

SUPPLY AGREEMENT

Agreement Number: [SC-P18-07-SA-02]

McIlwain Civil Engineering Pty Ltd & SGQ Pty Ltd ABN 73
715 843 474 (RNAJV)

Holcim (Australia) Pty Ltd. ABN- 87 099 732 297 (Supplier)

PARTY DETAILS

RNAJV

Name McIlwain Civil Engineering Pty Ltd & SGQ Pty Ltd
ABN 73 715 843 474
Notice details Attention Mark Stone
Address First Floor, 1283 Lytton Road, Hemmant, QLD, 4174
Email Mark.stone@mcilwain.com
Fax 07 3390 4775

Supplier

Name Holcim (Australia) Pty Ltd
ACN (if any) [insert]
ABN 87 099 732 297
Notice details Attention Ken Weier
Address Humes concrete products,
McLaughlin Street, North Rockhampton QLD 4701
Email Ken.weier@holcim.com
Fax 07 4924 7901

CONTENTS

1. DEFINITIONS AND INTERPRETATION	4
2. PERFORMANCE AND PAYMENT.....	6
3. SUPPLIER WARRANTIES	6
4. QUALITY.....	7
5. DESIGN RESPONSIBILITY	7
6. TIME FOR PERFORMANCE.....	8
7. WARRANTIES, MANUALS AND AS-BUILT DRAWINGS.....	9
8. INSPECTION, TESTING AND DEFECTS LIABILITY.....	9
9. INSURANCE	10
10. SECURITY	10
11. PAYMENT	11
12. VARIATIONS	12
13. SUPPLIER INDEMNITIES	12
14. INTELLECTUAL PROPERTY RIGHTS	13
15. TERMINATION	14
16. DISPUTE RESOLUTION	15
17. ASSIGNMENT AND SUBCONTRACTING	16
18. CONFIDENTIALITY	16
19. TITLE AND RISK	16
20. FORCE MAJEURE	16
21. GST	17
22. GENERAL.....	17
23. SERVICE OF NOTICES	18
24. PPSA.....	19
25. SPECIAL CONDITIONS	21
SCHEDULE 1	23
APPENDIX A - SPECIFICATIONS AND ATTACHMENT.....	25
APPENDIX B - SCHEDULE OF RATES.....	26
APPENDIX C - CONSTRUCTION PROGRAM AND DELIVERY SCHEDULE.....	28
APPENDIX D - CORRESPONDENCE.....	29
EXECUTION PAGE	30

1. DEFINITIONS AND INTERPRETATION

In this Agreement except where the context otherwise requires:

Agreement means:

- > this Supply Agreement;
- > Schedule 1 to the Supply Agreement, including any attachments; and
- > any special conditions to the Supply Agreement.

Agreement Date means the execution date stated in the Agreement.

Approval means any licence, permit, consent, approval, determination, certificate or permission from any Authority or under any Legislative Requirements, or any requirement made under or issued in accordance with any Legislative Requirements, which must be obtained or satisfied (as the case may be) to perform the Supply Works.

Authority means:

- > any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality; and
- > any utility company (including electricity, telecommunications, water and gas) or other legal entity having statutory rights in respect of Approvals.

Business Day means a day that is not:

- > a Saturday or Sunday;
- > a public holiday, special holiday or bank holiday in the place in which the Site is located; or
- > 27, 28, 29, 30 or 31 December.

Defects Liability Period means the period commencing on the Date of Delivery or if there is more than one, the last Date of Delivery and ending 12 months thereafter.

Defective means:

- (a) in relation to a concrete pipes, a defect as described in AS4058:2007 other than a defect that is classified as acceptable in AS4058:2007; or
- (b) in relation to a head wall or any other precast item, a defect as described in AS3600:2009 other than a defect that is classified as acceptable in AS3600:2009; or
- (c) in relation to a reinforced concrete box culvert, a defect as described in AS1597.1:2010 or AS1597.2:2013 other than a defect that is classified as acceptable in AS1597.1:2010 or AS1597.2:2013; or
- (d) in relation to defects that are not covered by the applicable Australian Standard referred to above, Defect shall mean any aspect of the Products not in accordance with the Agreement, or the project specifications other than minor defects or damage that do not materially affect the function of the Products

Date for Delivery means the date specified Item 4 of Schedule 1 when the Goods are to be Delivered by the Supplier to the place directed by RNAJV.

Date of Delivery means the date upon which the Goods were Delivered by the Supplier to the place notified by RNAJV.

Delivery (and Delivered) is when:

- > any preconditions to Delivery have been met and the Goods have been delivered in accordance with the Agreement (including any particular requirements in Schedule 1); and

- > the Goods are substantially in accordance with the requirements of the Agreement except for minor omissions and defects which do not prevent the Goods from being fit for the purpose for which goods of the same kind are commonly used.

Goods means the materials, items, products or similar which the Supplier is required to supply and deliver to RNAJV under this Agreement as specified in Schedule 1.

GST Law has the meaning given to "GST law" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Right means any and all beneficial and legal ownership and intellectual and industrial protection rights throughout the world both present and future, including without limitation, rights in respect of or in connection with any confidential information, copyright (including future copyright) and rights in the nature of or analogous to copyright, moral rights, inventions, trademarks, service marks, designs, patents, registered design or name, copyright or other protected right.

Legislative Requirement includes:

- > Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Supply Works or the particular part thereof is being carried out;
- > certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction where the Supply Works or the particular part thereof is being carried out; and
- > fees and charges payable in connection with the foregoing.

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

PPS Law means the PPSA, any regulations made at any time under the PPSA, any provision of the PPSA or regulations made under the PPSA and any amendment made at any time to the PPS Law, *Corporations Act 2001* (Cth) or any other legislation in connection with the implementation or as a consequence of the PPSA.

Principal is the party identified in Schedule 1.

Progress Claim means Tax Invoice

Qualifying Cause of Delay means any act, default or omission of RNAJV, the Principal or their agents or other contractors (not being employed by the Supplier) and a Variation including Force Majeure and Inclement Weather with Holcim to provide evidence and/or documents to JV for assessment of claimed delay.

Security means cash retention, an unconditional undertaking given by a financial institution or major Australian trading bank approved by RNAJV or another form of security approved by RNAJV.

Site means the place specified in Item 9 of Schedule 1.

Workshop Design Documents means the drawings, specifications, and certificates of compliance required to create the Goods.

