

TEi SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

Unless otherwise expressly agreed in writing, the following terms and conditions apply to the supply of Goods and/or Services outlined in the Purchase Order.

1. SUPPLY OF GOODS AND/OR SERVICES

- 1.1 The Contractor must supply the Goods and/or Services to TEi in accordance with all of the conditions nominated in the Purchase Order, including the terms specified in this document.
- 1.2 To the extent that the Contractor's terms and conditions are supplied with the Goods or Services (including as printed on consignment notes or other documents) those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if a representative of TEi signs those terms and conditions, or annexes the terms and conditions to this Purchase Order). To avoid doubt, TEi's terms and conditions prevail, regardless of any terms and conditions contained in or relating to other documents submitted by the Contractor.
- 1.3 Where this Purchase Order relates to Goods and/or Services the subject of a contract between TEi and the Contractor, the terms of that contract apply to the extent of any inconsistency with these *Purchase Order Terms and Conditions*.
- 1.4 In supplying the Goods or performing the Services, the Contractor must:
 - (a) not interfere with TEi's activities or the activities of any other person at the Delivery Address;
 - (b) be aware of and comply with, and ensure that the Contractor's personnel, agents and sub-contractors are aware of and comply with:
 - i. all applicable Laws;
 - ii. all Site Standards and Procedures, to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Contractor; and
 - iii. all lawful directions and orders given by TEi's representative or any person authorised by Law to give directions to the Contractor;
 - (c) ensure that the Contractor's employees, agents and sub-contractor's entering TEi's premises, perform all activities in a safe manner and are properly qualified for, and skilled in, the performance of their tasks, and are of such character as not to prejudice:
 - i. safe working practices;
 - ii. safety and care of property; and
 - iii. continuity of work.
 - (d) provide all such information and assistance as TEi reasonably requires in connection with any statutory or OH&S investigation in connection with the supply of the Goods or the performance of the Services.
 - (e) on request by TEi, provide to TEi and its employees, agents, consultants and sub-contractors any information and assistance required to identify, evaluate, implement and report on any matter required by Law, including:
 - i. producing written reports;
 - ii. recommending efficiency opportunities;
 - iii. collecting data; and
 - iv. monitoring and metering.

in respect of anything used, produced or created in connection with the performance of the Contractors obligations under this Purchase Order.

2. QUALITY

- 2.1 The Goods and/or Services must match the description (including performance criteria) in the Purchase Order, and conform to all relevant specifications, drawings, samples and descriptions.

TEi SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

- 2.2 The Goods and/or Services must be free from defects and fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought, and for any other purpose TEi specifies. The Goods must comply with any relevant industry standard and any other standards specified in the Purchase Order.
- 2.3 The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new. Services must be performed with due care, skill and diligence, to a standard acceptable amongst members of the trade, industry or profession relevant to the Services and performed by appropriately qualified and trained personnel.
- 2.4 If the Contractor has provided TEi with a sample of the Goods or a demonstration of the Services before the Contractor fulfilled the Purchase Order, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.
- 2.5 The Goods must be free from any liens and encumbrances and the Contractor has good title to them.
- 2.6 The Goods must not be substituted unless TEi provides written authorisation for the substitution.
- 2.7 The Goods must be clearly marked with the identification marks specified in the Purchase Order. These identification marks must be also shown on all drawings or other documents relevant to this Purchase Order.
- 2.8 Any computer software or hardware supplied in connection with the Goods must operate properly and in accordance with the specifications that may be set out in the Purchase Order.

