

**Group Logistics Pty Limited  
ABN 61 622 805 805**

**And its entities  
(by Association, Shareholders, Trusts and or Directors)**

## **Terms and Conditions**

<b>Parties</b>	<b>GLOG</b> Group Logistics Pty Limited (ABN 61 622 808 805)
	<b>Client</b> Any company, individual, business singular or grouped through association who engages GLOG to provide services, advice, or goods.
<b>Term</b>	<b>Commencement Date</b> The start of any job including onsite or pre site workings, exploration or workings to ensure the job can be completed to satisfactory terms between the parties.

# Standard Terms

## 1 Definitions and interpretation

1.1 In this Agreement:

**Agreement** means the attached Cover Page, these Standard Terms, the special conditions specified in the Schedule (if any), the Schedule and any attachments.

**APRA** means the Australian Prudential Regulation Authority.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in any State of Australia.

**Change in Control** means a change in more than 50% of the shareholding or underlying control or the composition of the board of directors of a person.

**Claim** means a claim, action, demand, damage, loss, liability, cost, charge, expense (including legal costs on a full indemnity basis), outgoing, fine or payment.

**Commencement Date** means the date specified on the Cover Page as being the date from which this Agreement takes effect, or if no such date is specified, the date on which this Agreement is executed by both parties.

**Confidential Information** in relation to a party means information of a confidential nature including information about its business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or Clients, but does not include any information which is in the public domain other than through a breach of confidence.

**Consequential Loss** means any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity.

**Cover Page** means the cover page attached to these Standard Terms.

**Defects** means a failure of a Good, Service or Deliverable to comply with its Specifications.

**Deliverables** means all things, materials, documents, information and items developed by or on behalf of the Client or its Personnel in the course of or in connection with the supply of the Goods and Services in any form whatsoever (including electronic form) and includes all inventions, models, drawings, plans, artwork, designs, logos, reports, advices, proposals and records, including all things described as Deliverables in the Schedule.

**Delivery Date** means any date and time for delivery of the Goods, Services or Deliverables as stated in the Schedule or as otherwise advised by GLOG from time to time.

**Dispute** has the meaning given in this agreement

**Encumbrance** means any interest in or right over property and anything which would at any time prevent, restrict or delay the registration of any interest in or dealing with property including a Security Interest.

**Fees** mean the amounts payable to GLOG under this Agreement for the Goods, Services or Deliverables, calculated in accordance with the Schedule.

**Force Majeure** means an unforeseeable event or circumstance beyond the reasonable control of a party including:

- (a) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (b) strikes or other industrial action, other than strikes or other industrial action of some or all of the Client's Personnel; and
- (c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic,

but excludes any act or omission of a subcontractor (except where that act or omission was caused by a Force Majeure).

**Goods** means the goods described in the Schedule.

**GST** means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law.

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

**Insolvency Event** means the occurrence of any event of insolvency including a winding up application being made and not withdrawn within 21 days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above.

**Intellectual Property Rights** means all present and future rights in relation to copyright, trademarks, designs, patents, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this Agreement, and whether in Australia or otherwise.

**Key Personnel** means the Client's Personnel specified in the Schedule.

**Law** means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.

**Moral Rights** means the moral rights granted under the *Copyright Act 1968* (Cth), including the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, and any similar rights existing under foreign laws.

**Moral Rights Consent** means a waiver of Moral Rights to the extent permitted by law and an unconditional consent to any act or omission in relation to the Deliverables by or on behalf of the Client, or any licensee or subsequent owner of copyright in the Deliverables.

**Notice** has the meaning given in this agreement.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.

**Personnel** means a party's officers, employees, secondees, agents, consultants, contractors and subcontractors, and, in the case of the Client, includes Key Personnel.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**PPS Register** means the Personal Properties Securities Register established under the PPSA.

**Pre-Existing Materials** means all things, materials, documents, information and items developed by or on behalf of the Client or GLOG independently of this Agreement.

**Premises** means premises owned, leased or otherwise occupied by GLOG.

**Recipient** has the meaning given in this agreement.

**Requirements** has the meaning given in this agreement.

**Security Interest** has the meaning given in the PPSA.

**Services** means the services described in the Schedule.

**Service Credits** means service credits payable by the Client to GLOG as a consequence of any failure by the Client to meet the Service Levels, as calculated in accordance with the Schedule.