Supply Works means the work and activities which the Supplier is or may be required to carry out and complete under the Agreement and includes one or more of each of the supply, design, manufacturing and Delivery of the Goods, including any variations and rectification of Goods which are Defective as identified in Schedule 1.

2. PERFORMANCE AND PAYMENT

2.1 The Supplier must perform the Supply Works in accordance with this Agreement.

2.2 RNAJV will pay the Supplier:

- > For the Supply Works for which RNAJV has accepted a lump sum, the lump sum stated in Schedule 1;
- > For the Supply Works for which RNAJV has accepted rates, the sum of the products ascertained by multiplying the rates in Schedule 1 by the quantity of the Supply Works performed in accordance with the Agreement,

adjusted by any additions or deductions made pursuant to the Agreement.

2.3 Notwithstanding any other provisions of this Supply Agreement, RNAJV may not issue a direction in writing to the Supplier to carry out a variation omitting part of supply of Goods where that variation is greater than “20% for Pipes” or “10% for Box Culverts if they have not been manufactured” in relation to Appendix B (Schedule of Rates) in the Supply Agreement”

3. SUPPLIER WARRANTIES

3.1 The Supplier warrants to RNAJV that:

- > it holds all relevant licences, permits, certificates and qualifications required by law that are necessary to perform the Supply Works and that such licences, permits, certificates and qualifications will remain current for the period of the Agreement;
- > it shall be liable to RNAJV for the acts, defaults and omissions of the Supplier's subcontractors and employees and agents of subcontractors as if they were those of the Supplier;
- > any fees, duties or costs associated with the use of patents, copyright, trade marks, registered designs or other Intellectual Property Rights in the performance of the Supply Works have been paid by the Supplier and any further payment remains the responsibility of the Supplier;
- > it is informed as to the applicable laws, business practices and standards relevant to the performance of the Supply Works and that the Supplier will comply with those laws, practices and standards, including giving all notices and paying all fees and other amounts which it is required to pay in respect of the performance of the Supply Works;
- > it will comply with all policies and procedures of RNAJV, including in respect to health and safety, while performing the Supply Works at the Site;
- > it will obtain and pay for all necessary Approvals, licences, permits and authorisations required for the performance of the Supply Works;

- > all of its obligations under the Agreement will be performed in a professional manner and with the knowledge that RNAJV is relying on the Supplier's skills, qualifications, expertise and experience in the performance of the Supply Works;
- > any design, materials, documents and methods of working provided by the Supplier shall not infringe any Intellectual Property Right;
- > it will exercise the degree of skill, care and diligence expected of a competent producer of the Goods in carrying out the design, manufacture and supply of the Goods;
- > the Workshop Design Documents (if required) will comply with the Agreement; and
- > the rates and prices in Schedule 1 are suitable, adequate and sufficient for the performance of all Supply Works.

4. QUALITY

- 4.1** The Goods must conform precisely to the quality, quantity, specification and description in Item 1 of Schedule 1.
- 4.2** The Goods must be new, not second-hand (unless stated expressly to the contrary in Item 1 of Schedule 1), of merchantable quality, free from defects in materials and workmanship, fit for the purpose for which Goods of the same kind are commonly supplied, and meet all relevant laws and Australian Standards as specified in Appendix A.
- 4.3** RNAJV will not accept any responsibility for damage to Goods where Delivery is arranged by the Supplier or a carrier on behalf of, and arranged by, the Supplier.
- 4.4** If requested by RNAJV, the Supplier shall:
- > supply particulars of the mode and place of manufacture, the source of supply of materials and other components, the performance capacities and other related information;
 - > provide details of any conforming quality system; and
 - > provide RNAJV with sufficient access to the Goods during the period of design and manufacture so as to ensure RNAJV can sufficiently monitor the quality of the Goods.
- 4.5** Any such quality system shall be used only as an aid to achieving compliance with the Agreement and to document such compliance. Such system shall not discharge the Supplier's other obligations under the Agreement.

5. DESIGN RESPONSIBILITY

- 5.1** The Supplier must develop a design for the Goods in accordance with the specifications set out in Item 1 of Schedule 1.
- 5.2** The Supplier must liaise with RNAJV to clarify and refine the design to ensure it complies with RNAJV's requirements.

- 5.3** The Supplier must provide a copy of the Workshop Design Documents to RNAJV and obtain RNAJV's approval for those documents, prior to commencing manufacture of the Goods.
- 5.4** RNAJV is not bound to check any documents (including designs) provided by the Supplier. No approval of or comment by RNAJV in relation to any documents (including designs) submitted by the Supplier will relieve the Supplier from any responsibility for any error, omission or non-compliance.

6. TIME FOR PERFORMANCE

- 6.1** The Supplier must Deliver the Goods to the place notified by RNAJV, by the Date for Delivery stated in Item 4 of Schedule 1 (subject to any EOT under clause 6).
- 6.2** The Supplier must comply with any preconditions to Delivery specified in Schedule 1.
- 6.3** The Supplier must ensure that the Goods are:
- > appropriately packaged so as to prevent damage during transit, handling, loading, unloading and storage whilst at Humes site only;
 - > clearly identified on the packaging and by marked tag on the Goods itself; and
 - > delivered with due care, diligence and skill that could be reasonably expected of such a Supplier.
- 6.4** On becoming aware of an event which may cause delay to the performance of the Supply Works, the Supplier shall promptly give RNAJV written notice of that cause and the estimated delay.
- 6.5** The Supplier will be entitled to make a written claim for an extension of time to the relevant Date for Delivery (**EOT**) if the Supplier is, or will be, delayed in Delivery of the Goods by the relevant Date for Delivery by a Qualifying Cause of Delay. That claim must be given to RNAJV within 5 Business Days of the commencement of the delay.
- 6.6** Within 10 Business Days of receiving the Supplier's claim for an EOT, RNAJV will give the Supplier a written notice assessing the EOT claim. The relevant Date for Delivery will be adjusted in accordance with RNAJV's assessment.
- 6.7** If the Supplier does not comply strictly with the requirements of this clause 6. it will not be entitled to make a claim, nor be granted an EOT to the relevant Date for Delivery. An EOT granted under this clause is the Supplier's sole remedy for any delay to the performance of the Supply Works and the Supplier is not entitled to any payment for delay or disruption costs.
- 6.8** If the Supplier fails to Deliver the Goods by the Date for Delivery, RNAJV will be entitled to levy liquidated damages as specified in Item 8 of Schedule 1 for every day between the Date for Delivery and the Date of Delivery. The amount of any liquidated damages shall be a debt due and payable by the Supplier to RNAJV.
- 6.9** Where RNAJV suspends work under the Supply Contract for any reason other than a default of the Supplier, the Supplier will be entitled to be paid the reasonable costs incurred by the Supplier as a result of the suspension. RNAJV will give the Supplier

reasonable notice where it requires the Supplier to resume progress of the work under the Supply Contract.

