

## 1. PARTIES

In these conditions of contract 'Powerlink' is a reference to Queensland Electricity Transmission Corporation Limited ACN 078 849 233 and the 'Supplier' is a reference to the entity providing the Goods and/or Services (as applicable). Powerlink and the Supplier are the parties to the Agreement.

## 2. INTRODUCTION

Acceptance of the Purchase Order is deemed to include acceptance of the following conditions of contract which form the basis of the Agreement. No other conditions imposed by the Supplier either verbally or in writing prior to or subsequent to the placing of the Purchase Order will apply unless and until specifically accepted in writing by an authorised representative of Powerlink (which acceptance will not be unreasonably withheld or delayed). For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraud or fraudulent misrepresentation or any other representation which cannot be excluded by law.

## 3. FORMATION OF CONTRACT

Where the Purchase Order for the provision of Goods and/ or Services has been issued to the Supplier in acceptance of a written/verbal quotation, tender, or offer and provided such quotation, tender or offer has not previously been revoked and the Purchase Order is dated and handed to the Supplier, posted, or delivered by electronic means to them at the address appearing on the quotation, tender, or offer, an agreement will be deemed to have been formed, whether or not receipt of the Purchase Order has been acknowledged by the Supplier (**Agreement**).

## 4. TERM

Unless otherwise stated in the Agreement, the date of the Purchase Order will be the date the Agreement commences, and the Goods and/or Services must be completed/delivered by the Due Date (**Term**).

## 5. PRICES

- The Charges will be those Charges specified in the Purchase Order and those Charges will be fixed for the Term. The Charges cannot be varied by the Supplier without prior written agreement by Powerlink (which agreement will not be unreasonably withheld or delayed).
- The Charges will be on a DDP basis (as defined in Incoterms 2010), unless otherwise agreed by the parties in writing.
- Except where otherwise stated on the Purchase Order, the Charges must include transport to Powerlink's premises but will exclude offloading.

## 6. TERMS OF PAYMENT

- Subject to clause 6(b), unless otherwise stated on the Purchase Order, Powerlink's standard payment terms are 30 days from the receipt of a correctly rendered tax invoice.
- Payment will only be made by Powerlink if the Supplier has provided:
  - a correctly rendered tax invoice:
    - to the email address listed on the Purchase Order;
    - with sufficient detail to process payment (including Supplier name, Australian Business Number, Powerlink contact name, amount claimed, work order number (if one has been provided by Powerlink), and description of the Goods and/or Services provided applicable to the invoice);
    - quoting the applicable Purchase Order number; and
    - any other information that Powerlink may reasonably request from time to time; and
  - the Goods and/or Services in accordance with the requirements of the Specification.
- If the above criteria in clause 6(b) has not been complied with, or the amount claimed on the tax invoice requires adjustment for whatever reason (including incorrect Charges), the Supplier will be requested to re-submit a replacement invoice.
- The Supplier may request that Powerlink make part payments for Goods and/or Services provided during the Term, including the payment of a deposit prior to any Due Date. Any such requests will be considered by Powerlink on a case-by-case basis. Any part-payments for Goods and/or Services must be agreed between the parties.
- Any money owing from one party (**Debtor**) to the other party (**Creditor**) under the Agreement may be set off by the Debtor against any amount owing to it by the Creditor whether under the Agreement or at law.

## 7. SPECIFICATIONS

- The Supplier must supply the Goods and/or Services in accordance with the applicable Specification, or description on the Purchase Order. No alternatives are to be supplied without the prior approval, in writing, of an authorised representative of Powerlink (which approval must not be unreasonably withheld or delayed).
- Except as otherwise stated in the Agreement, the Supplier is solely responsible for controlling the manner in which the Supplier and its Personnel provide the Goods and/or Services.
- Any performance data, measurements, specifications or other information quoted in the Supplier's catalogues, brochures, descriptive literature, quotations, offers or tenders must be binding on the Supplier within the tolerances specified in such documents.
- Unless otherwise agreed, all Goods and/or Services supplied must be in accordance with any relevant Australian standards and Federal and State legislation and regulations in force at the date of the Agreement.

## 8. STORAGE (IF APPLICABLE)

- If the Services provided by the Supplier include warehousing, the Supplier must ensure that:
  - the Warehouses are:
    - suitable and sufficient for storing the Products in accordance with

- the Agreement and in compliance with all relevant laws;
  - maintained in a clean and orderly state at all times; and
  - kept secure, weatherproof and vermin free at all times;
- access to the Products at the Warehouses is restricted only to persons authorised by the Supplier who have a need to access the Warehouses;
  - the Products are at all times clearly identifiable as the property of Powerlink;
  - the Products are kept clean and stored in an orderly manner so as to preserve their condition and avoid contamination, deterioration or damage by other matters; and
  - while the Products are in its possession, power or control:
    - subject to ageing in the normal course, the Products remain in the same condition as they were in when delivered;
    - the Products are only handled by Personnel of the Supplier for the purpose of performing the Supplier's obligations under the Agreement or persons authorised by Powerlink; and
    - the Products are only removed from the Warehouses by Personnel of the Supplier in accordance with a Powerlink direction, as otherwise permitted under the Agreement or as otherwise agreed by Powerlink.

## 9. PACKING AND DELIVERY (IF APPLICABLE)

- Subject to the remainder of this clause 9, the Supplier must deliver the Goods and/or Services (including, where applicable, any Products) to the delivery address stipulated on the Purchase Order by the relevant Due Date.
- Time is of the essence in respect of the Due Date. If the Supplier fails to supply the Goods and/or Services in accordance with the Due Date, Powerlink is entitled to treat such failure as a breach of the Agreement.
- Powerlink may vary the relevant Due Date, or place of delivery specified in a Purchase Order by notice in writing to the Supplier at any time prior to delivery. If the Supplier is unable to deliver the Goods and/or Services on the varied Due Date or to the varied place of delivery, the Supplier must notify Powerlink of that fact with written reasons within 3 business days of receiving the variation notice. If the Supplier does provide such notice, the variation will not apply.
- The Supplier must deliver the Goods and/or Services during Powerlink's normal business hours at the location specified in the Purchase Order.
- No deliveries effected outside the normal working hours of Powerlink will be accepted unless by prior arrangement with an authorised representative of Powerlink. It should be noted that certain warehouses are closed on alternative Mondays, and it is the Supplier's responsibility to ascertain hours prior to dispatch of the Goods and/or Products.
- Unless otherwise agreed, offloading will normally be carried out by Powerlink's Personnel and equipment, however, where packing units within a consignment are larger than the Australian Standard pallet size and/or weigh more than 1 tonne, it is the Supplier's responsibility to make advance delivery arrangements with Powerlink.
- Any packing necessary for the safe transport and storage of the Goods and/or Products is deemed to be included in the quoted price unless specifically excluded in the Supplier's quotation, offer or tender.
- Supplier's quotations, offers, tenders, advice notes, and invoices must show where packing is returnable and the amount of deposit charges, if any. All returnable packing which is charged on a refundable deposit basis or otherwise must be clearly marked as such, bear a return address and will be returned freight forward at Powerlink's convenience, acting reasonably, by a transporter selected by Powerlink unless otherwise agreed.
- The Supplier must provide with each consignment sufficient delivery documents to enable Powerlink to identify the contents of each package and in addition must endorse all packages and delivery documents, with the Purchase Order number.

