

Eternus Terms and Conditions for the Purchase of Goods or Services

This document contains the terms and conditions (**Conditions**) applying to Orders or purchase requests issued for Goods and/or Services to any company, person or other party (**Supplier**) by Eternus Group Pty Ltd ACN 657 526 657 and/or its subsidiaries (including Eternus Operations Pty Ltd ABN 58 667 812 222) located in Australia (each a **Purchaser**), where there is no other written agreement between the Supplier and the Purchaser.

The Purchaser is not bound by the Supplier's terms of sale or any other conditions the Supplier seeks to impose on, or that purports to apply to, the supply of the Goods and/or Services by the Supplier to the Purchaser. The parties must not amend these Conditions unless recorded in writing and signed by the Purchaser.

These Conditions take effect from 19 December 2023 (**Effective Date**).

1. Terms of Contract

- (a) The Contract between the Purchaser and the Supplier for the purchase of the Goods and/or Services by the Purchaser from the Supplier comprises:
 - (1) these Conditions;
 - (2) the Order;
 - (3) any other terms and conditions (including specifications) set out in or incorporated by reference in the Order;
 - (4) any other terms and conditions which are imposed by Law, and which cannot be excluded; and
 - (5) any agreed written variation.
- (b) These Conditions, together with the documents referred to in clause 1(a) above, shall apply to all Orders for the purchase of Goods and/or Services by the Purchaser from the Supplier, and contain the only terms and conditions of purchase to which the Purchaser will be bound in connection with the purchase of Goods and/or Services from the Supplier. The Purchaser will not be bound by any other terms the Supplier may purport to apply (including on an invoice or other document and whether before or after submission of an Order by the Purchaser) or which are endorsed upon any correspondence or documents issued by the Purchaser, except to the extent that the Purchaser and the Supplier enter into a final, signed agreement relating to the provision of Goods and/or Services by the Supplier to the Purchaser, in which case that final, signed agreement will take effect to the exclusion of these Conditions.
- (c) Without limiting any other mode of acceptance of these Conditions exercised by the Supplier, the Supplier acknowledges that by delivering the Goods or performing the Services, the Supplier agrees to be bound by these Conditions.

- (d) The Purchaser may change these Conditions from time to time. These Conditions and any changes to them will be provided to the Supplier together with the date on which any new terms and conditions become effective. By entering into a Contract after the date upon which the new terms and conditions become effective, the Supplier accepts and is bound by the changed terms and conditions for that Contract and future Contracts. If the Supplier does not accept the changes to the Conditions, the Supplier may give Notice to the Purchaser that it does not wish to supply any further Goods and/or Services.

2. Purchasing Goods and/or Services

- (a) The Purchaser may purchase Goods and/or Services from the Supplier by providing an Order to the Supplier. Subject to the Supplier's acceptance of the Order, the date for delivery of the Goods and/or Services will be as specified in the Order. No Contract for the supply of Goods and/or Services will exist between the Purchaser and Supplier until the Purchaser gives the Supplier an Order in accordance with these Conditions and that Order has been accepted by the Supplier (such acceptance of the Purchaser's Order may be made and communicated by the Supplier in writing (including via email), via an order acknowledgment or by an overt act of acceptance).
- (b) The Purchaser may cancel, or vary, an Order, if the Purchaser has provided Notice of such cancellation, or variation, to the Supplier at least 10 Business Days prior to the time specified for delivery in such Order and the Supplier has not delivered the Goods and/or Services in accordance with the Contract. The Supplier will be deemed to have agreed to a variation to an Order notified by the Purchaser unless the Supplier provides Notice to the Purchaser within five (5) days of the date of the Purchaser's written Notice that the Supplier does not accept such variation.
- (c) The Supplier will provide the Goods to and/or perform the Services for the Purchaser in accordance with the Order.

- (d) The Supplier acknowledges that the Purchaser may purchase Goods and/or Services from other suppliers, and there is no guarantee of exclusivity or minimum quantity.

