1. Supply of Goods and/or Services

(a) This agreement between the Supplier and the Buyer consists of the Purchase Order and any agreed Work Orders issued under it (**Agreement**).

(b) In consideration of payment of the Price by the Buyer, the Supplier must supply to the Buyer the Goods and/or perform the Services in accordance with this Agreement.

(c) Following issue of a Purchase Order, the Buyer may issue Work Orders from time to time to the Supplier for Goods and/or Services under the Purchase Order up to the total Price set out in the Purchase Order.

(d) The Supplier must, in supplying the Goods or performing the Services:

(1) not interfere with the Buyer's activities or the activities of any other person at the Delivery Address;

(2) ensure that the Supplier's Associates entering the Delivery Address perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:

(A) safe working practices;

(B) safety and care of property; and

(C) continuity of work;

(3) provide all such information and assistance as the Buyer reasonably requires in connection with any statutory or HSEC investigation in connection with the supply of the Goods or the performance of the Services;

(4) on request by the Buyer, provide to the Buyer and its employees, agents and consultants any information and assistance required to identify, evaluate, implement and report on any matter required by law, including:

(A) producing written reports;

(B) recommending efficiency opportunities;

(C) collecting data; and

(D) monitoring or metering,

in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under this Agreement.

(e) All provisions of the Port Standards and Procedures apply to the Supplier in respect of the supply of Goods and/or Services being made pursuant to this Agreement as though fully set out in this Agreement and the Supplier must ensure that it and its Associates comply with the Port Standards and Procedures (which augment the Buyer's rights and powers in this Agreement) in respect of the supply of Goods and/or Services being made pursuant to this Agreement and the Supplier's use of and access to the Port generally. To the extent of any inconsistency between anything in this Agreement and the Port Standards and Procedures, this Agreement will always prevail and override the Port Standards and Procedures.

2. Work Orders

(a) The Buyer must include the following details in every Work Order:

(1) a description of the specific Goods to be supplied and/or the Services required to be provided;

(2) the commencement date and the duration for which the Services (if any) are required; and

(3) any other specific requirements of the Buyer in relation to the Goods and/or Services.

(b) The Supplier must be available to provide the Goods or perform the Services following the issue of a Work Order pursuant to this Purchase Order, provided that the Goods and/or Services specified in such Work Orders are of a character that is not inconsistent with this Purchase Order. Upon the issue of a Work Order, it supplements and forms part of this Agreement.

3. Delivery of Goods

(a) The Supplier must deliver the Goods to the Delivery Address by the Delivery Date.

(b) Subject to clause 3(c), if the Supplier does not deliver the Goods by the Delivery Date, the Buyer is not required to accept or take possession of the Goods and is not required or obliged to pay the Price for the Goods, provided that the Buyer has first provided the Supplier with written notice of such default and given the Supplier a reasonable period to remedy such non-delivery.

(c) Notwithstanding clause 3(b), the Buyer may, at its sole discretion:

i. accept the Goods; or

ii. change the Delivery Date to a later date.

(d) The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.

(e) All costs associated with the loading and unloading of the Goods will be the sole responsibility of the Supplier.

4. Performance of Services

The Supplier must perform the Services by the Delivery Date.

5. Title and risk

(a) Title in the Goods passes free of Encumbrances to the Buyer upon payment of the Price.

(b) Risk in the Goods passes to the Buyer when the Goods are delivered to the Delivery Address and accepted.

6. Price

(a) The Buyer must pay the Supplier the Price for the Goods and/or Services in accordance with the Purchase Order Form and Work Order(s).

(b) The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the Goods and the cost of any items used or supplied in the performance of the Services.

(c) The Buyer must pay the Price within 30 days of receipt of a valid tax invoice (**Invoice**) that complies with the requirements of clause 6(d).

(d) An Invoice must include:

(1) a reference to this Purchase Order including the line item numbers on the Purchase Order and the Purchase Order number;

(2) a true and complete copy of the relevant Work Order(s) issued by the Buyer;

(3) a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services in respect of which the Invoice relates and the relevant quantity;

(4) an individual reference number for the Buyer to quote with remittance of payment;

(5) the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order;
(6) the amount of any applicable GST; and
(7) the Supplier's contact name and bank account details.

