

Definitions & Interpretation:

- i. **"Agreement"** means the contract between the Contractor and the Client comprising these Terms, the Quote and any other document the Parties agree will form part of the contract between them.
- ii. **"Australian Consumer Law"** means the relevant provisions in the *Competition and Consumer Act 2010 (Cth)*.
- iii. **'Contractor' / 'us'** means to either Retaining Technologies Group Pty Ltd or RTG Projects Pty Ltd (whichever entity is specified on the Quote), and its successors, subsidiaries, associates and assigns.
- iv. **'Client' / 'you'** means to the entity or person/s, requesting Goods from the Contractor, as specified in the Quote, invoice, or other documentation related to the Order.
- v. **"Equipment Hire"** means the Contractor's agreement to supply goods or equipment owned by the Contractor to the Client for a specified period of time and for a fee, on the terms set out in this Agreement.
- vi. **'Goods'** means any goods; services and / or Equipment Hire supplied by the Contractor to the Client at the Client's request from time to time.
- vii. **'Order'** means the Client's acceptance of the Quote and/or request for the Contractor to supply the Goods.
- viii. **'Price'** means the total price payable (plus any GST where applicable) for the Goods/ Services as specified on the Quote or as otherwise agreed between the Contractor and the Client.
- ix. **'GST'** means Goods & Services Tax as defined within the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*
- x. **'Parties'** means The Contractor and the Client collectively.
- xi. **"Quote"** means the Contractor's written or verbal proposal to the Client to provide certain Goods for a certain Price.

1. Acceptance

- 1.1 The Client is deemed to have accepted these Terms upon the Client accepting the Quote and/or placing the Order and/or otherwise requesting the Contractor to supply it with Goods.
- 1.2 These Terms and the Quote shall constitute the entire agreement between the parties unless the parties otherwise expressly agree to additional terms in writing. The Agreement supersedes all prior negotiations, representations and warranties except where they have been attached to this Agreement.
- 1.3 If the Client is a trustee, it enters into an Agreement in its own capacity and in its capacity as trustee of the relevant trust.
- 1.4 If an employee, agent or contractor of the Client provides instructions to the Contractor (including accepting any Quote), the Client warrants that person is duly authorised to bind the Client to this Agreement.

2. Orders & Quotes

- 2.1 Quotes are valid for a period of 30 days from the date of the Quote, subject to any other agreement between the parties and the Contractor's right to withdraw the Quote at any time before acceptance.

- 2.2 The Contractor reserves the right to refuse an Order, or any part of an Order, in its sole discretion.
- 2.3 Once the Client accepts the Quote, the Order is placed and the Client is required to complete the transaction, subject to the terms of this Agreement.

3. Supply

- 3.1 Where the Contractor accepts an Order, it must supply the Order to the Customer unless:
 - i) The Contractor is unable to procure the Goods required to fulfil the Order;
 - ii) The Client fails to make a payment required by this Agreement;
 - iii) An event beyond the Contractor's control prevents the Contractor from supplying the Goods within a reasonable time.
- 3.2 If the Contractor cannot supply an Order, it must notify the Client that the Order is cancelled and refund any payment it has received for any Goods not yet supplied. This is the Client's only remedy for the Order being cancelled.
- 3.3 The Contractor's fulfilment of an Order is not a representation that the thing supplied will be suitable or in sufficient quantity to fulfil the Client's purpose. The Client is responsible for ensuring the Order is sufficient to fulfil its intended use.

4. Goods Sourced from Third Parties

- 4.1 Some of the Goods supplied by the Contractor may have been manufactured or sourced from a third party. The Contractor does not warrant any information supplied by that third party (including any information, data, suitability, specifications) is relevant or accurate.
- 4.2 The Contractor will take reasonable steps to understand the Client's requirements and provide Goods suitable for the Client's stated objectives. However:
 - i) The Client must make its own enquiries to satisfy itself that the Goods are suitable for its intended purpose and in particular, but without limitation, the Client must take appropriate expert advice on any relevant soil or site conditions or engineering requirements.
 - ii) While the Contractor will take reasonable steps to verify that the information provided to it about the Goods is accurate, specifications may change without notice and the Contractor does not warrant that its information is accurate or current.
 - iii) The Client must not reproduce or distribute any information concerning the Goods provided by the Contractor to any third party, without the Contractor's written authorisation.

