

TERMS AND CONDITIONS – SUPPLIER (NEW ZEALAND)

1. PERFORMANCE AND PAYMENT

- a) The Supplier must design, manufacture, supply, deliver, and/or commission the Supply Works pursuant to the requirements of the Purchase Order.
- b) The Purchaser shall accept the Supply Works and pay the Supplier the Purchase Order Sum in accordance with the Terms and Conditions, adjusted by any additions or deductions made pursuant to the Purchase Order.

2. DESIGN RESPONSIBILITY

- a) The Supplier must develop a design for the Supply Works in accordance with the specifications set out in Purchase Order.
- b) The Supplier must liaise with the Purchaser to clarify and refine the design to ensure it complies with the Purchaser's requirements.
- c) The Supplier must provide a copy of the Workshop Design Documents to the Purchaser and obtain the Purchaser's approval for those documents, prior to commencing manufacture.

3. COMPLIANCE WITH LAW

- a) The Supplier must:
 - (i) carry out and complete the supply of the Supply Works and complete the Supply Works under the Purchase Order in accordance with all Legislative Requirements including any relevant New Zealand Standards applicable to the Supply Works;
 - (ii) give all notices and pay all fees and other amounts which it is required to pay in respect of the performance of its obligations;
 - (iii) obtain and pay for all necessary Approvals, licences, permits and authorisations required for the performance of the Supply Works; and
 - (iv) fully comply with all relevant laws in relation to its personnel including the payment of any amounts which may be payable under or in relation to any relevant tax, workers' compensation legislation, laws in relation to superannuation obligations and industrial relations legislation including industrial awards and agreements relating to its personnel; and
 - (v) comply with all reasonable requests from the Purchaser for verification of compliance with clauses 3(a)(i) to 3(a)(iv) above.

4. GOVERNMENT CODES

- a) The Government Codes apply to the Supply Works unless the Purchaser gives written notice otherwise.
- b) The Supplier must comply with the Government Codes to the extent that they are relevant to the Supply Works. Such compliance does not otherwise change the Supplier's obligation to perform the Supply Works in accordance with the requirements of the Purchase Order.
- c) If there is any conflict between the requirements of the Government Codes that apply to the Supply Works and the Supplier's other obligations under the Purchase Order, the Supplier must immediately give the Purchaser notice in writing of the relevant details.

5. WORK HEALTH SAFETY AND THE ENVIRONMENT

- a) The Supplier must comply with all WHS Legislation, related Law and any Purchaser work, health, safety and environmental requirements and policies for the Project Works (as amended from time to time).
- b) The Supplier has a duty to consult, cooperate and coordinate, so far as is reasonably practicable, with other duty holders in relation to the Supply Works and the Site and must ensure that the Supply Works do not affect work, health, safety and environmental obligations required of the Purchaser or on the Site.
- c) When directed by the Purchaser, the Supplier must provide reasonable evidence of such compliance with this clause.
- d) The Supplier must immediately rectify any unsafe condition, act or omission in relation to the Supply Works and give the Purchaser written notice and adequate details of any such event and as required under any WHS Legislation.
- e) Where the Purchaser becomes aware of any unsafe condition, act or omission it may give written notice to the Supplier to immediately (and not more than one (1) day after issue of the notice by the Purchaser) remedy and rectify that unsafe condition, act or omission.
- f) Should the Supplier fail to remedy or rectify an unsafe condition, act or omission within the time provided in any Purchaser's notice under clause 5(e) and/or to the satisfaction of the Purchaser, the Purchaser may at its sole and absolute discretion and without liability:
 - (i) suspend the performance of the Supply Works and the Purchaser will correct the unsafe condition (and the costs incurred by the Purchaser shall be a debt due and owing to the Purchaser by the Supplier);
 - (ii) immediately and without notice, terminate the Purchase Order.

6. DELIVERY

- a) The Supplier shall Deliver the Supply Works to the Site by the Delivery Date.
- b) The Supplier must ensure that the Supply Works, and any part thereof, is:
 - (i) appropriately packaged so as to prevent damage during transit, handling, loading, unloading, erection and storage;
 - (ii) clearly identified on the packaging and by marked tag on the part of the Supply Works itself; and
 - (iii) delivered with due care, diligence and skill that could be reasonably expected of such a Supplier.
- c) Should the Purchaser delay the Delivery Date, the Supplier will store the Supply Works for a nominated period of up to four (4) weeks at the Supplier's expense.