3. Price

- (a) The Price of the Goods and/or Services will be as set out in the Order. If no Price is specified in the Order, then the Supplier must confirm the Price with the Purchaser before the supply of the Goods or before commencing the Services. The Purchaser will not be bound to pay for the Goods and/or Services unless the Purchaser has agreed to the Price in writing before the Goods are supplied or the Services are performed. The Price set out in the Order or agreed between the Supplier and the Purchaser for a Contract may not be amended without the prior written agreement of the Purchaser.
- (b) The Purchaser will pay the Price for the Goods and/or Services. The Price is exclusive of GST but includes all other taxes or duties levied or assessed in connection with the supply of the Goods and/or Services and includes all costs of testing, inspection, labelling, packing and freight and delivery.
- (c) The Supplier warrants that the Price is no less favourable than the price paid by any other purchaser of the same Goods and/or Services supplied by the Supplier in substantially similar volumes or circumstances.
- (d) The Supplier acknowledges that any payment made to it by the Purchaser does not imply or constitute an admission on the part of the Purchaser that the Goods and/or Services comply with the Contract or a waiver or release of the Supplier's obligations under the Contract.

4. Invoices and Payment

- (a) The Supplier will submit monthly GST invoices to the Purchaser in respect of Goods and/or Services supplied during the preceding month. All invoices must specify the amount payable, state the relevant Order number or numbers, and include reasonable detail of the Goods and/or Services supplied during the relevant period.
- (b) The Purchaser will not be required to pay the Supplier's invoices where the Supplier has not provided the Purchaser with all proof of insurances required under these Conditions.
- (c) The Purchaser will pay invoices for Goods and/or Services supplied by the Supplier 30 days from the end of the month in which the Purchaser received a correctly tendered invoice, provided that the Goods and/or Services have been

received by the Purchaser at the date of the invoice. Payment will be made by direct credit to a bank account nominated by the Supplier.

- (d) The Purchaser may set off any sums due to the Supplier against any costs, expenses or other losses incurred by the Purchaser as a result of any breach of the Contract.

5. Delivery

- (a) The Supplier must deliver the Goods to or perform the Services at the address specified in the accepted Order by the date stated in the accepted Order. Time is of the essence.
- (b) The Supplier will pack all Goods properly and securely so that they reach their destination in an undamaged condition.
- (c) If the Supplier becomes aware that it will not be able to comply with a specified delivery date as shown on an accepted Order, the Supplier will immediately notify the Purchaser and obtain approval for any change to the original delivery date. Except where the Purchaser has given approval for a delayed delivery, if delivery is delayed by more than twenty-four (24) hours, the Purchaser will be entitled to cancel the Order or reject the delivery without any liability whatsoever.
- (d) The Purchaser will be entitled to recover from the Supplier, as a debt due and payable by the Supplier to the Purchaser, any reasonable costs, expenses or liquidated damages suffered by the Purchaser as a result of the Supplier failing to satisfactorily complete delivery within the agreed timeframe.
- (e) The Purchaser reserves the right to make claims upon the Supplier for any Goods and/or Services which are, at the time of delivery or performance, not fit for purpose, not to specification, damaged, defective, short delivered and/or incomplete.

6. Title and Risk

- (a) Title in the Goods and/or Services passes to the Purchaser on delivery or as stipulated in the Order.
- (b) The Supplier bears all risk of loss and damage to the Goods and/or Services until the Goods and/or Services have been delivered except to the extent such loss or damage is due to the Purchaser's negligence or breach of the Contract.
- (c) If the Purchaser is not satisfied that the Goods and/or Services are delivered in accordance with the Order, the Purchaser may in its absolute

discretion (without limiting any other rights or remedies available to the Purchaser):

- (1) reject them in whole or in part with no further liability to pay for the Goods and/or Services. Any sums paid will be returned to the Purchaser on demand within ten (10) days of rejection; and/or
 - (2) give Notice to the Supplier to repair or replace the Goods and/or Services without delay at the Supplier's expense and risk.
- (d) Title and risk in the rejected Goods and/or Services immediately reverts in the Supplier. The Supplier is liable for all loss incurred by the Purchaser due to the rejection of the Goods and/or Services.
- (e) The Purchaser's acceptance does not limit or waive the Purchaser's rights to claim from the Supplier for any defect in the Goods and/or Services or failure of the Goods and/or Services to comply with the warranties, requirements or Conditions of the Order.
- (f) Nothing in the Contract creates a security interest in the Goods for the Supplier. The Supplier must not, in any circumstances, register or seek to register an interest in the Goods under the *Personal Property Securities Act 2009* (Cth).

