

1. DEFINITIONS

In this Contract, except where context otherwise requires:

1.1 **Contract** means this contract comprised of the following (in decreasing order of precedence):

- (a) the details entered by the Subcontractor in the Subcontractor Registration Form document signed by the Subcontractor;
- (b) any special conditions signed by both parties before the Subcontractor entered this Contract; and
- (c) these Terms and Conditions.

1.2 **Base Works** means work completed on the Site by third parties prior to the Subcontractor commencing the performance of the Services.

1.3 **Building Product** means any material or other thing that is, or could be, incorporated into or connected to any part of the Works.

1.4 **Branch** means the local Stoddart entity and contact as identified in the Work Order.

1.5 **Branch Manager** means the contact person within the Stoddart Branch identified in the Work Order.

1.6 **Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, or award howsoever arising, whether present, unascertained, immediate, future, or contingent, whether based in contract, tort, pursuant to statute or otherwise and whether involving a third party or a party to this Contract.

1.7 **Client** means the party which Stoddart has contracted with for the performance of the Services, supply of Goods or completion of the Works.

1.8 **Code and Guidelines** means the National Construction Code 2016 and the Supporting Guidelines, copies of which are available at www.abcd.gov.au.

1.9 **Commencement Date** means the date this Contract is executed.

1.10 **Completion** means when the Services are complete as certified by Stoddart.

1.11 **Date for Commencement** means the date the Services the subject of a

Work Order are to commence as detailed in each Work Order or, if no such date is stated on the Work Order, means the date after the Work Order is issued.

1.12 **Date for Completion** means the date by which the Services the subject of a Work Order are to have achieved Completion, as stated in each Work Order or, if no date is stated in the Work Order, means the date after the Work Order is issued. This date may be extended by Stoddart.

1.13 **Defect** includes a non-conformance or omission.

1.14 **Direction** includes contract, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

1.15 **Expiry Date** means the date provided at clause 28.1.

1.16 **Fee** means the amount payable by Stoddart to the Subcontractor for completing Services in accordance with this Contract, as calculated pursuant to this Contract.

1.17 **Goods** means the items supplied by Stoddart (either to the Site or to the Subcontractor) to be used in the performance of the Services and completion of the Works.

1.18 **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or if that Act does not exist, any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

- (i) 1.19 **Intellectual Property** refer to patents (granted or pending), copyrights and copyrightable works, trademarks, code marks and service marks, trade secrets and confidential information, inventions, designs, and developments, software, databases, and computer programs, Know-how, methodologies, and business processes, domain names, logos, and brand

elements, moral rights, publicity rights, and licensing rights.

1.20 **Legislative Requirement** includes:

(a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where the Services or the particular part thereof is being carried out;

(b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services;

(c) the Codes and Guidelines; and

(d) fees and charges payable in connection with the foregoing.

1.21 **Modern Slavery** has the same meaning as in the Modern Slavery Legislation, which includes, amongst other things, any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and any other slavery-like exploitation as prohibited under all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time.

1.22 **Modern Slavery Legislation** means, as applicable, the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW) and any other modern slavery act that is in force, and their respective regulations and codes from time to time.

1.23 **Non-Conforming Building Products** means a Building Product that:

- (a) is not, or will not be, safe;
- (b) does not, or will not, comply with relevant Legislative Requirements; or
- (c) does not perform, or is not capable of performing, for the use of the standard represented.

1.24 **Pre Start Risk Assessment** includes Pre Site Risk Assessment (PSRA) and Job Safety Analysis (JSA).

1.25 **Related Entity** has the meaning set out in section 50AA of the *Corporations Act 2001* (Cth).

1.26 **Remittance Advice** provided by Stoddart to the Subcontractor also

means a payment schedule for the purpose of the SOP Act.

1.27 **Schedule** means the schedule of this Contract.

1.28 **Services** means the acts performed by the Subcontractor as required to complete the Work required by a Work Order.

1.29 **Site** means the location or locations where the Services are to be performed as set out in a Work Order.

1.30 **Site Supervisor** means the person employed by Stoddart who is responsible for the day-to-day operation and supervision of the Subcontractor Group Members who attend Site to perform the Work in accordance with the Work Order. Site Supervisor could also mean Construction Manager, Regional Manager and State Manager who are employees of Stoddart also responsible for planning, coordinating and managing the execution of the construction works, including but not limited to supervising Subcontractors, ensuring compliance with applicable laws and regulations, facilitating communication between Stoddart, the Client and all Subcontractor Group Members.

1.31 **SOP Act** means the legislation *Building Industry Fairness (Security of Payment) Act 2017* (Qld), *Building and Construction Industry Security of Payment Act 1999* (NSW), *Building and Construction Industry Security of Payment Act 2002* (Vic), *Building and Construction Industry (Security of Payment) Act 2009* (ACT), *Building and Construction Industry Security of Payment Act 2009* (SA), *Construction Contracts Act 2004* (WA) or similar legislation or legislation which supersedes these Acts in the jurisdiction where the Work was performed which provides for security of payment.

1.32 **Standards** means the National Construction Code 2016 (including the Building Code of Australia) and relevant professional or industry standard, including any standard published by Australian Standards.

1.33 **Stoddart** means the entity within the Stoddart Group which issues a Work Order to the Subcontractor, which shall be identified on each Work Order.

1.34 **Stoddart Group** means Stoddart Group Pty Ltd and their officers and any subsidiary or associated entity and as trustee of any trust.

