

STANDARD TERMS AND CONDITIONS FOR CONTRACTORS

1 DEFINITIONS

1.1 In these Terms these words and phrases have the following meanings:

“Confidential Information” means all information that:

- a is disclosed to the Contractor (whether before or after the date of this Agreement) by or on behalf of NPE, or which the Contractor otherwise acquires directly or indirectly from NPE;
- b relates directly or indirectly to NPE, the Works, NPE’s past/existing/future business, operations, products, procedures, processes, administration or strategic plans;
- c is in verbal, physical or electronic form and includes NPE IP and Contract IP.

“Contract IP” means all material brought or required to be brought into existence for the purpose of performing the Works.

“Contractor” means the person or entity listed in Item 1 of the HSEQ Prequals Form.

“Contractor IP” means all of the Contractor’s intellectual property rights related to or used in the performance of Works, whether created before or after the commencement of this Agreement.

“Contractor Obligation” means each obligation, direction, term, condition or warranty to be complied with by the Contractor that is:

- a relevant to the performance of the Works;
- b imposed by this Agreement; and
- c imposed by law.

“Expiry Date” means the date (whichever comes first):

- a NPE advises the Contractor that the Works have been completed;
- b the Agreement is terminated under clause 16; or
- c the parties agree in writing that this Agreement has come to an end.

“Fees” means the amount specified in the Quotation (exclusive of GST) to be paid to the Contractor by NPE.

“GST” means any applicable goods and services tax or value-added tax.

“Loss” means any claim, action, damage, loss, liability, cost, charge or expense a party pays, suffers, incurs or is liable for including any indirect or consequential losses which is not limited to loss of revenue, loss of profit, loss of business opportunity, economic loss, loss of data or systems, loss of use, payment of liquidated sums, penalties or damages.

“NPE” means National Pump & Energy Pty Ltd A.B.N. 83 098 812 492.

“NPE IP” means the intellectual property rights (including applications to apply for such rights) in:

- a material provided by NPE to the Contractor for the purposes of this Agreement;
- b NPE’s products, their design, product requirements and other technical details; and
- c improvements to any of them; and
- d documents, matters or things prepared or written by NPE for the purposes of this Agreement.

“PPS Law” means the *Personal Property Securities Act 2009* (Cth) (“PPSA”) and any associated rules and regulations, including any amendments to the PPSA.

“Quotation” means the document submitted to NPE by the Contractor which contains details of the Fees and Works.

“Start Date” means the date listed in Item 10 of the HSEQ Prequals Form, or such later date agreed in writing by the parties.

“Terms” means all of the terms and conditions of and incorporated in the Agreement, being the terms and conditions set out in these Standard Terms and Conditions and the Information provided by the Contractor in the HSEQ Prequals Form.



Tax Invoice means any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

Works means the Scope of Works to be performed by the Contractor as listed in Item 9 of the HSEQ Prequals Form and detailed in the Quotation. If there is any discrepancy between the Works listed in Item 9 of the HSEQ Prequals Form and the Quotation, the Works listed in the Quotation will prevail.

2 INTERPRETATION

2.1 In these Terms, unless the context requires otherwise:

- a A reference to a statute, rule, legislation or regulation is a reference to that statute, rule, legislation or regulation as amended, re-enacted or modified from time to time.
- b The headings are for convenience only and do not affect their construction or interpretation.
- c A reference to any party includes a permitted assign of that party.
- d A person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal entity, and any executor, administrator or successor.
- e A singular word includes the plural and vice versa.
- f A word which suggests one gender includes the other.
- g Words like "including" which appear anywhere and in any context (including in warranty and indemnity clauses) are not to be construed as words of limitation.

3 OPERATION OF THIS AGREEMENT

3.1 This Agreement comes into force when the Contractor accepts the Terms.

3.2 The Contractor accepts the Terms by completing the acknowledgement on the HSEQ Prequals Form, or by commencing performance of the Works (whichever comes first).

3.3 Once the Contractor commences performance of the Works, they are deemed to accept these Terms notwithstanding any documentation provided by the Contractor which states otherwise or which purports to apply alternative terms and conditions.