7. Supplier's Warranties, Insurances and Obligations

- (a) Where the Supplier supplies Goods, the Supplier warrants and undertakes that the Goods:
- (1) are new and unused and are of sound design;
 - (2) comply with relevant Australian Standards, are of acceptable quality and fit for the purpose for which such Goods are ordinarily used;
 - (3) are free from defects in design, material and workmanship;
 - (4) are free from encumbrances and are not subject to any mortgage, charge, lien, retention of title or other security interest;
 - (5) comply with all Laws and regulations in the place where the Purchaser is located;
 - (6) include appropriate and correct warnings and instructions; and
 - (7) comply with the Order specifications and any representations, descriptions, samples or other specifications provided by the Supplier in connection with the

Goods and/or Services, including as to quality, function, performance or design.

- (b) Where the Supplier supplies Services, the Supplier warrants and undertakes that:
- (1) the Supplier will, and will ensure that its employees and all representatives will, perform the Services in an efficient, proper and professional manner, in accordance with all applicable Laws in the place where the Purchaser is located;
 - (2) any representations, whether oral or in writing, that the Supplier has made to the Purchaser as to the Supplier's qualifications, experience, capacity to provide the Services and any other relevant matter are true and complete;
 - (3) the Supplier will supply all materials and equipment necessary for the provision of the Services and will not use any of the Purchaser's equipment unless prior written approval is obtained; and
 - (4) the Supplier, at the Supplier's own cost, shall make good any errors, defects or omissions in the Services provided to the Purchaser.
- (c) The Supplier represents and warrants to the Purchaser, on the date of the Contract and on a continuing basis, that:
- (1) the Supplier holds all consents, approvals, permits and licences necessary for the supply of the Goods and/or performance of the Services;
 - (2) any Intellectual Property rights or other proprietary rights of any other person will not be infringed by the provision of the Services or the supply of the Goods;
 - (3) the Supplier has the necessary resources (including financial resources) sufficient to enable it to perform its obligations under this Contract;
 - (4) the Supplier complies with all applicable Laws and regulations; and
 - (5) the Supplier will conduct its business with due diligence, in an efficient and environmentally responsible manner, adhering fully to all environmental Laws.
- (d) The Supplier must promptly notify the Purchaser in writing if any warranty in clause 7 changes.
- (e) The warranties provided in this clause 7 are in addition to any obligations that the Supplier owes

to the Purchaser that are implied by Law, trade, usage or otherwise. The provisions of this clause 7 will survive termination of the Order and/or Contract, howsoever arising.

- (f) The Supplier warrants that it holds and will maintain public and products liability insurance in relation to all supplies to the Purchaser with a reputable insurer for an amount not less than \$20,000,000 in respect of any one occurrence and in the aggregate for products liability. The Supplier agrees to provide copies of current certificates of currency for the insurance referred to in this clause 7 when requested by the Purchaser, detailing the policy number, expiry date and the amount of insurance cover.
- (g) Where the Supplier is providing a service, it warrants that appropriate professional indemnity insurance is maintained for an amount not less than \$2,000,000 in respect of any one claim.
- (h) Where the Supplier is providing a product, it warrants that it holds material loss and damage insurance cover until the product is delivered and in possession of the Purchaser.
- (i) The Supplier warrants that it holds and will maintain adequate workers' compensation insurance for its workers engaged to meet the obligations under these terms and conditions.

8. Supplier Indemnity

The Supplier hereby indemnifies the Purchaser for any loss, costs, damages, expenses and injury to property or persons resulting from, arising out of or in connection with a breach by the Supplier of the Contract or an Order or any breach by the Supplier of any applicable Law and/or any use by the Purchaser of the Goods (including breach of the quality warranties set out in clause 7).

