

Hyne Group – Supplier Terms and Conditions (“Conditions”)

1 Application of Conditions

- 1.1 These Conditions govern our engagement with you to acquire Goods, Services, and Works from you and apply to all Purchase Orders we issue.
- 1.2 If you wish to negotiate these Conditions with us then you should respond to this document, marking up these Conditions and drawing those changes to our attention and obtain our agreement in writing.
- 1.3 It is not our practice to otherwise review terms and conditions on documents that you issue to us.
- 1.4 Unless we otherwise agree in writing, we do not accept, and will not be bound by, any terms or conditions included in, attached to, or referenced in, any other document you give to us like a Quotation or sales confirmation.
- 1.5 For the removal of doubt, you acknowledge and agree where we reference a Quotation or other document of yours (such as in our Purchase Order) which includes or incorporates any terms or conditions of yours, we will not be deemed to have accepted, and will not be bound by, such terms or conditions.

2 Basis of engagement

- 2.1 You are not an exclusive supplier of Goods, Services, or Works to us, and we are under no obligation to meet any minimum order requirements you may set from time to time.
- 2.2 You acknowledge and agree that where we are acquiring Services or Works from you, you are providing those Services or Works as an independent contractor.
- 2.3 Nothing in these Conditions, or any Contract of which these Conditions form part, is to be construed as creating a relationship of employment, agency, joint venture, partnership, or other relationship with duties or incidents different from those of parties to an arm's length contract for services.

3 Customer Enquiries

If we submit a Customer Enquiry to you, you must issue a Quotation to us as soon as practicable that complies with the requirements set out in clause 4 (Quotations).

4 Quotations

Any Quotation you issue to us:

- (a) will constitute an offer to supply the Goods, Services, or Works described in that Quotation;
- (b) must be inclusive of GST and all other taxes, customs and excise duties, and imposts;
- (c) must be inclusive of the cost of delivering the Goods (including packaging costs, delivery [being shipping, cartage, freight, demurrage, and other transport costs], and insurance); and
- (d) will remain valid for acceptance for a period of thirty (30) days from the date of the Quotation (unless the Quotation states that it will remain valid for acceptance for a longer period, in which case it will remain valid for acceptance for that period).

5 Purchase Orders

- 5.1 We may issue a Purchase Order to you, irrespective of whether you have issued a Quotation to us.
- 5.2 A Purchase Order may include additional terms or conditions, which will supplement these Conditions.
- 5.3 If you do not have sufficient stock to fulfil our Purchase Order, you must:
 - (a) notify us in writing as soon as practicable; and
 - (b) not place any Goods on backorder without our prior approval.
- 5.4 You must not vary the Goods or Services the subject of our Purchase Order without first obtaining from us a modified Purchase Order.
- 5.5 We may reject any Goods or Services you have supplied where we have not issued you a Purchase Order in respect of those Goods or Services.

6 Formation of Contract

- 6.1 A Contract is formed, and you have accepted these Conditions, when we have issued a Purchase Order to you and either you have:
 - (a) accepted our Purchase Order in writing; or
 - (b) supplied us with any Goods or provided any Services or Works following receipt of our Purchase Order.
- 6.2 If we revoke our Purchase Order:
 - (a) prior to the formation of a Contract then:
 - (i) you will refund any deposit we have paid in respect of our Purchase Order; and
 - (ii) we will not be required to pay any fee or reimburse you for any costs associated with us cancelling our Purchase Order; or alternatively
 - (b) after the formation of a Contract then unless we are in breach of the Contract:
 - (i) we will pay your reasonable costs (as evidenced by supporting documentation) incurred directly with fulfilment of our Purchase Order to the extent that you are unable (acting reasonably) to mitigate such costs in other ways; and
 - (ii) you may apply any deposit we have paid towards those costs and refund any balance to us as soon as practicable.
- 6.3 You must review any Purchase Order we issue for errors or mistakes before a Contract is formed and in any event by no later than three (3) Business Days after a Contract has formed. Where any errors or mistakes are identified you must notify us as soon as practicable and by no later than two (2) Business Days to allow us to revoke the Contract or amend and reissue the Purchase Order, as the case may be.

7 Price

- 7.1 The price payable for the Goods or Services is stated in our Purchase Order, is all-inclusive, and includes:
 - (a) the price or rates payable for the Goods or Services;
 - (b) all taxes, duties, levies, excises, fees, charges, and all other sums payable on, or in respect of, the Goods or Services; and
 - (c) the costs of delivering the Goods (including delivery [being shipping, cartage, freight, demurrage, and other transport costs], and insurance).
- 7.2 After a Contract has been formed, we may request that you carry out a Purchase Order Variation in accordance with clause 8 (Purchase Order Variations), in which case the price or rates payable in respect of the Purchase Order Variation will be determined:
 - (a) by agreement; or failing agreement
 - (b) by the prices or rates stated in our Purchase Order.

8 Purchase Order Variations

- 8.1 If we require a Purchase Order Variation, we will issue a Variation Request to you.
- 8.2 If you accept our Variation Request, you must not commence any work towards the Purchase Order Variation until:
 - (a) we have issued you with a Purchase Order for the Variation Request (or a modified Purchase Order); and
 - (b) you have accepted our Purchase Order.
- 8.3 You must not carry out any Purchase Order Variation except in accordance with this clause 8.

