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Purchase Order Terms & Conditions

1 Applicable terms and benefit

a. If a member of the Buyer Group and the Supplier have entered into a separate contract intended to govern the supply of Goods and/or Services by the Supplier to the Buyer or other members of the Buyer Group which does not expressly include the terms and conditions of this PO (a 'Standing Arrangement'), then the terms set out in the Standing Arrangement apply and the terms and conditions in this PO (other than this clause 1) will have no effect. If there is no Standing Arrangement, these terms and conditions apply and contain the entire PO between the parties with respect to the Goods and /or Services.

b. No terms on any confirmation, shipment or delivery docket, invoice or other document issued by or for the Supplier will vary, replace or form part of this PO.

c. If a member of the Buyer Group suffers any Losses as a result of the acts or omissions of the Supplier or any of its Personnel related to the performance, non-performance or termination of this PO, the Buyer will be able to recover those Losses from the Supplier as if those Losses were suffered or incurred by the Buyer and subject to the limitations and exclusions set out in clause 8.

2 Supply of Goods and/or Services

a. The Supplier must supply the Goods and/or Services to the delivery address, by the delivery date, in the quantity and conforming to their description overleaf and in accordance with any special instructions. The Buyer may purchase Goods and/or Services for the benefit of, and use by, one or more members of the Buyer Group. Time is of the essence in the performance of the Supplier's obligations under this PO.

b. The Goods must be new and unused, free from any form of security or encumbrance, fit for the purpose for which goods of that kind are commonly supplied or bought (and for any other purpose notified by the Buyer), be suitably packed to avoid damage in transit or in storage, be of merchantable quality, be free from defects and comply with all applicable standards and Laws. If the Goods have the potential to affect a person's health or safety, they must be supplied together with information about the potential risk(s) to health or safety and instructions on how to eliminate the risk(s) so far as reasonably practicable (including any applicable safety data sheets and all other information and materials specified by the Buyer).

c. The Services must be supplied with due care and skill. The Supplier agrees to provide its own adequate equipment as necessary to perform the Services.

d. If requested by the Buyer, the Supplier of any Services agrees to submit a record of all time spent in the form of itemised time sheets or as otherwise reasonably specified by the Buyer (including of the Personnel) in the supply of the Services.

e. If requested by the Buyer, the Supplier must supply all engineering, technical, manuals and other data required for the satisfactory use, maintenance, repair, installation or operation of the Goods.

f. In supplying the Goods and/or Services, the Supplier must not interfere with the Buyer's activities or the activities of any other person at the delivery address.

g. The Supplier must ensure that it does not use any goods, components or materials in connection with the delivery of this PO that it knows or should reasonably suspect have been sourced or made using Modern Slavery.

h. The Supplier shall promptly notify the Buyer of any Notifiable Incident, and must immediately notify the Buyer of any fact or circumstance that affects the ability of the Supplier to supply the Goods and/or Services in a manner that is safe and without risks to health.

i. Nothing in this PO is to be interpreted as creating an employment, agency, partnership or joint venture relationship between the Buyer and the Supplier. The Supplier accepts all legal responsibility in relation to its engagement of its Personnel, including the appropriate characterisation of those working relationships, ongoing maintenance of those working relationships and compliance with all applicable employment, industrial and labour hire licensing Laws. The Supplier agrees that its Personnel shall not be entitled to receive from the Buyer Group any employment benefits which employees generally (or the Supplier's employees specifically) have, for example paid leave, termination of employment, superannuation contributions, redundancy pay or any other entitlements as prescribed by any applicable employment or industrial legislation.

3 Personnel

a. The Supplier must ensure that, before each of the Supplier's Personnel commences activities in relation to the delivery of the Goods and/or Services, that Personnel:

   i. is suitably skilled, experienced and qualified to perform activities in relation to the Goods and/or Services to the standard required under this PO;

   ii. is aware of, and will comply with, the Supplier's obligations under this PO as if they were the Supplier; and

   iii. if intended to have access to the Buyer's sites and/or systems, must have successfully passed any background checks reasonably required by the Buyer; and

   iv. if the Personnel is proposed to be engaged as subcontractor in performing the activities in relation to the Goods an/or Services, the Supplier has notified the Buyer in writing of the subcontracting arrangements and confirmed in writing that the relevant Personnel is aware of, and will comply with, the Supplier's obligations under this PO as if they were the Supplier.

b. If requested by the Buyer, the Supplier must arrange for the removal and replacement of Personnel from carrying out activities in respect of the delivery of the Goods and/or Services under this PO.

c. The Supplier:

   i. is not, as a result of any subcontract, relieved from the performance of any obligation under this PO; and

   ii. is liable for all acts and omissions of all its Personnel as if they were the acts or omissions of the Supplier.

