

PURCHASE ORDER TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1. THE CONTRACT

- (a) The Contract:
 - (i) commences on the date that the Supplier accepts a Purchase Order or provides the Goods and/or Services, whichever earlier; and
 - (ii) ends on the Completion Date, unless terminated earlier in accordance with these Terms and Conditions.
- (b) To the extent permitted by Law, no other terms or conditions, including the Supplier's own terms and conditions (including, without limitation, those printed on a quotation, consignment note or correspondence) will apply or have any legal effect in connection with the supply of Goods and/or performance of Services, unless executed by WAI in accordance with s127 of the Corporations Act.
- (c) In the event of inconsistency, the order of precedence of documents comprising the Contract is:
 - (i) the Purchase Order, including any "Special Conditions" stated on or referenced in the Purchase Order;
 - (ii) these Terms and Conditions; and
 - (iii) any documents referenced in the Purchase Order.

2. SUPPLY OF GOODS AND/OR PERFORMANCE OF SERVICES

- (a) The Supplier must supply the Goods and/or perform the Services in accordance with the Contract.
- (b) The Supplier must ensure that it and the Supplier's Personnel, in performing the Supplier's obligations under the Contract:
 - (i) comply with all policies and procedures made available by a WAI Entity to the Supplier and any lawful direction given by a representative of WAI;
 - (ii) not interfere with the activities of any WAI Entity or any person on the Site;
 - (iii) carry out and perform its obligations under the Contract in a safe manner in a way which does not prejudice safe working practices, safety and care of property;
 - (iv) unless otherwise specified in the Contract, supply all plant, resources and equipment necessary to perform the Services; and
 - (v) provide all such information and assistance as WAI reasonably requires.
- (c) The Services must be performed by the person(s) specified to perform the Services in the Purchase Order (if any) unless otherwise agreed in writing by the parties.
- (d) The Supplier must promptly, at the request of WAI, remove or replace any of the Supplier's Personnel involved in performing Services at the Site.

3. WARRANTIES

- (a) The Supplier warrants that the Goods and/or Services will:
 - (i) in the case of Goods, be new as at the Delivery Date (unless otherwise specified in the Contract) and of merchantable quality;
 - (ii) match the description in the Purchase Order and, in the case of Goods, that shown on any packaging and labelling;

- (iii) be of the same nature and quality as any sample and/or demonstration given by the Supplier to WAI;
 - (iv) be fit for the specific purpose for which those Goods and/or Services are intended to be used as specified in the Purchase Order or any document referenced in the Purchase Order, or if no purpose is specified, for the purpose for which those Goods and/or Services would ordinarily be used;
 - (v) comply with all applicable Laws (including Corporate Social Responsibility Laws);
 - (vi) comply with all relevant standards published by the Standards Association of Australia that relate in any way to the supply of the Goods and/or Services;
 - (vii) not infringe or contribute to the infringement of any Intellectual Property Rights of any third party;
 - (viii) be free from any Defect; and
 - (ix) be delivered in a skilful and competent fashion by appropriately qualified and trained personnel.
- (b) The Supplier must ensure that WAI has the full benefit of each and any manufacturer's warranty that may be applicable to the Goods and/or Services. The Supplier must, at its cost, pursue any manufacturer's warranty on WAI's behalf (and if required by WAI, the Supplier must sign any documents as WAI reasonably requires, for WAI to secure the full benefit of that warranty (or warranties)).
 - (c) This clause 3 survives termination or expiry of the Contract.

4. DEFECTS

- (a) At any time prior to the expiry of the Warranty Period, the Supplier must, at its cost and at WAI's direction with respect to any Defect in the Goods and/or Services:
 - (i) repair the Goods or re-perform the Services;
 - (ii) remove the Goods from the Site and deliver replacement Goods to the Site;
 - (iii) un-install the Goods, remove them from the Site, make good any damage to the Site and deliver replacement Goods to the Site; or
 - (iv) refund all money paid by WAI in connection with those Goods and/or Services.
- (b) If the Supplier fails to do any of the things directed by WAI under clause 4(a) within seven days of receiving the direction (or such longer period specified by WAI), WAI may do those things or have them done by a third party, and all of the costs incurred by WAI in doing so (including costs payable to any third party) will be a debt due and payable on demand from the Supplier to WAI.
- (c) Where a Defect has been rectified under the Contract (including by way of replacement Goods or re-performed Services), the rectification work will be the subject of an additional Warranty Period commencing on the date the relevant rectification works are completed.
- (d) Nothing in this clause 4 prejudices any other right that WAI may have against the Supplier arising out of the failure of the Supplier to supply the Goods and/or perform the Services in accordance with the Contract.
- (e) This clause 4 survives termination or expiry of the Contract.

