

# PURCHASE ORDER TERMS & CONDITIONS

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## 1. CONTRACT

**1.1** This Contract consists of the following documents:

- (a) DPR Insurance Repairs Work Order; and
- (b) these Terms and Conditions.

To the extent there are any inconsistencies between the DPR Insurance Repairs Work Order and these Terms and Conditions, the DPR Insurance Repairs Work Order shall take precedence.

**1.2** This Contract governs the rights of the parties for the provision of Goods and Services by the Contractor and takes precedence over any terms and conditions provided by the Contractor and which the Contractor acknowledges and agrees shall be of no legal effect.

**1.3** The Contractor is deemed to have accepted this Contract on the earlier of the Contractor confirming its acceptance of this Contract and commencing the provision of the Goods and Services.

**1.4** This Contract does not create a relationship of employer and employee, principal and agent, partnership, joint venture or trust between the parties. The Contractor acknowledges and agrees that in providing workers to DPR Insurance Repairs it is doing so as an independent contractor and that nothing in this Contract or the provision of workers shall constitute or create a relationship of employer and employee, principal and agent or partnership or joint venture or trust between the Contractor and DPR Insurance Repairs, or DPR Insurance Repairs and the Contractor.

**1.5** The Contractor must not, without the prior written consent of DPR Insurance Repairs (which may be withheld in its absolute discretion), subcontract any part of the DPR Insurance Repairs Work Order or assign a right or interest under the DPR Insurance Repairs Work Order. DPR Insurance Repairs may, without the prior consent of the Contractor, assign a right or interest under the DPR Insurance Repairs Work Order or novate the DPR Insurance Repairs Work Order on terms acceptable to DPR Insurance Repairs.

## 2. CONTRACTOR'S OBLIGATIONS

**2.1** The Contractor must, and warrants to DPR Insurance Repairs that it will:

- (a) provide suitably qualified and experienced personnel, equipment, and anything else required to provide the Goods and Services.
- (b) ensure that no Personnel engaged to provide the Goods and Services have been convicted of, and are not being investigated or prosecuted for, any offence involving fraud, dishonesty, physical or sexual assault, or any other offence (except for a traffic offence) which is punishable by imprisonment, within the last 10 years.
- (c) ensure that the Goods and Services will be fit for their intended purpose.
- (d) provide the Goods and Services in accordance with this Contract and comply with all relevant Australian Standards and Legislative Requirements including but not limited to the Heavy Vehicle National Laws, Modern Slavery Laws, WHS Laws and any applicable environmental laws and the requirements of authorities.
- (e) (if required) obtain, maintain and comply with all licences, consents and permits necessary to perform its obligations under this Contract.
- (f) comply with the Policies and Procedures and Site Access Policies (which the Contractor is deemed to have read and understood upon the acceptance of this Contract);
- (g) ensure the Goods supplied will be of acceptable quality and of good and sound design, materials and workmanship, safe and durable and free from defects.
- (h) ensure like-for-like replacement, returning the building element back to its pre loss condition.
- (i) commence the provision of the Goods and Services by the Start Date and complete the provision of the Goods and Services by the Completion Date.
- (j) cooperate with DPR Insurance Repairs and its other contractors on Site.
- (k) provide any information or documents reasonably requested by DPR Insurance Repairs; and
- (l) comply with all and any reasonable directions of DPR Insurance Repairs concerning the provision of the Goods and Services.

**2.2** The warranties provided by the Contractor, including those in this clause, remain unaffected notwithstanding that any design work may have been carried out by or on behalf of DPR Insurance Repairs, the instruction of a Variation by DPR Insurance Repairs, or any receipt, review or direction on any document by DPR Insurance Repairs.

**2.3** DPR Insurance Repairs will provide the Contractor with access only to the parts of the Site that are required for the provision of the Goods and Services. The Contractor acknowledges that access to the Site may be denied or suspended by DPR Insurance Repairs at any time (at its absolute discretion) and the Contractor shall have No Claim against DPR Insurance Repairs (except for an extension of time in accordance with clause 6).

### 3. TITLE AND RISK OF GOODS

**3.1** Risk in Goods passes to DPR Insurance Repairs on Completion of the Goods and Services. Loss or damage to the Goods prior to Completion, howsoever caused, shall be at the Contractor at its own cost. Title to Goods passes to DPR Insurance Repairs on the earlier of payment for the Goods (or part thereof) and delivery of the Goods.