4 Compliance with Laws and APA Policies

a. In providing the Goods and/or Services and performing its obligations under this PO, the Supplier must (and must ensure that each of its Personnel) comply with all applicable Laws (including relating to health and safety and Modern Slavery and Privacy Laws) and Government Approvals and the Buyer's reasonable directions in relation to the Supplier's compliance with this PO.

b. Without limiting clause 4(a), the Supplier must (and must ensure that each of its Personnel):

   i. conform to reasonable standards of behaviour and conduct, and uphold the principles and standards of the Supplier Code of Conduct;

   ii. comply with any relevant Buyer standards and procedures notified to the Supplier (including, in particular, all health, safety and environmental standards); and

   iii. comply with all APA Policies, including in relation to:

      (A) the use of and access to the Buyer's site and the Buyer's ICT Systems; and

      (B) Modern Slavery, anti-money laundering, anti-bribery and Conflict of Interest.

c. The Supplier must immediately notify the Buyer in writing if it becomes aware of any actual or potential breach of this clause 4.

d. Failure to comply with this clause 4, will give rise to a right for the Buyer to suspend or reduce the Goods and/or Services, or terminate this PO pursuant to clause 14.

5 Price and payment

a. The Price is fixed and includes all costs incurred by the Supplier in supplying the Goods and/or Services (including charges for packing, insurance, freight and delivery and the cost of any items used or supplied in performing the Services) and all taxes and duties (except GST).

b. The Supplier may invoice the Buyer on completion of the Services or on or after the Goods have been accepted by the Buyer (whichever occurs later). Each invoice must be a valid tax invoice. The Supplier must ensure the tax invoice and all delivery slips and correspondence are marked with the PO number overleaf, item descriptions, quantities, prices and such other information as the Buyer reasonably requires to identify the relevant Goods and/or Services.

c. Subject to clause 5(d) the Buyer must pay each valid tax invoice less any amounts that the Buyer is by Law required to deduct together with any applicable GST within 30 days from the end of the month in which the tax invoice is received or dated, whichever is later. Payment of any monies by the Buyer is on account only and not evidence that the Goods and/or Services comply with this PO.

d. The Buyer may set off from any amount due to the Supplier, any amounts due from the Supplier to the Buyer pursuant to the terms of this PO.

6 Inspection of Goods & Services

a. Signing a delivery document or paying for the Goods and/or Services does not mean the Buyer has accepted the Goods and/or Services. Subject to clause 6(b), the Buyer will accept the Goods and/or Services (if they are not defective) after inspecting them within a reasonable time after delivery.

b. If any Goods and/or Services do not comply with any part of this PO, the Buyer may, in its sole and absolute discretion, reject the Goods and/or Services and, without prejudice to any of the Buyer's other rights, require the Supplier to either:

   i. at no additional cost to the Buyer, immediately rectify the defect or deficiency; or

   ii. refund or credit the relevant amount paid or payable by the Buyer to the Supplier.

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7 Title and risk

a. The risk of loss of or damage to the Goods will pass to the Buyer when the Buyer accepts the Goods. Title in the Goods passes to the Buyer on the earlier of the Buyer accepting the Goods or the Buyer paying for the Goods.

b. All intellectual property rights created in connection with the Supplier supplying any Services vest in the Buyer, and the Supplier assigns all such intellectual property rights to the Buyer, on and from the date of their creation. The Supplier grants to the Buyer and each member of the Buyer Group a perpetual, assignable, royalty-free licence to use any other intellectual property rights to the extent needed for the Buyer or any member of the Buyer Group to use the Services.

