

Opal Conditions of Purchase (October 2023)

1 Definitions

Unless the context dictates otherwise:

ACL means Schedule 2 (Australian Consumer Law) of the *Competition and Consumer Act 2010* (Cth).

ADG Code means the Australian Code for the Transport of Dangerous Goods by Road and Rail, as updated from time to time.

Anti-bribery Laws means any law which prohibits bribery including laws which prohibit the giving of benefits to retain business or business advantage including the *Criminal Code Act 1995* (Cth).

Chain of Responsibility Legislation means any Commonwealth, State or Territory Law based on or adapted from the model *Road Transport Reform (Compliance and Enforcement) Bill 2003* (Cth) as in force in the Commonwealth or in any Australian State or Territory.

Compliance Certificates means any certificates of conformance, certificates of analysis or test certificates in respect of the Products which are required by Opal.

Conditions of Purchase means the terms and conditions set out in this document for the procurement of Products by Opal from the Supplier.

Customised Products means Products that have been manufactured by the Supplier for Opal using Product Specifications that are unique to Opal and which cannot be sold by the Supplier to other purchasers.

Dangerous Goods means Products classified as "Dangerous Goods" in accordance with the ADG Code.

Defective Products means any Product that in Opal's reasonable opinion fails in any way whatsoever to conform to the Product Specifications. In the event that a delivery contains one or more Defective Products, all Products in that delivery will be deemed to be Defective Products.

Encumbrance means any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention or any other third party right, or other security interest or any other agreement or arrangement having a similar effect or any agreement to create any of the foregoing.

Force Majeure Event means an event:

- (a) which is outside the reasonable control of the party claiming that the event has occurred; and
 - (b) the adverse effects of which could not have been prevented or mitigated against by that party by reasonable diligence or reasonable precautionary measures,
- and includes natural disasters, acts of terrorism, riots, revolutions, civil commotion or epidemic.

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

Incoterms 2010 means the international commercial trade terms as published by the International Chamber of Commerce.

IP Rights means any rights normally covered by this term and includes existing and future copyright, rights in designs, patents, trade marks all rights in any applications or registrations of those rights whether registered or unregistered (and whether registrable or not) and existing anywhere in the world.

Laws means all laws including rules of common law and equity, statutes, regulations, determinations, by-laws, mandatory codes, standards and guidelines, writs, orders, injunctions, judgments and government authority requirements.

Materials means any materials whatsoever including but not limited to data, information, goods or products, drawings, pictures, graphic representations, specifications, designs, photographs, or manuals, in any format.

Material Safety Data Sheet means a document that provides information about hazardous chemicals and complies with all applicable Laws.

Modern Slavery has the meaning given to it in the *Modern Slavery Act 2018* (Cth).

OHS Laws has the meaning given to it in clause 13.1(a).

Opal means Opal Packaging Australia Pty Ltd (ACN 636 682 883), Paper Australia Pty Ltd (ACN 061 583 533) and/or Specialty Packaging Group Pty Ltd (ACN 005 319 666) as applicable.

Opal Sites means the delivery locations specified in the Purchase Order or as otherwise notified by Opal to the Supplier from time to time.

Products means all goods (including Dangerous Goods), products and services (including but not limited to consultancies and maintenance) covered by the Purchase Order, including new materials, processed materials or fabricated products.

Product Recall means a request by Opal, the Supplier or a third party to return particular Products for repair or replacement due to defects or safety concerns.

Product Specifications means the specifications set out in the Purchase Order or as otherwise agreed between the parties in writing from time to time.

Purchase Order means any purchase order lodged by Opal with the Supplier for the purchase of Products.

Relevant Trust is defined in clause 22.

Supplier means the person, firm, partnership, company or other legal entity to which the Purchase Order is issued and includes its employees, agents and subcontractors.

Supplier Code of Conduct means Opal's Supplier Code of Conduct located at www.opalanz.com/policies and as amended or replaced from time to time.

Taxes means any present or future tax, withholding tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) imposed by any government or other taxing authority in respect of any payment under these Conditions of Purchase, but does not include GST.

2 Application

Subject to clause 3 of these Conditions of Purchase, the Supplier will be deemed to have accepted the application of these Conditions of Purchase upon accepting a Purchase Order from Opal.

