

# STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these terms and conditions (**Terms**):

- (a) **Advantage** means any financial or other advantage, payment, gift, promise, or transfer of anything of value;
- (b) **Aggregated Data** means aggregated data that does not permit identification of any customer of Essential Energy, Connection Point(s) or a customer's demand characteristics;
- (c) **AI System** means any computational or machine-based system, or any part or component thereof, that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments, and includes any systems which incorporate or integrate any of the foregoing. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment;
- (d) **Authority** means any:
  - (i) government agency, entity or corporation;
  - (ii) public, local or statutory authority, including a local council; or
  - (iii) utility or telecommunications provider,
 having jurisdiction in connection with the carrying out of the Supply;
- (e) **Agreement** means the agreement between Essential Energy and the Supplier comprising of these Terms (including, if applicable, Schedule 1), the relevant Purchase Order and any applicable Specifications, as may be varied in accordance with these Terms;
- (f) **Banned AI System** means any AI System that the Australian Federal Government, the NSW State Government or Essential Energy has banned from their respective systems and devices;
- (g) **Business Critical Data** has the meaning given to it in section 5 of the *Security of Critical Infrastructure Act 2018* (Cth);
- (h) **Business Day** has the meaning given to that term in the SOPA;
- (i) **Carrier** has the meaning given by the *Telecommunications (Interception and Access) Act 1979* (Cth);
- (j) **Claim** includes any request, demand, action or entitlement in relation to, arising out of or in connection with the Agreement or the Supply;
- (k) **Completion** means the stage in the performance of the Supply when:
  - (i) in respect of Goods, all Goods have been delivered and accepted by Essential Energy in accordance with clause 3.1;
  - (ii) in respect of Services, the Supplier has completed the performance of the Services in accordance with the Agreement, except for minor Defects which do not prevent any output of, or any thing associated with, the Services from being reasonably capable of being used for their intended purpose;
  - (iii) all necessary documentation and certification required by the Agreement (or for Essential Energy to obtain the benefit of the Supply), including any EE Works, have been provided to Essential Energy; and
  - (iv) the Supplier has done everything else which the Agreement requires it to do prior to achieving Completion, including providing the warranties required by clause 6(b)(vii);
- (l) **Connection Point** means, in relation to the premises of a customer(s), the point of connection to an electrical installation supplying electricity to the premises as determined in accordance with the Service and Installation Rules of New South Wales, as in force from time to time, published by the NSW Department of Climate Change, Energy, the Environment and Water;
- (m) **Confidential Information** means information which is by its nature confidential, that Essential Energy has designated as confidential, or is capable of protection at common law or equity as confidential information, but does not include information that is or becomes public knowledge other than through a breach of the Agreement by the Supplier;
- (n) **Corrupt Conduct** has the meaning given in the ICAC Act;
- (o) **Corruption Law** means all of the Laws of Australia (State and Federal) relating to any of the matters specified in section 8(1) or paragraphs (a) to (y) of section 8(2) of the ICAC Act, including breaches of public trust, bribery, fraud or similar activities;
- (p) **Critical Information** has the meaning given to it in clause 24(c);
- (q) **Cyber Security Incident** means any suspected or actual misuse, modification, interference or loss of, either accidental or unauthorised access to or data breach involving any Essential Energy Data or Personal Information, including but not limited to
  - (r) **Data Storage or Processing Service** has the meaning given to it in section 5 of the *Security of Critical Infrastructure Act 2018* (Cth);
  - (s) **Defect** means any:
    - (i) defect, failure, shrinkage, inconsistency, discrepancy, ambiguity, inadequacy, deficiency, error, omission or other fault; or
    - (ii) non-conformance with the requirements of the Agreement, and **Defective** has a similar meaning;
  - (t) **Delivery Date** means the date stated in the relevant Purchase Order for the Completion of a Good or Service, as may be extended in accordance with these Terms;
  - (u) **Design Documentation** has the meaning given to it in clause 3(a) of Schedule 1);
  - (v) **Distributor Licence** means the distributor's licence granted by the relevant Minister to Essential Energy under section 14 of the *Electricity Supply Act 1995* (NSW) (**ESA**) on or about 7 June 2017, as varied by the signed Minister's instrument of variation dated 10 December 2025, and as varied from time to time under clause 7 of Schedule 2 of the ESA;
  - (w) **Distribution System** means the distribution system of which Essential Energy is a network operator;
  - (x) **Employee Record** has the meaning given in the *Privacy Act 1988* (Cth);
  - (y) **Essential Energy** means Essential Energy (ABN 37 428 185 226);
  - (z) **Essential Energy Data** means all data, documents, records and information of any kind (including Personal Information, Employee Records and Confidential Information) and in any medium supplied or made available to the Supplier, or otherwise obtained by the Supplier, in connection with the Agreement or the Supply (and includes the EE Works, any Secure Data and any Critical Information);
  - (aa) **EE Works or EE Work** has the meaning given to it in clause 13(a).
  - (bb) **Good** means an item described in the relevant Purchase Order (if any) to be supplied by the Supplier and **Goods** means all of them;
  - (cc) **GST** means the tax payable on taxable supplies under the GST Law;
  - (dd) **GST Law** means the *A New Tax System (Goods & Services Tax) Act 1999* (Cth);
  - (ee) **Heavy Vehicle National Laws** means where the Supply is performed in:
    - (i) New South Wales, the *Heavy Vehicle National Law (NSW) (HVNL NSW)*, the *Heavy Vehicle (Adoption of National Law) Regulation 2013* (NSW), the local regulations (as defined in the HVNL NSW) and the national regulations (as defined in the HVNL NSW);
    - (ii) Queensland, the *Heavy Vehicle National Law (Queensland) (HVNL QLD)*, the *Heavy Vehicle National Law Regulation 2014* (Qld) and the national regulations (as defined in the HVNL QLD);
  - (ff) **ICAC** means the Independent Commission Against Corruption, constituted by the ICAC Act;
  - (gg) **ICAC Act** means the *Independent Commission Against Corruption Act 1988* (NSW);
  - (hh) **Insolvency Event** means:
    - (i) an application or order is made to or by a court or a resolution is passed for the winding up of the a party or notice of intention to propose such a resolution is given; or
    - (ii) a party has entered into liquidation.
  - (ii) **Intellectual Property Rights or Intellectual Property** means any and all intellectual or industrial property rights throughout the world in relation to (without limitation) inventions, ideas, patents, applications for patents, copyright (including an author's 'moral rights' as that term is defined in the *Copyright Act 1968* (Cth)), registered and unregistered designs, registered and unregistered trademarks, rights in relation to circuit layouts and circuit layout designs, rights in relation to technologies in development, trade secrets, know-how and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organization of July 1967, whether registered or unregistered and whether or not now existing and in all cases for the duration of those rights; and any licence, consent, application or right to use or grant the use of any of the foregoing rights, including all renewals and extensions;
  - (jj) **Law or Laws** includes all acts of parliament of the Commonwealth of Australia and the States of Australia, and all regulations, by-laws, awards and orders made there-under, and lawful requirements of public, municipal and other competent Australian State or

- Commonwealth authorities in any way affecting or applicable to any part of the Supply;
- (kk) **Load Data** means data as to the quantum of electricity delivered (both historical and current load demand) from or to any one or more sites (or their Connection Points) which satisfies all of the following criteria:
- (i) it is not historical load data older than 30 days;
  - (ii) it is not fault data;
  - (iii) it describes a location that allows a customer(s) or Connection Point(s) to be identified;
  - (iv) it describes a date and time of the data record; and
  - (v) it describes the duration for which a quantum of electricity was delivered;
- (ll) **Loss** includes any losses, damages, liabilities, charges and costs (including legal expenses);
- (mm) **Mandatory Requirements** means:
- (i) Laws;
  - (ii) relevant industry, quality, environmental and work health and safety standards and requirements;
  - (iii) relevant industry or codes of practice or guidelines recognised in Australia;
  - (iv) relevant Australian Standards published by Standards Australia;
  - (v) relevant documentation issued by any safety regulator in Australia (including Safe Work Australia);
  - (vi) relevant policies, procedures and standards of Essential Energy provided, or accessible, to the Supplier; and
  - (vii) the requirements of any Authority (including the conditions of any consents, licences, permits, approvals and authorisations required for or in connection with the Supply).
- (nn) **Modern Slavery** has the meaning given to that term in the Modern Slavery Laws, and includes any form of slavery, servitude, debt bondage, deceptive recruitment practices, or forced labour to exploit children or other persons;
- (oo) **Modern Slavery Law or Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth) and the *Modern Slavery Act 2018* (NSW), and any and all rules or regulations enacted in connection with any of those Acts;
- (pp) **Offence** means an offence under the ICAC Act;
- (qq) **Operational Technology** means technology that directly controls or monitors devices on the Distribution System, including:
- (i) the supervisory control and data acquisition (SCADA) master stations and management systems (where they have operational control functionality of the Distribution System) and other associated systems that directly control primary equipment on the Distribution System; and
  - (ii) the ICT Infrastructure used by the systems referred to in paragraph (i) to operate or monitor the devices these systems control;
- (rr) **Operational Technology Information** means all information about the Operational Technology, for example, design specifications and operating manuals;
- (ss) **Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth), but excludes an Employee Record of a current or former employee of Essential Energy if the Employee Record is used for a purpose directly related to a current or former employment relationship between Essential Energy and that employee;
- (tt) **PPSA** means the *Personal Property Securities Act 2009* (Cth);
- (uu) **Price** means the amount payable for the Supply (and the Supplier's compliance with its other obligations under the Agreement) as set out in, or calculated in accordance with, the relevant Purchase Order, as may be adjusted under these Terms;
- (vv) **Purchase Order** means the purchase order issued in writing by Essential Energy to the Supplier for the procurement of the Supply;
- (ww) **Relevant Person** means
- (i) Essential Energy;
  - (ii) a network operator of the Distribution System;
  - (iii) any person who is contracted or subcontracted, and approved, by Essential Energy to work on the Distribution System;
- (xx) **Report by ICAC** means a report prepared by the ICAC under section 74 of the ICAC Act;
- (yy) **Secure Data** means:
- (i) Operational Technology Information;
  - (ii) Load Data relating to, or obtained in connection with, the operation of the Distribution System by a Relevant Person; and
  - (iii) Third Party Data,
- but excludes Aggregated Data;
- (zz) **Security Interest** has the meaning given to that term in the PSSA;
- (aaa) **Security of Critical Infrastructure Legislation** means the *Security of Critical Infrastructure Act 2018* (Cth) and any orders, rules or regulations enacted under or in connection with that Act;
- (bbb) **Services** means the services or work described in the relevant Purchase Order (if any) to be performed by the Supplier and any related services, activities, functions or responsibilities not specifically described in the Purchase Order but which are reasonably required for the proper performance and provision of such services or work;
- (ccc) **SOPA** means the *Building and Construction Industry Security of Payment Act 1999* (NSW);
- (ddd) **Specifications** means, in relation to any Good or Service:
- (i) Essential Energy's required functionality and performance criteria for the Good or Service (as communicated by Essential Energy to the Supplier, including any functional and performance requirements referred to in or attached to a scope document, a brief or otherwise which is attached to the relevant Purchase Order); and
  - (ii) the functional and performance specifications set out or referred to in the Supplier's standard documentation for the Good or Service (as provided by the Supplier to Essential Energy and attached to the relevant Purchase Order),
- and in the event of any ambiguity in or inconsistency between the functionality and performance criteria referred to in paragraphs (i) and (ii) immediately above, the functionality and performance criteria referred to in paragraph (i) prevails to the extent of such ambiguity or inconsistency;
- (eee) **Statement of Business Ethics** means the statement of business ethics published on Essential Energy's website [www.essentialenergy.com.au](http://www.essentialenergy.com.au), as may be updated from time to time by Essential Energy;
- (fff) **Supplier** means the party identified as the 'Vendor' or the 'Supplier' in the relevant Purchase Order and, where the context permits, includes its personnel, subcontractors (including subconsultants), suppliers, officers and agents;
- (ggg) **Supply** means the Goods to be supplied or the Services to be performed and the whole of the work to be executed in accordance with the Agreement (including the provision of any documentation and certification associated with any Good or Service, including the preparation and provision of any EE Work) by the Supplier, as may be varied in accordance with these Terms;
- (hhh) **Third Party Data** means:
- (i) communications, within the meaning of the *Telecommunications (Interception and Access) Act 1979* (Cth); and
  - (ii) closed-circuit television footage,
- that Essential Energy stores or processes indirectly because a Carrier or another person transferred those communications or footage using Essential Energy's infrastructure;
- (iii) **WHS Act** means the *Work Health and Safety Act 2011* (NSW);
- (jii) **WHS Law** means the *WHS Act*, the *WHS Regulation*, all codes of practice relating to work health and safety, and any corresponding WHS law as defined in section 4 of the WHS Act;
- (kkk) **WHS Regulation** means the *Work Health and Safety Regulation 2025* (NSW); and
- (lll) **Work** or **Works** means any data, specification, report, written processes, written analysis or workings or any other document.
- 1.2 Interpretation**
- In the Agreement, unless the context indicates otherwise:
- (a) a reference to:
- (i) a clause is a reference to a clause of the Terms;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) the parties mean Essential Energy and the Supplier, and a party includes the party's executors, administrators, successors and permitted assigns, including any person taking part by way of novation and in the case of a trustee, includes a substituted or additional trustee;
  - (iv) a thing includes the whole and each part of it separately;
  - (v) legislation or a legislative provision includes any statutory modification, amendment or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

- (vi) a document is to that document as varied, novated, ratified or replaced from time to time; and
- (vii) '\$' or dollars is to Australian currency (AUD);
- (b) headings are for convenience only and do not affect the interpretation of the Agreement and
- (c) 'including' and similar expressions are not words of limitation.

