

## 1. TERMS AND CONDITIONS

The Supplier agrees to supply the Goods and/or Services to Urban Cranes on these terms and conditions.

### 1. Definitions:

“URBAN CRANES” is URBAN CRANES Pty Ltd ABN 35 167 222 371, its subsidiaries and permitted assigns.

“URBAN CRANES Personnel” means the person or persons employed or engaged by URBAN CRANES to drive, operate, use Urban Cranes Supply of Goods and Services Contract

“Applicable Anti-corruption laws” means any anti-corruption laws that are applicable to either Urban Cranes, the Supplier or this Contract, including without prejudice to the generality of the foregoing, the Australian Criminal Code 1995 (Cth);

“Authority” means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body, in each case with jurisdiction;

“Conflict of Interest” means a conflict of interest between Urban Cranes or its directors, officers, employees, agents and subcontractors, and the Supplier or its directors, officers, employees, agents and subcontractors, whether that conflict of interest is perceived or actual;

“Contract” means these terms and conditions, the RFQ, RFP, RFT and the Purchase Order;

“Goods” means the goods specified in the Purchase Order;

“Government Official” means any:

- a. individual who is employed by or acting on behalf of an Authority, government, government-controlled entity, wholly or partially-owned government entity, or public international organisation;
- b. political party, party official or candidate;
- c. individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
- d. individual who holds themselves out to be the authorised intermediary of any person specified in paragraphs a, b or c above.

“Intellectual Property Rights” means letters patent, a pending patent, trademarks, copyright, design, electrical layout rights, confidential information or similar protection whether granted by the Commonwealth of Australia or any foreign state or the common law;

“Modern Slavery Act” has the meaning given in clause 20.a;

“Personal Data” means any information relating to an identified or identifiable natural person;

“Price” means the amount specified for the Goods and/or Services specified in the Purchase Order;

“Process, Processing or Processed” means any operation or set of operations performed on Personal Data including collection, recording, use, disclosure, transfer, access, storage, hosting, alteration, erasure or destruction;

“Purchase Order” means the document issued by Urban Cranes or any of its subsidiaries to the Supplier to order the Goods and/or Services;

“RFQ”, “RFP” or “RFT” means the request for quotation, proposal or tender issued by Urban Cranes relating to the Goods and/or Services;

“Sanction” means any economic or financial sanction, trade embargo or similar measures imposed, enacted, administered or enforced from time to time by a Sanctions Authority;

“Sanctioned Country” means any country or territory which is the target of country-wide or territory-wide Sanctions, which as at the date of the Contract, comprise: Belarus, Crimea, Cuba, Iran, Libya, Myanmar, North Korea, Russia, South Sudan, Sudan, Syria, Ukraine, and Venezuela;

“Sanction Person” means any person or entity which is:

# SUPPLIER TERMS AND CONDITIONS

- a. listed on, or is owned or controlled directly or indirectly (as such terms are used in the Sanction or in any guidance in relation to the Sanction) by a person or entity listed on, a Sanctions List;
- b. located in, incorporated under the law of, or acting on behalf of a person located in or organised under the laws of a Sanctioned Country; or
- c. otherwise a target of a Sanction;

“Sanctions Authority” means each of the following:

- a. the United States of America;
- b. the United Nations;
- c. the European Union and any present or future member state thereof;
- d. the United Kingdom;
- e. Australia; and
- f. the respective governmental and official institutions or agencies of any of the foregoing including the Office of Foreign Assets Control (OFAC) by the United States’ Department of the Treasury, the United States’ Department of State, the Security Council of the United Nations, Her Majesty’s Treasury by the Government of the United Kingdom, the Ministry for the Economy and Finance (Directorate-General of the Treasury) of France and the Australian Sanctions Office by Australia’s Department of Foreign Affairs and Trade;

“Sanctions List” means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) held, issued or maintained by any Sanctions Authority, each as amended, supplemented or substituted from time to time;

“Services” means the services specified in the Purchase Order;

“Supplier” means the supplier of Goods and/or Services to Urban Cranes as described on the Purchase Order;

2. Delivery: The Goods will be delivered and the Services performed by the Supplier by such date as specified in the Purchase Order or such other date as may be agreed by the parties in writing. The Time for delivery of the Goods and performance of the Services is of the essence.