4 TERM

4.1 This Agreement commences on the Start Date and ends on the Expiry Date.

4.2 The parties may extend the Expiry Date by agreement in writing.

5 PERFORMANCE OF THE WORKS

5.1 NPE engages the Contractor as an independent contractor to carry out the Works on these Terms. The parties acknowledge that this engagement does not create an employment relationship between the Contractor and NPE.

5.2 The Contractor must provide any reports, assessments or documentation as reasonably requested by NPE.

5.3 The Contractor must meet with NPE to review the Contractor's performance of the Works as reasonably requested by NPE.

6 TIME FOR PERFORMANCE

6.1 The Contractor must perform the Works in accordance with the:

- a Quotation;
- b terms of this Agreement; and
- c terms imposed by law.

6.2 Time is of the essence in performing the Works.

7 THE CONTRACTOR'S DUTIES

7.1 The Contractor must:

- a complete the works with due diligence and in accordance with all best practices;
- b comply with NPE's policies, procedures and reasonable directions relating to the Works;



- c comply with NPE's safety systems;
 - d comply with all legislative requirements;
 - e ensure all employees, subcontractors and agents who will be carrying out any part of the Works attend all induction courses reasonably required by NPE;
 - f ensure all employees, subcontractors and agents who will be carrying out any part of the Works comply with NPE's Occupational Health and Safety Management Plan;
 - g ensure all employees, subcontractors and agents who will be carrying out any part of the Works are fully trained, adequately supervised and provided with any necessary safety equipment; and
 - h provide and maintain any equipment and tools necessary to provide the Works.
- 7.2 The Contractor is responsible for payment of wages, salaries and expenses of its employees, subcontractors and agents and all other levies, charges and expenses relating to the performance of its obligations under this Agreement including taxation, annual leave, sick leave, superannuation contributions and Workcover levies.

8 UNSATISFACTORY PERFORMANCE

- 8.1 NPE may reject the Works or any part of the Works that are unsatisfactory and/or not in accordance with this Agreement.
- 8.2 If NPE rejects the Works or any part of the Works, then, without prejudice to NPE's other rights, NPE may:
- a withhold any money payable, or recover any money paid to the Contractor relating to that part of the Works;
 - b require the Contractor to re-perform the Works or that part of the Works;
 - c engage a third party to complete the Works or that part of the Works and recover the costs from the Contractor;
 - d set off any amount relating to that part of the Works against any other sum owed by NPE to the Contractor on any account whatsoever.
- 8.3 The Contractor must pay all costs incurred by NPE arising out of the Contractors failure to perform the Works or part of the Works satisfactorily or in accordance with this Agreement.

9 THE CONTRACTOR'S WARRANTIES

- 9.1 The Contractor warrants that:
- a all information supplied to NPE is true and correct;
 - b it will use due care and skill in the performance of the Works; and
 - c all goods and materials forming part of the Works will be new, of merchantable quality and in good condition, and delivered to NPE free of any lien, encumbrance or restriction as to title.
- 9.2 The Contractor must ensure that any third party who supplies any goods or materials forming part of the Works provides NPE a manufacturer's warranty in respect of each such product that includes replacing goods which are faulty or damaged, or which do not comply with applicable laws or standards.

10 FEES

- 10.1 NPE must pay the Contractor the Fees as consideration for performance of the Works.
- 10.2 The Contractor must submit all Tax Invoices by email to accounts@nationalpump.com.au.
- 10.3 NPE will pay each Tax Invoice by electronic funds transfer within 30 days of the end of month of the date the Tax Invoice is received, unless NPE advises the Contractor that the Tax Invoice is disputed, in which event the undisputed portion of the Tax Invoice will be paid within 30 days of the end of month of the date the Tax Invoice is received.
- 10.4 If the Contractor is to be paid by instalments, NPE may defer payment of an instalment until the Contractor has completed the relevant part of the Works to NPE's satisfaction.
- 10.5 NPE may set off against payments due to the Contractor any amount the Contractor owes NPE for any reason in such amount as NPE reasonable determines.



- 10.6 Any payment is not evidence of the value of the Works or that the Works have been satisfactorily performed in accordance with this Agreement but is to be taken only as payment on account.
- 10.7 Payment of the Fees is the Contractor's only entitlement to payment for performance of the Contractor's obligations under or in connection with this Agreement.
- 10.8 Unless expressly included the consideration for any taxable supply made under or in connection with these terms excludes GST. The recipient of a taxable supply relating to this Agreement must pay the GST payable for that supply at the same time as the consideration for the supply is due.
- 10.9 The Contractor is responsible for any taxation, withholding or superannuation liability that might arise in respect of fees received under this Agreement.