3 Entire Agreement

- 3.1 These Conditions of Purchase, the Purchase Order and any applicable Product Specifications, and any other requirements expressly agreed by the parties in writing, represent the entire agreement between the parties (in order of precedence) to which the Supplier will, by accepting the Purchase Order, be bound.
- 3.2 These Conditions of Purchase will apply to the exclusion of all other terms and conditions, whether contained in the Supplier's invoice or conditions of sale or otherwise.

4 Pricing and Costs

- 4.1 The purchase price of the Products payable by Opal will be that specified in the Purchase Order and will be fixed firm, and cannot be varied without the prior written agreement of Opal.
- 4.2 The purchase price specified in the Purchase Order will be on a DDP basis (as defined in Incoterms 2010) unless otherwise agreed by the parties in writing.
- 4.3 Where permitted under applicable Law, and without limiting any of Opal's rights under these Conditions of Purchase or any applicable Law, in respect of any amounts due and payable by Opal to the Supplier for the Products, Opal is entitled to deduct from or set off against those amounts any bona fide claim which Opal may have against the Supplier or any of its related bodies corporate, whether as a result of a breach of these Conditions of Purchase or otherwise.

5 Terms of Payment

The terms of payment unless otherwise stated on the Purchase Order are sixty-two (62) days from the completion of the month of invoice.

6 GST and Taxes

- 6.1 All prices for the Products and other amounts specified in these Conditions of Purchase or any Purchase Order, (other than in the calculation of Consideration) are exclusive of GST but inclusive of all other Taxes unless otherwise stated.
- 6.2 If GST is payable on a Taxable Supply made in connection with these Conditions of Purchase, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause 6.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed by the parties in writing to be GST inclusive.
- 6.3 Opal will not pay:
- (a) any amount pursuant to clause 6.2 of these Conditions of Purchase; or
 - (b) any GST Amount where the Consideration for a Taxable Supply is expressly agreed to be GST inclusive,
- until the Supplier has provided a Tax Invoice or Adjustment Note as the case may be to Opal.
- 6.4 Where the Supplier makes or gives the Supplier Allowances and other Adjustment Events occur in respect of amounts paid or payable by Opal under these Conditions of Purchase, the Supplier must promptly issue any Adjustment Notes that may be required under the GST Law. If the amount of GST is reduced, the Supplier must refund to Opal any GST Opal has overpaid.
- 6.5 Expressions used in this clause have the same meanings as when used in the GST Law, except that Taxable Supply shall exclude the reference to section 84-5 of the GST Law.

7 Purchase Orders and Delivery

- 7.1 To obtain supplies of the Products, Opal will issue a Purchase Order to the Supplier, setting out the Product Specifications, the quantity of the Products required, the time and date of delivery of the Products, and the Opal Site(s) to which the Products are to be delivered. The Products must be delivered by the Supplier in accordance with the applicable Purchase Order.
- 7.2 Opal will not be responsible for any order unless it is issued as a Purchase Order by an authorised representative of Opal. No variation of a Purchase Order will be effective unless approved in writing by Opal. The identification number appearing on the Purchase Order must be quoted on all invoices, delivery dockets and parcels.
- 7.3 Opal may vary the time, date or place of delivery specified in a Purchase Order by notice in writing to the Supplier any time prior to delivery. Opal may cancel or vary a Purchase Order for Products, other than Customised Products, or any part of it without any liability at any reasonable time prior to dispatch of the Products from the Supplier's premises. Where the Supplier receives a notice of variation from Opal, the Supplier must vary the Purchase Order accordingly and must provide to Opal an adjusted price for the Products within thirty (30) days of the date of variation.
- 7.4 Time is of the essence under these Conditions of Purchase. Without prejudice to any other rights which Opal may have pursuant to these Conditions of Purchase, if any Products are not, or are expected to not be delivered within the time specified in the relevant Purchase Order (or as otherwise notified by Opal), then Opal may, acting reasonably:

