1. The Supplier (you) shall be liable to the Contractor identified in the Purchase Order provided, together with any subsidiary (within the meaning of Section 46 of the Corporations Act 2001) of Johns Lyng Group Limited (ACN 620 466 248) (**Related Entity**)

2. The Supplier shall supply and deliver the goods and materials (Goods) and/or perform the services and works (Services) specified in the Purchase Order upon receipt of the Purchase Order from the Contractor or as otherwise directed by the Contractor. The Supplier must perform the Services at and delivered the Goods to the project site stated in the Purchase Order or notified by the Contractor (Site) or other places specified by the Contractor.

3. By proceeding with the works in connection with the Goods and Services (Works), the Supplier accepts these terms and conditions and the Purchase Order, including the price set out in the Purchase Order (Price). The Purchase Order and these terms and conditions constitute an agreement between the parties (Agreement).

Completion and Payment

4. The Supplier must supply and deliver the Goods to the Contractor at the Site or other place nominated by the Contractor and/or carry out and complete the Services by the dates or the periods stated within the Purchase Order or as otherwise directed by the Contractor. Time is of the essence in the Purchase Order and these terms and conditions.

5. Delivery of the Goods shall be complete when the Contractor confirms in writing that the Goods have been delivered to the Contractor's satisfaction. The Services shall be complete when the Contractor confirms in writing that the Services are complete to the Contractor's satisfaction.

6. The Contractor:

   6.1 will not be liable for any payment whatsoever to the Supplier unless that payment is the subject of a written Purchase Order and the Supplier has supplied the Goods and/or completed the Services to the Contractor's satisfaction; and

   6.2 The Contractor may, at any time and without notice to the Supplier, set-off against moneys due to the Supplier where the Contractor or a Related Entity has a bona fide claim that there is an amount payable or may be payable in the future from the Supplier to the Contractor or a Related Entity (including liquidated damages) in connection with the Purchase Order or any other agreement between the Supplier and the Contractor or a Related Entity, or there is a debt due and payable by the Supplier to the Contractor or a Related Entity that remains unpaid by the Supplier.

7. The Supplier must supply the Goods and/or perform and complete the Services in accordance with:

   7.1 the Purchase Order and to the Contractor's satisfaction;
   7.2 applicable legislative requirements (including, without limitation, the Building Code of Australia and Occupational Health & Safety (OHS) laws and regulations) and relevant Australian Standards in any way relating to the Goods or Services; and
   7.3 requirements of authorities having jurisdiction over the Goods and Services.

8. Subject to these terms and conditions, the Supplier will be paid by the Contractor within the terms stipulated on the purchase order provided that the invoice contains the following information:

   8.1 Purchase Order number;
   8.2 name of the Contractor's supervisor having control of the job;
   8.3 address of the Site;
   8.4 the Supplier's ABN number; and
   8.5 the value of the Goods and/or Services supplied and/or performed by the Supplier.

9. In the event the Contractor pays for Goods or Services that are later deemed by the Contractor to be unsatisfactory, defective or incomplete, the Contractor may deduct either the reasonable value of or the cost to rectify or complete those Goods or Services from future payments to the Supplier and any shortfall shall be a debt due and payable by the Supplier to the Contractor.

Warranties and Works

10. Without limiting any other warranties provided by the Supplier to the Contractor, the Supplier warrants that:

    10.1 it has examined and has actual knowledge of the Site and all information made available to, or provided to, or obtained by, the Supplier;

    10.2 all goods, materials and equipment supplied and used by the Supplier for the Works are suitable, new and free of defects;

    10.3 all necessary consents, permits or authorities have been, or will be, obtained in order for the Supplier to carry out and complete the Works;

    10.4 it shall at all times be suitably qualified and experienced, and will exercise due skill, care and diligence in the execution and completion of the Works;

    10.5 it shall, upon request, provide to the Contractor all documents and information necessary and incidental to the carrying out, completion and occupation (if applicable) of the Works, including, without limitation, all as-installed / built drawings and service manuals, warranties and guarantees, testing and calibration records, shop drawings, samples, and certificates of compliance;

    10.6 it shall control, carry out and bring the Works to completion in a proper and workmanlike manner so that the Works, when completed, will be free of defects, comply with all the requirements of the Agreement, and shall be fit for their intended purpose in all respects;

    10.7 it shall give the Contractor, and any other party nominated by the Contractor, access at all reasonable times to the Works;

    10.8 it shall carry out the Works pursuant to the Agreement within working hours and days as the Contractor may instruct from time to time; and

    10.9 it shall comply with all of its obligations under the Agreement.

