



1. Definitions and Interpretations

In this document:

- (a) "Authority" means any government department, local government, government or statutory authority or agency or any other party which has a right to impose a requirement on, or whose consent is required, in relation to the Supply.
- (b) "Business Day" means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in New South Wales, Australia or 27, 28, 29, 30 or 31 December;
- (c) "Claim" includes any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise;
- (d) "Completion Date" means the date specified in the Purchase Order for completion of the Services (if any) by the Supplier;
- (e) "Confidential Information" means any information which a party gives to another party under or in connection with the Contract that is not in the public domain and is confidential or proprietary in nature.
- (f) "Contract" has the meaning given to it in clause 2(e);
- (g) "Delivery Date" means the date specified in the Purchase Order for the delivery of the Goods (if any) by the Supplier;
- (h) "Delivery Point" means the site specified in the Purchase Order for the delivery of Goods by the Supplier;
- (i) "Goods" means the goods (if any) that are specified in the Purchase Order to be provided to Reliance by the Supplier;
- (j) "Ipso Facto Law Reform" means the law reform outlined in the *Corporations Amendment (Stay on Enforcing Certain Rights) Regulations 2018* (Cth) which prevents a party from enforcing a provision to terminate or amend a contract because the counterparty enters into voluntary administration, receivership or a scheme of arrangement to avoid being wound up in insolvency;
- (k) "Law" means any act, bill, regulation, ordinance, proclamation, permit, approval, by-law or statutory instrument or similar.
- (l) "Legislative Requirement" includes:
 - (i) Laws: and
 - (ii) certificates, licences, consents, permits, approvals or requirements of any Authority, including any fees or charges payable for any of these.
- (m) "List Price" means the list price published by the Supplier in relation to the provision of Goods or Services;
- (n) "Notice" has the meaning given to it in clause 17(a);
- (o) "Insolvency Event" means any of the following in respect of one of the parties:
 - (i) the party disposes of the whole or part of its assets, operations or business other than in the ordinary course of business;
 - (ii) the party ceases to carry on business or is deregistered;
 - (iii) the party ceases to be able to pay its debts as they become due;
 - (iv) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, an administrator or other like person to the whole or part of a party's assets, operations or business;
 - (v) any step is taken by a mortgagee to take possession or dispose of the whole or part of a party's assets, operations or business;
 - (vi) any step is taken to enter into any arrangement between a party and its creditors;
 - (vii) where the party is a partnership, any step is taken to dissolve that partnership or a partner dies; or
 - (viii) where the party is a person, a judgement is entered against the party in any court in any jurisdiction, the party becomes the subject of any bankruptcy petition or the party commits an act of bankruptcy or is made bankrupt, but does not include entry into voluntary administration, receivership or being subject to a scheme of arrangement, as contemplated by the Ipso Facto Law Reform.
- (p) "Payment Date" means the date for payment of the Price by Reliance, as specified in the Contract;
- (q) "Price" means the price for Goods or Services specified in the Purchase Order;
- (r) "Personal Information" has the meaning given in the Privacy Law, and "Privacy Law" means the *Privacy Act 1988* (Cth), the Australian Privacy Principles in that Act and any other Australian legislation affecting the collection, use and handling of information such as Personal Information;
- (s) "Purchase Order" means a purchase order issued by an authorised officer of Reliance to the Supplier for the Supply;
- (t) "Reliance" means Reliance Hexham Pty Ltd (ACN 003 911 402);
- (u) "Services" means the services (if any) that are specified in the Purchase Order to be provided to Reliance by the Supplier;
- (v) "Specific Contract" means a formal written agreement executed by Reliance and the Supplier for Supply by the Supplier for a specific project, whether or not that agreement includes subject matter other than Supply;
- (w) "Specification" means any specification for Goods or Services incorporated in the Purchase Order or otherwise forming part of the Contract.
- (x) "Supply" means the supply of Goods to Reliance, or the provision of Services to Reliance, as relevant;
- (y) "Supplier" means the supplier of the Goods and/or provider of the Services identified in the Purchase Order;
- (z) "Terms and Conditions" means the terms and conditions set out in this document;
- (aa) "Warranty Period" means a period of 24 months (or such other period as stated in the Contract) from the date of delivery of the Goods and/or the date of completion of the Services; and
- (bb) words indicating singular include the plural and vice versa.



