

# PURCHASE ORDER TERMS AND CONDITIONS

## 1. DEFINITIONS

### 1.1 In these Purchase Order Terms and Conditions:

**Agreement** means these Terms and Conditions and the Purchase Order;

**Anti-bribery Laws** means any law which prohibits bribery including laws which prohibit the giving of benefits to retain business or business advantage including the *Criminal Code Act 1995* (Cth), the *Bribery Act 2010* (UK) and the *Foreign Corrupt Practices Act 1977* (U.S.);

**Anti-slavery Laws** means any law which prohibits the use of slavery, servitude, forced labour, or other similar conditions, including the *Modern Slavery Act 2018* (NSW), *Modern Slavery Act 2015* (UK) and Division 270 of the *Criminal Code Act 1995* (Cth);

**Completion Date** means the date set out in the Purchase Order (or as otherwise specified by us) by which you must complete the Services;

**Confidential Information** of a party means the terms of this Agreement and any other information relating to the business, finances, strategy, methods, processes, products, services or other affairs of that party (“**disclosing party**”) which is disclosed to, learnt by or accessed by the other party (“**receiving party**”) in connection with this Agreement, whether before or after a Purchase Order is issued, whether orally, electronically, in writing or otherwise, but excludes information which:

- a) is or becomes part of the public domain otherwise than as a consequence of a breach of this Agreement or an obligation of confidence owed to the disclosing party;
- b) the receiving party obtains from a source other than the disclosing party where that source is entitled to disclose it; or
- c) the receiving party developed or acquired independently before the date of the Purchase Order,

and in the case of NAB, Confidential Information includes the NAB Data;

**Defective** means Goods or Services (or any part of them) which are not in conformity with this Agreement or breach any of the warranties in clause 7 or are damaged, faulty or incomplete;

**Delivery Address** means the location or address set out in the Purchase Order to which the Goods are to be delivered;

**Delivery Date** means the date set out in the Purchase Order by which the Goods are to be delivered;

**Goods** means the goods described in, or to be supplied under, the Purchase Order;

**GST** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Incident** means an event that results, or has the potential to result, in personal injury or ill health;

**Insolvent** means that you are bankrupt, unable to pay debts as and when they fall due (as reasonably determined by NAB), in receivership, in receivership and management, in liquidation, in provisional liquidation, under any form of administration, wound up, dissolved, subject to any arrangement, assignment, composition or deed of company arrangement, protected from creditors under any statute, or in receipt of protection under statute;

**Intellectual Property Rights** means copyright and neighbouring rights (including moral rights), all rights in relation to inventions (including patents), registered and unregistered trade marks, business names, domain names, registered and unregistered designs, circuit layouts, know-how, Confidential Information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**NAB Data** means all data, information, text or other materials which are embodied in any electronic or tangible medium, and which are: (i) supplied by or on behalf of us to you; (ii) generated, collected, processed, stored or transmitted by or on behalf of you under this Agreement; or (iii) collected by, processed by, stored in or transmitted or uploaded to your systems by us or you, and includes any NAB materials and Personal Information;

**NAB Systems** means our technology systems owned or licensed by us and which may be made available to you, and as appropriate any sub-contractor, for the purposes of the performance by you of your obligations under this Agreement;

**Personal Information** has the meaning given in the *Privacy Act 1988* (Cth);

**Premises** means the site where the Goods are delivered and/or the Services are performed;

**Price** means the price specified in the Purchase Order which includes all taxes, duties, costs, charges (including any delivery, packaging, carriage, shipping and insurance costs) but excludes GST;

**Privacy Law** means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information, and includes the *Privacy Act 1988* (Cth), *Spam Act 2003* (Cth) and *Do Not Call Register Act 2006* (Cth) and any additional privacy law by which you are bound or which we notify you that we are bound;

**Purchase Order** means the purchase order for Goods and/or Services issued by us to you for the items described therein together with any statement of work or special terms and conditions provided by us to you in connection with the purchase order;

**Representative of NAB** means an employee, contractor, officer, director, auditor or advisor of us;

**Services** means the services described in, or to be supplied under, the Purchase Order which may include the production of deliverables, if so specified in the Purchase Order;

**Warranty Period** means:

- a) in the case of Goods, a period for which the manufacturer or supplier of the Goods warrants them, or a period of twenty-four (24) months from the date of delivery, whichever is longer; or
- b) in the case of Services, a period of twelve (12) months from the date the Services are completed;

1.2 **NAB/We/Us/Our** means National Australia Bank Limited (ABN 12 004 044 937) together with any of NAB's related bodies corporate; and

1.3 **You/Your** means the person, firm or company (and any of its employees, agents and subcontractors) from whom the Goods and/or Services have been ordered by issue of a Purchase Order.

