

# Purchase Order Terms and Conditions version 1/8/22

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these terms and Terms:

- (a) **Agreement** means an agreement between REMONDIS and Supplier for the supply of Goods or Services constituted by a Purchase Order, these Terms and any agreed variation;
- (b) **Anti-Corruption Laws** means any statute, law, code, regulation or similar instrument in connection with the prohibition of bribery and corruption that is applicable to the performance of this Agreement.
- (c) **CoR Law** means any laws in relation to safety concerning the carriage of goods by road, including as to mass, dimension, load restraint, speed, fatigue and vehicle standards, roadworthiness and maintenance and including the HVNL.
- (d) **Delivery Date** means the Delivery Date of the Goods and/or performance of the Services as set out in the Purchase Order;
- (e) **Delivery Point** means in relation to Goods, the delivery address for the Goods as set out in the Purchase Order and in relation to the Services, the place for performance of the Services as set out in the Purchase Order;
- (f) **Goods** means the goods described in the Purchase Order;
- (g) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended (GST Act or any replacement or any other relevant legislation and regulations);
- (h) **HVNL** means the *Heavy Vehicle National Law and Regulations* and any other laws of any State/Territory which give effect to any of them, *Road Traffic (Administration) Act 2008* (WA) and *Road Traffic (Vehicles) Act 2012* (WA), any similar laws in any State/Territory and any replacement or modification of any of the foregoing and any Industry Code of Practice registered under the Heavy Vehicle National Law.
- (i) **Intellectual Property Rights** means any intellectual or industrial property right, whether protected by statute, at common law or in equity, including any patent, registered design, (whether or not registrable), invention, trade secret, circuit layout design, or right in relation to circuit layouts, right to confidential information, technical information, trademark or name, copyright or other protected right;
- (j) **Laws** includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-law whether commonwealth, state, territorial or local in relation to environmental and occupational health and safety matters;
- (k) **Loss** means any loss, liability, costs (including legal costs at the higher of an indemnity or solicitor-client basis) or expense incurred by REMONDIS relating to this Agreement;
- (l) **Modern Slavery Laws** means any statute, law, code, regulation or similar instrument in connection with the reporting of modern slavery that is applicable to the performance of these Terms and an Agreement, including the *Modern Slavery Act 2018* (Cth) or the *Modern Slavery Act 2018* (NSW);
- (m) **Personal Information** means:
  - (I) information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion; or
  - (II) information or a document that relates to the affairs or personal particulars of another person (such as a company or a business), which is received or learnt from any source as a consequence of or in the performance of this Agreement.
- (n) **PPSA** means the *Personal Property Securities Act 2009* (Cth);
- (o) **Price** means the price payable by REMONDIS to the Supplier as shown on the Purchase Order.
- (p) **Purchase Order** means REMONDIS's order accompanying these Terms or otherwise placed or communicated with the Supplier and includes these Terms
- (q) **REMONDIS** means REMONDIS Australia Pty Ltd ACN 002 429 781 of Level 4, 163 O'Riordan Street, Mascot NSW 2020, or any related body corporate (within the meaning of section 50 of the Corporations Act) as specified in the Purchase Order;
- (r) **Representative(s)** of a party means that party's director, or authorised officer, employee, agent or sub-contractor;
- (s) **Services** means the services described in the Purchase Order;
- (t) **Specifications** means any technical or other specification relating to the Goods and/or Services referred to in the Purchase Order and details of which have been supplied by REMONDIS or its Representative to the Supplier;
- (u) **Supplier** means the person or body corporate who sells the Goods or provides the Services to REMONDIS; and
- (v) **Terms** mean these terms and conditions of purchase, as amended from time to time available at [www.remondis-australia.com.au/our-suppliers/](http://www.remondis-australia.com.au/our-suppliers/).

### 1.2 Interpretation

In the interpretation of these Terms, unless the context or subject matter otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (c) if a party consists of more than 1 person, the Agreement binds each of them separately and any 2 or more of them jointly;
- (d) an obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly; and
- (e) time is of the essence in respect of all Supplier's obligations to REMONDIS.

## 2. AGREEMENT

### 2.1 Consideration

The Supplier agrees to supply the Goods and/or Services to REMONDIS in accordance with the Agreement, and in consideration for this REMONDIS agrees to pay the Price to the Supplier.

