



TransGrid

Contract for Supply of Goods

NSW Electricity Networks Operations Pty Limited (ACN 609 169 959) as trustee for
NSW Electricity Networks Operations Trust (ABN 70 250 995 390) trading as
TransGrid

and

Supplier
ACN ### ## #

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The Quotation Conditions outlined at Part A apply to any Quotation submitted by the Supplier in relation to the Goods. Once TransGrid has accepted the Quotation, in accordance with clause 3 of the Quotation Conditions, the Order Conditions outlined at Part B will apply to any Goods ordered by TransGrid. Any terms not defined in Part A have the meaning given in Part B. Otherwise, the terms defined in Part C apply to both Part A and Part B. On the date that the Quotation is accepted (the “**Effective Date**”), the Contract is formed between the party submitting the Quotation (the “**Supplier**”) and NSW Electricity Networks Operations Pty Limited (ACN 609 169 959) as trustee for NSW Electricity Networks Operations Trust (ABN 70 250 995 390) trading as TransGrid (“**TransGrid**”).

PART A: Quotation Conditions

1. Lodging Quotations

What to provide: In order to provide a quote for the supply of Goods, the Supplier must return to TransGrid: (1) a completed copy of the ‘Returnable Schedules’ issued by TransGrid, including the Quotation Form and any Schedule of Rates, and (2) any other relevant attachments to the Quotation Form (collectively, a “**Quotation**”) and (3) a full copy of the signed Contract with Part D signed by the Supplier. The “**Quotation Form**” means the form provided by TransGrid, using which the Supplier submits a binding quote for the supply of Goods.

How to lodge: The Quotation Form and any attachments and the Schedule of Rates must be completed in all respects, in accordance with clause 2, and be submitted via one of the following methods: (1) eTender or (2) Email. Quotations must be lodged so as to be received by TransGrid before the closing time as stated on the Quotation Form.

2. Complying Quotations

2.1 Initial Quotation

Any Quotation submitted by the Supplier must comply with the requirements of the Quotation Form, and this Contract, including the Specifications. The Supplier must not include Supplier conditions of sale, commercial departures or add special conditions to the Order Conditions. TransGrid may request the Supplier to withdraw such conditions, departure or special conditions at no additional cost to TransGrid, and failure by the Supplier to do so may result in the Quotation being excluded from further consideration.

2.2 Alternative Quotations

Provided the Supplier has submitted a Quotation in accordance with clause 2.1, the Supplier is permitted to submit alternative Quotations in relation to the same Goods described in Schedule 1. If the Supplier submits an alternative Quotation, the Supplier must state specifically (i) in what respect each alternative is not in compliance with clause 2.1, including where the Supplier’s own terms and conditions are being used and differ from the conditions proposed by TransGrid, and; (ii) any advantage to TransGrid that, in the Supplier’s opinion, is likely to be derived as a result. Except in the respects stated by the Supplier, the Supplier must ensure that the alternative Quotations comply with clause 2.1. The Supplier must state the pricing for each alternative proposed, including a breakdown of rates (“**Alternative Rates**”). The Supplier must include all costs required to deliver the Goods. Where the Alternative Rates do not provide rates for all of the Goods specified in the Schedule of Rates, the rates provided in the Schedule of Rates will apply for all such Goods.

3. Acceptance of Quotation

TransGrid is not bound to accept any Quotation and is not in any circumstances responsible for any costs incurred by the Supplier in preparing and submitting a Quotation, including the Initial Quotation and any alternative Quotation. TransGrid reserves the right to terminate the tender process at any time prior to the Effective Date, without incurring any liability to the parties responding to the request for quotation. TransGrid reserves the right to accept a Quotation on an item by item basis. The Quotation is deemed to be accepted on the date that TransGrid countersigns Part D of the Contract (the “**Effective Date**”).

4. Supplier's Obligation to Inform Itself

- 4.1.1 The Supplier must use all best endeavours to inform itself in relation to any Specifications, including by reasonable request for further information from TransGrid prior to submitting a Quotation. The Supplier must ensure that any Quotation is based on the current and accurate Specifications.
- 4.1.2 TransGrid does not warrant that TransGrid Information (as defined at clause 15.1.1) provided for another Quotation, regardless of its similarity in subject matter, will be valid or applicable to this request for quotation and the Supplier relies upon any alternative information at its own risk.

PART B: Order Conditions

5. Supply of Goods

5.1 Supply of Goods

The Supplier must:

- (a) supply the Goods specified in the accepted Quotation;
- (b) supply the Goods in accordance with the Contract, in conformance with the Specifications and in compliance with all Laws, and;
- (c) ensure that the Goods are free from all encumbrances.

6. Delivery

Any Goods will be deemed to have been “**delivered**” when the Supplier has fulfilled all its obligations under the Contract and the Supplier has notified TransGrid in writing that all Goods specified in the Quotation have been delivered and implemented in accordance with the Specifications.