## 2 PURCHASE ORDERS

### 2.1 Terms

Subject to clause 2.2(a), these Terms apply separately to each Purchase Order issued by Essential Energy for its purchase of Goods or Services from the Supplier in conjunction with all other documents comprising the Agreement in respect of that Purchase Order.

### 2.2 Application of Terms and formation of Agreement

- (a) Without limiting clause 2.2(b), these Terms apply to a Purchase Order issued by Essential Energy for its purchase of Goods or Services from the Supplier where there is no separately executed contract which applies between Essential Energy and the Supplier in respect of those Goods or Services (**Separate Contract**). Where a Separate Contract applies, that Separate Contract prevails over these Terms and no Agreement (as defined in these Terms) will be created by these Terms.
- (b) These Terms will apply to the exclusion of any terms or conditions which the Supplier may purport to apply to (including any terms or conditions which are contained in, attached to or endorsed upon any quotation, correspondence, invoices or documents issued by the Supplier to Essential Energy in connection with) a Purchase Order or the Goods or Services the subject thereof, irrespective of their date of communication to Essential Energy (**Supplier Terms**). Supplier Terms are not binding upon Essential Energy or deemed to form any part of the Agreement.
- (c) The Supplier's provision of any part of the Supply the subject of a Purchase Order constitutes the Supplier's acceptance, and its agreement to be bound by, the Agreement in respect of the whole of the Supply the subject of that Purchase Order.
- (d) A Purchase Order may be issued by Essential Energy to the Supplier electronically, including by email.

### 2.3 Amendment

Any variation or other amendment to the documents comprising the Agreement, including these Terms, the relevant Purchase Order or any Specifications, must, to have effect, be in writing and signed by the parties.

### 2.4 Order of precedence

Unless the parties expressly agree otherwise (including by explicitly amending these Terms in a Purchase Order), these Terms will take precedence over any other document comprising the Agreement to the extent of any ambiguity in or inconsistency between these Terms and any other document comprising the Agreement.

## 3 FOR THE PROVISION OF GOODS

### 3.1 Delivery

- (a) The Supplier must suitably pack, unload and deliver the Goods:
  - (i) in the relevant quantity and in any sequence specified in the relevant Purchase Order; and
  - (ii) Free Into Store (FIS) to the shipping address (or addresses), and between the hours, stated in the relevant Purchase Order on the Delivery Date, unless the Supplier is notified otherwise in writing by Essential Energy. If no hours are stated in a Purchase Order and Essential Energy does not otherwise notify the Supplier of the hours, then the hours for delivery are between 8am and 4pm.
- (b) The Supplier must obtain written confirmation from Essential Energy that Essential Energy has accepted the delivery of the Goods.

### 3.2 Inspection prior to delivery

At any time prior to delivery and acceptance of the Goods by Essential Energy in accordance with clause 3.1, Essential Energy may enter the Supplier's premises to conduct such inspections and tests as may be deemed necessary by Essential Energy (acting reasonably) to ensure that the Goods comply with the Agreement, and the Supplier must give Essential Energy all necessary assistance with such inspections and tests. Such inspections may include safety and environmental reviews, inspections, investigations and audits of the Supplier's work practices and systems.

### 3.3 Risk

- (a) Until the time of acceptance of delivery of a Good by Essential Energy in accordance with clause 3.1(b), a Good is entirely at the Supplier's risk.
- (b) If Essential Energy returns a Good to the Supplier pursuant to the Agreement, risk in that Good re-vests in the Supplier from the time of return to the Supplier until, and if, Essential Energy provides its written acceptance of any re-delivery of that Good.

### 3.4 Passing of ownership

- (a) Ownership of each Good passes to Essential Energy upon the earlier of the delivery of the Good to Essential Energy or payment for the Good by Essential Energy, without affecting any rights of rejection or other rights under the Agreement that Essential Energy may have.
- (b) If a Good is returned by Essential Energy to the Supplier under the Agreement which will not be re-delivered to Essential Energy, and Essential Energy has either not yet paid for the Good or the Supplier has reimbursed Essential Energy all amounts Essential Energy has paid under the Agreement in respect of the Good, then title in that Good will re-vest in the Supplier.

### 3.5 Warranties

Without limiting any warranty implied by law that Essential Energy has the benefit of, including statutory warranties under the Australian Consumer Law (at Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), the Supplier represents, warrants and undertakes in relation to each Good that:

- (a) the Good will be free from Defects;
- (b) it has the right to sell the Good and upon ownership of the Good passing to Essential Energy under clause 3.4(a), it will not sell or otherwise part with possession, custody or control of the Good and the Good is free from any Security Interest (other than any Security Interest in favour of Essential Energy), charge, mortgage, lien or other encumbrance;
- (c) where the Good is supplied by reference to a sample or description, the Good corresponds with the sample and description, in terms of quality and all other respects;
- (d) the Good will be of merchantable quality, comply with the Specifications and, as a minimum (and without limiting the Specifications), meet current industry standards;
- (e) it has informed itself of the purposes for which the Good is to be acquired by Essential Energy and that the Good is fit for those purposes; and
- (f) it is reasonable for Essential Energy to rely on the skill and judgment of the Supplier in its supply of the Good.

## 4 FOR THE PROVISION OF SERVICES

### 4.1 Time for performance

- (a) The Supplier must commence and perform the Services:
  - (i) at the site(s) specified in the relevant Purchase Order (if any); and
  - (ii) promptly and, in any event, in accordance with any timetable which has been agreed in writing by Essential Energy for the performance of the Services.
- (b) The Supplier must achieve Completion of the performance of the Services by the Delivery Date(s).

### 4.2 Warranties

The Supplier represents, warrants and undertakes in relation to the performance of the Services that it:

- (a) when performing the Services, will (to the extent applicable to the Services being performed) use parts, materials, items and other goods which are new, of good and merchantable quality and fit for their intended purpose, and which meet current and best industry standards;
- (b) has informed itself of the nature of the Services and any parts, materials, items and other goods necessary for the performance of the Services (and the Supplier agrees that it will be solely responsible for those parts, materials, items and other goods);
- (c) has thoroughly inspected the site(s) at which the Services are to be performed; and
- (d) it is reasonable for Essential Energy to rely on the skill and judgment of the Supplier in its performance of the Services.

### 4.3 Care of the Services

From the time the Supplier is given access to any part of a site(s) specified in the relevant Purchase Order to deliver physical Services until Completion, the Supplier will be responsible for the care of, and must make good at the Supplier's expense, any loss or damage which occurs to:

- (a) the Services or the relevant site;
- (b) construction plant; or
- (c) any things entrusted to the Supplier by Essential Energy for the purpose of carrying out the Services,

except to the extent that an act or omission of Essential Energy has caused the loss or damage.

### 4.4 Long service leave levy

If the Price is \$250,000 (including GST) or more and the Supply is for 'building and construction work', as defined in the *Building and Construction Industry Long Service Payments Act 1986* (NSW) (but excluding routine maintenance, repairs or demolition), then before commencing the Supply, the Supplier must:

- (a) pay to the Building and Construction Industry Long Service Corporation or the Corporation's agent the amount of the long service levy payable under the *Building and Construction Industry Long Service Payments Act 1986* (NSW), and

- (b) provide documentary evidence of payment of the levy to Essential Energy.

**5 DEFECTS**

- (a) At any time prior to Completion, and for a period of at least twelve (12) months thereafter (or such longer period as may be agreed between the parties), the Supplier must, at its cost, (upon a written direction by Essential Energy and within the reasonable time period stated in that direction or, if no time period is stated, promptly) correct:

- (i) any Defect in, or which has arisen from, the Supply (including any Defect in any Good, Service or EE Work, but excluding if the Defect is caused by Essential Energy's improper use of the Good or improper conduct in respect of the Service); and
- (ii) any consequential effects of such Defect,

including by replacing the relevant Good or re-performing the relevant Service if required by Essential Energy (**Defect Correction Period**).

- (b) Where the Supplier fails to correct a Defect in accordance with clause 5(a) (or its consequential effects), Essential Energy may elect to:

- (i) in respect of a Defective Good, return the Good to the Supplier; or
- (ii) in respect of a Defective Service, have that Service carried out by itself or a third party (without in any way affecting or relieving any liability or obligation of, or any warranty given by, the Supplier under the Agreement),

and the actual costs incurred by Essential Energy in doing so (plus the cost of any returned Good, if applicable) will be a debt due from and payable by the Supplier to Essential Energy.

- (c) Where any Defect in the Supply is corrected in accordance with clause 5(a) after Completion (irrespective of whether that correction was carried out by the Supplier, Essential Energy or a third party), a separate Defect Correction Period of twelve (12) months will apply to the Good, Service or other work so corrected commencing from the completion of the correction of the Defect.

- (d) Instead of requiring the Supplier to correct a Defect in the Supply under clause 5(a), Essential Energy may, in writing, notify the Supplier that Essential Energy elects to accept the relevant Defective Supply, and the Supplier will be required to pay Essential Energy, as a debt due from and payable by the Supplier to Essential Energy, the amount assessed by Essential Energy (acting reasonably) as the resulting decrease in value to Essential Energy of the Supply and any other Loss suffered by Essential Energy, and which Essential Energy could not reasonably prevent, due to the Defect.

- (e) A party must promptly notify the other party in writing if it identifies any Defect in, or which has arisen from, the Supply (including any Defect in any Good, Service or EE Work).

- (f) The Supplier must assume liability for any loss or damage caused by the Supplier or any of its personnel, subcontractors or suppliers whilst making good Defects.

**6 GENERAL OBLIGATIONS**

- (a) Without limiting any other obligation of the Supplier under the Agreement, the Supplier must perform the Supply to the reasonable satisfaction of Essential Energy and in:

- (i) a proper and workmanlike manner and using best industry practices, standards and professional skill;
- (ii) without limiting clause 6(a)(i), compliance with the Mandatory Requirements;
- (iii) compliance with any other requirements of the Agreement, including, if any part of the Supply is in the nature of specialist advice or professional services, the terms of Schedule 1.

- (b) The Supplier must:

- (i) manage the planning, execution and delivery of the Supply in accordance with the Agreement;
- (ii) in carrying out the Supply, at all times, minimise nuisance, inconvenience and interference with the conduct of Essential Energy's business and any of its other contractors or consultants;
- (iii) prepare, or cause the preparation of, all required and/or relevant EE Works as part of or in connection with the Supply, and must ensure those EE Works:
  - a. are fit for their intended purpose (as stated in or reasonably ascertainable from the Agreement);
  - b. are accurate and complete in all respects;
  - c. meet the requirements of the Agreement; and
  - d. are prepared in such quantity and format(s) required by Essential Energy and delivered to Essential Energy within the time(s) required by the Agreement or, if no such time(s) is stated, within a reasonable time(s) period(s) required by

Essential Energy;

- (iv) carry out all tests necessary to ensure the Goods or Services (as applicable) comply with the requirements of the Agreement (and where requested by Essential Energy, promptly provide the results of those tests to Essential Energy);

- (v) ensure that the Goods or Services (as applicable) supplied, if involving software or data, do not contain any harmful code (such as viruses or other malicious code);

- (vi) if required by Essential Energy, demonstrate its capability to comply with AS/NZS ISO 9001:2015 or AS/NZS ISO 9001:2016 Quality management systems, or obtain third party certification for its quality management system and provide evidence of that certification in writing to Essential Energy;

- (vii) as a condition precedent to Completion, provide to Essential Energy (by assignment or otherwise) any and all unexpired third-party warranties (including any manufacturer warranties) associated with the Goods or the Services (as applicable) supplied; and

- (viii) not take any action that will void or impair any third-party warranty associated with any of the Goods or Services (as applicable) supplied unless authorised by Essential Energy in writing.