## 10. DAMAGE OR LOSS OF GOODS AND/OR PRODUCTS IN TRANSIT (IF APPLICABLE)

Where Goods and/or Products have either been lost or damaged in transit whilst at the Supplier's risk, the Supplier will with all due diligence take all necessary action to make good the lost or damaged Goods and/or Products, which may include replacing the Goods and/or Products or arranging repairs, or reimburse Powerlink for the equivalent cost of the lost or damaged Goods and/or Products, whichever is mutually acceptable to both parties. Powerlink will sign all carriers' delivery documentation 'subject to check' and accepts responsibility for notification to the Supplier within 3 days of receipt, in the case of damage, or 10 days from receipt of advice, in the case of Loss in transit.

## 11. WARRANTY

- The Supplier warrants that all Goods which it supplies to Powerlink under the Agreement will:
  - be of merchantable quality and fit for any purpose which Powerlink makes known to the Supplier (expressly or impliedly) or which the Goods are commonly supplied;
  - be safe and free from material defects in design, material and workmanship;
  - be free from all encumbrances (and that the Supplier has good title); or
  - not infringe any intellectual property rights of any third person, and the Supplier warrants that the sale or use of the Goods by Powerlink or any other person will not amount to such an infringement.
- The Supplier warrants, represents and agrees that in respect of any Services it supplies to Powerlink under the Agreement:
  - it will at all times be suitably qualified and experienced to perform the Services;
  - the Services will be performed with the standards of diligence, skill, care and efficiency expected of a competent supplier performing services of a similar nature to the Services;
  - the Services will be performed in accordance with relevant laws, codes

- (iv) and standards; and the Services when completed, will be fit for the purpose which Powerlink makes known to the Supplier (expressly or impliedly) or which the Services are commonly supplied.

## 12. INSPECTION AND TEST

- Powerlink reserves the right to inspect, which includes undertaking a physical wall to wall stocktake in any Warehouses, and test all Goods and/or Services supplied, to ensure compliance with the Specification.
- The Supplier must permit Powerlink, or persons authorised by Powerlink, to be present during and participate in stocktakes of the Products, including the cut-off procedures, stocktake audit trails and the treatment of source documentation and reconciliation documentation.
- Where Goods and/or Services fail such inspection or test and do not comply with the Specification, Powerlink will notify the Supplier of the rejection of the Goods and/or Services with reasons for such rejection (**Rejection Notice**).
- As soon as reasonably practicable after the issuance of the Rejection Notice, the parties will discuss the Rejection Notice and endeavour in good faith to resolve it.
- Where Powerlink has issued the Rejection Notice and it is acknowledged by the Supplier:
  - in the case of Goods, the Supplier is liable for the replacement, free of charge, of all such rejected Goods with Goods that comply with the Specification;
  - in the case of missing, broken or damaged Products, the Supplier is liable for either the replacement, free of charge, of all such Products or to compensate Powerlink for the equivalent cost to replace the Products; and
  - in the case of the Services, the Supplier is liable for the resupply of the Services, free of charge, until those Services comply with the Specification,
 and the Supplier must take these steps as soon as reasonably practicable.
- Any rejected Goods must within 30 days from the Rejection Notice and subject to any lien which Powerlink may have, be removed by the Supplier at the Supplier's own expense from Powerlink's premises.
- If, on the expiry of 30 days, the rejected Goods have not been removed, Powerlink may return the Goods freight forward, and at the Supplier's risk, to the Supplier. All Goods which have been notified to the Supplier as rejected, are held by Powerlink at the Supplier's risk.
- The Supplier may dispute the Rejection Notice and the failure of the inspection or test, or the reasons given by Powerlink for the rejection, in accordance with the dispute resolution procedure in clause 28.
- Where a defect in the Goods and/or Services supplied under the Agreement occurs by reason of faulty materials, workmanship or design and becomes apparent within the Supplier's warranty period (if applicable), the Supplier must, when called upon to do so by Powerlink, at the Supplier's own cost and with all due diligence replace at the delivery point the defective or damaged Goods and/or Services with Goods and/or Services complying with the requirements of the Agreement, or otherwise make good the damage or defect if convenient to Powerlink, to comply with the requirements of the Agreement.

## 13. POWERLINK OBLIGATIONS

Powerlink will provide the Supplier with safe access to Powerlink's premises and equipment, where applicable, to enable the Supplier to provide the Goods and/or Services. Powerlink must ensure that its premises are safe and are a suitable working environment.

## 14. INDUSTRIAL RELATIONS

- The Supplier must pay its employees, and ensure that any subcontractor pays its employees, in accordance with the applicable employment instrument or agreement that applies to the Supplier and its employees / the subcontractor and its employees (as applicable). The Supplier must also ensure that it complies with all relevant superannuation legislation.
- However, with respect to employees of the Supplier and employees of subcontractors of the Supplier who perform Core Work, the Supplier shall ensure that those employees receive, as a minimum, rates of pay and allowances which in aggregate are no less than those that apply to the same or similar classifications of Powerlink's employees engaged under the WAPA.
- The Supplier agrees that Powerlink will engage a third party, in compliance with the Queensland Procurement Policy (as amended or replaced from time to time), to complete an audit of the annual rates of pay and allowances paid by the Supplier to its employees (or by any subcontractor to its employees) to audit the Supplier's compliance in respect of clause 14(b). The Supplier agrees to comply with any requests by Powerlink for information required for the purposes of the third party audit.