**Service Levels** means the service levels in respect of the Services as specified in the Schedule.

**Site** means any site or Premises for delivery or work of the Goods, Services and Deliverables as specified in the Schedule or as advised by GLOG from time to time.

**Specifications** means the requirements for a particular Good, Service or Deliverable as specified in the Schedule.

**Standard Terms** means these standard terms.

**Taxes** means all taxes, levies, rates, charges, imposts of any kind whatsoever, including withholding tax.

**Tax Invoice** has the meaning given in the GST Law.

**Taxable Supply** has the meaning given in the GST Law.

**Term** means the term of this Agreement specified on the Cover Page, as extended by GLOG.

**Training** means the training required to be provided by the Client in accordance with the Schedule, the costs of which is included in the Fees.

**Variation Notice** has the meaning given in this agreement.

**Variation Quotation** has the meaning given in this agreement.

**Warranty Period** means the warranty period specified in the Schedule.

1.2 In this Agreement, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) "includes" means without limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (ii) a party includes its successors and permitted assigns;
  - (iii) a document includes all amendments or supplements to that document;
  - (iv) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to, this Agreement;
  - (v) this Agreement includes all schedules and attachments to it;
  - (vi) an agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
  - (vii) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

## 2 Term

2.1 This Agreement commences on the Commencement Date and continues for the Term unless terminated earlier in accordance with this Agreement.

2.2 GLOG may extend the Term for the period specified on the Cover Page by giving written notice of the extension to the Client prior to the expiry of the then current term.

### 3 Supply of Goods, Services and Deliverables

The Client must supply the Goods, Services and Deliverables:

- (a) at the Site(s) identified;
- (b) on or before the Delivery Date;
- (c) in accordance with their Specifications;
- (d) so as to meet (or exceed) any Service Levels;
- (e) in accordance with all applicable Laws and standards; and
- (f) using any identified Key Personnel.

### 4 Warranties

4.1 GLOG warrants, and it is a condition of this Agreement, that:

- (a) all Goods and Deliverables will:
  - (i) be free from defects, and errors or omissions in design, materials and workmanship;
  - (ii) comply with their Specifications and meet the requirements of this Agreement;
  - (iii) be newly manufactured and not second hand;
  - (iv) be able to be used, assembled, handled, stored, dismantled, decommissioned and disposed of without risk to the health or safety of any person;
  - (v) be of good and merchantable quality; and
  - (vi) be fit for the purpose for which they are supplied;
- (b) all Services will:
  - (i) be performed with due care and skill, in a professional, efficient and safe manner, and to best industry standards;
  - (ii) be performed by suitably qualified and experienced Personnel;
  - (iii) be fit for the purpose for which they are supplied;
  - (iv) comply with their Specifications and meet the requirements of this Agreement; and
  - (v) meet or exceed the Service Levels;
- (c) it has the right to supply the Goods and Deliverables to the Client;
- (d) title to Goods and Deliverables will pass to Client free of any Encumbrances;
- (e) it will do all acts, matters and things that may be necessary for and incidental to the proper and efficient supply of the Goods, Services and Deliverables;

(f) it will ensure that the supply of the Deliverables at the Site causes as little disruption as possible to the business activities of all parties;

(g) it will ensure that the client will obtain the benefit of all warranties given by all manufacturers, subcontractors, Clients and other relevant third parties in relation to the Goods and Deliverables;

(h) the supply of any Goods, Deliverables and Services, and the use of those Goods, Deliverables and Services, does not and will not:

- (i) contravene any Laws; and
- (ii) infringe the rights of a third party (including any Intellectual Property Rights);

(i) it and its Personnel will supply the Goods, Services and Deliverables in a good, proper and workmanlike manner and will exercise the standard of care, skill, judgment and diligence reasonably expected of a contractor experienced in the supply of the same or similar Goods, Services and Deliverables; and

(j) it will comply, and will ensure that its Personnel comply, with all Laws and standards relating to the supply of the Goods, Services and Deliverables, including GLOG's standards, policies, procedures and directions, and obtain all necessary consents and approvals to supply the Goods, Deliverables and Services.

