

PRIME BUILDING AUSTRALIA PTY LTD

SUB-CONTRACTOR AGREEMENT

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, words and expressions shall have the meaning assigned to them in the General Terms and Conditions of Sub-Contract (appearing the Schedule of this Agreement), except where expressly provided to the contrary or where the context otherwise requires.

2. DOCUMENTS

The following documents shall be read together with this Agreement and in the following order of priority:

- a). This Agreement
- b). The General Terms and Conditions of Sub-Contract annexed as the Scheduled to this agreement
- c). Subcontractor Handbook

3. AGREEMENT

3.1. This Agreement supersedes all prior revisions of the Subcontractor Agreement

3.2 Following execution of this agreement (or prior in PRIME BUILDING AUSTRALIA PTY LTD's absolute discretion) the Sub-Contractor has been, or will be, included in a list of Sub-Contractors maintained by PRIME BUILDING AUSTRALIA PTY LTD. Notwithstanding any other provision of the Subcontract the Subcontractor must not prejudice any of PRIME BUILDING AUSTRALIA PTY LTD's rights or obligations under the Main Contract.

3.3 In consideration for the Sub-Contractor entering into this Agreement PRIME BUILDING AUSTRALIA PTY LTD has nominated, and from time to time in the future may nominate, the Sub-Contractor to undertake and complete certain Works specified in various Work Orders.

3.4 The Sub-Contractor agrees that it shall, to the extent possible, complete those Works which it has already commenced in accordance with the General Terms and Conditions of Subcontract (appearing in the Schedule of this agreement).

3.5 The Sub-Contractor further agrees that, following receipt of a Work Order it will undertake and complete Works in accordance with the Subcontract.

3.6 In consideration for the Sub-Contractor completing the Works in accordance with the Sub-Contract, PRIME BUILDING AUSTRALIA PTY LTD will pay the Sub-Contractor the agreed upon rates

4. TERMINATION

This Agreement may be terminated by either party on 7 days written notice hand delivered or by registered mail to the "Managing Directors" of the other party if all work under all Work Orders has been fully and satisfactorily completed.

SCHEDULE
GENERAL TERMS AND CONDITIONS OF SUB-CONTRACTOR AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 In the Sub-Contract the following words and expressions shall have the meanings hereby assigned to them, except where expressly provided to the contrary or where the context otherwise requires:

“Agreement” means the agreement executed by the parties to which these General Terms and Conditions of Sub-Contract are annexed.“

“PBA’s General Safety Rules” means PRIME BUILDING AUSTRALIA PTY LTD’s general safety rules as provided to the Sub-Contractor by PRIME BUILDING AUSTRALIA PTY LTD’s Building Supervisors and as amended from time to time.

“Plant” means all appliances, plant, equipment (including scaffolding, formwork and the like), protective clothing and equipment and vehicles required for the execution of the Works.

“Main Contract” means the contract between PRIME BUILDING AUSTRALIA PTY LTD as head contractor and the principal in relation to work to be carried out by Prime Building Australis on the Site (part of which comprises the Works).

“Material” means any raw, manufactured or fabricated material, goods, machine, equipment, plant (other than Constructional Plant) or thing forming part of the Works.

“Program” means the program provided in accordance with the special conditions contained in Work Orders delivered by PRIME BUILDING AUSTRALIA PTY LTD to the Sub-Contractor from time to time.

“Work Order” means work order requests delivered to the Sub-Contractor by PRIME BUILDING AUSTRALIA PTY LTD.

“Site” means the place where the Works are to be performed.

“Subcontractor” means the person named in the Agreement and, if that person is an unincorporated body includes the Sub-Contractor’s heirs, executors, administrators and permitted assigns or, if the Sub-Contractor is an incorporated body, includes its successors and permitted assigns.

“Building Supervisor” means the person from appointed by PRIME BUILDING AUSTRALIA PTY LTD to be the Building Supervisor for the purposes of the Sub-Contract.

“Works” means the work to be performed by the Sub-Contractor and as set out in the Work Order.

