



## SERVICES PURCHASE ORDER GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In these General Terms and Conditions the following words and expressions have the following meanings:

**"Affiliate"** means a related body corporate as defined in section 9 of the *Corporations Act 2001* (Cth).

**"Business Day"** means a day which is not a Saturday, Sunday, a public holiday (for the whole day) or a bank holiday (for the whole day) in the State of New South Wales and the Independent State of Papua New Guinea.

**"Claims"** mean any claim, action, suit, proceeding (including proceeding for contribution or indemnity), demand, judgement, loss, expense (including economic loss, interest, and consequential loss of profit) or liability incurred by or to or made or recovered by or against any person, howsoever arising and whether present, unascertained, immediate future or contingent.

**"Company Group"** means the Company, its Co-Venturers, its and their respective Affiliates and its and their respective directors, officers, employees and consultants but, for the avoidance of doubt, does not include the Contractor.

**"Completion"** means the time at which:

- (a) the Services meet the requirements of this SPO;
- (b) the tests which are required under this SPO to be carried out and passed before Completion occurs have been carried out and passed; and
- (c) documents and other information required under this SPO which are, in the reasonable opinion of the Company, essential for the use, operation and maintenance of the Services have been supplied to the Company.

**"Contractor Group"** means the Contractor, its subcontractors of any tier, its and their respective Affiliates and its and their respective directors, officers, employees and consultants.

**"Contractor Personnel"** means all persons employed by the Contractor to perform the Services.

**"Co-Venturers"** means any co-venturers with the Company from time to time having an interest in the exploration or production licence under which work is being performed and the successors in interest of such Co-Venturers or the assignees of any interest of such Co-Venturers.

**"Day"** means a calendar day.

**"Effective Date"** means the "S.P.O Issue Date" as specified on the first page of this SPO.

**"Fee"** has the meaning given to it in clause 3.1.

**"Force Majeure Event"** is limited to the following events only:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not, acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (b) earthquake, flood, fire, explosion or other natural physical disasters, but excluding weather conditions regardless of severity;
- (c) strikes at a national or regional level or industrial disputes at a national or regional level by labour not employed by the affected party, its sub-contractors or suppliers and which affect a substantial or essential portion of the Services or Services;
- (d) governmental or quasi-governmental restraints, inability or delay in obtaining governmental or quasi-governmental

approvals, consents, permits, licences, authorities or allocations; and

- (e) maritime or aviation disasters.

**"General Terms and Conditions"** means these General Terms and Conditions and applicable to this SPO.

**"Government"** means the government of PNG and **"Governmental"** has a corresponding meaning.

**"GST"** has the meaning given to that term in the GST Act.

**"GST Act"** means the *Goods and Services Tax Act 2003* of the Independent State of Papua New Guinea.

**"Income Tax Act"** means the *Income Tax Act 1959* of the Independent State of Papua New Guinea.

**"Indemnify"** means release, defend, indemnify and hold harmless.

**"Insolvency Event"** means in respect of a party (other than for the purpose of solvent reconstruction or amalgamation):

- (a) a receiver, receiver and manager, liquidator, provisional liquidator, trustee, administrator, controller, inspector appointed under any companies or securities legislation, or similar official is appointed in respect of that party or any of its property, or security over any substantial part of its assets is enforced;
- (b) the party ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or makes an assignment for the benefit of, or enters into or makes any arrangement or compromise with, that party's creditors or threatens to do so, or stops payments to its creditors generally;
- (c) the party is, becomes, or is deemed to be insolvent;
- (d) a distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of its assets and is not stayed within 14 days;
- (e) anything having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction; or
- (f) in the event that the party is an individual, anything having a similar effect to any of the events specified above happens in respect of that individual.

**"Liability"** means a Claim of any nature, whether under the law of contract, the law of tort or any other law or under any statute.

**"Loss"** includes any loss, liability, damage, destruction, injury, accident, Claim or cost incurred at any time, and any fact causing or giving rise to any loss within any previous meaning, whether directly or indirectly, actually or potentially.

**"Party"** means each of the Company and the Contractor as appropriate, and **"Parties"** means both of the Company and the Contractor.

**"Personal Injury"** includes death, disease, illness and mental and bodily injury.

**"PNG"** means the Independent State of Papua New Guinea.

**"Products"** means any products or items produced or supplied by the Contractor as part of the Services.

**"Services"** means all services, equipment, materials, articles or any other property or parts provided or to be provided to the Company by the Contractor in accordance with this SPO and includes, without limitation, all services including design, manufacture, modification, inspection, testing, expediting, quality assurance and control, painting, and delivery as specified or required in this SPO.



