

Terms and Conditions of Purchase Order

In these Terms and Conditions, "LANE8PS" means Lane 8 Project Services Pty Ltd (ABN 41 679 247 806) and its "related bodies corporate", as that phrase is defined in the Corporations Act 2001 (Cth), "You" or "Your" means the party accepting this Purchase Order and "Products" and/or "Services" means all goods and/or services stated in this Purchase Order for supply by You under the direction of LANE8PS.

These Terms and Conditions You and LANE8PS apply to and provision of Services or Products by You.

1. **Contract:** A legally binding contract (Contract) is formed on acceptance of this Purchase Order verbally or in writing by You and You agree to be bound by these Terms and Conditions. This Contract continues on and from the date the Purchase Order is issued to You by LANE8PS and ends when You have performed all Your obligations under the Contract.

2. **Payment:** Payment details and terms and conditions are set out in these Terms and Conditions and any payment is subject to these Terms and Conditions. LANE8PS will make payment to You within 14 days of completion of the Services and/or Products stated above unless otherwise stated in the Purchase Order, subject to LANE8PS being satisfied with the performance of the Services and/or the quality of the Products, as applicable.

3. **Performance of Services or delivery of Products:** You agree to deliver the Products or services ordered by LANE8PS within the time frame specified in the Purchase Order. The delivery shall be made to the address specified in the Purchase Order, unless otherwise agreed in writing by LANE8PS.

4. **Late Delivery:** In the event of late delivery, LANE8PS may cancel the Purchase Order without liability, or may agree to a revised delivery date, at the discretion of LANE8PS.

5. Specification and Quality:

a) The Products or Services delivered under the Purchase Order must conform to the specifications, standards, and requirements set forth in the Purchase Order.

b) You warrant that the Products or Services will be free from defects in materials and workmanship, comply with applicable Australian law and regulations and that they will be fit for their intended purpose.

c) LANE8PS may inspect the Products and/or Services delivered or provided by You under the Purchase Order within a reasonable time following delivery or performance (as applicable) at LANE8PS's discretion.

d) LANE8PS may reject any Products or Services that do not conform to the specifications, standards, or requirements set forth in the Purchase Order or if they do not conform to these Terms and Conditions.

e) For the avoidance of doubt, LANE8PS will not be responsible for any loss or damage suffered by You in connection with Your performance of the Services or delivery of the Products.

6) **Liability of LANE8PS:** LANE8PS will not be liable for any loss or damage whatsoever suffered by the You as a result of any act, omission or statement made by LANE8PS, its employees, contractors or agents whether negligent or not, except that nothing in these Terms and Conditions limits any liability imposed by any statute unless or to the extent that it is lawful to do so. Without limiting the foregoing, any works, including rectification works are at the sole cost and expense of the You.

7) **Insurance:** You will ensure that You at all relevant times maintain reasonably appropriate insurances in respect of any risks under this Contract and as necessary and consistent with applicable Australian law.

8) **Warranty:** You shall provide a warranty for the Products or Services delivered under the Purchase Order for a period of 6 months from the date of delivery. The warranty shall cover all defects in materials and workmanship and shall be enforceable by LANE8PS.

9) **Assignment:** LANE8PS may assign its obligations under this Purchase Order.

10) **Termination:** LANE8PS may terminate the Purchase Order at any time by giving written notice to You. You shall be entitled to payment for Products or Services delivered up to the date of termination.

11) **Jurisdiction:** This Contract is governed by the laws of Western Australia.

12) **Confidentiality:** Unless otherwise expressly agreed in writing the parties agree to keep the terms of this Contract confidential with the exception that each party may disclose the identity of the other party for marketing or promotional purposes.

13) **Entire Agreement:** These Terms and Conditions constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements or understandings, whether written or oral, relating to the Purchase Order.