## 15. TITLE, RISK AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- Products**
  - In the case of Products, title to Products does not pass to the Supplier and the Products will at all times remain the property of Powerlink.
  - The Products must not be subject to any Security Interest granted by the Supplier to a creditor of the Supplier.
  - The Supplier has no right (and will not assert or attempt to exercise any right) to a lien on any Products, date and documents relating to Products, in the possession of the Supplier, for the recovery of sums payable by Powerlink to the Supplier under the Agreement or to sell or otherwise deal with any Products, except as otherwise permitted in the Agreement.
- Goods**
  - In the case of Goods and without prejudice to any right of rejection or other rights which Powerlink may have under the Agreement, title of the Goods will pass to Powerlink upon delivery of the Goods or upon payment for the Goods, whichever occurs earlier.

- The passing of title or delivery of the Goods to Powerlink does not constitute acceptance of the Goods.
- The Goods are at the Supplier's risk until they are accepted by Powerlink, except in the event that Loss or damage to the Goods occurs as a direct result of any action or inaction by Powerlink or its employees or contractors.
- Unless otherwise stated in the Agreement, Powerlink may only accept Goods by giving the Supplier written notice to that effect. Powerlink will not unreasonably delay written notice of acceptance of the Goods.

## 16. SUSPENSION

- Powerlink may, at any time, suspend the Agreement regardless of whether the suspension is for its own convenience or for cause.
- In respect of a suspension for Powerlink's convenience, if fees or expenses for suspensions for Powerlink's convenience have not been agreed in advance, Powerlink must pay the Supplier the fees or expenses reasonably incurred by the Supplier in executing the Agreement to the date of suspension, together with any costs and expenses reasonably incurred by the Supplier by reason of the suspension, capped at the total amount of the Charges.
- The Supplier must bear the cost of suspension if Powerlink directs a suspension under the Agreement and Powerlink is of the reasonable opinion that the suspension is necessary due to:
  - an act, default or omission of the Supplier or its Personnel;
  - a material failure of the Supplier or its Personnel to comply with the requirements of clause 19;
  - for the protection or safety of any person or property if the Supplier or its Personnel made that protection necessary; and
  - to comply with a court order if the Supplier or its Personnel made that court order necessary.
- Powerlink must give the Supplier reasonable written notice to recommence its obligations under the Agreement if they were suspended.

## 17. CANCELLATION

Where cancellation of the Goods and/or Services is necessary by Powerlink, acting reasonably, cancellation will be notified in writing. If fees or expenses associated with the cancellation have not been agreed in advance, Powerlink shall pay the Supplier the fees or expenses reasonably incurred by the Supplier by reason of the cancellation, up to the date of cancellation in genuine anticipation of supplying the Goods and/or Services, capped at the total amount of the Charges; invoiced to Powerlink by the Supplier, acting reasonably as due and payable but unpaid. For the avoidance of doubt, Powerlink's total obligation to pay the Supplier fees or expenses will not exceed the amount of the Charges.

## 18. TERMINATION

- Powerlink may, acting reasonably, terminate the Agreement immediately by notice in writing to the Supplier if the Supplier:
  - fails to deliver the Goods and/or Services within any timeframe specified in the Purchase Order, Specification or other document otherwise attached to the Agreement (**Due Date**); or
  - fails to deliver the Goods and/or Services in accordance with the Specification.
- Either party may terminate the Agreement immediately by notice in writing to the other:
  - in the event of a material breach of the Agreement by the other party; or
  - if that other party becomes, threatens to become, or is in jeopardy of becoming, insolvent.
- If fees or expenses for termination events have not been agreed in advance, Powerlink must pay the Supplier the fees or expenses reasonably incurred by the Supplier by reason of the termination, up to the date of termination in genuine anticipation of supplying the Goods and/or Services, capped at the total amount of the Charges; invoiced to Powerlink by the Supplier, acting reasonably as due and payable but unpaid.
- The cap referred to in clauses 16 and 18(c) is an aggregate cap on Powerlink's total liability under clauses 16 and 18(c). For the avoidance of doubt, Powerlink's total obligation to pay the Supplier fees or expenses pursuant to clauses 16 and 18(c) will not exceed the amount of the Charges.
- Upon termination or expiry of the Agreement, the Supplier must provide all reasonable assistance necessary to enable the transfer of Powerlink's property and all related data, documentation and records to Powerlink or a third party nominated by Powerlink. Where the termination is as a result of Powerlink exercising its rights under clauses 18(a) or 18(b) the Supplier will comply with this clause 18(e) at no cost to Powerlink.

## 19. WORK HEALTH AND SAFETY AND ENVIRONMENT

- The Supplier must carry out and complete its obligations under the Agreement in accordance with the WHS Legislative Requirements and, where appropriate, consult with Powerlink in relation to how its obligations under the Agreement can be undertaken in a way that prevents or minimises all risks to health, safety, and the environment.
- The Supplier must comply with all lawful directions of Powerlink regarding any issue relating to work health and safety arising out of the provision of the Goods and/or Services, including but not limited to training requirements, the use of PPE and for testing equipment.
- The Supplier must take all necessary and reasonable precautions to effect and maintain the safety and health of all its Personnel providing the Goods and/or Services.
- The Supplier must comply with all applicable Australian and international laws, regulations and other relevant requirements relating to the transport, packaging, storage, handling, and use of the Goods and/or Products.
- The Supplier must report on its compliance with WHS Legislative Requirements, workers' compensation and applicable quality assurance

standards not less than 3 monthly or as mutually agreed between the Supplier and Powerlink.

- (f) In providing the Goods and/or Services, the Supplier must comply and ensure that each of its Personnel comply with all applicable laws relating to the licensing and operation of heavy vehicles, including Chain of Responsibility Laws and applicable State legislation.

