

1. **DEFINITIONS** In this CONTRACT, all capitalised terms shall have the definitions given to them in this Clause 1. The meanings specified are applicable to both the singular and the plural, and to the masculine and feminine form. A provision of law is a reference to that provision as amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law. The clause headings and sub-headings in this CONTRACT are intended for convenience only and are not in any way to be taken into account when construing the meaning of any part of this CONTRACT.
 - 1.1 **"AMENDMENT"** shall mean a change to the original PURCHASE ORDER issued pursuant to Clause 21.
 - 1.2 **"PURCHASER"** shall mean Vertech Group Pty Ltd (ACN 132745665).
 - 1.3 **"COMPLETION"** is that stage when all of the GOODS have been provided as required by the CONTRACT.
 - 1.4 **"CONTRACT"** shall mean this document together with the applicable PURCHASE ORDER.
 - 1.5 **"DELIVERY"** shall occur when the GOODS are received by the PURCHASER at the place specified in the applicable PURCHASE ORDER.
 - 1.6 **"DELIVERY DATE"** shall mean the date upon which the GOODS shall be delivered as specified in the applicable PURCHASE ORDER.
 - 1.7 **"DELIVERY POINT"** shall mean the place specified in the PURCHASE ORDER to which the Goods are to be delivered by the SUPPLIER.
 - 1.8 **"GOODS"** shall mean the goods and/or services to be provided as specified in the PURCHASE ORDER for providing the GOODS.
 - 1.9 **"PRICE"** shall mean the remuneration payable to the SUPPLIER as specified in the PURCHASE ORDER for providing the GOODS.
 - 1.10 **"PURCHASE ORDER"** shall mean the document issued by the PURCHASER to the SUPPLIER as an instruction to supply the GOODS pursuant to this CONTRACT.
 - 1.11 **"SUPPLIER"** shall mean the addressee in the applicable PURCHASE ORDER, being the party responsible for supplying the GOODS.
2. **ACCEPTANCE OF PURCHASE ORDER** Unless otherwise specifically agreed in writing the SUPPLIER's receipt of the PURCHASE ORDER and any AMENDMENT shall be deemed to be an acceptance of and an agreement to comply with the PURCHASE ORDER.
3. **LAWS** The SUPPLIER shall observe and abide by all applicable laws, treaties, conventions, ordinances, codes, directives, regulations and by-laws and any PURCHASER procedures and safety requirements which apply in relation to the supply of the GOODS under this CONTRACT.
4. **SUPPLIER'S GENERAL OBLIGATIONS** The SUPPLIER shall supply the GOODS and execute its obligations under this CONTRACT with all due diligence and the skill to be expected of a reputable contractor experienced in supplying goods of a similar nature. The GOODS supplied shall be fit for the purpose specified in this CONTRACT or, in the absence of such specification, fit for their ordinary purpose. Where documentation including, but not limited to, procedures, drawings, calculations, reports and recommendations is specifically identified as a deliverable in the applicable PURCHASE ORDER and/or where the preparation and delivery of such to the PURCHASER would be necessary for the proper use of the GOODS subsequent to the DELIVERY, the SUPPLIER shall prepare and submit such documentation to the PURCHASER in a timely manner for review and comment. In the event the PURCHASER requires such documentation to be revised, the SUPPLIER shall perform such revisions and further iterations expeditiously and at no additional cost to the PURCHASER. Unless otherwise specified in the applicable PURCHASE ORDER, the SUPPLIER shall obtain and maintain at its own risk and expense from the appropriate authorities all necessary permits, consents, approvals and licenses for the supply of the GOODS and make such available to the PURCHASER as required.
5. **DELIVERY** The SUPPLIER shall deliver or make the GOODS available to the PURCHASER at the time and DELIVERY POINT specified in the applicable PURCHASE ORDER on the DELIVERY DATE. Time is of the essence for the supply of GOODS pursuant to this CONTRACT. The SUPPLIER shall ensure that DELIVERY of the GOODS occurs on or, with the prior written consent of the PURCHASER, before the DELIVERY DATE and shall give written notice to the PURCHASER if any delay in DELIVERY becomes apparent. If in the reasonable opinion of the PURCHASER, the SUPPLIER will not meet the obligations described herein or is so notified in writing by the PURCHASER, the SUPPLIER shall take immediate steps, satisfactory to the PURCHASER, and at the SUPPLIER'S expense, to expedite the supply of GOODS.
6. **HEALTH, SAFETY & ENVIRONMENT** The PURCHASER places prime importance on health, safety and environment (hereinafter "HS&E") issues and requires that the SUPPLIER takes all necessary precautions in respect of all personnel and the area of work and subscribes to and actively pursues the highest standards of HS&E performance.
7. **ASSIGNMENT** The PURCHASER is entitled to assign this CONTRACT or any part of it or any benefit or interest in or under it without the prior approval of the SUPPLIER. Notwithstanding the foregoing, the PURCHASER shall notify the SUPPLIER of such an assignment. The SUPPLIER may not assign this CONTRACT nor any part of it or any benefit or interest in or under it without the prior written approval of the PURCHASER which shall not be unreasonably withheld or delayed.
8. **SUBCONTRACTING** The SUPPLIER shall not subcontract the whole or any part of the CONTRACT without the prior written approval of the PURCHASER. Where the PURCHASER gives such approval, they shall further have the right to approve the identity of the subcontractor and the provisions of the subcontract. No subcontract shall relieve the SUPPLIER from any obligations or liabilities under this CONTRACT and the SUPPLIER shall be responsible for the acts and omissions of any subcontractor as though they were acts and omissions of the SUPPLIER. The SUPPLIER shall ensure that any subcontractor shall be bound by and observe the provisions of this CONTRACT insofar as they apply to the subcontract. Each subcontract shall expressly provide for the SUPPLIER's unconditional right of assignment of the subcontract to the PURCHASER in the event that the PURCHASER terminates this CONTRACT.
9. **INSPECTION & TESTING** The SUPPLIER shall be responsible for the inspection and testing of the GOODS as required by law and in compliance with the SUPPLIER's obligations under this CONTRACT. All such inspection and testing shall be performed by the SUPPLIER at the SUPPLIER's expense and with the SUPPLIER's equipment. If requested by the PURCHASER, the SUPPLIER shall, at their sole expense, furnish the PURCHASER with