If suspensions by RNAJV under the Supply Contract (for any reason other than the default of the Supplier) exceed 12 months in aggregate, the Supplier reserves the right to renegotiate the contract sum.

7. WARRANTIES, MANUALS AND AS-BUILT DRAWINGS

7.1 Within the time specified in Schedule 1, the Supplier must provide to RNAJV:

- > all warranties, guarantees and certificates in respect of the Goods, and where the Goods or any part of them were purchased from or manufactured by another person or subcontractor, where possible to supplier to assign to RNAJV the Supplier's rights under those warranties and guarantees;
- > all instruction, operation and parts manuals for the Goods;
- > all statutory and other certificates relevant to the Goods; and
- > Technical specifications for the Goods.

8. INSPECTION, TESTING AND DEFECTS LIABILITY

8.1 RNAJV shall have the right to inspect the Goods at any stage prior to Delivery and on Delivery. After Delivery, RNAJV may test the Goods. The Supplier is not relieved of any obligations under this Agreement whether RNAJV elects to inspect or test the Goods or not. If RNAJV conducts any tests on the Goods after the Goods have been delivered, it may give copies of the test results to the Supplier.

8.2 The Delivery of Goods does not constitute acceptance by RNAJV of the Goods or any representation by RNAJV that the Supplier has complied with its obligations under the Agreement in relation to those Goods.

8.3 If at any time prior to Delivery or during the Defects Liability Period RNAJV determines that the Goods are Defective, RNAJV may reject and/or return the Goods and notify the Supplier in writing immediately of RNAJV's reasons for that action. In this event:

- > the Supplier must promptly repair, mend, adjust, reconstruct or replace the Defective Goods at the Supplier's expense such that the Goods comply with this Agreement; and
- > the expense associated with return of the Goods to the Supplier will be borne by the Supplier or recoverable as a debt due and owing by the Supplier.

8.4 If following a Direction under clause 8.3, the Supplier refuses to rectify any Goods which are Defective, RNAJV may have the rectification carried out by others and the costs incurred will be a debt due and payable by the Supplier to RNAJV. "RNAJV must promptly notify the Supplier of any defect in the Goods and must give the Supplier reasonable opportunity to rectify any defects in the Goods before undertaking, or permitting a third party to undertake, any rectification work"

9. INSURANCE

- 9.1** Before the Supplier commences carrying out the Supply Works:
- > if the Supply Works includes design, the Supplier shall effect professional indemnity insurance, as specified Item 13 of Schedule 1;
 - > the Supplier must effect and maintain for the period required by RNAJV any additional insurances specified Item 13 of Schedule 1; and
- 9.2** If the Supplier fails to effectively maintain the insurance required by subclause 9.1, RNAJV may do so and the cost will be a debt due and payable by the Supplier to RNAJV.
- 9.3** The Supplier must, within 3 Business Days of RNAJV's request, give satisfactory evidence of the insurance required to be effected and maintained. Evidence of insurance is a precondition to payment and RNAJV may withhold payment in full until such time as satisfactory evidence is given.
- 9.4** The Supplier must, where there is a claim on any insurance policy for loss or damage for which it is responsible, bear the cost of any deductible pursuant to the relevant insurance policy.
- 9.5** The Supplier must ensure that all secondary subcontractors of the Supplier have insured against liability for death of, or injury to, themselves or their workers including liability under statute and at general law.
- 9.6** "RNAJV acknowledges and agrees that:
- > No insurance policy of the Supplier can be in joint names with RNAJV;
 - > The Supplier will provide the RNAJV with certificates of currency of its insurances. It will not be obliged to provide copies of the policy wording, schedules or policy receipts. The RNAJV acknowledges that the Supplier's insurers will not give notices direct to the RNAJV.

10. SECURITY

- 10.1** Where required, Security shall be provided in accordance with Item 12 of Schedule 1.
- 10.2** Security shall be subject to recourse by a party who remains unpaid after the time for payment where at least 5 Business Days have elapsed since the party notified the other party of intention to have recourse.
- 10.3** RNAJV's entitlement to Security shall, unless there exists any outstanding claims against the Supplier, cease at the expiry of the Defects Liability Period. At that time such Security shall be returned by RNAJV to the Supplier.

11. PAYMENT

11.1 The rates and prices in Item 3 of Schedule 1 are:

- > in Australian dollars;
- > exclusive of GST and inclusive of all other taxes, duties and charges (such as packing, crating, loading, delivery and insurance);
- > fixed regardless of fluctuations in exchange rates or costs; and
- > not subject to adjustment or escalation unless specifically stated in Schedule 1 or otherwise agreed between the parties.

11.2 The Supplier must deliver to RNAJV a progress claim at the time specified in Item 10 of Schedule 1 and in accordance with clause 11.5.

11.3 The progress claim must state each of the following:

- > RNAJV's Agreement number/reference number;
- > a description of the Goods manufactured or Delivered in accordance with this Agreement;
- > the quantity of the Goods manufactured or Delivered;
- > the Date of Delivery of the Goods, Site and delivery docket number;
- > details of any other Supply Works for which payment is claimed; and
- > the total amount claimed including GST.

11.4 Unless otherwise provided in the Agreement, RNAJV shall not be liable to pay for Goods not Delivered unless the Supplier:

- > provides additional Security equal to the value of the Goods not yet Delivered; and
- > satisfies RNAJV that the Goods has been paid for, properly stored and protected, and labelled the property of RNAJV.

11.5 Once the Supplier has complied with all of its obligations under this Agreement, it must deliver to RNAJV a claim endorsed 'final tax invoice', being the final tax invoice specifying all money the Supplier claims is outstanding under the Agreement.

11.6 RNAJV may deduct from any payment otherwise due to the Supplier, any debt or other amount due from the Supplier to RNAJV or any claim to payment which RNAJV may have against the Supplier under this Agreement, or at law, relating to the Supply Works.

11.7 RNAJV shall certify in writing to the Supplier the amount payable by RNAJV to the Supplier, or by the Supplier to RNAJV (as the case may be), in respect of each progress claim, within 10 Business Days after receipt of the progress claim.

