

GENERAL TERMS AND CONDITIONS

1. Definitions

In this Contract, except where the context otherwise requires:

'Approval' means any approval, consent, declaration, exemption, accreditation, licence, permit, certificate, waiver or other authorisation required by any Law or Authority.

'Australian Consumer Law' means Schedules 1 and 2 and any other relevant provisions of the *Competition and Consumer Act 2010* (Cth).

'Authority' means any:

- (a) government or semi-government;
- (b) public, local or statutory authority;
- (c) court, judicial or administrative body or tribunal; or
- (d) utility or telecommunications provider, which has jurisdiction in connection with the Site or the Goods or Services.

'Business Day' has the meaning given in the *Building and Construction Industry Security of Payment Act 1999* (NSW).

'Claim' means any claim, demand, action or proceeding for any payment, entitlement, right, remedy, costs, loss, expense or damage (including by statute, in tort or on any other basis at law or equity) in connection with this Contract.

'Company' means Flow Tech Australia Pty Ltd (ABN 85 132 628 721).

'Conditions' means these general terms and conditions.

'Customer' means the customer identified in the Quotation, or if no customer is identified, the customer to whom the Company provides the Goods or Services.

'Consumer' has the meaning in the Australian Consumer Law.

'Contract' means these Conditions, the Quotation and such other document or plans as are expressly incorporated by the Quotation.

'Contract Price' means the price for the Goods and/or Services identified in the Quotation, as varied in accordance with this Contract.

'Defect' means a non-compliance of the Goods or Services with this Contract caused by the Company's act or omission.

'Delivery Schedule' has the meaning given in clause 5.2.

'Force Majeure Event' includes acts of God, earthquake, fire, explosion, flood, epidemic or pandemic (including COVID-19 and its variations or mutations), war, terrorism, civil commotion, riot, embargoes, restrictions, orders or regulations of authorities or government, strikes, lockouts,

industrial disputes, supply chain interruptions or delays, shortages or unavailability of labour, materials, Goods or equipment or inability to obtain shipping or land transportation.

'Goods' means the goods to be supplied by the Company as specified in the Quotation.

'Intellectual Property' means all present and future rights conferred by law in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registerable, registered or patentable including:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) moral rights (within the meaning of the *Copyright Act 1968*).

'Law' means all acts, ordinances, regulations, bylaws, orders, industry standards, codes of practice, awards, proclamations and requirements of any Authority, any publication from a recognised industry body, Approvals, relevant Australian Standards, standards and tolerances, the Building Code of Australia, building codes and guidelines and any other requirements, orders or notices of organisations having jurisdiction in connection with the Site or delivery of the Goods or Services.

'Personnel' means the officers, employees, agents, consultants, contractors and subcontractors of a party (but in the case of the Customer, does not include the Company).

'Quotation' means the quotation or other offer by the Company to deliver Goods or Services to which these Conditions are attached.

'Services' means the services to be supplied, or works to be performed, by the Company as specified in the Quotation.

'Site' means the site, address or location for the delivery of the Goods and/or Services specified on the Quotation.

'Variation' means any change in the nature or scope of the Goods or Services, including by way of omission, addition or change in character or quality.

'Warranty Period' will vary depending on the circumstances:

- (a) If Flow Tech supplies equipment manufactured by a third party, the Original Equipment Manufacturer (OEM) warranty applies;
- (b) If Flow Tech provides labour, the warranty period means 6 months from the date the Services are substantially complete except for minor defects which do not prevent the Services from being reasonably

capable of being used for their usual purpose unless a different period is specified in the Quotation.

- (c) If Flow Tech manufactures Goods or materials itself, the warranty period means 12 months from the date the Goods or materials are substantially delivered except for minor defects which do not prevent the Goods or materials from being reasonably capable of being used for their usual purpose unless a different period is specified in the Quotation

'WHS Laws' means all Laws applicable to work, health and safety, including:

- (a) in New South Wales, the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW);
- (b) *the Work Health and Safety Act 2011* (NSW),
- (c) the *Work Health and Safety Regulation 2017* (NSW) and any advisory standards, ministerial notices, codes of practice or prohibition notices made under or preserved pursuant to those instruments, as amended from time to time.