- (c) If it becomes apparent to the Supplier that Completion by the Delivery Date will not be achieved, without prejudice to Essential Energy's other rights or remedies, the Supplier must:

- (i) as soon as possible, notify Essential Energy in writing (including providing reasons for the delay); and

- (ii) take all necessary and reasonable corrective action that Essential Energy may direct at the Supplier's cost (unless an act or omission of Essential Energy not permitted by the Agreement is the cause of the Delivery Date not being met, in which case the cost of such action will be met by Essential Energy).

- (d) Notwithstanding clause 6(c), Essential Energy may at any time, in its sole discretion, for the benefit of either party, and without being under any obligation to do so, by written notice to the Supplier, extend the Delivery Date.

- (e) In accessing any Essential Energy site required for the delivery or performance of the Supply, the Supplier must:

- (i) co-ordinate its delivery or performance of the Supply with the work of Essential Energy or any other person having a right of access to the site (including other contractors);

- (ii) where the delivery or performance of the Supply may affect the environment (whether built or natural), not pollute, contaminate or otherwise damage the environment; and

- (iii) comply with the reasonable and lawful directions and instructions of Essential Energy.

- (f) If the Supplier is not engaged as the principal contractor under clause 17.1(c), in accessing any Essential Energy site required for the delivery or performance of the Supply, the Supplier must:

- (i) act in accordance with the reasonable and lawful directions and instructions of any person engaged by Essential Energy as the principal contractor under Chapter 6 of the WHS Regulation in connection with the Supply; and

- (ii) attend any site inductions relating to work health and safety.

- (g) The Supplier accepts each site where the Supply is carried out in its current state and condition and, subject to Law, is responsible for and assumes the risk of any Loss it suffers or incurs arising out of or connected with the physical conditions of any site (and its surroundings).

- (h) If action is required to avoid injury, death, harm to the environment or loss of, or damage to, property, and the Supplier does not take the necessary action when Essential Energy instructs it, then Essential Energy may, acting reasonably, take the action without relieving the Supplier of its obligations or liabilities and the cost of the action (incurred by Essential Energy) is a debt due and payable by the Supplier to Essential Energy.

- (i) The Supplier must use its best endeavours to keep Essential Energy informed of all matters within the Supplier's knowledge and responsibility in relation to the Supply which are of interest to a prudent client.

- (j) The parties are to do all they reasonably can to co-operate in all matters relating to the Agreement.

**7 LIQUIDATED DAMAGES**

If liquidated damages are specified in a Purchase Order in respect of a Delivery Date and the Supplier fails to achieve Completion by the Delivery Date (except if the Supplier's failure to achieve Completion is due to a wrongful or negligent act or omission of Essential Energy, in which case the entirety of this clause 7 will not apply), then, without prejudice to Essential Energy's other rights and remedies, for

each day between the Delivery Date and:

- (a) the date the Supplier achieves Completion; or
  - (b) the date on which Essential Energy terminates the Agreement,
- whichever is the earlier, the Supplier must pay liquidated damages to Essential Energy at the rate set out in the Purchase Order to a maximum of thirty percent (30%) of the Price. The parties acknowledge and agree that such liquidated damages are a genuine pre-estimate of the minimum Loss that would be incurred by Essential Energy by reason of the Supplier's failure to achieve Completion by the Delivery Date and that such damages are not intended to quantify the full extent of Essential Energy's Losses.

In addition to any liquidated damages specified in a Purchase Order or if 'no', 'NIL', '\$0' or 'N/A' in respect of liquidated damages is specified in a Purchase Order, or if the liquidated damages provided for in a Purchase Order are found to be void or unenforceable for any reason, the parties agree that Essential Energy may claim unliquidated damages at law from the Supplier in relation to the Supplier's failure to achieve Completion by the Delivery Date.

**8 PRICE**

**8.1 Price**

- (a) Subject to the proper performance by the Supplier of its obligations under the Agreement, Essential Energy will pay the Supplier the Price in accordance with clause 9.
- (b) Unless otherwise stated, the Price:
  - (i) is exclusive of GST, but includes all other taxes, duties, levies, fees, charges or imposts; and
  - (ii) includes all of the Supplier's costs in carrying out and complying with its obligations under the Agreement, including all packaging, marking, handling, freight, delivery, testing, certification and insurance costs and travel and subsistence expenses, associated with the Supply.

**8.2 Partial Supply**

If the Supplier is unable to deliver or perform a part of the Supply in accordance with a Purchase Order, Essential Energy may accept the partial performance or delivery of the Supply, and the Price will be adjusted to reflect the reduction in the delivery or performance of the Supply (as assessed by Essential Energy, acting reasonably). Notwithstanding the foregoing, these Terms will continue to apply to the Supply delivered or performed.

**9 PAYMENT**

**9.1 Supplier to provide tax invoice and verifying documentation**

The Supplier must provide a tax invoice compliant with the GST Law on account of the Price (or the relevant part thereof), identifying the Supply delivered or performed and attaching all necessary substantiating documentation, including (if a requirement of Law) a written subcontractor's statement evidencing payment of any subcontractors and workers, and payment of workers compensation insurance premiums and payroll tax relating to such persons, in a form which complies with the requirements of Schedule 2 Part 5 of the *Payroll Tax Act 2007* (NSW), section 175B(7) of the *Workers Compensation Act 1987* (NSW) and section 127(5) of the *Industrial Relations Act 1996* (NSW).

**9.2 Payment to Supplier**

- (a) If SOPA does not apply to the Supply, Essential Energy will pay an invoice correctly rendered by the Supplier in accordance with the Agreement as per the payment terms set out in the relevant Purchase Order or, if no such terms are stated, within thirty (30) days from the date of the Supplier's invoice. The Supplier must provide such an invoice to Essential Energy promptly following the provision of the Supply.
- (b) If SOPA applies to the Supply (that is, the Supply delivered or performed (or any part thereof) is 'construction work' or 'related goods or services', as those terms are defined in SOPA), then:
  - (i) within ten (10) Business Days after a claim for payment under the Agreement is made by the Supplier, Essential Energy will assess the invoice and, if it disagrees with the amount stated, issue a written payment schedule to the Supplier certifying the amount it deems payable to the Supplier and specifying the reasons for the difference; and
  - (ii) within fifteen (15) Business Days after a claim for payment under the Agreement is made by the Supplier, Essential Energy will:
    - a. if a payment schedule has been issued by Essential Energy in accordance with clause 9.2(b)(i) in respect of the Supplier's claim for payment, pay the Supplier the amount certified as payable in the payment schedule (if any); or
    - b. if no payment schedule has been issued by Essential Energy to the Supplier in accordance with clause 9.2(b)(i) in respect of the Supplier's claim for payment, pay the amount stated in the Supplier's claim for payment.
- (c) Without limiting clause 9.2(d), Essential Energy may withhold any

payment due to the Supplier under the Agreement if a third party providing work or services in connection with the Agreement serves Essential Energy with a payment withholding request pursuant to Division 2A of SOPA (**Request**), but only to the extent of the amount stated in the Request.

- (d) Notwithstanding any other provision in the Agreement, Essential Energy may reduce or set-off against the Price or any other amount payable by Essential Energy to the Supplier from time to time under the Agreement, any charge, credit, rebate or other amount which should be reimbursed, or is otherwise payable, to Essential Energy by the Supplier under the Agreement (including an amount under clause 5).
- (e) Unless otherwise stated by Essential Energy, all invoices must be issued and all payments will be made under or in connection with the Agreement in Australian Dollars.
- (f) Any payment made by Essential Energy under or in connection with the Agreement is not an approval by Essential Energy of the Supplier's performance of, or compliance with, the Agreement (or any Law) or an admission of liability.
- (g) The Supplier must ensure Essential Energy is informed in writing of any changes to its details for payment under the Agreement. Any costs or charges incurred by Essential Energy arising out of or in connection with the Supplier's failure to comply with this clause 9.2(g) will be a debt due from and payable by the Supplier to Essential Energy.
- (h) If an amount is payable by the Supplier to Essential Energy under the Agreement, the Supplier must pay Essential Energy that amount within forty-five (45) days of such amount being payable under the Agreement.

**10 GENERAL WARRANTIES, NON-RELIANCE AND INFORMATION**

**10.1 Further warranties**

The Supplier represents, warrants and undertakes to Essential Energy that:

- (a) in carrying out the Supply and performing its other obligations under the Agreement:
  - (i) it, and all Supplier personnel, subcontractors and suppliers, and each of their personnel, who perform the Supply (either in part or in full), will at all times be suitably qualified and experienced, and will exercise due skill, care and diligence;
  - (ii) it has obtained and will maintain all necessary consents, licences, permits, approvals and authorisations (other than those which Essential Energy is expressly required to obtain under the Agreement);
  - (iii) it will at all times comply with the Statement of Business Ethics and will ensure all Supplier personnel, subcontractors and suppliers, and each of their personnel, who perform the Supply (either in part or in full) are of sound character and comply with the Statement of Business Ethics; and
  - (iv) it will at all times comply with all applicable Laws and any reasonable directions and instructions of Essential Energy; and
- (b) at the time of entering into the Agreement:
  - (i) it is a GST registered entity, and will remain a GST registered entity for the duration of the Agreement;
  - (ii) no litigation, arbitration, criminal or administrative proceedings are current, pending or (to its knowledge) threatened which if adversely determined would have a material adverse effect on its ability to perform its obligations under the Agreement; and
  - (iii) to the best of its knowledge, it does not have a conflict of interest, and no conflict of interest is likely to arise in the performance of the Agreement. The Supplier must promptly notify Essential Energy if it becomes aware, at any time, of the existence or possibility of a conflict of interest.

**10.2 Non-reliance**

- (a) The Supplier warrants that it has entered into the Agreement without relying on any representation by Essential Energy, provided that such representation was not fraudulent, misleading or deceptive, and the Supplier agrees to make its own enquiries and investigations to confirm the accuracy of any Essential Energy Data, and, without limiting any law, may not rely on any Essential Energy Data provided by or on behalf of Essential Energy unless it expressly forms part of the Agreement.
- (b) The Supplier acknowledges that Essential Energy owes no duty to the Supplier to inspect any EE Work or review any EE Work for errors, omissions or compliance with the requirements of the Agreement.
- (c) Any review, examination or inspection by Essential Energy of any EE Work (or any comment upon such) or any part of the Supply will not constitute the verification or acceptance by Essential Energy of the adequacy of the EE Work or the Supply, and nor will it, to the maximum extent permitted by law, in any way lessen or otherwise affect:
  - (i) any of the Supplier's obligations or liabilities whether under the Agreement or otherwise at law; or

- (ii) or prejudice Essential Energy's rights against the Supplier whether under the Agreement or otherwise at law.