2. Purchase Orders and Contract

- (a) Reliance may submit a Purchase Order to the Supplier from time to time, in its absolute discretion.
- (b) If Reliance submits a Purchase Order to the Supplier, the Supplier may accept or reject the Purchase Order.
- (c) A Purchase Order is accepted by the Supplier when:
 - (i) the Supplier gives Reliance written notice that it accepts the Purchase Order;
 - (ii) the Supplier does not give Reliance written notice of rejection of the Purchase Order by 4.00pm on the 2nd Business Day after receipt of the Purchase Order (not counting the date of receipt of the Purchase Order); or
 - (iii) the Supplier commences delivery of the Goods, or performance of the Services, identified in the Purchase Order, whichever occurs first.
- (d) Unless:
 - (i) Reliance otherwise agrees in writing; or
 - (ii) Reliance and the Supplier have executed a Specific Contract for the relevant purchase of Goods or Services, the Terms and Conditions apply to every Purchase Order, and acceptance of a Purchase Order by the Supplier is deemed acceptance that these Terms and Conditions apply to, and govern the purchase of, the Goods or Services.
- (e) The Terms and Conditions, together with the Purchase Order and any other documents expressly incorporated into the Purchase Order constitute the entire agreement between Reliance and the Supplier with respect to any Purchase Order (**Contract**).
- (f) To the extent of any inconsistency, unless expressly agreed in writing to the contrary, the Contract must be interpreted according to the following hierarchy, in descending order of priority:
 - (i) Purchase Order;
 - (ii) Terms and Conditions; and
 - (iii) any other incorporated documents.

All prior negotiations, proposals, previous dealings, correspondence, trade custom and/or trade usage are superseded by and will not affect the interpretation of the Contract.
- (g) The Supplier and Reliance agree that no standard or general terms and conditions of supply of the Supplier form part of the Contract.

3. Delivery, Acceptance and Title of Goods

- (a) The Supplier must deliver the Goods to the Delivery Point by the Delivery Date (or earlier with Reliance's prior written consent).
- (b) The Supplier must ensure that the packaging, labelling and transportation of the Goods:
 - (i) complies with the delivery and packaging instructions in the Contract;
 - (ii) complies with all applicable Legislative Requirements and, where applicable, appropriate Australian and other standards; and
 - (iii) is done in such a way as to prevent damage during transportation.
- (c) Each delivery must be accompanied by a delivery note, including the Purchase Order number, the date and location of the delivery and the detailed contents of the delivery.
- (d) The Supplier must notify Reliance immediately if the Supplier becomes aware that the Goods (or part of the Goods) will not be delivered to the Delivery Point by the Delivery Date. Reliance will not accept any partial delivery of Goods, or partial fulfilment of the Purchase Order, unless such variation is agreed to in writing by Reliance. If the Goods are not delivered in full to the Delivery Point by the Delivery Date or any alternative date agreed by Reliance, Reliance may, without prejudice to any other remedy available to Reliance, immediately terminate the Contract by written Notice to the Supplier.
- (e) Title to the Goods will pass from the Supplier to Reliance upon the first to occur of:
 - (i) delivery at the Delivery Point;
 - (ii) payment of any deposit for the supply of the Goods; or
 - (iii) payment to the Supplier of the Price for the Goods.
- (f) Risk in the Goods will pass from the Supplier to Reliance upon the unloading of the Goods following delivery at the Delivery Point.
- (g) Prior to accepting the Goods, Reliance may reject the Goods if Reliance (acting reasonably) considers any of the Warranties are untrue or have been breached or the Goods do not otherwise comply with the terms of the Purchase Order. Reliance accepts the Goods if:
 - (i) Reliance gives the Supplier written notice that the Goods have been accepted (but signing for delivery does not constitute acceptance);
 - (ii) Reliance has not rejected the Goods within 20 Business Days from the date of receipt at the Delivery Point; or
 - (iii) Reliance uses the Goods in a manner that materially changes their condition.
- (h) Reliance's acceptance of the Goods will not preclude or prejudice any rights, powers or remedies Reliance may have as a result of a breach of any Warranty or any other provision of the Contract.



4. Performance of Services

The Supplier must complete the Services on or before the Completion Date and must perform the Services in accordance with the Contract, including any Specifications or instructions.