2. Quotation

2.1. Unless withdrawn by the Company earlier, any Quotation is an offer capable of acceptance within 30 days of the date of the Quotation. The Customer's instruction to commence the delivery of the Goods or Services constitutes acceptance of the offer.

2.2. Despite clause 2.1, the Company may refuse any order based on a Quotation within seven (7) days of receipt of the order and the Customer will have no Claim in connection with such refusal.

2.3. The Company may at any time vary the Quotation to amend any clerical or typographical errors or omissions.

2.4. All Quotations for Goods of overseas manufacture are based on exchange rates, custom duties, overseas freight charges and/or government charges as at the date of the Quotation. The Company will be entitled to a Variation for any additional costs or expenses it suffers or incurs as a result of increases to such rates duties or charges, or the introduction of new rates duties or charges, after the date of the Quotation.

3. Contract

3.1. All Quotations are subject to these Conditions. By engaging the Company to perform any Services or supply any Goods, the Customer is deemed to accept these Conditions.

3.2. This Contract contains the entire understanding between the parties in connection with the Goods and /or Services.

3.3. This Contract supersedes and will prevail over any other document, agreement, representation, tender, quote, conditions of contract, standard terms of the Customer (including those attached to any purchase order), offer or request between the parties.

3.4. In the event of any conflict, inconsistency or ambiguity between these Conditions and the Quotation, these Conditions will prevail.

3.5. In this Contract:

- (a) where the Customer includes one or more persons, this Contract binds them jointly and severally;
- (b) the singular includes the plural and vice versa;
- (c) where the Site is physically located outside of NSW, the legislation identified in Schedule 1 will apply as necessary;
- (d) "including" and similar expressions are not words of limitation;
- (e) no rule of construction applies against a party merely on the basis that that party prepared or completed this document or would otherwise benefit from it; and
- (f) headings are for convenience only and do not affect the interpretation of this Contract.

3.6. This Contract may be executed in any number of counterparts, all of which taken together will be deemed to constitute one and the same document.

4. Information and Intellectual Property

4.1. The Customer must provide the Company with all information reasonably required to deliver the Goods and/or Services, including, but not limited to, known or suspected obstacles, hazards, peculiarities, steep gradients,

contamination, asbestos, toxic substances, underground Services and other conditions on, above or below the Site and its surroundings.

- 4.2. The Customer warrants that any information given to the Company is complete, accurate, correct and suitable for the purpose of delivering the Goods and/or Services in accordance with this Contract.
- 4.3. Except to the extent expressly stated otherwise in the Quotation, all drawings, catalogues and advertising materials made available by the Company in connection with the Goods or Services are intended only to present a general idea of the Goods or Services and the Company makes no representation or warranty as to their completeness, accuracy or suitability.
- 4.4. To the maximum extent permitted by law, the Customer warrants that it has formed its own opinion as to the accuracy, correctness and suitability of any information provided by the Company in connection with the supply of the Goods and/or Services and that it does not rely upon such information.
- 4.5. All Intellectual Property of the Company (including any Intellectual Property developed during the delivery of the Goods or Services), remains the sole property of the Company and no assignment, license, right or other interest of any kind in respect of such Intellectual Property is granted, created or transferred to the Customer except to the extent necessary for the Customer to use the Goods and/or Services or as expressly provided by this Contract.

5. Delivery

- 5.1. The Company will deliver and the Customer will receive the Goods and/or Services at the Site.
- 5.2. If the time for delivery of the Goods and/or Services is not specified in the Quotation, the Customer must submit to the Company a proposed schedule for the delivery of the Goods and/or Services. If the Company agrees

to the proposed schedule, it will become the Delivery Schedule.

