

FLEETWOOD BUILDING SOLUTIONS PURCHASE ORDER TERMS & CONDITIONS

1. Supply of Goods or Services

1.1 General

Unless Fleetwood Building Solutions and the Supplier have executed a specific contract (other than the Contract) in respect of the supply of Goods and/or performance of the Services (**Specific Contract**), the Supplier agrees and acknowledges that the Contract constitutes the sole agreement governing the Supplier's supply of the Goods and/or performance of the Services. The parties expressly agree and acknowledge that:

- (a) a signature by any Fleetwood Building Solutions' Personnel on any quotation, order form, delivery docket or any other document of the Supplier (which contains, annexes or references the Supplier's terms and conditions) does not constitute, or give rise to, a Specific Contract for the purposes of this clause 1;
- (b) unless the parties execute a Specific Contract, the Supplier's actions in commencing the supply of Goods, or the performance of the Services, the subject of a Purchase Order constitutes the Supplier's full and final acceptance that the Contract constitutes the parties' sole agreement in respect of the Goods and/or Services; and
- (c) where Fleetwood Building Solutions and the Supplier have executed a Specific Contract for the supply of the Goods and/or provision of the Services, the Specific Contract governs their relationship and these Terms do not apply.

1.2 Performance by the Supplier

The Supplier:

- (a) must perform the Works in accordance with the terms of the Contract and all applicable Laws, in the quantities set out in the Purchase Order and for the Contract Sum;
- (b) must commence performance of the Works on the Commencement Date and acknowledges time is of the essence in relation to performance of the Works;
- (c) must unless otherwise provided in the Contract, supply all Personnel, labour, supervision, tools, material, equipment and other requirements to perform the Works;
- (d) must provide to Fleetwood Building Solutions all such information and assistance as it reasonably requires to identify, evaluate, implement and report on any matter required by Law in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under the Contract;
- (e) must not interfere with Fleetwood Building Solutions' activities or the activities of another person at the Delivery Point or the Site;
- (f) does not have the right or authority to act on behalf of or bind Fleetwood Building Solutions unless the Supplier has been expressly authorised to do so in writing by Fleetwood Building Solutions; and
- (g) acknowledges it is independent from Fleetwood Building Solutions and the Supplier will be responsible for all employment and industrial relations issues regarding Supplier Personnel.

1.3 Performance by Fleetwood Building Solutions

Fleetwood Building Solutions must pay the Supplier the Contract Sum in accordance with the Contract for the Supplier's proper performance of the Works and its other obligations under the Contract.

2. Delivery, Title and Risk

2.1 Delivery and time for performance

The Supplier must deliver the Goods to the Delivery Point by the Date for Delivery. The Supplier must ensure the Goods are suitably packed to avoid damage in transit or in storage and in such a way to comply with applicable Laws.

2.2 Title and risk

Title in the Goods passes to Fleetwood Building Solutions upon the earlier of the payment of the Contract Sum or delivery of the Goods to the Delivery Point. Risk in the Goods passes to Fleetwood Building Solutions when the Goods are delivered to the Delivery Point.

3. Variations

3.1 Permitted variations

The Supplier must not alter the Works in any way except as directed or permitted in writing by Fleetwood Building Solutions.

3.2 Directions by Fleetwood Building Solutions for variations

- (a) During the performance of the Works, Fleetwood Building Solutions may by written notice direct or permit the Supplier to vary the Works without prejudice to the Contract. The Supplier must comply with such notice and is bound as if any variation made by it were included in the Contract.
- (b) If the variation requires the omission of work, Fleetwood Building Solutions may have the omitted work carried out by others or not as it sees fit.