(e) If the Buyer requests, the Supplier must provide the Buyer with all relevant records to calculate and verify the amount set out in any Invoice.

(f) The Buyer may reduce any payment due and payable to the Supplier under this Agreement by any amount due and payable from the Supplier to the Buyer, including costs, charges, damages and expenses and any debts owed by the Supplier to the Buyer. This does not limit the Buyer's right to recover those amounts in other ways.

(g) Without limiting any other right of remedy, the Buyer may withhold payment of any part of an Invoice that it genuinely disputes until that dispute is resolved and is not obliged to pay any amount attributable to Goods or Services (or any part of them) that are Defective or to the extent or that are subject to any other genuine claims by the Buyer.

7. Intellectual property rights

(a) Unless specifically stated in documents referenced in this Agreement, the title to all intellectual property rights in or in relation to any Purchase Order Materials shall upon creation vest in the Buyer.

(b) The Supplier:
(1) acknowledges that it has no rights, title or interest in; and
(2) hereby assigns all rights, title and interest in and to any intellectual property rights in any Purchase Order Material using,

any Buyer Data provided to it in connection with this Agreement.

(c) The Supplier must ensure that the Purchase Order Materials and any Buyer Data are used, copied, supplied or reproduced only for the purposes of the Purchase Order.

(d) The Supplier warrants that:
(1) the use of the Goods and/or Services; and
(2) the use, adaptation, modification or copying of the Purchase Order Materials, and any Buyer Data provided by the Supplier, in a manner consistent with their intended purpose,

will not infringe any patent, registered design, copyright, trade mark or other intellectual property right.

8. Warranties

The Supplier warrants that:

(a) the Goods and/or Services match the description referred to in the Agreement and satisfy the relevant Australian Standards for quality control;

(b) the Goods and/or Services comply with all laws, legislation, mandatory regulations and codes and any other standards specifically set out in this Agreement;

(c) if the Supplier gave the Buyer a sample of the Goods or a demonstration of the Services, the Goods and/or Services are of the same nature and quality as the sample or demonstration given;

(d) the Goods and/or Services are fit for the purpose which the Buyer intends to use them:
(1) as communicated to the Supplier;
(2) or, if not communicated by the Buyer, that would reasonably be inferred from this Agreement,
and, in addition, for their intended purpose; and

(e) the Goods are of merchantable quality and, unless otherwise specified in the Agreement, are new.

9. Warranty period

(a) If, during the Warranty Period, any of the Goods or Services are found to be Defective, the Buyer may deliver a written notice to the Supplier (**Defect Notice**).

(b) Without affecting any other right or remedy of the Buyer, on receipt of a Defect Notice, the Supplier must within the timeframes the Buyer (acting reasonably) specifies:
(1) repair or replace the Defective Goods at the Supplier's cost;
(2) re-perform or make good the Defective Services at the Supplier's cost; or
(3) reimburse the Buyer for any reasonable expenses incurred in repairing, re-performing or making good (as the case may be) any Defective Goods or Services,

as requested to do so by the Buyer in the Defect Notice.

10. Insurances

(a) At all times, the Supplier must, at its own expense, obtain and maintain in connection with this Agreement the following insurances:
(1) workers' compensation insurance in an amount no less than $50,000,000 arising from any one event covering all claims and liabilities under any statute and at common law for the death or injury of any person employed by the Supplier;
(2) public liability insurance for a sum of no less than $20,000,000 for any one occurrence to cover the liability of the Supplier for loss of or damage to and loss of use of any property and personal injury, death or illness to any person (other than liability required under workers' compensation law) arising out of or in connection with the provision of Goods or Services pursuant to this Agreement;
(3) where the performance of this Agreement requires the Supplier to provide a motor vehicle, motor vehicle third party liability insurance in an amount no less than $30,000,000 for any one occurrence or accident covering legal liability for property loss or damage and bodily injury to or death of persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with this Agreement;
(4) where the Supplier is performing professional services or providing any designs, professional indemnity insurance in an amount not less than $5,000,000 for any one claim and $10,000,000 for all claims in the aggregate during any one 12 month period of insurance; and
(5) any other policy of insurance required by law or specified in the Purchase Order Form or in any Work Order issued under this Agreement.