5. DELIVERY, INSPECTION AND ACCEPTANCE OF GOODS AND SERVICES

- (a) The Supplier must deliver the Goods to the Site and/or perform the Services by the Delivery Date (or if

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applicable, relevant Delivery Date). In this respect, time will be of the essence in the Contract.

- (b) The Supplier must ensure that Goods are suitably packed to avoid damage in transit or in storage, clearly marked for delivery and that a packing list which itemises the relevant delivered Goods is included in each delivered package.
- (c) As soon as the Supplier becomes aware or reasonably expects that the Goods and/or Services will not be provided by the Delivery Date (or relevant Delivery Date), without prejudice to WAI's rights under the Contract, the Supplier must immediately notify WAI in writing of that fact, the reason for the delay, and the expected duration of the delay.
- (d) WAI will provide the Supplier with access to the Site as required for the Supplier to perform its obligations under the Contract.
- (e) Acceptance of the Goods and/or Services occurs on the earlier of:
 - (i) a representative of WAI notifying the Supplier in writing that the Goods and/or Services have been accepted; or
 - (ii) with respect to Goods, the lapse of 14 days after delivery of the Goods to the Site without WAI notifying the Supplier in writing that the Goods have been rejected.
- (f) Inspection and/or acceptance of the Goods and/or Services by WAI does not constitute approval of the Goods or Services or prejudice any claim that WAI may have in connection with the Goods and/or Services.
- (g) WAI is not liable to pay for those Goods and/or Services rejected by inspection (including due to damage), or costs associated with inspection or rejection of the Goods and/or Services.

6. TITLE AND RISK

- (a) Title in the Goods will pass from the Supplier to WAI upon payment of the Price. The Supplier warrants that clear title in the Goods will be transferred to WAI without any Security Interests.
- (b) Risk in the Goods will pass to WAI on acceptance of the Goods in accordance with clause 5.

7. HAZARDOUS MATERIALS

- (a) Without limiting clause 3(a)(v), the Supplier must transport and store any Goods that contain hazardous material and/or any dangerous goods in accordance with all applicable Laws.
- (b) The Supplier must not deliver any hazardous Goods to WAI until the safety data sheet for those Goods has been provided to WAI.

8. ITEMS PROVIDED BY WAI

The Supplier agrees that all materials, drawings, specifications or equipment provided by WAI to the Supplier for use in connection with the Contract:

- (a) remain the property of WAI;
- (b) must not be made the subject of a Security Interest or passed to any third party without WAI's written consent;
- (c) must be maintained by the Supplier in good working order and condition;

- (d) may be used solely by the Supplier in connection with the supply of Goods and/or performance of the Services;
- (e) must be returned to WAI immediately on termination or following the Completion Date (whichever earliest to occur); and
- (f) if damaged or lost, must be immediately notified to WAI. At WAI's direction, the Supplier must:
 - (i) promptly make good the damage at the Supplier's expense; or
 - (ii) return the materials and equipment, in which case any costs incurred by WAI in rectifying the damage, engaging a third party to rectify the damage, or replacing the damaged items will be a debt due and payable by the Supplier to WAI on demand.

