



## **MINOR WORKS AGREEMENT FOR ISSUED PURCHASE ORDERS UNDER \$250,000.00 FOR CALENDAR YEAR 2026**

**CON-WPO-01-2026\_R1**

**THIS CONTRACT IS AVAILABLE ON THE CDA GROUP AUSTRALIA WEBSITE**



01/01/2026

### MINOR WORKS CONTRACT AGREEMENT

Executed as a Deed on the 1<sup>st</sup> of January 2026, by either signing the Purchase Order or commencing works on the CDA Group Australia project as per the information provided within the CDA Group Australia Pty Ltd Purchase Order issued to the supplier / sub-contractor, you (company stated on the purchase order) agree to complete the activities on the project as per the terms and conditions set within this minor works agreement contract (this document) and as specified on the issued Purchase Order. If your purchase order / agreement was issued in 2026 calendar year and continues into 2027 calendar year this contract agreement will be used as the contract agreement until works are completed and warranty period had been finalised.

Any and all quotations, discussions, negotiations, mark-ups, assumptions or correspondence exchanged prior to the issue of this Purchase Order are superseded and have no contractual force or effect. The issue of this Purchase Order, together with its scope, rates and terms and conditions, constitutes the entire agreement between the parties in respect of the Works. No prior proposal or negotiation shall be relied upon unless expressly incorporated in writing into this Purchase Order. Commencement of work onsite, delivery of materials, mobilisation, or provision of any services in connection with the Works shall be deemed unconditional acceptance of this Purchase Order and all terms and conditions contained herein, whether or not the Purchase Order has been formally signed or acknowledged.

For the purposes of the Building and Construction Industry Security of Payment Act (NSW), this Purchase Order establishes the agreed scope of work, rates, reference date and contractual entitlement for all payment claims and payment schedules. Any claim under SOPA is strictly limited to the scope and rates set out in this Purchase Order and any variations formally approved in accordance with its terms. No entitlement shall arise from any pre-Purchase Order quotation, discussion or assumed pricing. In the event of any inconsistency, the Purchase Order and its terms and conditions prevail in all respects.

If you have any areas of concern regarding this agreement please place your response in writing to Mr Chad Anderson, Director of CDA Group Australia prior to commencement of works on the project via email to chad@cda-group.com.au. The Minor Works Contract is VALID until such time as stated within each section of the contract.

#### BETWEEN

CDA Group Australia Pty Ltd (ABN: 58 167 210 308) whose registered address is at 373 Yarramalong Road, Wyong Creek, NSW, Australia 2259 (the Main Contractor or Head Contractor when Principal Contractor),

#### AND

Purchase Order Recipient Calendar Year 2026. Or company that has commenced works on a CDA Group Australia project including suppliers and/or sub-contractors that are completing works directly for CDA Group Australia projects by commencing works on the project you have agreed to the terms and conditions set within this document – minor works agreement contract dated 2026 calendar year.

*Mr Chad Anderson*

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Mr Chad Anderson  
Director  
CDA Group Australia Pty Ltd

*Mr Richard Lipar*

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Mr Richard Lipar  
General Manager  
CDA Group Australia Pty Ltd

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**1. INTERPRETATION**

**1.1 DEFINITIONS**

The following definitions apply in this document.

| WORD / TERM / PHRASE         | DEFINITION  |
|------------------------------|---|
| <b>Approval</b>              | means any licence, permit, consent, approval, determination, certificate, or permission from any Authority or under any Law, or any requirement made under any Law which must be obtained or satisfied (as the case may be):<br>(a) to perform the Work under the Subcontract.<br>(b) in connection with the Project, the Construction Site, and the Work under the Head Contract.<br>(c) for the use and occupation of the Subcontract Works after Completion; or<br>(d) otherwise, to comply with Law.  |
| <b>Authority</b>             | means any:<br>(a) government, or government department, agency, authority, or body.<br>(b) local government council.<br>(c) statutory authority or body; or<br>(d) other body, instrumentality, or person (including a Utility Service provider but not including the Contractor) that has any jurisdiction (whether national, state, territory or local) in connection with the Works under the Subcontract or part thereof, or whose certificate, licence, consent, approval, or permission is required in connection with the Work under the Subcontract or any part thereof.  |
| <b>Claim (or claim)</b>      | means a claimed entitlement (including any claim, action, demand or proceeding for payment of money (including damages) or for an extension of time):<br>(a) under, arising out of, or in any way in connection with, the Subcontract.<br>(b) arising out of, or in any way in connection with, any task, fact, matter, thing, or relationship connected with the Work under the Subcontract or any party's conduct prior to the date of the Subcontract; or<br>(c) otherwise at Law including:<br>(i) under or for breach of any statute.<br>(ii) in tort for negligence or otherwise, including negligent misrepresentation.<br>(iii) in equity; or<br>(iv) for restitution including restitution based on unjust enrichment.   |
| <b>Codes &amp; Standards</b> | means all codes, standards, specifications, and guidelines relevant to the Work under the Subcontract, including those referred to in the Subcontract.  |
| <b>Commencing Work</b>       | means onsite and commencing work as per required actions for the issued purchase order  |
| <b>Completion</b>            | means that stage in the performance of the Work under the Subcontract when:<br>(a) the Subcontract Works are complete except for minor Defects:<br>(i) which do not prevent the Subcontract Works from being used for their intended purpose and which do not cause any legal impediment to the use or occupation of the Subcontract Works or the Project.<br>(ii) the rectification of which, individually or collectively, will not prejudice the work of the Contractor or other contractors or the convenient use or occupation of the Subcontract Works or the Project; and<br>(iii) in relation to which, the Contractor determines that immediate rectification by the Subcontractor is not practical, and that the Subcontractor has reasonable grounds for not performing the rectification work immediately.<br>(b) those tests (including commissioning tests) required by the Subcontract before Completion is achieved, have been carried out and passed.<br>(c) all certificates, licences, consents, approvals and permits that the Subcontractor is required to obtain under the Subcontract, have been obtained and copies thereof provided to the Contractor.<br>(d) the warranties required by the Subcontract have been provided to the Contractor.<br>(e) the documents and other information required to be provided by the Date of Completion, including those which are essential for the use, operation, and maintenance of the Subcontract Works, have been provided to the Contractor; and<br>(f) the other requirements (if any) stated in Clause 29 have been satisfied. |
| <b>Construction Site</b>     | means the land (including any structure, or other facility on the land) upon, over, below or through which the Work under the Head Contract is being performed and such other areas as the Contractor notifies to the Subcontractor as forming part of the Construction Site.   |
| <b>Consultant</b>            | means a consultant engaged by the Subcontractor to provide other professional services. It includes a consultant whose contract with the Contractor is novated to the Subcontractor.  |
| <b>Contamination</b>         | means the presence in, on or under land or any other aspect of the Environment of a substance, gas, chemical, liquid, or other matter (whether occurring naturally or otherwise) which is:<br>(a) at a concentration above the concentration at which the substance, gas, chemical, liquid, or other matter (whether occurring naturally or otherwise) is normally present in, on or under land or any other aspect of the Environment in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment; or<br>(b) toxic, flammable, or otherwise capable of causing harm to humans or damage to the Environment.   |
| <b>Contract Deviation</b>    | means an agreed to change to any of the mandatory Contract Documents or requirements included in the Minor Works Contract for Issued Purchase Orders Under \$250,000.00 Calendar Year 2024 and must be in writing and agreed to by both parties. Any deviations to the contract will be marked in italic, blue in font and highlighted with a yellow background and will only be for the issued purchase order and must be signed by CDA Group Australia and re-issued for the described project within the purchase order only, any additional purchase orders will revert back to the original terms and conditions.  |
| <b>Contractor Default</b>    | means a failure by the Contractor to pay the Subcontractor an amount due under the Subcontract which is not in dispute.   |

| WORD / TERM / PHRASE                 | DEFINITION   |
|--------------------------------------|--|
| <b>Date for Commencement on Site</b> | means:<br>(a) if Clause 29 states a Date for Commencement on Site, that date; or<br>(b) if Clause 29 does not specify the Date for Commencement on Site, the date notified in writing by the Contractor to the Subcontractor.  |
| <b>Date for Completion</b>           | means the date so named and stated in Clause 29  |
| <b>Date of Completion</b>            | means the date upon which Completion of the Subcontract Works is achieved.   |
| <b>Date of Subcontract</b>           | means the date on which the Subcontract is executed by or on behalf of the parties   |
| <b>Defect</b>                        | includes an error, omission, shrinkage, blemish in appearance or other fault in the Subcontract Works or which affects the Subcontract Works, which results from a failure of the Subcontractor to comply with the Subcontract.  |
| <b>Defects Liability Period</b>      | means the period commencing on the Date of Completion and ending on the date (or upon expiry of the period) stipulated in Clause 29.   |
| <b>Environment</b>                   | means components of the earth, including:<br>(a) land, air and water.<br>(b) any layer of the atmosphere.<br>(c) any organic or inorganic matter and any living organism.<br>(d) human-made or modified structures and areas; and<br>(e) interacting natural ecosystems that include components referred to in paragraphs (a) to (c) of this definition.   |
| <b>Head Contract</b>                 | means the contract described as such in Clause 29.   |
| <b>Head Contractor</b>               | means the contractor described as such in Clause 29.   |
| <b>Law (or law)</b>                  | means all:<br>(a) Commonwealth, New South Wales, or local government legislation including regulations, by-laws, and other subordinate legislation.<br>(b) principles or law or equity established by decisions of courts; and<br>(c) Approvals (including any condition or requirement under them).   |
| <b>Legislative Requirements</b>      | means:<br>(a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations and other subordinate and delegated legislation of the jurisdiction (whether national, state, territory or local) in which the Work under the Subcontract or any part thereof is being performed.<br>(b) certificates, licences, consents, approvals, permits and requirements of Authorities (including any conditions under them); and<br>(c) fees and charges payable in connection with the foregoing.  |
| <b>Liability</b>                     | includes any liability of any kind whether for debt, cost (including legal costs, deductibles, or increased premiums), expense, loss, damage, compensation or charge and whether:<br>(a) liquidated or not.<br>(b) arising from any obligation (whether as a principal obligation, a surety, or an indemnity).<br>(c) legal or equitable, and whether arising under or for breach of contract, in tort (including negligence), restitution or at Law.<br>(d) present, prospective, or contingent; or<br>(e) owed, incurred, or imposed by or on account of or for the account of any person alone or severally or jointly with another or others.  |
| <b>Loss</b>                          | means:<br>(a) any cost, expense, fee, loss, damage, Liability, or other amount; and<br>(b) without being limited by paragraph (a) and only to the extent not prohibited by Law, any fine or penalty, whether direct, indirect, consequential, present, future, fixed, unascertained, actual, or contingent which, for the avoidance of doubt, includes consequential loss.   |
| <b>Materials</b>                     | includes materials, plant, equipment, and other goods required for the completion of the works as per an issued quote as referenced within the CDA Group Australia Purchase Order.   |
| <b>Project</b>                       | means the project as described in the purchase order issued to sub-contractor.   |
| <b>Purchase Orders</b>               | means:<br>(a) an issued purchase order is the agreement to the terms and conditions set within the minor works contract and the continuation of the agreement.<br>(b) all required aspects contained within this contract are required to be fulfilled by both parties.<br>(c) the issued purchase order is for the materials, plant, equipment, and other goods required for the completion of the works and additional and/or reductions of items that are required to be completed for the works will be completed as approved variations only.   |
| <b>Related Parties</b>               | means:<br>(a) in respect of the Contractor, its Related Bodies Corporate, parties right down the chain of the Contractor in performing the Work under the Head Contract and any of the respective employees, agents, contractors (in their capacity as contractors for the Project) or officers of the Contractor, but excludes the Subcontractor and its Related Parties; and<br>(b) in respect of the Subcontractor, its Related Bodies Corporate, Secondary Subcontractors, parties' rights down the chain of Secondary Subcontractors in performing the Work under the Subcontract and any of the respective employees, agents, contractors (in their capacity as contractors for the Project) or officers of the Subcontractor. |

