Specifications without prior written consent of Timberlink;
 - be responsible for the care of Works from the Acceptance Date until completion including the care, storage and protection of unfixed items and items provided by Timberlink;
 - provide, erect and maintain all barricades, fences, signs, lighting and temporary works necessary for the protection of the Works, other property and for the safety and convenience of the public;
 - complete the Works to the reasonable satisfaction of Timberlink with due expedition, without delay and within the time frame specified in the Order or such further time as agreed in writing by Timberlink; and
 - not vary the price of the Works from the price agreed or undertake Works which will incur additional fees or charges without the prior written consent of Timberlink, such consent is not to be unreasonably withheld;
 - if required by Timberlink provide whatever evidence Timberlink may reasonably require to demonstrate compliance with this clause 7;
 - disclose Confidential Information of Timberlink without the prior written consent of Timberlink (which consent will not be unreasonably withheld), who may place conditions on such approval; and
 - only use or reproduce Timberlink's Confidential Information for the purpose of performance of its obligations under this Contract.

8. DELAY

8.1 The Supplier must give Timberlink written notice as soon as practicable upon becoming aware that it is not able to or is unlikely to be able to perform its obligations by the time required by the Contract.

8.2 Timberlink shall act reasonably in considering any request for an extension of time.

9. DEFECTS

9.1 The Supplier must correct any defects in the Works at its own cost within 14 days of any notice in writing by Timberlink requesting correction during the Defects Liability Period.

9.2 The Supplier must notify Timberlink if it becomes aware that any part of the Works are defective or non-conforming with the Contract and must, within 14 days, correct the defect or non-conformity.

9.3 Should the Supplier fail to correct the defective or non-conforming works in accordance with clauses 9.1 or 9.2,

then Timberlink may correct such defects at the cost of the Supplier.

9.4 Timberlink's proper use of the Goods up until the end of the Defects Liability Period shall not itself invalidate any claim that the Goods are defective.

10. DELIVERY

10.1 The Supplier shall deliver the Goods to the Delivery Location by the Date for Delivery and comply with Timberlink's reasonably delivery instructions.

10.2 All Goods delivered shall include any documentation reasonably required by Timberlink to use the Goods safely and correctly.

10.3 Where the Supplier fails to deliver the Goods in accordance with clause 10.1 or 10.2 Timberlink may return the Goods to the Supplier and the cost of doing so shall be a debt due and payable from the Supplier to Timberlink.

11. TESTING, ACCEPTANCE AND REJECTION

11.1 Where the Works includes the provision of Goods, Timberlink may test the Goods as it sees fit:

- before delivery to Timberlink, whether at the Suppliers premises or elsewhere; and
- after the Goods have been delivered and installed in accordance with the Contract.

11.2 Timberlink must accept the Goods upon being satisfied the Goods comply with:

- the Contract; and
- any testing and acceptance criteria previously provided to the Supplier.

11.3 If Timberlink is not reasonably satisfied as to the matters outlined in clause 11.2, Timberlink may reject the Goods by written notice to the Supplier.

12. RISK AND TITLE TO GOODS

12.1 Title in the Goods passes to Timberlink on the earlier of payment for the Goods or Delivery.

12.2 The Supplier bears the risk of loss and damage to the Goods and must rectify any such loss or damage at its cost as follows:

- until Acceptance;
- with respect to any act or omission of the Supplier or Supplier's Personnel which occurs before the end of the Defects Liability Period; and
- with respect to any loss or damage resulting from an event which occurred prior to Acceptance.

13. WARRANTY AND INDEMNITY

13.1 Notwithstanding any other clauses in this Contract, the Supplier warrants that it will exercise reasonable skill and care in carrying out the Works and that all Works carried out by it or any person or third party employed by it pursuant to this Contract shall be performed in a competent, careful, proper, diligent workmanlike and professional manner.

