Form # 8 TERMS AND CONDITIONS (Version # 7)

1. CONTRACT Gunns Timber Products (Principal) Terms & Conditions Of Contract – Contract means:

1.1Where an Order or request for Works is issued to the Contractor, unless specified otherwise by the Principal, then this Terms and Conditions of Contract, any specifications contained in the Order, together with the attached order shall constitute the contract document and record the entire terms of Contract.

1.2Where a Statement of Requirement is issued with any such order then it will form part of the Contract and the Contractor will be bound by it.

2. WORKS & TERM:

2.1 Works means all works, goods and/or services in the works order and any additional works, goods and/or services necessary for the performance of the contract and includes all variations agreed between the parties.

2.2 Without prejudice to any of the Principal's rights under this Contract, this Contract shall commence upon the Principal issuing to the Contractor the Order for Works and/or Specifications and shall terminate upon acceptance of the Works by the principal.

2.3 The Principal may in its absolute discretion suspend the whole or any part of the Works under this Contract whether for the whole of the Contract term or otherwise and the Contractor agrees to such suspension without entitlement to any claim for loss, costs or damages against the Principal.

2.4 If either party is unable to perform any of its obligations under this Contract due to Force Majeure or any cause beyond its reasonable control, such party's performance will be excused and the time for performance extended for the period of delay or inability to perform due to such occurrence.

3. SPECIFICATIONS & INSTRUCTIONS:

3.1 The Contractor must at all times comply with all laws, all the Principal's relevant policies, any specifications and/or reasonable instructions issued by the Principal in relation to the Contract. The Contractor must not without prior written consent use at the Principal's premises/sites any employee or former employee of the Principal. The Principal may withhold such consent at its absolute discretion. The Principal may, at its sole discretion, refuse entry to any of its Sites to any Contractor Personnel and the Contractor shall comply with such refusal.

4. STATUS OF THE CONTRACTOR

Notwithstanding any other clauses in this Contract, the Contractor expressly acknowledges and agree that: (a) it has agreed under the terms of this Contract to provide the Works in its capacity as an independent contractor; and (b) nothing contained in this Contract shall be construed or have effect as constituting any relationship of employer and employee, agency, joint venturer or partnership for any purpose whatsoever as between Gunns Timber Products and: (i) the Contractor; or (ii) any sub-contractor, employee, agent or representative of the Contractor for any purpose; and (c) except as is expressly provided for in this Contract, neither party is the agent of, nor has the power or authority to bind the other party; (d) at all material times during the Term of this Contract including any renewal thereof it has and will exercise full control over its employees, agents, subcontractors, representatives or any other party employed or engaged by it to perform the Works; (e) in respect of its employees, it will comply with and/or fulfill all its obligation as an employer whether statutory (for example and without limitation pay roll tax, superannuation guarantee, occupational health safety and welfare) or otherwise; (f) it has the opportunity to seek its own independent legal advice prior to entering into this Contract and enters into this Contract out of its own volition and free from any inducement, coercion, oppression, representation or otherwise by Gunns Timber Products.

5. OBLIGATIONS OF THE CONTRACTOR - The Contractor shall:

a. Retain or engage competent and appropriately experienced and qualified personnel reasonably necessary to provide the Works and be responsible at its own costs for ensuring that they all received the appropriate induction prior to commencing the Works.

b. Perform and complete the Works and, subject to any conditions provided elsewhere in the Contract, provide all supervisory, labour, materials, plant, transport and temporary works that may be necessary.

c. Not vary the Works from the description in the Works order or the specifications without prior written consent of the Principal.

d.Be responsible for the care of Works from the date of commencement until completion including the care, storage and protection of unfixed items and items provided by the Principal.

d. Provide, erect and maintain all barricades, fences, signs, lighting and temporary works necessary for the protection of the Works, other property and for the safety and convenience of the public.

e. Complete the Works to the satisfaction of the Principal with due expedition, without delay and within the time frame specified in the Order or such further time as agreed in writing by the Principal.

f. Not vary the price of the Works from the price agreed or undertake Works, which will incur additional fees or charges, without the prior written consent of the Principal.

6. QUALITY

The Contractor shall correct any defects in the Works at its own cost within 14 days of any notice in writing by the Principal requesting correction. Failing such correction, the Principal may correct such defects at the cost of the Contractor.

7. WARRANTY & INDEMNITY

7.1 Notwithstanding any other clauses in this Contract the Contractor warrants that it will exercise reasonable skill in carrying out the Works and that all Works carried out by it or any person or third party employed by it pursuant to this Contract shall be performed in a competent, careful, proper, diligent workmanlike and professional manner.