8 Liability, indemnity and insurance

a. Neither party is liable to the other for any loss of revenue, profit, income, use or production except to the extent the loss is covered by insurance held by the Supplier.

b. The Supplier indemnifies the Buyer against any and all Losses suffered by the Buyer, any member of the Buyer Group or any of their Personnel related to a failure to supply the Goods and/or Services in accordance with this PO or a negligent act or omission of the Supplier or any of its Personnel, except to the extent caused by the negligence, breach of contract or wilful misconduct of the Buyer, any member of the Buyer Group or any of their Personnel.

c. The Supplier must obtain and maintain insurance with a reputable insurer in Australia sufficient to cover any loss and damage for which the Supplier may be liable in connection with this PO and must provide evidence of that insurance to the Buyer upon request.

d. If the Supplier is supplying the Goods and/or Services as trustee of a trust, it does so in its own right and as trustee of the trust and represents that it has the power under the trust deed to enter into this PO and does so for the benefit of all the beneficiaries of the trust.

9 Confidential Information

a. The Supplier must keep all Confidential Information of any member of the Buyer Group that it acquires in acting in relation to this PO, confidential, safe and secure, use it only for the purposes of this PO, not disclose it to any person (except as required by law and to Personnel of the Supplier that have a need to know for the purposes of this PO and that are obliged to keep the information confidential) and destroy it when the Supplier has performed all of its obligations under this PO or this PO terminates.

10 Human Rights, including Modern Slavery

The Supplier must:

a. have in place, and maintain at all times, adequate and reasonable policies, controls, procedures and training designed to prevent, detect, assess, manage and remedy (as appropriate) the risk of Human Rights Impact, including Modern Slavery, in its operations and supply chain;

b. not, and must not permit the Supplier's Personnel or its suppliers to cause or contribute to Modern Slavery;

c. upon request, provide to the Buyer, information to assist the Buyer in undertaking due diligence on its supply chain, including by way of a questionnaire issued periodically;

d. notify the Buyer as soon as reasonably practicable of any Human Rights Impact, including any instance of Modern Slavery identified in the Supplier's operations or supply chains, and any steps the Supplier has taken, or proposes to take, in response to the instance of Modern Slavery; and

e. in the event of a Human Rights Impact, including Modern Slavery, being identified in connection with this PO, undertake appropriate remediation actions at the Supplier's own cost and in accordance with any directions or standards required by the Buyer.

11 Anti-bribery and Sanctions

The Supplier must:

a. have in place, and maintain, adequate and reasonable policies, controls and training designed to prevent the Supplier's Personnel from engaging in conduct that would contravene bribery legislation;

b. not, and ensure the Supplier's Personnel do not give, receive, promise, offer or request, either directly or indirectly a Bribe or gifts or hospitality in breach of the Supplier Code of Conduct to any person;

c. not, and ensure the Supplier's Personnel do not, engage in any activity or conduct which would contravene any anti-money laundering, competition or trade control laws, irrespective of where such activity, practice or conduct takes place;

d. keep accurate books and records in relation to its performance of its obligations in this clause 11;

e. promptly provide all information and records reasonably requested by the Buyer, or its agents, to assist the Buyer to assess the Supplier's compliance with this clause 11;

f. not engage in any transaction or activity, directly or indirectly, for the benefit of, or associated with, any person or entity designated by a relevant Sanctions authority; and

g. not engage in any activity that could amount to a breach of any relevant Sanctions.

12 Security of critical infrastructure

a. The Supplier acknowledges the Buyer has obligations under the SOCI Act and CIRMP Rules.

b. The Supplier must provide, within the timeframes and in the form or format requested by the Buyer, all reasonable support, cooperation or assistance (including the provision of any information or documents) requested by the Buyer to enable or assist the Buyer to:

   i. comply with the Buyer's obligations and requirements under the SOCI Act and CIRMP Rules; or

   ii. exercise, perform or otherwise discharge the Buyer's rights, powers, functions or obligations under the SOCI Act and CIRMP Rules.

13 Security, Privacy and Data Protection

a. The Supplier must, and must ensure that its Personnel ensure that Buyer Data is stored in Australia only, except where expressly authorised in writing by the Buyer.

b. The Supplier must not, and must ensure that any person to whom it discloses Buyer Data in connection with this PO does not:

   i. disclose any Buyer Data except:

      (A) to the minimum extent required to perform its obligations under this PO;

      (B) as required by Law; or

      (C) with the prior written consent of the Buyer; or

   ii. transfer or disclose any Buyer Data to any recipient outside of Australia, or allow or permit access to the Buyer Data from outside Australia, without:

      (A) obtaining the prior written consent of the Buyer, which the Buyer may grant or withhold in its sole discretion; and