| WORD / TERM / PHRASE                   | DEFINITION   |
|--|--|
| <b>Scheduled Amount</b>                | means the amount of payment (if any) stated in a Payment Schedule that the Contractor proposes to make in relation to a Payment Claim as referred to in clause 23.2(b)(ii).  |
| <b>Secondary Subcontract</b>           | means a contract between the Subcontractor and a Secondary Subcontractor.  |
| <b>Secondary Subcontractor</b>         | means any person engaged by the Subcontractor to perform any part of the Work under the Subcontract (including a consultant, contractor or supplier but not including an employee of the Subcontractor).   |
| <b>Security of Payment Legislation</b> | means the Building and Construction Industry Security of Payment Act 1999 (NSW) and the Building and Construction Industry Security of Payment Regulation 2001 (NSW).  |
| <b>Separable Portion</b>               | means a part of the Work under the Subcontract (if any) described as such in Clause 29 or that the Contractor determines clause 19.2 to be a Separable Portion.  |
| <b>Site Conditions</b>                 | means any physical conditions and characteristics of, upon, above, below or over the surface, or in the vicinity of the Construction Site or its surroundings including: <ul style="list-style-type: none"> <li>(a) physical and structural conditions, including old footings, underground structures, buildings, improvements, partially completed structures and in-ground works.</li> <li>(b) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the Contractor or others.</li> <li>(c) surface waters, ground water, ground water hydrology and the effects of any dewatering.</li> <li>(d) any Contamination, Hazardous Substance or other spoil or waste.</li> <li>(e) topography of the Construction Site, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Construction Site.</li> <li>(f) geological, geotechnical, and subsurface conditions or characteristics.</li> <li>(g) all Utility Services, systems, and facilities, above or below ground level and all facilities with which such Utility Services and systems are connected.</li> <li>(h) the Environment, water and weather or climatic conditions, or the effects of the Environment, water and weather or climatic conditions, including rain, surface water runoff and drainage, floods, water seepage, windblown dust and sand, seasons and physical conditions that are a consequence of weather or climatic conditions; and</li> <li>(i) any latent conditions.</li> </ul> |
| <b>Subcontractor Default</b>           | means a substantial breach of the Subcontract by the Subcontractor, including, without limitation, any of the following: <ul style="list-style-type: none"> <li>(a) abandoning the carrying out of the Work under the Subcontract.</li> <li>(b) suspending progress of the carrying out of the Work under the Subcontract in whole or part without the written agreement of the Contractor.</li> <li>(c) failing to comply with an instruction in writing or confirmed in writing by the Contractor.</li> <li>(d) failing to carry out the Work under the Subcontract with professional skill, care, and competence.</li> <li>(e) failing to maintain any registration or licence required by law to carry on activities required under the Subcontract.</li> <li>(g) failing to effect and maintain insurance policies as required under the Subcontract.</li> </ul>  |
| <b>Subcontractor's Plant</b>           | means the vehicles, plant and equipment that the Subcontractor brings to the Construction Site in connection with the performance of the Work under the Subcontract (whether owned, hired, leased or otherwise acquired or held by the Subcontractor).   |
| <b>Subcontract Sum</b>                 | means: <ul style="list-style-type: none"> <li>(a) if the purchase order states that the Subcontract is a lump sum contract, the lump sum (including any provisional sum(s)) stated in the issued purchase order for the project.</li> <li>(b) if the purchase order states that the Subcontract is a schedule of rates contract, the sum of the amounts calculated by multiplying the rates for the relevant items identified in the priced schedule of rates in the purchase order by the corresponding measured quantities of those items actually directed and performed and in accordance with the Subcontract; or</li> <li>(c) if the purchase order states that the Subcontract is partly a lump sum contract and partly a schedule of rates contract:               <ul style="list-style-type: none"> <li>(i) the lump sum (including any provisional sum(s)) stated in purchase order plus</li> <li>(ii) the sum of the amounts calculated by multiplying the rates for the relevant items identified in the priced schedule of rates in the purchase order with the attached rates approval form by the corresponding measured quantities of those items actually directed and performed in accordance with the Subcontract, as adjusted in accordance with the Subcontract.</li> </ul> </li> </ul>  |
| <b>Subcontract Works</b>               | means the whole of the work to be performed in accordance with the Subcontract and handed over to the Contractor, including all parts of the Work Scope and Variations that are to be handed over to the Contractor.   |
| <b>Supplier</b>                        | means an entity engaged by the Subcontractor to supply part of the Work under the Subcontract or Temporary Work, or both.  |
| <b>Test</b>                            | means to examine, inspect, measure, prove and trial, including to open up any part covered up, if necessary. Testing and other derivatives of Test have a corresponding meaning.   |
| <b>Utility Service</b>                 | means any service, facility, or item of infrastructure, including water, electricity, gas, ethane, fuel, telephone, drainage, sewerage, railway, industrial waste disposal and electronic communications service.  |
| <b>Variations</b>                      | means any change to the Work under the Subcontract including additions, increases, omissions and reductions to and from the Work under the Subcontract, in accordance with the requirements of the Subcontract.  |
| <b>WHS Legislation</b>                 | means: <ul style="list-style-type: none"> <li>(a) the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW); and</li> <li>(b) any legislation in other States and Territories of Australia addressing work health and safety which applies to the Work under the Subcontract.</li> </ul>  |

| WORD / TERM / PHRASE                | DEFINITION   |
|-------------------------------------|--|
| <b>Work under the Head Contract</b> | means all the work, services, activities, tasks, and other things that the Contractor is or may be required to perform under the Head Contract and includes variations, rectification work, plant and equipment, temporary works and the works to be performed and handed over under the Head Contract.  |
| <b>Work under the Subcontract</b>   | means all the work, services, activities, tasks, and other things that the Subcontractor is or may be required to perform under the Subcontract and includes the Work Scope, Variations, rectification work, plant and equipment, Temporary Works, any design services under the Subcontract and the Subcontract Works, and, where specified in the Work Scope, the Subcontractor- Designed Works. |

## 1.2 RULES FOR INTERPRETING THIS DOCUMENT

The following rules apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) The documents constituting the Subcontract are mutually explanatory of one another and the Subcontract must be interpreted and construed as a whole.
- (c) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced, or novated.
  - (iii) a party to this document or to any other document or agreement includes executors, administrators, successors in title, permitted substitutes or permitted assigns of that party.
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, or successor in law of the person; and
  - (v) anything (including a right, obligation, or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) A word which suggests one gender includes the other genders.
- (f) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (g) The words 'include' and 'includes' and the expressions 'for example' and 'such as', are not words or expressions of limitation.
- (h) A matter is to the knowledge of a person at a relevant time if:
  - (i) it was within that person's actual knowledge; or
  - (ii) it would have been discovered by the enquiries that would have been made by a reasonable person in that person's position, even if, at that time, the matter is not actually known by that person.
- (i) A reference to information is to information of any kind in any form or medium, whether formal or informal, written, or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology, or trade secrets.
- (j) The expressions subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.

## 1.3 PRECEDENCE OF DOCUMENTS

If there is any ambiguity, discrepancy, conflict, or inconsistency in or between the documents that constitute the Contract, the following order of precedence shall apply:

- (a) any Special Conditions in clause 29
- (b) the Contract Conditions
- (c) the Schedules to the Contract Conditions, and within the Work Scope, Project-specific drawings/specifications have precedence over non-Project-specific drawings/specifications.

## 1.4 MULTIPLE PARTIES

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party, then unless otherwise specified in this document:

- (a) an obligation of those persons is joint and several and,
- (b) a right of those persons is held by each of them severally.

## 2. NOTICES

### 2.1 HOW TO GIVE A NOTICE

- (a) A notice, consent or other communication under this document is only effective if it is:

- (i) in writing, signed by or on behalf of the person giving it.
- (ii) addressed to the person to whom it is to be given; and either left at the addressee's address or sent to the addressee by mail or electronic form such as email.

## 3 ENTIRE AGREEMENT AND UNDERSTANDING

The Subcontract constitutes the entire agreement and understanding between the parties on all things connected with the subject matter of the Subcontract and takes effect despite:

- (a) any prior agreement, understanding or dealings in conflict or at variance with the Subcontract; or
- (b) any correspondence or other documents relating to the subject matter of the Subcontract which may have passed between the parties or their agents before the Date of the Subcontract and which are not part of the documents that constitute the Subcontract.

## 4 NATURE OF SUBCONTRACT

### 4.1 SUBCONTRACTOR TO PERFORM THE WORK UNDER THE SUBCONTRACT

The Subcontractor must:

- (a) execute and complete the Work under the Subcontract:
  - (i) in accordance with.
  - (A) the Subcontract; and

- (B) any direction of the Contractor given or purported to be given under a provision of the Subcontract, including any Variation directed in accordance with clause 22.
- (ii) using good workmanship and materials which are of a quality fit for their intended purposes.
- (iii) so that the Subcontractor's Temporary Works will at all relevant times be fit for their intended purposes.
- (iv) so that the Subcontract Works will:
  - (A) upon Completion, be fit for their intended purposes; and
  - (B) thereafter, at all relevant times during the Term, be capable of remaining fit for their intended purposes.
- (b) perform and observe all other obligations under the Subcontract.
- (c) comply at its own cost with any instructions or directions given by the Contractor to Subcontractor concerning the Work under the Subcontract and anything connected with the Work under the Subcontract unless the Subcontract expressly provides otherwise.
- (d) in executing the Work under the Subcontract:
  - (i) provide all things and take all measures necessary to protect people and property.
  - (ii) utilise items that have branding specific to the Contractor as supplied by the Contractor.
  - (iii) avoid unnecessary or unreasonable interference with the passage of people and vehicles; and
  - (iv) prevent nuisance and unreasonable noise and disturbance.
- (e) if wishing to deviate from any obligation created under this Subcontract, obtain written approval before carrying out said deviation.

#### **4.2 PAYMENT OF SUBCONTRACT SUM**

The Contractor must:

- (a) pay to the Subcontractor the Subcontract Sum in accordance with and subject to the Subcontract; and
- (b) perform and observe all its other obligations under the Subcontract.

#### **4.3 NATURE OF SUBCONTRACT**

(a) The Subcontract Sum is deemed to compensate the Subcontractor for performing all of its obligations under the Subcontract.

(b) The Subcontractor acknowledges and agrees that where the Subcontract is a:

- (i) schedule of rates or part schedule of rates contract (that is, the extent to which the Contractor has accepted a rate or rates to ascertain the Subcontract Sum), then with respect thereto:
  - (A) the calculation of payment on a schedule of rates basis will be based on the work items identified in the priced schedule of rates in the approved schedule of rates ('**scheduled items**'').
  - (B) payment for the schedule of rates will be calculated by multiplying the rate for a schedule item stated in the priced schedule of rates by the measure quantity of that item actually directed and performed in accordance with the Subcontract.
  - (C) the rate for a scheduled item is deemed to include all things necessary to perform the schedule item in accordance with the Subcontract (even though all of those things may not be separately itemised) and all on-site and off-site overheads and profit in connection with the schedule item.
  - (D) if the priced schedule of rates includes any quantities, those quantities are only approximate or estimated quantities and the Subcontractor did not rely on the completeness, accuracy of adequacy of those quantities.
  - (E) any descriptions of work in the priced schedule of rates (including descriptions of schedule items) are only general descriptions and the Subcontractor did not rely on those descriptions as being a complete description of the work covered.
  - (F) if the priced schedule of rates omits an item which should have been included, the omitted item is deemed to be included in the items that are identified in the priced schedule of rates; and
  - (G) the Contractor has not warranted or made any representation or assumed any duty of care or liability with respect to, the completeness, accuracy or adequacy of any quantities included in the priced schedule of rates or any descriptions of work in the priced schedule of rates (including descriptions of scheduled items).
- (ii) lump sum or part lump sum contract (that is, the extent to which the Contractor has accepted a lump sum or lump sum as, or part of, the Subcontract Sum), then with respect thereto:
  - (A) a lump sum is deemed to include all things necessary to perform the applicable lump sum work in accordance with the Subcontract (even though all of those things may not be separately itemised) and all on-site and off-site overheads and profit in connection with that work; and
  - (B) if there is any bill or schedule of quantities indicating the build-up of a lump sum:
    - (aa) such bill or schedule of quantities is a 'bulk' bill or schedule indicating only approximate or estimated quantities and general descriptions of certain of the Work under the Subcontract relevant to that lump sum.
    - (bb) it did not rely on the completeness, accuracy or adequacy of the quantities or the descriptions of work in such bill or schedule in calculating that lump sum; and
    - (cc) the Contractor has not warranted or made any representation or assumed any duty of care or liability with respect to, the completeness, accuracy or adequacy of those quantities or descriptions of work.

#### **4.4 NO RISE & FALL**

Unless stated otherwise in the Subcontract, the Subcontract Sum is not subject to adjustment for rise and fall in costs for any cause whatsoever, including changes in the cost of labour, plant, equipment, materials, goods, taxation (other than GST), excise, duty, fees, or charges.

#### **4.5 CLAIMS FOR ADJUSTMENT OF SUBCONTRACT SUM**

Notwithstanding any other provision of this Subcontract, the Subcontractor shall not be entitled to receive, and the Contractor shall not be liable for, any adjustment of the Subcontract Sum unless the relevant instruction or direction is confirmed in writing.

### **5 AUTHORISED REPRESENTATIVES**

#### **5.1 CONTRACTOR'S AUTHORISED REPRESENTATIVE**

- (a) The Contractor must ensure that at all times there is a person appointed as the Contractor's Authorised Representative, which the parties acknowledge at the time of entry into the Subcontract.
- (b) All directions, instructions, determinations, and other notices given under the Subcontract on behalf of the Contractor will only be given by the Contractor's Authorised Representative or a person delegated any duties and functions by the Contractor's Authorised Representative.

#### **5.2 SUBCONTRACTOR'S AUTHORISED REPRESENTATIVE**

- (a) The Subcontractor must ensure that at all times it has as the Subcontractor's Authorised Representative a competent representative on the Construction Site who is fluent in the English language. The parties acknowledge at the time of entry into the Subcontract.

**6 SITE CONDITIONS**

**6.1 PHYSICAL CONDITIONS**

(a) The Subcontractor warrants and for all purposes it will be deemed to be the case that, prior to the date of the Subcontract, the Subcontractor has:

- (i) examined the Subcontract documents, the Construction Site and its surroundings, and any other information that was made available in writing by or on behalf of the Contractor to the Subcontractor for the purpose of performing and completing the Work under the Subcontract.
- (ii) examined and relied solely upon its own assessment, skill, expertise, and enquiries in respect of, all information relevant to the risks, contingencies and other circumstances having an effect on the Work under the Subcontract and its obligations under the Subcontract; and
- (iii) satisfied itself that it has made adequate allowance for the costs of complying with all of its obligations under the Subcontract and of all matters and things necessary for the due and proper performance and completion of the Work under the Subcontract.