3.3 Pricing of variations

- (a) Fleetwood Building Solutions will determine the adjustment to the Contract Sum (if any) resulting from any variation and any adjustment to the Date for Delivery. Fleetwood Building Solutions will price each variation using the following order of precedence:
 - (i) prior agreement;
 - (ii) applicable rates or prices in the Purchase Order;
 - (iii) rates or prices in a schedule of unit prices, to the extent that it is reasonable to use them; and
 - (iv) reasonable rates or prices, which will include a 10% margin for profit and overheads.
- (b) The price determined in accordance with clause 3.3(a) will be added to or deducted from the Contract Sum (as applicable).

4. Payment

4.1 Method of payment

Unless otherwise provided in the Contract, all payments required to be made to the Supplier by Fleetwood Building Solutions pursuant to the Contract for the performance of the Works must be made in Australian dollars by electronic funds transfer into the Supplier's nominated bank account.

4.2 Invoices

- (a) The Supplier must, unless otherwise agreed with Fleetwood Building Solutions, render an invoice to Fleetwood Building Solutions in relation to the performance of the Works at the end of each month during the period in which the Works are performed and calculated by reference to the prices, fees or other amounts specified in the Purchase Order.

- (b) Invoices must be in a form acceptable to Fleetwood Building Solutions and must contain the following information:
- (i) the number of the Purchase Order to which the invoice relates;
 - (ii) a brief description of the Goods and/or Services (if any) supplied in the period covered by the invoice;
 - (iii) any further verification or documentation in relation to the invoice or for certification for compliance of the Works as is reasonably required by Fleetwood Building Solutions; and
 - (iv) any further information stipulated in any applicable Law.
- (c) Fleetwood Building Solutions will pay any undisputed portion of the invoice within 21 days from the end of the month in which the invoice is issued.
- (d) If Fleetwood Building Solutions is required by Law to pay within a shorter timeframe, then Fleetwood Building Solutions must pay within that timeframe.
- (e) Without limiting Fleetwood Building Solutions' rights and despite the rights of the Supplier under any other provision of the Contract, Fleetwood Building Solutions may deduct from, or set-off against, any money due or becoming due to the Supplier under the Contract:
- (i) all debts and moneys due from the Supplier or its Personnel to Fleetwood Building Solutions; and
 - (ii) all liabilities which Fleetwood Building Solutions may have paid, suffered or incurred and which the Supplier or its Personnel is or are liable to bear, pay or reimburse to Fleetwood Building Solutions under the Contract.
- (f) Payment by Fleetwood Building Solutions is not evidence of acceptance by Fleetwood Building Solutions that the Goods or Services are not Defective and shall not in any way effect Fleetwood Building Solutions' rights under the Contract.

5. Supplier's Warranties

The Supplier warrants that:

- (a) it holds all required licences and/or permits to lawfully perform the Works;
- (b) in relation to the supply of any Goods:
 - (i) the Goods will conform to all applicable Laws;
 - (ii) the Goods will be new and of good and merchantable quality;
 - (iii) the Goods will be free from Defects in design and Defects affecting performance and the Goods will be fit for purpose;
 - (iv) the Goods will be suitable for the relevant purpose of those Goods as stated in the Contract;
 - (v) the Goods will be free of encumbrances and it has good and marketable title to the Goods;
 - (vi) Fleetwood Building Solutions will receive good title to the Goods free of any charge, encumbrance, privilege, security interest or other defect in title; and
- (c) in relation to the performance of any Services:
 - (i) the Supplier and its Personnel will exercise the standards of diligence, skill and care normally exercised by a similarly qualified and competent person in the performance of comparable work; and
 - (ii) any equipment used on Site by the Supplier will be in safe working condition, will comply with all Laws which are applicable to such equipment and will be operated by suitably qualified and competent Personnel, to the satisfaction of Fleetwood Building Solutions.