      (B) providing the Buyer with all relevant information relating to the proposed transfer, disclosure or access which is required by the Buyer in order to determine whether to grant its consent.

c. the Supplier must, during the term of this PO comply with:

   i. any security controls with which the Supplier has indicated it will be compliant, on or before the date by which it indicated it would become compliant;

   ii. any additional security controls with which the Buyer requires the Supplier to comply and which are notified to the Supplier from time to time; and

   iii. immediately notify the Buyer of any non-compliance this clause 13(c).

d. The Supplier warrants that it will, and will ensure that its Personnel, employ a Best Industry Practice approach to preventing Data Breaches and Cyber Security Incidents and not do, or fail to do, anything which amounts to a Data Breach or Cyber Security Incident.

e. If the Supplier becomes aware or suspects that a Data Breach or a Cyber Security Incident has occurred or is likely to occur, then the Supplier must immediately notify the Buyer of that awareness or suspicion, regardless of the impact or cause.

f. If the Buyer becomes aware, or suspects that a Data Breach or a Cyber Security Incident has occurred or is likely to occur, and notifies the Supplier of such awareness or suspicion, or the Supplier ought to have notified the Buyer in accordance with clause 13(e), then the Supplier must:

   i. provide the Buyer with full details of such actual or suspected Data Breach or Cyber Security Incident;

   ii. immediately investigate, in accordance with Best Industry Practice such actual or suspected Data Breach or Cyber Security Incident;

   iii. comply with all directions given by the Buyer in connection with, and cooperate with the Buyer in any investigation in relation to, such actual or suspected Data Breach or Cyber Security Incident;

   iv. take all necessary steps to prevent continuation of the Data Breach or Cyber Security Incident; and

   v. keep the Buyer informed of the conduct and progress of the matters under this clause 13(f) and any additional information in relation to the Data Breach or Cyber Security Incident which becomes known to the Supplier or its Personnel.

14 Termination

a. The Buyer may, without liability to the Supplier, terminate this PO with immediate effect on the provision of written notice to the Supplier at any time prior to delivery of Goods or Services.

b. A party (a **Non-Defaulting Party**) may give the other party (a **Defaulting Party**) a Breach Notice if the Defaulting Party breaches any obligation under this PO.

c. If a breach identified in the Breach Notice (**Default**) is not remedied to the Non-Defaulting Party's reasonable satisfaction by the date specified in the Breach Notice or, if no date is specified in the Breach Notice, 30 days after the Defaulting Party received the Breach Notice, the Non-Defaulting Party may, by written notice with immediate effect:

   i. suspend the whole or any part of the performance of this PO;

   ii. suspend payments to the Defaulting Party until the date on which the Defaulting Party remedies the breach;

   iii. reduce, in part or entirely, the supply of Goods and/or performance of Services that the Supplier is obligated to provide and/or perform in accordance with this PO, and procure that the reduced supply and/or performance be undertaken by a third party (including in circumstances where the Supplier suffers or commits an Insolvency Event); or

   iv. terminate this PO.

d. Termination under this clause 14 does not affect the rights or obligations of the parties accrued under this PO prior to the Date of Termination or which otherwise may arise at any future time from any breach or non-observance of obligations under this PO arising prior to the Date of Termination, in addition to any other rights, powers or remedies provided by Law.

e. The Buyer's liability to the Supplier will be limited to the payment of amounts payable for Goods and/or Services provided but not yet paid up to the Date of Termination.

f. If an Insolvency Event occurs in respect of a party (the **Insolvent Party**), that Insolvent Party must immediately notify the other party (the **Non-Insolvent Party**) that an Insolvency Event has occurred (**Insolvency Notice**).

g. If the Insolvency Event the subject of an Insolvency Notice continues to subsist for a period of 5 days after the date of the Insolvency Notice, the Non-Insolvent Party may suspend or reduce the Goods and/or Services, or terminate this PO in accordance with clause 14(b) above.

15 General

a. This PO is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts in that State.

b. Any delay by the Buyer in enforcing any of its rights under this PO is not a waiver of any of its rights.

c. The Supplier may not assign, transfer, encumber or otherwise deal with its rights or obligations under this PO without the Buyer's prior written consent.

d. Where reasonably possible, the Supplier must seek commitments from its subcontractors that are at least as onerous as those set out in clauses 10 and 11 in the performance of this PO.

e. Clauses 8, 9, 13, 14 and any other provisions which are expressed to, or by their nature, survive termination or expiration of this PO, will survive termination or expiration of this PO.

