

PURCHASE ORDER TERMS AND CONDITIONS



1 Application of Terms

- 1.1 These Terms apply to Purchase Orders issued by OGT Energy Pty Ltd (**Company**) and supplement any terms in the Purchase Order, including any document expressly incorporated into or attached to the Purchase Order (**Incorporated Terms**).
- 1.2 The Supplier's terms and conditions referenced in any quotation or other Supplier document do not form part of the contract and are not Incorporated Terms, unless:
 - (a) a complete copy of those terms and conditions was provided to the Company at the time of the quotation; and
 - (b) the Company expressly accepted those terms and conditions in writing.
- 1.3 All Supplier terms and conditions (other than Incorporated Terms) are excluded and no other terms or conditions apply to a Purchase Order.
- 1.4 Notwithstanding clauses 1.2 and 1.3, where a Purchase Order references a contract number (including for any Master Services Agreement or other written agreement between the Parties), the terms and conditions of that referenced agreement shall prevail over these Terms, the Purchase Order and any Incorporated Terms, to the extent of any inconsistency. For the avoidance of doubt, no Supplier terms and conditions (whether referenced, attached, linked, or otherwise included in a quotation or other Supplier document) shall apply unless expressly accepted by the Company in accordance with clause 1.2(b).

2 Issue of Purchase Order

- 2.1 The Supplier may confirm acceptance of a Purchase Order by signing a Purchase Order, giving notice in writing to Company, or by supplying the Goods or Services (or any part of them).
- 2.2 Upon acceptance of a Purchase Order, a separate contract for the supply of the Goods and Services specified in the Purchase Order is formed between the Supplier and Company on these Terms and any Incorporated Terms.
- 2.3 To the extent of any inconsistency or conflict between the Incorporated Terms and these Terms, the Incorporated Terms will prevail.

3 No exclusivity

- 3.1 The Supplier acknowledges that it is not the exclusive provider of the Goods and Services or any goods or services the same as or similar to the Goods and Services.

4 Supply of Goods and Services

- 4.1 The Supplier will supply the Goods, Services and Work Product in accordance with the Purchase Order, including:
 - (a) to the Delivery Address(es) and at the Point of Delivery identified in the Purchase Order;
 - (b) on or before the Delivery Date(s) and within the Delivery Times specified in the Purchase Order;
 - (c) in compliance with their Specifications; and
 - (d) in accordance with best industry practice, Australian Standards and all applicable Laws.
- 4.2 The Supplier must ensure that all Goods and Work Product delivered to Company are clearly identified and packaged so as to:
 - (a) reach the relevant Point of Delivery in an undamaged condition; and
 - (b) avoid damage during any period in storage.
- 4.3 The Supplier must supply the documentation described in the Purchase Order and any other documentation or information required to enable Company to operate, make full use of and maintain the Goods and Services.
- 4.4 Company may return excess quantities of Goods delivered to Company at the Supplier's expense.

5 Variations and cancellations

- 5.1 Company may at any time before delivery by written notice to the Supplier cancel the Purchase Order. If the Supplier has already incurred reasonable costs in arranging the supply of the cancelled Goods or Services, and the Supplier demonstrates to Company's satisfaction that it could not avoid or reduce such costs, Company will reimburse the Supplier for those costs.
- 5.2 Company may at any time before delivery by written notice to the Supplier vary its requirements for the Goods or Services. If any such variation causes an increase or decrease in the cost of the Goods or Services or the time required to deliver the Goods or Services, an equitable adjustment must be assessed and determined by Company, which will be added or deducted from the Fees payable.

6 Access to Company Premises

- 6.1 The Supplier must ensure, and warrants to Company, that any of its Personnel accessing the Premises, and any Personnel of any subcontractor it engages to perform the Services accessing the Premises:
 - (a) is Australian citizen or permanent resident; or
 - (b) if not an Australian citizen or permanent resident, has the right to work in Australia as required to perform the relevant Services, and the Services could not reasonably be performed by an Australian citizen or permanent resident instead of the Personnel.
- 6.2 The Supplier must ensure that Supplier's Personnel:
 - (a) access the Premises only at the times agreed by Company;
 - (b) participate in and comply with any induction processes in relation to work performed on the Premises; and
 - (c) when accessing the Premises:
 - (i) comply with all policies and procedures specified by Company, including those relating to health, safety, discrimination, harassment and workplace behaviour;
 - (ii) comply with any other instructions of Company;
 - (iii) take reasonable care not to damage any property of Company, injure any Personnel of Company or disrupt Company's business; and
 - (iv) be respectful to all other persons on the Premises, including any landowners or non-Company employees.

