

## VERVE ENERGY'S GENERAL CONDITIONS OF CONTRACT FOR AN ORDER

These are the General Conditions of Contract governing and incorporated into an Order. No other terms and conditions will apply unless otherwise expressly agreed to in writing by Verve Energy and referenced in the Order.

### A1 DEFINITIONS AND INTERPRETATION

#### A1.1 Definitions

The following definitions apply:

**Approvals:** any certificates, licences, consents, permits, approvals, authority or requirements of Law or requirements of any Government Agency.

**Business Day:** a day on which banks are open for general banking business in Western Australia excluding a Saturday, Sunday or public holiday.

**Claim:** includes any claim for payment of money (including damages) or for an increase in the Contract Sum:

- 1 under, arising out of, or in any way in connection with the Contract, including any direction of Verve Energy's Representative;
- 2 under, arising out of, or in any way in connection with, the Contractor's Obligations or the Goods or Services; or
- 3 otherwise at law or in equity including:
  - (a) by statute;
  - (b) in tort for negligence or otherwise, including negligent misrepresentation; or
  - (c) for restitution.

**Completion:** completion of all of the Contractor's Obligations, including any specific requirements for Completion stated in the Scope of Work.

**Contract:** means the contract comprising the Order and the General Conditions of Contract.

**Contract IP:** Intellectual Property that is created as a result of the performance of the obligations under the Contract.

**Contract Sum:** the sum payable to the Contractor for the supply and delivery of the Goods or Services as described in the Order.

**Contractor:** the party named as the Contractor in the Order.

**Contractor's Obligations:** all of the obligations the Contractor is or may be required to perform under the Contract.

**Contractor's Personnel:** the Contractor's officers, employees agents and Subcontractors and their respective employees and agents.

**Critical Default:** has the meaning given to it in clause A17(d).

**Date for Delivery:** if the Order provides a date for Delivery, that date; or if the Order provides a period of time for Delivery, the last day of that period, but if an extension of time for Delivery is granted by Verve Energy's Representative, it means the date resulting from the extension of time.

**Date of Order:** the date of the Order.

**Date of Delivery:** the date that the Contractor achieves Delivery.

**Defect:** a defect, error or omission in the Goods or Services or other non-compliance with the Contract that relates to the Goods or Services.

**Defects Liability Period:** the period commencing from the Date of Delivery and expiring after a period of twelve (12) months from the Date of Delivery.

**Delivery:** is that stage in the execution of the Contractor's Obligations when:

- 1 the Services have been performed in accordance with the Contract;
- 2 the Goods have been delivered to the Destination;
- 3 the Goods meet the requirements of the Contract except for minor Defects:
  - (a) which do not prevent the Goods from being reasonably capable of being used for its intended purpose;
  - (b) in relation to which Verve Energy's Representative determines that the Contractor has reasonable grounds for not properly rectifying them; and
  - (c) rectification of which will not prejudice the convenient use of the Goods;
- 4 those tests which are required by the Contract to be carried out and passed before the Goods have achieved Delivery have been carried out and completed to the satisfaction of Verve Energy's Representative; and
- 5 documents and other information required under the Contract which, in the opinion of Verve Energy's Representative, are essential for the use, operation and maintenance of the Goods have been supplied and are, in the opinion of Verve Energy's Representative, satisfactory.

**Destination:** the destination specified in the Order where the Goods are to be Delivered.

**direction:** includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request and requirement.

**document:** includes:

- 1 any notice, drawing or publication and any matter written, expressed or described upon any substance by means of letters, figures, or marks, or by more than one of those means, which is intended to be used or may be used for the purpose of recording that matter; and
- 2 information recorded electronically and in hardcopy as the case requires.

**Goods:** the goods or equipment or materials to be supplied by the Contractor (if any) including any variations provided for by the Contract.