7. EXTENSION OF TIME

- a) The Supplier, upon becoming aware of an event which may cause delay to supply or delivery of the Supply Works by the Delivery Date, shall promptly give the Purchaser written notice of that cause and the estimated delay.
- b) The Supplier will be entitled to make a written claim for an extension of time (EOT) if the Supplier is, or will be, delayed in

supplying the Supply Works to the Site by the Delivery Date by a Qualifying Cause of Delay. That claim must be given to the Purchaser within five (5) Business Days of the occurrence of the delay.

- c) After receiving the Supplier's claim for an EOT, the Purchaser will give the Supplier a written notice assessing the EOT claim. The supplier shall not be entitled to any additional Purchase Order Sum associated with the granting of an EOT.
- d) Any EOT directed by the Purchaser shall not entitle the Supplier to any additional Purchase Order Sum.
- e) If the Supplier does not comply strictly with the requirements of this clause 7 it will not be entitled to make a claim, nor be granted an EOT.

8. QUALITY

- a) The Supply Works must conform precisely to the quality, quantity, specification and description in the Purchase Order.
- b) The Supply Works must be new, not second-hand (unless stated expressly to the contrary in the Purchase Order or Schedule 1), of merchantable quality, free from defects in materials and workmanship, fit for the purpose for which Supply Works of the same kind are commonly supplied, and meet all New Zealand Standards.
- c) The Purchaser will not accept any responsibility for damage to the Supply Works where delivery is arranged by the Supplier or a carrier on behalf of, and arranged by, the Supplier.
- d) If requested by the Purchaser, the Supplier shall:
 - (i) supply particulars of the mode and place of manufacture, the source of supply of materials and other components, the performance capacities and other related information;
 - (ii) provide details of any conforming quality system; and
 - (iii) provide the Purchaser with sufficient access to the Supply Works during the period of design and manufacture so as to ensure the Purchaser can sufficiently monitor the quality of the Supply Works.
- e) Any such quality system shall be used only as an aid to achieving compliance with the Purchase Order and to document such compliance. Such system shall not discharge the Supplier's other obligations under the Purchase Order.

9. WARRANTIES, MANUALS AND AS-BUILT DRAWINGS

- a) The Supplier must provide to the Purchaser, after the Supply Works is delivered:
 - (i) all warranties, guarantees and certificates in respect of the Supply Works, and where the Supply Works or any part of them were purchased from or manufactured by another person or subcontractor, assign to the Purchaser the Supplier's rights under those warranties and guarantees;
 - (ii) all instruction, operation and parts manuals for the Supply Works;
 - (iii) all statutory and other certificates relevant to the Supply Works; and

- (iv) as-built drawings and technical specifications for the Supply Works.

10. INSPECTION AND ACCEPTANCE

- a) The Purchaser shall have the right to inspect the Supply Works at any stage in the manufacturing process, prior to delivery and on delivery.
- b) At any time prior to acceptance of the Supply Works, the Purchaser may examine and test the delivered Supply Works.
- c) If either at or after the date of delivery the Purchaser examines and tests the delivered Supply Works and determines that the Supply Works is Defective, the Purchaser may reject and/or return the Supply Works and notify the Supplier in writing immediately of the Purchaser's reasons for that action. In this event:
 - (i) the Supplier must promptly repair, mend, adjust, reconstruct or replace the Defective Supply Works at the Supplier's expense such that the Supply Works comply with this Purchase Order; and
 - (ii) the expense associated with return of the Supply Works to the Supplier will be borne by the Supplier either as a deduction from monies owed by the Purchaser to the Supplier or recoverable as a debt due and owing by the Supplier within 7 days.
- d) If following a Direction, the Supplier refuses to rectify a Defect, the Purchaser may have the rectification carried out by others and the costs incurred will be a debt due and payable by the Supplier to the Purchaser within 7 days. The Purchaser may set off the debt due against any other payments or moneys otherwise due by the Purchaser to the Supplier.

11. PURCHASE ORDER SUM

- a) The Supplier will be paid on either a lump sum, schedule of rates basis or other basis as prescribed in Purchase Order.
- b) The Purchase Order Sum set out in the Purchase Order is:
 - (i) in New Zealand dollars;
 - (ii) exclusive of GST and inclusive of all other taxes, duties and charges (such as packing, crating, loading, delivery and insurance);
 - (iii) fixed regardless of fluctuations in exchange rates or costs; and
 - (iv) not subject to adjustment or escalation unless specifically stated in Purchase Order or otherwise agreed between the parties.