9. Confidentiality

- (a) The Supplier agrees to keep confidential all of the Confidential Information, including the Purchaser's information concerning or arising from the performance of the Order or otherwise provided by the Purchaser to the Supplier. This clause 9 does not apply to information which is lawfully obtained from a third party who does not owe an obligation of confidentiality to the Purchaser, is public knowledge, is already known or is otherwise independently developed by the Supplier.
- (b) The Supplier will not advertise itself as supplying Goods and/or Services to the Purchaser without the Purchaser's prior written consent. The obligations of this clause 9 will remain in force

notwithstanding completion, cancellation or termination of the Order.

- (c) The Supplier acknowledges that damages may not be an adequate remedy for any breach of this clause 9 and that the Purchaser may be entitled to equitable relief for any actual or threatened breach of this clause 9.

10. Privacy

- (a) If a party collects or has access to Personal Information in order to exercise its rights or perform its obligations under these Conditions, that party must:
 - (1) comply with the Privacy Act in respect of that Personal Information;
 - (2) fully cooperate with the other party to enable the other party to respond to:
 - (A) applications for access to, or amendment of, a document containing a person's Personal Information; and
 - (B) privacy complaints; and
 - (3) comply with such other reasonable privacy measures notified by the other party from time to time.
- (b) The Supplier will notify the Purchaser if it becomes aware that it may be required to disclose Personal Information by Law or to the Australian Information Commissioner.
- (c) The Supplier must immediately notify the Purchaser where the Supplier becomes aware of a breach of this clause 10 or the Privacy Laws.
- (d) The Supplier indemnifies the Purchaser in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Supplier under the Contract.
- (e) This clause 10 will survive the expiration or termination of the Contract.

11. Intellectual Property

- (a) All Intellectual Property rights held by a party prior to entry into the Contract, or developed by a party independently of the Contract, remain the property of that party (as relevant).
- (b) Any Intellectual Property created by the Supplier in connection with the performance of the Services belongs to the Purchaser. The Supplier hereby assigns (or will procure such assignment)

to the Purchaser of the Supplier's entire right, title and interest in any such Intellectual Property.

12. Termination

- (a) The Purchaser may, at any time, terminate an Order, or this Contract, in whole or in part, without cause, upon written Notice to the Supplier. Following any such termination, the Supplier must, to the extent specified by the Purchaser, stop all work on the Order, and cause its suppliers and subcontractors to stop work. Any costs for any such termination of the Order or Contract will be limited to actual non-recoverable costs incurred by the Supplier for the relevant Order which the Supplier can demonstrate were properly incurred prior to the date of termination or which are unavoidable and will be incurred after the date of termination. In no event shall such reimbursement include anticipated profits for undelivered Goods or unperformed Services.
- (b) A material breach by either the Supplier or Purchaser of any of the terms of these Conditions will constitute an event of default. On the occurrence of an event of default the non-defaulting party may (without prejudice to any other remedy available to it) in its absolute discretion immediately terminate the Contract (including the Order) by giving written Notice to the defaulting party.
- (c) Without limiting the foregoing, the Purchaser may terminate the Contract or an Order pursuant to this clause, in whole or in part, if the Supplier:
 - (1) fails to make delivery of the Goods and/or perform the Services within the time specified in the Order or such other agreed timeframe;
 - (2) fails to replace defective Goods and/or re-perform the Services in accordance with these Conditions;
 - (3) fails to comply with any other material terms specified in the Contract; or
 - (4) becomes insolvent, files or has filed against petition in bankruptcy, or makes an assignment for the benefit of creditors.
- (d) Termination of these Conditions does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination.

