

# Standard Terms and Conditions of Purchase

## 1. Definitions

In these Terms:

**Agreement** means this agreement, comprising:

- (a) the Purchase Order;
- (b) these Standard Terms and Conditions of Purchase; and
- (c) any attachments or annexure specifically referred to in the Purchase Order except any contractual terms or conditions in any Supplier documentation as set out in sub-clause 2.3.

**Company IP** has the meaning given to it in clause 13.3.

**Consequential Loss** means:

- (a) loss of profits and revenue; and
- (b) loss of production.

**Defective** means Products or Services or both (or any aspect of them) which are not in accordance with clause 10.

**Delivery Address** means the place for delivery specified on the Purchase Order.

**Date for Completion** means the date specified on the Purchase Order by which the Products are to be delivered to the Delivery Address or the Services are to be completed.

**Dispute Notice** has the meaning given to it in clause 19.1.

**Force Majeure Event** means an event of force majeure as defined at law, and includes but is not limited to:

- (a) causes beyond Grosvenor's reasonable control resulting in it being unable obtain necessary labour, materials components or manufacturing facilities;
- (b) acts of God, acts of the Customer, acts of civil or military authority, priorities, fire, strikes or other labour disturbances, floods, cyclones, epidemics, war, riots, delays in transport or car shortages;
- (c) epidemic, pandemic, or quarantine by order of any authority or any other event that is a public health risk as defined by the International Health Regulations published by the World Health Organization;
- (d) a state of disaster or state of emergency is declared, an evacuation order (or equivalent) is issued by an authority, or any other act of or declaration by the government made in respect of the events described in (a), (b), or (c) above; or
- (e) any other event or circumstance which is: (i) beyond the control of Grosvenor; (ii) prevents the performance of Grosvenor's obligations under the Agreement; and (iii) cannot be reasonably foreseen, prevented, overcome or remedied by the exercise by Grosvenor of a reasonable standard of care and diligence.

**Grosvenor** means Grosvenor Engineering Group Pty Ltd (ACN 003 608 795) or its Related Bodies Corporate named in the Purchase Order, as the case may be.

**GST** has the meaning given to that term under the *A New Tax System (Products and Services Tax) Act 1999* (Cth) or the *Products and Services Tax Act 1985* (NZ) and any amendments or successor legislation as the case may be.

**Intellectual Property** means any intellectual or industrial property whether protected by statute, at common law or in equity, including any patent, invention, copyright, or design right (whether or not registrable), in any design, specification, process, technique, software, know how, trade secret, technical information, financial information, business method and confidential information.

**Law** means:

- (a) Commonwealth, State and local government legislation including regulations, by-laws, orders, awards and proclamations;

- (b) common law and equity;
- (c) government or delegated authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- (d) guidelines of any government or delegated authority with which the Supplier is legally required to comply.

**Loss** means any loss (including but not limited to direct loss, indirect loss, consequential loss, loss of anticipated profits or loss of business opportunity or both loss of anticipated profits and loss of business), liability, damage (including but not limited to any damages or compensation or any damage to reputation and damage to property), cost or expense (including legal costs on a full indemnity basis) of whatever kind and however it arises.

**Products** means the products, if any, described on the Purchase Order.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) or the *Personal Property Securities Act 1999* (NZ) and any amendments or successor legislation as the case may be. Any reference to any particular part or section of the *Personal Property Securities Act 2009* (Cth) shall be taken to refer to the equivalent part or section of the *Personal Property Securities Act 1999* (NZ).

**Price** means the price payable for the Products or Services as set out in the Purchase Order which is exclusive of GST, but is inclusive of all other costs and charges.

**Purchase Order** means any document or documents that describe or refer to the Products or Services or both issued by Grosvenor to the Supplier from time to time.

**Related Bodies Corporate** is defined in Section 9 of the *Corporations Act 2001* (Cth) or is the same as a related company as defined in section 2 of the *Companies Act 1993* (NZ) as applicable and as defined in any amendments or successor legislation.

**Security Interest** has the meaning given to it in the PPSA.

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

**Supplier** means the party identified as such in the Purchase Order.

**Supplier IP** has the meaning given to it in clause 13.4.

**Terms** means these Standard Terms and Conditions of Purchase as amended from time to time.

**Warranty Period** means:

- (a) in the case of the Products, the manufacturer's warranty of the Products unless otherwise agreed in writing between Grosvenor and the Supplier as set out in the Purchase Order; or
- (b) in the case of the Services, the period of [twelve (12)] months from the date of completion of the Services.