**10.3 Confidentiality, documents and publicity**

- (a) The Supplier must treat all information received or obtained by the Supplier in connection with the Agreement relating to the business and affairs of Essential Energy as Confidential Information, and must keep the same strictly confidential and not disclose it to any person without the prior written consent of Essential Energy, other than to the Supplier's officers, directors and employees and professional advisers on a strict "need-to-know" basis or as may be required by applicable Law.
- (b) Notwithstanding any other provision in the Agreement, any Essential Energy Data, or other property (tangible or intangible) provided by Essential Energy to the Supplier, remains (as between Essential Energy and the Supplier) the property (including the Intellectual Property) of Essential Energy at all times, and must be provided or returned (as the case may be) to Essential Energy (or in the case of Essential Energy Data and at Essential Energy's election, destroyed or erased) at the Supplier's cost promptly upon:
  - (i) Essential Energy's request; or
  - (ii) termination of the Agreement or Completion, whichever occurs first.
- (c) A party must not disclose, including in its advertising, referral or publicity material, the existence of the Agreement or the terms of its relationship with the other party or use the other party's name, brand or trade-marks for publicity or reference purposes without the prior written consent of the other party (which must not be unreasonably withheld). This clause 10.3(c) does not apply to the extent a disclosure is required by Law, the rules of an applicable stock exchange or, in Essential Energy's case, to respond to a request of Parliament, a Parliamentary Committee or a Minister or for the purposes of government accountability.
- (d) Essential Energy agrees to treat as confidential any information of the Supplier provided to Essential Energy marked as "commercial in confidence" (except that Essential Energy may disclose such information as required by any Law (including the *Government Information (Public Access) Act 2009* (NSW)), at the request of Parliament, a Parliamentary Committee or a Minister, or for the purposes of government accountability).

**11 INDEMNITY**

**11.1 Supplier indemnities**

To the maximum extent permitted by law, the Supplier is liable for and indemnifies (and will keep indemnified) Essential Energy and its officers, directors, agents and employees in respect of any Claims made against or Losses sustained, incurred or suffered by any of them as a result of any:

- (a) Defect, inherent or otherwise, in the Supply or any part of the Supply (except to the extent the Defect is the fault of Essential Energy), including but not limited to any delays (including to third parties) associated with the Defect or Defective Supply or the re-performance or replacement of the Defective Supply, to the extent the delivery of the Supply, or the Supplier or any of its personnel, subcontractors or suppliers, caused or contributed to the relevant Defect;
- (b) Claim that the receipt, possession or use of any part of the Supply (which is produced, delivered, provided or performed by, or on behalf of, the Supplier or any of its personnel, subcontractors or suppliers) by Essential Energy in accordance with the Agreement, or its rights granted herein, infringes the Intellectual Property Rights, or other rights, of any person;
- (c) breach of the Agreement (including a breach of clause 24, 35 or 37) or any Mandatory Requirement or Law by the Supplier or any of its personnel, subcontractors or suppliers; or
- (d) personal injury, death, disease or illness (including mental illness) of any person or loss of, or damage to, or loss of use of, any property of any person to the extent caused by the Supplier or any of its personnel, subcontractors or suppliers.

**11.2 Exclusion of consequential loss**

To the maximum extent permitted by law, Essential Energy will not under any circumstances be liable to the Supplier, regardless of the cause of action, for any loss of profit or expected profit, loss of revenue, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated savings, or for any loss of an indirect or special nature whatsoever claimed by the Supplier, and whether or not such loss was foreseeable, ascertainable or otherwise.

**12 INSURANCE REQUIRED BY SUPPLIER**

Unless otherwise specified in the relevant Purchase Order, the Supplier must hold the insurances that a prudent supplier of the Supply would hold, including:

- (a) insurance to cover physical loss or damage to the Goods (including during transit) for full replacement value;
- (b) public and product liability insurance to cover the parties for their liability to third parties, and the Supplier's liability to Essential Energy,

for loss or damage to property or injury or death to any person arising out of or in connection with the Supply for the insured amount of not less than \$20,000,000 per occurrence;

- (c) as applicable:
  - (i) workers compensation insurance covering the death of or injury to any persons employed by Supplier as required by the *Workers Compensation Act 1987* (NSW); or
  - (ii) personal accident and illness insurance providing weekly benefits of at least 75% of weekly income, death and capital benefits of at least \$250,000 and for a minimum benefit period of 104 weeks;
- (d) if motor vehicles are used in providing the Supply, compulsory third party (CTP) and comprehensive motor vehicle insurance (which includes cover for damage and theft);
- (e) if any part of the Supply involves the provision of specialist or expert advice or services, professional indemnity insurance for the insured amount of not less than \$5,000,000 for any one claim and in the aggregate (or any greater amount specified in the relevant Purchase Order), and which is maintained for a period of at least seven (7) years following Completion or the earlier termination of the Agreement; and
- (f) any other insurance specified in the relevant Purchase Order and agreed by the parties (which may include cyber insurance covering Loss suffered by Essential Energy, and any Claims made by third parties against Essential Energy, in respect of confidentiality or privacy breaches, loss of data, corruption of software and any unauthorised access to computer systems or the hosting environment that result in (whether directly or indirectly) loss of data or network failure.

If requested by Essential Energy, the Supplier must provide certificates of currency to Essential Energy which confirm the Supplier holds the insurances required by this clause 12

The insurances required by this clause 12 must be effected and maintained at all relevant times with an insurer that is at least the holder of a current licence issued by the Australian Prudential Regulation Authority.

**13 SUPPLIER INTELLECTUAL PROPERTY**

- (a) The Supplier acknowledges that Essential Energy owns the Intellectual Property Rights in any Works produced or prepared by the Supplier, or on the Supplier's behalf, for or in connection with the Agreement and the Supply, including any Design Documentation (**EE Works**).
- (b) The Supplier hereby absolutely assigns and transfers (and will procure that its personnel, affiliates, subcontractors and suppliers assign and transfer) to Essential Energy with full title guarantee all existing and future Intellectual Property Rights throughout the entire world in the EE Works, including all statutory and common law rights attaching thereto, and which includes the Supplier obtaining moral rights waivers in respect of the EE Works in favour of Essential Energy (unless Essential Energy notifies the Supplier in writing that it does not require such waivers).
- (c) If a Work is provided by the Supplier to Essential Energy in connection with the Agreement that is not an EE Work, but the Work is required for Essential Energy to obtain any benefit of the Supply, or to exercise its rights in relation to the Supply, the Supplier must ensure that Essential Energy is granted an irrevocable, transferable, sub-licensable, fully paid-up and royalty-free licence to use that Work for that purpose.
- (d) The Supplier warrants that its provision of any EE Work, and Essential Energy's exercise of the licence granted to it under clause 13(c), will not infringe any third party's Intellectual Property Rights.

**14 GOODS AND SERVICES TAX**

- (a) Save for defined terms in the Agreement or unless the context otherwise requires, words or expressions used in this clause 14 which have a particular meaning in the GST Law have the same meaning as is attributed to them in the GST Law.
- (b) Except where express provision is made to the contrary and subject to this clause 14, any amount that may be payable under the Agreement is exclusive of any GST.
- (c) Any part or progressive or periodic component of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 14.
- (d) If a party makes a taxable supply under or in connection with the Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- (e) If the GST payable in relation to a supply made under or in connection with the Agreement varies from the amount paid by the recipient under clause 14(d), then the supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that difference from, the recipient. Where there is an adjustment event, the relevant party must issue an adjustment note to the other party as soon as it becomes aware of the adjustment event.
- (f) To the extent that one party is required to reimburse another party for

costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

- (g) A party's right to payment under the Agreement is subject to a valid tax invoice compliant with the GST Law being delivered to the recipient of the taxable supply.

**15 DEFAULT AND TERMINATION**

**15.1 Termination for Supplier default**

Essential Energy may terminate the Agreement with immediate effect by providing written notice to the Supplier if the Supplier:

- (a) advises Essential Energy, or indicates through conduct, that it is unable or unwilling to complete any part of performance of the Agreement;
- (b) is in breach of the Agreement and such breach is incapable of being remedied in its entirety;
- (c) is in breach of the Agreement and such breach is capable of being remedied, but the Supplier fails to remedy the breach within the time stated in a prior written notice from Essential Energy to the Supplier requiring the Supplier to so remedy the breach (which must be reasonable) (**Breach Notice**) or, if no time is stated in the Breach Notice, within fourteen (14) days of the Supplier's receipt of the Breach Notice;
- (d) breaches any Modern Slavery Law or commits an offence involving Modern Slavery;
- (e) is, at any time, found by the ICAC to have engaged in any Corrupt Conduct;
- (f) fails to comply with clause 24, 35(g)(i) or 37;
- (g) acts or omits to act in a manner calculated or likely to bring Essential Energy into disrepute;
- (h) subject to Law, has experienced a material adverse change in its circumstances, its legal structure or its identity which in the reasonable opinion of Essential Energy will adversely impact the Supplier's ability to perform its obligations under the Agreement; or
- (i) is subject to an Insolvency Event.

**15.2 Termination for impossible performance**

If the Supplier's obligations under the Agreement become impossible to perform as a result of any government imposed restriction, government declaration of war, act of god or pandemic declared by the World Health Organisation, then the parties may mutually agree to terminate the Agreement and:

- (a) subject to clauses 15.2(b), 15.2(c) and 15.2(d), neither party may seek damages of any kind from one another in connection with the mutual termination of the Agreement under clause 15.2;
- (b) any portion of the Price paid by Essential Energy for Goods not supplied or Services not performed by the Supplier will be a debt due from and payable by the Supplier to Essential Energy;
- (c) Essential Energy will make any outstanding payment to the Supplier for any part of the Supply delivered or performed by the Supplier up to the date of termination; and
- (d) clauses 15.4(b)(ii) and 15.4(b)(iii) will apply.

**15.3 Termination for convenience**

- (a) Essential Energy may for its sole convenience and without cause terminate the Agreement at any time by written notice to the Supplier, and such termination will take effect from the time stated in the notice or, if no time is stated, within two (2) weeks from the Supplier's receipt of the notice (unless another time is agreed between the parties).

- (b) Where Essential Energy terminates the Agreement under clause 15.3(a):
  - (i) Essential Energy will make any outstanding payments to the Supplier for any part of the Supply delivered or performed by the Supplier up to and including the date of termination; and
  - (ii) the Supplier will not be entitled to payment of any other costs, expenses or damages whatsoever in connection with the termination of the Agreement.

**15.4 Procedure upon termination**

- (a) If the Agreement is terminated, for whatever reason:
  - (i) the Supplier must, from the date the termination takes effect, cease the delivery or performance of the Supply;
  - (ii) the Supplier must, at its cost, within fourteen (14) days of the termination, at Essential Energy's election, provide or return (as the case may be) to Essential Energy or destroy (or in the case of machine readable records, erase) all Essential Energy Data and other property (tangible or intangible); and
  - (iii) Essential Energy may (in its absolute discretion) engage others to, or itself, carry out any part or the whole of the

remaining Supply (without compensation to the Supplier).

- (b) If the Agreement is terminated by Essential Energy in accordance with clause 15.1, without limiting any other rights or remedies Essential Energy may have (including at law):

- (i) Essential Energy may determine the reasonable cost incurred by Essential Energy in itself completing, or having others complete, any part or the whole of the remaining Supply and any other Losses sustained by Essential Energy as a consequence of the termination, and the same will constitute a debt due from and payable by the Supplier to Essential Energy;
- (ii) upon Essential Energy's request, the Supplier must provide Essential Energy with all documents (including EE Works) and the like in the Supplier's possession which is connected with the Supply and reasonably required by Essential Energy to facilitate the completion of the Supply, and the Supplier must ensure that Essential Energy is given or assigned all rights (including Intellectual Property Rights) to use that documentation for that purpose; and
- (iii) upon Essential Energy's request, the Supplier must do all such things reasonably necessary to enable Essential Energy to take an assignment of the Supplier's rights and benefits under any contracts with sub-suppliers, including any warranties and guarantees, that are related to the Supply.

- (c) Without limiting clauses 15.2, 15.3, 15.4(a) and 15.4(b), termination of the Agreement for whatever reason will not affect any rights or remedies accrued by either party, whether under the Agreement or at law, prior to the date of termination.

**16 DISPUTE RESOLUTION**

**16.1 Dispute Notice**

- (a) If a dispute between Essential Energy and the Supplier arises out of or in connection with the Agreement (**Dispute**), either party may give the other written notice of the Dispute (**Dispute Notice**). The Dispute Notice must specify in reasonable detail the basis of the Dispute.
- (b) Neither party may commence proceedings (other than for injunctive or other urgent relief) in respect of any Dispute before this clause 16 has been complied with.

**16.2 Meeting**

If a Dispute notified under clause 16.1(a) has not been settled within seven (7) days of the Dispute Notice, either party may require, by further notice in writing to the other, that a person holding a position of senior management of each of the parties meet in good faith, and on a without prejudice basis, with a view to resolving, or agreeing a method for resolving, the Dispute (**Further Dispute Notice**). The meeting of the parties' senior management must be held within two (2) weeks of the date of the Further Dispute Notice. All aspects of the negotiations in respect of a Dispute must be kept confidential, except the fact of their occurrence.