such details of inspection and testing as the PURCHASER may require and appropriate certification in respect of the inspection and testing performed by the SUPPLIER. Such inspection and testing procedures shall be performed with the skill to be expected of a reputable contractor experienced in performing procedures of a similar nature. Where such inspection and/or testing is specifically detailed in the applicable PURCHASE ORDER, the SUPPLIER shall provide the PURCHASER with a schedule of such inspection and/or testing with due expediency to allow the PURCHASER to have access to, and arrange observation of, such inspection and/or testing. If, upon inspection of the GOODS by the PURCHASER or a nominated third party representative of the PURCHASER, any part thereof is considered to be defective or inferior in quality of material, workmanship or design and/or not to be in compliance with this CONTRACT, the PURCHASER shall have the right to reject the GOODS. Any GOODS so rejected shall immediately be repaired or replaced by the SUPPLIER at its sole cost and expense as required by the PURCHASER or its nominated third party representative. The SUPPLIER shall then re-submit the GOODS for re-inspection and re-testing at the SUPPLIER's sole cost and expense. Where the GOODS have already been delivered to the PURCHASER, the SUPPLIER shall, at its sole cost, collect the GOODS rejected and transport them for such repair or replacement and risk of loss of or damage to the GOODS shall immediately, on such rejection, revert to the SUPPLIER.