- 11.8** RNAJV shall pay the Supplier the amount certified for payment within the time provided for in Item 11 of Schedule 1. If an amount is payable by the Supplier to RNAJV, the Supplier must pay the amount within 10 Business Days of a demand for payment by RNAJV.
- 11.9** The Supplier must meet all payment obligations to its personnel and must pay all taxes, levies or charges applicable with respect to the engagement of, or payments to, its personnel.
- 11.10** The Supplier must comply with all reasonable requests from RNAJV for verification of compliance of the above payment obligations.

12. VARIATIONS

- 12.1** The Supplier must not vary the Goods except in accordance with RNAJV's written direction.
- 12.2** If requested by RNAJV, the Supplier shall advise RNAJV in writing of:
- > the amount which the Supplier will claim if a variation is effected; and
 - > the period of extension to the Date for Delivery which the Supplier will claim if a variation is effected.
- 12.3** If RNAJV at any time gives the Supplier a direction (written or otherwise) which is not expressly stated to be a variation direction and the Supplier considers it to be a variation, the Supplier will have no claim arising from or in connection with the alleged variation unless within 5 days after the direction is given, the Supplier has advised RNAJV in writing of:
- > the amount which the Supplier will claim if the alleged variation is effected; and
 - > the period of extension to the Date for Delivery which the Supplier will claim if the alleged variation is effected.
- 12.4** Unless otherwise agreed, the price for a variation will be determined using the rates and prices in Schedule 1 except that if the rates and prices in Schedule 1 are not applicable, then reasonable rates and prices will apply.

13. SUPPLIER INDEMNITIES

- 13.1** The Supplier must indemnify RNAJV against all liability of any kind for personal injuries, property damage, loss, expense or any proceedings that arises out of, or is caused by, the Supplier in the course of the Supplier's performance or lack of performance under the Agreement.
- 13.2** The Supplier must indemnify RNAJV against all liability of any kind with respect to any alleged infringement of patents, copyright, trade marks, registered designs or other Intellectual Property Rights by reason of the nature, manufacture, use, purchase or sale of the Goods.

- 13.3** The Supplier will not be liable for any claim, liability or expense to the extent that it is due to or contributed to by the negligence or default of RNAJV, its officers, employees, agents or contractors.

The liability of the Supplier under any indemnity provided under this Supply Agreement, or any document contemplated by it, will be reduced proportionately to the extent that an act, default or omission of the Customer, its employees or agents or others for whom it is responsible or any third party caused or contributed to the loss or damage. Any indemnity given by the Supplier under the Supply Agreement or any document contemplated by the Supply Agreement is limited to claims and costs caused by its negligence or default.

Any indemnity will apply only to compensation for the direct and natural consequences of the Supplier's negligence or default in the ordinary course of events that were reasonably foreseeable by the Supplier at the date of this Supply Agreement.

RNAJV must:

- > use all reasonable endeavours to mitigate its losses;
- > promptly notify the Supplier in writing of any claim it has against the Supplier; and
- > not agree to settle any claim, where it has an indemnity from the Supplier, without first consulting the Supplier.

The Supplier will not be liable under the indemnity if RNAJV does not make a written claim for indemnity within six years of the date of the occurrence of the underlying act or omission on which the claim is based"

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1** Except as provided otherwise in the Agreement, title and ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Supply Works and any documentation provided by the Supplier pursuant to the Agreement is vested and shall vest in the supplier.
- 14.2** All intellectual property rights in the Goods, any associated design of the Goods (including mix design) and all materials and documents prepared or otherwise supplied by the Supplier to RNAJV remain the property of the Supplier. The Supplier grants RNAJV a non-exclusive, non-transferable, irrevocable and royalty free licence to use the associated design for the Goods in order for RNAJV to have the full use and enjoyment of the Goods for the project which is the subject of this Supply Agreement" The Supplier shall retain the Intellectual Property Right in any original ideas, equipment processes or systems created outside the terms of the Agreement and used in carrying out the Supply Works.
- 14.3** The Supplier must grant or cause to be granted to RNAJV an irrevocable licence to use the materials specified in 14.2 for any purpose the Supply Works are provided including any subsequent repairs to, or servicing supply of replacement parts, additions or alterations.

- 14.4** To the extent the Intellectual Property Right in or relating to the Goods or the Supply Works is not capable of being vested in RNAJV because the Supplier does not own that Intellectual Property Right, the Supplier must ensure RNAJV is irrevocably licensed to use that Intellectual Property Right.
- 14.5** The Supplier warrants that, unless otherwise provided in the Agreement, in providing the Goods and carrying out the Supply Works, the Supplier owns or is licensed to use the Intellectual Property Right in the Goods and the other materials and documents used to provide the Supply Works.
- 14.6** The Supplier shall indemnify RNAJV against any claim, liability, loss or damage arising out of the use of the Goods and the other materials and documents used to provide the Supply Works that infringes the Intellectual Property Rights of a third party.

15. TERMINATION

- 15.1** RNAJV may terminate this Agreement by giving 7 days written notice to the Supplier, and may recover any damages or costs, without prejudice to its rights and remedies under this Agreement or otherwise at law if:
- > the Supplier fails to Deliver the Goods to the place notified by RNAJV by the Date for Delivery;
 - > the Goods does not conform precisely to the quality, quantity, specification and description in Item 1 of Schedule 1;
 - > the Supplier fails to Deliver the Goods or perform the Supply Works on a regular basis or at a rate of progress satisfactory to RNAJV;
 - > the production, manufacture, packaging, quality, style or otherwise of the Goods is of an unsatisfactory standard, in the opinion of RNAJV;
 - > the Supplier fails to carry out a direction of RNAJV with respect to this Agreement;
 - > the Supplier indicates it is unwilling or unable to satisfy its obligations under this Agreement; or
 - > the Supplier breaches any other term of this Agreement and fails to remedy such breach within 7 days of receiving written notice of that breach.
- 15.2** RNAJV shall have an immediate right to terminate the Supplier if the Supplier is unable to pay its debts as and when they fall due, or commits or experiences an insolvency event, including bankruptcy, appointment of a receiver, liquidator, administrator or controller or entering into a deed or scheme of arrangement with its creditors.
- 15.3** The Supplier shall be liable to RNAJV for any reasonable and justified expenses incurred by the RNAJV (as agreed by both parties) in connection with the return of the Goods or the Supplier's failure to Deliver the Goods or perform the Supply Works in accordance with this Agreement.
- 15.4** On termination under clause 15, the Supplier must:
- > immediately discontinue manufacture and supply of the Goods;

- > not place any further orders for materials for the Goods;
- > protect materials already purchased for use in manufacture of the Goods;
- > take steps to mitigate any further costs incurred by the Supplier prior to the termination; and
- > make the Goods or part-manufactured Goods available to RNAJV, upon payment outstanding for undelivered goods by RNAJV.