7. Risk and Title

The risk and ownership in any Goods supplied under the Contract will pass upon the Goods being unloaded and delivered to the Site, unless TransGrid is responsible for unloading the Goods under the Contract, in which case the risk and ownership will pass to TransGrid upon delivery of the Goods to the Site and their being made ready by the Supplier for unloading by TransGrid.

8. Delay

8.1 Delay

- 8.1.1 As soon as practicable, and not more than seven (7) Days, after becoming aware of any matter which is likely to change or which has changed the scope or timing of the supply of Goods, the Supplier must give written notice, in the form of a Change Request, to TransGrid detailing the circumstances, the extent or likely extent of the change or delay and any related cost impact.
- 8.1.2 The Supplier must specify at the commencement of the Contract, any TransGrid dependencies that must be met in order to deliver the Goods. In the event that TransGrid anticipates that there will be a significant delay to the performance of any of its dependencies as specified in the Quotation, TransGrid will, as soon as practicable, notify Supplier in writing of the anticipated period of the delay and give details of the likely impact. The Supplier will, acting reasonably, negotiate and agree any changes to the Quotation arising out of such delay, and the parties will agree any such changes in writing in a Change Request.
- 8.1.3 When the Supplier submits a Change Request in accordance with clause 8.1.1 or where a Change Request is agreed between the parties in accordance with clause 8.1.2, the Supplier may also seek an Extension of Time for the Delivery Date. Where the Supplier seeks an Extension of Time the Delivery Date, the Supplier must provide supporting evidence to TransGrid to demonstrate how the delay will affect the Supplier’s ability to deliver the Goods by the Delivery Date.
- 8.1.4 For avoidance of doubt, TransGrid will not grant an Extension of Time for:

- 8.1.4.1 a delay entirely caused by the Supplier, or;
- 8.1.4.2 a delay caused by an event which the Supplier could have reasonably foreseen or taken reasonable steps to mitigate, or;
- 8.1.4.3 the portion of a delay caused by the Supplier, or;
- 8.1.4.4 any concurrent delay.

8.2 Liquidated Damages for Delay in Delivery Date

- 8.2.1 If the Supplier fails to deliver the Goods by the required Delivery Date, the Supplier will be indebted to TransGrid for liquidated damages at the rate stated in Schedule 3 for every Day after the Delivery Date, including the Delivery Date or the date the Contract is terminated, whichever first occurs.
- 8.2.2 If, after the Supplier has paid or TransGrid has deducted liquidated damages, the Delivery Date is extended, TransGrid will repay to the Supplier any liquidated damages paid or deducted in respect of the period up to and including the new Delivery Date.

8.3 Limit on Liquidated Damages

- 8.3.1 The Supplier's liability for liquidated damages is limited to the amount stated in Schedule 3.

9. Supplier's Obligations

9.1 Quality of Goods

The Goods supplied by the Supplier must be new and unused, of merchantable quality and fit for the purpose for which the Goods are intended.

9.2 Responsibility for TransGrid's Property

The Supplier must protect and keep safe and secure all documentation and materials provided by TransGrid to the Supplier. All documents or materials provided by TransGrid to the Supplier for the purposes of the Contract must be returned to TransGrid in good order and condition after the Goods have been delivered. The Supplier will be responsible for any loss or destruction of, damage to, or inappropriate or unauthorised disclosure of, any such documents or materials while in the Supplier's possession and prior to the return thereof to TransGrid.

9.3 Guarantee as to repairs

- 9.3.1 Where a defect in, or damage to, the Goods occurs by reason of faulty materials, workmanship, design or any other latent defects, or occurs prior to delivery, and that defect or damage becomes apparent within 12 months after the Goods are delivered to TransGrid, the Supplier must, at the Supplier's own cost and with all due diligence, replace and deliver to TransGrid the defective or damaged Goods with goods complying with the requirements of the Contract, or otherwise make good the damage or defect so that the Goods will comply with the requirements of the Contract. If the Supplier fails to do anything that is required to be done by this clause 9, TransGrid may proceed with this matter, at the Supplier's risk and expense but without prejudice to any other rights that TransGrid may have against the Supplier arising out of such failure on the part of the Supplier.
- 9.3.2 Where a defect in or damage to, a replacement Good or repaired Good occurs by reason of faulty materials, workmanship, design or any other latent defects, and that defect or damage becomes apparent within 14 Days after the Goods are delivered to TransGrid, the Supplier must, at TransGrid's discretion, repair, replace or refund that replacement or repaired Good at the Supplier's cost.
- 9.3.3 The Supplier will not be responsible for any defects or damage arising out of faulty materials, workmanship or design provided by TransGrid or arising out of improper usage by TransGrid. If it becomes necessary for the Supplier to replace, renew, repair, modify or otherwise make good any damaged or defective Goods, the provisions of this clause 9.3 will apply to the work as if it had been the subject matter of the Contract in the first place.

