

General Purchase Conditions Minor Works and Services



AME SYSTEMS (VIC) PTY LTD
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1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ACICA means the Australian Centre for International Commercial Arbitration and includes any successor body administering an arbitration or mediation under the relevant rules.

AME Entity means the Purchaser, each of its related bodies corporate, and each of their respective directors, officers, employees, agents and subcontractors

Applicable Law means all laws, regulations, sanctions rules, export and trade controls, mandatory industry requirements and legally binding governmental requirements applicable to the supply of Goods, performance of Services, processing of data, or activities of a party in the relevant jurisdiction.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

Conditions means these General Purchase Conditions for Goods and Services.

Confidential Information means all information of a confidential or commercially sensitive nature concerning the Purchaser, any AME Entity, their personnel, customers, suppliers, operations, pricing, technical information, designs, data, systems, products, projects and plans, whether disclosed before or after an Order is issued.

Control has the meaning given in section 50AA of the *Corporations Act 2001* (Cth).

Defect means any defect, deficiency, fault, error, non-conformity or failure to comply with an Order, the Specifications, these Conditions or Applicable Law.

Force Majeure Event means an event beyond the reasonable control of the affected party, including natural disaster, war, riot, pandemic, epidemic, cyber incident, sanctions event, or supply chain disruption beyond the reasonable control of the Supplier, but excluding any lack of funds and any event that could reasonably have been avoided or mitigated.

Goods means all goods, materials, equipment, components, tooling and other items supplied under an Order.

GST means any goods and services tax imposed under applicable law, including any similar value added, consumption or indirect tax.

Intellectual Property Rights means all present and future intellectual property rights anywhere in the world, whether registered or unregistered, including copyright, designs, patents, trade marks, trade secrets, know-how and analogous rights

Milestone means any milestone, attendance time, completion date, delivery date or other date, event or stage for performance stated in the Order

Minor Works means installation, repair, maintenance, fabrication, commissioning, decommissioning or related non-IT works or services for which an Order expressly states that these Conditions apply.

Loss means any loss, liability, damage, cost, charge, expense or claim, including legal costs on a full indemnity basis and any consequential or indirect loss.

Order means a purchase order or other written ordering document issued by the Purchaser that expressly incorporates these Conditions.

Purchaser means the AME entity identified in the relevant Order.

Purchaser Property means all equipment, systems, tools, materials, drawings, designs, credentials, documents and other property made available by or on behalf of the Purchaser.

Services means the Minor Works and any incidental or ancillary services supplied under an Order.

Specifications means the requirements, drawings, statements of work, descriptions, quality criteria, site rules, Milestones and other specifications stated or referred to in the Order.

SST means any sales tax, service tax, or sales and service tax imposed under applicable law in any jurisdiction.

Supplier means the person or entity to whom the relevant Order is issued.

VAT means any value added tax, goods and services tax, consumption tax, or similar indirect tax imposed under applicable law in any jurisdiction.

Work Product means all custom goods, tooling, moulds, jigs, fixtures, custom designs, drawings, engineering documents, reports, records, data and other materials created, developed, adapted or paid for under an Order.

1.2 Interpretation

In this document, unless the context requires otherwise:

- (a) the singular includes its plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) headings are for convenience only and do not affect interpretation;



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- (e) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (f) a reference to a party to this document includes its successors and permitted assigns;
- (g) a reference to a particular day or time is to that day or time in Melbourne, Victoria;
- (h) a reference to any document (including this document) is to the agreement or document as amended, supplemented, novated or replaced from time to time;
- (i) a reference to a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure in or to this document;
- (j) a reference to this document includes any schedules and annexures to this document;
- (k) a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form;
- (l) a reference to dollars or \$ is to Australian currency;
- (m) a reference to legislation (including subordinate legislation) or a provision of it is to that legislation or provision as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (n) words such as including or for example do not limit the meaning of the words preceding them;
- (o) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally; and
- (p) nothing in this document is to be interpreted against a party solely on the ground that the party or its advisers drafted it.