- 10 **DEFECTS CORRECTION & WARRANTY** The SUPPLIER warrants that the GOODS shall be delivered in accordance with the requirements of this CONTRACT, shall be the best of their described kinds, new and of merchantable quality and shall be free from defects and shall comply with all statutory requirements and regulations applicable. In the event that the PURCHASER notifies the SUPPLIER of any defects in the GOODS, including but not limited to any defective design, drawings, material, equipment or workmanship, within twelve (12) months of the DELIVERY DATE, the SUPPLIER shall repair or replace the GOODS as is necessary to correct the defects in the GOODS at the SUPPLIER's own cost including, but not limited to collecting the defective GOODS and transporting the same for such repair or replacement. Risk of loss of or damage to the GOODS shall immediately, on such notification, revert to the SUPPLIER. In the event that the GOODS are repaired or replaced the provisions of this Clause 10 shall apply to the portion of the GOODS so repaired or replaced, and the SUPPLIER shall guarantee for a further period of twelve (12) months all remedial work carried out under this warranty commencing from the date that such repaired or replaced GOODS are accepted by the PURCHASER in writing. The rights afforded to the PURCHASER under this CONTRACT are in addition to and not exclusive of, the PURCHASER's rights at law.
- 11 **TITLE & RISK** Title to the GOODS shall pass to the PURCHASER when any payment (whether in whole or in part) has been made to the SUPPLIER or when such GOODS are delivered to the PURCHASER (whichever shall first occur). The SUPPLIER shall ensure that the GOODS are free from all liens and/or retention of title claims from any third party and shall save, indemnify, defend and hold harmless the PURCHASER from and against all liens or attachments by any third party arising out of or connected with this CONTRACT. Further, the SUPPLIER shall not claim any lien or attachment on the GOODS. Unless otherwise agreed between the parties in writing, risk or loss of or damage to the GOODS shall be and remain with the SUPPLIER until the GOODS are delivered to the PURCHASER in accordance with this CONTRACT.

12 REMUNERATION & PAYMENT

12.1 The following terms apply to remuneration and payment when the Building and Construction Industry (Security of Payment) Act 2021 (WA) DOES NOT APPLY to the CONTRACT.

In consideration for the SUPPLIER supplying the GOODS hereunder, the PURCHASER shall pay or cause to be paid to the SUPPLIER the PRICE, in the time and manner described in this Clause 12. Within seven (7) days of the end of each calendar month or such other period as may be agreed between the parties in writing, the SUPPLIER shall submit to the PURCHASER, at the address specified in the applicable PURCHASE ORDER, an invoice detailing the GOODS supplied, supported by the necessary documents required to verify the correctness of the amount. The SUPPLIER shall not be entitled to receive any payment on any invoice received by the PURCHASER after ninety (90) days from the DELIVERY DATE. Nevertheless, the PURCHASER may, at its sole discretion, make payment against any such invoice. The PURCHASER shall make payment of a correctly prepared and fully supported invoice within thirty (30) days of the end of the month in which the invoice is received. The PRICE shall be fixed for the period(s) specified therein and the SUPPLIER may not claim any adjustment or revision to such PRICE because it incurs additional costs or burdens as a result that its liability at law has changed, whether as a result of the introduction of new laws, a modification in the interpretation of existing laws or otherwise related to the enforcement of such law.

12.2 The following terms apply to remuneration and payment when the Building and Construction Industry (Security of Payment) Act 2021 (WA) APPLIES to the CONTRACT.

The SUPPLIER may submit a payment claim (which must be in the form of a tax invoice in accordance with 12.2.1 below) to the PURCHASER each month in which the applicable GOODS were supplied/performed.

12.2.1. The SUPPLIER must submit payment claims to the PURCHASER in a form satisfactory to the PURCHASER and must:

- (a) state the date the payment claim is submitted to the PURCHASER;
- (b) state the payment claim number (e.g. Payment Claim No.1);
- (c) state the SUPPLIER's name and ABN;
- (d) state whether the payment claim is made under the Building and Construction Industry (Security of Payment) Act 2021 (WA);
- (e) state the CONTRACT/PURCHASE ORDER reference number and title;
- (f) describe the items and quantities of GOODS to which the payment claim relates;
- (g) state the total claimed amount, including the amount of GST applicable;
- (h) state whether the amount claimed has previously been claimed in a payment claim and rejected by the PURCHASER;
- (i) include with the payment claim all supporting documents evidencing the claimed amount;

- (j) include such other details as may be specified in the CONTRACT or otherwise required by the PURCHASER; and
- (k) forward the payment claim to the address specified in the CONTRACT/PURCHASE ORDER

12.2.2 Within fifteen (15) business days of receipt of a payment claim that is compliant with Clause 12.2.1, the PURCHASER will assess the payment claim and must issue a payment schedule to the SUPPLIER if the PURCHASER rejects all or any part of the payment claim.