5. Delivery

- 5.1 If the Contractor agrees to deliver the Goods to the Client's nominated delivery address, these terms apply.
- 5.2 If no person is at the requested delivery address upon delivery, the Contractor (in its sole discretion) may instruct the carrier to wait for a person to arrive, leave the Goods at the address (which constitutes delivery) or return the Goods to the Contractor's warehouse for future delivery. The Client is liable to reimburse the Contractor or pay any costs incurred by these actions, including but not limited to: waiting charges, additional future delivery fees,

storage, any other transportation and handling costs for returning goods to the warehouse.

- 5.3 The Client warrants that Goods can be delivered to the kerbside or at the nominated delivery address and that the Client has obtained all permissions from any local council, property owner, or other authority necessary. The client indemnifies the Contractor against any liability (including but not limited to any fee, fine, penalty or tax) incurred as a result of a breach of this warranty.
- 5.4 Delivery occurs when the Contractor leaves the Goods at the Client's nominated address, irrespective of whether the Client is present at the time of delivery. If the Client (or its representative) is not present to sign the delivery note, the Contractor's carrier's confirmation of delivery is sufficient evidence that delivery has occurred.
- 5.5 The Client agrees to pay the Contractor the delivery costs as specified within the Order or Quote, or as otherwise advised to the Client prior to delivery.
- 5.6 Offloading onsite is the responsibility of the Client. The Client should ensure that it has the necessary means and/or equipment required to unload the Goods and facilitate the delivery.
- 5.7 All delivery dates specified by the Contractor are estimates only, given in good faith, and are not binding on the Contractor. The Contractor will not be liable to the Client or any third party for any cost, loss or damages caused by delay, non-delivery, or variance to the estimated delivery schedule.
- 5.8 The Client acknowledges that The Contractor subcontracts freight of Goods and/or Hire Equipment to freight carriers and consents to this subcontracting arrangement.
- 5.9 If the Contractor does not agree to make or arrange delivery to the Client, the Client must arrange to collect the Goods from the Contractor at a time and place to be agreed.

6. Risk & Title

- 6.1 Risk in the Goods passes to the Client on delivery in accordance with these Terms. The Client is responsible for insuring all Goods for their full value from the date of delivery.
- 6.2 Title in the Goods passes to the Client upon the Contractor receiving payment in full for the price of the Goods.
- 6.3 Until such time as full payment is received in cleared funds by the Contractor for all Goods supplied:
 - i) Legal title and property in all Goods supplied under this Agreement remain vested in The Contractor and do not pass to the Client;
 - ii) The Client holds the Goods as bailee for the Contractor and where possible must keep the Goods separate from other products and keep the packaging so they are identifiable as property of The Contractor;
 - iii) The Client must not sell the Goods except in the ordinary course of the Client's business activities;
 - iv) The Client will hold the proceeds of any sale of the Goods on trust for The Contractor; and
 - v) The Contractor and/or its representative may without notice, enter any premises where it suspects the Goods are located and remove them and retake possession of them without committing trespass, even if they are attached to other product or land which is not property of The Contractor. The Client irrevocably indemnifies The Contractor from and against all costs, losses or damages suffered or incurred by the Contractor or its representative in retaking possession of the goods.

7. Defective Products

- 7.1 The Client must inspect the Goods on delivery. If there is any actual or suspected defect, the Client must notify the Contractor in writing as soon as practicably possible (but in no longer than 7 days from the date of delivery) and provide details of the defect, including the quantity of the Goods affected by the defect and the nature of the defect.
- 7.2 The Contractor will provide the Client with a remedy for any defective Goods in accordance with this Agreement and/or the Australian Consumer Law (where it applies).
- 7.3 To the extent permitted by law, the Contractor's liability with respect to defective Goods is limited to resupplying the affected Goods or refunding the amount (or proportionate amount) paid by the Client for the Goods.