3. Delay in Delivery: Without limiting clause 2 if the Supplier is delayed or becomes aware of the likelihood of delay in its delivery of any Goods or performance of any Services, the Supplier will as soon as possible after becoming aware of those circumstances notify Urban Cranes in writing and provide full details of the circumstances. Urban Cranes may then at its absolute discretion:

- a. acquire alternative supplies of the Goods and/or performance of the Services from sources other than the Supplier to make good the shortfalls in deliveries or lack of performance and, if it does so, then the Supplier will be liable for any price difference and any transport costs incurred by Urban Cranes acting reasonably in respect of such alternative supplies or performance; or
- b. extend the time for delivery of those Goods and/or performance of the Services at no additional expense without limitation to Urban Cranes rights arising from the delay.

4. Delivery Requirements: At the time of delivery of the Goods, the Supplier must provide to Urban Cranes a packing slip, a consignment note plus relevant or requested information relating to Urban Cranes use of the Goods, including safety information, warranty information and information that by law must accompany the Goods. Adequate and safe packaging of Goods is the responsibility of the Supplier. Goods must be packed in a form consistent with best industry practices and all applicable laws and safety requirements including, if applicable, the Australian Code for the Transport of Dangerous Goods by Road and Rail. Palletised Goods are to be securely strapped when delivered.

5. Risk and Title: Subject to clause 6, title to and property in the Goods immediately passes to Urban Cranes upon payment of the Price or delivery, whichever is the earlier to occur. The Goods must be marked and identified by the Supplier as the property of Urban Cranes. Risk in the Goods remains with the Supplier until delivery. Risk and title in respect of any plant or equipment which the Supplier utilises in the performance of Services remains with the Supplier unless otherwise specified in the Purchase Order.

6. Inspection of Goods: All Goods will be accepted by Urban Cranes subject to inspection by Urban Cranes either within a reasonable time after delivery or before delivery (at Urban Cranes discretion) and Urban Cranes being satisfied with the Goods. Signed delivery documents will not mean acceptance by Urban Cranes of the Goods delivered but only of the number of packages or cartons delivered.

7. Defects or Damage: Urban Cranes will notify the Supplier of any defects in or damage to the Goods and hold any Goods found to be defective or damaged for the Supplier’s instructions and at the Supplier’s risk for a period not exceeding 30 days. If the Supplier’s instructions are not received by Urban Cranes within such period, Urban Cranes may return the Goods to

# SUPPLIER TERMS AND CONDITIONS

the Supplier at the Supplier's expense and risk and any expense incurred by Urban Cranes will be payable by the Supplier and will constitute a debt due and payable to Urban Cranes and which may be set off by Urban Cranes against any moneys otherwise due by Urban Cranes to the Supplier. Damage to Supplier's plant and equipment used to perform the Services shall be Supplier's liability.

8. Price: Urban Cranes agrees to pay the Price for the Goods and/or Services which will be inclusive of any GST, and delivery, packaging, transport, taxes and all other costs and expenses unless otherwise stated in the Purchase Order. Liability for payment of the Price by Urban Cranes is subject to receipt of the Goods and/or satisfactory completion of the Services in accordance with this Contract.

9. Invoicing: The Supplier must provide Urban Cranes with a valid "Tax Invoice" as specified by The New Tax System (Goods and Services) Act (1999) (Cth) under Division 29. The invoice must be clearly marked with the Purchase Order number.

10. Payment: Payment will be made 45 days from the end of the month in which a valid "Tax Invoice" is issued.

11. Taxes: The Supplier is and remains liable for payment of any taxes due and payable by the Supplier. If any Tax is imposed, the Supplier must pay the full amount to the relevant authority and indemnifies Urban Cranes against any failure to do so. If any exemptions, reductions, allowances, credits, rebates, adjustments or other privileges in relation to taxes may be available directly or indirectly to the Supplier or Urban Cranes, the Supplier will adjust any payments due to reflect any such savings or refunds (including interest awarded) to the maximum allowable extent and assist Urban Cranes in obtaining any such benefits. If under this Contract Urban Cranes is required to pay or reimburse the Supplier in respect of an acquisition from a third party for which the Supplier is entitled to claim an input tax credit, the amount required to be paid or reimbursed by Urban Cranes will be the GST- exclusive value of the acquisition. If the recovery from Urban Cranes is a taxable supply Urban Cranes will gross up the payment to include in addition to the GST-exclusive value of the acquisition, any GST payable in respect of that supply providing the Supplier renders a tax invoice in respect of that supply.