- (a) refuse to accept such Products and terminate the Purchase Order;
 - (b) require the Supplier to deliver the Products by the most expeditious means, whereupon any additional delivery charges must be borne by the Supplier;
 - (c) extend the time for completion and/or delivery of the Products; or
 - (d) if any Products are not delivered to the Opal Sites specified by Opal, the Supplier will be responsible for any additional expense incurred in delivering them to their correct destination.
- 7.5 Opal is entitled at any time to reject any Defective Products by providing the Supplier with written notice.
- 7.6 Upon receipt of a rejection notice by Opal, the Supplier must (at its own cost) collect the Defective Products from Opal and, at Opal's sole option:
- (a) promptly replace them with Products that conform with the requirements of these Conditions of Purchase;
 - (b) reimburse Opal the full purchase price for the Products and any reasonable costs incurred by Opal in connection with the rejection of such Defective Products; or
 - (c) reimburse Opal for any reasonable expenses Opal incurs in making good any Defective Products or having any services re-supplied.
- 7.7 Without prejudice to Opal's rights under these Conditions of Purchase, Opal may, in its absolute discretion, accept delivery of the Defective Products at a discounted price (as agreed between the parties).
- 7.8 If Opal specifies a time for delivery, the Supplier must promptly advise in writing whether it considers that complying with that time would involve a breach of the Chain of Responsibility Legislation and, if so, the time for delivery that would not breach that Law. Unless the Supplier gives a notice under this clause, the Supplier will be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver or for delay in delivery or other delivery instructions given by Opal to the Supplier.
- 7.9 Nothing in this clause 7 is deemed to affect in any way the liability of the Supplier to Opal under any other provisions of these Conditions of Purchase in respect of the supply of Defective Products.

8 Inspection Prior to Dispatch

Subject to compliance with any applicable safety policies and procedures notified to Opal, the Supplier must permit Opal to enter any premises at which it manufactures the Products, upon reasonable notice and during normal business hours, to inspect the Products prior to their dispatch. Opal will have the right (acting reasonably) to reject any defective work performed or Products that do not conform to a Purchase Order and require that such Products be reproduced or works re-performed at no additional cost to Opal. Any such inspection does not relieve the Supplier of any obligations contained in a Purchase Order, these Conditions of Purchase or at Law.

9 Title and Risk

Without prejudice to any right of rejection or other rights which Opal has under these Conditions of Purchase, title to and risk of loss in the Products will pass to Opal on delivery by the Supplier to the relevant Opal Site.

10 Subcontracting and Assignment

- 10.1 The Supplier must not assign, novate, subcontract or otherwise deal with any of its rights or obligations under these Conditions of Purchase or a Purchase Order without the prior written consent, which will not be unreasonably withheld, of Opal.

10.2 Opal's consent to the Supplier subcontracting any work to be performed pursuant to the Purchase Order will not relieve the Supplier of its responsibility for the whole of the work to be performed pursuant to the Purchase Order or of any obligations contained in the Purchase Order, these Conditions of Purchase or at Law.

10.3 Opal may assign or novate any of its rights or obligations under these Conditions of Purchase or a Purchase Order upon prior written notice to the Supplier.

11 Packaging, Storage & Hazardous Products

11.1 The Products must be properly packed by the Supplier to avoid being damaged during delivery of loading and unloading. All packages must be clearly marked with the Purchase Order identification number and the Opal Site.

11.2 All Products which are hazardous must be marked by the Supplier in compliance with all applicable Laws, including with international danger symbol(s) and display the name of the material in English. For the avoidance of doubt, Dangerous Goods must be marked in accordance with the ADG Code. Delivery and other documents must include disclosure of the hazard(s) and name the material in English. Where applicable, Products must be accompanied by emergency material in English in the form of written instructions, labels or markings and Material Safety Data Sheets.

11.3 All information held by or reasonably available to the Supplier regarding any potential hazards or special requirements known or believed to assist in the transport, packaging, storage, handling or use of the Products must be immediately communicated to Opal.

11.4 The Products must be packed in compliance with all applicable Laws. For the avoidance of doubt, packaging and marking of Dangerous Goods must comply with the requirements of the ADG Code and be marked accordingly with the relevant approvals. In all other cases, Products must be packed in accordance with all applicable Laws and with any packaging requirements or specifications communicated by Opal to the Supplier. Any proposed alteration to Opal's packaging requirements or specification must be subject to Opal's written prior approval.

11.5 Where reasonably required by Opal or as required at Law, the Supplier must provide all necessary Compliance Certificates together with the ADG Code pursuant to the Purchase Order.