## 2. Supply of Products and Services

- 2.1 The Supplier may accept the Purchase Order in writing, by its actions or by conduct, including but not limited to the Supplier's indication or actions to supply the Products, the Services, or both (as the case may be). If the Supplier indicates to Grosvenor that the Supplier will supply the Products, the Services, or both (as the case may be) or proceeds to supply supply the Products, the Services, or both (as the case may be), the Supplier shall be deemed to accept the Purchase Order and the Terms.
- 2.2 In consideration of the Price, the Supplier agrees to supply to Grosvenor the Products or perform the Services or both in accordance with the Agreement.
- 2.3 To the extent the Supplier's terms and conditions are supplied with the Products or Services (including as printed on consignment notes or other documents), by proceeding to supply Grosvenor with the Products or performing the Services or either action, the Supplier agrees that those terms and conditions will be of no legal effect and will not constitute part of the agreement between Grosvenor and the Supplier in respect of the

Products or Services (even if any representative of Grosvenor signs those terms and conditions or annexes those terms and conditions to the Purchase Order).

2.4 Where the Purchase Order relates to Products or Services or both Products and Services which are the subject of a contract between the Supplier and Grosvenor, the terms of the Purchase Order apply to the extent of any inconsistency with these Terms.

2.5 The Supplier must, in supplying the Products or performing the Services:

- (a) not unduly interfere with Grosvenor's activities or the activities of any other person at the Delivery Address;
- (b) be aware of and comply with and ensure that the Supplier's employees, agents and contractors are aware of and comply with:
  - (i) all applicable Laws;
  - (ii) all site standards, rules and procedures, to the extent that they are applicable to the supply of the Products or the performance of the Services by the Supplier; and
  - (iii) all lawful directions and orders given by Grosvenor's representative or any person authorised by Law to give directions to the Supplier;
- (c) ensure that the Supplier's employees, agents and contractors entering premises on which they are to supply the Products or perform the Services perform 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 Grosvenor reasonably requires in connection with any statutory or work place health and safety investigation in connection with the supply of the Products or the performance of the Services;
- (e) on request by Grosvenor, provide to Grosvenor and its employees, agents and consultants 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 or metering,

in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under the Agreement.

2.6 Grosvenor shall be entitled to cancel or terminate a Purchase Order by giving written notice to the Supplier at any time:

- (a) prior to the delivery of the Products or the supply of the Services; or
- (b) if the Products or the Services (or both) are not supplied in accordance with the Purchase Order.

### 3. Delivery

3.1 The Supplier must deliver the Products to the Delivery Address.

3.2 The Supplier must ensure that the Products are suitably packed to avoid damage in transit or in storage.

3.3 Packages must be accompanied by a delivery note specifying the Purchase Order number, item number, destination, contents, quantity and date.

3.4 The Supplier must keep Grosvenor informed of any delays or other matters which may affect the delivery of the Products.

3.5 In the event of any changes to the Products or to the availability of the Products, the Supplier must notify Grosvenor of such changes in writing as soon as possible and Grosvenor shall be entitled to decide whether to proceed with the order under the relevant Purchase Order.

### 4. Time for Performance

4.1 The Supplier must complete the delivery of the Products to the Delivery Address, or complete the performance of the Services, by the Date for Completion.

4.2 Unless otherwise expressly agreed in writing by Grosvenor, time shall be strictly of the essence in relation to performance of this Agreement by the Supplier.

4.3 In the event of any delay in the delivery of the Products and/or in the performance of the Services, Grosvenor (in its sole and absolute discretion) shall be entitled to:

- (a) to cancel or terminate a Purchase Order by giving written notice to the Supplier at any time;
- (b) suspend any payments in relation to the Products and/or Services until such time the Products are delivered or the Services are performed, or both; and
- (c) engage other party to deliver the Products or to perform the Services, or both, and the Supplier shall bear all costs and expenses incurred by Grosvenor arising out of such engagement.

### 5. Work Health and Safety

5.1 The Supplier must ensure the health and safety of all persons at the Delivery Address at all times when supplying the Products or Services, or both.