12. Warranties: The Supplier represents and warrants to Urban Cranes that:

- a. it has the right to sell the Goods to Urban Cranes on the terms of this Contract and, subject to clause 6, upon payment of the Price or delivery, whichever is the earlier to occur, Urban Cranes will have good title to the Goods, free and clear of all interests including security interests;
- b. Workmanship and materials used by the Supplier and Goods and Services supplied to Urban Cranes will correspond in all respects with specifications set out in this Contract (including the Purchase Order), and any samples provided by or to Urban Cranes, or representations made to Urban Cranes by the Supplier.
- c. Urban Cranes will have the full benefit of any manufacturer's warranties that may be applicable to the Goods or any part of the Goods and the Supplier will indemnify Urban Cranes to the extent the manufacturers warranties are inadequate. The Supplier will do all things and sign all documents required to transfer the benefit of the manufacturer's warranties to Urban Cranes;
- d. the Goods will be of merchantable quality;
- e. the Goods and/or Services will be fit for any particular purpose which Urban Cranes has made known (whether expressly or by implication) to the Supplier and will be fit also for the purpose for which Goods and/or Services of a similar nature are commonly supplied;
- f. the Goods will comply with all laws (including statutes, the common law and equity) in force in the jurisdiction in which they are supplied;
- g. it will perform the Services in a skillful, diligent, workmanlike, careful safe and proper manner and in accordance with all reasonable directions of Urban Cranes and Urban Cranes applicable policies and procedures as amended from time to time and as provided to the Supplier;
- h. the provision of the Services complies with all necessary consents, registrations, approvals, licences or permits whether required by statute, regulation, government, governmental policy or administrative requirement or by any agreement order or award binding on the Supplier;
- i. to the extent that the same has not been amended by this Contract, all written information furnished to Urban Cranes or to any of its advisors or consultants by the Supplier prior to execution of this Contract concerning the Supplier and the Services are true and correct in every material particular as at the date to which they relate and are not misleading and deceptive in any respect;
- j. it will not engage in deceptive, misleading, illegal or unethical practices that are or may be detrimental to Urban Cranes or the public;
- k. it will make no false or misleading representations with regards to the Services provided to Urban Cranes and
- l. that the supply of the Goods and the performance of the Services, and any use of the Goods by Urban Cranes or any other person for any purpose, will not infringe any Intellectual Property Rights. The Supplier undertakes at its expense to defend, protect and hold harmless Urban Cranes and the users of Urban Cranes products from and against any claim for infringement

of any Intellectual Property Rights arising by reason of the supply of the Goods and/or the performance of the Services by the Supplier to Urban Cranes and /or the use of the goods by Urban Cranes and users of its products.

13. Breach of Warranty: Where any warranty provided by the Supplier pursuant to this Contract is breached, the Supplier will, at the direction of Urban Cranes and without prejudice to any other remedy or right Urban Cranes may have (under this Contract or otherwise):

- a. in the case of warranties relating to Goods:
  - i. replace the Goods or supply equivalent Goods;
  - ii. repair the Goods;
  - iii. pay to Urban Cranes the cost of replacing the Goods or acquiring equivalent Goods; or
  - iv. pay to Urban Cranes the cost of having the Goods repaired; and
- b. in the case of warranties relating to Services:
  - i. supply the Services again; or
  - ii. pay to Urban Cranes the cost of having the Services supplied again.

Where the Supplier repairs or replaces any Goods pursuant to any warranty the Supplier will bear all the costs of such repair or replacement including the removal and transportation costs of the Goods from and return to Urban Cranes premises, labour costs and the costs of replacing or providing new parts for the Goods. Where the Supplier re-supplies the Services pursuant to any warranty the Supplier will bear all of the costs of such re-supply. The warranties contained herein will survive any termination or expiration of this Contract.