12 Compliance with Site Requirements, Laws & Policies

12.1 All employees, agents or subcontractors of the Supplier required to attend an Opal Site must comply with all policies or procedures, including the terms of any safety manuals, that are implemented by Opal from time to time and comply with any reasonable written or oral instructions given by Opal Site management while attending an Opal Site.

12.2 The Supplier must comply with all applicable Laws including Federal, State and Local Government Laws, rules, statutory and legal requirements and regulations relating to the safety, manufacture, production, importation, packaging, labelling, transportation, delivery, unloading, and sale of the Products and the nature, substance, quality, weight and measurement of the Products.

12.3 The Supplier is responsible for obtaining, at its own cost, any licence, concession, permit, approval, authority or consent required in relation to the safety, manufacture, production, importation, packaging, labelling, transportation, delivery, unloading, and sale of the Products.

12.4 The Supplier must at all times in supplying the Products and performing or complying with all its obligations under

or in connection with these Conditions of Purchase, comply with the Supplier Code of Conduct.

13 Occupational Health and Safety

13.1 The Supplier agrees:

- (a) to comply with all legislative requirements relating to occupational health and safety including, but not limited to, the *Occupational Health and Safety Act 2004* (Vic), the *Occupational Health and Safety Regulations 2017* (Vic) and all relevant standards, codes of practice and compliance codes (**OHS Laws**);
- (b) to perform the Supplier's obligations under these Conditions of Purchase in a manner that does not cause Opal to breach any of its obligations under OHS Laws;
- (c) and warrants that it:
 - (i) is familiar with and has the capacity, resources, competencies and experience to comply with the Supplier's obligations under this clause 13; and
 - (ii) has provided Opal with all of the information necessary for Opal to assess the Supplier's capacity to provide the Products safely;
- (d) to immediately inform Opal of all incidents, injuries or near misses in relation to any person engaged in, or affected by, the Supplier's performance of its obligations under these Conditions of Purchase, including any fact or circumstance relevant to the Supplier's ability to provide the Products without risk to health and safety under these Conditions of Purchase;
- (e) to provide evidence of the Supplier's compliance with obligations under this clause 13;
- (f) if Opal conducts inquiries in relation to incidents, injuries or near misses, to assist Opal with its reasonable inquiries and promptly cooperate with any requests by Opal for information, documentation or access to interview the Supplier's employees; and
- (g) without limiting the Supplier's obligations under these Conditions of Purchase, on and from the date of these Conditions of Purchase, to the extent permitted by Law, to indemnify Opal against any loss, expense, liability or damage suffered or incurred by Opal which may arise as a result of any breach of these Conditions of Purchase or the legislative requirements by the Supplier relating to any occupational health and safety issue, site issue or other matter while on any Opal Site.

14 Insurance

14.1 For the duration of these Conditions of Purchase, the Supplier must arrange and maintain at its own expense public and product liability insurance for an amount not less than \$10 million for the Supplier's own risk and that of its own employees, agents and subcontractors including without limitation, workers' compensation with the interest of Opal noted as principle and including a cross liability clause.

14.2 The Supplier, upon request from Opal, must provide Opal with a certificate of currency in respect of the insurance required under clause 14.1. The Supplier must not at any time do or suffer anything to be done whereby such insurance may be rendered void or voidable.

15 Warranties

15.1 The Supplier warrants that all Products which it supplies to Opal under these Conditions of Purchase will:

- (a) meet the Product Specifications and all other requirements set out in these Conditions of

- Purchase, in a relevant Purchase Order or as otherwise agreed in writing between the parties;
- (b) strictly conform to any description or sample of the Products provided to Opal by the Supplier;
 - (c) be of merchantable quality and fit for any purpose which Opal makes known to the Supplier (expressly or impliedly) or for which the Products are commonly supplied;
 - (d) be performed with due care and skill and by appropriately qualified and trained personnel;
 - (e) be safe and free from defects in design, material and workmanship;
 - (f) be free from all Encumbrances (and that the Supplier has good title) and will not be subject to any Encumbrances in favour of the Supplier (or any of its related bodies corporate) arising under these Conditions of Purchase or otherwise;
 - (g) immediately be released, or the Supplier will procure the release, of any Encumbrance that is granted and/or registered over the Product; and
 - (h) not infringe any IP Rights of any third person, and the Supplier further warrants that the sale or use of the Products by Opal or any other person will not amount to such an infringement.