6. Warranty Period

- (a) If, between the Commencement Date and the expiration of the Defects Liability Period, any of the Goods or Services are found to have Defects or otherwise fail to comply with the Contract, Fleetwood Building Solutions may at its discretion:
 - (i) return the Defective Goods to the Supplier at the Supplier's cost;
 - (ii) reject the Defective Services;
 - (iii) direct the Supplier to correct such Defect (including redesign, repair or replace the affected items or any part of the Works or provide such additional services necessary to correct such Defect) at the Supplier's cost; or
 - (iv) re-perform or make good the Defective Goods or Services.
- (b) If required by Fleetwood Building Solutions, the Supplier must:
 - (i) repair or replace the Defective Goods or re-perform or make good the Defective Services all at its own cost, upon which the Defects Liability Period shall be extended by a further 12 months; and/or
 - (ii) reimburse Fleetwood Building Solutions for any expenses incurred by Fleetwood Building Solutions in repairing, re-performing or making good (as the case may be) any Defective Goods or Services.
- (c) If the Supplier fails to promptly rectify any Defective Goods or Services in accordance with this clause 6, Fleetwood Building Solutions may rectify the Defect at the Supplier's risk and cost. Any costs and expenses incurred by Fleetwood Building Solutions in doing so will be recoverable from the Supplier as a debt due and payable.
- (d) The Supplier must take all steps required to assign the benefits of any warranties provided by manufacturers of the Goods or materials and other components which are used in the performance of the Contract where Fleetwood Building Solutions will ultimately take ownership of those Goods, materials or components.

7. Health, safety and environment

- (a) This clause applies to the extent the Supplier or any of its Personnel are required to be on, or near the vicinity of, the Site for the purposes of the Works.
- (b) The Supplier agrees to comply, and to ensure its Personnel comply, with Fleetwood Building Solutions' health, safety and environmental policies, management plans and associated standards applicable from time to time and all health, safety and environmental Laws in force from time to time.
- (c) Each of the Supplier's Personnel must attend all appropriate and relevant induction courses required by Fleetwood Building Solutions. Such induction will be at the cost of the Supplier unless otherwise agreed in writing by Fleetwood Building Solutions.
- (d) Notwithstanding any other term of the Contract, in the event of a breach of this clause, Fleetwood Building Solutions may:
 - (i) require the Supplier, Supplier's Personnel and/or any other person to leave the Site immediately; and
 - (ii) require the Supplier and/or any of its Personnel to remove any material, plant and equipment and/or substance from the Site at the Supplier's cost.

8. Insurance

8.1 Supplier to insure

The Supplier must effect and maintain for the duration of the Contract (unless states otherwise) the following insurances:

- (a) if the Supplier is supplying Goods:
 - (i) materials, plant and equipment insurance, including constructional plant and equipment in relation to the Goods to be supplied for not less than the full replacement value;
 - (ii) transit (all risk) insurance covering transit, loading and unloading of the Goods for not less than the full replacement value;
- (b) workers' compensation and employers' liability insurance covering all claims and liabilities in respect of any statutory or common law liability for the death, injury or illness of or to any Personnel arising as a result of the performance of the Works;
- (c) public and products liability insurance covering loss of, loss of use of, or damage to property and the death of, illness of or injury to any person (other than liability which the Law requires to be covered under a workers' compensation insurance policy), having a limit of indemnity in respect of each and every occurrence for an amount of not less than \$10,000,000 written on an occurrence basis; and
- (d) professional indemnity insurance with levels of cover not less than \$10,000,000 written on an occurrence basis, such insurance to be maintained until after the Date of Delivery and thereafter for a period of six years.

The insurances outlined in this clause 8.1 must, unless prohibited by Law, waive all express or implied rights of subrogation against Fleetwood Building Solutions and its Personnel.

8.2 Insurance claims and payment of insurance excess

The Supplier will be responsible for the payment of any excess or deductible relating to the insurances effected by the Supplier.

8.3 Insurers and evidence

- (a) All insurance policies to be obtained by the Supplier under the Contract must be with an insurer authorised by the Australian Prudential Regulatory Authority, with a financial security rating of A- or better by Standard & Poors, or the equivalent rating with another recognised rating agency.
- (b) The Supplier shall provide on request evidence, to Fleetwood Building Solutions' satisfaction, that it has obtained and is properly maintaining the insurances that it must effect and maintain under the Contract.