3. DELIVERY

- 3.1 The Contractor must deliver the Goods and/or Services in accordance with the terms specified in the order and at the time or times nominated by TEi.
- 3.2 The Contractor must immediately advise TEi in writing of any circumstances that may cause delay in delivery, the action taken to avoid or minimise the delay and the estimated period of delay.
- 3.3 TEi will not be deemed to have accepted any Goods and/or Services until TEi has had reasonable time to inspect the Goods after delivery and to inspect and test the results of any Services after performance. Payment for the Goods and any Services, or the signing of a delivery receipt before inspection does not constitute acceptance of any Goods and/or Services.
- 3.4 The Contractor must ensure that the Goods are suitably packed and properly marked to avoid damage or loss in transit or in storage. Such markings and packaging must be in compliance with relevant regulations and any requirements specified in the Purchase Order. At a minimum, unless specified otherwise, all packages must be marked with the Purchase Order number, item number, delivery point, contents, quantity, despatch details and weight for each package.
- 3.5 No charges will be allowed for transportation packing or returnable containers unless stated. All shipments must be packaged and conform with the TEi's packaging specifications referred to elsewhere in this order, if any, and so as to permit efficient handling and to provide protection in shipment. Damage to any items resulting from improper packaging will be charged to the Contractor.
- 3.6 Prior to delivering any substance, including but not limited to, dangerous or hazardous substances, to TEi, the Contractor must:
 - (a) submit a copy of the relevant Safety Data Sheet to TEi; and
 - (b) ensure that TEi has approved the use of the substance.

4. TIME FOR PERFORMANCE

- 4.1 Time is of the essence in the performance of this Purchase Order by the Contractor.
- 4.2 All modifications or changes to any time period nominated in the purchase order must be agreed in writing by TEi.

5. EXCUSABLE DELAYS

- 5.1 Neither party will be liable for damages for delays in delivery arising out of causes beyond its reasonable control and without its fault and negligence, including, but not limited to, acts of God, or of criminals, or acts of Government, fires, floods, epidemics, quarantine restrictions, and unusually severe weather. However, this clause does not apply to industrial strikes, design errors, manufacturing errors or equipment failure in any circumstance. The Contractor will notify TEi within three (3)

TEi SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

days after the beginning of such cause. TEi may terminate the Purchase Order at no charge if the delay under this clause continues for more than thirty (30) days.

6. TITLE AND RISK

6.1 Unless otherwise specified in the Purchase Order, title and risk of the Goods passes to TEi when the Goods are delivered to the Delivery Address nominated in the Purchase Order.

7. PRICE

7.1 The Price specified on the Purchase Order is a firm price and not subject to rise and falls.

7.2 Unless otherwise specified in the Purchase Order, the Price is in Australian Dollars (AUD).

7.3 The Price is inclusive of all costs incurred by the Contractor in the supply of the Goods and/or Services including all levies, taxes, duties, other imposts payable by the Contractor and charges for packing, insurance and delivery of the Goods and the cost of any items used or supplied in the performance of the Services.

8. PAYMENT

8.1 Unless the Purchase Order expressly provides for progress payments, the Contractor agrees to invoice 30 days after the end of the month in which the invoice was submitted after delivery of the Goods and/or completion of the Services, and receipt of a valid Tax Invoice.

8.2 Where progress payments are to be made, the Contractor must submit a Tax Invoice to TEi at the end of each calendar month (or other period expressly specified in the Purchase Order) for the Goods delivered, and/or Services performed by the Contractor in the invoice period.

8.3 All invoices issued by the Contractor to TEi must include:

- (a) a valid Purchase Order number;
- (b) detailed description of the Goods delivered or the Services performed including date and time;
- (c) an individual reference number for the invoice for TEi to quote with remittance of the payment; and
- (d) all supporting documentation to substantiate and verify the amounts invoiced by the Contractor.

8.4 TEi is not obliged to approve any invoice submitted by the Contractor and may withhold approval and/or money due to the Contractor if the Goods and/or Services (or any part of them) are Defective, short supply, not delivered (no proof of delivery)

8.5 Subject to clause 8.4, TEi will pay the rendered invoices thirty (30) days after the end of the month in which the invoice was submitted, except where:

- (a) the Contractor is in breach of the terms and conditions of the Purchase Order; or
- (b) TEi disputes the invoice, in which case:
 - i. TEi may pay the undisputed part of the relevant invoice (if any) and dispute the balance; and
 - ii. if the resolution of the dispute determines that TEi are to pay an amount to the Contractor, TEi will pay that amount as soon as practicable after resolution of that dispute.