## 2. AGREEMENT

2.1 Notwithstanding clause 2.2 below, if the Purchase Order relates to Goods or Services the subject of another binding contract between you and us, the terms of that contract prevail.

2.2 Subject to clause 2.1 above, this Agreement embodies the entire agreement between the parties relating to its subject matter and supersedes any previous negotiations, representations, warranties or statements between the parties. This clause does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentation, whether oral or written.

2.3 By accepting the Purchase Order, delivering the Goods or providing the Services under the Purchase Order, you agree that you will deliver the Goods and provide the Services on the terms of this Agreement, and that no other terms or conditions that you may have provided to us will apply to the delivery of Goods or the provision of Services.

2.4 We may (at any time) conduct credit checks on you, your parent company (if any) and the directors of any of them. Promptly upon request from us, you must deliver to us the written consent of your parent company (if any) and each director to these credit checks.

## 3. SUPPLY OF GOODS

3.1 Where you are supplying Goods, you agree to supply them in accordance with this Agreement.

3.2 You agree to deliver the Goods by the Delivery Date and to the Delivery Address or otherwise as reasonably specified by us in writing to you.

3.3 The Purchase Order number must appear on all documentation, including invoices and delivery documents, and on the outside of any packages.

3.4 You must package Goods to ensure maximum protection against theft or damage during transit, storage, delivery, loading and unloading.

3.5 Subject to clause 3.7, title to and risk in the Goods passes to us on delivery.

- 3.6 If, at any time prior to us paying for the Goods, we become aware that any of them are Defective, we may accept or reject them and either return such Goods to you or require you to collect such Goods at your risk and expense. We will not be liable to pay for any Defective Goods returned to or collected by you under this clause. If we accept Defective Goods, you agree to negotiate in good faith with us to reduce the Price.
- 3.7 If, during the Warranty Period, we become aware that any of the Goods are Defective, without prejudice to our other rights we may have against you under this Agreement or general law, you must:
- a) repair or replace the Defective Goods at your own cost; or
  - b) pay us the cost of having the Defective Goods repaired or replaced.

#### **4. SUPPLY OF SERVICES**

- 4.1 Where you are supplying Services, you agree to supply them in accordance with this Agreement.
- 4.2 You must perform the Services in accordance with any timetable notified by us and complete them by the Completion Date or as reasonably specified by us in writing.
- 4.3 You must promptly notify us when the Services are completed. After an inspection, if we become aware that the Services are not complete, we will notify you of the reasons why we consider that the Services are not complete and the date by which you must complete them.
- 4.4 We may at any time, and for any reason, direct you to suspend providing all or part of the Services by providing you with 5 days' notice. If we provide you with notice that all or part of the Services must be suspended, you must promptly comply with any direction that we may give, and within 5 days comply with any direction to remove your personnel and plant from our Premises. We will pay or reimburse you any reasonable amounts you have committed or which you will incur as a direct result of the suspension, and which you cannot reasonably avoid, mitigate or defray.
- 4.5 If, at any time prior to or during the Warranty Period, we become aware that the Services performed are Defective, we may, without prejudice to any other remedy:
- a) require you to re-perform or remedy the Defective Services at your risk and expense; or
  - b) terminate the Purchase Order under clause 8.1(b) or 8.1(c) (as applicable) and claim damages for any losses and costs incurred by us (in which case, you must repay to us any part of the Price already paid).