## SERVICES PURCHASE ORDER GENERAL TERMS AND CONDITIONS

"Services Purchase Order" or "SPO" means the contract formed by the acceptance of this services purchase order and incorporates these General Terms and Conditions as may be amended by any Special Conditions.

"Special Conditions" means those special conditions as detailed in Schedule A to this SPO.

"Taxes" means any, without limitation, income tax, superannuation charges, group taxes, payroll tax, levy, royalty, duty, fee, tariffs, impost, withholding taxes, salary and wage tax, foreign contractor withholding tax, training levy or other tax or charge imposed by the Government, agency or other authority authorised by law, whether in PNG or any other taxing authority claiming jurisdiction over this SPO, that may be assessed or levied on account of or resulting from the Contractor's performance of this SPO or the Services supplied under this SPO or otherwise.

"Third Party" means any person who is not a member of either the Company Group or the Contractor Group.

### 1.2 Interpretation

In these General Terms and Conditions, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of these terms and conditions;
- (d) if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day;
- (e) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (f) the word "month" means calendar month and the word "year" means 12 months;
- (g) the words "in writing" include any communication sent by letter, facsimile transmission;
- (h) a reference to all or any part of a statute, rule, regulation or ordinance ("statute") includes that statute as amended, consolidated, re enacted or replaced from time to time;
- (i) wherever "include" or any form of that word is used it must be construed as if it were followed by "(without being limited to)";
- (j) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body;
- (k) delivery terms in this SPO are as defined in the 2000 edition of 'INCOTERMS', issued by the Headquarters of the International Chamber of Commerce in Paris, France.

### 2. TERM

This SPO will take effect from the Effective Date and will continue in full force and effect until Completion occurs or until otherwise terminated in accordance with these General Terms and Conditions.

### 3. PRICES AND PAYMENT

3.1 Subject to the performance of the Services to the satisfaction of the Company and otherwise in accordance with this SPO, the Company must pay the Contractor:

- (a) the lump sum price; or
- (b) in accordance with the rates,

as specified on the above panel pages of this SPO ("Fee").

3.2 All prices are fixed and not subject to any variation, including but not limited to, variations in the cost of labour, materials or exchange rates, unless otherwise provided for in the Special Conditions or this SPO.

3.3 The Company will not be liable to pay the Contractor any compensation, reimbursement of expenses, fees or any other payment whatsoever, other than the Fee.

3.4 At the end of each month, the Contractor must submit an invoice to the Company for the Services provided by the Contractor during that month and not included on previous invoices.

3.5 Each invoice must include this SPO's project number and title and must be forwarded together with full original documentary evidence. All invoices will be in such detail as may be requested by the Company.

3.6 All undisputed and approved invoices will be paid by the Company within 30 Days after receipt of such invoice.

3.7 Payment of any invoice does not prejudice the right of the Company to claim reimbursement of any charge found to be invalid in whole or in part at a later date.

3.8 If the Company in good faith disputes whether the whole or part of an invoice submitted by the Contractor is payable, the Company:

- (a) may withhold the disputed amount of that invoice until settlement of the dispute; and
- (b) must give written notice to the Contractor, within 10 Business Days after receiving the invoice, of the amount disputed and reasons for the dispute.

3.9 The Contractor must issue a revised invoice to the Company specifying the undisputed items. The Company must pay the agreed amount for that invoice within 30 Days after receipt of such revised invoices.

3.10 Upon resolution of the disputed items in an invoice, the Contractor must issue a revised invoice to the Company specifying the agreed amount to be paid. The Company must pay the agreed amount for that invoice within 30 Days from the date the Parties resolved the dispute.

3.11 If the Company and Contractor are unable to resolve any disagreement between them regarding the amount disputed within 5 Business Days of the Contractor receiving the Company's notice under clause 3.8(b), either Party may invoke the dispute resolution process in clause 9.

### 4. TESTING AND INSPECTION

4.1 The Company may inspect all equipment, materials and workmanship provided by the Contractor and, subject to the provisions of this SPO, may require alterations to be made on any part or parts, and the Contractor must give the Company access to the Contractor's premises for such inspections during normal working hours.

4.2 Any inspection by the Company will not relieve the Contractor from its obligations to comply with the requirements of this SPO and will in no way impair the Company's right to require subsequent correction of non conforming Services.

