

The supplier/ subcontractor by its acceptance of the Purchase Order or part performance of the Purchase Order is deemed to have accepted all Snagfu Pty Ltd terms and conditions in full .

Sub Contractor Terms and Conditions

1. The conditions listed here forms part of the subcontract. The subcontractor accepts all conditions listed in this document by signing and dating at the bottom. In the absence of a formal subcontract agreement between Snagfu Pty Ltd and the subcontractor, information provided in the way of purchase order/s, drawings, scope of works, and any other relevant information, including this document, shall form the subcontract.
 2. Subcontractor documents supplied for the contract remain the property of the main contractor and/or the client. Any information, documents or records sighted by, or provided by, the subcontractor remain confidential for the period of the contract and thereafter. Snagfu Pty Ltd is not bound to check subcontractor documents for errors, omissions or compliance with the subcontract. Snagfu Pty Ltd shall determine the suitability of subcontractor supplied documents; any issues with supplied documents will be raised with the subcontractor. Minimum documents required to be submitted are those identified on the subcontractor checklist provided by Snagfu Pty Ltd.
 3. No work is to be assigned (to secondary subcontractors) by the subcontractor unless written permission is sought and approved by Snagfu Pty Ltd. In assigning work after approval from DCE Electrical/Leopard Controls, the subcontractor will remain liable for all work, acts and omissions, undertaken under the subcontract by them and any secondary subcontractor. Snagfu Pty Ltd retains the right to include or exclude secondary subcontractors from any subcontract. Prior arrangement between the subcontractor and secondary subcontractor, prior to the current subcontract, will require approval by Snagfu Pty Ltd in any new subcontract.
 4. The subcontractor is liable for all acts and omissions for the work performed by the subcontractor under the subcontract. The subcontractor will be liable for all warranty periods, repairs , loss or damage to Snagfu Pty Ltd/Client property and other requirements as would reasonably be expected in respect to the work performed by the subcontractor, or any follow up for that work. The Subcontractor shall not be responsible for loss or damage (including theft or fire) to the Works (fixed or unfixed).
- The Subcontractor must provide Snagfu Pty Ltd with all documents, evidence and assistance to identify person(s) responsible for the loss or damage caused to the Works, if known by the Subcontractor.
5. Payments for work done are provided as per formal agreements within the subcontract, or otherwise on the nominated number of days from end-of-month, from the date of receipt of a formal Tax Invoice, as indicated in the 'Terms', above. Other arrangements outside of these terms must be negotiated and recorded within the subcontract/Purchase Order Terms.
 6. The timeframes for work to be completed shall form part of the subcontract, with any changes or extensions to be negotiated and agreed to by Snagfu Pty Ltd. Any changes or extensions in completion times due to conditions or situations outside the control of the subcontractor may be accepted by Snagfu Pty Ltd based on individual circumstances. Change of completion date is not considered a variation to the Purchase Order, unless the Snagfu Pty Ltd agrees to such extensions in writing. The subcontractor remains liable for all costs for

extensions of time for the subcontracted work which has not been agreed to by Snagfu Pty Ltd. Snagfu Pty Ltd is not liable for damage or loss due to any extension of time caused by force majeure (without limitations includes strikes, lock-outs, slowdowns, fire, riot, tempest, war, embargo, governmental act, regulation or request, accident, delay in transportation), inclement weather and other events beyond the reasonable control of Snagfu Pty Ltd. No prolongation claim is to be issued to Snagfu Pty Ltd.

Where the qualifying cause of delays are beyond the control of the Subcontractor, they may be entitled for the following qualifying cause of delays:

- (i) An act, error or omission of Snagfu Pty Ltd, or any of their employees, agents, consultants or other contractors;
- (ii) A variation;
- (iii) Latent Condition;
- (iv) Suspension of the Works (not caused by the Subcontractor); and
- (v) Failure of Snagfu Pty Ltd or the Principal or their representatives, consultants, agents or other contractors (not being employed by the Subcontractor) to provide sufficient access to the site.

