



GVK/Hancock

Terms and Conditions - Supply of Services

1 Dictionary

Words used in these Terms and Conditions have the following meanings:

Applicable Codes and Standards means the codes, standards, regulations and requirements expressed in any Law, authorisation or specification, and in the event of an inconsistency or conflict, the more rigorous performance standard applies.

Claims means claims, demands, costs, losses, expenses, liabilities and damages of any kind.

Commencement Date the date of the Purchase Order or the date of commencement of Services, whichever is earlier.

Confidential Information means all information (whether of a scientific, engineering, industrial, mining, technical, business or financial nature or otherwise) and records of a party, in whatever form, but does not include information that:

- (a) as at the Commencement Date is publicly available;
- (b) subsequent to this Contract becomes publicly available without breach of this Contract;
- (c) is obtained by a party from a third party without breach by that third party of any obligation of confidence concerning that information;
- (d) was already in a party's possession (as evidenced by written records) when provided by or on behalf of the other party; or
- (e) a party can prove beyond reasonable doubt has been developed independently by an employee or contractor of the party who has not had access to any Confidential Information.

Contract means a contract between the Principal and You consisting of these Terms and Conditions and the Purchase Order.

Contract Price means the price payable by the Principal for the Services as specified in the Purchase Order.

Corporations Act means the *Corporations Act 2001* (Cth).

Environment means all components of the earth, atmosphere, ecosystems and biosphere including land, air, water, sound, odour, climate, organic matter, inorganic matter, living organisms and natural and human made features wherever located.

Environmental Legislation means any Law relating to the storage, handling or transportation of waste or hazardous material or which has as one of its purposes or effects the protection or enhancement of the Environment.

Event of Default means, in respect of a party, any of the following:

- (a) the party becomes Insolvent;
- (b) the party commits a material breach of its obligations under this Contract which is capable of being remedied and does not remedy the breach within 14 days from the party receiving notice in writing from the other party specifying the breach and requiring the breach to be remedied; or
- (c) the party commits a material breach of its obligations under this Contract which is not capable of being remedied.

Expiry Date means the date on which each of the parties has performed all of its obligations under this Contract.

Force Majeure Event means an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance (other than an action or disturbance affecting only Your labour force), currency restriction, embargo, action or inaction by a government agency, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts or omissions of the party seeking relief.

Government Official means any appointed, elected or honorary official or any career employee of the federal or any state or local government of Australia or another country, or of a public international organisation, any political party, party official, or candidate of Australia or another country. The government includes any agency, department, embassy, or other governmental entity. It also includes any company or other entity owned or controlled by the government. A person does not cease to be a government official by purporting to act in a private capacity or by the fact that he or she serves without compensation.

GST means the same as in the GST Law.

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

Insolvent means, in respect of a party, that it:

- (a) is (or states that it is) insolvent (as defined in the Corporations Act);
- (b) has a Controller (as defined in the Corporations Act) appointed to any part of its property;
- (c) is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, or wound up or has had a receiver or a receiver and manager appointed to any part of its property;
- (d) is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party to this Contract);
- (e) is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) is the subject of an event described in section 459(C)(2) or section 585 of the Corporations Act (or it makes a statement from which the other party to this Contract reasonably deduces it is so subject); or
- (g) is otherwise unable to pay its debts when they fall due.

Law means:

- (a) the Safety Legislation;
- (b) other Commonwealth, State or local legislation including regulations, by-laws and other subordinate legislation and including all environmental laws;
- (c) common law; and
- (d) guidelines of a Commonwealth, State or local government with which You are required to comply.

Personnel includes employees, agents and contractors.

Policies means each of the Site policies relating to safety, the environment, quality, energy and purchasing and such other policies as notified to You by the Principal, as amended from time to time.

Principal means the entity of the GVK/Hancock Group identified as the Purchaser in the Purchase Order.

Purchase Order means any purchase order issued to You by the Principal in relation to the supply of Services under this Contract.