13.2 The Supplier warrants:

- it has the expertise to perform the Works;
- it has authority to supply/sell the materials/Goods/Services free from all encumbrances and Timberlink will have clear title to the materials/Goods and any deliverables deriving from the Services upon delivery to Timberlink's Sites/premises or otherwise received by Timberlink;
- the Works will be carried out within the time stated in the Order or otherwise agreed and without undue delay;
- the Works will be performed in a proper and professional manner and in accordance with good operating practices, the Order and the Contract, as varied if varied;
- that the services and deliverables, or the use of them by Timberlink, will not infringe the intellectual property rights of any person;
- all materials/goods used in the performance of the Works or provided to Timberlink as part of the Works will:
 - conform with the description in the Order, related specifications and Statement of Requirement;
 - be safe, of good merchantable quality and be fit and suitable for the known purpose for which they are used or provided;
 - be new unless otherwise accepted in writing by Timberlink.
- where the Goods are to be incorporated into a consumer product, the Goods will, on incorporation into the consumer product, satisfy the consumer guarantees prescribed in the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- it will:
 - obtain for the benefit of Timberlink all usual manufacturer's, supplier's, and any other applicable third party warranties in respect of the Goods or Services;
 - during the period of the warranties, take all action reasonably required by Timberlink to enforce those warranties or assist Timberlink to enforce them; and
 - assign the warranties to Timberlink on the earlier of:
 - Timberlink's written request;
 - the expiry of the Defects Liability Period applicable to the Goods/Services; and
 - the termination of this Contract.

14. INDEMNITY AND LIMITATION OF LIABILITY

- 14.1 The Supplier shall indemnify and keep indemnified Timberlink its employees and agents and hold each of them harmless from and against:
- any liability, loss or damage suffered by Timberlink or any third party due to a breach of these Terms and Conditions or any willful, fraudulent, unlawful or negligent act, error or omission by the Supplier including loss or damage resulting from injury (including death) to any person including the Supplier, its employees and agents as a result of the Supplier's performance of this Agreement or the state or condition of any work, equipment, item, facility or structure provided by the Supplier as part of this Agreement;
 - all fines or statutory penalties imposed, in connection with the Works agreed to be performed by the Supplier its employees and agents that is the subject of this Contract, whether at common law or under any statute where those fines or statutory penalties are imposed due to a breach of these terms and conditions or any unlawful or negligent act or omission by the Supplier or its employees or agents; provided that liability under the indemnity given by this clause will be reduced proportionately to the extent that a breach of these terms and conditions or any unlawful or negligent act or omission by the party entitled to indemnity contributed to any such liability, loss or damage.
- 14.2 Notwithstanding anything contained herein, whether express or implied, in no circumstances whatever will Timberlink be liable to the Supplier for damages for loss of actual or anticipated revenue, income or profits or any indirect, consequential or penal damages arising out of or in respect of this Agreement whether or not such loss was foreseeable.

15. INTELLECTUAL PROPERTY

- 15.1 The Supplier warrants and represents to Timberlink that:
- the supply of the Goods by the Supplier, the Goods and the use of the Goods by Timberlink in accordance with the Contract will not infringe the Intellectual Property Rights of any person; and
 - in performing the Services and its other obligations under the Contract, it will not infringe the Intellectual Property Rights of any person.
- 15.2 The parties each retain ownership of their respective Intellectual Property Rights which arose prior to, or independently of, the Contract (**Existing IP Rights**).
- 15.3 The Supplier grants Timberlink a non-exclusive, perpetual, irrevocable, non-transferrable, royalty-free licence (including the right to sub-licence) to deal with its Existing IP Rights to the extent necessary for Timberlink to have the full use and benefit of the Goods and Services.
- 15.4 All Intellectual Property Rights in the Contract Material and any other Intellectual Property Rights created in the performance of the Contract will vest in Timberlink immediately upon creation.
- 15.5 The Supplier must ensure Timberlink is irrevocably and perpetually licensed to use, modify and exploit all Intellectual Property Rights of third parties supplied by the Supplier or which are otherwise comprised in the Goods and Services to the extent necessary for Timberlink to have the full enjoyment, use and benefit of the Goods and Services.

16. SERVICE LEVELS

- 16.1 Supplier must provide any component of the Works that involve Services in accordance with the Service Level Agreement and provide reports to Timberlink on progress and performance against the Service Level Agreement upon Timberlink's reasonable request.
- 16.2 If Supplier does not comply with clause 16.1 during a calendar month, then (without limiting Timberlink's other rights or remedies), the price for that month will be reduced by any applicable service level credits set out in the Service Level Agreement. If Supplier does not comply with clause 16.1 on more than 3 occasions during the Term, then (without limiting Timberlink's other rights or remedies), Timberlink may immediately terminate this Contract.

17. KPIS

- 17.1 KPIs will apply if stated by Timberlink on the Order.
- 17.2 The Supplier must meet or exceed the KPI Targets for each KPI.
- 17.3 If the Supplier does not achieve any KPI Target:
- the relevant Abatement(s) will be applied to the Contract Price; and
 - to the extent the Abatement(s) exceeds the Contract Price, the excess amount is a debt due and payable to Timberlink.