11. Minor items and works not expressly mentioned in the Agreement but which are necessary for the due and proper performance and completion of the Works to achieve a standard of work which is fit for purpose and within a level of finish consistent with the Agreement are deemed to be included as a part of the Works and the Supplier warrants that such items and works are included in the Price and will be supplied and executed by the Supplier at its own cost.

Construction

12. Before the Supplier commences any work in respect of the Goods or Services, the Supplier warrants that is has and must have Work Cover, public liability and all other relevant insurances in place as notified by the Contractor to the Supplier.

13. The Supplier shall not proceed to carry out any Works on Site if in the Supplier's opinion the previous work on Site is unsatisfactory and unless the Contractor has issued a written instruction expressly overriding such opinion and accepting responsibility for the Works proceeding. Commencement of any Works on Site shall be evidence that the Supplier accepts all previous work on Site and requires no additional payment and that the Supplier shall be liable for any resultant or consequent defects or damage in the Works.

14. The Supplier must produce to the Contractor safe work method statements (SWMS) for all works to be carried out by the Supplier in connection with the Goods and Services prior to the commencement of and at completion of such works. If the Supplier fails to comply with any OHS laws and regulations, the Contractor may terminate the Purchase Order immediately by notice to 3 the Supplier upon which the Supplier must cease all works and/or vacate the Site.

15. The Contractor may direct when the Services are to be performed or when the Goods are to be supplied and the Supplier must co-operate with the Contractor and co-ordinate its performance of the Services and supply of the Goods with the activities of others engaged by the Contractor or on the Site and must immediately advise the Contractor if it cannot perform its obligations pursuant to the Agreement.

16. The Supplier accepts the risk of all physical conditions and artificial things on the Site and its near surrounds, including all time and cost implications and is not entitled to any extension of time, costs (including delay, disruption or prolongation costs), losses, expenses or damages arising from, relating to or in connection with any such conditions or things.

17. The Supplier must not vary (whether by increasing, decreasing or omitting) any part of the Works and/or carry out extra work except as directed in writing by the Contractor.

18. The Supplier is entitled to an extension of time for carrying out the Works as reasonably determined by the Contractor if the progress of the Works is delayed by an act, omission or default of the Contractor (including its principal, agents, or consultants).

19. The Supplier will be liable for and indemnify the Contractor against any and all claims, costs (including legal costs), expenses, losses, damages, fines, penalties or liabilities incurred by the Contractor arising from or in connection with any failure to perform the Services or supply the Goods in accordance with the Agreement or any breach of the Agreement by the Supplier.

20. The Supplier shall at all times during the provision of the Goods and Services:

    20.1 ensure that its workers, employees and contractors at all times exercise all necessary precautions for the safety of all persons engaged in the performance of the Works or otherwise on Site and the public generally and comply with all legislative requirements in respect of workplace, OHS, and environmental directions and directions of the Contractor. This includes but is not limited to all completion of site inductions for all workers and general health, safety and environmental requirements, immediate incident reporting; and

    20.2 complete all necessary OHS documentation including but not limited to safe work method statements for high risk building and construction work and daily pre start safety assessments onsite. The supplier must be fully aware of and understand safety requirements such as the provision of safety data sheets for the use of hazardous chemicals and dangerous goods. Scaffold, plant and equipment used onsite by Suppliers must be operated or installed by appropriately licenced and competent workers. Electrical equipment must be tested and tagged as per legislative requirements.

