



Highforce Pty Ltd

190 Flower Street
Northgate Qld 4013

E: accounts.payable@highforce.com.au

ABN: 22 141 830 800

PURCHASE ORDER

Date 12 MAR 25
Job Contact John Lea, Rodel
Delivery Date 05 MAY 2025

Purchase No **38935**
HF Requisitioner Nick McAskill

Supplier Details

Sustaine Electrical & Solar (Previously Cave Electrical)
Unit 10 / 130 Jonson Street
Byron Bay NSW 2481

Ship To

Special Instructions

Job Description:

10034524 FARMCOTE STATION (FARS)

Site Access:

1. Travel from Broken Hill along Menindee Road. Approximately 14km from Broken Hill, turn left at coordinates -32.021566, 141.585787 onto a farm track. Travel 270m to a locked gate, then traverse cross-country 240m to the site.

2. Crown Lands Telecommunications Team contact:

Email: telecommunications@crowland.nsw.gov.au

Phone: 02 4920 5057

3. Leaseholder contacts:

Kym Andrews: 08 8087 2125

Nick Andrews: 0417 943 879

4. NSWTA site access protocols must be followed at all times.

Scope of Work:

Electrical Installation:

1. New NSWTA Solar Hybrid Solution with Permanent Diesel Generator Backup:

Installation of a new solar PV array, marshalling panel, and associated wiring.

Installation of a permanent diesel generator and emergency generator changeover system.

Compliance with all relevant Australian Standards, including AS/NZS 5033:2021, AS/NZS 3000:2018, and NSWTA specifications.

2. New Obstacle Lighting System:

Installation in accordance with CASA Manual of Standards Part 139 and manufacturer specifications.

Description of Works:

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Qty	Description	Price (AUD)
1	Wire new Solar PV array: 18 x 370W panels (6x3 rows/strings). Cover DC cables with Flex PVC conduit (client-supplied) and terminate in Junction Box (client-supplied).	\$5,143.44
1	Install generator changeover Distribution Board (DB) including generator inlet socket (3-phase) and external power socket for emergency generator.	\$2,111.28
1	Install cable tray and DC cables from the Solar Array to Marshalling panel.	\$2,601.38
1	Install Marshalling panel to external shelter, connect Solar DC cables, and install 6.0mm earth.	\$1,044.54
1	Assist site technician with solar connections and testing with BAI NOC.	\$905.45
1	Install earthing for panels. Earth clamps supplied FIM. Equipotential earthing for structures not included.	\$1,558.72
1	Mobilisation from Sydney to Broken Hill (2288km round trip) with 2x 4WD vehicles and 4 personnel.	\$13,816.50
3	Mobilisation to site daily (60km round trip, 1 hour) with 2x 4WD vehicles and 4 personnel.	\$1,898.18
16	Living Away From Home Allowance (daily per person as per Electrical Award 2024).	\$5,000.00
1	Install Solar Off-grid connect label kit.	\$244.42

Subtotal: \$34,323.91**Total: \$37,756.33**

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Notes:

All materials to be supplied by the contractor except where stated otherwise.

Any cost variation to be raised with Highforce Project Team and approval must be obtained prior to incurring any extra cost.

Any issue to be raised with Highforce Project Team for clarification and directive.

Variations:

Any variation or issue on site to be raised with Highforce for clarification or directive.

Any work that may result in a cost variation to be raised with Highforce and written approval must be obtained prior to incurring any extra cost.

Payment Milestones:

80% on site completion of engaged works and submission of the full HOP to Highforce.

20% on approval of the full HOP by Highforce.

Variation payment milestones to be agreed prior to any works classed as variation being undertaken.

ALL STAFF ATTENDING SITE ARE TO HAVE ALL HIGHFORCE, NSW TA & SITE INDUCTIONS COMPLETED AND APPROVED PRIOR TO COMMENCING WORK.

