



Standard Customer Terms and Conditions

1. AGREEMENT

- 1.1 These Standard Terms and Conditions apply as the sole basis for the supply of Goods or Services by Superior Fire Systems Pty Limited to the Customer as more particularly specified in the proposal, quotation, purchase order, or similar document attached hereto. (Hereafter referred to as **Proposal**). The legal agreement formed between Superior Fire Systems Limited and the customer under the Proposal and these Standard Terms and Conditions is the **Contract**.
- 1.2 This Contract supersedes any prior agreements between the Parties and any conditions specified in the Customer's order unless an authorized representative of Superior Fire Systems Pty Limited has expressly agreed in writing to such condition.
- 1.3 Subject to clause 1.4, if any part of these Standard Terms and Conditions is inconsistent with the Proposal, the provisions of the Proposal will prevail to the extent of any inconsistency.
- 1.4 These Standard Terms and Conditions may be amended from time to time at the discretion of Superior Fire Systems Pty Limited. Any amendment to these Standard Terms and Conditions shall apply to all transactions between Superior Fire Systems Pty Limited and the Customer once notified to the Customer or made available for download from the website of Superior Fire Systems Pty Limited.

2. TERM

- 2.1 Unless otherwise specified in the Proposal or agreed between the Customer and Superior Fire Systems Limited:
- (a) this Contract commences on the earlier of: (i) the date the Customer notifies Superior Fire Systems Pty Limited that it accepts the provision of Goods and Services in accordance with the Proposal; or (ii) the date that the Customer requests Superior Fire Systems Pty Limited to supply any Goods and Services (the **Commencement Date**); and
 - (b) the initial term will commence on the Commencement Date and end on the date is 12 months after the Commencement Date.
- 2.2 Unless the Customer provides a written notice of termination prior to the expiry of the initial term or unless otherwise specified in the Proposal, this Contract will automatically renew for a further 12-month period from the expiry of the initial term and will thereafter renew automatically for further 12 months periods on the anniversary of the expiry of the initial term.

3. SUPPLY OF SERVICES

- 3.1 Superior Fire Systems will supply the Services to the Customer in accordance with this Contract.
- 3.2 The Customer must:
- (a) provide Superior Fire Systems Pty Limited with reasonable access to the Site to the extent necessary for the supply of Services in accordance with 4.1;
 - (b) if requested by Superior Fire Systems Pty Limited, provide (at no cost to Superior Fire Systems Pty Limited Services) architectural design drawings in AutoCAD format with sufficient information to enable layout drawings to be prepared. Where documentation is supplied by way of electronic media, it is the Customer's responsibility to ensure that is supplied uncontaminated/virus free;
 - (c) advise Superior Fire Systems Pty Limited of the existence of any concealed pipes, wires and cables for water, gas, electricity, or other services affecting the Site and confirm the location of such services to Superior Fire Systems Pty Limited personnel before any work commences at the Site. Superior Fire Systems Pty Limited accepts no liability for any loss or damage to such services or any consequences thereof and the Customer agrees to indemnify Superior Fire Systems Pty Limited against any claim whatsoever for any loss or liability under this clause; and
 - (d) provide adequate facilities at the Site at no cost to Superior Fire Systems Pty Limited, including parking, power, lifting equipment, scaffolding, scissor, lifts, and rubbish removal skips.
- 3.3 Unless otherwise agreed in writing, charges for Services under this Contract:
- (a) are based on work being carried out during "Normal Working Hours" as advised by Superior Fire Systems Pty Limited.
 - (b) are based on having continuous, uninterrupted, and unhindered access to the Site and the required people, equipment, and facilities where the work is to be carried out; and
- 3.4 The customer agrees to pay all additional costs arising and any alteration to the specifications required by the Customer including any interruptions of DELAYS BY THE Customer, its employees, technicians, or other trades during work performed may result in additional charges including the reasonable costs of delay.
- 3.5 If it becomes necessary to pay any additional site allowances, other than a State or Federal award or amounts more than any current workplace agreement applicable to the type of work being performed, these costs will be borne by the Customer.
- 3.6 Any variations to the Services must be agreed between the Customer and Superior Fire Systems Pty Limited in writing and will be priced in accordance with, at Superior Fire Systems Pty Limited election: (a) Superior Fire Systems Pty Limited standard price lists; or (b) the reasonable cost to Superior Fire Systems Pty Limited of providing the Services, and shall include an amount for any design, management, overhead and profit.
- 3.7 Callouts for Services for emergencies or outside of Normal Working Hours will be charged in accordance with Superior Fire Systems Pty Limited standard fees for such as Services.