4.3 The Contractor is deemed to have examined all documents furnished by the Company and any other relevant information in relation to the Services to have fully satisfied itself regarding the conditions, risks, contingencies and other circumstances that might affect the provision of the Services. No increase in price will be allowed for the Contractor's failure to ensure that it is fully informed regarding this SPO.

### 5. RECORDS AND AUDIT

5.1 The Contractor must:



## SERVICES PURCHASE ORDER GENERAL TERMS AND CONDITIONS

- (a) keep complete and proper books and records of income and expenditure, assets and liabilities, correspondence and subcontractors' personnel in a form which will allow the accurate and prompt extraction of information regarding the performance of the Services separate to other activities of the Contractor;
- (b) ensure that those books and records are prepared according to relevant legislation and generally accepted accounting principles and show a true and fair view of all transactions and the financial and contractual position of the Contractor relating to the performance of the Services; and
- (c) organise and safely store all books, records, invoices, timesheets, bank statements, accounts, agreements and other documents relating to the Services.
- 5.2 The Company's authorised representatives may have access during the term of this SPO and for a period of 2 years from the date of Completion of the Services or earlier termination of this SPO to all of the Contractor's and its subcontractors' books and records to audit and verify that charges are in accordance with this SPO or for any other reasonable purpose.
- 5.3 The Contractor must ensure that any of its subcontractors entered into under this SPO provides the Company with the same audit rights.
- ### 6. PERSONNEL, EQUIPMENT AND MATERIALS
- 6.1 The Contractor must provide and furnish all personnel, tools, equipment, materials, supplies and transportation necessary to complete the Services.
- 6.2 Notwithstanding any other provision of these General Terms and Conditions the Contractor is accountable and responsible for the care, custody and control of all materials, equipment, supplies and Products furnished by or entrusted to the Contractor which are to be incorporated in the Services.
- ### 7. WARRANTY
- 7.1 The Contractor warrants and represents to the Company that:
- (a) the Contractor has full power and authority to execute this SPO and to perform and observe all of its terms and provisions;
- (b) this SPO has been duly executed by the Contractor and is a legal and binding agreement of the Contractor enforceable against it in accordance with the terms of this SPO;
- (c) the Contractor shall comply with all laws and the requirements of any relevant authority relating to the Services;
- (d) the Contractor has the skill and judgment and knowledge of best industry practices and procedures necessary to undertake the Services;
- (e) the Contractor has made its own independent investigations and assessments of all that information and has relied upon those investigations and assessments for the purposes of this SPO;
- (f) the Contractor will not accept or give any secret commission or benefits of any kind in connection with the Services;
- (g) the Services supplied in performance or purported performance of this SPO shall comply with the quality, quantity, frequency, number, nature, description, conditions and times for performance required by this SPO; and
- (h) any Products supplied by the Contractor:
- (i) conform with any description provided to the Contractor;
- (ii) are free from encumbrance at the time of supply;
- (iii) are fit for their intended purpose;
- (iv) are free from defects in materials and workmanship;
- (v) are of merchantable quality;
- (vi) are delivered in accordance with this SPO;
- (vii) conform with all applicable industry standards; and
- (viii) come with a warranty from the Contractor to the Company in the same terms (or on terms no less favourable to the Company) as the warranties regarding the Products given by the manufacturer of the Product to the Contractor.
- 7.2 Without limiting the operation of any other provision of these General Terms and Conditions, the Company is entitled to the benefit of all warranties conferred by law and the operation of any such warranty for the benefit of the Company may not be excluded by the Contractor.
- 7.3 Liability
- To the maximum extent permitted by law, the Contractor's liability for a breach of a condition or warranty is limited to, at the Company's election, at the Contractor's own expense:
- (a) the cost of performing such Services again; or
- (b) the payment of the cost of having such Services supplied again.
- ### 8. INDEMNITY AND INSURANCE
- 8.1 The Contractor is responsible for and must Indemnify each member of the Company Group from and against all Claims and Liabilities in respect of any breach or alleged breach of patent, registered design, trade mark, copyright or other proprietary right in respect of the Services or other obligations under this SPO.
- 8.2 The Contractor agrees to Indemnify the Company Group against all Claims resulting from the Personal Injury to any person or Loss of property arising out of the performance of the Services or any activity incidental to the performance of the Services to the extent that the Personal Injury is caused or contributed to by the tortious act or omission or statutory breach of a member of the Contractor Group.
- 8.3 Insurance
- (a) The Contractor must, during the term of this SPO, take out and maintain at its own expense the following insurances or that required by applicable law:
- (i) third party legal liability insurance covering bodily injury, sickness or death and loss of or damage to property in an amount of at least five million US dollars (US\$ 5,000,000) or such other amount as specified in the Special Conditions for each claim or series of claims arising out of any one incident;
- (ii) motor vehicle third party liability insurance;
- (iii) insurance to comply with any workers compensation legislation and such other similar laws to the extent applicable; and
- (iv) any other insurances that a reasonable and prudent person engaged in the relevant industry would effect and maintain.



