

These Sigma Standard Short-Form Terms – IT Services ("**Conditions**") relate to information technology services supplied to Sigma. These Conditions, any purchase order to which these Conditions apply ("**PO**"), and any documents attached or incorporated by reference into the PO, constitute the terms of the agreement between the Supplier and Sigma in respect of the supply of the Services ("**Contract**"). Sigma is not bound by the Supplier's terms of sale or any conditions outside the Contract.

1. Application

- 1.1 These Conditions apply to any purchase order to which they are attached or incorporated by reference.
- 1.2 To the extent of any inconsistency, the documents comprising the Contract will take precedence in following order (with the earlier named document taking priority): any SOW, the PO, these Conditions, and any other documents incorporated or referred to in any of those other documents.
- 1.3 These Conditions do not prevent Sigma entering into any other arrangement or agreement with third parties for the provision of services equivalent or similar to the Services.
- 1.4 Unless otherwise set out in a PO or SOW, Sigma is not bound to any minimum order or purchase requirement in relation to the Services.

2. Services

- 2.1 The Supplier must perform the Services:
 - (a) in accordance with the terms of the Contract;
 - (b) at the place(s) specified in the PO and/or SOW;
 - (c) at the time(s), and/or in accordance with the timeframe(s), specified in the PO and/or SOW and in any case in a timely and efficient manner; and
 - (d) professionally, carefully, skilfully, competently and in accordance with industry leading practice.
- 2.2 The Supplier must ensure that:
 - (a) the Services and Deliverables comply with all descriptions, standards, specifications and requirements specified in the PO and SOW and/or represented by the Supplier;
 - (b) the Services and Deliverables are of leading industry accepted standards; and
 - (c) the Services are rendered to a high standard of professional care and skill, by appropriately skilled, trained, qualified and supervised Supplier Personnel.

3. Timing and delay

- 3.1 Subject to clause 3.2, if a delay occurs, or is likely to occur:
 - (a) the Supplier must (at its own cost and expense) comply with any reasonable requests of Sigma, including a request to allocate additional resources or take other steps, to mitigate the actual or potential delay; and
 - (b) Sigma may (without limiting any other right it may have) cancel the Contract in whole or in part and/or retain, withhold, reduce or set-off any undisputed amount due to the Supplier under this Contract.
- 3.2 Clause 3.1 does not apply to the extent that the delay is caused by: (a) any member of the Sigma Group or any Sigma Personnel; (b) a third party under their direction, control or responsibility of the Sigma Group; and/or (b) a Force Majeure Event.

4. Acceptance and rejection

- 4.1 If the SOW specifies that a Service or Deliverable, or any component thereof, is subject to accepting testing:
 - (a) the Supplier must ensure that the Service, Deliverable or component is ready for acceptance testing at the time(s) specified in the SOW (if any);
 - (b) each party must perform its obligations in relation to the conduct of the acceptance tests as set out in, and in

accordance with, the SOW;

