

GENERAL CONDITIONS OF PURCHASE

This Purchase Order, which incorporates the following terms and conditions is only intended to apply to Deliverables with an aggregate Price that does not exceed AUD\$100,000 (exclusive of GST). If the aggregate Price for the Deliverables exceeds that value, the Seller must notify the Buyer before acknowledging receipt of the Purchase Order Form or commencing supply, performance or delivery of the Deliverables.

1. Interpretation and Definitions

In this Purchase Order:

The words 'include' and 'including' are not words of limitation. A reference to a statute includes its delegated legislation and includes consolidations, amendments, re-enactments and replacements. A reference to time is to local time in the Place.

Apportionment Legislation means all of Part 1F of the *Civil Liability Act 2002* (WA) if the Place is Western Australia and the equivalent provision of the written law of any other state or territory if the Place is that state or territory.

Buyer means Osborne Cogeneration Pty Ltd (ACN 072 027 331).

Customs Duty means any duty levied under the *Customs Act 1901* (Cth) or any other duty relating to the importation of any part of the Deliverables.

Dangerous Good means any substance or thing designated as a dangerous good or dangerous substance pursuant to the written law of the Place, in respect of which requirements regarding manufacture, importation, sale, transport, storage, handling and/or labelling apply.

Defect means any defect, fault or omission in the design, materials or workmanship of the Deliverables that renders any part of the Deliverables non-compliant with any aspect of this Purchase Order.

Defects Liability Period with respect to a Deliverable means the period starting when the Buyer accepts that Deliverable and ending 12 months after that date.

Deliverables means the Merchandise and Services identified in the Purchase Order Form that the Seller is to supply to, perform for, and deliver to, the Buyer pursuant to this Purchase Order.

Deliverables IP means IP created as a result of performing this Purchase Order.

Existing IP means the IP of a party that is in existence at the date the Seller accepts, or is deemed to accept, this Purchase Order or comes into existence after that date otherwise than in connection with this Purchase Order.

Good Industry Practice means, in relation to the performance of any obligation under this Purchase Order, adherence to a high standard of practice, which includes:

- a) the exercise of the degree of skill, diligence, prudence and foresight which would reasonably be expected from a competent, experienced and qualified supplier of goods and/or services comparable to the Deliverables under similar circumstances applicable to the Seller under this Purchase Order; and
- b) the exercise of reasonable judgment and decision-making in a manner that promotes efficiency, safety, security, environmental protection, expedition, coordination, good governance and regulatory and contractual compliance.

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

IP means all intellectual and industrial property rights, including trademarks, copyright, inventions, patents, designs, circuits and other eligible layouts, database rights and other intellectual property rights.

Legal Requirements means all acts, regulations, by-laws, orders made by a competent authority, industrial awards and agreements, relevant codes of practice and advisory standards, approvals, consents, permits or other authorisations.

Merchandise means goods and materials that the Seller is to supply and deliver to the Buyer pursuant to this Purchase Order.

Personal Information means all personal information (as that term is defined in the *Privacy Act 1988* (Cth)) that the Seller is in possession of as a consequence of performing this Purchase Order.

Place means the state or territory of Australia in which the Buyer issues the Purchase Order Form.

Price means the price payable for the Deliverables as set out in this Purchase Order Form.

Purchase Order means the agreement comprising the Purchase Order Form and these terms and conditions.

Purchase Order Form means the purchase order form accompanying,

incorporating or attached to these terms and conditions.

Seller means the supplier named on the Purchase Order Form.

Services means contracting and/or consultancy services that the Seller is to perform for, and deliver to, the Buyer pursuant to this Purchase Order.

2. When these terms and conditions apply

- a) These terms and conditions do not apply where there is a current executed contract between the parties for the supply of the Deliverables, unless otherwise expressly stated in that contract.
- b) No terms or conditions submitted by either party that are in addition to, different from or inconsistent with those contained in this Purchase Order, including the Seller's printed terms and conditions, and any terms and conditions contained in any Seller's quotation, invoice, order acknowledgement, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either party unless specifically and expressly agreed to in writing referring to this clause 2 and signed by a duly authorised representative of both parties.
- c) These terms and conditions are negotiable between the Seller and the Buyer. The Seller is taken to have accepted these terms and conditions on the earlier of the date of acknowledgement of receipt of the Purchase Order Form or the date the Seller commences supply, performance or delivery of any of the Deliverables.