## 20. INDEMNIFICATION AND LIABILITY

- (a) Each party (**Indemnifying Party**) agrees to indemnify the other party (**Indemnified Party**), its Personnel from and against all claims and Losses (including legal costs on a full indemnity basis) in respect of:
- (i) the death, bodily injury, disease or illness (including mental illness) of any person;
  - (ii) the Loss of or damage to the Indemnified Party's property or to the property of a third party;
  - (iii) any breach of a legislative requirement; or
  - (iv) any infringement or alleged infringement of any intellectual property right, arising out of or in relation to the performance of the Agreement by the Indemnifying Party,
- except to the extent that such claim or Loss arises out of any act or omission of the Indemnified Party or Personnel of the Indemnified Party (other than the Indemnifying Party or the Indemnifying Party's Personnel).
- (b) The Indemnified Party agrees to hold the indemnity contained in this clause 20 upon trust for its Personnel.
- (c) To the maximum extent permitted by Law, neither party will be liable for any Consequential Loss, and this exclusion of liability will apply whether the liability or claim is based on breach of contract, repudiation, tort (including negligence), under statute, in equity or otherwise.

## 21. IMPORT LICENSES

If it is necessary for the performance of the Agreement for Powerlink and/or the Supplier to hold or obtain any import license, consent, by-law exemption, or authority then either or both parties as appropriate must be obliged to apply for same. If such license, consent, by-law exemption, or authority is refused then the Agreement will be treated as being discharged and neither the Supplier nor Powerlink will be under any liability to the other.

## 22. FORCE MAJEURE EVENT

- (a) A party will not be in default or in breach of the terms of the Agreement, or will not otherwise be liable to the other party, for any delay or failure to perform arising from a Force Majeure Event.
- (b) In the event that either party is unable wholly or in part to perform its obligations under the Agreement as a result of the occurrence of a Force Majeure Event, such party must immediately give notice to the other of the details of such occurrence, and both parties must make arrangements and adjustments to the Agreement as necessary.
- (c) Unless otherwise agreed in writing, upon cessation of the Force Majeure Event affecting performance of the Agreement, both parties must as far as practicable complete performance of their respective obligations under the Agreement.

## 23. SUBCONTRACTING AND ASSIGNMENT

- (a) The Supplier must not assign, novate, subcontract or otherwise deal with any of its rights or obligations under the Agreement without the prior written consent of Powerlink (which will not be unreasonably withheld).
- (b) Powerlink's consent to the Supplier subcontracting any work to be performed pursuant to the Agreement will not relieve the Supplier of its obligations under the Agreement or at law.
- (c) Powerlink may not assign or novate any of its rights or obligations under the Agreement without the prior written consent of the Supplier (which consent must not be unreasonably withheld or delayed).

## 24. CONFIDENTIAL INFORMATION

- (a) Each party and its Personnel must not disclose the other party's information it acquires which is marked as, or is by its nature, confidential (**Confidential Information**) to the first party, except to the extent required by law or with the first party's written consent (which consent must not be unreasonably withheld or delayed). Powerlink may disclose Confidential Information for purposes of or incidental to management of procurement by Powerlink and its related bodies corporate (including by uploading copies of the Agreement to its contract management system), and to a Minister, their advisors or Parliament. The parties agree to keep confidential the existence and terms of the Agreement.
- (b) Upon request by a party, the other party must as soon as practicable deliver to that party, its Confidential Information other than one copy that the party is required by law or any professional standard obligations to retain or any copies on back-ups maintained by them.

## 25. MEDIA

The Supplier must not disclose any information concerning the Goods, Products and/or Services under the Agreement, through any communications media unless authorised in writing by Powerlink.

## 26. INTELLECTUAL PROPERTY RIGHTS

- (a) On payment by Powerlink of all fees due under the Agreement for the Services the intellectual property rights in or relating to the Services must vest in Powerlink and the Supplier consents to any modification, editing, reproduction or alteration of the Services by Powerlink.
- (b) The Supplier represents, warrants and agrees that its performance of the Agreement and the supply of the Goods and/or Services will not infringe the intellectual property rights and moral rights of any person.
- (c) All intellectual property rights in any material produced by a party under the Agreement will vest in Powerlink immediately upon creation. The Supplier

immediately assigns or transfers all intellectual property rights and ownership of such material to Powerlink.

- (d) The Supplier must pay all royalties and expenses, and be liable for all Loss, in respect of the use of patent rights, trade marks or other protected rights, for or in connection with any Goods and/or Services supplied under the Agreement and must indemnify Powerlink against all Loss arising there from.
- (e) Powerlink must indemnify the Supplier against Loss arising from infringement of patent rights, trademarks or other protected rights, where such infringement results from compliance, by the Supplier, with Powerlink's instructions in relation to designs prepared by Powerlink.

## 27. INSURANCE

- (a) The Supplier will, during the term of the Agreement, maintain the following insurances:
- (i) workers compensation insurance as required by law;
  - (ii) public and products (when supplying Goods and/or delivering Products) liability insurance written on an occurrence basis for not less than \$20 million for each and every occurrence for public liability claims and for any one occurrence and in the annual aggregate for products liability claims covering the liability of the Supplier and its personnel for loss of or damage to third party property and for bodily injury, illness or death of third parties in the course of performing the Services and including cover for sudden and accidental pollution;
  - (iii) motor vehicle insurance for any Supplier provided the vehicles are used in performing the Services, for not less than \$20 million for each and every occurrence covering the liability of the Supplier and its personnel for loss of or damage to third party property and for bodily injury, illness or death of third parties caused by the use of registered and unregistered plant and vehicles unless covered by insurance referred to in (iv) below;
  - (iv) compulsory third party motor vehicle insurance as required by law;
  - (v) when providing professional services, professional indemnity insurance with an annual aggregate limit not less than \$5 million covering the liability of the Supplier for breach of professional duty, including cover for unintentional breaches of third party intellectual property or competition laws; and
  - (vi) transit insurance (or other agreed mitigation) for all Goods and/or Products transited at the Supplier's risk as a part of the Services for their full replacement value, (together, the **Insurance Policies**).
- (b) On request by Powerlink, the Supplier will provide Powerlink with certificates of currency in respect of the Insurance Policies evidencing compliance with the insurance requirements of this clause.
- (c) The Supplier must maintain the professional indemnity insurance policy effected in compliance with this clause for a period of seven (7) years after the completion of the Services.
- (d) The Supplier must ensure that the Insurance Policies (other than statutory policies) are effected with insurers with a financial security rating of A- or better with Standard and Poors or the equivalent rating with another reputable ratings agency, and approved by Powerlink acting reasonably.
- (e) If the Supplier fails to effect or maintain any of the required Insurance Policies, Powerlink may effect and maintain an insurance policy and recover all costs and expenses incurred as a debt from the Supplier. The Supplier is not relieved of any liability under any other clause of the Agreement due to, or as a result of, the Supplier or Powerlink maintaining the Insurance Policies.