### 2.2 Acceptance

The Supplier is deemed to have accepted these Terms on acceptance of the Purchase Order including the Supplier commencing performance of the Services, delivery of the Goods or invoicing REMONDIS.

### 2.3 Precedence

These Terms will apply to all contracts for the purchase of Goods and/or Services by REMONDIS from the Supplier. Notwithstanding any Supplier terms or documents communicated in any way to REMONDIS including terms contained in any quote, consignment or proposal, these Terms will apply to the Goods and/or Services described in any Purchase Order and these Terms will prevail or supersede any other terms to the extent of any inconsistency.

### 2.4 Application

To the extent permitted by Law, these Terms apply to all Purchase Orders, and to the extent the Supplier's terms and conditions are supplied to REMONDIS with (or in respect of) the Goods and/or Services, those Supplier terms and conditions will be of no legal effect and will not constitute part of the Agreement, except to the extent that the Supplier's terms and Terms are agreed to in writing and signed by REMONDIS.

## 3. PRICE

### 3.1 Price of Goods and/or Services supplied

The Price specified in the Purchase Order is fixed, and is not subject to increase. The price includes all costs of testing, inspection, labelling, packing and freight and delivery to and off-loading at the Delivery Point as specified in the Purchase Order.

### 3.2 GST

The Price at which the Goods and/or Services are provided by the Supplier to REMONDIS includes (unless otherwise stated or agreed in writing) GST, if applicable.

### 3.3 Freight

Unless otherwise stated or agreed in writing the Supplier is responsible for freight and delivery to the Delivery Point as specified in the Purchase Order.

## 4. PAYMENT

### 4.1 Payment Terms

Payment for Goods and/or Services supplied by the Supplier to REMONDIS will be tendered within 45 days after the end of the month in which the Supplier's invoice for those Goods and/or Services, issued in accordance with clause 4.2, is received by REMONDIS.

### 4.2 Invoices

The Supplier must provide REMONDIS with a GST compliant tax invoice for the Goods and/or Services provided under this Agreement. Each invoice must include:

- (a) a reference to the Purchase Order number;
- (b) a reference to the item number;
- (c) a detailed description of the delivered Goods or performed Services (including sizes, quantities, weight, unit and price);
- (d) the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order; and
- (e) the amount of any applicable GST.

REMONDIS will only accept invoices which include such information and may require the Supplier to reissue a valid invoice, to comply with this clause 4.2, prior to payment.

## 5. DELIVERY AND PERFORMANCE

### 5.1 Delivery of Goods and Performance of Services

- (a) The Supplier must ensure that the Good and/or Services are delivered or performed (as applicable) at the Delivery Point on the Delivery Date. Should any change in the Delivery Date (or dates) be proposed by the Supplier for any reason, immediate written notice must be given to REMONDIS who may, acting reasonably, accept or reject such proposal.
- (b) If REMONDIS rejects a proposal to change the Delivery Date and the Supplier fails to deliver on the Delivery Date, REMONDIS may by written notice to the Supplier, terminate this Agreement or the agreement to supply particular Goods and/or Services under a Purchase Order. If REMONDIS has paid a deposit, the Supplier must refund the deposit in full to REMONDIS. This clause does not limit other rights or remedies available to REMONDIS under this Agreement.

## 6. TITLE AND RISK

### 6.1 Title

Property in the Goods passes to REMONDIS on delivery of the Goods by the Supplier.

### 6.2 Risk

The Supplier bears all risks of loss and damage (excluding loss or damage caused by REMONDIS) to the Goods and/or Services until final acceptance by REMONDIS in accordance with clause 6.4.

### 6.3 Final inspection and acceptance

Notwithstanding any prior inspections, usage or payments, all Goods will be subject to:

- (a) final inspection which may include measurement, testing or examination; and
- (b) acceptance at REMONDIS's facility within a reasonable time after receipt of the Goods.

### 6.4 Date of acceptance

Acceptance of the Goods and/or Services by REMONDIS will occur on the earlier of:

- (a) the date upon which REMONDIS notifies the Supplier in writing of acceptance; or
- (b) if REMONDIS has not rejected the Goods and/or Services under clause 6.5, after receipt of the Goods and/or Services.