16 Definitions

APA Policies means the Buyer's policies and procedures as notified to the Supplier from time to time, including the Supplier Code of Conduct.

Best Industry Practice means:

a. exercising the degree of skill, care, diligence, prudence and foresight to be expected from a skilled and competent service provider experienced in providing Goods and/or Services commensurate to the type, size, value and complexity of the Goods and/or Services;

b. using the relevant Australian standards or, in their absence, such other relevant international standards for materials and workmanship; and

c. using materials and workmanship suitable for their respective purposes.

Breach Notice means a notice issued pursuant to clause 14 that:

a. states that it is a "Breach Notice";

b. details the alleged breach;

c. requires the Defaulting Party to remedy the breach;

d. specifies the steps to be taken to remedy the breach; and

e. may specify a date by which the Defaulting Party must remedy the breach.

Bribe means

a. any conduct that will contravene bribery legislation and includes a minor payment made to a Government Official to secure or speed up a routine government action (also known as a facilitation payment); or

b. regardless of its legality, giving or offering to, or receiving or requesting from, the Buyer or its Personnel or customers, whether directly or indirectly:

   ii. undisclosed payment or acceptance of any commission, fee, amount or rebate; or

   iii. a gift or entertainment, business arrangement or other benefit,

   that would result in detriment to the Buyer or the customer of the Buyer.

Buyer means the company specified overleaf that issued this Purchase Order.

Buyer Group means Buyer and its Related Bodies Corporate or any third party owner of the asset for which the Goods or Services are being procured.

Buyer Data means all data and information which:

a. is accessed, collected, stored, processed, retrieved, used or generated by the Buyer in the course of performing this PO or otherwise in connection with the Goods and/or Services;

b. is supplied by a Buyer Group member to the Supplier under or in connection with this PO or the Goods and/or Services;

c. relates to a Buyer Group member's operations, facilities, customers, Personnel, assets, programs or the Goods and/or Services; or

d. is developed by or on behalf of the Supplier which incorporates, modifies or supplements any Buyer Data,

and includes Buyer Personal Information.

Buyer Personal Information means any Personal Information the Supplier is provided with, collects or accesses in connection with this PO.

CIRMP Rules means the Security of Critical Infrastructure (Critical Infrastructure Risk Management Program) Rules (LIN 23/006) 2023 (Cth).

Confidential Information means all information disclosed by a party or any of its Related Companies to the other party or any of its Related Companies which by its nature is confidential or which the recipient ought reasonably to be aware is the confidential information of the disclosing party, but does not include information which:

e. is in the public domain otherwise than as a result of a breach of this PO or an obligation of confidence owed to the disclosing party;

f. is received from a third party provided it was not acquired directly or indirectly by that third party as a result of a breach of this PO or an obligation of confidence owed to the disclosing party; or

g. is developed independently by the recipient.

Conflict of Interest means any pecuniary or other interest of the Supplier or its related entities, personnel or subcontractors, whether actual, potential or perceived, in any matter which conflicts with the Supplier's obligations, rights or liabilities arising out of or in respect of this PO.

Corporations Act means the Corporations Act 2001 (Cth).

COR Laws means Laws relating to fatigue management, speed and mass, dimension and load restraint compliance requirements generally referred to as "Chain of Responsibility" laws or "National Heavy Vehicle" laws and vehicle standard requirements.

Cyber Security Incident has the meaning given in section 12M of the SOCI Act.

Data Breach includes:

h. any instance where there is or may be unauthorised use of, access to, or unauthorised modification or disclosure of, Buyer Data; or

i. any instance where Buyer Data has been lost in circumstances where unauthorised use of, access to, or modification or unauthorised disclosure of, the Buyer Data or Buyer Personal Information may occur,

but does not include a Cyber Security Incident.

Date of Termination means the date on which this PO terminates in accordance with clause 14 of this PO.

Default has the meaning given in clause 14.

Defaulting Party has the meaning given in clause 14.

Goods means the goods, if any, specified overleaf.

Government Approvals means any authorisation, consent, approval, licence, registration, ruling, condition, permit, determination, certificate, exemption, filing, order, judgment or publication of any Government Authority.