1.2 Headings and sub-headings in these Terms and Conditions of Sub-Contract shall not be deemed to be part thereof and shall not be used in interpretation or construction

2. ENTIRE SUB-CONTRACT

The Sub-Contract (including Work Orders issued by PRIME BUILDING AUSTRALIA PTY LTD) constitutes the entire agreement between the parties and supersedes all previous arrangements whether oral or in writing. PRIME BUILDING AUSTRALIA PTY LTD is not bound by any terms and conditions supplied by the Sub-Contractor whether signed by a Company representative or not. This Sub-Contract can only be varied in writing executed by a Managing Director of both PRIME BUILDING AUSTRALIA PTY LTD and the Sub-Contractor.

3. DOCUMENTS GENERALLY

3.1 The several documents which constitute or evidence the Sub-Contract shall be taken as mutually explanatory and anything contained in one but not in another shall be equally binding as if contained in all, provided that to the extent of any inconsistency they shall be read in the order of priority specified in clause 2 of the Sub-Contract.

3.2 Unless otherwise expressly agreed between PRIME BUILDING AUSTRALIA PTY LTD and the Sub-Contractor, any documents, plans etc (“Documents”) supplied by PRIME BUILDING AUSTRALIA PTY LTD to the Sub-Contractor for the purpose of completing the Works are and shall remain the property of PRIME BUILDING AUSTRALIA PTY LTD.

3.3 At the completion of the Works or the termination of the Sub-Contract, whichever is earlier, the Sub-Contractor shall return all Documents to PRIME BUILDING AUSTRALIA PTY LTD Building Supervisor or directly to PRIME BUILDING AUSTRALIA PTY LTD.

3.4 The Sub-Contractor shall be responsible for and bear the cost of any alterations to the Works arising from any errors in or omissions from Documents supplied by the Sub-Contractor.

4. FURTHER SUBCONTRACTING

4.1 The Sub-Contractor may not further subcontract any part of the Works without first obtaining the prior written approval of PRIME BUILDING AUSTRALIA PTY LTD.

4.2 Approval to subcontract any part or the Works granted by PRIME BUILDING AUSTRALIA PTY LTD shall not relieve the Sub-Contractor from any of its liabilities or obligations in terms of the Sub-Contract.

4.3 If a further subcontractor defaults in or repudiates a further subcontract with the Sub-Contractor, the Sub-Contractor shall immediately notify PRIME BUILDING AUSTRALIA PTY LTD upon becoming aware of such default or repudiation. The Sub-Contractor shall, if so directed by PRIME BUILDING AUSTRALIA PTY LTD, terminate the further subcontract and remedy any defects and complete pursuant to the Sub-Contract the balance of the work under the further subcontract.

If at the time of the termination of the further subcontract, the work done under the further subcontract is not in conformity with the provisions of the Sub-Contract, then the Sub-Contractor shall, without cost to PRIME BUILDING AUSTRALIA PTY LTD, carry out the necessary remedial work to effect compliance with the requirements of the Sub-Contract.

5. PRIME BUILDING AUSTRALIA PTY LTD - BUILDING SUPERVISOR

5.1 The Works shall be executed in accordance with the Sub-Contract and any directions of PRIME BUILDING AUSTRALIA PTY LTD Building Supervisor given to the Sub-Contractor pursuant to the provisions of the Sub-Contract.

5.2 A direction given by PRIME BUILDING AUSTRALIA PTY LTD Building Supervisor may be oral or in writing.

5.3 The subcontractor will be issued with work instructions via means of Work Order, Quote Requests, Emails etc, and it is the responsibility of the subcontractor to read and understand these instructions.

6. CONTRACTOR'S EMPLOYEES

6.1 The Sub-Contractor shall ensure that it and all personnel employed by it on the site or otherwise are careful, skilled and experienced in its or their respective trades and callings.

6.2 The Sub-Contractor is independent from PRIME BUILDING AUSTRALIA PTY LTD and the Sub-Contractor shall determine the hours that it or its employees shall work in completing the works and shall be responsible for industrial relations with its own employees. The Sub-Contractor shall, however, keep PRIME BUILDING AUSTRALIA PTY LTD informed of any disputes of a collective nature which it might have with any of its employees or any employee representative body which may affect the progress or due completion of the Works.