9 Delivery and risk

- 9.1 You will use reasonable endeavours to deliver the Goods at the time and place agreed for delivery stated in our Purchase Order. If no time for delivery is stated in our Purchase Order, you must deliver the Goods as soon as practicable.
- 9.2 You must pay any fine or penalty which we become liable to pay (other than as a result of our negligence or fault) incurred as a result of your delayed or late delivery.
- 9.3 You may only deliver the Goods prior to the time agreed for delivery with our prior approval.
- 9.4 You acknowledge and agree that unless our Purchase Order expressly states otherwise:
 - (a) time in respect of delivery is of the essence; and

- (b) you must deliver the Goods in one lot.
- 9.5 You must ensure that all Goods:
- (a) are suitably packed to permit their safety and security during transport; and
 - (b) are accompanied by a delivery docket and packing slip, which includes:
 - (i) your tax invoice number;
 - (ii) a detailed description of the Goods;
 - (iii) the total quantity and unit of measure for each of the Goods; and
 - (iv) the method of transport and carrier consignment note number (where applicable).
- 9.6 Risk of loss, damage, or deterioration to the Goods passes to us, and delivery is deemed to occur, at the time:
- (a) we or any third party on our behalf collect the Goods from you;
 - (b) you or your nominated carrier delivers the Goods to the delivery location stated in our Purchase Order (or to such other location as agreed in writing) during Business Hours; or
 - (c) our nominated carrier takes possession of the Goods.
- 9.7 If we sign your delivery docket or consignment note or that of your nominated carrier, it will:
- (a) not be deemed to be our acceptance of the Goods in good order and condition in the quantity or volume we have ordered; and
 - (b) only be confirmation that we have received the number of packages, cartons, or other containers delivered.

10 Title in the Goods

Ownership and unencumbered title in the Goods passes to us on the earlier of:

- (a) us making payment for those Goods; or
- (b) delivery.

11 Provision of Services

- 11.1 This clause 11 does not apply where we engage you to perform Works.
- 11.2 You must:
- (a) complete the Services by the date specified in our Purchase Order;
 - (b) promptly notify us as soon as you become aware of any delay or possible delay in the supply of the Services;
 - (c) use appropriately skilled and qualified Personnel to provide the Services;
 - (d) provide fit for purpose Services in a timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, and experienced provider of services that are similar to the Services; and
 - (e) and meet the requirements set out in the Key Performance Indicators (if any).

12 Failure to perform

- 12.1 This clause 12 does not apply where we engage you to perform Works.
- 12.2 If the you fail to perform any Services or deliver any deliverables in accordance with these Conditions or our Purchase Order (constituting a Defect or default):
- (a) we will not be required to pay for those Services or deliverables until they are provided in accordance with these Conditions or our Purchase Order; and
 - (b) we may issue a written notice to you requiring you to remedy the Defect or default, or reperform the Services or deliverables within a time specified by us (which time must be reasonable having regard to the nature of the relevant Services or deliverables).
- 12.3 If:
- (a) the Defect or default referred to in clause 12.2 is incapable of being reasonably remedied or re-performed; or
 - (b) you fail to remedy the Defect or default, or reperform the non-compliant Service(s) or deliverables within the time

specified in the notice issued under clause 12.2(b),

we may either have the Services or deliverables remedied or re-performed by a third party or do so ourselves.

- 12.4 Where we or a third party have remedied the Defective or defaulting Services under clause 12.3, you must pay our reasonable costs. This clause 12.4 is without prejudice to any other rights or remedies we may have accrued or arising under these Conditions, or at law.

13 Access

If you are engaged to provide Services at our premises, you must, and must ensure that your Personnel:

- (a) protect people and property;
- (b) minimise water, fuel and electricity use (including lighting, heating, and air-conditioning);
- (c) prevent and otherwise minimise waste, pollution, and nuisance;
- (d) provide an environmental management plan on request;
- (e) act in a safe and lawful manner;
- (f) comply with:
 - (i) our safety standards and policies (as made known to you from time to time);
 - (ii) relevant safety and environmental standards; and
 - (iii) comply with any lawful directions we give.

14 Invoicing and payment terms

- 14.1 The following clause 14.2 does not apply where we engage you to perform Works.
- 14.2 Unless our Purchase Order expressly states otherwise, you may only issue an invoice to us:
- (a) (in the case of a supply of Goods): on or after delivery of the Goods;
 - (b) (in the case of a supply of Services):
 - (i) where our Purchase Order provides for Services to be provided by you on a one-off basis or as a single engagement, following your completion of the Services; or
 - (ii) where our Purchase Order provides for Services to be provided by you on an ongoing basis:
 - (A) (where completion of the Services occurs within a period of less than (1) month): on completion of the Services; or
 - (B) (where completion of the Services occurs over a period of more than one (1) month): on or after the Reference Date, for work performed in the preceding month.
- 14.3 Each invoice you issue to us must:
- (a) be sent to us via email to the relevant business group AP email and not to individuals:
 - Hyne Timber: ap@hyne.com.au
 - Hyne Pallets: finance@hynepallets.com
 - XLam Australia: accounts@xlam.com.au
 - XLam New Zealand: accounts@xlam.co.nz
 - Mayflower Enterprises: ap@hyne.com.au
 - Rocky Point: accounts.garden@rockypoint.com.au or accounts.production@rockypoint.com.au for bulk related.
 - Bassett Barks: accounts2@bassettbarks.com.au

- (b) reference the Purchase Order number to which the invoice relates;
- (c) contain all information required in a tax invoice for the purposes of the GST Act; and
- (d) contain any other information we reasonably require.

- 14.4 Unless otherwise agreed in writing, the terms of payment are thirty five (35) days from end of month.

- 14.5 We may make payment by electronic funds transfer, or credit card. We reserve the right to change the payment methods that we use at any time.

- 14.6 Payment of an invoice does not constitute our acceptance of the Goods or Services or of the amount you have invoiced and will be deemed to be payment on account only.

- 14.7 We agree to pay GST on all taxable supplies upon you issuing us a tax invoice relating to the taxable supply.
- 14.8 You agree we will not be required to pay any interest on any amount which remains unpaid after the due date for payment.
- 14.9 You agree we may set off, deduct, or withhold any amounts you owe us from any amount we owe you.
- 14.10 Without derogating from clause 14.9, we may, but are not obliged to, deduct and withhold from any payment due to you any amount we determine (acting reasonably) we are required to deduct or withhold by law, including PAYG withholding and compulsory superannuation contributions (notwithstanding clause 21.4(d)).