12.2.3 Within two (2) business days after receipt of a payment schedule from the PURCHASER under Clause 12.2.2, the SUPPLIER must re-submit to the PURCHASER the tax invoice, which has been adjusted to state the amount specified in the payment schedule. The re-submitted invoice must be forwarded to the address specified in CONTRACT/PURCHASE ORDER.

12.2.4 Within twenty (20) business days of receipt of the payment claim, the PURCHASER will:

- (a) pay to the Contractor the undisputed amount stated as due to the SUPPLIER in the applicable payment schedule (and as set out in the re-submitted invoice); or
- (b) if no payment schedule has been issued by the PURCHASER, pay to the Contractor the amount claimed in the payment claim.

12.2.5 Neither the presentation nor payment or non-payment of an individual payment claim or invoice will constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or proof or an admission that the GOODS (or any part thereof) have been procured/performed to the satisfaction of the PURCHASER or otherwise waive or affect the rights of the parties. The PURCHASER may, at any time, issue a payment schedule correcting any error discovered in a previous payment schedule.

12.2.6 The PURCHASER may invoice the SUPPLIER or deduct or set-off from any amount otherwise due to the SUPPLIER any costs, charges, damages, liquidated sums, expenses and other moneys which are payable by or to be reimbursed by the SUPPLIER, or which the PURCHASER reasonably believes is due and payable under or in connection with the CONTRACT. The SUPPLIER must pay the PURCHASER within thirty (30) days of receipt of invoice under this clause.

13. **TAXATION** The SUPPLIER shall be responsible for, and shall save, indemnify, defend and hold the PURCHASER harmless from, the payment of direct and indirect taxes, duties, levies, charges and contributions (and any interest or penalties thereon) including any Goods and Services Tax which the SUPPLIER is liable as imposed by any applicable governmental/public authority, whether or not calculated by reference to the purchase of goods, services, payments, wages, salaries, benefits, expenses or other remuneration paid directly or indirectly to persons engaged or employed by the SUPPLIER or arising from this CONTRACT.
14. **FORCE MAJEURE** Neither the PURCHASER nor the SUPPLIER shall be responsible for any failure to fulfil any term or condition of this CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against. Any such delay or prevention shall be reported to the other party as soon as it arises and an estimate of the likely length of the delay shall be given. For the purposes of this clause 'force majeure' shall be deemed to be any cause affecting the performance of the CONTRACT arising from or attributable to causes which are not reasonably foreseeable and beyond the reasonable control of the party affected and without limiting the generality thereof shall include the following:
- a) strikes, lock-outs or other industrial actions (excluding strikes by the seller's employees);
 - b) civil commotion, riot, invasion, war threat or preparation for war;
 - c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;
 - d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - e) political interference with the normal operations of any party provided always that the SELLER shall not be excused from performance hereunder where alternate sources or supply of goods or goods or materials or incorporation into the goods are available.
15. **TERMINATION** The PURCHASER shall have the right, by giving notice, to terminate all or any part of a PURCHASE ORDER issued pursuant hereto at such time or times as the PURCHASER may consider necessary for any or all of the following reasons: (i) to suit the convenience of the PURCHASER; or (ii) in the event of any default on the part of the SUPPLIER; or (iii) in the event of the SUPPLIER ceasing or threatening to cease carrying on business, becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of the SUPPLIER being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver or Manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made, or possession being taken by or on behalf of the holders of any debenture secured by a Floating Charge of any property comprised in or subject to the Floating Charge, or any equivalent act or thing being done or suffered under any applicable law. In the event of termination under (i) the PURCHASER shall pay, and the SUPPLIER shall accept in settlement of all claims under the PURCHASE ORDER, such a sum as shall reasonably compensate the SUPPLIER for all work done and obligations assumed by it in the performance of the PURCHASE ORDER; provided, however that any such sum shall not exceed the value of the PURCHASE ORDER to be terminated. In the event of termination under (ii) or (iii) the SUPPLIER shall be entitled to payment for the GOODS that comply with the CONTRACT and have already been delivered by the SUPPLIER to the PURCHASER but not yet been paid for by the PURCHASER.
16. **INDEMNITIES** The SUPPLIER shall be responsible for and shall save, indemnify, defend and hold the PURCHASER harmless from and against all claims, losses, damages, costs (including legal costs), expenses, liabilities of every kind and nature resulting from; (i) personal injury including fatal injury and disease to any officer, employee or agent of the SUPPLIER, including (but not limited to) any personnel hired by the SUPPLIER as consultants or through an employment agency, and from loss of or damage to or loss of use of any such persons personal property; and (ii) loss of or damage to or loss of use of the SUPPLIER's property, whether owned, hired, leased or otherwise provided by the SUPPLIER; and (iii) personal injury including fatal injury and disease or loss of or damage to or loss of use of the property of any third party to the extent that such injury, loss or

damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SUPPLIER; and (iv) consequential loss under applicable law and loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any) and in any event whether direct or indirect and whether or not foreseeable at the date of execution of this CONTRACT; and (v) any alleged or actual infringement of a patent, registered design or copyright, incurred by the PURCHASER as a result of or in connection with the SUPPLIER's performance or non-performance of this CONTRACT including but not limited to the use of tools, implements or methods employed by the SUPPLIER, arising out of or in connection with the performance or non-performance of this CONTRACT. All exclusions and indemnities given under this Clause 16 (save for those under (iii)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim under contract or otherwise at law.

17. **INSURANCE** The SUPPLIER shall maintain such insurances, including but not limited to the following: comprehensive public and products liability insurance, workers compensation insurance, employer's liability insurance, and motor vehicle insurance as are required under applicable law and sufficient levels of insurance to cover their liabilities and obligations under this CONTRACT including but not limited to any mandatory statutory limits under applicable law. Documentary evidence shall be produced as and when required by the PURCHASER.
18. **CONFIDENTIALITY** The PURCHASER and the SUPPLIER shall keep any information which either learns about the other in connection with this CONTRACT in strict confidence and shall not disclose the same to any third party without the prior written consent of the other party save to the extent that the provisions of this Clause 18 shall not apply to information which (i) is part of the public domain; or (ii) was in the possession of either party prior to the award of this CONTRACT and which was not subject to any obligation of confidentiality owed to the other party; or (iii) was received from a third party whose possession is lawful and who is not subject to confidentiality obligations; or (iv) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the CONTRACT, or of any relevant stock exchange. The provisions of this Clause shall survive the termination or expiry of this CONTRACT for any reason.

19. PRIVACY AND DATA PROTECTION

(a) Each party agrees to comply with their obligations under the Privacy Act 1988 (as amended or replaced from time to time) ('Privacy Act') in respect of personal information obtained by or disclosed to them pursuant to the CONTRACT.

(b) Each party warrants to the other Party that it has complied with the Privacy Act in obtaining any personal Information disclosed by it pursuant to the CONTRACT.

(c) In addition to its obligations under the Privacy Act, the SUPPLIER agrees to: (i) only process the PURCHASER's personal information for the purposes of the CONTRACT; (ii) not disclose the PURCHASER's personal information to any other person without the PURCHASER's prior written consent, unless the disclosure is required by law; (iii) immediately notify the PURCHASER that the disclosure of the PURCHASER's personal information may be required by law; (iv) put into place and maintain appropriate technical and organisational measures against unauthorised and/or unlawful processing of the PURCHASER's personal information; (v) put into place and maintain appropriate technical and organisational measures against unauthorised access, loss, destruction, misuse, modification, disclosure or damage to the PURCHASER's personal information; and (vi) take all necessary steps to ensure that its processing of the PURCHASER's personal information will be fair and lawful.