8. Price & Payment

- 8.1 The Client must pay the Price as specified in the Quote or otherwise as advised by the Contractor in accordance with this Agreement in Australian Dollars (\$AUD).
- 8.2 Payments must be made by either EFT or approved Credit Card (merchant fees may apply) by the date specified on the Contractor's invoice unless the Contractor has expressly agreed to supply goods on credit.
- 8.3 The Contractor may change the Price specified in Quote by written notice to the Client if:
 - i) The cost of the supply to the Contractor for labour or materials increases for reasons beyond the Contractor's control; or
 - ii) Shipping or delivery charges increase; or
 - iii) The Client requests a change to the Order.
- 8.4 If the Client objects to the revised Price, it must notify the Contractor within 2 business days of being advised of the change or it is deemed to accept the new Price. If the Client objects to the revised Price, the Contractor may cancel the Order and terminate this Agreement.
- 8.5 The Client must not deduct, off-set, or withhold any amount due to the Contractor for any reason.

9. Restocking Fee

- 9.1 The Contractor is not obliged to accept the return of Goods that the Client no longer wants (to the extent permitted by law). If the Contractor agrees (in its sole discretion) to accept the return of Goods, the Goods must be returned in the same condition as they were supplied. The Contractor may charge the Client a 'restocking fee' of up to 15% of the price of the Goods returned and the Client is liable for any costs associated with redelivery to the Contractor.

10. Hire Equipment Terms

- 10.1 The following terms apply where the Goods supplied are Hire Equipment.
- 10.2 The hire term will commence and terminate on the dates specified in the Quote, unless the parties mutually agree to vary the term.
- 10.3 If the hire term terminates earlier than the period specified in the Quote because of the Client's breach of this Agreement, the Contractor may claim the hire fee for the entire hire period.
- 10.4 The Client must return the Hire Equipment in the same condition as it was supplied, fair wear and tear excepted. If the Hire Equipment is returned dirty or damaged beyond fair wear and tear, the Client is liable for any additional cleaning or servicing costs the Contractor incurs as a result.
- 10.5 If the Client fails to return the Hire Equipment at the end of the hire term, the hire fee specified in the Quote will continue to accrue (calculated pro-rata) until the Hire Equipment is returned complete with all accessories and undamaged.
- 10.6 The Client agrees that the Contractor retains all property in and ownership of the Hire Equipment. Nothing in this Agreement will be construed as conferring ownership or

an equitable interest in the Hire Equipment on the client. The Client must not remove any tag or identifying mark which gives notice of the Contractor's ownership, or alter the Hire Equipment without prior written approval from the Contractor.

- 10.7 The Client must not sell, pledge, sub-lease or part with possession of the Hire Equipment. The Hire Equipment must remain in the location the Client advises to the Contractor when placing the Order.
- 10.8 The Client must pay all costs and charges associated with delivery and re-delivery of the Hire Equipment. The Hire Equipment must be delivered to the client and re-delivered to the Contractor at the address advised by the relevant party taking delivery.
- 10.9 The Hire Equipment is transported at the risk of the party arranging and paying for the transport.
- 10.10 The Client permits the Contractor (or its employees, agents or contractors) to enter the location where the Hire Equipment is held at reasonable times to inspect or repair it.
- 10.11 The Client must keep the Hire Equipment secure and stored appropriately to prevent damage.
- 10.12 The Client (and its employees, agents and contractors) operate the Hire Equipment at its own risk and must operate it in accordance with any laws, procedures or manuals relevant to the Hire Equipment. The Client indemnifies the Contractor for all costs, charges or other liabilities incurred as a result of the operation of the Hire Equipment, including for personal injury, property damage or negligence.
- 10.13 The Contractor warrants that the Hire Equipment is operational and functions as it is designed to and is of acceptable quality. The Contractor does not warrant or represent that the Hire Equipment will be suitable for the Client's purposes.
- 10.14 The Contractor will maintain the Hire Equipment at its expense and repair any defect or malfunction unless damage is caused by the misuse or negligence of the Client, in which case the Client is liable for the costs of repair or replacement.
- 10.15 The Client must immediately notify the Contractor of any defect or malfunction in the Hire Equipment during the hire term and allow the Contractor (or its agents) reasonable access to inspect and repair and provide any information about the damage or defect as may be requested.
- 10.16 During the hire term, if the Hire Equipment is damaged, lost, stolen or destroyed beyond repair as a result of the Client's (or its employee, agent, contractor) acts, omissions or negligence, the Client is liable for and indemnifies the Contractor for the cost of replacing Hire Equipment with a new item of equivalent specifications and any other loss or damage the Contractor suffers (including loss of profits).