9. INVOICING AND PAYMENT

- (a) Upon acceptance of the Goods by WAI and/or completion of the Services, the Supplier must provide to WAI:
 - (i) a valid Payment Claim in respect of a Construction Contract; or
 - (ii) in all other cases, a valid tax invoice for the Price.
- (b) Each invoice or Payment Claim issued by the Supplier in accordance with clause 9(a) must comply with the GST Act and SOPA (as applicable), and include:
 - (i) a reference to the Purchase Order;
 - (ii) a detailed description of the Goods supplied and/or Services performed;
 - (iii) the Price of the Goods and/or Services, broken down to reflect any Price components in the Purchase Order;
 - (iv) the amount of any applicable GST;
 - (v) an individual reference number for WAI to quote with remittance of payment; and
 - (vi) such supporting information and documentation as WAI may reasonably require.
- (c) If the Contract is not a Construction Contract, then:
 - (i) WAI will pay the undisputed amount of the relevant invoice within 30 days from the end of the month in which the invoice is received by WAI; and
 - (ii) without limiting any other right or remedy, if WAI disputes part or all of an invoice, it may withhold payment of the amount in dispute until the dispute is resolved in accordance with clause 20.
- (d) If the Contract is a Construction Contract, then:
 - (i) within 15 SOPA Business Days of receipt of the Payment Claim, WAI may respond to the Payment Claim by giving the Supplier a schedule (**Payment Schedule**) which complies with the SOPA and indicates the amount of the payment (if any) that WAI proposes to make (the **Scheduled Amount**);
 - (ii) within two SOPA Business Days of receipt of the Payment Schedule from WAI, the Supplier must provide WAI with a valid tax invoice for the Scheduled Amount; and
 - (iii) WAI must pay the Supplier within 20 SOPA Business Days after a valid Payment Claim has been made for either: (A) the Scheduled Amount; or (B) where a Payment Schedule has not been provided, the amount stated in the Payment Claim.

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- (e) All payments by WAI will be on account only and will not be an admission that the Goods and/or Services comply with the Contract.
- (f) WAI may deduct from any amounts payable to the Supplier under the Contract, any amounts due from the Supplier to WAI under or in connection with the Contract.
- (iv) breaches any Law in connection with the supply of the Goods or Services;
- (v) suffers an Insolvency Event; or
- (vi) is convicted of a criminal offence,

in which case WAI's reasonable costs and losses directly incurred as the result of the termination are a debt due and payable to WAI on demand.

10. ASSIGNMENT AND SUBCONTRACTING

The Supplier must not:

- (a) assign or novate the Contract or assign any other right, benefit or interest under the Contract to any person or entity without the prior written consent of WAI; or
- (b) subcontract any of the Supplier's obligations under the Contract to any person or entity without the prior written consent of WAI (not to be unreasonably withheld).

- (b) WAI may terminate the Contract at any time in its discretion by giving seven days' notice to the Supplier.
- (c) If the Contract is terminated under clause 13(b), subject to WAI being reasonably satisfied that the Supplier has complied with its obligations under the Contract, WAI will pay the Supplier amounts that are properly due and payable to it for the Goods supplied and/or Services performed up until the date of termination.
- (e) If the Contract is terminated pursuant to this clause 13, the Supplier must:
 - (i) cease the supply of the Goods and/or performance of the Services; and
 - (ii) promptly return to WAI any Confidential Information, and all property and documents which WAI owns or in which WAI has an interest.
- (f) Unless expressly stated otherwise, termination of the Contract, however it may occur, does not affect the rights or obligations of a party which have accrued prior to termination.

11. INDEMNITY

- (a) The Supplier indemnifies WAI, and its directors, officers, employees, agents and contractors (each an **Indemnified Party** and together the **Indemnified Parties**) from and against any claim, loss, liability, cost, damage or expense suffered or incurred by an Indemnified Party arising out of, or in connection with, the supply of Goods or the performance of the Services including, without limitation:
 - (i) breach of any of the Supplier's obligations, warranties or representations under the Contract;
 - (ii) the misconduct or negligent act or omission of the Supplier or the Supplier's Personnel;
 - (iii) the loss of, or any damage to, any property of any person to the extent caused or contributed by the Supplier or the Supplier's Personnel;
 - (iv) the death of, or injury to any person to the extent caused or contributed by the Supplier or Supplier's Personnel; and
 - (v) the infringement of the Intellectual Property Rights of any third party.
- (b) The Supplier's liability to indemnify an Indemnified Party under clause 11(a) will be reduced to the extent that the claim, loss, liability, cost, damage or expense is directly caused by the negligent act or omission of the relevant Indemnified Party.
- (c) The rights and obligations under this clause 11(a) continue after termination or expiry of the Contract.

12. CONSEQUENTIAL LOSS

Despite any other provision in the Contract neither party is liable to the other party for Consequential Loss.