- 5.3. The Company will use reasonable endeavours to deliver the Goods and/or Services in accordance with the Delivery Schedule.
- 5.4. If the Customer fails to submit a schedule in accordance with clause 5.2 within 10 Business Days of the date of this Contract, or a Delivery Schedule is not agreed upon, the Company will deliver the Goods and/or Services within a reasonable time.
- 5.5. The Customer must ensure:
 - (a) the Company, its Personnel, vehicles and equipment have sufficient, safe and suitable possession of and access to the Site to deliver the Goods and/or Services in accordance with the Delivery Schedule and at other times notified by the Company; and
 - (b) its Personnel do not impede, delay or disrupt the Company or the delivery of the Goods and/or Services.
- 5.6. If:
 - (c) the Customer fails to comply with clauses 4.1 or 5.5; or
 - (d) conditions on, above or beneath the Site or its surroundings differ from those allowed for in the Quotation or from what the Company otherwise reasonably anticipated at the date of the Quotation having regard to the information provided by the Customer,
the Company will be entitled to a Variation for any additional costs, losses or expenses suffered or incurred by the Company as a result.
- 5.7. Despite anything else, the Company delivering or attempting to deliver the Goods and/or Services does not constitute an assessment of the safety or condition of the Site and does not relieve the Customer of any of its obligations under this Contract.
- 5.8. Within 10 days of delivery of the Goods or Services, and before installing or utilising them, the Customer must:
 - (a) inspect and test the Goods and/or Services to ensure they are in accordance with the Contract; and

- (b) notify the Company of any Defect in the Goods or Services.
- 5.9. If the Quotation states that the Company will be the “principal contractor” for the purposes of WHS Laws in relation to the Site, Goods or Services, the Customer must:
- (a) ensure that the Customer, its Personnel and any other person it invites or permits to access the Site or Services complies with the Company’s directions, procedures and policies relating to work health and safety and security; and
 - (b) enable the Company to discharge its obligations and duties under WHS Laws (including by providing such cooperation, assistance and information as the Company requests);
 - (c) not do anything or fail to do anything which would cause the Company to breach WHS Laws; and
 - (d) consult, cooperate and coordinate with the Company in relation to work health and safety matters.

6. Delay

- 6.1. If the Company is delayed in delivering the Goods and/or Services by any cause beyond its control, including:
- (a) inclement weather and its effects;
 - (b) unforeseen site conditions, including any event or circumstances described in clause 5.6;
 - (c) a Force Majeure Event;
 - (d) changes in Law;
 - (e) acts, omissions, directions, recommendations, orders or guidelines of Authorities;
 - (f) Variations; or
 - (g) defaults, acts or omissions of the Customer or its Personnel;
 - (h) acts or omissions of any other person, then the Company will be entitled to an extension of time commensurate to the delay and, to the maximum extent permitted by law, the Company will have no liability in connection with such delay.
- 6.2. If the Company is delayed in delivering the Goods and/or Services by any cause set out in

paragraphs (b), (d), (e), (f) or (g) of clause 6.1, the Contract Price will be increased by an amount equal to the costs and expenses suffered or incurred by the Company as a result of the delay and its cause.

7. Retention of title

- 7.1. The Customer acknowledges and agrees that:
- (a) the Company retains property in and full legal and equitable title to the Goods until they have been paid for in full; and
 - (b) all risk in and responsibility for loss of or damage to the Goods passes to the Customer immediately upon delivery to the Site.
- 7.2. While property in and title to the Goods remains with the Company, the Customer grants the Company and its Personnel an irrevocable license to, without notice, enter the Site, the Customer’s premises or any other site controlled by the Customer in order to repossess those Goods, and an irrevocable Power of Attorney for the purpose of recovering those Goods from the premises of a third party, if payment is overdue.
- 7.3. The Customer must reimburse the Company, as a debt immediately due and payable, for any costs and expenses incurred in exercising its rights under this clause.
- 7.4. Until the Customer uses or sells the Goods, it must store them separately and clearly mark them as the property of Flow Tech Australia Pty Ltd.
- 7.5. The Customer may sell the Goods in the ordinary course of its business on the following conditions;
- (a) the Customer makes the sale as agent for the Company;
 - (b) the proceeds of the sale are held by the Customer in trust for the Company and kept separately so they are clearly identifiable as the Company’s; and
 - (c) if the Customer has not received the proceeds of the sale, it will, immediately upon request, assign to the Company all its rights from the sale.

