Terms and Conditions
Supply of Goods and Services

SUPERSEDED
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These Terms and Conditions govern the supply of goods and services by Megavar Pty Ltd (ABN 88 104 344 765). They should be read in conjunction with the Contract Particulars set out in the relevant quotation, purchase order, or other contract document issued by Megavar.

1. Definitions

In these Conditions and elsewhere in the Contract, unless a contrary intention appears the following shall mean:

Anti-Bribery and Anti-Corruption Legislation includes any statute, law, code, regulation or similar instrument in connection with the prohibition of bribery and corruption (including by virtue of the place of domicile or operations of Megavar and the Client) including but not limited to the Criminal Code Act 1995 (Cth), the Crimes Act 1914 (Cth), the Financial Management and Accountability Act 1997 (Cth), the Commonwealth Authorities and Companies Act 1997 (Cth), the Corporations Act 2001 (Cth) and the Bribery Act 2010 (UK).

Base Date means the date of acceptance of Megavar's quotation, or where no formal acceptance is given, the date of Megavar's quotation.

Client means the Client described in the Contract Particulars or if no description has been provided, the entity to which Megavar is providing the Services.

Completion Date means the date specified in the Contract Particulars or any extension thereof agreed in writing between the parties, on which the Client must complete or deliver the Goods.

Conditions means these standard Megavar terms and conditions.

Contract means the agreement between the Client and Megavar evidenced by the Conditions, the Contract Particulars and/or Megavar Purchase Order, and all other documents which are listed in the Contract Particulars or incorporated by written reference into the Contract by Megavar. The Conditions take precedence over all other documents including those listed in the Contract Particulars and any other documents provided by the Client.

Contract Sum means the total sum submitted by Megavar either as a lump sum fixed price, hourly rate, schedule of fees, cost plus or a combination of these as detailed in the Contract Particulars.

Delivery Place means the place Goods are to be delivered as specified in the Contract Particulars.

Deliverables means all reports, test results, drawings, relay settings files, engineering advice, designs, specifications, and other documents or data produced by Megavar in the performance of the Services.

Dispute has the meaning in clause 30.

Force Majeure means act of God, act or omission of government, war, armed conflict, blockade, embargo, sanctions, hostilities, terrorism, civil commotion, pandemic, epidemic, fire, earthquake, flood, explosion, accident at sea, inclement weather conditions, industrial disputes (except where restricted to employees of Megavar), disruption to fuel supply or energy markets, sabotage or commotion, act or omission of the Client, or by any cause (whether similar or not to any of the above events) beyond the reasonable control of Megavar.

Fuel Surcharge means the fuel and cost surcharge percentage specified in the Contract Particulars, or as otherwise notified by Megavar from time to time in accordance with clause 7.

Goods means the goods, products, materials or equipment supplied by Client and specified in the Contract Particulars and otherwise in the Contract and/or a Megavar Purchase Order.

Intellectual Property means any intellectual property whether protected by statute, at common law or in equity, including any patent, invention, copyright or design right (whether or not registerable), in any design, specification, process, technique, software, know-how, trade secret, technical information, financial information, business method and confidential information.

Item means an item in the Contract Particulars.

Megavar means Megavar Pty Ltd (ABN 88 104 344 765) the entity bound to perform and complete the Services.

Megavar Equipment means all test equipment, tools, instruments, calibration standards, vehicles, and other equipment owned or leased by Megavar and brought to the Premises for the performance of the Services.

Mobilisation means the period or interval between the departure and subsequent return of Megavar personnel to their base, including all associated travel, freight, accommodation, and site establishment activities.

Performance Period Cycle means, where the Services are to be performed and completed on more than one occasion during the total performance period, the frequency or occasions stated in the Contract Particulars for a single performance.

PPSA means the Personal Property Securities Act 2009 (Cth).

Premises means the location where the Services are to be performed, and includes, where the context so requires, anything on the Premises.

Services means all the services Megavar has agreed to perform for the Client under the Contract, and as specified in the Contract Particulars and/or Megavar invoice, and includes everything reasonably necessary for the proper performance of Megavar's obligations and discharge of Megavar's liabilities.

Single Performance means a performance of the Services on one occasion.

Works means the scope of works being tendered for as detailed in Megavar's offer which is inclusive of the Goods and/or Services.