### 5 Personnel

5.1 GLOG will ensure that its Personnel:

(a) are competent and have all necessary and appropriate skills, training, background and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them;

(b) behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice;

(c) understand and agree to the requirements of this Agreement which are relevant to them; and

(d) when accessing the Site(s), comply with any security, occupational health and safety and other policies and procedures specified by GLOG from time to time.

5.2 GLOG Personnel may or may not be employees or contractors. GLOG is solely responsible for all of its Personnel and must comply with any Laws relating to the employment of its Personnel, including superannuation requirements, payment of tax instalment deductions and all Taxes including fringe benefits and payroll tax registration requirements, conditions on payment of wages, requirements to maintain records and payment of all remuneration (including salaries, wages, leave entitlements, superannuation and all other benefits).

- 5.3 The Client and its Personnel have no claim upon GLOG in respect of:
- (a) remuneration to the Client's Personnel including superannuation, leave, other entitlements, Taxes or duties;
  - (b) claims under workers' compensation; and
  - (c) claims under any other law affecting or relating to the relationship between an employer and employee.
- 6 Key Personnel**
- 6.1 The Client may not remove or replace any Personnel at any time.
- 7 Non-solicitation**
- 7.1 The Client must not, without the prior written consent of GLOG, during and for 12 months after the expiry or termination of any Agreement, directly or indirectly engage, employ or seek to engage or employ any person who was an employee of or engaged by GLOG and who was involved in the provision of the Services under any Agreement (verbally or written).
- 8 Review and testing**
- 8.1 Prior to the delivery of any Goods, Services and Deliverables, the Client must conduct pre-installation testing to verify that the Goods, Services and Deliverables have no apparent Defects.
- 8.2 GLOG reserves the right to review or conduct testing of the Goods, Services and Deliverables (**Tested Items**) to satisfy itself that those Tested Items have no apparent Defects and otherwise meet the requirements of this Agreement (**Requirements**). Where specified in the Schedule, the Client must conduct, or assist in the conduct of, testing.
- 8.3 Where GLOG is satisfied after reviewing or testing a Tested Item that it meets the Requirements, GLOG will promptly notify the Client that the Tested Item has passed the review or tests. Any review, testing or notification by GLOG does not constitute any waiver of rights, or give rise to any estoppel, if the Tested Item is later found not to comply with the Requirements.
- 9 Training**
- Where specified in the Schedule, GLOG will provide Training to all of its personnel and the cost of that Training may form part of the Fees.
- 10 Title and risk**
- 10.1 Title to any Goods or Deliverable passes to the Client upon the earlier of delivery or the payment of the Fees by the Client to the GLOG for the relevant Goods or Deliverables.
- 10.2 Risk in any Goods or Deliverables passes from GLOG to the Client upon notifying the Client that Goods or Deliverables have passed any required testing
- 11 Invoicing and payment**
- 11.1 GLOG will invoice the Client for the Goods and or Services known collectively as "Fees":
- (a) at the times, and upon achievement of the milestones; or
  - (b) as outlined in the Quotation
- 11.2 All Fees are inclusive of all costs and expenses incurred by GLOG. The Client will pay any correctly rendered undisputed invoice issued by the Client within 7 days from the date of receipt of that invoice for all Labour work provided by GLOG. or
- 11.3 14 days from the date of the receipt of that invoice for all Service work provided by GLOG, or
- 11.4 As outlined on the Invoice
- 11.5 An invoice is correctly rendered if:
- (a) the amount claimed in the invoice is due for payment,
  - (b) the invoice is a Tax Invoice in the proper form for the purposes of GST.
- 11.6 If any part of any invoice is found to have been rendered incorrectly after payment has been made by the Client, then to the extent that it has been incorrectly rendered, any underpayment or overpayment may be recoverable by or from the Client, as the case may be.
- 11.7 Without limiting recourse to other available means, any overpayments by the Client may be offset against any amount subsequently due by the Client to GLOG.
- 11.8 All overdue payments, as deemed by the terms of this agreement and or as stipulated on the Clients Invoice may incur a finance charge of 1.9%. This charge is applied to all monies owed by the Client to GLOG which are considered overdue.
- 12 Disputed invoices**
- 12.1 If the Client disputes the amount of any invoice, then Client shall, on written notice advise of the portion in dispute and shall act in accordance with these terms and conditions.
- 12.2 The Client must:
- (a) pay any non-disputed amounts in accordance with clause 11; and
  - (b) promptly pay any disputed amounts that are subsequently found to be correctly payable.
- 13 GST**
- Is applicable to all invoices as per the ATO, Goods and Services Act 1999
- 14 Intellectual Property**
- 14.1 *Pre-Existing Material*
- (a) No change in ownership of the Intellectual Property Rights in any Pre-Existing Materials is effected by this Agreement..
- 14.2 *Deliverables*