**16.3 Continued performance**

Despite the existence of a Dispute, the Supplier must continue to perform its obligations under the Agreement.

**17 WORK HEALTH AND SAFETY & CHAIN OF RESPONSIBILITY**

**17.1 Work health and safety**

- (a) The Supplier must comply, and ensure that the Supply conducted by or on its behalf complies, with the WHS Laws, including to the extent that the Supplier is a person conducting a business or undertaking (including to whom any of sections 20 to 26 of the WHS Act applies).
- (b) The Supplier must:
  - (i) conduct its own risk assessments in respect of, and put in place measures to eliminate or reduce risks to, health and safety arising from the delivery or performance of the Supply;
  - (ii) produce and supply to Essential Energy, if requested, all documentation required by, or arising out of, the WHS Act and WHS Regulation;
  - (iii) in respect of any risks arising from the delivery or performance of the Supply, provide information to Essential Energy about any joint duties owed under the WHS Act and must consult and cooperate with Essential Energy in respect of these risks;
  - (iv) cooperate and do all things necessary to assist, and refrain from doing anything that may impede Essential Energy (including any of its officers, directors, agents and employees) discharging its obligations under the WHS Law; and
  - (v) co-operate fully with, and promptly notify Essential Energy of any investigation by, any government agency, Parliamentary inquiry, board of inquiry or coronial inquiry with respect to a 'notifiable incident' under section 35 of the WHS Act.
- (c) To the extent the Supply is a project that involves 'construction work' (as that term is defined in clause 289 of the WHS Regulation) where the cost

of the construction work totals \$250,000 or more, Essential Energy, as the party commissioning the Supply:

- (i) engages the Supplier as principal contractor for the Supply;
- (ii) authorises the Supplier to have management and control of any workplace relating to the Supply; and
- (iii) authorises the Supplier to discharge, exercise and fulfil the functions, duties and obligations of a principal contractor under Chapter 6 of the WHS Regulation in connection with the Supply,

and the Supplier accepts the engagement as principal contractor and agrees to discharge, exercise and fulfil the functions, duties and obligations imposed on a principal contractor by the WHS Act and the WHS Regulation.

- (d) If the engagement of the Supplier as principal contractor under clause 17.1(c) is, for any reason, not effective, the Supplier agrees that it must discharge, exercise and fulfil the functions, duties and obligations of a principal contractor under the WHS Law as if the Supplier had been validly engaged as the principal contractor in respect of the Supply.
- (e) Save for defined terms in the Agreement or unless the context otherwise requires, words or expressions used in this clause 17.1 which have a particular meaning in the WHS Act or the WHS Regulation have the same meaning as is attributed to them in the WHS Act or the WHS Regulation.

**17.2 Heavy Vehicle National Laws**

- (a) The Supplier warrants that it is familiar, and has the capacity and resources to comply, with the Heavy Vehicle National Laws.
- (b) The Supplier will, and must ensure that all subcontractors will, for the duration of the Supply, comply with its obligations under the Heavy Vehicle National Laws and, upon request, provide Essential Energy with evidence of such compliance.
- (c) The Supplier agrees to cooperate with and do all things necessary to assist Essential Energy in discharging Essential Energy's obligations under the Heavy Vehicle National Laws to the extent that those laws apply to the Supply.
- (d) The Supplier must inform Essential Energy, as soon as possible upon becoming aware, of any non-compliance or suspected non-compliance with the Heavy Vehicle National Laws by the Supplier or any subcontractor. The Supplier must ensure the non-compliance is investigated and cooperate with Essential Energy in relation to investigation of the non-compliance. Where appropriate, the Supplier must take steps to ensure the timely rectification of the non-compliance is achieved.

**18 COMPLIANCE WITH MODERN SLAVERY LAWS**

- (a) The Supplier warrants at all times that it:
  - (i) will not supply any Goods or Services it knows (or ought to know through the making of reasonable inquiries) are the product of Modern Slavery; and
  - (ii) does not use any labour practices involving Modern Slavery.
- (b) The Supplier must:
  - (i) not engage in Modern Slavery;
  - (ii) comply with all Mandatory Requirements relating to Modern Slavery, including requirements relating to its business and operations and its affiliates and, to the extent applicable, its supply chains;
  - (iii) as appropriate, develop and maintain policies and procedures to avoid engaging in Modern Slavery;
  - (i) notify Essential Energy upon becoming aware of any complaint or allegation that the Supplier, or any entity in its supply chain, has engaged in Modern Slavery;
  - (ii) promptly upon Essential Energy's request, provide Essential Energy with a copy of any statement or report the Supplier is required to prepare under any Modern Slavery Law; and
  - (iii) otherwise provide Essential Energy, within a reasonable period of time following a request by Essential Energy, with all information required for Essential Energy to comply with Essential Energy's reporting obligations under the Modern Slavery Laws.

**19 NSW GOVERNMENT REQUIREMENTS**

**19.1 Supplier Code of Conduct**

The Supplier must at all times comply with the NSW Government Supplier Code of Conduct (available at [www.buy.nsw.gov.au](http://www.buy.nsw.gov.au)), as in force and updated from time to time.

**19.2 New South Wales Industrial Relations Guidelines: Building and Construction Procurement**

- (a) The New South Wales Industrial Relations Guidelines: Building and Construction Procurement, July 2013 (updated September

2017), as in force and updated from time to time, (NSW Guidelines) will apply to the Supply if the Supply constitutes 'building and construction work' (as defined in the NSW Guidelines) and the Supply was the subject of an expression of interest or request for tender issued (or equivalent procurement process) by or on behalf of Essential Energy.

- (b) Where the NSW Guidelines apply to the Supply, the Supplier:

- (i) warrants that neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Guidelines that preclude it from entering into the Agreement;
- (ii) agrees that, by performing the Supply, it will be taken to have read and understood, and that it will comply with, the NSW Guidelines;
- (iii) agrees not to appoint or engage another party in relation to the Agreement where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Guidelines;
- (iv) will notify the Construction Compliance Unit (CCU) and Essential Energy of any possible non-compliance with the NSW Guidelines, and of remedial action taken, within twenty four (24) hours of becoming aware of the possible non-compliance;
- (v) will maintain adequate records of compliance with the NSW Guidelines; and
- (vi) acknowledges that compliance with the NSW Guidelines will not relieve the Supplier from its responsibility to perform the Supply and any other obligation under the Agreement, or from liability for any Defect in the Supply or from any other legal liability.

**20 AER ELECTRICITY DISTRIBUTION RING-FENCING GUIDELINE**

- (a) The Supplier acknowledges that the Australian Energy Regulator (AER) Ring-fencing Guideline (Electricity Distribution), as amended or updated from time to time, (Ring-fencing Guideline) may apply to the Supply.
- (b) If the Supplier's provision of any part of the Supply enables or assists Essential Energy to supply any 'direct control network service' (within the meaning of the *National Electricity (NSW) Law* or the *National Electricity (Queensland) Law* (as applicable)), the Supplier warrants that it will comply with:
  - (i) clauses 4.1, 4.2.1, 4.2.2 and 4.3.1; and
  - (ii) clause 4.2.3, in relation to the brands of Essential Energy, of the Ring-fencing Guideline as if the Supplier was Essential Energy.
- (c) The Supplier must not act in a manner or do any thing that would cause Essential Energy to breach its obligations under the Ring-fencing Guideline.
- (d) Notwithstanding, and in precedence of, any other provision in the Agreement, the Supplier hereby gives its consent to Essential Energy to disclose any 'ring-fenced information' (within the meaning of the Ring-Fencing Guideline) that Essential Energy acquires from the Supplier under the Agreement, in order for Essential Energy to comply with, or discharge its obligations under, the Ring-fencing Guideline. Essential Energy will promptly notify the Supplier of any such information it shares with a third party pursuant to this clause.

**21 PROPORTIONATE LIABILITY EXCLUDED**

The parties agree that, to the maximum extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any rights, obligations and liabilities arising out of or in connection with the Agreement, whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

**22 VIENNA CONVENTION**

The parties agree that the Agreement expressly excludes the application of the *Sale of Goods (Vienna Convention) Act 1986* (NSW).

**23 PERSONAL PROPERTY SECURITIES ACT**

- (a) The Supplier acknowledges and agrees that the Agreement:
  - (i) constitutes a 'Security Agreement' for the purposes of the PPSA; and
  - (ii) creates a Security Interest of Essential Energy in the Goods and all things produced for or in connection with the performance of the Services.
- (b) Essential Energy may, by notice to the Supplier, require it to take all steps or do any other thing that Essential Energy considers necessary or desirable to ensure that the Agreement or any Security Interest arising hereunder, is enforceable against the Supplier or any third party or to protect, perfect, record or better secure, or obtain or preserve the priority of, the security position of Essential Energy under the Agreement. The Supplier must comply with the requirements of such a notice within the time stated in the notice at the Supplier's cost.
- (c) The Supplier waives any rights to receive a verification statement. To the extent that Chapter 4 of the PPSA would otherwise apply to enforcement

by Essential Energy of any Security Interest in collateral, the parties agree that, to the extent the PPSA allows, sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply.

**24 CRITICAL INFRASTRUCTURE AND SECURE DATA CONDITIONS**

(a) The Supplier is hereby notified, and acknowledges and agrees, that:

- (i) assets which Essential Energy operates or maintains may constitute 'critical infrastructure assets' and/or a 'System of National Significance', including for the purposes of (and as defined in) the Security of Critical Infrastructure Legislation, being, without limitation, those physical facilities, supply chains, information technologies and communication networks which, if destroyed, degraded or rendered unavailable for an extended period, or if another hazard occurred, would have a significant relevant impact on the defence of Australia, national security or the social or economic stability of the State of New South Wales or other States or Territories (or their people) (being Critical Assets);
- (ii) strict compliance with the Security of Critical Infrastructure Legislation and the Distributor Licence is critical to the business and operations, and the security of the business and operations, of Essential Energy;
- (iii) Essential Energy has obligations under the Security of Critical Infrastructure Legislation and that the Supplier must, in connection with Essential Energy's compliance with the Security of Critical Infrastructure Legislation and its Distributor Licence:
  - a. ensure it has sound practices and processes in place to manage and retain all information created or otherwise held by it in connection with the Agreement;
  - b. retain and provide to Essential Energy copies of such records and information referred to in paragraph a. above as may be required by Essential Energy from time to time;
  - c. comply with Essential Energy's reasonable directions and co-operate with and assist Essential Energy (and regulators); and
  - d. provide Essential Energy (and regulators) with reasonable access to the Supplier's premises and equipment; and
- (iv) if the Supplier is providing a Data Storage or Processing Service under or in connection with the Agreement which relates to Business Critical Data, such Data Storage or Processing Service:
  - a. is provided to Essential Energy on a commercial basis; and
  - b. relates to Business Critical Data.

(b) The terms of this clause 24 are based on the:

- (i) Security of Critical Infrastructure Legislation; and
- (ii) Distributor Licence which applies to Essential Energy as at the date of execution of the Agreement. If and to the extent that the Commonwealth of Australia or the State of New South Wales requires Essential Energy to agree to any additional requirements which relate to the Agreement or its subject matter, then the Supplier must meet with Essential Energy at a time reasonably required by Essential Energy to discuss and agree, in good faith, amendments to the Agreement to reflect such requirements.

(c) This clause 24(c) applies if the Agreement affects or involves a Critical Asset or any information or data, in whatever form that information or data may exist, which relates to a Critical Asset (being **Critical Information**). The Supplier must:

- (i) comply with directions given by Essential Energy for the purposes of compliance with the Security of Critical Infrastructure Legislation, including (without limitation) complying with a direction:
  - a. to implement specific security controls or plans;
  - b. to do or refrain from doing an act or thing if there is a risk of an act or omission that would be prejudicial to security;
  - c. to provide particular information relating to an incident (for the purposes of the Security of Critical Infrastructure Legislation);
  - d. to obtain particular security clearances, as required by the Security of Critical Infrastructure Legislation; or

e. arising out of Part 3 of the *Security of Critical Infrastructure Act 2018* (Cth);

- (ii) in relation to the Critical Asset or Critical Information, comply with any applicable and adequate security, cyber and information processes, procedures, systems and requirements and risk management plans and programs (including all relevant requirements of Essential Energy's 'Critical Infrastructure Risk Management Program', as required by the Security of Critical Infrastructure Legislation) and any other relevant policies notified to the Supplier by Essential Energy from time to time;
- (iii) take all action reasonably necessary to ensure the security of the relevant Critical Asset or Critical Information and not do, or omit to do, any act or thing that would be prejudicial to the security of that Critical Asset or Critical information; and
- (iv) without limiting clause 25.2(b), upon becoming aware of any actual or suspected incident (for the purposes of the Security of Critical Infrastructure Legislation) in relation to the relevant Critical Asset or Critical Information:
  - a. notify Essential Energy in writing immediately of the incident; and
  - b. provide all details, information, support and assistance to or at the request of Essential Energy in respect of the incident.