9.4 Rejection of Goods

Notwithstanding clauses 7 and 11.1.1, TransGrid may, within a reasonable time, such time not to be less than 30 Days after the delivery of any Goods, reject those Goods where they do not conform with the Contract. Such defective Goods will, subject to any lien thereon, which TransGrid may have in the circumstances, be removed by the Supplier from TransGrid's premises at the Supplier's own expense and, if TransGrid has not exercised its right of cancellation under clause 17, such goods will be replaced by goods which are in accordance with the Contract.

9.5 Country of Manufacture

The country of manufacture of any Goods or other materials supplied under the Contract must not be changed from that stated in the Contract without the prior written approval of TransGrid.

9.6 Discrepancies in Information

If the Supplier considers that information, documents and other particulars made available to it are inadequate or contain errors or ambiguities, the Supplier must give written notice as soon as practicable to TransGrid detailing the errors or ambiguities.

9.7 TransGrid Business Ethics

All dealings by the Supplier (including its employees, contractors and subcontractors) with TransGrid (including its employees, contractors and subcontractors) must be undertaken at all times in compliance with "TransGrid Business Ethics, A Guide to Contractors, Customers and Suppliers", which is available from TransGrid's website at www.transgrid.com.au.

By entering into this Contract with TransGrid, the Supplier declares that to its knowledge, its employees, contractors, agents and anyone performing services for or on behalf of TransGrid do not and will not directly or indirectly:

- (a) offer;
- (b) give or agree to give;
- (c) authorise;
- (d) solicit, or;
- (e) accept

the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever.

This includes any:

- (a) government official or employee;
- (b) political party official;
- (c) candidate for political office;
- (d) person holding a legislative, administrative or judicial position of any kind, or;
- (e) official of a public international organisation

for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for TransGrid or to gain any advantage in the conduct of business for TransGrid.

9.8 Environment

The Supplier must comply with, and must ensure that each of its employees, contractors and subcontractors involved in the supply of the Goods complies at all times with all applicable environmental Laws, regulations, codes of practice and guidelines, authorisations and Specification requirements in the performance of its obligations under this Contract.

9.9 Work Health and Safety

The Supplier must comply with, and must ensure that each of its employees, contractors and subcontractors involved in the supply of the Goods complies at all times with:

- (a) all applicable WHS Laws, including Public Health legislation as required;

- (b) TransGrid’s “Health, Safety, and Environment Requirements” when attending TransGrid’s premises, a copy of which is available from TransGrid; and
- (c) any other directions, procedures and policies relating to work health and safety, and security pertaining to the use of TransGrid’s premises and facilities.

9.10 Security of Premises

The Supplier must:

- (a) only allow access to TransGrid’s premises and facilities, including the Site, by its employees, contractors or subcontractors or other persons that have been authorised to access these premises and facilities by TransGrid; and
- (b) ensure that any keys, electronic security cards or passwords provided to the Supplier (including its employees, contractors or subcontractors) by TransGrid, are not made available to anyone unless expressly authorised in writing by TransGrid.

9.11 Supplier’s Authorised Representative

The person named on the Quotation will be responsible, on behalf of the Supplier, for all aspects of the supply of the Goods and has the legal power to bind the Supplier in respect of any matters arising in connection with the Goods supplied. Any substituted Supplier representative must be notified promptly in writing to TransGrid.

9.12 Compliance with Modern Slavery Laws

9.12.1 The Supplier shall, and ensure its Related Parties shall:

- (i) not engage in any Modern Slavery practices;
- (ii) comply with all Laws relating to Modern Slavery;
- (iii) take all steps reasonably necessary to ensure that its contractors, agents or other associated parties (**Associates**) do not engage in, and its supply chains do not involve, Modern Slavery practices; and
- (iv) develop and maintain policies and procedures, and provide training for all staff about Modern Slavery.

9.12.2 The Supplier must:

- (i) notify TransGrid upon becoming aware of any complaint or allegation that the Supplier or any of its Related Parties, or any entity in their respective supply chains, have engaged in Modern Slavery;
- (ii) provide all information as may be reasonably required by TransGrid to comply with any Laws or legal requirement to provide a public compliance statement in relation to Modern Slavery, including in relation to:
 - a. the Supplier’s structure, operations and supply chains;
 - b. the risks of Modern Slavery practices in the operations (including in respect of its Related Parties) and supply chains;
 - c. the actions taken by the Supplier to assess and address any Modern Slavery risks, including due diligence and remediation processes, and details of the Supplier’s effectiveness of the actions; and
 - d. details of consultation with the Supplier’s Related Parties;
- (iii) otherwise, within a reasonable period of time following a request by TransGrid, provide all required information to TransGrid to comply with its reporting obligations under the Modern Slavery Law; and
- (iv) do anything else otherwise reasonably required by TransGrid, in relation to compliance with all Laws and legal requirements relating to Modern Slavery.