(iv) The hours of work are,

- 6:00 am to 6:00 pm Monday to Friday.
- no work shall be undertaken on Saturday / Sundays / Public Holidays or outside the normal working hours without prior CDA Group Australia approval, though the project may have different times as per the head contractor's requirements.
- the working hours and any restrictions in hours allowed to work will be informed to the sub-contractor during works allocated onsite.
- Any costs incurred by the sub-contractor for work outside of normal working hours will be at the cost of the subcontractor.

(b) The Subcontractor accepts:

- (i) the Construction Site; and
- (ii) any structures or other things on, above or adjacent to, or under the surface of, the Construction Site in their present condition subject to all defects and Site Conditions and agrees that it is responsible for, and assumes the risk of:
  - (A) all Loss, delay, or disruption it suffers or incurs; and
  - (B) any adverse effect on the Work under the Subcontract,arising out of, or in any way in connection with the Site Conditions encountered in performing the Work under the Subcontract.

**7 WARRANTIES**

Without limiting any other provision of the Subcontract, the Subcontractor warrants that:

(a) all plant, equipment, materials, goods, items, and other things supplied, and all work and services performed under the Subcontract will comply with the Subcontract (including any specified performance requirements), be free from Defects, will comply with all warranties implied at law and will be fit for their intended purposes.

(b) unless otherwise specified in the Subcontract, all plant, equipment, materials, goods, items, and other things supplied under the Subcontract will be new, and will be installed, tested and commissioned / completed at the cost of the sub-contractor, if there is a material issue the costs associated with the removal, cleaning, re-installation, commissioning of the material to the required standard / performance will be at the cost of the sub-contractor, this includes any additional items that may be required for example traffic control, crane movements, specific permits etc.

(c) all plant, equipment, materials, goods, items, and other things supplied under the Subcontract, and the Subcontract Works, are free, and will remain free, of all liens, charges, and encumbrances and that the Contractor will receive good and clear title to all those things; and

(d) it will in the performance of the Work under the Subcontract, exercise the standard of care, skill, judgment, and diligence that would be expected of a contractor that is skilled and experienced in performing work of a nature similar to the Work under the Subcontract. Refer to the Schedule of Warranties Table for specific terms and conditions set within the warranty of this agreement.

**8 RESOURCES**

The Subcontractor must:

(a) provide sufficient and suitable resources (including materials, plant, equipment, supervision, and labour) to perform the Work under the Subcontract in a proper and workmanlike manner with due diligence and expedition and in accordance with the Subcontract; and

(b) ensure that only persons who are careful, skilled, experienced, and qualified in their respective trades and callings are employed in connection with the Work under the Subcontract and that they hold all certificates and licences required by law in order for them to perform the relevant Work under the Subcontract.

**9 INTEGRATION**

**9.1 GENERAL**

The Subcontractor must:

- (i) promptly provide all information that the Contractor may require regarding the performance of the Work under the Subcontract, including the preferred sequence and interface of activities, details of proposed labour resources, plant, equipment, materials, goods, and all other matters relevant to the Work under the Subcontract.
- (ii) except where the Subcontract states the required times, give reasonable advance notice in writing to the Contractor of when the Subcontractor reasonably requires from the Contractor any information, plant, equipment, materials, goods, items, or other things that the Contractor is required under the Subcontract to provide to the Subcontractor.
- (iii) comply with any directions that the Contractor gives for the co-ordination and integration of the Work under the Subcontract with the work of the Contractor and other contractors.
- (iv) comply with the Contractor's control policies and procedures for the Construction Site and activities on the Construction Site and actively co-operate with the Contractor and other contractors on a day-by-day basis so that all facets of the work at the Construction, can progress in an efficient, effective and orderly manner concurrently with the performance with the Work under the Subcontract.
- (v) attend meetings as required by the Contractor.
- (vi) without limiting any other provision in this clause 9 or the Subcontract:
  - (A) not restrict access to the Contractor or other contractors or the Head Contractor to any part of the Construction Site.
  - (B) rectify any damage to any land, buildings, watercourses, infrastructure, improvements or other structures adjoining the Construction Site or to any roadways, which occurs as a result of the performance of the Work under the Subcontract (and, without prejudice to any other right the Contractor may have, if the Subcontractor fails to complete the required rectification promptly, the Contractor may perform the work itself or by other means, in which case the cost thereof will be valued, and the Subcontract Sum adjusted; and

(C) comply with the Subcontractor's obligations at law regarding nuisance, disturbance, interference or annoyance to third parties including the owners and occupiers of adjoining properties.

(b) The Work under the Subcontract will be performed concurrently with and in interface with work by the Contractor, other contractors, and the Head Contractor, and the Subcontractor is deemed to have allowed for working in such conditions.

(c) For the purposes of clause 9.1(b), the Subcontractor will not be entitled to make, and the Contractor, other contractors and the Head Contractor will not be liable upon, any Claim arising out of or in any way in connection with that clause.

(d) Where the Subcontractor is required to perform Work under the Subcontract upon works prepared by the Contractor, other contractors, or the Head Contractor, before commencing that work, the Subcontractor must ensure that the other works are suitable in all respects for the proper performance of the Work under the Subcontract. If the Subcontractor considers that the other works are not suitable for this purpose, it must notify the Contractor in writing and seek instructions before commencing the relevant Work under the Subcontract.

## 9.2 MANAGEMENT OF OTHER AFFECTED PARTIES

The Subcontractor must, in carrying out the Work under the Subcontract do all things necessary to minimise the disturbance, nuisance or inconvenience to the occupants of land adjoining the Construction Site or located in the vicinity of the Construction Site.

## 10 LEGISLATIVE REQUIREMENTS & RELEVANT STANDARDS & CODES

### 10.1 LEGISLATIVE REQUIREMENTS

The Subcontractor must:

(a) in carrying out the Work under the Subcontract, comply with and

(b) ensure that its Related Parties, in carrying out the Work under the Subcontract, comply with; and

(c) ensure that, at Completion, the Subcontract Works comply with and are capable of continuing to comply with, all:

(i) applicable Laws, including any change in Law after the Date of the Subcontract; and

(ii) any other requirements set out in Clause 29,

and must not engage in and must ensure that its Related Parties in carrying out the Work under the Subcontract do not engage in, any fraud, bribery, or corruption.

### 10.2 CODES AND STANDARDS, POLICIES, PROCEDURES AND GUIDELINES, AND OTHER REQUIREMENTS

The Subcontractor must ensure that:

(i) the Subcontractor and its Related Parties.

(ii) any Secondary Subcontractors and other contractors, subcontractors, Consultants and Suppliers engaged by or on behalf of the Subcontract for the purposes of anything relating to or in connection with the Work under the Subcontract, including where relevant, the contracts with any such parties; and

(iii) the Work under the Subcontract

comply with the requirements of all Codes and Standards, Policies and Procedures, and other requirements current at the Date of the Subcontract.

### 10.3 PROPORTIONATE LIABILITY SCHEME

To the extent permitted by law, it is agreed that:

(a) Part 4 of the Civil Liability Act 2002 (NSW) (and any equivalent statutory provision in any other state, territory or the Commonwealth) (Proportionate Liability Legislation) is excluded in relation to all and any rights, obligations and liabilities of either party under the Subcontract whether such rights, obligations or liabilities are sought to be enforced in contract, tort (including negligence) or otherwise (and without limiting this clause 10.3(a)(i), the parties agree that their rights, obligations and liabilities under the Subcontract with respect to proportionate liability are as specified in the Subcontract and not otherwise whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort (including negligence) or otherwise);

(ii) the Subcontractor must not seek to apply the provisions of the Proportionate Liability Legislation in relation to any claim by the Contractor against the Subcontractor, whether in contract, tort (including negligence) or otherwise; and

(iii) if any of the provisions of the Proportionate Liability Legislation are applied to any claim by the Contractor against the Subcontractor, whether in contract, tort (including negligence) or otherwise, the Subcontractor will indemnify the Contractor against any cost, expense, loss and damages that forms part of a claim by the Contractor against the Subcontractor that the Contractor is not able to recover from the Subcontractor because of the operation of the Proportionate Liability Legislation.

(b) The Subcontractor must ensure that all policies of insurance covering third party liability that it is required by the Subcontract to effect or maintain, cover the Subcontractor for potential liability to the Contractor assumed by reason of the exclusion of the Proportionate Liability Legislation.

(c) The Subcontractor must:

(i) in any contract that it enters into with a Secondary Subcontractor for the carrying out of design activities in connection with the Work under the Subcontract, include a term that (to the extent permitted by Law) excludes the application of Part of the Civil Liability Act 2002 (NSW) in relation to all and any rights, obligations or Liabilities of any party under or in any way in connection with such contract, whether such rights, obligations or Liabilities are sought to be enforced by a claim in contract, tort or otherwise; and

(ii) in any contract with it enters into with a Secondary Subcontractor for the carrying out of Work under the Subcontract, that is not covered by clause 10.3(c)(i), use reasonable endeavours to include a term that (to the extent permitted by Law) excludes the application of Part 4 of the Civil Liability Act 2002 (NSW) in relation to all and any rights, obligations or Liabilities of either party under or in any way in connection with such contract, whether such rights, obligations or Liabilities are sought to be enforced by a claim in contract, tort or otherwise.

## 11 CARE OF THE WORK UNDER THE SUBCONTRACT & REINSTATEMENT

(a) The Subcontractor is responsible for the care of the Subcontract Works until Completion of the Subcontract Works is achieved and thereafter for the care of outstanding work and items to be removed from the Construction Site and for any damage caused by the Subcontractor in the course of completing its obligations under the Subcontract.

(b) If loss or damage occurs to the Work under the Subcontract while the Subcontractor is responsible for its care, the Subcontractor must promptly make good the loss or damage and in doing so must:

(i) unless the Contractor directs otherwise, take immediate steps to clear any debris and begin initial work to repair or replace (or both) the loss or damage; and

(ii) consult with the Contractor to agree on steps to be taken to ensure:

(A) minimal impact to the work of the Contractor and other contractors.

(B) if any part of the Project is operating minimal impact to that operation; and

(C) to the greatest extent possible, that the Contractor and the Subcontractor can continue to comply with their respective obligations under the Subcontract and otherwise.

**12 DAMAGE TO PERSONS & PROPERTY**

(a) The Subcontractor indemnifies the Main & Head Contractor against:

- (i) loss of or damage to property of the Contractor and loss of or damage to property of the Head Contractor (including property in or upon which the Work under the Subcontract is being performed, but not including property for the care of which the Subcontractor is responsible under clause 11(a)); and
- (ii) actions, claims, demands or proceedings by any person against the Contractor or any liability the Contractor may have, in respect of personal injury or death or loss of or damage to any property, arising out of or as a consequence of the performance by the Subcontractor of the Work under the Subcontract, but the Subcontractor's liability to indemnify the Contractor will be reduced proportionately to the extent that an act or omission of the Contractor contributes to the loss, damage, death or injury.

(b) Clause 12(a) does not apply to damage that is the unavoidable result of the construction of the Subcontract Works in accordance with the Subcontract.

(c) If urgent action is necessary to protect people, the Subcontract Works, other Work under the Subcontract or other property, and the Subcontractor fails to take such action, the Contractor may take the necessary action (by itself or by other means). If the action taken by the Contractor is action which the Subcontractor should have taken at the Subcontractor's expense, the cost incurred by the Contractor in taking such action instead of the Subcontractor will be valued, and the Subcontractor Sum adjusted.

(d) If time permits, the Contractor must give the Subcontractor prior written notice of the Contractor's intention to take action under clause 12(c).

**13 INSURANCE**

**13.1 WORKS INSURANCE**

If stipulated in Clause 29, the Subcontractor must affect a policy of works insurance in the joint names of the Main & Head Contractor, the Contractor, the Subcontractor and Secondary Subcontractors insuring the Work under the Subcontract (excluding the Subcontractor's Plant but including outstanding work and items to be removed from the Construction Site) against loss or damage. The insurance policy must:

- (a) provide cover for not less than the amount stated in Clause 29; and
- (b) be maintained until the Subcontractor ceases to be responsible under clause 11 for the care of anything.

**13.2 PUBLIC LIABILITY INSURANCE**

If stipulated in Clause 29, the Subcontractor must effect a policy of public liability insurance in the joint names of the Main & Head Contractor, the Contractor, the Subcontractor and Secondary Subcontractors to cover their respective rights and interests and liabilities to third parties and their liability to each other for loss or damage to property (other than property required to be insured under a policy of insurance under clause 13.1) and the death of or injury to any person (other than liability which applicable law requires to be covered under a workers' compensation insurance policy). The insurance policy must:

- (a) provide cover of not less than the amount stated in Clause 29 for any one occurrence; and
- (b) be maintained until the end of the Defects Liability Period (or if there is more than one Defects Liability Period, until the end of the last one to expire).

**13.3 INSURANCE OF SUBCONTRACTOR'S PLANT**

If stipulated in Clause 29, the Subcontractor must ensure that, at all times, the Subcontractor's Plant is insured to provide cover:

- (a) against loss or damage for its replacement value.
- (b) for not less than the amount stated in Clause 29 for loss or damage to property and death or injury to any person; and
- (c) be maintained until the end of the Defects Liability Period (or if there is more than one Defects Liability Period, until the end of the last one to expire).

**13.4 COMPREHENSIVE MOTOR VEHICLE INSURANCE**

If stipulated in Clause 29, the Subcontractor must affect and maintain a policy for comprehensive motor vehicle insurance in the joint names of the Main & Head Contractor, the Contractor, the Subcontractor and Secondary Subcontractors for their respective rights and interests to cover their liabilities to third parties in connection with the use of each motor vehicle in relation to the Subcontract. The insurance policy must:

- (a) provide cover of not less than the amount stated in Clause 29 and,
- (b) be maintained until the end of the Defects Liability Period (or if there is more than one Defects Liability Period, until the end of the last one to expire).