15 GST – Recipient Created Tax Invoices

- 15.1 Where agreed between the parties, this clause 15 applies notwithstanding any other clause in these Conditions, if a party is, or becomes, liable to pay GST regarding any Supply of goods, services or anything else under these Conditions.
- 15.2 Capitalised expressions which are not defined in these Terms but which have a defined meaning in the GST Act have the same meaning in this clause. For removal of doubt the term 'supplier' in this clause has been defined in lowercase to avoid conflict with the definition given to this term in clause 40.37.
- 15.3 If a party (**supplier**) makes a Taxable Supply under these Terms, then the Recipient of the Taxable Supply, must pay the supplier the GST payable on the Taxable Supply in addition to the consideration for the Supply.
- 15.4 Unless otherwise agreed, within seven (7) days of a Supply being made under these Terms, the supplier must provide to the Recipient a Tax Invoice or other documentation that complies with the requirements for a valid Tax Invoice under the GST Act.
- 15.5 If the Recipient requires, the Recipient may issue to the supplier a RCTI in relation to a Taxable Supply in lieu of the supplier issuing a Tax Invoice. Where that is the case, the supplier must not issue a Tax Invoice for that Taxable Supply.
- 15.6 Subject to the supplier issuing a Tax Invoice to the Recipient as required under clause 15.4, or the Recipient issuing a RCTI to the supplier under clause 15.5, the Recipient must pay the GST on the Taxable Supply under these Terms to the supplier at the same time as the Recipient pays the consideration for the Supply to the supplier.
- 15.7 Despite any other provision of these Terms, if the whole or part of any consideration under these Terms is a reimbursement or an indemnity to one party of an expense, loss, outgoing or liability incurred or to be incurred by the other party, the consideration excludes any GST included in such expense, loss, outgoing or liability incurred or to be incurred for which the other party can claim an Input Tax Credit. The other party will be assumed to be entitled to a full Input Tax Credit unless it can establish otherwise.
- 15.8 If an Adjustment Event occurs regarding a Supply under these Terms, the supplier must issue to the Recipient an Adjustment Note regarding the Adjustment Event within seven (7) days of the supplier becoming aware of the Adjustment Event.
- 15.9 If the Adjustment Note gives effect to an Increasing Adjustment, the Recipient must pay to the supplier the GST component of the Increasing Adjustment not later than the fourteenth business day of the month following the month in which the Adjustment Note is issued to the Recipient.
- 15.10 If the Adjustment Note gives effect to a Decreasing Adjustment, the supplier must pay to the Recipient the GST component of the Decreasing Adjustment not later than the fourteenth business day of the month following the month in which the Adjustment Note is issued to the Recipient.

16 Insurance

- 16.1 Unless otherwise agreed in writing, you must at all times have appropriate, current and adequate insurance cover, including but not limited to public and product liability insurance.
- 16.2 You must maintain:
- (a) (if supplying professional, design or consulting Services or Works): professional indemnity insurance for no less than \$5,000,000;
 - (b) (if providing Works): insurance covering transit, materials in

storage, and motor vehicle insurances, to a value sufficient to cover any loss, damage or costs that may be incurred; and

- (c) a policy of public and product liability insurance to cover liability for loss or damage to property and the death of or injury to any person (other than liability which applicable law requires to be covered under a workers compensation policy) for no less than \$20,000,000 in respect of any one occurrence,
- for a period of six (6) years after the completion of the Services or supply of the Goods.
- 16.3 You must ensure that each insurance you are required to effect and maintain under clause 16.2 is:
- (a) effected with an insurer with a financial security rating equal to or better than Standard and Poor's A minus rating or the equivalent rating with another recognised agency; and
 - (b) on terms and conditions usual to that class of insurance.
- 16.4 You must, in respect of each insurance required by clause 16.2:
- (a) when requested by us, promptly satisfy us that each insurance is current by providing us with certificates of currency or such other evidence we may reasonably require;
 - (b) pay each insurance premium before the due date and, upon request, produce receipts for the payment;
 - (c) bear the cost of any excesses and deductibles;
 - (d) not do, omit to do, or permit anything which prejudices the insurances;
 - (e) not, without our prior written and fully informed consent:
 - (i) insure the Goods, Works, or Services only in your name; or
 - (ii) vary, cancel, or allow to lapse any insurance;
 - (f) immediately rectify anything which might prejudice the insurances and reinstate any insurance if it lapses; and
 - (g) notify us immediately when an event occurs which gives rise or might give rise to a Claim under any of the insurances.

17 Australian Standards

- 17.1 Materials and supplies are to comply with relevant Australian Standards, the *Work Health and Safety Act 2004* (Cth) and where appropriate AS/NZS ISO 14001:2015 Environment Systems.
- 17.2 Items of plant and chemical substances are to comply with OHS legislation and relevant Standards.
- 17.3 You must notify us of any OH&S or Environment order judgment made against you within the process of manufacture or the supply of Goods.
- 17.4 You warrant that you shall document, plan, and maintain a QA System or ISO 9001:2015 standard to ensure comprehensive control is achieved in the quality of the goods being supplied under this Purchase Order.
- 17.5 You acknowledge and agree to furnish us with such QA Documentation that we may reasonably require in respect of the Goods or Services.

18 Claims

- 18.1 We may give you notice in writing, with particulars, of any Claim that:
- (a) the Goods delivered are not in accordance with the Contract (including any Claim for shortfall, incorrect supply, or defect in or damage to the Goods) or for have not been delivered; or
 - (b) the Services have not been provided in accordance with the Contract.
- 18.2 You acknowledge and agree that no time bar or limitation period (other than any applicable limitation period under statute) will apply to any Claim we make under clause 18.1.