5.2 The Supplier:

- (a) must comply and ensure that its employees, subcontractors and agents comply with all relevant work health and safety Laws;
- (b) must provide all necessary training and safety equipment to its employees, subcontractors and agents;
- (c) must provide to Grosvenor a safety plan and safe work method statements (including risks assessment) and any other information or statement required by Grosvenor before provision of the Services (if required by Grosvenor);
- (d) warrants that it is familiar with and has the capability and resources to comply with all relevant work health and safety Laws;
- (e) must perform all relevant functions and fulfil all relevant duties under all relevant work health and safety Laws;
- (f) must comply with Grosvenor's or Grosvenor's customer's work health and safety policies and procedures to the extent they are not inconsistent with all relevant work health and safety Laws;
- (g) must ensure that its employees, subcontractors and agents use appropriate personal protective equipment at all times while carrying out the Services;
- (h) must comply with the Safe Work Australia Model Codes of Practice, Australian Standards and other relevant codes of practice;
- (i) must ensure that each of its employees, subcontractors and agents has completed all of Grosvenor's safety induction modules as required by the RapidGlobal Software compliance program or any other induction modules required by Grosvenor within the two (2) years preceding the provision of the Services;
- (j) must ensure that each of its employees, subcontractors and agents has completed all Grosvenor's customer's safety induction at the site or Delivery Address where the Services are being performed within the two (2) years preceding the provision of the Services; and
- (k) must immediately notify Grosvenor of any accident, incident or dangerous occurrence relating to the Services as soon as the Supplier becomes aware of such accident, incident or occurrence.

5.3 Grosvenor requires that the Supplier will at all times identify and exercise all necessary precautions for the health and safety of all persons, including but not limited to the Supplier's employees, Grosvenor's employees and members of the public who may be affected by supply of the Products or Services (or both).

## 6. Title and Risk

- 6.1 Title in the Products passes to Grosvenor on acceptance of the Products by an authorised representative of Grosvenor or upon part or full payment of the Price, whichever occurs earlier.
- 6.2 Risk in the Products passes to Grosvenor when the Products are delivered in accordance with clause 3 and the Products are acknowledged as received by Grosvenor's authorised representative.
- 6.3 Notwithstanding that title in the Products has or has not passed to Grosvenor, Grosvenor and the Supplier agrees that:
- a part payment of the Products gives rise to a Security Interest in the Products; and
  - Grosvenor may register a Security Interest under the PPSA in respect of the Products to be supplied and the Supplier agrees to do all things reasonably required to assist Grosvenor to effect such registration.
- 6.4 Under no circumstances shall the Supplier register any security interest against Grosvenor. In particular:
- no representative of Grosvenor is authorised to agree to the provisions of section 115 of the PPSA;
  - the Supplier must provide Grosvenor with any and all notices with respect to the PPSA.
- 6.5 The parties agree that clause 6.4 is a material term of these Terms. If the Supplier breaches clause 6.4, Grosvenor shall be entitled to immediately terminate any and all agreements that it may have with the Supplier. The Supplier shall indemnify Grosvenor against any costs and damages that Grosvenor may incur in respect of such termination.
- 6.6 Neither party may disclose information of the kind referred to in section 275(1) of the PPSA and this clause constitutes a confidentiality agreement within the meaning of section 275(6) the PPSA.

## 7. Price

- 7.1 Grosvenor will pay the Supplier the Price for the Products or the Services or both, as applicable within thirty (30) days of receipt of a valid tax invoice from the Supplier.
- 7.2 The Price is inclusive of all costs incurred by the Supplier in the supply of the Products or the performance of the Services or both, including all charges for packing, insurance and delivery of the Products and the cost of any items used or supplied in the performance of the Services.
- 7.3 The Price cannot be varied unless agreed by the parties in writing.
- 7.4 The Price is inclusive of all taxes and duties, except GST.

## 8. GST

- 8.1 The Supplier must:
- be registered for GST;
  - remain registered for GST for the duration of the Agreement; and
  - immediately give written notice to Grosvenor of any changes to, or cancellation or revocation of the Supplier's GST registration.
- 8.2 If GST is imposed on any supply made by the Supplier under or in connection with a Purchase Order, the Supplier may recover from Grosvenor, in addition to the Price, an amount equal to the GST payable in respect of that Supply.
- 8.3 The Supplier must first provide Grosvenor with a valid tax invoice before the Company will pay the GST amount to the Supplier.