14. Insurance: The Supplier must at its own expense procure and maintain the following policies of insurance:

- a. workers' compensation (including occupational disease where required by law) and employer's indemnity insurance which complies with the relevant laws covering all claims and liabilities under any statute and at common law (where applicable) for the death of or injury to:
  - i. any person employed by the Supplier in connection with this Contract; and
  - ii. any person who is a worker of the Supplier in connection with this Contract and who may be deemed under statute to be a worker of Urban Cranes;
- b. public and product liability insurance with a sum insured, respectively, of not less than \$20,000,000 per occurrence in respect of public liability risks and not less than \$20,000,000 in any one occurrence and \$20,000,000 in the aggregate during any one period of insurance in respect of product liability risks which is extended to cover:
  - i. liability arising out of the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Contract; and
  - ii. registered vehicles used as a tool of trade in the performance of the Services;
- c. motor vehicle insurance, covering all mechanically propelled vehicles that are registered, or capable of being registered, for road use and are at any time used in connection with this Contract, including:
  - i. insurance that is compulsory under applicable laws governing the use of motor vehicles and liability for personal injury or death; and
  - ii. liability insurance for third party property damage with a sum insured of not less than \$10,000,000 per occurrence; and
- d. professional indemnity insurance of not less than \$5,000,000 any one occurrence and \$5,000,000 in the aggregate for all claims arising in the same insurance period, covering any professional services provided by the Supplier under this Contract.
- e. The Supplier will, when requested by Urban Cranes to do so, promptly satisfy Urban Cranes that each contract of insurance it is required to procure under this Contract is current.
- f. If the Supplier fails to procure and maintain insurance policies in accordance with this Contract, Urban Cranes may, but is not obliged to:
  - i. procure and maintain any such insurance and deduct the cost of doing so from any payments to be made to the Supplier by Urban Cranes (under this Contract or any other contract); or
  - ii. refuse to make any further payments due from time to time to the Supplier (under this Contract or any other contract) until the insurance policies and receipt for the payment of premiums are made available for inspection by Urban Cranes.
- g. Whenever a claim is made under any of the policies of insurance referred to in this clause, the Supplier is liable for any excess or deductible payable as a consequence. The Supplier must inform Urban Cranes in writing immediately it becomes aware of any actual, threatened or likely claims under any of the insurances referred to in this clause. The Supplier must not

# SUPPLIER TERMS AND CONDITIONS

do or omit to do, or permit or suffer to be done, any act or omission whereby any of the insurances referred to in this clause may be vitiated, rendered void or voidable.

h. It is expressly agreed and acknowledged that the insurance requirements are fundamental requirements of this Contract.

i. Where the Supplier is required to take out professional indemnity insurance (as described in clause 14.d) the Supplier must ensure that the professional indemnity insurance is maintained for at least 7 years from the date upon which the Supplier completed the performance of the Goods and/or Services in accordance with this Contract.

j. The Supplier must ensure that, except for any contract of professional indemnity insurance that may be required under clause 14d, or where prohibited by any applicable law, each contract of insurance referred to in clause 14 must be endorsed:

- i. with Urban Cranes interests and liabilities arising out of or in connection with this Contract being noted; and
- ii. with a cross-liabilities clause in which the insurer agrees that the policy applies as if a separate policy was issued to each named insured (with the exception of limits of liability).

## 15. Termination:

a. Urban Cranes may terminate this Contract and any outstanding Purchase Orders by giving not less than 7 days' written notice to the Supplier. The Supplier will not be entitled to claim any compensation or indemnification from loss or damage upon termination of this Contract by Urban Cranes.

b. Urban Cranes may terminate this Contract and any outstanding Purchase Orders immediately upon written notice in the event that the Supplier:

- i. breaches any of these term or condition;
- ii. becomes insolvent, commits an act of bankruptcy, an order is made for it to be wound up, or if a receiver or administrator is appointed; or
- iii. the Supplier does not remedy, or provide an acceptable plan to remedy, any identified instances of modern slavery within the time frame specified by Urban Cranes under clause 20;
- iv. the Supplier is in breach of clause 21; and/or
- v. the Supplier is in breach of clause 22, or Urban Cranes determines that the Contract violates any applicable Sanction.

c. Any termination under this clause does not relieve Urban Cranes or the Supplier of their respective obligations under this Contract as to any unterminated part of a Purchase Order.