## 6.5 Rejected Goods or Services

REMONDIS may reject any Goods and/or Services at the Delivery Point, which do not comply strictly with the Agreement. Once the Goods and/or Services are rejected, REMONDIS, in its sole discretion, may require:

- (a) in the case of either Goods or Services, the Supplier to refund any payment within 14 days; or
- (b) in the case of Goods, replacement of the Goods to REMONDIS's satisfaction; or
- (c) in the case of Services, the re-supply of the Services.

Title and risk in the rejected Goods immediately re-vests in the Supplier. The Supplier must, at its cost, remove from the rejected Goods any of REMONDIS's intellectual property or any other distinguishing features such as name or symbols.

## 6.6 No Waiver

REMONDIS' acceptance does not waive rights. If REMONDIS accepts any Goods or Services, this does not extinguish any of REMONDIS's rights if the Goods or Services do not comply with a term of the Agreement.

## 6.7 REMONDIS' Property

All drawings, Specifications, artwork, data, material, supplies, equipment, tooling, dyes, moulds, fixtures and patterns furnished or paid for by REMONDIS, will be REMONDIS's exclusive property, and will be used by the Supplier only in performance of the Purchase Order. Such property, while in the Supplier's custody and control, will be held at the Supplier's sole risk and, upon REMONDIS's request, will be returned to REMONDIS in good condition with reasonable wear and tear accepted.

## 7. SUPPLIER WARRANTIES

### 7.1 Warranties relating to Goods

The Supplier warrants that the Goods:

- (a) are safe and free from risk to health and safety and compliant with all relevant laws;
- (b) are and will remain free from any Security Interest (as that term is defined in the PPSA), or any other security, charge or encumbrance;
- (c) are free from all defects or faults;
- (d) are of acceptable quality;
- (e) are clearly and durably labelled identifying the Goods and including any appropriate and correct warning and instructions;
- (f) are fit for the purpose for which purchased (as communicated by REMONDIS before the Purchase Order or as should be reasonably understood by the Supplier of the Goods who is experienced in such technical and specific matters relating to the Goods and the purpose they are intended for);
- (g) match the description and the Specifications referred to in the Purchase Order;
- (h) comply with any representations, descriptions, samples or other specifications (including the Specifications) including quality, function, performance or design;
- (i) comply with all legislation, regulations and other governmental requirements in Australia relating to the Goods including those relating to manufacturing, packaging, labelling and transportation; and
- (j) include any applicable Supplier's warranty that passes to the consumer from REMONDIS without liability to REMONDIS.

### 7.2 Warranties relating to Services

The Supplier warrants that the Services:

- (a) will be performed by personnel that are suitably qualified, experienced and hold all requisite licences and authorisations necessary to conduct the Services;
- (b) will be performed in compliance with all policies and procedures of REMONDIS (as are applicable to the provision of the Services and notified to the Supplier from time to time); and
- (c) will be provided with due care and skill, with the same or higher level of care and skill as would reasonably be expected of a person qualified and experienced in the supply of the same or similar Services, taking all necessary care to avoid loss or damage.

## 8. INTELLECTUAL PROPERTY RIGHTS

- (a) The Supplier warrants that the Goods and Services, and REMONDIS's reasonably foreseeable use of them will not infringe the Intellectual Property Rights of any person. The Supplier indemnifies REMONDIS against breach of this warranty.
- (b) REMONDIS will own all Intellectual Property Rights arising from performance of the Services. The Supplier assigns such rights to REMONDIS and agrees to execute any document reasonably required by REMONDIS to evidence or perfect such ownership.
- (c) The Supplier grants REMONDIS a licence of all Intellectual Property Rights owned by the Supplier and not assigned under clause 8(b) to enable it to use, modify, maintain and repair the Goods and enjoy the benefit of the Services.

## 9. CONFIDENTIALITY

The Supplier must ensure that its Representatives keep confidential all information supplied by REMONDIS or relating to this Agreement (**Information**), and not use or disclose that information except to fulfill its obligations under this Agreement. The Information supplied remains the property of REMONDIS and the Supplier must not disclose the Information without prior written consent of REMONDIS.

This clause does not apply to Information which is lawfully obtained from a third party, is public knowledge, is already known or is otherwise independently developed by Representatives of the Supplier who have not been exposed to the Information.