1.3 Business Days

Unless expressed to the contrary in this document, if the day on or by which a party must do something under this document is not a Business Day, the party must do it on or by the next Business Day.

1.4 Consents or approvals

Unless expressed to the contrary in this document, if the doing of any act, matter or thing under this document is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion.

1.5 Application and Precedence

- (a) These Conditions apply to every Order for Minor Works unless a separate written agreement signed by the parties expressly overrides them for that Order.



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- (b) The Purchaser may require the Supplier to enter into a framework agreement or bespoke works contract where the risk profile, duration, value or customer requirements justify that approach.
- (c) A contract is formed when the Supplier accepts an Order in writing, commences performance, attends site, supplies any goods or materials, performs any Services, or otherwise acts in a manner consistent with acceptance of the Order.
- (d) Each contract consists of the relevant Order, these Conditions, and any schedule, annexure or customer flow-down document expressly incorporated into that Order.
- (e) Unless the Order states otherwise, the order of precedence for each Order is:
 - (i) the Order;
 - (ii) any document or customer-specific annexure expressly stated to override these Conditions; and
 - (iii) these Conditions.
- (f) Any terms or conditions proposed by the Supplier are excluded and do not apply, even if referred to in any quotation, acknowledgment, delivery document, invoice or other communication, unless the Purchaser expressly agrees in writing.
- (g) A revised version of these Conditions only applies to a future Order if that revised version is attached to, or expressly incorporated in, that future Order.

2. Performance and completion

2.1 Supplier obligations

- (a) The Supplier must perform the Services with due care, skill, diligence and professional competence, in accordance with good industry practice, the Order, these Conditions, Applicable Law and the Purchaser's reasonable directions to the extent consistent with the Order.
- (b) The Supplier must promptly notify the Purchaser if it becomes aware of any matter likely to delay or adversely affect supply, quality, compliance or continuity, and must promptly provide the Purchaser with all information reasonably requested in relation to that matter, including its cause, likely impact and proposed corrective action.
- (c) Before commencing any on-site Services, the Supplier must obtain and maintain all licences, permits, risk assessments, safe work method statements and other documents required by Applicable Law, the Order or the Purchaser.
- (d) The Supplier must comply with all site rules, permit systems, inductions, security procedures, work health and safety requirements and/or environmental requirements notified by the Purchaser from time to time.

- (e) The Supplier must keep the site orderly and safe, protect Purchaser Property, and avoid unreasonable interference with the Purchaser's operations or other contractors.
- (f) The Supplier must ensure that all Supplier personnel are appropriately qualified, skilled, trained and, where required by the Order or Applicable Law, appropriately licensed, inducted and accredited.
- (g) Completion occurs only when the Services have been fully performed, the site has been cleaned and made safe, all required records, certificates and manuals have been provided, and the Purchaser has given written notice of completion or acceptance.

2.2 Delivery and performance timing

- (a) The parties agree and acknowledge that time is of the essence in relation to each delivery date, completion date and Milestone stated in an Order, unless the Order expressly states otherwise.
- (b) The Supplier must not deliver Goods early, or perform Services materially earlier than required, without the Purchaser's prior written consent.

2.3 Responsibility for methods and equipment

The Supplier is responsible for the acts and omissions of its personnel, plant, tools, equipment and methods of work, and must promptly report any incident, injury, near miss, environmental event, property damage or regulatory interaction relating to the Services.

3. Inspection, acceptance and rejection

3.1 Inspection and testing

The Purchaser is entitled to inspect, evaluate, review and test the Services and any supplied materials or work product at any reasonable time, including during performance and within a reasonable period after completion.

3.2 Rejection

The Purchaser may reject any Services, materials or work product that do not comply with the Order or these Conditions by giving notice within 30 days after completion or later if the relevant Defect was latent or could not reasonably have been discovered within that period.