## 28. DISPUTE RESOLUTION

- (a) A party must not commence court proceedings (except proceedings seeking urgent interlocutory relief) in respect of any dispute in connection with the Agreement unless it has complied with this clause 28.
- (b) If a party considers that a dispute exists in connection with the Agreement, that party must give the other party written notice of the nature of the dispute and the facts surrounding and leading up to the dispute (including reference to any relevant terms and conditions) (**Dispute Notice**).
- (c) Within 10 Business Days after the service of the Dispute Notice, representatives of both parties must confer at least once in an attempt to resolve the dispute.
- (d) If the parties fail to resolve the dispute within 10 Business Days of the Dispute Notice, senior representatives of each party (who must have authority to settle the dispute) must meet within 10 Business Days and endeavour in good faith to resolve the dispute.
- (e) If the dispute has not been resolved within 10 Business Days of the meeting of the senior representatives of the parties under clause 28(d), if agreed by both parties, they may appoint a suitably qualified person to assist the parties in attempting to reach a mutually agreeable outcome in relation to the dispute.
- (f) Notwithstanding the existence of a dispute, the parties must continue to perform the Agreement.

## 29. QUEENSLAND GOVERNMENT PROCUREMENT POLICIES AND ETHICAL SUPPLIER REQUIREMENTS

- (a) Without limiting the Supplier's other obligations under the Agreement, the Supplier must ensure that when delivering the Goods and/or Services, it complies with:
- (i) the principles of the Queensland Procurement Policy;
  - (ii) the Ethical Supplier Threshold;
  - (iii) the Ethical Supplier Mandate; and
  - (iv) the Queensland Government Supplier Code of Conduct.
- (b) Without limiting any of Powerlink's rights under the Agreement or at law, the Supplier acknowledges that if the Supplier fails to comply with the Queensland Government policies referred to in this clause 29, Powerlink may refer matters of non-compliance to the QGP Compliance Branch who may publish information about any sanctions imposed on the Supplier.



- (c) The Supplier warrants that its personnel irrevocably consent to Powerlink and the QGP Compliance Branch collecting and obtaining information (including Personal Information) of the Supplier and its Personnel and sharing such information of for the purposes contemplated under this clause.

### 30. GENERAL

- (a) The Agreement will in all respects be governed by the laws of the State of Queensland, Australia and each party will submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with all matters concerning the Agreement.
- (b) Any variations required by Powerlink or the Supplier will be mutually agreed and will be the subject of a Purchase Order amendment issued by an authorised representative of Powerlink, unless provided for otherwise in this Agreement.
- (c) In the interpretation of the Agreement, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward the document or any part of it.
- (d) Each provision of this Agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- (e) The Agreement represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter. For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraud or fraudulent misrepresentation or any other representation which cannot be excluded by law.
- (f) Clauses 6(e), 18(e), 20, 21, 24 and this clause 30(d) survive the termination or expiration of the Agreement.
- (g) A reference to:
- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a party to the Agreement or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iii) anything (including a right, obligation or concept) includes each part of it;
  - (iv) a word which suggests one gender includes the other genders;
  - (v) "\$" or "dollars" is a reference to Australian currency;
  - (vi) a singular word includes the plural, and vice versa;
  - (vii) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning; and
  - (viii) if an example is given of anything (including a right, obligation or concept), such as by saying it 'includes' something else, the example does not limit the scope of that thing.
- (h) The Supplier must comply with Powerlink's Supplier Code of Conduct, a copy of which can be requested from Powerlink.

### 31. GOODS AND SERVICES TAX

- (a) If a Goods and Services tax or any similar tax (**GST**) is imposed on any supply made under the Agreement, the Supplier may, in addition to any amount or consideration expressed as payable elsewhere in the Agreement, subject to issuing a valid tax invoice, recover from Powerlink an additional amount on account of GST, such amount to be calculated by multiplying the amount or consideration payable by Powerlink for the supply by the prevailing GST rate. This clause must apply on the condition that such an amount has not already been included in the original amount or consideration.
- (b) If, after a GST is imposed it is determined on reasonable grounds that the amount of GST paid or payable on any supply made under the Agreement differs for any reason from the amount of GST recovered from Powerlink including by reason of:
- (i) an alteration in the GST law;
  - (ii) the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
  - (iii) the allowance to the Supplier of a refund of GST in respect of any supply made under the Agreement; or
  - (iv) a decision of the Administrative Appeals Tribunal (or its equivalent) or a court, the amount of GST recoverable from Powerlink must be adjusted accordingly.

### 32. POWERLINK PROPERTY LOANED TO THE SUPPLIER FOR THE SERVICES (IF APPLICABLE)

- (a) From time-to-time Powerlink may loan Powerlink property to the Supplier to use in undertaking the Services, and which must be returned to the Powerlink representative by the earlier of the date the Services are completed or the date the Supplier no longer requires the use of the Powerlink property to undertake the Services, unless otherwise agreed.
- (b) If Powerlink property is not returned within 7 days of the date stipulated in clause 32(a), the reasonable costs incurred by Powerlink to replace the Powerlink property will be a debt immediately due and payable by the Supplier to Powerlink. Costs due and payable under this clause may be deducted from any invoices submitted by the Supplier for the Goods and/or Services rendered.

### 33. TRUSTS

- (a) If the Supplier is a trustee of a trust (**Relevant Trust**), the Supplier warrants and represents to Powerlink that:
- (i) the Supplier is the only trustee of the Relevant Trust;
  - (ii) no action has been taken or has been proposed to remove the Supplier as trustee of the Relevant Trust;

- (iii) there is no subsisting breach of the Relevant Trust deed;
- (iv) the Supplier has the power and, to the extent necessary, is authorised to enter into the Agreement and any Purchase Order and to accept the obligations as trustee of the Relevant Trust;
- (v) there are and will at all times be sufficient assets in the Relevant Trust to meet or otherwise satisfy the Supplier's obligations arising from the Agreement and any Purchase Order; and
- (vi) the Supplier is indemnified out of the assets of the Relevant Trust.

