



PURCHASE ORDER TERMS & CONDITIONS

BACKGROUND

The Supplier agrees to supply the Goods and/or Services and Kinetic IT agrees to purchase the Goods and/or Services on the terms set out in the Agreement.

1. APPLICATION OF THE STANDARD TERMS

- (a) In consideration of Kinetic IT's payment of the Charges, the Supplier acknowledges and agrees that these Standard Terms govern the supply of the Goods and/or Services in accordance with the relevant Purchase Order (which incorporates these Standard Terms).
- (b) In the event the Supplier provides terms and conditions to the Kinetic IT in respect of the Goods and/or Services, to the extent permitted by law, those terms and conditions will have no legal effect and will not constitute part of the agreement between the Supplier and Kinetic IT unless the signed by the Parties. For avoidance of any doubt:
 - (i) these Standard Terms do not apply if there is another signed contract between the Supplier and the Company for the supply of the same Goods and/or Services; and
 - (ii) unless otherwise agreed by the Parties in writing, no terms and conditions on any confirmation, delivery docket, invoice or other document issued by or for the Supplier will vary, replace or form part of these Standard Terms.

2. DEFINITIONS & INTERPRETATIONS

2.1 DEFINITIONS

In these Standard Terms, unless the context dictates otherwise: **ABC Laws** includes:

- (a) any anti-corruption or anti-bribery laws of the Commonwealth of Australia or any Australian State or Territory (including any applicable common law, law of equity, any written law, statute, regulation or other instrument made under statute or by any Government Authority);
- (b) the United States Foreign Corrupt Practices Act;
- (c) the UK Bribery Act 2010; and
- (d) any anti-corruption or anti-bribery law of a country which applies to the Supplier.

Agreement means the agreement between the Parties comprising the Purchase Order and these Standard Terms.

Business Day(s) means a day that is not a Saturday, Sunday, public holiday or bank holiday in the Nominated Jurisdiction.

Charges means the charges payable for the Goods or Services, as set out in a Purchase Order. Price has the same meaning.

Confidential Information means information that:

- (a) relates to the business or business strategies, personnel, policies, assets or affairs of Kinetic IT or which is otherwise designated as confidential by Kinetic IT;
- (b) is made available by or on behalf of Kinetic IT to the Supplier and is obtained by or on behalf of the Supplier; and

- (c) is designated by Kinetic IT as "confidential", and is by its nature confidential or the Supplier knows, or ought to know, is confidential,
- (d) is in or enters the public domain through no fault of the Supplier or any of its officers, employees or agents;
- (e) is or was made available to the Supplier by a person (other than Kinetic IT) who is not or was not then under an obligation of confidence to Kinetic IT in relation to that information; or
- (f) is or was developed by the Supplier independently of Kinetic IT and any of its officers, employees or agents.

Consequential Loss means any Loss that does not arise naturally and according to the usual course of things as a result of a breach of this Agreement or other event giving rise to such loss, whether or not such loss may reasonably be supposed to have been in the contemplation of the parties, at the time they made this Agreement, as the probable result of the relevant breach or other event.

Delivery Date means the delivery date specified in the Purchase Order (if any), or as otherwise agreed by the Parties in writing.

Eligible Data Breach has the meaning set out in Part IIIC of the *Privacy Act 1988*.

ESP means Kinetic IT's Environmental Sustainability Policy found on the Kinetic IT website:

<https://kineticit.com.au/environmental-sustainability-policy/>.

Force Majeure Event means any unforeseeable occurrence or omission as a direct or indirect result of which the Party relying on it is prevented from or delayed in performing any of its obligations (other than a payment obligation) under this Agreement and that is beyond the reasonable control of that Party, including, but not limited to, forces of nature, war and similar hostilities, network power shortages or power failure, epidemics or pandemics, rebellion or insurrection, acts of terrorism, industrial action and action or inaction by a Government Authority.

Goods means any material, plant, item or equipment specified in a Purchase Order.

Government Authority means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in Australia.

GST means Goods and Services Tax as defined in the GST Law and includes any additional tax, penalty, fine, interest or other charge relating to GST.

GST Law includes *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and all associated legislation.

Intellectual Property means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, eligible circuit layout rights, business and domain names, inventions, confidential information and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable.