- (c) Sigma must promptly notify the Supplier that it accepts any Service, Deliverable or component that Sigma considers has passed all relevant acceptance tests;
 - (d) if Sigma, acting reasonably, considers that a Service, Deliverable or component has not passed a relevant acceptance test, or that the Supplier has not satisfactorily conducted an acceptance test as required under the SOW, Sigma may, acting reasonably:
 - (i) set a new date or date(s) for repeating all acceptance tests relevant to the Service, Deliverable or component by giving notice to the Supplier, in which case the Supplier must (at its own cost and expense) modify the Service, Deliverable or component as required to enable it to pass all acceptance tests by that date. This clause 4.1 shall apply to the repeated acceptance tests;
 - (ii) accept the Service, Deliverable or component, subject to any reasonable conditions Sigma sees fit and any reduction in Price agreed with the Supplier in writing. If the conditions are not met, or the Price reduction is not agreed, Sigma may impose other conditions on its acceptance; or
 - (iii) provided the Supplier has had at least two opportunities to rectify the Service, Deliverable or component, reject the Service, Deliverable or component and cancel the PO in whole or in part and/or withhold any amount due to the Supplier for that Service, Deliverable or component.
- 4.2 Notwithstanding clause 4.1, Sigma may elect not to submit any part of a Service or Deliverable to acceptance testing and the fact that Sigma has accepted a Service or Deliverable or elected not to submit it to acceptance testing does not detract from the warranties given by the Supplier under this Contract.
 - 4.3 Sigma may reject the Service or Deliverable if it is, or during the relevant Warranty Period reveals itself to be, faulty, defective, incomplete and/or not fully compliant with the Contract, even if the Service or Deliverable was previously accepted by Sigma.
 - 4.4 If Sigma rejects a Service or Deliverable under clause 4.1(d)(iii) or 4.3, without limiting any other right it may have:
 - (a) the Supplier must, within 5 Business Days of being requested by Sigma, rectify, complete or re-perform the relevant Service(s), at no additional cost to Sigma; and/or
 - (b) Sigma may cancel the PO in whole or in part and/or withhold any amount due to the Supplier for that Service or Deliverable.
 - 4.5 Work undertaken by the Supplier under clause 4.1 or 4.4(a) is a Service for the purpose of these Conditions.
 - 4.6 Clauses 4.3 and 4.4 do not apply to the extent that the defect is caused by: (a) a member of the Sigma Group or Sigma Personnel using, modifying or varying the affected Service or Deliverable contrary to this Contract, any written instructions or advice of the Supplier; (b) any third party systems used by the Sigma Group; or (b) a Force Majeure Event.
- ## 5. Data protection, security and virus protection
- 5.1 The Supplier must not (and must ensure that the Supplier Personnel do not):
 - (a) use Sigma Data held by Supplier, or to which Supplier has access, other than for the purposes of fulfilling its obligations under this agreement;

- (b) purport to sell, let for hire, grant or assign rights or a security interest in, or otherwise dispose of, any Sigma Data or database in which such Sigma Data is stored; or
- (c) destroy or alter Sigma Data in any way, other than as required to perform the Services or as directed by Sigma.
- 5.2 The Supplier must establish and maintain safeguards to ensure that its provision of the Services does not result in any unauthorised destruction, corruption, loss or alteration of Sigma Data. Such safeguards must be no less rigorous than generally accepted industry standards.
- 5.3 The Supplier acknowledges that a security breach of Sigma Data or Sigma Group's systems may affect Sigma and the Sigma Group's duties to, and relationships with, third parties, and legal and regulatory obligations.
- 5.4 The Supplier must:
- comply with all Sigma policies relating to security of Sigma Data and Sigma Group's systems as updated from time-to-time and notified to the Supplier;
 - prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to the Sigma Data and Sigma Group's systems;
 - establish and maintain safeguards to ensure that its provision of the Services does not result in any Data Breach;
 - use commercially reasonable efforts, consistent with industry leading practice, to detect and prevent Harmful Code from being installed, released or otherwise introduced into, or released from, the Supplier's systems used to provide the Services, any Deliverables or any other part of Sigma Group's environment or systems. This includes use of appropriate, up-to-date virus and intrusion detection software, proactively monitoring known threats of Harmful Code and informing Sigma of any known Harmful Code and steps Sigma should take to avoid its introduction.