Safety Legislation means all applicable occupational health and safety, Environmental Legislation relating to health and safety, dangerous goods and electricity safety laws (including the *Coal Mining Safety and Health Act 1999* (Qld), the *Coal Mining Safety and Health Regulation 2001* (Qld), the *Work Health and Safety Act 2011* (Qld) and the *Work Health and Safety Regulation 2011* (Qld)), together with any directions on safety or notices issued by any relevant authority or any code or practice or compliance code, appropriate or relevant to the provision of the Services.

Services means the services to be supplied by You as described in the Purchase Order.

Site means the site where the Services are to be provided as specified in the Purchase Order.

Site Regulations means the Principal's site regulations, as amended from time to time.

Standing Offer Arrangement means an offer by You to supply Services from time to time at set prices on the terms of this Contract in response to purchase orders issued by the Principal.

Taxes includes any tax, stamp, documentary, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever, together with any penalties, fines or interest or similar additions, imposed, levied or assessed by any government, governmental, semi-governmental or other relevant authority or otherwise payable on or in respect of the performance of this Contract but does not include GST payable under clause 7.9.

Terms and Conditions means these terms and conditions.

You, Your or Yourself means the service provider identified in the Purchase Order.

1.2 Rules for interpreting this document

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
- (b) A reference to:
 - (1) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (2) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (3) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (4) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (5) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) The words **related body corporate** have the same meanings as in the Corporations Act.
- (h) A reference to dollars or \$ is to an amount in Australian currency.

1.3 If there is any discrepancy, inconsistency or ambiguity within or between the documents (or parts of the documents) comprising this Contract, the Principal must resolve the discrepancy, inconsistency or ambiguity by applying the following order of precedence:

- (a) the Purchase Order; and
- (b) these Terms and Conditions.

1.4 This Contract applies to the exclusion of any terms and conditions contained in Your tender response, quotation or in any payment claim or invoice rendered by You.

1.5 You acknowledge that You have no authority to bind the Principal and that You must not hold Yourself out as an agent of the Principal in dealings with third parties or purport to incur any obligation, or make any promise, contract or undertaking, warranty or representation for or on behalf of the Principal. You are engaged by the Principal as an independent supplier and nothing in this Contract is to be treated as creating a relationship of employer and employee, agency arrangement, partnership, joint venture or fiduciary relationship between You and the Principal.

1.6 This Contract commences on the Commencement Date and expires on the Expiry Date.

1.7 If the Contract is a Standing Offer Arrangement, the Principal may request further Services from time to time on these terms by issuing one or more Purchase Orders to You. You acknowledge and agree that if this Contract is a Standing Offer Arrangement, the Principal is not obliged to request a certain minimum quantity of Services.

2 Your Fundamental Obligations

2.1 You must provide the Services at the location specified in the Purchase Order at the times specified in the Purchase Order.

2.2 If You are delayed in the provision of the Services by an act or omission of the Principal or any of its respective Personnel which is not permitted or contemplated under this Contract, You may request in writing an extension to the time for delivery of the Services and the Principal may, acting reasonably, agree in writing to any extension and if so the period of the extension. However, in determining whether You are delayed in providing the Services, the Principal will have regard to whether You can perform the obligation without an extension of time and whether You can make up time lost. If You are otherwise delayed by an act or event beyond Your reasonable control the Principal may in its absolute discretion grant You a written extension to the time for delivery of the Services.

2.3 You must comply with any specification provided by the Principal in respect of the Services.

2.4 You must comply with all directions and instructions given to You by the Principal or the "coal mine operator", "site senior executive" or "supervisor" for the Site (as such terms are defined in the *Coal Mining Safety and Health Act 1999* (Qld)).