4. HEALTH AND SAFETY

- 4.1 The Customer must ensure that the environment on or around the Site which Superior Fire Systems Pty Limited will be accessing for the supply of Services under this Contract is safe and secure and in accordance with all applicable health and safety Laws.
- 4.2 Superior Fire Systems Pty Limited agrees to comply with any applicable health and safety procedures of the Customer or the Site in the performance of this Contract.

- 4.3 If Superior Fire Systems Pty Limited is of the opinion that the health or safety of any person or property may be adversely affected by the continued performance of this Contract (including through the actions of the Customer or the conditions of the Site), Superior Fire Systems Pty Limited may immediately suspend, without, liability to the Customer, the performance of this Contract. The Customer shall indemnify Superior Fire Systems Pty Limited in respect of any liability suffered by Superior Fire Systems Pty Limited in exercising its right under this clause.
- 4.4 The Customer must notify Superior Fire Systems Pty Limited of any hazardous, toxic, radioactive, noxious, or poisonous materials whether in solid liquid or gaseous form (**Hazardous Substances**) present on the Site. The Customer will bear all costs for removal of Hazardous Substances found within the Site except for those Hazardous Substances brought on Site by Superior Fire Systems Pty Limited.

5. WARRANTIES

- 5.1 Fire Superior Fire Systems Pty Limited warrants that:
- (a) the Services will be supplied in accordance with the description of the Services and the specifications in the Contract; and
 - (b) it holds all permits, licenses, authorisations and required to perform its obligations under this Contract; and
 - (c) it will comply with all applicable Laws, standards, specifications, and procedures always when performing its obligations under this Contract.
- 5.2 The Customer must give written notice to the Company of any error (in quantity or description), or any faults or defects within 90 days of the date of, as applicable, the Delivery or the completion of all the Services. If no notice, is given by the Customer in accordance with this clause 5.2, the Customer is deemed to have accepted the Services and releases Superior Fire Systems Pty Limited from any claim or liability in respect of the Services under this Contract and applicable Law.
- 5.3 Superior Fire Systems Pty Limited will, at its cost, repair, replace or otherwise make good any error, fault or defect notified to it under clause 5.2. The decision as to repair, replacement, performance, or other rectifying works will be made by Superior Fire Systems Pty Limited in its absolute discretion.

6. PAYMENT

- 6.1 The Customer must pay Superior Fire Services Pty Limited the Price for Services performed and delivered in accordance with this Contract.
- 6.2 The Customer must pay Superior Fire Systems Pty Limited the Price specified in the relevant invoice within 30 days of the date on which a properly issued invoice is issued to the Customer.
- 6.3 If the Customer disputes any part of a tax invoice, the Customer must pay the undisputed part of the invoice (if any) and provide the reasons for disputing the relevant part of the tax invoice.
- 6.4 Interest is payable by the Customer at the Interest Rate in respect of any portion of a valid invoice which remains due and unpaid. Interest will accrue daily on any due and unpaid amount from the date the properly issued tax invoice is due for payment until the unpaid and due amount is paid in full.

7. PRICE REVIEW

- 7.1 At any time after the first anniversary of the Commencement Date of this Contract, Superior Fire Systems Pty Limited may notify the Customer of revisions to the Price to apply to the supply of Services under this Contract.

- 7.2 The revised Price will take effect 30 days after the Customer's receipt of the notice.
- 7.3 Superior Fire Systems Pty Limited must does not increase the Price under this Contract more than once in any 12-month period.
- 7.4 Where Superior Fire Systems Pty Limited has agreed to provide Services on a fixed price basis for a specified term, this clause 7 does not apply.

8. TITLE AND RISK

- 8.1 Title in the Services to the Customer upon payment by the Customer to Superior Fire Systems Pty Limited.