3.3 Acceptance

- (a) Acceptance occurs only if the Purchaser gives written notice of acceptance.
- (b) Payment, inspection, testing, review, partial use or failure to reject within the 30-day period does not constitute acceptance and does not waive any rights or remedies of the Purchaser.

3.4 Purchaser remedies on rejection

If the Purchaser rejects any Services, materials and/or work product, or if any Defect arises during the warranty period, the Purchaser may, at the Supplier's cost and at the Purchaser's election:

- (a) require the Supplier to re-perform the Services;
- (b) require the Supplier to repair or replace the affected materials or work product;
- (c) obtain substitute services, materials or work product from a third party;
- (d) reimburse the Purchaser for rectification carried out by the Purchaser or a third party; or
- (e) refund any amount paid for the affected Services, materials or work product.

3.5 Warranty period

The warranty period for Minor Works is twelve (12) months after acceptance unless the Order specifies a longer period. If any item is repaired, replaced or re-performed, a new 12-month warranty period applies to that item from acceptance of the rectified item.

4. Price, taxes, invoices and payment

4.1 Price

Unless the Order expressly provides otherwise, the price stated in the Order is fixed and includes all labour, supervision, materials, plant, tools, transport, permits, compliance, overheads and all other costs required to perform the Services.

4.2 Invoicing and payment

- (a) The Supplier may invoice only after providing the relevant Services or achieving the relevant Milestone. Each invoice must identify the Order, the Services performed, the period to which the invoice relates and any supporting information reasonably required by the Purchaser.
- (b) Subject to clause 4.2(c), the Purchaser must pay the undisputed amount of a correctly rendered invoice within sixty (60) days after receipt of that invoice.
- (c) If the Purchaser disputes an invoice, it may withhold the disputed portion, must pay any undisputed amount when due, and the parties must work in good faith to resolve the dispute.
- (d) The Purchaser may set off against any amount payable to the Supplier any amount owed by the Supplier to the Purchaser or any AME Entity.

4.3 GST and similar taxes

- (a) Unless the Order states otherwise, prices are exclusive of GST, VAT, SST and any equivalent indirect tax.
- (b) If a taxable supply is made under or in connection with an Order, the recipient must pay the applicable GST, VAT, SST or equivalent indirect tax at the same time as payment of the underlying amount, subject to receipt of a valid tax invoice.
- (c) Each party is responsible for taxes imposed on its own income, employment, payroll or profits.
- (d) The Purchaser may withhold any amount required by law, and payment of the withheld amount to the relevant authority satisfies the Purchaser's obligation to that extent.
- (e) For any international Order, any withholding tax, customs duty, import tax, service tax or equivalent tax treatment, and any agreed gross-up or pass-through amount, must be identified in the Order. In the absence of express identification, the Supplier bears those amounts to the extent legally permissible.

4.4 No acceptance by payment

Payment does not constitute acceptance of any Services or work product and does not prejudice any right of the Purchaser.

5. Title and risk

5.1 Passing of title

Title to all materials, goods and work product paid for by the Purchaser passes to the Purchaser on the earlier of payment or delivery to the location stated in the Order, free from all security interests and encumbrances.

5.2 Passing of risk

- (a) Risk in materials, goods and work product remains with the Supplier until completion and written acceptance by the Purchaser, except that risk in rejected items remains with, or reverts to, the Supplier.
- (b) All Purchaser Property remains the property of the Purchaser. The Supplier must protect, keep secure, and use such property only for the purpose of performing the Services and return it on request or on completion or termination.

5.3 Risk to Purchaser Property

The Supplier bears the risk of loss of or damage to Purchaser Property while it is in the Supplier's possession or control, except to the extent caused solely by the Purchaser's own negligent or wrongful act or omission.

6. Warranties and rectification

6.1 Authority

The Supplier warrants that it has full right, power and authority to enter into and perform the contract formed by the Order.

6.2 Contract compliance

The Supplier warrants that the Services and any supplied materials or work product will comply with the Order, these Conditions, Applicable Law and good industry practice and will be fit for their intended purpose.