1.35 **Stoddart Products** means any product, component, system, or design developed, manufactured, supplied, or

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specified by Stoddart, including any associated documentation, branding, or proprietary features.

1.36 **Subcontractor** means the entity or vendor identified in the Subcontractor Registration Form.

1.37 **Subcontractor Group Member** includes the Subcontractor, its Related Bodies Corporate (as that term is defined in the *Corporations Act 2001* (Cth) and any of their respective personnel, workers, officers, employees, agents and secondary contractors and including consultants.

1.38 **Subcontractor Registration Form** means the online registration process and form by which the Subcontractor entered this Contract via the Stoddart's online portal as may be updated or corrected by Stoddart under clause 31.

1.39 **Variation** means a Direction by Stoddart to the Subcontractor to:

- (a) increase, decrease or omit any part of the Services;
- (b) change the character or quality of the Services;
- (c) carry out additional Services;
- (d) change the levels, lines, positions or dimensions; or
- (e) demolish or remove Work no longer required by Stoddart.

1.40 **Work** means the Services and the things required to complete a Work Order.

1.41 **Work Order** means an instruction (which may be labelled work order, purchase order, contract or similar) issued by Stoddart for the Subcontractor to complete Services as set out in the Work Order, which shall be completed pursuant to the terms of this Contract.

1.42 **Works** means the final product produced by the Services.

2. NATURE OF CONTRACT

2.1 In consideration for entering this Contract:

- (a) except where the Subcontractor rejects a Work Order pursuant to clause 3.2, the Subcontractor agrees to complete Services as set out in Work Orders (if any) issued by Stoddart from the Commencement Date to the Expiry Date;
- (b) Stoddart will pay the Subcontractor the sum of \$1.00 upon demand by the Subcontractor; and
- (c) Stoddart may issue Work Orders to the Subcontractor and will pay the Subcontractor for Services properly performed pursuant to the terms of this Contract.

2.2 The parties acknowledge that Stoddart may issue a Work Order in its

sole and absolute discretion. The Subcontractor acknowledges and agrees that the Stoddart Group has not made any representation and the Subcontractor has not relied on any representation made by Stoddart as to the availability of work or the number of Work Orders that may be issued by Stoddart.

2.3 The Subcontractor warrants to each entity within the Stoddart Group that:

- (a) it and its Subcontractor Group Members hold and will maintain all required licences, authorisations and permits to complete the Services;
- (b) the Services will be performed in accordance with all Legislative Requirements and all relevant Standards;
- (c) the Services will be carried out by a suitably skilled and qualified tradesperson in a competent manner;
- (d) it is and will remain qualified, skilled and appropriately resourced (including financially) to complete the Services;
- (e) the completed Works will be fit for purpose;
- (f) the Services will be completed in accordance with the specifications, plans and project specific instructions stated in the Work Order;
- (g) materials supplied by the Subcontractor will be suitable, new and free of Defects; and
- (h) it will complete each Work Order between the Date for Commencement and the Date for Completion.

2.4 The Subcontractor must:

- (a) complete the Work Orders diligently with due expedition and without delay;
- (b) complete the Work Orders between the Date for Commencement and Date for Completion;
- (c) comply with all Legislative Requirements; and
- (d) supply all tools, plant, equipment and incidental items (including construction consumables such as rivets, adhesives and silicone), at its cost, required to complete the Services.

2.5 If there is any ambiguity or discrepancy in this Contract or a Work Order the Subcontractor shall immediately notify Stoddart. Stoddart will then advise the Subcontractor how to proceed, with the following rules of construction to apply:

- (a) figured shall prevail over scaled dimensions; and
- (b) the Subcontractor must comply with the higher or more onerous requirement.

2.6 Each Work Order forms a separate contract between the Stoddart entity

identified in the Work Order and the Subcontractor. The terms of this Contract will apply to any Work Order (including any document that in substance is a Work Order) issued prior to and after the Expiry Date (except where rejected pursuant to clause 3.2) unless this Contract has been replaced by a new contract between Stoddart and the Subcontractor. The Subcontractor will be under no obligation to accept a Work Order after the Expiry Date.

3. WORK ORDERS

3.1 Stoddart may issue Work Orders to the Subcontractor.

3.2 The Subcontractor may reject a Work Order by notifying Stoddart before commencing the Services the subject of a Work Order.

3.3 Unless the Subcontractor rejects a Work Order in accordance with clause 3.2, the Subcontractor shall diligently complete each Work Order issued to it in accordance with this Contract.

3.4 Stoddart may revoke a Work Order from the Subcontractor, without default of either party, by notifying the Subcontractor of the revocation at least fourteen (14) days prior to the commencement of the Services. The Subcontractor shall have no Claim against Stoddart in respect of the revocation under this clause. Stoddart may have another party complete a revoked Work Order.

3.5 Upon completion of the Services the subject of a Work Order:

(a) the Subcontractor must immediately provide Stoddart with any form or document (including photographic evidence) Stoddart reasonably requires to confirm the Work Order has been completed in accordance with this Contract, including but not limited to:

(i) any document the Work Order requires to be provided by the Subcontractor; and

(ii) evidence of any Pre Start Risk Assessment (including as required by clause 8.1(d)), Safe Work Method Statement, safety induction or toolbox talk;

(b) the Subcontractor must provide Stoddart with any form or document required by any Legislative Requirement required for the lawful use and occupation of the Works; and

(c) Stoddart may inspect the Works.

4. VARIATIONS

4.1 The Subcontractor shall only vary the Work or the Services as directed

by Stoddart in writing.

