

NUTRIEN AG SOLUTIONS

GENERAL TERMS & CONDITIONS OF PURCHASE

Subject to any written agreement of the parties to the contrary, all Goods and Services purchased by Nutrien Ag Solutions Limited (ABN 73 008 743 217) and/or its Associated Entities (each a "**Company**") from any third party ("**Supplier**") are purchased on the following terms and conditions ("**Terms**"). Where the Customer is an Associated Entity of the Company, the Company does not include that Customer/Associated Entity for the purposes of this Contract.

1. When is a Contract formed?

- 1.1 The Company may request or order Goods and/or Services from the Supplier from time to time by issuing a written order ("**Purchase Order**") to the Supplier.
- 1.2 The Supplier is deemed to have accepted a Purchase Order issued by the Company under clause 1.1, if the Supplier:
 - (a) notifies the Company of the Supplier's acceptance of the Purchase Order; or
 - (b) commences the supply of the Goods and/or Services.
- 1.3 Upon acceptance by the Supplier under clause 1.2, a binding contract comes into existence between the Company and the Supplier incorporating the following documents (together the "**Contract**"):
 - (c) the Purchase Order issued by the Company, whether attaching these Terms or not; and
 - (d) these Terms; and
- 1.4 If any provision(s) in two or more documents listed in clause 1.3 dealing with the same subject are inconsistent, then the provisions of the document earlier listed shall have priority and will prevail over the provisions of a document that is later mentioned, to the extent of that inconsistency.
- 1.5 The Company may amend these Terms at any time and any amendments made will not come into effect until 30 days after posting on the Company website. It is the responsibility of the Supplier to regularly check the Company website at www.nutrienagsolutions.com.au for any amendments to these Terms prior to the Supplier accepting a Purchase Order to which the amended Terms apply. By continuing to accept the Company's Purchase Orders, the Supplier agrees to the Terms applicable at the time that each Purchase Order is accepted.
- 1.6 For the avoidance of doubt no terms or conditions of the Supplier will be binding on the Company or have any legal effect unless expressly agreed to in writing by the Company.

2. What is included in the Price?

- 2.1 The price for the Goods and/or Services will be contained in the Purchase Order issued by the Company to the Supplier ("**Price**").
- 2.2 Unless otherwise stated, the Price is inclusive of:
 - (a) GST, all packaging, transport, customs duty (and any other duties, taxes or levies), insurance, loading, unloading and storage costs, up to the point of delivery;
 - (b) all amounts payable for the use of any intellectual property; and
 - (c) all charges for the supply of the Goods or the performance of the Services.
- 2.3 The Price may not be increased without the Company's prior written consent.
- 2.4 Unless otherwise agreed in writing, the Supplier must supply at its own cost everything necessary to supply the Goods and/or Services to the Company.

3. When is payment due?

- 3.1 Unless otherwise agreed expressly in writing, terms of payment will be contained in the Purchase Order issued by the Company to the Supplier.
- 3.2 Unless otherwise agreed in writing, the Supplier must provide a correctly rendered invoice upon delivery of the Goods and/or upon completion of the Services.
- 3.3 An invoice will be correctly rendered if it is:
 - (d) addressed in accordance with the Purchase Order and identifies the Purchase Order number;
 - (e) where explanation is necessary, accompanied by information sufficient to document the amount claimed; and
 - (f) where required by Australian law, a valid tax invoice within the meaning of the GST Act.
- 3.4 The Company will pay each correctly rendered invoice within the trading terms specified in the Purchase Order and agreed with the Supplier except where:
 - (a) it retains part of the Price in accordance with the terms of the Contract; or
 - (b) it disputes the invoice, in which case the Company will only withhold payment of the disputed portion of the invoice amount

(**Disputed Amount**) and will pay the undisputed portion in accordance with the Purchase Order.