11. Default Events

- 11.1 Without prejudice to any other rights or remedies available to the Contractor at law, the Contractor may do any or all of the following if the Client breaches a term of this Agreement:
- i) Charge interest on any sum outstanding to the Contractor at the rate of 2% per month from the date payment was due until the date payment is received.
 - ii) Suspend the supply of any Goods.
 - iii) Require immediate payment in full of any credit facility extended to the Client.
 - iv) Amend the terms of any credit facility extended to the Client.
 - v) Terminate this Agreement by written notice in accordance with clause 15;
 - vi) Demand payment of any amount the Contractor is entitled to be paid under this Agreement.

12. GST & Taxes

- 12.1 The Client must pay any and all taxes charged or imposed on the Price or the supply of Goods under this Agreement.
- 12.2 Unless specified to the contrary on the Quote or an invoice, Prices specified are exclusive of GST and the Client is liable to pay GST on top of the Price.

13. Dispute Resolution

- 13.1 If a dispute arises under this Agreement, the party alleging the dispute (Disputing Party) must provide a written notice to the other party (Receiving Party). The parties will attempt to resolve the dispute by negotiating in good faith within 30 days of the date of the dispute notice. If such negotiations do not resolve the dispute, either party may refer the dispute to mediation. The parties will bear the cost of the mediator equally, and the mediator will be appointed by agreement between the parties or otherwise as nominated by the Queensland Law Society.

14. Costs of Enforcement

- 14.1 The Client is liable for and indemnifies the Contractor and will keep the Contractor indemnified for:
- i) All costs (including legal or debt collection costs) incurred by the Contractor in enforcing or attempting to enforce its rights under this Agreement;
 - ii) Any loss, costs or damages suffered or incurred by the Contractor (whether directly or indirectly) as a result of any breach, act, omission or negligence of the Client (or its employees, agent or contractors) arising out of or related to this Agreement.

15. Termination

- 15.1 The Contractor may terminate this Agreement if:
- i) The Client breaches these terms;
 - ii) The Client is, becomes, or in the Contractor's reasonable opinion is or is likely to become insolvent;
 - iii) The Contractor is unable to supply the Order, or supplying the Order becomes impractical, for any reason.
- 15.2 If the Contractor terminates this Agreement, then:
- i) The Contractor is not liable to supply any further Goods to the Client;
 - ii) The Contractor is entitled to be paid any amount due and owing for Goods supplied up until the date of Termination;
 - iii) Any amounts paid by the Client in advance will be refunded, subject to any claim for costs, loss or damages the Contractor may have under this Agreement;
 - iv) Any Hire Equipment must immediately be returned to the Contractor, failing which, the Contractor may collect the Hire Equipment;
 - v) The Contractor may exercise any other rights it has under this Agreement or at law.

16. Limited Warranty

- 16.1 The Contractor warrants that when Goods are dispatched, it has been quality checked and complies with the specifications detailed within the Quote and/or the company's published product information documentation, or other specification agreed in advance of the Order in writing by The Contractor.
- 16.2 Save as to any rights the Client has under the Australian Consumer Law and other laws which cannot be lawfully excluded or restricted, all other warranties in relation to the Goods are excluded, including any implied warranty of fitness for any specific purpose.
- 16.3 The Client acknowledges and agrees that information, design and/or installation suggestions provided by the

Contractor is general in nature and is given without detailed knowledge of the site at which the Goods are to be used/installed or provided without detailed knowledge of their intended use. The Client must rely on its own independent judgement or advice from experts engaged by the Client.

17. Limitation of Liability:

17.1 In this clause:

- i) **Claim** means any action (or cause of action), claim (including cross-claims, counter-claims, set-offs), allegation, demand, suit, proceeding, liability, sum of money, damages, expenses, costs (whether or not the subject of a court order), debts due, entitlements (whether actual or contingent), determination, judgment, all other liabilities of any nature (whether arising under statute or under general law), including but not limited to property damage and personal injury.
- ii) **Consequential Loss** means any: loss of profits or earnings; loss of production; loss of revenue; loss of use; loss of contract; loss of goodwill; loss of opportunity; loss of value; delay costs; loss of personal or commercial property; inconvenience or aggravation; emotional distress or harm; wasted overheads; towing, transport, travel or hire charges; service call charges; lodging expenses - howsoever caused and whether direct or indirect and includes any special, indirect, consequential or pure economic loss.