4.2 The Subcontractor must notify Stoddart in writing immediately upon becoming aware of any Variation being required to complete the Services.

4.3 Stoddart may, by issuing a written variation direction, direct the Subcontractor to complete a Variation (which may include to omit Services). Omitted Services may be performed by Stoddart or another entity appointed by Stoddart.

4.4 The price of a Variation is:

(a) that calculated by applying the Rates; or

(b) if no Rate applies, the reasonable amount agreed by the parties prior to the Services commencing.

5. RISK AND BASE WORKS

5.1 Upon arriving at the Site the Subcontractor is to examine the Base Work and determine whether it is suitable for the Work and the Services. If the Base Work is not suitable, the Subcontractor must notify Stoddart before performing the Services and must not proceed to perform the Services until instructed by Stoddart.

5.2 Upon commencing the Services at the Site the Subcontractor is:

(a) deemed to have examined and accepted the Base Work as being satisfactory for the Services and the Work; and

(b) not entitled to any Claim arising out of or in connection with the Base Works, including if additional Services are required to overcome problems in the Base Works, except to the extent a defect or non-conformance in the Base Work could not have been identified by an experienced and competent Subcontractor at the time of performing the inspection required by clause 5.1.

5.3 The Subcontractor shall be responsible for the care of the Goods and the Works from the Date for Commencement until 5.00 pm on the day Completion is achieved.

5.4 If loss or damage occurs for which the Subcontractor is responsible pursuant to clause 5.3, the Subcontractor must (at its cost) reinstate any damage to the Works and the Goods.

5.5 The Subcontractor must:

(a) take measures necessary to protect people and property;

(b) avoid unnecessary interference with the passage of people and vehicles;

(c) prevent nuisance and unreasonable noise and disturbance; and

(d) complete the Services during the working hours notified by Stoddart.

5.6 If the Subcontractor damages

property, it must promptly rectify the damage and pay any compensation which the law requires the Subcontractor to pay.

5.7 The Subcontractor is responsible for keeping the Subcontractor's areas of the Site clean at all times, including removing tools, plant and equipment. If required, the Subcontractor must remove from the Site all debris and refuse arising out of the Services.

5.8 If the Subcontractor fails to comply with an obligation under this clause 5, Stoddart may (in addition to its other rights and remedies) have the obligation performed by others with the cost thereof being a debt due and payable by the Subcontractor to Stoddart.

6. INDEMNITY

6.1 If the Subcontractor defaults in the performance or observance of its obligations under this Contract, then:

(a) Stoddart will take steps to mitigate its loss and act reasonably in relation to any default by the Subcontractor; and

(b) Stoddart will give the Subcontractor notice requesting payment for loss and damage occasioned in respect of those events and requesting that the Subcontractor remedy any default within a reasonable time; and

(c) if that demand is not met by the Subcontractor, then the Subcontractor indemnifies Stoddart in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that Stoddart has incurred arising in connection with the Subcontractor's default.

6.2 The Subcontractor's liability to indemnify Stoddart pursuant to clause 6.1(c) will be reduced proportionally to the extent that any act or omission of Stoddart has contributed to the Claim, loss, damage, or cost which is the subject of the indemnity.

6.3 The Subcontractor's liability to indemnify Stoddart is a continuing obligation separate and independent from the Subcontractor's other obligations and survives the termination or performance of this Contract.

7. LEGISLATIVE REQUIREMENTS

7.1 The Subcontractor shall satisfy all Legislative Requirements, including in respect of or in connection to:

(a) the performance of the Services;

(b) the employment of its employees, including payment of taxation, worker's compensation, superannuation and rates of pay;

(c) the engagement of labour (including the payment of fees and costs) and the *Labour Hire Licensing Act 2017* (Qld) to the extent that it applies;

(d) the persons performing the Work and the Services having a lawful right to work in Australia;

(e) the persons performing the Work and the Services as apprentices engaged by the Subcontractor under this contract must be adequately supervised in accordance with the relevant industry regulations and codes of practice in the relevant state; and

7.2 The Subcontractor must, within forty- eight (48) hours of a request from Stoddart, provide Stoddart with all evidence reasonably required by Stoddart to confirm the Subcontractor's compliance with this clause 7.

8. SAFETY

8.1 Without limiting any obligation under this Contract, the Subcontractor must:

(a) ensure that it and its officers, employees, agents and contractors (including consultants):

(i) comply with all Legislative Requirements relating to safety;

(ii) are properly trained, qualified, licenced, and suitable for performing the Services;

(iii) hold and maintain all licences, approvals, permits and authorisations required to carry out the Services and the Works, including holding all required working at heights training and authorisations;

(iv) are fit to perform the Services and the Works; and

(v) co-operate, at its cost, with Stoddart to enable inspections and audits of the works to be performed by Stoddart in accordance with Stoddart's internal policies, procedures and systems.