6.3 Authorisations

The Supplier warrants that it holds and will maintain all licences, permits, authorisations, qualifications, approvals and insurances required to perform the Services.

6.4 Rectification

The Supplier must promptly rectify any Defect or non-conformity notified by the Purchaser and bear all associated costs, including investigation, testing, retesting, removal, reinstallation and third-party costs reasonably incurred by the Purchaser.

7. Liquidated damages for delay

7.1 Delay damages

If the total value of an Order exceeds **[\$1,000]** and the Supplier fails to meet a Milestone, attendance time or completion date stated in that Order, the Supplier must pay liquidated damages at the rate of 0.5% of the value of the affected Order for each day of delay, accruing from the due date until completion of the delayed obligation, capped at 10% of the value of that Order, unless the Order states otherwise.

7.2 Basis of damages

The parties agree that the liquidated damages payable under clause 7.1 are a genuine pre-estimate of, or are otherwise proportionate to, the Purchaser's legitimate commercial interest in timely performance and are not a penalty.

7.3 Effect of payment

The Purchaser may deduct or set off liquidated damages from any amount otherwise due to the Supplier. Payment of liquidated damages does not relieve the Supplier from performing the Order.

8. Confidentiality, privacy and information security

8.1 Confidential Information

- (a) The Supplier must keep confidential all Confidential Information and must not disclose or use it except to the extent necessary to perform the Services and subject to equivalent obligations binding its personnel and approved subcontractors.
- (b) The Supplier must not use any Confidential Information except to the extent necessary to perform its obligations.
- (c) The Supplier is responsible for any act or omission of its personnel and subcontractors that would, if done by the Supplier, breach this clause 8.

8.2 Intellectual property

All Intellectual Property Rights in custom work product, drawings, records, reports and other materials created, developed, adapted or paid for under an Order vest in the Purchaser on creation. To the extent any such rights do not automatically vest, the Supplier assigns them to the Purchaser with effect from creation.

8.3 Privacy and Purchaser Data

If the Supplier processes Personal Information or otherwise handles purchaser data, it must comply with all Applicable Law relating to privacy, data protection and information security and notify the Purchaser within 24 hours of any actual or suspected security incident affecting that information.

8.4 Return and destruction

On request and on completion or termination, the Supplier must promptly return or securely destroy all Confidential Information and purchaser data in its possession or control, except to the extent retention is required by law.

9. Compliance and ethics

9.1 General compliance

- (a) The Supplier must comply with all Applicable Law relevant to the Services and supply chain, including any legislation relating to anti-bribery, anti-corruption, sanctions, labour, modern slavery, work health and safety and environmental laws.
- (b) The Supplier must promptly notify the Purchaser if it becomes aware of any actual or suspected breach of Applicable Law relevant to the Services or supply chain.



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9.2 Anti-bribery, corruption and human rights

- (a) Without limiting clause 9.1, the Supplier warrants compliance with the *Criminal Code Act 1995* (Cth), the UK Bribery Act 2010, the US Foreign Corrupt Practices Act, the Malaysian Anti-Corruption Commission Act 2009, and the *Modern Slavery Act 2018* (Cth), to the extent applicable.
- (b) The Supplier must maintain policies, procedures and controls reasonably designed to prevent bribery, corruption, forced labour, child labour and other serious human rights abuses in its operations and supply chain.

9.3 Customer flow-down riders

Specific prime-contractor or customer flow-down terms are not incorporated by default. If required, they may be added later by rider or annexure to the relevant Order.

10. Insurance

10.1 Insurance obligations

The Supplier must, at its own cost, obtain and maintain all insurance reasonably appropriate to the risks associated with the Minor Works and the minimum insurances stated in Schedule 1, unless the Order states otherwise.

10.2 Evidence of insurance

- (a) The Supplier must provide certificates of currency and other evidence of insurance reasonably requested by the Purchaser, including before commencing the Services if requested.
- (b) If requested by the Purchaser, the Supplier must provide that evidence before commencing supply of the relevant Services.

