Terms and Conditions for the Supply of Goods or Services

The City of Kwinana (the **City**) requests the Supplier to supply the City with the goods (the **Goods**) and or services (the **Services**) specified in the City's purchase order (the **Purchase Order**) and the Supplier agrees to provide the Goods and or Services on the following terms and conditions.

1. Issue and Acceptance of Purchase Order

1.1. The Purchase Order is the City's offer to the Supplier for the Supplier to supply the goods and or services described in the Purchase Order to the City on the terms and conditions contained herein.

1.2. This Agreement is the entire agreement between the City and the Supplier (the **Parties**) relating to its subject matter. However, if a distinct and fully signed written contract exists between the Parties for the supply of the goods and or services listed on this order, the terms and conditions of that contract take precedence over these terms and conditions.

1.3. Subject to clause **1.2**, the goods and or services provided by a Supplier are subject to these terms and conditions to the exclusion of anything to the contrary in the terms of the Supplier's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions.

1.4. Acceptance of the Purchase Order by the Supplier will constitute a binding contract between the City and the Supplier to supply the Goods and or Services specified in the Purchase Order (in addition to any Goods or Services described in any document referred to in the Purchase Order) on the terms and conditions contained herein (this **Agreement**).

1.5. The Supplier must ensure that the Purchase Order number is clearly marked on all delivery dockets, bills of lading, packages, invoices and other documents and correspondence relating to the supply of the Goods and or the Services.

1.6. If the Supplier is unwilling or unable to accept the offer made by the City in the Purchase Order under the terms and conditions specified herein, the Supplier must immediately provide the City with notice in writing of any variations it requires to be made for the acceptance or rejection in writing by the City.

If the Supplier proceeds with the manufacture and or supply of the Goods and or Services without first requesting or receiving the City's written acceptance of variations proposed by the Supplier, then the Supplier is deemed to have accepted the terms and conditions contained herein and the terms of the Purchase Order.

No addition to or modification of this Agreement will bind either of the Parties unless it is made in writing and signed by both of them.

2. Warranties

2.1. The Supplier warrants that the Goods and or Services:

(a) are of merchantable quality;

(b) are manufactured and delivered strictly in accordance with any drawings, specifications and other instructions of the City given for the purpose of this Agreement;

(c) are free from defects in design, materials and workmanship;

(d) do not and will not infringe the intellectual property rights of any third party;

(e) comply with the requirements of any relevant statutes, regulations or legally applicable standards;

(f) are new on delivery to The City;

(g) are in accordance with and shall perform in accordance with the Supplier's technical specifications; and

(h) are performed in accordance with this Agreement.

2.2. Without limiting any other provision of this Agreement, (including this clause **2**):

(a) the Supplier agrees to provide the City the manufacturer's warranty applicable to the Goods;

(b) the Supplier must produce written evidence of the assignment to the City of the manufacturer's warranty in respect of the Goods, or such other evidence sufficient to satisfy the City that it is legally entitled to the benefit of that manufacturer's warranty.

2.3. The Supplier must advise the City whenever the Supplier believes that compliance with a specification of the City would render the Goods and or Services unsuitable for the City's requirements.

2.4. All Goods and or Services provided by the Supplier will be subject to acceptance testing by the City (at any time) and any Goods and or Services tendered, offered or delivered which, in the opinion of the City, does not comply with this Agreement may be rejected by notice in writing to the Supplier.

2.5.

(a) Any Goods rejected by the City pursuant to clauses **2.4 and 2.5** must be removed by and at the expense of the Supplier as soon as practicable after notice is given to the Supplier of their rejection. If the rejected Goods are not removed within that time, the City may either return them to the Supplier at the Supplier's expense, or store them at the Supplier's expense. The City will not be liable for any damage to or loss of the Goods whilst they are in transit to the Supplier, or whilst they are in storage.

(b) The City will generate a further purchase order when replacement Goods and or Services are required to replace Goods and or Services rejected pursuant to this Agreement. The Supplier must not replace any Goods and or Services rejected by the City unless the Supplier has received a purchase order for the replacement Goods and or Services. In the event that the City issues such a purchase order for replacement Goods and or Services then such purchase order is issued (and the replacement Goods and or Services are supplied) without prejudice to any right or remedy that the City has by reason of the rejected Goods and or Services failing to comply with this Agreement. The City may require the Supplier to refund any purchase price paid by the City for the Goods and or Services and recompense the City for any loss suffered by the City in respect of such rejected Goods and or Services.