(b) develop and implement a comprehensive site-specific occupational health and safety and rehabilitation management plan, and systems to ensure compliance with all Legislative Requirements relating to safety. Such plan may be developed from a draft plan issued by Stoddart or a recognised industry body;

(c) examine the Site upon arriving at the Site and before commencing the Services, identify any hazards or safety

issues, and implement measures to remove risks to safety;

(d) conduct a Pre Start Risk Assessment (PSRA) and return a completed PRSA form to a Stoddart Supervisor prior to commencing any Work;

(e) ensure that its Subcontractor Group member have been inducted by Stoddart (and if required, inducted to the Site including any relevant induction required by the Client) before commencing the Services;

(f) comply with any direction (including in the form of a policy or rules) issued by Stoddart or the Client in respect of safety issues which are issued in accordance with a Legislative Requirement;

(g) immediately notify the Client and Stoddart Supervisor if there is any incident or near miss;

(h) provide Stoddart with a copy of any document received by the Subcontractor or issued by the Subcontractor to an authority under a Legislative Requirement in relation to this Contract or the Works, promptly (and in any event no later than twenty-four (24) hours) after that document is received or issued;

(i) provide the Stoddart Supervisor with reasonable evidence (within forty- eight (48) hours of a request by a member of the Stoddart Group) of the licences, permits, authorisations, approvals and training certification of the Subcontractor and the Subcontractor's employees, offices, agents and contractors.

8.2 The Subcontractor must, whenever carrying out the Services, ensure that no person (whether employed or not) is exposed to risks to their health and safety.

8.3 Stoddart may direct the Subcontractor to remove any person (including a contractor) from all or any of the Sites at any time if Stoddart becomes aware that person is or has engaged in dangerous or otherwise unacceptable conduct. The Subcontractor must immediately comply with such direction.

8.4 The Subcontractor is responsible for its own training, tools and personal protective equipment (PPE) required to complete the Services and to comply with this Contract.

8.5 The Subcontractor must adequately guard, protect, approve and service on a regular basis (to the manufacturer's specifications) all materials, plant and tools brought onto the Site by the Subcontractor.

8.6 The Subcontractor is responsible for, and must indemnify and keep

Stoddart indemnified in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) caused directly, indirectly, party or wholly by the failure of the Subcontractor (or its Subcontractor Group Members) whether by act, omission or error to comply with any applicable occupational health and safety legislation or environmental protection legislation, however, such indemnity is reduced proportionally in accordance with clause 6.2.

8.7 Without limiting clause 8.1(g), upon the occurrence of an incident or near miss arising out or in respect of the Works or the Services, the Subcontractor must, if requested by Stoddart, submit within three (3) days of Stoddart's request a written report detailing:

(a) the current status of the incident or near miss and any resulting injury or damage;

(b) the results of any investigation conducted by the Subcontractor;

(c) any deficiency in the Subcontractor's health and safety and rehabilitation management plan any systems implemented under clause that led to the incident or near miss, and the Subcontractor's recommended corrective actions for the rectification of the deficiency; and

(d) a copy of any notice required to be submitted by the Subcontractor to any authority relating to the incident.

9. CALCULATION OF THE FEE

9.1 The Fee payable for completing each Work Order will be stated in the Work Order. The Subcontractor must notify Stoddart of any error in the price identified in the Work Order prior to commencing the Services the subject of the Work Order. Unless clause 9.3 applies, if the Subcontractor does not notify Stoddart of any error in the price before commencing the Services, the amount stated in the Work Order is deemed to apply.

9.2 The Fee for each Work Order will be stated on the Work Order and shall be calculated by Stoddart applying:

(a) rates agreed between Stoddart and the Subcontractor applying at the date of the Work Order (if any); or

(b) to the extent subclause (a) does not apply or the Subcontractor and Stoddart have not agreed rates at the date the Work Order is issued, reasonable rates and prices mutually agreed by the parties.

9.3 Notwithstanding clauses 9.1 and 9.2, before commencing any of the

Services, the Subcontractor may seek to negotiate the fixed sum of the Work Order with Stoddart. Any contract to revise the amount of a Work Order will be stated in a revised Work Order.

9.4 Upon the Subcontractor commencing the performance of the Services the subject of a Work Order, the Subcontractor will be deemed to have accepted the Fee for the performance of the Work Order as stated in the Work Order (or revised Work Order issued pursuant to clause 9.3).

9.5 The Fee stated in each Work Order includes all travel to and from the Site.

10. PAYMENT

10.1 The Subcontractor shall issue a tax invoice to Stoddart weekly, on the day nominated by the Stoddart branch the Subcontractor reports to (and Friday if no day is nominated), which must:

- (a) detail the Work Orders (including the reference number of the Work Orders) completed in the past seven (7) days for that entity within the Stoddart Group;
- (b) detail the amount claimed by the Subcontractor, providing calculations of that amount; and
- (c) if required by Stoddart, provide evidence of the Subcontractor's payment of its employees and contractors.

10.2 Within seven (7) days of receiving a tax invoice pursuant to clause 10.1 above, Stoddart shall pay the Subcontractor the amount of the tax invoice for Work Orders Stoddart is satisfied have been completed, less the value of any setoffs or deductions Stoddart is entitled to include under clause 12. At the time of payment Stoddart will issue the Subcontractor with a Remittance Advice (which may be in the form of a Recipient Created Tax Invoice) which identifies the amount payable and provides reasons for any setoffs or deductions to the amount claimed by the tax invoice.

10.3 Interest at the rate of 3% p.a. shall accrue on any outstanding amount.

10.4 Payment is on account only and is not evidence that the Services have been carried out satisfactorily.

10.5 Notwithstanding clause 10.3:

- (a) Stoddart has the period provided by the SOP Act to issue a payment schedule after receiving a tax invoice which is a payment claim pursuant to the SOP Act;
- (b) Stoddart may issue a payment schedule after the payment is made.

10.6 For the avoidance of doubt, the

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Subcontractor must issue a tax invoice only to the Stoddart entity which issued a Work Order. The Stoddart Group (as a whole) is not liable to make payment to the Subcontractor and are not liable for amounts payable by a member of the Stoddart Group.