10.3 No prejudice to insurance

The Supplier must not do, or omit to do, anything that may prejudice any insurance required under these Conditions.

10.4 Insurance not a limit of liability

The Supplier's obligations are not limited by the amount of any insurance it is required to maintain.

11. Force majeure

11.1 Relief from performance

- (a) Subject to this clause 11, a party affected by a Force Majeure Event is excused from performance to the extent, and for so long as, the Force Majeure Event prevents that performance.
- (b) A party is not excused from performance to the extent that the relevant non-performance was caused or contributed to by that party, its personnel or its subcontractors, or could reasonably have been avoided or overcome by reasonable precautions or mitigation measures.

11.2 Notification and mitigation

- (a) The affected party must promptly give notice of the Force Majeure Event, provide reasonable details of its nature, likely duration and effect on performance, and keep the other party informed of any material developments.
- (b) The affected party must use all reasonable endeavours to mitigate the effects of the Force Majeure Event and resume full performance as soon as reasonably practicable.
- (c) Without limiting clause 11.2(b), the Supplier must use reasonable efforts to source alternative materials, routes, sites or subcontractors where commercially and operationally feasible.

11.3 Consequences of Force Majeure

- (a) A Force Majeure Event does not excuse any obligation to pay amounts already due.
- (b) During any Force Majeure Event affecting the Supplier, the Purchaser may obtain substitute goods or services from another source, or otherwise take such steps as it reasonably considers necessary to mitigate the effects of the Force Majeure Event, without liability to the Supplier.
- (c) If a Force Majeure Event continues for more than thirty (30) days and materially affects an Order, the Purchaser may terminate the affected Order by written notice without liability, except for amounts properly due for conforming Goods or Services accepted by the Purchaser before termination.

12. Liability and indemnities

12.1 Supplier indemnity

- (a) The Supplier indemnifies the Purchaser and each AME Entity against all Loss arising out of or in connection with:
 - (i) any breach of the contract formed by the Order;
 - (ii) any Defect in the Services or supplied materials;

- (iii) any delay, failure to perform, rectification or remediation;
- (iv) any infringement or alleged infringement of Intellectual Property Rights;
- (v) any breach of confidentiality, privacy or data security obligations;
- (vi) any death, personal injury or damage to property caused by the Supplier or its personnel;
- (vii) any fraud, wilful misconduct or unlawful act or omission of the Supplier or its personnel; and
- (viii) any claim by a customer or other third party to the extent arising from any matter referred to in 12.1(a),

except to the extent such Loss was finally determined to have been caused solely by the Purchaser's own negligent or wrongful act or omission.

12.2 Liability cap

Subject to clauses 12.3, the aggregate liability of the Supplier arising out of or in connection with a particular Order is capped at the greater of:

- (a) 2.0 times the total amount paid or payable under that Order; and
- (b) the amount recoverable under any insurance the Supplier is required to maintain for the relevant claim.

12.3 Exclusions from cap

The cap in clause 12.2 does not apply to liability arising from:

- (a) infringement of Intellectual Property Rights;
- (b) breach of confidentiality, privacy or data security obligations, including any data breach;
- (c) death, personal injury or damage to property caused by the Supplier or its personnel;
- (d) fraud, wilful misconduct or unlawful act or omission;
- (e) any liability for liquidated damages under clause 7; or
- (f) any liability that cannot lawfully be limited or excluded.

12.4 Recoverable Loss

Nothing in an Order excludes or limits the Supplier's liability for indirect or consequential Loss. Without limiting the foregoing, loss of profit, loss of revenue, loss of production, loss of opportunity, customer

claims, customer liquidated damages and costs of recall, rectification, remediation or replacement are recoverable by the Purchaser, subject only to the liability cap in clause 12.2 where applicable.

12.5 Cumulative rights

Any right or remedy of the Purchaser under an Order is cumulative and does not exclude any other right or remedy.

13. Dispute resolution

13.1 Dispute notice

A party claiming that a dispute has arisen must give written notice describing the dispute.