(c) Goods and or Services or replacement Goods and or Services (or any portion thereof) that have been rejected must not be offered again for acceptance under this Agreement.

2.6. The City's acceptance of the Goods and or the Services will be without prejudice to any rights or remedies that the City may have arise from any breach by the Supplier of this Agreement. In particular:-

(a) the City may reject the whole or any portion of the Goods and or Services if it becomes aware (after accepting them) that they do not comply with this Agreement; and

(b) the Supplier must not replace those Goods and or Services under this Agreement unless a new purchase order is generated in accordance with clause **2.5(b)**.

3. Price and Payment

3.1. The price payable for the Goods and or Services shall be that specified on the Purchase Order for the date of delivery of the Goods or the date of commencement of the performance of any Services, unless such price is subject to alteration in accordance with a formula agreed in writing by the Parties.

3.2. The price set out in the Purchase Order is all-inclusive and is the total amount payable by the City (subject to this Agreement) under this Agreement and (without limiting) includes all taxes, duties, charges, levies and fees payable on or in respect of the Goods and the Services. The City will not be liable for additional costs or charges or an increase in price unless accepted by it in writing prior to the specified delivery date of the Goods or prior to the specified commencement date of any Services involving such increased cost or charges or price.

3.3. The price specified in the Purchase Order will include all packaging charges.

3.4. The Supplier must furnish the City with an invoice which complies with the "*A New Tax System (Goods and Services Tax) Act 1999*" (and any legislation substituted for, replacing or amending that Act):

(a) for Services – Monthly in arrears specifying the City's Purchase Order number, setting out the amount the Supplier asserts is payable by the City , and the basis for its calculation;

(b) for Goods:

(i) in respect of each consignment of Goods delivered;

(ii) as soon as practicable after and in any event within seven (7) days of each delivery of the Goods; and

(iii) specifying the City's Purchase Order number, the amount due to the Supplier, the date of delivery of the Goods to which the invoice relates, a description (including the quantity) of the Goods delivered (by item if applicable) and the Supplier's address for payment.

3.5 Unless otherwise agreed between the Supplier and the City in writing, amounts payable by the City pursuant to an invoice rendered in accordance with this Agreement will be paid by the City no later than thirty (30) days from the date that the City receives the invoice from the Supplier, provided that the Goods and or Services have been accepted by the City and that the Supplier has complied with this Agreement in all respects. In the event that the City has a dispute in relation the contents of any invoice issued by the Supplier then the City shall bring notice of such dispute to the attention of the Supplier within fourteen (14) days of receipt of the invoice. The City shall not be required to pay the invoice until the Parties have reached agreement in relation to the dispute or until the Supplier shall have obtained a judgment against the City in respect of that amount (whichever occurs first).

In addition, the City may withhold payment of the amount charged for Services performed, or any instalment of that amount, if the Supplier's performance of the Services is unsatisfactory, or if the Supplier is in breach of this Agreement.

3.6 The tax invoice provided by the Supplier pursuant to this Agreement must show the GST component charged by the Supplier as a separate amount.

3.7 If the Supplier does not provide its Australian Business Number (ABN) or has provided in lieu of an ABN a Statement by the Supplier, on any invoice issued pursuant to this Agreement, then the City may withhold 49% of the payment and remit it to the Australian Tax Office (ATO) as required by legislation.

3.8 The City shall pay the Supplier by Electronic Funds Transfer.

3.9 The City's preferred method of lodgement is electronically by email to the following email address: payable@kwinana.wa.gov.au. Alternatively, invoices shall be mailed to the following address: City of Kwinana, Attention: Accounts Payable, PO Box 21, KWINANA WA 6966.

Under no circumstances will the Supplier attach an invoice(s) to the goods being delivered nor hand deliver, fax, email or mail any invoice(s) to any other business / service unit other than the City of Kwinana Accounts Payable service unit. Failure to comply with these requirements may result in the possible loss or misplacement of an invoice(s) and the subsequent delay in the payment of the account(s) for which the City will not be deemed liable. No late payment penalty will apply.

4. Delivery

4.1 The Goods must be delivered on the date specified in the Purchase Order (the **Delivery Date**). The City may require that all Goods ordered for a specified Delivery Date is delivered at the same time or it may accept delivery in part from time to time such acceptance to be completely within the City's discretion.