Kinetic IT means Kinetic IT Pty Ltd (ABN 97 072 941 943) of Ground Floor, 30 The Esplanade, Perth in the State of Western Australia.





Loss includes any loss, damage, liability, cost or expense (including any legal cost and expense on a full indemnity basis) however it arises and whether it is present or future, fixed or unascertained, actual or contingent, direct or indirect.

Modern Slavery Law means any Law of the Commonwealth of Australia or any State or Territory of Australia, and any other applicable law pertaining to exploitative practices including slavery, servitude, forced labour, human trafficking, debt bondage, child labour and other slavery like practices.

Modern Slavery Statement means the Kinetic IT Modern Slavery Statement prepared in accordance with Modern Slavery Law, and can be found on the Kinetic IT website:

<https://kineticit.com.au/modern-slavery-statement/>.

Moral Right means:

- (a) right of attribution of authorship;
- (b) right not to have authorship falsely attributed; and
- (c) right of integrity of authorship,

conferred by the *Copyright Act 1968* (Cth) and any right of a similar nature anywhere in the world that exists now or that may come to exist in the future.

Nominated Jurisdiction means the State of Western Australia.

Party or **Parties** means Kinetic IT and/or the Supplier, as the context dictates.

Personal Information has the meaning as defined in any applicable Privacy Law.

Personnel means the persons who a Party uses to perform its obligations under the Agreement, whether an employee, director, officer, representative, agent, subcontractor of or seconded to that Party.

Policies and Guidelines means any applicable policies, codes of conduct, guidelines, procedures, protocols, standards, and/or any other practices issued by Kinetic IT, including but not limited to, work health and safety regulations, data protection and privacy policies, ethical conduct codes, operational procedures, and any other documented instructions or requirements that govern the behaviour, actions, and responsibilities of the Supplier and its Personnel, as published and updated from time to time.

Privacy Law means any applicable legislation (whether Australian or otherwise, and including binding codes of practice) regulating the handling of any Personal Information (including the collection, storage, handling, use or processing of Personal Information) including, but not limited to the *Privacy Act 1988* (Cth).

Published Date means the date these Standard Terms are published on the Kinetic IT website, being 10 October 2024.

Purchase Order means any authorised purchase order issued by Kinetic IT in writing, regardless of form or format.

Services means any services, tasks or works specified in the Purchase Order and includes any incidental services, tasks or works necessary for the performance of the Agreement.

Standard Terms means these Purchase Order Terms and Conditions.

Supplier means the Party that enters into the Agreement with Kinetic IT to provide the Goods or Services as specified in the relevant Purchase Order.

Third-Party means any person or entity that is not party to the Agreement.

Warranty Period means, in relation to:

- (a) Goods – a period of 12 months commencing on the date delivery occurs in accordance with clause 3.2(c); and
- (b) Services – a period of 12 months from the date that the Services are completed to Kinetic IT's satisfaction,

unless stipulated otherwise in the Purchase Order.

2.2 INTERPRETATIONS

In these Standard Terms, unless context states otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, two (2) or more persons binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes a party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or additional trustee;
- (e) a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time and, for the avoidance of doubt, includes any annexes or schedules of that document;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) monetary references are references to Australian dollar currency (\$AUD); and
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

2.3 NON-BUSINESS DAYS

If the day on which a person must do something under this Contract is not a Business Day, the person must do it on or by the next Business Day.

2.4 THE RULE OF "CONTRA PROFERENTEM"

This document is not to be interpreted against the interests of a Party merely because that Party proposed this document or some provision of it or because that Party relies on a provision of this document to protect itself.

2.5 PRECEDENCE

In the event and to the extent of an inconsistency or conflict between these Terms and Conditions and the Purchase Order, the Purchase Order will prevail to the extent of that inconsistency or conflict.

3. SUPPLY OF GOODS & SERVICES

3.1 GENERAL

- (a) The Supplier:
 - (i) acknowledges that Kinetic IT has provided copies and/or access to the Policies and Guidelines to the Supplier;
 - (ii) agrees to comply with the Policies and Guidelines; and
 - (iii) agrees to ensure that all the Supplier's Personnel are fully aware and will comply with the requirements and obligations set out in the Policies and Guidelines
- (b) Failure by the Supplier to adhere to the Policies and Guidelines may result in the termination of the Agreement.