13. Dispute Resolution

- (a) A party to these Conditions must not commence court or arbitration proceedings arising from or relating to a dispute, other than a claim for urgent interlocutory relief, unless that party has complied with this clause 13.
- (b) A party to these Conditions claiming that a dispute has arisen must give a written Notice to the other party specifying the nature of the dispute.
- (c) Following receipt by the receiving party of that Notice, the parties must endeavour in good faith to settle the dispute in accordance with the Australian Disputes Centres' *Guidelines for Commercial Mediation*.
- (d) If a party refuses to participate in a mediation of the dispute under this clause 13, that party must not take any steps to recover its costs in any proceedings arising from or in connection with the dispute.

14. Notices

- (a) A Notice, request, consent, approval, refusal, waiver or other communication to a party under these Conditions must be in writing, legible and in English and must be delivered personally, by Express Post, or sent by electronic transmission to the Purchaser.
- (b) If a party gives a Notice:
 - (1) by hand delivery or by email or other electronic means (provided the sender has not received a notification that, for any reason, the email or other electronic transmission was not received by the recipient):
 - (A) before or at 5.00 pm local time on a Business Day in the place of delivery, the Notice is deemed given on the day of delivery or transmission; or
 - (B) after 5.00 pm local time on a Business Day in the place of delivery, the Notice is deemed given on the next Business Day in the place of delivery; or
 - (2) by express post, the Notice is deemed given on the sixth Business Day in the place of delivery after the day on which the Notice was posted.

15. GST

- (a) Words used in this clause 15 that have a defined meaning in the GST Law have the same meaning as in the GST Law, unless the context indicates otherwise.
- (b) Unless expressly stated otherwise, the consideration for any supply under or in connection with these Conditions is exclusive of GST.
- (c) To the extent that any supply made under or in connection with these Conditions is a taxable supply (other than any supply made under another agreement that contains a specific provision dealing with GST), the amount payable by the recipient is the consideration provided under these Conditions for that supply (unless it expressly includes GST) plus an amount (**Additional Amount**) equal to the amount of that consideration (or its GST-exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.
- (d) The recipient must pay the Additional Amount at the same time as the consideration to which it is referable, and on the issue of an invoice relating to the supply.
- (e) Whenever an adjustment event occurs in relation to any taxable supply to which clause 15(c) applies:
 - (1) the supplier must determine the amount of the GST component of the consideration payable; and
 - (2) if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- (f) If either party is entitled under these Conditions to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with these Conditions, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified.

16. ESG Reporting and Supplier Code of Conduct

- (a) The Supplier must, at its cost, provide an ESG Report relating to the performance of this Contract as reasonably requested by the Purchaser in order for the Purchaser to meet its corporate governance requirements.

- (b) The Supplier will permit the Purchaser to undertake verification activities to validate the Supplier's ESG Report and/or the Supplier's compliance with the Supplier Code of Conduct, and the Purchaser must provide all such assistance and information as the Purchaser reasonably requests.
- (c) The Purchaser may terminate the Contract pursuant to this clause 16, in whole or in part, if the Supplier notifies the Purchaser that itself or its suppliers no longer have, hold or can demonstrate the attributes set out in the Supplier Code of Conduct or the results of the Purchaser's verification under clause 16(b) show non-compliance with the Supplier Code of Conduct.

17. General

- (a) **Governing Law and jurisdiction:** The Contract is governed by and construed in accordance with the Law of Queensland. Actions, suits or proceedings relating in any way to the Contract, or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland for the purpose of any such action, suit or proceeding.
- (b) **Relationship of the parties:** The Supplier provides the Services to the Purchaser solely as an independent contractor. Except as expressly provided for in these Conditions, these Conditions do not create any partnership, trust, joint venture or employment, agency or representative relationship between the parties.
- (c) **Power and authority:** Each party represents and warrants to the other party, on the date of the Contract and on a continuing basis, that:
 - (1) it has, and will maintain, all necessary power, authority, rights, licences, consents, approvals and permits to enter into and fully perform its obligations under these Conditions; and
 - (2) it is not bound by any agreement with a third party that adversely affects these Conditions.
- (d) **Compliance with Law:** Each party must comply with the Law applicable to the performance of its obligations under these Conditions.
- (e) **Further acts:** Each party must do all things and sign, execute and deliver all documents as may be legally necessary or reasonably required of it by Notice from another party to carry out and give effect to the terms and intentions of these Conditions.

