



PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. Contract

- (a) Acceptance by the Supplier of the Purchase Order constitutes a contract comprised of the Purchase Order, these terms and conditions and any other document that is attached to the Purchase Order when given to the Supplier.
- (b) Written confirmation by the Supplier of its acceptance of the Purchase Order (whether in those express terms or to that effect) or the delivery of Goods or the commencement of performance of any Services by the Supplier will constitute acceptance by the Supplier of the Purchase Order.
- (c) Subject to clause 1(d), the order of precedence of documents comprising this contract where there is inconsistency is the Purchase Order, these terms and conditions and the other documents attached to the Purchase Order when given to the Supplier in the order in which they are so attached.
- (d) Where a document entitled 'Special Conditions' is attached to the Purchase Order, those special conditions prevail over these terms and conditions and any other documents attached to the Purchase Order.

2. Supply of Goods and/or Services

- (a) Strike agrees to purchase the goods specified in the Purchase Order (**Goods**) and/or accept the supply of the services specified in the Purchase Order (**Services**), and the Supplier agrees to supply and deliver the Goods to, and/or perform the Services at, the location specified in the Purchase Order (**Site**) for the amount specified in the Purchase Order (**Price**) on these terms and conditions.
- (b) The Supplier must supply, obtain and maintain, at its cost, everything the Supplier requires in order to provide the Services in accordance with this contract and at the location at which the Services are to be provided, including all personnel, goods, tools, equipment, materials, authorisations, licences and permits.
- (c) If the Supplier experiences any delay in providing the Goods and/or Services in accordance with this contract, the Supplier must immediately notify Strike in writing of such delay, the reason for the delay, and its expected duration. Such notification will not constitute a waiver by Strike of the delivery schedule under this contract.

3. Changes

Strike may make changes to the Purchase Order prior to delivery of the Goods or performance of the Services, and will pay the Supplier the new price agreed for those changes.

4. Rejection of Goods or Services

- (a) If the Goods or Services do not comply with the requirements of the contract and are rejected by Strike during the term of the contract or during the relevant warranty period, the Supplier must at the Supplier's expense, at the time and to the extent notified by Strike:
 - (i) repair the Goods or re-perform or make good the Services; or
 - (ii) remove the Goods from the Site and deliver replacement Goods to the Site; or
 - (iii) un-install the Goods, remove them from the Site, make good any damage to the Site and deliver replacement Goods to the Site,or, if Strike so requires, instead of delivering replacement Goods or re-performing the Services refund all money paid by Strike in respect of the Goods or Services. Strike has the same rights in respect of replacement or repaired Goods and re-performed Services, as it had in respect of the Goods and Services which were originally supplied.
- (b) If the Supplier fails to promptly do any of the things notified by Strike under this clause Strike may do, or have done by a third party, those things at the expense of the Supplier.

- (c) This clause 4 survives termination or expiry of this contract.

5. Preservation of Rights

Neither the rejection of, or the failure of Strike to in any way reject, the Goods and/or the Services; nor the making of any payment; nor the expiry of any warranty period will prejudice any right which Strike may have against the Supplier arising in any way in relation to failure by the Supplier to provide the Goods and/or Services in accordance with the requirements of this contract or otherwise affect the Supplier's warranties, liabilities or obligations under this contract or at Law.