**13.5 WORKERS COMPENSATION**

(a) Where permitted by laws, the Subcontractor must insure against liability at law for death or injury to persons employed by the Subcontractor. The insurance must be:

- (i) for the maximum amount available at law; and
- (ii) maintained until all Work under the Subcontract is completed.

(b) The Subcontractor must ensure that:

- (i) where permitted by law, the insurance requires by clause 13.5(a) extends to provide indemnity to the Main & Head Contractor and the Contractor for their respective statutory liability to the Subcontractor's employees; and
- (ii) each Secondary Subcontractor and lower tier subcontractor have similar insurance (unless clause 13.5(c) applies).

(c) If a Secondary Subcontractor or lower tier subcontractor is a sole trader then the Subcontract must ensure that the Secondary Subcontractor or lower tier subcontractor, as applicable:

- (i) has in place a personal accident and sickness policy of insurance on such terms and in such amount as is reasonably acceptable to the Contractor; and
- (ii) does not subcontract any work or services to be performed on the Construction Site.

**13.6 PROFESSIONAL INDEMNITY INSURANCE**

If stipulated in Clause 29, the Subcontractor must:

- (a) effect a policy of professional indemnity insurance to cover liability for breach of professional duty (whether owed in contract or otherwise) by the Subcontractor or any Secondary Subcontractors in performing the Work under the Subcontract. The insurance policy must:
  - (i) provide cover of not less than the amount stated in Clause 29 for any one claim and in the aggregate; and
  - (ii) be maintained until the end of the Defects Liability Period (or if there is more than one Defects Liability Period, until the end of the last one to expire) and thereafter for the duration of the Subcontractor's potential liability at law; and
- (b) ensure that every Secondary Subcontractor is separately insured for professional indemnity with cover not less than the amount stated in Clause 29, for any one claim and in the aggregate. Each such policy must be maintained until the end of the Defects Liability Period (or if there is more than one

Defects Liability Period, until the end of the last one to expire) and thereafter for the duration of the Secondary Subcontractor's potential liability at law.

**14 GENERAL INSURANCE REQUIREMENTS**

(a) Each insurance policy that the Subcontractor is required to affect.

- (i) must be affected before commencing the Work under the Subcontract,
- (ii) must be with a reputable insurer or insurers having a financial strength rating equal to or better than a Standard and Poor's A minus rating; and
- (iii) where the insurance is required to be in joint names, must include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any persons comprising the insured, and the Subcontractor must pay all premiums for such insurances and must bear the cost of any excesses and deductibles under those insurances and be responsible for any loss or damage not covered by those insurances.

(b) Whenever requested by the Contractor, the Subcontractor must produce evidence to the satisfaction of the Contractor that it has complied with all of its insurance obligations under the Subcontract.

(c) The Subcontractor must provide copies of the policies of insurance taken out by the Subcontractor under clause 13.

(d) Neither the effecting nor the maintenance of insurance by the Subcontractor, Contractor, and/or Main / Head Contractor, nor the approval of any insurer or insurance policy by the Contractor, limits any obligations or liabilities of the Subcontractor under the Subcontract or otherwise at law.

(e) The Subcontractor must:

- (i) not do or omit to anything whereby any insurance coverage required by the Subcontract might be prejudiced.
- (ii) if necessary, rectify anything which might prejudice any insurance.
- (iii) not cancel, vary, or allow an insurance policy to lapse without the prior written consent of the Contractor.
- (iv) reinstate an insurance policy if it lapses.
- (v) give full, true, and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the policy.
- (vi) ensure that any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy.
- (vii) ensure that any insurance required to provide coverage to subcontractors acknowledges that the same coverage applies to Suppliers and Consultants,
- (viii) ensure that a notice to the insurer by one insured will be deemed to be notice by all insured parties,
- (ix) require the insured to notify the Contractor (other than in relation to workers compensation and personal accident) at the same time as the insured receives or gives any notice concerning the policy, and at least 7 days before any proposed cancellation of a policy,
- (x) ensure that a notice of claim given to the insurer by the Main & Head Contractor, the Contractor, the Subcontractor or a subcontractor, a Supplier, or a Consultant will be accepted by the insurer as a notice of claim given by all of the insured; and
- (xi) ensure that each policy required to be affected and maintained under the Subcontract, under its subcontracts or agreements with Suppliers and Consultants is in effect for the relevant period specified in the Subcontract.

(f) The Subcontractor must obtain the written approval of the Contractor for all insurers and for the terms and conditions of the policies it is required to maintain under the Subcontract.

(g) The Contractor is not required to make any payment under the Subcontract to the Subcontractor unless the Subcontractor has complied with and continues to comply with clauses 14(b), 14(c), and 14(f).

(h) If the Subcontractor fails to comply with clauses 13, 14(b), 14(c), and 14(e), where possible, the Contractor may affect and maintain that insurance and pay the necessary premiums. The Contractor may recover from the Subcontractor the cost of the premiums and the Contractor's reasonable costs of effecting and maintaining the insurance as a deduction from the Subcontract Sum.

(i) The Subcontractor must, as soon as practicable, inform the Contractor in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by the Subcontract and must ensure that the Contractor is kept fully informed of subsequent action and developments concerning the claim. The Subcontractor must take such steps as are necessary or appropriate to ensure that its subcontractors, Suppliers or Consultants (as applicable) take similar action to the action required to be taken by the Subcontractor under this clause 14.

- (i) if the event also constitutes an event in respect of which a claim may be made under policies of insurance required to be taken out by them.

(j) If there is a claim for significant damage or destruction, as determined by the Contractor:

- (i) all settlement amounts must be paid by the insurer directly to the Contractor,
- (ii) the Contractor may decide to have the Work under the Subcontract reinstated, or may decide not to proceed with the Work under the Subcontract, without creating any default by the Contractor under the Subcontract; and,
- (iii) the Subcontractor must reinstate the Work under the Subcontract if instructed to by the Contractor and, except as otherwise provided in the Subcontract, may only make a Subcontractor's Claim for payment for reinstatement of the Work under the Subcontract up to the relevant amount of any insurance settlement.

(k) The requirements for insurance to be affected and maintained do not affect or limit the Subcontractor's liabilities or other obligations under the Subcontract.

**15 SERVICES, FACILITIES & RUBBISH**

**15.1 SERVICES & FACILITIES**

(a) Except for those services and facilities that the Contractor is required to provide as stated in the Clause 29, the Subcontractor must provide all services and facilities necessary for the performance of the Work under the Subcontract and must keep them maintained in excellent condition.

**15.2 RUBBISH**

(a) The Subcontractor must:

- (i) regularly remove all its rubbish from the Construction Site or, if so, directed by the Contractor, to designated areas on the Construction Site; and
- (ii) upon achieving Completion, leave its work areas on the Construction Site in a clean and tidy condition.

**16 SUBCONTRACTOR'S PLANT**

The Subcontractor acknowledges and agrees that in respect of the Subcontractor's Plant:

- (a) it is responsible for the care of the Subcontractor's Plant,
- (b) it must ensure that the Subcontractor's Plant:

- (i) is in accordance with the manufacturer's specifications, in good repair, fit for purpose and, where relevant, suitably licensed for operation and registered with any relevant Authorities;
- (ii) is properly maintained and repaired (as necessary) so that it is available to operate or use in an efficient, effective, and safe manner at all times; and
- (iii) is used only for the purpose for which it was designed.

**17 DIRECTIONS & DEALINGS WITH OTHERS**

The Subcontractor must comply with the Contractor's directions. The Subcontractor must not:

- (a) deal directly with or comply with the directions of:
  - (i) the Main & Head Contractor or the Main / Head Contractor's Representative or
  - (ii) other contractors or third parties (including design consultants) or
- (b) attend meetings with Authorities, the Main & Head Contractor or other third parties, without the prior written consent of the Contractor. If the Subcontractor attends any meetings with Authorities, the Main & Head Contractor or other third parties, it must provide to the Contractor written reports of all such meetings and copies of any relevant correspondence, minutes and the like.

**18 WORK HEALTH & SAFETY**

**18.1** In performing its obligations under this Subcontract, the Subcontractor must comply with, and ensure that all persons for whom it is responsible, comply with:

- (a) WHS Legislation,
- (b) Contractor's Safety Management Procedures as listed in Clause 29 and,
- (c) any other work health and safety requirements set out in this Subcontract.

**18.2** If the Subcontractor fails to comply with an obligation under clause 18.1, Contractor may perform or have the obligation performed on the Subcontractor's behalf and recover from the Subcontractor the costs and expenses incurred as a debt.

**18.3** In the event that the Contractor or its Related Parties discover a non-compliance with or breach of clause 18.1, the Contractor may immediately suspend the work associated with the non-compliance or breach until the Contractor is satisfied that the Site is made safe, the unsafe practice removed (including personnel) or the breach rectified. All direct costs under this clause 18.3 will be borne by the Subcontractor.

**19 COMMENCEMENT AND COMPLETION**

**19.3 TIME FOR COMMENCEMENT AND COMPLETION**

Upon issue of a Purchase Order for the works the sub-contractor shall,

- (a) The Subcontractor must:
  - (i) commence any off-site work promptly,
  - (ii) commence work on the Construction Site on the Date for Commencement on Site, unless the Contractor agrees to a request from the Subcontractor to commence within such period thereafter; and
  - (iii) regularly and diligently progress the Work under the Subcontract.
- (b) The Subcontractor must bring the Work under the Subcontract to Completion by the Date for Completion and must employ sufficient resources to achieve this requirement.

**19.2 SEPARABLE PORTIONS**

(a) Where there are Separable Portions under the Contract:

- (i) the Subcontractor must bring each Separable Portion to Completion by the relevant Date for Completion; and
- (ii) the interpretations of:
  - A. Date for Commencement on Site,
  - B. Date for Completion,
  - C. Date of Completion,
  - D. Completion,
  - E. Defect; and
  - F. Defects Liability Period.

and clauses 11, 19, 20, and 25 will apply separately to each Separable Portion and references therein to the Works and to Work under the Subcontract will be taken to mean so much of the Works and the Work under the Subcontract as is comprised in the relevant Separable Portion.

**20 DELAY & ACCELERATION**

**20.1 NOTICE OF INABILITY TO ACHIEVE COMPLETION ON TIME**

The Subcontractor must as soon as it becomes aware that it may be unable to achieve Completion by the Date for Completion, provide to the Contractor a written report setting out:

- (a) details of the delay that will preclude the Subcontractor from achieving Completion by the Date for Completion,
- (b) measure which are available to the Subcontractor to overcome or reduce the delay,
- (c) measure which have been taken to overcome or reduce the delay;
- (d) any proposal to accelerate and,
- (e) the date by which the Subcontractor believes it will achieve Completion.

**20.2 COMMON LAW DAMAGES**

The Subcontractor agrees that the Contractor will be entitled to recover common law damages as a result of the Subcontractor failing to achieve Completion by the Date for Completion.

**21 SUSPENSION**

- (a) The Contractor may instruct the Subcontract to suspend the Work under the Subcontract, and the Subcontractor must comply.
- (b) The Subcontractor must resume carrying out the Work under the Subcontract when instructed to by the Contractor.
- (c) The Contractor is not liable for any costs associated with a suspension instructed pursuant to this clause or otherwise.

**22 VARIATIONS**

The Contractor may instruct a Variation in writing and the Subcontractor must comply.

- (a) Unless instructed otherwise by the Contractor, the Subcontractor must not start carrying out a Variation until its effect on the performance of the Work under the Subcontract is agreed in writing or, if it has not been agreed, the necessary adjustments have been determined or assessed.

- (b) The Subcontractor shall vary the Subcontract Works as directed in writing by the Main Contractor. For clarity, variations may include additions, deletions or other modifications to character, quality, quantity, method, sequencing or timing of Subcontract Works. The value of a variation and any impact Date for Completion or otherwise on the Construction Program, if any, shall be agreed between the parties, and the Contract Price, Date for Completion and Construction Program shall be adjusted accordingly. All variations are paid on account and may be adjusted once full pricing is known or items have presented in full on completion of the variation and/or contract works including through the defects liability period. Any adjustment will be made and issued through the payment claim for the works being undertaken by the sub-contractor.
- (c) Any claim for variation must be made by the Subcontractor in writing within 5 Business Days of the variation Subcontract Works being directed or the Subcontractor shall forfeit all rights to claim for additional money or additional time. If the parties are unable to agree the value then the Main Contractor may, at its absolute discretion, instruct the Subcontractor to proceed with the varied work, and the valuation thereof shall be reasonably determined by the Main Contractor, or the Main Contractor may arrange for that portion of the Subcontract Works which is the subject of, or affected by, the variation to be done by others in which case the Main Contractor may reasonably determine a deduction from the Subcontract Amount attributable to the reduction in scope of Subcontract Works and the Subcontractor shall have no claim whatsoever in respect of such omissions from the Works.