#### **5. PRICE AND GST**

- 5.1 Unless otherwise set out in a Purchase Order, the Price is the only amount payable by NAB to you in respect of the Goods or Services.
- 5.2 As specified in the Purchase Order, the Price may be a fixed price, a pre-approved amount for a particular time period, or a required pre-payment that is intended to be applied against Goods or Services ordered pursuant to this Agreement. You acknowledge and agree that NAB is under no obligation to make any payments pursuant to this Agreement in relation to Goods or Services which have not been provided to us. If we have made a pre-payment to you pursuant to a Purchase Order and the Goods and Services the subject of that Purchase Order have not been provided by you to us in full, then you must refund any amounts paid in respect of Goods or Services that have not been provided within 7 days of receipt of a request from us to do so. Where you and NAB agree that the Price (which may include individual unit pricing or any rates the subject of a rates card) will remain fixed for a set duration, you must not seek to increase the Price during that period unless otherwise agreed by NAB. In all other cases, you must notify NAB in writing of any Price increase and NAB is under no obligation to submit any further Purchase Orders if NAB does not agree (acting reasonably) to pay the increased Price.
- 5.3 Unless otherwise expressly stated, we are under no obligation to purchase any minimum volume of Goods or Services from you.
- 5.4 Unless otherwise expressly stated, the Price and any other sums payable under this Agreement are exclusive of GST.
- 5.5 If GST is payable on the supply of any Goods or Services, we will pay you an amount equal to that GST in addition to the Price upon you providing us with a valid tax invoice.
- 5.6 You must provide us with all documentation required to claim any input tax credit for or in relation to any GST included in any payment made under this Agreement.

## **6. TERMS OF PAYMENT**

- 6.1 Unless otherwise stated in the Purchase Order or agreed to by us in writing, we will make payments within thirty (30) days of the receipt of a correctly rendered invoice and in accordance with clause 6.2.
- 6.2 Each invoice must refer to one Purchase Order only and contain the following:
- a) the Purchase Order number;
  - b) the Purchase Order line number (if any);
  - c) description of the Goods and/or Services, including the Delivery Date and any other performance date(s) (as applicable);
  - d) the Price broken down in the same format or unit price as shown on the Purchase Order; and
  - e) the amount of any GST.
- 6.3 Unless otherwise agreed in writing, you agree to invoice us:
- a) in respect of Goods, on or after the delivery of the Goods; or
  - b) in respect of Services, monthly in arrears unless otherwise stated in the Purchase Order.
- 6.4 We assume no payment obligations for Goods and/or Services provided in a quantity that is greater than the quantity specified in, or which do not meet the specification authorised under, the Purchase Order, except where we have agreed to the provision of such Goods and/or Services in writing or we otherwise choose to retain (and not return or reject) such Goods and/or Services.
- 6.5 Either party has the right to set-off any amounts which may become payable by them against any amounts that may be owed to them by the other party under this Agreement.

## **7. WARRANTIES**

- 7.1 You represent and warrant that:
- a) all Goods and/or Services will comply with or be performed in accordance with all applicable laws, regulations, standards and requirements of any relevant regulators; and
  - b) the supply or use of the Goods and/or Services as contemplated by this Agreement will not breach the Intellectual Property Rights of any third party.
- 7.2 Where you are required to provide Goods or produce deliverables, you warrant that the Goods and deliverables you supply:
- a) match the description set out in the Purchase Order and are of the same quality and type as any samples or demonstrations provided by you;
  - b) are, and will be for the duration of the Warranty Period, free from defects (including defects in installation) in performance, materials and workmanship;
  - c) are of merchantable quality and are new (unless otherwise specified in the Purchase Order);
  - d) are fit for the purpose for which goods of the same kind are commonly supplied or purchased;
  - e) conform to the manufacturer's or the supplier's published specifications or any other specifications provided by you; and
  - f) are supplied free of any liens, charges and encumbrances (including any security interest registered on the Personal Property Securities Register).
- 7.3 Where you are required to provide Services, you warrant that:
- a) you have the tools, capabilities, skill, facilities and resources to provide the Services as required under the Purchase Order;
  - b) you will perform the Services with due care and skill;
  - c) the Services will be fit for the purpose for which services of that type are commonly acquired; and
  - d) you have all rights, licences, qualifications, accreditations and authorisations necessary for you to provide the Services as required under the Purchase Order.

- 7.4 The representations and warranties contained in these Terms and Conditions are in addition to any representation, warranty or guarantee given by you in respect of the Goods or Services or any representation, warranty, guarantee or term implied by law.
- 7.5 You must obtain and ensure that for the Warranty Period we have the full benefit of any manufacturer's or supplier's warranties. We may require you to:
- a) assign to us any rights you have against your suppliers or manufacturers; or
  - b) pursue any reasonable claim against a supplier or manufacturer.