2. Performance

Megavar shall perform and complete the Services in accordance with the Contract and directions authorised by the Contract.

3. Price

3.1 The Contract Sum is net and exclusive of GST and is in Australian Dollars (unless otherwise stated).

3.2 Where a Fuel Surcharge is specified in the Contract Particulars, the Fuel Surcharge shall be applied as a separate line item on each invoice and is exclusive of GST. The Fuel Surcharge is subject to review and adjustment in accordance with clause 7.

3.3 Where the Contract extends beyond 12 months from the Base Date, the Contract Sum shall be subject to annual price escalation in accordance with clause 8, unless the Contract Particulars expressly state that prices are fixed for the Contract duration.

3.4 Where this Contract includes the mobilisation of specialist high voltage test equipment requiring third-party freight, actual freight costs (including any carrier fuel surcharges) may be invoiced at cost plus 10% as a separate line item unless a fixed freight allowance is specified in the Contract Particulars. Supporting freight documentation will be provided on request.

3.5 Travel costs (including flights, accommodation, vehicle hire, and domestic travel allowance) included in the Contract Sum are estimated at the date of the quotation. Where actual travel costs at the time of Mobilisation exceed the quoted estimate by more than 15%, the difference shall be recoverable by Megavar as a variation. Megavar shall provide supporting documentation of the cost variance on request.

3.6 Labour rates in the Contract Particulars are for personnel time only. Test equipment is charged separately in accordance with the Megavar equipment rental schedule or as specified in the Contract Particulars.

4. Payment

4.1 Any purchase order issued by the Client in relation to this Contract is in order to establish payment authority for internal accounting purposes. No purchase order shall be considered to be a counter offer, amendment, modification, or other revision to the terms of this Contract. No term or condition included in the Client's purchase order will have any force or effect.

4.2 Megavar shall claim payment in accordance with the Contract Particulars.

4.3 Except as otherwise agreed by Megavar in writing, the Client shall pay all invoiced amounts in Australian dollars, without right of set off, within 14 days from the date of the Megavar Invoice.

4.4 Credit is provided, and overdue payments are subject to, the provisions of the Building and Construction Industry Security of Payments Act, in the state of Tasmania, unless another jurisdiction has been agreed.

4.5 Where the Contract Sum exceeds $50,000, Megavar may submit monthly progress claims for the value of Services performed and Goods supplied during that month. The Client shall pay each progress claim within 14 days of receipt.

4.6 For credit card payments, additional merchant surcharges apply as stated in the Contract Particulars.

5. Interest

If the Client fails to pay Megavar the full amount stated in the Megavar Invoice in accordance with clause 4, then Megavar will charge interest on the amount unpaid by the Client at a rate of 18% per annum calculated on daily rests from the date on which such default arose.

6. Variations

6.1 Megavar will not vary the Services except as directed in writing by the Client. The Client may direct Megavar to vary the Services or perform additional Services provided they are capable of being performed under the provisions of the Contract. A reasonable price will be agreed and added to the Contract Sum if necessary.

6.2 Where circumstances beyond Megavar's reasonable control (including but not limited to changes in fuel costs, regulatory requirements, or client-caused delays) materially increase the cost of performing the Services, Megavar may submit a variation claim supported by

evidence of the cost increase. The Client shall not unreasonably withhold agreement to such a variation.

7. Fuel and Cost Surcharge

7.1 A Fuel Surcharge may be applied to the Contract as specified in the Contract Particulars. The Fuel Surcharge reflects extraordinary increases in fuel, transport, and logistics costs and is applied as a percentage of each invoice amount.

7.2 The Fuel Surcharge rate shall be reviewed quarterly by Megavar. Megavar shall provide the Client with not less than 30 days written notice of any change to the Fuel Surcharge rate, including the basis for the adjustment.

7.3 The Fuel Surcharge shall be reduced or removed when fuel market conditions normalise, as determined by reference to the ABS Consumer Price Index (Cat. 6401.0) Automotive Fuel sub-group.