- (f) **Variation:** No variation of these Conditions is of any effect unless made in writing and signed by the parties.
- (g) **Waiver:** The non-exercise of or delay in exercising a right of a party does not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived in writing signed by the party to be bound by the waiver.
- (h) **Assignment:** Notwithstanding anything else in these Conditions, the Purchaser may assign or novate its rights under the Contract to a Related Body Corporate.
- (i) **Severability:** These Conditions must, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect. If a provision, on its true interpretation or construction, is held to be illegal, invalid or unenforceable:
 - (1) that provision must, so far as possible and reasonable in all the circumstances, be read down to the extent it may be necessary to ensure it is not illegal, invalid or unenforceable and to give it a valid operation; or
 - (2) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of these Conditions will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.
- (j) **Costs:** Each party is responsible for all its own costs incurred in the negotiation and performance of these Conditions, including legal costs.

18. Definitions and Interpretation

(a) Definitions

In these Conditions, unless the context requires otherwise:

Business Day means a day on which banks are open for general business in **Brisbane, Queensland**, other than a Saturday, Sunday or public holiday.

Confidential Information means any information of a party which is confidential or secret in nature (whether or not specified by a party as so), pertains to the dealings, transactions, finances or affairs of the party or the customers or clients of that party or is Personal Information and which is not in the public domain

other than as a result of a breach by another party of its confidentiality obligations.

Contract means an agreement between the Purchaser and Supplier for the supply of Goods and/or Services constituted by an Order, these Conditions and any variation agreed in writing between the Purchaser and the Supplier.

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time.

ESG Report means a report produced by the Supplier addressing the Supplier's performance in the areas of environment, social and governance, including but not limited to a party's greenhouse gas emissions, waste management, labour practices and human rights.

Goods means the goods and any ancillary or associated services (including delivery) described in the Order, if any.

GST has the meaning given in the GST Law.

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

Intellectual Property means:

- (1) any and all intellectual and industrial property rights throughout the world;
- (2) rights in respect of or in connection with Confidential Information;
- (3) copyright, including future copyright and rights in the nature of or analogous to copyright;
- (4) the moral rights described in Part IX of the *Copyright Act 1968* (Cth) and any analogous rights arising under Law that exist, or may come to exist, anywhere in the world; and
- (5) inventions, patents, trade marks, service marks, design and circuit layouts;

whether or not now existing or whether or not registered or registrable, including any right to apply for the registration of such rights and all renewals or extensions.

Law includes:

- (1) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
- (2) any judgment; and

- (3) any rule or principle of common law or equity.

Notice means any notice, request, consent, approval, refusal, waiver or other communication to a party under these Conditions.

Order means the Purchaser's purchase order placed or communicated with the Supplier and includes these Conditions.

Personal Information has the meaning given to that term in the Privacy Act.

Price means the price for the Goods and/or Services as calculated in accordance with clause 3.

Privacy Act means the *Privacy Act 1988* (Cth).

Related Body Corporate has the meaning given to that term in the Corporations Act.

Services means the services described in the Order, if any.

(b) **Interpretation**

In these Conditions, unless the context requires otherwise:

- (1) headings and subheadings are for convenience only and do not affect interpretation;
- (2) a reference to a party, clause, schedule, annexure, appendix, attachment or exhibit is a reference to a clause of, or party, schedule, annexure, appendix, attachment or exhibit to, these Conditions;
- (3) a reference to any agreement or document (including these Conditions) includes any amendments to or replacements of that document;
- (4) a reference to an amount of money, 'dollars', '\$' or 'AUD' is a reference to the lawful currency of the Commonwealth of Australia, unless otherwise specified;
- (5) words denoting the singular include the plural and words denoting the plural include the singular;
- (6) words denoting any gender include all genders;
- (7) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (8) the word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association or government agency;

- (9) the word 'includes' means 'includes, without limitation'; and

- (10) where these Conditions require any act to be done on a day that is not a Business Day, then the act is required to be done on the next Business Day.