## **8. TERMINATION**

- 8.1 We may immediately terminate the Purchase Order and this Agreement:
- a) if you become Insolvent;
  - b) if you commit a material breach of any term of this Agreement which is not capable of remedy;
  - c) if you commit a material breach of any term of this Agreement which is capable of remedy, but fail to remedy the breach within a reasonable time after receiving notice to do so; or
  - d) if you are involved in any conduct or activity that harms or is likely to harm our business or reputation.
- 8.2 If we terminate the Purchase Order, you will be responsible for any costs associated with any returned Goods (such as freight, packing and other such costs) or Services which are not completed.

## **9. INTELLECTUAL PROPERTY**

- 9.1 Each party grants to the other party a non-exclusive, royalty-free licence to use its "Background IP" (being the Intellectual Property Rights subsisting in any materials it provides or makes available to the other party under or in connection with the Goods and/or Services) for the purpose of performing its obligations or exercising its rights under this Agreement (including, in the case of NAB, to exercise its rights in Developed IP). The licence granted to NAB is perpetual and irrevocable and survives the termination or expiry of this Agreement. The licence granted to you will automatically terminate on the Completion Date.
- 9.2 You grant us a perpetual, irrevocable, royalty-free, world-wide licence (which includes the right to sublicense) to use, reproduce, adapt, copy and modify the Intellectual Property Rights in any materials, including any deliverables, created or developed by you, or on your behalf, to meet our requirements under this Agreement or otherwise created or developed in the course of providing the Goods and/or Services ("Developed IP") for any purpose connected with our business. To the extent that you are not the owner of the rights in any Developed IP, you must procure, at your own cost, that the owner licenses its Intellectual Property Rights in the Developed IP to us on the terms set out above. This clause survives the termination or expiry of this Agreement.
- 9.3 To the extent permitted by law, you will obtain, at our request, the unconditional and irrevocable consent of any of your personnel involved in the creation of any Developed IP to us undertaking any act or omission that may (but for the consent) infringe the Moral Rights (as defined in the *Copyright Act 1968* (Cth)) of those personnel.

## **10. CONFIDENTIALITY AND SECURITY**

- 10.1 **Use and disclosure of Confidential Information:** Each party must keep Confidential Information of the other party confidential and must not without the other party's prior written consent:
- a) use or reproduce any of the other party's Confidential Information otherwise than in performing or giving effect to this Agreement;
  - b) transfer any of the other party's Confidential Information outside of Australia or allow a person outside of Australia to have access to it; or
  - c) disclose any of the other party's Confidential Information to any person, except:
    - i) to the party's employees who need to know it for the purposes of providing or receiving the Goods or Services;
    - ii) if required by law or by the listing rules of any stock exchange provided that, so far as it is lawful and reasonably practical to do so, prior to such disclosure the party will promptly notify the

other party and consult with the other party regarding the nature, timing and content of the proposed disclosure; or

iii) if required in connection with legal proceedings relating to this Agreement.

- 10.2 **No publicity:** You may not use NAB as a reference, or make any public statements about this Agreement (including to any other actual or potential customers), without the prior written consent of NAB.
- 10.3 **Consequences of expiry or termination:** Except to the extent that a party is required to retain Confidential Information to comply with law, on the expiry or termination of this Agreement (or any part of it), or earlier on reasonable request, a party must promptly return or destroy in a secure manner any Confidential Information of the other party that relates to the expired or terminated part of this Agreement, in which case any right the party had to use, copy and disclose the other party's Confidential Information ceases.
- 10.4 You must ensure that no portion of the Goods or any deliverables provided as part of the Services contain any "back door", "time bomb", "Trojan Horse", "worm", "drop dead device", "virus" or other computer software routine intended or designed to:
- a) permit access to or use of any NAB premises or facilities or NAB Systems by you or any third person not authorised by us;
  - b) disable, damage, erase, disrupt or impair the normal operation of any NAB premises or facilities or any other software or data on NAB's Systems; or
  - c) otherwise affect the confidentiality, integrity or availability of NAB Data.
- 10.5 **Security:** Where you suspect or validate an exposure that materially and substantially affects the security, integrity, confidentiality or availability of NAB, NAB's customers, NAB's business, NAB Systems, the Services, NAB Confidential Information or NAB Data (Security Breach), you must promptly (and in any event no longer than 48 hours after the Security Breach) notify us via [Supplier.Security@nab.com.au](mailto:Supplier.Security@nab.com.au) of the Security Breach and any details known about the Security Breach at the time of notification. You must use your best endeavours to resolve promptly the Security Breach and provide us with regular updates (including on request) in relation to your investigation and resolution of the Security Breach.
- 10.6 You must implement technical and organisational measures to protect NAB Data from Security Breaches that are appropriate and that provide no less protection than the greater of:
- a) industry best practice; and
  - b) your measures to protect your own data of a similar nature or importance.