15.5 Where RNAJV terminates for convenience, it must pay the Supplier for all Goods delivered or ready for delivery, the Supplier's proven costs of raw materials purchased specifically for the Supply Contract, all part completed Goods and the Supplier's proven and verified set up costs of manufacturing the Goods at the Supplier's plant only in the instance that the goods were specifically designed for the RNAJV and can't be supplied to any other customer.

16. DISPUTE RESOLUTION

16.1 In the event of a dispute or difference between RNAJV and the Supplier in respect of any matter or thing arising out of or in connection with this Agreement, no party shall commence any proceedings in or make any application to any Court, tribunal or authority in respect of the dispute or difference unless the requirements of this clause 16 have first been satisfied or the other party has failed or refused to participate in a meeting or mediation pursuant to clause 16.2 or 16.3.

16.2 The parties agree that each of their representatives shall meet within 14 days of either party giving notice in writing to the other party of such dispute or difference.

16.3 If, within 14 days of the meeting under clause 16.2, the dispute is not resolved, the dispute must be referred to mediation, with the mediator to be agreed between the parties, or failing agreement, nominated by the President of the Queensland Chapter of the Resolution Institute.

16.4 The mediation shall be conducted on the following basis:

- > the mediation shall be conducted in accordance with the Resolution Institute's rules for the mediation of commercial disputes; and
- > each of the parties shall pay an equal share of the fees and expenses that the mediator is entitled to and any room hire charges.

16.5 The parties must act in good faith towards each other and in a spirit of mutual trust and co-operation in the negotiation and mediation of a dispute of a difference.

16.6 If the dispute is not resolved in the mediation convened pursuant to clause 16.3, the matter may be litigated.

16.7 Despite any dispute, the parties shall continue to perform their obligations under the Agreement without interruption until the matter is resolved.

16.8 Nothing in this clause 16 prejudices the right of a party to seek injunctive or urgent declaratory relief.

17. ASSIGNMENT AND SUBCONTRACTING

- 17.1** The Supplier must not transfer, subcontract or assign the Supplier's rights, benefits and obligations under this Agreement to any other party without the express written consent of RNAJV, which RNAJV may give or withhold in its absolute discretion.
- 17.2** RNAJV may transfer, assign or otherwise deal with any or all of its rights, benefits and obligations under this Agreement at any time and to any party that is capable of meeting RNAJV's obligations under this Agreement.
- 17.3** RNAJV consents to the Supplier subcontracting its delivery and testing obligations.

18. CONFIDENTIALITY

- 18.1** All information provided by RNAJV to the Supplier in connection with the Agreement is confidential (Confidential Information).
- 18.2** The Supplier must not, without the prior written consent of RNAJV:
- > use the Confidential Information except for the design, manufacture, supply and Delivery of the Goods; or
 - > disclose the Confidential Information to any third party.
- 18.3** The Supplier's obligations under this clause 18 continue regardless of whether this Agreement is terminated or completed.

19. TITLE AND RISK

- 19.1** Legal and equitable title to the Goods, free of encumbrances, passes from the Supplier to RNAJV on Payment. Risk of loss or damage to the Goods passes to RNAJV on delivery. Where the Supplier is responsible for unloading delivery shall mean upon placement of the goods on the ground. Where the RNAJV is responsible for unloading delivery shall mean commencement of unloading by way of attachment of lifting apparatus to the goods.

20. FORCE MAJEURE

- 20.1** Neither RNAJV nor the Supplier shall be responsible or liable for damages caused by any failure or delay in performing this Agreement if such failure or delay is caused by:
- > an act of God or other natural disaster (such as earthquakes, floods, hurricanes and other abnormal weather conditions);
 - > wars, riots, civil commotions, insurrections, strikes, embargoes and acts of terrorism;
 - > Federal, State, Local government or regulatory authority restrictions (such as the denial or cancellation of export/import of items and necessary licenses); or

- > any other cause that could not reasonably have been foreseen by the parties at the time of executing this Agreement and which was beyond the reasonable control of the party whose performance was impeded.

20.2 If the Supplier's performance is affected by an event in clause 20.1, the Supplier must promptly notify RNAJV in writing describing that event.

20.3 On receipt of the Supplier's notification under this clause 20, RNAJV may elect to:

- > extend the time for the Supplier's performance of its obligations under this Agreement by the same period of time lost due to the intervening event; or
- > terminate this Agreement by 7 days written notification to the Supplier. If RNAJV terminates this Agreement, payment will be made to the Supplier for Goods Delivered prior to the force majeure incident and reimbursement for necessary expenditure incurred up to, and resulting from the termination as substantiated to RNAJV by appropriate documentation.

21. GST

21.1 All amounts payable under or in connection with this Agreement are exclusive of GST unless otherwise stated.

21.2 A recipient of a taxable supply under or in connection with this Agreement must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply (GST Amount).

21.3 The recipient must pay the GST Amount to the supplier when the GST exclusive consideration or part of it is provided.

21.4 The supplier must issue a tax invoice to the recipient in respect of each taxable supply.

21.5 If an adjustment event occurs in respect of a taxable supply, the relevant party must issue an adjustment note to the other party.

21.6 Except as set out in this clause in respect of GST, all taxes, duties, levies and charges imposed or levied in Australia or overseas in connection with this Agreement will be borne by Supplier and will not cause any increase to the contract sum.

22. GENERAL

22.1 Without limiting any other provision of this Agreement, to the extent of any inconsistency, the documents comprising the Agreement will have the following order of precedence:

- > any special conditions to the Supply Agreement;
- > the Supply Agreement;
- > Schedule 1 to the Supply Agreement;
- > any other attachments forming part of the Supply Agreement.