### 4. DEFECTS

**4.1** If at any time prior to the expiration of the Defects Liability Period DPR Insurance Repairs becomes aware of a Defect or any work done (or material provided) which is not in accordance with the Contract, DPR Insurance Repairs may provide notice to the Contractor of that fact and may direct the Contractor to rectify that Defect and specify the time in which the rectification works are to be completed.

**4.2** If the Contractor fails to comply with such a notice the Contractor acknowledges it has relinquished any rights it may have had to rectify the Defect and DPR Insurance Repairs may have the rectification works carried out by others and the costs and Losses incurred will be a debt due from the Contractor to DPR Insurance Repairs.

### 5. INDEMNITY AND INSURANCE

**5.1** The Contractor indemnifies DPR Insurance Repairs against all Losses in relation to or arising as a consequence of any claim by any person against DPR Insurance Repairs which arises out of an act, omission or breach of the Contract by the Contractor; and to the extent caused by any act or omission of the Contractor, its Personnel, agents, subcontractors or others for whom the Contractor is responsible: any loss of or damage to any property real or personal; and any claim or proceeding in respect of personal injury to or indemnify DPR Insurance Repairs will be reduced proportionately, to the extent that such Losses are caused by a negligent act of DPR Insurance Repairs.

**5.2** Before commencing the provision of the Goods and Services (and as a precondition to payment) the Contractor shall effect and maintain:

- (a) public and product liability insurance policy with a limit of indemnity for each and every occurrence not less than the \$10 million until the expiry of the Defects Liability Period.
- (b) if in the provision of the Goods and Services the Contractor is required to use or provide motor vehicles, third party property damage insurance for all motor vehicles owned, leased or hired by the Subcontractor, used in connection with the carrying out of the Goods and Services.
- (c) material loss or damage insurance covering and for replacement of all constructional plant and temporary works, against physical loss, damage or destruction for an amount of not less than \$20million per occurrence during the provision of the Goods and Services;
- (d) if in the provision of the Goods and Services the Contractor is required to provide professional services, professional indemnity insurance policy specifically for the Goods and Services under which the Subcontractor must be indemnified to an amount of not less than \$5million against any and all claims made against it by any person in respect of any actual or alleged act, omission, fault or negligence on the part of the Contractor in the provision of the Goods and Services until 7 years after the Date of Completion;
- (e) any other related liability insurance in accordance with any Legislative Requirements (including workers' compensation); and
- (f) any other insurance as may be reasonably required by DPR Insurance Repairs from time to time.

**5.3** The Contractor shall ensure all insurance policies required under subclause 5.2:

- (a) are obtained from an insurer authorised by APRA or regulated by the Prudential Regulation Authority in the United Kingdom or an insurer acceptable to DPR Insurance Repairs (acting reasonably);
- (b) do not contain terms, conditions or exclusions which would reduce the level of cover available in response to a claim arising from or in relation to the performance of this Contract; and

(c) must include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer the persons comprising the insured as if a separate policy of insurance had been issued to each of them.

- 5.4** Whenever requested to do so by DPR Insurance Repairs the Contractor must demonstrate it has maintained the insurance policies required to be effected under this clause by production of a certificate of currency. If the Contractor fails to provide satisfactory evidence of insurance DPR Insurance Repairs may effect and maintain that insurance and pay the necessary premiums or suspend the Contractor from receiving further Work Orders. The cost of the premiums will be a debt due from the Contractor to DPR Insurance Repairs.
- 5.5** The Contractor must bear any amount which is not recovered by DPR Insurance Repairs on a claim made by DPR Insurance Repairs on behalf of the Contractor in relation to the Goods and Services, including any deductible or excess which is paid, or payable, by DPR Insurance Repairs under any insurance policy.