7 Safety

- 7.1 Where any work is performed by Supplier Personnel on any Premises, Supplier is responsible for:
 - (a) controlling and supervising all aspects of the work performed by the Supplier Personnel, and ensuring that such work is only undertaken without risks to the safety, health and welfare of any persons and in compliance with any relevant occupational health and safety (**OH&S**) policy or procedure established by the Supplier or issued by Company;
 - (b) advising Company immediately of any hazard or safety incident with respect to the Premises or arising out of the performance of the Services or the supply of the Goods and providing Company with any assistance, as requested, in relation to the incident including any rectification plan or schedule;

- (c) assisting Company and/or its professional and legal advisers with respect to its defence to any actual or potential claim or prosecution with respect to work performed at the Premises;
- (d) assisting Company in the conduct of any OH&S review and providing periodic updates to Company regarding OH&S performance; and
- (e) nominating a suitably qualified person to act as the representative of Supplier Personnel with respect to any OH&S matters arising out of a Purchase Order or these Terms.

8 Acceptance & Testing

- 8.1 Payment of any invoice by Company will not be deemed acceptance of any Goods, Services or Work Product.
- 8.2 Company reserves the right to conduct testing within 30 days of delivery of the Goods, Services and Work Product (**Tested Items**) to satisfy itself that those Tested Items comply with their Specifications, the Purchase Order and these Terms. If Company has not provided the Supplier with a testing notification within 30 days of delivery, then the delivered Goods, Services and Work Product, will be deemed to have been accepted by Company.
- 8.3 If, after testing, Company is not satisfied that a Tested Item complies with its Specifications, the Purchase Order and these Terms, then Company may require the Supplier to collect the Tested Items and, at Company's option:
- (a) resupply the relevant Goods, Services or Work Product at no additional cost to Company, in which case Company may conduct further testing under this clause; or
 - (b) reject the Tested Item (and any other Goods, Services or Work Product it was intended to be used with) and terminate the relevant Purchase Order. If Company exercises its rights under this clause 8.3(b), then, without prejudice to Company's other rights and remedies, the Supplier must refund all Fees and other amounts paid by Company for the rejected Goods, Services and Work Product.
- 8.4 If, after the further testing of the resupplied Goods, Services or Work Product under clause 8.3(a), Company is still not satisfied that a Tested Item complies with its Specification, the Purchase Order and the Terms, then Company may, in addition to its options under clauses 8.3(a) and 8.3(b), engage another Supplier to supply the Goods, Services or Work Product at the Supplier's expense.
- 8.5 Any testing or notification by Company does not constitute any waiver of rights, or give rise to any estoppel, if the Tested Item is later found not to comply with its Specifications, the Purchase Order or these Terms.

9 Delivery, risk and title

- 9.1 Unless otherwise specified in the Purchase Order, time will be of the essence with respect to the Supplier's delivery obligations under these Terms.
- 9.2 Property and title in the Goods or Work Product will pass from the Supplier to Company on the first to occur of payment of any part of the Fees for the Goods or Work Product and delivery to the Point of Delivery.
- 9.3 Risk in any Goods or Work Product will pass from the Supplier to Company upon delivery of those Goods or Work Product to the Point of Delivery. The Goods or Work Product will be at the risk of the Supplier up to the Point of Delivery even if delivery is delayed through the fault of Company.

10 Payment

- 10.1 Unless otherwise specified in the relevant Purchase Order, the Supplier may invoice Company after the time Company accepts delivery of the Goods or Services at the Delivery Address.
- 10.2 Company will pay any correctly rendered undisputed invoice issued by the Supplier under a Purchase Order within thirty (30) days from the end of the month in which the invoice is received.