7.4 The Fuel Surcharge is exclusive of GST.

8. Price Escalation

8.1 Where the Contract extends beyond 12 months from the Base Date, prices shall be adjusted annually from the first anniversary of the Base Date using the following Composite Escalation Formula:

$$\textbf{Adjusted Price} = \textbf{Base Price} \times (1 + E)$$

where $E = (W_1 \times L) + (W_2 \times F) + (W_3 \times C)$

8.2 In clause 8.1:

(a) W_1 means the labour weighting specified in the Contract Particulars (expressed as a decimal);

(b) W_2 means the fuel and transport weighting specified in the Contract Particulars (expressed as a decimal);

(c) W_3 means the general cost weighting specified in the Contract Particulars (expressed as a decimal), where $W_1 + W_2 + W_3 = 1.00$;

(d) L (Labour Index Movement) means the percentage change in the ABS Wage Price Index (Cat. 6345.0), Total Hourly Rates of Pay Excluding Bonuses, Private Sector, Electricity, Gas, Water and Waste Services division, for Australia, measured from the Base Date quarter to the most recently published quarter at each adjustment date, plus 2.0 percentage points;

(e) F (Fuel and Transport Index Movement) means the percentage change in the ABS Consumer Price Index (Cat. 6401.0), Automotive Fuel sub-group, Weighted Average of Eight Capital Cities;

(f) C (General CPI Movement) means the percentage change in the ABS Consumer Price Index (Cat. 6401.0), All Groups, Weighted Average of Eight Capital Cities;

(g) all measured from the Base Date quarter to the most recently published quarter at each adjustment date.

8.3 Adjustments shall be calculated on a cumulative basis from the Base Date. The Base Date index values shall be those published for the quarter in which the Base Date falls.

8.4 Adjustments apply symmetrically. If the Escalation Factor E is negative, prices shall be reduced accordingly.

8.5 If any referenced ABS index is discontinued or materially revised, the parties shall agree on the closest equivalent replacement index. If agreement cannot be reached within 30 days, the matter shall be referred to an independent economist appointed by the President of the Australian Institute of Quantity Surveyors.

8.6 Megavar shall provide the Client with a written escalation notice at least 30 days prior to applying any price adjustment, including the relevant index values and calculation.

8.7 Where the Contract Particulars do not specify escalation weightings, the following default weightings shall apply: $W_1 = 0.65$, $W_2 = 0.15$, $W_3 = 0.20$.

8.8 The specialist margin of 2.0 percentage points referred to in clause 8.2(d) reflects the demonstrated premium commanded by specialist high voltage engineering and commissioning personnel over the broader electricity sector average. This margin shall remain fixed for the duration of the Contract unless varied by written agreement.

9. Access to Premises

9.1 The Client must provide Megavar:

(a) Reasonable access to the Premises to enable Megavar to properly perform the Services.

(b) Details of entrances and exits to and from the Premises and any security arrangements to be observed in connection with the Premises or access to them.

9.2 Megavar employees will:

(a) Use entrances and exits provided by the Client and comply with access arrangements and security measures.

(b) Carry suitable identification.

(c) Regularly remove rubbish and surplus material which results from the performance of the Services.

(d) Not examine, copy, remove or otherwise interfere with anything on the Premises except for the purpose of performing the Services.

(e) Comply with site safety and security protocols and directions of any first responders in the event of fire or on-site emergency.

10. Site Readiness and Re-attendance

10.1 The Client warrants that the Premises will be ready for Megavar to commence the Services on the date specified in the Contract Particulars or as otherwise agreed. Site readiness includes, but is not limited to: plant and equipment installed and available for testing, cables terminated, permits and switching arrangements in place, and safe access established.

10.2 If the Premises are not ready for Megavar to commence or continue the Services on the agreed date, or if site conditions materially differ from those represented by the Client, any additional time, re-attendance, and associated travel, accommodation, and freight costs shall be recoverable by Megavar as a variation.

10.3 Megavar shall use reasonable endeavours to mitigate re-attendance costs, including redeploying personnel where practicable.

11. Mobilisation and Demobilisation

11.1 The number of Mobilisations included in the Contract Sum is specified in the Contract Particulars. Additional Mobilisations required due to circumstances outside Megavar's control shall be charged at Megavar's prevailing rates.

11.2 If the Client cancels or postpones a Mobilisation with less than 5 business days' notice, the Client shall reimburse Megavar for all non-recoverable costs incurred in preparation for the Mobilisation, including booked flights, accommodation, freight, and personnel allocation costs.