6. Warranties

- (a) Each of the warranties given by the Supplier commences at 4:00 pm on the date of delivery of the Goods to the Site and ends 24 calendar months after that date or, in the case of Services, commences at 4:00pm on the date on which performance of the Services is completed to the satisfaction of Strike (acting reasonably) and ends 12 calendar month after that date (**Warranty Period**).
- (b) The Supplier warrants that the Goods will:
 - (i) be of merchantable quality and free from defects;
 - (ii) be new, as at the date of delivery (unless otherwise specified in this contract);
 - (iii) comply with the requirements of this contract relating to those Goods (including any specifications forming part of this contract (**Specifications**));
 - (iv) conform with any sample provided;
 - (v) be fit for the specific purpose for which those Goods are intended to be used, as specified in the Specifications, or if no purpose is specified, for the purpose for which those Goods would ordinarily be used;
 - (vi) comply with any Laws and relevant standard of Standards of Australia Limited applicable to those Goods and any other standards specified in a document forming part of this contract;
 - (vii) not infringe the intellectual property rights of any person;
 - (viii) be free from any Security Interests, that the Supplier has complete ownership of the Goods and that Strike will be entitled to clear, complete and quiet possession of the Goods.
- (c) The Supplier warrants that the Services will be performed:
 - (i) in a skilful and competent fashion by appropriately qualified and trained personnel;
 - (ii) with all due care and diligence;
 - (iii) in a cost effective and timely manner;
 - (iv) in accordance with the requirements of this contract, including any specifications for the performance of the Services forming part of this contract;
 - (v) in accordance with all applicable Laws and standards in the Supplier's industry (including relevant standards of Standards Australia Limited and the American Petroleum Institute) and Strike's policies and procedures issued by it from time to time; and
 - (vi) without undue interference with the activities of any other person on the Site.
- (d) The Supplier further warrants that all Supplier Equipment used in the performance of the Services will be maintained in a reasonable condition, will be capable of performing to the standard ordinary expected for its specification and type (including any specifications forming part of this contract), and will comply with and be used in accordance with all relevant Laws, and the Supplier will at all times maintain at its sole expense a stock of spare parts and supplies sufficient for the continued and safe operation of the Supplier Equipment.
- (e) The Supplier must pass on the benefit of any manufacturer's warranties applicable to the Goods. If required by Strike, the Supplier must sign such documents as Strike reasonably requires, in order to secure for Strike the benefit of those warranties.
- (f) This clause 6 survives termination or expiry of this contract.

7. Delivery and Risk and Title

- (a) The Supplier must deliver the Goods to the Site by the date specified in the Purchase Order or in accordance with any programme for the delivery of the Goods forming part of this contract or otherwise provided under this contract (**Delivery Date**) and must ensure that the Goods are suitably packed to avoid damage in transit or in storage, clearly marked for delivery and that a packing list is included in each package of Goods for delivery.
- (b) Title in the Goods passes to Strike upon payment of the Price and risk in the Goods passes to Strike when the goods are delivered to the Site.
- (c) The Supplier must commence performance of the Services by no later than the date specified in the Purchase Order or elsewhere in this contract or if no date is specified there then as soon as reasonably possible after the date of issue of the Purchase Order and must complete the performance of the Services by no later than the date for completion of the Services specified in the Purchase Order or elsewhere in this contract or if no date is specified as soon as reasonably practicable after commencement of performance, and in accordance with any programme for the provision of the Services forming part of this contract or otherwise provided under this contract.
- (d) All Goods will be accepted by Strike subject to inspection by Strike within a reasonable time after delivery and Strike being satisfied with the Goods. Payment for Goods prior to such inspection does not constitute acceptance of them.

8. Programmes and Reporting

- (a) If requested and at the time requested by Strike, the Supplier must provide Strike with a detailed programme for the proposed supply of Goods and/or Services under this contract.
- (b) The Supplier must provide Strike with a progress update and performance report in relation to the Goods and/or Services at the intervals directed by Strike and in a form approved by Strike.

9. Inspection by Strike

Representatives and employees of Strike shall have full and free access to the places of business of the Supplier and its sub-contractors at all reasonable times and with reasonable prior notice, in order that Strike may inform itself as to the general conditions and progress of work required under this contract. No inspection by Strike shall be deemed to be an acceptance of the conditions then prevailing or prejudice Strike's right to reject the Goods and/or Services under the terms of this contract.

10. Materials and equipment

Where Strike provides materials or equipment to the Supplier for use in connection with this contract:

- (a) the materials and equipment will be and will remain the property of Strike;
- (b) the Supplier must keep the materials and equipment free from any Security Interests;
- (c) the Supplier must maintain all the materials and equipment in good working order and condition (subject to fair wear and tear);
- (d) the Supplier may only use the materials and equipment solely in connection with this contract and must return them to Strike immediately on termination or expiry of this contract or when they are no longer required for the Services (whichever is earlier); and
- (e) any damage to the materials or equipment will be made good at the Supplier's expense.