## 9. Invoicing / Payment

- 9.1 Upon delivery of the Products or completion of the Services or both as applicable, the Supplier will provide to Grosvenor a valid tax invoice which will include the information set out in clause 9.2.
- 9.2 The Supplier's tax invoice must include the following details:
- a reference to the Purchase Order;
  - a detailed description of the delivered Products or performed Services, including the date of delivery or period of Service or both

if applicable in respect of which the invoice relates and the relevant quantity;

- an individual reference number for Grosvenor to quote with remittance of payment;
  - the Price relating to the Products or Services or both, as applicable, broken down to reflect the same Price components on the Purchase Order; and
  - the amount of any applicable GST.
- 9.3 Grosvenor will pay all tax invoices that comply with clause 9.2 in accordance with Law or, where not specified by Law, in accordance with Grosvenor's policy except where Grosvenor disputes the invoice, in which case:
- Grosvenor may withhold payment of the disputed amount pending resolution of the dispute; and
  - if the resolution of the dispute determines that Grosvenor must pay an amount to the Supplier, Grosvenor must pay that amount upon resolution of that dispute.
- 9.4 Grosvenor may reduce any payment due to the Supplier under the Agreement by any amount which the Supplier must pay Grosvenor including costs, charges, damages and expenses and any debts owed by the Supplier to Grosvenor on any account whatsoever. This does not limit Grosvenor's right to recover those amounts in other ways.

## 10. Quality

- 10.1 The Products or Services or both must match the description referred to in the Purchase Order or the quality and the description represented by the Supplier, whichever is first in time.
- 10.2 If the Supplier gave Grosvenor a sample of the Products or a demonstration of the Services, the Products or Services or both, as applicable must be of the same nature and quality as the sample or demonstration given.
- 10.3 The Products or Services or both, as applicable must be fit for the purpose for which such Products or services are commonly supplied or bought and for any other purpose Grosvenor expressly specifies in the Purchase Order.
- 10.4 The Products must be of acceptable quality, safe and free from defects, acceptable in appearance and finish, do all things that the Products are ordinarily used for, and unless otherwise specified in the Purchase Order, must be new.

## 11. Warranty Period

- 11.1 If, during the Warranty Period, any of the Products or Services are found to be Defective, Grosvenor may:
- return the Defective products to the Supplier;
  - reject the Defective services;
  - require the Supplier to repair or to make good the Defective products; or
  - require the Supplier to re-perform or to make good the Defective services.
- 11.2 The Supplier must:
- repair or replace the Defective products;
  - re-perform or make good the Defective services; or
  - reimburse Grosvenor for any direct expenses incurred in repairing, re-performing or making good (as the case may be) any Defective products or services should the Supplier decline or fail in its obligations to do so,

at the Supplier's cost, if requested to do so by Grosvenor.

- 11.3 The provisions relating to any Warranty Period or Defective Products or Services or both shall be in addition to and without limiting any conditions or warranty expressed or implied by statute or common law or otherwise howsoever and in particular, without limiting the generality of the foregoing, the Supplier's liability under the Agreement shall be in addition to any condition or warranty in Grosvenor's favour implied by statute or common law as to the quality or the fitness for any particular purpose of the works and each part thereof.

## 12. Confidentiality

- 12.1 Each party must not, and must ensure that its subcontractors do not, divulge to third parties any information relating to the Products or Services or both, as applicable (including Intellectual Property), the other party or the supply to Grosvenor by the Supplier, unless and until such information is within the public domain (other than by a breach of this clause) or express prior written consent has been given by the relevant party.
- 12.2 The Supplier shall indemnify Grosvenor and keep Grosvenor indemnified from and against all liabilities, losses, damages, actions, suits, proceedings, claims, costs (including legal costs) and expenses arising from any breach of this clause 12 by the Supplier whatsoever.

## 13. Intellectual Property

- 13.1 The specifications, drawings, technical instructions or any other documentation whatsoever issued to the Supplier by Grosvenor during tendering and at the time of establishing this Agreement will remain the exclusive property of Grosvenor and are to be kept strictly confidential.
- 13.2 The Supplier warrants that:
- the Products supplied or Services performed by the Supplier or both and the licence granted by it to Grosvenor do not infringe any Intellectual Property rights of any third party; and
  - the Products supplied or Services performed or both are not subject to any Intellectual Property rights of any third party that in any way restrict the rights of Grosvenor or its customers to use or sell the same.
- 13.3 The Supplier agrees that title in all (present and future) Intellectual Property created, discovered or coming into existence as a result of, for the purposes of or in connection with the supply of the Products or performance of the Services or both under the Agreement (other than any improvements, modifications or additions to any pre-existing Supplier IP as defined in clause 13.4 below) shall vest exclusively in Grosvenor upon its creation (**Company IP**).
- 13.4 Grosvenor acknowledges that the Supplier remains the owner of all Intellectual Property created, discovered or coming into existence other than as a result of, for the purposes of or in connection with the supply of the Products or performance of the Services or both, as applicable (**Supplier IP**).
- 13.5 The Supplier grants Grosvenor a non-exclusive, royalty free, irrevocable licence to use all Supplier IP to the extent necessary to enable Grosvenor to exercise its rights in the Company IP.