10. Supplier Performance

10.1 Key Performance Indicators

At the commencement of the agreement, TransGrid may establish a set of Key Performance Indicators (“KPIs”) against which the Supplier’s performance will be monitored. The KPIs assessed by TransGrid may include, but are not limited to:

- (a) safety performance against applicable WHS Laws and TransGrid’s Site specific safety requirements;

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- (b) environmental performance against applicable environmental Laws, regulations, codes of practice, guidelines, authorisations and Site specific requirements;
- (c) quality assurance performance;
- (d) timeliness of delivery;
- (e) quality of materials and adherence to the Specification;
- (f) quality of record keeping and documentation associated with the Works; and
- (g) any other matters as TransGrid sees fit.

10.2 KPI reporting

- 10.2.1 TransGrid may, from time to time, provide the Supplier with a written report reflecting the Supplier's performance against any KPIs for the Works ("**KPI Report**"). TransGrid may direct the Supplier to provide a response to the KPI Report. The Supplier may request a copy of the KPI Report where KPIs have been established for the Works.
- 10.2.2 TransGrid reserves all rights in respect of the use of the KPI Reports and the Supplier's response to the KPI Reports in evaluating future tender responses, invitations to tender or calls for expression of interest by TransGrid.

11. Terms of Payment

11.1 Payment

- 11.1.1 **Payment terms.** The Supplier is entitled to claim and be paid the Fees in accordance with the payment terms specified in the Quotation or, if no payment terms are specified, after delivery of the Goods or part-delivery in a quantity acceptable to TransGrid, in each case as certified by TransGrid.
- 11.1.2 **Invoicing.** In all cases the Supplier must submit the relevant invoice pertaining to the Goods via their Supplier SAP Ariba Profile, iBuy. It is mandatory for all Supplier invoices to include the TransGrid Purchase Order number. Any invoices received from a Supplier which do not reference a valid Purchase Order will be rejected. TransGrid reserves its right not to pay any Supplier who supplies Goods without a valid Purchase Order. For further information, please visit TransGrid's website at the following address: <https://www.transgrid.com.au/bieng-responsible/Suppliers/Pages/default.aspx>.
- 11.1.3 **Payment of Accounts.** TransGrid must pay an invoice by the end of the calendar month following the month in which the Supplier issues the invoice. If payment is not made within the time provided for in the terms of payment the matter can be taken up with TransGrid's Procurement Officer named on the Purchase Order or by writing to procurement.enquiries@transgrid.com.au. Specific complaints in respect to overdue payments may be taken up with TransGrid's Accounts Payable Team at Accounts.Payable@transgrid.com.au.
- 11.1.4 **Method of payment.** Payments pursuant to the Contract will be made by TransGrid drawn on a bank in New South Wales by Electronic Funds Transfer or BPAY to a nominated Australian bank account of the Supplier.
- 11.1.5 **Pre-payment.** Where the Supplier requires payment prior to supplying the Goods, TransGrid may ask for a surety equal to the amount of the pre-payment. The surety must be in the form of an approved, unconditional undertaking given by a financial institution approved by TransGrid. The surety described in this clause 11.1.5 will be released in accordance with the milestones set out in the Specifications or, if not expressly stated in the Specifications, within 30 Days of TransGrid's final acceptance of the Goods.

11.2 Goods and Services Tax

- 11.2.1 The tendered rates and prices do not include any Australian GST.
- 11.2.2 In the event that the Supplier is required to pay, in accordance with the relevant GST legislation, any Australian GST on any Goods provided under the Contract, TransGrid will pay to the Supplier the amount of GST properly payable provided the Supplier has issued TransGrid with a valid tax invoice. The Supplier must notify TransGrid within seven (7) Days if the Supplier ceases to be GST registered. The Supplier agrees to issue tax invoices promptly and in accordance with the relevant legislation and regulations that apply from time to time governing the issue of such tax Invoices.

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12. TransGrid's Obligation

12.1 Provide Information

TransGrid will soon as practicable, or as required by this Contract:

- (a) make available to the Supplier all relevant instructions, information, documents, specifications, plans, drawings and any other material and particulars; and
- (b) answer queries made by the Supplier, relating to TransGrid's requirements in connection with this Contract.

12.2 Appoint a Representative

The person named on the Quotation, or any other person TransGrid nominates in writing, will act as TransGrid's representative and will have authority to act on behalf of TransGrid for all purposes in connection with this Contract.

13. Insurance

The Supplier must obtain any insurances as outlined Schedule 2. The Supplier must provide copies of any insurance certificates upon reasonable request by TransGrid.