Nothing in this clause 24(c) requires the Supplier to disclose 'Protected Information' (within the meaning of the *Security of Critical Infrastructure Act 2018* (Cth)) to Essential Energy to the extent doing so would cause the Supplier to breach any provision of the Security of Critical Infrastructure Legislation.

(d) Subject to clause 24(e), the Supplier must ensure that all Secure Data in the possession of, or otherwise obtained by, the Supplier or any of its personnel, affiliates, subcontractors or suppliers is:

- (i) held solely within Australia;
- (ii) in the case of Secure Data (other than Load Data), only accessible from within Australia;
- (iii) in the case of Operational Technology Information, only accessible by a Relevant Person who has been authorised by Essential Energy; and
- (iv) in the case of Secure Data (other than Operational Technology Information), only accessible by a:
  - a. Relevant Person; or
  - b. person who has been authorised by Essential Energy.

(e) If the Supplier is a service provider in the electricity sector and needs to access (or allow access to) any Secure Data from, or send any Secure Data, outside of Australia to provide a service or perform a function under the Agreement, it must seek the prior written consent of Essential Energy to do so and, if such consent is granted, comply with best industry practice and any conditions of that consent. Essential Energy may, in its sole discretion, withhold its consent or grant such consent (including with conditions) if Essential Energy deems such access to be reasonably required:

- (i) in the ordinary course of business,
- (ii) for the Supplier to provide the relevant service or function under the Agreement; and
- (iii) in accordance with best industry practice.

(f) Notwithstanding any other provision in the Agreement, the terms of this clause 24 prevail over the other terms of the Agreement to the extent of any conflict or inconsistency.

**25 DATA PROTECTION AND CYBER SECURITY**

**25.1 Data protection**

(a) The Supplier:

- (i) acknowledges and agrees that its only rights in relation to any Essential Energy Data provided to it by or on behalf of Essential Energy is the ability to access and use it strictly in accordance with the Agreement, except to the extent agreed by Essential Energy in writing;
- (ii) undertakes and warrants that it will only access, hold, use and disclose Essential Energy Data for the purpose of the delivery or performance of the Supply and it will not make Essential Energy Data available to external parties without the prior written approval of Essential Energy, or take, transfer, transmit or disclose Essential Energy Data outside of Australia, or allow Essential Energy Data to be taken, transferred, transmitted, accessed or disclosed outside of Australia, unless agreed by Essential Energy in writing; and
- (iii) must have policies and procedures in place to ensure compliance with any applicable Laws relating to data.

- (b) Essential Energy may conduct, and the Supplier must reasonably submit to, and comply with the results of, any audit of the Supplier's compliance with this clause 25, including compliance with any applicable Laws and industry standards, and any necessary audit of the Supplier's information technology systems and related materials.

**25.2 Data Breaches**

- (a) The Supplier must:
- (i) take all reasonable steps to detect and prevent Cyber Security Incidents; and
  - (ii) ensure that Essential Energy Data and Personal Information are protected against misuse, interference and loss, and from unauthorised access, modification or disclosure.
- (b) If the Supplier suspects there has been or becomes aware of a Cyber Security Incident, then the Supplier must:
- (i) immediately notify Essential Energy of the Cyber Security Incident, and in any event, no later than ten (10) hours after suspecting or becoming aware of the Cyber Security Incident;
  - (ii) promptly disclose all relevant information required by Essential Energy in relation to the Cyber Security Incident;
  - (iii) cooperate with Essential Energy in investigating the suspected or actual Cyber Security Incident;
  - (iv) comply with Essential Energy's reasonable directions relating to the Cyber Security Incident; and
  - (v) if applicable or required by Essential Energy, no later than twenty-four (24) hours from suspecting or becoming aware of the Cyber Security Incident, notify the Australian Cyber Security Centre (ACSC) of the Cyber Security Incident, and promptly cooperate with and provide all reasonable assistance to the ACSC and any other regulator.
- (c) The Supplier must not, unless compelled to do so by a legislative requirement, disclose to any third party (including the Information Commissioner, as defined in the *Australian Information Commissioner Act 2010* (Cth)) the existence or circumstances surrounding any Cyber Security Incident without Essential Energy's prior written approval (which is not to be unreasonably withheld or delayed).

**25.3 Awareness programme**

If the Supplier is in possession of Essential Energy Data of a kind described in clause 24, the Supplier must have a 'Privacy and Data Security' awareness programme in place that is to be delivered to all personnel, subcontractors and suppliers annually and to new personnel, subcontractors and suppliers upon their engagement by the Supplier. The programme must as a minimum cover the requirements of clauses 24 and 25.

**26 PERSONAL INFORMATION**

- (a) Any Personal Information collected by Essential Energy from or through the Supplier in connection with the Agreement will be used in relation to the Agreement and managed and stored in accordance with Essential Energy's Privacy Policy (which is available on Essential Energy's website [www.essentialenergy.com.au/](http://www.essentialenergy.com.au/)).
- (b) In respect of any Personal Information collected by the Supplier from or through Essential Energy in connection with the Agreement, the Supplier must comply with:
- (i) any reasonable directions of Essential Energy relating to use, management and storage of that Personal Information; and
  - (ii) the *Privacy Act 1988* (Cth).

**27 NO EXCLUSIVITY**

Entering into the Agreement with Essential Energy does not:

- (a) give the Supplier the right to be the sole deliverer or supplier of any Goods or Services to Essential Energy; or
- (b) prevent Essential Energy from obtaining goods, services or other work that are the same as, or similar to, the Goods or Services from third parties.

**28 RECORDS AND INFORMATION ACCESS**

- (a) The Supplier must keep and maintain financial, operational and other relevant records to enable its compliance with the Agreement to be verified (including information relating to the Supply and any other records required by Law) in an accessible and secure form for a period of at least seven (7) years from the date of their creation, or longer if required by Law.
- (b) The Supplier must, at its expense and within the time requested by Essential Energy (acting reasonably), provide Essential Energy with access to and copies of (if required by Essential Energy) such

information requested by Essential Energy in the Supplier's possession relating to the Agreement (including information supplied by or on behalf of Essential Energy to Supplier):

- (i) for the purposes of Essential Energy's compliance with any Law, including the *Government Information (Public Access) Act 2009* (NSW) and the *Security of Critical Infrastructure Act 2018* (Cth);
- (ii) in connection with a request of Parliament or any Minister; or
- (iii) for the purposes of government accountability.

**29 ASSIGNMENT AND SUBCONTRACTING**

- (a) The Supplier must not:
- (i) assign or transfer the benefit of, dispose of any obligation under or novate the Agreement; nor
  - (ii) subcontract any part of the Supply, without the prior written approval of Essential Energy. This consent will not be unreasonably withheld, but may be subject to Essential Energy's reasonable conditions, which may include obtaining a financial capacity assessment of any entity to whom the Agreement is to be novated or a collateral warranty deed (including a deed proposed by Essential Energy) from any subcontractors.
- (b) If any approval to subcontract is given by Essential Energy under clause 29(a), the Supplier must ensure that its subcontractors effect and maintain equivalent insurances to those required under the Agreement (as applicable) and satisfy the Supplier's obligations under the Agreement.
- (c) Any approval given by Essential Energy to the subcontracting of any part of the Supply under clause 29(a) does not relieve the Supplier from its obligations and liabilities pursuant to the Agreement. The Supplier agrees that it is, to the maximum extent permitted by law, fully liable for all acts and omissions (including the negligence) of its personnel, subcontractors (including subconsultants), suppliers, officers and agents and each other person within its contractual chain under or in any way in connection with the Agreement, as if such acts and omissions were those of the Supplier itself.
- (d) Essential Energy may assign its rights or novate its rights and obligations under the Agreement to any person without the prior consent of the Supplier.

**30 GENERAL**

- (a) Without limiting clause 2.2(a), the Agreement contains the entire agreement and understanding between the parties on everything connected with the subject matter of the Agreement and supersedes any prior agreement or understanding connected with that subject matter, except for any separate confidentiality deed the Supplier has entered into with, or in favour of, Essential Energy connected with that subject matter. Despite the Agreement, such confidentiality deed remains in full force and effect and its terms will prevail to the extent of any inconsistency with clause 1.1 or 10.3 of the Agreement (unless the Agreement expressly states otherwise).
- (b) Subject to clause 22, the law governing the Agreement is the law of the State of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales and any courts competent to hear appeals from those courts with respect to any proceedings which may be brought at any time relating to the Agreement.
- (c) The Supplier must ensure its personnel and its affiliates, subcontractors and suppliers, and each of their personnel, comply with the Supplier's obligations under the Agreement as if they are party to it.
- (d) If the Supplier comprises two (2) or more persons, the obligations and liabilities of the Supplier under the Agreement binds those persons jointly and severally.
- (e) The rights, powers, privileges and remedies provided under any provision of the Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided under any other provision of the Agreement or by applicable law or otherwise.
- (f) No waiver of any right under the provisions of the Agreement will be of any force or effect unless such waiver is in writing, signed by the party making the waiver and is expressly stated to be a waiver. Either party's waiver or failure to enforce any rights under the provisions of the Agreement will not in any way affect or limit that party's right thereafter to enforce strict compliance with the provisions of the Agreement.
- (g) Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy.
- (h) If any part of the Agreement is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Agreement will not be affected and will be read as if that part had been severed.
- (i) A provision of the Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of that provision in the Agreement.
- (j) The parties agree that the Agreement constitutes a valid and legally binding obligation and is enforceable in accordance with its terms,

- except to the extent of discretions of courts regarding the availability of equitable remedies and laws affecting creditor's rights generally.
- (k) Unless the Supplier has an express entitlement to payment for a particular obligation, direction, request or action under the Agreement, such obligation, direction, request or action will be deemed included in the Price and must be complied with by the Supplier at the Supplier's cost.
  - (l) Nothing in the Agreement will be construed or interpreted as creating or constituting a relationship of employer and employee or principal and agent, or that of partners, joint venturers or any other fiduciary relationship, between the parties. The relationship between the parties is one of principal and independent contractor.
  - (m) Unless expressly stated otherwise, no party has the authority to bind any other party by any representation, declaration or admission, or to make any agreement or commitment on behalf of any other party or to pledge any other party's credit.
  - (n) The Agreement will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of Essential Energy to exercise any of its rights, functions or powers pursuant to any law.
  - (o) Without limiting any other provision of the Agreement relating to survival, any provision of the Agreement which implies or contemplates performance or observance subsequent to any termination, expiration or completion of the Agreement, and the representations, warranties, covenants, licences and indemnities of or by the parties contained in the Agreement, will survive the termination (howsoever arising), expiry or completion of the Agreement and continue in full force and effect.
  - (p) Time is of the essence of the Agreement.