9. SECURITY INTERESTS

- 9.1 Without limiting any other provision of this clause 9, if Superior Fire Systems Pty Limited determines that this Contract contains a security interest for the purposes of the PPSA (**Security Interest**), the Customer must do anything (including obtaining consents, producing documents, execution of documents and supplying information) that Superior Fire Systems Pty Limited requests and considers necessary for the purposes of:
- (a) Ensuring that the Security Interest is enforceable, perfected, and otherwise effective.
 - (b) Enabling Superior Fire System to apply for any registration, or give any notification, in connection with the Security Interest; and
 - (c) Enabling Superior Fire Systems to exercise rights in connection with the Security Interest,
- 9.2 Superior Fire Systems Pty Limited may from time to time, grant Security Interest (whether by mortgage, charge or otherwise) over the Contract and its rights, interests, and obligations under the Contract.
- 9.3 The Customer grants a security interest in favour of Superior Fire Safety Systems Pty Limited over all its estate and interest in any land and in any other assets (tangible or intangible,) including any Goods supplied by Superior Fire Systems Pty Limited, in which it now has any legal or beneficial interest or in which it in the future acquires any such interest (including any interest in respect of which a Security Interest can be granted), to secure payment of all money owed by the Customer to Superior Fire Systems Pty Limited, and consents to the lodging by Superior Fire Systems Pty Limited a mortgage and/or caveat on any property of the Customer or its guarantor. The Customer irrevocably and by way of security irrevocably appoints Superior Fire Systems Pty Limited and any agent or solicitor of Superior Fire Systems Pty Limited to be the Customer's true and lawful attorney to execute and register such instruments.
- 9.4 Superior Fire Systems Pty Limited need not to give any notice under the PPSA (including a notice of a verification statement) under or arising out of anything relating to a security interest unless the notice is required by the PPSA and the giving of it cannot be excluded.
- 9.5 The Customer will waive, release, discharge and relinquish any and all claims that the Customer has or may have against Superior Fire Systems Pty Limited, its Related Bodies Corporate, members, officers, employees and representative (**Indemnified Parties**) in connection with the exercise by an Indemnified Party of any rights under this clause 9 and indemnifies the Indemnified Parties of any claim, loss or damage suffered by an indemnified Party arising in connection with the exercise by an Indemnified Party of any rights under this clause 9 (including legal costs and expenses of defending against any claim by a third party on a full indemnity basis).

10. PERSONAL INFORMATION

The Customer consents to:

- (a) Superior Fire Systems Pty Limited collection of variety of personal information. This information includes, but is not limited to address, gender, date of birth, contact details, credit card details.
- (b) Superior Fire Systems Pty Limited using the Customer's personal information for certain purposes such as internal use for improving Service, meeting obligations under State or Federal law, preparing internal reports, to utilise our content and product offerings and deliver promotional material to you, and administrative purposes connected with the provision of Goods or Services; and
- (c) Superior Fire Systems Pty Limited disclosing the Customer's personal information as required by law.

11. LIABILITY

11.1 To the maximum extent permitted by Law, Superior Fire Systems Pty Limited maximum aggregate liability under this Contract (whether by way of breach of contract, tort (including negligence), breach of statutory duty, restitution, or otherwise) will be limited to the Price paid by the Customer under this contract.

11.2 Neither Party will be liable to the other to make any payment (whether by way of indemnity, damages or otherwise) in respect of any indirect loss arising under this Contract. The following losses constitute an indirect loss for the purposes of this clause: loss of opportunity; loss of profit; loss of revenue; damage to goodwill or reputation; business interruption; and damage to credit rating.

11.3 Without limiting any other provision of this Contract, Superior Fire Systems Pty Limited does not accept any liability from any third party to this Contract, including the Customer's downstream customers, suppliers, and related bodies corporate. The Customer indemnifies Superior Fire Systems Pty Limited in respect of any claims made against Superior Fire Systems Pty Limited by a third party in respect of the supply of Goods and Services under this Contract.

12. TAXES

12.1 All amounts referred to in this Contract are exclusive of GST unless otherwise specified. Where any taxable supply occurs in connection with this Contract, Superior Fire Systems Pty Limited may increase the amount payable for the Services by the amount of the application GST upon receipt of a tax invoice that complies with the GST Legislation.

12.2 Any reference to a calculation of any amount incurred by a Party must exclude the amount of any input tax credit entitlement of that Party in relation to the relevant amount. A Party will be assumed to have an entitlement to a full input tax credit unless it demonstrates otherwise prior to the date on which the amount must be paid.