- 22.2** If any provision of this Agreement may be read in a manner that makes it invalid, unenforceable or unlawful, but may also be read in a way that makes it valid, enforceable or lawful, then the provision must be read in the latter way.
- 22.3** If any provision of this Agreement is found to be invalid, unenforceable or unlawful, then such provision will be severed from this Agreement and will not affect the validity, enforceability or lawfulness of the other provisions of this Agreement.
- 22.4** This Agreement constitutes the entire agreement between the parties as to the subject matter of this Agreement. This Agreement supersedes any prior commercial dealings, customs, practices, conduct or communications between the parties with respect to the subject matter of this Agreement. Any terms of engagement provided by the Supplier in respect to the Supply Works have no effect.
- 22.5** This Agreement binds the parties, their successors and assigns.
- 22.6** No variation to this Agreement will be binding on the other party unless agreed in writing.
- 22.7** This Agreement will be governed by and construed with reference to the laws of the state provided in Item 14 of Schedule 1. The parties unconditionally submit to the non-exclusive jurisdiction of the courts of the state provided in Item 14 of Schedule 1 and Australia.
- 22.8** Clauses 2, 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 18, 21, 22, 23 and 24 survive the expiry or earlier termination of this Agreement.
- 22.9** No charge for the reduction in quantity unless units are manufactured for the size.

23. SERVICE OF NOTICES

- 23.1** Any notice under the Agreement must be in writing and:
- > delivered by hand to the address;
 - > delivered by prepaid, registered or certified mail to the address;
 - > sent to the facsimile number; or
 - > sent electronically as an email to an email or other internet address (including a network or common information system address), set out for the parties in the Agreement.
- 23.2** A notice (and other documents) under the Agreement is deemed to have been given and received:
- > if delivered by hand, on the date it is delivered to the addressee;
 - > if mailed to an address in the city of dispatch, on the date which is 3 days after the date of dispatch;
 - > if mailed to an address not in the city of dispatch, on the date which is 5 days after the date of dispatch;

- > if sent by facsimile, on the date confirmation of correct transmission of facsimile by the addressee's facsimile is received by the sender; or
- > if sent electronically:
 - » at the time shown in the delivery confirmation report generated by the sender's email system; or
 - » if the sender's email system does not generate a delivery confirmation report, within 12 hours after the time the email is sent, unless the sender receives a return email notification that the email was not delivered, undeliverable or similar, at the time which is 12 hours from the time the email was sent.
- > A notice received after 5.00 pm (recipient's time) is taken to be received on the next day in the place of receipt.

23.3 A party may, from time to time, change its address details in the Agreement by giving written notice to the other party thereof.

24. PPSA

24.1 For the purposes of this clause 24:

- > words and phrases used in this clause 24 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates; and
- > "RNAJV's Personal Property" means all personal property the subject of a security interest granted under this Agreement.

24.2 If RNAJV determines that the Agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Supplier agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which RNAJV asks and considers necessary for the purposes of:

- > ensuring that the security interest is enforceable, perfected and otherwise effective;
- > enabling RNAJV to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
- > enabling RNAJV to exercise rights in connection with the security interest.

24.3 RNAJV need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.

24.4 The Supplier must notify RNAJV as soon as the Supplier becomes aware of any of the following:

- > if any personal property which does not form part of RNAJV's Personal Property becomes an accession to RNAJV's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession;

- > if any of RNAJV's Personal Property is located or situated outside Australia; or
- > upon request by RNAJV, of the present location or situation of any of RNAJV's Personal Property.

24.5 The Supplier must not:

- > create any security interest or lien over any of RNAJV's Personal Property whatsoever (other than security interests granted in favour of RNAJV);
- > sell, lease or dispose of its interest in RNAJV's Personal Property;
- > give possession of RNAJV's Personal Property to another person except where RNAJV expressly authorises it to do so;
- > permit any of RNAJV's Personal Property to become an accession to or commingled with any asset that is not part of the Goods;
- > change its name without first giving RNAJV 15 days notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.

24.6 Everything RNAJV is required to do under this clause 24 is at the RNAJV's expense.

24.7 The Supplier must not disclose information of the kind mentioned in section 275(1) of the PPSA and the Supplier must not authorise, and will ensure that no other party authorises, the disclosure of such information.

24.8 This subclause does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

24.9 The Supplier warrants that:

- > the Goods is being sold in the ordinary course of the Supplier's business of selling property of that kind; and
- > the sale of the Goods and the performance of the Supply Works will not constitute a breach of any security agreement providing for any security interest in the Goods under the PPSA or otherwise.

24.10 Without limiting or waiving subclause 24.5, if any security interest in the Goods is registered on the Personal Properties Securities Register, the Supplier undertakes to register a financing change statement in respect of the Goods to release that security interest within 10 days of executing a deed of release.

25. SPECIAL CONDITIONS

25.1 The Supplier is not designing the project or performing any construction work. The Supplier has no control over what RNAJV does with the Goods after they have been delivered. The Supplier warrants that the Goods will be fit for the purposes for which goods of the same kind are commonly used and comply with the requirements of this Supply Contract and all relevant laws and Australian Standards.

25.2 25.2 "RNAJV must:

- > comply with the CoR Law and must not do or require or refrain from doing or requiring anything which would directly or indirectly cause or encourage any person to breach any CoR Law;
- > comply with any reasonable directions of Holcim in relation to compliance with the CoR Laws; and
- > promptly advise Holcim of any facts or circumstance which come to its attention which may give rise to any breach or allegation of breach of the CoR Laws and provide Holcim with any information or documentation reasonably requested in relation to the same.

For the purpose of this clause "CoR Law" means any laws in relation to safety concerning the carriage of goods by road, including as to mass, dimension, load restraint, speed, fatigue and vehicle standards, roadworthiness and maintenance and including the Heavy Vehicle National Law"

25.3 The Supplier is not liable for any defects in the Goods caused by placement or installation of the Goods, the design of the structure into which the Goods are placed or installed, the incorporation of materials supplied by RNAJV into the Goods, the addition of additives which are not included in the specification or water to the Goods at or after delivery at the request or direction of RNAJV, damage to the Goods after delivery or failure to maintain the Goods properly after delivery.

25.4 Notwithstanding any other provision of this Supply Contract, the Supplier's liability arising under or in connection with this Supply Contract whether for breach of contract, by way of indemnity, breach of statutory duty, in tort (including negligence), in equity or otherwise is (to the extent permitted by law) limited and excluded as follows:

- the Supplier's total aggregate liability is limited to 100% of the Contract Sum; and
- the Supplier will not be liable for any indirect or consequential losses, loss of profits, loss of revenue, loss or denial of opportunity, failure to realise expected profits or savings, loss of production, loss of reputation or loss of goodwill.