18. PAYMENT

- 18.1 Unless clause 19 applies, the Supplier must render tax invoices to Timberlink in respect of the Contract Price. If the invoice is accepted, it is payable by Timberlink within 30 days from receipt.
- 18.2 Each invoice must:
- note the Order number;
 - specify the total amount payable in respect of the Goods and Services and a description of each item supplied and any milestone to which the invoice relates; and
 - include any other information Timberlink reasonably requires.

- 18.3 Unless agreed otherwise, payment will be made within 30 days of the last day of the month in which an invoice is received by Timberlink but subject always to:
- the price being in accordance with this Contract; and
 - all Works, materials, goods and equipment being received and accepted by Timberlink in accordance with the Contract.
- 18.4 Notwithstanding clause 18.3, Timberlink may wholly or partly suspend payment pursuant to this Contract where the Supplier is in breach of the Contract.
- 18.5 If this Contract is terminated due to a breach by the Supplier, then Timberlink may without limiting any other right or remedy, recover from the Supplier (as a debt), the amount of any payments made to the Supplier under this Contract for any services or deliverables not provided, delivered or accepted, together with interest calculated from the payment date to the date of refund at the 30 day Australian Treasury Bill rate plus 5%.
- 18.6 Timberlink may set off against any amount owing by Timberlink to the Supplier any amount which is owing under this Contract for any reason.

19. RECIPIENT CREATED TAX INVOICES (RCTI)

- 19.1 Where the Order or separate written agreement confirms that Timberlink ("the Recipient") and the Supplier have agreed that the Recipient will issue the tax invoices in respect of the Works:
- The Recipient can issue tax invoices in respect of the Works.
 - The Supplier will not issue tax invoices in respect of the Works.
 - The Supplier acknowledges that it is registered for GST and that it will notify the Recipient if it ceases to be registered.
 - The Recipient acknowledges that it is registered for GST and that it will notify the Supplier if it ceases to be registered.
 - Acceptance of a recipient created tax invoice (RCTI) constitutes acceptance of the terms of the agreement in relation to the use of RCTI.
 - Both parties to this supply agree that they are parties to an RCTI agreement.
 - The Supplier must notify the Recipient within 21 days of receiving the Order if the Supplier does not wish to accept the RCTI, in which case clause 18 will apply.

20. GOODS AND SERVICES TAX (GST)

- 20.1 Words and phrases used in this Clause 20 that have defined meanings in the GST Law have the same meaning as in the GST Law, unless the context indicates otherwise.
- 20.2 Unless expressly stated otherwise, the consideration for any supply under or in connection with this agreement is exclusive of GST.
- 20.3 If either party is entitled under this Agreement to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with the Contract, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified, or by its representative member.

21. INSURANCE

- 21.1 The Supplier shall, prior to commencing the Works, effect and maintain a:
- product liability insurance policy for a minimum \$20m payable for any one occurrence covering things such as liability for personal injury and property damage;
 - public liability insurance policy for a minimum \$20m payable for any one occurrence covering things such as liability for personal injury and property damage;
 - if the Works includes design or provision of any professional advice, professional indemnity insurance policy for a minimum \$10m payable for any one occurrence;
 - motor vehicle insurance policy up to \$10m for any one occurrence, if applicable; and
- 21.2 policy insuring the Goods for their full replacement cost. All insurance policies effected by the Supplier shall:
- be with a reputable insurer with a long term credit rating of at least A minus by Standard and Poor's (Australia) Pty Limited or equivalent; and
 - be maintained for not less than 7 years.
- 21.3 The Supplier must promptly, and prior to commencing the Works and at any other time requested by Timberlink, provide Timberlink with certificates of currency and any other evidence required by Timberlink for each insurance policy required to be effected under this Contract.
- 21.4 Where the Supplier either:
- fails to provide satisfactory evidence of insurance in accordance with clause 19.3; or
 - fails to obtain any such insurance,
- then without prejudice to other rights or remedies, Timberlink may insure the Goods or Services as appropriate and the cost thereof shall be due and payable from Supplier to Timberlink.
- 21.5 The Supplier must not do anything that may render the Supplier's insurance policies void.