(b) A certificate stating the currency of insurance shall be provided to the Buyer upon issue of these Purchase

Order Terms and Conditions, upon the renewal of the Supplier's insurance, and upon request.

11. Indemnity

(a) The Supplier must indemnify, and keep indemnified, the Buyer against any loss, damage, claim, action or expense (excluding Consequential Loss) which the Buyer may suffer as a direct result of any of the following:

(1) the personal injury or death of any person to the extent caused by the Supplier or any of the Supplier's Associates;

(2) damage to or loss of property to the extent caused by the Supplier or the Supplier's Associates;

(3) pollution and contamination to the extent caused by the Supplier or the Supplier's Associates;

(4) a breach of clause 7(d);

(5) a breach of clauses 12, 13 or 14;

(6) any warranty given by the Supplier in this Agreement being incorrect or misleading in any way;

(7) any statutory penalty imposed on the Buyer because of the Supplier's breach of this Agreement; and

(8) any negligent act or failure to act by the Supplier or any of the Supplier's employees, agents, officers or contractors.

(b) The Buyer must indemnify, and keep indemnified, the Supplier against any loss, damage, claim, action or expense (excluding Consequential Loss) which the Supplier may suffer as a direct result of any of the following:

(1) the personal injury or death of any person to the extent caused by the Buyer or any of its employees; and

(2) damage to or loss of property to the extent caused by the Buyer or the Buyer's Associates.

(c) If an indemnity payment is to be made by a party (**Indemnifying Party**), the Indemnifying Party must also pay the other party (**Indemnified Party**) an additional amount equal to any tax which is payable in respect of that indemnity payment.

(d) If, pursuant to this Agreement, the Indemnifying Party is liable to indemnify the Indemnified Party, the Indemnified Party must use reasonable endeavours to mitigate the amount the Indemnifying Party is required to indemnify.

(e) Nothing in this Agreement diminishes Southern Ports' rights, powers, defences, immunities, indemnities or limitations of liability under the *Port Authorities Act 1999* (WA).

12. Data security

The Supplier:

(a) must put in place and maintain all reasonable measures, in accordance with all laws and good industry practice, to secure and protect the Supplier Systems and all Buyer Data that it holds or has access to in connection with this Agreement against loss and unauthorised access, use, modification or disclosure.

(b) must not transfer, store, access or process any Buyer Data outside of Australia (including by way of a cloud storage arrangement) unless the Buyer has given its express prior written consent to the transfer;

(c) must not use, modify or disclose the Buyer Data for any purposes other than fulfilling its obligations under this Agreement;

(d) must ensure that any person to whom the Supplier provides access to the Buyer Data is made aware of, and complies with, the Supplier's obligations under this clause 12;

(e) must, if the Supplier becomes aware of a breach or potential breach of the security of any Buyer Data or the Supplier Systems (including any actual or suspected cybersecurity incident that compromises or may compromise the confidentiality, integrity or availability of the Buyer Data, systems or services, or involves any unauthorised access to or disclosure of such data), immediately (and no later than 6 hours of such breach or potential breach) notify the Buyer in writing and:

(1) provide a description of the breach or potential breach, including (to the extent known at the time) the date and time it occurred or was discovered

(2) identify the cause and scope of such breach or potential breach, including the nature and extent of any impact and the data or systems affected;

(3) do all things within its power to remedy any breach and its consequences, including taking immediate steps to contain, mitigate and remediate the breach;

(4) exercise reasonable endeavours to ensure that any potential breach does not become an actual breach;

(5) co-operate with all reasonable instructions of the Buyer in relation to such breach or potential breach, including in investigating and responding to the incident;