### 31 SUSTAINABILITY

- (a) The Supplier:
  - (i) acknowledges Essential Energy's continued commitment to environmentally, economically and socially sustainable business practices; and
  - (ii) in carrying out the Supply and its other obligations under the Agreement:
    - a. warrants that it will uphold high standards of ethics and honour global and local labour laws, human rights and environmental responsibilities; and
    - b. have regard to Essential Energy's Sustainability Strategy (available on Essential Energy's website [www.essentialenergy.com.au](http://www.essentialenergy.com.au)).
- (b) The Supplier must:
  - (i) treat its personnel, subcontractors and suppliers with respect and dignity; and
  - (ii) use best endeavours to:
    - a. provide equal opportunity and, to the extent reasonably possible, advancement opportunities for all employees regardless of age, colour (dis)ability, ethnicity, race, gender, gender identity, gender expression, marital status, pregnancy/maternity, national origin, sexual orientation or religion;
    - b. promote pay equality, diversity and inclusion (including through training and awareness initiatives or programs to recruit and develop diverse talent);
    - c. provide a work environment free of discrimination, harassment, intimidation and bullying; and
    - d. protect personnel, subcontractors and suppliers in raising concerns about business conduct.
- (c) In performing its obligations under the Agreement, the Supplier must:
  - (i) to the extent reasonably possible, minimise the use of hazardous substances and materials;
  - (ii) make reasonable efforts to:
    - a. reduce waste generated, energy consumption and any other potentially adverse impacts of its activities on biodiversity and natural capital;
    - b. use environmentally friendly materials, packaging and transportation; and
    - c. meet industry best practices and standards in relation to the monitoring and reporting of energy use and greenhouse gas emissions; and
  - (iii) where possible, and to the extent feasible and economically viable, actively support and promote the reuse and recycling of any redundant or discarded items or other materials, or any components of any of them, in connection with the Agreement or the Supply, including working towards implementing processes and practices that facilitate the reuse of such items, materials or components and ensuring that the recycling of any such items, materials or components is in accordance with applicable Laws.

### 32

(a)

### AUSTRALIAN CONSUMER LAW

If the Agreement constitutes a 'small business contract' within the meaning of the Australian Consumer Law (at Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), clauses 11.1(c) and 11.2 will not apply to the Supplier and are excluded from the operation of the Agreement, and clauses 3.4(a), 15, 16.3, 21, 29(d) and 30(a) are amended to read as follows:

*3.4(a) Ownership of a Good passes to Essential Energy upon payment for the Good by Essential Energy, without affecting any rights of rejection or other rights under the Agreement that Essential Energy may have.*

#### 15.3 Termination for convenience

*Either party may for its sole convenience and without cause terminate the Agreement at any time upon fourteen (14) days' (or such longer period agreed between the parties) written notice to the other party. Where Essential Energy terminates the Agreement under this clause 15.3, Essential Energy must pay the Supplier for any part of the Supply delivered or performed up to and including the date of termination (to the extent such payment has not already been made), and where the Supplier terminates the Agreement under this clause 15.3, the Supplier must reimburse Essential Energy for any part of the Price paid by Essential Energy to the Supplier relating to any part of the Supply not delivered or not performed.*

*15.4(c) Without limiting clauses 15.2, 15.3, 15.4(a), 15.4(b) and 15.5, termination of the Agreement for whatever reason will not affect any rights or remedies accrued by either party, whether under the Agreement or at law, prior to the date of termination.*

#### 15.5 Termination for Essential Energy breach

*The Supplier may terminate the Agreement with immediate effect by providing written notice to Essential Energy if:*

- (a) *Essential Energy fails to make a payment due and payable under the Agreement to the Supplier and has not rectified such non-payment within ten (10) Business Days of receipt of a written notice from the Supplier requiring rectification of such non-payment;*
- (b) *in the reasonable opinion of the Supplier, Essential Energy is guilty of fraud, dishonesty or any other serious misconduct;*
- (c) *Essential Energy's conduct may, in the reasonable opinion of the Supplier, bring the Supplier into disrepute; or*
- (d) *Essential Energy is subject to an Insolvency Event.*

#### 16.3 Continued performance

*Despite the existence of a Dispute, the parties must continue to perform their respective obligations under the Agreement.*

### 21 PROPORTIONATE LIABILITY EXCLUDED

*The operation of Part 4 of the Civil Liability Act 2002 (NSW) is, to the maximum extent permitted by law, excluded in relation to the obligations and liabilities of the Supplier under or in any way in connection with the Agreement with respect to the apportionment of any liability (whether arising in contract, tort, or otherwise) as between the Supplier and any of its personnel, subcontractors (including subconsultants), suppliers, officers or agents.*

*Notwithstanding the above, the operation of Part 4 of the Civil Liability Act 2002 (NSW) is, to the maximum extent permitted by law, excluded in relation to the obligations and liabilities of the Supplier under clauses 10.3(a), 24 and 25.*

*29(d) Essential Energy may assign its rights or novate its rights and obligations under the Agreement to any person without the prior consent of the Supplier, but where it does so it must provide notice of the assignment or novation to the Supplier as soon as practicable.*

*30(a) Without limiting clause 2.2(a), the Agreement contains the entire agreement and understanding between the parties on everything connected with the subject matter of the Agreement.*

### 33

(a)

### PUBLIC INTEREST DISCLOSURES

Save for defined terms in the Agreement or unless the context otherwise requires, words or expressions used in this clause 33 which have a particular meaning in the *Public Interest Disclosures Act 2022* (NSW) (**PID Act**) have the same meaning as is attributed to them in the PID Act.

(b)

This clause 33 applies if the Supplier is carrying out any Services under the Agreement:

- (i) on behalf of Essential Energy (being Services that Essential Energy itself delivers, or is required to deliver); or
- (ii) where the Supplier is exercising functions of Essential Energy.

For the avoidance of doubt, this clause 33 does not apply if the Services are only being provided under contract to Essential Energy.

(c)

The Supplier:

- (i) acknowledges that it is a public official for the purposes of the PID Act;
- (ii) warrants that it has read and understood, and must ensure that all individuals involved in providing Services under the Agreement read and understand, Essential Energy's public

- interest disclosure policy (being Company Policy: Whistleblowing CECPO002.08, available at Essential Energy's website, www.essentialenergy.com.au);
- (iii) acknowledges that it is, and will ensure that all individuals involved in providing Services under the Agreement are made, aware of how to make a voluntary public interest disclosure;
  - (iv) acknowledges Essential Energy's obligation to take corrective action under section 66 of the PID Act; and
  - (v) acknowledges that a person who is dissatisfied with the way in which a voluntary public interest disclosure has been dealt with may be entitled to take further action under the PID Act or any other law.
- (d) The Supplier must:
- (i) notify Essential Energy of any voluntary public interest disclosure of which the Supplier becomes aware where that disclosure relates to Essential Energy or the maker of the disclosure is known to be a public official associated with Essential Energy;
  - (ii) notify Essential Energy of any serious wrongdoing committed, or alleged to be committed, by any individual providing Services in connection with the Agreement;
  - (iii) use best endeavours to assist in any investigation of serious wrongdoing if requested to do so by any person authorised to deal with a voluntary public interest disclosure on behalf of Essential Energy;
  - (iv) ensure that all individuals involved in providing Services under the Agreement are aware they are public officials for the purposes of the PID Act and the matter referred to in clause 33(c)(v); and
  - (v) if the Supplier subcontracts any of its obligations in accordance with the Agreement, include in the relevant subcontract provisions that are equivalent to the terms required by this clause 33.
- (e) The parties acknowledge that the regulations made under the PID Act may make further provision about terms that must, or must not, be included in an agency service contract or a class of agency service contracts.
- (f) This clause 33 operates in addition to, and does not limit or exclude, the Supplier's other obligations and liabilities under the Agreement.

### 34 CORRUPT CONDUCT

- (a) The Supplier must, at all times, comply with all Corruption Law, and not offer, promise or give (either directly or indirectly) any Advantage to any person with the intent, or probable consequence, of inducing or influencing that person to:
- (i) breach or impair public trust;
  - (ii) misuse information acquired in the course of their official functions; or
  - (iii) engage in the dishonest or impartial exercise of their official functions.
- (b) The Supplier warrants to Essential Energy that:
- (i) at the time of entering into the Agreement:
    - a. neither it nor any of its officers have been found guilty of an Offence; and
    - b. the ICAC has not included in any Report by ICAC a finding or opinion that the Supplier or any of its current officers have engaged in any Corrupt Conduct; and
  - (ii) it will:
    - a. in performing its obligations under the Agreement, not employ or engage, or continue to employ or engage, (as applicable) any employee, officer or subcontractor (including any subconsultant) who is found guilty of an Offence or who is specified in any Report by ICAC as having engaged, or who in the ICAC's opinion has engaged, in any Corrupt Conduct; and
    - b. ensure that no subcontractor (including any subconsultant) employs or engages, or continues to employ or engage, (as applicable) any person in relation to the performance of the Agreement who has been found guilty of an Offence or who is specified in any Report by the ICAC as having engaged, or who in the ICAC's opinion has engaged, in any Corrupt Conduct.

### 35 ARTIFICIAL INTELLIGENCE (AI)

- (a) This clause 35 applies where the Supplier intends to use an AI System for or in connection with the Supply.
- (b) Where the Supplier intends to use an AI System for or in connection with the Supply, it must notify Essential Energy in writing prior to commencing the Supply with details of:

- (i) the proposed AI System technology and functionality relevant to the Supply;
  - (ii) the proposed extent to which the AI System will be used for or in connection with the Supply; and
  - (iii) the purpose(s) for which the AI System will be used for or in connection with the Supply.
- (c) The Supplier must only use an AI System:
- (i) that is suitable and appropriate for the Supply (or the relevant part thereof);
  - (ii) exercising reasonable care and skill, and in a manner which does not breach any Law; and
  - (iii) in accordance with:
    - a. the terms of the Agreement and any additional and reasonable data security requirements of Essential Energy; and
    - b. any and all Laws and policies of Essential Energy, including new Laws and policies of Essential Energy introduced during the Supplier's performance of the Supply that may be applicable to the AI System.
- (d) The Supplier must not upload or input any Essential Energy Data into any AI System without the prior written approval of Essential Energy (which may be given with conditions or withheld in Essential Energy's sole discretion). If Essential Energy gives an approval under this clause, Essential Energy Data must not be used to train the relevant AI System unless the Supplier obtains Essential Energy's further prior written approval for a specific use case (with the Supplier providing all details that may be requested by Essential Energy and which approval may be subject to further conditions).
- (e) The Supplier agrees that:
- (i) it is fully responsible for the performance of the Agreement regardless of any use of an AI System at any point in the supply chain used to deliver the AI System. This includes where the use is approved by Essential Energy; and
  - (ii) where it uses an AI System for or in connection with any part of the Supply, any outputs derived from that AI System will immediately become Essential Energy Data for the purposes of the Agreement and may be used or disclosed by Essential Energy for any purpose.
- (f) Where the Supplier uses an AI System for or in connection with the Supply, it must:
- (i) conduct quality assurance checks on the AI System outputs to ensure they are accurate and reliable; and
  - (ii) ensure its use of the AI System and the AI System outputs will not:
    - a. perpetuate bias, incompleteness, or discrimination; or
    - b. cause any part of the Supply (including any Design Documentation and any documentation or certification associated with any Good or Service), including Essential Energy's use thereof, to infringe the Intellectual Property Rights of any person.
- (g) Notwithstanding any other provision of this clause 35, the Supplier must:
- (i) not use any Banned AI System for or in connection with the Supply; and
  - (ii) immediately notify Essential Energy if the Supplier discovers that a Banned AI System has been used in contravention of clause 35(g)(i) and remove the Banned AI System from use.

### 36 TRUSTEE WARRANTIES

- If the Supplier enters into the Agreement as trustee of a trust (**Trust**), the Supplier:
- (a) enters into the Agreement personally and in its capacity as trustee;
  - (b) represents and warrants at all times that:
    - (i) the Trust is validly constituted and has not terminated, no action has been taken to wind up, terminate or resettle the Trust, and no date or event has occurred for the vesting of the assets of the Trust;
    - (ii) it has been properly appointed as trustee of the Trust, it is the only trustee of the Trust and it is not aware of any action to remove it as trustee of the Trust and will not take any action to resign as trustee of the Trust before the completion of all obligations of the Supplier under the Agreement;
    - (iii) it is not in material default under the trust deed which establishes the Trust;
    - (iv) it has in full force and effect the authorisations necessary to enter into the Agreement, perform obligations under the Agreement and allow the Agreement to be enforced; and
    - (v) it has a right to be indemnified fully out of the assets of the Trust concerning all of the obligations and liabilities incurred by it under or in connection with the Agreement, the assets of the

Trust are sufficient to satisfy that right in full, and it has not released or disposed of its equitable lien over the assets of the Trust; and

- (c) must enforce its right of indemnity under the trust deed which establishes the Trust to the assets of the Trust in respect of any obligation or liability of it under or in connection with the Agreement.

**37 OUTSOURCING OBLIGATIONS**

(a) The Supplier acknowledges that the obligations in this clause 37 are based on requirements imposed by the Essential Energy Enterprise Agreement 2024 (as remade, varied, or replaced from time to time).