16. Indemnity: The Supplier indemnifies Urban Cranes and its directors, officers, employees, agents and subcontractors and their personnel, from all and any liability, loss, cost (including legal costs on a full indemnity basis), expenses, penalty, harm, damage, expense, claim, penalty expenses or equivalent which is suffered of whatever nature suffered, sustained or incurred, arising out of or in connection with:

- a. any breach by the Supplier of the Contract;
- b. any negligent act or omission or any act of willful misconduct by the Supplier or its personnel in connection with the Contract;
- c. any claims brought by any third party as a result of clause 16.a or clause 16.b ;
- d. any death, personal injury, physical loss or damage caused or sustained by the Supplier or its personnel (to the extent applicable); and
- e. any claim brought by a third party:
  - i. relating to a breach of that third party's Intellectual Property Rights as a result of the Supplier's performance under or in connection with the Contract; or
  - ii. that use of Goods or anything the Supplier creates or develops for the purposes of the Goods and/or Services, including data, datasets, technical materials, drawings, specifications, documentation, reports, recommendations, information breaches that third party's Intellectual Property Rights.
- f. The Supplier will not be liable under clause 16 to the extent that the liability was caused, or contributed to, by (as the case requires) Urban Cranes' negligent acts or omissions or willful misconduct.

## 17. Data Protection:

a. Urban Cranes Personal Data to be Processed under this Contract and the nature and purpose of the Processing and its proposed duration is set out in the Contract.

Document Id. SUPPLIER TERMS AND CONDITIONS	Revision: 0	Date: 09/06/2023	Approval: A.IVANHOE	Page 5 of 9
--	-------------	------------------	---------------------	-------------

This document is uncontrolled when printed. Controlled revisions are stored electronically.

This document is the property of Urban Cranes and may not be copied, distributed, or used without the written consent of Urban Cranes.

For further information, please contact HSEQ@urbancranes.com.au

b. In addition to its general obligations to comply with applicable laws under clause 17.f, the Supplier must:

- i. only Process Urban Cranes Personal Data for the purposes of providing the Goods and/or Services under the Contract and as directed by Urban Cranes in writing. If the Supplier reasonably believes that by following such directions it would be in breach of applicable laws, the Supplier must inform Urban Cranes of its concerns before Processing the relevant data;
- ii. not disclose Urban Cranes Personal Data without Urban Cranes' prior written consent, unless the disclosure is required by applicable law or otherwise complies with clause 17.b.iii;
- iii. not engage any subcontractor to Process Urban Cranes Personal Data without obtaining a specific or general written authorisation of Urban Cranes permitting it to subcontract;
- iv. assist Urban Cranes, upon request, to respond to requests from data subjects to exercise their rights (including with respect to access to and correction of Personal Data);
- v. cooperate and provide information required by Urban Cranes so it can meet its obligations under applicable law;
- vi. promptly notify Urban Cranes if it receives a complaint from any individual regarding the way his or her Urban Cranes Personal Data has been Processed and advise Urban Cranes how it has addressed the complaint; and
- vii. provide reasonable assistance to Urban Cranes to enable Urban Cranes or another party authorised by Urban Cranes to audit the Supplier's compliance with its obligations under this clause.

c. The Supplier must put in place and maintain appropriate technical and organisational measures to secure Urban Cranes Personal Data.

d. If there is any situation involving:

- i. accidental loss or destruction of, or unauthorised disclosure of or access to, Urban Cranes Personal Data; or
- ii. a cyber security or data security breach on any system (including those of its subcontractor) used in connection with the Goods or Services which has or may impact Urban Cranes Personal Data;

the Supplier must:

- a. report such incident to Urban Cranes without undue delay;
  - b. mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to the Supplier or its subcontractors; and
  - c. cooperate with any investigation into the incident that is subsequently undertaken by any data privacy authority, in consultation with Urban Cranes.
- d. At any time after expiry or termination of the Contract, the Supplier must return, destroy, store or dispose of the Urban Cranes Personal Data at its own cost as directed by Urban Cranes unless applicable law requires the Supplier to retain the Urban Cranes Personal Data.
- e. Each party warrants to the other that it will comply with its respective obligations under all applicable laws relating to the Processing of Personal Data collected by or disclosed to it pursuant to the Contract.