5. Price

- (a) The Supplier will provide the Supply for the Price, and payment of the Price by Reliance is subject to the Supplier completing the Supply in accordance with the Contract.
- (b) Unless otherwise stated, the Price includes:
 - (i) in relation to Goods, all freight costs, charges for packing, insurance, and packaging, and all other charges payable in connection with the sale of Goods;
 - (ii) in relation to Services, all costs and expenses associated with the provision of the Services; and
 - (iii) all taxes (except GST), duties, imposts and levies payable in accordance with the Legislative Requirements of the relevant jurisdiction.
- (c) If the Price is based on a List Price, whether or not Reliance is entitled to a discount on the List Price, the Supplier must give Reliance not less than 2 months prior written notice of any increase to the List Price. In any event, unless the Contract provides otherwise, no increase in the List Price will affect the Price stated in the Purchase Order.
- (d) Despite clause 5(c), the Price will not be subject to variation by the Supplier unless the Contract expressly states otherwise, or unless otherwise agreed by the parties in writing.

6. Payment

- (a) Subject to clause 6(c), the Supplier must issue a valid tax invoice to Reliance only at or after the completion of the Supply in accordance with the Contract.
- (b) All tax invoices referred to in clause 6(a) must be in the form required under the *GST Act 1999* (Cth) and must:
 - (i) be issued to the contact person nominated by Reliance in the Purchase Order;
 - (ii) include the Purchase Order number;
 - (iii) include a description of the Goods and/or Services;
 - (iv) if Goods, include the quantity of Goods and date of delivery of the Goods;
 - (v) if Services, include the date of performance of the Services; and
 - (vi) be dated the date the invoice is sent to Reliance.
- (c) If the Price is to be paid in instalments, the Supplier must issue the tax invoices in accordance with the method or timeframe specified in the Contract.
- (d) Unless otherwise specified, amounts payable under the Contract do not include GST. Reliance is not obliged to pay GST to the Supplier in respect of Goods and/or Services unless a valid tax invoice has been issued.
- (e) Provided the Supplier has issued a valid tax invoice, Reliance will pay the amount due under the invoice no later than the Payment Date. If the Payment Date is on a day that is not a Business Day, payment must be made on the next Business Day. The amount which will be paid by Reliance is the amount Reliance considers to be payable under the Contract. This may not necessarily be the same as the amount claimed by the Supplier.
- (f) Where Reliance disputes the amount claimed by the Supplier in the tax invoice:
 - (i) Reliance will pay the undisputed portion owing under the tax invoice (if any);
 - (ii) the parties must attempt to resolve the dispute in accordance with clause 14.
 - (iii) if the resolution of the dispute determines that Reliance must pay an amount to the Supplier, Reliance will pay the outstanding amount; and
 - (iv) the parties continue to be bound by their obligations under the Contract.
- (g) Reliance may deduct from an amount payable to the Supplier under the Contract any amount that is, or in the opinion of Reliance is likely to become, payable by the Supplier to Reliance under the Contract or otherwise.
- (h) Payments by Reliance are on account only and do not evidence Reliance's acceptance of the Goods or the Services.
- (i) Reliance is not obliged to pay any invoice which is received by Reliance more than 90 days after the date of Delivery of the Goods and/or completion of performance of the Services.

7. Inspection

- (a) The Supplier must, on reasonable notice, provide Reliance with access to its premises, or any other site at which the Goods are being manufactured or stored or the Services are being carried out, at all reasonable times for the purpose of inspecting any activities connected with the Supply of Goods or Services.



- (b) Reliance may reject any Goods or Services which an inspection under clause 7(a) reveals do not comply with the Contract, upon which rejection Reliance may, at its election and without prejudice to any other remedy available to it, either:
- (i) require the Supplier to immediately undertake the Supply the subject of the rejection in proper compliance with the Contract; or
 - (ii) immediately terminate the Contract.