2.5 You must promptly notify the Principal if You become aware of anything which may delay delivery of the Services.

2.6 You must not subcontract performance of this Contract without the prior written approval of the Principal.

3 Your Warranties

3.1 You warrant that:

- (a) You are a resident of Australia for Australian tax purposes;
 - (b) in performing this Contract You and Your Personnel will comply with:
 - (1) all applicable Laws;
 - (2) the Safety Legislation;
 - (3) the Policies;
 - (4) the Site Regulations;
 - (5) Applicable Codes and Standards; and
 - (6) any other policies of the Principal provided to You or Your Personnel from time to time;
 - (c) You and Your Personnel will provide the Services:
 - (1) in a commercial, prudent and reasonable manner;
 - (2) in accordance with suitable and appropriate methods and practices;
 - (3) in accordance with any applicable industry standards;
 - (4) with the degree of skill, care and diligence that may reasonably be expected of a person, suitably qualified and experienced, in the performance of services similar to the Services;
 - (5) in a manner that could reasonably be expected to enable the Principal to discharge its duties under applicable Laws;
 - (6) in a manner which is consistent with the Principal's best interests and without adversely affecting the Principal's business reputation, interests or goodwill;
 - (7) the Services when performed will:
 - (A) correspond to their description in this Contract;
 - (B) conform in every way with the requirements of this Contract (including any specification);
 - (C) be fit for the Principal's purpose or purposes as specified in this Contract or made known to You prior to entry into this Contract; and
 - (d) You will only engage Personnel who are properly qualified and adequately experienced to perform the Services and will exhibit a high standard of work and conduct.
- 3.2 You must:
- (a) obtain, for the benefit of the Principal, all applicable third party warranties in respect of the Services;
 - (b) if requested by the Principal, assign the benefit of those warranties to the Principal; and
 - (c) during the period of the warranties, take all reasonable action required by the Principal to enforce those warranties or assist the Principal to enforce them.

4 Safety, security and care

- 4.1 You must comply with, and You must ensure that Your Personnel comply with, all Laws (including the Safety Legislation and Law relating to the transport of goods), all occupational health, safety and environmental and rehabilitation requirements and any other policies of the Principal provided to You or Your Personnel from time to time.
- 4.2 You must ensure, and ensure that Your Personnel implement appropriate policies and systems to ensure compliance with requirements regarding vehicle mass, vehicle dimension, load restraint, speed limits, driver fatigue, driving hours and rest periods.
- 4.3 You must comply with the Site Regulations and Policies at all times when on the Site.
- 4.4 You must obtain a copy of the Site Regulations before entering the Site and You must ensure that Your Personnel have been made aware of their content before entering the Site. The Site Regulations may be replaced or amended from time to time by additional requirements at the discretion of the Principal.
- 4.5 You must provide all safety devices and warnings which may be necessary or desirable for ensuring the protection of persons or which are required by the Principal.
- 4.6 You must not interfere with or disrupt the work of the Principal's staff or other contractors except to the minimum extent necessary for the performance of this Contract.
- 4.7 You must:
 - (a) avoid damage to property on or near the Site and make good loss or damage caused to any of the Principal's or third party property by You;
 - (b) only enter the Site during the working hours nominated by the Principal and only for the purposes of performing this Contract; and
 - (c) keep the Site clean and tidy during the performance of the Services and remove any rubbish You are responsible for, from the Site.
- 4.8 You acknowledge and confirm that You have fully inspected the Site and reviewed all information provided by the Principal about its state and condition. You also acknowledge and confirm that You have made adequate provision for all reasonable contingencies that may arise while You are performing this Contract at the Site.
- 4.9 If requested by the Principal, You must undertake, at Your expense, a site induction prior to performing this Contract at the Site to ensure a full understanding of site requirements.
- 4.10 You must immediately remove any Personnel from performing the Services if the Principal notifies You that any of Your Personnel are unacceptable for any reason.

5 Confidential Information and intellectual property

- 5.1 If You have access to any of the Principal's Confidential Information You must:
- (a) keep the Confidential Information confidential;
 - (b) only disclose the Confidential Information to Your Personnel who genuinely need to know the Confidential Information in order for You to perform Your obligations under this Contract and only if such persons are required to keep the Confidential Information confidential; and
 - (c) only use the Confidential Information for the purpose for which it was provided.
- 5.2 You warrant You will not infringe any third party intellectual property rights in performing this Contract. You indemnify the Principal against any Claims brought against the Principal for an infringement of intellectual property rights by You or Your Personnel.