12.3 Terms used in this clause 12 that are not defined in this Contract have the meaning given to them in the GST legislation.

13. TERMINATION

13.1 Either Party may terminate this Contract:

(a) if the other Party commits a material breach of its obligations under this Contract (which in the case of a breach capable of remedy has not been remedied within 14 days of receipt by the Party in breach of a notice identifying the breach and requiring its remedy); or

(b) if an Insolvency Event occurs in respect of the other Party.

13.2 Termination of this Contract is without prejudice to and does not affect the accrued rights or remedies of either Party.

13.3 If Superior Fire Systems Pty Limited has the right to terminate this Contract under clause 13.1, Superior Fire Systems Pty Limited may elect (in its absolute discretion) to do one or more of the following as an alternative to terminating this Contract:

(a) revoke the credit accommodation (if any) provided to the Customer and require any further transactions by the Customer to be based on payment before Delivery.

(b) require that all amounts owing to Superior Fire Systems Pty Limited by the Customer for any reason whatsoever become immediately due and payable without deduction or demand notwithstanding that the due date for payment has not otherwise passed; and

(c) cancel any discounted prices given to the Customer and recalculate all outstanding invoices (including invoices issued but not paid by the Customer) on Superior Fire Systems Pty Limited standard prices.

13.4 If this Contract is terminated for any reason prior to the expiry of the term (as extended under clause 2), the Customer will be required to pay Superior Fire Systems Pty Limited the remaining fixed charges (if any) for Services up to the end of term.

13.5 The Customer will be liable for payment of Services performed up to the termination date.

14. DISPUTE RESOLUTION

14.1 If there is a dispute between the Parties arising out or in connection with this Contract, then within ten Business Days of a Party notifying the other Party of that dispute, senior representatives from each Party must meet and use reasonable endeavours to resolve the dispute by negotiation.

14.2 If the dispute between the Parties arising out of or in connection with this Contract is not resolved 20 Business Days of notification of the dispute under clause 14.1 either Party may commence legal proceedings in relation to the dispute.

14.3 Nothing in this clause 14 prevents:

(a) a Party seeking urgent injunctive relief from a court; or

(b) the Parties engaging in alternative dispute resolution processes such as mediation at any time before or after the commencement of legal proceedings in relation to the dispute.

14.4 Despite the existence of a dispute, the Parties must continue to perform their respective obligations under this Contract except where the Contract has been terminated.

15. NOTICES

All Notices must be in writing and signed by the Sender or a representative of the sender and delivered by registered post to the recipient's contact using the name and postal or email address as last notified by the recipient.

16. INSURANCE

Superior Fire Systems Pty Limited will take out and maintain:

- (a) public liability insurance in the amount of at least \$10 million; and
- (b) Worker's Compensation insurance as required by law.

17. FORCE MAJEURE

17.1 Neither Party is responsible for any failure to perform its obligation under this Contract, to the extent it is prevented or delayed in performing those obligations by an event of Force Majeure.

17.2 "**Force Majeure**" is an event or circumstance, or combination of events or circumstances, which (a) is beyond the reasonable control of Superior Fire Systems Pty Limited; (b) causes or results in default or delay in the performance by Superior Fire Systems Pty Limited of any of its obligations under this Agreement; (c) is without the fault or negligence of Superior Fire Systems Pty Limited and could not reasonably have been expected to have prevented, avoided or overcome by Superior Fire Systems Pty Limited.

17.3 Force Majeure includes the following events (provided that the requirements of clause 17.2 are satisfied in each case):

- (a) act of terrorism, riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not);
- (b) requisition or compulsory acquisition by any authority of any part of the Site;
- (c) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) strikes or industrial disputes but excluding any industrial dispute which is specific to the performance of the Services of this Contract;
- (e) catastrophic failure of, the breakdown of or accident to plant, machinery, equipment, lines or pipes;
- (f) an act of God, earthquake, lightning, cyclone, tsunami, fire, flood, landslide, drought or meteor; and
- (g) embargo.

17.4 If an event of Force Majeure delays or prevents the performance of this Contract by Superior Fire Systems Pty Limited, Superior Fire Systems Pty Limited must notify the Customer in writing within ten Business Days of becoming aware of the event of Force Majeure and use its reasonable endeavours to minimize the effects and duration of the event of Force Majeure.