12. GST

- a) All amounts payable under or in connection with this Purchase Order are exclusive of GST unless otherwise stated.
- b) A recipient of a taxable supply under or in connection with this Purchase Order must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply (GST Amount).
- c) The recipient must pay the GST Amount to the supplier when the GST exclusive consideration or part of it is provided.

- d) The supplier must issue a tax invoice to the recipient in respect of each taxable supply.
- e) If an adjustment event occurs in respect of a taxable supply, the relevant party must issue an adjustment note to the other party.
- f) Except as set out in this clause 12 in respect of GST, all taxes, duties, levies and charges imposed or levied in New Zealand or overseas in connection with this Purchase Order will be borne by Supplier and will not cause any increase to the Purchase Order Sum.

- (ii) the period of extension to the Delivery Date which the Supplier will claim if the variation is effected.
- c) Unless otherwise agreed, the price for a variation will be determined using the basis on which the Purchase Order Sum is determined except that if the Purchase Order Sum to be determined is a lump sum, then reasonable rates and prices will apply.

13. PROGRESS CLAIMS AND PAYMENT

- a) The Supplier must deliver to the Purchaser a progress claim at the time specified in the Purchase Order.
- b) The progress claim must state each of the following:
 - (i) the Purchaser's Order number/reference number;
 - (ii) a description of the Supply Works manufactured or supplied in accordance with this Purchase Order;
 - (iii) the quantity of the Supply Works manufactured or delivered (and unit Purchase Order Sum if applicable);
 - (iv) the Delivery Date, Site and delivery docket number; and
 - (v) the total amount claimed including GST.
- c) Once the Supplier has complied with all of its obligations under this Purchase Order, it must deliver to the Purchaser a claim endorsed 'final payment claim', being the final progress claim specifying all money the Supplier claims is outstanding under the Purchase Order.
- d) The Purchaser shall certify in writing to the Supplier the amount payable in respect of each progress claim within the time prescribed in the Purchase Order after receipt of the progress claim.
- e) The Purchaser shall pay the Supplier (or if relevant the Supplier shall pay the Purchaser) the amount certified for payment within forty five (45) days from the end of the month the invoice was certified unless agreed otherwise in writing.
- f) The Supplier must meet all payment obligations to its personnel and must pay all taxes, levies or charges applicable with respect to the engagement of, or payments to, its personnel.
- g) The Supplier must comply with all reasonable requests from the Purchaser for verification of compliance of the above payment obligations.
- h) Offsite payment claims may be allowed if permissible under the head contract. The supplier may be required to provide security to the same value of the offsite payment claim.

14. VARIATIONS

- a) The Supplier must not vary the Supply Works except in accordance with the Purchaser's written direction.
- b) If the Supplier receives a written direction to carry out a variation under this clause 14 the Supplier shall advise the Purchaser in writing of:
 - (i) the amount which the Supplier will claim if the variation is effected; and

15. SUPPLIER WARRANTIES

- a) The Supplier warrants to the Purchaser that:
 - (i) it holds all relevant licenses, permits, certificates and qualifications required by law that are necessary to supply the Supply Works under the Purchase Order and that such licenses, permits, certificates and qualifications will remain current for the period of the Purchase Order;
 - (ii) it holds insurance to cover its liability under clause 16(a) and will provide certificates of currency to the Purchaser upon request;
 - (iii) the Supplier shall be liable to the Purchaser for the acts, defaults and omissions of suppliers, subcontractors, employees and agents of subcontractors as if they were those of the Supplier;
 - (iv) any fees, duties or costs associated with the use of patents, copyright, trademarks, registered designs or other Intellectual Property Rights in the design manufacture and supply of the Supply Works have been paid by the Supplier and further payment remains the responsibility of the Supplier;
 - (v) the Supply Works will be fit for the purpose, be of merchantable quality and free from defect in material and workmanship;
 - (vi) it is informed as to the applicable laws, business practices and standards relevant to the supply of the Supply Works and that the Supplier will comply with those laws, practices and standards;
 - (vii) all of its obligations under the Purchase Order will be performed in a professional manner and with the knowledge that the Purchaser is relying on the Supplier's skills, qualifications, expertise and experience in providing the Supply Works stipulated under the Purchase Order;
 - (viii) any other design, materials, documents and methods of working, each provided by the Supplier, shall not infringe any Intellectual Property Right;
 - (ix) it will exercise the degree of skill, care and diligence expected of a competent producer of the Supply Works in carrying out the design, manufacture, supply, delivery, and/or commissioning of the Supply Works;
 - (x) the Workshop Design Documents (if required) will comply with the Purchase Order and will be fit for the purpose specified in the Purchase Order; and
 - (xi) it remains liable for the design of the Supply Works notwithstanding any review, inspection or approval by the Purchaser.