11.3 Demobilisation costs (including return freight of equipment, personnel travel, and site disestablishment) are included in the Contract Sum for normal completion. Where the Contract is terminated early or the Client directs early demobilisation, the Client shall pay actual demobilisation costs as a variation.

11.4 The minimum charge for any Mobilisation is 8 hours per day for each Megavar employee on site. This minimum charge applies during any period of the Mobilisation including when personnel are unable to work due to site closure, industrial action, project delays, or other restrictions outside Megavar's control.

11.5 Normal hours are defined as the first 8 hours worked within the window of 7:00am to 5:30pm, Monday to Friday. The window accommodates different site start times. Where a site requires an earlier start, the normal hours window shifts accordingly by agreement. Any hours worked beyond 8 in a single day, or any hours worked outside the normal hours window, are charged at the applicable penalty rate as specified in the Contract Particulars or Megavar's prevailing rates card.

12. Latent Conditions

Latent Conditions are physical conditions affecting the Premises including artificial things but excluding weather conditions which differ materially from the physical conditions which Megavar reasonably anticipated at the time of submitting its offer. Megavar will be entitled to claim an extension of time and reasonable costs directly incurred as a result of a Latent Condition.

13. Limitation of Liability

Notwithstanding any other provision of this Contract and to the full extent permitted at law, the total liability of Megavar to the Client arising out of or in connection with this Contract for all loss, damage, cost or expense suffered or incurred whether in contract or tort (including negligence), in equity, in restitution, by way of warranty or indemnity or under statute shall be limited to no more than 50% of the Contract Sum.

14. Consequential Loss

Notwithstanding any other provision of this Contract and to the full extent permitted at law, neither party is liable for any indirect, special, contingent or consequential type losses or damages which includes but is not limited to loss of actual or anticipated profits, loss of opportunity, loss of goodwill or loss of revenue.

15. Proportionate Liability

Subject to clauses 13 and 14 above, Megavar shall be proportionately liable to the extent that Megavar caused or contributed to such claim, demand, proceeding, cost, expense, loss, liability or damage under the Contract.

16. Time and Progress

16.1 Megavar will commence the Services as stated in the Contract Particulars.

16.2 Megavar will ensure that the Services are performed in accordance with the Performance Period Cycles stated in the Contract Particulars, and completed within the contract period stated in the Contract Particulars.

16.3 If a Single Performance of the Service is delayed by a cause of delay beyond Megavar's reasonable control (including a delay by the Client or anyone for whom the Client is responsible) Megavar shall be entitled to a reasonable extension of time for that Single Performance.

16.4 The Client shall reimburse Megavar all reasonable costs including but not limited to overheads incurred by Megavar for any delays except for delays caused by Megavar itself.

17. Client Suspension

17.1 The Client may direct Megavar to suspend the Services by written notice. Megavar shall comply with such direction as soon as reasonably practicable.

17.2 If the Client directs a suspension, the Client shall reimburse Megavar for:

(a) All reasonable costs directly incurred as a result of the suspension, including standby costs, demobilisation and remobilisation costs, and costs of securing and storing equipment.

(b) An extension of time equal to the period of suspension plus a reasonable period for remobilisation.

17.3 If a suspension directed by the Client exceeds 60 days, Megavar may treat the Contract as terminated by the Client and clause 28 shall apply.

18. Equipment Ownership and Care

18.1 All Megavar Equipment remains the property of Megavar at all times, regardless of whether it is located on the Client's Premises.

18.2 The Client shall:

(a) Provide secure, weatherproof storage for Megavar Equipment on the Premises.

(b) Not move, interfere with, or permit any third party to use Megavar Equipment without Megavar's prior written consent.

(c) Assume responsibility for loss of or damage to Megavar Equipment while on the Client's Premises, except to the extent caused by Megavar's negligence or fair wear and tear.

18.3 The Client shall indemnify Megavar against all costs of repair or replacement of Megavar Equipment lost or damaged while on the Client's Premises, except to the extent caused by Megavar's negligence.

19. Returned Goods

Megavar is not under any duty to accept Goods returned by the Client. If Megavar agrees to accept returned Goods from the Client, the Client must return the Goods to Megavar at any place directed by Megavar and on such other terms as Megavar directs.

20. Storage

Megavar reserves the right to make a reasonable charge for storage of the Goods or any component of the Client to be used in manufacture or supply of the Goods, if delivery instructions are not provided by the Client within 14 days of a request by Megavar.