- 3.5 If clause 3.4(b) applies and the outcome of the dispute resolution process is that some or all of the Disputed Amount is payable by the Company (**Agreed Disputed Amount**), the Company must pay the Agreed Disputed Amount by the date that is 14 days after the dispute is resolved. For the avoidance of doubt, if the outcome of the dispute resolution process is that the Disputed Amount is not payable by the Company, the Company has no obligation to pay any amount of the Disputed Amount to the Supplier.
 - 3.6 The Company may deduct from amounts due and payable by the Company to the Supplier under or in connection with the Contract or otherwise, any amounts due and payable by the Supplier to the Company in connection with this Contract or otherwise unless the Company has been notified in writing that such amounts are in dispute.
- #### 4. Can the Contract be terminated?
- 4.1 Without limiting any other rights or remedies the Company may have against the Supplier arising out of or in connection with the Contract, the Company may terminate the Contract effective immediately by giving notice to the Supplier if:
 - (a) the Supplier breaches a provision of the Contract where that breach is not capable of remedy; or
 - (b) the Supplier breaches any provision of the Contract where that breach is capable of remedy and fails to remedy the breach within 10 days after receiving notice from the Company requiring it to do so.
 - 4.2 If the Contract is terminated by the Company pursuant to clause 4.1:
 - (a) the parties are relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
 - (b) rights to recover damages are not affected; and
 - (c) the Supplier indemnifies the Company in respect of any loss it incurs in purchasing similar Goods and/or Services from other suppliers.
 - 4.3 The Company may at any time by giving 14 days' notice in writing to the Supplier terminate the Contract or any part without cause and, on receipt of such notice, the Supplier must cease or reduce work as specified in the notice and take all steps possible to mitigate losses.
 - 4.4 If the Contract is terminated or partially terminated in accordance with clause 4.3, the Company will be liable only for:
 - (a) payment for any Goods already delivered and Services (or part thereof) already completed; and
 - (b) reasonable costs incurred by the Supplier and directly attributable to the termination or partial termination of the Contract.
- #### 5. What are the general obligations of the Supplier?
- 5.1 The Supplier must supply the Goods and/or Services:
 - (a) to the reasonable satisfaction of the Company;
 - (b) in accordance with the Contract, including achieving the timeframes, milestones and deliverables specified in the Contract;
 - (c) with due skill, care and diligence, to a high professional standard; and
 - (d) in accordance with all applicable laws (including but not limited to laws in relation to work health and safety, the environment) and relevant Australian standards.
 - 5.2 Where the Contract relates to the supply of Goods, the Supplier must:
 - (a) ensure that, at the time that title to the Goods passes to the Company in accordance with clause 7.2, the Goods are free of any Security Interest and that there is no registration on the Personal Property Securities Register in connection with or that relates to any of the Goods; and
 - (b) deliver the Goods to the place specified by the Company and provide a delivery receipt.
 - 5.3 The Supplier:
 - (c) must ensure when performing its obligations under the Contract that it complies with all applicable Anti-Slavery Laws, ABC Laws and any relevant Company policies (including, but not limited to, the Company's Supplier Code of Conduct), procedures or statements relating to anti-slavery or anti-bribery and corruption that have been made available on the Company website at www.nutrienagsolutions.com.au, provided or notified to the Supplier;
 - (d) must provide, at its cost, all reasonable assistance (including the provision of access to information and personnel) that the Company may require to enable the Company to comply with its obligations under the Anti-Slavery Laws and ABC Laws; and