ADVISE HIGHFORCE ASAP IF ANY CHANGE IS MADE TO PERSON(S) ATTENDING SITE AS HIGHFORCE APPROVAL IS NEEDED.

APPROVED STAFF ONLY: TBC

Item	Qty	Job	Description	Rate	Amount
1.	/		Site: Farmcote Station		
2.	N/A / ITEM	HJ45301-03	Job Description: 10034524 FARMCOTE STATION (FARS)	34,323.91	34,323.91
				Total	\$34,323.91
<i>plus GST as applicable</i>					

1. Please supply the following goods and/or services in accordance with the Terms and Conditions of this Purchase order including any annexed documentation where applicable.
2. Values shown are exclusive of GST.
3. All Invoices MUST quote the Purchase Order No **38935** and be emailed to accounts.payable@highforce.com.au.
4. Payment is 30 days after EOM subject to a compliant Tax Invoice showing the Purchase Order as noted above.
5. Only authorised, approved personal are to perform this works as approved by HighForce Pty Ltd as at the date of this Purchase Order. Any changes to personal performing the works will require prior notice to HighForce Pty Ltd and written consent by HighForce Pty Ltd before work commences.
6. **Drone Services** – Whenever the Contractor is supplying drone services the Contractor must ensure that any insurance policy required under this agreement names HighForce as an insured party and includes a cross liability clause pursuant to which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term "insured" as applying to each of the persons constituting the insured as if a separate policy of insurance had been issued to each of them.

HIGHFORCE PURCHASING TERMS AND CONDITIONS TO OPERATE IN CONJUNCTION WITH PURCHASE ORDERS

Terms and Conditions

Work

- 1.1 The Contractor agrees to perform the Work specified under this Agreement in a good and workmanlike manner for the price, at the quality, in compliance with the time requirements and otherwise in the manner specified in this Agreement with due care and with the skill reasonably expected of a telecommunications works contractor in Australia
- 1.2 The Contractor must comply with all legislative requirements applicable to the Work.
- 1.3 The Contractor must ensure that the Work is performed in accordance with all applicable technical standards and codes, including Australian Standards, telecommunications operator, vendor, HighForce technical standards and where relevant the Building Code of Australia.
- 1.4 The Contractor must inform HighForce and seek HighForce's direction as soon as practical when it discovers any defect in any design, instruction, equipment or delivery of materials relating to the Work; and, pending a direction from HighForce the Contractor must endeavour to perform the Work or unaffected elements of the Work as far as is reasonably practical.
- 1.5 The Contractor must co-ordinate, and accept HighForce's directions to co-ordinate, with other contractors and third parties properly performing work in conjunction with and in support of or at the same site as the Work so as to minimise disruption. The Contractor acknowledges that the Work is often conducted in close proximity to or in conjunction with live telecommunications network operations and the Contractor must comply with network operator change control and access requirements and ensure that it does not adversely affect, interrupt or damage network operator equipment or operations and the Contractor is deemed to have made allowance in their price for working in these conditions.
- 1.6 The Contractor must comply with the laws of nuisance and not cause undue annoyance to surrounding neighbours and members of the public. Contractor must ensure its employees use either public toilet facilities or in remote areas portable toilets supplied by Contractor and are deemed to be within the price for the Works.
- 1.7 The Contractor is responsible for the care of the Work and the related site and any related facilities and will rectify any damage to the Works, the site and facilities and all work sites and facilities will be left clean and tidy.
- 1.8 In performing the Work under this Agreement the Contractor must only accept directions from HighForce and may not attend meetings with third parties including government authorities of HighForce's Customer without HighForce's prior consent. If HighForce receives a binding direction from its customer regarding the performance of the work and HighForce, acting reasonably, issues the same direction to the Contractor, then the Contractor will comply with that direction.
- 1.9 HighForce may vary the work under this Agreement by issuing a written direction to the Contractor. An increased or reduced price will be agreed by the parties and if the parties fail to agree then HighForce, acting reasonably will determine the value of the variation. The Contractor may dispute HighForce's determination legally or seek mediation by a mutually agreed mediator, but in the meantime the Contractor must perform the varied work.
- 1.10 Contractor will use online reporting and work management systems as notified to it by HighForce.
- 1.11 Contractor will comply with all of HighForce's safety and quality processes and complete and submit all related documentation when required and Contractor will obtain and review HighForce's Customer's acceptance criteria for the Work and will meet these criteria and provide all necessary acceptance document in a timely manner and is deemed to have made allowance for this in the Price. In particular, all works hand over packs must be completed in accordance with customer requirements and submitted to HighForce as soon as practical but no later than five days after a relevant milestone is obtained.
- 1.12 Contractor will obtain and review the specific Work, Health and Safety, Quality and Environmental requirement of HighForce and its Customer and is deemed to have made allowance for these in the Price.
- 1.13 The Contractor will familiarise itself with applicable network operator policies and comply with those policies.
- 1.14 Completion of the works will be achieved in the manner and at the times specified in the Purchase Order and attached specifications.