6.3 PRIME BUILDING AUSTRALIA PTY LTD shall have no liability whatsoever to the employees of the Sub-Contractor with respect to the payment of wages, salaries, superannuation or other remuneration, leave pay and long service leave pay in connection with the Works, all of which payments shall be the responsibility of the Sub-Contractor.

7. COMMENCEMENT AND COMPLETION

The Sub-Contractor will complete the Works

- a. in accordance with the Programme
- b. if no Programme is given, in compliance with PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor's directions
- c. if a. and b. do not apply, expeditiously and in a reasonable time.

8. VARIATIONS

8.1 The Sub-Contractor shall not vary the Works except in accordance with a direction from PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor.

8.2 The Sub-Contractor shall carry out any such variation and be bound by the same conditions, where applicable, as if such variation were part of the work under the Sub-Contract originally included in the Sub-Contract.

8.3 No variation shall invalidate the Sub-Contract. The Sub-Contract Sum (where applicable) shall be adjusted having regard to the value of the variation and as agreed by PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor and the Sub-Contractor. PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor may by verbal advice to the Sub-Contractor adjust the date for completion of the Works, having regard to the effect of such variation.

9. QUALITY OF MATERIAL, WORKMANSHIP AND SERVICES

9.1 Material supplied by the Sub-Contractor (if any) and work and services performed shall be in accordance with the provisions of the Sub-Contract. In the absence of any specific provision in the Sub-contract, Material supplied by the Sub-Contractor or work and services performed shall be of a nature which is suitable for its purpose and is consistent with the nature and character of the Works and meets any relevant Australian Standard.

9.2 PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor may reject any Material supplied by the Sub-Contractor or work or services which is defective or inadequate or does not comply with the provisions of the Sub-Contract or the Work Order Specifications.

9.3 Any Material supplied by the Sub-Contractor or work or services rejected by PRIME BUILDING AUSTRALIA PTY LTD shall be renewed or replaced by the Sub-Contractor at its own expense to the satisfaction of PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor within such period as PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor directs.

9.4 Sub-contractor to confirm that any measuring equipment/devices used as part of the Sub-Contract works is fit for the purpose intended, as well as calibrated and maintained in accordance with the manufacturer's recommendations and any relevant statutory standards or requirement.

10. BUILDING PLANT AND MATERIAL

10.1 The Sub-Contractor, except as agreed between PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor and the Sub-Contractor, shall supply at its cost and expense all Building Plant (if any) necessary for the completion of the required Works

10.2 The Sub-Contractor and PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor shall agree as to the extent which the Sub-Contractor shall supply its own Material, if at all, and any Material supplied by the Sub-Contractor shall comply with the provisions of the Sub-Contract and the Head Contract Specification.

10.3 Without in any way limiting Clause 9, Building Plant and Material and the uses to which they are put by the Sub-Contractor shall comply with all relevant Federal, State and Municipal legislation and all applicable Australian or International Standards.

10.4 All Material supplied by the Sub-Contractor shall, unless otherwise specified, be new and unused, of current manufacture and of the highest grade, free from all imperfections affecting performance and suitable for its purposes.

10.5 Risk in and to the Building Plant and Material supplied by the Sub-Contractor on Site and elsewhere shall vest in the Sub-Contractor and the Sub-Contractor shall be liable to take all precautions to protect the Building Plant and Material supplied by the Sub-Contractor against loss, damage or destruction.

10.6 The Sub-Contractor confirms that any measuring equipment provided and/or used as part of the subcontract Works is fit for the purpose intended, as well as calibrated and maintained in accordance with the manufacturer's recommendations and any relevant statutory standards or requirement.

11. INSPECTION

11.1 PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor (as applicable) may at any time without notice to the Sub-Contractor inspect any of the Works prior to and upon completion.

11.2 Failure by PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor to approve or disapprove of all or any part of the Works will not prejudice the power of PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor subsequently to approve or disapprove any part of the Works.