8. Warranties

- (a) The Supplier warrants, for the duration of the Warranty Period, that the Goods and/or Services the subject of the Supply (as relevant) will:
- (i) be free from defects in design, performance, materials and workmanship;
 - (ii) conform to all Specifications contained in the Contract;
 - (iii) be fit for the purposes made known to the Supplier by Reliance;
 - (iv) be manufactured or performed expeditiously and in a proper and workmanlike manner;
 - (v) not infringe any third party intellectual property rights;
 - (vi) be free from all mortgages, charges, encumbrances, liens and other third party rights or claims; and
 - (vii) comply with all Legislative Requirements in the jurisdiction in which they are supplied.
- (b) The Supplier must ensure that Reliance obtains the benefit of warranties provided by manufacturers of the Goods or of materials or other components which are used in the performance of Services where ownership of those components or materials ultimately vests in Reliance.
- (c) If the Supplier breaches any of the warranties under clause 8(a) during the Warranty Period, the Supplier must, at Reliance's option (where appropriate):
- (i) repair the Goods;
 - (ii) replace the Goods;
 - (iii) re-perform the Services; or
 - (iv) refund Reliance the amount of the Price paid in respect of the relevant Goods or Services, within such period as Reliance may reasonably direct, upon which time the Warranty Period will recommence in respect of those Goods or Services.
- (d) If the Supplier fails to rectify a breach of warranty in accordance with clause 8(c), or otherwise fails to comply with the Contract, Reliance may, without prejudice to any other remedy available to Reliance, immediately terminate the contract.
- (e) Without limiting clauses 8(c) and 8(d), if any Goods supplied to Reliance fail to meet the Specifications under the Contract, or are otherwise damaged or defective, Reliance reserves the right to reject the Goods within a reasonable time after becoming aware of such an issue, despite any prior acceptance of or payment for the Supply.

9. Confidentiality

- (a) Each of the parties agree:
- (i) to maintain as confidential and not to disclose, unless the disclosure is required by Law, any Confidential Information provided to them by, or on behalf of, the other party; and
 - (ii) to use Confidential Information only for the purposes of fulfilling its obligations under the Contract or of obtaining legal advice in relation to the Contract.
- (b) The Supplier acknowledges and agrees that it will, in respect of any Personal Information it receives or has access to under the Purchase Order, comply with the Privacy Law.

10. Intellectual Property

- (a) If the Supplier is manufacturing or procuring the manufacture of the Goods, and the Goods are required to be manufactured or fabricated to Reliance's Specifications, unless the Supplier and Reliance otherwise agree in writing, all intellectual property rights that arise in the course of, or in relation to, the design or manufacture of the Goods belong to Reliance.
- (b) Unless the Supplier and Reliance otherwise agree in writing, all intellectual property rights that arise in the course of, or in relation to, the performance of the Services belong to Reliance.
- (c) The Supplier must execute all documents and perform all other acts reasonably required by Reliance to perfect Reliance's ownership of any intellectual property referred to in clauses 10(a) and 10(b) (**Reliance IP**).
- (d) The Supplier indemnifies the Company against all loss, cost, expense or damage suffered or incurred by Reliance as a result of the Goods or the Services infringing intellectual property rights of any person.
- (e) Subject to the provisions of the Contract, Reliance grants to the Supplier a non-exclusive, non-transferrable, royalty-free license to use the Reliance IP for the sole purpose of performing its obligations under the Contract.