## SERVICES PURCHASE ORDER GENERAL TERMS AND CONDITIONS

- (b) The taking out of insurance under this SPO does not relieve the Contractor of any of its obligations or liabilities under this SPO or otherwise at law.
- (c) The insurances referred to in clause 8.3(a) must:
- (i) name the Company Group as co-insureds with the Contractor to the extent of the indemnities given by the Contractor in this SPO;
  - (ii) be taken out with an independent and reputable insurer;
  - (iii) contain cross liability and a waiver of insurer's rights of subrogation against each member of the Company Group to the extent of the indemnities given by the Contractor in this SPO; and
  - (iv) prior to commencing the Services or at the request of the Company, produce evidence to the satisfaction and approval of the Company of the insurances required to be effected.

### 8.4 Liquidated Damages

The Contractor agrees that the amount specified for liquidated damages (if any) in this SPO may be deducted from any money owing to the Contractor from the Company as liquidated damages and not as a penalty each week or part week, up to a maximum as specified in the Special Conditions (if any) provided always that the above provisions are without prejudice to any other rights or remedies available to the Company under this SPO or otherwise at law. Such amount is liquidated damages for delay and is agreed as being a genuine pre-estimate of the Company's loss in the event of such delay.

- 8.5 The provisions of this clause 8 survive the expiry or earlier termination of this SPO.

## 9. DISPUTES

- 9.1 Disputes or differences arising between the Company and the Contractor will be settled by negotiation within 2 weeks of the dispute arising.
- 9.2 In the event of any unresolved dispute, the Contractor will ensure that the progress of the Services continues without any effect on the specified delivery date(s).
- 9.3 If the Company and the Contractor are unable to settle a dispute pursuant to the negotiation period referred to in clause 9.1, either party may take appropriate action in the Courts of New South Wales to resolve the dispute.

## 10. DEFAULT, SUSPENSION AND TERMINATION

### 10.1 Suspension by the Company

The Company may, at any time suspend this SPO for any reason whatsoever. Upon receipt of a notice of suspension, the Contractor must cease the provision of the Services in accordance with the directions received and must immediately recommence the provision of the Services when written directions to do so are received from the Company.

### 10.2 Termination by Force Majeure Event

If by reason of a Force Majeure Event, the Contractor is prevented from performing any part of this SPO for a continuous period of ten (10) Days or more, the Company may at any time thereafter terminate this SPO by written notice to the Contractor with immediate effect.

### 10.3 Termination by Contractor

The Contractor may, without prejudice to any other rights or remedies, terminate this SPO if:

- (a) the Company defaults in the due payment of any undisputed moneys payable to the Contractor for a continuous period of 21 Days following written notice; or
- (b) if an Insolvency Event occurs in respect of the Company.

### 10.4 Termination by the Company

- (a) Without prejudice to its other rights or remedies under this SPO or at law, the Company may terminate this SPO if:
  - (i) the Contractor fails to ensure that Completion occurs by the required Completion date; or
  - (ii) the Contractor breaches any other of its material obligations under this SPO and the breach is not capable of being remedied, or the breach is capable of being remedied and the Contractor fails to remedy the breach to the Company's satisfaction within 7 Days after notice in writing has been given to the Contractor requiring such breach to be remedied; or
  - (iii) an Insolvency Event occurs in respect of the Contractor.
- (b) Notwithstanding any other provision of this SPO, the Company may terminate this SPO at any time and/or for any reason by written notice.