8.6 The Contractor must submit invoices to TEi in accordance with TEi's directions regarding invoicing. Invoices must be emailed to admin@tei.com.au, and marked "ATTENTION ACCOUNTS PAYABLE" or alternatively a hard-copy can be mailed to P O Box 7662, Garbutt Qld 4814.

8.7 TEi may reduce any payment due to the Contractor under this Purchase Order by any amount which the Contractor must pay TEi, including costs, charges, damages and expenses and any debts owed by the Contractor to TEi on any account whatsoever. This does not limit the TEi's right to recover these amounts in other ways.

9. PLANT AND EQUIPMENT

9.1 Unless specified otherwise, the Contractor must supply, at its own expense, all labour, plant, equipment, tools, appliances, or other property and items required to fulfil the Contractor's obligations under the Purchase Order.

TEi SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

- 9.2 Any plant, equipment, tools, appliances or other property and items that TEi provide to the Contractor to enable the Contractor to complete the Purchase Order remains TEi's property and must only be used for the purposes of fulfilling the Contractor's obligations under this Purchase Order. The Contractor is responsible for ensuring that all TEi property utilised under this clause is maintained in good order and condition. The Contractor is responsible for and must compensate TEi for any loss or damage to, the property, subject to fair wear and tear.

10. DEFECTIVE GOODS

- 10.1 TEi may, at its option, either return for credit or refund or require prompt correction or replacement of the defective or non-conforming article or part thereof. Return to the Contractor of any defective or non-conforming items and delivery to TEi of any corrected or replaced items will be at the Contractor's expense.

11. INSPECTION

- 11.1 The Contractor must keep TEi fully informed on all aspects of delivery of the Goods and/or performance of the Services, as required by TEi from time to time.
- 11.2 Without additional charge, the Contractor must provide to the TEi, upon request:
- (a) copies of all technical materials relating to the Goods and/or Services;
 - (b) progress reports setting out, in such detail as TEi request, the different stages of design, manufacture and testing of the Goods and/or Services; and
 - (c) a detailed program for the projected supply of the Goods and/or Services.
- 11.3 At all reasonable times, TEi has the right to:
- (a) inspect, examine and witness tests on the Goods or performance of the Goods;
 - (b) inspect, examine and witness tests on any Services or their results; and
 - (c) carry out site inspections
- at the Contractor's (including any sub-contractor's) premises.
- 11.4 The Contractor agrees to ensure that TEi is provided with access to the Contractor's premises and that all facilities required for TEi to inspect, examine and witness the testing of the Goods and/or Services are made available to the TEi.
- 11.5 The Contractor agrees to provide TEi at least ten (10) days notice of the date when any part of the Goods or the Services is to be completed and is ready for review, inspection, examination or witnessing of testing.
- 11.6 If, TEi is not satisfied that the Goods and/or Services will comply in all respects with the Purchase Order, and TEi provides written notification to the Contractor outlining the issues, the Contractor agrees to take such steps as are necessary to ensure compliance with the Purchase Order.
- 11.7 The review or approval by TEi of any work or of any designs, drawings, specifications or other documents prepared under does not relieve the Contractor of any of its obligations under this Purchase Order nor excuse or constitute a waiver of any defects or nonconformity's in any items furnished under this Purchase Order, or change, modify or otherwise affect any of the provisions of this order, including but not limited to the Prices and delivery schedules.
- 11.8 All Goods and/or Services are also subject to final inspection and acceptance at TEi's nominated delivery point notwithstanding any payments or prior inspections. Such final inspection will be made within a reasonable time after delivery.
- 11.9 Any inspection or test performed by TEi does not relieve the Contractor from any of its responsibilities or obligations under this Purchase Order in relation to the provision of the Goods and/or Services. The exercise of TEi's rights set out in these clauses will not prejudice any other rights and remedies which TEi may have in relation to the Goods and/or Services.