13. TERMINATION

- (a) WAI may terminate the Contract by notice to the Supplier if the Supplier:
 - (i) breaches a term of the Contract and such breach is not remedied within 14 days of notice being given to the Supplier to remedy the breach;
 - (ii) breaches clause 5(a);
 - (iii) breaches a term of the Contract that cannot be remedied;

14. INSURANCE

- (a) The Supplier must effect and maintain (at its own expense) all appropriate policies of insurance including, but not limited to the following (unless the Purchase Order specifies otherwise):
 - (i) where the Services require the Supplier to utilise a motor vehicle or plant and equipment, third party liability insurance for the use of the motor vehicle or plant and equipment of not less than \$20,000,000 for each claim and material damage cover of not less than its market value;
 - (ii) public and products liability insurance in relation to legal liability for loss of, loss of use of, damage to or destruction of real or personal property, death or bodily injury, and disease and sickness of any third party in each case in an amount of not less than \$20,000,000 for each occurrence (and in aggregate in respect of products liability);
 - (iii) workers' compensation and employers' liability insurance covering all claims and liabilities in respect of any statutory or common law liability for the death, injury or illness of or to any Personnel arising as a result of the performance of the Works; and
 - (iv) where the Services include professional services, professional indemnity insurance in an amount of not less than \$5,000,000 for each claim, such policy to be maintained for a period of seven years after completion of the Services, and in the case of insurances described under subparagraphs (i), (ii) and (iii), in respect of Services performed at the Site and unless precluded by Law, include a principal's indemnity extension and a waiver of subrogation in favour of WAI.
- (b) The Supplier must on request by WAI, promptly provide evidence, to WAI's satisfaction, that it has

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obtained and is properly maintaining the insurances required under this clause 14.

- (c) The Supplier will ensure that its subcontractors effect and maintain the same insurances and any extensions as those required by WA1 under clause 14(a).
- (d) The Supplier must ensure that, in relation to each insurance policy required to be maintained under clause 14(a), it:
 - (i) does not do or omit to do or allow to be done, any act or omission whereby any of those policies may be prejudiced, vitiated, rendered void or voidable;
 - (ii) does not cancel or materially vary the policy in a manner adverse to its obligations under the Contract, or allow an insurance policy to lapse, without the prior written consent of WA1;
 - (iii) immediately notifies WA1 of any event which may result in a policy lapsing or being cancelled or vitiated, or rendered void or voidable;
 - (iv) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect a policy or the payment of all or any benefit; and
 - (v) whenever a claim is made under a policy, pays any excess or deductible payable as a consequence.
- (e) If the Supplier fails to effect or maintain any insurances required by this clause 14, then WA1 may:
 - (i) effect and maintain those insurances;
 - (ii) pay the necessary premiums; and
 - (iii) recover from the Supplier any amounts paid under clause 14(e)(i) or (ii), until the Supplier has complied with its obligations under this clause 14.

15. GST

If GST is imposed on any supply made by the Supplier under or in connection with the Contract, the Supplier may (subject to the provision of a valid tax invoice) recover from WA1, in addition to the Price, an amount equal to the GST payable in respect of that supply.

16. CONFIDENTIALITY

- (a) The Supplier must:
 - (i) keep the Confidential Information confidential;
 - (ii) only use the Confidential Information for the purpose of supplying the Goods and/or performing the Services;
 - (iii) not disclose the Confidential Information except: (A) with WA1's prior written approval; (B) to the Supplier's Personnel to the extent necessary to supply the Goods and/or perform the Services, provided they are subject to equivalent obligations of confidentiality to this clause 16; and (C) to the extent required by Law, a government agency, or stock exchange, provided that to the extent practical prior to such disclosure the Supplier notifies WA1 with full particulars of the proposed disclosure.
- (b) This clause 16 survives termination or expiry of the Contract.