Payment

- 2.1 Subject to the Contractor undertaking the Work in accordance with clause 1.1, and provided the Contractor has completed and submitted all safety, quality and acceptance documentation, as provided in clause 1.9. enabling HighForce to be paid by its customers, and provided the Contractor has otherwise complied with this Agreement, and the Contractor submits a valid invoice to HighForce the Contractor will be entitled to be paid in respect of the Work.
- 2.2 Invoices may only be submitted on the 25th day of each month and if that is not a business day, then on the next business day after the 25th of that month.
- 2.3 HighForce undertakes to pay amounts properly due within 30 days from the end of the month in which the invoice was received and approved, subject to this clause 2.
- 2.4 The Contractor will promptly invoice for the Work under this agreement and will not be entitled to be paid where claims for payment or invoices are not made or issued within six (6) months of completion of the Work.
- 2.5 For the avoidance of any doubt, if the works required for acceptance or required hand over packs or acceptance documentation is not completed and submitted at the required time HighForce may withhold payment of any invoice until the required documentation is provided.
- 2.6 Where this Agreement provides that the Contractor is to be paid by progress payments HighForce shall be entitled to defer payment of a progress payment until the Contractor has completed to the satisfaction of HighForce that part of the Work, including completion of required progress, milestone or acceptance documentation, to which the progress payment relates.
- 2.7 Only when specified in the Purchase Order, HighForce may retain an amount of retention from payments up to the Retention amount set out in the Purchase Order. Retention amounts will be returned: 50% when HighForce's customer agrees that Completion for the relevant works has been obtained; and, 50% when the Defects Liability Period for the relevant works has expired.
- 2.8 The Contractor undertakes to pay its employees and subcontractors in respect of all work done under this Agreement and in accordance with its obligations; and, HighForce may seek written confirmation of this fact which the Contractor will provide, failing which HighForce may withhold payment of invoices and use the withheld monies solely to satisfy any claims made against it by unpaid Contractor employees or subcontractors, and the Contractor will have no claim against HighForce in respect of monies so applied.
- 2.9 In this clause terms have the meanings given as expressions in the A New Tax System (Goods and Services Tax) Act 1999. Unless otherwise specified, the fees payable and any other consideration under this Agreement are exclusive of GST. If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Any reimbursement of expenses under this Agreement will be net of input tax credits (if any) to which the party is entitled. The recipient may be required to withhold from any payment it is to make to the supplier such amount required by the Taxation Administration Act 1953 unless the supplier has, on or before the time payment is due, provided the recipient with an invoice quoting the supplier's correct ABN.