8. Variations

- 8.1. The Company is not obliged to carry out any Variation. Any Variation the Company carries out will be subject to this Contract.
- 8.2. The price for a Variation will, if possible, be agreed in writing prior to the commencement of the Variation. In the absence of such agreement (or if any other event occurs or conditions are encountered that are stated by these Conditions to entitle the Company to a Variation), the Price for a Variation will be determined by the Company acting reasonably.
- 8.3. The Company may notify the Customer in writing if it considers:
 - (a) an instruction from the Customer constitutes a direction to undertake a Variation; or
 - (b) a Variation is required to be undertaken in order to deliver the Goods or Services.
- 8.4. If the Company gives the Customer notice under clause 8.3, it is not required to undertake the claimed Variation until it has been agreed in writing in accordance with clause 8.2.

9. Rise and fall

- 9.1. If, at any time after the date of this Contract, the price of any Goods, materials, products, or labour required to deliver the Goods or Services (including any Goods, materials, products or labour specified in the Company's tender or this Contract) increases by more than 10%, the Contract Price will be increased by the difference between the price of those Goods, materials, products or labour:
 - (a) at the date of this Contract; and
 - (b) at the time the Company is required to purchase or procure the relevant goods, materials, products or labour in order to comply with the Delivery Schedule and all other obligations under this Contract.

10. Warranties

- 10.1. Nothing in this Contract will be read to exclude, restrict or modify any condition, warranty, right or remedy implied by law (including under the Australian Consumer

Law) which cannot by law be excluded, restricted or modified.

- 10.2. Subject to clauses 10.1, and otherwise to the maximum extent permitted by law:

- (a) the warranties given by the Company under this Contract are the sole and exclusive warranties in connection with the Goods and/or Services;
- (b) all other guarantees, terms, conditions, warranties, undertakings or representations which might otherwise be implied by any custom, fact or law (including in relation to merchantability, suitability or fitness for a particular purpose) are excluded; and
- (c) in respect of Goods, the warranty and warranty period of the manufacturer of the Goods is the only warranty and warranty period.

- 10.3. Subject to clauses 10.2 and 10.4, the Company:

- (a) warrants against Defects in Services for the Warranty Period; and
- (b) will repair, rectify or replace (at its discretion) within a reasonable time any Defects in the Services notified in writing by the Customer to the Company during the Warranty Period.

- 10.4. Subject to clause 10.1, the Company will not be liable for any defects in or damage to the Goods or Services which arise from:

- (a) any act or omission of the Customer, its Personnel or third parties, including mistreatment of or damage to the Goods or Services;
- (b) the placement, installation, alteration or modification of the Goods or Services by the Customer, its Personnel or any third party;
- (c) failure to properly use or maintain the Goods or Services or comply with any recommendations, documents or information made available by the Company or manufacturer of the Goods;
- (d) fair wear and tear;

- (e) any other work or Services in connection with the Goods or Services which is carried out by persons other than the Company.
- 10.5. If the Company becomes aware that events or circumstances described in clause 10.4 1.1(c) apply:
- (a) the Company may immediately stop any repair or replacement of Goods or Services and inform the Customer that a Variation must be ordered for the Company to repair or replace the Goods or Services; and
 - (b) any repair or replacement of the Goods or Services already performed by the Company will be deemed a Variation.
- 10.6. Upon becoming aware of any Defect, the Customer must as soon as possible (and in any event within 3 Business Days) give the Company written notice of the Defect and such further information and access to the Goods or Services as the Company requests.