17.2 To the maximum extent permitted by law:

- iii) All warranties and conditions implied by law are negated and excluded.
- iv) The Client is responsible for ensuring the Goods are suitable for its intended purpose. The Contractor does not warrant the Goods will be suitable for use for any intended purpose.
- v) Unless otherwise agreed, the Client warrants that the Goods are supplied for commercial use and not ordinary domestic or household use.
- vi) You will provide us with a reasonable opportunity to inspect any Goods and take steps to rectify their performance if required.

17.3 Notwithstanding any other provision in these terms, and to the maximum extent permitted by law, we are not liable for any Claim or Consequential Loss arising out of, caused or contributed to by:

- i) Misuse of the Goods including but not limited to when the Goods are used for a purpose beyond its design;
- ii) Negligent operation of the Goods or any machine it is attached to, whether by you, your employee, contractor or third party;
- iii) Negligent manufacture or construction of the Goods by us or by anyone else;
- iv) Damage to the Goods caused during transport or delivery by us or anyone else;
- v) The Goods causing damage to any other thing, machine, item, equipment, person or property;
- vi) The provision of incorrect or incomplete specifications to us when ordering the Goods;
- vii) The Goods not being suitable for use for your intended purpose (unless you expressly advise the purpose to us when ordering the Goods and we agree);
- viii) The Goods malfunctioning in any way for any reason;
- ix) Delays or additional costs caused by the Goods malfunctioning or failing;
- x) Cyber crime, including email intercepts or hacking, which causes you to make payment to a bank account not operated by us.

17.4 To the maximum extent permitted by law, you indemnify us and agree to make good and hold us harmless from any Claim made by any party arising out of, caused or contributed to by the Goods.

17.5 Notwithstanding any provision to the contrary in these terms, to the maximum extent permitted by law, where liability is not or cannot be entirely excluded, our liability for any Claim (howsoever arising) is limited to resupplying the Goods or, in our sole discretion, paying to you the amount you paid to us to purchase the Equipment.

17.6 If the Australian Consumer Law or any similar law implies a consumer guarantee, condition or warranty ("a guarantee"), our liability for failure to comply is limited to the repair of the Goods or the replacement or resupply of the equipment or an equivalent item or to the payment to you of the cost of the replacement or resupply of the same or equivalent goods or services (as the case may be).

17.7 The above limitation does not affect any other rights and remedies you may have us under any applicable Federal, State or Territory law in relation to the Goods. To the extent any of the above conditions are inconsistent with or void under any law, the offending provision only is struck out.

18. Intellectual Property

18.1 Where The Contractor has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of The Contractor. Under no circumstances may such designs, drawings and / or documents be used other than for the purpose of this Agreement without the express written consent of The Contractor.

18.2 The Client warrants that all designs, specifications or instructions given to the Contractor will not cause The Contractor to infringe any patent registered design or trademark in the execution of the Client's order and the Client agrees to indemnify The Contractor against any action taken by a third party against the Contractor in respect of any such infringement.

18.3 The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Contractor has created for The Client.

19. PPSR – Personal Property and Securities Act

19.1 If we elect to register an interest on the Personal Property Securities Register, the following provisions will apply. "PPSA" means *Personal Property Securities Act 2009*. "Purchase Monies Securities Interest" or "PMSI" has the meaning given in section 14 of the PPSA as amended from time to time.

19.2 You agree that these terms and conditions create a PMSI in the Goods (and their proceeds) supplied presently and in the future by us to you, and apply to every transaction between you and us. You agree to do all things necessary and execute all documents reasonably required to register the PMSI granted by you under these terms and conditions and to ensure that we acquire a perfected security interest in the goods under the PPSA.

19.3 You will, upon demand, pay all our expenses and legal costs (on a solicitor/agent/client basis) in relation to or in connection with the registration of our security interest and all other costs associated with protection and enforcement of our security interest created by these terms and conditions or by undertaking an audit under the provisions of the PPSA, or the repossession of the goods the subject of these terms and conditions or the exercise, enforcement or preservation of any right or interest under these terms and conditions or any contract that we have with you.