**Existing IP:** The Intellectual Property of a party that:

- (a) Is in existence at the date of formation of the Contract; or
- (b) comes into existence after the date of the formation of the Contract otherwise than in connection with the Contract

**General Conditions of Contract:** these General Conditions of Contract for an Order.

**Government Agency:** Any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

**Insolvency Event:** Insolvency Event means the happening of any of the following:

- 1 a party informs the other party in writing or its creditors generally that it is insolvent or is financially unable to proceed with the Contract;
- 2 execution is levied against a party by a creditor and is not stayed or discharged within 20 Business Days;
- 3 if a party is an individual person or a partnership including an individual person and that person:

- (a) commits an act of bankruptcy or presents or has a bankruptcy petition presented against him or her or is made bankrupt;
  - (b) makes a proposal for an arrangement or a composition with his or her creditors or enters a debt agreement under Part IX or a personal insolvency agreement under Part X of the Bankruptcy Act 1966 (Ch) or like provision under the law governing the Contract; or
- 4 if a party is a corporation and:
- (a) it fails to comply with, or have set aside, a statutory demand within 10 Business Days of the time for compliance;
  - (b) a meeting of creditors is called with a view to the corporation entering a compromise or arrangement with its creditors or it enters a deed of company arrangement with its creditors;
  - (c) a controller or administrator is appointed to it;
  - (d) an application is made to a court for its winding up and not stayed or discontinued within 10 Business Days or a winding up order is made in respect of it or a resolution is made that it be wound up.

**Intellectual Property (IP):** all intellectual and industrial property rights, including trade marks, copyright (including future copyright), inventions, patents, designs, circuits and other eligible layouts, database rights, and other intellectual property rights as defined in Article 2 of the *Convention establishing the World Intellectual Property Organisation* dated 14 July 1967 (as amended from time to time), including any application or right to apply for registration of any of these rights.

**Laws:** means any act, ordinance, regulation, subordinate legislation, by-law, award or proclamation of Verve Energy or the State or Territory from time to time in which the Contractor's Obligations or any part of the Contract is being carried out.

**Legislative Requirement:** includes Laws, Approvals, and fees and charges payable with respect to these.

**Loss:** any loss, liability, damage, expense or cost of any nature or kind.

**Month:** calendar month

**Moral Rights:** has the meaning given to that term in Part IX of the *Copyright Act 1968* (Cth).

**Order:** Means a purchase order issued to the Contractor by Verve Energy requesting the supply and delivery of Goods and/or provision of Services.

**Scope of Work:** the scope of work as specified or referenced in the Order describing the Goods or Services.

**Services:** the whole of the services (if any) (including incidental services or work) to be executed in accordance with the Contract, including the Scope of Work and variations provided for by the Contract.

**Site:** the site on which the Services are being undertaken.

**Subcontractor:** any person engaged by the Contractor under clause A14 to perform any part of the Contractor's Obligations and includes, where it is not inconsistent with the context, that person's employees, agents, consultants and invitees.

**Taxes:** taxes (including all sales, excise and storage taxes and licence and permit fees), levies, imposts, charges and duties (including stamp duty, transaction duties and import duties) levied or imposed by Law or by any Government Agency together with any related interest, penalties, fines and expenses in connection with them.

**Tax Invoice:** as defined in the GST Act.

**Variation:** an increase, decrease, omission or any other change to any part of the Goods or Services or Scope of Work.

**Variation Order:** a written direction by Verve Energy's Representative under clause A6.1.

**Variation Quotation:** the quotation provided by the Contractor under clause A6.1.

**Verve Energy:** the Electricity Generation Corporation ABN 58673830106 and includes its successors and assigns.

**Verve Energy's Personnel:** Verve Energy's contractors (other than the Contractor) and their subcontractors, officers, employees, agents and consultants.

**Verve Energy's Representative:** the person named in the Order as Verve Energy's Representative or other person from time to time appointed by Verve Energy to be Verve Energy's Representative.

## A2 OVERVIEW OF THE CONTRACT

- (a) In consideration of the payment by Verve Energy to the Contractor of the Contract Sum, the Contractor must supply and deliver the Goods and/or perform the Services in accordance with the Contract.
- (b) Subject to the Contractor properly supplying and delivering the Goods and/or performing the Services, Verve Energy must pay the Contractor the Contract Sum in accordance with the Contract.
- (c) The Contract Sum is not subject to adjustment for rise and fall, or for any other reason except as expressly provided in the Contract.
- (d) The Contract Sum will be the sole consideration payable to the Contractor for the performance of the Contract.
- (e) Except as otherwise provided in the Contract, the contractor will be responsible for all costs, expenses and liabilities incurred by the Contractor in connection with the supply of the Goods and /or performance of the Services.