The Supplier must perform the Services for the City by no later than the date specified in the Purchase Order.

4.2 Subject to clause **5.2** and subject to the City's right to reject any defective Goods or Services, title will pass to the City on delivery at the nominated delivery address. The Goods will be deemed to have been delivered only when they have been delivered and unloaded at the nominated delivery point in accordance with the requirements of this Agreement.

4.3 Where reasonably practicable, the Supplier must inspect the Goods on delivery to ensure that no loss or damage has resulted from weather or transportation.

The City shall specify the method of delivery required at the time of placing the Purchase Order. Where the Supplier arranges transportation of the Goods, risk remains with the Supplier until the Goods are delivered to the nominated place of delivery. Where the City nominates that delivery be made to a specific carrier, risk will pass on delivery of the Goods to such carrier.

5. Time is of the Essence

5.1. Time is of the essence in the performance of the obligations under this Agreement. The Supplier acknowledges that the City may return part or all of any shipment of Goods received outside the Delivery Date and charge the Supplier with any loss or expense sustained as a result of the Supplier's failure to deliver as agreed. Without prejudice to the foregoing, if any circumstances arise which may delay the delivery of the Goods, the Supplier shall immediately notify the City of the circumstances and propose a revised delivery date which the City may elect to agree or not agree to, at its own discretion. The exercise by the City of its rights under this clause shall be without prejudice to any claim for damages or other rights it may have against the Supplier.

5.2. The Supplier acknowledges that the City may terminate this Agreement if the Supplier does not provide the Goods and or the Services within the date specified on the Purchase Order and the City shall not be liable to pay for any Goods and/ or Services which are delivered outside of the date specified on the Purchase Order (unless each of the Parties have agreed in writing to extend the date).

6. Inspection

6.1. On request and after being given reasonable notice, the Supplier shall arrange for the City's representative to have access to the premises or processes of the Supplier (or any of the Supplier's sub-contractors which the City has permitted to undertake works pursuant to this Agreement) for the purposes of inspecting any materials, Services, work in progress or finished Goods being supplied to or manufactured for the City.

6.2. Such inspection shall not be deemed to be acceptance by the City of the materials, work, Services or Goods inspected or affect any obligation of the Supplier under this Agreement.

7. Indemnities

7.1. The Supplier will indemnify and keep indemnified the City from and against any liabilities, damages, remedies, losses, penalties, fines, costs, expenses (including reasonable legal fees and expenses), demands, claims and proceedings of any nature incurred by the City and arising directly or indirectly out of or in connection with:

(a) any claim or suit for alleged infringement of patents or copyright relating to any use or sale of Goods or Services hereunder and will assume the defence of any and all such suits and will pay all costs and expenses incidental thereto;

(b) the failure of the Goods or Services to conform to or fulfil any term or condition of this Agreement; or

(c) the Supplier's performance or non-performance (including the performance or non-performance of any of the Supplier's employees, contractors or agents) of this Agreement including claims for personal injuries, death and property loss or damage and the claims or liens of workmen or suppliers of goods, except where such injury, death, damage or loss arises solely from the wilful misconduct of the City or the City's employees or agents or other contractors of the City.

8. Site Work

8.1. Where the Supplier, its employees, contractors or agents:

(a) provide work in connection with the installation or fitting of the Goods,

(b) perform Services, or

(c) enter upon the City's premises, the Supplier must, and shall procure that its employees, agents and contractors will:

(i) perform all work in a proper and workmanlike manner and in strict accordance with any drawings, specifications and instructions;

(ii) perform all work so as not to impede, or interfere with any activities being carried out on the City's premises, as far as reasonable practicable;

(iii) comply with the all applicable laws and relevant Australian Standards and the City's directions and orders(iv) provide at their own expense (except where otherwise specified) all labour, tools, equipment and material necessary to complete the work;

(v) enter upon the City's premises at their own risk; and

(vi) comply with the City's Contractor Management System prior to commencing work and at all times during the performance of the work or Services.

9. Defects Liability Period

9.1. For Contracts for the supply and installation of Goods and or the supply of Services, the Supplier, at its own cost, if required to do so by the City, must rectify any omission or defect in the Goods and or Services existing at the date of completion or which becomes apparent prior to the expiration of the Defects Liability Period.

