

Ameropa Purchase Terms and Conditions

1. Definitions

In these terms and conditions:

Agreement has the meaning given in clause 2;

Ameropa means Ameropa Australia Pty Ltd ACN 009 504 394 trading as Impact Fertilisers and Brown's Fertilisers and its successors and assigns;

Ameropa Equipment has the meaning given to it in clause 16;

Business Day means any day which is not a Saturday, Sunday or public holiday in Melbourne, Victoria;

Confidential Information means:

- (a) the terms and conditions of this Agreement;
- (b) any information relating to Ameropa's business or affairs and includes, without limitation, any:
 - (i) trade secrets, know-how, scientific and technical information;
 - (ii) product, customer, marketing or pricing information;
 - (iii) Intellectual Property Rights of Ameropa; and
 - (iv) any other information which Ameropa notifies the Supplier is confidential, which Ameropa has disclosed (or will disclose) to the Supplier;

Consequential Loss means any loss, damage or costs incurred by Ameropa that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity;

Defective Goods and/or Services means:

- (a) Goods and/or Services that are not in conformity with this Agreement; or
- (b) in the case of Goods are defective in design, performance, workmanship, makeup or are the subject of a product recall;

Document includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program or record, circuit, circuit layout, drawing, specification, material, email, photocopy, scanned copy or any other means by which information may be stored or reproduced;

Goods means any goods manufactured and/or supplied by the Supplier to Ameropa, as specified by Ameropa in a Purchase Order and accompanying Special Conditions and as amended by written agreement by both Ameropa and the Supplier;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*;

Insolvent means in respect of a party, that party:

- (a) takes or has taken against it any action for the winding up of a party or the placing of a party under external administration or has an administrator or controller appointed over any of its assets;
- (b) allows any judgement against that party to remain unsatisfied for 14 days without taking formal steps to have the judgment set aside; or
- (c) has execution levied against any of that party's assets;

Intellectual Property Rights include:

- (a) any copyright (including future copyrights), patent, trade mark (whether registered or not), registered design or other design right, and any right to apply for the grant or registration of the same; and
- (b) any rights in respect of an invention, discovery, novel design, trade secret, confidential information, know-how, concept, idea, information, data or formula;

Law means:

- (a) legislation, ordinances, regulations, by-laws, orders, awards, proclamations, directions and practice notes of the Commonwealth, a State or Territory or any government agency; and
- (b) certificates, licences, consents, permits, approvals, qualifications, registrations, standards and requirements of organisations having jurisdiction in connection with the construction, installation, commissioning, testing and delivery of any Goods under this Agreement;

Loss means all actions, claims, costs (including legal costs on an indemnity basis), damages, expenses, interest, liabilities, losses, (including Consequential Loss);

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

Price means the price for supply of Goods and/or Services specified in the Purchase Order;

Purchase Order means a purchase order issued by Ameropa in which the specific details of the Goods and/or Services ordered are contained (including any Special Conditions attached);

Representative means an officer, employee, agent, contractor and subcontractor of any party (but excluding the other party to this Agreement);

Services means any services performed or supplied by the Supplier to Ameropa, as specified by Ameropa in a Purchase Order and accompanying Special Conditions and as amended by written agreement by both Ameropa and the Supplier;

Site means the venue or address specified in the Purchase Order to which the Goods must be delivered / at which the Services must be performed;

Special Conditions means any special conditions specified in Attachment A of the Purchase Order;

Supplier means the person or entity who is supplying the Goods and/or Services to Ameropa, the details of which are set out in the Purchase Order;

Supplier Code of Conduct means Ameropa's Supplier Code of conduct as notified by Ameropa to the Supplier from time to time;

Tax means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding which is assessed, levied, imposed or collected by any government agency and includes any interest, fine, penalty, charge, fee or other amount imposed in respect of any of the above (but excludes income tax and GST);

Tax Invoice has the meaning given to it in the GST Act; and

Term has the meaning given to it in clause 12.