17.5 If Superior Fire Systems Pty Limited performance under this Contract is prevented whether in whole or in part or delayed by any event of Force Majeure, Superior Fire Systems Pty Limited shall:

- (a) not be in default of this Contract; and
- (b) be entitled to suspend performance of its obligations under this Contract,

To the extent that Superior Fire Systems Pty Limited is prevented in whole or in part from or delayed in performing such obligation.

17.6 The occurrence of Force Majeure does not excuse the Customer from payment of any sum to Superior Fire Services Pty Limited in accordance with this Contract.

18. INTELLECTUAL PROPERTY

18.1 Superior Fire Systems Pty Limited:

(a) warrants that supply by it to, and use by the Customer of the Services (including all materials and documentations supplied in connection with the Services) will not infringe the intellectual property rights of any person; and

(b) grants to the Customer a perpetual, non-exclusive, transferable, royalty-free, irrevocable licence to use any intellectual property of Superior Fire Systems Pty Limited (including all materials supplied in connection with the Services) to the extent necessary for the purposes contemplated by this Contract.

18.2 The Customer:

(a) warrants that it and its Related Bodies Corporate will not use, reproduce, copy, record or disclose the intellectual property provided to it by Superior Fire Systems Pty Limited to the competitive disadvantage of Superior Fire Systems Pty Limited; and

(b) warrants it will use the intellectual property provided to it by Superior Fire Systems Pty Limited for the purposes contemplated by this Contract.

19. CONFIDENTIAL INFORMATION

19.1 Subject to clause 19.2, each Party must ensure that it and its Related Bodies Corporate will not:

(a) disclose or use the Confidential information of the other Party for a purpose other than those contemplated by this Contract.

(b) disclose the existence of or terms of this Contract; or

(c) disclose any information or documents supplied in connection with this Contract that are specifically indicated to be confidential and that are not in the public domain.

19.2 A Party may disclose any Confidential information (including the existence and terms of this Contract):

(a) that ceases to be confidential other than due to a breach of clause 19.1;

(b) received from a third party if it was not acquired directly or indirectly by that third party because of a breach of clause 19.1

(c) to a bona fide prospective Customer, investor, joint venture participant or financier (or any of their respective advisors) in relation to that Party or its Related Body Corporate, provided that

the recipient has first entered confidentiality undertakings no less onerous than those contained with this Contract and the Party disclosing the Confidential information remains responsible for ensuring that the confidentiality of the Confidential Information is preserved; or

(d) that is required to be disclosed by law (except any information of the kind referred to in section 275(1) of the PPSA) or any government or government body, authority, stock exchange rule or agency having authority over a Party or its Related Body Corporate.

20. CREDIT AND RECOVERY

20.1 If the Customer has made an application to Superior Fire Systems Pty Limited for the supply and Services under this Contract to be on credit, the Customer acknowledges and agrees that the provision of credit is at the absolute discretion of Superior Fire Systems Pty Limited and Superior Fire Systems Pty Limited may at any time, and without the need to provide a reason to the Customer refuse to extend any further credit to the Customer.

20.2 Superior Fire Systems Pty Limited may, at its discretion, require that a guarantee and indemnity be provided by a related entity of the Customer (including a director of the Customer where the Customer is a body corporate) in a form determined by Superior Fire Systems Pty Limited. Superior Fire Systems Pty Limited is entitled to withhold the supply of Services under this Contract until the Customer has provided the guarantee and indemnity in accordance with this clause.

20.3 The Customer will pay the expenses of Superior Fire Systems Pty Limited (including legal costs (on an indemnity basis) and stamp duties) incurred in connection with the collection and enforcement of, or preservation of any rights under this Contract. Such expenses may be recovered by Superior Fire Systems Pty Limited from the Customer as a liquidated debt. Any payments received by the Customer from the Purchaser shall be applied firstly to any expenses, then to interest and the remainder to the balance of monies owed by the Customer.

20.4 If the Customer is a trustee or acts on behalf of a trust under this Contract, the Customer must, on request at any time, give Superior Fire Systems Pty Limited information about the trust, including proof of the assets held by the trust and the Customer warrants that it has the right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this Contract.