9. Termination

9.1 Termination notice

Fleetwood Building Solutions may terminate the Contract by giving 10 Business Days' written notice of termination to the Supplier.

9.2 Insolvency or bankruptcy

If in respect of a party an Insolvency Event occurs, the other party may immediately terminate the Contract by written notice to the first party.

9.3 Obligations on termination

- (a) On the giving of notice in accordance with clauses 9.1 or 9.2:
 - (i) the Supplier must immediately cease performance of the Works in accordance with, but only the extent specified in, such notice; and

- (ii) subject to clause 9.3(b), Fleetwood Building Solutions must pay to the Supplier the cost of the Works properly performed up to and including the date of receipt of such notice.

- (b) Title and property in any Goods will pass to Fleetwood Building Solutions upon payment.

10. Dispute Resolution

10.1 Dispute

If a dispute or difference between the parties arises in connection with the subject matter of the Contract (**Dispute**), then either party may give the other party written notice of the Dispute adequately identifying and providing details of the Dispute. The parties must then promptly confer in an attempt to settle the Dispute.

10.2 Conference

If the parties fail to resolve the Dispute within 30 days after first conferring, the Dispute may be referred to litigation.

10.3 Summary or urgent relief

Nothing in this clause 10 will prejudice the right of a party to seek injunctive or declaratory relief in respect of a Dispute or any matter arising under the Contract.

10.4 Obligations to continue

During the existence of any Dispute, the parties must continue to perform all of their obligations under the Contract without prejudice to their position in respect of such Dispute, unless the parties otherwise agree.

11. Assignment and Subcontracting

11.1 Assignment

The Supplier must not assign or grant a security interest over any right, benefit or interest under the Contract, without the prior written consent of Fleetwood Building Solutions.

11.2 Subcontracting

The Supplier must not subcontract the whole or any part of the Works without the prior written consent of Fleetwood Building Solutions.

11.3 No relief

No permitted assignment or subcontract in any way relieves the Supplier from the performance of any of its obligations under the Contract.

12. Intellectual Property Rights

12.1 Warranties and indemnities

- (a) The Supplier warrants that in performing the Works it will not infringe the Intellectual Property Rights of any third party and that any design, materials, documents and methods of working, each provided by the Supplier, will not infringe any Intellectual Property Right.
- (b) The Supplier must indemnify Fleetwood Building Solutions against any claim or loss brought against, suffered or incurred by Fleetwood Building Solutions as a result of such infringement.

12.2 Fleetwood Building Solutions' Background Intellectual Property

- (a) All rights, interest in and title to Fleetwood Building Solutions' Background Intellectual Property remain vested in Fleetwood Building Solutions.
- (b) To the extent that it is applicable, Fleetwood Building Solutions grants to the Supplier a royalty free, non-exclusive, non-transferable, irrevocable right to use Fleetwood Building Solutions' Background Intellectual Property for the purposes of performing the Works.

12.3 Supplier's Background Intellectual Property

- (a) All rights, interest in and title to the Supplier's Background Intellectual Property remain vested in the Supplier.
- (b) The Supplier grants to Fleetwood Building Solutions a royalty free, irrevocable, perpetual, world-wide, non-exclusive, non-transferable, licence to use the Supplier's Background Intellectual Property for the purposes of:
 - (i) enjoying the benefit of the Works; and
 - (ii) to the extent necessary to enable Fleetwood Building Solutions to exercise any rights in relation to the New Intellectual Property.

12.4 New Intellectual Property

- (a) All New Intellectual Property will vest in Fleetwood Building Solutions as soon as the preparation, production or creation thereof commences.
- (b) Fleetwood Building Solutions grants to the Supplier a non-exclusive, irrevocable, non-transferable and royalty free licence to use the New Intellectual Property to the extent required to perform the Works.