## 14. Indemnity

- 14.1 The Supplier will indemnify Grosvenor and keep Grosvenor indemnified from and against all Loss arising from or in connection with:
- injury to (including illness or disability), or death, of any persons; and
  - loss or destruction of or damage to or loss of use of any property, caused or contributed to by an act or omission of the Supplier or its directors, officers, employees, agents or contractors or by any breach of this Agreement (including any breach of a warranty),

except to the extent and the proportion that it has been caused or contributed to by the willful default or unlawful or negligent act or omission of Grosvenor.

## 15. Force Majeure

- 15.1 A party will not be liable for any delay or failure to perform any of its obligations under the Agreement (other than an obligation to pay money) if as soon as possible after the beginning of a Force Majeure Event affecting the ability of the party to perform any of its obligations under this Agreement, it gives a notice to the other party that complies with clause 15.3.
- 15.2 The Agreement will be suspended in the event and for the period of the Force Majeure Event, provided that each parties' respective obligations contained in this clause 15 are complied with.
- 15.3 A notice given under clause 15.1 must:
- specify the obligations that the Party cannot perform;

- fully describe the Force Majeure Event;
- estimate the time during which the Force Majeure Event will continue; and
- specify the measures proposed to be adopted to remedy or abate the Force Majeure Event.

- 15.4 Any amendment to the Date for Completion is the Supplier's sole remedy for any delays resulting from the Force Majeure Event where the Supplier is the affected party and the Supplier is not entitled to any increase in the Price or any damages, costs or expenses in connection with the Force Majeure Event.

## 16. Breach and Termination

- 16.1 Grosvenor may terminate this Agreement:
- at its absolute discretion by giving the Supplier seven (7) days written notice; or
  - in the event that the Supplier is in material default of any of the terms of the Agreement for any reason (including insolvency) by written notice with immediate effect:
    - where there is a breach of clause 6.4;
    - where the default is not capable of remedy; or
    - where the default is capable of remedy, but the Supplier fails to remedy such default, within fourteen (14) days of a written notice from Grosvenor (or such other time as the Company may agree at its absolute discretion, provided that such time is not less than fourteen (14) days).
- 16.2 In the event that Grosvenor terminates the Agreement in accordance with sub-clause 16.1, then subject to any other rights of Grosvenor under the Agreement, Grosvenor may, at its sole discretion:
- pay for the Products delivered or Services provided by the Supplier in accordance with the Agreement prior to the date of termination; or
  - reimburse the Supplier for the cost of materials the Supplier reasonably ordered prior to the date of termination for the purpose of providing the Products and or performing the Services and which the Supplier is legally liable to accept and cannot otherwise utilise, but only if the materials are delivered to the Delivery Address and have become Grosvenor's property.
- 16.3 If Grosvenor makes any payment in accordance with clause 16.2, the Supplier shall not otherwise be entitled to any other compensation for any Loss, including without limitation, anticipated profits, incurred as a result of a termination of the Agreement under this clause.
- 16.4 Notwithstanding any other clause of the Agreement, if Grosvenor terminates this Agreement pursuant to clause 16.1(b), the provisions of clause 16.2(a) and 16.2(b) shall not apply.

## 17. Insurances

- 17.1 The Supplier must at all times during the performance of this Agreement effect and maintain the following insurances:
- public liability insurance for at least \$20 million for any one event and unlimited in the aggregate and products liability insurance for at least \$10 million for any one event and in the aggregate, which shall contain a principal's indemnity extension in favour of Grosvenor for liability to any third party arising out of the performance of the Agreement by the Supplier;
  - where the Purchase Order provides for the provision of professional services, professional indemnity insurance;
  - where the Purchase Order provides for the provision of Services, workers' compensation insurance as required by Law which shall contain a principal's indemnity extension for both statutory liability and common law liability in favour of Grosvenor and its respective officers and employees, and shall further contain a waiver of subrogation in favour of Grosvenor and its respective officers and employees;
  - where the Purchase Order provides for the provision of cyber technology or services, cyber insurance; and
  - any other insurances required by Law.