## **23 PAYMENT CLAIMS**

### **23.1 PAYMENT CLAIMS**

- (a) Unless otherwise specified in the Subcontract, the Subcontractor must submit a Payment Claim each month on the date specified in Clause 29 for the value of work actually performed by the Subcontractor up to that date calculated in accordance with the purchase order.
- (b) If the Subcontractor submits a Payment Claim earlier than the relevant time, that Payment Claim will not be taken to have been submitted until the relevant time, and the early submission of the Payment Claim will not require the Contractor to make a determination or payment in respect of that Payment Claim any earlier than would have been the case if the Subcontractor had actually submitted the payment claim at the relevant time.
- (c) The Subcontractor must submit Payment Claims in the form directed by the Contractor's Representative.
- (d) A Payment Claim must:
  - (i) identify the work and Materials to which the Payment Claim relates.
  - (ii) state the value of that work and those Materials.
  - (iii) identify and state the amount the Subcontractor claims for any other Claim that the Contractor has agreed or is required to pay under any provision of the Subcontract; and
  - (iv) state that it is made under the SOP Act.
- (e) Payment Claims must be accompanied by:
  - (i) all relevant calculations.
  - (ii) completed and true subcontractor's statement and statutory declaration, both executed on the date of the Payment Claim.
  - (iii) Conformance Records showing conformance with particular requirements of the Subcontract, as provided in the Subcontract, signed by the Subcontractor and also by any Consultants involved in the work, verifying that all work that has been done with Materials that have been supplied are in accordance with the Subcontract; and
  - (iv) any other information specified in the Subcontract or otherwise directed by the Contractor.
- (f) Payment Claims must not include amounts for Materials not yet incorporated into the Subcontract Works unless the following conditions are satisfied:
  - (i) prior to the Subcontractor giving the Payment Claim, the Contractor agrees in writing to pay the Subcontractor for Materials not yet incorporated into the Subcontract Works.
  - (ii) the Subcontractor provides a detailed Clause 29 of the specified Materials and evidence that the Materials are marked in the name of the Contractor and are insured for their full value, no later than 14 days before submitting the Payment Claim.
  - (iii) prior to submitting the Payment Claim, the Subcontractor provides an undertaking to the Contractor equal to the amount to be included in the Payment Claim for the specified Materials not yet incorporated into the Subcontract Works.
  - (iv) the only unfixed Materials included in the valuation are those that have become or, on payment for Materials still unfixed, will become, the property of the Contractor free of any Encumbrance.
  - (v) the Subcontractor provides to the Contractor evidence of the Subcontractor's ownership; and
  - (vi) for any such Materials imported or to be imported into Australia, the Subcontractor has given the Contractor a clean on-board bill of lading for the Materials, drawn or endorsed to the order of the Contractor, appropriate insurance certificates and a Customs invoice for the Materials.
- (g) The Subcontractor warrants for itself and for and on behalf of its contractors and Suppliers that no Encumbrance exists over any Materials incorporated into the Subcontract Works by or on behalf of the Subcontractor.
- (h) If the Subcontract or the Subcontractor's employment under the Subcontract is terminated by the Contractor, the Subcontractor must ensure that the Contractor, in respect of any unfixed Materials for which payment has been made or which have been appropriated to the Subcontract, may enter upon any premises where the Materials are stored and take possession of those Materials.

### **23.2 PAYMENTS**

- (a) The Main Contractor shall at the frequencies stated in the Subcontract Particulars and upon receipt of a detailed payment claim in a form satisfactory to the Main Contractor determine the amount to be paid to the Subcontractor and shall make payment to the Subcontractor within the payment period specified in the purchase order following receipt of a conforming, original payment claim with all associated, required & requested documentation. Payment claims should at the very least include documents and other information specified in the Special Conditions Table.
- (b) The Main Contractor may revise any previous determination, and in its absolute discretion elect that any repayment from or additional payment to the Subcontractor be immediately payable or an adjustment to any future payment under the Subcontract. Any items not expressly mentioned in the Subcontract, but which are necessary for the satisfactory completion and performance of the Subcontract Works must be undertaken by the Subcontractor without adjustment to the Subcontract Amount. The Subcontractor shall pay to the Main Contractor liquidated damages for the Subcontract Works under the Subcontract as stated within the Special Conditions Table for every day after the Date for Completion to and including the earliest of the date the Subcontractor achieves Completion or termination of the Subcontract.
- (c) In addition to the liquidated damages in this clause, if as a consequence of any breach of the Subcontract by the Subcontractor, or any act, omission or default by the Subcontractor under or arising out of, or in connection with, the Subcontract or the Subcontract Works, the Main Contractor or the

Principal or both suffers or incurs any costs, loss, expense or damages, the Subcontractor must indemnify both the Main Contractor and the Principal against the cost, loss expense or damage, and will pay or allow to pay the Main Contractor the full amount of the cost, loss, expense or damage incurred or which the Main Contractor or Principal anticipates it will incur as a result of the breach, act, omission or default.

(d) As security for performance by the Subcontractor of its obligations, the Main Contractor shall retain an amount from the monies becoming due hereunder at the rate of 10% of each such amount to a maximum of 5% of the Subcontract Amount. The Main Contractor may release one half of the monies so retained on receipt from the Principal of a Certificate of Completion for the last stage of the Subcontract Works, and the balance shall be released at the end of the Defects Liability Period.

(e) The Subcontractor shall pay the rates of wages and observe and comply with the conditions that are provided for in the relevant award or industrial agreement as applicable to the Subcontract Works. As a condition precedent to payment the Subcontractor may be required by the Main Contractor to furnish the Main Contractor with a statutory declaration (as per the Main Contractor proforma) signed by a director, and a Subcontractor Statement stating, among other things, that:

- I. its employees' wages in connection with the Subcontract Works have been duly paid;
- II. it is a registered employer in accordance with the applicable Income Tax Assessment Act, as amended from time to time, and that all deductions from employees' wages in compliance with that registration have been remitted to the Taxation Commissioner by the due date, and,
- III. all other employee entitlements have been provided.

(f) Without limiting the Main Contractor's right under any other provisions of the Subcontract, any debt due from the Subcontractor to the Main Contractor may be deducted by the Main Contractor from any retention monies or security held by the Main Contractor or from any monies which may be or thereafter become payable to the Subcontractor by the Main Contractor, and if such monies are insufficient for this purpose, then the deficiency may be recovered as a debt due and owing by the Subcontractor to the Main Contractor.

(g) Failure to comply with the requirements of clause 15 may result in progress payments being withheld until the failure is rectified. Alternatively, the Main Contractor may affect the stipulated insurances on behalf of the Subcontractor and the costs incurred shall be deemed to be a debt due by the Subcontractor to the Main Contractor and may be recovered pursuant to the above statement.

(h) A Payment Schedule must:

- (i) identify the Payment Claim to which it relates,
- (ii) indicate the amount of the payment (if any) that the Contractor proposes to make as the Scheduled Amount; and
- (iii) if the Scheduled Amount is less than the Claimed Amount (excluding payments already made), indicate why it is less and (if it is less because the Contractor is withholding payment for any reason), the Contractor's reasons for withholding payment.

(i) The Contractor must pay the Subcontractor the Scheduled Amount within the period of time set out in Clause 29 after being served with the Payment Claim.

(j) Unless the parties agree on another method, all payments to the Subcontractor must be made by electronic funds transfer to the Subcontractor's account specified in the relevant Payment Claim Worksheet provided by the Subcontractor.

(k) Payment by the Contractor is payment on account only and is not evidence that the Contractor accepts the value, quantity or quality of work or that the Subcontractor has complied with the Subcontract or that the Subcontractor has any particular entitlement. Payments made by the Contractor do not affect or prejudice any of the Contractor's rights, power, remedies, or defences and are subject to review as permitted by the Subcontract (including by litigation).

### 23.3 FINAL PAYMENT

(a) The Subcontractor must submit a Final Payment Claim within 10 weeks after achieving Completion of the whole of the Work under the Subcontract. The Final Payment Claim must:

- (i) include all monies that the Subcontractor considers are outstanding whether under the Subcontract or otherwise in respect of any fact, matter or thing arising out of or in connection with the Work under the Subcontract or the Subcontract, including any Claim not previously claimed in a Payment Claim; and
- (ii) be endorsed 'Final Payment Claim'.

(b) No claim other than a claim which is included in the Final Payment Claim may thereafter be made by the Subcontractor against the Contractor and the Subcontractor releases the Contractor from all such claims on any account whatsoever under or in relation to the Subcontract.

(c) Within 10 Business Days after receiving the Final Payment Claim or, if the Subcontractor has not submitted a Final Payment Claim, within 15 weeks after the Work under the Subcontract reaches Completion, the Contractor must provide a Final Payment Schedule to the Subcontractor.

(d) The Final Payment Schedule must state the amount that the Contractor claims the Subcontractor must pay to the Contractor, or the amount that the Contractor must pay to the Subcontractor, as the case may be, and include the basis of calculation of those amounts.

(e) If the Final Payment Schedule states an amount as being due from the Subcontractor to the Contractor, that amount must be paid by the Subcontract within 14 days after the date of the Final Payment Schedule.

(f) If the Final Payment Schedule states an amount as being due from Contractor to the Subcontractor, that amount shall be paid in accordance with clauses 4.2, 4.3, and 4.4.

### 23.4 SET-OFF

(a) If the Contractor claims a sum in connection with the Subcontract or any other contract between the Contractor and the Subcontractor, the Contractor may withhold, deduct or set off the claimed sum against any amount to which the Subcontractor is otherwise entitled in connection with the Subcontract.

### 23.5 SECURITY OF PAYMENT ACT

(a) The Contractor may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Contractor pursuant to Division 2A of the Building and Construction Industry Security of Payment Act 1999 (NSW) ("SOP Act").

(b) If the Contractor withhold from money otherwise due to the Subcontractor any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Contractor pursuant to Division 2A of the SOP Act, then:

- (i) the Contractor may plead and rely upon Division 2A of the SOP Act as a defence to any Claim for the money by the Subcontractor from the Contractor; and

(ii) the period during which the Contractor retains money due to the Subcontractor pursuant to an obligation under Division 2A of the SOP Act will not be taken into account for the purpose of determining:

(A) any period for which money owed by the Contractor to the Subcontractor has been unpaid; and

(B) the date by which payment of money owed by the Contractor to the Subcontractor must be made.

(c) The Subcontractor agrees not to commence proceedings to recover any amount withheld by the Contractor pursuant to a payment withholding request served on the Contractor in accordance with Division 2A of the SOP Act.

(d) Any amount paid by the Contractor pursuant of section 26C of the SOP Act will be a debt due from the Subcontractor to the Contractor.

(e) If the Contractor withholds money pursuant to a payment withholding request served on the Contractor pursuant to Division 2A of the SOP Act and the Subcontractor:

(i) pays the amount claimed to be due under an adjudication application to which the payment withholding request relates; or

(ii) becomes aware that an adjudication application to which the payment withholding request relates has been withdrawn, then the Subcontractor must so notify the Contractor within 5 days of the occurrence of the event in clause 23.5(e)(i) or 23.5(e)(ii) (as applicable) by providing to the Contractor a statement in writing in the form of a statutory declaration together with such other evidence as the Contractor may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

## 24 GOODS & SERVICES TAX

### 24.1 DEFINITIONS

In this clause:

(a) The expressions '**adjustment note**', '**consideration**', '**Goods and Services Tax**', '**GST**', '**input tax credit**', '**recipient**', '**supply**', '**tax invoice**', and '**taxable supply**' have the meanings given in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* ("GST Act");

(b) Other terms used that are defined in the GST Act have the same meanings in this clause; and

(c) The expression 'net dollar margin' has the meaning given in the guidelines issued by the Australian Competition and Consumer Commission.

### 24.2 GENERAL

(a) Each party acknowledges and warrants that at the time of entering into the Subcontract, it is registered for GST, and it must:

(i) promptly provide written evidence of its GST registration if so, requested by the other party,

(ii) indemnify the other party against any loss that may arise from it not being registered for GST,

(iii) promptly notify the other party in writing if it ceases to be registered for GST.

(b) Unless otherwise expressly stated in the Subcontract, all prices, rates, or other sums payable or for which payment is to be made under or in accordance with the Subcontract, include an amount for GST.

(c) No additional amount on account of GST is payable by a party who receives a taxable supply under or in connection with the Subcontract. All amounts payable reflect the GST-inclusive market value of the taxable supply.

### 24.3 OPERATION

(a) As a condition precedent to any amount on account of GST being due from the recipient to the party making the supply (Supplier) in respect of a taxable supply, the Supplier must provide a tax invoice to the recipient in respect of that supply.

(b) If the amount paid to the Supplier in respect of GST:

(i) is more than the GST on the supply, then the recipient shall refund the excess to the recipient,

(ii) is less than the GST on the supply, then the recipient shall pay the deficiency to the Supplier.

(c) Each tax invoice provided by the Subcontractor must include (in addition to any requirements of the GST Act) the following:

(i) the Contractor's reference number,

(ii) the amount due to the Subcontractor and the basis for the calculation amount,

(iii) the amount of any GST paid or payable by the Subcontractor in respect of that part of the Work under the Subcontract, which is the subject of the tax invoice,

(iv) if a discount is applicable, the discounted price; and

(v) the Subcontractor's address for payment.

(d) If there is any change in GST liability associated with any supply by the Subcontractor under this Subcontract, the consideration payable for the supply must be varied so that the Subcontractor's net dollar margin remains the same.

(e) If the Subcontract requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by the other party, the amount required to be paid, reimbursed, or contributed by the first party must be the sum of:

(i) the amount of the reimbursable expense net of input tax credits (if any) to which the other party (or its representative member) is entitled in respect of the reimbursable expense; and

(ii) to the extent that the other party's recovery from the first party is consideration for a taxable supply to the first party, any GST payable in respect of that supply.

(f) If the Contractor makes any supply to the Subcontract as a consequence of any matter arising under or in connection with this Subcontract, the Subcontractor must pay to the Contractor on demand an amount equal to any GST payable in relation to that supply.