11. GST AND RECIPIENT CREATED TAX INVOICES (RCTI)

11.1 Unless stated otherwise, all amounts stated in this Contract exclude GST.

11.2 Where under the Contract a party is obliged to pay the other party an amount which excludes GST, the party will pay the total of the amount and any GST incurred by the other party in respect of the taxable supply in respect of which GST is payable.

11.3 The Subcontractor warrants that it is registered for GST and will remain registered for GST.

11.4 The Subcontractor and Stoddart agree that:

- (a) Stoddart can issue tax invoices in respect of the supplies made pursuant to this Contract (Recipient Created Tax Invoice or RCTI);
- (b) if Stoddart issues an RCTI, the Subcontractor will not issue tax invoices in respect of the items the subject of an RCTI; and
- (c) the Subcontractor will notify Stoddart if it ceases to be registered for GST.

11.5 Stoddart will issue the original or a copy of the RCTI to the Supplier within thirty (30) days of making, or determining, the value of the taxable supply.

12. SETOFF

12.1 Stoddart may setoff from any invoice or any amount otherwise payable by Stoddart to the Subcontractor:

- (a) any amount due or payable by the Subcontractor to Stoddart or any entity within the Stoddart Group; or
- (b) any bona fide Claim for payment by Stoddart or any entity within the Stoddart Group against the Subcontractor, including but not limited to claims in respect of defects, damages, fines, penalties, costs of repair, removal, rectification or replacement work, whether such claims constitute a debt due, an estimate of an amount which may become payable, or otherwise.

13. TIME

13.1 The Subcontractor shall bring the Services to Completion by the Date for Completion.

13.2 If the Subcontractor becomes

aware of anything which may cause delay to the Services it must promptly give Stoddart notice of that cause and the estimated delay.

14. INSURANCE

14.1 Before commencing the Services (and before making any claim for payment) the Subcontractor shall take out and maintain until the Expiry Date the following policies of insurance:

(a) public liability insurance of not less than \$20 million which lists Stoddart as additional insured and requires the insurer to waive all rights of subrogation or action against any entity constituting an insured;

(b) unless agreed otherwise in writing, Workers Compensation insurance which insures against statutory and common law liability for death or injury to persons employed by the Subcontractor. Where permitted by law, the policy shall be extended to provide indemnity for any liability of the Stoddart Group (and its officers, employees, agents and contractors). The Subcontractor will ensure that all contractors similarly insure their employees; and

(c) Comprehensive Motor vehicle insurance which provides liability coverage of not less than \$20 million.

14.2 The Subcontractor must provide Stoddart with evidence that it holds the following policies of insurance (including a certificate of currency) within forty-eight (48) hours of a request from Stoddart.

15. QUALITY, DEFECTS AND RECTIFICATION

15.1 For the longer period of 12 months from the completion of each Work Order or the period provided by any Legislative Requirement for the rectification of defective building work, the Subcontractor will (at its cost) rectify any Defect in the Works, including any damage resulting from the Defect.

15.2 The Subcontractor shall carry out the rectification at times and in the manner calculated by Stoddart, in a good, skilled and competent manner, and so as to cause as little inconvenience to the Client, occupants or users of the Site as possible.

15.3 If the Subcontractor fails or refuses to carry out the rectification works as required by clause 15.2, or if Stoddart forms the opinion that the Subcontractor is not ready, willing or able to properly rectify the Defects within a reasonable time, Stoddart may appoint another party to rectify the

Defect, the cost of which shall be a debt due and payable from the Subcontractor to Stoddart.

15.4 If Stoddart directs the Subcontractor to carry out rectification of an item under this clause, the period at clause 15.1 shall recommence upon the date the last Defect is rectified.

15.5 This clause does not reduce the Subcontractor's liability for Defects pursuant to the Contract or otherwise at law, including those identified after the period at clause 15.1 expires.

15.6 The Subcontractor:

(a) must ensure that, and warrants that, no Non-Conforming Building Products are, or will be, included in the Works;

(b) must provide the Stoddart with such information required by and acceptable to the Stoddart Group, demonstrating:

(i) compliance with subclause (a) above;

(ii) that any designer, consultant, contractor, manufacturer or supplier in relation to the any part of the Works has demonstrated that, in performing Services or carrying out work, has done so to be performed by compliance with Non-Conforming Building Products; and

(c) indemnifies Stoddart on demand and holds them harmless in respect of any cost, loss, damage or expense arising out of or in connection with the Subcontractor's breach of subclauses (a) and (b) above. Such indemnity is reduced proportionally in accordance with clause 6.2.

16. SUBCONTRACTORS

16.1 The Subcontractor may further subcontract the Services. The Subcontractor must provide Stoddart with the names of such secondary Subcontract Group Member together with any other information and compliance documentation requested by Stoddart.

16.2 Each subcontract must require the secondary Subcontractor Group Member to hold the insurances required by this Contract and include clause 16 of this Contract. The Subcontractor must ensure each Subcontractor Group Member holds and maintains all licences and approvals to comply with all Legislative Requirements.

16.3 The Subcontractor shall be liable to Stoddart for the acts, defaults and omissions of any Subcontractor Group Member as if they were those of the Subcontractor. Subcontracting of work does not relieve the Subcontractor from any liability or obligation under this Contract.