- (a) Services, without the right to grant a further sub-licence.

## 15 Moral Rights Consent

To the extent that a person, other than the Client, has Moral Rights in the Deliverables or Pre-Existing Material, the Client must obtain a Moral Rights Consent from that person, and provide it on request by and in a form acceptable to GLOG.

## 16 Confidentiality

16.1 Subject to clause 16.3, each party (**Recipient**) must keep confidential, and not disclose, any Confidential Information of the other party (**Discloser**) except:

- (a) as permitted under this Agreement;
- (b) with the prior written consent of the Discloser;
- (c) to the Recipient's officers, agents, professional advisers, auditors, employees, contractors, sub-contractors and insurers; or
- (d) where the Recipient is compelled to do so by Law, provided that it gives the other party written notice prior to disclosure.

16.2 The Recipient must only use the Confidential Information of the Discloser for the purpose for which it was disclosed in connection with this Agreement.

16.3 The parties each agree not to disclose any information of the kind described in section 275(1) of the PPSA except with the written consent of the other party.

16.4 The Recipient must:

- (a) maintain effective security measures to protect all Confidential Information in the possession or control of the Recipient from unauthorised access, use, copying or disclosure;
- (b) notify the Discloser immediately in writing if the Recipient becomes aware of any anticipated, suspected or actual breach of this document by the Recipient and take all reasonable steps required to prevent or stop that breach, at the Recipient's expense; and
- (c) reasonably assist the Discloser in connection with any action or investigation by the Discloser regarding any anticipated, suspected or actual unauthorised disclosure or misuse of the Confidential Information by the Recipient.

16.5 Upon request from GLOG, the Client must procure its Personnel that are engaged in the performance of this Agreement to execute a confidentiality undertaking, agreement or deed in the form acceptable to GLOG.

## 17 Privacy

17.1 The Client acknowledges that it is a bound contracted service provider for the purposes of the *Information Privacy Act 2009* (SA).

17.2 The Client must:

- (a) in relation to the discharge of its obligations under this Agreement, comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (SA) as if the Client was GLOG;
- (b) ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
- (c) not use Personal Information other than for the purpose of performing its obligations under this Agreement, unless required or authorised by Law;
- (d) not disclose Personal Information without the prior written consent of GLOG, unless required or authorised by Law;
- (e) not transfer any Personal Information outside of Australia without the prior written consent of GLOG;
- (f) ensure that access to Personal Information is restricted to those of its Personnel who require access in order to perform their duties under this Agreement;
- (g) ensure that its officers and Personnel are aware of the Client's obligations under this clause 17 and comply with the same obligations imposed on the Client under this clause;
- (h) fully cooperate with GLOG to enable GLOG to respond to applications for access to, or amendment of, a document containing a person's Personal Information and to privacy complaints;
- (i) immediately notify GLOG if the Client becomes aware that a disclosure of Personal Information is or may be required or authorised by Law; and
- (j) comply with such other privacy and security measures as GLOG reasonably advises the Client in writing from time to time.

17.3 The Client must immediately notify GLOG upon becoming aware of a breach of this clause 17.

17.4 Nothing in this clause 17 is intended to limit any obligation of the Client under the *Privacy Act 1988* (Cth) or the *Information Privacy Act 2009* (SA) (as applicable), that the Client may have as an organisation with respect to Personal Information.

## 18 Right to information and disclosure

18.1 The *Right to Information Act 2009* (SA) requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

18.2 Information contained in this Agreement is potentially subject to disclosure to third parties.

18.3 If disclosure under the *Right to Information Act 2009* (SA), and/or general disclosure of this Agreement, in whole or in part, would be of concern to the Client, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of

a confidential nature, the Client should indicate this to GLOG. However, GLOG cannot guarantee that any information provided by the Client including information that is identified by the Client will be protected from disclosure under the *Right to Information Act 2009* (SA).