### 34. AER RING-FENCING REQUIREMENTS

- (a) If the Supplier is providing Services that will enable or assist Powerlink to provide Prescribed Transmission Services (as defined under the National Electricity Rules), the Supplier or its Personnel must:
- (i) in performing those Services, comply with clauses 4.1, 4.2.1 and 4.3 of the AER Ring-fencing Guideline as if the Supplier was Powerlink for the purposes of the AER Ring-fencing Guideline; and
  - (ii) not engage in any conduct that, if engaged in by Powerlink, would be contrary to Powerlink's obligations under clause 4 of the AER Ring-fencing Guideline; and
  - (iii) promptly (within five (5) Business Days) notify Powerlink in writing of any:
    - A. complaint the Supplier receives in relation to any matter relevant to the AER Ring-fencing Guideline; or
    - B. suspected, potential or actual breach of the Supplier's obligations under this clause 34; and
  - (iv) provide Powerlink with any information Powerlink reasonably requires in relation to compliance with the AER Ring-fencing Guideline, including information necessary to allow Powerlink to respond to any request or directive it receives from the Australian Energy Regulator.
- (b) Notwithstanding any of the above, the Supplier must fully cooperate with Powerlink, and promptly comply with all reasonable directions given by Powerlink, in performing its obligations under the Agreement in a manner that is consistent with the AER Ring-fencing Guideline, including providing all information and data required by Powerlink to comply with its reporting obligations under the AER Ring-fencing Guideline.

### 35. DATA AND PRIVACY

- (a) The Supplier:
- (i) must comply, and must ensure that the Supplier's Personnel comply, with Privacy Legislation;
  - (ii) must not, and must ensure that the Supplier's personnel do not, do anything that would cause Powerlink to breach Privacy Legislation;
  - (iii) must not transfer Powerlink Personal Information outside of Australia without the consent of Powerlink (which consent must not be unreasonably withheld or delayed);
  - (iv) must comply with other reasonable privacy and security measures notified by Powerlink to the Supplier from time to time;
  - (v) must establish effective measures to safeguard Powerlink Personal Information from unauthorised access, modification, use, interference, loss or disclosure; and
  - (vi) must promptly notify Powerlink of any potential or actual breach of this clause 35.
- (b) If the Supplier suspects or has reasonable grounds to believe that a Data Breach has occurred, the Supplier must:
- (i) notify Powerlink without delay of the Data Breach;
  - (ii) take all reasonable steps to:
    - A. contain and remedy the Data Breach;
    - B. mitigate against the adverse effect and harm arising from the Data Breach; and
    - C. prevent a similar Data Breach in the future; and
  - (iii) provide Powerlink with all information and assistance it reasonably requests about the assessment of the Data Breach or Powerlink Personal Information affected by the Data Breach.
- (c) The Supplier must not disclose to any third party (including any authority) the existence or circumstances surrounding any Data Breach without Powerlink's prior written approval (which approval must not be unreasonably withheld or delayed).
- (d) The Supplier acknowledges that:
- (i) Powerlink Data is the property of Powerlink and that all Powerlink Data is the Confidential Information of Powerlink; and
  - (ii) the Supplier must ensure Powerlink Data is, to the extent practicable, identified as the property of Powerlink.

### 36. SECURITY OF CRITICAL INFRASTRUCTURE

- (a) For the purposes of this clause 36, Cyber Security Incident means one or more acts, events or circumstances involving the unauthorised access to or modification of computer data or a computer program; the unauthorised impairment of electronic communication to or from a computer; or the unauthorised impairment of the availability, reliability, security, or operation of a computer, computer data, or a computer program.
- (b) The Supplier must notify Powerlink as soon as reasonably practicable if the Supplier becomes aware or suspects that there will imminently be, is, or had been a Cyber Security Incident impacting Powerlink, the Supplier or suppliers (including subcontractors) to the Supplier, which affects (or is likely to affect) the deliverables, Powerlink Data or the Supplier's ability to perform its obligations under the contract including where:
- (i) Powerlink's services may be materially disrupted;
  - (ii) the availability, integrity or reliability of Powerlink's services is (or may be) impacted; or
  - (iii) confidentiality of information about Powerlink or the Powerlink Data or the IT systems processing that information, is compromised.
- (c) If clause 36(b) applies, the Supplier must:

- (i) provide Powerlink with full details of that Cyber Security Incident and keep Powerlink updated on its status and management;
- (ii) to the extent permitted by law, comply with all reasonable directions of Powerlink in relation to the management of the Cyber Security Incident; and
- (iii) unless required to do so by law (and with notification to Powerlink), not notify any third party of the Cyber Security Incident without Powerlink's prior written consent (which consent must not be unreasonably withheld or delayed).

## 37. ANTI-SLAVERY, ANTI-CORRUPTION AND TRADE AND ECONOMIC SANCTIONS

- (a) The Supplier warrants that, to the best of its knowledge:
  - (i) at the date of entering into the Agreement, neither the Supplier or its Personnel have been convicted of any offence or have been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, of or in connection with the matters governed by the Anti-Corruption Laws or Modern Slavery laws;
  - (ii) at the date of entering into the Agreement, the Supplier and its Personnel do not engage in any conduct or omission which contravenes the Anti-Corruption Laws or Modern Slavery laws; and
  - (iii) at the date of entering into the Agreement, and on every day during the term of the Agreement, neither the Supplier or its Personnel is a Sanctioned Person, and that it has complied with any Trade Control Laws applicable to its operations and the Services.
- (b) The Supplier must, in performing its obligations in connection with the Services, ensure that the Supplier and its Personnel:
  - (i) do not engage in any conduct or omission which would amount to an offence under the Anti-Corruptions Laws or Modern Slavery laws;
  - (ii) do not offer, promise, provide or accept a Bribe or any form of kickback or reciprocal agreement, including participation in cartels;
  - (iii) comply with any policies or procedures relating to Bribery and Modern Slavery that Powerlink may adopt from time to time;
  - (iv) have in place, and maintain at all times, adequate and reasonable policies, controls, procedures and training designed to prevent the Supplier's Personnel from engaging in any conduct that would contravene or otherwise give rise to an offence under any Anti-Corruption Laws;
  - (v) take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services;
  - (vi) keep accurate books and records in relation to performance of its obligations under this clause 37; and
  - (vii) promptly provide all information and records reasonably requested by Powerlink to assess the Supplier's compliance with this clause 37, and in Purchase Order for Powerlink to comply with any Trade Control Laws or reporting obligations under Modern Slavery laws.
- (c) The Supplier must immediately notify and provide full particulars to Powerlink upon becoming aware:
  - (i) of any breach of this clause 37;
  - (ii) of any possible, potential, suspected or actual Bribery or Modern Slavery within its operations and supply chains;
  - (iii) that the Supplier or any of its Personnel have been found guilty by a court of, or have admitted guilt or accepted liability in relation to an offence relating to Modern Slavery or under Anti-Corruption Laws; or
  - (iv) that the Supplier or any of its Personnel has become or is reasonably likely to become a Sanctioned Person or a Restricted Person, or has violated any Sanction or Trade Control Law.
- (d) If the Supplier gives notice under clause 37, Powerlink may request the Supplier to, at its own cost and in accordance with any directions or standards reasonably required by Powerlink prepare, document and implement a corrective plan to address the risk of Bribery or Modern Slavery, and undertake remediation actions to address any breaches, issues or failures in connection with this clause.
- (e) The Supplier must cooperate in good faith with Powerlink in investigating the circumstances relevant to any possible, potential, suspected or actual breaches of Anti-Corruption Laws or Modern Slavery laws.