22 OCCUPATIONAL HEALTH, SAFETY AND WELFARE

- 22.1 The Supplier shall, in the performance of the Works, comply with all occupational health and safety and other laws and regulations relevant to the Works and will ensure its employees comply with all the relevant regulations, improvement notices, prohibition notices and codes of practice.
- 22.2 The Supplier shall comply with all reasonable directions, documentation and procedures relating to security and occupational health, safety and welfare as required by Timberlink when Works are undertaken at premises or facilities of Timberlink including but not limited to site inductions, safety handbooks or permit requirements.
- 22.3 Where the Supplier is performing the Works on a Timberlink site, the Supplier agrees to submit to, comply with and be bound by the Timberlink WHSE Contractor Handbook;
- 22.4 Notwithstanding the Supplier's requirement to comply with the Timberlink WHSE Contractor Handbook, the Supplier acknowledges that it is being engaged as a specialist supplier of the Works and must ensure that the Works are undertaken so as to comply with all legislative requirements, minimise any risk of harm and to comply with the Supplier's health and safety requirements.
- 22.5 Where reasonably required by Timberlink for the welfare and safety of any individual or group of individuals, the Supplier and any Supplier Personnel shall submit to any necessary medical assessments.
- 22.6 The Supplier agrees to immediately notify Timberlink of any incident arising from undertaking the Contract including those involving the public.
- 22.7 To the extent heavy vehicles are used in the performance of the Works, the Supplier acknowledges it is a primary duty holder under COR Laws and warrants that it is familiar with and has the capability and resources to comply with COR Laws and will ensure that it and its personnel comply with all COR Laws.

23. ENVIRONMENT

- 23.1 The Supplier shall, at all times and at its own expense, maintain the Site and work area in a clean and tidy condition and shall ensure that all chemicals, waste oils, lubricants, drums, cartridges, waste materials and hazardous substances (collectively "Chemicals") utilized by the Supplier are contained and promptly removed from site and disposed of in a manner in accordance with the relevant State laws. Under no circumstances is any dumping of Chemicals, is permitted on any land owned and/or operated and/or managed by the Supplier or any related organization.
- 23.2 The Supplier shall at all times, comply with any environmental guidelines, restrictions or conditions governing Timberlink's operation and/or the Supplier in the provision of the Works.

24. WORK COVER

- 24.1 The Supplier shall ensure that it is registered as an employer under the relevant WorkCover legislations as amended and that it pays all levies due thereunder in respect of its employees engaged in or about the Works.
- 24.2 The Supplier shall, to the extent permissible at law and without limiting Timberlink's own obligation under the relevant WorkCover legislations, indemnify Timberlink in respect of any actions, claims, demand, suit or proceedings made by an employee of the Supplier brought in connection with the relevant WorkCover legislations as amended.

25. TERMINATION

- 25.1 Timberlink may immediately terminate this Contract where the Supplier:
 - a. commits a substantial or fundamental breach of the Contract, including a breach of warranty;
 - b. commits three breaches of the Contract after being given notice by Timberlink;
 - c. abandons the Works or is unable or unwilling to supply the Goods or Services to Timberlink;
 - d. fails to proceed with due diligence or without delay;
 - e. becomes insolvent; or
 - f. fails, within 14 days of delivery of the notice, to rectify a breach of the Contract of which Timberlink has given notice in writing specifying the breach and requiring it to be rectified.
- 25.2 The Supplier may immediately terminate this Contract where Timberlink:
 - a. becomes insolvent; or
 - b. fails to pay an invoice within 30 days of the date for payment, provided there is no genuine dispute in relation to the invoice.
- 25.3 Where this Contract is terminated prior to an Order being fulfilled, the Supplier must return any moneys paid by Timberlink for the Goods or Services within 14 days.
- 25.4 Where the Contract is terminated prior to an Order being fulfilled, Timberlink will pay the Supplier the reasonable uncontested proportion for any accepted Works completed prior to termination.

26. NOTICES

- 26.1 Notices required or permitted to be given under the Contract must be sent in writing by:
 - a. ordinary prepaid post to the postal address listed on the Order; or
 - b. email to the email address listed on the Order.
- 26.2 Notices given by prepaid post under this clause will be deemed given when in the ordinary course of post such notice should have been delivered.