- (xii) The Supplier Warranty Period will expire twelve (12) months from the Date of Practical Completion or later if stipulated in the Purchase Order.

16. SUPPLIER INDEMNITIES

- a) The Supplier indemnifies the Purchaser from liability of any kind for injuries to or death of any person, damage, loss, expense or other proceedings that arises out of, or is caused by, the Supplier in the course of the Supplier's performance or lack of performance under the Purchase Order.
- b) The Supplier indemnifies the Purchaser from liability of any kind with respect to any alleged infringement of patents, copyright, trademarks, registered designs or other Intellectual Property Rights by reason of the nature, manufacture, use, purchase or sale of the Supply Works.
- c) The Supplier's indemnification of the Purchaser will be proportionally reduced to the extent that an act or omission by the Purchaser contributed to the loss, damage, injury or expense which the Supplier is required to indemnify the Purchaser against under this clause 16.

17. INTELLECTUAL PROPERTY RIGHTS

- a) Except as provided otherwise in the Purchase Order, title and ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Supply Works and any documentation provided by the Supplier pursuant to the Purchase Order is vested and shall vest in the Purchaser.
- b) The Purchaser grants the Supplier a non-transferable licence to use all Intellectual Property Rights associated with the Supply Works and any documentation provided pursuant to the Purchase Order solely for the installation, use, support, repair, maintenance or alteration of the Supply Works.
- c) The Supplier shall retain the Intellectual Property Right in any original ideas, equipment processes or systems created outside the terms of the Purchase Order and used in carrying out the Supply Works.
- d) The Supplier must grant or cause to be granted to the Purchaser an irrevocable licence to use the materials specified in clause 17(c) for any purpose the Supply Works are provided including any subsequent repairs to, or servicing supply of replacement parts, additions or alterations.
- e) To the extent the Intellectual Property Right in or relating to the Supply Works is not capable of being vested in the Purchaser because the Supplier does not own that Intellectual Property Right, the Supplier must ensure the Purchaser is irrevocably licensed to use that Intellectual Property Right.
- f) The Supplier warrants that, unless otherwise provided in the Purchase Order, in providing and carrying out the Supply Works, the Supplier owns or is licensed to use the Intellectual Property Right in the materials and documents used to provide the Supply Works.
- g) The Supplier shall indemnify the Purchaser against any claim, liability, loss or damage arising out of the use of the Supply Works and the other materials and documents used to provide the Supply Works that infringes the Intellectual Property Rights of a third party.

18. INSURANCE

- a) Before the Supplier commences carrying out the Supply Works:
 - (i) the Supplier shall insure the Supply Works for its replacement value against loss or damage occurring before delivery as specified in the Purchase Order; and
 - (ii) The Supplier must effect and maintain the below insurance and, other than workers' compensation insurance. If the Supplier fails to effectively maintain the insurance the Purchaser may do so and the cost will be a debt due and payable by the Supplier to the Purchaser.
 - a. Public Liability \$20M any one occurrence and limited in the aggregate.
 - b. Workers Compensation, personal accident and illness or any other insurance required under statute.
 - (iii) each policy of insurance must be on the terms satisfactory to the Purchaser and have the Purchaser as a named party and cover the parties' respective rights, interests and liabilities.
- b) If the Supplier fails to effectively maintain the insurance required by clause 18(a) the Purchaser may do so and the cost will be a debt due and payable by the Supplier to the Purchaser within 7 days.
- c) The Supplier must, within the time of the Purchaser's request, give satisfactory evidence of the insurance required to be effected and maintained (which may include a complete copy of the terms of the insurance policy). Evidence of insurance is a precondition to payment and the Purchaser may withhold payment in full until such time as satisfactory evidence is given.
- d) The Supplier must, where there is a claim on any insurance policy under the Purchase Order and before there is any entitlement in the Supplier to claim under the insurance of any other party, pursue a claim under the Supplier's insurance for the full extent of the Supplier's liability.
- e) The Supplier must, where there is a claim on any insurance policy for loss or damage for which it is responsible, bear the cost of any deductible pursuant to the relevant insurance policy.
- f) The Supplier must ensure that all secondary subcontractors of the Supplier have insured against liability for death of, or injury to, themselves or their workers including liability under statute and at general law.