3. Governing Law

The laws of the Place apply to this Purchase Order. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Place, and the courts competent to determine appeals from those courts, to decide any matter arising out of this Purchase Order.

4. Sale and Purchase of Deliverables

The Buyer agrees to buy and receive, and the Seller agrees to sell and deliver, each of the Deliverables in accordance with the terms and conditions of this Purchase Order.

5. Delivery

The Seller must deliver the Deliverables (and each Deliverable, where the Purchase Order requires them to be delivered separately) at the time or within the period specified in the Purchase Order Form.

Delivery must take place at the location set out in the Purchase Order Form and, unless otherwise agreed, includes all packing, loading, transport, unloading, unpacking, installation, commissioning and testing. The Buyer is not required to accept early or late delivery. Delivery shall be deemed not to be complete until the Deliverables have been accepted by the Buyer (acting reasonably). The Buyer's acceptance of Deliverables entitles the Seller to issue an invoice pursuant to clause 21 and:

- a) is not evidence or an admission that the Deliverables have been delivered in accordance with this Purchase Order; and
- b) if the Buyer signs a Seller's delivery slip or other acknowledgement, this will constitute evidence of acceptance but (unless agreed in writing, referring to this clause 5) will not have the effect of incorporating additional terms into, creating new terms with respect to, varying or waiving any part of this Purchase Order.

6. Title and Risk

- a) Free and clear title to the Deliverables passes to the Buyer on the earlier of payment for the Deliverables or delivery of the Deliverables in accordance with this Purchase Order (as the case requires). If directed by the Buyer, the Seller must provide evidence acceptable to the Buyer of the Seller's title to the Deliverables. A Deliverable remains at the Seller's risk until completion of delivery of that Deliverable in accordance with this Purchase Order.
- b) The Seller warrants that it is the absolute owner of the Merchandise being supplied with good and exclusive title thereto, free and clear of any liens, charges, encumbrances or third party rights or claims. All designs, drawings, samples, patterns, tools and any other materials supplied by, loaned by, or paid for by the Buyer in relation to this Purchase Order shall remain or become the property of the Buyer.
- c) All goods, materials, equipment and the like removed

from the existing facility in the course of or in connection with the provision of the Services (**Salvage**) pursuant to this Purchase Order shall remain the property of the Buyer. The Seller must dispose of any Salvage at its own cost, unless the Buyer elects to keep any of it.

7. Quality

Unless otherwise agreed in writing, the Seller will comply with Good Industry Practice, including AS/NZ ISO 9001:2000 Quality management systems – Requirements, in relation to the supply of, performance of and delivery of the Deliverables. The Deliverables must conform with the description of the Deliverables and any applicable specification or technical standard which forms part of that description. Merchandise shall be new, free from Defects or damage, of good merchantable quality, fit for the known purpose for which the Merchandise is supplied (or the purpose for which such Merchandise would ordinarily be used) and meet all Legal Requirements, generally accepted industry standards, and any specification provided by the Buyer. The Buyer may, acting reasonably, at its cost and with reasonable notice to the Seller, carry out an inspection of the Deliverables at the Seller's premises.

If the Deliverables do not comply with the requirements of this Purchase Order then the Buyer may direct the Seller:

- a) that it rejects all or some of the Deliverables, in which case the Seller must remove such Deliverables and, where applicable, reinstate the Buyer's premises to the condition it was in before the Seller started delivering the Deliverables;
- b) to re-supply, re-perform and/or re-deliver the Deliverables; or
- c) to rectify the Deliverables so that they comply with this Purchase Order.

The Seller must comply with the Buyer's direction within the time stipulated in the direction (or if none, within a reasonable time). The Buyer must act reasonably in stipulating the time for compliance with a direction.

Any inspection of, approval of, or comment on, any aspect of the Deliverables does not relieve the Seller of any of its obligations under this Purchase Order.

8. Liability for Defects

If the Buyer discovers any Defect in the Deliverables, the Buyer may at any time during the Defects Liability Period, give notice in writing to the Seller identifying the Defect and the date by which it is to be remedied. The Buyer must act reasonably in stipulating the time for remedying a Defect.