21. Title and Risk

21.1 Megavar will deliver the Goods in accordance with the dates as set out in the Contract Particulars to the Premises nominated in the Contract Particulars.

21.2 On the Client's receipt of the Goods, all risk relating to the Goods passes to the Client. However, if the Client provides any components to Megavar for inclusion in the Goods the risk of those components remains with the Client at all times.

21.3 Megavar will use all reasonable care to provide suitable storage of the Client's components but will not be liable for any loss or damage.

21.4 It is acknowledged by the Client that Megavar fulfils all of its obligations under this Contract once the Goods are delivered by Megavar and received by the Client or collected by the Client, whichever the earlier.

21.5 Title in the Goods remains with Megavar until all sums due and owing by the Client to Megavar are paid in full notwithstanding the delivery, receipt, collection or passing of risk to the Client.

21.6 Until title of the Goods passes, Megavar reserves and retains the following rights in relation to the Goods until all accounts owed by the Client to Megavar are fully paid:

(a) to enter the Client's Premises, or the premises of any associated entity or agent of the Client where the Goods are located, without liability for trespass or any resulting damage and retake possession of the Goods; and

(b) to keep or resell the Goods repossessed under this clause.

22. Personal Property Securities Act

22.1 In clause 22 words and expressions not defined in these Conditions have the same meaning as defined in the PPSA.

22.2 The Client acknowledges that Megavar has a purchase money security interest in the Goods including, but not limited to, where the Client has not paid for the Goods in full prior to delivery.

22.3 The Client acknowledges that if Megavar has rights and interest in proceeds derived from the Goods such rights and interests constitute a security interest in such proceeds.

22.4 Megavar may register any security interest on the PPSA register in any manner it chooses. The Client must provide Megavar with any information it requires for the purposes of giving effect to such registration.

22.5 For the purposes of section 157(3) of the PPSA, the Client irrevocably and unconditionally waives its right to

receive any notice from Megavar in connection with the registration of a financing statement or a financing change statement in respect of the Goods.

22.6 If section 95 or chapter 4 of the PPSA would otherwise apply to the enforcement of any security interests then those provisions are excluded, to the extent possible.

22.7 The Client must take any steps (including provide information) Megavar reasonably requires to perfect or otherwise ensure the enforceability and priority of any security interest.

22.8 Neither the Client nor Megavar will disclose information of the kind described in PPSA section 275(1), unless section 275(7) of the PPSA applies.

22.9 Until Megavar's security interest (whether perfected or not) is satisfied, the Client agrees not to cause or allow a security interest of higher priority to be created in the Goods. If the Client breaches this sub-clause, the Client shall indemnify Megavar for any cost, expense, loss or damage suffered.

23. Warranty

Megavar warrants that:

23.1 The Goods will be of merchantable quality and be free from substantial defect in workmanship.

23.2 Any Goods manufactured or fabricated or Services performed by Megavar or the Works will be performed to the standard agreed by the parties and as set out in the Contract Particulars.

23.3 Megavar warrants the Goods for the period stated in the Contract Particulars, and where no period is stated, 3 months following receipt of the Goods and only insofar as the defect is a result of faulty workmanship of Megavar or the use of substandard materials by Megavar. If the Client finds a defect with the Goods or Services the Client must notify Megavar in writing of the defect within 7 days of discovery of the defect and must take all reasonable precautions to prevent the use of the Goods.

23.4 Megavar will be responsible for the costs of actual rectification/replacement Services only and any associated costs (including removal or transportation costs) shall be borne by the Client.

23.5 If Megavar uses a subcontractor or supplier or other person to perform any work under the Contract (Other Person), any work, labour and services carried out by the Other Person shall only be warranted by Megavar to the degree that the Other Person indemnifies Megavar.

23.6 Any additional warranty provided by a manufacturer for Goods which Megavar has supplied will be passed on to the Client on agreement with the manufacturer.

24. Quality

24.1 Unless otherwise provided, Megavar will use suitable new materials and proper and tradesman-like workmanship. Except to the extent that the Contract otherwise provides, Megavar shall supply everything necessary for the proper performance of Megavar's obligations and the discharge of Megavar's liabilities.