7.2 For the period specified in the Order the Contractor agrees to provide a warranty, where applicable:

7.2.1 against faulty workmanship; 7.2.2 for performance of the Service; 7.2.3 for the result of the Service; 7.2.4 The Contractor has authority to supply/sell the materials/goods free from all encumbrances and the Principal will have clear title to the materials/goods upon delivery to the Principal's sites/premises.

7.2.5 All materials/goods provided to the Principal as part of the Works will: (a) Conform with the description in the Order, related specifications and Statement of Requirement; (b) Be safe, of good merchantable quality and be fit and suitable for the known purpose for which it is provided; (c) Be new unless otherwise notified in writing by the Principal.

7..3 The Contractor shall indemnify and keep indemnified the Principal its employees and agents and hold each of them harmless from and against: (a) any loss or damage suffered by the Principal or any third party including loss or damage resulting from injury (including death) to any person including the Contractor, its employees and agents; (b) all fines or statutory penalties imposed, in connection with the Works performed by the Contractor its employees and agents that is the subject of this Contract, whether at common law or under any statute, save for loss due to the sole negligence of the Principal or loss occurring without the negligence of the Contractor, its employees, or any person or third party employed by it pursuant to this Contract.

8.0 TERMS OF PAYMENT

Unless agreed otherwise payment will be made within30 days of the last day of the month in which an invoice is received by the Principal but subject always to: (a)the price being in accordance with this Contract; (b) all Works, materials/goods and equipment being received and accepted by the Principal as satisfying the Contract documents.

9.0 PUBLIC LIABILITY INSURANCE

The Contractor shall at all times take out and maintain a Public Liability insurance policy with a reputable insurer for a minimum sum of $20 million which may be paid out of any one Occurrence. The Contractor's insurer must be provided with a copy of this Contract prior to taking out the insurance. The policy must cover all matters arising out of or in relation to the provision of the Works as detailed in this Contract including the indemnity provided in this Contract, specifically: (a) all sums which the Contractor become legally liable to pay by way of compensation; (b) all costs awarded against the Contractor in respect of Personal Injury or Property Damage happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with the Contractor's business. The definition of "Personal Injury" and "Property Damage" in the policy wording must not exclude Consequential Loss and the policy must include a Principals Indemnity extension. The Contractor must not commence the Works until confirmation of such policy of insurance is given to the Principal. The Contractor must not do anything that may render the Contractor's insurance policy void and must annually provide the Principal with a public liability certificate of currency and if requested, a copy of the policy.

10.0 SUB CONTRACTING - The Contractor shall not assign, transfer, mortgage or dispose of any of its rights under this Contract or sub contract the Works with out the written permission of the Principal.

11.0 OCCUPATIONAL HEALTH, SAFETY & WELFARE

11.1 The Contractor shall comply with all provisions and associated regulations of the OHS&W Act pertinent for each state and/or related, relevant legislations as amended and will ensure its employees comply with all the regulations, improvement notices, prohibition notices and codes of practice issued thereunder and having application to this Contract.

11.2 The Contractor shall comply with all reasonable directions and procedures relating to security and occupational health, safety & welfare as required by the Principal when Works are to be undertaken at premises or facilities of the Principal.

11.3 The Contractor agrees to immediately notify the Principal of any incident arising from undertaking of the Contract including those involving the public.

12.0 WORK COVER – Where applicable the Contractor shall:

12.1 Ensure that it is registered as an employer under the relevant WorkCover legislations as amended and that it pays all levies due thereunder in respect of its employees engaged in or about the Works.

12.2 To the extent permissible at law and without limiting the Principal's own obligation under the relevant WorkCover legislations, agree to indemnify the Principal in respect of any actions, claims, demand, suit or proceedings made by an employee of the Contractor brought in connection with the relevant WorkCover legislations as amended.

13.0 DISPUTES All disputes or differences arising between the Principal and the Contractor shall be referred to an arbitrator who shall be mutually agreed upon by both parties.

14.0 ENVIRONMENT

14.1 The Contractor shall, at all times and at its own expense, maintain the Site and/or Work Area in a clean and tidy condition and shall ensure that all chemicals, waste oils, lubricants, drums, cartridges, waste materials and hazardous substances (collectively "Chemicals") utilized by the Contractor are contained and promptly removed from site and disposed of in a manner in accordance with the relevant State Legislative requirements. Under no circumstances is any dumping of Chemicals, is permitted on any land owned and/or operated and/or managed by Gunns.

14.2 The Contractor shall at all times, comply with any environmental guidelines, restrictions or conditions governing the Principal's operation and/or the Contractor in the provision of the Works.

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