19.4 This PMSI does not lose its priority as a result of the renewal, refinance, consolidation or restructure of the subject matter of these terms and conditions and any purchase money obligations.

- 19.5 Until ownership of the Goods passes to you, you waive your rights under the following provisions of the PPSA, to the extent that it is permitted by law to: receive a notice of intention of removal of an accession (s.95); receive a notice that we have determined to enforce its security interest in accordance with land law (s.118); receive a notice of enforcement action against liquid assets; receive notice of an intention to seize collateral under section 123; receive a notice of disposal of goods by us purchasing the goods (s129); receive a notice to dispose of goods (s130); receive a statement of account following disposal of the goods (s132(3)(d) and s132(4)); receive notice of any proposal by us to retain the goods (s135(2)); object to any proposal by us to either retain and dispose of the goods (s137(3)); redeem the goods (s142); reinstate the security agreement (s143); and receive a statement of account if no disposal of the goods, six months (s152(4)); receive a notice of any verification statement (s157(1) and 157(3)).
- 19.6 To the extent permitted by the PPSA, these terms and conditions exclude any provisions of the PPSA which may be excluded in our discretion and which would otherwise confer rights on you.
- 19.7 You further agree that where we have rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.
- 19.8 Your right to possession of goods still owned by us under these terms and conditions shall cease if:
- You being an individual, commit an act of bankruptcy,
 - You being a company, circumstances arise where a receiver, manager, administrator or controller becomes entitled to take possession of any of its assets, any proceedings are instituted for winding up, or entering into a Deed of Company Arrangement,
 - You cease or threatening to cease conducting business in the normal manner or applying for deregistration or receives a deregistration notice,
 - any cheque or payment you provide to us is dishonoured for payment,
 - You fail to comply with any demand for payment issued by us or,
 - You breach any of the terms and conditions contained herein and/or are in default of any other agreement between the parties.
- 19.9 You expressly and irrevocably agree that we are entitled to enter any premises where the goods supplied by us (including any parts we may have installed in your equipment) are located to repossess, remove and sell such goods. You (including your successors and assigns, including any external manager or administrator) shall not object to us, or our agents, entering any premises for the purpose of this clause and agree to indemnify and keep us indemnified in respect of any claims, actions and costs that may arise against us in relation to the removal, repossession and sale of the goods pursuant to these terms and conditions including any claims brought by third parties.
- 19.10 You agree that repossession and retention of the goods pursuant to the PPSA will only satisfy so much of the monies which may become payable to us by you, as is equivalent to the our estimation of the market value of the goods as it is at the date of repossession and the repossession and retention will immediately extinguish any rights for interest we have on the value of the goods recovered.
- 19.11 Until ownership of the goods passes, you must not give to us a written demand or allow any other person to give to us a written demand requiring us to register a financing change statement under the PPSA or enter into or allow any other person to enter into the personal property securities register a financing change statement under the PPSA.
- 19.12 You agree not to change your name or undertake any changes to any documents that we have registered, require to be registered or are capable of being registered without the prior written consent from us.
- 19.13 For avoidance of doubt, these terms regarding the PPSA apply even where you are a "Consumer".
- 20. General:**
- 20.1 Failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2 These Terms and Conditions and any Agreement or Transaction to which they apply shall be governed by the laws of the State of Queensland, Australia; the State in which The Contractor holds its principal place of business and are subject to the jurisdiction of the courts of this State.
- 20.3 The Contractor may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.
- 20.4 The Client cannot licence or assign its rights or obligations under this Agreement without the written approval of The Contractor.
- 20.5 The Contractor may elect to subcontract out any part of the services it provides but shall not be relieved from any liability or obligation under this Agreement by so doing. The Client has no authority to give any instruction to any of the Contractor's sub-contractors without the authority of The Contractor.
- 20.6 Neither party shall be liable for any failure nor delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party (Force Majeure Event).
- 20.7 The Contractor holds and maintains the necessary insurances in accordance with its statutory obligations. The Contractor can provide a copy of the certificates of currency for these insurance policies upon request from the Client.