13. Indemnity

13.1 Indemnity

Despite any other provision of the Contract, the Supplier indemnifies Fleetwood Building Solutions and its Related Bodies Corporate and each of their officers, agents and employees (**Indemnified Parties**), against all damage, expense (including legal costs on a full indemnity basis), loss or liability of any nature suffered or incurred by the Indemnified Parties arising out of:

- (a) any breach by the Supplier or its Personnel of any of the Supplier's obligations (including any warranty) under the Contract; and
- (b) any act or omission by the Supplier or its Personnel arising out of the performance or non-performance of the Contract,

including any injury to, or death of any person, or loss or damage of or to any property of the Indemnified Parties caused by the Supplier or its Personnel.

13.2 Survival

The indemnity in clause 13.1 survives the expiry or earlier termination of the Contract.

14. Indirect Loss

Neither party will be liable to the other party for any Indirect Loss suffered or incurred by the other party in connection with the Contract.

15. Business Ethics

Each party represents and warrants to the other party that, with respect to or in connection with the Contract:

- (a) neither it nor any of its Personnel:
 - (i) have offered, received, authorised, promised or given, solicited or accepted; or
 - (ii) will offer, receive, authorise, promise or give or solicit or accept, to or from any person, directly or indirectly, any payment, gift, service, thing of value or other advantage where such payment, gift, service, thing of value or other advantage would be an ABC Law Violation; and
- (b) it will otherwise comply with the ABC Law.

16. Modern Slavery Laws

Each party represents and warrants to the other party that, having made reasonable enquiries and to the best of its knowledge, with respect to or in connection with the subject matter of the Contract:

- (a) neither it nor any of its Personnel have engaged in or allowed; and will not engage in or allow, any conduct which would comprise a modern slavery offence or would be a Modern Slavery Law Violation; and
- (b) it will otherwise comply with the Modern Slavery Laws.

17. Environmental and Emissions Data

- (a) The Supplier must keep and maintain up to date records of its Environmental and Emissions Data (Supplier's Environmental and Emissions Data).
- (b) With each invoice for payment issued by the Supplier under clause 4.2(a), or at such other time as mutually agreed by the parties, the Supplier must provide to Fleetwood Building Solutions:
 - (i) an accurate and complete Environmental and Emissions Data Sheet; and
 - (ii) any Supplier's Environmental and Emissions Data that may reasonably be required by the Fleetwood Building Solutions in order to comply with any of Fleetwood Building Solutions or its Related Body Corporates requirements at Law in relation to reporting Environmental and Emissions Data.

18. Proportionate Liability

To the fullest extent permitted by Law, Part 1F of the *Civil Liability Act 2002* (WA) (or any similar Law of any other jurisdiction) is excluded from operation with respect to any dispute, claim, action, or any matter whatsoever, arising under, out of or in connection with the Contract.

19. Relationship of the parties

The parties' relationship is one of principal and independent contractor, not employer and employee or principal and agent. There is no partnership arrangement between the parties. No contractual relations will arise between Fleetwood Building Solutions and any of the Supplier's Personnel as a result of the relationship between the parties. If notwithstanding these Terms, there is a deemed employment relationship (as a result of applicable employment Law) then the Contract Sum is in satisfaction of all minimum entitlements under the relevant employment Law including (without limitation) any payroll or fringe benefits tax, superannuation contributions, workers' compensation claims, termination payments, salary, overtime, penalties and statutory leave.

20. Waiver

A failure to exercise, or any delay in exercising any right, power or remedy by a party does not operate as a waiver. A waiver is not valid or binding on the party granting that waiver unless made in writing.

21. Severability

If any part or all of any clause of the Contract is prohibited or unenforceable it will be severed from the Contract and the remaining provisions of the Contract will continue in force.

22. Amendment

An amendment to any term of the Contract must be in writing and signed by the parties.

23. Entire Agreement

The Contract supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties in respect of its subject matter. Neither party has relied on any statement by or on behalf of the other party not expressly included in the Contract.