2. Agreement

- (a) These terms and conditions (including any Special Conditions) together with the Purchase Order constitute the agreement between the Supplier and Ameropa relating to the supply of Goods and/or Services by the Supplier to Ameropa (**Agreement**).
- (b) If there is any inconsistency between various components of this Agreement, the order of precedence of those component parts is as follows:

Ranking	Document
1.	the Purchase Order
2.	the Special Conditions

3.	these terms and conditions
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with the higher ranked components prevailing over the lower ranked components, to the extent of any inconsistency between them.

3. Performance by Supplier

- (a) The Supplier must supply the Goods and/or Services in accordance with the terms of this Agreement.
- (b) The Supplier must fulfil all Purchase Orders made by Ameropa for the Goods and/or Services during the Term. Ameropa may at any time suspend, cancel or vary a Purchase Order by notice to the Supplier. If Ameropa suspends, cancels or varies a Purchase Order, the Supplier must cease the supply of Goods and/or Services requested under such suspended, cancelled or varied Purchase Order in the manner required by Ameropa and comply with any new Purchase Order as set out in that Purchase Order or otherwise directed by Ameropa. Ameropa shall pay the Supplier's actual reasonable and direct costs (as reasonably determined by Ameropa) for any Goods and/or Services completed (or partially completed) at the date of a cancellation of a Purchase Order under this clause which cannot otherwise be used by the Supplier in its business.
- (c) This Agreement applies to all Goods and/or Services provided by the Supplier and overrides any quotes, invoices or other documentation exchanged between the parties whether or not such Documents expressly provide that they override this Agreement.
- (d) Ameropa's Purchase Order is the only form recognised by Ameropa as authority for charging Goods and/or Services to its account for Goods and/or Services ordered by, and delivered to, or performed for, Ameropa in accordance with this Agreement.

4. Delivery of Goods and/or Services

- (a) The Supplier must supply the Goods to, or perform the Services for, Ameropa at Site.
- (b) The Supplier must pack and mark the Goods in accordance with any statutory requirements, the Purchase Order, the Special Conditions (if any) and all applicable packaging standards of Ameropa as advised to the Supplier from time to time.

- (c) The Supplier must use its best efforts to deliver the Goods and/or perform the Services as quickly as possible. If a due date, timeframe for delivery of Goods or the performance of the Services, is specified in the Purchase Order, the Supplier must deliver the Goods and/or perform the Services, by that due date or within that timeframe, as applicable. The Supplier acknowledges that time is of the essence in this Agreement.
- (d) The Supplier must notify Ameropa as soon as it becomes aware of any anticipated delay or failure in the supply of the Goods and/or to perform the Services. The Supplier must take reasonable steps to ensure that its supply line is able to meet its commitments for the purpose of any supply under this Agreement.
- (e) Ameropa is not obliged to:
 - (i) buy a minimum quantity of Goods and/or Services (unless otherwise agreed);
 - (ii) exclusively purchase Goods and/or Services from the Supplier;
 - (iii) maintain or exceed any quantities forecast by Ameropa; or
 - (iv) accept or pay for any Goods and/or Services delivered in excess of the quantity or quantities specified in the Purchase Order.

5. Service standards

- (a) The Supplier must supply the Goods and/or Services:
 - (i) with due care and skill using that standard of diligence that would reasonably be expected from a prudent, expert and experienced provider of goods and/or services which are similar to the Goods and/or Services in Australia;
 - (ii) using appropriately qualified and trained Representatives of the Supplier; and
 - (iii) to the reasonable satisfaction of Ameropa.
- (b) The Supplier shall and shall ensure that its Representatives, in supplying the Goods and/or Services:

- (i) comply with the requirements of all relevant Laws including without limitation laws in respect to occupational health and safety and chain of responsibility;
- (ii) comply with all directions and advice from Ameropa, any agents, employees or contractors of Ameropa in relation to the conduct of the Supplier and its Representatives at the Site.

- (c) The Supplier acknowledges that Ameropa may eject or exclude any or all objectionable persons from the Site.