9.2. Unless otherwise agreed, the Defects Liability Period will be a period of twelve (12) months from the date of completion of work.

9.3. If rectification work is not commenced or completed in accordance with the City's instructions, the City may have the rectification work carried out at the Supplier's expense (but without prejudice to any other rights the City may have)and the cost of rectification incurred by the City will be a debt due from the Supplier to the City.

10. Insurance

10.1. The Supplier warrants that it has obtained and maintains throughout the duration of this Agreement (including any Defects Liability Period) all applicable insurance cover(s) required by Australian law (Municipal, State and Commonwealth) and by this Agreement including but not limited to the following:

(a) goods in transit;

Transit and Material Damage Insurance for the goods' purchase value (including freight and other charges), up until title and risk in the goods pass to the City; and

(b) site works;

(i) Public and Products Liability Insurance with a minimum limit of not less than twenty (20) million dollars ($20,000,000) for any one occurrence;

(ii) Workers Compensation and Employers Liability Insurance in accordance with the law of the State in which the work is performed. Such insurance must be unlimited in respect to common law liability; and

(iii) Motor Vehicle Comprehensive Cover including Third Party liability with a minimum limit of not less than twenty (20) million dollars ($20,000,000).

10.2. Where this Agreement includes the provision of Services such insurances must include:

(a) a Cross Liability clause noting the City for its rights and interests;

(b) a Principal's Indemnity clause noting the City as Principal; and

(c) a waiver of subrogation in favour of the City.

10.3. Where such Services referred to in clause **10.2** include the giving of professional advice or instruction, design, formula or specification, the Supplier shall effect Professional Indemnity insurance with a minimum cover of not less than five (5) million dollars ($5,000,000) for any one claim.

10.4. As and when requested by the City, the Supplier shall provide copies of the policies of insurance (Certificates of Currency) the Supplier is required to effect and evidence to the City's satisfaction of their currency.

10.5. If the Supplier fails to effect or maintain any such insurance as specified above, the City may effect or maintain such insurance and recover from the Supplier as a debt or set off against any amount payable to the Supplier, any premium so paid by the City.

11. Termination

11.1. Where applicable, this Agreement (and any Contract formed in relation to it) will end on the expiry date determined by the Parties in writing or as otherwise agreed between the Parties. Despite any other provision to the contrary, any Agreement made between the City and the Supplier has an actual or implied end date.

11.2. Despite any other provision to the contrary and without prejudice to any other rights and remedies the City has under this Agreement, the City may, at any time, by written notice to the Supplier, terminate the Contract after giving the Supplier 2 weeks prior written notice of their intention to terminate.

11.3. Without prejudice to any other rights and remedies it has under this Agreement or at law, the City may forthwith terminate the Contract by notice in writing if the Supplier is in default of any term or condition of this Agreement.

11.4. The City may, without prejudice to any other rights or remedies contained in this Agreement, forthwith terminate this Agreement by notice in writing if the Supplier:

(i) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;

(ii) is insolvent within the meaning of the *Bankruptcy Act 1966* or the *Corporations Act 2001*;

(iii) must be presumed by a court to be insolvent by reason of the *Bankruptcy Act 1966* or the *Corporations Act 2001*;

(iv) has an administrator appointed over all or any of its assets or undertaking;

(v) has a controller within the meaning of section 9 of the *Corporations Act 2001* or similar officer appointed to all or any of its assets or undertaking; or

(vi) has an application or order made, proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its bankruptcy, winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them and any such application, order or proceeding is not withdrawn within twenty-one (21) days.

11.5. If Goods to be supplied under this Agreement are of standard stock of the Supplier, then the City may terminate this Agreement upon written notice to the Supplier, so far as it relates to any unshipped or undelivered portion of Goods without further obligation hereunder, except payment (subject to the other terms hereof) for the Goods shipped or delivered prior to termination.

11.6. If Goods or Services are to be manufactured to the City's specifications or if the Supplier is required to install or fit Goods, then if at any time prior to performing any such work in fulfilment of this Agreement, the City terminates this Agreement, then upon receipt of such notice the Supplier must stop all work, except as may be otherwise directed by the City. Upon termination under this clause, the City shall pay to the Supplier an amount equal to:

(a) the completed pro-rata amount of the contract price; and

(b) five percent (5%) of the amount calculated in (a).