**11. Variation, Suspension and Cancellation**

- (a) In relation to Goods, Reliance may at any time prior to the acceptance of the Goods, give notice to the Supplier to vary any or all of the Purchase Order including to the location, manner, materials, sequence or time. The Supplier must comply with that instruction and a reasonable adjustment will be made by Reliance to the Purchase Price and/or the Delivery Date (to the extent impacted by Reliance's instruction).
- (b) In relation to Services, Reliance may give Notice to the Supplier to vary the scope including by adding or deleting any of the Services. The Supplier must comply with that instruction and a reasonable adjustment will be made by Reliance to the Purchase Price and/or the Completion Date (to the extent impacted by Reliance's instruction).
- (c) Reliance may at its option and without cause:
- (i) in relation to Goods, at any time up to 14 days prior to the Delivery Date cancel all or any part of a Purchase Order by written Notice to the Supplier; and
 - (ii) in relation to Services, cancel all or any part of the Purchase Order or suspend the performance of the Services (or any part of them) for up to 6 months by written Notice to the Supplier;
- and upon such cancellation or suspension Reliance has no obligations except for those set out in clauses 11(d) and 11(e).
- (d) For the purposes of clause 11(c), in relation to a cancelled Purchase Order for Goods:
- (i) if the Goods are goods ordinarily supplied by the Supplier, Reliance will be under no obligation whatsoever to pay any money to the Supplier;
 - (ii) if the Goods have been manufactured or fabricated to particular Specifications under the Contract and are not goods ordinarily supplied by the Supplier, then upon receipt of Notice the Supplier must:
 - (A) immediately cease the Supply (including any manufacture or other associated work) in accordance with and to the extent specified in the Notice of cancellation; and
 - (B) do everything possible to mitigate any costs associated with the relevant Supply following such cancellation.
 - (iii) Where the Goods are of the type referred to in clause 11(d)(ii), Reliance must pay to the Supplier, in full and final satisfaction of all of the Supplier's rights against Reliance, the reasonable actual direct costs incurred by the Supplier prior to the effective date of cancellation less any mitigated costs and resale proceeds.
 - (iv) Without limiting clauses 3(e) and 3(f), title to and property in any materials or incomplete Goods for which Reliance makes payment under clause 11(d)(iii) will immediately pass to Reliance upon such payment.
- (e) For the purposes of clause 11(c), in relation to a cancelled Purchase Order for Services, Reliance will pay the Supplier for a fair and reasonable amount calculated by Reliance for the Services performed up to the receipt of notice of cancellation, based on the actual direct costs reasonably incurred by the Supplier to that time.
- (f) For the avoidance of doubt, Reliance's only liability in relation to the cancellation of any Purchase Order under this clause 11 is set out in clauses 11(d) and 11(e) above, and Reliance is not liable to the Supplier for any indirect or consequential costs, loss of profits or opportunity costs, or any other cost, loss, damage or expense.

12. Termination

- (a) In addition to any other right of termination in these Terms and Conditions:
- (i) either party may terminate the Contract immediately by Notice to the other party if the other party suffers an Insolvency Event;
 - (ii) if the Supplier breaches the Contract, Reliance may suspend payment to the Supplier until the breach is rectified to the reasonable satisfaction of Reliance;
 - (iii) regardless of whether or not Reliance has suspended payment under clause 12(a)(ii), Reliance may terminate the Contract immediately by notice to the Supplier if the Supplier breaches the Contract and the Supplier fails to remedy the breach within 5 Business Days of receiving Notice from Reliance requiring the Supplier to do so, or if in the reasonable opinion of Reliance, the breach is incapable of remedy; and
 - (iv) the Supplier may terminate the Contract immediately by notice to Reliance if Reliance breaches the Contract and Reliance fails to remedy the breach within 10 Business Days of receiving notice from the Supplier requiring Reliance to do so, or if in the reasonable opinion of the Supplier, the breach is incapable of remedy.

13. Dispute Resolution

The parties must attempt to resolve disputes arising under the Contract promptly by negotiation in good faith before referring the dispute to conciliation or arbitration or commencing court proceedings. Senior personnel nominated by each party will attempt to resolve the dispute.



14. Liability and Indemnity

- (a) Nothing in the Contract excludes, restricts or modifies any terms, conditions or warranties or a party's liability for them which are imposed or implied by any statute, including the *Competition and Consumer Act 2010* (Cth), and which by statute cannot be excluded, restricted or modified. Limitations and exclusions are made only to the extent a party may legally do so.
- (b) The Supplier agrees to indemnify and will keep indemnified Reliance and Reliance's Personnel (**Indemnified Parties**) against all Claims whether incurred by or awarded against an Indemnified Party arising from or as a result, whether directly or indirectly, of:
- (i) injury or death to any of the Supplier's Personnel;
 - (ii) damage to or destruction of any property belonging to the Supplier or in the Supplier's possession or under the Supplier's control;
 - (iii) Reliance's inability to meet its obligations to a third party as a result of the Supplier failing for any reason to perform its obligations under the Contract;
 - (iv) any damage to or destruction of any property (including the Goods or any property of any Indemnified Party) or injury to or death of any person (including Reliance's Personnel) to the extent that it is caused by any negligent or unlawful act or omission or wilful misconduct of the Supplier or any of its Personnel or a breach of the Contract by the Supplier;
 - (v) a failure by the Supplier or the Supplier's Personnel to comply with any Legislative Requirement; and
 - (vi) without limiting clauses 14(b)(i) to 14(b)(v), a breach by the Supplier or the Supplier's Personnel of any of the Supplier's obligations under the Contract, or the negligence, fraud or wilful misconduct of the Supplier or the Supplier's Personnel or of any other person for which the Supplier is vicariously liable, in connection with the performance of the Contract, except to the extent the Claim arises as a direct result of the negligent or unlawful act or omission or wilful misconduct of an Indemnified Party or a breach of the Contract by Reliance.
- (c) The indemnities in this Contract are continuing obligations, independent of the other obligations of the parties under the Contract and continue after the Contract ends. It is not necessary for a party to incur an expense or make payment before enforcing a right of indemnity under the Contract.
- (d) The parties acknowledge and agree that Reliance is entering into this agreement and obtaining the benefit of clause 14 both on its own behalf and on behalf of each of the Indemnified Parties.