## 19 Indemnity

The Client indemnifies GLOG and its officers, employees and agents (**Indemnified Parties**) from and against any Claim which any of the Indemnified Parties pays, suffers, incurs or is liable for arising out of or in connection with:

- (a) any breach of this Agreement by the Client;
- (b) the death or personal injury of any person;
- (c) loss of, or damage to, any property;
- (d) any breach of Law;
- (e) any infringement, or alleged infringement, of a third party's rights (including Intellectual Property Rights); and
- (f) any act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation,

to the extent caused or contributed to by any act or omission of the Client or its Personnel.

## 20 Liability

- 20.1 Neither party will be liable to the other party for any Consequential Loss suffered or incurred by the other party arising out of or in connection with this Agreement, whether arising under contract, in tort (including negligence) or otherwise.
- 20.2 To the maximum extent permitted by Law, GLOG's maximum aggregate liability to the Client (whether under contract, tort, statute or in equity) arising out of or in connection with this Agreement is limited to the total amount of the Fees paid under this Agreement.

## 21 Insurance

- 21.1 GLOG will effect and maintain in a form appropriate to the activities and with an APRA approved insurer, the insurances specified in the Schedule.
- 21.2 GLOG may provide, upon request, certificates of currency and such other evidence satisfactory to GLOG of insurance coverage specified in this clause 21.
- 21.3 GLOG will:
  - (a) effect the workers' compensation and public liability insurance before commencing the supply of any Goods, Services and Deliverables and maintain them until this Agreement is terminated or expired; and
  - (b) effect the professional indemnity insurance before commencing the supply of any Goods or Services and maintain it for not less than 3 years after this Agreement is terminated or expired.

## 22 Force Majeure

- 22.1 Delay in or failure of performance by a party does not constitute a breach of this Agreement by that party if and

to the extent that the delay or failure is caused by a Force Majeure, provided the party claiming Force Majeure:

- (a) gives notice to the other party within 7 days of the occurrence of the Force Majeure providing details of the Force Majeure and its anticipated likely duration and effect; and
- (b) uses its best endeavours to resume fulfilling its obligations as promptly as possible and gives written notice to the other party within 7 days of the cessation of the Force Majeure.

- 22.2 If a delay caused by Force Majeure continues for more than 30 days, GLOG may terminate this Agreement by giving 14 days written notice to the Client.

## 23 Dispute resolution

- 23.1 Neither party will commence court proceedings or action against the other party under or in connection with this Agreement (**Dispute**) (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the dispute.

- 23.2 The parties will attempt to resolve any Dispute as follows:

- (a) either party may notify the other party in writing of the occurrence of a Dispute and the parties must meet within 5 Business Days or such other time as agreed to discuss and attempt to resolve the Dispute;
- (b) failing resolution of the Dispute within 10 Business Days after the first meeting between the parties may agree to refer the Dispute for mediation to be conducted in accordance with the Australian Commercial Disputes Centre (**ACDC**) Mediation Guidelines and with a mediator as agreed by the parties or, failing agreement, as appointed by the CEO of the ACDC. If the parties do not agree to do so, either party may commence legal proceedings.

- 23.3 The parties must continue to perform their obligations under this Agreement while any Dispute is being resolved.

## 24 Termination

- 24.1 GLOG may terminate this Agreement immediately upon written notice to the Client, if:
  - (a) the Client breaches any obligation under this Agreement which is capable of remedy, and does not remedy that breach within 14 days of receipt of a notice from GLOG specifying the breach and requiring it to be remedied;
  - (b) the Client commits a breach of this Agreement which is incapable of remedy;
  - (c) the Client does anything that materially damages or is likely to materially damage the brand or reputation of GLOG;
  - (d) the Client or any of its Personnel commit any act of fraud or dishonesty in relation to this Agreement; or

- (e) an Insolvency Event occurs in relation to the Client.