The amount described in paragraph (a) must be agreed by both Parties and will reflect the amount completed or committed at the date of termination provided that at such date the Supplier is not in breach of any of these terms or conditions, and provided further that such amount will not exceed the total contract price nor provide for any amount for anticipated profit for performance not rendered or for any amount for consequential loss or damage.

11.7. Termination of this Agreement does not affect any accrued rights or remedies of either party.

11a Covid Termination

(a) The City may terminate this Agreement for convenience on any date (Termination Date), if a COVID Issue arises and the City determines that the COVID Issue has or will be reasonably likely to prevent the City's ability to hold the Event.

(b) Should circumstances allow the Event to proceed in a safe and secure manner (under legislative imposed restrictions), the following will be considered by the City before deciding to terminate or proceed the Event:

(i) being a viable proposition for the City from a budgetary perspective;

(ii) enabling the City to be able to deliver the outcomes of the Event, both from the point of view of providers of goods and services in relation to the Event and from the point of view of the reasonable expectations of the public expected to attend the Event;

(iii) fulfilling the expectations of any sponsors or other third party stakeholders in relation to the Event; and

(iv) meeting the overall objectives of the Event.

(c) Subject to subclause (d) below, except for payments already expressly due to be paid to the Contractor under this Agreement for the period prior to the Termination Date, the City is not liable to the Contractor for any liability to the Contractor that results, directly or indirectly, from such termination; and

(d) If the Termination Date is a date falling less than 30 days from the date the Event is due to open to the public, the City will negotiate in good faith with the Contractor with a view to reimbursing the Contractor for actual third party out-of-pocket expenses paid by the Contractor solely in relation to this Agreement and the Event which were reasonably incurred at the time they were paid. For the avoidance of doubt, a third party expense does not include an internal administrative cost or any wages or similar payments made to staff or contractors working in the ordinary course of the business of the Contractor.

COVID Issue *means an illness, disease, epidemic or pandemic announced as such by or on behalf of any Government Agency or the World Health Organisation, and includes the family of viruses known as coronavirus and novel coronavirus COVID-19. It includes any action taken on behalf of any relevant advisory body to the City or any State or territorial authority to impose any form of restrictions or recommendations. It includes a resurgence of any event from time to time.*

12. Breach

12.1. If the Supplier breaches this Agreement, or if it advises the City that it is not or will not be able to perform all or any of its obligations under this Agreement, then without limiting any other right or remedy the City may;

(a) if it is permitted to do so under this Agreement, terminate this Agreement by notice in writing to the Supplier; and or

(b) acquire the Goods and or Services (or their nearest reasonably available substitute) from a third party(s).

12.2. Indemnity for breach

(a) Any additional cost to the City of acquiring substitute Goods and or Services from a third party will be an amount due by the Supplier to the City immediately upon the City making demand for that amount.

(b) The Supplier must pay to the City the whole of any cost or expense, loss or damage suffered or incurred by the City as a result of the Supplier's breach of this Agreement.

13. Intellectual Property Rights

13.1. Where this Agreement includes the provision of Services involving the preparation or provision of any design, formula, specification or drawings, the Supplier agrees to assign to the City absolutely:

(a) the copyright subsisting in any work created by the Supplier or any of its employees, agents or contractors in the course of the Services and which is the subject of copyright; and

(b) all rights in respect of any practice, concept, product, and process design the Supplier or any of its employees, agents or contractors creates, develops, discovers or first reduces to practice in the course of the Services and in respect of which intellectual property rights are capable of being protected or registered.

The Supplier agrees to sign all documents and do all acts and things necessary to ensure that legal ownership of copyright and other intellectual property rights vests in the City.

13.2. Any design, formula, specification, drawings or other documents or information made available by the City for use by the Supplier for the purposes of this Agreement always remains the property of the City. This Agreement does not give the Supplier any right, title or interest in the City's documents or information and the Supplier must use the City's documents and information solely for the purpose of providing the Goods and or Services to the City under the terms of this Agreement.

14. Notices

14.1 A notice, consent, approval or other communication (each a Notice) under this Agreement must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

(a) delivered to that person's address;

(b) sent by pre-paid mail to that person's postal address;

(c) transmitted by facsimile to that person's facsimile number; or

(d) sent by electronic mail to that person's email address.