19. OWNERSHIP AND RISK

- a) Legal and equitable title to the Supply Works, free of encumbrances, and risk in the Supply Works, passes from the Supplier to the Purchaser when the Supplier Delivers the Supply Works.
- b) The Purchaser reserves the right to register a security interest for the purposes, and within the meaning, of the PPSA in respect of any part of the Supply Works.
- c) The Supplier agrees to provide the Purchaser with all such information that the Purchaser requires in order to register a security interest and to immediately advise the Purchaser of any changes which may affect the Purchaser's security interest.

20. LIQUIDATED DAMAGES

In relation to each Supply Works Order, if the Supplier delays the Purchaser in achieving Practical Completion by the Date for Practical Completion, the Purchaser is entitled to levy liquidated damages if specified in the Purchase Order for every day after the Date for Practical Completion up to and including the Date of Practical Completion. The amount calculated shall be a debt due and payable by the Supplier to the Purchaser.

21. DEFAULT AND TERMINATION

- a) If either party:
- (i) being a person, becomes bankrupt or makes an assignment of its estate for the benefit of its creditors; or
 - (ii) being a company, becomes insolvent, has a liquidator, provisional liquidator, administrator or receiver appointed or takes or has taken or instituted against it any action which may result in the liquidation of the company or if it enters into any contract with its creditors,

the other party may, without issuing a notice to show cause, terminate the Purchase Order by written notice.

- b) If either party commits a breach of the Purchase Order, the other party may issue to the party in breach a notice to show cause why the Purchase Order should not be terminated.
- c) If the party in breach fails to show reasonable cause within the fifteen (15) Business Days of receipt of the notice, the other party may, by further notice in writing, terminate the Purchase Order.
- d) Without prejudice to any of the Purchaser's other rights under the Purchase Order, the Purchaser may:
- (i) at any time and for any reason, by written notice to the Supplier, terminate the Purchase Order; and
 - (ii) either itself or by a third party complete the uncompleted part of the Supply Works under the Purchase Order,

and the Supplier is entitled to claim for the cost of Supply Works incurred up to that date but is not entitled to any payment for loss of profit on the Supply Works that have not been performed at the time of termination of the Purchase Order.

The Purchaser may set off any debt due against any other payments or moneys otherwise due by the Purchaser to the Supplier under clause 21.

- e) The Purchaser may deduct, retain or set off against any amounts due (or claimed to be due) to the Supplier, arising out of, or in connection with any order to any other Supplier entity, or on any other legal or equitable basis (whether in relation to the Works or otherwise) and recover from the Supplier as a debt due any losses the Purchaser has suffered or is likely to suffer as a result of a breach of the contract by the Supplier.

22. DISPUTE RESOLUTION

- a) If a difference or dispute (together called a 'dispute') between the parties arises in connection with the subject matter of the Purchase Order, then either party shall give the other a written notice of dispute adequately identifying and providing details of the dispute.

- b) Notwithstanding the existence of a dispute, the parties shall, subject to either party's default, insolvency, or the operation of clause 21(e), continue to perform the Purchase Order.
- c) Within fifteen (15) Business Days after receiving a notice of dispute, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. At every such conference each party shall be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference except the fact of occurrence shall be privileged.
- d) If the dispute has not been resolved within thirty (30) Business Days of service of the notice of dispute, that dispute shall be and is hereby referred to mediation.
- e) Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under the Purchase Order or to seek injunctive or urgent declaratory relief.

23. CONFIDENTIALITY

- a) All information provided by the Purchaser to the Supplier is confidential (Confidential Information).
- b) The Supplier must not, without the prior written consent of the Purchaser:
- (i) use the Confidential Information except for the design, manufacture, supply, delivery, and/or commissioning of the Supply Works; or
 - (ii) disclose the Confidential Information to any third party.
- c) The Supplier's obligations under this clause 22 continue regardless of whether this Purchase Order is terminated or completed.