### 10.5 Suspension and termination payment

- (a) If the Company suspends this SPO pursuant to clause 10.1 and the suspension is caused by the tortious act or omission or statutory breach of any member of the Contractor Group, the Contractor must immediately repay to the Company all amounts which have been paid to the Contractor at that time together with all reasonable costs and expenses incurred by the Company in connection with such suspension.
- (b) If the Company suspends this SPO pursuant to clause 10.1 and the suspension is caused by the tortious act or omission or statutory breach of any member of the Company Group, the Company will continue to pay the Contractor the full amount as specified in this SPO together with all reasonable costs and expenses incurred by the Contractor in connection with such suspension.
- (c) If the Company suspends this SPO pursuant to clause 10.1 and the suspension is not caused by the tortious act or omission or statutory breach of any member of the Contractor Group or the Company Group, all payments under this SPO will be suspended until this SPO resumes operation.
- (d) If the Company terminates this SPO pursuant to clause 10.2, the Contractor will be paid for the Services performed up to the date of termination. The Contractor will not be entitled in contract, tort or otherwise to any additional payment or compensation for losses incurred as a result of the termination.
- (e) If the Contractor terminates this SPO pursuant to clause 10.3, the Company must pay the Contractor the full amount as specified in this SPO together with all reasonable costs and expenses incurred by the Contractor in connection with such termination.
- (f) If the Contractor terminates this SPO pursuant to clause 10.4(a), the Contractor must immediately repay to the Company all amounts which have been paid to the Contractor up to the date of termination together with all reasonable costs and expenses incurred by the Company in connection with such termination.



OIL SEARCH (PNG) LIMITED

(Incorporated in Papua New Guinea)

**SERVICES PURCHASE ORDER  
GENERAL TERMS AND CONDITIONS**

- (g) If the Company terminates this SPO in accordance with clause 10.4(b) and the Contractor is not in default, the Company must pay the Contractor for all the Services supplied and performed up to the date of termination.
- 10.6 Survival  
Termination of this SPO will not affect clauses 3.7, 5.2, 7, 8, 9, 12, 13 and 14.8 or any other provisions of this SPO which are intended to continue after termination and will also be without prejudice to any claim by either Party against the other Party arising out of any breach or non-performance by that Party of any obligations assumed by or imposed on that Party under this SPO at any time prior to termination.
11. **FORCE MAJEURE**  
Where either the Company or the Contractor is unable, wholly or in part, by reason of a Force Majeure Event, to carry out any obligation under this SPO and:  
(a) that Party gives the other Party immediate written notice of the nature and expected duration of, and the obligation affected by, the Force Majeure Event; and  
(b) that Party uses all reasonable endeavours to:  
(i) mitigate the effects of the Force Majeure Event on that Party's obligations under this SPO; and  
(ii) perform that Party's obligations under this SPO despite the Force Majeure Event,  
that obligation is suspended so far as it is affected by the Force Majeure Event during its continuance.
12. **TAXES, DUTIES AND ASSESSMENTS**
- 12.1 General  
Except as otherwise provided in this SPO, the Contractor must pay any and all Taxes, duties, assessments or other charges of any kind levied by any government or authority in connection with the Services or the payments to be made under this SPO payable by or in respect of the Contractor. The Company may deduct from money due to the Contractor any such amounts the Company is required by law to pay on the Contractor's behalf.
- 12.2 Import/Export Tax  
If the Contractor imports equipment into PNG, the Company will not be responsible for any costs associated with import or export duties, fees or any other associated charges.
- 12.3 GST  
(a) The Parties acknowledge that any supply under this SPO is zero-rated under the GST Act.  
(b) If GST is or becomes payable on any supply made under this SPO, the consideration for that supply is to be considered exclusive of GST and the Contractor may recover from the Company an additional amount equal to the consideration multiplied by the rate of GST, subject to the Company receiving a valid tax invoice or adjustment note (if applicable) in respect of the supply at or before the time of payment.
- 12.4 Withholding  
The Company is not liable to the Contractor for any sum which would otherwise be payable to the Contractor which the Company has withheld from payment or paid to the authority entitled thereto in accordance with any law or regulation imposed by the Government or applicable authority. For the purpose of this clause 12.4, the production of any notice of payment, receipt or any duplicates or facsimiles will be conclusive proof of such payment as between the Company and the Contractor.
- 12.5 Foreign Contractor Withholding Tax  
(a) It is the Company's policy that all foreign contractor withholding tax ("FCWT") levied or charged in PNG on the Contractor or in respect of its income under this SPO is to be paid by the Contractor unless otherwise specified in this SPO.  
(b) The Company is obliged to lodge a copy of this SPO with the PNG Internal Revenue Commission ("IRC") to comply with the Income Tax Act to enable the IRC to determine the FCWT rate payable (if any). The Income Tax Act also requires that no payment of any assessable income be paid to the Contractor unless written confirmation is received from the IRC of the FCWT rate. The Contractor must cooperate with the Company to ensure that this SPO is executed in a timely manner for lodgement with the IRC.  
(c) Upon the Company receiving written confirmation from the IRC as to the relevant FCWT rate, the Company will pay the IRC the relevant FCWT amount on behalf of the Contractor from monies which the Company would otherwise pay the Contractor.  
(d) It is the Contractor's responsibility to obtain from the IRC any receipts for payment of FCWT under this clause 12.5.  
(e) The Contractor must indemnify the Company from and against any fines, penalties and similar charges which may be attributed to, be imposed on or asserted against the Company by reason of the failure or alleged failure of the Contractor to comply fully with the FCWT requirement under the Income Tax Act.
13. **CONFIDENTIALITY**
- 13.1 Except as provided below, all information provided by the Company to the Contractor, in connection with this SPO, including, but not limited to any information with respect to the Company's operations is confidential, and the Contractor must not disclose such information to any Third Party without the prior written consent of the Company. All such information remains the property of the Company. The obligations contained in this clause 13 are continuing and survive Completion or termination of this SPO.
- 13.2 The Contractor must not make any announcement concerning the Services, the terms on which those Services are supplied or the Company's operations without the prior written approval of the Company. The obligations contained in this clause do not apply to information which is in the public domain at the time it is disclosed other than as a consequence of the information having been disclosed by the Contractor. No documents provided by the Company in connection with the Services may be copied by the Contractor or used for any purpose other than the supply of the Services without the prior written approval of the Company.
- 13.3 The Contractor grants to the Company a royalty free irrevocable licence to use in all countries any invention developed by any member of the Contractor Group as a result of supplying the Services. The licence includes the right to make, use and sell throughout the world any substance produced or during the operation of the invention.
14. **GENERAL PROVISIONS**
- 14.1 Relationship of the Parties  
Unless this SPO expressly provides otherwise, nothing in this SPO may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.
- 14.2 Time of the essence  
In this SPO, time is of the essence unless otherwise stipulated.
- 14.3 Entire understanding