If the Buyer gives notice to the Seller, the Seller must repair or replace the Defect within the time stipulated in the notice. The Seller's obligation to remedy Defects includes any labour for removal of the part(s) and re-installation and the costs of testing and re-commissioning the Deliverable.

9. Occupational Health and Safety

No construction work may be done under this Purchase Order. If the Seller considers that the performance of this Purchase Order requires it to undertake construction work, it must notify the Buyer before acknowledging receipt of this Purchase Order or commencing supply, performance or delivery of the Deliverables. Each party must comply and must assist the other party to comply with its obligations under any Legal Requirement in relation to the health and safety of its employees and any third parties.

10. Warranties

- a) The Seller must, to the maximum extent possible, obtain for the benefit of the Buyer any manufacturer's warranties applicable to the Deliverables. If it is not possible for the Seller to obtain a manufacturer's warranty for the benefit of the Buyer then the Seller must itself give a warranty to the Buyer on the same terms as the manufacturer's applicable standard warranty.
- b) These terms and conditions are deemed to include all consumer guarantees that the Buyer would be entitled to as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent state or territory legislation (**Australian Consumer Law**) as if the Buyer were a 'consumer' within section 3 of the Australian Consumer Law. The consumer guarantees are incorporated into these terms and conditions as warranties given by the Seller to the Buyer.
- c) The warranties referred to in this clause 10 are in addition to any express warranty provided by the Seller

or the manufacturer, including a warranty against Defects.

11. Variations

There will be no variations to the performance of the Deliverables unless otherwise agreed in writing.

12. Firm Price, GST and duties

Subject to the Seller properly performing and delivering the Deliverables, the Buyer must pay the Seller the Price in accordance with the period for payment specified in the Purchase Order Form (or if none specified, within 30 days of receipt of an invoice in accordance with clause 21). Each Price stated in the Purchase Order is, unless otherwise agreed in writing:

- a) in Australian Dollars;
- b) exclusive of GST;
- c) fixed and not subject to any escalation or other change; and
- d) inclusive of all costs incurred by the Seller in the supply, performance and delivery of the Deliverables (including any costs related to negotiating this Purchase Order).

If GST is imposed on any supply the Seller makes under this Purchase Order, the Seller may recover from the Buyer (provided it has first provided the Buyer with a valid tax invoice), in addition to the Price, an amount equal to the GST payable in respect of that supply.

If the Deliverables include importing goods into Australia, unless otherwise agreed by the parties in writing, the Seller agrees that the Price includes the supply of, and the Seller is required to supply, all of the Deliverables to the location specified in the Purchase Order Form, including:

- a) packing, loading, shipping, rail and trucking;
- b) security, customs and border clearance;
- c) payment of all customs fees and Customs Duties; and
- d) receiving, unloading, handling, terminal and freight charges, storage and unpacking.

13. IP

- a) The parties acknowledge and agree that each party remains the owner of its Existing IP.
- b) The Seller agrees that all Deliverables IP will be vested in the Buyer and will be the Buyer's property as and when created and the Seller transfers all rights, title and interest in the Deliverables IP.
- c) The Seller grants the Buyer a perpetual, irrevocable, world-wide licence to use, transfer and sub-license all Existing IP owned by the Seller and embodied in or relating to the Deliverables.
- d) If there is any IP embodied in or relating to the Deliverables that is not owned by the Seller, the Seller must procure, prior to delivery of the Deliverables, that the relevant third parties grant to the Buyer a perpetual, irrevocable, world-wide licence to use, transfer and sub-license that IP for all purposes connected with this Purchase Order and the Deliverables.

The Seller warrants that the sale and use of the Deliverables will not infringe or contribute to the infringement of any person's rights in relation to IP, within or outside of Australia.

14. Performance and delivery of the Deliverables

The Seller must, and must ensure that its personnel supply, perform and deliver the Deliverables:

- a) in accordance with Good Industry Practice;
- b) efficiently and liaising and cooperating with the Buyer's personnel and other people on the Buyer's premises and keeping any delay and disruption to the Buyer's ordinary business operations to the minimum reasonably possible;
- c) ensuring that any person carrying out any activity in connection with the supply, performance or delivery of the Deliverables on the Buyer's premises complies with:
 - a. all Legal Requirements;
 - b. all the Buyer's safety, health and environment rules, regulations, guidelines and procedures (where applicable) including the Buyer's:
 - i. Safe Work Processes;
 - ii. Permit to Work Procedure;
 - iii. Contractor Safety Handbook;
 - iv. Site Induction; and

- c. all instructions or directions issued by the Buyer.