25.5 Nothing in this Supply Contract operates to prevent the Supplier from making a claim for death, personal injury or damage to property arising from the negligence of RNAJV or its employees or agents or pleading in the Supplier's defence or as a cross-claim or set-off, to any proceedings by RNAJV any matter or thing that it would have been entitled to raise, but for this Supply Contract.

25.6 In the event that RNAJV has not made a payment of undisputed invoices when due and that payment has not been made within 30 days of the Supplier notifying RNAJV that it has failed to make the payment, the Supplier may suspend supply of the Goods under the Supply Contract until the payment has been made.

- 25.7** Humes Normal Operating Hours are Monday to Friday: 7:00am to 5:00pm. The cut-off time for processing of orders and deliveries is 12:00pm. Saturday is by arrangement. Sunday's and Public Holidays are treated as outside Normal Operating Hours
- 25.8** Humes Service Fees,
1. If required Humes to organize deliveries on Saturdays at no extra cost to RNAJV.
 2. Notice Period - A full delivery program will be worked out and provided to Humes but if required and units are manufactured Humes requires to organize delivery with 24 hours' notice period.
 3. Waiting time - \$150 per hour for the first hour or part thereof plus \$2.50 per minute after the first hour of waiting time. (Monday to Saturday)
 4. Storage and Handling – allow 90 days for culvert to be stored at Humes yard after manufacture. After 90 days charge will be \$2/unit/day for standard and nonstandard goods.
 5. Cancelled Delivery – if cancel with less than 24 hours' notice charge will be \$300/cancellation.
 6. Minimum three drop per load required for small box culverts
 7. Price for delivery is based on full loads to site and Humes quoted configuration, reduced loads will be subject to additional costs. In this instance Humes will provide costs in the form of written variation for acceptance.
 8. Changes to delivery schedules / delivery configurations are subject to variation in costs. In this instance Humes will provide costs in the form of written variation for acceptance.
 9. Price is based on the use of TMR approved concrete mix design (50MPa); and reduced rate of concrete sampling
 10. Delivery of small box culverts and pipe culverts will be FOG and large box culverts will be FOT.
- 25.9** Schedule of rate prices includes the supply of Certificates of Conformance with in 5 business day of the delivery plus a standard Material Data Report within 5 working days after 28 day reports is received by the Supplier. Should the project require additional Material Data Reporting (e.g. 7 day reporting) this is subject to variation costs. In this instance Humes will provide costs in the form of written variation for acceptance.

SCHEDULE 1

ITEM	DESCRIPTION	DETAIL
1.	Specifications of the Goods and Supply Works, including:	Goods: product specifications, drawings and quantity of Goods to be supplied: Refer Appendix A 25.9.1 Manufacturing requirements for the Goods: Refer Appendix A 25.9.2 Additional details of Supply Works: N/A [insert details of design requirements]
2.	Principal (clause 1)	Queensland Government – Department of Transport and Main Roads
3.	Rates and Prices for the Supply Works (clause 1 and 11.1)	(a) Lump sum: N/A or (b) Schedule of rates: Refer Appendix B or (c) Other: N/A
4.	Delivery Date (clause 1 and 6)	Refer Appendix C
5.	Place for Delivery of the Goods (clause 6)	The Project Site - with in 50m of culvert installation location.
6.	Particular requirements for Delivery (clause 6)	Small box culverts and all pipe culverts shall be delivered free on ground. Large box culverts shall be unloaded by RNAJV.
7.	Time for provision of warranties, certificates, manuals etc (clause 7)	Compliance certificate for each delivery within 5 Business Days of Delivery
8.	Liquidated damages (clause 6.8)	[\$N/A] per day

ITEM	DESCRIPTION	DETAIL
9.	Site (clause 1)	Rockhampton Northern Access Upgrade Project Site
10.	Time for provision of Progress Claims (clause 11.2)	Invoice after delivery received on site
11.	Time for payment (clause 13.6)	30 Days from end of month (EOM)
12.	Security (clause 10)	Type: N/A Amount: N/A
13.	Insurance (clause9)	Type: Public & Product Liability Amount: A\$20,000,000.00 Per occurrence and in the annual aggregate Period maintained: 6 years post Practical Completion
		If the Supply Works includes any design work:
		Type: Professional indemnity insurance Amount: A\$10,000,000.00 Per occurrence, A\$20,000,00.00 annual aggregate for all loss Period maintained: 6 years post Practical Completion
		Type: N/A Amount: N/A Period maintained: N/A
14.	Governing law (clause 22.7)	Queensland <i>If nothing is stated, the Agreement must be governed in all respects by the laws of the State the Site is based</i>

Appendix A - Specifications Attachment

Specifications:-

- MRS01
- MRTS01
- MRS02
- MRTS02
- MRS03
- MRTS03
- MRTS024
- MRTS25
- MRTS25_1oct
- MRS50
- MRTS50
- SS2-Infrastructure Sustainability

Appendix B – Schedule of Rates

Box Culverts-

Description	QTY	UNIT	RATE	TOTAL
450X300mm 2.4m long	13.00	EA	\$595.00	\$7,735.00
600X300mm 2.4m long	3.00	EA	\$548.00	\$1,644.00
600X375mm 2.4m long	33.00	EA	\$595.00	\$19,635.00
600X375mm 1.2m long	1.00	EA	\$330.00	\$330.00
900x600mm 2.4m long	30.00	EA	\$795.00	\$23,850.00
900X750mm 2.4m long	30.00	EA	\$890.00	\$26,700.00
900X750mm 1.2m long	1.00	EA	\$475.00	\$475.00
900X900mm 2.4m long	27.00	EA	\$970.00	\$26,190.00
1200X750mm 2.4m long	55.00	EA	\$850.00	\$46,750.00
1200X900mm 2.4m long	64.00	EA	\$900.00	\$57,600.00
1200X900mm 1.2m long	1.00	EA	\$595.00	\$595.00
1200X1200mm 2.4m long	191.00	EA	\$950.00	\$181,450.00
1200X1200mm 1.2m long	1.00	EA	\$624.00	\$624.00
1500X900mm 2.4m long	180.00	EA	\$1,500.00	\$270,000.00
1500X900mm 1.2m long	2.00	EA	\$1,045.00	\$2,090.00
1500X1200mm 2.4m long	24.00	EA	\$1,850.00	\$44,400.00
1500X1200mm 2.4m long link slab	8.00	EA	\$1,250.00	\$10,000.00
1800X750mm 2.4m long	28.00	EA	\$2,160.00	\$60,480.00
1800X900mm 2.4m long	33.00	EA	\$2,296.00	\$75,768.00
1800X900mm 2.4m long link slab	11.00	EA	\$1,415.00	\$15,565.00
2100X1200mm 2.4m long	54.00	EA	\$2,400.00	\$129,600.00
2100X1200mm 1.2m long	3.00	EA	\$1,380.00	\$4,140.00
2100X1200mm 2.4m long link slab	36.00	EA	\$1,582.00	\$56,952.00
2100X1200mm 1.2m long link slab	2.00	EA	\$890.00	\$1,780.00
2400X1500mm 2.4m long	36.00	EA	\$3,190.00	\$114,840.00
2400X1500mm 1.2m long	4.00	EA	\$1,595.00	\$6,380.00
2700X1800mm 2.4m long	72.00	EA	\$3,150.00	\$226,800.00
2700X1800mm 1.2m long	2.00	EA	\$2,049.00	\$4,098.00
2700X1800mm 2.4m long link slab	36.00	EA	\$2,185.00	\$78,660.00
2700X1800mm 1.2m long link slab	1.00	EA	\$1,335.00	\$1,335.00
Delivery to site	1.00	EA	\$53,000.00	\$53,000.00
		Total For RCBC		\$1,549,466.00