12. WARRANTY

- 12.1 The Contractor warrants that:
- (a) the Goods are free from any defect in design, performance, workmanship and makeup, and will conform with the Purchase Order; and

TEi SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

- (b) the Services and the results of the Services will conform with the Purchase Order, and be of high quality and workmanship and otherwise satisfactory

for the Warranty Period.

12.2 If during the Warranty Period, any of the Goods or Services are found to be Defective, TEi may:

- (a) return the Defective Goods to the Contractor, for either replacement or refund;
- (b) reject the Defective Services, and request the Contractor to either re-perform the defective service or refund any monies paid for the defective service;
- (c) repair or make good the Defective Goods; or
- (d) re-perform or make good the Defective Services.

12.3 Subject to the decision by TEi in clause 12.2, The Contractor must:

- (a) repair or replace the Defective Goods;
- (b) re-perform or make good the Defective Services; or
- (c) reimburse TEi for any expenses incurred in repairing, re-performing or making good (as the case may be) any Defective Goods or Services,

at the Contractor's cost, if requested to do so by TEi.

12.4 Any repairs or replacement Goods, or re-performance of Services, provided by the Contractor under this clause will be subject to the same warranty as the original Goods, from the date of repair or replacement.

13. INTELLECTUAL PROPERTY

13.1 The Contractor must furnish all engineering, trade, technical and other data and documents relevant to the Goods and/or Services supplied. The Contractor must ensure that TEi is granted all relevant licenses to use such engineering, trade or other data. Approval of engineering or other data by TEi does not relieve the Contractor of its responsibilities.

13.2 The Contractor warrants to TEi that all Goods and/or Services supplied do not infringe upon any patent, trademark, copyright or other intellectual property rights of a third party, and that the Contractor will, at its own expense, indemnify and hold harmless TEi against any claim, demand, damages, or liability asserted against TEi on account of any claimed infringement, together with all costs (including legal costs), in connection with such infringement.

14. CONFIDENTIALITY

14.1 All information provided by TEi to the Contractor must be considered commercial in confidence, and must not be disclosed by the Contractor to any third party without the prior written approval of TEi.

14.2 Unless otherwise agreed in writing, all documents, plans, drawings, technical information, commercial information or any other sensitive information provided by TEi as part of this Purchase Order, remains the property of TEi, and must only be used by the Contractor for the purposes of performing its obligations under this Purchase Order.

14.3 Upon request from TEi, the Contractor must return all confidential information provided to the Contractor.

15. INSURANCE

15.1 Prior to commencing performance of Purchase Order, the Contractor, at its own expense, must procure and maintain all insurance relevant to the delivery of the Goods and/or Services. At a minimum such insurance coverage includes:

- (a) all risks property insurance for the Goods and for any specialised plant and equipment used in relation to the supply of the Goods against the risk of loss, damage or destruction caused by insurable risks including, but not limited to, theft, malicious damage, fire, lightning, storm and tempest for their full reinstatement or replacement value and including cover while the Goods and specialised plant and equipment are in transit or in temporary storage during the course of transit;

TEi SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

- (b) broad-form public and products liability policy written on an occurrence basis with a limit of indemnity of not less than AUD\$10 million for each occurrence, and with respect to products liability only, also in aggregate for all occurrences during the policy period, which covers your liability (including to the TEi) in respect of:
 - a) loss of, damage to, or loss of use of property; and
 - b) the injury (including disease or illness) to, death of or illness of any person,
- (c) workers compensation insurance required by law;
- (d) comprehensive motor vehicle insurance;
- (e) insurance that fully insures any injury, damage, expense, loss or liability suffered or incurred by any person engaged by you in the performance of the Purchase Order; and
- (f) any other specific insurance reasonably required by the TEi from time to time.