Without limiting any of its other obligations, the Seller must provide all personal protective equipment to any person carrying out the Services at the Buyer's premises and (unless the Buyer elects to keep any waste or other materials under clause 6) to dispose of all waste or unwanted material following the delivery of the Deliverables.

15. Supply of Dangerous Goods

If this Purchase Order relates to the supply of a Dangerous Good, the Seller must comply with all relevant laws including to provide a Material Safety Data Sheet or equivalent data sheet (MSDS) prior to, or at the time of first delivery of the Dangerous Good to the Buyer. Delivery of the Dangerous Good will not be accepted on the Buyer's premises without a current MSDS. MSDSs over 5 years old or MSDSs that are out of date must be renewed by the Seller upon next delivery of the Dangerous Good.

16. Confidentiality

All documents, designs, drawings, specifications, samples or information in whatever format provided by the Buyer to the Seller shall be treated as confidential by the Seller, used only in relation to this Purchase Order and only disclosed to the Seller's employees and subcontractors on a need to know basis after written acknowledgement of confidentiality is obtained from such parties.

17. Indemnity

The Seller is solely responsible for and indemnifies and holds the Buyer harmless from and against all allegations, claims, suits, proceedings, demands, damages, actions, losses, costs or expenses of any kind (Claim or Loss) that the Buyer suffers, sustains or incurs arising from any one or more of the following:

- a) a breach by the Seller of any Legal Requirement applicable in the Place at the time that the Seller accepts or is deemed to accept this Purchase Order;
- b) a breach by the Seller of any of the Seller's obligations (including any warranty) under this Purchase Order; and
- c) any negligent act or omission or willful misconduct by the Seller in connection with the performance (non-performance or mis-performance) of this Purchase Order.

The Seller's liability to indemnify the Buyer is reduced proportionally to the extent that any breach of this Purchase Order or negligent act or omission of the Buyer contributed to the Claim or Loss suffered, sustained or incurred by the Buyer.

18. Insurance

The Seller must obtain and maintain, during any period it is supplying, performing or delivering the Deliverables, insurance in an amount, on the terms and covering the risks consistent with Good Industry Practice. Without limiting the condition in the previous sentence, the Seller must obtain and maintain, during any period it is supplying, performing or delivering the Deliverables:

- a) public and products liability insurance covering liability for loss of or damage to property and death of or injury to any person in an amount not less than \$10,000,000 for each and every claim, extending to liability arising out of the use of unregistered vehicles;
- b) where any Services are professional services, professional indemnity insurance covering liability arising from any act, error or omission in connection with the professional activities or duties under this Purchase Order, with a limit of liability of not less than \$5,000,000 per claim and \$10,000,000 in the aggregate; and
- c) all statutorily required workers' compensation insurance applicable to the supply, performance or delivery of the Deliverables.

Wherever commercially available, the insurances referred to in this clause must contain a waiver of subrogation clause to ensure the Seller's insurers waive their rights of subrogation against the Buyer and its personnel.

Upon written request from the Buyer, the Seller must provide evidence of, or certificates of currency with respect to, the insurance policies held by the Seller that are relevant to the supply, performance or delivery of the Deliverables.

If the Buyer requests, the Seller must promptly make and pursue a claim under its insurance policies where:

- a) liability, loss or damage has occurred and is covered under any of the Seller's insurance policies (Loss or Damage);

- b) there are reasonable prospects of the claim succeeding; and
- c) some or all of the proceeds from a successful claim could be applied towards any Loss or Damage,

however, this clause does not apply in circumstances where the Seller is ready, willing and able to pay for the Loss or Damage on its own account. The insurances referred to in this clause are primary and not secondary to the indemnities in this Purchase Order.

19. Assignment, subcontracting and proportionate liability

The Seller must not assign this Purchase Order and any purported assignment is void.

The Seller may not subcontract the performance of any of the obligations under this Purchase Order unless it obtains the Buyer's prior written consent, which consent may be withheld at the discretion of the Buyer. Unless otherwise agreed in writing, the Seller remains entirely responsible for the performance of all of the obligations under this Purchase Order despite any subcontracting of them allowed by the Buyer.