11 INTELLECTUAL PROPERTY

- 11.1 NPE IP remains the property of NPE.
- 11.2 Title to any intellectual property in and relating to all Contract IP will vest in NPE on the Start Date of the Agreement.
- 11.3 On NPE's request, the Contractor must (and must procure any third party to):
- a prepare, execute or otherwise deal with any document to enable vesting of such title or rights in NPE; and
 - b provide to NPE the Contract IP and all materials relating to the Contract IP.
- 11.4 The Contractor grants NPE a perpetual, irrevocable, non-exclusive, royalty-free licence to use the Contractor IP to the extent necessary to enable NPE to:
- a use and deal with the Works; and
 - b exercise rights in the Contract IP.
- 11.5 The Contractor must not register or apply to register any rights in relation to NPE IP or Contract IP and must not challenge or infringe NPE IP or Contract IP.

12 CONFIDENTIAL INFORMATION

- 12.1 The Contractor must:
- a keep the Confidential Information confidential;
 - b not disclose the Confidential Information without NPE's prior written consent;
 - c ensure the Confidential Information is used solely for the purpose of the Works; and
 - d ensure the Confidential Information is used, stored, copied, supplied or reproduced in accordance with NPE's instructions.
- 12.2 The Contractor must ensure that:
- a Confidential Information is disclosed only to its officers, employees and agents to the extent each person needs to know the information for the purpose of performing the Works; and
 - b each person to whom it has disclosed Confidential Information keeps that information confidential.
- 12.3 Nothing in these Terms prohibits disclosure by a party of information which is in the public domain (other than as a wrongful act of that party); or required to be disclosed by law or any government agency having authority over a party, but before making any such disclosure, the party must, to the extent reasonable possible, provide the other party with sufficient notice to enable it to seek a protective order or other remedy.
- 12.4 To the extent permitted by law, NPE may disclose the Contractor's information to its related bodies corporate. The Contractor must obtain from its officers, employees or agents written permission for the Contractor to disclose to NPE, and for NPE to collect, use and disclose to its related bodies corporate, personal information about those officers, employees or agents.

13 PPSA

- 13.1 Words and phrases in this clause that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context indicates otherwise.
- 13.2 The Contractor must fulfil its obligations under this clause at its own expense and must reimburse NPE's costs in connection with the Contractor's obligations under this clause.



- 13.3 If NPE determines that this Agreement or a transaction connected with it is or contains a security interest, the Contractor must do anything (including supplying information, obtaining consents, signing and producing documents and getting documents completed and signed) which NPE reasonably requires for the purposes of:
- a enabling NPE to apply for registration of a security interest, complete any financing statement or give any notification in connection with the security interest so NPE has the priority required by it;
 - b ensuring the security interest is enforceable, perfected and effective; or
 - c enabling NPE to exercise rights in connection with the security interest.
- 13.4 If the Contractor holds any security interest and if failure by the Contractor to perfect such security interests would materially adversely affect NPE's business or security interests, the Contractor agrees to perfect that security interest and to implement, maintain and comply in all material respects with, procedures for perfection of those security interests.
- 13.5 The Contractor must take all steps under the PPS Law to continuously perfect any such security interests including all steps necessary:
- a for it to obtain the highest ranking priority possible in respect of the security interest; and
 - b to reduce as far as possible the risk of a third party acquiring an interest free of the security interest. The Contractor must cause any financing statements to be registered in accordance with the PPS Law, and, in any event, at such times as NPE may direct maintain the priority required by NPE. If NPE considers in its absolute discretion that the Contractor has not taken steps to cause any such financing statement to be registered in respect of the Contractor's security interests, the Contractor authorises NPE to register such financing statements on the Contractor's behalf.
- 13.6 NPE need not give any notice under the PPSA, unless the PPSA requires the notice to be given, and the obligation cannot be excluded by agreement.
- 13.7 In respect of all personal property that is the subject of a security interest in relation to which NPE has rights (PPS Property), the Contractor must notify NPE:
- a as soon as it becomes aware that any personal property which does not form part of the PPS Property becomes an accession to the PPS Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession;
 - b as soon as it becomes aware that the PPS Property is located outside Australia (unless the Delivery location is outside Australia); and
 - c upon NPE's request, of the present location of the PPS property.
- 13.8 Neither NPE nor the Contractor will disclose information of the kind mentioned in Section 275(1) of the PPSA, unless disclosure is otherwise permitted under these terms. The Contractor will not authorise, and will ensure that no other party authorises, disclosure of such information.