10.3 All invoices must quote the Purchase Order number and, where applicable, the contract number with a sufficient description of the Goods, Services or Work Product being claimed for payment. If requested, the Supplier must promptly provide reasonable documentation and other substantiation to verify the amounts claimed in any invoice.

10.4 The Supplier acknowledges and agrees that payment of any invoice is not evidence of the Company's satisfaction and will not prevent the Company from later disputing that invoice or requiring rectification of any faults, errors, omissions or defects in the Goods, Services or Work Product.

10.5 Payment may be withheld for non-compliance with safety requirements, applicable Laws, or the insurance obligations under these Terms. The Company is entitled to withhold payment until a non-compliance, dispute or defect has been remedied to the Company's satisfaction.

11 GST

11.1 Unless otherwise specified in the Purchase Order, the Fees are fixed and not subject to rise and fall and are inclusive of all Taxes other than GST. If any supply under these Terms or a Purchase Order is a Taxable Supply then the party making the supply may, at the same time that an invoice is rendered for the agreed consideration for the Taxable Supply, recover the amount of GST payable on that Taxable Supply, subject to the issue of a valid Tax Invoice.

12 Intellectual Property

12.1 The Supplier presently assigns to Company all present and future Intellectual Property Rights in any Work Product and the Supplier must at its own cost do all things requested by Company to ensure that future rights are assigned under this clause.

12.2 The Supplier grants to Company a perpetual, irrevocable, royalty free licence to use any software or other copyright materials which are comprised in the Goods, Services and Work Product and which are not assigned to Company pursuant to clause 12.1, together with a right to sub-licence such rights to its Related Bodies Corporate and to its and their third party suppliers.

13 Confidentiality and Privacy

13.1 Each party (**disclosing party**) must keep confidential, and not disclose, any Confidential Information of the other party except:

- (a) where the disclosing party has obtained the prior written permission of the other party;
- (b) to the disclosing party's officers, agents, professional advisers, employees, contractors, sub-contractors, auditors and insurers;
- (c) to the disclosing party's Related Bodies Corporate; and
- (d) where the disclosing party is compelled to do so by Law, provided that it gives the other party written notice prior to disclosure.

13.2 Each party must only use Confidential Information of the other party for the purpose for which it was disclosed in connection with these Terms or a Purchase Order.

13.3 Each party must comply with the *Privacy Act 1988 (Cth)*, any applicable State based legislation, and the reasonable directions of the other party in the collection, use, storage and handling of any Personal Information obtained from the other party in connection with these Terms or a Purchase Order.

14 Warranties

14.1 The Supplier warrants, and it is a condition of these Terms and each relevant Purchase Order, that:

- (a) all Goods and Work Product will:
- (i) be free from material defects, and errors or omissions in design, materials and workmanship;

- (ii) comply with their Specifications and meet the requirements of these Terms and the relevant Purchase Order;
- (iii) be free of all liens, charges and encumbrances;
- (iv) be newly manufactured (and not second hand, unless otherwise specified in the relevant Purchase Order) and in good order and condition; and
- (v) be fit for the purpose for which they are supplied;
- (b) all Services will:
 - (i) be performed with due care and skill, in a professional, efficient and safe manner, and to best industry standards;
 - (ii) be performed by suitably qualified and experienced personnel;
 - (iii) be fit for the purpose for which they are supplied;
 - (iv) comply with their Specifications and meet the requirements of these Terms and the relevant Purchase Order;
- (c) the supply of any Goods, Services and Work Product, and the use of those Goods, Services and Work Product, does not and will not:
 - (i) contravene any Laws; or
 - (ii) infringe any rights of a third person (including any Intellectual Property Rights);
- (d) it has sufficient resources to maintain timely supply of the Goods, Services and Work Product; and
- (e) it is, and all relevant Supplier Personnel are, registered and hold all requisite licenses and permits and have obtained all relevant approvals necessary to supply the Goods, Services and Work Product and that such registrations, licences and approvals will remain current for the term of the Purchase Order.

14.2 During any applicable Warranty Period, the Supplier must, at no additional charge and without prejudice to any other rights or remedies of Company, repair, replace or re-perform any Goods, Services or Work Product that do not comply with any of the applicable warranties within a reasonable time nominated by the Company.