## 6. TIME AND COMPLETION

- 6.1** Within 2 Business Days of when the Contractor became aware of anything which might cause a delay to any part of the Goods and Services, the Contractor must notify DPR Insurance Repairs of the nature of the possible delay and provide details of the cause and likely extent of the delay.
- 6.2** If the Contractor is or will be delayed in reaching Completion by an act, omission or default of DPR Insurance Repairs the Contractor may be entitled to an extension of time for Completion. If the Contractor considers itself entitled to an extension of time for a delay the Contractor must, within 5 Business Days after the event causing the delay first occurs, submit to DPR Insurance Repairs a written claim for an extension of time.
- 6.3** If the Contractor is entitled to an extension of time DPR Insurance Repairs will grant a reasonable extension of time following extension of time that the Contractor has complied with this clause.
- 6.4** Notwithstanding that the Contractor is not entitled to, or has not claimed, an extension of time, DPR Insurance Repairs may in its absolute and sole discretion, at any time, grant an extension of time for any reason including a breach of the Contract by DPR Insurance Repairs. DPR Insurance Repairs has no obligation to grant or consider whether it should grant an extension of time under this subclause and is not required to exercise the discretion in this subclause for the benefit of the Contractor.
- 6.5** An extension of time granted under this clause is the exclusion or suspension arising out of or in connection with the Contract.
- 6.6** When the Contractor is of the opinion that Completion has been achieved, the Contractor shall issue DPR Insurance Repairs a completion certificate in a format required by DPR Insurance Repairs.

## 7. VARIATIONS

- 7.1** DPR Insurance Repairs may at any time direct the Contractor in writing to carry out a Variation. The Contractor must not vary the Goods and Services and will have No Claim in connection with or arising out of any Variation unless before the commencement of such Variation DPR Insurance Repairs provides a written direction to the Contractor.
- 7.2** DPR Insurance Repairs may request the Contractor to price a proposed Variation. Within 5 Business Days the Contractor must provide an estimate including a detailed breakdown supported by measurements or other evidence. If DPR Insurance Repairs become the agreed price for the Variation.
- 7.3** If a Variation omits any part of the Goods and Services DPR Insurance Repairs may have that work carried out by a third party or it may carry that work out itself.
- 7.4** The Price will be increased or decreased for all Variations by the following order of precedence:
- (a) prior agreement.
  - (b) any amount determined by DPR Insurance Repairs using any rates or prices set out in the DPR Insurance Repairs Work Order; or
  - (c) if the rates or prices set out in the DPR Insurance Repairs Work Order are not applicable, DPR Insurance Repairs will determine a reasonable amount to which a percentage of 10% Overhead and Profit.

## 8. PRICE AND PAYMENT

- 8.1** The Price includes all Taxes (including GST unless otherwise specified), duties, tariffs and other charges paid or payable in connection with the Goods and Services, all royalties and licence fees as well as the preliminaries, overheads and any costs associated with the provision of the Goods and Services. The Price is not subject to adjustment for rise and fall or for fluctuations in currency.

- 8.2** Within 7 days after issuing a completion certificate pursuant to clause 6.6 above, the Contractor must issue a claim for payment to the following address: [accounts@dprinsurancerepairs.com.au](mailto:accounts@dprinsurancerepairs.com.au). (Payment Claim). A Payment Claim must include the following:
- (a) a tax invoice that includes a reference to the DPR Insurance Repairs Work Order number and the applicable line item(s) described in the DPR Insurance Repairs Work Order.
  - (b) the breakdown of the amount claimed reflecting the applicable amount stated in the DPR Insurance Repairs Work Order (including any applicable GST) (Claimed Amount).
  - (c) when requested, a Supporting Statement.
  - (d) supporting documentation including (but not limited to):
    - (i) repair work photos (before and after);
    - (ii) customer; and
  - (e) such other information as may be requested by DPR Insurance Repairs.
- 8.3** Within 10 Business Days of receipt of a Payment Claim DPR Insurance Repairs may issue a payment schedule (Payment Schedule) setting out the amount DPR Insurance Repairs proposes to pay (Scheduled Amount) and, if the Scheduled Amount is less than the Claimed Amount, reasons for the difference.
- 8.4** Within the period stated in the DPR Insurance Repairs Work Order, DPR Insurance Repairs will pay the Contractor the Scheduled Amount. Payment by DPR Insurance Repairs is not an admission that the Goods and Services have been executed satisfactorily but is payment on account only. Where under any Payment Schedule an amount is due from the Contractor to DPR Insurance Repairs the Contractor must pay to DPR Insurance Repairs that amount within 5 Business Days of the Payment Schedule being issued. Without limiting any other right
- 8.5** under the Contract or otherwise at law, DPR Insurance Repairs may deduct from or set-off against, any amounts due to the Contractor under the Contract or otherwise at law, or under any other contract between the Contractor and DPR Insurance Repairs, for amounts, Losses, costs, claims, expenses or damages which; the Contractor is liable to pay under the Contract; or is likely or will likely be required to pay to DPR Insurance Repairs, arising out of or in connection with the Contract or any other contract between the Contractor and DPR Insurance Repairs.
- 8.6** The Contractor must promptly and without delay give DPR Insurance Repairs a copy of any written communication of whatever nature in relation to the Security of Payment Act. If DPR Insurance Repairs becomes aware that a subcontractor is entitled to suspend work pursuant to the Security of Payment Act, DPR Insurance Repairs may (in its absolute discretion) pay the subcontractor and any amount paid by DPR Insurance Repairs will be a debt due from the Contractor to