## 38. CONFLICT OF INTEREST

- The Supplier warrants that, at the date of this Agreement, to the best of its knowledge:
- (a) there is no conflict of interest existing between the Supplier performing its obligations under the Agreement and the Supplier performing any other work for third parties; and
  - (b) it has advised Powerlink of any actual or potential conflicts of interest in relation to its obligations under the Agreement and properly completed all required probity declarations.

## 39. REFERENCE TO EXTERNAL DOCUMENTS AND REQUIREMENTS

- (a) For the purpose of this clause, **Document** includes a part of a document containing a policy, procedure, framework, regulation, standard, guideline, code or principle.
- (b) Where any Document is incorporated by reference into the Agreement and the Supplier must comply with it under another (or the same) clause of the Agreement, the Supplier must comply with:
  - (i) the version of the Document that is in force, provided to or otherwise made available to the Supplier at the time of or prior to entering into the Agreement; and
  - (ii) with any amended (including any updated, varied or replaced) version of the Document that may apply from time to time, as agreed in accordance with this clause 39.

- (c) Where a Document has been amended (including being updated, varied or replaced) during the term of the Agreement, Powerlink will notify the Supplier of the amendment, and the Supplier will be deemed to have agreed to the change unless it provides Powerlink with written notice within five (5) Business Days of receiving notice under this clause of the reasons why it will be unable to comply with the Document as amended.
- (d) This clause does not apply to any changes to governmental instruments (including statements, policies, frameworks and guidelines published by government departments or agencies) which must be complied with by the Supplier where required under the Agreement in their current form at all times.

## 40. SECURITY INTEREST AND PPS ACT (IF APPLICABLE)

- (a) If the Services provided by the Supplier include warehousing, the parties agree that all Products and all other goods delivered to the Supplier by or on behalf of Powerlink (**Secured Property**) and stored by or on behalf of the Supplier under the Agreement are held by the Supplier as bailee.
- (b) The Supplier acknowledges that:
  - (iv) under the Agreement, the Supplier grants a Security Interest in the Secured Property to Powerlink;
  - (v) the agreement constitutes a Security Agreement for the purposes of the PPS Act;
  - (vi) it must store the Secured Property separately from other products in a manner that enables the Secured Property to be readily identified;
  - (vii) it may only deal with the Secured Property in accordance with the Agreement;
  - (viii) it will do anything reasonably required by Powerlink to enable Powerlink to register its Security Interest on the Personal Property Securities Register established under the PPS Act, with the priority Powerlink requires, and to maintain the registration;
  - (ix) the Security Interest arising under the Agreement attaches to the Secured Property when the Supplier obtains possession of the Secured Property and the parties confirm that they have not agreed that any Security Interest arising under the Agreement attaches at any later time; and
  - (x) Powerlink may perfect its Security Interest by lodging a Financing Statement on the Personal Property Securities Register established under the PPS Act.
- (c) Powerlink does not need to give the Supplier any notice under the PPS Act unless the notice is required by the PPS Act and that requirement cannot be excluded.
- (d) The parties agree that neither party will disclose to an "interested person" (as defined in section 275(9) of the PPS Act) or any other person, any information of the kind described in section 275(1) of the PPS Act. The Supplier will not authorise the disclosure of any information of the kind described in section 275(1) of the PPS Act.

## 41. DEFINED KEY TERMS

**Agreement** has the meaning given in clause 3.

**AER Ring-fencing Guideline** means the 'AER Ring-fencing Guideline - Electricity Transmission', made by the Australian Energy Regulator in accordance with clause 6A.21.2 of the National Electricity Rules dated March 2023 as amended from time to time.

**Anti-Corruption Laws** means Chapter 4, Division 70 of the Australian Criminal Code Act 1995 (Cth), the Bribery Act 2010 (UK), the Foreign Corrupt Practices Act of 1977 (USA) and any other applicable law, rule, regulation or other legally binding measure relating to the prevention of bribery, corruption, fraud or similar or related activities such as money laundering of all jurisdictions in which Powerlink or the Supplier are registered or conduct business or in which activities relevant to this Agreement are to be performed.

**Bribe** means any conduct that will contravene the Anti-Corruption Laws including giving or offering to, or receiving or requesting from, Powerlink or its Personnel, whether directly or indirectly, undisclosed payment or acceptance of any commission, fee, amount or rebate, or a gift or entertainment, business arrangement or other benefit.

**Business Day** means a calendar day ending at 5.00pm, other than:

- (a) a Saturday or Sunday;
- (b) a public holiday, special holiday or bank holiday in the place at which the Services are being carried out; and
- (c) any day occurring within any of the following periods:
  - (i) 22 to 24 December; and
  - (ii) 27 to 31 December; and
  - (iii) 2 to 10 January.

**Chain of Responsibility Laws** means national reform and model legislation relating to fatigue management for heavy vehicle drivers, including mass, dimension and load restraint compliance requirements generally referred to as 'Chain of Responsibility' as adopted in legislation in each State and Territory of Australia.

**Charges** means the total amount the Supplier is entitled to charge for the Goods and/or Services supplied under this Agreement.

**Confidential Information** has the meaning given in clause 24.

**Core Work** means "core work" as defined in clause 8.2.6 of the WAPA, as well as above ground tower assembly and erection work.

**Consequential Loss** means loss of profit, loss of revenue, loss of goodwill or reputation and any other loss, not arising naturally from the relevant breach.