15.2 The Supplier warrants that it understands and has been compliant with, and will continue to act in compliance with, the Chain of Responsibility Legislation.

15.3 Notwithstanding any other rights which Opal may have under these Conditions of Purchase or at Law, if the Supplier breaches any of the warranties set out in this clause 15, Opal may at its option:

- (a) require the Supplier to resupply the Products at the Supplier's cost (including all transport, delivery and other reasonable costs which may be incurred by Opal in storing and returning unsatisfactory Product to the Supplier) within a reasonable time; or
- (b) terminate the relevant Purchase Order and require the repayment by the Supplier of any amounts which Opal may have made pursuant to that Purchase Order.

15.4 These representations and warranties are in addition to any representation, warranty or guarantee given by the Supplier in respect of the Products or any representation, warranty, guarantee or term set out in a Purchase Order or implied or imposed by Law. Any inspection of the Products exercised under clause 8 does not affect the representations and warranties provided in this clause 15.

16 Release and Indemnity

16.1 The Supplier hereby indemnifies, releases and holds Opal, its directors, officers, employees, related bodies corporate and agents harmless from and against all actions, claims, charges, costs (including those incurred by Opal in connection with a Product Recall), expenses (including legal fees), losses, damages and other liabilities whatsoever arising directly, indirectly or consequentially out of or otherwise in connection with:

- (a) the Supplier's breach of clauses 11, 12, 13, 20 or 21; or;
- (b) any personal injury or property damage caused by the conduct, act or omission by the Supplier in connection with:
 - (i) the manufacture, production, importation, packaging, labelling, transportation, delivery, unloading, or sale of the Products by the Supplier; or
 - (ii) the use, sale or supply of the Products by Opal or any customer of Opal.

17 Confidentiality

The Supplier must keep confidential any information relating to, or contained in, these Conditions of Purchase and any Purchase Order, volumes, prices and specifications developed specifically for Opal or disclosed by Opal or its related bodies corporate or made available to the Supplier in accordance with or as a result of the supply of Products under these Conditions of Purchase, a Purchase Order or a written agreement between Opal and the Supplier.

18 Force Majeure

A party will not be in default or breach of these Conditions of Purchase or a Purchase Order, or will not otherwise be liable to the other party, for any delay or failure to perform arising from a Force Majeure Event, provided that the party affected by such occurrence gives written notice thereof to the other party within seven (7) days of the commencement of that occurrence, and takes reasonable steps to mitigate and overcome the Force Majeure Event.

19 Intellectual Property

19.1 The Supplier must indemnify Opal in respect of any loss, damage, expense, claim or liability suffered or incurred by Opal in connection with any claim by a third party alleging infringement of any IP Rights in relation to the Products or any work to be performed in connection with these Conditions of Purchase or a Purchase Order. All IP Rights in any Material developed by either the Supplier or Opal or on behalf of Opal in connection with the Products or in connection with any work to be performed pursuant to these Conditions of Purchase or a Purchase Order must belong to, or vest immediately upon creation in, Opal.

19.2 The Supplier shall be licensed to use any Material provided by Opal solely to the extent required and for the purpose of fulfilling its obligations under a Purchase Order and these Conditions of Purchase.

20 Compliance with Modern Slavery Laws

20.1 The Supplier must take all reasonable steps to ensure there is no Modern Slavery in the Supplier's operations and supply chains, or that of the Supplier's subcontractors and suppliers, including:

- (a) establishing appropriate systems and processes to ensure any risks or occurrences of Modern Slavery in the Supplier's supply chains or any part of the Supplier's business are identified, assessed and addressed;
- (b) undertaking due diligence of the Supplier's own suppliers and subcontractors to ensure that any risks or occurrences of Modern Slavery in their supply chains or any part of their businesses are identified, assessed and addressed;
- (c) implementing a system of training for the Supplier's employees in relation to the identification, assessment and addressing of Modern Slavery;
- (d) preparing and providing to Opal no later than 31 January each year, an annual report documenting the steps taken to identify and address risks or occurrences of Modern Slavery in the Supplier's supply chains, or in any part of the Supplier's business, including a record of all training completed by employees;
- (e) notifying Opal as soon as reasonably practicable after the Supplier becomes aware of, or has a reasonable basis for suspecting, instances of Modern Slavery in the Supplier's supply chains or any part of the Supplier's business; and
- (f) within such reasonable timeframes as are agreed with Opal, undertaking, at the Supplier's own cost, remediation actions to address and cease any instances of Modern Slavery in the Supplier's supply

chains or any part of the Supplier's business. Any remediation action must address Modern Slavery occurrences to the reasonable satisfaction of Opal.