18. Notices: All notices that are required under this Contract will be in writing and will be considered effective upon receipt. The address for notice for Urban Cranes is PO Box 508, Inglewood WA 6052, and the address for notices for the Supplier is the address noted on the Purchase Order.

19. Entire Contract: The Contract constitutes the entire contract of provision and performance of the Goods and/or Services and supersedes all previous arrangements, correspondence, tenders, representations, proposals, understandings and communications whether written or oral. To the extent that the Supplier's terms and conditions are supplied with the Goods and/or in the performance of the Services (including as printed on consignment notes or other documents), such terms and conditions will be of no legal effect and will not constitute part of the contract for the provision of the Goods and/or performance of those Services (notwithstanding the signing of any such document by a representative of Urban Cranes for any reason). To the extent that there is any inconsistency between the RFQ, RFP, RFT and these terms and conditions, these terms and conditions will take precedence.

20. Modern Slavery:

a. Urban Cranes works to comply with the requirements of the Modern Slavery Act 2018 (Cth) ("Modern Slavery Act") and expects the same of the Supplier.

b. The Supplier warrants that:

- i. it will comply with the Modern Slavery Act and will take steps to investigate and ensure that there is no breach of the Modern Slavery Act by it or in any part of their business and their supply chain;

# SUPPLIER TERMS AND CONDITIONS

- ii. it will not cause Urban Cranes to breach the Modern Slavery Act, whether as a result of a breach of this Contract by the Supplier or any other default, act or omission of the Supplier or any person for whom the Supplier is responsible in connection with this Contract or otherwise;
  - iii. neither it nor any of its officers, employees or other persons associated with it has been convicted of any offence under the Modern Slavery Act or has been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence under the Modern Slavery Act;
  - iv. it has implemented due diligence procedures for its own suppliers and subcontractors to ensure there is no actual or suspected breach of the Modern Slavery Act in its supply chains;
  - v. it will immediately notify Urban Cranes as soon as it becomes aware of any actual or suspected breach of the Modern Slavery Act in its supply chains;
  - vi. it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in clauses 20.b.i to 20.b.v; and
  - vii. it must comply (and ensure that its subcontractors and its directors, officers, employees, agents and subcontractors comply) with any requests made by Urban Cranes to provide any assistance, evidence, information, documents or interview any person as required by Urban Cranes to enable Urban Cranes to discharge any obligations arising under the Modern Slavery Act.
- c. The Supplier will indemnify Urban Cranes against all actions, claims, demands and proceedings against Urban Cranes, and all losses, damages, costs, expenses and other liabilities suffered or incurred by Urban Cranes, arising from any failure by the Supplier to comply with its obligations under this clause.
- d. In the event that the Supplier does not remedy, or provide an acceptable plan to remedy, any identified instances of suspected breaches under the Modern Slavery Act within the time frame specified by Urban Cranes, Urban Cranes reserves the right to terminate the Contract in accordance with clause 15.b.iii.

## 21. Anti-Corruption obligations

- a. The Supplier represents, warrants and agrees that neither the Supplier, any of its related body corporates nor their directors, officers, employees, agents and subcontractors has authorised, offered, promised or given, or will authorise, offer, promise or give, anything of value (including a facilitation payment) to:
- i. any Government Official, in order to influence or reward official action relating to either, or both, Urban Cranes or this Contract;
  - ii. any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust (“acting improperly”) in relation to either, or both, Urban Cranes or this Contract, to reward the person for acting improperly or in circumstances where the recipient would be acting improperly by receiving the thing of value; or
  - iii. any other person while knowing, or while he or she ought reasonably to have known, that all or any portion of the money or other thing of value that was authorised, offered, promised or given or will be authorised, offered, promised or given to:
    - A. a Government Official in order to influence or reward official action relating to either, or both, Urban Cranes or this Contract; or
    - B. any person in order to influence or reward such person for acting improperly.
- b. The Supplier will notify Urban Cranes promptly, and in any event within 5 (five) Business Days, of any request or demand for any payment, gift or other advantage that violates any Applicable Anti-corruption laws received by the Contractor, any of its related body corporates or their directors, officers, employees, agents and subcontractors in relation to Urban Cranes or this Contract.
- c. The Supplier must ensure that neither the Supplier, any of its related body corporates nor their directors, officers, employees, agents and subcontractors will receive or agree to accept any payment, gift or other advantage that violates any Applicable Anti-corruption laws in relation to Urban Cranes or this Contract.
- d. Save for any ownership interest in respect of shares listed on a recognised stock exchange, the Supplier represents and warrants that:
- i. neither the Supplier, any of its related body corporates nor any other entity in which the Supplier has an ownership interest is directly or indirectly owned or controlled, in whole or in part, by any Government Official in a position to take or influence official action for or against Urban Cranes; and
  - ii. no officer, director, employee or shareholder of the Supplier is, or currently expects to become, such a Government Official during the term of this Contract.