19 Returns

- 19.1 You must accept the return of any Goods if:
- (a) the Goods supplied do not conform with the Contract;
 - (b) the Goods are defective;
 - (c) you are required by law to accept the return of the Goods; or
 - (d) we change our mind, but only if:

- (i) we reimburse you for all reasonable costs you incur in connection with the return of those Goods (except for Goods you have incorrectly supplied or are defective);
- (ii) the Goods are in substantially the same condition to the condition in which they were delivered; and
- (iii) the Goods were not specifically produced or procured at our request.

20 Warranties (Goods)

- 20.1 This clause 20 applies to Contracts where you supply Goods to us.
- 20.2 You warrant and represent to us that the Goods:
- (a) match the description stated in our Purchase Order;
 - (b) conform with the Specifications and all applicable laws, regulations, and standards;
 - (c) are new or of merchantable quality;
 - (d) are free from all defects in title (that will or are likely to detrimentally affect our use or enjoyment of Goods), design, materials, and workmanship;
 - (e) are free from any security interests, liens, or other encumbrances; and
 - (f) are fit for the purpose for which goods of the same kind are commonly supplied and for any specific purpose we have made known to you.

21 Warranties (Services and Works)

- 21.1 This clause 21 applies to Contracts where you provide Services or Works to us.
- 21.2 You warrant and represent to us that the Services or Works (as the case may be):
- (a) will be provided in accordance with our Purchase Order and to our reasonable satisfaction;
 - (b) conform with the Specifications and all applicable laws, regulations, and standards;
 - (c) will be provided by appropriately qualified, competent, and skilled Personnel of yours; and
 - (d) will be provided in a proper and professional manner, with due skill, care, and diligence, and in accordance with generally accepted industry standards.
- 21.3 You warrant and represent to us that you (and your Personnel):
- (a) are legally entitled to operate in Australia;
 - (b) hold and will maintain all necessary Approvals;
 - (c) are authorised to, and not restricted in any way (whether by contract or otherwise) from providing the Services; and
 - (d) will not be a party to any act or thing prejudicial to our goodwill, commercial reputation, or overall public image.
- 21.4 You warrant and represent to us that you:
- (a) have an Australian Business Number (ABN) and have provided your ABN to us;
 - (b) will quote your ABN on each invoice you issue to us;
 - (c) will immediately advise us if your ABN or GST registration is cancelled; and
 - (d) are solely responsible for:
 - (i) payment of your own taxes and compliance with your taxation obligations, including income tax (and consent to us furnishing the Commissioner of Taxation with your name and address and with the details of any payments we make to you); and
 - (ii) all Employee Benefits and Obligations due or accruing to you or your Personnel from time to time.

22 Our Property

You acknowledge and agree that:

- (a) we are the legal and beneficial owner of the Customer Property;
- (b) your right to use the Customer Property is as bailee only and limited to the performance of your obligations under the Contract;
- (c) you must maintain the Customer Property and keep it in good order and condition;
- (d) you must allow us to inspect the Customer Property at all reasonable times while it is in your possession or under your control;

- (e) you must not sell, pledge, assign, reproduce, license, modify, destroy, or dispose of the Customer Property, or otherwise deal with the Customer Property in a manner inconsistent with our rights or interest, without our prior written and fully informed consent; and
- (f) you must promptly return the Customer Property to us upon demand.

- 22.2 Where you hold the Customer Property as bailee for the purpose performing or providing the Services (including but not limited to, treating Customer Property) you acknowledge and agree that this clause 22 constitutes a security interest in our favour.

23 Security interest

- 23.1 Nothing in these Conditions or any Purchase Order we issue to you creates a security interest in the Goods or any Customer Property in your favour.
- 23.2 Unless you have obtained our prior written and fully informed consent, you undertake not to create, nor purport to create, any security interest in the Goods (or any proceeds derived from the sale of such Goods), nor register, nor permit to be registered, a financing statement or financing change statement in relation to the Goods or Customer Property in your favour or in favour of any third party.
- 23.3 You:
- (a) waive your right to receive a copy of any verification statement in accordance with section 157 of the PPS Act; and
 - (b) agree that, to the extent permitted by the PPS Act:
 - (i) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, and 143 of the PPS Act do not apply and are hereby contracted out of; and
 - (ii) you waive your right to receive notices under sections 95, 118, 121(4), 127, 130, 132(3)(d), and 132(4) of the PPS Act.
- 23.4 We need not disclose information of the kind detailed in section 275(1) of the PPS Act, unless required by law.
- 23.5 Where we have rights in addition to those under Part 4 of the PPS Act, those rights continue to apply.

24 Particular purpose

- 24.1 If we require any Goods, Services, or Works for a particular purpose:
- (a) we will make that purpose known to you prior to or at the time we issue a Purchase Order to you; and
 - (b) you must advise us if the Goods or Services are fit for our intended purpose and will meet our requirements (including the Specifications) and, at our request, must provide us with a written assurance to this effect.

25 Indemnities

- 25.1 If you default in the performance or observance of your obligations under any Contract of which these Conditions form part, then:
- (a) we will take steps to mitigate our loss and act reasonably in relation to any default by you; and
 - (b) we will give you notice requesting payment for loss and damage occasioned in respect of those events and requesting that you remedy any breach within a reasonable time; and
 - (c) if that demand is not met then you indemnify us in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that we have suffered arising therefrom.
- 25.2 You are responsible for, and must indemnify and hold us harmless from and against any Claims arising in connection with any tax, charge, fine, penalty, or other impost which we incur or become liable to pay as a result of your breach of any of the warranties contained in clauses 20 (Warranties (Goods)) or 21 (Warranties (Services)).
- 25.3 Your liability to indemnify us will be reduced proportionally to the extent that any fraud, negligence, or wilful misconduct by us or a breach of our obligations under contract has contributed to the Claim, loss, damage, or cost which is the subject of the indemnity.
- 25.4 Your liability to indemnify us is a continuing obligation separate and independent from your other obligations and survives the termination or performance of any Contract of which these Conditions form part.