## 10. WORK ON REMONDIS' PREMISES

If any Services are to be performed on REMONDIS' premises, the Supplier must comply with all applicable Laws and all of REMONDIS' current safety and other applicable policies and procedures (as notified to the Supplier). The Supplier will provide REMONDIS with a complete list of all chemicals, hazardous materials, and ingredients in the composition of goods used in the performance of the Services and a copy of the material safety data sheet for such chemicals and hazardous materials. The submission of such list by the Supplier will not relieve the Supplier of exclusive responsibility for the safe transportation, use, storage and disposal of such materials prior to acceptance by REMONDIS. All chemicals and hazardous materials brought by the Supplier to REMONDIS' premises will bear a label stating the identity of the chemical of material and the hazards associated with it.

## 11. INDEMNITY

### 11.1 Indemnity

The Supplier indemnifies REMONDIS, its affiliated companies, and their Representatives, successors, and assigns and holds them harmless from and against any and all claims, suits, actions, liabilities, Loss, judgments or damages, arising directly or indirectly from or in connection with:

- (a) the acts, negligence, omissions or wilful misconduct of the Supplier;
  - (b) the Goods or Services supplied;
  - (c) a breach of any of the Supplier's warranties or any other term of the Agreement;
  - (d) the Supplier's negligent, unauthorised or wrongful acts or omissions with regards to the use, delivery or installations of hazardous materials;
  - (e) a claim that any Goods or Services supplied to REMONDIS infringe upon or misappropriate the Intellectual Property Rights of another person; or
  - (f) a claim of any lien, security interest or other encumbrance made by a third party.
- (g) The indemnity in this clause is reduced to the extent that REMONDIS has caused or contributed to such claims, suits, actions, liabilities, Loss, judgments or damages.

### 11.2 Limitation of Liability

Neither party is liable for any indirect, special or consequential loss or damage of any nature. For the purpose of this clause, 'indirect, special or consequential loss' includes:

- (a) any loss of income, profit or business;
- (b) any loss of goodwill or reputation; and
- (c) any loss of value of intellectual property.

This clause 11.2 will be of a continuing nature and survive the termination or expiration of the Agreement.

## 12. TERM AND TERMINATION

### 12.1 Term

This Agreement will commence and end on the dates specified in the Purchase Order unless otherwise terminated earlier in accordance with the remainder of this clause 12. Clauses 9, 11.2, 13, 15, 18 and 19 survive termination of the Agreement.

### 12.2 Without cause

REMONDIS may, at any time on the provision of reasonable written notice, terminate the Purchase Order, in whole or in part, without cause, upon written notice to the Supplier. Following receipt of such notice by the Supplier, the Supplier will, to the extent specified by REMONDIS, stop all work on the Purchase Order, and cause its suppliers and subcontractors to stop work. If REMONDIS terminates the Purchase Order under this clause, the Supplier will be entitled to claim, by written notice to REMONDIS, any non-recoverable costs that the Supplier properly and directly incurred prior to the date of termination for the purpose of fulfilling the Purchase Order. For the avoidance of doubt, such costs will not include anticipated profits for undelivered Goods or unperformed Services.

### 12.3 With cause

REMONDIS may terminate the Purchase Order immediately, in whole or in part, if the Supplier:

- (a) fails to make delivery of the Goods or perform the Services within the time specified in that Purchase Order;
- (b) fails to replace defective Goods or Services in accordance with these Terms;
- (c) breaches a term of the Agreement that cannot be remedied, or for a breach capable of remedy, fails to remedy that breach within 14 days after receipt of written notice from REMONDIS; or
- (d) becomes insolvent, files or has filed against petition in bankruptcy, or makes an assignment for the benefit of creditors.

## 13. INSURANCE

During the period of the Agreement, while the Supplier has the risk in the Goods and unless or until REMONDIS takes delivery and risk and title in the Goods, the Supplier must, at its own expense:

- (a) maintain appropriate insurance in relation to public liability and product liability with a reputable insurer for at least \$20,000,000;
- (b) maintain appropriate insurance in relation to professional indemnity with a reputable insurer for at least \$5,000,000;
- (c) maintain workers' compensation in accordance with applicable legislation; and
- (d) insure the Goods and/or Services with a reputable insurer for their full replacement cost.

The Supplier must, upon REMONDIS's request, provide REMONDIS with certificates of currency with respect to these insurance policies.