Latent conditions are physical conditions on the Site, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by a competent Subcontractor at the time of the Subcontractor's tender if the Subcontractor had inspected:

- (a) all written information made available by Snagfu Pty Ltd to the Subcontractor for the purpose of tendering;
- (b) all information influencing the risk allocation in the Subcontractor's tender and reasonably obtainable by the making of reasonable enquiries; and
- (c) the Site and its near surrounds.

Only variations agreed to in writing by both Snagfu Pty Ltd and the Client will be accepted. In the event of a delay to the agreed completion date for which the subcontractor is solely responsible, the subcontractor may be required to pay Liquidated Damages to Snagfu Pty Ltd and/or the Client at a rate of a quarter of a percent (0.25%) per day of delay, subject to a maximum of ten percent (10%) of the Initial Contract Price, initiated at Snagfu Pty Ltd and/or the Client's discretion.

7. The Subcontractor shall indemnify Snagfu Pty Ltd in respect of any claims, demands, damages, proceedings, costs, charges and other expenses caused by, arising out of or in any way connected with any special, consequential, direct or indirect loss, damage, harm or injury suffered by any person arising out of this contract pursuant to it.

7A. Limitation of Liability

(a) A party is not liable for any loss suffered or incurred by the other party in connection with this agreement that does not arise naturally (that is, according to the usual course of things) from the event giving rise to the loss (Consequential Loss). For the purpose of this agreement, the following are not Consequential Loss:

- i. costs of assessing, remedying, responding to or mitigating a defect or a breach of this agreement (including the costs of replacing, repairing or recreating any materials or other assets that have been lost, destroyed or damaged as a consequence of the breach);
- ii. holding costs resulting from a breach of this agreement;
- iii. costs of notifying, communicating or compensating customers or other third parties affected by a breach of this agreement;
- iv. third party claims resulting from a breach of this agreement;
- v. fines or penalties resulting from any breach of Law as a result of a breach of this agreement;
- vi. costs of any corrective action undertaken by a party further to a regulatory action or notice to comply as a result of a breach of this agreement; or
- vii. time and related expenses and overhead (including travel, lodging, wages) for Personnel who are working on corrective actions as a result of a breach of this agreement.

(b) Except to the extent of the exclusions to the limit of liability as set out in this clause 7A(c), notwithstanding any other provision of this Subcontract, to the extent permitted at law, the maximum aggregate liability of the Subcontractor for any matter or thing in connection with the subject matter of this Subcontract shall be limited to 150% of the total Subcontract Price.

(c) The limit of liability as set out in this clause 7A does not apply:

i. to the extent that it:

A. cannot be limited at law;

B. excludes, restricts or modifies any rights or remedies provided under the Australian Consumer Law which cannot be excluded, restricted or modified; or

C. arises out of or in connection with the Subcontractor's wilful default, fraud or criminal conduct.

ii. to the extent that payments are received pursuant to Insurance required to be in place pursuant to the terms of the Subcontract, or which would have been received but for an act or omission of the Subcontractor or a breach of the Subcontract, including a failure by the Subcontractor to fulfil its insurance obligations under the Subcontract or the insurance policies;

iii. for personal injury (including death) or illness of any person, (except in the event of insurance proceeds under clause 7A(d)(ii) being paid);

iv. any intellectual property infringement on the part of the Subcontractor; or

v. any breach of any confidentiality provision in the Subcontract by the Subcontractor.

8. All statutory requirements for the location of work and those which apply in any other circumstances shall be observed during the entire subcontract period. Statutory requirements include, but are not limited to: Commonwealth, state and local acts and regulations, bylaws, orders and proclamations. It is the responsibility of the subcontractor to identify and comply with the applicable statutory requirements that apply to them and the works they are undertaking. Costs of complying with statutory requirements shall borne by the subcontractor.

9. Subcontractors shall take all practicable steps to protect people and property from damage, not interfere with the passage of people or vehicles, and prevent nuisance a unreasonable noise and other unwanted impacts on the works, or nearby public or environment. The subcontractor shall prevent damage to the worksite, roads, surrounds and environment while undertaking the subcontract.