24.2 If the Client becomes aware of work by Megavar that does not comply with the Contract, the Client shall as soon as practicable give Megavar written details thereof. Megavar will carry out rectifications within a reasonable timeframe after receiving written notice, excluding:

(a) Ordinary wear and tear.

(b) Any damage which has been caused or contributed by the Client's negligence or acts or omissions.

25. Standards and Test Methods

25.1 Megavar shall perform the Services in accordance with the standards, codes, and test methods current and applicable at the time the Services are performed.

25.2 If applicable standards or test methods change after the date of Megavar's quotation and before completion of the Services, any additional cost or time required to comply with the changed standards shall be recoverable by Megavar as a variation.

25.3 The Client shall not require Megavar to retrospectively assess or reinterpret test results or engineering advice against standards or criteria that were not specified at the time the Services were performed, unless agreed as a separate engagement.

26. Client-Supplied Information

26.1 The Client warrants the accuracy and completeness of all information, data, documents, drawings, protection studies, earthing reports, test results, relay settings, and other materials provided by the Client to Megavar for the purposes of performing the Services.

26.2 Megavar is entitled to rely on the accuracy of all Client-supplied information without independent verification unless the Contract Particulars expressly require Megavar to verify specific items.

26.3 Megavar shall not be liable for any deficiency in the Services, Deliverables, or engineering advice to the extent that such deficiency is caused by or attributable to inaccurate, incomplete, or misleading Client-supplied information.

27. Intellectual Property

27.1 Megavar retains all Intellectual Property and ownership rights of such in any Intellectual Property and

other information relating to the Services which is created or modified by Megavar during the Contract.

27.2 Megavar hereby grants to the Client a perpetual, irrevocable, non-exclusive, royalty free, transferable licence to use all Intellectual Property which is used or developed by Megavar, for the purpose of or in connection with the Contract.

27.3 The Client warrants that, unless otherwise provided in the Contract, design, materials, documents and methods of working, each specified in the Contract or provided and directed by the Client shall not infringe any intellectual property right.

27.4 Megavar warrants that any other design, materials, documents and methods of working, each or provided by Megavar shall not infringe any intellectual property right.

28. Lien on Deliverables

28.1 Until all sums due and owing by the Client to Megavar under this Contract and any other contract between the parties are paid in full, Megavar reserves the right to withhold delivery of Deliverables including (without limitation) test reports, engineering reports, drawings, relay settings files, and design documents.

28.2 The exercise of this lien does not limit or affect any other right or remedy available to Megavar.

29. Third-Party Reliance

29.1 All Deliverables produced by Megavar under this Contract are prepared for the sole use of the Client and for the specific purpose described in the Contract Particulars.

29.2 No third party may rely on any Deliverable produced by Megavar without Megavar's prior written consent. If such consent is given, it may be subject to conditions including execution of a reliance letter and payment of a fee.

29.3 Megavar accepts no liability to any third party who obtains access to or relies upon any Deliverable, whether or not the Client has provided the Deliverable to that third party.

30. Client Obligation to Act on Findings

30.1 Where Megavar identifies a defect, non-compliance, safety issue, or other matter requiring attention during the performance of the Services, and notifies the Client accordingly (whether in a report, email, verbal communication, or other form), the Client acknowledges that it has been formally notified and assumes responsibility for acting on the findings.

30.2 Megavar shall not be liable for any loss, damage, injury, or consequence arising from the Client's failure to act on findings notified by Megavar.

31. Insurance

Before commencing the Services, Megavar shall procure and maintain insurances as specified in the Contract Particulars.

32. Confidentiality

32.1 The Client acknowledges and agrees that any information submitted by Megavar in its offer which includes but is not limited to pricing, technical specifications and other information is commercial in confidence and submitted solely for evaluation by the Client. Such information must at all times remain confidential and shall not be disclosed to any third party without Megavar's prior written consent.

32.2 If such information is disclosed to a third party with Megavar's prior consent, the Client must ensure that as a condition precedent to the passing of such information that the third party accepts and acknowledges to be bound by confidentiality obligations.

33. Marketing and Project Reference Rights

33.1 The Client grants Megavar a non-exclusive, perpetual, royalty-free licence to use non-confidential project information for marketing, tendering, capability demonstration, and business development purposes. Non-confidential project information includes:

(a) The Client's name and logo (in the context of identifying the Client as a Megavar client).