6 Indemnities and insurance

- 6.1 Subject to clause 6.2, You must indemnify the Principal (and its respective related bodies corporate) against, and must pay the Principal on demand, the amount of any claims (including claims made by third parties), demands, damages, expenses (including legal costs on a full indemnity basis), costs (including costs payable to third parties) losses or liabilities which the Principal suffers or incurs, in respect of:
- (a) loss of, or damage to, or loss of use of, any real or personal property, or the personal injury, disease or illness (including mental illness) of, or death of, any person, arising out of Your or Your Personnel's performance of a Contract;
 - (b) interruption to mining operations at the Site arising out of Your performance of this Contract; and
 - (c) any breach by You of this Contract, an unlawful or negligent act or omission by You or by any of Your Personnel or Your wilful misconduct or the wilful misconduct of any of Your Personnel.
- 6.2 The indemnity in clause 6.1 does not apply to the extent that any claims, damages, expenses, losses or liabilities are caused by:
- (a) any negligent act or omission of the Principal or its Personnel, as the case may be; or
 - (b) a breach by the Principal of this Contract.
- 6.3 The indemnity contained in clause 6.1 does not in any way limit or affect any other rights that the Principal may have arising out of any default by You in the performance of Your obligations under this Contract.
- 6.4 Notwithstanding any other provision of this Contract, neither party will be liable to the other for any loss of profit, revenue, business, contracts or goodwill resulting from a breach of this agreement, or for any punitive, exemplary, special or consequential damages except to the extent that such amount:

- (a) is capable of recovery under a policy of insurance (or would have been capable of recovery but for any breach of, or failure to maintain, such policy);
- (b) is capable of recovery from a third party (or would have been capable of recovery from the third party but for any breach of this agreement); or
- (c) is incurred in connection with:

- (1) a breach of clause 5 (Confidential Information and intellectual property) by You; or
- (2) the unlawful or negligent act or omission or the wilful misconduct of the Principal or You.

6.5 You must maintain public and products liability insurance in the amount of ten million dollars, motor vehicle insurance covering both personal injury and property damage arising from the use of registered motor vehicles associated with performing this Contract in the amount of ten million dollars and workers compensation insurance as required by applicable Laws together with any additional insurance specified in the Purchase Order or otherwise required by the Principal. If requested by the Principal at any time, You must provide such evidence as the Principal reasonably requires that You and Your Personnel are insured in accordance with this Contract. All insurance must be with an insurer which has a credit rating of A – or better with Standard and Poor's (or an equivalent rating with another reputable ratings agency).

7 Payment

7.1 The Principal is only required to pay You the Contract Price to the extent that the Services have been delivered in compliance with this Contract. The Principal's payment obligations are subject to this clause 7, and clauses 16, 17 and 18.

7.2 You acknowledge and confirm that the Contract Price includes:

- (a) the cost of all labour, plant, equipment, tools, appliances or other property and items used by You in performing Your obligations under this Contract including performing the Services;
- (b) any other costs incurred by You in performing Your obligations under this Contract; and
- (c) all applicable Taxes.

7.3 Your payment claim must be emailed to the email address shown on the Purchase Order, include the Purchase Order Number and contain sufficient information for the Principal to review the amounts claimed by You.

7.4 The Principal will pay your claim within 30 days of the end of the month in which the claim is received by the Principal. The amount which will be paid by the Principal is the amount that the Principal considers to be payable under the Contract. This may not necessarily be the same as the amount claimed by You. Payment by the Principal of any payment claim does not constitute an acknowledgment by the Principal that the Services provided are in conformity with the requirements of this Contract.