6. Warranties

- (a) The Supplier represents, undertakes and warrants to Ameropa that:
 - (i) the Goods match the description and performance criteria required by Ameropa and conform to Special Conditions (if any), drawings and any other descriptions supplied, or agreed to, by Ameropa and where the Supplier has given Ameropa a sample or demonstration model of the Goods, corresponds with that sample or demonstration model in terms of quality, state and condition;
 - (ii) the Goods and/or Services are fit for the purpose for which goods/services of the same kind are commonly supplied and for any other purpose which Ameropa made known to the Supplier before entering into this Agreement;
 - (iii) the Goods are free of defects and are of merchantable quality;
 - (iv) where the Supplier is an Australian supplier, the Goods comply with all Laws and best industry practices and where the Supplier is not an Australian supplier that it complies with all relevant and applicable importation and customs laws in connection with the supply of the Goods;
 - (v) the Goods and/or Services comply with this Agreement;

- (vi) the supply of the Goods, and the subsequent use or on-sale of the Goods, will not infringe the Intellectual Property Rights of any third person;
 - (vii) the Supplier has complete ownership of the Goods free of any encumbrances and supplies the Goods to Ameropa on that basis;
 - (viii) the Price payable by Ameropa is no less favourable than the price paid by other purchasers of similar goods and/or services in similar circumstances; and
 - (ix) it is not a trustee of a trust.
- (b) The warranties given under clause (a) survive any expiry or termination of this Agreement.
- 7. Defective Goods and/or Services**
- (a) The Supplier must only supply Goods and/or Services that conform in all respects with the requirements set out in clauses 5 and 6.
 - (b) The Supplier acknowledges that Ameropa is not required to conduct any inspection or testing of the Goods prior to use and the Supplier waives any right to require Ameropa to conduct an inspection of the Goods on or after delivery.
 - (c) If Ameropa, through inspection or testing or otherwise, determines that any Goods and/or Services are Defective Goods and/or Services, Ameropa may reject the Defective Goods and/or Services by returning them to the Supplier at the Supplier's cost.
 - (d) At Ameropa's option and request, the Supplier must:
 - (i) refund to Ameropa any payments made by Ameropa in respect of any Defective Goods and/or Services that it rejects; or
 - (ii) make good free of charge any Defective Goods and/or Services that Ameropa rejects.
 - (e) Ameropa's inspection, testing or acceptance of some or all of the Goods and/or Services does not:
 - (i) change or affect the Supplier's obligations under this Agreement; or
 - (ii) affect Ameropa's rights to claim for any Loss it may suffer because of the Supplier's breach of this Agreement.
- (f) The rights and obligations in this clause 7 survive the termination or expiration of this Agreement.
- 8. Price**
- (a) Ameropa must pay the Supplier the Price for the Goods and/or Services supplied to, and accepted by, Ameropa.
 - (b) The Price remains fixed for the Term.
 - (c) Unless otherwise specified in the Purchase Order or the Special Conditions, the Price is inclusive of:
 - (i) all charges for freight, packaging, packing, wrapping, cartons, storage, handling, insurance and delivery of the Goods in accordance with this Agreement; and
 - (ii) all Taxes.
- 9. Invoicing and payment**
- (a) The Supplier must provide Ameropa with a Tax Invoice on or within 14 days after delivery of the Goods and/or the performance of the Services.
 - (b) Subject to clause 9(c), Ameropa must pay all Tax Invoices received from the Supplier under clause 9(a) within 30 days after the end of the month in which Ameropa receives the Supplier's Tax Invoice, except where Ameropa:
 - (i) has agreed alternate payment terms with the Supplier; and/or
 - (ii) exercises its right to reduce the payment under clause 9(c); or
 - (iii) disputes the Tax Invoice, in which case:
 - (A) Ameropa may withhold payment of the disputed portion of the invoice value until the dispute is resolved; and
 - (B) if the resolution of the dispute is that Ameropa is to pay an amount to the Supplier, Ameropa must immediately pay that amount on

resolution of the dispute.

- (c) Ameropa may set off from any amounts it owes to the Supplier, any amounts the Supplier owes to Ameropa.
- (d) Ameropa may make payment by electronic funds transfer to the Supplier's account listed in the Purchase Order.

10. GST

- (a) Any reference in this clause 10 to a term defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the recipient must pay, in addition to the consideration to be provided under this Agreement for that supply (unless it expressly includes GST) an amount equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply, provided that the supplier has first issued to the recipient a Tax Invoice in respect of that taxable supply.