## 11. PRIVACY

You must:

- a) comply with Privacy Law; and
- b) during and after the term of this Agreement:
  - i) comply with any applicable policies, directions, instructions or guidelines, including but not limited to, NAB's privacy policy which is published by us at [www.nab.com.au](http://www.nab.com.au), as directed by NAB;
  - ii) not transfer or disclose any Personal Information outside Australia or allow a person outside of Australia to have access to it;
  - iii) not do anything with any Personal Information that will cause us to breach any Privacy Law;
  - iv) if requested by us, co-operate with us to resolve any complaint made under any Privacy Law and provide other reasonable assistance required for us to comply with any applicable Privacy Law and assist us to investigate any actual or suspected breach of Privacy Law;
  - v) not provide the Services outside Australia;
  - vi) notify us of any threatened, suspected or actual breach of this clause 11 immediately; and
  - vii) to the extent permitted by law, consult with NAB and obtain NAB's consent prior to issuing any notification of a breach of Privacy Law to applicable regulators or impacted individuals.

## 12. INSURANCE

12.1 Unless otherwise agreed with NAB, you must take out and maintain:

- a) physical property insurance covering damage to or destruction of any property, plant or equipment you use to supply the Goods and/or Services for not less than their restoration or replacement value;
- b) public and product liability insurance for a minimum of A\$10 million;
- c) if the Services provided are professional services, professional indemnity insurance coverage for a minimum of A\$10 million and for a minimum of seven years after the Completion Date for the Services;
- d) motor vehicle insurance for a minimum of A\$20 million covering vehicle damage, liability for the death of or bodily injury to any person and for loss or damage to third party property caused by or arising from the use of all owned and non-owned vehicles in the performance of this Agreement;
- e) transit insurance, including loading and unloading, covering loss or damage to any property, plant or equipment used by you to supply the Goods or Services for not less than their replacement/reinstatement value; and
- f) worker's compensation insurance and any other insurance required by law (including employers' liability insurance).

12.2 Upon request, you must provide us with evidence of the currency of any insurance you are required to obtain.

## 13. PREMISES ACCESS

In delivering the Goods or providing the Services, you must:

- a) take all reasonable precautions to safeguard, protect and avoid injury or damage to people, property and the environment;
- b) prevent unreasonable noise, disturbance and nuisance;
- c) not interfere with our activities or those of any other person on our Premises and comply with, and ensure that your personnel comply with all directions while on our Premises, including those regarding workplace health and safety and security, and ensure that our Premises are left secure, clean and fit for immediate use;
- d) immediately notify us of any Incident occurring on our Premises; and
- e) co-operate and confer with other contractors and consultants who may be at our Premises.

## 14. LIABILITY

You will be liable for any loss, liability, damage, cost or expense (including legal expenses) suffered or incurred by us in connection with the supply of the Goods and/or Services as a result of any:

- a) breach of this Agreement by you;
  - b) grossly negligent or fraudulent act or omission or wilful misconduct by you;
  - c) failure by you to comply with any relevant law; or
  - d) infringement or unauthorised use of the Intellectual Property Rights of a third party,
- except to the extent that any loss, liability, damage, cost or expense suffered or incurred is caused by our breach, negligence or wrongful act or omission.

## 15. MISCELLANEOUS

15.1 **Compliance with law:** You must comply with all Commonwealth, State and local laws and regulations relating to the provision, packaging, labelling, transportation and delivery of the Goods and/or Services.

15.2 **Anti-money laundering:** In providing the Goods and/or Services, you must comply with, and ensure that the supply of the Goods and/or Services does not cause us to breach:

- a) any anti-money laundering and anti-terrorism laws of Australia to which we may from time to time be subject;

- b) any anti-money laundering and anti-terrorism laws enacted outside Australia, to which we may from time to time be subject and which we have notified you of in writing; and
- c) any of our internal principles, policies and procedures in respect of anti-money laundering and anti-terrorism which we have notified you of in writing.