12. SAFETY

PRIME BUILDING AUSTRALIA PTY LTD is committed to providing and maintaining a safe workplace at all of its projects. As part of this commitment, it is essential that all Sub-Contractors:

12.1 As a minimum requirement, demonstrate and maintain compliance with the Occupational Safety & Health Act 1984, Occupational Safety & Health Regulations 1996, Workers Compensation & Injury Management Act 1981, and applicable Codes of Practice and Australian Standards with respect to maintaining a safe workplace and systems of work so as to ensure, as far as is reasonably practicable, persons are not exposed to hazards; and comply with PRIME BUILDING AUSTRALIA PTY LTD Construction's Safe Work Requirements and site safety instructions.

12.2 Ensure a Safe Work Method Statement (SWMS)/ Job Safety Analysis (JSA) is submitted and approved by PRIME BUILDING AUSTRALIA PTY LTD Building Supervisor prior to work commencing on site. Upon Commencement of Works, if it is not possible to follow a SWMS/JSA in absolute detail, then an acceptable solution must be communicated to the Building Supervisor or Prime Building Australia. Once the Building Supervisor is satisfied with the deviation, they can authorise the revised SWMS/JSA.

12.3 Ensure that a relevant Material Safety Data Sheet (MSDS) is available for any hazardous substance on site. Each MSDS must have a risk assessment attached. Use and storage of the hazardous substance must follow that outlined in the MSDS.

12.4 Ensure that in tendering, at planning stages, and throughout the contract, that allowance is made for suitable OHS management practices and sufficient and serviceable (maintained) safety equipment as is necessary to complete all tasks in accordance with Statutory requirements.

12.5 Ensure that all plant and equipment used is serviced and maintained as required. Records must be provided to PRIME BUILDING AUSTRALIA PTY LTD Building Supervisor upon request. Required prestart checks must be conducted and recorded, such records must be kept with the plant and equipment.

12.5 Communicate, consult and co-ordinate all activities with PRIME BUILDING AUSTRALIA PTY LTD and any other Sub-Contractors on site as required, to ensure that a safe workplace is maintained.

12.6 Ensure that all personnel are competent and/or appropriately trained and supervised to carry out all activities conducted by the Sub-Contractor. Verification of competency to perform work must be supplied to PRIME BUILDING AUSTRALIA PTY LTD, including any Licence to perform High Risk Work.

12.7 Immediately address/comply with any site instruction or memo issued by PRIME BUILDING AUSTRALIA PTY LTD Building Supervisor relating to safety requirements.

12.8 Ensure that a properly stocked First Aid Kit is available at all times, and appropriate fire suppression equipment is available when required (e.g. heat generation process).

12.9 Ensure that you have suitably trained first aid personnel on site at all times.

12.10 Smoking is not permitted on any PRIME BUILDING AUSTRALIA PTY LTD site

12.11 Consumption of alcohol is not permitted on any PRIME BUILDING AUSTRALIA PTY LTD site. All workers on site must comply with PRIME BUILDING AUSTRALIA PTY LTD's Drugs and Alcohol Policy, located in the Sub-Contractor Handbook.

12.13 The operation of radios, listening devices with earpieces and phones are not permitted on site without the authorisation of the Building Supervisor.

13. ENVIRONMENT

PRIME BUILDING AUSTRALIA PTY LTD is committed to carrying out its building activities in a manner as environmentally responsible as is practicable. Subsequently, PRIME BUILDING AUSTRALIA PTY LTD is committed to achieving certification to AS/NZS ISO 14001-2004 "Environmental Management Systems". As part of this commitment, it is essential that all Sub-Contractors agree to comply with PRIME BUILDING AUSTRALIA PTY LTD's project-specific Environmental Management Plans. Please review the following minimum requirements pertaining to PRIME BUILDING AUSTRALIA PTY LTD's Waste Minimisation Programme.

13.1 Waste Minimisation As part of PRIME BUILDING AUSTRALIA PTY LTD's waste minimisation programme, it is essential that all Sub-Contractors maintain a clean working environment and regularly place their rubbish/debris into the relevant bins provided. For example:

13.2 Inert material waste (concrete, bricks, gravel and sand) to be placed into the recyclable "Rubble Only" bins where provided.

13.3 Metal waste (steel off-cuts, reo bar, sheeting) to be placed into the "Metals Only" bins where provided.

13.4 Crib room recyclable waste (plastic containers, bottles, milk containers, cans, paper, cardboard) to be placed into the "Recyclable" bins where provided.