## 9. WORK HEALTH & SAFETY

- 9.1** The Contractor must work safely at all times and ensure the safety of those under its control. The Contractor and safety requirements, policies and plans (as may be updated from time to time) and with directions of DPR Insurance Repairs on work, health and safety matters.
- 9.2** Prior to commencement (or at times directed by DPR Insurance Repairs to do so), the Contractor must:
- (a) submit details of its WHS management systems and Site safe work method statement(s) to DPR Insurance Repairs for review.
  - (b) conduct a Site-specific risk assessment for each activity, retaining evidence for audit and review by DPR Insurance Repairs and (for all deemed high risk activities) submit a Site-specific SWMS to DPR Insurance Repairs.
  - (c) induction process. A failure to ensure completion of the induction process may result in the removal of persons from the Site by DPR Insurance Repairs and the Contractor shall have No Claim against DPR Insurance Repairs in such circumstances.
- 9.3** In the event of an incident on the Site during the provision of the Goods and Services, the Contractor must:
- (a) immediately (in any event within 24 hours) notify DPR Insurance Repairs of any accident or incident which is notifiable under WHS Laws, or any injury or property damage that occurs during the provision of the Goods and Services or is otherwise associated with the Contractor
  - (b) within two (2) days of any such incident, provide a written report to DPR Insurance Repairs giving complete details of the incident and the Contractor's proposed remedial action as required.
- 9.4** The Contractor shall indemnify DPR Insurance Repairs to the extent permitted by law in respect of any liability, costs, Losses or expenses whatsoever arising in connection with any breach of the WHS Laws by DPR Insurance Repairs to which the Contractor has contributed by a breach of this clause.

## 10. PPSA

- 10.1** Defined terms used in this clause and not otherwise used in this Contract have the meaning given to those terms under the PPSA.
- 10.2** On delivery of the Goods to Site, the Contractor acknowledges and agrees that it no longer retains a Security Interest in the Goods for the purposes of PPSA and must remove any Security Interest from the PPS Register (if any).
- 10.3** The Contractor acknowledges and agrees the terms of this Contract may constitute one or more Security Interests for the purposes of the PPSA.
- 10.4** The Contractor consents to DPR Insurance Repairs registering a Financing Statement in respect of a Security Interest on the PPS Register and undertakes to promptly sign any documents and provide any such information which DPR Insurance Repairs may require to protect its Security Interest.
- 10.5** The Contractor waives its right to receive a Verification Statement under section 157 and any subsequent notification prescribed under sections 95, 121, 125, 129, 130, 132, 135, 142 and 143 of the PPSA.

## 11. MODERN SLAVERY

- 11.1** The Contractor agrees:
- (a) to use its best endeavours and be duly diligent to: avoid the use in its business and its supply chains of any
    - (i) form of human trafficking, slavery, servitude or forced labour, to exploit children or any other person in Australia or elsewhere limitation including without anything that would if done in Australia be a modern slavery offence under the Modern Slavery Act (modern slavery); and
    - (ii) identify the parts of its business and supply chains and those of its subcontractors where there is a risk of modern slavery taking place and duly manage that risk.
  - (b) comply with all laws in connection with the avoidance or reduction of modern slavery.
  - (c) comply with any reasonable policy or direction notified by DPR Insurance Repairs from time to time in relation to the business and supply chains and those of its subcontractors; and
  - (d) promptly comply with all reasonable requests from compliance with this clause or to assist DPR Insurance Repairs to comply with their respective obligations under the Modern Slavery Act.
- 11.2** The Contractor warrants that it has operated and will continue to operate in compliance with the Modern Slavery Act as may be updated from time to time.