15.3 **Compliance with Anti-bribery and Anti-slavery Laws and Policies:** You must:

- a) comply with all relevant Anti-bribery Laws and Anti-slavery Laws; and
- b) have and maintain throughout the term of this Agreement, policies and procedures that are designed to ensure compliance with Anti-bribery Laws and Anti-slavery Laws by you, your personnel and subcontractors and provide us with information concerning such compliance on request.

15.4 **Sanctions:** In providing the Goods and/or Services, you must comply with all Sanctions Law and ensure you do not contract or deal directly with any individual or entity that is subject to any asset blocking or freezing requirement imposed under a Sanctions Law. For the purpose of this clause, Sanctions Law means the individual sanctions regimes or laws of the UK, EU, US or Australia.

15.5 **Financial crime notification:** You must immediately notify NAB if you become aware of a breach of clause 15.2 (Anti-money laundering), 15.3 (Compliance with Anti-bribery and Anti-slavery Laws and Policies) or 15.4 (Sanctions).

15.6 **Records and reports:** You must keep accurate and detailed financial records and other information relevant to the Goods and/or Services and must give us reasonable access to, and copies of, such records and information if requested to do so. You must provide progress reports to us at such times and containing such information as we may reasonably direct.

15.7 **Documentation:** You must provide to us all reference manuals (including specifications) and any other documents or materials which explain the operation and use of the Goods and/or Services ("Documentation") (including any updates or additions to the Documentation) at no additional charge. We are licensed to use the Documentation as required to receive the full benefit of the Goods and/or Services.

15.8 **Sub-contracting:** You must not sub-contract to any third person any of your obligations under this Agreement without our prior written consent (which may be given or withheld in our absolute discretion). A sub-contracting arrangement will not relieve you from the performance of any obligation under this Agreement and you will be liable for all acts and omissions of your subcontractors as though they were your acts or omissions.

15.9 **Assignment:** You must not assign or novate any of your rights or obligations under this Agreement without our prior written consent.

15.10 **Corporate Social Responsibility:** You acknowledge that you have read the "NAB Supplier Sustainability Principles" contained on our website at [nab.com.au/SupplyChain](http://nab.com.au/SupplyChain) and agree to notify us if your business practices are inconsistent with these principles.

15.11 **Probity Checks:** Except as set out below, you must ensure that each of your employees, agents and sub-contractors performing Services or supplying Goods pursuant to this Agreement has been subjected to, and passed, an identification check, an entitlement to work in Australia check, a national criminal history check (and an international criminal check where the person has a residency period of 6 months or more within the last 10 years outside of Australia) and a sanctions check (including anti-money laundering & global terrorism checks) while employed by or contracted to you. Probity checks do not need to be conducted for persons who do not require access to NAB Systems, NAB premises or facilities or NAB's Confidential Information.

15.12 **Labour hire licences:** You must:

- a) update us in writing within one (1) business day as to any changes in the status (for example cancellation, suspension or variation) of any applicable labour hire licence that is necessary for you to provide personnel or workers to us under this Agreement; and
- b) provide us with evidence of an applicable labour hire licence within one (1) business day of receiving a written request from us to do so.

15.13 **Governing Law:** This Agreement and the transactions contemplated by it are governed by the laws of Victoria.

- 15.14 **Further Steps:** Each party agrees, at its own expense, to do anything the other party reasonably asks to give effect to this Agreement and the transactions contemplated by it.
- 15.15 **Variation:** No agreement or understanding varying this Agreement will be legally binding upon either party unless agreed in writing and signed by both parties by a duly authorised representative.
- 15.16 **Waiver:** Failure by us to insist on strict performance of any term, warranty or condition of this Agreement will not be taken as a waiver of it or of any rights we may have and no waiver will be taken as a waiver of any subsequent breach of any term, warranty or condition.
- 15.17 **Severability:** If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement, this Agreement will otherwise remain in full force and effect.
- 15.18 **Interpretation:** In relation to this Agreement, no rule of construction will apply to the disadvantage of a party because that party drafted or would benefit from any term. In the case of any inconsistency between these Terms and Conditions and the Purchase Order, the Purchase Order prevails to the extent of the inconsistency.