17. MODERN SLAVERY

17.1 Throughout the term of this Contract, the Subcontractor must, and must ensure that each Subcontractor Group Member:

(a) not engage in any activity that constitutes or involves Modern Slavery in the performance of obligations under this Contract; and

(b) comply with all applicable Modern Slavery Legislation and this clause 17.

17.2 The Subcontractor represents and warrants that:

(a) it does not, and will not, engage in any activity that constitutes or involves Modern Slavery in the performance of its obligations under this Contract or otherwise;

(b) it has investigated its practices and those of its Related Entities and is satisfied that there are no activities that constitute or could constitute or involve Modern Slavery anywhere in its (and each Subcontractor Group Member) business, operations or supply chains;

(c) it and each Subcontractor Group Member:

(i) have not been found to have used, or otherwise be engaged in, Modern Slavery within their operations or supply chains;

(ii) have not been convicted of any offence involving modern slavery; and

(iii) have not been and are not the subject of any formal complaint, Investigation, inquiry or enforcement proceedings by any person or regulatory body in connection with Modern Slavery; and

(d) any information provided to Stoddart under this clause 17 is, and will be, to the best of the Subcontractor's knowledge, true, complete and accurate.

17.3 Modern Slavery Policy

(a) If the Subcontractor is:

(i) required to prepare a modern slavery statement under the Modern Slavery Legislation; or

(ii) not required to prepare a modern slavery statement under the Modern Slavery Legislation but self-assesses as a high risk of causing or contributing to Modern Slavery in its business, operations or supply chains (for example because it obtains inputs from countries reported to have a high Incidence of Modern Slavery; or

(iii) subject to a regime in another country which imposes a

regime equivalent or similar to that under the Modern Slavery Legislation; or

(iv) Stoddart directs the Subcontractor that the Subcontractor is required to comply with this clause notwithstanding that (i) to (iii) do not apply, the Subcontractor must develop and implement, and ensure that any entity that it owns or controls develops and implements, appropriate policies and processes to detect and address Modern Slavery in its business, operations or supply chain to the reasonable satisfaction of Stoddart (**Subcontractor's Modern Slavery Policy**), and, on written request, provide a copy of the Modern Slavery Policy to Stoddart. The Subcontractor's Modern Slavery Policy must be consistent with Stoddart's Environmentally Sustainable Procurement Policy (ESP).

(b) On written request of Stoddart, the Subcontractor must promptly provide to Stoddart all information relating to the Subcontractor's Modern Slavery Policy and any other information requested by Stoddart for the purposes of complying with Stoddart's Environmentally Sustainable Procurement Policy (ESP), Modern Slavery Legislation or the directions of any government authority.

17.4 Information

(a) The Subcontractor must:

(i) make reasonable enquiries in relation to its business, operations and supply chain to ensure that the warranties in clause 17.2 remain accurate at all times;

(ii) immediately notify Stoddart of any actual, suspected or anticipated breach of this clause 17; and

(iii) on the receipt of a written request from Stoddart, provide Stoddart with all information reasonably requested by Stoddart to assist Stoddart to comply with its requirements under the Modern Slavery Legislation.

(b) The Subcontractor agrees that Stoddart may take any reasonable actions to monitor, assess, audit and verify the Subcontractor's compliance with its obligations under this clause 17, which may include:

(i) carrying out (or by having

third parties carry out) visits, audits or inspections of the Subcontractor's facilities and sites; and

- (ii) confidential interviews with the Subcontractor or any other Subcontractor Group Member.

17.5 Right to Termination

(a) If the Subcontractor or Subcontractor Group Member is in breach of any part of this clause 17, or Stoddart reasonably suspects a breach, without prejudice to any other remedy which Stoddart may have, Stoddart may immediately terminate the Contract by providing written notice to the Subcontractor.

(b) Any right of termination under this clause is in addition to any other right Stoddart may have under the Contract or at law.

18. DISPUTE RESOLUTION

18.1 If a difference or dispute (together called a 'dispute') between the parties arises in connection with the subject matter of the Contract, including a dispute concerning a Claim, then either party shall, by hand, email or by registered post, give the other a written notice of dispute adequately identifying and providing details of the dispute.

18.2 Notwithstanding the existence of a dispute, the parties shall continue to perform the Contract.

18.3 Within fourteen (14) days after receiving a Notice of Dispute, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. At every such conference each party shall be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference, except the fact of the occurrence, shall be privileged.

18.4 If the dispute has not been resolved within thirty (30) calendar days of service of the Notice of Dispute either party is able to commence proceedings in a court of competent jurisdiction.

18.5 Nothing herein shall prejudice the right of the party to institute proceedings and force payment due under the Contract or to seek injunctive or urgent declaratory relief.

19. COPYRIGHT

19.1 Copyright and all other intellectual property rights in any plans, designs, specifications, drawings, documents, software, data, reports, or other materials (including Stoddart Group

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Products) supplied by Stoddart to the Subcontractor remain the property of the rightful owner, which may be Stoddart, the client, or a third party.

19.2 The Subcontractor must not reproduce, disclose, or use any such materials, in whole or in part, other than strictly for the purpose of performing the Services under this Contract. This includes any use of Stoddart Products, proprietary designs, or confidential information.

20. INDUCTIONS, MEETINGS AND ADMINISTRATION

20.1 The Subcontractor or its representative must, without further payment:

- (a) attend Site meetings or meetings at Stoddart's offices if directed to do so, including to inspect Services performed or being performed;
- (b) ensure all Subcontractor Group Member attend any induction required by Stoddart Group; and
- (c) cooperate with the Client and other persons on the Site.