(b) The project name, type, location, and a general description of the scope of services performed.

(c) Photographs taken by Megavar personnel on site that do not contain confidential equipment configurations, protection settings, or network information.

(d) General project outcomes and achievements (such as project value range, voltage class, and plant types).

33.2 This licence extends to use on Megavar's website, social media channels, LinkedIn, tender submissions, capability statements, presentations, case studies, and internal training materials.

33.3 Megavar shall not publish specific pricing information, detailed protection settings, proprietary network configurations, or any information expressly designated as confidential by the Client.

33.4 The Client may withdraw consent for use of its name and logo by written notice, in which case Megavar shall remove the Client's name and logo from new marketing materials within a reasonable period, but is not required to withdraw materials already published or submitted.

34. Non-Solicitation of Personnel

34.1 During the term of this Contract and for a period of 12 months after its completion or termination, the Client shall not directly or indirectly solicit, recruit, engage, or employ (whether as an employee, contractor, or consultant) any Megavar personnel who were involved in the delivery of the Services, without Megavar's prior written consent.

34.2 If the Client breaches clause 34.1, the Client shall pay Megavar a fee equal to 25% of the relevant employee's annual remuneration package as a genuine pre-estimate of Megavar's recruitment, training, and replacement costs. This fee is in addition to, and not in substitution for, any other rights or remedies available to Megavar.

34.3 This clause does not apply to unsolicited responses to general public advertisements placed by the Client.

35. Asbestos and Other Hazardous Materials

The Client is responsible for ensuring Services being performed on the Client's Premises are in an asbestos and hazardous free environment. The Client is responsible for all costs arising as a result of the presence of asbestos, asbestos contaminated material or any other hazardous material in or on the Client's Premises where the Services are required to be performed.

36. Right to Suspend for Non-Payment

36.1 Without limiting any other right or remedy, Megavar may suspend the performance of the Services by giving the Client 7 days written notice if any Megavar Invoice remains unpaid 14 days beyond its due date.

36.2 If Megavar suspends the Services under this clause, the Client shall be liable for all standby, demobilisation, remobilisation, and associated costs arising from the suspension.

36.3 Megavar is not liable for any loss, damage, or delay suffered by the Client as a consequence of a suspension under this clause.

36.4 A suspension under this clause does not constitute a termination of the Contract. Megavar shall resume the Services within a reasonable time after all outstanding amounts (including interest) have been paid in full.

37. Inconsistency

To the extent of any inconsistencies, the Conditions prevail over any other document.

38. Cancellation

38.1 Either party has the right to cancel this Contract because of any event beyond the reasonable control of either party which alters the ability of the cancelling party to fulfil the terms of this Contract.

38.2 If Megavar cancels this Contract, the Client agrees and acknowledges that it will not prosecute any claim in law or in equity against Megavar. The Client agrees if the Client cancels it will pay to Megavar all outstanding Megavar Invoices and for all Goods and/or Services provided to the Client up to the date of cancellation and the Client indemnifies Megavar against any losses incurred by Megavar as a result of the termination. Any annual payments made prior to cancellation will not be refundable.

39. Force Majeure

39.1 If performance by Megavar of any obligation under the Contract is prevented, restricted or delayed by Force Majeure then Megavar shall be excused from and shall not be liable for failure in performance to the extent of that prevention, restriction or delay and the time for performance shall be extended accordingly.

39.2 Where a Force Majeure event causes Megavar to incur additional costs in performing the Services (including but not limited to increased fuel, transport, freight, accommodation, or supply chain costs), such additional costs shall be recoverable by Megavar as a variation or by adjustment of the Fuel Surcharge rate under clause 7.

39.3 If performance is delayed for more than 4 months by Force Majeure and the parties have not agreed upon a revised basis for continuing the supply at the end of the delay, then either party may after that period and while the cause of non-performance still exists terminate the Contract by not less than 30 days' notice in writing to the other party.

40. Dispute Resolution

40.1 If a difference or dispute between the parties arises in connection with the subject matter or interpretation of this Contract, including a dispute concerning a claim in tort, under statute, or on any other basis in law or equity available under the law governing the Contract (Dispute), either party may by hand or registered post give the other party written notice of the dispute identifying and providing details of the dispute and entitled Dispute Notice (Dispute Notice).