Confidential Information and Privacy

- 3.1 The Contractor must not disclose personal information (as defined in the *Privacy Act 1998*) or confidential information to any third party without prior written approval from HighForce. The Contractor must comply with the Information Privacy Principles in the Act and the Health Privacy Principles in the HR Act to the extent that those Principles apply to the types of activities that the Contractor is undertaking under this Agreement, as if the Contractor were an organisation as defined in the Act.

Intellectual Property

- 4.1 Subject to clause 4.3 intellectual property in all material developed or produced under this Agreement shall vest in HighForce. The Contractor warrants that all material developed or produced under this Agreement will not infringe the intellectual property of third parties.
- 4.2 In relation to any material in which the Contractor or a person involved in the creation of any of the material has a moral right as defined under the Copyright Act 1968, the Contractor consents, and will procure the consent of any person in a form approved by HighForce, to HighForce doing or omitting to do, anything that, but for this consent, would constitute an infringement of those moral rights.
- 4.3 Intellectual property created prior to the signing of this Agreement remains the property of the creator.
- 4.4 Should previously existing intellectual property be further developed under this Agreement, the intellectual property of the elements further developed will vest in HighForce, subject to the provisions of Clause 4.3.

Contractor's Status and Compliance with Laws

- 5.1 This Agreement does not set up or create any agency, employer-employee Relationship or a partnership of any kind. The Contractor is an independent contractor and neither the Contractor nor the Contractor's personnel are agents or employees of HighForce by virtue of this Agreement. The Contractor shall not represent or hold itself out to any third party that it acts as agent employee or partner of HighForce. The Contractor acknowledges it has sole responsibility in relation to the payment, if any, of superannuation, workers' compensation, wages and taxes incidental to employment in respect of its own personnel. The Contractor must comply with all applicable laws, including telecommunications law and regulation applying to relevant network operators, in performing the Work. The Contractor must comply with all relevant HighForce directions, policies and procedures including without limitation those relating to work, health and safety and security.

Default and Termination

- 6.1 If the Contractor breaches this Agreement, and without limiting HighForce's right to terminate this Agreement, HighForce may give the Contractor a default notice (Default Notice):
 - 6.1.1 Specifying that it is a notice under this clause 6; and
 - 6.1.2 Specifying the nature of the breach.
- 6.2 If a Default Notice has been given, and the breach specified in the relevant Default Notice is capable of remedy, the Contractor must, within 5 Business Days after receipt of the Default Notice remedy the relevant breach and failing such remedy HighForce may terminate this Agreement. If the Breach in the Default Notice is not capable of remedy HighForce may terminate the Agreement immediately upon notice.

- 6.3 Nothing in this clause 6 prejudices or limits HighForce from exercising its other rights, whether under this Agreement or otherwise according to law (including the exercise of a right of termination) in relation to any breach of this Agreement (whether HighForce has issued a Default Notice or not).
- 6.4 Breaches which will entitle HighForce to terminate this agreement include:
- 6.4.1 the Contractor is in material or substantial breach of this Agreement or a relevant Purchase Order Instruction and such breach is not capable of remedy;
- 6.4.2 the Contractor is in a material or substantial breach of this Agreement or a relevant Purchase Order, and fails to immediately commence and diligently pursue any action required to remedy that material breach after receiving notice of the breach;
- 6.4.3 the Contractor breaches this Agreement or a relevant Purchase Order three consecutive times, or four times within a period of 12 consecutive calendar months;
- 6.4.4 a Contractor performance failure occurs and the Contractor fails to demonstrate to the satisfaction of a HighForce representative within 7 Business Days from HighForce advising the Contractor of the performance failure in writing that appropriate measures have been implemented by the Contractor to prevent further performance failures;
- 6.4.5 the Contractor by breaching this Agreement including a relevant Purchase Order by negligent act or omission causes a breach (other than of a minor nature) of any government requirement;
- 6.4.6 the Contractor does anything that materially damages or is likely to materially damage the reputation of HighForce;
- 6.4.7 the Contractor at any time wholly or substantially abandons the Work to be provided under a relevant Purchase Order;
- 6.4.8 the Contractor assigns, transfers, deals with or otherwise encumbers this Agreement or any payment or any other right or benefit or interest under this Agreement;
- 6.4.9 the Contractor fails to comply with HighForce's Drug and Alcohol Policy.