14. Indemnity and Liability

14.1 Infringement of Intellectual Property Rights

14.1.1 **Supplier indemnity.** The Supplier warrants that the Goods, any design, materials, documents and methods of working provided by the Supplier ("**Supplier IP**") will not infringe any Intellectual Property Rights. The Supplier will pay all royalties and expenses, and will indemnify TransGrid against all claims by a third party that the Supplier IP infringes that third party's Intellectual Property Rights, provided that TransGrid (1) notifies the Supplier of any such claim promptly in writing after receiving notice of such claim, (2) gives the Supplier sole control over the defence and settlement of any such claim and any negotiation for its settlement or compromise, (3) does not take a position that is adverse to the Supplier and (4) at the Supplier's expense and request, provides reasonable assistance in the defence and settlement of any such claim.

14.1.2 **TransGrid indemnity.** TransGrid will indemnify the Supplier against claims arising from infringement of Intellectual Property Rights, where such infringement results from (i) a modification of the Supplier IP made by or at the request or direction of TransGrid, (ii) the combination of the Supplier IP with an item not supplied or authorised by the Supplier, or (iii) compliance by the Supplier with TransGrid's instructions in relation to designs prepared by TransGrid, provided that the Supplier (1) notifies TransGrid of any such claim promptly in writing after receiving notice of such claim, (2) gives TransGrid sole control over the defence and settlement of any such claim and any negotiation for its settlement or compromise, (3) does not take a position that is adverse to TransGrid and (4) at TransGrid's expense and request, provides reasonable assistance in the defence and settlement of any such claim.

14.2 Limitation of Liability

With the exception of clauses 14.3 and 14.4, the Supplier's liability for all claims, demands or proceedings under this Contract whether in contract, or in tort, or breach of statutory duty or otherwise or under any indemnity will be capped at [the amount of the cap must be based on a risk assessment which should be provided to Procurement prior to the tender documentation being let.] and will be reduced proportionately to the extent that any act or omission of TransGrid caused or contributed to the loss.

14.3 Damage to persons and property other than the Goods

The Supplier will indemnify TransGrid against claims by any person against TransGrid in respect of (i) personal injury or death, or (ii) loss of or damage to third party property, resulting from the negligence, statutory or contractual breach or the commission of a tort by the Supplier or its subcontractor and their employees and agents in the supply of the Goods under the Contract but the Supplier's liability to indemnify TransGrid will be reduced

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proportionally to the extent that the negligence, statutory or contractual breach or the commission of a tort by TransGrid or employees or agents of TransGrid has directly contributed to the loss, damage, death or injury.

14.4 Environment, and Work Health and Safety

The Supplier will indemnify TransGrid against all claims, liabilities, losses, damages, fines, costs and expenses suffered or incurred arising from or relating to any act or omission by the Supplier resulting in a breach of clauses 9.8 and/or 9.9.

14.5 Exclusion of Consequential Loss

Neither party will be liable under this Contract for any indirect, special or consequential damages or loss including loss of actual or anticipated revenue, loss of business or goodwill, loss of use or operation or loss of opportunity howsoever caused or arising under this Contract.

14.6 Time for Notification of Claims

TransGrid will not be liable for any claim arising out of or associated with the Contract unless and only to the extent that within 28 Days after the first Day on which the circumstances giving rise to the claim occurred the Supplier has given to TransGrid written notice specifying the basis and the calculation of the amount of the claim in detail.

15. Information Security

15.1 Confidentiality

- 15.1.1 The Supplier acknowledges it may receive, as part of a Quotation, Personal Information and proprietary, confidential information from TransGrid ("**TransGrid Information**"). The Supplier agrees that it must handle TransGrid Information in accordance with this clause 15 at all times.
- 15.1.2 The Supplier must not access or use TransGrid Information, unless it is needed for the preparation of the Quotation or the supply of the Goods to TransGrid.
- 15.1.3 The Supplier must not disclose TransGrid Information except to the extent necessary to deliver the Goods or comply with any statutory requirements or government policy.
- 15.1.4 The Supplier must promptly report to TransGrid any actual or suspected loss, damage, unauthorised access or misuse of TransGrid Information.
- 15.1.5 The Supplier must not, without the prior written consent of TransGrid, at any time issue any statement or communication or make any representation directly or indirectly in connection with any supply or proposed supply under the Contract to any person or entity who is not a party to the Contract.

15.2 Use and Return of TransGrid Information

- 15.2.1 The Supplier must return or destroy any TransGrid Information, including copies, immediately upon request by TransGrid.
- 15.2.2 The Supplier agrees it will only use TransGrid Information for the purpose of providing a Quotation and supply of the Goods.
- 15.2.3 The Supplier is responsible for compliance by its employees, subcontractors, consultants or agents with all the confidentiality obligations under this Contract, and is liable for any breach of such obligations by the Supplier or any of its employees, subcontractors, consultants or agents.

15.3 Data Protection and Privacy

- 15.3.1 The Supplier must take all reasonable steps to protect any Personal Information obtained in the course of providing the Quotation or supplying the Goods, as specified in the *Privacy Act 1988* (Cth) and must provide all reasonable assistance to ensure TransGrid complies with all Australian privacy laws.
- 15.3.2 In respect of any of the Data, the Supplier must not (i) host Data, (ii) transfer Data (other than to TransGrid), (iii) permit the transfer of Data outside of Australia, or (iv) permit access to the Data by any third-party without TransGrid's consent.