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Government Authority means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, government or regulatory department, commission, body, instrumentality, minister, tribunal or court, agency or other authority.

Government Official means a representative from any level of government, public international organisation, state-owned or controlled entity, agency or enterprise, judiciary or any political party.

GST means the tax described in A New Tax System (Goods and Services Tax) Act (Cth) 1999.

Human Rights means rights and freedoms universally recognised in international law, domestic law or international declarations or standards including but not limited to those that are set out in The Universal Declaration of Human Rights, The International Labour Organisation's Declaration on Fundamental Principles and Rights at Work and includes Modern Slavery Laws.

Human Rights Impact means any actual or potential adverse Human Rights effect.

ICT Systems means an arrangement consisting of computing or telecommunications hardware, software and data which may be connected by a network (which may be the internet or an intranet) that facilitates the use of information and communication technology by users, including operational technology (OT) systems, including Supervisory Control and Data Acquisition (SCADA) systems, Human Machine Interfaces (HMIs) and other similar systems.

Insolvency Event means an event where:

j. a party is an insolvent under administration, insolvent (each as defined in the Corporations Act) or informs the other party or its creditors generally that it is insolvent; or

k. a party commits an act of bankruptcy, has a bankruptcy petition presented against it, or is made bankrupt.

Insolvency Notice has the meaning given in clause 14(f).

Insolvent Party has the meaning given in clause 14(f).

Law means from time to time any statute, regulation, code, standards, award or other subordinate legislation or legislative instrument of a State, Territory or the Commonwealth, any rule of common law or equity, and any legally binding or enforceable requirement of a Government Authority.

Losses means all liabilities, losses, damages, costs and expenses (including legal costs, whether incurred or awarded) whether arising in contract, tort (including negligence) or otherwise.

Modern Slavery means internationally recognised exploitative practices, including human trafficking, slavery, slavery-like practices, servitude, forced labour, forced marriage, debt bondage, the worst forms of child labour, and deceptive recruiting for labour services.

Modern Slavery Laws means any law or regulation which prohibits, or creates a reporting or due diligence obligation in connection with Modern Slavery or Human Rights and is applicable or otherwise in force in the jurisdiction(s) in which the Supplier is registered or conducts business or in which activities relevant to this PO are to be performed.

Non-Defaulting Party has the meaning given in clause 14.

Non-Insolvent Party has the meaning given in clause 14(f).

Notifiable Incident means an incident (including a near miss) that is required to be notified to a Government Authority under work, health & safety Laws, COR Laws or P&G Laws and that arises during the performance of the Services.

Personal Information has the meaning given in the Privacy Laws.

Personnel of a person means the officers, employees, contractors and agents of that person or that person's Related Bodies Corporate.

Price means the price as specified overleaf.

Privacy Laws means:

l. the Privacy Act 1988 (Cth);

b. any legislation (to the extent that such legislation applies to the Supplier or a member of the Buyer Group or any other recipient of Personal Information) from time to time in force in any:

   i. Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); or

   ii. non-Australian jurisdiction (to the extent that the Buyer Group member or any Personal Information or the Supplier is subject to the Laws of that jurisdiction),

   affecting privacy, Personal Information or the collection, handling, storage, processing, use or disclosure of personal data; and

c. any binding ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of the legislation referred to above, as amended from time to time.

Purchase Order or **PO** means this document, including any schedule or annexure to it.

P&G Laws means the Petroleum and Gas (Production and Safety) Act 2004 (Qld) and its associated regulations.

Related Body Corporate has the meaning given to it in the Corporations Act.

Related Company means a related body corporate as defined in section 50 of the Corporations Act.

Sanctions means any trade, economic or financial sanctions, including import and export restrictions, administered or enforced by (without limitation) the United Nations Security Council, United States Department of the Treasury's Office of Foreign Assets Control, the European Union and its member nations, His Majesty's Treasury (United Kingdom), Switzerland, the Australian Department of Foreign Affairs and Trade, or any other relevant sanctions authority.

Services means the services, if any, as specified overleaf.

SOCI Act means the Security of Critical Infrastructure Act 2018 (Cth).

Standing Arrangement has the meaning given in clause 1(a).

Supplier means the supplier entity specified overleaf as the 'Supplier'.

Supplier Code of Conduct means the Buyer's Supplier Code of Conduct available at https://www.apa.com.au as amended from time to time.