# SUPPLIER TERMS AND CONDITIONS

e. The Supplier will notify Urban Cranes promptly, and in any event within 5 (five) Business Days, upon becoming aware that any officer, director, employee or shareholder becomes, or expects to become, a Government Official in a position to take or influence official action for or against Urban Cranes.

f. The Supplier will implement and at all times maintain appropriate internal controls to ensure that any payments made pursuant to or in connection with the Purchase Order, or transactions which relate to this Purchase Order or the performance of it, are properly, accurately and completely recorded.

g. If a breach of this clause 21 (other than clause 21.f) occurs or Urban Cranes knows or believes, acting reasonably, that such a breach is imminent, then Urban Cranes may (without prejudice to any other rights that it might have) exercise its right under clause 15 to end this Contract, in which event, Urban Cranes will not be obliged to:

i. make any payment (whether under clause 15 or otherwise) to the Supplier in respect of goods, software, services or other benefits that have been procured through, or are related to, the breach of this clause 21; and

ii. reimburse or indemnify the Supplier for any liability or cost connected with the breach of this clause 21.

h. The Supplier must notify Urban Cranes promptly upon becoming aware of any breach, imminent breach or suspected or potential breach of clause 21.a, clause 21. c or clause 21.d by the Supplier, the Supplier's related body corporates or their directors, officers, employees, agents and subcontractors.

## 22. Sanctions:

a. The Supplier hereby warrants and represents that the Supplier and all of its directors, officers, employees, agents and subcontractors, related body corporates, subcontractors and suppliers:

i. are not a Sanctioned Person;

ii. are not violating any Sanctions applicable to it; and

iii. are not engaging with a Sanctioned Person.

b. If the Supplier:

i. provides incorrect information in connection with the Sanctions;

ii. breaches any provision of the Contract relating to the Sanctions; or

iii. its directors, officers, employees, agents and subcontractors, its related body corporates, or any of its suppliers or subcontractors becomes a Sanctioned Person, it must immediately give written notice to Urban Cranes and Urban Cranes may:

iv. immediately terminate the Contract and any or all Purchase Orders under clause 15.v; and

v. claim compensation from the Supplier for any damages or losses which it suffers.

c. Without limiting any remedy to which Urban Cranes might otherwise be entitled, Urban Cranes may terminate the Contract if it determines that the Contract violates any applicable Sanction.

23. Conflict of Interest: The Supplier must, and must ensure its directors, officers, employees, agents and subcontractors, declare any Conflict of Interest prior to entering into any agreements with Urban Cranes, and in any event as soon as a Conflict of Interest comes to the attention of the Supplier.

24. Governing Law: This Contract will be deemed to have been made in the State of Victoria and will be subject to the laws of the State of Victoria. The parties will be subject to the non-exclusive jurisdiction of the courts of the State of Victoria in relation to any proceedings concerning this Contract.

25. Waiver: Neither party's failure to exercise or delay in exercising any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights.

26. Amendment: This Contract will not be amended, modified, varied or supplemented except in writing signed by the parties.

27. Assignment: The Supplier may not assign otherwise transfer or subcontract any part of its rights or obligations under this Contract, without the prior written consent of Urban Cranes.

28. Severability: Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract or the validity or unenforceability of that provision in any other jurisdiction.





# SUPPLIER TERMS AND CONDITIONS

29. No affiliation: Nothing in this Contract will render the Supplier an officer, agent or partner of Urban Cranes and the Supplier will not hold itself out as such. In providing the Goods and/or Services the Supplier will at all times be an independent contractor of Urban Cranes. The Supplier will not pledge the credit of Urban Cranes nor sign any document, enter into any contract or make any promise on behalf of Urban Cranes without its prior written authority.