3.2 SUPPLY OF GOODS

- (a) This clause 3.2 applies to the extent that the Purchase Order requires the provision of Goods.
- (b) The Supplier must deliver the Goods on or before the Delivery Date (save that delivery prior to the Delivery Date must be by agreement with Kinetic IT).
- (c) Unless specified otherwise in the Purchase Order, delivery occurs after the Goods have been:
 - (i) off-loaded at the delivery address specified in the Purchase Order;
 - (ii) inspected by Kinetic IT; and
 - (iii) accepted by Kinetic IT as being in accordance with these Standard Terms, including without limitation in accordance with the requirements of clause 3.2(f).
- (d) Risk in the Goods passes to Kinetic IT on delivery of the Goods, and title and property pass upon payment.
- (e) The Supplier warrants it has good title to the Goods and the Goods are free from any encumbrance or charge.
- (f) Goods must be packed with a suitable amount of packaging to ensure safe delivery and must be accompanied with a delivery docket or packing note that quotes the Purchase Order number, quantity supplied and description of the Goods.
- (g) Unless stated otherwise in the Purchase Order, Kinetic IT is not required to pay for Goods until the requirements of clause 3.2(c) have been satisfied.

3.3 SUPPLY OF SERVICES

- (a) This clause 3.3 applies to the extent that the Purchase Order requires the provision of Services.
- (b) The Supplier must:
 - (i) comply with all lawful instructions and requirements of Kinetic IT;
 - (ii) provide at its own cost all supervision, labour, materials, plant, transport, tools and equipment required for the performance of the Services;
 - (iii) hold and keep current, all licences, permits, consents, assurances, authorisations and approvals necessary for or essential to the carrying out of the Services;
 - (iv) comply with all applicable laws;
 - (v) take all reasonable precautions to ensure the safety of the general public and the safety of its personnel when performing the Services;
 - (vi) upon request of Kinetic IT, obtain (at the Supplier's expense) and provide an Australia-wide police clearance in respect of any of its Personnel who are, or are likely to, attend any Kinetic IT premise for the purposes of providing the Services; and
 - (vii) exercise due care, skill and judgment in accordance with applicable professional standards, principles and industry practices.

4. WARRANTIES & ACKNOWLEDGEMENTS

- (a) The Supplier warrants that the Goods and/or Services:
 - (i) are of merchantable quality and fit for their purpose;
 - (ii) conform with the description and the specifications in the Purchase Order;
 - (iii) throughout the Warranty Period, will operate in accordance with the specifications and otherwise in accordance with the operation of similar products; and
 - (iv) are new unless otherwise agreed in writing.
- (b) If any Goods or Services are found to be defective or otherwise do not comply with clauses 3.3(b) or 4(a), and Kinetic IT notifies the Supplier of the defect during the

Warranty Period, the Supplier must, at its own cost, promptly replace the Goods or rectify the defective Services.

- (c) If the Supplier fails to rectify a defect in accordance with clause 4(b), Kinetic IT may rectify the defects itself or through a third party at the cost of the Supplier.
- (d) The Supplier acknowledges and agrees that:
 - (i) Kinetic IT reserves the right to update, amend or modify these Standard Terms at any time;
 - (ii) any such changes will be effective immediately upon the Published Date, subject to prior notification by Kinetic IT to the Supplier. If the Supplier does not agree with the change, the change will not apply to an existing Purchase Order; and
 - (iii) it is the responsibility of the Supplier to review the Standard Terms periodically for any changes.

5. CHARGES, PAYMENT & GST

- (a) Except as specified other in a Purchase Order, the Charges are exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the Agreement.
- (b) An invoice cannot be issued until after the delivery of the Goods.
- (c) Unless specified otherwise in the Purchase Order, Kinetic IT must pay the amount specified in the Purchase Order, by electronic funds transfer, within 30 days from the receipt of the invoice issued by the Supplier.
- (d) Unless otherwise stated, all amounts payable under the Agreement are expressed to be exclusive of, but subject to, GST and both Parties acknowledge that where GST is applied to any payment the amount payable shall be increased by multiplying the GST exclusive amount by the then applicable rate of GST.
- (e) The Supplier shall provide Kinetic IT with a valid GST invoice.