10. The subcontractor, Snagfu Pty Ltd and client shall identify representatives in order that the subcontract may be determined, agreed upon and actioned. Any change of representatives shall be made know to the other parties as soon as is practicable.

11. The subcontractor shall provide or otherwise supply everything necessary for the performance of the subcontract: including materials, labour and plant, personal protective equipment for employees, inductions and training, and other thing identified within the subcontract in order that it is discharged appropriately. Items not stated in any subcontract, but otherwise required for its proper discharge, shall be considered to be included in the subcontract. Materials and products directly impacting on the quality of the works are to be identified and accepted by Snagfu Pty Ltd or the client as part of the subcontract.

12. Auditing and inspections shall be undertaken on the subcontractors' management systems as required by the subcontract, or otherwise as deemed necessary for the safe and effective completion of the works by Snagfu Pty Ltd and/or the client. Auditing and inspection may include the aspects of materials and products incorporated into the final product and services in the subcontract, to ensure the quality of such items is maintained to the required standard. Auditing and inspection may also include aspects of occupational health safety and environmental requirements as required by statutory, Snagfu Pty Ltd and/or client requirements.

13. Commencement of the works under the subcontract must not begin until this agreement and the subcontract (if provided) are signed and dated by the subcontractor, Snagfu Pty Ltd and client as appropriate. Substantial completion of the works under the subcontract is the point where release of payment may continue to the subcontractor, based on the requirements for testing, inspection, documents and records and any other requirements for the subcontract being provided to Snagfu Pty Ltd and/or the client. Evidence of works completion may require verification by Snagfu Pty Ltd and/or the client in order that funds can be released, based on the requirements of the subcontract, or as based on reasonable Snagfu Pty Ltd expectation by all parties.

14. Defects liability period for all works completed under the subcontract will commence on the date agreed as the date of substantial completion. Any defects or omissions the work under the subcontract shall be completed as soon as is practicable after the substantial completion date. Any work not completed for the purposes of liability under subcontract, shall remain outstanding until such time as the works are completed. The subcontractor retains all liability for unfinished works defects or omissions, including costs associated with those outstanding items. Snagfu Pty Ltd and/or the client shall provide details of any works requiring defect or omission rectification in writing within 14 days from the substantial completion date. Works not completed to the satisfaction of Snagfu Pty Ltd or the client for the purposes of rectifying defects or omissions shall be rectified by Snagfu Pty Ltd at subcontractors' expense, without any prejudice to any other rights Snagfu Pty Ltd and/or the client may have in respect to the subcontract.

15. Termination of subcontract arrangements may be instigated where the subcontractor, for any reason, is unable to complete the works to the required standard and with the required time as indicated within the subcontract or otherwise as would be reasonably expected by all parties. Snagfu Pty Ltd retains the right to terminate the subcontract where there is evidence of default by the subcontractor within the terms of the subcontract, including but not limited to: statutory breaches, failing to deliver product or services on or in the quality or quantity required, insolvency of the subcontractor, frustration, failing to produce evidence required – such as insurance details, failure to follow systems work agreed to (quality, safety, environmental, human resources, risk management and other systems of work), or otherwise provided by Snagfu Pty Ltd or the client. 15A If this Subcontract is terminated under clause 15 for any reason, the Subcontractor may make a payment claim for the actual costs incurred (including demobilisation). Nothing in this case 15A affects Snagfu Pty Ltd rights to off-set any monies that may be owed to the Subcontractor from any monies that the Subcontractor is liable to pay Snagfu Pty Ltd. For the avoidance of doubt, Snagfu Pty Ltd is only permitted to set-off amounts that may be payable from the subcontractor to Snagfu Pty Ltd under this subcontract.

16. Disputes between parties must be made in writing to the representatives identified from section 9 as soon as is practicable, indicating the specific nature of the dispute. Subcontract remains in force, and the subcontractor shall continue with the works, while any dispute is being negotiated. Any dispute not being resolved between the parties within the subcontract may be resolved through arbitrated or litigation.