21. RECORD KEEPING

21.1 The Subcontractor must retain all documentation created or received in relation to this Contract, the Services and any Work Orders for a period of 7 years from the expiry or termination of this Contract.

21.2 The Subcontractor must promptly provide any entity within the Stoddart Group, and anyone nominated in writing by the Stoddart Group, with access to the documents retained under this clause within 48 hours of a request by Stoddart.

22. CODE AND GUIDELINES

22.1 Terms used in this clause 22 which are defined in the Code and Guidelines adopt the definition or meaning provided by the Code and Guidelines to the extent not otherwise inconsistent with this Contract.

22.2 The Subcontractor must comply with the Code and Guidelines.

22.3 The Subcontractor must comply with any instructions given by any entity within the Stoddart Group to ensure the Subcontractor's compliance with the Code and Guidelines.

22.4 The Subcontractor must:

- (a) require, and ensure, that its secondary subcontractors comply with the Code and Guidelines;
- (b) report industrial action that occurs on a project to Stoddart and to the Client;
- (c) notify Stoddart and the Code Monitoring Group of the regulatory body

in the relevant state of any potential breaches of the Code and Guidelines; and

(d) maintain adequate records of its compliance with the Code and Guidelines by the Subcontractor and Subcontractor Group Members.

23. PRIVACY

23.1 The Subcontractor warrants that it has received and reviewed the Stoddart Group's Privacy Policy (which is available from www.stoddartgroup.com) or by contacting Stoddart's Privacy Officer on privacy@stoddarts.com.au or (07) 3725 5999.

23.2 The Stoddart Group's Privacy Policy, including in respect of the collection, use and reporting on credit information, is taken to form part of this Contract.

23.3 Without limiting the above, the Subcontractor acknowledges and agrees the Stoddart Group may use information provided by the Subcontractor to the Stoddart Group for meeting the Stoddart Group's safety and compliance requirements.

24. RELATIONSHIP OF PARTIES

24.1 The Subcontractor is not an employee of Stoddart or any entity within the Stoddart Group.

24.2 The parties are not and are not to be taken to be in a partnership, joint venture, employment or fiduciary relationship.

24.3 Nothing in this Contract gives a party authority to bind any other party in any way.

24.4 Where the Subcontractor comprises more than one entity, a promise, contract, representation or warranty by two or more entities binds them jointly and severally.

24.5 Where the Subcontractor is the trustee of a trust, a promise, contract, representation or warranty binds the trustee and the trust jointly and severally.

24.6 The Subcontractor is free to provide services to other clients or businesses and is not subject to exclusivity under this Contract.

24.7 The Subcontractor retains control over the manner in which the services are performed, subject to meeting the agreed outcomes and timeframes.

24.8 The Subcontractor is responsible for providing and maintaining all tools, equipment, and materials necessary to perform the services.

24.9 The Subcontractor is not entitled to paid leave, superannuation contributions, or any other

employment-related benefits from Stoddart or any entity within the Stoddart Group.

24.10 If the Subcontractor's annual earnings exceed the high income threshold, they agree to provide Stoddart with an opt out notice for the purposes of section 15AA of the *Fair Work Act* (Cth).

25. ENTIRE UNDERSTANDING

25.1 The Subcontractor warrants that if it has entered into this Contract in reliance upon any oral understanding or representation that the Subcontractor has written such matters on this Contract.

25.2 Otherwise, pursuant to clause 25.1, this Contract:

(a) constitutes the entire contract and understanding between the parties in relation to its subject matter;

(b) excludes all implied terms; and

(c) supersedes all previous negotiations, understandings, representations, and warranties.

25.3 Each party must, at its own expense, do all things and execute all further documents necessary to give full effect to this deed and the transactions contemplated by it.

25.4 A party may only assign its rights under the contract for supply with the written consent of the other party.

25.5 An amendment of any term of this Contract will be of no force or effect unless it is either:

(a) by way of a contract and signed by each of the parties; or

(b) made by the Stoddart Group and the change is notified by Stoddart Group to the Subcontractor at least thirty (30) calendar days before the change takes effect. The Subcontractor is taken to have accepted such changes if it carries out a Work Order after the issuing of such revised terms.

26. MISCELLANEOUS

26.1 Each party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this Contract.

26.2 A waiver of a right, remedy or power must be in writing and signed by the party giving the waiver.

26.3 A party does not waive a right, remedy or power if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power.

26.4 If a provision in this Contract is wholly or partly void, illegal or unenforceable in any relevant

jurisdiction that provision or part must, to that extent, be treated as deleted from this deed for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this Contract.

26.5 This Contract is governed by and is to be construed under the laws in force in the jurisdiction in which the Services were performed. This Contract may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.

27. TERMINATION

27.1 A party may, with immediate effect, terminate this Contract and suspend the performance of the Services by notice in writing, if the other party:

(a) commits a material or persistent breach of this Contract and does not remedy that breach (if capable of remedy) within seven (7) days of the receipt of a notice (or such longer time as specified in the notice) identifying the breach and requiring its remedy; or

(b) has failed to pay amounts due to the party within seven (7) days; or

(c) has indicated that it is, or may become, insolvent; or

(d) ceases to carry on business; or

(e) comprises an entity which is the subject of the appointment of receivers or managers; or

(f) comprises a natural person who:

(i) has committed an act of bankruptcy; or

(ii) has been made bankrupt;

(g) comprises a corporation which:

(i) enters into voluntary administration;

(ii) is subject to a deed of company arrangement; or

(iii) is subject to the appointment of liquidators or provisional liquidators.