24. GENERAL

- a) If any provision in the Terms and Conditions is voidable or unenforceable that provision will be severed, and the rest of the Terms and Conditions will remain in full force and effect.
- b) These Terms and Conditions constitute the entire agreement between the parties as to the subject matter of this Purchase Order. This Purchase Order Terms and Conditions supersedes any prior commercial dealings, customs, practices, conduct or communications between the parties with respect to the subject matter of this Purchase Order.
- c) This Purchase Order binds the parties, their successors and assigns.
- d) No variation to this Purchase Order will be binding on the other party unless agreed in writing.
- e) The Purchase Order will be governed by and construed with reference to the laws of the jurisdiction of the Site.
- f) Neither party may assign, delegate or subcontract the Purchase Order or any part thereof without the prior written consent of the other party, which shall not be unreasonably withheld.
- g) The failure of a party to require full or partial performance of a term of the Terms and Conditions does not affect the right of that party to require performance subsequently.
- h) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

25. DEFINITIONS AND INTERPRETATION

In the Purchase Order Terms and Conditions except where the context otherwise requires:

Approval means any licence, permit, consent, approval, determination, certificate or permission from any Authority or under any Legislative Requirement, or any requirement made under or issued in accordance with any Legislative Requirement, which must be obtained or satisfied (as the case may be) to perform the Supply Works.

Authority means:
 a) any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality; and
 b) any utility company (including electricity, telecommunications, water and gas) or other legal entity having statutory rights in respect of Approvals.

Business Day means a day that is not a Saturday, Sunday or a public holiday in the place in which the Site is located.

Defective means the Supply Works, or any part of the Supply Works, are not in compliance with their description in the Purchase Order or are damaged, deficient, faulty, inadequate or incomplete.

Deliver means delivered to the Site and accepted by the Purchaser in accordance with clause 10.

Delivery Date means the date specified in the Purchase Order when the Supply Works is scheduled to be delivered by the Supplier to the Site, as adjusted in accordance with clause 7.

Force Majeure means:
 a) an act of God or other natural disaster (such as earthquakes, floods, hurricanes and other abnormal weather conditions);
 b) wars, riots, civil commotions, insurrections, strikes, embargoes and acts of terrorism;
 c) Federal, State, Local government or regulatory authority restrictions (such as the denial or cancellation of export/import of items and necessary licenses).

Government Codes means:
 a) the Commonwealth government based code of practice or guidelines; and

b) the government based code of practice or guidelines of the State or Territory in which the Site is located.

GST Law means *Goods and Services Tax Act 1985* (Cth New Zealand)

Intellectual Property Right means any and all beneficial and legal ownership and intellectual and industrial protection rights throughout the world both present and future, including without limitation, rights in respect of or in connection with any confidential information, copyright (including future copyright and rights in the nature of or analogous to copyright, moral rights, inventions, trademarks, service marks, designs, patents, registered design or name, copyright or other protected right).
 includes:

Legislative Requirement
 d) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Supply Works or the particular part thereof is being carried out;
 e) certificates, licenses, consents, permits, approvals and requirements of organisations having jurisdiction where the Supply Works or the particular part thereof is being carried out; and
 f) fees and charges payable in connection with the foregoing.

PPSA means the *Personal Properties Security Act 1999* (Cth New Zealand).

Practical Completion means the stage when the Project Works are complete except for minor defects and/or omissions that do not prevent the Works from being capable of being used for their intended purpose. This will be the date deemed by the head contract.

Project Works means the whole of the work to be carried out and completed by the Purchaser to a third party under a Head Contract.

Purchaser means the VAE Company name on the Purchase Order.

Purchaser Order means this supply order, all terms and conditions, and any other schedules, annexures and attachments.

Purchaser Order Sum means the amount set out in the Purchase Order which is exclusive of GST but inclusive of all other costs and charges.

Qualifying Cause of Delay means:
 a) any act, default or omission of the Purchaser or their agents or other contractors (not being employed by the Supplier);
 b) Force Majeure; and
 c) a Variation.

Site	means the place specified in the Purchase Order where the Supply Works are to be delivered by the Supplier.
Supplier	means the Supplier of Goods and Services specified on the Purchase Order.
Supply Works	means the work which the Supplier is or may be required to carry out and complete under the Purchase Order and includes one or more of each of the supply, design, manufacturing, delivery, and commissioning of equipment, variations, remedial work, construction plant and temporary works.
WHS Legislation	means the Work Health and Safety Acts, Work Health and Safety Regulations and Codes of Practice in the relevant jurisdiction, as in force and amended from time to time.
Workshop Design Documents	means the drawings, manuals, specifications, samples, models, patterns and other information required to create the Supply Works.