17. INTELLECTUAL PROPERTY

17.1 The Subcontractor will:

(a) immediately inform the Snagfu Pty Ltd of any matter which may come to its notice during the operation of this agreement which may be of interest or importance or use to the Snagfu Pty Ltd; and

(b) immediately communicate to the Snagfu Pty Ltd any proposals or suggestions occurring to it during the operation of this agreement which may be of service for the business of the Snagfu Pty Ltd.

17.2 Any discovery, design, invention, idea, concept, technique, secret process or improvement in procedure conceived, made, developed or discovered by the subcontractor in the course providing services under this agreement (whether alone or with any other person) which is capable of being used or adapted for use in connection with the activities of the Snagfu Pty Ltd (“the Inventions”) must immediately be disclosed to the Snagfu Pty Ltd, whether or not the Inventions are capable of being protected by copyright, letters patent, registered design or other protection.

17.3 All Inventions will be part of the Confidential Information, and the Subcontractor assigns or, to the extent necessary, will assign its entire right, title and interest in and to the Inventions (and any intellectual property protection obtained in respect of the Inventions) to Snagfu Pty Ltd.

17.4 The Subcontractor will at the expense of Snagfu Pty Ltd, provide all documents and do and execute all such further acts, matters and things as may be necessary or reasonable to:

(a) register or otherwise protect the Inventions; and

(b) perfect the assignment required by this clause.

17.5 Whenever required to do so, and at the expense of Snagfu Pty Ltd, the subcontractor will apply or join in applying for letters patent or any other intellectual property protection reasonably determined by Snagfu Pty Ltd in Australia or in any other part of the world for any Invention conceived, made, developed or discovered by the subcontractor in the course of providing services under this agreement. The subcontractor will execute all instruments and do all things necessary to apply for such protection and to assign the benefit of that protection to Snagfu Pty Ltd or its nominee.

17.6 The subcontractor must ensure that the secondary subcontractors observe and agree to a clause on similar terms in respect of any discovery, design, invention, idea, concept, technique, secret process or improvement in procedure conceived, made, developed or discovered by them in the course of providing services to Snagfu Pty Ltd on behalf of the subcontractor.

18. Snagfu Pty Ltd has a zero tolerance approach to all forms of modern slavery within its business, including the supply chain, and therefore will comply with the requirements of the Modern Slavery Act 2018 . The supplier warrants that :

18.1 It investigates the risk of modern slavery within its operations and those of its supply chain, specifically prohibiting all types of slavery and servitude, the use of forced, compulsory or trafficked labor and the use of child labor.

18.2 It has all the process, procedures , investigations and compliance systems in place for compliance to the Modern Slavery Act 2018

18.3 It will include a clause similar to this clause in all contracts it enters into with its suppliers

Snagfu Pty Ltd reserves the right to terminate this Agreement in the event of any identified instances of Modern Slavery that the supplier does not remedy, or provide an acceptable plan to remedy within the timeframe specified, or at any other time.

Supplier Terms and Conditions

1. THE ENGAGEMENT

1.1. SNAGFU Pty Ltd has engaged the Supplier to supply the goods and the Supplier has agreed to supply the Goods to Snagfu Pty Ltd.

1.2. The Supplier represents to SNAGFU Pty Ltd that the Supplier has the appropriate level of skill, knowledge, experience and expertise in providing the Goods and will provide the Goods to a reasonable standard consistent with relevant codes of practice & legislation.

1.3. The parties acknowledge that the engagement of the Supplier is on a non-exclusive basis and nothing in this order in any way prevents SNAGFU Pty Ltd from appointing any other supplier, person or entity to provide any goods similar to the Goods.

2. PRICES & PAYMENT

2.1. SNAGFU Pty Ltd has agreed to pay the Supplier the Sum for the Goods on the terms and in the method set out in this order. The Sum includes GST and is the full amount which SNAGFU Pty Ltd must pay for the Goods. The Supplier must issue a Tax Invoice for the Goods supplied. SNAGFU Pty Ltd will pay for the Goods as per the purchase order.