17. CREDIT FACILITY

The Supplier acknowledges and agrees that, if the Supplier agrees to provide a credit facility to WA1 (**Credit Facility**):

- (a) without limiting clause 1(b), this clause 17 takes precedence over any inconsistent terms in any documents pertaining to that Credit Facility whether executed by or on behalf of one or both parties or not (**Credit Facility Documents**);
- (b) if the Supplier wishes to withdraw the Credit Facility at any time it must give WA1 at least seven days' written notice;
- (c) despite anything included in a Credit Facility Document, no personal guarantee and/or personal indemnity granted or purported to be granted by any officer or employee of a WA1 Entity will be valid or enforceable;
- (d) the Supplier will not obtain any information or reports from credit reporting agencies or credit providers in relation to any directors, officers or employees of a WA1 Entity, in respect of those person's personal or commercial credit activities;
- (e) the Supplier must not disclose any personal information (as that term is defined in the *Privacy Act 1988* (Cth)) of any directors, officers or employees of a WA1 Entity to any third parties, including credit reporting agencies or credit providers, without the prior written consent of WA1; and
- (f) if the whole Credit Facility amount has been used by WA1 and there are invoices which have been issued by the Supplier in accordance with clause 9(a) and outstanding, the sole remedy available to the Supplier is to suspend the supply of Goods and/or performance of Services until WA1 has paid the outstanding invoices.

18. INTELLECTUAL PROPERTY

- (a) WA1 will own all Intellectual Property Rights that the Supplier or the Supplier's Personnel create in the supply of the Goods and/or performance of the Services (**Relevant Intellectual Property Rights**).
- (b) The Supplier will assign or transfer, and will procure that the Supplier's Personnel assign or transfer, all Relevant Intellectual Property Rights to WA1 and sign all such documents and do all things necessary to give effect to clause 18(a).
- (c) Each party will continue to retain sole ownership of all Intellectual Property Rights owned by that party before the Contract came into existence, or any Intellectual Property Rights acquired or developed by that party independently of the performance of the Contract (**Background Intellectual Property Rights**).
- (d) Each party grants to the other party a perpetual, non-exclusive royalty-free licence to its Background Intellectual Property Rights as far as reasonably necessary for the Supplier to perform the Contract and for WA1 to obtain the full benefit of the Goods and/or Services.
- (e) This clause 18 survives termination or expiry of the Contract.

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19. CONFLICTS OF INTEREST

The Supplier must not act in a position where the Supplier's interests are in conflict with the interests of a WAI Entity.

20. DISPUTES

- (a) If a dispute arises in connection with the Contract, a party must give to the other party a dispute notice specifying the dispute and requiring its resolution under this clause 20.
- (b) A senior representative of each of the parties must promptly meet and attempt to resolve the dispute. If the dispute is not resolved within 30 days after the notice of dispute is given to the other party, either party may commence proceedings in any court of competent jurisdiction in Western Australia.
- (c) This clause 20 does not:
 - (i) prevent a party from seeking any injunctive, declaratory or other urgent interlocutory relief; or
 - (ii) limit a party's rights under the SOPA.

21. INSIDER TRADING

The Supplier will not, and will procure that its Personnel do not (and are aware that they must not) buy, sell or otherwise deal in shares or other securities of WAI or procure another person to do so while in possession of any information of or about WAI if to do so would breach the Corporations Act, including the "Insider Trading Prohibitions" in Division 3 of Part 7.10 of Chapter 7 of the Corporations Act.

22. PROPORTIONATE LIABILITY

To the fullest extent permitted by Law, Part 1F of the *Civil Liability Act 2002* (WA) (or any similar Law of any other jurisdiction) is excluded from operation with respect to any dispute, claim, action, or any matter whatsoever, arising under, out of or in connection with the Contract.

23. GENERAL

- (a) No party may rely on the words or conduct of the other party as a waiver of any right (including a delay in the exercise of a right) unless the waiver is in writing and signed by the party granting the waiver.
- (b) Part or all of any clause of the Contract that is illegal or unenforceable will be severed from the Contract and the remaining provisions of the Contract continue in force.
- (c) The Contract may only be varied or amended in writing signed by the parties.
- (d) The parties' relationship is one of principal and independent contractor, and the Contract does not constitute any partnership, trust, agency, joint venture or employment relationship between the parties.
- (e) The Supplier acknowledges that the Contract constitutes the entire agreement between the parties and that no prior or subsequent representations or agreements whether verbal or in writing by WAI or the Supplier or any employee or agent thereof will bind the parties unless expressly set out in the Purchase Order.
- (f) No term or provision of the Contract will be construed against a party on the basis that the Contract or the

term or provision in question was put forward or drafted by that party.