7.5 The Principal may reduce any payment due to You by any amount for which You are liable to the Principal, including costs, charges, damages and expenses or which the Principal disputes in good faith. This provision does not limit the Principal's right to recover those amounts in other ways. If the resolution of a dispute determines that the Principal owes an amount to You, You may submit a payment claim for that amount.

7.6 You must deliver a valid tax invoice to the Principal before the due date for payment of any invoice. The Principal may withhold payment until it receives a tax invoice for any supply. Each invoice must unless otherwise notified by the Principal:

- (a) be billed and sent to the address specified in the Purchase Order (or, if an email address is provided for invoices in the Purchase Order, may be emailed to that address);
- (b) contain the Purchase Order Number; and
- (c) be in the form of a tax invoice for GST purposes.

7.7 Any non-conforming invoices will be returned unpaid. Claim form and invoice queries should be directed to the Contract Administrator appointed to this Contract.

7.8 You must provide the Principal with written details of a bank account to enable the Principal to make payments under this Contract to that account by electronic funds transfer. Payment will be deemed to have been made when received into that account. All banking fees and charges in connection with the payment will be to Your account.

7.9 Unless otherwise specified, amounts otherwise payable under this Contract do not include GST. The Principal will pay to You the amount of GST for which You become liable for any supply You make to the Principal under this Contract, provided that payment claims rendered by You comply with all relevant GST Laws and are sufficient to allow the Principal to claim any input tax credits which may be available to it.

8 Provision of Services

8.1 Upon completion of the Services or on earlier termination of this Contract, You must promptly:

- (a) deliver to the Principal all documentation and other items that are required to be supplied by You under this Contract; and
- (b) return to the Principal all materials, documentation and other things provided to You by the Principal for the purposes of this Contract.

8.2 This Contract is not an exclusive arrangement. Notwithstanding any other provision of this Contract, the Principal may at any time engage another

contractor to provide the Services (including following termination of this Contract in accordance with clause 17.1 or otherwise).

9 Force Majeure

9.1 An obligation of a party under this Contract (other than an obligation to make any payment) is suspended for the time and to the extent that that party is prevented from or delayed in complying with that obligation by a Force Majeure Event.

9.2 A party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. This does not require a party to settle any industrial dispute in any way that it considers inappropriate.

9.3 If a party to this Contract is affected, or likely to be affected, by a Force Majeure Event, it must promptly:

- (a) notify the other party and describe in reasonable detail the nature of the Force Majeure Event;
- (b) give an estimate of its likely duration;
- (c) specify the obligations affected by the Force Majeure Event and the extent of its effect on the performance of those obligations; and
- (d) take all reasonable steps to mitigate any losses caused to the other party and specify the steps it will take in the notice.

9.4 During any period in which a party to this Contract is not performing obligations because of a claimed Force Majeure Event, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the party claiming the Force Majeure Event is not performing without incurring any liability to that party.

9.5 Either party may by 15 days' notice to the other party, terminate this agreement if a Force Majeure Event continues uninterrupted for at least 2 months and neither party will be liable to the other except to the extent of rights or obligations which accrued before termination.

10 Dispute resolution

10.1 All disputes between the parties in connection with this Contract must be resolved in accordance with the provisions of this clause 10.

10.2 If a party considers that a dispute exists in connection with this Contract, that party may give the other party a notice detailing the nature of the dispute (**Notice of Dispute**). Upon receipt of a Notice of Dispute, each party must use its best efforts to resolve the dispute.

10.3 If the parties have not resolved the dispute or agreed an alternative means of resolving the dispute, within 14 days after a Notice of Dispute is served, then either party may commence mediation:

- (a) by giving notice to the other party; and
- (b) referring the matter to the Institute of Arbitrators and Mediators Australia.

10.4 The Mediation Rules of the Institute of Arbitrators and Mediators Australia apply to any mediation under this Contract and the parties must comply with those rules.

10.5 If the parties have not resolved the dispute within 30 days after referral of the dispute to mediation in accordance with clause 10.3, then either party may refer to the dispute for litigation.