- 5.5 If the Supplier or any Supplier Personnel become aware of any actual or potential unauthorised destruction, corruption, loss or alteration of Sigma Data, Data Breach or other security breach relating to Sigma Data or Sigma Group's systems, and/or installation, release or introduction of Harmful Code into the Supplier's systems used to provide the Services, any Deliverables or any other part of Sigma Group's environment or systems, the Supplier must:
- notify Sigma immediately; and
 - comply with all reasonable directions of Sigma, including providing requested information, taking remedial action to rectify consequences or prevent recurrence and/or assisting Sigma to mitigate any losses to, and restore, Sigma Data and efficiency of any Sigma Group system.
- 6. General obligations and warranties**
- 6.1 The Supplier must:
- ensure that its provision of the Services does not damage any of Sigma's property, facilities, systems or software, or those of any third party;
 - maintain, and ensure that Supplier Personnel maintain, all licences, permits, clearances and other qualifications required to perform its obligations under the Contract;
 - comply, and ensure that Supplier Personnel comply, with all applicable laws, regulations, industry codes of conduct and, to the extent made known to the Supplier, Sigma policies as updated from time-to-time, that are in any way applicable to its performance of the Contract including:
 - all relevant security, occupation/work health and safety, environmental and workers' compensation legislation, regulations, codes of practice, Australian standards, and, to the extent made known to the Supplier, Sigma policies and procedures;
 - all Privacy Laws. The Supplier must, and ensure that Supplier Personnel, handle the collection, disclosure, storage and use of Personal Information in accordance with the Australian Privacy Principles;
 - comply with all reasonable requests of the authorised representatives of Sigma;
 - provide Sigma with any reports, and attend any meetings, set out in the PO or SOW;
 - not represent or hold out that it is an agent of Sigma or that it has authority to act, or to make any commitment on behalf of Sigma, and must not allow any Supplier Personnel to do so;
 - supply, at its own expense, all labour, equipment, materials and/or other property and items required to perform its obligations under the Contract.
- 6.2 The Supplier may only enter and remain on any premises owned or occupied by Sigma as directed by Sigma, at its own risk. The Supplier is responsible for ensuring safety in connection with the Services (other than the general state of any premises owned or occupied by Sigma).
- 6.3 The Supplier warrants that:
- on delivery, all Services and Deliverables will meet the requirements of the Contract;
 - all information and documents it provides Sigma will be accurate, complete and up to date at the time of provision;
 - it has the right to enter into, and perform its obligations under, this Contract and to grant any licences granted or required to be granted under this Contract;
 - its entry into and performance of its obligations, and its granting of any licences granted or required to be granted, under this Contract does not and will not infringe the rights of any third party, including any third-party IP or moral rights;
 - Sigma's use of the Deliverables or any other materials provided or made available by the Supplier in connection with this Contract does not and will not infringe the rights, including IP or moral rights, of any person;
 - it will immediately notify Sigma if it becomes aware of any fact, circumstance or thing that is inconsistent with any of its obligations or warranties in this clause 6.
- 6.4 Each of the warranties in the Contract is separate and independent and is not limited or restricted by any other warranty or provision of the Contract.
- 7. Variations**
- 7.1 The parties can agree in writing to vary the SOW including any changes to the Price related to such a variation.
- 7.2 Subject to clause 7.1, changes to the Contract are not binding on either party unless agreed in writing and signed by both parties.
- Price and payment terms**
8. Except where otherwise specified in the Contract, the Price for the Services is firm and, unless otherwise specified, includes all customs duty, taxes and any costs associated with the Services and Deliverables.
- 8.1 On becoming entitled to payment of the Price (or part thereof) under the Contract, the Supplier must issue Sigma with a valid tax invoice (as defined in the GST Law) for that Price or part. If the PO or SOW states that some or all the