- (g) The Contract is a non-exclusive contract for the supply of Goods and/or performance of Services and it does not prevent WAI from entering into other contracts for the supply or performance of the same or similar goods or services with other contractors.
- (h) The Contract is governed by the laws of Western Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia and the courts competent to determine appeals from those courts.

24. DEFINITIONS

In these Terms and Conditions:

Completion Date means the delivery of all of the Goods and/or the completion of all of the Services.

Confidential Information means the Contract and information (regardless of its form) which is disclosed directly or indirectly by WAI to the Supplier or Supplier's Personnel which is treated or designated as confidential, or which the Supplier or the Supplier's Personnel ought to know is confidential, but does not include information which is or becomes public knowledge (other than by the Supplier's disclosure in breach of the Contract).

Consequential Loss means loss of use, loss of profit, loss of production, loss of business, loss of opportunity, loss of chance, loss of goodwill, loss of business reputation, loss of access to markets or market share and liabilities to third parties arising from a breach of contract, in tort (including negligence), at law, in equity or under statute.

Construction Contract has the meaning given to that term under the SOPA.

Contract means the contract comprising the Purchase Order and these Terms and Conditions.

Corporate Social Responsibility Laws means foreign bribery laws, anti-money laundering, anti-modern slavery laws and laws dealing with the supply and/or export of sanctioned goods, services or information to foreign nationals or institutions, or the engagement in sanctioned activities, in Australia and any other jurisdiction applicable to WAI and the Supplier.

Corporations Act means the *Corporations Act 2001* (Cth).

Defect means any defect, error, damage, deficiency, fault or inadequacy in the design, performance, workmanship, quality or makeup of the Goods or Services (as applicable).

Delivery Date means the date(s) on which the Goods must be delivered by, or the Services must be performed by, as specified on the Purchase Order.

Goods means the goods to be supplied by the Supplier as described in the Purchase Order.

GST has the meaning given to that term in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*.

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Insolvency Event means, in respect of the Supplier, one of the following events:

- (a) appointment of an administrator, appointment of a liquidator, appointment of a provisional liquidator, appointment of a controller (including any receiver or receiver and manager);
- (b) insolvency, bankruptcy, winding up; or
- (c) any event analogous to an event described in paragraphs (a) or (b).

Intellectual Property Rights means all intellectual and industrial property rights, including trade marks, copyright (including future copyright), inventions, patents, designs, circuits and other eligible layouts, database rights, including any application or right to apply for registration of any of these rights.

Law means any law whether common law, equity or a law under any statute, subordinate legislation, ordinance or code.

Payment Claim means a payment claim issued in accordance with the SOPA in respect of a Construction Contract.

Price means the price for the Goods or Services (as applicable) as set out in the Purchase Order.

Purchase Order means WAI's purchase order form for the Goods and/or Services that incorporates these Terms and Conditions by reference.

Related Body Corporate has the meaning given to it in the Corporations Act.

Security Interest means any lien, mortgage, encumbrance, charge or security interest within the meaning of the *Personal Property Securities Act 2009* (Cth) or other third party right or claim.

Services means the services to be supplied by the Supplier as described in the Purchase Order.

Site means the place for delivery of the Goods or performance of the Services as specified on the Purchase Order.

SOPA means the *Building and Construction Industry (Security of Payment) Act 2021* (WA).

SOPA Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia and excludes the calendar days between 22 December and 10 January inclusive.

Supplier means the person or entity which is named as the supplier in the Purchase Order.

Supplier's Personnel means the officers, directors, employees, representatives, agents and subcontractors of the Supplier and its Related Bodies Corporate.

Terms and Conditions means these terms and conditions for the supply of goods and services under a Purchase Order.

WAI means the WAI Entity party receiving the Goods or Services and specified in the Purchase Order.

WAI Entity means:

- (a) WAI Resources Ltd (ABN 51 646 878 631); and
- (b) each Related Body Corporate of WAI Resources Ltd.

Warranty Period means a period of 24 months for Goods and a period of 12 months for Services commencing on the date of supply of the Goods or the date of the performance of the Services (and, where relevant, any additional period of time specified in accordance with clause 4(c)).