(g) If the Subcontractor does not quote its ABN in its tender or on its Payment Claims or invoices, or the Subcontractor does not otherwise advise the Contractor of its ABN relating to the service, the Contractor will withhold tax from payments in accordance with the GST Act.

(h) Nothing in this clause requires the Contractor to pay any amount on account of a fine, penalty, interest or other amount for which the Subcontractor is liable as a consequence of failure by the Subcontractor to comply with legislation which governs GST.

## 25 DEFECTS

### 25.1 DEFECTS

(a) The Subcontractor must identify and promptly make good all Defects so that the Subcontract Works comply with the Subcontract.

(b) If any Defect exists in the Work under the Subcontract at any time (including up to the last day of the Defects Liability Period), the Contractor may issue a Defects Notice to the Subcontractor, in which case the Subcontractor must remedy the Defect at its cost.

(c) The Subcontractor must rectify any Defects with due diligence and within such times and in such circumstances as the Contractor directs (including as set out in the Defects Notice) so as to cause as little inconvenience to the Contractor, the Main & Head Contractor, and other contractors as possible.

### 25.2 NOT USED

### 25.3 COSTS ASSOCIATED WITH DEFECTS

- (a) If the Subcontractor fails to make good the Defects in the time specified in the Defects Notice, the Contractor may have the Defects made good by others and all costs, Loss, expense or damage incurred or likely to be incurred as a result will be a debt due to the Contractor and may be deducted from the Subcontract Sum.
- (b) Nothing in this clause:
  - (i) reduces the Subcontractor's warranties and other liabilities and obligations under the Subcontract; or
  - (ii) affects the Contractor's common law right to damages or any other common law right or remedy.

## **26 TERMINATION**

### **26.1 TERMINATION FOR SUBCONTRACTOR DEFAULT**

- (a) The Contractor may terminate this Subcontract if:
  - (i) a Subcontractor Default has occurred; or
  - (ii) the Subcontractor becomes Insolvent.

- (b) The Contractor's right to terminate under this clause does not limit the rights to terminate at law.

### **26.2 TERMINATION FOR CONTRACTOR DEFAULT**

The Subcontractor may terminate this Subcontract if:

- (a) a Main Contractor Default has occurred; or
- (b) the Main Contractor becomes insolvent.

### **26.3 TERMINATION FOR CONVENIENCE**

The Contractor may terminate this Subcontract for convenience by giving 5 Business Days written notice to the Subcontractor.

### **26.4 TERMINATION OF HEAD CONTRACT**

The Contractor may terminate this Subcontract if the Head Contract is terminated.

### **26.5 CONSEQUENCES OF TERMINATION**

If the Subcontract is termination subject to clause 26.3 the Contractor must pay the Subcontractor for the Works delivered by the Subcontractor up to the date the termination takes effect.

## **27 INDEMNITY AND LIABILITY**

Without limiting any other provision of the Subcontract or any other right or remedy of the Contractor, the Subcontractor indemnifies the Contractor against all actions, claims, demands and proceedings against the Contractor by any other person, and all costs, expenses, losses, damages, and other liabilities suffered or incurred by the Contractor, arising from any breach of the Subcontract by the Subcontractor.

## **28 GENERAL**

### **28.1 GOVERNING LAW AND JURISDICTION**

- (a) The Subcontract is governed by and must be construed according to the law applying in the state nominated in Clause 29.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the state nominated in Clause 29 and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to the Subcontract.

### **28.2 SUBCONTRACTOR'S LIABILITY & COSTS**

- (a) Where the Subcontractor is required under the Subcontract (whether expressly or impliedly) to perform or satisfy an obligation, to discharge a liability, to provide or supply any plant, equipment, materials, goods, items, documents, information, data, records, reports, insurance or other things or to perform or do any work (including rectification, repair, replacement or reinstatement work), services activities, tasks or other things, the Subcontractor must do so entirely at its own risk and expense, except to the extent that the Subcontract expressly provides otherwise.
- (b) The Subcontractor acknowledges and agrees that:
  - (i) its obligations and liabilities under the Subcontract remain unaffected; and
  - (ii) it will bear and continue to bear full Liability and responsibility for:
    - (A) the performance of the Work under the Subcontract in accordance with the Subcontract,
    - (B) all construction means, methods or proposed methods of work, techniques, equipment and labour levels, procedures and other matters employed or to be employed by the Subcontractor in the performance of the Work under the Subcontract; and
    - (C) any errors or omissions in, or other non-compliances with the Subcontract of, any documents or other information submitted by the Subcontractor, notwithstanding,
  - (i) any receipt, vetting or review of, or comment on, or consent to, or permission in connection with, or rejection, non-rejection or approval or certification of, or expression of satisfaction or dissatisfaction with:
    - (A) any documents or other information provided by the Subcontractor,
    - (B) any submission, proposal, plan, request, or recommendation by the Subcontractor
  - (ii) any failure by the Contractor or any other person to identify an error or omission in, or other non-compliance with, the Subcontract of:
    - (A) any document or other information provided by the Subcontractor; or
    - (B) any submission, proposal, plan, request, or recommendation by the Subcontractor.

### **28.3 OPERATION OF INDEMNITIES**

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

## **29 SPECIAL CONDITIONS**

### **29.1 PURCHASE ORDER SPECIAL CONDITIONS**

**MINOR WORKS AGREEMENT FOR ISSUED PURCHASE ORDERS  
UNDER \$250,000.00 IN VALUE FOR CALENDAR YEAR 2026**



| NO. | DESCRIPTION   | DETAIL   |
|-----|---|--|
| 1   | Contract (Clause 4)   | Contract No. CON-WMA-01_2026_R1 between CDA Group Australia Pty Ltd ABN: 58 167 210 308 and Issued Recipient of Purchase Order issued by CDA Group Australia for the works as described within the Purchase Order to be Undertaken by the Company named within the purchase order and to be completed as directed and within the terms and conditions of this contract.  |
| 2   | Head Contractor (PRINCIPAL) (Clause 1.1)                              | As advised within the issued Purchase Order for the project.   |
| 3   | Project (Clause 1.1)  | As described within the issued Purchase Order.   |
| 4   | Other Completion requirements (Clause 1.1)                            | <ul style="list-style-type: none"> <li>(a) Sediment Controls for Purchase Order Operational activities as required under the project this includes de-watering during your works, if required, dust suppression for your works, if required and road sweeping and cleaning as required and directed by head or main contractor.</li> <li>(b) Allow for site mobilisation &amp; demobilisation, including plant / equipment transportation required to complete the works.</li> <li>(c) Undertake all necessary due diligence prior to site commencement including but not limited to; Dial before you Dial assessment.</li> <li>(d) Subcontractor has satisfy themselves as to the locations of all existing services, services to be marked on ground. Subcontractor allowed to coordinate with all services subcontractors to ensure site services have been disconnected and capped prior to work commencement and will be liable for any damages caused.</li> <li>(e) The subcontractor is to allow to disconnect &amp; make safe the electrical &amp; hydraulic services prior to commencing demolition works.</li> <li>(f) The subcontractor has allowed to dispose of all waste at an authorised tipping facility. Tipping dockets to be issued to the main contractor as requested.</li> <li>(g) Subcontractor has allowed to remove all contaminated material.</li> <li>(h) CDA employees and the Head Contractor will not accept responsibility for goods delivered on behalf of Subcontractors.</li> <li>(i) The Subcontractor is responsible for all traffic control related floating in and out of plant and equipment, and any truck movements.</li> <li>(j) The subcontractor shall provide all barriers, task lighting, warning signs and the like.</li> </ul> |
| 5   | Type of contract (Clauses 1.1 and 4.3)                                | As described in the Purchase Order issued to the Sub-contractor for the projects as described on the Purchase Order.   |
| 6   | Date for Commencement on Site (Clause 1.1)                            | As described in the Purchase Order issued to the Sub-contractor for the projects as described on the Purchase Order.   |
| 7   | Date for Completion (Clause 1.1)                                      | As described in the Purchase Order issued to the Sub-contractor for the projects as described on the Purchase Order.   |
| 8   | Defects Liability Period (Clauses 1.1, 25 & Warranty Table)           | 12 months though the period for warranties for works/material will be as per the warranties table within this document.  |
| 9   | Separable Portions (Clause 19.2)                                      | As described in the Purchase Order issued to the Sub-contractor for the projects as described on the Purchase Order.   |
| 10  | Notices (Clause 2)<br>Contractor:<br><br>Subcontractor:               | <p>Address: CDA Group Australia Pty Ltd<br/>373 Yarramalong Rd, Wyong Creek NSW 2259<br/>Email Address: chad@cda-group.com.au<br/>Attention: Mr Chad Anderson</p> <p>Address: Refer to Issued Purchase Order<br/>Email Address: Refer to Issued Purchase Order<br/>Attention: Refer to Issued Purchase Order</p>   |
| 11  | Percentage for profit and overhead on provision sum items. (Clause 4) | 0%   |

| <b>NO.</b>  | <b>DESCRIPTION</b>   | <b>DETAIL</b>   |
|-------------|--|---|
| <b>12</b>   | Contractor's Authorised Representatives (Clause 5.1)       | Mr Chad Anderson<br>Director<br><a href="mailto:chad@cda-group.com.au">chad@cda-group.com.au</a><br>0430 670 979  |
| <b>13</b>   | Subcontractor's Authorised Representative (Clause 5.2)     | As described in the Purchase Order issued to the Sub-contractor for the projects as described on the Purchase Order.  |
| <b>14</b>   | Other requirements (Clause 10.1)                           | <p><b>WORK HEALTH SAFTEY, ENVIRONMENTAL &amp; QUALITY CONTROL</b></p> <p>The Subcontractor will ensure that all personnel employed or engaged by the Subcontractor are trained in the use of the Subcontractors WHS System, WHS Plan (if required) and Safe Work Method Statements and provide CDA with documentary proof that this has occurred. The WHS Plan is to include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Shall document how the Subcontractor will identify and control environmental health and safety hazards and risks inherent in its work.</li> <li>• Risk Assessments and Safe Work Method Statements</li> <li>• Nominate any Secondary Subcontractors that may be engaged</li> <li>• WHS Policy, Rehabilitation Policy, Roles and Responsibilities that are Signed off by relevant persons.</li> <li>• The sequence of WHS Management processes to be carried out (i.e. Audits, Inspection, Training etc)</li> <li>• Plant and Equipment register with maintenance / inspections nominated.</li> <li>• WHS Weekly Inspection Checklist</li> <li>• Hazard Reporting Procedure</li> <li>• Waste reduction initiatives</li> <li>• Incident Investigation</li> <li>• Toolbox talk / Record of Consultation</li> <li>• If the sub-contractor can not provide an approved WHS Plan the sub-contractor will agree to work under the CDA Group Australia WHS System and comply with the requirements contained within the plan at the cost of the sub-contractor, any costs associated with additional training and guidance may be passed onto the sub-contractor at cost + 25%.</li> <li>• The subcontractor has allowed for the development of a SWMS for the works.</li> <li>• The subcontractor has allowed for the development of a SWMS for the works.</li> <li>• Any PPE issued to the sub-contractor for works will be charged at cost +150%.</li> <li>• Regularly attend site coordination subcontractor meetings and the site to monitor the progress of works. Subcontractor to complete works according to the subcontractor contracted works programme.</li> </ul> |
| <b>15</b>   | <b>Insurance</b>   |   |
| <b>15.1</b> | <i>Works Insurance</i> (Clause 13.1)                       | Yes<br>As required for the sub-contractor   |
| <b>15.2</b> | <i>Public Liability Insurance</i> (Clause 13.2)            | Yes<br>\$20 million   |
| <b>15.2</b> | <i>Insurance for Subcontractor's Plant</i> (Clause 13.3)   | Yes<br>As required for the sub-contractor   |
| <b>15.4</b> | <i>Comprehensive Motor Vehicle Insurance</i> (clause 13.4) | Yes<br>As required for the sub-contractor   |
| <b>15.5</b> | <i>Professional Indemnity Insurance</i> (Clause 13.6)      | No<br>N/A   |
| <b>16</b>   | Services provided by Contractor. (Clauses 15.1 and 15.2)   | As described in the Purchase Order issued to the Sub-contractor for the projects as described on the Purchase Order.  |
| <b>17</b>   | Liquidated Damages (Clause 23.2)                           | \$5,500 per day unless specified otherwise within the works Purcahse Order and agreed to prior to issue of the works purchase order.  |

| NO.         | DESCRIPTION                       | DETAIL   |
|-------------|-----------------------------------|--|
| <b>18</b>   | <b>Payment Claims</b>             |  |
| <b>18.1</b> | Date for submission (Clause 23.1) | 30 (calendar) days from the end of the month in which the invoice claim is received: |
| <b>18.2</b> | Date for payment (Clause 23.2)    |  |
| <b>19</b>   | Governing law (Clause 28.1)       | NSW  |

## **29.2 WORK SCOPE**

### **1. SCOPE OF SUBCONTRACT WORKS**

Details will be specific to required actions for the project this will be detailed within the issued Purchase Order. The Subcontractor may be required submit the following deliverables for the project these will be itemised per purchase order within the required actions,

- Prior to commencement Plant Pre-Mobilisation Inspection Checklists completing form,
- Prior to commencement High Risk Safe Work Method Statements,
- Issued with Monthly claim the Monthly HSEQ Data completing form,
- Issued with Monthly claim the Monthly Waste Tracking Data completing form,
- Issued with Monthly claim the Monthly Environmental Data completing form,
- Acknowledgment of compliance to CDA Group Australia WHSEQ System and Client Specifications.