## 12. ENVIRONMENTAL REQUIREMENTS

- 12.1** The Contractor must comply with any environmental management plan or system (including with respect to dust and run-off from the Site) and applicable environmental Legislative Requirements.
- 12.2** The Contractor must ensure, in connection with the carrying out of the Goods and Services, DPR Insurance Repairs does not become liable in connection with any environmental pollution and the Contractor shall indemnify DPR Insurance Repairs in respect of any such liability and associated costs, Losses or expenses (including authority fines).
- 12.3** When directed to do so, the Contractor must comply with any direction made by DPR Insurance Repairs to stop work and/or to take urgent remedial measures where actual or potential risk of harm to the environment arising as a result of any act, omission or default of the Contractor.

## 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1** The Contractor warrants that the Goods and Services do not infringe or contribute to any infringement of any intellectual property right. The intellectual property in all materials provided by DPR Insurance Repairs remains with DPR Insurance Repairs and the Contractor must promptly return all such material to DPR Insurance Repairs if and when requested. The Contractor grants to transferable license to use any reports, designs, drawings, calculations, models, disks, tapes, other electronic data, written information and other documents created in respect of the Goods and Services.

## 14. CONFIDENTIALITY AND MEDIA

- 14.1** Each party must not use Confidential Information received under this Contract except for the purposes of this Contract and must not disclose any Confidential Information for any purposes unrelated to this Contract to any

person without the written consent of the other party except:

- (a) the disclosure is to a consultant, subcontractor, or supplier for the purposes of this Contract.
- (b) required for the purposes of this Contract; or
- (c) if the party is required to do so by law or in connection with legal proceedings relating to this Contract.

**14.2** Where a party discloses information under this clause, that party must ensure any persons receiving Confidential Information agree to be bound by the terms of this clause.

**14.3** The Contractor shall not disclose any information concerning this Contract for distribution through any communications media or make public statements without prior written approval of DPR Insurance Repairs (which may be absolute discretion). The Contractor shall promptly refer to DPR Insurance Repairs any enquiries from any media concerning this Contract.

## 15. PERSONAL INFORMATION

**15.1** Notwithstanding any other provision of this Contract, the Contractor warrants that it will comply with all Privacy Laws.

**15.2** Where the Contractor discloses Personal Information to DPR Insurance Repairs under this Contract, the Contractor warrants that:

- (a) it collected or received the Personal Information in accordance with the Privacy Laws.
- (b) the disclosure of the Personal Information to DPR Insurance Repairs for the purposes for which it is disclosed is permitted by the Privacy Laws; and
- (c) the use by DPR Insurance Repairs of the Personal Information for the purposes for which it is disclosed by the Contractor is permitted by the Privacy Laws.

**15.3** Where DPR Insurance Repairs discloses or provides access to Personal Information to the Contractor under this Contract, the Contractor shall (and ensure its Personnel):

- (a) only collect, store, secure, allow access to, use and disclose such Personal Information if permitted to do so by DPR Insurance Repairs.
- (b) use all possible precautions to keep the Personal Information secure from loss, misuse or unauthorised access, modification or disclosure.
- (c) immediately (within 24 hours) notify DPR Insurance Repairs by written notice if it becomes aware of any suspected or actual loss, misuse or unauthorised access, modification or disclosure of that Personal Information; and
- (d) not disclose such Personal Information to any third party except as required by law or with the prior written approval of DPR Insurance Repairs (which may be withheld in absolute discretion).

**15.4** The Contractor indemnifies DPR Insurance Repairs and its officers, employees and agents and will keep each of them indemnified against any liability, Losses or claim, which any of them suffers or incurs resulting from any breach of this clause by the Contractor.

## 16. DPR INSURANCE REPAIRS DATA

**16.1** The Contractor acknowledges and agrees that it does not own or have any interest or rights in the DPR Insurance Repairs Data.