11. Invoicing and payment

- (a) The Supplier must on delivery of the Goods to the Site or, in respect of Services when they have been performed, and in any event within 45 days of the end of the calendar month in which the Services were completed or the Goods were delivered to the Site (or at intervals (if any) specified in this contract), provide Strike with an invoice for the Price or applicable part of the Price, which:
 - (i) complies with the requirements of a tax invoice under the GST Legislation;
 - (ii) specifies Strike's contract number (see the Purchase Order);

- (iii) describes the Goods delivered or the Services performed and specifies the date, place and quantity of Goods delivered and Services performed;
- (iv) states the Price or applicable part of the Price payable for the Goods or the Services (excluding GST), calculated in accordance with this contract;
- (v) is accompanied by vouchers and records (including daily timesheets certified by Strike's authorised representative if the Services are charged at a time-based rate) necessary to support the validity of the invoiced amount;
- (vi) states the amount of GST payable; and
- (vii) states the Supplier's address for payment.

- (b) If an invoice has been correctly rendered in accordance with clause 11(a), subject to the Goods and/or Services having been satisfactorily received, or completed and accepted by the Buyer and subject to the set off of any amount owing by the Supplier to Strike under this contract or on any other account whatsoever, Strike must pay to the Supplier the amount shown on each invoice, by no later than the end of the calendar month after the month in which the invoice was received by Strike. If the Supplier fails to provide Strike with an invoice within the time required by clause 11(a) and which otherwise complies with clause 11(a), then to the fullest extent permitted by applicable law, Strike shall have no obligation to pay the Supplier for the Services and/or Goods to which the amount claimed in the invoice relates.
- (c) If Strike disputes any amount in an invoice, Strike shall promptly notify the Supplier of the disputed amount and pay the amount invoiced less the disputed amount in accordance with this clause 11. Payment of the disputed amount will be suspended until settlement of the dispute.

12. Assignment and Subcontracting

- (a) Strike may, at any time, assign any of its rights under, or novate this contract, in its absolute discretion. If Strike novates this contract, Strike will have no liability in respect of this contract, from the date of novation.
- (b) The Supplier cannot assign any of its rights under this contract without the prior written consent of Strike.
- (c) The Supplier must not subcontract the performance of any of its obligations under this contract, without the prior written consent of Strike.
- (d) No subcontract (including one which has received Strike's consent) relieves the Supplier from its responsibility for the performance of its obligations under this contract.
- (e) Where the consent of Strike is required under this clause 12, Strike may in its absolute discretion refuse to provide such consent without giving reasons, or may give that consent on whatever terms and conditions it may in its absolute discretion deem appropriate.

13. Intellectual Property

- (a) The Supplier acknowledges that all right, title and interest both in and to:
 - (i) materials or documents supplied by Strike to the Supplier (**Strike Materials**),
 - (ii) any and all intellectual property rights in respect of Strike Materials;
 - (iii) any reproduction or adaptation of Strike Materials (including any intellectual property rights), vests in Strike.
- (b) Strike grants to the Supplier a licence to use the Strike Materials for the sole purpose of assisting the Supplier to complete its obligations under this contract. The Supplier must not use Strike Materials for any other purpose.
- (c) The Supplier must return to Strike or on Strike's direction destroy or erase the Strike Materials, together with any reproductions of Strike Materials and all copies of any adaptations of Strike Materials, not later than the expiry or termination of this contract, or if requested earlier, immediately upon request.

- (d) The Supplier grants to Strike a perpetual, irrevocable, royalty free license to use, reproduce and adapt the materials and documents supplied by the Supplier under this contract for the purpose of assisting Strike, and any third party engaged by Strike, to use, maintain, adapt or modify the Goods or the Services.