To the extent permitted by law, the operation of the Apportionment Legislation is excluded in relation to any and all claims, rights, obligations and liabilities arising under or in relation to this Purchase Order howsoever such claims, rights, obligations or liabilities are sought to be enforced.

20. Packaging

Deliverables shall be properly and adequately packed and all wrappers and containers must bear markings and labels and otherwise be consistent with Good Industry Practice and all Legal Requirements. Packages must also be marked with the Purchase Order number, item number, destination, contents, quality, date and method of dispatch and weight of each package.

21. Invoices

Invoices for each separate Deliverable must be sent to the address of the Buyer in the Purchase Order Form. An invoice must contain at least the following information:

- a) sufficient detail so as to make the invoice a valid "tax invoice" or "adjustment note" (as the case requires);
- b) Purchase Order number;
- c) description of the Deliverable (or any relevant part thereof);
- d) Seller's name and Australian Business Number ("ABN") clearly identifiable;
- e) if the Buyer requests, evidence that the Buyer has the benefit of the warranties pursuant to clause 10a);
- f) if the Buyer requests, evidence that the Buyer has been granted the licence pursuant to clause 13d);
- g) quantity delivered and Price relevant to the quantity;
- h) total invoice amount (including the GST inclusive amount);
- i) evidence of acceptance of the Deliverable;
- j) delivery point, date and dispatch docket number; and
- k) the Seller's contact person's name.

The Buyer may return incorrectly produced invoices and the period for payment will not commence until the Buyer receives a correctly produced invoice. Invoices must not be sent until after acceptance of the Deliverable.

22. Termination for Default

In the event of a breach by a party (the **Defaulting Party**) of any of the terms of this Purchase Order, then unless the Defaulting Party has remedied the breach within 10 business days after receiving a written notice from the other party (the **Non Defaulting Party**) requiring the breach be remedied, the Non Defaulting Party may, at its option, immediately terminate the Purchase Order by written notice to the Defaulting Party.

23. Termination for Convenience

The Buyer may at any time for its sole convenience, and for any reason, by written notice to the Seller terminate this Purchase Order effective from the time stated in the Buyer's notice or if no such time is stated, at the time the notice is given to the Seller. The Buyer may stipulate that a termination notice becomes effective upon the Seller completing one or more Deliverables in accordance with this Purchase Order.

If the Buyer terminates the Purchase Order under this clause 23, the Seller is entitled to be paid:

- a) a reasonable amount for any part of the Deliverables properly performed prior to the date of termination (and not yet paid for), equivalent to the amount which would have been payable under clause 12 if the Purchase Order had not been terminated and the Buyer had accepted the Deliverables; and
- b) any cost or liability which in the circumstances was

reasonably and unavoidably incurred by the Seller in anticipation of the Seller completing delivery of the Deliverables,

provided that the Seller is not entitled to any amount with respect to a Deliverable that:

- c) when aggregated with all other amounts paid by the Buyer for such Deliverable, exceeds the Price of that Deliverable; and
- d) the Seller cannot substantiate to the Buyer's satisfaction (acting reasonably).

If the Purchase Order is terminated under this clause 23, the Seller must:

- a) take all reasonable steps to mitigate the amount payable by the Buyer under this clause; and
- b) if the Buyer requests, immediately hand over to the Buyer all Deliverables prepared by the Seller to the date of termination (whether complete or not).

The Seller is not liable for any Defects in any incomplete Deliverables provided to the Buyer pursuant to this clause.

The amount to which the Seller is entitled under this clause is the Seller's exclusive remedy for termination under this clause and is a limitation on the Buyer's liability to the Seller in connection with the termination of the Purchase Order and the Seller may not make any claim of any kind against the Buyer in connection with the termination of the Purchase Order other than for the amount payable under this clause.

24. Effect of Termination

Termination of this Purchase Order does not release, discharge or relieve either party from any obligations or liabilities which may have accrued under the Purchase Order prior to termination or from any obligation that survives termination.

25. Notices

Service of any notice under this Purchase Order must be in writing and sent to the address set out in the front page of this Purchase Order Form. A notice may be sent as an attachment to an email to:

- a) the email address set out in the Purchase Order Form if it is identified as an email address for the service of notices; or
- b) any email address otherwise notified as an email address for the service of notices.