11. Payment

- 11.1. The Company will claim payment of the Contract Price at the times or stages set out in the Quotation.
- 11.2. If the Quotation states that the Contract Price is payable by progress payments, or does not state the basis on which the Contract Price will be paid, the Company will submit monthly payment claims for all Goods delivered, Services or Variations performed and any unfixed materials or Goods purchased or stored by the Company in anticipation of delivering the Goods or Services.
- 11.3. If the quotation states that the Company will claim payment by stages:
- (a) a stage will be deemed complete when the work comprised in that stage is substantially complete except for minor defects that do not prevent the supply from progressing or, in the case of the final stage, do not prevent the Goods or Services from being reasonably capable of being used for their usual purpose; and
 - (b) the Company may issue payment claims in respect of Variations, and any other amounts payable by the Customer under

this Contract, at any time and is not required to wait until the next stage claim.

- 11.4. The Customer must, within the time specified in the Quotation (or if no time is specified in the Quotation, within 10 Business Days) of receipt of the Company's payment claim, pay the amount of a payment claim to the Company without set-off or deduction.
- 11.5. Interest at the rate of [15%] will be payable on payments which are not paid by the Customer when due.
- 11.6. The Company may, by written notice, immediately suspend the manufacture and supply of the Goods or performance of the Services if the Customer fails to make payment in accordance with this clause 11. To the maximum extent permitted by law, the Customer will have no Claim in connection with the Company's exercise of its rights under this clause.
- 11.7. The Customer must reimburse the Company, as a debt immediately due and payable, for any debt recovery costs incurred by the Company in respect of any amount owing but unpaid under the Contract (including legal costs on a solicitor/client basis).

12. Indemnity

- 12.1. The Customer must indemnify and make good the Company against all costs (including legal costs on the indemnity basis), losses, damages and Claims in connection with:
- (c) any breach of this Contract by the Customer;
 - (d) any wilful default or negligent act or omission by the Customer or its Personnel; or
 - (e) loss of or damage to property (including the Goods), or personal injury or death, in connection with any act or omission of the Customer or its Personnel.
- 12.2. Any indemnity given by the Customer under this Agreement is reduced to the extent that the relevant cost, loss, damage and Claim was caused or contributed to by the breach of this Contract, wilful default or negligent act or omission of the Company or its Personnel.

13. Insurance

13.1. The Customer must insure:

- (a) the Site (including all existing structures, contents and works in progress); and
- (b) the Goods and any other materials or property of the Company delivered to the Site,

against theft, loss or damage resulting from any cause for their full replacement value.

13.2. The Customer must effect and maintain (and ensure its Personnel involved in the placement or installation of the Goods effect and maintain) public and product liability insurance which must:

- (c) provide cover for at least \$20,000,000 for each claim or incident; and
- (d) cover any liability to a third party for the death of, or injury to, any person or damage to or loss of any property (including adjoining property and utility services) in connection with the Goods or as a result of any act or omission of the Customer or its Personnel.

13.3. The Customer must insure (and ensure that its Personnel involved in the placement or installation of the Goods insure) its liability (including common law and statutory liability) as required under any applicable Law for all employees and working directors.

13.4. The Customer must ensure that its Personnel involved in the placement or installation of the Goods obtain any other insurance required by Law.

13.5. Before the Company commences the manufacture and supply of the Goods (and at such other times as the Company requests during the performance of the supply), the Customer must deliver to the Company certificates of currency as evidence that it has obtained and is maintaining the insurances required under this Contract.

14. Default and Termination

14.1. If either party commits a substantial breach of this Contract (which, in the case of the Customer, includes any breach of clause 11) and fails to rectify that breach, or show reasonable cause why the non-defaulting

party should not terminate this Contract, within 10 Business Days of receipt of a written notice from the non-defaulting party identifying that breach, then the non-defaulting party may by written notice terminate this Contract.

