

CPM Group Pty Ltd – Standard Purchase Order with Contractor Terms & Conditions

1. GENERAL

- A.** CPM desires the Contractor to provide the services on an 'as required basis'.
- B.** CPM wishes to engage the Contractor from time to time in the capacity of a service provider and the Contractor has agreed to perform the services from time to time on the terms set out in this Agreement.
- C.** CPM and the Contractor acknowledge that the Contractor may hire its services to any other entity, person or organisation, notwithstanding the obligations entered into herein.
- D.** This Purchase Order is governed by the Laws in force in the State of Queensland.

2. INTERPRETATION

In this Purchase Order/ Terms & Conditions unless the context requires otherwise:

"Confidential Information" means all information and materials disclosed, and/or intellectual property provided or otherwise made accessible to the Contractor in the course of performing the Services, whether before, on, or after execution of this Purchase Order and Terms & Conditions and includes business connections and Clients of CPM.

"CPM" shall refer to "CPM Group Pty Ltd ABN 59 153 135 310".

"Fee" means the amount specified and listed in the Purchase Order or as varied in writing by CPM from time to time.

"Personnel" means: Employees, Agents or sub- contractors of the Contractor; and Employees or Agents of those sub-contractors engaged to provide any part of the Services.

"Service Provider" [the Contractor] means the entity listed in the Purchase Order having the expertise to provide construction industry services and perform any related ancillary duties. The manner and delivery performance of these duties shall be determined by the Contractor, provided that at all times, delivery of services will permit CPM to comply with its obligations.

"Tax Invoice" means a tax invoice complying with the requirements of any law about GST.

3. ENGAGEMENT

The Contractor must provide the Services to CPM on the terms set out in this Purchase Order. CPM must pay for the Services in accordance with this Purchase Order. This Purchase Order supersedes all prior written or verbal agreements between CPM and the Contractor.

4. CONTRACTOR'S OBLIGATIONS

The Contractor must: Ensure that the services are performed as requested by CPM pursuant to this Purchase Order and that the Contractor works diligently, competently and professionally, and with the care and skill expected of a person experienced in providing services of this type; Carry out its duties in a timely manner and in any event in such time as to enable CPM to properly comply with delivery of its services to its Principal/s, and in accordance with the terms of this Purchase Order;

Provide, and ensure the services are delivered in compliance with all relevant legislation and regulations; with special reference to the Code of Construction and the Workplace Health and Safety Act [Qld]. Provision of tools, equipment and consumables. The Contractor shall provide all tools, PPE, equipment and consumables to properly and safely carry out the works under this scope. This applies in all cases

unless equipment is deemed specialist equipment for the scope of work and is expressly agreed to in writing by CPM.

5. ACKNOWLEDGEMENTS BY CONTRACTOR

The Contractor acknowledges that CPM has entered into this Purchase Order relying on the skill, care, expertise, experience and ability of the Contractor to provide the services.

CPM may direct the Contractor or Individual to repeat, rectify or remedy at the Contractor's and/or the individual's risk and expense within a reasonable time, any services that CPM reasonable considers to be defective or otherwise not commenced, undertaken or completed in accordance with this Purchase Order. CPM may withhold payment for these service to the amount CPM estimate for the cost of this rectification works. The Contractor may subcontract or delegate the provision of services with the express approval by CPM of the proposed subcontractor or delegate

6. TIMELY PROVISION OF SERVICES

The Contractor must perform the Services expeditiously and in good time so as not to delay or disrupt the progress of CPM's work. The Contractor must carefully co-ordinate and integrate the services with those services or works performed and provided by CPM's other Contractors or sub-contractors or employees; and perform the services so as to avoid interfering with, disrupting or delaying any other services or works performed and provided by CPM.

7. CLIENTS MATERIALS

All materials, equipment, tools and information made available by CPM to the Contractor or the Contractor's Personnel remain the property of CPM. The Contractor must not use CPM's "Trade Marks" or other "Identifications" or 'intellectual or moral property' without CPM's prior consent. Upon discharge of this Purchase Order by performance or termination, the Contractor must promptly return to CPM all materials, equipment, tools and documentation. Contractor to Observe Confidentiality and or Intellectual Property and Moral Rights of CPM. CPM owns any intellectual property, which may arise, whether conceived or developed by either CPM or the Contractor, in respect of the work it performs for CPM.

8. SECURITY OF PREMISES

The Contractor must comply with all relevant legislation directions, procedures and policies relating to occupational health, safety and security pertaining to CPM's or its clients premises and facilities, and upon any site where the Contractor is performing work for CPM, when using them.

9. NATURE OF RELATIONSHIP

The Contractor is engaged as an Independent Contractor. Nothing in this Purchase Order constitutes or is intended to recognise the Contractor as an Employee, Agent, Partner or Joint venture partner of CPM. This Purchase Order has been entered into at the specific request of the Contractor and the Contractor is free to accept or refuse additional works to that stated on the PO.