16. Inspection of Records

16.1 Records

The Supplier must keep proper accounts and records (including information stored by computer and other devices), its reimbursable expenditure and fees and reimbursements payable to others properly engaged pursuant to this Contract.

16.2 Access

The Supplier must, within a reasonable time of any written request, give TransGrid access to, or verified copies of, any information which may be reasonably required to enable any claim to be substantiated and verified.

16.3 Audit

16.3.1 The Supplier must, at all reasonable times and upon reasonable prior notice, permit TransGrid access to the Supplier's premises in order for TransGrid to inspect, discuss and assess material produced in connection with the Contract.

16.3.2 The Supplier agrees TransGrid may, at any time during the performance of this Contract, conduct or employ an agent to conduct an audit of the Supplier's records and premises, with specific focus on the Supplier's adherence to the requirements of Australian privacy law.

17. Termination

17.1 Termination for convenience

17.1.1 TransGrid may terminate the whole or any part of the performance of the Contract at any time, by written notice addressed to the Supplier.

17.1.2 The Supplier must after receipt of a notice under clause 17.1.1, cease work under the Contract in accordance with the directions of TransGrid.

17.1.3 As soon as practicable after ceasing work under this clause, the Supplier must submit to TransGrid a statement of the amount of the Fee (and any approved reimbursable expenses) claimed by the Supplier to be payable for the Goods supplied to the earlier of:

- a. the date of cessation of performance under the Contract; and
- b. the date by which the Supplier was required to cease work under the Contract,

including the cost of any materials ordered in accordance with the Specifications.

20.2.1 The statement must be accompanied by supporting information as reasonably required by TransGrid.

17.2 Termination generally

17.2.1 A party may terminate the Contract immediately in writing if the other party:

- a. commits a fundamental breach of the Contract, including a sufficiently serious breach of clause 9.8 and/or 9.9;
- b. indicates (by its words or conduct) that it intends not to perform its obligations under the Contract in the future;
- c. suffers an Insolvency Event;
- d. commits a breach of clause 15 and the warranty at clause 14.1;
- e. commits a breach of any term of the Contract and fails to remedy that default within 10 Days after being requested to do so by the first mentioned party; or
- f. commits a breach of any term of the Contract after having been requested on two previous occasions to remedy other breaches of the same term of the Contract.

17.2.2 In the case of any other default, TransGrid may terminate this Contract by written notice to the Supplier if the Supplier fails to remedy the default within 14 Days from the date of service of a notice by TransGrid on the Supplier specifying the relevant default.

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- 17.2.3 The Supplier must after receipt of a notice under clauses 17.1 or 17.2, cease the supply of the terminated Goods in accordance with the directions of TransGrid.

17.3 Supplier's Continuing Liability

Termination by TransGrid will not release the Supplier from liability in respect of any breach of, or non-performance of any obligations pursuant to, this Contract arising prior to the date of termination.

17.4 Effect of Termination

- 17.4.1 The termination of the Contract under this clause by either party is without prejudice to either party's rights or remedies available to it under this Contract or at law.
- 17.4.2 The Supplier must, on or as soon as practicable after the expiration or termination of this Contract, deliver to TransGrid all material brought or required to be brought into existence as part of, or for the purpose of, performing the Works, including but not limited to documents, equipment, information and data stored by any means, but the Supplier may retain a copy of such material for its internal records.
- 17.4.3 The Supplier acknowledges that harm occasioned to a person, to the environment, or to TransGrid's reputation, is loss for which damages are not an adequate remedy. Accordingly, without prejudice to any other right of TransGrid to terminate the Contract, a sufficiently serious breach of clause 9.8 and/or 9.9 of the Order Conditions will constitute a fundamental breach for which TransGrid may terminate this Contract in accordance with clause 17.2.1.
- 17.4.4 In the event of a fundamental breach as detailed in clause 17.2.1 of the Order Conditions, the Supplier will be liable to reimburse TransGrid for all costs reasonably incurred by TransGrid in addressing the breach including, but not limited to, any fines, compensation, judgments, legal fees and cost of third party experts/inspectors.

17.5 Adjustment of the Fee on Termination

In the event that TransGrid terminates the Contract, the Supplier will be entitled only to payment of the prorated value of the Goods delivered. As soon as practicable after ceasing supply under this clause 17.1, the Supplier must lodge with TransGrid a statement of the amount of the Fees claimed by the Supplier to be payable for the Goods supplied up to the earlier of:

- (a) the date of cessation of the terminated Goods, and
- (b) the date by which the Supplier was required to cease the supply of Goods.

The statement must be accompanied by supporting information as reasonably required by TransGrid.