6. CONFIDENTIALITY & PRIVACY

- (a) The Supplier must maintain Confidential Information as confidential and not disclose to any Third-Party any information or documentation identified by Kinetic IT as Confidential Information or which the Supplier should reasonably have known was Confidential Information, unless:
 - (i) the Supplier has received written consent from Kinetic IT; or
 - (ii) as required by law.
- (b) Prior to any such disclosure under clause 6(a), the Supplier must promptly notify Kinetic IT in writing of the disclosure which must include:
 - (i) details of the Confidential Information to be disclosed; and
 - (ii) reason(s) for the disclosure.
- (c) In respect of any Personal Information the Supplier receives from Kinetic IT, the Supplier must comply with all applicable Privacy Laws and with any guidelines, directions or policies issued by a Government Authority relating to the collection, use, disclosure, security and storage of Personal Information.
- (d) In the event of any unauthorised disclosure, loss of, or inability to account for any Confidential Information or Personal Information of Kinetic IT occurs, the Supplier must:
 - (i) promptly notify Kinetic IT;
 - (ii) cooperate with Kinetic IT, including taking any such actions necessary or reasonably requested by



- Kinetic IT to minimise the violation and any damage resulting from it;
- (iii) take appropriate steps to prevent a recurrence of the violation; and
 - (iv) if Kinetic IT considers that an Eligible Data Breach may be involved, follow such directions as Kinetic IT may give in relation to any mandatory reporting or other obligations.
- (e) On termination of the Agreement or upon written notice, the Supplier must return or destroy any and all of the Kinetic IT's Confidential Information and Personal Information in its possession or control.
 - (f) If required by Kinetic IT, the Supplier must enter into a separate Confidentiality Agreement with Kinetic IT prior to commencing the supply of the Goods or performance of the Services.
 - (g) The obligations set out in clauses 6(a) and 6(b) survive any termination or expiry of the Agreement.

7. INTELLECTUAL PROPERTY

- (a) All Intellectual Property produced under the Agreement shall vest in Kinetic IT immediately upon creation.
- (b) Nothing in the Agreement gives the Supplier any interest in any Intellectual Property of Kinetic IT at any time arising out of or in connection with the Agreement.
- (c) The Agreement has no effect on the ownership of the Parties' pre-existing Intellectual Property. For avoidance of any doubt, the ownership of a Party's Intellectual Property already in existence prior to the Parties entering the Agreement remains with that Party.
- (d) The Supplier grants to Kinetic IT an irrevocable, perpetual, worldwide and royalty free licence to use any Intellectual Property not vested Kinetic IT, that is necessary for Kinetic IT to have the benefit of the Goods or Services under the Agreement.
- (e) Kinetic IT grants the Supplier a non-transferable royalty free licence to use Kinetic IT's intellectual property to the extent that such use is necessary in connection with the delivery of Services, subject to any terms reasonably imposed by Kinetic IT.
- (f) The Parties must not do anything that is, or is likely to be, an infringement of, or otherwise inconsistent with, any Moral Rights in connection with the Agreement.

8. EXCLUSION OF REPRESENTATION & WARRANTIES

- (a) The Supplier warrants that it has not relied on any representation made by Kinetic IT that has not been stated expressly in the Agreement or upon any descriptions, illustrations or specifications contained in any document, including catalogues or publicity material produced by Kinetic IT.
- (b) Without limiting clause 8(a), the Supplier acknowledges that to the extent Kinetic IT has made any representation that is not otherwise expressly stated in the Agreement, the Supplier has been provided with an opportunity to independently verify the accuracy of that representation.
- (c) To the full extent permitted by law, all conditions and warranties which would otherwise be implied in this Agreement (by statute, general law, custom or otherwise) are expressly excluded.

9. INDEMNITIES & LIABILITY

- (a) The Supplier indemnifies Kinetic IT in respect of any Loss suffered or incurred by Kinetic IT arising from or in connection with the Agreement.