14. Indemnity

- (a) The Supplier indemnifies Strike, from and against any losses, liability, costs, damages and expenses (including, for example, a deductible under an insurance policy) arising in connection with:
- (i) the loss of, or any damage to, any property of any person (including any property on the Site); and
 - (ii) the death of, or injury to any person; and
 - (iii) the breach of the intellectual property rights of any third person, caused or contributed to by the Supplier, its subcontractors, employees or agents.
- (b) Subject to the other provisions of this clause 14 and to the fullest extent permitted by law, the Supplier shall release, indemnify, defend and hold harmless Strike from and against any losses, liability, costs, damages and expenses which Strike may sustain to the extent arising out of:
- (i) the breach of any of the Supplier's obligations, warranties or representations under this contract; or
 - (ii) the wilful misconduct or negligent act or omission of the Supplier or its subcontractors, employees, officers, agents or invitees, in the provision of the Goods or the performance of the Services.
- (c) The indemnities contained in this clause continue to apply to any act or omission by the Supplier, its subcontractors, employees or agents, regardless of the expiry of a Warranty Period or this contract.

15. Termination

15.1 Suspension by Strike

- (a) Strike may, at any time and for any reason, suspend the provision of Goods and/or Services by the Supplier under this contract by giving notice (**Suspension Notice**) to the Supplier, and after receipt of a Suspension Notice, the Supplier must immediately suspend all works under this contract for such time as Strike may direct.
- (b) The Supplier must promptly comply with any direction by Strike to recommence works under this contract.
- (c) Where a Suspension Notice is given under clause 15.1(a), Strike must reimburse the Supplier for any additional costs incurred by the Supplier as a direct consequence of the suspension, provided:
- (i) the suspension was not as a result of any default or action of the Supplier (or any of its employees, agents or subcontractors);
 - (ii) the additional costs incurred by the Supplier are verified and substantiated to the reasonable satisfaction of Strike; and
 - (iii) the amount of reimbursement does not exceed the total Price payable by Strike under this Contract.

15.2 Strike termination

- (a) Strike may terminate this contract at any time and for any reason by notice to the Supplier (with such termination to take effect at the time specified in the notice), provided that if the Supplier has complied with this contract, then Strike will pay the Supplier what is properly due and payable to it for the Goods delivered and Services performed prior to the date of termination.
- (b) If:
- (i) the Supplier does not deliver all of the Goods or does not commence or complete the performance of the Services by the time required under this contract;

- (ii) the Supplier breaches any material obligation under this contract and fails to remedy the breach within 10 Business Days of receiving notice from Strike requiring it to do so; or
- (iii) the Supplier breaches any material obligation under this contract where that breach is not, in the reasonable opinion of Strike, capable of being remedied; or
- (iv) the Supplier becomes subject to any form of insolvency administration as described in Chapter 5 of the *Corporations Act*,

Strike may terminate this contract by notice to the Supplier with immediate effect and (if it elects to do so), by notice to the Supplier, may either:

- (v) require the Supplier to remove any Goods which have been delivered to the date of termination and to reinstate the Site, all at the Supplier's cost, and to refund to Strike any money paid to the date of termination; or
- (vi) retain Goods which have been delivered to the date of termination, and pay the Supplier any proportion of the Price in respect of those Goods which remains unpaid.

15.3 Supplier termination

Subject to clause 11(c), if:

- (a) Strike breaches any material obligation under this contract and fails to remedy the breach within 10 Business Days after receiving notice from the Supplier requiring it to do so; or
- (b) Strike breaches any material obligation under this contract where, in the reasonable opinion of the Supplier, that breach is not capable of being remedied,

the Supplier may terminate this contract by notice to Strike with immediate effect.

15.4 Accrued rights

Except to the extent specifically noted in this contract, termination under this clause 15 does not affect any accrued rights or remedies of either party.