- Price is to be paid by milestone payments, the Supplier is only entitled to payment only once the relevant milestones are achieved. The Supplier may not invoice Sigma for partially completed milestones.
- 8.3 If Sigma requests, the Supplier must provide Sigma with all relevant records to calculate and verify the amount set out in any invoice issued under the Contract.
- 8.4 Sigma must pay all undisputed invoices validly issued by the Supplier under clause 8.2 in accordance with payment terms in the PO or SOW or, if there are none, within 31 days of the end of the month in which the invoice was received, unless Sigma exercises any right to retain, withhold, reduce or set-off any amount due to the Supplier; or
- (b) Sigma is otherwise legally required to withhold a portion of payment.
- 8.5 Without limiting Sigma's other rights, Sigma may deduct from an invoice any undisputed amount the Supplier owes Sigma.
- 8.6 Failure to dispute, or payment of, an invoice (or part) does not prevent Sigma later disputing its liability to pay that amount nor constitute evidence that a Service or Deliverable has been accepted or complies with the Contract.
- 9. Goods and services tax**
- 9.1 Subject to the PO or SOW stating otherwise, the Price does not include any amount on account of GST.
- 9.2 Where any supply to be made by the Supplier under the Contract is subject to GST:
- (a) the consideration payable for that supply but for the application of this clause 9 ("**GST Exclusive Consideration**") shall be increased by, and Sigma shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply ("**GST Amount**"); and
- (b) Sigma must pay the GST Amount to the Supplier at the same time and in the same manner as the GST Exclusive Consideration for that supply.
- 9.3 Notwithstanding any other provision of the Contract, Sigma need not make any payment for a taxable supply made by the Supplier under or in accordance with the Contract until the Supplier has given Sigma a tax invoice in respect of that taxable supply.
- 9.4 Unless the contrary intention appears, a word or expression used in this clause 9 which is defined in the GST Law has the same meaning in this clause 9.
- 10. Intellectual Property**
- 10.1 All IP in any Sigma Data or other material provided or made available by Sigma (including material of Sigma's clients and other third parties) ("**Sigma IP**") shall, as between the parties, remain the sole property of Sigma.
- 10.2 Sigma grants the Supplier a non-exclusive, non-transferable, royalty-free licence to use the Sigma IP solely for the purpose, and to the extent necessary, to perform the Services. Sigma shall procure all licences and moral rights waivers required for the Supplier to use the Sigma IP in accordance with this licence and warrants that the Supplier's use of the Sigma IP strictly in accordance with this licence will not infringe the IP rights of any third party.
- 10.3 Subject to clause 10.4, the Supplier irrevocably assigns all of its rights, title and interest (including all IP) in all Deliverables to Sigma with effect from creation. The Supplier shall not use or permit use of such IP for its own or any third-party purposes without Sigma's prior written consent.
- IP owned by, or licensed (other than by a member of the Sigma Group) to, the Supplier at the date of the Contract, or developed by the Supplier independently of the Contract and Sigma IP, shall as between the parties remain the property of the Supplier ("**Supplier IP**").
- 10.5 The Supplier grants Sigma a fully paid up, non-exclusive licence to use, reproduce, modify and otherwise exploit the Supplier IP to the extent necessary to receive the full benefit of the Services and Deliverables. Sigma may transfer or sub-licence this licence to any member of the Sigma Group.
- 10.6 The Supplier must procure all licences and moral waivers, execute all documents or instruments, and do all other things reasonably required by Sigma, in order to give effect to the parties' agreement in 10.3 and 10.5.
- 11. Confidential information**
- 11.1 The Supplier must keep Confidential Information secret and confidential and may only use and disclose it for the purposes of the Contract or as approved by Sigma in writing. The Supplier must immediately notify Sigma of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.
- 11.2 The Supplier may disclose Confidential Information of Sigma:
- (a) to Supplier Personnel on a "needs-to-know" basis provided that, before disclosure, they have been directed by the Supplier to keep it secret and confidential; or
- (b) where it is required by law or stock exchange to do so, provided that the Supplier gives Sigma prior notice and a reasonable opportunity to take any steps that Sigma considers necessary to protect the confidentiality of that information, and notifies the recipient that the information is confidential information of Sigma.
- 12. Suspension and Termination**
- 12.1 Sigma may suspend or terminate the Contract in whole or in part for any reason, effective upon 14 days' notice to the Supplier. The Supplier will be entitled to invoice Sigma for work carried out up to the date of suspension/termination. The Supplier's compensation will otherwise be limited to its actual direct costs incurred in respect of the suspension or termination (excluding any consequential loss).
- 12.2 Either party may terminate the Contract in whole or part, effective immediately upon notice to the other party, if:
- (a) the other party breaches any of its material obligations under the Contract and such breach is incapable of remedy or is not remedied within 10 Business Days of the first party requesting the other party to remedy it;
- (b) the other party is, or likely to become, insolvent, in liquidation (except for purposes of reconstruction while solvent), unable to pay its debts, have a receiver appointed over any of its business; and/or become subject to any comparable action in any jurisdiction;
- (c) otherwise permitted by the terms of the Contract.
- 12.3 If a notice of suspension or termination is issued, the Supplier must immediately:
- (a) stop work to the extent required by the notice;
- (b) take such action as necessary or as directed, for the transfer, protection and preservation of Sigma's property (including any Deliverables); and
- (c) follow all reasonable directions of Sigma in relation to vacation of Sigma's premises and transition or completion of any Services.
- 12.4 The Supplier must resume performance of the Contract on receiving further notice from Sigma ending the suspension within a reasonable period. If the Contract is wholly suspended for 3 months or more, either party may terminate the Contract on 5 business days' notice.