40.2 Within 14 days of receipt of Dispute Notice representatives of the parties having authority to bind the parties shall confer to seek to resolve the Dispute or agree on a method of doing so and whether that method shall be binding. If a resolution or method of resolution has not been agreed within 28 days of the receipt of Dispute Notice, the General Manager of the parties shall confer for the same purpose as the parties' representatives. All aspects of such conference(s) shall be privileged.

40.3 Neither party may institute legal proceedings in respect of any Dispute unless a Dispute Notice in respect thereof has first been given and then only after a period of 28 days from receipt of such Dispute Notice has elapsed.

40.4 If the dispute has not been resolved within 28 days of service of the Dispute Notice, the dispute will be referred to arbitration.

41. Arbitration

If within a further 14 days the parties have not agreed on an arbitrator, the arbitrator shall be nominated by the President of the Institute of Arbitrators and Mediators Australia. The arbitration shall be conducted in accordance with the rules of the Institute of Arbitrators and Mediators Australia for the Conduct of Commercial Arbitration.

42. Summary Relief

Nothing in this Contract shall prejudice the right of a party to institute proceedings to enforce payment due under the Contract or to seek injunctive or urgent declaratory relief.

43. Electronic Communications

43.1 Unless expressly stated otherwise in this Contract, any notice, direction, claim, or other communication required or permitted under this Contract may be given by email to the address specified in the Contract Particulars or as otherwise notified in writing.

43.2 An email is taken to have been received when it enters the recipient's email server, unless the sender receives a delivery failure notification.

43.3 Digitally signed documents, electronic signatures, and scanned signed documents shall constitute valid execution for the purposes of this Contract.

44. Legislative Requirements

Megavar shall satisfy all legislative requirements except those specified in the Contract Particulars or which can only be satisfied by the Client. Megavar, upon finding that a legislative requirement is at variance with the Contract, shall promptly give the Client written notice thereof. If a change in the legislative requirement:

(a) Necessitates a change to the Services; and

(b) Comes into effect less than 14 days before the submission of Megavar's offer to the Client but could not have been reasonably anticipated by Megavar; and

(c) Causes Megavar to incur more or less cost than otherwise would have been incurred, then Megavar shall assess the difference in cost which shall be added to or subtracted from the Contract Sum.

45. Anti-Bribery and Corruption

45.1 Megavar is committed to operating in a manner consistent with the laws of the jurisdiction in which it operates, including laws relating to anti-bribery and anti-corruption.

45.2 The Client represents and warrants it complies with Anti-Bribery and Anti-Corruption Legislation and that it has not and will not breach any Anti-Bribery and Anti-Corruption Legislation in connection with the Contract.

45.3 If the Client becomes aware of any breach or suspects a breach of Anti-Bribery and Anti-Corruption Legislation in connection with the Contract it must immediately notify Megavar in writing and provide reasonable details of such breach or suspected breach and provide reasonable access to information, books and records relevant to such breach.

45.4 If Megavar, acting reasonably, believes the Client has breached Anti-Bribery and Anti-Corruption Legislation in connection with the Contract, Megavar must give the Client written notice of such. If the Client, within 30 days of that written notice, fails to show there is no reasonable basis to conclude a breach has occurred, Megavar may terminate the Contract without further notice to the Client.

46. General

46.1 The Contract is governed by law as stipulated in the Contract Particulars and the parties submit to the non-exclusive jurisdiction of those Courts. Where there is no jurisdiction stipulated in the Contract Particulars the jurisdiction is Tasmania.

46.2 Any waiver partly or whole of the terms of the Contract will be valid only if in writing and signed by Megavar.

46.3 Any provision of the Contract that is prohibited or unenforceable, such unenforceability shall not invalidate the remaining provisions of the Contract nor affect the validity or enforceability of that provision.

46.4 These Conditions (which can only be waived in writing and signed by an authorised representative of Megavar) prevail over all conditions of the Client's order or other documents.

46.5 If additional terms and/or conditions are attached to, incorporated into or accompany the Client's order, those terms and/or conditions are not accepted by Megavar and do not form part of the Contract unless expressly accepted in writing or signed by an authorised representative of Megavar.

46.6 Nothing in these Conditions shall be read or applied so as to exclude, restrict or modify any condition,

warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.