- (e) must immediately notify and provide full particulars to the Company upon becoming aware that the Supplier has or may have breached this clause 5.3, or that it or any of its personnel or subcontractors have been found guilty by a court of, or have admitted guilt or accepted liability in relation to, a contravention of any Anti-Slavery Laws or ABC Laws.
- 5.4 In the event of any actual or alleged:
- defect of the Goods or defect in the supply of the Services;
 - product recall of the Goods; or
 - any third party complaint in respect of the Goods or Services,
- (collectively referred to as **Notifiable Events**), the Supplier must immediately notify the Company in writing of the relevant Notifiable Event and provide the Company with the full details of that Notifiable Event.
- 5.5 Subject to its obligations at law, the Supplier must not initiate any product recall of the Goods without first notifying the Company in writing of the proposed recall including providing full details to the Company of the reasoning for the recall.
- 5.6 The Supplier must provide the Company with all assistance and information reasonably required by the Company to investigate and resolve a Notifiable Event to the satisfaction of the Company including, but not limited to, by:
- responding as soon as practicable and in any event, no later than 48 hours after written notification of the occurrence of any of the Notifiable Event and to all subsequent communications until such time as the Notifiable Event is resolved to the satisfaction of the Company;
 - promptly investigating the Notifiable Event to identify the existence, nature and cause of any product defect, the cause of the complaint or the circumstances that may result in a product recall;
 - arranging for the testing of a Goods retention sample in respect of any Goods the subject of an alleged product defect at the cost of the Supplier, at a third party laboratory and providing the Company with a copy of the full results of any such testing; and
 - assisting the Company to determine whether a product recall in respect of the Goods is required and conducting any product recall in accordance with all Relevant Laws.
- 5.7 The Supplier indemnifies the Company against any loss suffered or incurred by the Company as a result of, arising from or in connection with:
- a breach by the Supplier of its obligations in clauses 5.4 to 5.6 (inclusive); or
 - a Notifiable Event.
- 6. What are the terms of Delivery / completion?**
- 6.1 The Supplier will deliver the Goods, or supply the Services, to the Company on the date or dates agreed between the parties and as set out in the Purchase Order.
- 6.2 The delivery of any Goods ("**Delivery**") is deemed to have occurred:
- if the Goods are to be collected by the Company or its carrier from the Supplier, when loading of the Goods is completed by the Supplier or the carrier; or
 - if the Goods are to be delivered by the Supplier or its carrier to the Company, when the Goods are unloaded at the delivery location specified in the Contract.
- 6.3 The Supplier will notify the Company promptly in writing, when it considers (acting reasonably) that the Services have been completed ("**Completion**").
- 6.4 Following Delivery and/or Completion (as applicable), the Company may inspect the Goods and/or Services and, acting reasonably, may reject any Goods and/or Services that have not been supplied in accordance with the Contract.
- 6.5 The Company will not be liable to pay for any rejected Goods and/or Services or for any damage or costs arising from inspection or rejection of Goods and/or Services.
- 6.7 If the Company rejects any Goods, the Supplier must, without prejudice to the Company's rights otherwise arising under the Contract or at law, comply with a requirement of the Company at the Company's election to:
- replace, without cost to the Company, the rejected Goods with Goods complying in all respects with the Contract;
 - refund any payment for the rejected Goods; or
 - repair the Goods, on site or otherwise, to the satisfaction of the Company, acting reasonably; and
 - in the case of (a) or (b), remove the rejected Goods at the Supplier's expense.
- 6.8 If the Company rejects any Services, the Supplier must, without prejudice to the Company's rights otherwise arising under the Contract or at law, comply with a requirement of the Company at the Company's election to:
- promptly rectify or re-supply the rejected Services; or
 - refund to the Company all money paid in respect of the rejected Services.
- 7. When do title and risk transfer?**
- 7.1 Risk of, damage to, or loss of, the Goods shall pass to the Company at the time of Delivery.
- 7.2 Title and ownership of the Goods passes to the Company at the time of Delivery or payment of the Price, whichever is earlier. For the avoidance of doubt, if title passes to the Company and the Goods are in the possession or control of the Supplier, the Supplier holds the Goods on trust for the Company.
- 8. What are the warranties provided by the Supplier?**
- 8.1 Without limiting any other warranty given by the Supplier, including pursuant to the Australian Consumer Law, the Supplier represents and warrants that:
- the Goods are of merchantable quality;
 - the Goods are free from defects;
 - the Goods are fit for the specified purpose, or, if no purpose is specified, the Goods are fit for the purpose for which goods similar to the Goods are normally acquired;
 - the Services will be rendered with due care and skill;
 - the Services will be reasonably fit for any specified purpose;
 - the Services will be supplied within a reasonable time;
 - the Supplier has all necessary approvals of any Authority or professional body to supply the Goods or provide the Services;
 - the Company's purchase of the Goods or Services or use of the Goods or Services and/ or Contract Materials will not infringe the rights (including, without limitation, intellectual property rights) of any third party;
 - it is the legal and beneficial owner of the Goods and any Intellectual Property Rights in the Contract Materials;
 - the Goods or Services meet all relevant Australian standards;
 - the Goods are free from any Security Interest or other encumbrance; and
 - use of the Goods, Contract Materials or receipt of the Services will not cause the Company to be in breach of any law.
- 8.2 In addition to the warranties set out in clause 8.1 and without limiting any other warranty given by the Supplier, if, at any time, the Company gives notice of any defect or omission discovered in the Goods and/or Service (which has not been caused by the Company), the Supplier must correct that defect or omission without delay and at no cost to the Company.
- 8.3 The Supplier warrants that it will, always during the term of the Contract, maintain:
- all insurances required by any law; and
 - insurance cover sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the supply of Goods and/or Services, including, as applicable, product liability insurance, public liability insurance and professional indemnity insurance,
- and will provide evidence of such insurance in the form of a certificate of currency upon request by the Company.
- 9. What are the parties liable for under the Contract?**
- 9.1 The Supplier is liable for and indemnifies the Company against:
- all losses, damage, expenses, costs and liabilities incurred in connection with any breach of the Contract by the Supplier;
 - all losses, damages, expenses, costs and liabilities incurred in connection with any negligent act, omission, willful misconduct, violation of any law or fraud by the Supplier, its employees, agents or contractors in connection with their performance of the Contract;
 - all loss or damage to any property caused by Goods and/or Services supplied by the Supplier to the Company;
 - all losses, damages, expenses, costs and liabilities incurred in connection with claims made by third parties that the Company's purchase of the Goods or Services or use of the Goods or Services and/ or Contract Materials infringes the rights (including, without limitation, intellectual property rights) of any third party;