13. Force Majeure Event

- 13.1 If a Force Majeure Event prevents a party (“**Affected party**”) from performing its obligations under the Contract, those obligations will be suspended for the duration of the Force Majeure Event provided the Affected party:
 - (a) promptly notifies the other party of the obligations which will be affected by the Force Majeure Event; and
 - (b) uses its best endeavours to mitigate the effect of the Force Majeure Event.
- 13.2 Neither party will be liable to the other party for any liabilities, losses, damages, costs or expenses the other party suffers or incurs because of a Force Majeure Event.
- 13.3 If the Supplier is prevented from performing its obligations for more than 20 Business Days because of a Force Majeure Event, Sigma may terminate the Contract with immediate effect by giving written notice to the Supplier.

14. Insurance

- 14.1 The Supplier must effect and maintain all insurance policies required under applicable laws or otherwise appropriate taking into account the Services the Supplier supplies (including public and product liability insurance). On request, the Supplier must promptly provide Sigma with certificates of currency and statements of insurance for such policies.

15. Limitation of liability

- 15.1 The aggregate of each party’s liability to the other is limited to the greater of:
 - (a) the limitation of liability amount in the PO or SOW (if any);
 - (b) two (2) times the Price payable for the Services; or
 - (c) \$75,000,
 subject to the following exclusions where the liability cap will not apply:
 - (d) any personal injury, death or damage to tangible property;
 - (e) breach of confidentiality, privacy or data security related obligations;
 - (f) violation of Intellectual Property Rights or moral rights of any person; and
 - (g) any fraud, wilful misconduct or any liability which cannot be limited or excluded by law.

- 15.2 Neither party shall have liability to the other for loss of profits, revenue or goodwill, loss of opportunity, and any other loss that cannot fairly and reasonably be considered to arise naturally or directly from the relevant breach or event.

16. Notices

- 16.1 All notices, requests, variations and other communications by either party are to be in writing and delivered promptly to the appropriate addresses stipulated in the PO or SOW or as otherwise notified from time to time. A document is deemed to have been received:
 - (a) by post, on the third (or seventh, if posted outside Australia) day following the date of posting;
 - (b) hand, at the time of delivery;
 - (c) fax, at the time it is sent provided the sender receives a transmission report indicating successful transmission;

- (d) email, on the earlier of: (1) the sender receiving a message confirming delivery and (2) four hours after the time sent (unless the sender receives a delivery failure notification or an out-of-office message).

- 16.2 If receipt is not on a Business Day, or is after 5.00 pm, the document is deemed to be received at 9.00 am the next Business Day.

17. Disputes

- 17.1 If any dispute, question or difference of opinion between Sigma and the Supplier arises out of or under the Contract (“**Dispute**”), a party may give the other party a notice (“**Dispute Notice**”) specifying the Dispute and requiring its resolution under this clause 17.

- 17.2 If the Dispute is not resolved within 7 days after a Dispute Notice is given to the other party, each Party must refer the Dispute to a member of its senior management for resolution. If the Dispute is not resolved within 30 days of both parties referring the Dispute, either party may commence legal proceedings to resolve the matter.

- 17.3 Unless the parties otherwise agree, the parties must continue to perform all their obligations under the Contract without prejudice to their position in respect of such Dispute.

- 17.4 Nothing in this clause 17 prevents a party from seeking any urgent interlocutory relief.

18. General

- 18.1 The Supplier may not assign or subcontract any of its rights or obligations under the Contract without Sigma’s prior written consent, which may not be unreasonably withheld. Notwithstanding any consent given by Sigma, the Supplier will remain responsible for the performance of its obligations under the Contract and will be liable for all acts and omissions of its subcontractors as if they were the acts or omissions of the Supplier.

- 18.2 The relationship between the parties is as independent contractors, and does not involve any relationship of agency, fiduciary, employment, partnership, joint venture or association.

- 18.3 A term or part of a term of the Contract that is illegal or unenforceable may be severed from the Contract and the remaining terms or parts of the terms of the Contract continue in force.

- 18.4 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

- 18.5 The Contract is governed by the law applicable in Victoria, Australia, and each party submits to the jurisdiction of the courts of Victoria.

- 18.6 The Contract constitutes the entire Contract between the parties as to its subject matter and supersedes all other representations and contracts about that subject matter.

- 18.7 The PO may be executed in any number of counterparts and all counterparts when exchanged will be taken to constitute one document.

19. Interpretation

- 19.1 In this Contract, unless the contrary intention appears, capitalised terms have the meanings given and:

Business Day means a day that is not a Saturday,

Sunday or public holiday in Melbourne, Victoria.

Confidential Information means all information disclosed to or otherwise acquired by the Supplier which is marked as confidential, treated by Sigma as confidential or otherwise by its nature confidential, including any information or records (or copies of information or records) relating to the business, business associates, financial affairs, products, services, suppliers or clients of Sigma, but excluding information that: the Supplier creates (whether alone or jointly with any third person) independently of Sigma; or (b) is public knowledge (otherwise than as a result of a breach of confidentiality by the Supplier or any Supplier Personnel).