21. Title to any Goods supplied by the Supplier pursuant to the Purchase Order shall pass to the Contractor upon their delivery to the Contractor at the Site or other place nominated by the Contractor. However, the Supplier must maintain insurance for the Goods until the Supplier has completed all of its obligations under the Agreement or such other date as notified by the Contractor to the Supplier

22. The Supplier shall in the carrying out of its obligations pursuant to this Purchase Order on a daily basis clean up the Site and remove rubbish from the Site to the satisfaction of the Contractor and in line with local environmental and waste management regulations. Any failure by the Supplier to comply with the provisions of this clause 22 shall entitle the Contractor to carry out those activities at the expense of the Supplier and that expense shall be deducted from any amount owing by the Contractor to the Supplier and any shortfall shall be a debt due and payable by the Supplier to the Contractor.

23. The Supplier must not without the written consent of the Contractor or the Owner of the items referred to in this clause 23 use or install any goods, chattels, fixtures or fittings unless they are an exact match for those items they are replacing.

24. The Supplier must at all times ensure that it and its workers, employee, servants, agents and subcontractors comply with The Johns Lyng Group Supplier Code of Conduct as current from time to time and available on The Johns Lyng Group website: www.johnslyng.com.au. By accepting the

Purchase Order, the Supplier shall be deemed to have read, understood and accepted responsibility to comply with The Johns Lyng Group Supplier Code of Conduct.

Rectification

25. The Supplier must rectify all defects or omissions in the Goods or Services identified before and during the defects liability period. The defects liability period shall be 24 months commencing on the date of delivery of the Goods or completion of the Services in accordance with the Agreement.

26. If in the Contractor's opinion any aspect of the rectification work carried out by the Supplier is incomplete or requires further rectification work, the Contractor will advise the Supplier of the scope of the required rectification work and request the Supplier to provide an estimated commencement and completion date for that work.

27. If the Contractor or its client reasonably refuses to allow the Supplier carry out the rectification work by reason of the Supplier's inability to carry out that work or otherwise, another supplier/contractor may be engaged to carry out the required rectification work. Any refusal by the Contractor or its client under this clause 27 shall be at their absolute unfettered discretion.

28. The Supplier will be liable for the fair and reasonable costs of the rectification of the Supplier's Goods, Services or Works (including any costs payable to a third party supplier/contractor) incurred by the Contractor and any reasonable costs of the Contractor's client associated with temporary accommodation during the rectification works

Termination and Suspension

29. The Supplier is in default of the Agreement if:

    29.1 it fails to comply with any of its obligations under or otherwise breaches the Agreement;

    29.2 being an individual, commits an act of bankruptcy, has a bankruptcy petition presented against them or is made bankrupt; or

    29.3 being an company, is placed under official management, has a receiver, liquidator or administrator appointed to it or has a winding up order made in respect of it.

30. If the Supplier remains in default of the Agreement 3 business days after the Contractor has given it a written notice requiring the default to be remedied then, without prejudice to any other rights or remedies under the Agreement or at law, the Contractor may:

    30.1 itself or by others remedy the default, and the costs of remediation (including any administrative, supervision and legal costs on an indemnity basis, or alternatively on a standard basis) shall be a debt due and payable by the Supplier to the Contractor; and/or

    30.2 by giving a further final written notice, suspend or terminate the Agreement.

31. If the Works are suspended, then the Supplier must recommence the Works as soon as reasonably practicable following a direction by the Contractor to do so, and the Supplier shall not be entitled to make any claim against the Contractor for losses, damages or costs arising out of or in connection with such suspension.

32. The Contractor is in default of the Agreement if fails to pay the Supplier in accordance with the Agreement or is otherwise in breach of the Agreement.

33. If the Contractor remains in default of the Agreement 3 business days after the Supplier has given it a written notice requiring the default to be remedied then, without prejudice to any other rights 5 or remedies under the Agreement or at law, the Supplier may:

    33.1 by giving a further written notice, suspend the Agreement; and

    33.2 by giving a further final written notice no earlier than 10 business days after its notice of suspension, terminate the Agreement.