17.6 Survival

Any indemnity and any obligation of confidence under this Contract is independent and survives termination of this Contract. Any other term by its nature intended to survive termination of this Contract survives that termination, including clauses 9, 14, 15, 17, 19 and 20.

18. Dispute Resolution

18.1 Dispute resolution process

- (a) A party must not start court proceedings in respect of a dispute or difference arising out of, or in connection with, this Contract (hereafter "**Dispute**") unless it has first complied with this clause 18.
- (b) Notwithstanding the foregoing, nothing in this clause prohibits a party from seeking urgent interlocutory relief.

18.2 Dispute Notice

A party claiming that a Dispute has arisen under this Contract must:

- (a) give Notice ("**Dispute Notice**") to the other party within six (6) months of the occurrence of the event or events giving rise to the Dispute or the party becoming aware of the occurrence of the event or events; and

- (b) set out in the Dispute Notice in reasonable detail the Dispute claimed, including:
 - (i) a detailed background of the alleged events giving rise to the Dispute;
 - (ii) the basis on which the claim is made; and
 - (iii) the relief (if any) that is claimed.

18.3 Escalation procedure

- (a) If a Dispute Notice is issued by a party, each party will appoint a senior representative, who must meet as soon as reasonably practicable and endeavour to resolve the Dispute in good faith.
- (b) In the event that the Dispute is not resolved as a result of the negotiations between the parties in clause 18.3(a) within five (5) Business Days of a Dispute Notice being received by the other party (or such other period as is agreed between the parties' representatives), a senior executive of each party must meet as soon as reasonably practicable and endeavour to resolve the Dispute in good faith.
- (c) In the event that the senior executives of each party are unable to resolve the Dispute within five (5) Business Days of meeting, then either party may commence court proceedings in relation to the Dispute.

19. General

19.1 Subcontracting

- 19.1.1 The Supplier must not subcontract this Contract in whole or in part, including any supply of Goods under this Contract, without the prior written approval of TransGrid (not to be unreasonably withheld).
- 19.1.2 An approval given by TransGrid permitting the Supplier to subcontract any portion of the Contract does not relieve the Supplier from its obligations and liabilities pursuant to this Contract.

19.2 Assignment

Neither party may, without the prior written approval of the other and except on such terms and conditions as are agreed in writing, assign or novate the Contract or any payment there under.

19.3 Personal Property Securities Act

The Supplier agrees that the terms of this Contract may constitute one or more security interests for the purpose of the *Personal Property Securities Act 2009* (Cth) ("**PPSA**") and that:

- (a) to perfect any such security interest, TransGrid may register a financing statement(s) on the Personal Property Securities Register;
- (b) the Supplier will have no rights under sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA;
- (c) the application of Part 4.3 (other than sections 123, 124, 126, 128, 129(1), 133, 134(1) and 135) of the PPSA is contracted out of if that Part would apply by virtue of section 116(2) of the PPSA;
- (d) the Supplier waives its right to receive notice of a verification statement under section 157 of the PPSA; and
- (e) the Supplier must, promptly on request by TransGrid, provide any such information and execute and deliver any such documents as TransGrid may reasonably require to protect the security interests granted to TransGrid by the Supplier under or in relation to this Contract.

19.4 Notices

- 19.4.1 Any notice given under this Contract:
 - a. must be in writing addressed to the intended recipient at the address shown on the Quotation Form or the address last notified by the intended recipient to the sender;
 - b. must be signed by an authorised officer of the sender, and
 - c. will be taken to have been given or made (in the case of delivery in person or by post) when delivered, received or left at the specified address.

19.4.2 If delivery or receipt of a notice occurs on a Day on which business is not generally carried on in the place to which the communication is sent or later than 4pm (local time), it will be taken to have occurred at the commencement of business on the next Business Day in that place.

19.5 Precedence

In the event of any inconsistencies between statements made by TransGrid in the Quotation Form, in the Specification or in any other document issued by TransGrid with the Quotation, the Quotation Conditions and the Order Conditions, the following order of priority from highest to lowest will apply:

- (a) Schedule of Rates or Alternative Rates (as accepted by TransGrid);
- (b) Quotation Form;
- (c) any other attachments submitted with the Quotation;
- (d) Specifications;
- (e) other documents issued by TransGrid with the Quotation;
- (f) Order Conditions.
- (g) Quotation Conditions.

19.6 Governing law

This Contract is governed by the laws of the State of New South Wales.

PART C: Definitions

20. Definitions

Any terms not defined in the body of the Order Conditions or in the Quotation Conditions have the meaning given below.