16. GST

- (a) If the Price for the Goods does not include GST then, subject to the receipt of a tax invoice, Strike must also pay the Supplier in addition to the Price, and at the same time as the Price is paid, an amount on account of GST at the prevailing GST rate.
- (b) If there is any other taxable supply under this contract, and the consideration for that supply does not include GST, then subject to the receipt of a tax invoice, the party to whom the supply is made must pay the party making that supply, in addition to the applicable consideration, an amount on account of GST at the prevailing GST rate.
- (c) If this contract requires either party to reimburse or indemnify the other party for a particular expense or other liability, the amount of the payment is limited to the amount of the expense or other liability less the amount of the input tax credit to which the party that incurred the expense or other liability is entitled in respect of that expense or other liability. Any reduction by way of input tax credit entitlement is to be effected before any increase in accordance with the remaining provisions of this clause.
- (d) If an adjustment event has occurred in respect of a taxable supply made under or in accordance with this contract:
 - (i) a party that becomes aware of the occurrence of that adjustment event must notify the other party to that taxable supply as soon as practicable; and
 - (ii) the party that made the taxable supply must send an adjustment note to the other party and either refund the amount of the overpayment of GST, or seek to recover the amount of any underpayment of GST, within 10 Business Days of becoming aware of the adjustment event.
- (e) Unless the context otherwise requires, terms used in this clause and defined in the GST Legislation have the same meaning as in the GST Legislation.

17. Insurance

17.1 Supplier to insure

- (a) The Supplier must effect and maintain the insurances specified in, and otherwise comply with all of the provisions in any document entitled "Insurance Requirements" forming part of this contract.
- (b) In the absence of a document entitled "Insurance Requirements" forming part of this contract, the Supplier must effect and maintain (and where possible have Strike's interest noted on) policies of insurance covering such of public and product liability, motor vehicles, professional indemnity, property loss or damage in respect of the Supplier's plant and equipment used to manufacture the Goods or provide the Services, and for such sums insured, as a prudent supplier of goods or services of a similar kind would usually effect and maintain.

17.2 Workers compensation insurance

The Supplier must comply with, and effect, workers compensation insurance for the Supplier's full liability under all applicable laws relating to workers compensation.

17.3 Failure to insure

If the Supplier fails to effect or maintain any insurances required by this clause 17, then Strike may:

- (a) effect and maintain those insurances;
- (b) pay the necessary premiums; and
- (c) recover from the Supplier any amounts paid under this clause 17.3, until the Supplier has complied with its obligations under clause 17.

18. Dispute Resolution

- (a) The parties will use reasonable commercial endeavours to resolve disputes between them quickly and, where possible, without resort to legal proceedings.
- (b) Nothing in this clause prevents a party from applying to a court for urgent interlocutory relief or an interim remedy.
- (c) To the greatest extent possible, having regard to the nature of the dispute, the parties must continue to perform their respective obligations under this contract, despite the existence of a dispute.

19. Notices

Any notice given under this contract:

- (a) must be in writing, in English and signed by or on behalf of the party giving notice;
- (b) must be served either by personal delivery, facsimile, pre paid ordinary post or email, to the recipient's address set out in this contract or as notified to the sender in accordance with this clause;
- (c) will be deemed to have been served:
 - (i) if personally delivered, immediately on delivery;
 - (ii) if sent by facsimile, on receipt by the sender of confirmation of successful transmission;
 - (iii) if sent by post, on the third business day after posting; and
 - (iv) if sent by email, on receipt by the sender of confirmation that the recipient has received and opened the email message,but if the delivery, receipt or transmission is not on a business day or is after 5.00 pm on a business day, the notice is taken to be received at 9.00 am on the next business day.

20. Agency

If the Purchase Order so specifies, Strike enters into this contract as agent for and on behalf of the participants in the joint venture described in the Purchase Order (**Joint Venturers**). The liability of the Joint Venturers to the Supplier is several (and not joint nor joint and several) and in proportion to their respective participating interests in the joint venture in relation to which the Goods are being provided or Services are being performed

21. Confidentiality

(a) The Supplier must keep confidential:

- (i) any information or details relating to this contract or Strike's business affairs and operations; and
- (ii) any other information designated by Strike as confidential or received by the Supplier in circumstances implying an obligation of confidentiality,

as long as such matters remain out of the public domain, other than by a breach of this contract or by breach of an obligation of confidentiality imposed otherwise than by this contract.

- (b) This clause 21 does not apply to the disclosure of information to comply with any Laws or the rules of any government agency or stock exchange, provided that prior to such disclosure the disclosing party gives notice to the other party with full particulars of the proposed disclosure.

- (c) This clause 21 shall survive termination or expiry of this contract.