- (e) all losses suffered by, or claims against, the Company in respect of personal injury or death of any person arising out of, in connection with, or because of:
- (i) the supply of the Goods and/or Services to the Company by the Supplier;
 - (ii) a failure by the Supplier to carry out the supply of the Goods and/or Services;
 - (iii) the Supplier's breach of the Contract; and/or,
 - (iv) any willful misconduct or negligent act or omission by the Supplier or any of the Supplier's employers, agents or subcontractors or representatives,

except to the extent that any loss, damage, expense, cost or liability is directly caused by the willful misconduct or negligence of the Company or any of the Company's employees, agents or subcontractors in connection with their performance of the Contract.

10. What if a dispute arises?

- 10.1 In this clause "Dispute" means any dispute between two or more parties that is in any way connected with the Contract.
- 10.2 No party may commence any court proceedings (except proceedings seeking interlocutory relief) against the other party in respect of any Dispute unless it has first complied with this clause.
- 10.3 Any party claiming that a Dispute has arisen must notify the other parties in writing.
- 10.4 Within 7 Business Days after such notice is given, each party must nominate in writing to the other parties a representative who is authorised to settle the Dispute on its behalf.
- 10.5 During the 20-day period after the nomination of representatives authorised to settle the Dispute has been made (or, if the parties agree on a longer period, that longer period) (**Dispute Period**) each party's nominee must use their best efforts to resolve the Dispute.
- 10.6 If the Dispute is not resolved by each party's nominee within the Dispute Period, any party may commence court proceedings.

11. Confidentiality and Intellectual Property

- 11.1 The parties acknowledge that the existence and the terms of the Contract and any oral or written information exchanged between the parties in connection with the preparation and performance of the Contract are regarded as confidential information (excluding these Terms as they appear on the Company's website).
- 11.2 Each party shall maintain confidentiality of all such confidential information, and without obtaining the prior written consent of the other party (**Non-Disclosing Party**), it will not disclose any relevant confidential information to any third parties, except for information that:
- (a) is in the public domain (other than through the receiving party's unauthorised disclosure);
 - (b) must be disclosed pursuant to the applicable laws and regulations, rules of any stock exchange or orders of the court or other government authorities; or
 - (c) is required to be disclosed by any Party (**Disclosing Party**) to its shareholders, investors, legal counsel or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsel or financial advisors agree in writing to be bound by confidentiality obligations materially similar to those set forth in this clause 11.

Disclosure of any confidential information by the employees, agents or sub-contractors of the Disclosing Party shall be deemed disclosure of such confidential information by the Disclosing Party, who shall be held liable for breach of the Contract.

- 11.3 With respect to new or modified Goods and/or Services, the parties agree that all rights, title, and interest in any and all inventions (including discoveries, ideas, or improvements, whether patentable or not), which are conceived or made during or after the term of the Contract and are (i) based upon or arising from the Company's or its Associated Entity's information, or (ii) developed specifically for the Company hereunder, will belong to the Company, and Supplier hereby assigns all such rights, title, and interest to the Company. In the event that Supplier produces works of authorship specifically for the Company under the Contract ("**Deliverables**"), Supplier agrees to irrevocably assign and hereby assigns to the Company all rights, title, and interest thereto, including the right to copy, modify, adapt and distribute such Deliverables. Nothing in the Contract will affect the pre-existing intellectual property rights of the parties.
- 11.4 The Supplier warrants that the use of the Goods and/or Services in any way by the Company, its employees, agents, licensees, successors in title and anyone authorised by any of them to do acts comprised in any copyright in the Goods and/or Services will not infringe the Moral Rights of any person.
- 11.5 The Supplier will at its own cost, do anything necessary (including execute any applications, assignments or other instruments) in compliance with any

relevant laws, and must ensure that its employees, agents and legal counsel do anything necessary (including execute any applications, assignments or other instruments) to give full effect to this document. These acts may include doing anything reasonably necessary:

- (a) to record the Company as the registered owner of any of the Intellectual Property Rights in the Goods and/or Services;
- (b) to assist the Company to obtain or maintain registration or to protect or prove the ownership of any of the Intellectual Property Rights in the Goods and/or Services (including providing affidavit or statutory declaration evidence); or
- (c) to consent, or to procure consents, to any act or omission that would otherwise infringe any Moral Rights in the Goods and/or Services, or to obtain clearances or releases of such rights.

- 11.6 To the extent that the Company needs to use any of the Background Material or Third Party Material provided by the Supplier to receive the benefit of any Goods and/or Services, the Supplier grants to, or must obtain for, the Company a perpetual, irrevocable, world-wide, royalty free, sub-licensable, nonexclusive licence to use (including but not limited to reproducing, adapting, modifying, distributing and communicating) that Background Material or Third Party Material.

- 11.7 This clause 11 will survive the termination of the Contract for any reason.

12. Privacy

- 12.1 The Supplier must:

- (a) comply with all Privacy Laws as they apply to the Company in connection with this Contract;
- (b) only collect, store, use, disclose or otherwise deal with Personal Information as required for the purposes of providing the Goods and/or Services, or as otherwise expressly permitted under this Contract;
- (c) not cause the Company to breach any Privacy Laws in relation to the Personal Information;
- (d) comply with the Company's Privacy Policy and any other privacy commitments that the Company has notified the Supplier that it has given to its customers;
- (e) comply with any direction or request from the Company (or any Authority) relating to compliance with Privacy Laws or relating to the access, collection, storage, security, use, disclosure, destruction, de-identification or return of any Personal Information;
- (f) not disclose the Personal Information to any third party without the prior written consent of the Company. If Supplier discloses any of the Personal Information to a third party as permitted under this Contract, the Supplier:
 - (i) must ensure that the third party complies with this clause 12 in relation to the Personal Information as if it was the Supplier; and
 - (ii) is liable for any act or omission by that third party in relation to the Personal Information as if it was an act or omission of the Supplier under this Contract;
- (g) not access, receive, store, use or disclose Personal Information outside of Australia without Nutrien's prior written consent;
- (h) not do anything that adversely affects the accuracy, currency or completeness of any Personal Information; and
- (i) notify the Company as soon as reasonably practicable after the Supplier receives any:
 - (i) request concerning access to or correction of any Personal Information; or
 - (ii) complaint about the handling of any Personal Information.

- 12.2 The Supplier must:

- (a) take all reasonable steps to protect the Personal Information from Data Breaches;
- (b) in respect of any Data Breaches:
 - (i) immediately notify the Company of each Data Breach;
 - (ii) promptly conduct a detailed investigation and assessment of each Data Breach;
 - (iii) keep the Company regularly and fully informed about each Data Breach (and Supplier's investigation and remediation efforts);
 - (iv) promptly rectify and mitigate the impact of each Data Breach. This includes taking all practicable measures to restore or rectify any lost, damaged or modified Personal Information in its possession or control;
 - (v) comply with the Company's reasonable directions regarding each Data Breach (and Supplier's investigation and remediation efforts); and
 - (vi) not make any statement regarding a Data Breach without the Company's prior written consent. This includes contacting any Authority or individual affected by the Data Breach.

- 12.3 This clause 12 will survive the termination of the Contract for any reason.

Data Breach means a suspected, likely or actual: (a) loss or damage to Personal Information; (b) unauthorised access, use, modification or disclosure of Personal Information; or (c) breach by Supplier of its privacy obligations.

Personal Information means personal information (as defined in the Privacy Act) which is accessed, received, collected or learnt by a party from any source in connection with this Contract.

Privacy Act means the Privacy Act 1988 (Cth).