14.2. Subject to Law, either party may terminate this Contract immediately if:

- (a) an order is made or a resolution passed for the winding up of the other party other than for the purpose of solvent reconstruction;
- (b) the other party ceases or threatens to cease to carry on its business;
- (c) the other party is unable to pay its debts as and when they fall due;
- (d) the other party has a receiver or manager or provisional liquidator appointed or a creditor takes possession of the whole or substantial part of its assets or undertaking; or
- (e) the other party convenes a meeting for the purpose of, or enters or proposes to enter into, any arrangement or composition with its creditors.

14.3. Any termination is without prejudice to any other accrued rights or other rights at law.

15. PPSA

15.1. For the purpose of this clause, any terms have the same meaning as they do under the *Personal Property Security Act 2009* (Cth) (**PPS Act**) and associated regulations, as amended from time to time.

15.2. The Customer acknowledges and agrees that the Company's interest under clause 7 comprises a purchase money security interest under the PPSA.

15.3. If the Company determines that the delivery of Goods or Services, or anything else under this Contract, gives rise to a security interest in respect of which the Company is the security holder, the Customer must promptly provide all assistance and cooperation requested by the Company to perfect, register, maintain, enable and enforce its rights in relation to that security interest:

- 15.4. The Customer waives the right to receive notice of a verification statement in relation to the registration of any security interest by the Company.
- 15.5. The Customer must not register or permit to be registered any security interest in respect of the Goods or Services other than one that has been consented to or granted by the Company.
- 15.6. If Chapter 4 of the PPSA applies to the enforcement of the Security Interest, to the extent permitted by law, the Customer agrees that sections 95, 96, 121(4), 125, 130, 132(3)(D), 132 (4), 135, 142 and 143 of the PPS Act will not apply to the enforcement of the Security Interest.
- 15.7. The parties agree that this instrument shall not be disclosed pursuant to clause 275 of the PPS Act, except to the extent disclosure is compelled by law.

16. Notices

16.1. Any notice, document or instructions to be given or delivered by one party to another under this Contract shall be deemed to have been received:

- (a) in the case of delivery in person, when delivered to that party at the address set out in the Quotation or otherwise notified by the recipient in writing;
- (b) in the case of post within Australia, 3 Business Days after the date of posting to the at the address set out in the Quotation or otherwise notified by the recipient in writing); or
- (c) in the case of email, on the day and at the time the email becomes capable of being retrieved by the addressee specified in the Quotation or otherwise notified by the recipient in writing, unless the sender receives an automated response that the email was not delivered,

but if the result is that a notice would be taken to be given or made on a day that is not a Business Day in the place to which the notice is sent, or is later than 5 pm (local time), it will be taken to have been received at the commencement of the next Business Day in that place.

The parties must promptly notify each other in writing of any change in address or email address.

17. Limitation of liability

17.1. If the Customer is a Consumer and any of the Goods and/or Services supplied by the Company are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Company's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law (other than under sections 51, 52 or 53) in relation to that those Goods or Services is limited to, at the option of the Company, in the case of Goods:

- (a) the replacement of the Goods or the Supply of equivalent Goods;
- (b) the repair of the Goods;
- (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; and/or
- (d) the payment of the cost of having the Goods repaired,

and in the case of Services:

- (e) the supplying of the Services again; or
- (f) the payment of the cost of having the Services supplied again.

17.2. If the Customer is not a Consumer, to the maximum extent permitted by law:

- (a) the Company's total aggregate liability in all circumstances (whether arising under the law of contract, in tort (including negligence), equity, debt, by warranty, under statute, or any other basis) is limited to the Contract Price; and
- (b) the Company will not be liable in any circumstances for any loss of revenue, loss of profit, increased financing costs, loss of use, loss of business or business interruption, loss of production, loss of expected saving or loss of opportunity, or for any consequential, special, indirect, punitive, exemplary or remote loss or damage whether arising under the law of contract, in tort (including negligence), equity, debt, by warranty, under statute, or any other basis.