Termination for Convenience by HighForce

- 7.1 HighForce may at any time terminate this Agreement or a PO for convenience by giving the Contractor 20 Business Days prior notice in writing and providing HighForce pays the Contractor reasonable costs for the works or services performed up to the date of termination.
- 7.2 The Contractor's right to seek compensation pursuant to clause 7.4 is subject to its duty to mitigate its losses;
- 7.3 The Contractor must as a condition of payment provide evidence of costs payable under this clause 7 actually incurred by the Contractor.
- 7.4 The Contractor must, on request by HighForce, provide an estimate of the costs payable under this clause 7 prior to HighForce exercising its termination right under this clause 7.

Termination for change of control of Contractor

- 8.1 If there is a change of control (as defined in the Corporations Act) of the Contractor, HighForce may terminate this Agreement, by giving the Contractor at least 20 Business Days prior notice.
- 8.2 This clause 8 does not apply to a change of control which is a result of an internal reconstruction or reorganisation of the Contractor and such reconstruction or re-organisation does not adversely affect HighForce.
- 8.3 No termination fee, establishment costs or any other fees or amounts are payable by HighForce to the Contractor if HighForce terminates this Agreement under this clause 8 other than payments for reasonable costs associated with works that have been performed by the contractor under a Purchase Order(s) up to the date of termination as provided under clause 7.

Sub-Contracting or Assignment

- 9.1 The Contractor shall not without the prior written approval of HighForce subcontract or assign any part of any work or the Work to be provided or any rights or obligations under this Agreement. In giving approval HighForce may impose such conditions as it thinks fit.
- 9.2 The Contractor shall be fully responsible for carrying out the Services notwithstanding that the Contractor has subcontracted the performance of any part of these Services.

Warranty

- 10.1 The Contractor warrants that:
- 10.1.1 the Contractor has voluntarily entered into this Agreement;
- 10.1.2 other than as set out in this Agreement, HighForce has not made any promises, representations or inducements to the Contractor to enter into this Agreement;
- 10.1.3 the Contractor has made itself aware of the requirements of this Agreement, site, operational and regulatory circumstances, conditions, policies and constraints that directly or indirectly affect the works, and the Contractor is deemed to have assumed the risks associated with these matters;
- 10.1.4 the Contractor has had full opportunity to consult his or her legal advisers concerning the nature, effect and extent of this Agreement;
- 10.1.5 the Contractor understands its obligations to take out the insurances specified in this Agreement; and
- 10.1.6 the Contractor is aware that HighForce is relying on these warranties in entering into this agreement.

Skill of Contractor's Staff

- 11.1 In carrying out the Services under this Agreement, the Contractor shall only employ, engage or subcontract such persons: who have such skills and experience required to provide the Services in accordance with this Agreement including any Purchase Order; who hold all necessary licences, permits, authorisations, certificates and accreditations as required by law in order to under the Work; and whose standards of experience, workmanship and behaviour are entirely suitable for the provision and/or performance of the Work and the requirements of this Agreement and any Purchase Order.

Insurance

- 12.1 At all times during the term of this Agreement and each Purchase Order, the Contractor shall have and maintain, including until the expiration of any defect liability period, the following insurance policies covering the Work
- 12.1.1 A \$20 Million Public Liability Insurance to be maintained until the end of any defects liability periods;
- 12.1.1.1 Contractors plant insurance to the level appropriate with regard to the Contractors plant; and
- 12.1.1.2 Workers Compensation insurance to the maximum extent as required by applicable law to be maintained until all Work is completed.
- 12.1.1.3 Such other insurances as are specified in the Purchase Order.
- 12.2 Within five (5) Business Days of being requested in writing to do so, the Contractor shall produce the certificates of currency of insurance or such evidence of the currency of the insurances as HighForce may require.