## A3 WARRANTIES

The Contractor warrants to Verve Energy that:

- (a) the Contractor is and at all times will be suitably qualified and experienced, and will perform the Contractor's Obligations with a degree of professional skill, care and diligence expected of a contractor that is an expert in carrying out work of a nature similar to the Contractor's Obligations;
- (b) subject to clause A14, the Contractor will engage and retain the Subcontractors who are suitably qualified and experienced and will coordinate the activities of the Subcontractors so that the Contractor's Obligations are executed in a proper and workmanlike manner; and
- (c) the Contractor will execute and complete the Contractor's Obligations so that the Goods and Services, when delivered or performed, will comply with all the requirements of the Contract and all Legislative Requirements and the Scope of Work.

## A4 CONTRACT DOCUMENTS

The parties acknowledge and agree that the following are incorporated into, and form part of, the Contract and to the extent there is any inconsistency between any provisions forming part of the Contract, the descending order of precedence is:

- (a) The Order;
- (b) These General Conditions of Contract;
- (c) Any other document or parts of documents referred to in the Order; and
- (d) Any other document the parties expressly agree forms part of the Contract.

## A5 DELIVERY AND/OR PERFORMANCE REQUIREMENTS

The Contractor, its employees, agents, and Subcontractors must, in supplying the Goods and/or performing the Services:

- (a) be aware of and comply with all applicable Laws and requirements of Government Agencies;
- (b) be aware of and comply with Verve Energy's policies (including all health, safety and environment policies) at [www.verveenergy.com.au](http://www.verveenergy.com.au);
- (c) comply with all lawful directions given by Verve Energy's Representative;
- (d) ensure that all tasks the subject of the Contract are performed in a safe manner, with all relevant personnel having the necessary qualifications, skill and experience;
- (e) provide all such information and assistance as Verve Energy reasonably requires;
- (f) cooperate with Verve Energy and other contractors on Site to ensure coordination of work and execution of the Services of the Contractor;
- (g) supply everything necessary for the execution and completion of the Contractor's Obligations;
- (h) comply with the standards of workmanship required by the Contract and in the absence of any other requirement, supply new goods and material, of a kind suitable for its purpose and consistent with the nature and character of the Goods in accordance with the relevant standard of the Standards Association of Australia or equivalent association approved by Verve Energy.

## **A6 VARIATIONS**

### **A6.1 Variation quotations**

- (a) If at any time Verve Energy requires a Variation to the Contract, Verve Energy may request the Contractor to provide a quotation for the proposed Variation (**Variation Quotation**).
- (b) If accepted by Verve Energy, the Contract Sum will be adjusted to the amount set out in the Variation Quotation which is the subject of a Variation Order.

### **A6.2 Variation Order requirement**

The Contractor acknowledges that it will not be entitled to:

- (a) an adjustment to the Contract Sum;
- (b) any payment;
- (c) any extension of time; or
- (d) make any Claim,

for any Variation except where it is expressly directed under a Variation Order issued in writing by Verve Energy's Representative under clause A6.1.

## **A7 SUSPENSION**

### **A7.1 Suspension by Verve Energy**

- (a) Verve Energy may at any time and from time to time, in its absolute discretion, direct the Contractor to:
  - (1) suspend the performance of all or part of any activity or activities in relation to the supply and delivery of the Goods and/or Services; or
  - (2) recommence the performance of any activity suspended under clause A7.1(a)(1).
- (b) If the suspension under clause A7.1(a) was due to the Contractor's failure to perform any of the Contractor's Obligations, the Contractor will not be entitled to make any Claim on Verve Energy arising out of or in connection with the suspension.
- (c) If the suspension under clause A7.1(a) was not due to the matters referred to in A7.1(b), the Contractor's only entitlements are:

- (1) to claim an extension of time as agreed between the parties; and
- (2) to receive payment of the reasonable costs actually and reasonably incurred and duly substantiated by the Contractor as a direct result of the suspension.