**16.2** The Contractor (and its Personnel) shall:

- (a) implement appropriate technical, physical, organisational, and security measures to protect DPR Insurance Repairs Data.
- (b) only process DPR Insurance Repairs Data to the extent necessary to perform its obligations under this Contract or other
- (c) (subject to clause 16.4) not access, modify, or delete DPR Insurance Repairs Data at any time for any reason, or otherwise use, publish, or copy DPR Insurance Repairs Data for any purpose, except as:
  - (i) expressly permitted by this Contract; or
  - (ii) directed by DPR Insurance Repairs in writing; or
  - (iii) required to do so by law or by any regulatory authority, provided that (unless otherwise prohibited) prior to doing so, the Contractor promptly notifies DPR Insurance Repairs in writing to allow DPR Insurance Repairs to take all reasonable steps to resist such requirement.
- (d) not purport to sell, let for hire, assert a lien over, assign rights in, commercially exploit, or otherwise dispose of any DPR Insurance Repairs Data; and

- (e) not permit access to DPR Insurance Repairs Data from, or transfer (including sharing information via e-mail) any DPR Insurance Repairs Data to, or store any of DPR Insurance Repairs Data at, a location outside of Australia without the prior written

**16.3** When the Contractor becomes aware of any grounds to believe or suspect a breach of this clause has occurred or is imminent, the Contractor:

- (a) shall immediately (within 4 hours) notify DPR Insurance Repairs the nature and details of the breach, including the kind of DPR Insurance Repairs Data affected (or suspected to be affected), actions that have been undertaken and/or are recommended to be taken by the Contractor, together with any other information requested by DPR Insurance Repairs from time to time.
- (b) shall (within 48 hours of notification under paragraph (a) above investigate and complete an investigation and assessment of the breach, including the possible impacts of the breach and likelihood of harm to any persons who may be impacted.
- (c) within 24 hours from the completion of its investigation, take all steps to remediate the breach including to:
  - (i) where the breach is imminent or ongoing, prevent and/or limit the extent of the breach; and
  - (ii) mitigate any potential or further compromise or impairment of DPR Insurance Repairs Data and prevent any further harm to DPR Insurance Repairs or any impacted persons.
- (d) provide DPR Insurance Repairs ongoing updates on the results of such investigation and assessment, at a frequency which reflects the severity of the breach and until remediation efforts are completed and prevention plans are implemented. the breach.
- (e)

**16.4** (Unless otherwise directed by DPR Insurance Repairs) the Contractor must delete or destroy all DPR Insurance Repairs Data (unless prohibited from doing so by law) and provide a certificate of destruction to DPR Insurance Repairs no later than three months after termination or expiry of this Contract.

## 17. CORRUPTION AND FINANCIAL CRIME

**17.1** The Contractor represents and warrants that:

- ~~(a)~~ has read and will comply with the DPR Insurance Repairs Contractor Code of Conduct.
- ~~(b)~~ and its Personnel are in compliance and will comply, with all Anti-Corruption Laws.
- ~~(c)~~ performing its obligations under this Contract, it will not employ, or continue to employ, any Personnel found to have engaged in Corrupt Conduct, or who has breached the DPR Insurance Repairs Contractor Code of Conduct, or who has been found by a tribunal or a court of competent jurisdiction to have breached any Anti-Corruption Laws; and
- ~~(d)~~ neither it nor any of its Personnel has undertaken, and will not undertake, any Corrupt Conduct in relation to this Contract.

The Contractor must:

**17.2**

- (a) keep accurate and complete records of all transactions related to this Contract and will promptly report to DPR Insurance Repairs any breach or potential breach of this clause; and
- (b) reasonably cooperate with DPR Insurance Repairs in relation to any investigation that DPR Insurance Repairs wishes to conduct into any breach or potential breach of this clause, whether or not it has been reported to DPR Insurance Repairs.

## 18. TERMINATION

**18.1** If the Contractor commits a breach of this Contract DPR Insurance Repairs may give the Contractor a written notice setting out details of the breach and the date by which the breach must be remedied (Default Notice).