Privacy Laws means: (a) the Privacy Act; and (b) any other Relevant Law relating to data protection, surveillance, direct marketing or data security that is applicable to Company.

Privacy Policy means the Company's privacy policy set out at <https://www.nutrienagsolutions.com.au/terms-and-conditions-privacy-policy/Privacy-and-Cookies-Statement>.

13. Governing Law

- 13.1 The Contract is governed by the laws of the State of Victoria in Australia. The United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in any respect to the Contract.
- 13.2 The parties agree to submit to the non-exclusive jurisdiction of the courts of the State of Victoria and the courts of appeal from them.

14. Miscellaneous

- 14.1 The Contract is the entire agreement between the parties in relation to the supply of the Goods and/or Services and supersedes all other contracts, arrangements and understandings relating to the supply, delivery or performance of the Goods/Services.
- 14.2 The parties to the Contract are only the Company and the Supplier. There is no relationship of agency, partnership or joint venture between the parties and this is not an exclusive supply arrangement.
- 14.3 Unless expressly set out in the Contract, a party shall not waive a right, power or remedy if it fails to exercise or delays in exercise the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another power or remedy. A Waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 14.4 Neither party may assign or sub-contract its obligations under the Contract without the prior written consent of the other party.
- 14.5 A rule of construction does not apply to the disadvantage of a party simply because that party was responsible for the preparation of the Contract or any part thereof.
- 14.6 If any part of the Contract is void or unenforceable, that part is severable from the Contract and the balance remains enforceable.

15. Definitions

In these Terms:

ABC Laws means the Australian Criminal Code Act 1995 (Cth), the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 and any other anti-corruption or anti-bribery law (including any applicable written law, common law, law of equity, statute, regulation or other instrument made under statute or by any government agency) applicable to either party or to this Contract;

Anti-Slavery Laws means:

- (a) Division 270 and 271 of the *Criminal Code Act 1995* (Cth);
- (b) the *Modern Slavery Act 2018* (Cth); and
- (c) any other Relevant Law which prohibits exploitation of a worker, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), and is applicable in the jurisdiction in which the Company and the Supplier are registered or conduct business or in which activities relevant to this Contract are to be performed;

Associated Entities has the meaning set out in section 50AAA of the *Corporations Act 2001* (Cth);

Authority means any government, statutory, public or other authority, body or department of any kind;

Background Material means Material owned by the Supplier that is, or was, created independently of the Contract;

Company Code of Conduct means the means the code of conduct located at <https://www.nutrien.com/sustainability/governance/integrity>, as amended by the Company from time to time via an updated policy being published on the website;

Contract Material means any Material created, supplied or developed under or in connection with this agreement;

Intellectual Property Rights means all intellectual property rights, including:

- (a) copyright, rights in relation to inventions, patents, discoveries, trademarks (including goodwill in those marks), designs, domain or business names, trade secrets, plant breeders rights, know how, rights in relation to circuit layouts and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) or renewals and extensions of such rights;
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered, excluding Moral Rights;

Goods means a product sold by the Supplier and purchased by the Company in accordance with these Terms;

Government Authority means any international, federal, state or local government, semi-government, quasi-government or other department, body or authority (statutory or otherwise) which has relevant jurisdiction.

GST has the same meaning within Section 195-1 of the GST Act;

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Material includes property, information, documentation, data or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, trading materials and instructions and the subject matter of any category of Intellectual Property Rights;

Moral Rights means:

- (a) the right of attribution of authorship or performership;
- (b) the right not to have authorship or performership falsely attributed; and
- (c) the right of integrity of authorship or performership;
- conferred by the *Copyright Act 1968* (Cth) and rights of a similar nature anywhere in the world, that exist now or that may come to exist in the future;

Personal Property Securities Register means the register established under the PPSA;

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

Related Bodies Corporate has the meaning set out in section 50 of the *Corporations Act 2001* (Cth);

Relevant Law includes orders and awards of any Government Authority, legislation, ordinances, rules, guidelines, regulations, by-laws and proclamations that may be applicable in connection with the performance of any work under the Contract;

Security Interest means a security interest as defined in the PPSA;

Services means services provided by the Supplier and purchased by the Company in accordance with these Terms; and

Third Party Material means Material owned by a third party that is included, embodied in or attached to the Contract Material or Goods or used as part of the performance of the Services.