Associates	means the Supplier's contractors, agents or other associated parties.
Business Day/s	means any day other than: a) a Saturday or Sunday; b) public holiday gazetted in the State of New South Wales; c) 27, 28, 29, 30 or 31 December.
Commencement Date	means the commencement date of the Contract as specified in the Quotation.
Contract	means, collectively, Parts A to D, the Specifications, any other document incorporated by reference and, once accepted by TransGrid in accordance with clause 3, the Quotation.
Data	means includes, but is not restricted to TransGrid's load data less than 30 Days old, Personal Information, TransGrid Information, and all material (excluding intellectual property, and including but not limited to information and documents) created for the purposes of submitting a Quotation or supplying the Goods.
Day	means calendar day.
Delivery Date	means the delivery date of the Goods specified in the Quotation.
Fee	means the fee specified in the Quotation.
Goods	means the goods to be supplied by the Supplier under this Contract, as described in the Quotation.
Insolvency Event	means any one or more of the following events occurring in respect of a party: (i) a resolution is passed for the winding up of that party (other than for the purposes of reconstruction or amalgamation, which, in the case of a party, is on terms which have been previously approved in writing by the other party); (ii) a liquidator, provisional liquidator or receiver or receiver and manager, voluntary administrator, or administrator of a deed of company arrangement is appointed to all or any part of the property of that party; (iii) a receiver, receiver and manager, voluntary administrator or an administrator of a deed of company arrangement, is appointed to, or a mortgagee takes possession of, all or any part of the business or assets of that party; (iv) that party makes any composition or arrangement or assignment with or for the benefit of its creditors; (v) that party or any creditor appoints a voluntary administrator or a resolution is passed for that party to execute a deed of company arrangement; (vi) that party ceases, or threatens to cease to carry on its business; or (vii) that party becomes unable to pay its debts as and when they become due.

Supplier

Intellectual Property Rights	means patents, copyright, registered and unregistered designs, knowhow, trade secrets, other proprietary rights and any right to apply for registration of any such rights.
Law	means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction and includes any industry codes of conduct.
Personal Information	means any information or an opinion (including information or an opinion forming part of a database) whether true or not and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.
Modern Slavery	has the meaning given in the Modern Slavery Law.
Modern Slavery Law	means the <i>Modern Slavery Act 2018</i> (NSW) and <i>Modern Slavery Act 2018</i> (Cth), and associated regulations, or any substantially equivalent legislation and regulations applicable to the Employer.
PPSA	means <i>Personal Property Securities Act 2009</i> (Cth), as amended from time to time.
Purchase Order	means a purchase order submitted by TransGrid to the Supplier for the procurement of Works, as per the requirements of the Specification, including any Deliverables, and negotiated position of TransGrid and the Supplier.
Related Parties	as defined in the <i>Corporations Act 2001</i> at Section 228.
Schedule of Rates	means any document provided by TransGrid to the Supplier in which the Supplier outlines the applicable rates for the Supplier to supply the Goods, including the price for a specified quantity of materials, and which the Supplier lodges as part of the Supplier's Quotation in accordance with clause 1.
Site	means, subject to the provisions of any Specification, any lands or other places to be made available to the Supplier by TransGrid for the purpose of the Contract.
Specification	means the specification for any Goods to be supplied as specified at Schedule 1 and as agreed on the date of acceptance of the Quotation Form, including any Design Documents, and includes any variation of such specification as agreed in writing between the parties.
WHS Laws	means any work health and safety legislation in any applicable jurisdiction where the Supplier supplies the Goods or performs obligations under this Contract, including any regulations, codes of practice or advisory standards made under or in connection with such legislation.

21. Interpretation

In this Contract, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (d) a reference to time is to Sydney, New South Wales, Australia time;
- (e) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) titles, clauses or paragraph headings are for ease of reference only and will not affect the interpretation; and
- (g) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it.

Supplier

PART D: Signing Page

Executed as an Agreement

Each Attorney executing this Agreement states that he or she has no notice of the revocation or suspension of his or her power of attorney.

[Option One (if executed by CEO/ CFO/ EM Legal and Risk)]

SIGNED for and on behalf of NSW Electricity Networks Operations Pty Limited ACN 609 169 959 as trustee for NSW Electricity Networks Operations Trust ABN 70 250 995 390 by its attorney in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness (BLOCK LETTERS)

Name of Attorney (BLOCK LETTERS)

[CEO/ CFO/ EM Legal, Governance & Risk]

Position of Attorney

Date

Date

[Option Two (if executed by any EM)]

SIGNED for and on behalf of NSW Electricity Networks Operations Pty Limited ACN 609 169 959 as trustee for NSW Electricity Networks Operations Trust ABN 70 250 995 390 by its attorneys:

Signature of Attorney

Signature of Attorney

Name of Attorney (BLOCK LETTERS)

Name of Attorney (BLOCK LETTERS)

[EM/ Company Secretary]

Position of Attorney

Legal Counsel

Position of Attorney

Date

Date

SIGNED for and on behalf of Supplier ACN ### # ## as an authorised representative:

Supplier

Signature

Signature

Name (BLOCK LETTERS)

Name (BLOCK LETTERS)

Position

Position

Date

Date

Schedule 1 : Specifications

Schedule 2: Insurance Requirements

Schedule 3 : Liquidated Damages