**18.2** If the breach is not remedied by the time specified in the Default Notice or (subject to sections 415D, 434J and 451E of the Corporations Act 2001 (Cth)) an Event of Insolvency occurs to the Contractor, DPR Insurance Repairs may terminate the Contract.

**18.3** Without prejudice to any right DPR Insurance Repairs may have under this Contract, DPR Insurance Repairs may terminate this Contract at any time in its absolute discretion by giving the Contractor notice in writing. If this Contract is terminated under this clause, DPR Insurance Repairs will be liable only for payment for Goods and Services provided in accordance with this Contract before termination and for which unencumbered title can be given, and shall not be liable for any other cost, loss, damage or expenses to the Contractor arising out of the termination of this Contract.

## 19. DISPUTE RESOLUTION

- 19.1** If a dispute between the Contractor and DPR Insurance Repairs arises either party may issue to the other party promptly a notice of dispute outlining the details of the dispute (Notice of Dispute).
- 19.2** Within 5 Business Days after receipt of the Notice of Dispute, a senior executive of the Contractor (with authority to bind the Contractor) and a representative of DPR Insurance Repairs must meet and attempt (in good faith) to resolve the dispute. If a dispute has not been resolved within 10 Business Days after receipt of the Notice of Dispute either party may refer the dispute to litigation.
- 19.3** It is a condition precedent to the referral of a dispute to litigation that the parties follow the procedure set out above. Notwithstanding the existence of a dispute the Contractor must continue to perform its obligations under this Contract.

## 20. GENERAL

- 20.1** The law governing this Contract and its interpretation is the law of the state or territory where the Goods and Services are being provided. The parties submit to the non-exclusive jurisdiction of the courts of the state or territory where the Goods and Services are being provided and any courts which have jurisdiction to hear appeals from any of those courts.
- 20.2** No failure or delay to exercise any right under this Contract shall operate as or be deemed a waiver of the right. No waiver shall be valid unless given in writing signed by the party giving the waiver.
- 20.** The Contractor must be registered for GST and remain registered.
- 3** If any provision under this Contract is or becomes unenforceable, that shall not affect or impair the enforceability of any other provision of the Contract.
- 20.**
- 40.5** To the extent permitted by law, the operation of the Proportionate Liability Legislation is excluded.

## 21. DEFINITIONS

In this Contract, the following definitions apply, except where the context otherwise requires:

**Advantage** means any financial or other advantage, payment, gift, promise or transfer of anything of value.

**Anti-Corruption Laws** mean any applicable laws relating to the prevention of bribery, corruption, money laundering, dealings with the proceeds of crime, terrorist financing, tax evasion and fraud.

**Business Day** means a day which is a business day under the applicable Security of Payment Act of the state or territory where the Goods and Services are being provided.

**Completion** means that stage in the provision of the Goods and Services where the Goods and Services are complete and free of Defects.

**Completion Date** means the date on which the Contractor must provide the Goods and Services specified in the DPR Insurance Repairs Work Order or any other date notified by DPR Insurance Repairs to the Contractor in writing.

**Confidential Information** means in relation to any party to this Contract, information (regardless of how the information or affairs and includes any:

- (a) trade secrets, know-how, scientific and technical information.
- (b) product, customer or pricing information.
- (c) information in relation to this Contract, including specifications to the extent that they are not standard industry documents.
- (d) information of a confidential character which is given to, obtained by or learned by the Contractor, or developed by the Contractor for the purposes of provision of Goods and Services; and
- (e) any other information which a party notifies the other is confidential, or which the other party knows or ought to know confidential.

**Contract** has the meaning given to that term in subclause 1.1.

**Contractor** means the contractor identified in the DPR Insurance Repairs Work Order.

**Corrupt Conduct** means:

- (a) using funds or unlawful contributions, gifts, entertainment or other unlawful expenses relating to political or terrorist activity.

- (b) directly or indirectly making, offering, accepting or authorising any unlawful payment or anything of value (including any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment), to any person (whether a public official or otherwise); or
- (c) directly or indirectly making, offering, accepting or authorising the transfer of anything of value or other Advantage to:
  - (i) any person for the purpose of gaining an improper business Advantage or encouraging the recipient to violate the policies of his or her employer or to breach an obligation of good faith or loyalty.
  - (ii) any person knowing or believing that the acceptance or receipt by that person of the Advantage would itself be improper; or
  - (iii) a public official with the intention of influencing that public official in the performance of his or her public function.