### **2. INCLUSIONS / EXCLUSIONS**

The Subcontractor will be responsible for:

- Completion of the scope of works,
- Follow all requirements for the project including site HSEQ Rules,
- Complete project inductions, take part of safety / environment inspections,
- Complete works as specified within the project drawings,

The Main Contractor CDA Group Australia Pty Ltd will be responsible for:

- Site facilities including toilets, parking and available area as agreed for meals (principal contractor is responsible)
- Communication with the principal contractor / asset managers etc.
- Issue drawings / specifications.

No works to be completed outside of scope unless prior approval given by Contractor's Representative.

### **3. PROGRAM**

Refer to issued Purchase Order for program, milestones, and other required information for the works.

### **4. SPECIFICATIONS**

The Subcontractor shall deliver the Work in accordance with the following Specifications:

Refer to the issued Purchase Order for specifications listed for the works.

## **29.3 RATES**

### **SCHEDULE OF RATES**

Refer to the Purchase Order for particular works (project) schedule of rates. All rates issued by the sub-contractor will be agreed to and will form part of the issued Purchase Order as an agreement of the schedule of rates for the works being conducted. The CON-FRM-18 Rates Approval Form must be used in conjunction with the purchase order for the project. If an approved form has not been completed or the sub-contractor has not issued rates for plant / equipment & material, then clause 22.C will be used for assessment.

### **PRICING INCLUSIONS**

- (1) The amounts stated against each Item in the above Schedule of Rates table include all labour, plant, material and/or supervision when required for the works. All labour, plant, materials, and supervision shall be suitable, experienced, qualified, and competent in executing the various works required.
- (2) The Schedule of Rates table represent the actual distribution of the anticipated costs.
- (3) All Items in the above Schedule of Rates table are inclusive of all relevant taxes (other than GST), duties and fees including customs duties, import charges and other fees.
- (4) The Subcontractor has reviewed and considered the interfaces with other contractors on site, working on similar or other packages. The Items entered into the above Schedule of Rates table are deemed to be inclusive of all costs, in particular the provision of associated works, the control and the management of interfaces.
- (5) For a Contract required to provide design services, it shall be deemed that all resources required for the management and performance of the Subcontractor's design works, e.g., shop drawings, co-ordination drawings, builder's work drawings and any other design related task, such as the review of buildability, approval procedures, participation in design and/or design co-ordination meetings, etc., are included in the rates.
- (6) Items include in the above Schedule of Rates table include compliance with the Contractor's Safety, Health, Quality and Environment policies and procedures including inductions and training course as may be required.
- (7) The Items provided in the above Schedule of Rates table are deemed to be fully inclusive of all costs, including but not limited to:
  - (a) Salaries, wages, overtime, premium payments, payroll tax, and all other taxes both local and overseas, superannuation guarantee levy, sick leave, annual leave, long service leave, public holidays, staff provident fund, staff medical benefits, contract staff bonus, and the like,
  - (b) Insurances, Vehicles, and administrative costs,
  - (c) Inclement weather allowance,
  - (d) Travel, Accommodation, and transportation expenses (unless previously agreed with CDA Group Australia representative),
  - (e) Administration and overheads,

- (f) Office expenses wherever incurred and other overhead costs,
- (h) Personal protective equipment,
- (i) All online and site inductions,
- (j) Profit, margin, and mark-ups of any type whatsoever,
- (k) Minor tools, consumables, and Plant,
- (l) Meal allowance; and
- (m) Travel allowance.

(8) For all Rates in the Schedule of Rates table the following shall apply:

- (a) Payment is for productive time only, no payment for pre-start meetings, toolbox talks or similar meetings,
- (b) Lost time due to breakdowns will not be payable,
- (c) No payment for smoko or lunch breaks, servicing and maintenance or re-fuelling,
- (d) Plant stand-by shall be payable at the "plant operator" rate only,
- (e) Day dockets must be submitted at the end of each day for signing,
- (f) All plant is deemed to be off hired during site holiday periods or other site closures as advised by CDA Group Australia; and
- (g) A 30 Minute lunch break is mandatory and deemed taken, unless the docket specifically notes that no lunch break has been taken a meal break is required though if working over 4hrs on the project.

(9) Items in the above Schedule of Rates table are deemed to be for wet hire and include for fuel (unless otherwise stated)

(10) Such records must clearly identify work locations, start time, smoko breaks, lunch breaks, waiting time, any other breaks, and the finish time.

(11) It is a condition precedent to the Subcontractor making a payment claim and the Contractor being obliged to make a payment for Works and/or Services that any payment claim must be accompanied by copies of the corresponding records/worksheets/timesheets

(12) Where works are cancelled due to the Subcontractors resources not being sufficient, functional, ceasing to function correctly or arriving excessively late, the full cost impact of the works will be reimbursed by the Subcontractor.

(13) Agreed rates in the Schedule of Rates Approval Form able are fixed for the duration of the Project (purchase order).

**SCHEDULE OF WARRANTIES**

| TRADE                                    | WARRANTY DESCRIPTION   | WARRANTY PERIOD |
|--|--|-----------------|
| Applied Coatings                         | <ul style="list-style-type: none"> <li>* Failure of coating to prevent corrosion or staining due to corrosion.</li> <li>* Excessive deterioration with correct cleaning and maintenance.</li> <li>* Suitability of coating system for substrate type, exposure, and use.</li> <li>* Ultra-violet light, atmospheric pollution, and weathering.</li> <li>* Delamination, loss of bond, peeling, flaking, loose and drummy work.</li> <li>* Cracking, cupping, buckling, erosion, chipping, crazing, blistering, perforations.</li> <li>* Staining and discoloration.</li> </ul>   | 10 years        |
| Joinery - Applied Coatings               | <ul style="list-style-type: none"> <li>* Correct preparation of substrates.</li> <li>* Primer, sealer and base-coats.</li> <li>* Failure of coating to prevent corrosion or staining due to corrosion.</li> <li>* Excessive deterioration with correct cleaning and maintenance.</li> <li>* Suitability of coating system for substrate type, exposure and use.</li> <li>* Ultra-violet light, atmospheric pollution and weathering.</li> <li>* Delamination, loss of bond, peeling, flaking, loose and drummy work.</li> <li>* Cracking, cupping, buckling, erosion, chipping, crazing, blistering, perforations.</li> <li>* Staining and discoloration.</li> </ul> | 5 years         |
| Joinery - Stone                          | <ul style="list-style-type: none"> <li>* Cracking or other structural failure of the stone or supporting system.</li> <li>* Fretting, spalling and surface erosion.</li> <li>* Failure of mortar or adhesives.</li> <li>* Surface damage and abrasion during routine ongoing use.</li> <li>* Staining, marking and discoloration due to contamination by cleaning products, food and human products.</li> </ul>  | 5 years         |
| Joinery - Timber Products and Assemblies | <ul style="list-style-type: none"> <li>* Splitting, cracking, decay and other defects in timber.</li> <li>* Opening or looseness of joints.</li> <li>* Structural integrity, including integrity of fasteners and adhesives.</li> <li>* Dimensional stability, including warping, bowing, and distortion.</li> <li>* Delamination, or loss of bonding.</li> <li>* Provision for expansion and shrinkage.</li> <li>* Fading, staining or delamination of sheet materials or finishes.</li> <li>* Corrosion of fasteners.</li> <li>* Staining of visible work due to corrosion of fixtures, moisture or migration of adhesives.</li> </ul>                             | 5 years         |

| TRADE  | WARRANTY DESCRIPTION   | WARRANTY PERIOD |
|--|--|-----------------|
| <b>Joint Sealants</b>  | <ul style="list-style-type: none"> <li>* Loss of adhesion or cohesion.</li> <li>* Loss of air-sealing and weather-sealing.</li> <li>* Contamination or staining of adjacent surfaces.</li> <li>* Change in hardness greater than +/- 5 points on the Shore A durometer scale.</li> </ul>   | <b>10 years</b> |
| <b>Later Works to Waterproof Membranes</b>   | <ul style="list-style-type: none"> <li>* Later fasteners and penetrations through the membrane system when carried out in accordance with the Product Data and the User Manual.</li> <li>* Removal and replacement of applied tiling or other flooring installed over the membrane system when carried out in accordance with the Product Data and the User Manual.</li> </ul> <p>The Product Data and the User Manual shall include procedures for the later in-service construction of penetrations and fasteners through the membrane without voiding the warranty.</p>   | <b>10 years</b> |
| <b>Masonry</b>   | <ul style="list-style-type: none"> <li>* Correct selection of moisture-resistant, fire-resistant, and acoustic-rated systems.</li> <li>* Cracking or opening of joints.</li> <li>* Loose or drummy work.</li> <li>* Instability or deflection under applied loads.</li> <li>* Accessories and trims, including corrosion.</li> </ul>   | <b>10 years</b> |
| <b>Moisture resistant treatments and admixtures</b>  | <ul style="list-style-type: none"> <li>* Failure of the moisture-resistant treatment to exclude moisture or water.</li> <li>* Damage to adjacent work due to penetration of moisture or water.</li> <li>* Failure of the moisture-resistant treatment to accommodate base-building movements.</li> <li>* Failure of the moisture-resistant treatment to withstand design loads.</li> <li>* Damage or deterioration due to contact or close proximity with chemical products in the substrates, adjacent materials or the environment generally.</li> </ul>   | <b>10 years</b> |
| <b>Precast Concrete</b>  | <ul style="list-style-type: none"> <li>* Fretting, spalling and surface erosion.</li> <li>* Cracking or other structural failure.</li> <li>* Leakage of any joints required to be waterproof.</li> <li>* Structural failure or corrosion of the fasteners or supporting system.</li> <li>* Delamination of the surface including due to corrosion of steel reinforcement.</li> <li>* Failure due to inadequate or incorrect thickness.</li> </ul>  | <b>10 years</b> |
| <b>Roofing</b>   | <ul style="list-style-type: none"> <li>* The installer shall use the correct products for the installed condition.</li> <li>* The installer shall be a specialist firm accredited by the manufacturer.</li> <li>* All lifting shall be with a suitable system of slings approved by the manufacturer. And, in addition: <ul style="list-style-type: none"> <li>* Where there are no cross-falls, the laying sequence shall ensure that side laps face away from the direction of prevailing weather.</li> <li>* Where there are cross-falls, the laying sequence shall ensure that side laps face away from the direction of ponding between the ribs.</li> </ul> </li> </ul>  | <b>10 years</b> |
| <b>Structural Carpentry and Timber Works</b>   | <ul style="list-style-type: none"> <li>* Splitting, cracking, decay and other defects in timber and timber-based products.</li> <li>* Opening or looseness of joints.</li> <li>* Structural integrity, including integrity of fasteners and adhesives.</li> <li>* Dimensional stability, including warping, bowing, and distortion.</li> <li>* Delamination, or loss of bonding.</li> <li>* Provision for expansion and shrinkage.</li> <li>* Fading, staining or delamination of sheet materials or finishes.</li> <li>* Corrosion of fasteners.</li> <li>* Staining of visible work due to corrosion of fixtures, moisture, or migration of adhesives.</li> </ul>  | <b>5 years</b>  |
| <b>Systems/Materials Used for Building Envelope, e.g. louvres, cladding, roofing, etc.</b> | <ul style="list-style-type: none"> <li>* Usual and unusual weather and wind conditions.</li> <li>* Failure of system to exclude water and weather from entering the building.</li> <li>* Failure of system to deliver water to drainage system.</li> <li>* Structural integrity, including dislodgement due to wind.</li> <li>* Failure of finished surfaces including discolouration, delamination, cracking, or pitting.</li> <li>* Deterioration or dislodgement of joint joint-sealants, gaskets, and flashings, including concealed and inaccessible items.</li> <li>* Deterioration, damage, perforation or staining due to contact or close proximity with dissimilar metals or the environment generally.</li> </ul> | <b>10 years</b> |