26 Termination

- 26.1 A party may, with immediate effect, terminate any Contract of which these Conditions form part by notice in writing, if the other party:
- (a) commits a material or persistent breach of these Conditions and does not remedy that breach (if capable of remedy) within seven (7) days of the receipt of a notice (or such longer time as specified in the notice) identifying the breach and requiring its remedy; or
 - (b) has failed to pay sums due to the party within seven (7) days; or
 - (c) has indicated that it is, or may become, insolvent; or
 - (d) ceases to carry on business; or
 - (e) comprises an entity which is the subject of the appointment of receivers or managers; or
 - (f) comprises a natural person who:
 - (i) has committed an act of bankruptcy; or
 - (ii) has been made bankrupt;
 - (g) comprises a corporation which:
 - (i) enters into voluntary administration;
 - (ii) is subject to a deed of company arrangement; or
 - (iii) is subject to the appointment of liquidators or provisional liquidators.
- 26.2 If the Contract is terminated, we are liable to only pay to you:
- (a) the amount due for any Goods that have been delivered to us or for Services already rendered in accordance with our Purchase Order prior to the date of termination; and
 - (b) any reasonable costs you have incurred (as evidenced by supporting documentation) directly with fulfilment of our Purchase Order up until the date the Contract is terminated to the extent that you are unable (acting reasonably) to mitigate such costs in other ways.
- 26.3 The payment we make under clause 26.2 (if any) will constitute the full and final compensation we are required to pay under or in connection with termination of the Contract.

27 Intellectual Property

- 27.1 You represent and warrant that we are entitled to use and deal with any Intellectual Property which may be used by it in connection with the Goods, Services, or Works.
- 27.2 You irrevocably and unconditionally grant to us a non-exclusive, perpetual, royalty-free, worldwide and transferable licence (including the right to sublicense) to use any Intellectual Property in relation to any Goods, Services, or Works supplied to the extent necessary to allow us the full use and enjoyment of those Goods, Services, or Works and you must, upon our reasonable request, do all things as may be necessary (including executing any documents) to give full effect to such rights.
- 27.3 You consent to us, our Personnel, licensees, and assigns doing any act or making any omissions that might otherwise constitute an infringement of your Moral Rights in any Copyright Works made you during the course of your engagement, including:
- (a) not naming you as the author of the Work; and
 - (b) amending or modifying (whether by changing, adding to, or deleting or removing) any part of the Work, but only if you are noted named as the author of the amended or modified Work,

whether such acts or omissions occur before or after the performance or termination of the Contract.

28 Development of Intellectual Property

- 28.1 You agree to make prompt and full disclosure to us of the development of any Intellectual Property and you will not make use of, or reproduce, any of our Intellectual Property without our prior written and fully informed consent.
- 28.2 Unless otherwise agreed in writing, you acknowledge and agree that we own all Intellectual Property you develop in the course of, or arising out of, any Contract of which these Conditions form part. For the removal of doubt, you immediately and irrevocably assign any such Intellectual Property to us.

29 Confidentiality

- 29.1 Each party must not:
- (a) use the other party's Confidential Information other than as

strictly necessary to undertake its obligations under the Contract; or

- (b) directly or indirectly, disclose to any other person, or exploit, the other party's Confidential Information other than with the prior written and fully informed consent of that party,

except to the extent that:

- (c) disclosure is permitted by the Contract;
- (d) the information is available to the public generally (except as a result of a previous breach of this clause 29.1);
- (e) a party is required to make disclosure by operation of law; or
- (f) the disclosure is made on a confidential basis to a party's representatives or professional advisers for the purpose of obtaining professional advice.

- 29.2 Each party's obligation under clause 29.1 is a continuing obligation separate and independent from that party's other obligations and survives the performance or termination of a Contract for a period of three (3) years.

30 Data

- 30.1 Data will remain (and, if necessary, will become) our property. You will assign to us from the date of creation all Intellectual Property in any Data created by or on your behalf.
- 30.2 You must only use the Data to the extent necessary to perform your obligations under any Contract of which these Conditions form part.

31 Media releases

You must not make any media releases, public announcements, or public disclosure (including promotional or marketing material) concerning our acquisition of Goods or Services from you without our prior written and fully informed consent.

32 Subcontracting and assignment

- 32.1 You must not subcontract:
- (a) the manufacturing or supply of any part of the Goods to be supplied; or
 - (b) the Services or Works to be provided or any part of those Services or Works,
- without our prior written and fully informed consent (which we may give conditionally or withhold in our reasonable discretion).
- 32.2 A party may only assign its rights under the Contract with the written consent of the other party.

33 Variation

- 33.1 We may amend these Conditions in the future by notifying you in writing. The amended Conditions will thereafter apply to each Purchase Order we issue to you unless you earlier give us written notice to the contrary in advance of accepting our Purchase Order.
- 33.2 The parties may agree to amend any Contract by agreement in writing.

34 Waiver

A waiver of any provision of these Conditions will only be effective if made by the affected party in writing.

35 Conflicts and Inconsistencies

If there is any conflict or inconsistency between any of the documents which together govern the relationship between the parties, it is agreed the order of precedence will be (highest to lowest):

- (a) any additional terms or conditions contained in our Purchase Order applicable to your supply of Goods or Services; and
- (b) these Conditions.

36 Severance

If any part or term of our agreement with you is illegal, invalid, or unenforceable, it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from the Contract and the remaining provisions will not be affected, prejudiced, or impaired by such severance.