- (b) The indemnity in clause 9(a) does not apply to the extent that the Loss was caused by Kinetic IT's negligent act or omission.
- (c) Without limiting the generality of clause 9(a), the Supplier indemnifies Kinetic IT and each of its employees, agents and contractors and must pay on demand, the amount of all Losses incurred by any of them as such expenses are incurred, in connection with any proceedings brought by a Third-Party against Kinetic IT alleging that Kinetic IT's use of the Goods or Services constitutes an infringement of intellectual property rights.
- (d) To the extent permitted by law, in no circumstances is Kinetic IT liable, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whatever the cause, to the Supplier for any indirect or Consequential Loss, even if the Supplier had advised Kinetic IT of the possibility of such Loss, or for loss of business profits, data loss, revenue, opportunity, goodwill or anticipatory profits, or loss arising from business interruption or arising out of the performance of this Contract by Kinetic IT, its servants or agents.
- (e) To the extent permitted by law, the operation of applicable proportionate liability legislation is excluded and, without limiting the foregoing, the Supplier will not seek to apply such legislation to any claim by Kinetic IT against the Supplier.

10. BUSINESS ETHICS

10.1 ANTI-BRIBERY & CORRUPTION

The Supplier warrants and represents to Kinetic IT that:

- (a) neither the Supplier nor its Personnel, has directly or indirectly engaged in any bribery or corruption in connection with the business conducted by the Supplier;
- (b) the Supplier has implemented and maintains effective anti-bribery and corruption policies to prevent and detect bribery or corruption;
- (c) the Supplier complies with all ABC Laws; and
- (d) there are no ongoing investigations, proceedings or claims related to bribery or corruption involving the Supplier or its Personnel.

10.2 MODERN SLAVERY

- (a) The Supplier represents and warrants that in connection with the subject matter of the Agreement, neither the Supplier nor its Personnel have engaged in or allowed, and none of the foregoing will engage in or allow any conduct that would constitute a violation of a Modern Slavery Law, including but not limited to:
 - (i) excessive fees imposed on a worker for employment placements and transportation; and
 - (ii) depriving and withholding workers access of their passports or identity documents without the worker's genuine consent.
- (b) The Supplier understands and acknowledges that, in accordance with Modern Slavery Laws, Kinetic IT is required to prepare a Modern Slavery Statement and the Supplier agrees to provide Kinetic IT will all reasonable assistance to enable it to prepare a Modern Slavery Statement including providing confirmation the Supplier has:
 - (i) investigated the risk of modern slavery in its operations and supply chain and, where a risk of modern slavery has been identified, it has taken steps to address such risk;
 - (ii) notified Kinetic IT of any confirmed instance of modern slavery in its operations or supply chain;

- (iii) the necessary process, procedures and compliance systems in place to identify and manage modern slavery risk; and
- (iv) included clauses similar to this clause 10.2 in its own subcontractor and supply agreements.

10.3 CONTROLS

- (a) The Supplier will:
 - (i) maintain adequate controls over all transactions in relation to the Agreement;
 - (ii) properly record all transactions in relation to the Agreement;
 - (iii) maintain accurate books and records in relation to each transaction for a period of no less than five (5) years from the date of each transaction; and
 - (iv) notify Kinetic IT or any actual suspected breach of an ABC Law or Modern Slavery Law.
- (b) Kinetic IT may, on reasonable notice and at its sole expense, conduct an audit of books and records referred to in clause 10.3(a) for the purposes of verifying compliance with the terms of the Agreement or to determine whether a violation of an ABC or Modern Slavery Law has occurred.
- (c) Kinetic IT may terminate the Agreement under clause 11(a)(ii) if the Supplier commits a violation of a Modern Slavery Law.

10.4 ENVIRONMENTAL SUSTAINABILITY

The Supplier, in providing the goods and/or services to Kinetic IT under a Purchase Order, agrees to comply with:

- (i) Kinetic IT's Environmental Management System as notified or made available to the Supplier from time to time;
- (ii) the ESP; and
- (iii) all applicable environmental laws, regulations, and standards.

11. TERMINATION

- (a) Without prejudice to any right Kinetic IT may have to recover damages or any other rights at law, Kinetic IT may terminate the Agreement with immediate effect by written notice to the Supplier if:
 - (i) the Supplier is in breach of any term of the Agreement and such breach is not rectified within 10 Business Days of notification by Kinetic IT;
 - (ii) the Supplier commits a material breach of its obligations under the Agreement that is not capable of remedy; or
 - (iii) subject to any statutory stay period, the Supplier becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration.
- (b) Kinetic IT may terminate or suspend its obligations under the Agreement at any time for its own convenience, without incurring any liability to Kinetic IT, by giving no less than 30 days' notice, in writing, to the Supplier.