15.2 Upon request by the TEi, the Contractor must provide a copy of the policy of insurance, and other evidence acceptable to TEi of its currency at the date of the Purchase Order.

15.3 The Contractor indemnifies TEi and agrees to keep TEi indemnified on demand against or in respect of any claim, loss or damage suffered as a result of the breach of any provision in the policy of insurance which confers a right on the insurer to avoid the policy or to reduce the amount payable for any claim made under the policy.

15.4 In the event that the Contractor engages a sub-contractor to perform any duties or obligations associated with this Agreement, the Contractor must ensure that the sub-contractor satisfies the insurance obligations outlined in this clause.

16. INDEMNITY & LIABILITY

16.1 The Contractor is responsible for and indemnifies TEi and will keep TEi indemnified against all claims, losses and damages made against or suffered directly or indirectly by TEi or and any of its related companies to the extent that such claims, losses and damages arise from or are a consequence of:

- (a) An act or omission by the Contractor, or its employees, subcontractors or agents in the course of, or in consequence of providing the Services;
- (b) A breach of or non-compliance with the obligations of this Agreement by the Contractor, or its employees, subcontractors or agents.

except to the extent that the negligence of TEi or any of its employees, agents, contractors or consultants cause or contribute to such claims, losses and damages.

16.2 TEi's liability under this Purchase Order does not exceed the value of the Purchase Order. [FOR DISCUSSION: this might need to be revised if purchase orders are used for substantial purchases as this could potentially increase the risk exposure for TEi. If it is likely that this could be used for larger purchases (e.g. >\$100K), I would recommend not including this clause]

17. VARIATIONS

17.1 At any time by written notice, TEi may make changes in the specifications, drawings or designs, samples or other description which the Goods and/or Services are to conform, including methods of shipping and packaging or place of delivery. If such change causes an increase or decrease in the cost of or the time required for performance of any part of the work provided under this Purchase Order, the Contractor will submit a provisional adjustment to TEi for review. Any claim by the Contractor for an adjustment must be made in writing within thirty (30) days of the receipt of TEi's change notification, provided however, TEi may, in its absolute discretion receive and act upon any such claim so made at any time prior to the final payment made under this Purchase Order. Nothing in this clause excuses the Contractor from proceeding without delay to perform the Purchase Order as changed.

18. TERMINATION & CANCELLATION

18.1 TEi may terminate this Purchase Order if the Contractor:

- (a) fails to comply with any of the provisions of this Purchaser Order;
- (b) fails to remedy a breach within seven (7) days of notice of breach from TEi;

TEi SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

- (c) has made an untrue or misleading representation, warranty or statement in connection with a material aspect of the Purchase Order;
- (d) is insolvent; or
- (e) if the Contractor becomes the subject of administration, liquidation, a proceeding for relief of debtors or makes an assignment for the benefit of creditors.

18.2 The Contractor acknowledges that each and every of the events described above are deemed to be fundamental breaches of the Purchase Order, and in the event of termination, entitle TEi to full contractual damages. TEi may terminate the Purchase Order at any time by written notice for reasons of professional misconduct, professional incompetence or misrepresentation of technical skills of the Contractor.

18.3 Without affecting its right to terminate this Purchase Order under clause 17.1, TEi may for its convenience terminate this order in whole, or from time to time in part provided that TEi pays the Contractor reasonable compensation (calculated on the same basis as purchase order pricing) for work started but not completed. In the event that TEi invokes this clause, the Contractor must submit auditable details of its proposal for such reasonable compensation within seven (7) days of receiving a notice under this clause. TEi may withdraw a notice under this clause within fourteen (14) days of receiving the Contractor's compensation proposal. If the parties do not agree on compensation, and the notice is not withdrawn, either party may refer the matter to the disputes process.

18.4 Notwithstanding the other provisions in this clause relating to termination, TEi, at its option, may cancel unshipped Goods without default by either party. If the Purchase Order is for the supply of standard stock items, TEi will only be responsible for payment of goods that were shipped prior to the date of cancellation.