37 Compliance with laws and party obligations

- 37.1 The parties acknowledge and agree to, at all relevant times, comply with:
- (a) all applicable laws, statutes, regulations from time to time in force; and
 - (b) (where applicable) our guidelines, policies, or codes of practice or conduct.
- 37.2 In performing their respective obligations under these Terms, all parties to a contract of which these Terms form part, undertake to:
- (a) act prudently and diligently in complying with any notice or request made under these Conditions;
 - (b) act in good faith and for a proper purpose; and
- ensure their respective Personnel engage cooperatively and respectfully with the Personnel of another party

38 Modern Slavery

- 38.1 The parties agree to comply with all applicable human rights and employment laws in the jurisdictions in which they operate. This includes complying with the *Modern Slavery Act 2018* (Cth) and any offence under Chapter 4, Division 73 of the *Criminal Code Act 1995* (Cth), and any other conduct or practices which amount to an offence under any Modern Slavery Laws or relevant provisions.
- 38.2 You warrant that you do not engage in any form of 'modern slavery' as that term is defined in the *Modern Slavery Act 2018* (Cth), as amended.

39 Governing law and jurisdiction

- 39.1 Our relationship is governed by and must be construed according to the law applying in the State of Queensland.
- 39.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Queensland with respect to any proceedings that may be brought at any time relating to our relationship.

40 Definitions

In these Conditions, unless the context otherwise requires, the following definitions apply.

- 40.1 **Supplier Onboarding Agreement** means this supplier onboarding agreement and the Conditions including all attachments or annexures, as amended.
- 40.2 **Approval** means any authorisation, assessment, accreditation, determination, registration, clearance, permit, licence, consent, certificate, or other approval obtained or required or applying in connection with your business or the supply of the Goods or Services.
- 40.3 **Business Hours** means between 09:00am to 5:00pm on a day that is not a Saturday, Sunday, or gazetted public holiday in the place where the Goods or Services are, or are to be, supplied.
- 40.4 **Business Day** means a day that is not a Saturday, Sunday, or gazetted public holiday.
- 40.5 **Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, or award howsoever arising, whether present, unascertained, immediate, future, or contingent, whether based in contract, tort, pursuant to statute or otherwise and whether involving a third party or a party to a Contract.
- 40.6 **Completion Date** means the date:
- (a) the Defects Liability Period ends; or
 - (b) the date specified in Item 4 of the Contract Details.
- 40.7 **Commencement Date** means the date on which the provision of the Works will commence, described as the 'Order Date' in our Purchase Order.
- 40.8 **Confidential Information** means:
- (a) the terms of a Contract and all negotiations leading to its formation;
 - (b) all information in any form disclosed or made available by a party that:
 - (i) is by its nature (or the circumstances in which it is disclosed) confidential;
 - (ii) is designated by a party to be confidential; or
 - (iii) a party knows or ought reasonably to know is confidential,
- including confidential information relating to a party's business not in the public domain including trade secrets, industrial practices,

know-how, scientific, technical, product, market, or pricing information.

- 40.9 **Contract** means a contract for the purchase of Goods, Services, or Works made under the Supplier Onboarding Agreement, as constituted by your Quotation (if any), and these Conditions.
- 40.10 **Contract Details** means the table titled 'Contract Details' set out at the beginning of the Supplier Onboarding Agreement.
- 40.11 **Contract Materials** means any materials (including any Intellectual Property) which you provide or create (whether alone or jointly with any other person) in performing the Works.
- 40.12 **Contract Sum** means a fixed fee payable to you for the provision of the Works, as may be described as 'Total' in the Purchase Order.
- 40.13 **Copyright Act** means the *Copyright Act 1968* (Cth), as amended.
- 40.14 **Customer, we, us** means any member of the Hyne Group from time to time, including but not limited to Mayflower Enterprises Pty Ltd (ACN: 607 181 662), Hyne & Son Pty. Limited (ACN 009 660 995), Hyne Pallets Pty Ltd (ACN 159 554 962), Rocky Point Pty Ltd (ACN: 104 542 323), Bassett Barks Pty Ltd (ACN: 068 814 648), XLam Australia Pty Ltd (ACN 605 018 399), and XLam Holdings Pty Ltd (ACN: 609 643 969). The relevant contracting entity will be identified in the Purchase Order or Customer Enquiry.
- For the removal of doubt, the relevant contracting entity will be notified to you on any Purchase Order or Customer Enquiry we issue you.
- 40.15 **Customer Enquiry** means an enquiry from us regarding the potential purchase of Goods, Services, or Works which includes the Specifications or other deliverables we require.
- 40.16 **Customer Property** means all materials, tools, equipment, dies, moulds, patterns, drawings, blueprints, designs, specifications, samples, technical data, and any other items we supply to you for the purposes of you supplying the Goods or Services.
- 40.17 **Data** means all data, information, text, drawings, statistics, analysis and other materials embodied in any form which is:
- (a) supplied by or on behalf of us in connection with any Contract of which these Conditions form part (the '**Input Data**'); or
 - (b) generated, placed, stored, processed, retrieved, printed, accessed or produced utilising the Input Data or the Goods.
- 40.18 **Date of Practical Completion** means the date by which the Works are to be completed by you, as may be described as 'Deliver On or Before' in the Purchase Order, but which does not occur until certified by us in a certificate of practical completion.
- 40.19 **Defect** means that the Services or Works:
- (a) do not conform to the Specifications;
 - (b) contain or have significant errors or malfunction;
 - (c) are not fit for the purpose made known by us or are not of high or merchantable quality;
 - (d) do not conform with a model, sample, or test item provided by you; or
 - (e) otherwise do not reasonably comply with the requirements of the Purchase Order or these Conditions.
- 40.20 **Defects Liability Period** means the period of twelve (12) months after the Date of Practical Completion unless a longer period is agreed in writing by the parties.
- 40.21 **Employee Benefits and Obligations** means:
- (a) all remuneration, annual leave, sick leave, long service leave, redundancy payments, extra payments for overtime or public holidays and any similar benefits payable to, or in respect of you or your Personnel; and
 - (b) all accident or workers' compensation payments and premiums, payroll tax, pay as you go tax and related income tax deductions, superannuation contributions or other similar payments or contributions payable to, or in respect of you or your Personnel.
- 40.22 **Goods** means the goods or Contract Materials forming Works to be supplied by you, as described in our Purchase Order.
- 40.23 **GST Act** means *A New Tax Systems (Goods and Services Tax) Act 1999* (Cth), as amended.
- 40.24 **Intellectual Property** means all industrial and intellectual property rights throughout the world, whether present or future, and whether protectable by statute, at common law or in equity, including rights in relation to copyright, trade secrets, know how, trade marks (whether registered or unregistered or whether in word or logo/device form), designs, patents and patentable inventions, including the right to apply for registration of any such rights.
- 40.25 **Key Performance Indicators** means the criteria set out by us in our Purchase Order (or in any other document provided in