28. EXPIRY

28.1 Either party may end this Contract by giving thirty (30) calendar days written notice to the other party of its intention to end this Contract.

28.2 This Contract shall remain in effect until the earlier of:

(a) the termination of this Contract pursuant to its terms; or

(b) the parties replace this Contract by executing a new contract (which may be a later version of this Contract).

29. NOTICES

29.1 Notice pursuant to this Contract

may be sent by email, post or text message to the details provided in the Subcontractor Registration Form.

29.2 A Notice sent by email or text message will be taken to have been received at the time it is sent unless the sender receives a message that the email or text has not been delivered.

29.3 A Notice sent by post will be taken to have been received four (4) business days after the date of posting.

30. GOODS AND RETENTION OF TITLE

30.1 Terms used in this clause 30 and defined by the *Personal Property Securities Act 2009* (Cth) ("PPSA") adopt the meaning provided by the PPSA.

30.2 The Subcontractor shall have no claim over the Goods or the completed Works at any time.

30.3 As between the Subcontractor and Stoddart, the Goods shall remain the property of Stoddart at all times.

30.4 The Installer grants to Stoddart:

(a) a "Purchase Money Security Interest" ("PMSI") in all Goods provided by Stoddart to the Subcontractor to the extent permitted by the PPSA; and

(b) a "Security Interest" ("SI") in all Goods provided by Stoddart to the Subcontractor to the extent permitted by the PPSA.

30.5 The Subcontractor agrees that the PMSI and SI has attached to all Goods provided now or in the future by Stoddart to the Subcontractor and that the attachment of the PMSI has in no way been deferred or postponed.

30.6 The Subcontractor must promptly, on request by Stoddart, execute all documents and do anything else reasonably required by Stoddart to ensure that the PMSI and SI created under Contract constitutes a perfected security interest.

30.7 The Subcontractor must not agree to allow any person to register a financing statement over any of the Goods in which Stoddart has provided or over which it has any PMSI and/or SI without the prior written consent of Stoddart and will immediately notify Stoddart if the Subcontractor becomes aware of any person or entity taking steps to register a financing statement in relation to any of the Goods.

30.8 Except as directly required to perform the Services, the Subcontractor must not allow the Goods to become accessions or commingled with other goods unless Stoddart has first perfected any PMSI or SI that Stoddart has in relation to the Goods.

30.9 If Stoddart perfects any PMSI and/or SI that Stoddart has in relation to the Goods, the Subcontractor must not do anything that results in Stoddart having less than the security or priority granted by the PPSA that Stoddart assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.

30.10 The Subcontractor irrevocably grants to Stoddart the right to enter upon the Subcontractor's property or premises, upon the provision of prior notice, and without being in any way liable to the Subcontractor or to any third party, if Stoddart has cause to exercise any of Stoddart's rights under Chapter 4 of the PPSA, and the Subcontractor will indemnify Stoddart for any claims made by any third party as a result of such exercise.

30.11 The Subcontractor acknowledge and agrees that: -

(a) nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to this Contract; and

(b) the Security Contract created by this Contract may only be reinstated on the terms considered appropriate by Stoddart at its complete discretion.

30.12 The Subcontractor acknowledges and agrees that to the full extent permitted by law and mentioned below, the following provisions of the PPSA will not apply to the enforcement of any PMSI and SI created under this Contract, and the Subcontractor waives its right to:

(a) not have goods damaged or be inconvenienced no more than necessarily incidental if Stoddart removes an accession under s.92 PPSA;

(b) to receive notice of any intention to remove an accession under s.95(1)(a);

(c) to apply to the Court for an order postponing the removal of the "accession" or to determine the amount payable to Stoddart for the retention of the accession under s.97 PPSA

(d) to receive notice of a decision to enforce the security interest in personal property in the same way as an interest in land which secures the same obligation under s.118(1)(b)(i) PPSA;

(e) to receive notice of the enforcement of liquid assets under s.121(4) PPSA

(vi) to receive notice of any proposal to dispose of collateral under s.130(1)(a) PPSA;

(f) to receive a Statement of Account if no disposal under s.132(4) PPSA; and

(g) to receive notice of any proposal to retain collateral under s.135(1)(a)

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PPSA; and

(h) to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under this Contract under s.157 PPSA.

31. SUBCONTRACTOR REGISTRATION FORM

31.1 Stoddart may correct or amend the Subcontractor Registration Form where the Subcontractor Registration Form contains an error, is incomplete or has been incorrectly completed by the Subcontractor.

31.2 Stoddart shall notify the Subcontractor of any correction or amendment it makes to the Subcontractor Registration Form. The correction or amendment will take effect seven (7) days after Stoddart notifies the Subcontractor of the correction or amendment, unless the Subcontractor provides its written objection to the correction or amendment within that period.

32. INTERPRETATION

32.1 In this Contract:

(a) the singular includes the plural and the plural includes the singular;

(b) a gender includes all other genders;

(c) other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning;

(d) days mean calendar days;

(e) reference to a person includes an individual, firm, body corporate or unincorporated;

(f) if the time for doing anything under this Contract occurs on a Saturday, Sunday or public holiday at Stoddart's address, the time is deemed to end on the following day which is not a Saturday, Sunday or public holiday;

(g) all communications in relation to this Contract must be in English;

(h) measurements and quantities shall be in accordance with all relevant Legislative Requirements; and

(i) all payments under this Contract shall be in Australian Dollars.