19. ASSIGNMENT AND SUBCONTRACTING

19.1 The Contractor is not permitted to assign or sub-contract its rights and/or obligations in relation to the Purchase Order without TEi's prior written consent (which may be withheld in TEi's absolute discretion).

19.2 Sub-contracting does not relieve the Contractor from any liability or obligation under the Purchase Order. The Contractor remains liable for the acts and omissions of any sub-Contractors, as if they were the acts or omissions of the Contractor.

20. DISPUTES

20.1 If a dispute arises out of or related to this agreement no party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief) unless it has complied with this clause.

20.2 A party to this agreement claiming that a dispute has arisen under or in relation to this agreement must give written notice to the other party specifying the nature of the dispute. On receipt of that notice by the other party the parties' representatives must endeavour in good faith to resolve the dispute expeditiously and failing agreement within seven (7) days must use informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed to by them.

20.3 If the parties do not agree within seven (7) days of receipt of the notice referred to in this clause as to the dispute resolution technique and procedures to be adopted, the time table for all steps in those procedures, and the selection of compensation of the independent person required for such a technique, then the parties must mediate the dispute and the President of the Law Society of Queensland or the President's nominee will select the mediator and determine the mediator's remuneration. The mediator will determine the procedure for the mediation.

20.4 This agreement is governed by the laws of Queensland and the parties submit to non-exclusive jurisdiction of the courts of Queensland.

21. INFORMATION

21.1 Each party is to take all reasonable steps to keep confidential the Confidential Information disclosed to it by the other party.

21.2 Drawings, data design, inventions, and other technical information supplied by TEi remains the TEi's property and must be held in confidence by the Contractor, Contractor employees (including former employees). Such information must not be reproduced, used or disclosed to others by the Contractor without TEi's prior written consent and must be returned to TEi upon completion by the Contractor of its obligations under this Purchase Order, or upon demand.

TEI SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

- 21.3 Any information which the Contractor may disclose to TEi relevant to the use or maintenance of the Goods and/or Services may be used by TEi for those purposes.

22. GENERAL

- 22.1 Any notice under this agreement may be served by hand delivery or by being forwarded by prepaid post to the address of the party specified in the Purchase Order or to such other address as may be notified in writing by the party from time to time and in the case of service by post is deemed to have been received within four days after posting. Notices may be served by facsimile transmission or e-mail and are valid if in fact received, as demonstrated by a valid transmission report or notification of delivery to the recipient's computer.
- 22.2 The rights and remedies provided by TEi are cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision does not constitute a waiver of any breach.
- 22.3 This Agreement contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties or correspondence, with respect to its subject matter. No terms stated by the Contractor in the preparation of a quotation, or accepting or acknowledging this Purchase Order will be binding upon TEi, and are not deemed to be part of the agreement between the parties.
- 22.4 This Purchase Order does not create a relationship of employment, agency or partnership between the parties.
- 22.5 Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.
- 22.6 In the event of a conflict between the terms nominated in the Purchase Order and these general terms and conditions, the Purchase Order terms will take precedence over and will be construed as varying the general terms to the extent to which the conflict exists.

23. DEFINITIONS & INTERPRETATION

23.1 Definitions:

"Business Day" means any day that is not a Saturday, Sunday or a declared public holiday in Townsville Queensland.

"Confidential Information" means all know-how, financial information and other commercially valuable or sensitive information in whatever form, which a party marks as confidential or proprietary and discloses to the other party. The following are exceptions to such information:

- a) information which is lawfully in the public domain prior to its disclosure to a party by another party;
- b) information which enters the public domain otherwise than as a result of an unauthorised disclosure;
- c) information which is or becomes lawfully available to the recipient party from a third party who has the lawful power to disclose such information to the recipient party on a non-confidential basis; and
- d) information which is rightfully known by the recipient party (as shown by its written record) prior to the date of disclosure.