Relationship

- 13.1 This Agreement constitutes a relationship of Principal (on the part of HighForce) and independent contractor (on the part of the Contractor) and no employment, partnership, agency or joint venture relationship is hereby constituted. The Contractor is responsible for its own employees, agents and subcontractors and carries out the work under this Agreement at its own risk.

Rectification of Defects

- 14.1 The Contractor is responsible for all associated works and costs associated with the rectification of defects affecting the Works and any work under this Agreement. A Defects Liability Period of twelve (12) months, (or such other time specified in a Purchase Order), from acceptance of the Services by HighForce's Customer will apply to all work under this Agreement or the Work in a Purchase Order. HighForce may, acting reasonably, direct the Contractor to rectify any Work or defects and the Contractor must comply with any direction within the time and at the times stated in the direction (such times must be reasonable), or if no time is stated, promptly. If the Contractor fails to comply with a direction given under this clause, or where the rectification work or replacement or repair of defects or defective equipment or goods is required urgently and the Contractor fails to respond in a timely manner, HighForce may have the rectification Work performed by others or replace the defective equipment or goods and the Contractor must reimburse HighForce for all costs and expenses reasonably and necessarily incurred by HighForce. When requested by HighForce the Contractor will within three (3) business days provide HighForce with an action plan for addressing any defect or breach.

Work, Health and Safety, Quality and Environmental

- 15.1 The Contractor must either have Work Health and Safety, Quality and Environmental Management Plans that meet Australian Standards and end customer requirements or if the Contractor does not have Work Health and Safety, Quality and Environmental Management Plans then the Contractor must comply with those of HighForce.
- 15.2 Prior to work commencing on site the Contractor must complete and provide HighForce with its own or its subcontractors' site specific Safe Work Method Statements (SWMS) or Job Safety Assessments (JSA) for all activities on site. In some cases as determined and notified by HighForce, the subcontractor may work under a HighForce SWMS.
- 15.3 As provided above, the Contractor acknowledges and understands that no entitlement to payment arises unless a completed risk assessment in the form of either a JSA and SWMS is completed in every case as required by this Agreement. Failure to comply with this requirement will delay the processing of Contractors' invoices. Once a SWMS or JSA has been completed all relevant personnel involved in the works must be briefed on the contents and understand how to carry out their tasks in a safe manner at all times. Sign-off records must be kept by the Contractor and made available to HighForce. Relevant or affected persons must be consulted within the process.
- 15.4 The Contractor, its employees and subcontractors who are undertaking the Work must be provided with an opportunity to report and highlight any safety concerns they may have.

Delay

- 19.1 The Contractor will notify HighForce immediately if it becomes aware of any potential or actual delay in performing the Work and the Contractor must take all reasonable practical steps to reduce or eliminate that delay. When requested by HighForce the Contractor will within three (3) business days provide HighForce with an action plan for addressing a delay.
- 19.2 Where a delay beyond the control of the Contractor has arisen which affects the critical path for Completion of the Works HighForce, acting reasonably, may grant an extension of the date for Completion but the Contractor will not be entitled to claim for additional costs incurred due to any delay or for additional payment.