20.5 The Customer must notify Superior Fire Systems Pty Limited of any change in ownership, control or address of the Customer.

21. NO SOLICITATION

From the date of this Contract and until the date that is 6 months after the latter of the Delivery of the Goods or date of completion of all the Services, the Customer must not retain or seek to retain the services (whether as an employee, independent contractor or otherwise) of any employee of Superior Fire Systems Pty Limited.

22. INDEPENDENT CONTRACTOR

The relationship between the Customer and Superior Fire Systems Pty Limited is that of a principal and an independent contractor. Nothing in this Contract will constitute or deem Superior Fire Systems Pty Limited to be an employee of Customer, nor be construed as creating an employment, agency, partnership, joint venture, or any other relationship between the Parties.

23. ASSIGNMENT AND SUBCONTRACTING

23.1 Neither Party may assign or novate any of its rights and obligations under this Contract without the prior written consent of the other Party, such consent must not be unreasonably withheld or delayed.

23.2 Superior Fire Systems Pty Limited may subcontract the performance of all or part of its obligations under this Contract, provided that Superior Fire Systems Pty Limited will continue to remain responsible for the performance of its obligations under this Contract.

24. ENTIRE AGREEMENT

The Contract sets out the entire agreement between the Parties with respect to the rights and obligations associated with the Services. No modification of the Contract is effective unless agreed in writing by the Parties.

25. GOVERNING LAW

The Contract is governed by the laws of the state in which the Site is situated.

26. DEFINITIONS

In this Contract:

Business Day means Monday to Friday inclusive but excludes public holidays in the State where the Site is located.

Confidential Information means any information relating to this Contract, or to the affairs of a Party or any Related Body Corporate of that Party that is disclosed in connection with this Contract.

Contract has the meaning given in clause 1.1.

Corporations Act means the entity specified in the Proposal.

GST means the tax payable on taxable supplies under GST Legislation.

GST Legislation means the *A New Tax System (Services Tax) Act 1999* (Cth) including any related legislation that is enacted to impose, validate, recapture, or recoup such tax.

Insolvency Event means, with respect to a Party, that:

- (a) It is insolvent within the meaning of section 95A of the Corporations Act;
- (b) It is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up or has had a receiver, receiver and manager, controller (as defined in the Corporations Act) or similar officer appointed to any part of its property;
- (c) Except for the purpose of a solvent restructure, arrangement or amalgamation, an application or an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, the application is made to a court or other steps are taken for entering into an arrangement, compromise, moratorium or composition with, or assignment for the benefit of, its creditors or any class of them;
- (d) It is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand.

- (e) It is unable to pay its debts when they fall due or it stops, suspends or threatens to stop or suspend the payment of all or a class of its debts; or
- (f) It is subject to any event which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed in paragraphs (a) to (e).

Interest Rate means the Cash Rate in effect at the time of calculation as published the Reserve Bank of Australia, plus 2%.

Law means any statute, ordinance, code, law order, decree, circular, rule, regulation or stock exchange rule whether in effect now or in the future.

Notice means any notice, demand, consent or other communication given, made or received under this Contract.

Party and Parties means the Customer and Superior Fire Systems Pty Limited, as relevant in the context.

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

Price means the price set out in the Proposal.

Proposal has the meaning given in clause 1.1.

Related Body Corporate has the meaning defined in the Corporations Act.

Services means the services specified in the Proposal and/or which Superior Fire Systems Pty Limited supplies in accordance with this Contract.

Site means the place(s), specified in the Proposal where the Services are to be performed.

Taxes means any tax, levy, impost, charge, or duty, other than a tax on the Customer's net income, which is imposed by a government agency authorized to impose it, and any related interest, penalty, charge, fee, or other amount.

27. INTERPRETATION

In this Contract, headings are for convenience only and the following rules apply unless the context requires otherwise:

- (a) Mentioning anything after 'includes', including' or similar expressions does not limit what else might be included.
- (b) A reference to a Party includes the Party's successors, permitted substitutes, and permitted assigns.
- (c) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision.
- (d) A provision of this Contract must not be construed to the disadvantage of a Party merely because the provision is an exception or exemption for the benefit of that Party.
- (e) A reference to a right or obligation of any two or more persons comprising a single Party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference that Party is a reference to any of those persons separately.