13.2 Senior representatives

Within ten (10) Business Days after that notice, the parties must cause appropriately senior representatives to meet and attempt in good faith to resolve the dispute.

13.3 Mediation

If the dispute is not resolved within fifteen (15) Business Days after that notice, either party may refer it to mediation administered by ACICA, or, if ACICA is unavailable, another mediator agreed by the parties.

13.4 Arbitration

If the dispute is not resolved within twenty (20) Business Days after referral to mediation, either party may refer the dispute to arbitration administered by ACICA under the ACICA Arbitration Rules.

13.5 Seat and procedure

The seat of the arbitration is Melbourne, Victoria. The language of the arbitration is English. The arbitral tribunal is to consist of one arbitrator unless the parties agree otherwise.

13.6 Preserved rights and continued performance

- (a) Nothing in this clause 13 prevents:
 - (i) a party from seeking urgent interlocutory or injunctive relief from a court of competent jurisdiction;
 - (ii) the Purchaser from exercising any right of rejection, set-off, withholding, suspension, step-in or termination under the Order.
- (b) The Supplier must continue to perform the Order notwithstanding the existence of a dispute, unless the Order has been terminated or the Purchaser directs otherwise.

14. Suspension and termination

14.1 Suspension

- (a) The Purchaser may suspend performance of all or part of an Order on written notice if necessary to investigate or address any safety, quality, compliance, security or customer issue.
- (b) The Supplier must immediately comply with any notice of suspension and must take all reasonable steps to minimise the Purchaser's exposure, and mitigate any resulting delay or disruption.
- (c) A suspension under this clause 14.1 does not limit any other right or remedy of the Purchaser.

14.2 Termination for convenience

- (a) The Purchaser may terminate an Order for convenience on written notice.
- (b) If the Purchaser terminates for convenience, it is liable only for the price of conforming Services accepted up to the termination date and reasonable, properly documented, unavoidable direct costs irrevocably incurred before the termination notice to the extent they cannot reasonably be mitigated and the Purchaser elects to take the resulting work in progress or materials.

14.3 Termination for cause

The Purchaser may terminate an Order immediately by notice if the Supplier:

- (a) commits a material breach and, if capable of remedy, fails to remedy it within 14 days after notice;
- (b) becomes insolvent, enters external administration or ceases or threatens to cease carrying on business;
- (c) engages in fraud, bribery, corruption, serious misconduct, modern slavery or conduct likely to damage the reputation of the Purchaser or any AME Entity;
- (d) undergoes a change of Control that the Purchaser reasonably considers adverse to its commercial interests; or
- (e) suffers any event that materially jeopardises safety, quality, continuity or compliance.

14.4 Consequences of expiry, suspension or termination

On suspension or termination, the Supplier must immediately stop work to the extent directed by the Purchaser, protect and deliver all Purchaser Property, Confidential Information and work product, and provide all reasonable handover assistance requested by the Purchaser.

14.5 Accrued rights

Suspension or termination does not affect accrued rights or any clause intended to survive termination.

15. General

15.1 Governing law

This document and each contract formed by an Order is governed by the laws of Victoria, Australia.

15.2 CISG excluded

The parties exclude the United Nations Convention on Contracts for the International Sale of Goods.

15.3 Entire agreement

The Order, these Conditions and any document expressly incorporated into the Order constitute the entire agreement for that Order.

15.4 Variations

An Order may only be amended, varied or replaced by a written document signed by both parties.

15.5 Waiver

A waiver is effective only if in writing and signed by the party granting the waiver. Any failure or delay by a party to exercise any right, power or remedy does not operate as a waiver of that right, power or remedy or of any later breach.

15.6 Severability

If any terms or provision is invalid, illegal or unenforceable, it is to be read down or severed to the minimum extent necessary without affecting the validity or enforceability of the remaining provisions.

15.7 Further assurances

Each party must do all things reasonably necessary to give effect to each clause in this document, including executing and delivering documents.