13.5 All other waste materials to be placed into general waste bins as provided.

13.6 PRIME BUILDING AUSTRALIA PTY LTD is not responsible for cleaning up after Sub-Contractors. PRIME BUILDING AUSTRALIA PTY LTD reserves the right to recover costs from the Sub-Contractor if required to clean up after Sub-Contractors.

14. WARRANTIES

14.1 The Sub-Contractor warrants that the Works shall comply in all respects with the Sub-Contract.

14.2 The Sub-Contractor shall assign to PRIME BUILDING AUSTRALIA PTY LTD the benefit of any warranties and guarantees given to it in respect of any Materials supplied by the Sub-Contractor.

14.3 If any omission or defect in the Works arising from the Sub-Contractor's failure to comply with the terms of the Sub-Contract is not rectified within the time stipulated in a direction given by PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor then PRIME BUILDING AUSTRALIA PTY LTD may rectify the omission or defect at the Sub-Contractor's cost.

15. PAYMENT PROCEDURE

15.1 PRIME BUILDING AUSTRALIA PTY LTD shall pay the Sub-Contractor the agreed Invoice Sum upon completion of the Works to the reasonable satisfaction of PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor, unless some other payment procedure is specified in the Work Order or is agreed between the Sub-Contractor and PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor

15.2 Upon the Sub-Contractor being entitled to payment, the Sub-Contractor shall furnish PRIME BUILDING AUSTRALIA PTY LTD with a tax invoice ("the Invoice"), clearly indicating the relevant Work Order number and Works details.

15.3 Within twenty-one (21) days of receipt by PRIME BUILDING AUSTRALIA PTY LTD of the Invoice or the Purchase order signed as an invoice, PRIME BUILDING AUSTRALIA PTY LTD shall pay the Sub-Contractor the due amount less any amount which PRIME BUILDING AUSTRALIA PTY LTD may be entitled to deduct pursuant to the Sub-Contract.

15.4 Any debt or money due to PRIME BUILDING AUSTRALIA PTY LTD under or by virtue of a provision of the Sub-Contract may be deducted by PRIME BUILDING AUSTRALIA PTY LTD from any monies which may be or thereafter become payable to the Sub-Contractor by PRIME BUILDING AUSTRALIA PTY LTD. Nothing in this Clause shall affect the right of PRIME BUILDING AUSTRALIA PTY LTD to recover from the Sub-Contractor the whole or any balance that remains after such deduction.

15.5 The Sub-contractor shall sign a Recipient Created Tax Invoice Agreement, when requested by PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor.

15.6 Upon Payment to the subcontractor of the amounts claimed, the Plant or Materials the subject of the claim shall be the property of PRIME BUILDING AUSTRALIA PTY LTD free of any lien, charge or security interest.

15.7 Notwithstanding clauses 15.1 to 15.6, PRIME BUILDING AUSTRALIA PTY LTD is entitled to deduct, from any amount owing to the Subcontractor, the value of any claim PRIME BUILDING AUSTRALIA PTY LTD or a related entity has against the Sub-contractor, whether under this agreement or otherwise.

16. INSURANCES/LICENCES

16.1 The Sub-Contractor must provide evidence of current Worker's Compensation and Public Liability insurance, where required by contract this policy is to extend to cover PRIME BUILDING AUSTRALIA PTY LTD and the Principal, for a minimum of \$5.0m or that specified in any letter of award, and will renew the policies as required for the Contract Duration. If the Company is a Sole Trader, it is required to provide current Public Liability insurance only.

16.2 The Sub-Contractor must provide evidence of current QBCC Licence, Construction Cards, Police Clearance, Industry Specific Licences where required, when relevant to the specific sub-contract role/tasks.

16.3 If the Sub-Contractor brings vehicles onto the site, it may be required to provide evidence of relevant motor vehicle insurance

16.4 When requested by PRIME BUILDING AUSTRALIA PTY LTD, the Sub-Contractor will provide evidence of Professional Indemnity Insurance acceptable to PRIME BUILDING AUSTRALIA PTY LTD.