**Creditor** has the meaning given in clause 6.

**Data Breach** has the meaning given in any applicable Privacy Legislation as it relates to Powerlink Personal Information.

**Debtor** has the meaning given in clause 6.

**Dispute Notice** has the meaning to clause 28(b).

**Due Date** has the meaning given in clause 18(a)(i).

**Ethical Supplier Mandate** means the Queensland Government policy titled "Ethical Supplier Mandate 2024". The current document, as at the date of this Agreement, is available at:

[https://www.forgov.qld.gov.au/\\_data/assets/pdf\\_file/0040/457969/ethical-supplier-mandate-2024.pdf](https://www.forgov.qld.gov.au/_data/assets/pdf_file/0040/457969/ethical-supplier-mandate-2024.pdf).

**Ethical Supplier Threshold** means the Queensland Government policy as set out in clause 19 of the Queensland Procurement Policy.

**Force Majeure Event** means an event:

- (a) which is outside the reasonable control of the party claiming that the event has occurred; and
- (b) the adverse effects of which could not have been prevented or mitigated against by that party by reasonable diligence or reasonable precautionary measures,

and includes perils of the sea, strikes, lockouts, Act of God, war or warlike measures whether threatened, declared or anticipated, or the outbreak of hostilities between nations or countries, trade sanctions or Government directives, explosions, embargoes, fire, flood, drought, riot, sabotage or accident.

**Goods** means the Goods provided under this Agreement.

**GST** has the meaning given in clause 31.

**Indemnified Party** has the meaning given in clause 20.

**Indemnifying Party** has the meaning given in clause 20.

**Insurance Policies** has the meaning given in clause 27.

**Loss** means damage, loss, cost, claim, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Modern Slavery** means:

- (a) 'modern slavery' as defined under the *Modern Slavery Act 2018* (Cth), *Modern Slavery Act 2015* (UK) or any other similar legislation that requires entities to report in relation to the modern slavery or human rights risk of their entity and/or their response to that risk; and
- (b) any situations where coercion, threats or deception are used to exploit victims and undermine their freedom, including trafficking in persons, slavery, servitude, forced marriage, forced labour, debt bondage, deceptive recruiting for labour or services, and illegal forms of child labour, and any other analogous conduct or practices.

**Personal Information** has the meaning as defined in any applicable Privacy Legislation.

**Personnel** means officers, employees, agents, contractors and consultants engaged by a party (but does not include the other party) and, in the case of the Supplier, includes its subcontractors and any officers, employee and agents of those subcontractors.

**Powerlink Data** means any information, material, data, dataset, or database provided by or on behalf of Powerlink to the Supplier (or produced or derived from same) for use, processing, storing, or hosting by the Supplier in the provision of the Services.

**PPS Act** means the Personal Property Securities Act 2009 (Cth).

**Privacy Legislation** means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any codes, guidelines, directives or orders made, issued, published or approved under any relevant law or by a regulator.

**Products** means any consumables, goods and other products that are owned by Powerlink and are to be the subject of this Agreement.

**Purchase Order** means the order placed by Powerlink for the Goods and/or Services the subject of this Agreement.

**QGP Compliance Branch** means the QGP Compliance Branch within the Procurement Division of the Department of Energy and Climate or any government body that replaces the QGP Compliance Branch from time to time;

**Queensland Government Supplier Code of Conduct** means the document of that name issued by the Queensland Government. The current document, as at the date of this Agreement, is available at:

<http://www.hpw.qld.gov.au/SiteCollectionDocuments/ProcurementSupplierCodeOfConduct.pdf>.

**Queensland Procurement Policy** means the "Queensland Procurement Policy 2023", which as at the date of this Agreement is the current Queensland Government policy for procurement of goods and services by Queensland Government departments and Queensland Government owned entities available at: QLD Procurement Policy 2023 ([forgov.qld.gov.au](https://www.forgov.qld.gov.au)).

**Rejection Notice** has the meaning given in clause 12(b).

**Relevant Trust** has the meaning given in clause 33(a).

**Restricted Person** means any individual, legal person, entity or organisation that is listed, or 50% or more (directly or indirectly) owned or controlled by (if control is used under the relevant Trade Control Law) any party listed, on a Sanctions List.

**Sanction** means any specially designated nationals or blocked persons lists and or any replacements lists that relate to the enforcement of economic and trade sanctions which are maintained, amended and imposed by any Sanction Authority.

**Sanction Authority** means the United Nations, the European Union, Her Majesty's Treasury in the United Kingdom, the United States Department of Treasury's Office of Foreign Assets Control, the Commonwealth of Australia, Switzerland, South Africa, Canada or any replacement or other regulatory body enforcing economic and trade sanctions legislation in such countries or by any state, supranational or international government organization.

**Sanctions List** means any of the lists of designated sanctions targets whose assets are frozen and maintained by Sanction Authority (each such list as amended, supplemented or substituted from time to time).

**Sanctioned Person** means any person, being an individual, corporation, company, association, government or other entity who:

- (a) is the subject or target of a Sanction or in respect of which a Sanction has been imposed or targeted; or
- (b) is owned, operated or controlled by any person who is the subject or target of a Sanction or in respect of which a Sanction has been imposed or is targeted.

**Secured Property** has the meaning given in clause 40(a).

**Security Agreement** means a security agreement within the meaning of the PPS Act.

**Security Interest** means a security interest within the meaning of the PPS Act.

**Services** means the Services provided under this Agreement.

**Specification** means the specifications as set out in the Purchase Order or quote/tender documentation issued by the Supplier, including the warranties set out in clause 11, or as otherwise agreed between the parties in writing.

**Term** has the meaning given in clause 4.

**Trade Control Law** means Laws concerning trade or economic sanctions, embargoes, or other similar restrictive measures enacted administered, implemented and/or enforced from time to time by any Sanction Authority.

**WAPA** means the Working at Powerlink 2024 Union Collective Agreement.

**Warehouses** means the premises where Products are stored, as agreed in writing by the parties.

**WHS Legislative Requirements** means any law regulating or otherwise relating to health and safety (including, without limitation, all work health and safety, electrical safety, public health, dangerous Goods, fire building, aviation, marine, road, rail, heavy vehicle, radiation and food safety legislation) and, associated regulations, together with any directions or notices issued by any authority, or any code of practice or compliance code or Australian or International Standard appropriate or relevant to the Goods and/or Services.