17.2 When requested, the Supplier shall provide copies of certificates of currency of the above insurances.

## 18. Limitation of Liability

18.1 Despite any other provision of the Agreement but subject to clauses 18.2 and 18.3, and to the maximum extent permitted by Law, Grosvenor's overall liability:

- (a) under, or arising out of, or in connection with the Agreement;
- (b) otherwise at law or in equity including:
  - (i) by statute to the extent permitted by law; or
  - (ii) in tort for negligence or otherwise;
  - (iii) on any other basis whatsoever,
 shall not exceed 100% of the Price.

18.2 Notwithstanding any other clause of the Agreement but subject always to clause 18.1, neither party shall be in any way liable to the other party, including by way of indemnity, for Consequential Loss.

18.3 The limitation of liability referred to in clause 18.1 and 18.2 does not apply to, and Grosvenor shall not be responsible for, any liability for:

- (a) loss caused or contributed to by the Supplier, its directors, employees, or sub-contractors that is:
  - (i) covered by a policy of insurance under which the Supplier is an insured party and which it is required to effect under the Agreement; or
  - (ii) which, but for an act or omission of the Supplier (including in respect of its disclosure obligations to any insurer), would have been covered by a policy of insurance under which the Supplier is an insured which it is required to effect under the Agreement;
- (b) loss arising from the death of or personal injury to any person, or loss or damage to any property, caused or contributed to by the Supplier, its directors, employees, agents or subcontractors;
- (c) loss arising from any criminal acts, willful misconduct or fraud by the Supplier, its directors, employees, agents or subcontractors or by any person for whose acts or omissions the Supplier is vicariously liable;
- (d) loss arising from conduct of the Supplier which is repudiatory of the Agreement as a whole;
- (e) loss arising from liability which, by law, the Supplier cannot contract out of; or
- (f) loss arising from a breach of confidentiality or intellectual property by the Supplier.

## 19. Dispute Resolution

19.1 If a Dispute arises, either party may give the other party a written notice of the Dispute identifying and providing details of the Dispute (**Dispute Notice**) by email or by registered post.

19.2 Within seven (7) days of receipt of a Dispute Notice, representatives of the parties having authority to bind the parties shall confer to seek to resolve the Dispute. In the event of any doubt, the representatives who have the authority to bind the party shall be the Chief Executive Officers

(or equivalent) of the parties. All aspects of such conference(s) shall be subject to "without prejudice" privilege.

19.3 Neither party may commence any court proceedings prior to complying with clauses 19.1 and 19.2.

19.4 Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this Agreement.

## 20. Assignment and Sub-Contracting

20.1 Grosvenor may assign, transfer or novate its rights and/or obligations under the Agreement to a third party without the Supplier's prior written consent.

20.2 The Supplier must not assign, transfer or novate its rights and/or obligations under the Agreement without Grosvenor's prior written consent.

## 21. General

21.1 If any provision or part of any provision of the Agreement is unenforceable, the parties agree that such unenforceability shall not affect any other part of such provision or any other provision of the Agreement.

21.2 The Supplier acknowledges and agrees that the Supplier supplies the Products or Services, or both, to Grosvenor as an independent contractor. The Agreement does not create a partnership, agency, fiduciary, employment or other relationship between Grosvenor and the Supplier.

21.3 Grosvenor may alter, amend, revise or change any terms of the Agreement with reasonable notice given to the Supplier of any such alteration, amendment, revision or change. If the Supplier proceeds to deliver the Products or to supply the Services, or both, to Grosvenor, the Supplier shall have accepted such alteration, amendment, revision or change in the terms of the Agreement. The Agreement (as amended from time to time) shall apply to all Products or Services, or Products and Services, supplied by the Supplier to Grosvenor and shall comprise the entire agreement between the parties notwithstanding any other terms and conditions which may be supplied by the Supplier.

21.4 Any waiver by Grosvenor of strict compliance with any provision of the Agreement shall not be effective unless in writing and signed by an authorised officer of Grosvenor.

21.5 Where the delivery of Products or the supply of Services are supplied in Australia, the Agreement shall be governed by and construed in accordance with the laws in force in New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia. Where the delivery of Products or the supply of Services takes place in New Zealand, this Agreement shall be governed by and constructed in accordance with the laws in force in New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand. In the event of any doubt as to the governing law or applicable jurisdiction, the laws of New South Wales, Australia and the courts of New South Wales shall apply.

21.6 No provision of the Agreement shall be construed adversely against one party solely on the basis that that party was responsible for the drafting of that provision.