"Contractor" means the party identified as either the contractor or supplier in the Purchase Order.

"Contractor Reference Document" means a delivery document, despatch note, timesheet, claim form or such other document which evidences the delivery of Goods or the performance of Services.

"Defective" means Goods and/or Services (or any aspect of them) which are not in accordance with the Purchase Order or which are damaged, deficient, defective, faulty, inadequate or incomplete.

"Delivery Address" means the place for delivery specified on the Purchase Order

"Delivery Date" means the date specified in the Purchase Order for delivery of the Goods and/or Services.

"Force Majeure" means an act of God, fire, lightning, explosions, flood, subsidence, insurrection or civil disorder or military operations, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences or authorities, strikes, lock-outs or other industrial disputes of any kind and, any other cause whether similar or not to the foregoing, outside of the affected party's control.

TEi SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

"GST" means GST as defined in the A New Tax System (Goods and Services Tax) Act 2003 as amended from time to time (GST Act) or any replacement or other relevant legislation and regulations, and words used in this paragraph which have a particular meaning in the "GST law" (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires.

"GST Amount" means any Payment (or the relevant part of that payment) multiplied by the appropriate rate of GST (currently 10%).

"Goods" means the goods, if any, described in the Purchase Order.

"Insolvency Event" means any of the following events:

- (a) the presentation of a petition or filing of an application for winding up; or
- (b) entry into liquidation (whether voluntary, compulsory or provisional) or is wound up, dissolved, enters into a scheme of arrangement with creditors, is placed under official management and/or a receiver and/or manager of any of the Contractor's assets is appointed.

"Law" means

- a) any act, regulation, statute, by-law, order, award, or proclamation whether Federal, state or local;
- b) common law or equity;
- c) authority requirements and consents, certificates, licences, permits and approvals (including any conditions in respect of those consents, certificates, licences, permits and approvals); and
- d) guidelines of authorities the Contractor is legally required to comply

"Payment" means any amount payable under or in connection with this Agreement, including any amount payable by way of indemnity, reimbursement or otherwise (other than a GST Amount) and includes the provision of any non-monetary consideration.

"Price" means the price specified in the Purchase Order, which is inclusive of all applicable costs, charges and taxes.

"Purchase Order" means the purchase order for Goods and/or Services issued by TEi to the Seller from time to time containing, amongst other things, a description of the Goods and/or Services.

"Services" means the services, if any, described on the Purchase Order.

"Site Standards and Procedures" means any standards, guidelines, rules, procedures, requirements or site specific conditions which TEi makes available to the Contractor from time to time.

"TEi" means TEi Services Pty Ltd and any of its wholly owned subsidiaries.

"Warranty Period" means the period of:

- a) in the case of Goods, twenty-four (24) months from the date of delivery or twelve (12) months from the date of installation or initial use of the Goods, whichever is sooner; or
- b) in the case of Services, twelve (12) months from which the Service was performed.

23.2 INTERPRETATION

In these Purchase Order Terms and Conditions, the following rules apply unless they are inconsistent with the context:

- (a) references to corporations include natural persons and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) references to gender include the other gender;
- (d) headings are inserted for convenience and do not affect interpretation of these Purchase Order Terms and Conditions.

TEi SERVICES PTY LTD

ACN 009 782 530

PURCHASE ORDER TERMS & CONDITIONS

- (e) references to statutes, regulations, ordinances or by-laws include all amendments, consolidations or replacements of them and all proclamations, rules, regulations, orders or notices issued under them;
- (f) if a time period referred to expires other than on a Business Day, it is extended until the next Business Day;
- (g) delivery terms in this Purchase Order are defined in the 2010 edition of 'INCOTERMS' issued by the Headquarters of the International Chamber of Commerce in Paris, France; and
- (h) if any term of this Agreement is legally unenforceable, or made inapplicable, it shall be severed and read down so as to maintain (as far as possible) all other terms of this Agreement.