11. Title and risk

Title to and risk in the Goods passes to Ameropa when the Goods are delivered to or supplied at the Site in accordance with this Agreement.

12. Term

This Agreement commences on the earlier of:

- (a) any commencement date set out in the Purchase Order; and
- (b) the date the Supplier commences supply of the Goods and/or Services,

and remains in force, unless terminated earlier in accordance with this Agreement, until the earlier of:

- (c) any end date set out in the Purchase Order; and
- (d) completion by the Supplier of all its obligations under this Agreement,

(Term).

13. Termination

- (a) In addition to any other termination rights under this Agreement, either party (**Terminating Party**) may immediately terminate this Agreement by written notice to the other party if the other party (**Defaulting Party**):
 - (i) breaches this Agreement in a material respect and, in the reasonable opinion of the Terminating Party, the breach:
 - (A) cannot be remedied; or
 - (B) can be remedied, but is not remedied by the Defaulting Party within 5 Business Days after the Terminating Party gives the Defaulting Party notice of the breach; or
 - (ii) becomes Insolvent.
- (b) After receipt of a notice of termination under this Agreement, the Supplier must, unless otherwise directed by Ameropa, immediately terminate all work under this Agreement (or the Purchase Order, as applicable) and must:
 - (i) terminate all orders and sub-contracts relating to the performance of the work terminated and settle all claims arising out of the termination of such orders and sub-contractors; and
 - (ii) transfer title of, and deliver to Ameropa all completed work which conforms in quality to the requirements of this Agreement and does not exceed the amount authorised for production by Ameropa; and
 - (iii) return any Ameropa Equipment to Ameropa in the same condition that it was supplied to the Supplier (fair wear and tear accepted).
- (c) Upon termination by Ameropa under this Agreement:
 - (i) the Supplier's sole and exclusive rights in respect of

the termination are limited to the payment of the Price for any Goods and/or Services which have been completed in accordance with this Agreement and delivered to Ameropa up to the date of termination; and

- (ii) Ameropa is not liable to the Supplier in respect of any claims for Loss, interest on claims or for unamortised depreciation costs.

14. Liability and indemnities

- (a) The Supplier is liable for, and must indemnify Ameropa and Ameropa's Representatives against, any liability or any Loss of any kind arising directly or indirectly from:
 - (i) the breach of any warranty or any of the other terms of this Agreement by the Supplier;
 - (ii) carrying out a recall of Goods supplied by the Supplier, where, in Ameropa's opinion, the recall is required either by Law or in connection with any allegation that the Goods do not conform to the standards specified in this Agreement;
 - (iii) any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind caused or contributed to by the Goods and/or Services; or
 - (iv) any negligence or wilful act or omission by the Supplier or any of its Representatives in connection with this Agreement.
- (b) Ameropa holds the benefit of this indemnity on trust for itself and its Representatives.
- (c) The Supplier acknowledges that it is not necessary for Ameropa to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement or to mitigate its Loss.
- (d) Ameropa excludes all liability to the Supplier for Consequential Loss.
- (e) To the extent permitted by law, Ameropa is excluded from any liability for any damage or loss of any property belonging to the Supplier or the Supplier's Representatives.

- (f) The aggregate liability of Ameropa for any loss or damage suffered or incurred by the Supplier, for which Ameropa is liable in connection with this Agreement (other than liability for Price due and payable under this Agreement) is limited to an amount equivalent to the total Price paid or properly invoiced and due to be paid under this Agreement by Ameropa in the 3 month period prior to the event giving rise to the Loss occurring.
- (g) This clause 14 survives the termination of this Agreement.