Modern Slavery

- 20 In this clause 20 (Modern Slavery): "Information" may include (as applicable) information as to any risks of, actual or suspected occurrences of, and remedial action taken in respect of, Modern Slavery but excludes "personal information" as defined under applicable Privacy legislation in each Australian State and Territory or information which tends to identify individuals; "Modern Slavery" has the same meaning as in the Modern Slavery Laws and includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children; "Modern Slavery Laws" means, as applicable, the *Modern Slavery Act 2018* (NSW), the *Modern Slavery Act 2018* (Qld), the *Modern Slavery Act 2018* (Cth) and Modern Slavery legislation as applicable in other Australian jurisdictions; "Modern Slavery Offence" has the same meaning as in the *Modern Slavery Laws*; and, "Modern Slavery Statement" means a modern slavery statement as required or volunteered under the *Modern Slavery Act 2018* (Cth).
- 20.1 The Contractor warrants that, as at the date of its execution of this Contract, neither the Contractor, any entity that it owns or controls or, to the best of its knowledge, any subcontractor of the Contractor, has been convicted of a Modern Slavery Offence.
- 20.2 The Contractor must:
- (a) subject to any restrictions under any applicable laws by which it is bound, provide to HighForce, within 30 days of a request by HighForce, any Information and other assistance, as reasonably requested by HighForce, to enable HighForce to meet its obligations under the Modern Slavery Laws and associated regulatory requirements including cooperating in any Modern Slavery audit undertaken by HighForce (including by a third party on behalf of the HighForce) or any regulatory body established under the Modern Slavery Laws, providing reasonable access to HighForce's or relevant Commonwealth or State regulator auditors to interview the Contractor's staff and, so far as these matters are known to the Contractor, disclosing the source, place and country of origin of goods and services being supplied;
 - (b) within 7 days of providing a Modern Slavery Statement to the Commonwealth, provide a copy of that Modern Slavery Statement to the HighForce; and
 - (c) notify HighForce in writing as soon as it becomes aware of either or both of the following:
 - (i) a material change to any of the Information it has provided to HighForce in relation to Modern Slavery; and
 - (ii) any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or those of any entity that it owns or controls)
- 20.3 The Contractor may provide any Information or report requested by HighForce in the form of a previously-prepared statement or re-purposed report, for example a statement provided in response to a similar request for information from another Australian public sector agency, or refer HighForce to its publicly available Modern Slavery Statement, provided that such statement or report provides generally the same Information as that sought by the HighForce.
- 20.4 The Contractor must, during the term of this Contract and for a further period of seven (7) years:
- (a) maintain; and
 - (b) upon HighForce's reasonable request, give the HighForce access to, and/or copies of, a complete set of records in the possession or control of the Contractor to trace, so far as practicable, the supply chain of all goods and services provided under this Contract and to enable the HighForce to assess the Contractor's compliance with this clause 20 (Modern Slavery).
- 20.5 The Contractor must take reasonable steps to ensure that:
- (a) Modern Slavery is not occurring in the operations and supply chains of the Contractor and any entity that it owns or controls; and
 - (b) it does not use, nor procure, any goods, plant, equipment or other materials and work or services that are the product of Modern Slavery.
- 20.6 The Contractor must take reasonable steps to ensure that all subcontracts of the whole or part of this Contract contain Modern Slavery provisions that are reasonably consistent with the provisions in this clause 20 (Modern Slavery), having regard to the nature of the procurement.
- 20.7 If the Contractor becomes aware of any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls), the Contractor must take reasonable steps to respond to and address the occurrence in accordance with any internal Modern Slavery strategy and procedures of the Contractor and any relevant Code of Practice/Conduct or other guidance issued by a relevant Anti-slavery Commissioner or relevant Commonwealth or State regulatory body (including if HighForce notifies the Contractor that it requires the Contractor to comply with the relevant NSW Procurement Board Code/guidance) by the NSW Procurement Board.
- 20.8 Any action taken by the Contractor under clause 20.7 will not affect any rights of HighForce under this Contract, including its rights under clause 20.9 (Termination on ground of Modern Slavery)
- 20.9 In addition to any other right or remedy of HighForce under this Contract or at law, including rights of termination, or rights to damages, HighForce may, in its sole discretion, terminate this Contract, upon written notice, with immediate effect and without any requirement to pay compensation in respect of such termination (other than payment for work performed by the Contractor under this Contract and unpaid up until the date of termination), on any one or more of the following grounds:
- (a) The Contractor has failed to disclose to HighForce, prior to execution of this Contract, that the Contractor, or any entity owned or controlled by the Contractor, has been convicted of a Modern Slavery Offence;
 - (b) The Contractor, or any entity owned or controlled by the Contractor, is convicted of a Modern Slavery Offence during the term of this Contract;
 - (c) In HighForce's reasonable view, the Contractor has failed to notify HighForce as soon as it became aware of an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls);
 - (d) In HighForce's reasonable view, the Contractor has failed to take reasonable steps to respond to and address an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls); or
 - (e) In HighForce's reasonable view, the Contractor has otherwise committed a substantial breach (including multiple minor (non-trivial) breaches) of clause 20.2 (Compliance) or clause 20.3 (Information).