14 INDEMNITY AND LIABILITY

- 14.1 The Contractor indemnifies NPE, its Directors, Officers, Employees and Agents (Indemnified Persons), and must keep them indemnified, against any loss an Indemnified Person suffers, incurs or is liable for, arising from or in connection with:
- a the performance of this Agreement by the Contractor, its officers, employees or agents (including, to avoid doubt, subcontractors);
 - b the breach of this Agreement by the Contractor, its officers, employees or agents (including, to avoid doubt, subcontractors); and
 - c any act or omission of the Contractor, its officers, employees or agents (including, to avoid doubt, subcontractors).
- 14.2 To the maximum extent permitted by law:
- a Neither party shall be liable to the other for indirect and consequential loss or damage of any kind. Without limiting what is or is not indirect or consequential loss, the parties agree that the following are taken to be indirect or consequential losses:
 - i loss of revenue of any kind and loss of profits of any kind;



- ii failure to realise expected profits or savings of any kind, loss of goodwill, or loss of reputation;
- iii additional or wasted costs;
- iv loss of production, production costs or downtime; and
- v any other types of losses, of any kind, which are similar to any of the losses described in subclauses (i)–(iv);

in each case whether direct, indirect or otherwise and/or whether foreseeable at the time of entering into this Agreement or any other time.

- b NPE's total liability under this Agreement, however caused, whether in contract, tort (including negligence), under any statute or otherwise, arising from or related in any way to this Agreement is limited in aggregate for all claims to 100% of the Fees less any payments already made by NPE towards the Fees.
- c NPE's liability is reduced to the extent that it was caused or contributed to by an act or omission of the Contractor or any of the Contractor's officers, employees and agents (including, to avoid doubt, subcontractors).

15 INSURANCE

15.1 The Contractor must take out and maintain the following insurances:

- a Public Liability Insurance for not less than twenty million dollars (\$20,000,000.00);
- b Professional Indemnity Insurance for not less than ten million dollars (\$10,000,000.00); and
- c Workers Compensation as required by the relevant State (if applicable).

15.2 The Contractor must provide NPE with insurance certificates of currency for approval prior to the Start Date and otherwise on reasonable request by NPE.

15.3 The Contractor must ensure that each insurance policy notes NPE as a party insured under the policy.

15.4 If the Contractor fails to provide NPE with satisfactory proof of insurance, NPE may arrange insurance and recover the costs from the Contractor.

16 TERMINATION

16.1 NPE may terminate this Agreement with immediate effect by written notice to the Contractor if:

- a the Contractor fails to comply with this Agreement and the failure is not remedied within ten (10) days of receiving written notice of the failure;
- b the Contractor becomes insolvent, or closes or disposes of all or a substantial part of its business; or
- c there is a "change of control" of the Contractor, for the purposes of the *Corporations Act 2001* (Cth).

16.2 NPE may terminate this Agreement at any time and for any reason by giving the Contractor at least fourteen (14) days written notice.

16.3 The Contractor may terminate this Agreement if NPE fails to make payment of a Tax Invoice by the due date and the failure is not remedied by NPE within thirty (30) days of the Contractor giving NPE written notice of the failure.

16.4 On expiry or termination of this Agreement:

- a a party's accrued rights or remedies are not affected; and
- b the Contractor must deliver to NPE any NPE IP, Contract IP or Confidential Information in its care, custody or control.

17 DISPUTE RESOLUTION

17.1 In the event of any dispute between the parties, each party must act in good faith to attempt to resolve the dispute in the most cost effective and expeditious manner.

17.2 Except in the case of an emergency or where an urgent order is required, no party will institute court proceedings in relation to any dispute without first attempting to resolve the dispute by negotiation or mediation.



17.3 If the dispute cannot be resolved by the parties through negotiation or mediation within 60 days of the dispute arising, either party may make an application to the relevant court entitled to deal with the dispute.