15.8 Costs

Unless expressly provided otherwise, each party must bear its own costs in connection with the negotiation, preparation, execution and performance of that order.

15.9 No merger

The rights and obligations of the parties do not merge on completion and survive to the extent necessary to give them effect.

15.10 Relationship of parties

Nothing in the contract formed by an Order creates a relationship of employment, agency, partnership, fiduciary duty or joint venture between the parties, and the Supplier has no authority to bind the Purchaser or any AME Entity.

15.11 Counterparts and electronic execution

- (a) An Order or any document related to it may be executed in counterparts.
- (b) Counterparts taken together constitute one instrument.
- (c) The parties consent to the use of electronic communications and to the electronic exchange of executed documents in connection with an Order.
- (d) Electronic delivery of an executed counterpart is effective delivery of the original, and failure to provide the original hard copy does not affect the formation or enforceability of the relevant document.

15.12 Notices

- (a) A notice or other communication under an Order must be in writing and sent to the contact details stated in the Order or otherwise notified in writing.
- (b) A notice may be delivered in person, by email or by post.
- (c) Subject to clause 15.12(d), a notice is taken to be received:
 - (i) if delivered in person, on delivery;
 - (ii) if sent by email, at 9.00 am on the next Business Day after transmission, unless an error message is received earlier, or receipt is acknowledged earlier; and
 - (iii) if sent by post, 3 Business Days after posting within Australia or 6 Business Days after posting from outside Australia.
- (d) If a notice is received on a day that is not a Business Day, or after 4.00 pm at the recipient's location, it is taken to be received at 9.00 am on the next Business Day.

15.13 Remedies

Except as expressly stated otherwise, the rights and remedies of the Purchaser under an Order are cumulative and do not exclude any rights or remedies available at law or in equity.

15.14 Party acting as trustee

If a party enters into an Order as trustee of a trust, that party and its successors as trustee of the trust are bound by the Order in their own right and as trustee of the trust. Nothing in the Order limits or excludes

the liability of that party in its personal capacity. That party warrants that, at the date of the relevant Order and on each date on which it performs obligations under it:

- (a) the trust is validly constituted and subsisting;
- (b) it is the sole trustee of the trust;
- (c) it has full power and authority under the trust deed and at law to enter into, perform and be bound by the Order as trustee;
- (d) all powers and discretions conferred by the trust deed are capable of being validly exercised by it as trustee and have not been revoked, varied or restricted in a manner that would adversely affect its ability to perform the Order;
- (e) the Order is entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust;
- (f) it has a right of indemnity out of, and lien over, the assets of the trust in respect of liabilities properly incurred under the Order;
- (g) that right of indemnity and lien have not been excluded, limited, released or lost, and will not be prejudiced by any act or omission of that party; and
- (h) no restriction exists, and it will not permit any restriction to arise, on its right of indemnity out of, or lien over, the assets of the trust, and that right will have priority over the rights of the beneficiaries to the trust assets.



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Schedule 1 – Minimum Insurance Requirements

1. Insurance requirements

1.1 Threshold

Unless an Order states otherwise, the following default minimum insurance limits apply to Minor Works:

- (a) public and products liability: \$10,000,000 for each claim (which may be maintained under a combined policy);
- (b) professional indemnity insurance: \$2,000,000 for each claim where the Services include design, engineering, advisory or certification services;
- (c) motor vehicle liability insurance: \$20,000,000 where vehicles are used in connection with the Services;
- (d) cyber liability insurance: \$500,000 where the Supplier has access to Purchaser systems or purchaser data;
- (e) transit insurance: \$250,000 where the Supplier transports Purchaser property, materials or work product; and
- (f) workers compensation insurance as required by law.

1.2 Higher or different limits

The Purchaser may require higher or different insurance limits in the relevant Order if the nature of the Minor Works or the site risk profile justifies that requirement.



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Schedule 2 – Customer / Prime flow-down Rider

Any flow-downs from any Prime will be appended to each Purchase Order.



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