General

- 21 The Contractor shall indemnify HighForce from and against any loss, costs, expenses or liability whether direct or indirect arising out of or in any way connected to any act, neglect or default of the Contractor in the purported performance or non-performance of this Agreement. The Contractor's liability will be reduced to the extent that HighForce or any third party not employed or commercially engaged by the Contractor or HighForce caused or contributed to such loss or damage.
- 22 Where HighForce is audited by its customer, Contractor agrees to be subject to and will co-operate with such customer audit on the same terms as apply to HighForce.
- 23.7 This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes and replaces all prior representations, agreements and understandings in relation to that subject matter. The Agreement may only be varied by the further written agreement of the parties.
- 24.7 If a party to this Agreement consists of more than one person those persons shall be jointly and severally bound under this Agreement.
- 25.7 The parties acknowledge that they have had the opportunity of obtaining independent legal advice prior to entering into this Agreement.
- 26.7 Under the *Workplace Relations Act 2005* ("the Equal Employment Opportunities, EEO Act"), it is unlawful to sexually harass another person or to discriminate against another person on the grounds specified in the EEO Act. The Contractor acknowledges its obligations under the EEO Act and agrees to comply with the EEO Act and ensure that its employees and agents comply with the EEO Act. The Contractor and its employees and agents must also comply with HighForce's Equal Employment Opportunity Policy and Procedures.
- 25.1 If:
- 25.1.1 the Personal Properties Security Act 2009 (PPSA) applies to this Agreement or any of the transactions contemplated under or in connection with this Agreement; or
 - 25.1.2 HighForce determines that the PPSA applies to this Agreement or any of the transactions contemplated by them; and
 - 25.1.3 in the opinion of HighForce, the PPSA:
 - adversely affects or would adversely affect HighForce's security position or the rights or obligations of HighForce under or in connection with this Agreement or any of the transactions contemplated by them; or
 - enables or would enable HighForce's security position to be improved without adversely affecting the Supplier in a material respect,
- then HighForce may give notice to the Supplier requiring the Supplier to do anything (including amending this Agreement or executing any new agreement) that in HighForce's opinion is necessary to ensure that, to the maximum possible extent, HighForce's security position, and rights and obligations, are not adversely affected, or that HighForce's security position is improved.
- 25.1.4 The Supplier must comply with the requirements of a notice given by HighForce under this clause within the time stipulated in the notice.
 - 25.1.5 The Supplier is permitted to grant a Security Interest over its property except to the extent the granting of a Security Interest:
 - 25.1.5.1 is expressly prohibited by this Agreement;
 - 25.1.5.2 adversely affects HighForce; or
 - 25.1.5.3 is inconsistent with the Supplier's obligations under this Agreement.
- 26 If a court finds that any provision of this Agreement is invalid or unenforceable that provision will to the extent of the invalidity or unenforceability be severed so that the validity or enforceability of the remainder of the Agreement is not affected. Clauses 3.1, 4, 6, 7, 8, 9, 15, 17.1, 19.2, 20 and 21 shall survive the expiration or termination of this Agreement. This clause does not prevent the survival of other clauses of this Agreement as determined by a court.