## **A8 DELIVERY AND ACCEPTANCE**

### **A8.1 Delivery and Acceptance of Goods**

- (a) The Contractor must perform the Contractor's Obligations to achieve Delivery by the Date for Delivery.
- (b) Risk in, and title to, the Goods shall pass to Verve Energy when the Goods are delivered to the Destination in accordance with the Contract.
- (c) If Verve Energy determines that the Goods do not meet the requirements of Delivery Verve Energy shall issue to the Contractor a notice stating in writing the reasons why the Goods are not substantially in accordance with the requirements of the Contract (**Notice of Non-Acceptance**).
- (d) If the Contractor receives a Notice of Non-Acceptance, the Contractor must rectify the Goods at its own cost until the requirements for Delivery are met.

### **A8.2 Acceptance of the Services**

- (a) When the Contractor is of the opinion that Completion has been reached, the Contractor must, in writing, request Verve Energy's Representative to accept the Services.
- (b) Within 10 Business Days of the receipt of the request, Verve Energy's Representative must give to the Contractor and to Verve Energy a written notice:
  - (1) accepting the Services and stating the date of Completion; or
  - (2) written reasons for not accepting the Services, in which case the Contractor must re-perform the Services at its own cost until the requirements for Completion are met.

### **A8.3 Effect of certificates**

The issue of a notice of acceptance does not:

- (a) constitute approval of any of the Goods or Services or other matter; or
- (b) prejudice any Claim by Verve Energy.

## **A9 DEFECTS AND DEFECTS LIABILITY PERIOD**

### **A9.1 Defects Generally**

- (a) The Contractor must promptly rectify all Defects.
- (b) Nothing in this clause A9.1 prejudices any other right which Verve Energy may have against the Contractor arising out of the failure of the Contractor to provide the Goods or Services in accordance with the Contract.
- (c) At any time during the Defects Liability Period, Verve Energy may direct the Contractor to promptly rectify any Defects:
  - (1) existing at the commencement of the Defects Liability Period; or
  - (2) which become apparent before the expiration of the Defects Liability Period.

### **A9.2 Failure to remedy Defects**

If the Contractor fails to remedy a Defect which is the subject of a direction under this clause A9 by the time required in that direction:

- (a) Verve Energy may remedy the Defect at the sole risk and expense of the Contractor, without prejudice to any other rights

Verve Energy may have against the Contractor in respect of the Defects; and

- (b) the costs of the rectification work incurred by Verve Energy will be a debt due on demand from the Contractor to Verve Energy.

### **A9.3 Remedial Work**

All remedial work will be subject to the provisions of the Contract. All remedial work will have its own separate Defects Liability Period of 12 months commencing from the completion of the remedial work.

## **A10 INSURANCE**

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### **A10.1 Insurances to be effected**

The Contractor must effect and maintain on terms acceptable to Verve Energy the following insurance policies:

- (a) Public and Products Liability insurance in an amount of not less than \$10,000,000 in respect of each and every claim. This policy must provide for liability arising out of the use of unregistered vehicles;
- (b) Workers Compensation Insurance as required by law;
- (c) Motor Vehicle Insurance covering all vehicles, plant and equipment (whether owned, hired or leased) used in connection with the Contract for loss or damage of not less than the market value and third party liability of not less than \$20,000,000 in respect of each and every claim. All motor vehicles where required by Legislative Requirements must carry compulsory third party insurance;
- (d) Insurance covering the Contractor's own property, Goods, materials owned, hired, leased or used by the Contractor;
- (e) Any additional insurances required by an applicable Law.

Together (the "Insurances").

### **A10.2 Confirmation of Insurance**

The Contractor must provide to Verve Energy, within 5 Business Days of a written request, certificates of currency of each of the Insurances.

### **A10.3 Subcontractor insurance**

If the Contractor subcontracts any part of the Contractor's Obligations, then the Contractor must ensure that every Subcontractor purchases all the Insurances before the Subcontractor commences any of the Contractor's Obligations.

## **A11 INDEMNITY**

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### **A11.1 General indemnity**

The Contractor must indemnify and keep Verve Energy indemnified against:

- (a) loss or damage to property of Verve Energy; and
- (b) claims by any person against Verve Energy in respect of personal injury or death or loss of or damage to any property,

arising out of or as a consequence of the negligence, breach or default of the Contractor, its employees, servants, agents or sub-contractors.

### **A11.2 Exclusion**

The indemnities in clauses A11.1 do not apply to any Loss to the extent that the Loss is caused by Verve Energy's breach of the Contract or negligence.