2.2. If for whatever reason SNAGFU Pty Ltd does not pay for any Goods when payment becomes due the Supplier may, without being in breach of this Order, suspend supply of the Goods until all outstanding payments have been made. If SNAGFU Pty Ltd fails to make such payment within 40 days of any request for payment, then the Supplier may terminate this Order by giving notice in writing to SNAGFU Pty Ltd to that effect.

2.3. The Supplier must add and separately identify all GST on each Tax Invoice.

3. QUALITY OF GOODS

3.1. The Goods must be of merchantable quality, be supplied as described and be manufactured to the quality required consistent with the intended use.

3.2. The Goods must comply with all relevant quality and safety standards, codes of practice and applicable legislation.

3.3. The Supplier is responsible for the structural design of the goods. This design shall then be made available to both parties and shall form the basis for quality control of manufactured goods.

4. ORDERING, DELIVERY AND PACKAGING

4.1. The Supplier's pricing for the Goods includes delivery to SNAGFU Pty Ltd's nominated delivery address.

4.2. Unless otherwise agreed in writing the Goods must be delivered to SNAGFU Pty Ltd within the specified time frame, or by the requested Delivery Date.

4.3. The Goods must be packaged in such a manner as to allow the Goods to be transported to the Customer, or as the Customer may direct, and not be damaged in the usual or normal course of such transportation.

4.4. SNAGFU Pty Ltd may require any particular packaging of the Goods provided that if this is different from the manner in which the Supplier usually packages those Goods, all such additional costs will be borne by SNAGFU Pty Ltd.

5. BREACH BY SUPPLIER

5.1. If the Supplier breaches any of its usual obligations under this Order and fails to remedy that breach promptly and in any event within 7 days of being requested in writing by SNAGFU Pty Ltd to remedy the breach, then SNAGFU Pty Ltd may by written notice to the Supplier terminate this Order.

5.2. Upon termination of the Order, SNAGFU Pty Ltd is only obliged to pay the Supplier for the Goods actually supplied to SNAGFU Pty Ltd, or return the Goods to the Supplier for a full credit of the Sum of the Goods. The Supplier will be liable for all SNAGFU Pty Ltd.'s labour and transportation costs related to the return of Goods.

6. WARRANTY

The Supplier warrants that all the Goods will be manufactured in accordance with the structural design, comply with Australian Standards, relevant codes of practice & legislation and will be of merchantable quality and suitable for use by SNAGFU Pty Ltd for their intended purpose. If, for whatever reason, the Goods do not reasonably conform with this requirement, the Supplier will, at no cost to SNAGFU Pty Ltd take action to ensure the Goods conform to the requirements. This warranty does not apply if SNAGFU Pty Ltd incorrectly uses the Goods.

7. All statutory requirements for the goods and those which apply in any other circumstances shall be observed during the entire contract period. Statutory requirements include, but are not limited to: Commonwealth, state and local acts and regulations, bylaws, orders and proclamations. It is the responsibility of the supplier to identify and comply with the applicable statutory requirements that apply to them and the works they are undertaking. Costs of complying with statutory requirements shall be borne by the supplier.

8. Snagfu Pty Ltd has a zero tolerance approach to all forms of modern slavery within its business, including the supply chain, and therefore will comply with the requirements of the Modern Slavery Act 2018 . The supplier warrants that :

8.1 It investigates the risk of modern slavery within its operations and those of its supply chain, specifically prohibiting all types of slavery and servitude, the use of forced, compulsory or trafficked labor and the use of child labor.

8.2 It has all the process, procedures , investigations and compliance systems in place for compliance to the Modern Slavery Act 2018

8.3 It will include a clause similar to this clause in all contracts it enters into with its suppliers

Snagfu Pty Ltd reserves the right to terminate this Agreement in the event of any identified instances of Modern Slavery that the supplier does not remedy, or provide an acceptable plan to remedy within the timeframe specified, or at any other time.