**Date of Completion** means the date the Goods and Services achieve Completion.

**Defect** means any error, deficiency, non-conformity, defect, shrinkage, fault or omission in the Goods and Services or any aspect of the Goods and Services which is not in accordance with the requirements of this Contract.

**Defects Liability Period** means the period of 12 months after the Date of Completion.

**Events of Insolvency** mean: an admission of insolvency, or a failure to comply with a statutory demand; where execution is levied by a creditor; an act of bankruptcy; where a bankruptcy petition is filed against the Contractor; the appointment of an administrator, controller, receiver or liquidator; a winding up order is made by a court; the entering into any composition or arrangement with creditors; or if DPR Insurance Repairs is of the opinion the Contractor lacks the financial capacity to provide Goods and Services.

**Goods** mean the goods identified in the DPR Insurance Repairs Work Order to be supplied or delivered by the Contractor.

**GST** has the meaning set out in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Heavy Vehicle National Laws** means:

- (a) if the Goods and Services are provided in the Australian Capital Territory, the Heavy Vehicle National Law (ACT) Act 2013 (ACT) and Heavy Vehicle National Law (ACT) (Transitional Provisions) Regulation 2014 (ACT).
- (b) if the Goods and Services are provided in New South Wales, Heavy Vehicle (Adoption of National Law) Act 2013 (NSW) and Heavy Vehicle (Adoption of National Law) Regulation 2013 (NSW).
- (c) if the Goods and Services are provided in Victoria, the Heavy Vehicle National Law Application Act 2013 (Vic) and Heavy Vehicle National Law Application (Infringements) Regulations 2013 (Vic).
- (d) if the Goods and Services are provided in Queensland, the Heavy Vehicle National Law Act 2012 (Qld) and Heavy Vehicle National Law Regulation 2014 (Qld); or
- (e) if the Goods and Services are provided in South Australia, the Heavy Vehicle National Law (South Australia) Act 2013 (SA) and Heavy Vehicle National Law (South Australia) (Expiation Fees) Regulations 2013 (SA) and Heavy Vehicle National Law (South Australia) (Fees) Regulation 2013 (SA).

**Legislative Requirements** means all:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and state where the Contractor provides the Goods and Services.
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the provision of Goods and Services; and
- (c) requirements of any authority with jurisdiction in respect of the Goods and Services and/or the Site; and
- (d) fees and charges payable in connection with the foregoing.
- (e) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the provision of Goods and Services; and
- (f) requirements of any authority with jurisdiction in respect of the Goods and Services and/or the Site; and
- (g) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the provision of Goods and Services; and
- (h) requirements of any authority with jurisdiction in respect of the Goods and Services and/or the Site; and
- (i) fees and charges payable in connection with the foregoing.

**Losses** mean all liabilities, losses, damages, expenses, compensations, fines, penalties, charges and costs (including legal costs on a full indemnity basis and whether incurred or awarded) of any kind or nature however they arise and

whether they are present or future, fixed or unascertained, actual or contingent and including any loss of profits, loss of revenue or loss of opportunity.

**Modern Slavery Laws** mean the Modern Slavery Act 2018 (Cth) and any other Legislative Requirement applicable to modern slavery.

**No Claim** means no entitlement to enforce any right or remedy whatsoever under or in connection with this Contract including but not limited to payment (including damages) or at law or at equity (including for unjust enrichment).

**Overhead and Profit** means attendance, preliminaries and profit.

**Personnel** means the officers, employees, agents, suppliers, consultants, and subcontractors of a party.

**Personal Information** means information or an opinion whether true or not, and whether recorded in a material form or not, about an identified individual or an individual who is reasonably identifiable.

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

**Price** means the lump sum as set out in the DPR Insurance Repairs Work Order.

**Privacy Laws** means:

- (a) the Privacy Act 1988 (Cth).
- (b) any other Commonwealth, state and/or territory legislation or any other laws which are in force, and which affect privacy, Personal Information or the handling of personal data; and
- (c) any ancillary rules, guidelines, orders, directions, codes of conduct or other legislative instruments made or issued under those Privacy Laws.