18. GST

- 18.1. Unless expressly stated otherwise, all amounts payable under this Contract are exclusive of GST.
- 18.2. If GST is payable on any supply made by a party ("Supplier") in connection with this Contract, the recipient will, in accordance with this clause, pay the Supplier the amount of GST payable on that supply (less any input tax credits to which the Supplier is entitled) at the same time as amounts otherwise payable to the Supplier.
- 18.3. "GST", "GST Laws" and other terms used in this clause have the meanings used in the *A New Tax System (Goods and Supply Tax) Act 1999* (Cth), except that "GST Laws" includes any applicable rulings issued by the Commissioner of Taxation.

19. General

- 19.1. This Contract shall be construed and governed in all respects in accordance with the laws of the state in which the Site is located and any claim or dispute proceedings must be brought in the courts of that state or territory.
- 19.2. If any provision of this Contract, or part thereof, is prohibited, invalid or unenforceable, it shall be severed to the extent of the prohibition, invalidity or unenforceability only and shall not affect the operation, construction or interpretation of the remaining provisions of this Contract.
- 19.3. A single, partial or non-exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy.



FLOWTECH
AUSTRALIA

Schedule 1- Alternative Drafting for Jurisdictional Differences

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| | Clause 1 – General Terms and Conditions | 'Business Day' has the meaning given in the <i>Building and Construction Industry Security of Payment Act 1999 (NSW)</i> . |
| State | | |
| VIC | | 'Business Day' has the meaning given in the <i>Building and Construction Industry Security of Payment Act 2002 (Vic)</i> |
| QLD | | 'Business Day' has the meaning given in the <i>Building Industry Fairness (Security of Payment) Act 2017 (Qld)</i> |
| SA | | 'Business Day' has the meaning given in the <i>Building and Construction Industry Security of Payment Act 2009 (SA)</i> |
| ACT | | 'Business Day' has the meaning given in the <i>Building and Construction Industry (Security of Payment) Act 2009 (ACT)</i> |
| WA | | 'Business Day' has the meaning given in the <i>Building and Construction Industry (Security of Payment) Act 2021 (WA)</i> |
| NT | | 'Business Day' has the meaning given in the <i>Building and Construction Industry Security of Payment Act 1999 (NSW)</i> . Note: No definition in the NT Act. |

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| | Clause 1 – General Terms and Conditions | 'WHS Laws' means all Laws applicable to work, health and safety, including: (d) in New South Wales, the <i>Work Health and Safety Act 2011 (NSW)</i> and the <i>Work Health and Safety Regulation 2017 (NSW)</i> ; and the <i>Work Health and Safety Act 2011 (NSW)</i> , the <i>Work Health and Safety Regulation 2017 (NSW)</i> and any advisory standards, ministerial notices, codes of practice or prohibition notices made under or preserved pursuant to those instruments, as amended from time to time. |
| State | | |
| VIC | | 'WHS Laws' means all Laws applicable to work, health and safety, including: the <i>Occupational Health and Safety Act 2004 (Vic)</i> ; |
| QLD | | 'WHS Laws' means all Laws applicable to work, health and safety, including: the <i>Work Health and Safety Act 2011 (Qld)</i> ; |
| SA | | 'WHS Laws' means all Laws applicable to work, health and safety, including: the <i>Work Health and Safety Act 2012 (SA)</i> |
| ACT | | 'WHS Laws' means all Laws applicable to work, health and safety, including: the <i>Work Health and Safety Act 2011 (ACT)</i> , |
| WA | | 'WHS Laws' means all Laws applicable to work, health and safety, including: the <i>Work Health and Safety Act 2012 (WA)</i> |
| NT | | 'WHS Laws' means all Laws applicable to work, health and safety, including: <i>Work Health and Safety (National Uniform Legislation) Act 2011 (NT)</i> |