14.3 If the Supplier fails to comply with clause 14.2, it may, without limiting its other rights, carry out (or engage others to carry out) such repairs, replacement or re-performance and the Supplier must reimburse the company for all reasonable costs incurred in doing so.

15 Indemnity

15.1 Except to the extent caused by the gross negligence or wilful default of Company or its Personnel, the Supplier indemnifies Company from and against all claims, losses and expenses, whether under tort, contract or other law, in connection with any damage to, destruction or loss of use of any property of the Supplier or Supplier's Personnel, or any injury, illness or death of Supplier's Personnel regardless of any fault of Company or its Personnel.

15.2 Subject to clause 15.1 the Supplier indemnifies Company and its officers, employees and agents (**those indemnified**) from and against any claim, action, demand, damage, loss, liability, cost, charge, expense, outgoing, fine, payment including any indirect or Consequential Loss which any of those indemnified pays, suffers, incurs or is liable for arising out of or in connection with:

- (a) the death or personal injury of any person;
- (b) loss of, or damage to, any property;
- (c) any breach of Law or infringement of a third party's rights (including Intellectual Property Rights); and
- (d) any act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation,

to the extent caused or contributed to by any act or omission of the Supplier, its Personnel or any sub-contractor engaged by the Supplier.

16 No Consequential Loss

16.1 In no event will Company, its officers, employees or agents be liable under or in connection with these Terms or any Purchase Order for any Consequential Loss.

17 Insurance

17.1 The Supplier must effect and maintain in a form appropriate to the Supplier's activities and with an insurer, comprehensive insurance in respect of the Goods and Services, including:

- (a) workers compensation insurance in accordance with applicable law and awards and insurance against common law liability to the Supplier's workers engaged in connection with these Terms and any Purchase Order; and
- (b) liability insurance including public liability and product liability insurance, each for an amount not less than \$20 million per claim, or such other amount appropriate to the Supplier's activities, including loss of or damage to personal and real property of Company (including documents and records); and
- (c) professional indemnity insurance for an amount not less than \$20 million, or such other amount as is appropriate to the Supplier's activities (including but not limited to engineering, design, consultancy or professional services), for breach of professional duty whether incurred in contract, tort or otherwise by reason of any act, omission of the Supplier,
- (d) compulsory third party motor vehicle insurance in accordance with Queensland and other local laws and, where on a Company Premises, comprehensive insurance where such vehicle are used in connection with the Goods or Services,

(together, the **insurance policies**).

17.2 Company and the Supplier may agree in writing that the amount of the insurance policies to be maintained by the Supplier under clause 17.1 is to be increased or decreased.

17.3 The Supplier must provide, on Company's request, certificates of currency and such other evidence satisfactory to Company of insurance coverage specified in this clause 17.

17.4 The Supplier must effect the insurance policies before starting to supply the Goods or Services and maintain them until each Purchase Order has terminated or expired, or as otherwise required by Company.

17.5 The Company has no obligation to insure any Goods supplied or delivered (or to be supplied or delivered) by the Supplier, but may do so at its sole discretion. Any insurance effected by the Company is for its own benefit only, and all proceeds from such insurance are the sole property of the Company. The Supplier has no claim, right, or entitlement to any such proceeds.

18 Term

18.1 A Purchase Order commences on the date it is accepted by the Supplier (or such other date as may be specified in the Purchase Order) and continues until the Purchase Order is completed by the Supplier or terminated or cancelled pursuant to these Terms, whichever occurs first.

19 Termination

19.1 Company may terminate any Purchase Order (in whole or in part) by immediate effect upon written notice to the Supplier:

- (a) if the Supplier breaches any obligation under these Terms or the relevant Purchase Order which is incapable of remedy or which is capable of remedy, but is not remedied within fourteen (14) days of receipt of a notice from Company

- specifying the breach and requiring it to be remedied;
- (b) if any Goods or Work Product are required to be delivered or installed, or any Services are required to be completed, prior to a specified Delivery Date, and the Goods or Work Product are not delivered or installed, or the Services are not completed, prior to that date or Company reasonably determines that the Goods or Work Product will not be delivered or installed or the Services will not be completed, prior to that date, in each case because of a breach of the Purchase Order by the Supplier;
- (c) if the Supplier or any of its Personnel commit any act of fraud or dishonesty in relation to these Terms or any Purchase Order;
- (d) if a Change in Control occurs in relation to the Supplier without Company's consent; or
- (e) if an Insolvency Event occurs in relation to the Supplier.