22. Miscellaneous

22.1 Collusion or Improper Conduct

The Supplier warrants that it has not offered to, nor received from, any other person, any payment or incentive (whether financial or otherwise) in connection with this contract, the obligations to be performed under this contract or any procurement process which may have led to or preceded this contract. This clause 22.1 survives termination or expiry of this contract.

22.2 Variation of contract

Subject to clause 3, this contract may be varied only by a further written document signed by or on behalf of each party.

22.3 Relationship

The parties are independent contracting parties with the rights, obligations and liabilities specified in this contract. Nothing in this contract will be construed as establishing any partnership, joint venture, employment or other relationship between the parties.

22.4 Entire agreement

This contract constitutes the entire agreement between the parties and supersedes all prior representations and agreements in connection with its subject matter.

22.5 Severance

Part or all of any provision of this contract that is illegal or unenforceable may be severed from this contract however the remaining provisions of this contract will continue in full force and effect.

22.6 Costs

Each party will bear its own legal and other costs and expenses incurred in connection with the negotiation, preparation and execution of this contract.

22.7 Governing Law

The laws of New South Wales apply to this contract and the Courts of that State have non-exclusive jurisdiction to determine any proceedings in relation to this contract.

22.8 Waiver

- (a) A waiver of a provision of this contract is not effective unless given in writing signed by or on behalf of the party giving the waiver and a waiver in respect of a breach of one provision of this contract does not operate as a waiver of another breach of the same or any other provision of this contract.
- (b) The failure of a party to strictly enforce any provision of this contract does not operate as a waiver of the other party's obligation to comply with that provision.

22.9 Definitions

In this document:

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales.

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

GST Legislation means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any regulations made pursuant to that Act.

Laws means any:

- (a) principles of law or equity established by decisions of courts which are no longer appealable;
- (b) statutes, regulations or by-laws of the Commonwealth, a State, a Territory or a Government Agency; or
- (c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a Government Agency that have the force of law.

Purchase Order means the order placed by Strike with the Supplier that incorporates these terms and conditions by reference.

related body corporate has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Security Interest means any lien, mortgage, encumbrance, charge, security interest within the meaning of the *Personal Property Securities Act 2009* (Cth) or other third party right or claim.

Strike means Strike Energy Limited (ABN 59 078 012 745) or the related body corporate of Strike Energy Limited that issues the Purchase Order.

Supplier means the entity to which the Purchase Order is issued and is named as Supplier on the Purchase Order.

Supplier Equipment means all materials, goods, supplies, tools, instruments, machinery, plant, equipment, spare parts and other property to be provided by the Supplier or any subcontractor for use in the performance of the Services.

22.10 Interpretation

- (a) If the Supplier's terms and conditions (including as printed on consignment notes or other documents) are supplied with the Goods or Services described in the Purchase Order issued by Strike or are included on any quotation, invoice or other document, then the Supplier's terms and conditions will be of no legal effect and will not constitute part of this contract (even if any representative of Strike signs the Supplier's terms and conditions or attaches them to the Purchase Order, to the documents comprising this contract).
- (b) In this contract, unless the context otherwise requires:
 - (i) the singular includes the plural and vice versa, and a gender includes other genders;
 - (ii) another grammatical form of a defined word or expression has a corresponding meaning;
 - (iii) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this contract, and a reference to this contract includes any documents attached to or supplied with the Purchase Order (other than any Supplier terms and conditions);
 - (iv) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - (v) a reference to A\$, \$A, dollar or \$ is a reference to Australian currency;
 - (vi) a reference to time is to Sydney, New South Wales time;
 - (vii) a reference to party to this contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
 - (viii) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (ix) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (x) a word or expression defined in the Corporations Act 2001 (Cth) has the meaning given to it in the Corporations Act 2001 (Cth);
- (xi) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
- (xii) if the Supplier comprises two or more persons any agreement, representation, warranty or indemnity given by the Supplier binds those persons jointly and severally or given in favour of the Supplier is for the benefit of those persons jointly and severally;
- (xiii) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this contract or any part of it;
- (xiv) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next Business Day;
- (xv) headings are for ease of reference only and do not affect interpretation.