20.2 The Supplier must provide all reasonable assistance (including the provision of information and access to documents) that Opal reasonably requires to enable Opal to comply with its obligations under the *Modern Slavery Act 2018* (Cth).

21 Compliance with Anti-bribery Laws

In performing the Supplier's obligations under these Conditions of Purchase, the Supplier must:

- (a) not seek, accept, offer, give, promise or permit any payment, service, gift or other benefit from or to any person or firm, to obtain or retain business or business advantage, which is not a legitimate payment or benefit permitted by Law, or cause the seeking, acceptance, giving, promising or permitting of any such payment, service, gift or other benefit;
- (b) not engage in any activity, practice or conduct that would constitute an offence under any Anti-bribery Law if such activity, practice or conduct were carried out in Australia or other relevant jurisdiction as the case may be;
- (c) have and maintain throughout the term of these Conditions of Purchase policies and procedures that are designed to ensure the Supplier's compliance with Anti-bribery Law;
- (d) include, in each of the Supplier's contracts with the Supplier's subcontractors and/or suppliers, anti-bribery provisions that are at least as onerous as those set out in this clause 21; and
- (e) provide evidence of the implementation of the policies and procedures referred to in this clause 21 when reasonably requested to do so by Opal.

22 Trusts

If the Supplier is a trustee of a trust (**Relevant Trust**), the Supplier warrants and represents to Opal that:

- (a) the Supplier is the only trustee of the Relevant Trust;
- (b) no action has been taken or has been proposed to remove the Supplier as trustee of the Relevant Trust;
- (c) there is no subsisting breach of the Relevant Trust deed;
- (d) the Supplier has the power and, to the extent necessary, is authorised to enter into these Conditions of Purchase and any Purchase Order and to accept the obligations as trustee of the Relevant Trust;
- (e) there are and will at all times be sufficient assets in the Relevant Trust to meet or otherwise satisfy the Supplier's obligations arising from these Conditions of Purchase and any Purchase Order; and
- (f) the Supplier is indemnified out of the assets of the Relevant Trust.

23 General

23.1 These Conditions of Purchase, as they apply to a Purchase Order already issued by Opal, may only be varied, supplemented or replaced by a document signed by both Parties. The Supplier acknowledges that future Purchase Orders will be subject to the relevant Opal standard terms in place as at the date of the Purchase Order (as notified to the Supplier), which may be different to these Conditions of Purchase.

23.2 No failure to exercise, or any delay in exercising any right, power or remedy by a party under these Conditions of Purchase operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

23.3 These Conditions of Purchase are governed by the Laws of Victoria, Australia and each party will submit to the non-

exclusive jurisdiction of courts exercising jurisdiction there in connection with all matters concerning these Conditions of Purchase or a Purchase Order.

23.4 No clause in these Conditions of Purchase is to be construed as requiring any person to act in a manner, or to direct another person to act in a manner that is contrary to the Chain of Responsibility Legislation.

23.5 Nothing in these Conditions of Purchase is intended to exclude, restrict or modify rights which Opal may have at Law, under common law, legislation or otherwise which may not be excluded, restricted or modified by agreement.

23.6 Where any provision of these Conditions of Purchase is deemed illegal or unenforceable, the parts of the clause(s) that are deemed illegal are unenforceable and are to be severed from these Conditions of Purchase and all other provisions will remain unchanged.

24 Construction and interpretation

Unless expressed to the contrary, in these Conditions of Purchase and a Purchase Order:

- (a) words in the singular include the plural and vice versa;
- (b) headings do not affect the interpretation of these Conditions of Purchase;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded;
- (g) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) "\$" or "dollars" is a reference to Australian currency;
 - (vii) this or any other document includes the document as novated, varied or replaced despite any change in the identity of the parties; and
 - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form.