12. GENERAL

12.1 SURVIVAL OF COVENANTS

Any clauses in these Standard Terms that, by their nature are intended to survive termination or expiry of the Agreement survive termination or expiry of the Agreement.

12.2 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes any previous understanding, agreement, representation or warranty between the Parties in connection with its subject matter.

12.3 RELATIONSHIP OF PARTIES

The Supplier is an independent contractor without authority to bind Kinetic IT by contract or otherwise and nothing in the Agreement is to be treated as creating an employer/employee relationship, agency arrangement, partnership or joint venture between the Supplier and Kinetic IT or any of Kinetic IT's personnel.

12.4 ASSIGNMENT

Neither Party will assign, attempt to novate or otherwise transfer its rights or liabilities under the Agreement without the other Party's prior written consent. The Agreement is binding on the successors and assigns of each Party.

12.5 CONSENT

Where the Agreement contemplates that Kinetic IT may agree or consent to something (however it is described), Kinetic IT may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions.

12.6 WAIVER

A right or remedy may only be waived in writing (signed by the Party giving the waiver) and a waiver of a right or remedy (either wholly or in part) on one or more occasions does not operate as a waiver of that right or remedy or as an estoppel precluding enforcement of that right or remedy if it arises again.

12.7 VARIATION

The Agreement may only be varied by written agreement of authorised representatives of the Parties.

12.8 SEVERANCE

If any provision of the Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable unless this would materially change the intended effect of the Agreement.

12.9 SUBCONTRACTING

- (a) The Supplier must not subcontract or arrange for another person to perform any part of the Services without the prior written approval of Kinetic IT.
- (b) The Supplier acknowledges and agrees that any subcontractor is bound by the relevant terms of the Agreement as if the subcontractor was the Supplier in the Agreement.
- (c) Notwithstanding the prior written approval of Kinetic IT, the Supplier remains liable for the acts, errors and omissions of the subcontractor as if they were acts, errors and omissions of the Supplier.

12.10 DISPUTES

Neither Party will bring any court proceedings relating to the Agreement (except urgent interlocutory proceedings) without first making a bona fide attempt to resolve the dispute by negotiation.

12.11 FORCE MAJEURE

- (a) Neither Party will be liable for any delay or failure to perform its obligations to the Agreement if such delay is due to a Force Majeure Event.
- (b) A Party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure as quickly as possible.
- (c) If a Force Majeure Event continues for more than 45 days, either Party may terminate this Agreement by giving at least five (5) Business Days' written notice to the other Party, and in the event of termination neither Party is

liable to the other except to the extent of rights or obligations which accrued before the termination.

12.12 INSURANCE

The Supplier must at all times maintain insurances required by law and, if requested by Kinetic IT, provide Kinetic IT with certificates of currency.

12.13 GOVERNING LAW

- (a) The Agreement and any dispute arising out of or in connection with the subject matter of the Agreement is governed by the laws of the State of Western Australia.
- (b) Each Party submits to the non-exclusive jurisdiction of the courts of the State of Western Australia and courts of appeal from them, together with any Federal Court exercising jurisdiction in the State of Western Australia, in respect of any proceedings arising out of or in connection with the subject matter of the Agreement, and each Party waives any right it may have to claim those courts are an inconvenient forum.
- (c) Each Party irrevocably waives any right it has to object to any legal process being brought in those courts including any claim that the process has been brought in an inconvenient forum or that those courts do not have jurisdiction.

12.14 OPERATIONS OF INDEMNITIES

Each indemnity in the Agreement survives termination or expiry of the Agreement and a Party may recover a payment under an indemnity in the Agreement before it makes the payment in respect of which the indemnity is given.

12.15 GIVING EFFECT TO AGREEMENT

Each Party, its employees and agents must do anything (including execute any document) that the other Party may reasonably require to give full effect to the Agreement.

12.16 COST OF AGREEMENT

Each Party must pay its own expenses incurred in negotiating, executing, stamping and registering the Agreement.

12.17 EXERCISE OF RIGHTS

- (a) The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of the Agreement.
- (b) Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of the Agreement.

12.18 COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will constitute one and the same Agreement, provided that this Agreement will be of no force and effect until the counterparts are exchanged.

12.19 ELECTRONIC SIGNATURE

The Parties agree and consent to the use of electronic signing method for all Purchase Orders and intend that their respective electronic signatures have the same effect as wet-ink signatures.