### **A11.3 Benefit of indemnities**

In clause A11.1, a reference to "Verve Energy" includes a reference to Verve Energy's officers, employees, agents and contractors.

## **A11.5 Direct Losses Only**

Except for liquidated damages or other amounts that become payable under the express terms of the Contract, no party will be liable to the other party for any indirect or consequential loss or damages, including loss of profits, loss of use, loss of revenue or loss of opportunity.

## **A12 PAYMENTS**

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### **A12.1 Payment claims**

- (a) After the Date of Delivery the Contractor must submit to Verve Energy a claim for payment or Tax Invoice, supported by evidence of the amount due to the Contractor and any information that Verve Energy may reasonably require to support that claim.
- (b) Claims for payment must include:
  - i. the unique purchase order number specified on the Order.
  - ii. include the amount of the Contract Sum being claimed by the Contractor; and
  - iii. separately identify Goods or Services attracting GST and Goods or Services which do not attract GST.
- (c) Tax Invoices must be submitted:
  - i. in hard copy to:  
Verve Energy, Accounts Payable  
GPO Box F366  
Perth Western Australia 6841
  - ii. By fax to: (08) 9225 2648
  - iii. Electronically to: [accounts.payable@verveenergy.com.au](mailto:accounts.payable@verveenergy.com.au)
- (d) If the time for any payment claim or Tax Invoice does not fall on a Business Day, the Contractor must submit the claim either on the Business Day before that date or the next Business Day following that date.

### **A12.2 Payment by Verve Energy**

- (a) Verve Energy must pay to the Contractor the amount due to the Contractor within 30 days of the receipt of the payment claim or Tax Invoice by Verve Energy's Representative.
- (b) Verve Energy will pay the Contract Sum in Australian Dollars, unless otherwise agreed between Verve Energy and the Contractor, by electronic funds transfer to the Contractor's nominated bank account.
- (c) Verve Energy is not responsible for any delays in payment or error due to factors outside its reasonable control, including delays in the banking system.
- (d) Payment of moneys is not evidence of the value of Goods and/or Services, or an admission of liability or an admission that Contractor's Obligations have been executed satisfactorily but is a payment on account only.

## **A13 GOODS AND SERVICES TAX (GST)**

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### **A13.1 GST ON SUPPLY**

If GST is imposed on any supply made by the Contractor under or in connection with this Order, the Contractor may recover from Verve Energy, in addition to the Contract Sum, an amount equal to the GST payable in respect of that supply.

The Contractor must first provide Verve Energy with a valid tax invoice before Verve Energy will pay the GST amount to the Contractor.

For the purposes of this Order, GST has the meaning given to it in the "A New Tax System (Goods and Services) Tax Act 1999 (Cth).

## A14 SUBCONTRACTING

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The Contractor must not, without the prior written approval of Verve Energy's Representative, which approval must not be unreasonably withheld, subcontract any part of the Contractor's Obligations.

## A15 ASSIGNMENT AND NOVATION

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Neither party shall assign, novate, encumber or otherwise deal with its rights, obligations, benefits or interests under the Contract, or any part of the Contract or any moneys arising under the Contract, without the prior written consent of the other party.

## A16 INTELLECTUAL PROPERTY

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- (a) The parties acknowledge and agree that each Party remains the owner of its Existing IP, and that nothing in the Contract prevents, limits or restricts each party's subsequent use or exploitation of its own Existing IP.
- (b) The Contractor agrees that all Contract IP will be vested in Verve Energy and will be Verve Energy's property as and when created and the Contractor assigns all rights, title and interest in the Contract IP to Verve Energy.
- (c) In relation to Intellectual Property owned by the Contractor and embodied in or relating to the Goods or Services, the Contractor grants to Verve Energy a perpetual, irrevocable, world wide licence to use and sub-license that Intellectual Property for all purposes connected with the Contract and the Goods or Services.
- (d) In relation to Intellectual Property embodied in or relating to the Goods or Services that is not owned by the Contractor, the Contractor must procure within 10 Business Days of the Date of Order, that the relevant third parties grant to Verve Energy a perpetual, irrevocable, world wide licence, to use and sub-license that Intellectual Property for all purposes connected with the Contract and the Goods or Services.
- (e) Time is of the essence for the obligation to procure in paragraph (d). If the Contractor fails to comply, Verve Energy may, in addition to any other right it has, at the Contractor's cost, procure that or similar Intellectual Property.
- (f) The Contractor must procure from all holders of moral rights (as defined in the *Copyrights Act 1968*(Cth)) in the Intellectual Property an unconditional, irrevocable consent in writing authorising Verve Energy (and successors in title, licensees and authorised persons) to use it without attribution of the author (or with incorrect attribution) and subject it to derogatory treatment.