18 SUBCONTRACTING

18.1 The Contractor must not, without NPE's prior written approval, subcontract the performance of the Works or any part of the Works.

18.2 In giving written approval to subcontracting, NPE may impose such terms and conditions as it thinks fit.

18.3 The Contractor remains liable for the performance of the Works notwithstanding that the Contractor may subcontract the performance of all or any part of the Works.

19 RELATIONSHIP AND CONFLICT OF INTEREST

19.1 The Contractor acknowledges that it is not the exclusive supplier of goods and services to NPE.

19.2 NPE may perform, or obtain from a third party, the whole or any part of the Works.

19.3 The Contractor must not represent itself, and must ensure its officers, employees and agents do not represent themselves, as being employees, partners or agents of NPE.

19.4 The Contractor may provide services to any other person or entity during the term of this Agreement provided it does not conflict with the Contractors obligations under this Agreement.

19.5 The Contractor agrees that in consideration of the Agreement and remuneration provided under this Agreement, during the term and when the terms ends, it will not, as a sole trader, partner, manager, employee, director, consultant, advisor, shareholder, unit holder, trustee or with any other entity in which the Contractor may at any time have any direct or indirect interest do any of the following:

- a compete with NPE's business, enter into business arrangements, advise, work for, consult with, provide services to, or in any way assist a customer or competitor of NPE;
- b directly approach, canvass, solicit or deal with any clients or customers of NPE with whom the Contractor had business contact with during the term of this Agreement (who were clients or customers at the Expiry Date of this Agreement or within the 12 months prior to the Expiry Date);
- c interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between NPE and any of its suppliers to NPE (who were suppliers at the Expiry Date of this Agreement or within the 12 months prior to the Expiry Date);
- d induce or solicit any employee, contractor or agent of NPE or any of its subsidiaries or whom the Contractor had business contact with during the term of this Agreement with NPE (who were clients or customers at the Expiry Date of this Agreement or within the 12 months prior to the Expiry Date).

20 CODE OF CONDUCT, MODERN SLAVERY AND ANTI-BRIBERY

20.1 The Contractor acknowledges that NPE is a part of the Atlas Copco Group and adheres to a code of ethics (the "Code of Conduct"), covering areas such as business ethics, labour, safety and the environment. Copies of the Code of Conduct may be viewed on <https://www.atlascopco.com/en-au/about-atlas-copco/sustainability/highest-ethical-standards/code-of-conduct>. By entering into this Agreement with NPE, the Contractor agrees that it shall adhere to the Code of Conduct.

20.2 The Contractor acknowledges that no employee or officer of NPE is authorised to propose or approve conduct inconsistent with the Code of Conduct.

20.3 NPE shall have the right to terminate its business relationship and any associated agreements with the Contractor if the Contractor is (or NPE reasonably believes that the Contractor is) in material breach of the Code of Conduct and, in the case of breaches which are capable of remedy, the Contractor fails to remedy such breach, after written notification by NPE of such breach, within 10 (days) of receiving notice.

20.4 The Contractor warrants that it will:

- a comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act as amended from time to time, and generally in the course of conducting business behave ethically, with integrity and mutual respect (the "Relevant Requirements");



- b have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and the US Foreign Corrupt Practices Act, to ensure compliance with the Relevant Requirements by any of the Contractor's officers, employees and agents (including sub-contractors) and any person who acts for or on its behalf in connection with the performance of the Agreement; and
 - c ensure that no intermediary of any kind was used in the negotiation and conclusion of the Agreement.
- 20.5 The Contractor agrees and acknowledges that a breach of this clause will be deemed a material breach of the Agreement. NPE will be entitled to terminate the Agreement or any part of it with immediate effect if it has reasonable grounds to suspect that this clause has been breached by the Contractor.
- 20.6 The Contractor warrants that, if applicable, the tantalum, tin, tungsten and gold in products which they supply to NPE does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. The Contractor shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to NPE upon request.
- 20.7 The Contractor must at all times:
- a apply ethical sourcing practices, comply with and encourage compliance with relevant labour standards and laws, and take reasonable steps to identify modern slavery risks in its operations and supply chains;
 - b notify NPE immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors, have breached or potentially breached any of the Contractor's obligations under this clause.
- 20.8 The Contractor represents and warrants that neither the Contractor nor any of its officers, employees, agents or subcontractors, have:
- a committed an offence under any law relating to modern slavery;
 - b been notified that they are subject to an investigation or prosecution relating to an alleged offence under any law relating to modern slavery; and
 - c become aware of any circumstances within its supply chain that could give rise to an allegation of modern slavery.
- 20.9 The Contractor agrees and acknowledges that a breach of clause 20.7 or clause 20.8 will be deemed a material breach of the Agreement. NPE will be entitled to terminate the Agreement or any part of it with immediate effect if it has reasonable grounds to suspect that this clause has been breached by the Contractor.