(b) The Supplier must comply, and ensure that its employees comply, with the following, as relevant to the Supply:

- (i) all Laws in respect of:
  - a. safety;
  - b. workers' compensation;
  - c. workers' entitlements and superannuation; and
  - d. workplace relations;
- (ii) safe working practices, including ensuring that personal protective equipment (PPE) and test equipment is of a standard equivalent to relevant industry standards or to that used by Essential Energy employees;
- (iii) relevant training requirements;
- (iv) all relevant licensing and registration requirements;
- (v) all relevant codes of practice and standards established or promulgated by the appropriate industry regulator or standard setting entity, including those prescribed under relevant legislation; and
- (vi) standards in respect of:
  - a. work health and safety;
  - b. workers' compensation; and
  - c. quality assurance (as applicable).

(c) The Supplier:

- (i) must report to Essential Energy on compliance with clause 37(b)(vi) at intervals not less than three (3) monthly or as may otherwise be agreed by the parties;
- (ii) must ensure that it has wages and other conditions for its personnel that are no less favourable than those required by the relevant industrial instrument (if applicable);
- (iii) must provide Essential Energy with such information and written documentation as may be required by Essential Energy from time to time to demonstrate, and for Essential Energy to verify, that the Supplier:
  - a. has established appropriate industrial relations policies and practices which promote harmonious employee relations and minimise the risk of industrial disputes;
  - b. complies with appropriate safety, environmental, and quality standards to a level commensurate with Essential Energy's standards; and
  - c. is otherwise compliant with the requirements of this clause 37; and
- (iv) acknowledges that Essential Energy (or its nominee) may from time to time audit the Supplier's compliance with this clause 37 and the Supplier must facilitate and fully cooperate with such audit and comply with any reasonable directions of Essential Energy arising out of the findings of such audit.

**Schedule 1 – Professional Services**

**1 APPLICATION**

This Schedule 1 applies to the extent any Services, or any other part of the Supply, are in the nature of specialist or expert advice or services in a given field and/or involves the preparation of Design Documentation (**Professional Services**).

**2 PROFESSIONAL STANDARDS LEGISLATION**

If the Supplier is a member of a Scheme that operates in the State of New South Wales and is approved by the Professional Standards Council under the *Professional Standards Act 1994* (NSW) or a Corresponding Law (**Approved Scheme**) then, notwithstanding any other provision in the Agreement, any liability of the Supplier under the Agreement in respect of any Professional Services it provides is limited to the extent, and only to the extent, its liability is limited by that Approved Scheme. In this clause 2 of Schedule 1, the terms 'Corresponding Law' and 'Scheme' have their respective meanings given in the *Professional Standards Act 1994* (NSW).

**3 DESIGN SERVICES**

(a) This clause 3 of Schedule 1 applies where the Supplier is required to

produce or prepare any Design Documentation. 'Design Documentation' means:

- (i) design and engineering documentation (including design and engineering standards, design and engineering reports, specifications, models, samples, calculations and drawings) in electronic, computer readable and written or physical forms, or stored by any other means, which the Supplier is required (if at all) to create (or which is created on the Supplier's behalf) in carrying out the Services or Supply; and
- (ii) computer software (including both source code and object code versions) which is required specifically for the development of the documentation referred to in paragraph (i) above.

(b) Essential Energy may, at any time upon giving reasonable notice to the Supplier, inspect any Design Documentation and the Supplier must give Essential Energy a copy of the Design Documentation in their then state to do so.

(c) The Supplier must:

- (i) design and/or engineer those elements and things the Agreement requires the Supplier to design and/or engineer and, for this purpose, prepare all relevant Design Documentation necessary to fully document and complete those elements and things it is responsible for the design of, including any specific Design Documentation required by the Agreement; and
- (ii) to the extent any of the Design Documentation is to be used by Essential Energy in the construction, repair or modification of any structure, prepare all such Design Documentation so that structure will, upon completion of the structure:
  - a. be fit for its intended use; and
  - b. comply with all Mandatory Requirements, and any other requirements of the Agreement.

(d) In completing the design and/or engineering of those elements and things the Supplier is responsible for the design and/or engineering of under clause 3(d)(i) of Schedule 1, the Supplier must:

- (i) prepare and execute, or cause the preparation and execution of, the Design Documentation:
  - a. in compliance with the Agreement, best practice in the Australian engineering and construction industry, and all other applicable Mandatory Requirements; and
  - b. so that, to the extent that it is required to address like or interrelated subject matter, the Design Documentation is coordinated and consistent;
- (ii) ensure the Design Documentation is, so far as is reasonably practicable, without any risk to the health and safety of any person and that any necessary calculations, analysis, testing or examination is carried out to ensure the Design Documentation is without any health and safety risks; and
- (iii) ensure the Design Documentation is prepared by persons that have appropriate professional qualifications and membership of appropriate professional associations.

(e) Following receipt by Essential Energy of the Design Documentation submitted by the Supplier in accordance with the Agreement:

- (i) Essential Energy may review and comment upon, and consult with the Supplier in relation to, the Design Documentation; and
- (ii) the Supplier must consider and may adopt any such comments of Essential Energy in respect of the Design Documentation.

(f) In addition to Essential Energy's rights in clause 5 of the Agreement, if, acting reasonably, Essential Energy determines that the Design Documentation:

- (i) does not comply with the Agreement; or
- (ii) is not fit for its intended purpose (as stated in or reasonably ascertainable from the Agreement);

the Supplier must, at its cost, promptly amend and resubmit the Design Documentation to Essential Energy to remedy the non-compliance, and clause 3(f) and this clause 3(g) of Schedule 1 will re-apply to any resubmitted Design Documentation.

(g) If a Defect in Design Documentation to be corrected under clause 5 of the Agreement involves effecting a material change or making a determination in relation to the design intent of the relevant works the subject of the Design Documentation, the Supplier must consult Essential Energy before effecting the relevant correction.

(h) The Supplier must, at its cost:

- (iii) convene and attend, and must ensure that its relevant personnel and subcontractors attend, meetings as reasonably required by Essential Energy from time to time to facilitate the review by Essential Energy of the relevant Design Documentation and to resolve any design or engineering issues; and
- (iv) to the extent any of the Design Documentation is to be used

by Essential Energy in the construction, repair or modification of any structure, be available to answer questions, as reasonably required by Essential Energy, in respect of the Design Documentation.

- (i) Where the Supplier is a “designer” for the purposes of section 22 of the WHS Act, the Supplier must:
  - (i) strictly comply with the provisions of section 22 of the WHS Act and give Essential Energy a written report specifying the hazards associated with the design of any part of the structure which create a risk to the health and safety of persons who are to handle or construct that structure as required by clause 295 of the WHS Regulation (**Safety In Design Report**); and
  - (ii) consult with Essential Energy for the purposes of the consultation requirements contained in clause 294 of the WHS Regulation.
- (j) The Supplier acknowledges and agrees that Essential Energy may provide a copy of the Safety In Design Report to any person who has been provided with the design for the purposes of giving effect to it.

## Document Revision Register

Previous version date	New version date	Amendments made to new version
23.01.2024	27.05.2024	The words "To the maximum extent permitted by law" are inserted at the beginning of clause 11.1.
27.05.2024	28.08.2024	<ul style="list-style-type: none"> <li>The following sentence is added to the end of clause 9.2(a): "The Supplier must provide such an invoice to Essential Energy promptly following the provision of the Supply."</li> <li>A new clause 9.2(g) is inserted. Former clause 9.2(g) is now clause 9.2(h).</li> </ul>
28.08.2024	21.10.2024	Amendments to clause 33 (Trustee warranties).
21.10.2024	30.04.2025	<ul style="list-style-type: none"> <li>Definitions of "Distribution System", "Employee Record" and "Relevant Person" added to clause 1.1.</li> <li>Amendments to the definitions of "Essential Energy Data" and "Personal Information" in clause 1.1.</li> <li>Amendments to clauses 2.3, 8.1(b)(ii), 10.2, 10.3(b), 15.4(a)(ii), 20 (AER Electricity Distribution Ring-Fencing Guideline), 24 (Distributor Licence), 25.1(a)(i) and 25.1(b).</li> <li>The words ", except for any separate confidentiality deed the Supplier has entered into with, or in favour of, Essential Energy connected with that subject matter. Despite the Agreement, such confidentiality deed remains in full force and effect and its terms will prevail to the extent of any inconsistency with clause 1.1 or 10.3 of the Agreement (unless the Agreement expressly states otherwise)" are added to clause 30(a).</li> </ul>
30.04.2025	04.06.2025	<ul style="list-style-type: none"> <li>Definitions of "Authority" and "Design Documentation" added to clause 1.1.</li> <li>Amendments to the definitions of "Agreement", "Completion", "Defect", "Mandatory Requirements", "Specifications", "Supply" and "Work or Works" in clause 1.1.</li> <li>Amendments to clauses 4.2 (Warranties), 5 (Defects), 6 (General Obligations), 10 (General Warranties, Non-Reliance and Information), 11.1(a), 12(e), 13 (Intellectual property), 15.4(b)(ii), 26 (Personal Information), 29(b) and 30(b).</li> <li>New clauses 4.3 (Care of the Services) and 4.4 (Long service leave levy).</li> <li>A new Schedule 1 (Professional Services) added to the Agreement.</li> </ul>
04.06.2025	22.07.2025	<ul style="list-style-type: none"> <li>Definitions of "Aggregated Data", "Business Critical Data", "Carrier", "Connection Point", "Data Storage or Processing Service", "Load Data", "Operational Technology", "Operational Technology Information", "Secure Data", "Security of Critical Infrastructure Legislation" and "Third Party Data" added to clause 1.1.</li> <li>Amendments to the definitions of "Distributor Licence" and "Relevant Person" in clause 1.1.</li> <li>Amendments to clauses 11.1(c) and 15.1(b).</li> <li>Clause 33 (Trustee Warranties) is now clause 34.</li> <li>Clause 24 (Distributor Licence) is replaced with new clause 24 (Critical Infrastructure and Secure Data Conditions).</li> <li>A new clause 33 (Public Interest Disclosures) is inserted.</li> </ul>
22.07.2025	11.08.2025	<ul style="list-style-type: none"> <li>Definitions of "Advantage", "Corrupt Conduct", "Corruption Law", "ICAC", "ICAC Act" and "Public Official" added to clause 1.1.</li> <li>Amendments to the definitions of "Supplier" and "Work or Works" in clause 1.1.</li> <li>Error corrected at the end of clause 11.1(c).</li> <li>Incorrect paragraph reference rectified at clause 13(d).</li> <li>Amendments to clause 15.1.</li> <li>A new clause 34 (Corrupt Conduct) is inserted.</li> <li>Clause 34 (Trustee Warranties) is now clause 35.</li> </ul>
11.08.2025	08.09.2025	<ul style="list-style-type: none"> <li>Amendments to the definition of "Corruption Law" in clause 1.1.</li> <li>Definitions of "AI System", "Banned AI System", "Offence" and "Report by ICAC" added to clause 1.1.</li> <li>"Public Official" is deleted from clause 1.1.</li> <li>Amendments to clauses 15.1(f), 34(b) and clause 1 and clause 3(c)(ii) of Schedule 1.</li> <li>A new clause 35 (Artificial Intelligence (AI)) is inserted.</li> <li>Clause 35 (Trustee Warranties) is now clause 36.</li> </ul>
08.09.2025	09.01.2026	<ul style="list-style-type: none"> <li>Definition of "Cyber Security Incident" added to clause 1.1.</li> <li>Amendments to definitions of "Distributor Licence", "Security of Critical Infrastructure Legislation" and "WHS Regulation" in clause 1.1.</li> <li>Amendments to clauses 11.1(a) and 11.1(b) to make the indemnities fault based on the part of the Supplier or any of its personnel, subcontractors or suppliers.</li> <li>Addition of the words "To the maximum extent permitted by law," at the beginning of clause 11.2.</li> <li>Amendments to clauses 12(f), 24, 25, 30(k), 32 and 35(f)(ii)b.</li> </ul>
09.01.2026	21.05.2026	<ul style="list-style-type: none"> <li>Definition of "Critical Information" added to clause 1.1.</li> <li>Amendments to the definition of "Essential Energy Data" in clause 1.1.</li> <li>Amendments to clauses 11.1(c), 15.1(f), 24(c)(iv), 24(e) and 35.</li> <li>A new clause 37 (Outsourcing Obligations) is inserted.</li> </ul>