(d) If an individual complains to the PURCHASER that the SUPPLIER (or any of its personnel) has, in the performance of the CONTRACT, handled his or her personal information inappropriately, the PURCHASER must promptly give the SUPPLIER sufficient details about the complaint to minimise any further misuse.

(e) If an individual complains to the SUPPLIER that the SUPPLIER (or any of its Personnel) has, in the performance of the CONTRACT, handled his or her personal information inappropriately, the SUPPLIER must: (i) promptly inform the PURCHASER of the complaint; and (ii) provided the individual has consented, provide the PURCHASER with the personal information that is the subject of the complaint.

(f) The SUPPLIER indemnifies the PURCHASER and must keep the PURCHASER indemnified in respect of all liabilities incurred by or awarded against the PURCHASER relating to any breach by the SUPPLIER of its obligations under the Privacy Act or this Clause 19

(g) This Clause 19 will survive the termination of the CONTRACT.

(h) The term 'personal information' under this clause 19 has the meaning given in the Privacy Act.

20. **DISPUTE RESOLUTION** Any dispute between the PURCHASER and the SUPPLIER arising out of or in connection with this CONTRACT shall be resolved by means of the following procedure; (a) the dispute shall initially be referred to the PURCHASER representative and SUPPLIER representative who shall discuss the matter in dispute and make all reasonable attempts to resolve such dispute; (b) if no agreement is reached under (a), the dispute shall be referred to the senior management of the parties; (c) if no agreement is reached under (b), the dispute shall be referred to a Director of the PURCHASER and the equivalent authority on behalf of the SUPPLIER or the designated nominees of either. In the absence of any agreement being reached within 30 days of the notification of the dispute the dispute may be referred by either party to arbitration by a single arbiter to be appointed on the written request of either party in the place of the governing law. Both parties must approve the appointment of the arbiter and approval shall not be unreasonably withheld.
21. **AMENDMENTS** The SUPPLIER shall perform any changes to the GOODS required by the PURCHASER which may include variations, additions or omissions in the GOODS. When the PURCHASER is contemplating change it shall give notice to the SUPPLIER who shall promptly advise the PURCHASER of its reasonable effect on PRICE and DELIVERY DATE. Changes will be priced at the PURCHASE ORDER rates or if such rates are agreed not to be applicable then at such rates as are fair and reasonable. No change shall be accepted by the PURCHASER and the PURCHASER shall not be liable to make any amended payment to the SUPPLIER unless such change has been authorised by written instruction subsequently confirmed by an AMENDMENT issued by the PURCHASER's purchasing department.

22. **GENERAL LEGAL PROVISIONS; NOTICES** Any notice herein required or permitted to be given by either party shall be in writing and may be personally served or sent by an internationally recognized courier service and shall be effective (i) if personally served, when served; (ii) if by

courier, on recorded receipt with postage prepaid. The addresses for the service of notices for each shall be as stated in the applicable PURCHASE ORDER. Any notice served by the SUPPLIER shall be transmitted to the relevant representative of the Party nominated for such a purpose in the PURCHASE ORDER. ;

WAIVER None of the provisions of this CONTRACT shall be considered waived by the PURCHASER unless such waiver is given in writing by the PURCHASER. No such waiver shall be a waiver of any past or future default, breach or modification of any terms, provisions, conditions or covenants of this CONTRACT unless expressly set forth in such waiver;

GOVERNING LAW AND LANGUAGE The construction, validity and performance of this CONTRACT and matters pertaining thereto shall be governed in all respects by the laws of WESTERN AUSTRALIA. The ruling language of this CONTRACT shall be the English language;

INVALIDITY AND SEVERABILITY If any provision of this CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not effect the other provisions of this CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The PURCHASER and the SUPPLIER agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision;

ENTIRE AGREEMENT This **CONTRACT** constitutes the entire agreement between the parties hereto with respect to the GOODS and supersedes all prior negotiations, representations or agreements related to this CONTRACT whether oral or in writing and the SUPPLIER acknowledges that no reliance has been placed on the same. No amendment to this CONTRACT shall be effective unless evidenced in writing and signed by the parties to this CONTRACT.