## 14. RECOVERY OF MONIES

Any debt due from or moneys payable by the Supplier to REMONDIS whether under this Agreement or otherwise may be deducted by REMONDIS from any moneys due or to become due to the Supplier under this Agreement. REMONDIS is entitled to recover from the Supplier any balance that remains owing after deduction.

## 15. DISPUTE

Without affecting the rights of REMONDIS or of the Supplier at law or under any relevant or applicable statute, any dispute in connection with this Agreement must be resolved, as follows:

- (a) either party may give notice to the other party requesting that the Dispute be referred for resolution by negotiation senior Representatives of the parties who have authority to settle the dispute.
- (b) The Representatives must meet and enter into discussions in good faith to resolve the Dispute (in whole or in part) within 21 days of the date on which the notice was received (or such later date as the parties may agree).
- (c) Any agreement reached by the Representatives will be reduced to writing and will then be contractually binding on the parties.
- (d) If the dispute is not resolved by the Representatives within 35 days of the date on which the notice (or such later date as the parties may agree), the parties must refer the dispute to mediation administered by the Australian Disputes Centre (ADC). The mediation must be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to the ADC.
- (e) Notwithstanding the existence of a dispute, the Supplier must continue to perform its obligations under this Agreement. Nothing in this clause prevents either party from seeking urgent interlocutory relief.

## 16. VARIATIONS

### 16.1 Variation

REMONDIS may, prior to delivery of Goods or performance of the Services, direct the Supplier in writing to add, omit, amend, supplement or replace any Purchase Order Specification or these Terms. The Supplier must, within 7 days of such direction, advise REMONDIS in writing if it accepts the variation to the Purchase Order. If the Supplier rejects the variation or fails to advise REMONDIS with the specified period, the Purchase Order will be terminated unless otherwise agreed between the parties.

### 16.2 Price

Where a direction for a variation would result in variation to the Price, the Supplier must immediately advise REMONDIS in writing of the varied Price (which must be determined by the same method of pricing for the provision of the original Goods and/or Services). A variation to the Price is not effective unless it is communicated to REMONDIS in writing and signed by REMONDIS.

### 16.3 Agreement

If, in the opinion of the Supplier, a direction for a variation is likely to prevent the Supplier from meeting its obligations under the Agreement, it must immediately notify REMONDIS. REMONDIS will decide whether the variation will take effect and notify the Supplier of its decision in writing and may, in its discretion, modify the Agreement to the extent required to enable the Supplier to deliver the variation.

## 17. PRIVACY

REMONDIS collects Personal Information for the purposes of performing its obligations under this Agreement. By proceeding with this Agreement the Supplier consents to REMONDIS using the Personal Information to perform its obligations under this Agreement. REMONDIS will use that Personal Information in accordance with its Privacy Policy available at [www.remondis-australia.com.au/imprint](http://www.remondis-australia.com.au/imprint). The Supplier may contact REMONDIS to gain access to and request correction or amendment to the Supplier's Personal Information. REMONDIS may disclose the Supplier's Personal Information to:

- (a) third parties that are associated or connected with giving effect to the transaction contemplated under the Agreement and the performance of the Supplier's obligations under this Agreement; and
- (b) the Supplier's related entities (as defined in section 9 of the Corporations Act 2001).

Where REMONDIS has been requested to extend credit to the Supplier, the Supplier:

- (a) agrees that REMONDIS may disclose the Supplier's Personal Information to investigate the credit worthiness of the Supplier, including (without limitation), conducting a credit check at any time, making enquiries with persons nominated by the Supplier as trade references, its bankers or any other credit providers (CP's);
- (b) authorises the CP's to disclose to REMONDIS all information concerning the Supplier which is within the possession of the CP's, and which is requested by REMONDIS; and
- (c) consents to REMONDIS giving to, and obtaining from, the CP's, Personal Information about the Supplier and information about the commercial credit arrangements of the Supplier for the purpose of collecting overdue payments or for notifying other credit providers of default by the Supplier.

## 18. CoR Laws

Without limiting any other provision of this Agreement, the Supplier must and warrants that it has and will at all times in the performance of any Services or delivery of any Goods:

- (a) comply with the CoR Laws, including but not limited to not doing or requiring or refraining from doing or requiring anything which would directly or indirectly cause or encourage any person, including REMONDIS, or its employed or engaged drivers, to breach any CoR Law;
- (b) comply with any compliance policy, working practices and policies, instructions or reasonable direction of REMONDIS in relation to compliance with the CoR Laws and the Goods and/or Services;
- (c) ensure that any equipment and contents comply with and are within the allowable

weight; and

- (d) promptly advise REMONDIS of any facts or circumstances which come to its attention which may give rise to any breach or allegation of breach of the CoR Laws and provide REMONDIS with any information or documentation reasonably requested in relation to the same.