Dispute Resolution

34. If any dispute arises between the parties concerning the Agreement, then the parties must attempt to resolve any such dispute by the following dispute resolution procedure before resorting alternative avenues, including litigation, provided that nothing herein shall preclude a party from seeking urgent interlocutory relief from a court:

34.1 The dispute resolution procedure is as follows:

(a) if a party believes that a dispute has arisen, it must serve a dispute notice (**the dispute notice**) on the other party;

(b) the dispute notice must state that a dispute has arisen and give particulars of the dispute;

(c) within three (3) days of service of the dispute notice, a representative of each party (**the representatives**) must meet and seek to resolve the dispute;

(d) failing resolution by the representatives, the parties may jointly request the appointment of a mediator and failing agreement within seven (7) days of service of the dispute notice, either party may apply to the Institute of Arbitrators and Mediators to appoint a mediator;

(e) once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and

(f) if the dispute is not resolved within thirty (30) days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

34.2 The mediator's fees must be paid equally by the parties

34.3 If the dispute is settled, all parties must sign the terms of agreement and those terms must be final and binding on the parties.

34.4The mediation is confidential and statements made by the mediator or the parties as well as discussions between the participants to the mediation before, after or during the mediation cannot be used in any legal proceedings.

34.5 The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.

34.6 If the dispute is not resolved within 21 days of the dispute notice, and if it relates to second class claimable variations (as defined in section 10A of the Building and Construction Industry Security of Payment Act 2002 (Vic) (SOPA)), then either party must within a further 21 days, by giving written notice to the other refer the dispute to expert determination. Expert determination is to be conducted by a suitably qualified, independent expert agreed by the parties or, failing agreement within 7 days, by an expert appointed by the Institute of Arbitrators and Mediators Australia. The expert determination shall be conducted in accordance with the Institute of Arbitrators and Mediators Australia's Expert Determination Rules (as amended from time to time).

34.7 Pursuant to section 18(4) of the SOPA, the authorised nominating authority to which any adjudication application must be made is the Resolution Institute, Rialto Adjudications or 6 Building Adjudication Victoria.

Flooring

35. In the event that the Supplier carries out timber flooring works, the Supplier must carry out relevant moisture testing of the substrates and of the product to be laid prior to installation to ensure that the substrates/product are suitable for installation.

36. The Supplier must obtain the Contractor or client's approval of the installation of the floor prior to commencement in relation to type, quality, size and all other relevant criteria.

Substrates

37. The Supplier must carry out, and by performing the Works is deemed to have carried out, a thorough inspection of the substrate existing at the Site or installed by the Supplier and acknowledges and agrees that the substrates are satisfactory and that the Supplier has no claims against to Johns Lyng Group for any failure in the product after installation.

General

38. The Agreement contains the entire understanding and agreement between the parties as to the subject matter of the Agreement and all previous agreements, negotiations, warranties, understandings or representations, express or implied, in relation to that subject matter are superseded by the Agreement and have no effect, and no party shall be liable to the other party in respect of same.

39. No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Agreement or constitute any collateral agreement, warranty or understanding between any of the parties.

40. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the State of Victoria and the Federal Court of Australia and any Courts of Appeal from them. Each party waives any right it has to object to action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

41. The Supplier must not assign, sub-let or subcontract the Agreement or the Works without the Contractor's prior written consent. Any approval to assign, sub-let or subcontract will not discharge or relieve the Supplier from any liability or obligation arising out of or in connection with the Agreement and does not create or impose any obligation or liability on the Contractor. The Supplier is liable to the Contractor for the acts and omissions of any of its subcontractors, employees and agents of those subcontractors as if they were acts or omissions of the Supplier.

42. All its obligations, all warranties, representations and indemnities given by the Supplier and rights of the Contractor, arising out of or in connection with the Agreement capable of surviving termination or expiration of the Agreement, shall survive the termination or expiration of the Agreement, each constitute separate and independent obligations from its other obligations under the Agreement and are given with the intent that liability is not confined to breaches discovered prior to the date of the Agreement.

43. None of the terms of the Agreement shall be varied, amended, waived, discharged or released (including, without limitation, by an action, omission, conduct or representation) except with the Contractor's prior written consent.

44. If a provision in the Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision that shall be read down to the extent necessary to ensure that it is not. If it is not possible to read down a provision, that provision is severable without affecting the validity and enforceability of the remaining parts.

45. In the interpretation of the Agreement, no rule of construction applies to the disadvantage of a party on the basis that it prepared the documents forming part of the Agreement or any part of it.