## A17 DEFAULT

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- (a) If, at any time during the Contract, a party breaches the Contract, the other party may issue a notice to the Contractor (**Breach Notice**).
- (b) The Breach Notice must:
  - (1) state that the notice is a Breach Notice; and
  - (2) identify and give details of the breach of the Contract on which the Breach Notice is based.
- (c) If a party receives a Breach Notice, that party must remedy the breach within 5 Business Days of receiving the Breach Notice, except in the case of Verve Energy failing to pay the Contractor a sum due which Verve Energy must remedy within 20 Business Days.
- (d) If a party receives a Breach Notice but fails to remedy the breach within the time specified, a **Critical Default** will have occurred and the other party may exercise its rights in accordance with clause A18.

## A18 TERMINATION

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### A18.1 Termination for default or insolvency

Either party may, by written notice to the other party, terminate the Contract with immediate effect if:

- (a) the other party suffers an Insolvency Event; or
- (b) a Critical Default occurs.

### A18.2 Termination for Verve Energy's convenience

- (a) Without prejudice to any of Verve Energy's other rights under the Contract, Verve Energy may at any time, for its sole convenience, terminate the Contract by written notice to the Contractor (**Termination for Convenience Notice**).
- (b) The Contract will terminate on the date and time stated in the Termination for Convenience Notice or, if no such date and time is stated, at the date and time the Termination for Convenience Notice was received by the Contractor.
- (c) After the issue of the Termination for Convenience Notice, Verve Energy has the unfettered and absolute discretion to decide what action to take in respect of the Contractor's Obligations that have been terminated.

### A18.3 Payment for termination at Verve Energy's convenience

Without limiting Verve Energy's rights at common law, if the Contract is terminated under clause A18.2 Verve Energy must pay the Contractor, as the Contractor's exclusive remedy for the termination:

- (a) the amount for the Contractor's Obligations properly carried out prior to the date of termination which would have been payable if the Contract had not been terminated and the Contractor had made a payment claim in accordance with clause A12.1 for work done up to the date of the termination; and
- (b) any cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing its obligations.

### A18.4 Survival

The following clauses survive the termination of the Contract: clause A10 (Insurance); clause A11 (Indemnity); clause A17 (Default); clause A18 (Termination); clause A19 (Disputes); and clause A20 (Confidentiality).

## A19 DISPUTES

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### A19.1 Notice of Dispute

- (a) If a dispute between the Contractor and Verve Energy arises out of or in connection with the Contract, including a dispute concerning termination of the Contract, a senior executive of each of the Parties will meet in to attempt in good faith to resolve the dispute. If the parties are unable to resolve the dispute within 5 Business Days, then either party may issue proceedings.
- (b) Nothing in this clause prevents either party from issuing Court proceedings for urgent injunctive relief or to protect a limitation period.

## A20 CONFIDENTIALITY

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The Contract and any information (including documents) exchanged between the parties or otherwise created for the purposes of the Contract is confidential and may not be disclosed to a third party without Verve Energy's prior written consent.

## **A21 MISCELLANEOUS PROVISIONS**

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### **A21.1 Governing law**

- (a) The Contract is governed by and construed with reference to the laws for the time being in force in the State of Western Australia.
- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that State, and of any courts that have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

### **A21.2 Relationship of Parties**

The Contractor is an independent contractor of Verve Energy and must exercise independent control, management and supervision in the performance of the Contract. The Contractor is not in any way an agent for Verve Energy. The employees, agents and Subcontractors of the Contractor will not be deemed to be employees, agents or Subcontractors of Verve Energy.

### **A21.3 Verve Energy's statutory functions**

Nothing contained in or implied by the Contract or any document contemplated by the Contract has the effect of constraining Verve Energy or placing any fetter on its statutory rights, duties, powers and functions, including those contained or referred to in any Law.

**END.**