20 Dispute Resolution

- 20.1 As a condition precedent to the commencement of any litigation, if a dispute between the parties arises out of or relates to these Terms or any Purchase Order (**Dispute**), then any party must give the other party a written notice of such Dispute adequately identifying and providing details of the Dispute.
- 20.2 Within 10 Business Days after receiving a notice of Dispute, senior representatives of each party will confer at least once to resolve the Dispute and to agree on methods of doing so. All aspects of such conference in respect of a Dispute, except for the fact of its occurrence, will be privileged.
- 20.3 Notwithstanding the existence of a Dispute, each party will continue to perform its obligations under these Terms and each relevant Purchase Order.

21 Consequences of Termination

- 21.1 Termination of a particular Purchase Order will not affect any other Purchase Order.
- 21.2 As soon as practicable after expiry or termination of a Purchase Order, the Supplier must:
- (a) provide to Company a copy of all Work Product produced under the Purchase Order;
 - (b) return, and must ensure that all Supplier Personnel return, to Company all equipment, records, documents and materials provided by Company, including any security passes and keys for the purposes of that Purchase Order; and
 - (c) return, and must ensure that all Supplier Personnel return, to Company all copies of all Confidential Information of Company in their possession or control, unless such information is required for the purposes of any other Purchase Order that remains on foot.
- 21.3 Clauses 8, 12, 13, 14, 15, 16, 19, 20 and 21 and any other obligations which are expressed to or, by their nature, survive expiry or termination, will survive expiry or termination of a Purchase Order and are enforceable at any time at law or in equity.

22 Compliance with Laws

- 22.1 In addition to complying with all applicable Laws, the Supplier expressly warrants that it will comply with all of its duties and obligations (if any) under the *Work Health and Safety Act 2011* (Qld), the *Environmental Protection Act 1994* (Qld), the *Modern Slavery Act 2018* (Cth), anti-bribery and corruption law (including but not limited to the *Australian Criminal Code Act 1995* and the *Crimes Legislation Amendment (Combatting Foreign Bribery) Act 2024*), *National Greenhouse and Energy Reporting Act 2007* and the *Heavy Vehicle National Law Act 2012* (Qld). The Company may suspend the Supplier providing any Goods, Services or Work Product if it suspects non-compliance with clause this 22.1 at no additional cost or expense to the Company (or liability to the Supplier).
- 22.2 The Supplier must comply with all labour-related Laws, including the *Labour Hire Licensing Act 2017* (**LHL Act**), and the Supplier:

- (a) warrants that, if required under the LHL Act, it will hold and maintain a valid licence at all relevant times while providing Goods, Services and Work Product to the Company; and
- (b) indemnifies the Company against any loss, damage, cost, expense, fines or penalties arising from any breach of this clause 22..

23 General

- 23.1 The Supplier must not assign or subcontract any of its rights or obligations under these Terms or any Purchase Order without Company's prior written consent. The Supplier will be liable for the acts, defaults and omissions of subcontractors and any contractors, employees and agents of subcontractors as if they were those of the Supplier.
- 23.2 The parties are independent contractors and nothing in these Terms or any Purchase Order gives rise to any relationship of agency, partnership, employment or otherwise.
- 23.3 Company may by notice to the Supplier reduce any Fees or other charges or costs payable to the Supplier under these Terms or any Purchase Order by any fee, credit, rebate or other amount which is payable to Company under or in connection with these Terms or any Purchase Order.
- 23.4 All notices given under these Terms or a Purchase Order must be given by a party to the address specified in the relevant Purchase Order or as notified to it by the other party from time to time.
- 23.5 No waiver of a right or remedy under these Terms or any Purchase Order is effective unless it is in writing and signed by the party granting it.
- 23.6 These Terms and each Purchase Order contain the entire understanding between the parties as to its subject matter and no prior or subsequent representations or agreements whether verbal or in writing by either party or its employees, agents or contractors shall bind the parties unless set out in or subsequently endorsed on the relevant Purchase Order by both parties.
- 23.7 These Terms and each Purchase Order is governed by the laws of Queensland and each party submits to the non-exclusive jurisdiction of the courts of Queensland.