14.2 A Notice given to a party in accordance with clause **14.1** is treated as having been given and received:

(a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;

(b) if sent by pre-paid mail, on the third Business Day after posting;

(c) if transmitted by facsimile to a person's facsimile number and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day; or

(d) if sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

15. Record Keeping Requirements

15.1 All reports, manuals, drawings, computer programs or other records of any kind, including originals and copies, supplied by the Principal to the Contractor during the course of the Contract relating to or used in connection with the supply of Goods or performance of the Services, shall be returned to the Principal upon termination or the Completion Date.

15.2 The Contractor shall ensure that all records relevant to or created in the course of this Contract are held in a safe and secure manner in line with Good Industry Practices, including backups completed and paper-records being held in a fire-proof environment.

15.3 The Principal will be provided with access to all records held by the Contractor associated with this Contract within 24 hours of a written request. Such requests will be in the support of contract performance measuring, general information resource for the Principal, or to meet Freedom of Information Act 1992 requirements.

16. General

16.1 Neither Party may disclose any information in respect of this Agreement without the prior written consent of the other party,, other than for the purpose of enforcing this Agreement, obtaining legal or tax advice in relation to this Agreement, or as required by law. This obligation of confidentiality shall survive the ending or earlier termination of this Agreement.

16.2 A Party's non-exercise of or delay in exercising any power or right does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right can only be waived in writing, signed by the Party to be bound by the waiver.

16.3 If any clauses in this Agreement or its application to any person or circumstances is or becomes invalid or unenforceable, then the remaining clauses will not be affected and each remaining clause will be valid and enforceable to the fullest extent permitted by law.

16.4 This Agreement is governed by the laws of Western Australia and the Parties consent to the non-exclusive jurisdiction of Western Australia.

16.5 The Supplier shall not directly or indirectly sub-contract or assign this Agreement or any of its rights or obligations under this Agreement or any part of this Agreement without obtaining the City's prior written consent which may be granted unconditionally or upon such conditions as the City thinks fit and may be withheld by the City in its absolute discretion.

16.6 The appointment of subcontractors by the Supplier shall not relieve the Supplier from any liability or obligation under this Agreement. The Supplier shall be liable for the acts and omissions of subcontractors and employees, officers, agents and contractors of subcontractors as if they were acts and omissions of the Supplier. The Supplier shall ensure that its subcontractors comply with the terms of this Agreement.

16.7 The Supplier is engaged and performs all work hereunder as an independent contractor and not as an agent or employee of the City.

16.8 The Supplier will maintain a true and correct set of records in connection with the Work and all related matters for a period of not less than Twenty Four (24) months after the date of completion of the Work,

16.9 The City is committed to operating in a sustainable manner. As such, the City requires that the environment, social and economic impacts of goods and services are considered for all items designed, supplied and constructed for the City. All Good and Services supplied and all work performed must be in accordance with all relevant legal requirements including but not limited to the Environmental Protection Act 1986 Part 5, Australian Standards, Industry Codes of Practice and any City Safety, Health and Environment Policy and or Code of Business Conduct.

16.10 The Supplier must conform with the provisions of all laws (Federal, State or Municipal) in any way affecting or applicable to the manufacture and or supply of the Goods and must obtain all permits and licences and give all notices required to be given and must pay all fees, deposits and taxes in connection therewith.

16.11 If the City is restructured by Law, then the rights and obligations of the City under the Contract are assigned to and assumed by the appropriate legal entity as determined by the City or the successors of the City under the restructure.

16.12 The City will be under no liability to the Supplier for any indirect and or expense (including loss of profit) suffered by the Supplier arising out of a breach by the City of this Agreement.

16.13 Neither party will be liable for any default due to any act of war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

16.14 If the Parties are in dispute over anything arising out of or in any way connected with an order or this Agreement, and one party requires the dispute to be resolved, then that party must give the other party a written notice of the details of the dispute. Within 14 days of a party receiving the notice, the Parties must meet and attempt to resolve the dispute. If, within 14 days of that meeting, the dispute is not resolved, either party may proceed to litigation.

16.15 The City reserves its right to review these terms and conditions at any time. If, following any such review, there is to be a change of these terms and conditions, then that change will take effect on the date that the City notifies the Supplier of such change. Any proposed change to these terms and conditions by the Supplier must be requested in writing. The City may refuse any such request without providing reasons. Changes requested by the Supplier will only be binding on the City if the City accepts them in writing.