24. Governing Law

The Contract is governed by the Laws of the State or Territory in which the Goods and/or Services are provided. Each party irrevocably submits to the exclusive jurisdiction of the courts exercising jurisdiction there with respect to matters that arise out of or are in any way connected with the Contract.

25. Definitions and Interpretation

25.1 Definitions

In the Contract the following terms have the meanings set out below.

ABC Law includes:

- (a) any anti-corruption law of the Commonwealth of Australia or any State or Territory of Australia (including any applicable common law, law of equity, any written law, statute, regulation or other instrument made under statute or by any government authority); and which
- (b) exist before the Commencement Date or are otherwise developed, obtained or acquired by that party independently of the Contract.

ABC Law Violation means a situation where a party has directly or indirectly offered, paid, solicited or accepted bribes in any form including facilitation payments and otherwise breached any ABC Law in connection with the subject matter of the Contract or any applicable subcontract as the case may be.

Background Intellectual Property means, in respect of a party, Intellectual Property Rights that:

- (a) are owned by or licensed to that party;
- (b) exist before the Commencement Date or are otherwise developed, obtained or acquired by that party independently of the Contract; and
- (c) are used by that party in the performance of the Works or are otherwise made available to the other party under or in connection with the Contract, but, for the avoidance of doubt, exclude New Intellectual Property.

Business Day means a day other than a Saturday, Sunday or a public holiday in the State or Territory of Fleetwood Building Solutions specified in the Purchase Order (or if no jurisdiction is stated, Western Australia) and Business Day excludes 27, 28, 29, 30 or 31 December.

Commencement Date means the date of acknowledgement or confirmation of receipt of the Purchase Order by the Supplier or such other date agreed in writing between the parties.

Contract means the Purchase Order, these Terms (as may be amended by the Purchase Order) and any documents annexed or attached to either of them in that order of precedence.

Contract Sum means the aggregate amount payable (excluding GST) by Fleetwood Building Solutions to the Supplier as set out in the Purchase Order which is inclusive of any applicable taxes and all expenses incurred by the Supplier in relation to the performance of the Works.

Date for Delivery means the date(s) for delivery set out in the Purchase Order.

Defect or Defective means Goods or Services (or any aspect of them) which are not in accordance with the Contract or which are damaged, incomplete or have any defect, flaw, deficiency or omission in them.

Defects Liability Period means the period of 12 months commencing on the later of the date of the last delivery of the Goods to Fleetwood Building Solutions, and the date on which the Services were last performed for Fleetwood Building Solutions.

Delivery Point means the place identified in the Purchase Order for delivery of any Goods or as otherwise notified by Fleetwood Building Solutions.

Dispute has the meaning given in clause 10.1.

Environmental and Emissions Data means all data, information, records or reports in relation to greenhouse gas emissions, energy production and consumption and other environmental data required as part of any obligations in relation to the Australian climate-related financial disclosure regime

Environmental and Emissions Data Sheet means a schedule setting out the Supplier's Environmental and Emissions Data in a form nominated by Fleetwood Building Solutions, acting reasonably.

Fleetwood Building Solutions means the entity set out in the Purchase Order who is procuring the Works from the Supplier.

Goods means the goods, materials, supplies, equipment or other items identified in the Purchase Order to be supplied by the Supplier in accordance with the Contract.

Indemnified Parties has the meaning given in clause 13.1.

Indirect Loss means:

- (a) loss of profit, loss of revenue, loss of opportunity, damage to goodwill or reputation, loss of access to markets, loss of anticipated savings, business interruption, damage to credit rating, in each case whether direct, indirect, or consequential, and whether or not foreseeable at the Commencement Date; and
- (b) indirect or consequential damages, costs, losses or expenses of whatever nature;

whether the losses described in paragraphs (a) and (b) arise in contract, tort, including negligence or otherwise.