| TRADE  | WARRANTY DESCRIPTION   | WARRANTY PERIOD |
|--|--|-----------------|
| <b>Waterproof Membranes and Tanking</b>        | <ul style="list-style-type: none"> <li>* Failure of the membrane to prevent the passage of moisture or water.</li> <li>* Failure of the membrane at pipe penetrations and pits.</li> <li>* Damage to adjacent work due to penetration of moisture or water.</li> <li>* Delamination or separation of the membrane from substrates.</li> <li>* Failure of the membrane to accommodate design loads.</li> <li>* Failure of the membrane to accommodate movements in the base-building.</li> <li>* Damage, deterioration, or perforation due to contact or close proximity with chemical products in the substrates, adjacent materials or the environment generally.</li> </ul>  | <b>10 years</b> |
| <b>Roof Mounted Work</b>                       | <p>The roofing warranty shall include particular reference to failure of, or due to, the following:</p> <ul style="list-style-type: none"> <li>* Connections and penetrations related to services.</li> <li>* Connections and penetrations related to roof mounted walkways, ladders and the like.</li> </ul> <p>The roofing trade shall coordinate with all trades for roof-mounted work, including equipment and metalwork, and take complete responsibility for the durability and watertightness of the roofing.</p>   | <b>10 years</b> |
| <b>Roofing – Later Penetrations</b>            | <ul style="list-style-type: none"> <li>* Later fasteners and penetrations through the roofing or membrane system when carried out in accordance with the Product Data and the User Manual.</li> </ul> <p>The Product Data and the User Manual shall include procedures for the later in-service construction of penetrations and fasteners through the roofing or membrane without voiding the warranty.</p>   | <b>10 years</b> |
| <b>Doors</b>                                   | <ul style="list-style-type: none"> <li>* Splitting, cracking, decay and other defects in timber and timber based products.</li> <li>* Opening or looseness of joints.</li> <li>* Structural integrity, including integrity of fixings and adhesives.</li> <li>* Dimensional stability, including warping, bowing, and distortion.</li> <li>* Delamination, or loss of bonding.</li> <li>* Provision for expansion and shrinkage.</li> <li>* Fading, staining or delamination of sheet materials or finishes.</li> <li>* Corrosion of fixings.</li> <li>* Functioning of mechanical components.</li> <li>* Staining of visible work due to corrosion of fixtures, moisture, or migration of adhesives.</li> </ul>   | <b>5 years</b>  |
| <b>Door Hardware</b>                           | <ul style="list-style-type: none"> <li>* Correct selection for required location and performance.</li> <li>* Correct functioning of moving parts.</li> <li>* Structural adequacy.</li> <li>* Chipping, fading, excessive wear or delamination or other deterioration of finishes.</li> <li>* Fixings and connections including stripped threads and damaged heads.</li> <li>* Integrity of seals.</li> <li>* Sagging, slackness or looseness of knobs and handles due to wear, relaxation of springs, stripped threads, or any other cause.</li> </ul>   | <b>5 years</b>  |
| <b>Mechanical Shutters and Roller Shutters</b> | <ul style="list-style-type: none"> <li>* Structural integrity, including integrity of fasteners and anchorages.</li> <li>* Compliance with statutory and performance requirements.</li> <li>* Correct functioning of mechanical equipment and moving parts.</li> <li>* Inability of system to be serviced or properly maintained.</li> <li>* Applied finishes.</li> </ul>  | <b>5 years</b>  |
| <b>Motorised</b>                               | <ul style="list-style-type: none"> <li>* Correct functioning of electrical equipment, lighting, and controls.</li> <li>* Inability of system to deliver or operate at full capacity.</li> <li>* Electrical wiring and safety.</li> <li>* Controls and safety devices.</li> <li>* Leakage of conduits, pipes, or penetrations.</li> </ul>   | <b>2 years</b>  |
| <b>Glazing and Windows</b>                     | <ul style="list-style-type: none"> <li>* Structural integrity, including integrity of fasteners and anchorages. Compliance with statutory and performance requirements. Correct functioning of mechanical equipment and moving parts.</li> <li>* Inability of system to be serviced or properly maintained. Spontaneous breakage. Excessive deflection under design loads resulting in loss of structural integrity. Breakdown or change of colour of body tints, coatings and interlayers. Visual clarity without distortion or other harmful effects.</li> <li>* Excessive warp, bow or roller wave. Pinholes, scratches and other defects to glass coatings.</li> <li>* Delamination of laminated glass. Intrusion of moisture or dirt into IGU's. Internal condensation at temperatures above - (minus) 10 C-degrees.</li> <li>* Other visual evidence of seal failure or performance failure.</li> </ul> <p><b>Also refer to warranties for:</b></p> <ul style="list-style-type: none"> <li>▪ Motorised Equipment, Building Envelope, Joint Sealants</li> <li>▪ Applied Finishes</li> </ul> | <b>10 years</b> |

| TRADE   | WARRANTY DESCRIPTION  | WARRANTY PERIOD |
|---|---|-----------------|
| <b>Gyproc (drywall)<br/>and stud wall<br/>systems</b> | <ul style="list-style-type: none"> <li>* Structural integrity. Cracking or opening of joints.</li> <li>* Loose or drummy work. Instability or deflection under applied loads.</li> <li>* Accessories and trims, including corrosion.</li> <li>* Correct moisture-resistant, fire-resistant and acoustic-rated systems, if applicable.</li> </ul>  | <b>5 years</b>  |
| <b>Suspended<br/>Ceilings</b>                         | <ul style="list-style-type: none"> <li>* Structural integrity.</li> <li>* Correct selection of moisture-resistant, fire-resistant and acoustic-rated systems.</li> <li>* Long term deflection of ceiling-tiles or suspension due to humidity or other causes.</li> <li>* Dislodgement or displacement due to air pressure up-lift.</li> <li>* Staining or discoloration.</li> </ul>   | <b>5 years</b>  |
| <b>Cement Render</b>                                  | <ul style="list-style-type: none"> <li>* Structural integrity.</li> <li>* Cracking or opening of joints.</li> <li>* Loose or drummy work.</li> </ul>  | <b>5 years</b>  |
| <b>Tiling and Stone<br/>Works</b>                     | <ul style="list-style-type: none"> <li>* Excessive wear and reduced slip resistance. Preparation of substrates.</li> <li>* Substrate primer or sealer. Bedding, basecoats or adhesive system.</li> <li>* Joints and edges. Control joints.</li> <li>* Dimensional stability. Accessories and trims, including corrosion.</li> <li>* Delamination, loss of bond to substrate, peeling, flaking, loose or drummy work.</li> <li>* Cracking, cupping, buckling, erosion, chipping, crazing, blistering, perforations.</li> <li>* Contamination or staining due to adhesives.</li> <li>* Splitting or opening of joints.</li> </ul> <p>Pedestrian surfaces shall retain the required slip resistance properties during the warranty period, when cleaned and maintained in accordance with the User Manual and Product Data.</p>  | <b>5 years</b>  |
| <b>Applied Floor<br/>Finishes</b>                     | <ul style="list-style-type: none"> <li>* Excessive wear and reduced slip resistance, preparation of substrates.</li> <li>* Substrate primer or sealer, bedding, basecoats or adhesive system.</li> <li>* Joints and edges. Control joints.</li> <li>* Dimensional stability. Accessories and trims, including corrosion.</li> <li>* Delamination, loss of bond to substrate, peeling, flaking, loose or drummy work.</li> <li>* Cracking, cupping, buckling, erosion, chipping, crazing, blistering, perforations.</li> <li>* Contamination or staining due to adhesives.</li> <li>* Splitting or opening of joints. Correct profiles and falls to drainage outlets.</li> <li>* Ponding or pools of standing water. Flooding, spillage or migration of moisture to adjacent dry areas</li> </ul>  | <b>5 years</b>  |
| <b>Carpet and Vinyl<br/>Flooring</b>                  | <p><b>Manufacture</b></p> <ul style="list-style-type: none"> <li>* Colour fading, migration or changing.</li> <li>* Control of static electricity.</li> <li>* Fraying or other deterioration of edges.</li> <li>* Stretching, rucking, shrinkage, bubbling, cupping, or other movement, distortion or instability.</li> <li>* Pilling, fuzzing, un-twisting, tuft burst or matting.</li> <li>* Delamination from backing.</li> <li>* Latent manufacturing defects.</li> <li>* Excessive change in appearance.</li> <li>* Excessive wear.</li> </ul> <p><b>Installation</b></p> <ul style="list-style-type: none"> <li>* Compliance with the relevant Standards (AS 2455).</li> <li>* Detachment of or from fasteners.</li> <li>* Failure or opening of seams, including differential movement or rippling at seams.</li> </ul> <p><b>Broadloom Carpet</b></p> <ul style="list-style-type: none"> <li>* Buckling or rucking of stretched surfaces.</li> <li>* Separation of stretched carpet from carpet gripper or gripper from substrate.</li> <li>* Failure of dual-bond adhesion between underlay to substrate and underlay to carpet.</li> </ul> <p><b>Carpet Tile</b></p> <ul style="list-style-type: none"> <li>* De-lamination or curl.</li> <li>* Dimensional stability.</li> <li>* Colour-fastness to atmospheric contaminants.</li> <li>* Excessive wear or other damage due to chair castors.</li> </ul> | <b>10 years</b> |

| TRADE                                 | WARRANTY DESCRIPTION  | WARRANTY PERIOD |
|---------------------------------------|---|-----------------|
| Painting                              | <ul style="list-style-type: none"> <li>* Correct preparation of substrates.</li> <li>* Primer, sealer and base-coats.</li> <li>* Failure of coating to prevent corrosion or staining due to corrosion.</li> <li>* Excessive deterioration with correct cleaning and maintenance.</li> <li>* Suitability of coating system for substrate type, exposure and use.</li> <li>* Ultra-violet light, atmospheric pollution and weathering.</li> <li>* Delamination, loss of bond, peeling, flaking, loose and drummy work.</li> <li>* Cracking, cupping, buckling, erosion, chipping, crazing, blistering, perforations.</li> <li>* Staining and discoloration.</li> </ul>  | 5 years         |
| Steel Finishes – Corrosion Protection | <ul style="list-style-type: none"> <li>* Incorrect selection of corrosion resistant materials, including fasteners and framing.</li> <li>* Incorrect or inadequate application of protective coatings.</li> <li>* Discontinuities or damage to protective coatings during construction.</li> <li>* Human injury or risk of human injury due to corrosion.</li> <li>* Decreased or changed performance or functionality of the work due to corrosion</li> <li>* Visible corrosion or visible staining due to corrosion.</li> <li>* Structural failure or failure of the work to safely support the required loads. Rectification of defects or failures to corrosion protection may include removal and replacement of the entire item or section of work in which the defects or failure occurs.</li> </ul> | 10 years        |
| Steel Finishes – Applied Coating      | <ul style="list-style-type: none"> <li>* Correct preparation of substrates.</li> <li>* Primer, sealer and base-coats.</li> <li>* Failure of coating to prevent corrosion or staining due to corrosion.</li> <li>* Excessive deterioration with correct cleaning and maintenance.</li> <li>* Suitability of coating system for substrate type, exposure and use.</li> <li>* Ultra-violet light, atmospheric pollution and weathering.</li> <li>* Delamination, loss of bond, peeling, flaking, loose and drummy work.</li> <li>* Cracking, cupping, buckling, erosion, chipping, crazing, blistering, perforations.</li> <li>* Staining and discoloration.</li> </ul>  | 10 years        |
| Toilet Partitions                     | <ul style="list-style-type: none"> <li>* Splitting, cracking, decay and other defects in timber.</li> <li>* Opening or looseness of joints.</li> <li>* Structural integrity, including integrity of fasteners and adhesives.</li> <li>* Dimensional stability, including warping, bowing, and distortion.</li> <li>* Delamination, or loss of bonding.</li> <li>* Provision for expansion and shrinkage.</li> <li>* Fading, staining or delamination of sheet materials or finishes.</li> <li>* Corrosion of fasteners.</li> <li>* Functioning of mechanical components.</li> <li>* Staining of visible work due to corrosion of fixtures, moisture or migration of adhesives.</li> </ul>   | 5 years         |
| Fittings and Fixtures                 | <ul style="list-style-type: none"> <li>* Structural integrity, including integrity of fasteners and anchorages.</li> <li>* Compliance with statutory and performance requirements.</li> <li>* Correct functioning of mechanical equipment and moving parts.</li> <li>* Inability of system to be serviced or properly maintained.</li> <li>* Applied finishes.</li> </ul>   | 5 years         |
| Fall Arrest System                    | <ul style="list-style-type: none"> <li>* Structural integrity, including integrity of fasteners and anchorages.</li> <li>* Compliance with statutory and performance requirements.</li> <li>* Correct functioning of mechanical equipment and moving parts.</li> <li>* Inability of system to be serviced or properly maintained.</li> <li>* Applied finishes.</li> </ul>   | 10 years        |
| Concrete Pavements                    | <p><b>Material and Workmanship Warranties</b><br/>Related to preventive maintenance treatments such as crack sealing, chip.</p> <p><b>Performance Warranties</b><br/>Related to new, reconstruction or rehabilitation type projects and have warranty periods for 20 years in duration.</p>   | 20 years        |
| Asphalt Pavements                     | <p><b>Material and Workmanship Warranties</b><br/>Related to preventive maintenance treatments such as crack sealing, chip and seal coats, microsurfacing and thin HMA overlays typically have warranty period 4 years in duration.</p> <p><b>Performance Warranties</b><br/>Related to new, reconstruction or rehabilitation type projects and have warranty periods for 20 years in duration.</p>   | 20 years        |

| TRADE              | WARRANTY DESCRIPTION  | WARRANTY PERIOD |
|--------------------|---|-----------------|
| Stormwater Systems | <b>Material and Workmanship Warranties</b><br>Related to preventive maintenance treatments such as crack sealing, chip and seal coats, microsurfacing and thin HMA overlays typically have warranty period 4 years in duration.<br><b>Performance Warranties</b><br>Related to new, reconstruction or rehabilitation type projects and have warranty periods for 10 years in duration | 10 years        |
| Signage            | <b>Material and Workmanship Warranties</b><br>Related to preventive maintenance treatments such as crack sealing, chips 2 years<br><b>Performance Warranties</b><br>Related to new, reconstruction or rehabilitation type projects and have warranty periods for 5 years in duration  | 5 years         |
| Block walls        | <b>Material and Workmanship Warranties</b><br>Related to preventive maintenance treatments such as crack sealing, chips 2 years<br><b>Performance Warranties</b><br>Related to new, reconstruction or rehabilitation type projects and have warranty periods for 15 years in duration   | 15 years        |
| Line Marking       | <b>Material and Workmanship Warranties</b><br>Related to preventive maintenance treatments such as crack sealing, chips.<br><b>Performance Warranties</b><br>Related to new, reconstruction or rehabilitation type projects and have warranty periods for 2 years in duration   | 2 years         |
| Carpark Furniture  | <b>Material and Workmanship Warranties</b><br>Related to preventive maintenance treatments such as crack sealing, chips.<br><b>Performance Warranties</b><br>Related to new, reconstruction or rehabilitation type projects and have warranty periods for 2 years in duration   | 2 years         |

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