15. Intellectual Property Rights

- (a) The Supplier represents and warrants to Ameropa that the supply of the Goods and/or Services to Ameropa, and the subsequent use and any on-sale of the Goods and/or Services by Ameropa, will not infringe the Intellectual Property Rights of any third person.
- (b) All Intellectual Property Rights in any materials or Documents provided by Ameropa to the Supplier for the purposes of this Agreement are either licensed to or are the property of Ameropa and this Agreement does not convey to the Supplier, any right, title or interest in them. The Supplier's only right with respect to Ameropa's Intellectual Property Rights, is the right to use Ameropa's Intellectual Property Rights, to supply the Goods and/or Services in accordance with this Agreement.
- (c) The Supplier grants, or must procure the granting to Ameropa of, a non-exclusive, royalty-free licence to use any Intellectual Property Rights owned or used by the Supplier prior to the date of this Agreement for the purposes of the Goods and/or Services, such that Ameropa can enjoy the benefits of the Goods and/or Services.
- (d) The Supplier acknowledges that all Intellectual Property Rights created by the Supplier in the course of the supply of the Goods and/or Services automatically vests in Ameropa.
- (e) The Supplier acknowledges that by entering into this Agreement, the Supplier:
 - (i) assigns to Ameropa all Intellectual Property Rights created by the Supplier in the course of supplying the Goods and/or Services; and
 - (ii) undertakes to do all things necessary or desirable (including executing all

necessary documents) to vest in Ameropa ownership of any Intellectual Property Rights created in the course of the supplying of the Goods and/or Services (which obligation survives the termination of this Agreement).

- (f) The Supplier unconditionally and irrevocably consents to, and waives any rights it has or may have in respect of, (and will procure such consents and waivers from its Representatives) any act or omission that would otherwise infringe any moral rights in the Goods and/or Services, whether occurring before or after a consent or waiver is given for the benefit of Ameropa, its Representatives, licensees and successors. The Supplier must do all things requested by Ameropa to demonstrate that the Supplier has complied with its obligations under this clause (f).
- (g) The Supplier must apply all requisite trade marks or logos of the Supplier to the Goods in accordance with the Purchase Order, the Special Conditions or as may otherwise be requested by Ameropa and must not apply any of its own trade marks or logos to the Goods (unless agreed in writing by Ameropa).

16. Ameropa Equipment

- (a) Any plant, equipment, appliances, tools or tooling provided by Ameropa to the Supplier (**Ameropa Equipment**) remains the property of Ameropa and must only be used by the Supplier for the purposes of fulfilling its obligations under this agreement.
- (b) The Supplier must keep the Ameropa Equipment in good condition and must compensate Ameropa for any Loss suffered in connection with the Supplier's use, possession or control of the Ameropa Equipment.
- (c) The Supplier releases Ameropa in respect of any Loss arising from the use by the Supplier of the Ameropa Equipment.
- (d) The Supplier must return to Ameropa on demand any Ameropa Equipment held by it at any given time.

17. Insurance

- (a) The Supplier must, at its own cost, take out and maintain with a reputable insurer:

- (i) workers compensation insurance, as required by law;
- (ii) public liability insurance in each case for a minimum cover of \$20 million for each claim (or such other maximum cover agreed in writing by the parties) unless varied with the consent of Ameropa; and
- (iii) product liability insurance in each case for a minimum cover of \$20 million in aggregate (or such other maximum cover agreed in writing by the parties) in any one policy year.

- (b) The Supplier must ensure that its Representatives are similarly insured in respect to clauses (a)(i) and (ii).
- (c) At Ameropa's request, the Supplier must provide Ameropa with certificates of currency for any relevant insurance policy and any other documentation necessary to satisfy Ameropa that the Supplier is complying with its obligations under this clause 16.

18. Confidentiality

- (a) Other than as permitted under clause 18(b), the Supplier must not disclose to any person the Confidential Information.
- (b) The Supplier may disclose the Confidential Information:
 - (i) to its related bodies corporate, its Representative and/or a Representative of its related bodies corporate who need to know the Confidential Information for the purposes of this Agreement (**Permitted Disclosees**) subject to the Supplier ensuring that any such Permitted Disclosees are fully aware of the confidential nature of the Confidential Information before the disclosure is made; and
 - (ii) which is required to be disclosed by Law, provided that it has:
 - (iii) given Ameropa prior notice where practicable; and
 - (iv) provided all assistance and co-operation which Ameropa reasonably considers necessary for that purpose.