conjunction with our Purchase Order at or before the time of Contract formation) to monitor your performance under the Contract.

- 40.26 **Moral Rights** has the meaning given to this term in the Copyright Act, as amended, and includes any other rights of an analogous nature which may now exist or which may exist in the future under the law of a country other than Australia.
- 40.27 **Personnel** means the officers, employees, and agents engaged by each party (but does not include the other party) and, in the case of the Supplier, includes its subcontractors (and any employee of those subcontractors).
- 40.28 **PPS Act** means the *Personal Property Securities Act 2009* (Cth), as amended.
- 40.29 **Provisional Sum** means a sum for Works which may be directed by us, as described in the Specifications (if any).
- 40.30 **Purchase Order** means a written purchase order we issue to you for the supply of Goods, Services, or Works which accompanies or incorporates these Conditions and any deliverables, together with all documents accompanying the purchase order.
- 40.31 **Purchase Order Variation** means any change to, addition, or omission, in the scope, quality, or character of the Goods, Services, Works to be supplied by you (and includes any change to the Specifications or Supply Timeframe).
- 40.32 **Rates** means the monetary amount (whether charged on an hourly, daily, weekly or other time-related basis) payable to you for the provision of the Works, as may be specified as 'Item' or 'Amount' in the Purchase Order.
- 40.33 **Reference Date** means the twenty-fifth (25th) day of each month other than the month of December. For the month of December, the 'reference date' means the eighteenth (18th) day of December.
- 40.34 **Services** means the services to be provided by you, as described in our Purchase Order or as otherwise set out in the Supplier Onboarding Agreement.
- 40.35 **Site** means the location where the Services or Works are to be performed.
- 40.36 **Specifications** means any physical, data, safety, technical or material specifications, or other characteristics or requirements in relation to the Goods, Services, Works, or Contract Materials stated in our Customer Enquiry or Purchase Order (or in any other document provided in conjunction with our Purchase Order at or before the time of Contract formation).
- 40.37 **Supplier, you** means the person or other entity described in our Purchase Order.
- 40.38 **Supply Timeframe** means the timeframe in which you are required to supply the Goods or provide the Services (as the context requires) stated in our Customer Enquiry or Purchase Order.
- 40.39 **QA Documentation** means any and all quality assurance documentation required by us in relation to the Goods or Services, such as certificates or approvals.
- 40.40 **QA System** means a quality assurance or quality management system to ensure the Goods are compliant under all relevant Australian and International standards, including but not limited to, quality assurance systems developed and implemented under ISO 9001:2015 standard and its successors.
- 40.41 **Quotation** means a quotation, proposal, or similar document you issue in response to our Customer Enquiry (and the Specifications and any Supply Timeframe detailed therein) which sets out the net price or rates payable for the Goods or Services.
- 40.42 **Variation Request** means a written request we issue to you which describes the Purchase Order Variation we require.
- 40.43 **Copyright Works** includes all photographs, videos, literary, dramatic, musical, and artistic work within the meaning of the Copyright Act.

41 Interpretation

In these Conditions, unless the context otherwise requires:

- 41.1 A time is a reference to the time zone of Brisbane, Australia unless otherwise specified.
- 41.2 \$, dollar, or AUD is a reference to the lawful currency of Australia.
- 41.3 A party includes a reference to that person's executors, administrators, successors, substitutes (including a person who becomes a party by novation), assigns, and in the case of a trustee, includes any substituted or additional trustee.
- 41.4 A right includes a benefit, remedy, authority, discretion, or power.
- 41.5 The singular includes the plural and vice versa, and a gender includes other genders.
- 41.6 "In writing" or "written" means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- 41.7 If a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning.
- 41.8 Words such as "includes", "including", and "for example" are not words of limitation and are to be construed as though followed by the words "without limitation".
- 41.9 A term of an agreement in favour of two or more persons is for the benefit of them jointly and each of them separately.

42 Works

- 42.1 The following clauses 43 to 48 apply where you engage us to perform Works. For the removal of doubt, if there is any conflict or inconsistency between any of the following clauses and the any other clause in these Conditions, it is agreed that the following clauses pertaining to Works take precedence.

43 Term of Contract

- 43.1 The Contract begins at 9:00 am on the Commencement Date and continues until 4:00 pm on the Completion Date, unless extended in accordance with clause 43.2 or terminated earlier in accordance with these Conditions.
- 43.2 The parties may agree to extend the Date of Practical Completion by agreement in writing.