21 GENERAL

- 21.1 **Governing Law:** This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of Australia. The parties submit to the non-exclusive jurisdiction of the courts of Australia and will have reference to the State that the Works are performed in.
- 21.2 **Privacy:** The Contractor must at all times comply with all privacy laws, and with any privacy policies that NPE may give to the Contractor from time to time, which relate to this Agreement.
- 21.3 **Publicity:** The Contractor will not without the prior written consent of NPE engage in any publicity related to this Agreement or use NPE's name, logo, trademark, trade name, insignia or any other designation in any manner whatsoever.
- 21.4 **Updated Terms:** NPE may update these Terms from time to time and they will apply immediately upon notice to the Contractor. Notice is deemed given (whether or not actually received) when NPE sends updated Terms to the Contractor at any address supplied by the Contractor (including an email address) or publishes the updated Terms on its website www.nationalpump.com.au.
- 21.5 **No Waiver:** No failure to exercise or any delay in exercising any right, power or remedy by NPE operates as a waiver of such right, power or remedy. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made and agreed to in writing.



- 21.6 **Relationship:** Nothing in the Agreement shall be construed to create a partnership or joint venture between NPE and the Contractor or to make any employee of NPE a servant of the Contractor or any employee of the Contractor a servant of NPE.
- 21.7 **Authority:** The Contractor represents and warrants that any person who, with apparent authority, completes the HSEQ Prequals Form and enters into this Agreement on the Contractor's behalf:
- a Has the authority to enter into the Agreement on the Contractor's behalf;
 - b Is empowered by the Contractor to bind the Contractor to the Agreement; and
 - c Hereby indemnifies NPE against all losses and costs incurred by NPE arising out of the person entering into the Agreement failing to have such power or authority.
- 21.8 **No reliance:** The Contractor acknowledges that neither NPE nor any person acting on behalf of NPE has made any representation or other inducement to the Contractor to enter into the Agreement and that the Contractor has not entered into the Agreement in reliance on any representations or inducements except for those contained in the Agreement.
- 21.9 **Entire Agreement:** These Terms set out the terms of the agreement between the Contractor and NPE and constitute the entire agreement between the parties.
- 21.10 **Drafting:** A provision will not be construed against a party because they drafted it or the meaning would favour them.
- 21.11 **Severability:** If any part of the Agreement becomes void, ineffective or unenforceable for any reason, then that part will be severed, and this will not affect the validity or enforceability of the remaining parts which will continue in full force and effect unaffected by the severance of any other parts.
- 21.12 **Variation:** The Agreement may only be amended, supplemented or replaced in writing as agreed between NPE and the Contractor.
- 21.13 **Third party rights:** This Agreement does not confer any rights or benefits on any third parties and such rights or benefits are expressly excluded. To avoid doubt, this exclusion applies to rights or benefits of any kind regardless of how they arise, including from any form of third-party beneficiary law.
- 21.14 **Liability:** If the Contractor comprises more than one person or entity, each is jointly and severally liable for the performance of all the Contractor's obligations under the Agreement.
- 21.15 **Rights:** The rights and remedies of NPE under this Agreement apply in addition to any other rights or remedies available (whether in equity, under statute or otherwise).
- 21.16 **Notices:** Any notice under the Agreement must be in writing and sent by post or email to the address advised by the other party in the HSEQ Prequals Form, or subsequently advised in writing. Notices sent by post are deemed delivered four (4) days after posting (unless there is evidence to show actual delivery date) and notices sent by email are deemed delivered on the day of transmission unless the sender receives an email advising that delivery was unsuccessful.