No authority: The Contractor acknowledges and agrees that it has no authority to incur and must not incur any obligation on behalf of CPM except in accordance with the delegations set out herein and or, in any Schedule affixed to this Agreement by CPM. Contractor responsible: In relation to any of its personnel used to fulfil this Purchase Order, the Contractor is responsible for: Remuneration and benefits, including superannuation contributions, annual leave, sick leave, long service leave, overtime and penalty

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rates and provision of accommodation and sustenance; Work care ■ levies, group tax, payroll tax, fringe benefits tax, superannuation guarantee charges and other imposts or levies imposed by law; an Any payments upon termination of service.

10. CLIENT'S OBLIGATIONS

CPM will as soon as practicable answer queries made by the Contractor relating to CPM's requirements in connection with this Purchase Order. The persons named in 'Contacts – Site/Project Manager' section of the Purchase Order or any other person CPM nominates in writing, will act as CPM's representative and will have authority to act on behalf of CPM, for all purposes in connection with this Purchase Order.

11. PAYMENT

Client must pay Contractor. In consideration of the provision of the Services, CPM must pay to the Contractor the Fee in accordance with this Purchase Order. The Contractor must issue payment claims to CPM for the Services at monthly intervals for the services performed during that period. CPM must within 7 days of receipt of the payment claim: Determine the amount payable to the Contractor in respect of the payment claim; If the amount CPM proposes to pay is less than the claimed amount, indicates why the amount proposed to be paid is less and (if it is less because CPM is withholding payment for any reason), CPM's reasons for withholding payment. If CPM determines that any part of the payment claim is not properly due and payable, CPM is under no obligation to pay that amount so determined as not due and payable. CPM may, however, pay that amount as determined as not due and payable, and such payment will not constitute a waiver of CPM's right of action in relation to that amount. CPM must pay the Contractor the amount determined as payable by CPM within 30 days after receipt of a payment claim issued Payment will be on account only and will not constitute any admission that performance by the Contractor is in any respect in accordance with this Purchase Order.

12. VARIATION

CPM may on the recommendation of the Contractor or otherwise, instruct the Contractor in writing to vary the services, so long as the variation is within the general scope of the services. Costs and expenses: Each party is responsible for their own costs in relation to this Purchase Order and any dispute arising there from. Costs and expenses include all reasonable agents, advisors and or legal costs.

13. WORKER'S COMPENSATION OR OTHER INSURANCES

- Immediately prior to the commencement of this Contract, the Contractor (if requested by CPM) shall produce a certificate of currency confirming the existence of a valid Worker's Compensation or other acceptable sickness and accident benefit Insurance policy covering the Contractor and or employees intended to be used by the Contractor, to CPM; In relation to any sub-contractors or employees engaged during the term of this agreement by the Contractor and who are working upon sites on behalf of CPM, the Contractor must ensure that such a certificate is also produced to CPM, immediately prior to the commencement of work, demonstrating that those personnel are covered by a valid Worker's Compensation policy.
- Immediately prior to the commencement of this Contract, the Contractor (if requested by CPM) shall produce a certificate of currency confirming the existence of a valid Public Liability Insurance policy covering the Contractor (Minimum cover \$10,000,000)

Immediately prior to the commencement of this Contract, the Contractor (if requested by CPM) shall produce a certificate of currency confirming the existence of a valid Public Indemnity Insurance policy covering the Contractor (Minimum cover \$2,000,000)

Non-compliance with these requirement shall entitle CPM too immediately and without notice, or further payment of any kind, other than for work completed to the date of action under this Clause, terminate this Purchase Order.

14. DISPUTE RESOLUTION

If a dispute arises then either party may give notice to the other party which must be in writing; and include or be accompanied by reasonable particulars of the dispute. The Director or equivalent of each of the Parties must meet at least once and use reasonable endeavours acting in good faith to resolve the dispute. If the dispute is not resolved by the Director, either Party may commence further legal proceedings for the resolution of the dispute. Notwithstanding the existence of a dispute each Party must continue to perform its obligations under this Agreement.

15. NOTICES

Method of giving Notices: A notice or other communication under this Purchase Order must be in writing, signed by or on behalf of the Party giving it, addressed to the Party to whom it is to be given. A Notice may be given by personal delivery, pre-paid mail or email and is treated as having been given and received If delivered to a Party's address, on the day of delivery if a business day, otherwise on the next business day;

16. ASSIGNMENT

CPM may assign charge or otherwise transfer all or any of its rights or benefits under this Purchase Order.

The Contractor must not assign charge or otherwise transfer any or all of its rights or benefits under this Purchase Order, without obtaining the prior written approval of CPM, which approval shall not be unreasonably withheld.

17. INDEMNITIES

If a payment to satisfy a claim or a right to claim under or in connection with this document gives rise to a liability to pay GST, the payer must pay and indemnify the payee against the amount of that GST. If a party has a claim under or in connection with this document for a cost on which that party must pay GST, the claim is for the cost plus all GST (except any GST for which that party is entitled to an input tax credit). If a party has a claim under or in connection with this document whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

18. MODIFICATIONS & AMENDMENTS

Changes to this Purchase Order: Modifications and amendments to this Purchase Order must be in writing signed by each of the Parties. In signing this document, CPM and the Contractor each agree and affirm that they have read and understood the document and; that they were afforded a reasonable opportunity at the own cost, to seek any independent professional, legal or other advice, before signing. It is the mutual intention of the parties noted in this Purchase Order that it be legally binding and enforceable between them.