The Supplier agrees and acknowledges that REMONDIS may refuse to allow the Supplier to perform any Services under this Agreement if the performance of such would cause (directly or indirectly) REMONDIS to breach CoR Laws.

## 19. MODERN SLAVERY AND ANTI-BRIBERY & CORRUPTION

- (a) The Supplier agrees to comply with the Anti-Corruption Laws and Modern Slavery Laws and must not commit any act or omission which causes or could cause it or REMONDIS to breach, or commit an offence under, any Anti-Corruption Laws or Modern Slavery Laws.
- (b) The Supplier warrants and represents that it has not been convicted of any offence and has not been the subject of any investigation or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under any Anti-Corruption Laws or Modern Slavery Laws.
- (c) The Supplier must, to the extent permitted by law, promptly notify REMONDIS in writing if it becomes aware that any of the representations and warranties set out in this clause are, or might reasonably be expected to be, no longer correct.
- (d) The Supplier:
  - (i) acknowledges that modern slavery practices are violations of human rights and are serious breaches of Laws;
  - (ii) commits to supporting ethical supplier practices, including by taking reasonable steps to ensure that there are no human rights abuses, trafficking, slavery or slavery-like practices in any part of the Supplier's business;
  - (iii) warrants that neither:
    - (A) the Supplier; nor
    - (B) to the best of the Supplier's knowledge and belief (other than as disclosed in writing to REMONDIS) any of the Supplier's officers, employees, subcontractors, suppliers, or consultants (of any tier) have been convicted of any offence involving human rights abuses, trafficking, slavery or slavery like practices, and the Supplier repeats this warranty at the beginning of every month until completion of these Terms or Agreement;
  - (iv) must:
    - (A) comply with REMONDIS' Supplier Code of Conduct, available at [www.remondis-australia.com.au/our-suppliers/](http://www.remondis-australia.com.au/our-suppliers/) as amended from time to time;
    - (B) without limiting any other clause of the Agreement, provide all documents reasonably required for REMONDIS to comply with its reporting obligations, if any, under Modern Slavery Laws (as applicable to the State or Territory identified in the Purchase Order); and
    - (C) notify REMONDIS as soon as it becomes aware of any actual or suspected human rights abuses, trafficking, slavery or slavery-like practices in its supply chain which has a connection with the Goods and/or Services;
  - (v) indemnifies REMONDIS in respect of any claim, Loss or damage incurred by REMONDIS arising out of or in connection with any breach of the Supplier's obligations and warranties as set out in this clause 19.

## 20. GENERAL

### 20.1 No Relationship:

The Supplier is an independent contractor of REMONDIS. Nothing in these Terms constitutes any other type of relationship between the parties.

### 20.2 Subcontracting:

The Supplier must obtain REMONDIS's written consent before it:

- (a) subcontracts any obligation under the Agreement; or
- (b) assigns, charges or encumbers this Agreement or any rights under this Agreement; or
- (c) advertises or publishes anything concerning the Agreement.

### 20.3 Governing Law:

The law of the State of New South Wales, Australia governs this Agreement. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales.

### 20.4 Waiver:

A waiver by either party:

- (a) in respect of a breach of a provision of the Agreement by the other party will not constitute a waiver in respect of any other breach of that or any other provision; and
- (b) is not effective unless it is in writing, and only relates to the specific purpose for which it is given.

### 20.5 No limitation of statutory rights and severance:

Nothing in this Agreement has the effect of or is taken to have the effect of excluding, restricting or modifying the provisions of any relevant or applicable statute. If it is determined that a word, phrase, sentence, paragraph or clause is unenforceable, illegal or void, then it is severed and the other provisions of this Agreement remain operative.

### 20.6 Entire Agreement

The entire Agreement between REMONDIS and the Supplier for the purchase of the Goods and/or Services by REMONDIS from the Supplier is constituted by:

- (a) these Terms; and
- (b) any agreed written variation.