26. Entire Contract

This Purchase Order states all of the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understanding and agreements in respect of its subject matter.

1. Severability

A provision or part of a clause of this Purchase Order that is illegal or unenforceable may be severed from this Purchase Order and the remaining provisions or parts of the provisions of this Purchase Order continue in force.

27. Waiver and Amendment

No waiver of any right under this Purchase Order will be binding on a party unless in writing and signed by the party giving that waiver. This Purchase Order may not be amended except with the agreement in writing of each party.

28. Indemnities

Each indemnity in this Purchase Order is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion or expiration of this Purchase Order. Provided the Buyer reasonably considers it is entitled to be indemnified for an amount, all obligations to indemnify crystallise immediately as a debt for such amount, which is due and payable on notice by the Buyer of the occurrence of the event the subject of the indemnity, whether or not the Buyer has yet incurred any loss, cost, damage of liability.

29. Remedies Cumulative

Unless expressly stated in these terms and conditions, the rights, powers and remedies provided to the parties in this Purchase Order are in addition to, and do not exclude or limit any other right power or remedy provided in this Purchase Order, by law, statute or equity.

30. Survival of Terms

The following clauses survive termination and a party may rely on them even if it is the breaching or repudiating party:

- a) 3 (Governing Law), 8 (Liability for Defects), 10 (Warranties), 13 (IP), 16 (Confidentiality), 17 (Indemnity), 18 (Insurance), 19 (Assignment, subcontracting and proportionate liability), 21 (Invoices), 23 (Termination for Convenience), 24 (Effect of Termination), 25 (Notices), 26 (Entire Contract), 1

(Severability), 28 (Indemnities), 29 (Remedies Cumulative), 30 (Survival of Terms), 31 (Set Off), 33 (Costs), 34 (Privacy), 35 (Modern Slavery) and 36 (Provision of Information); and

- b) any provision which by implication from its nature is intended to operate or continue to operate after termination, together with any other provisions that are necessary to give effect to any surviving clause in order to interpret or enforce it.

31. Set Off

The Buyer may set off against any amount owing to the Seller any amount owing, or claimed by the Buyer (acting reasonably) to be owing, by the Seller to the Buyer under this Purchase Order or elsewhere.

32. Time of the essence

Time is of the essence in respect of the Seller's obligations under this Purchase Order.

33. Costs

Where the Seller is required under this Purchase Order to perform an obligation, matter or thing, or discharge a liability, the Seller must do so at its own cost, unless expressly provided otherwise.

34. Privacy

The Seller must:

- a) comply with the Buyer's reasonable directions concerning the use, security and disclosure of Personal Information;
- b) comply with the *Privacy Act 1988* (Cth);
- c) use Personal Information only for the purpose of performing this Purchase Order;
- d) not use, modify or disclose Personal Information without the Buyer's prior written consent; and
- e) put in place measures, in accordance with Good Industry Practice, to protect Personal Information from unauthorised use, modification, access or disclosure.

35. Modern Slavery

The Seller must:

- a) comply with all applicable laws in relation to Modern Slavery (as defined in the *Modern Slavery Act 2018* (Cth));
- b) take reasonable steps to ensure there is no Modern Slavery in its supply chains;
- c) notify the Buyer as soon as it becomes aware of any actual or suspected Modern Slavery in any supply chain that has a connection with this Purchase Order; and
- d) maintain records in a reasonable level of detail concerning the steps it has taken in compliance clause 35b) and, upon the Buyer's request, provide the Buyer with such information and assistance as the Buyer reasonably requires to investigate and report any actual or suspected instance of Modern Slavery and/or in order for it to comply with its obligations under the *Modern Slavery Act 2018* (Cth).

36. Provision of information

The Seller must maintain, in accordance with Good Industry Practice, proper business, accounting and financial records and any other records the Buyer reasonably requires. The Buyer may, from time to time during the period the Seller is required to maintain such records, request copies of the Seller's records relating to the Seller's performance of, or compliance or non-compliance with, this Purchase Order. The Seller must provide complete and accurate copies of the relevant records within 7 days of the Buyer's request.

37. Integrity

Any purchasing irregularities can be reported to the ATCO Integrity Line at www.atcointegrity.com or by telephoning 1-800-238-497 in Australia or 00-1-604-640-7831 (collect call) outside Australia.