16.5 Notwithstanding Clause 17, if the Sub-Contractor fails to provide evidence of any insurances/licences specifically required by the Sub-Contract, PRIME BUILDING AUSTRALIA PTY LTD can immediately terminate the Sub-Contractor Agreement.

16.6 The Sub-Contractor will not be allowed access to the Site until evidence of satisfactory current insurance/licences is provided to PRIME BUILDING AUSTRALIA PTY LTD.

17. DEFAULT OF SUB-CONTRACTOR

17.1 If the Sub-Contractor fails to perform or is in breach of any of its obligations imposed in terms of the Sub-Contractor Agreement PRIME BUILDING AUSTRALIA PTY LTD may:

17.1.1 Give written notice of the Sub-Contractor requiring to remedy its breach or default within seven (7) days after the despatch of such notice; and

17.1.2 If the Sub-Contractor fails to remedy such defaults in a manner reasonably satisfactory to PRIME BUILDING AUSTRALIA PTY LTD within seven (7) days after receipt of the notice referred to in Clause 15.1.1 PRIME BUILDING AUSTRALIA PTY LTD may (without prejudice to any other rights or remedies it has under the Sub-Contract) exercise all or any of the following powers:

(a) suspend any payment due to the Sub-Contractor under the Sub-Contract or otherwise until the default has been remedied;

(b) take the remaining work under the Sub-Contract wholly or partly out of the hands of the Sub-Contractor; and

(c) by notice determine the Sub-Contract and (at the option of PRIME BUILDING AUSTRALIA PTY LTD) any other contract between PRIME BUILDING AUSTRALIA PTY LTD and the Sub-Contractor then in existence.

17.1.2 In addition to PRIME BUILDING AUSTRALIA PTY LTD's other rights under the Sub-Contract, if the Works shall involve the carriage or deliver of goods by the Sub-Contractor, PRIME BUILDING AUSTRALIA PTY LTD shall be entitled to immediately determine the Sub-Contract by notice to the Sub-Contractor if the following shall occur;

(a) the Sub-Contractor or any of its employees or servants engaged in the Works shall be convicted of any traffic offence involving negligence, recklessness or driving under the influence of drugs or alcohol; or

(b) the Sub-Contractor shall be deprived of or fail to maintain all necessary permits, licenses or other authorities required by law to enable it to complete or undertake the Works.

17.1.3 If PRIME BUILDING AUSTRALIA PTY LTD determines the Sub-Contract;

17.1.4 the Sub-Contract shall be determined from the date of the relevant notice (herein called "the Date of Determination") but without prejudice to any other rights or remedies of PRIME BUILDING AUSTRALIA PTY LTD under the Sub-Contract;

17.1.5 PRIME BUILDING AUSTRALIA PTY LTD may employ and pay other persons to complete the Works;

17.1.6 the Sub-Contractor shall, if so required by PRIME BUILDING AUSTRALIA PTY LTD within fourteen (14) days of the Date of Determination assign to PRIME BUILDING AUSTRALIA PTY LTD, without payment, the benefit of any agreement for the manufacture or supply of Material (if any) supplied by the Sub-Contractor or for the performance of any work for the purposes of this Sub-Contractor Agreement;

17.1.7 the Sub-Contractor shall (as and when directed by PRIME BUILDING AUSTRALIA PTY LTD to do so, and not before) remove from the Site, Material (if any) supplied by the Sub-Contractor and Constructional Plant. If within a reasonable time after receipt of such direction the Sub-Contractor does not comply, then PRIME BUILDING AUSTRALIA PTY LTD may, not less than fourteen (14) days after notifying the Sub-Contractor of its intention (but without being responsible for any loss or damage) remove and/or sell any such property of the Sub-Contractor the proceeds of which may be credited by PRIME BUILDING AUSTRALIA PTY LTD to the Sub-Contractor's account; and,

17.1.8 if the Works or any part thereof has been taken out of the hands of the Sub-Contractor, PRIME BUILDING AUSTRALIA PTY LTD, on completion of the Works, shall ascertain the cost to PRIME BUILDING AUSTRALIA PTY LTD of completing the Works and shall deduct the amount so arrived at from the Sub-Contract Sum. Any deficiency shall be payable by the Sub-Contractor to PRIME BUILDING AUSTRALIA PTY LTD.