Pipe Culverts:-

Description	QTY	UNIT	RATE	TOTAL
RCP 300mm dia CL3 2.44m long	4.00	EA	\$104.31	\$417.24
RCP 375mm dia CL3 2.44m long	1.00	EA	\$104.31	\$104.31
RCP 450mm dia CL3 2.44m long	1,198.00	EA	\$132.00	\$158,136.00
RCP 450mm dia CL3 1.22m long	70.00	EA	\$66.00	\$4,620.00
RCP 450mm dia CL4 2.44m long	86.00	EA	\$152.63	\$13,126.18
RCP 450mm dia CL4 1.22m long	7.00	EA	\$76.32	\$534.24
RCP 525mm dia CL3 2.44m long	257.00	EA	\$167.00	\$42,919.00
RCP 525mm dia CL3 1.22m long	10.00	EA	\$83.50	\$835.00
RCP 525mm dia CL4 2.44m long	10.00	EA	\$175.50	\$1,755.00
RCP 525mm dia CL4 1.22m long	1.00	EA	\$87.75	\$87.75
RCP 600mm dia CL3 2.44m long	464.00	EA	\$208.62	\$96,799.68
RCP 600mm dia CL3 1.22m long	20.00	EA	\$104.31	\$2,086.20
RCP 600mm dia CL4 2.44m long	63.00	EA	\$240.00	\$15,120.00
RCP 600mm dia CL4 1.22m long	2.00	EA	\$120.00	\$240.00
RCP 750mm dia CL3 2.44m long	380.00	EA	\$280.00	\$106,400.00
RCP 750mm dia CL3 1.22m long	18.00	EA	\$140.00	\$2,520.00
RCP 750mm dia CL4 2.44m long	33.00	EA	\$307.80	\$10,157.40
RCP 750mm dia CL4 1.22m long	1.00	EA	\$153.90	\$153.90
RCP 900mm dia CL3 2.44m long	180.00	EA	\$408.00	\$73,440.00
RCP 900mm dia CL3 1.22m long	7.00	EA	\$204.00	\$1,428.00
RCP 1050mm dia CL3 2.44m long	28.00	EA	\$587.00	\$16,436.00
RCP 1050mm dia CL3 1.22m long	3.00	EA	\$293.50	\$880.50
RCP 1050mm dia CL4 2.44m long	68.00	EA	\$602.00	\$40,936.00
RCP 1050mm dia CL4 1.22m long	2.00	EA	\$301.00	\$602.00
300mm Eband	2.00	EA		Included in pipe rate
450mm Eband	1,180.00	EA		Included in pipe rate
525mm Eband	252.00	EA		Included in pipe rate
600mm Eband	499.00	EA		Included in pipe rate
750mm Eband	393.00	EA		Included in pipe rate
900mm Eband	176.00	EA		Included in pipe rate
1050mm Eband	92.00	EA		Included in pipe rate
Delivery to site	1.00	LS	\$34,017.00	\$34,017.00
	Total For RCP			\$623,751.40
	Total For RCP and RCBC			\$2,173,217.40

Appendix C – Construction Program & Delivery Schedule

Attachment program is a reference only and updated periodically and provided to supplier to agree change in deliveries.

Culvert	Size	Qty	Length	Delivery Date	
C12	900x900 RCBC	27	2.4	21-03-19	
C11	1200x1200 RCBC	27	2.4	07-03-19	
C10	1800x900 RCBC	33	2.4	20-03-19	
	1800 RCSS	11	2.4		
C09	2400x1500 RCBC	4	1.2	19-03-19	
	2400x1500 RCBC	36	2.4		
C08	1500x1200 RCBC	24	2.4	26-03-19	
	1500 RCSS	8	2.4		
C07	900x600 RCBC	30	2.4	5/04/2019 (half)	23/9/19 (half)
C06	2700x1800 RCBC	72	2.4	02-04-19	4/9/19 (half)
	2700x1800 RCBC	2	1.2		
	2700 RCSS	36	2.4		
	2700 RCSS	1	1.2		
C05	1200x900 RCBC	12	2.4	27-09-19	
C04	1500x900 RCBC	110	2.4	15/04/2019 (half)	16/9/19 (half)
C03	2100x1200 RCBC	54	2.4	8/04/2019 (half)	6/9/19 (half)
	2100x1200 RCBC	3	1.2		
	2100 RCSS	36	1.2		
	2100 RCSS	2	1.2		
C01	1500x900 RCBC	15	2.4	22/4/19 (half)	21/8/19 (half)
	1500x900 RCBC	2	1.2		

Pipes and small box culverts delivery schedule is attached in Appendix C attachment.

Appendix D – Correspondence

- Email – 1
- Email – 2
- Email – 3
- Email – 4

EXECUTION PAGE

**Signed for McIlwain Civil Engineering Pty Ltd
& SGQ Pty Ltd** by its authorised representative
on _____ in the presence of:

Signature of witness

Name of witness (print)

Signed for Holcim (Australia) Pty Ltd by its
authorised representative on _____
in the presence of:

Signature of witness

Name of witness (print)

Signature of authorised representative

Name of authorised representative (print)

Position

Signature of authorised representative

Name of authorised representative (print)

Position