Data Breach means any:

- (a) "eligible data breach" (as defined in the Privacy Laws) involving Sigma Data and/or any of the Sigma Group's systems;
- (b) unauthorised access to, or unauthorised disclosure of: (1) Sigma Data; and/or (2) Personal Information that is or was held in any of the Sigma Group's systems;
- (c) any loss of: (1) Sigma Data; and/or (2) Personal Information that is or was held in any of Sigma Group's systems, in circumstances where unauthorised access to, or unauthorised disclosure of, that Sigma Data or Personal Information may occur.

Deliverable means any document, software, work product or other deliverable provided or required to be provided as part of the Services under the Contract.

Force Majeure Event means anything outside the reasonable control of a party, provided that a strike by employees of the party or employees of a subcontractor of the party (or both) is not a Force Majeure Event unless the strike is part of an industry wide campaign that does not arise out of the dispute between that party or that subcontractor and one or more of its employees.

GST Law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)

Harmful Code means any computer code or routine that is harmful, destructive, disabling or that assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans and any new types of programmed threats that may be classified, but excluding passwords, software keys, trial period software and like features that are security features or intended elements of software used to prevent unauthorised access and use.

IP means all and any rights and interests in registered or unregistered trade marks, patents, designs, or applications for any of the foregoing, copyright, unregistered designs, inventions, applications, know-how, formulae, processes, software programmes or other intellectual property (in whatsoever form including written or electronic form) and includes moral rights.

Personal Information has the meaning given in the Privacy Laws.

Price means the price for the Services as specified in, or calculated in accordance with, the PO or SOW.

Privacy Laws means the *Privacy Act 1988* (Cth) and all associated legislation and regulations.

Services mean the services to be provided by the Supplier as described in the PO or SOW (if any), and includes any incidental or related services, functions, or responsibilities not specifically described which are required for the proper performance of, or to receive the

benefit of, the Contract.

Sigma means Sigma Company Limited ABN 44004132923 and/or any other member of the Sigma Group specified as such in the PO or SOW.

Sigma Data means all data, information and other material:

- (a) provided or made available to, or generated by, the Supplier relating to the Sigma Group, and any of their operations, facilities, customers, assets and programs (including Personal Information) ("**Raw Data**"); and
- (b) in any format generated, stored, processed, retrieved, printed or produced by or on behalf of Supplier utilising the Raw Data, and includes:
- (c) data created by the operation of any computer language or software, regardless of where such software is operated, executed or resident;
- (d) parameters, rules, specifications or values (and associated code) specified or required for the installation, de-installation, performance, modification or operation of any software;
- (e) data, information and other material relating to batch runs, service management, help desk operations; and
- (f) input files, output files, import files, export files, configuration data, documentation, project plans, test plans, manuals, minutes, notes, listings, patches, research material, references, reports, programs, objects, rules, specifications, standards, flow charts, design drawings, review documents and data models.

Sigma Group means Sigma Company Limited ABN 44 004 132 923 and each of its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)).

Sigma Personnel means the officers, employees and/or contractors of the Sigma Group.

SOW means a statement or scope of work (however described) detailing matters relating to the supply of services by the Supplier to Sigma that is attached or incorporated by reference into the PO.

Supplier means the party described as such in the PO.

Supplier Personnel means the officers, employees and/or contractors of the Supplier used to provide the Services.

Warranty Period means the warranty period specified for the Service/Deliverable in the PO, SOW or other material provided by the Supplier (if any) or otherwise the period commencing on delivery of the Service/Deliverable and continuing for the longer of: (1) 90 days; and (2) length of the Supplier's (or the Supplier's manufacturer's) standard warranty period.

19.2

In the Contract, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) reference to A\$, \$A, dollar or \$ is to Australian currency;
- (d) a reference to time is to Victoria, Australia time;
- (e) a reference to a party includes the party's executors, administrators, successors, permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or

- other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Contract or any part of it;
- (j) if an obligation must be performed or an event must occur on a day that is not a Business Day, the obligation must be performed, or the event must occur on or by the next Business Day; and
- (k) headings are for ease of reference only and do not affect interpretation.