27. CONTRACTING

- 27.1 The Supplier may not subcontract the performance of any matter or thing required by the Contract without the prior written consent of Timberlink which may not be unreasonably withheld.
- 27.2 The Supplier must not novate, transfer or assign the Contract or any right, interest in the Contract without the prior written approval of Timberlink.
- 27.3 If the Supplier contravenes clauses 25.1 and/or 25.2, Timberlink may withdraw the Order by writing to the Supplier at which time the:
 - a. Contract will terminate;
 - b. Supplier must do all things reasonably necessary to mitigate its loss;
 - c. Supplier's sole entitlement for such termination will be payment for the value of the proportion of the Works supplied but not yet paid for and, where appropriate, reasonable costs of demobilisation.

28. DISPUTE RESOLUTION

- 28.1 Where a dispute arises between the parties, either party may give notice (Dispute Notice) to the other party specifying the dispute.
- 28.2 If a Dispute Notice is issued under clause 26.1, the dispute shall be referred to authorised representative of Timberlink and the Supplier who must meet in good faith to resolve the dispute within 10 Business Days of the Dispute Notice being issued.
- 28.3 If, within 20 Business Days of the Dispute Notice being issued, the authorised representatives fail to resolve the dispute, then the dispute shall be referred to mediation.
- 28.4 Despite the existence of a dispute, the Supplier and Timberlink must continue to perform their respective obligations under the Contract (including continuing to carry out and pay for the Works).
- 28.5 Nothing in this clause prejudices either party's right to institute proceedings to seek injunctive or urgent declaratory relief in respect of a dispute or any other matter arising under this Contract.

29. BRIBERY AND CORRUPTION

- 29.1 Timberlink adopts a no tolerance policy in relation to bribery, corruption and secret commissions or profits.
- 29.2 The Supplier must not, and must ensure that the it's personnel do not, engage in this type of conduct whether or not it is contrary to law.
- 29.3 Without limiting clause 27.2, the Supplier must not, and must ensure that it's personnel do not, provide (or cause to be provided) any Suspect Benefits to obtain an improper advantage.
- 29.4 The Supplier represents that it is in compliance with:
 - a. the anti-bribery and anti-corruption laws and, where relevant, the anti-bribery and anti-corruption laws of the United States of America, the United Kingdom or any other country;
 - b. Anti-Money Laundering laws;
 - c. Australian Sanctions laws, and the Supplier must remain in compliance with such laws.
- 29.5 The Supplier represents and warrants that no payment received by the Supplier from Timberlink will be used for any purpose that could constitute a violation of any applicable law.
- 29.6 The Supplier must:

- a. adopt, and ensure that its Supplier Personnel adopt, the highest ethical and professional standards to procure goods, materials, and equipment for the purposes of providing the Goods/Services and to carry out the Works; and
- b. provide Timberlink with any documents or information Timberlink reasonably request as soon as reasonably practicable after that request is made in relation to satisfaction of clause 27; and
- c. notify Timberlink immediately of any failure to comply with its obligations under clause 27 and immediately remedy such failures to the fullest extent.

30. MODERN SLAVERY

- 30.1 Supplier represents, warrants, and undertakes that in the course of operating any of its business (including its performance of this Contract), Supplier and its operations will:
 - a. comply with all such laws and policies in relation to the *Modern Slavery Act 2018* (Cth) if applicable to the Supplier,
 - b. have processes to review its risks of Modern Slavery practices in operations and supply chains of the Supplier,
 - c. have processes to ensure the Supplier conducts its business in alignment with the principles and objectives of laws in relation to Modern Slavery, and
 - d. comply with Timberlink's [Supplier Code of Conduct](https://timberlinkaustralia.com.au/app/uploads/2022/11/TLA-Supplier-Code-of-Conduct-Dec-2020.pdf). [https://timberlinkaustralia.com.au/app/uploads/2022/11/TLA-Supplier-Code-of-Conduct-Dec-2020.pdf]
- 30.2 On request by Timberlink, Supplier must promptly and accurately complete periodical questionnaires relating to the sources of its products, materials and business practices and compliance with such laws, processes, policies, codes, and objectives.

31. MISCELLANEOUS

- 31.1 Unless expressly stated otherwise, the parties agree that time is of the essence in respect of the Supplier's obligations under the Contract.
- 31.2 This contract is governed by the laws of the jurisdiction in which the Works are to be performed.
- 31.3 The 1986 United Nations Convention on Contracts for the International Sale of Goods and any other Act or law which gives effect to this convention does not apply.
- 31.4 If any provision of this Contract is void, unenforceable or illegal, it must be read down to the extent necessary for it to be valid and enforceable. If it cannot be read down, the provision must be severed but only to the extent necessary for the Contract to be valid and enforceable.