Insolvency Event means any of the following events:

- (a) a party becoming subject to bankruptcy, liquidation or winding up procedures or otherwise becoming insolvent (other than for the purpose of a solvent restructuring or amalgamation); or
- (b) a receiver, receiver/manager, administrator or voluntary administrator is appointed to a party, or a mortgagee takes possession of all or a substantial part of its assets or the party is placed under official management.

Intellectual Property Right means all industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registerable), rights in relation to registered or unregistered trademarks, circuit layout designs and rights in relation to circuit layouts, but excludes non-assignable moral rights and similar non-assignable personal rights of authors and producers.

Law means any Commonwealth, State or local government legislation (including regulations, by-laws, orders, awards and proclamations); common law or rule of equity; authority requirements, consents, certificates, licenses, permits or approvals; and guidelines of authorities which the Supplier is legally required to comply.

Modern Slavery Law means any law of the Commonwealth of Australia or any State or Territory of Australia (including any applicable common law, law of equity, any written law, statute or regulation or other instrument made under statute by any governmental authority) pertaining to modern slavery offences;

and any law of a country other than Australia, pertaining to modern slavery offences, which applies to Fleetwood Building Solutions or the Supplier from time to time in relation to the Contract.

Modern Slavery Law Violation means a situation where a party has, in connection with the subject matter of the Contract, breached any Modern Slavery Law.

New Intellectual Property means all Intellectual Property Rights arising out of or created by the Supplier in the performance of the Works and its other obligations under the Contract, including Intellectual Property Rights subsisting in or in relation to the Supplier's documents and all data created or arising in the performance of the Works, but does not include the Supplier's Background Intellectual Property or Fleetwood Building Solutions' Background Intellectual Property.

NGER Act means the *National Greenhouse and Energy Reporting Act 2007* (Cth) and the regulations and any other legislative instruments under that Act.

Personnel means, in relation to a party:

- (a) any of its directors, officers, employees, subcontractors (including subcontractors' personnel), agents and representatives; and
- (b) each Related Body Corporate of the party (and the directors, officers, employees, subcontractors, agents and representatives of each Related Body Corporate).

Purchase Order means individual purchase orders as may be issued by Fleetwood Building Solutions to the Supplier in respect of the supply of Goods and/or the performance of Services.

Related Body Corporate has the meaning given to related body corporate in the *Corporations Act 2001* (Cth).

Services means the services identified in the Purchase Order to be performed by the Supplier in accordance with the Contract.

Site means the land and other places to be made available and any other lands and places made available to the Supplier by Fleetwood Building Solutions for the purpose of the Contract.

Supplier means the entity set out in the Purchase Order who will be performing the Works in accordance with the Contract.

Terms means this document, titled 'Fleetwood Building Solutions Purchase Order Terms & Conditions'.

Works means:

- (a) the manufacture, supply and delivery of the Goods and all things to be performed in accordance with the Contract; and
- (b) the Services and all services to be carried out and performed by the Supplier in accordance with the Contract.

25.2 Interpretation

In the Contract, unless the context requires otherwise:

- (a) references to days mean calendar days; the time for doing any act or thing under the Contract will, if it ends on a Saturday, Sunday or statutory or public holiday, be deemed to end on the day next following which is not a Saturday, Sunday or statutory or public holiday;
- (b) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context;
- (c) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (d) a reference to a person, corporation, trust, partnership, incorporated body or other entity includes them all;
- (e) a reference to a person or a party includes a reference to that person's or party's executors, administrators, successors, substitutes (including persons taking by way of novation), assigns (in the case of a person) and permitted assigns (in the case of a party);
- (f) a reference to an Act or legislation, includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (g) where it is provided that the Supplier will perform any act or provide any thing at its cost, this means the Supplier will not be entitled to any additional compensation or claim for such act or thing and the cost will be deemed to be included in the Contract Sum; and
- (h) the Contract is not to be interpreted against the interests of a party merely because that party proposed the Contract or some provision in it or because that party relies on a provision of the Contract to protect itself.