24.2 GLOG may at any time on at least 30 days written notice to the Client terminate this Agreement without cause. The Client may terminate this Agreement immediately upon written notice to GLOG if:

- (a) GLOG commits a material breach of an obligation of this Agreement and does not remedy that breach within 30 days of receipt of a notice from the Client specifying the breach and requiring the breach to be remedied; or
- (b) an Insolvency Event occurs in relation to GLOG.

## 25 Consequences of termination

25.1 As soon as practicable after expiry or termination of this Agreement, the Client must:

- (a) provide to GLOG a copy of all Goods, Services and Deliverables produced under this Agreement;
- (b) return to GLOG all equipment, records, documents and materials provided by GLOG for the purposes of this Agreement, including any security passes and keys;
- (c) return to GLOG all copies of all Confidential Information and Personal Information of GLOG in its possession or control; and
- (d) provide such services as GLOG reasonably requests to achieve an orderly, uninterrupted transition of the supply of the relevant Goods, Services or Deliverables to GLOG or a new Client of similar Goods, Services or Deliverables appointed by GLOG.

## 26 Conflict of interest

The Client must declare any conflict of interest prior to providing any Goods, Services or Deliverables to GLOG or, where Goods, Services or Deliverables are already being provided, as soon as such a conflict comes to the attention of the Client.

## 27 Subcontracting

27.1 The Client must not subcontract any of its rights or obligations under this Agreement without GLOG's prior written consent.

27.2 GLOG will ensure that its subcontractors comply with all Laws and all standards applicable to the performance of the obligations under this Agreement.

27.3 To the extent that GLOG subcontracts any of its obligations under this Agreement to a third party, GLOG will remain liable for each act and omission of that third party (including its Personnel) in connection with the performance of such obligations as if it were an act or omission of the Client.

## 28 PPS Law

28.1 GLOG may register any Security Interest granted under this Agreement in any manner it chooses. The Client must

provide GLOG with any information it requires for the purposes of effecting such registration.

## 29 Notices

29.1 Any notice, demand, invoice, process or other communication relating to this Agreement (**Notice**) must be in writing in English and must be given to the other party's contact representative or as notified to it by the other party from time to time.

29.2 A Notice may be given by being:

- (a) personally delivered to a party;
- (b) left at the party's current delivery address for service;
- (c) sent to the party's current postal address for service by pre-paid ordinary mail; or
- (d) sent by facsimile transmission to the party's current facsimile number for service.

29.3 Subject to clause 29.4, a Notice is given:

- (a) if posted:
  - (i) within Australia to an Australian postal address, 3 Business Days after posting; or
  - (ii) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, 10 Business Days after posting; or
- (b) if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

29.4 If a Notice is given:

- (a) after 5:00pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9:00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

## 30 General

30.1 *Assignment*

- (a) The Client must not assign or novate any of its rights or obligations under this Agreement without GLOG's prior written consent.
- (b) To avoid doubt, a Change in Control of the Client without GLOG's prior written consent will amount to an assignment of the Client's rights in beach of this agreement.
- (c) GLOG may, on reasonable notice to the Client, assign or novate this Agreement to another party without the approval of the Client.

30.2 *Relationship*

Nothing in this Agreement gives rise to any relationship of agency, partnership, employment or otherwise between the parties.

30.3 *Set-off*

GLOG may by notice in writing to the Client reduce any Fees or other charges or costs payable to the Client under this Agreement by any fee, credit, rebate or other amount which is payable to GLOG under or in connection with this Agreement.

30.4 *Entire agreement*

This Agreement constitutes the entire agreement between the parties in connection with their respective subject matter and supersedes all previous agreements or understandings between the parties in connection with the relevant subject matter.

30.5 *Further assurance*

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under this Agreement.

30.6 *Inconsistency*

In the event of any inconsistency between:

- (a) the special conditions specified in the Schedule (if any);
- (b) the Cover Page;
- (c) these Standard Terms;
- (d) the Schedule; and
- (e) any attachments,

the document listed first in this clause 30.6 will prevail to the extent of the inconsistency.

30.7 *Waiver*

No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it.

30.8 *Variation*

No variation of this Agreement is effective unless made in writing and signed by each party.

30.9 *Governing law*

This Agreement is governed by the laws of South Australia and each party submits to the exclusive jurisdiction of the courts of South Australia.

30.10 *Counterparts*

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

END DOCUMENT