15. Insurance

- (a) Without limiting the Supplier's liability under the Contract, the Supplier must effect and maintain, at its own cost:
- (i) workers' compensation or employers' liability insurance in accordance with the Legislative Requirements covering all claims and liabilities arising from any accident or injury to any person employed by the Supplier;
 - (ii) public and product liability insurance with a limit of liability not less than \$20,000,000 for each and every claim, covering legal liability for:
 - (A) death of, or bodily injury (including disease or illness) to, any person; and
 - (B) loss of, or damage to, property,arising from or in connection with the performance of the Supplier's obligations under the Contract;
 - (iii) if the Contract includes the supply of professional services, professional indemnity insurance, on a claim incurred basis, with a limit of liability not less than \$5,000,000 for each and every claim;
 - (iv) for any motor vehicles to be brought onto Reliance's Site, third party property damage motor vehicle insurance with a limit of liability not less than \$20,000,000 for each and every claim; and
 - (v) insurance for the Goods and/or Services up to the time they have been delivered, performed or installed (whichever occurs last), for an amount not less than their replacement value. (collectively, **Insurances**)
- (b) All Insurances must be placed with a reputable insurer or insurers on terms and conditions consistent with prudent risk management.
- (c) The Supplier must:
- (i) ensure that the insurances required under clauses 15(a)(i), 15(a)(ii), 15(a)(iv) and 15(a)(v) are maintained until completion of the Supply, and that any insurance required under clause 15(a)(iii) is maintained until 6 years after completion of the Supply;
 - (ii) unless prevented by Law, ensure that the Insurances maintained by the Supplier note the interests of Reliance under the Contract (except in the case of professional indemnity insurance).
 - (iii) upon Reliance's request, provide Reliance with certificates of currency with respect to these Insurances.
 - (iv) ensure that any subcontractors appointed to perform any of the Supplier's obligations under the Contract maintain the Insurances referred to in clause 15(a).



16. Waiver

Except as expressly set out in the Contract, a party may only waive or vary a right under this Contract by written notice addressed to the other party. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it was given.

17. Notice

- (a) A notice, demand, consent, approval or communication under this agreement (**Notice**) must be in writing and hand delivered or sent by prepaid post or email to the recipient.
- (b) A Notice is deemed to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, on the seventh Business Day after the date of posting; or
 - (iii) if sent by email, when the sender's email system generated a confirmation of receipt of the Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) Reliance may at any time vary these Terms and Conditions as they apply to future Contracts and may notify the Supplier of these variations by notice complying with clause 17 including notification in writing with a Purchase Order or by publishing the revised Terms and Conditions or notice on its website.

18. Assignment and Subcontracting

- (a) Reliance may assign its rights and obligations under the Contract (in whole or in part) to any person without the consent of the Supplier.
- (b) The Supplier may not assign or otherwise transfer its rights under the Contract or subcontract the performance of any part of the Supply without prior written notice to and consent from Reliance, which consent must not be unreasonably withheld.
- (c) The Supplier is liable for the acts and omissions of any subcontractor as if they were the acts or omissions of the Supplier itself and approval to subcontract will not relieve the Supplier from any liability or obligation under the Contract.

19. Severance

If a provision of the Contract would, but for this clause, be unenforceable:

- (a) the provision must be read down to the extent necessary to avoid that result; and
- (b) if the provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of the Contract.

20. Survival

The warranties, indemnities and confidentiality obligations in the Contract survive rescission, termination or completion of the Contract and do not merge on completion of any transaction under the Contract.

21. Applicable Law

The Contract is governed by the law of, the State of New South Wales. The courts of the State of New South Wales have non-exclusive jurisdiction in connection with the Contract.