24 Definitions

In these Terms and each Purchase Order:

Business Day means a day on which banks are open for business excluding Saturday, Sundays and public holidays in Brisbane.

Change in Control means a change in more than 50% of the shareholding or underlying control or the composition of the board of directors of a corporation.

Confidential Information in relation to a party means information of a confidential nature including information about its business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or suppliers, but does not include any information which is in the public domain other than through a breach of confidence.

Consequential Loss means any indirect or consequential loss, damage, liability, cost, charge, expense, penalty, outgoing or payment (including legal costs and expenses on a solicitor-client basis) or any loss of profits, loss or corruption of data, loss of revenue or customers, or loss of goodwill, whether or not that party knew of the possibility of such damage or such damage was otherwise foreseeable.

Delivery Address(es) means the street address or addresses at which the Goods and Services are required to be delivered and performed, as specified in the Purchase Order.

Delivery Date(s) means the date or dates by which the Goods and Services are required to be delivered and performed, as specified in the Purchase Order.

Delivery Hours means the time of day within which the Goods and Services are required to be delivered and performed, as specified in the Purchase Order.

Dispute is defined in clause 20.1 of these Terms.

Fees means the amounts payable by Company under a Purchase Order for any Goods or Services (including the Work Product).

Goods means goods described in a Purchase Order.

GST means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means the occurrence of any event of insolvency including a winding up application being made and not withdrawn within 21 days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above.

Intellectual Property Rights means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these Terms both in Australia and throughout the world.

Law means any applicable statute, regulation, by-law, ordinance, or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.

Personal Information means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.

Personnel means employees, secondees, agents and contractors.

Point of Delivery means the exact location at the Delivery Address where the Goods and Services are required to be delivered and performed, as specified in the Purchase Order.

Premises means premises owned, leased or otherwise occupied by Company.

Purchase Order means a document issued by Company for the supply of Goods, Services or Work Product, and accepted by the Supplier in accordance with these Terms.

Related Body Corporate means a related body corporate as that expression is defined in the *Corporations Act 2001* (Cth).

Services means services described in a Purchase Order.

Specifications means, in respect of a Good, Service or Work Product, the requirements for that Good, Service or Work Product set out or referred to in:

- (a) a Purchase Order;
- (b) the manufacturer's specifications;
- (c) any agreed design and performance criteria; and
- (d) any sample or demonstration provided by the Supplier.

Supplier means the entity identified as the supplier in the relevant Purchase Order.

Taxes means all taxes, levies, rates, charges, imposts of any kind whatsoever, including withholding tax.

Tax Invoice has the meaning given in the GST Law.

Taxable Supply has the meaning given in the GST Law.

Terms means these Standard Terms and Conditions.

Tested Items is defined in clause 8.2 of these Terms.

Warranty Period means, unless otherwise agreed in writing by the parties, 12 months from the date of delivery or acceptance by Company, whichever is the latter.

Work Product means all things, materials, documents, information and items developed by or on behalf of the Supplier or its Personnel in the course of or in connection with the supply of the Services in any form whatsoever (including electronic form) and includes all inventions, software, databases, models, drawings, plans, artwork, designs, logos, reports, advices, proposals and records, including all things described as Work Product in a Purchase Order.

25 Interpretation

In these Terms and each Purchase Order the following rules of interpretation apply unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (c) headings are for convenience only and do not affect the interpretation of the Terms
- (d) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a party includes its successors and permitted assigns;
 - (iii) a document includes all amendments or supplements to that document;
 - (iv) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to, these Terms or a Purchase Order;
 - (v) these Terms and each Purchase Order includes all schedules and attachments to it;
 - (vi) a law includes a treaty, decree, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;; and
 - (vii) a monetary amount is in Australian dollars;
- (e) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and
- (f) if any provision of these Terms is found to be illegal or unenforceable, it will be severed and the remaining provisions remain unaffected.
- (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Terms or any part of it.

Email queries to accounts@ogtenergy.com.au.