(6) assist in identifying compromised Buyer Data or parts of the Buyer systems;

(7) certify to the Buyer that the Supplier has taken all reasonable action to prevent any recurrence of such breach or potential breach; and

(8) provide ongoing updates to the Buyer as further information becomes available;

(f) without limiting anything else in this Agreement, upon demand by the Buyer following the delivery of any package of Goods or Services under a Work Order, or once this Agreement terminates for any reason, must:

(1) promptly transfer any Buyer Data in its (or any of its subcontractors') possession, custody or control to the Buyer or its nominated third party; and

(2) following such transfer, subject to clause 12(g), destroy all Buyer Data the Supplier has received or held in connection with this Agreement;

(g) may retain copies of the Buyer Data, to the extent necessary to comply with any laws or internal corporate governance requirements or where it is not practicable to delete from backups kept as part of the Supplier's standard backup procedures; and

(h) agrees that any Buyer Data the Supplier retains will remain at all times subject to the terms of this Agreement applying to Buyer Data and Confidential Information and such provisions will survive any termination or expiry of this Agreement.

13. Confidentiality

Each party (**Receiving Party**) must:

(a) treat as confidential and keep confidential, all Confidential Information given to it by the other party (**Disclosing Party**); and

(b) not disclose Confidential Information other than: (i) to the extent required by law or the Buyer's relevant Minister; (ii) by the rules of any stock exchange; (iii) Confidential Information that is already in the public domain; or (iv) with the prior written consent of the Disclosing Party.

14. Privacy

The Supplier must, in relation to any Personal Information which it collects or has access to in connection with this Agreement:

(a) comply with the Privacy Laws (whether or not it is otherwise bound to do so);

(b) not do anything which would cause the Buyer to breach any Privacy Law if the Buyer were bound by that Privacy Law (but regardless of whether the Buyer is in fact bound by any Privacy Law);

(c) use the Personal Information only for the purposes of fulfilling its obligations under this Agreement; and

(d) comply with any reasonable direction of the Buyer which relates to the security, use or disclosure of the Personal Information or compliance with any Privacy Law.

15. GST

(a) Unless otherwise specified, all prices or other *consideration* referred to in this Purchase Order or any Work Order are inclusive of GST.

(b) The Buyer is not required to pay the GST component of the Price or other consideration until it has received a *tax invoice* from the Supplier in respect of the *taxable supply*.

(c) If an *adjustment event* occurs, the Supplier must issue an *adjustment note* and a payment must be made as between the parties to reflect the adjusted amount of the GST on the *taxable supply*.

(d) Italicised expressions used in this clause have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

16. Termination or suspension

(a) The Buyer may terminate this Purchase Order in whole or in part at any time without cause by giving written notice to the Supplier, provided that the Supplier can complete any current Work Order it has commenced, following which the Supplier must:

(1) cease the manufacture and/or supply of the Goods and all other work related to the supply of the Goods or the performance of the Services (as applicable), which have been terminated and not yet delivered or commenced; and

(2) not place any further orders or make any further commitment in relation to that part of the Goods and/or Services that have been terminated and not yet delivered or commenced.

(b) On termination, subject to any rights the Buyer may have of set off or deduction, the Buyer's only obligation is to pay the Supplier for Goods which have been delivered, and/or for Services which have been provided in accordance with this Agreement prior to the date of termination of the supply of such Goods and/or Services. Without limitation, the Buyer will not be liable for any Consequential Loss that the Supplier or any third party may suffer.

(c) The Buyer may suspend all or part of the supply of the Goods and/or the Services at any time for any period of time by giving written notice to the Supplier. The Supplier must comply with the notice and recommence supply when notified by the Buyer. The Supplier is not entitled to any additional payment as a result of such suspension unless such payments were necessarily incurred prior to suspension, are verifiable and were not able to be mitigated by the Supplier.

17. Dispute Resolution

(a) Any dispute which arises between the Buyer and the Supplier arising out of or in connection with this Agreement must be dealt with in accordance with this clause 17.