17.2 Any action taken by PRIME BUILDING AUSTRALIA PTY LTD pursuant to this Clause shall not operate to prejudice PRIME BUILDING AUSTRALIA PTY LTD's:

17.2.1 rights, remedies, authorities or discretions, or the accrued liabilities and obligations of the Sub-Contractor which shall continue in full force and effect as if there had been no such termination;

17.2.2 rights to recover or deduct monies pursuant to the provisions of the Sub-Contract; nor

17.2.3 rights to recover from the Sub-Contractor all monies whatsoever (from time to time) due and payable to PRIME BUILDING AUSTRALIA PTY LTD by the Sub-Contractor whether under or in relation to this Sub-Contract or otherwise.

18. INSOLVENCY

If the Sub-Contractor:

a. passes a resolution that it be wound up or suffers a winding up order to be made against it (unless such winding up is solely for the purpose of reconstruction or amalgamation, the terms of which have previously been approved by PRIME BUILDING AUSTRALIA PTY LTD);

b. becomes insolvent or bankrupt or has a receiving order made against it or enters into a composition with its creditors or any class of them; or

c. suffers a receiver or receiver and manager to be appointed or carries on business under a receiver or receiver and manager; then PRIME BUILDING AUSTRALIA PTY LTD may: terminate the Sub-Contractor Agreement by notice to the Sub-Contractor, its receiver, receiver and manager, trustee or liquidator or any other person in whom the affairs of the Sub-Contractor's affairs may have become vested; or give to the receiver, receiver manager, trustee, or liquidator or other person in whom the Sub-Contractor's affairs have vested the option of continuing to carry out the Sub-Contract subject to the provision of a guarantee satisfactory to PRIME BUILDING AUSTRALIA PTY LTD for the due and faithful performance of the unexpired portion of the Sub-Contract. If PRIME BUILDING AUSTRALIA PTY LTD terminates the Sub-Contractor Agreement under clause 16.5 then PRIME BUILDING AUSTRALIA PTY LTD's rights and remedies shall be those set out in Clauses 17.1.4 to 17.1.8

19. EXTENSION OF TIME

19.1 The Sub-Contractor may seek an extension of time if it is delayed under the Sub-Contract by reason of a delay by the Contractor, or an Act of God or circumstances beyond the control of the Sub-Contractor and which could not have been reasonable foreseen by a reasonably prudent and experienced Sub-Contractor.

19.2 The Sub-Contractor and PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor shall discuss the Sub-Contractor's request for an extension of time and shall agree on the terms of such an extension including appropriate adjustments (if any) to the Sub-Contract Sum.

20. TAXES AND DUTIES

20.1 The Sub-Contractor shall pay, at its own expense, when due and payable all payments, wages and salaries, taxes and contributions imposed by law or any industrial agreement ("the Payments") with respect to or measured by the employment of or remuneration (wages, salaries or other) paid to employees of the Sub-Contractor related to the Works, including, but not limited to, workers' compensation, superannuation, unemployment compensation insurance, old age benefits, welfare funds, pensions and annuities, union dues, and disability insurance.

20.2 PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor may, at any time, serve a notice on the Sub-Contractor requesting reasonably satisfactory proof that all or some of the Payments are up to date, and the Sub-Contractor shall

provide PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor with such proof within three (3) days of receipt of the notice.

20.3 The Sub-Contractor shall defend, indemnify and hold harmless PRIME BUILDING AUSTRALIA PTY LTD from any liability resulting from the Sub-Contractor's failure to make timely payment of or to pay the above or any items similar to the above or failure to comply with the reporting, return or other procedural requirements with respect to its payment. Any interest, penalties or other liabilities arising from such failure shall be paid by the Sub-Contractor.

21. COMPLIANCE WITH LAWS AND REGULATIONS

21.1 The Sub-Contractor shall comply with the requirements from time to time of all relevant Federal, State and Municipal legislation.