## SERVICES PURCHASE ORDER GENERAL TERMS AND CONDITIONS

- (a) This SPO contains the entire understanding between the Parties concerning the subject matter of the SPO and supersedes all prior communications between the Parties.
- (b) Each Party acknowledges that, except as expressly stated in this SPO, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another Party in relation to the subject matter of this SPO.
- 14.4 No Adverse Construction  
This SPO is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.
- 14.5 No Waiver  
(a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this SPO does not operate as a waiver of the power or right.  
(b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this SPO.  
(c) A waiver of a breach does not operate as a waiver of any other breach.
- 14.6 Severability  
Any provision of this SPO which is invalid in any jurisdiction must in relation to that jurisdiction:  
(a) be read down to the minimum extent necessary to achieve its validity, if applicable; and  
(b) be severed from this SPO in other case,  
without invalidating or affecting the remaining provisions of this SPO or the validity of that provision in any other jurisdiction.
- 14.7 No Variation  
This SPO cannot be amended or varied except in writing signed by the Parties.
- 14.8 Governing Law and Jurisdiction  
(a) This SPO is governed by and must be construed in accordance with the laws in force in the State of New South Wales.  
(b) The Parties submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this SPO, its performance or subject matter.
- 14.9 Order of precedence and conflict in documents  
The Company and the Contractor agree that any Special Conditions set out in this SPO will take precedence over the General Terms and Conditions to the extent of any inconsistency.
- 14.10 Assignment  
(a) The Contractor may not assign this SPO in whole or in part or any part of the Services without the prior written consent of the Company, which consent must not be unreasonably withheld.  
(b) The Company has at all times the right to assign in whole or in part its right and obligations under this SPO to its Affiliate, without the consent of the Contractor. An assignment by the Company to a person or corporation other than its Affiliate or to one of the Co-Venturers may only be made with the prior written consent of the Contractor which will not be unreasonably withheld.
- 14.11 Subcontracting  
(a) The Contractor may not subcontract this SPO in whole or in part or any part of the Services without the prior written consent of the Company, which consent must not be unreasonably withheld.  
(b) Notwithstanding the Company's consent and approval under clause 14.11(a), no subcontract will relieve the Contractor from any of its obligations or liabilities under this SPO and the Contractor will be responsible for the acts and/or omissions of any subcontractor, its directors, officers and employees as fully as if they were the acts and/or omissions of the Contractor.  
(c) Every subcontract entered into by the Contractor must contain a provision permitting assignment to the Company.