(b) Either party may refer a dispute for resolution, by serving a notice in writing to the other party. The notice must specify particulars of the dispute.

(c) If the parties are unable to resolve the dispute referred to in clause 17(b) within 30 business days from the receipt by one party of a notice from the other party, the dispute may (as an alternative to legal proceedings) be referred to mediation by either party in accordance with rules which the *Resolution Institute* publishes, from time to time, as the *Resolution Institute Mediation Rules* and any rules which may replace those rules.

18. PPSA

If this Agreement creates a security interest in favour of the Buyer for the purposes of the PPSA, the Supplier agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Buyer requests and reasonably considers necessary for the purposes of:

(a) ensuring that the security interest is enforceable, perfected and otherwise effective;

(b) enabling the Buyer to apply for any registration, complete any financing statement or give any notification, in connection with the security interest so that the Buyer has the priority reasonably required by it; or

(c) enabling the Buyer to exercise rights in connection with the security interest.

19. Assignment

None of the Suppliers rights, interests, benefits or obligations in this Agreement are capable of being assigned or otherwise transferred to an assignee without the prior written consent of the Buyer (which must not be unreasonably withheld and may be given, withheld or given subject to any conditions).

20. Special Provisions

All (if any) of the Special Provisions set out in or annexed to this Agreement must be deemed to be incorporated in this Agreement. To the extent that any Special Provisions are inconsistent with any provision in these Purchase Order Terms and Conditions, the Special Provisions must prevail to the extent of the inconsistency.

21. General

(a) This Agreement contains the entire understanding between the parties as to the subject matter of this Agreement and:
   (1) all previous negotiations, understandings, representations, warranties, documents or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no further effect;
   (2) no party is liable to any other party in respect of those matters; and
   (3) any terms and conditions of the Supplier (whether or not provided to the Buyer) do not apply to this Agreement.

(b) No alteration can be made to this Agreement without the written agreement of both parties.

(c) Clauses of this Agreement which deal with warranties, indemnities, intellectual property rights, privacy, data security, confidentiality and consequences of termination survive the termination or expiry of this Agreement.

(d) The Supplier is responsible for the acts and omissions of its suppliers and related bodies corporate (as that term is defined in the *Corporation Act 2001* (Cth)) as if they were acts or omissions of the Supplier.

(e) The laws of the State of Western Australia apply to this Agreement and the courts of the State of Western Australia will determine any dispute in relation to this Agreement.

(f) Without limitation to any other provision of this Agreement, where the Supplier is undertaking relevant construction works under or as part of this Agreement, the Supplier is subject to the *Western Australian Building and Construction Industry Training Fund and Levy Collection Act 1990* including, without limitation, the obligation for the Supplier to comply with payment to the "Construction Training Fund" of the "Building and Construction Industry Training Fund Levy". This payment (if relevant) is to be made by the Supplier prior to any construction works commencing under this Agreement.

22. Interpretation

In these Purchase Order Terms and Conditions:

(a) headings are for convenience only and do not affect interpretation;

(b) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(d) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(e) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(g) a person, body or authority which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person, body or authority in its place, is taken to refer to the person, body or authority established or constituted in its place or by which its functions have become exercisable;

(h) **includes** in any form is not a word of limitation; and

(i) a reference to **$** or **dollar** is to Australian currency.

23. Definitions

The following terms have the following meanings:

Agreement has the meaning given in clause 1(a).

Associates means:

(a) in the case of the Supplier, all of the Supplier's Personnel and all officers, agents, visitors, invitees, customers, clients, consultants and sub-licensees of the Supplier; and

(b) in the case of the Buyer, all officers and employees of the Buyer.

Buyer means Southern Ports Authority.

Buyer Data means any information relating to the Buyer's business, including its operations, facilities, stakeholders, customers, employees, assets, products, sales and transactions, in whatever form the information exists.