44 Provision of Works

- 44.1 You must provide the Works in accordance with the Contract and any reasonable directions given by us from time to time (provided such directions do constitute a Purchase Order Variation, variation to the Conditions, or scope of Works to be provided).
- 44.2 Unless otherwise agreed in writing, you must:
- complete the Works by 4:00pm on the Date of Practical Completion and any other milestone date(s) for delivery of the Works described in the Specifications;
 - promptly notify us as soon as you become aware of any delay or possible delay in the supply of the Works in accordance with the Contract;
 - provide fit for purpose Works in a timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of Works that are similar to the Works; and
 - use appropriately skilled and qualified Personnel to provide the Works.
- 44.3 After performance of the Works or delivery of any deliverable provided as part of the Works, we will undertake such reviews as are reasonably necessary to determine whether the Works or deliverables are fit for purpose and comply with the Contract.
- 44.4 After reviewing the Works or deliverables, we may notify you in writing:
- of our acceptance of the Works or deliverables if it is satisfied that the Works or deliverable are fit for purpose and comply with the Contract; or
 - if the Works or deliverable are not fit for purpose or do not comply with the Contract, in which case clause 44.5 will apply.
- 44.5 If we notify you that the Works or deliverable are not fit for purpose or do not comply with the Contract, you must promptly rectify the relevant default or Defect following which we will undertake a further review of the Works or deliverables under clause 44.3. This process will continue until, in our reasonable discretion, we:
- waive in writing, the requirement for the Works or deliverables to comply with the Contract;
 - are satisfied that the Works or deliverables comply with the Contract and accept the Works or deliverables in accordance with clause 44.4(a);
 - conditionally accepts the Works or deliverables, subject to you agreeing to rectify the non-compliance within a reasonable timeframe and on such terms as we reasonably specify; or
 - subject to us having provided you with at least two (2) opportunities to rectify the non-compliance under clause 44.4(b), terminate the Contract by written notice to you.

- 44.6 As a prerequisite to achieving practical completion, you shall complete the Works to our satisfaction and assign to us (where this is permissible under the relevant warranty) the benefit of any relevant manufacturer warranty in relation to the Works.
- 44.7 You acknowledge and agree:
- (a) to use good industry practice to cooperate and coordinate work with, all persons performing work at the Site to avoid disruption or delay to the Works, and work performed by other persons at the Site; and
 - (b) you shall not be entitled to any variation or extension of time arising out of, or in connection with any failure to cooperate, or coordinate in relation to work at the Site.
- 44.8 You shall allow us and our Personnel reasonable access to and through the Site.

45 Failure to perform

- 45.1 If you fail to perform any Works or deliver any deliverables in accordance with the Contract, we:
- (a) will not be required to pay for those Works or deliverables until they are provided in accordance with the Contract; and
 - (b) may issue a written notice to you requiring you to remedy any Defect or default, or re-perform the Works or deliverables within the time specified by us (which time must be reasonable having regard to the nature of the relevant Works or deliverables).
 - (c) If:
 - (i) the Defect or default referred to in clause 45.1 is incapable of being reasonably remedied or re-performed; or
 - (ii) you fail to remedy the Defect or default, or re-perform the non-compliant Works or deliverables within the time specified in the notice issued under clause 45.1(b),
 we may either have the Works or deliverables remedied or re-performed by a third party, or do so ourselves.
- 45.2 Where we or a third a party have remedied the Defective or defaulting Works under clause 45.1(c), you must pay our reasonable costs. This clause 45.2 is without prejudice to any other rights or remedies we may have accrued or arising under these Conditions, or at law.
- 45.3 If, during the Defects Liability Period, any of the Works are found to have a Defect, you must carry out rectification work and re-test all rectified Works as reasonably directed by us and at the times and in a manner so as not to unreasonably inconvenience us or any other persons performing work at the Site.
- 45.4 If you fail to complete the rectification work as directed clause 45.3:
- (a) we may have the rectification work carried out by a third party or ourselves; and
 - (b) you will be liable for the costs incurred for the rectification work (that we may, acting reasonably, be appropriated or subtracted from the balance of any sums due and owing to you for the Works).
- 45.5 Clause 45.4 is without prejudice to any other rights or remedies we may have accrued or arising under these Conditions, or at law.

46 Price for the Works

- 46.1 Unless otherwise agreed in writing, the Rates and Contract Sum (including any Provisional Sums) payable for the Works are fixed, and inclusive of all taxes (excluding GST), for the duration of the Contract.
- 46.2 A Provisional Sum shall not of itself be payable by us but where pursuant to a direction the work or item to which the Provisional Sum relates is carried out or supplied by you, the work or item shall be priced by us in our reasonable discretion, and the difference may be added to or deducted from the Contract Sum.
- 46.3 Unless otherwise agreed in writing, you may not charge us for any additional fee or charge.

47 Invoicing and payment

- 47.1 You acknowledge and agree to submit an invoice to us:
- (a) (where the Works are completed within a period of less than (1) month): on the Date of Practical Completion; or alternatively
 - (b) you may submit a written claim for payment to us on or after the Reference Date.

- 47.2 Any payment claims submitted prior to the Reference Date each month will be deemed to have been submitted on the Reference Date for that month.
- 47.3 Within ten (10) Business Days of our receipt of a payment claim, we will assess the payment claim and issue a payment schedule identifying the amount to be paid. If the amount to be paid under the payment schedule is different to the amount claimed by the you, we will set out the particulars for the difference including any reason for withholding payment.

48 Dispute Resolution

- 48.1 If any dispute arises under or in connection with a Contract (the 'Dispute'), either party may at any time give written notice to the other party (the 'Dispute Notice') requesting that a meeting take place to seek to resolve the Dispute in good faith.
- 48.2 Insofar as is reasonably possible, the parties must continue to perform their respective obligations under the Contract during any Dispute.
- 48.3 Nothing in this clause 48 precludes or otherwise prohibits a party during a Dispute to make an application or commence proceedings for urgent interlocutory, injunctive, or declaratory relief in a competent court.