- (c) The Supplier must not publicise that it has been engaged by Ameropa.
- (d) The Supplier must procure that all Permitted Disclosees keep the Confidential Information confidential. If required by Ameropa, the Supplier must procure that the Permitted Disclosees execute confidentiality undertakings in favour of Ameropa which impose direct liability on such Permitted Disclosees for a breach of the obligations described in this clause 18. The parties acknowledge and agree that any such undertakings are in addition to and not in substitution of the Supplier's obligations set out in this clause 18.
- (e) The Supplier acknowledges that damages will not be an adequate remedy for the Ameropa for a breach of this Agreement by the Supplier and that Ameropa is entitled to seek specific performance or injunctive relief as a remedy for any breach or threatened breach of this clause 18, as well as any other remedy available at law or in equity.
- (f) This clause 18 survives the termination of this Agreement.

19. Privacy

- (a) In this clause, all terms used have the meaning given in the *Privacy Act* 1988 (Cth) as amended from time to time (**Privacy Act**).
- (b) The Supplier must comply with the provisions of the Privacy Act in relation to any personal information provided to the Supplier by Ameropa, or Ameropa's representatives, contractors or customer(s).

20. Notices

- (a) Any notice, demand, approval, request or other communication in relation to this Agreement (**Notice**) must:
 - (i) in writing in English;
 - (ii) be marked for the attention of the relevant party; and
 - (iii) be given at the recipient's contact details by being:
 - (A) hand delivered;
 - (B) sent by email; or
 - (C) sent by regular post.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery;

- (ii) sent by email, when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent;
- (iii) if sent by prepaid mail within Australia, at 9:00am on the sixth Business Day after the date of posting; or
- (iv) if sent by airmail, at 9:00am on the 12th Business Day after the date of posting.

- (c) If a Notice is regarded as being given and received on a day that is not a Business Day or after 5:00pm on a Business Day, then the Notice will be deemed as given and received at 9:00am on the next Business Day.

21. Health Safety and Environment issues

- (a) The Supplier must comply with:
 - (i) all of Ameropa's health, safety and environment requirements, as notified to the Supplier;
 - (ii) any directions given by Ameropa which are necessary for Ameropa to comply with health, safety and environment requirements applicable to Ameropa.
- (b) The Supplier must immediately report to Ameropa all incidents involving injury to any person, harm to the environment or damage to property that occur while performing the Services or delivering the Goods.
- (c) The Supplier must comply with any policies and procedures provided by Ameropa and that relate to Ameropa's premises, workplace, health and safety and protection of the environment and hazardous substances.

22. Supplier Code of Conduct and Modern Slavery

- (a) Ameropa has developed a Supplier Code of Conduct intended to promote sustainable, environmentally sound and responsible supply chain practices for suppliers of goods or services to Ameropa. The Supplier must familiarise itself with, and comply with, the Ameropa Supplier Code of Conduct.
- (b) The Supplier must not, and must ensure that each of its Related Bodies Corporate (as that term is defined in the Corporations Act 2001) and

suppliers do not, engage in any modern slavery practices as defined under the Modern Slavery Legislation..

- (c) The Supplier must provide Ameropa with all information reasonably requested by Ameropa to assist Ameropa to comply with its requirements under the Modern Slavery Legislation.

23. Third party warranties

The Supplier must ensure that Ameropa has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Supplier must, at its own cost, obtain manufacturers warranties on Ameropa's behalf if Ameropa so requests).

24. General

- (a) This Agreement is governed by the laws of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of that State and courts entitled to hear appeals from those courts.
- (b) This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties in respect of its subject matter.
- (c) Waiver of any right arising from a breach of this Agreement must be in writing and executed by the party granting the waiver. A failure to exercise, a delay in exercising, or a partial exercise of, a right created under or arising from a breach of this Agreement does not result in a waiver of that right.
- (d) A variation of any term of this Agreement must be in writing and signed by the parties.
- (e) Neither party may assign, create an interest in or otherwise deal with its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
- (f) The Supplier and Ameropa are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other or grant either party any authority to assume or create an obligation on behalf of the other.
- (g) Any provision of, or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any

other jurisdiction. Where a clause in this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

- (h) The Supplier must not subcontract any or all of its obligations under this Agreement without the prior written consent of Ameropa, which may be withheld by Ameropa in its absolute discretion. Any subcontract consented to by Ameropa will not relieve the Supplier of its obligations under this Agreement