21.2 The Sub-Contractor shall procure and maintain all permits or licenses and give all such notices and pay all such statutory amounts as may be required in order to perform the work under the Sub-Contract.

21.3 If the Sub-Contractor is required to transport goods, materials or plant under the Subcontract, the Sub-Contractor shall comply with the requirements of the Road Traffic (Vehicles) Act 2012 (WA). The Sub-Contractor indemnifies PRIME BUILDING AUSTRALIA PTY LTD for any costs, loss or damage incurred as a result of any failure to comply with this clause.

22. ASSIGNMENT, NOVATION OR FACTOR

22.1 The Sub-Contractor must not sell, assign, factor or otherwise dispose of any of Sub-Contractor's present and future rights to payment that are due to Sub-Contractor (hereinafter referred to as "Account"), nor shall it encumber any Account, without the prior written consent of PRIME BUILDING AUSTRALIA PTY LTD acting entirely in its sole and unfettered discretion, such consent to be given on such terms and conditions as PRIME BUILDING AUSTRALIA PTY LTD deems fit.

22.2 The Sub-Contractor agrees that under no circumstances shall it be entitled to consider any sale, assignment, factoring, disposal or encumbrance of Accounts as contemplated in this clause if,

- a. in relation to a body corporate, it is insolvent within the meaning of section 95A of the Corporations Act, or a liquidator, administrator, controller or similar official is appointed to, or takes possession or control of, any of its assets or undertakings, or it enters into any type of arrangement with its creditors;
- b. in relation to an individual, the person has a bankruptcy notice issued against that person, a receiver or trustee or similar official is appointed to any of that person's property or that person enters into an arrangement with any of its creditors.

22.3 PRIME BUILDING AUSTRALIA PTY LTD may assign the benefit or burden (or both) of the Sub-Contract or any part thereof, and shall, within a reasonable time thereafter, given notice of such assignment to the Sub-Contractor.

23. NON WAIVER

Any waiver or relaxation by PRIME BUILDING AUSTRALIA PTY LTD partly or wholly of any term or condition of the Sub-Contract shall be valid only if agreed by the Sub-Contractor and PRIME BUILDING AUSTRALIA PTY LTD's Building Supervisor and shall apply to a particular occasion only and shall be restricted to its terms and shall not be continuing nor of application generally unless expressed so to be and shall not constitute a waiver or relaxation of any term of condition.

24. SUPERANNUATION

The sub-contractor confirms, acknowledges and agrees, that:

24.1 PRIME BUILDING AUSTRALIA PTY LTD is not required legally or otherwise to make any superannuation contribution on behalf of the Sub-Contractor or the Sub-Contractor's own employees or sub-contractors : and

24.2 The Sub-Contractor may be legally obliged to make superannuation contributions on behalf of those employees, sub-contractors, or assistants engaged or employed by the Sub-Contractor.

25. SERVICE OF NOTICES

Written notices required under the Sub-Contract shall be deemed to have been validly given if delivered by hand or sent by registered post to the respective addresses of the parties appearing in the Agreement and shall be effective upon receipt.

26. GOVERNING LAW

The Sub-Contract shall be governed by and subject to the laws of Queensland.

27. PRIVACY AND SURVEILLANCE

PRIME BUILDING AUSTRALIA PTY LTD collects your personal information for the purpose of acquiring goods and/or services from the Subcontractor and keeping a record of transactions on PRIME BUILDING AUSTRALIA PTY LTD's file. Personal information can include sensitive health information as required by PRIME BUILDING AUSTRALIA PTY LTD from time to time. By signing this Sub-Contractor Agreement, the Subcontractor consents to PRIME BUILDING AUSTRALIA PTY LTD accessing, holding and using the Subcontractor's personal information in accordance with its Privacy Policy for purposes associated with its business including internal reporting, compliance, security, safety, oversight and marketing.

28. INDEMNITIES

The Sub-contractor will comply with all relevant Laws in the performance of the Services including without limitation safety laws and Chain of Responsibility obligations in the performance of the Services. The Subcontractor shall indemnify PRIME BUILDING AUSTRALIA PTY LTD in respect of all losses or claims raised against it arising out of or as a consequence of the Sub-contractor's failure to comply with this clause.