Confidential Information means:

(a) the terms and conditions of the content of the Purchase Order Form and each Work Order;

(b) all information exchanged between the parties in connection with this Agreement including the Buyer Data;

(c) information that is by its very nature confidential; or

(d) information that the Receiving Party knows or ought to know is confidential,

but does not include information:

(e) that is or becomes public knowledge other than by breach of this Agreement;

(f) that is in the possession of a party without restriction in relation to disclosure before the date of receipt; or

(g) that has been independently developed or acquired by the Receiving Party.

Consequential Loss means any kind of incidental, indirect, consequential or remote loss or damage, including:

(a) loss of revenue or production;

(b) loss of profits;

(c) loss of opportunity to make profits;

(d) loss of business or business reputation;

(e) loss of business opportunity;

(f) loss of use or amenity, or loss of anticipated savings; and

(g) special, exemplary or punitive damages,

including any of the above types of loss arising from an interruption to a business or activity.

Defective means damaged, deficient, faulty, inadequate or incomplete or not compliant with the terms of this Agreement.

Delivery Address means the "Deliver To" address indicated on the Purchase Order Form or a Work Order.

Delivery Date means the "Required By" date on the Purchaser Order Form or on any Work Order.

Encumbrance means any:

(a) security interest or other form of security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention arrangement; and
(b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off.

Goods means the products, chattels, plant, equipment, machinery, stores, associated services and/or the like the subject of this Agreement.

HSEC means health, safety, environment and community.

Invoice has the meaning given to it in clause 6(c).

Personal Information means information or an opinion, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not, that relates to an individual, whether living or dead, whose identity is apparent or can reasonably be ascertained from the information or opinion.

Port means any or all of Southern Ports Authority's Albany Port, Bunbury Port and Esperance Port, being the Port(s) relevant to the Goods and/or Services being delivered pursuant to this Purchase Order.

Port Standards and Procedures means all "Port Contractor Handbooks", obligations, standards, notices, rules, powers, practices and procedures relating to health, safety, welfare, emergencies, environmental protection, security, operations, traffic and other related matters concerning the Port (or where this Agreement applies to more than one Port, the relevant Port) or any surrounding areas that are adopted by the Buyer and published as the Port Standards and Procedures for the Port on the Southern Ports' Website from time to time and available on request.

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

Price means the price set out in the Purchase Order Form or any Work Order issued under this Agreement.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Privacy and Responsible Information Sharing Act 2024* (WA) and any other applicable Commonwealth or State law or guidelines in relation to privacy or the handling of Personal Information.

Purchase Order means the Purchase Order Form, these Purchase Order Terms and Conditions, any Work Order, and any other documents specified in the Purchase Order Form.

Purchase Order Form means the purchase order form to which these Purchase Order Terms and Conditions are appended.

Purchase Order Materials means all data, plans, drawings, software, specifications, procedures, reports, documents and other information prepared by the Supplier for the purposes of this Purchase Order and which have been provided to the Buyer.

Purchase Order Terms and Conditions means this document.

Receiving Party has the meaning given in clause 13.

Services means all of the services to be supplied by the Supplier to the Buyer pursuant to this Agreement (including the services, if any, described or referred to in any Work Order or Purchase Order Form).

Southern Ports' Website means www.southernports.com.au or such other website as may be published by the Buyer from time to time.

Special Provisions means any terms and conditions (if any) whether (i) annexed to these Purchase Order Terms and Conditions; and/or (ii) set out in the Purchase Order Form and/or a Work Order, which are incorporated into and form part of this Agreement pursuant to clause 20.

Supplier means the person, firm or corporation to whom the Purchase Order is addressed.

Supplier's Personnel means all employees, contractors and subcontractors employed or engaged by the Supplier in the supply of the Goods or the performance of the Services.

Supplier Systems means any hardware, software or systems accessed, used or operated by the Supplier or the Supplier's Personnel in performing the Services.

Warranty Period means in respect of each individual Work Order issued under this Agreement, the period of 12 months commencing on the final date on which Goods are supplied and/or Services are performed.

Work Order means any written order given by the Buyer to the Supplier for some or all of the Goods and/or Services specified in the Agreement.