10.6 Notwithstanding the existence of a dispute, the parties must continue to perform this Contract.

10.7 Nothing in this clause 10 shall prejudice the right of a party to institute proceedings to enforce payment due under clause 7 or to seek urgent injunctive or declaratory relief in respect of a dispute under this clause 10 or any matter arising under this Contract.

11 Joint and several liability

11.1 If You comprise 2 or more persons, each is jointly and severally liable for Your obligations and liabilities under this Contract.

12 Taxes

12.1 Unless otherwise expressly provided in this Contract, You must pay all Taxes arising out of or relating to this Contract or the performance of Your obligations under this Contract.

13 Notices

13.1 A notice given to You under this Contract must be addressed to the address set out in the Purchase Order or to the address last notified by You to the Principal.

13.2 A notice to the Principal given under this Contract must be addressed to the address shown in the Purchase Order, or the address last notified by the Principal to You as the Principal's address for the purposes of this Contract.

13.3 Notices must be in writing signed by an authorised representative of the sender.

13.4 Notices are taken to have been given or made (in the case of delivery in person or by fax or post) when delivered, received or left at the specified address.

14 No assignment

14.1 You may not assign, declare a trust over or encumber a right or interest under this Contract without the prior written consent of the Principal. You must not undergo a change in control without the prior written consent of the Principal. For the purposes of this clause, control has the meaning given to that term in the Corporations Act.

14.2 The Principal may assign, encumber, declare a trust over or otherwise deal with its rights under this document without Your consent and You must do, and must ensure that Your Personnel do anything (including execute any

document), that the Principal may reasonably require to give full effect to this clause.

15 Governing law

15.1 This Contract is governed by Queensland law.

16 Termination for Event of Default

16.1 Either party may terminate this Contract by 14 days' notice in writing to the other party given at any time if an Event of Default in respect of the other party has occurred. If a party experiences Event of Default (a), the other party may by notice in writing terminate this Contract effective immediately.

17 Termination or Suspension

17.1 The Principal may terminate this Contract for its convenience by giving You 14 days' written notice of termination.

17.2 The Principal may, at any time and from time to time and for any reason, suspend performance of this Contract by written notice to You.

17.3 If You receive a suspension notice, You must suspend performance of this Contract and take all reasonable steps to mitigate costs and delays resulting from the suspension. When the reason for the suspension no longer exists, the Principal will give You written notice to recommence performance of the Contract and You must comply with the direction promptly.

17.4 For the avoidance of doubt, a suspension order under clause 17.2 does not vitiate this Contract.

18 Effect of Termination

18.1 If this Contract is terminated by the Principal under clause 17 or by You under clause 16, then subject to the Principal's rights to withhold amounts owing to You, the Principal shall pay You as Your sole remedy in relation to the termination:

- (a) the amount due to You in relation to the Services supplied prior to the date of termination; and
- (b) the cost of supplies reasonably ordered by You for provision of the Services and which You must accept, but only if they will become the Principal's

property upon payment, plus any other costs reasonably and necessarily incurred by You as a direct and immediate consequence of the termination which could not reasonably be mitigated by You.

18.2 If this Contract is terminated by the Principal under clause 16, the parties' remedies, rights and liabilities will be the same as they would have been under the law governing this Contract had You repudiated this Contract and the Principal elected to treat this Contract as at an end and recover damages.

18.3 On receiving a notice under clause 16 or 17, You must immediately cease performance of Your obligations under this Contract to the extent specified in the notice and take any other action reasonably directed by the Principal.

19 Preservation of rights and obligations on termination or expiry

19.1 The provisions relating to Confidential Information, indemnity, governing law and jurisdiction survive termination or expiry of this Contract until each of those obligations have been completely discharged.

20 Variation

20.1 Variation

- (a) The Principal reserves the right at any time to vary this Contract.
- (b) You and the Principal must negotiate in good faith any adjustment to the price of the Services or an alteration to the date or period for delivery of the Services specified in the Purchase Order arising in connection with a variation.

21 No Improper payments

21.1 You represent and warrant that You have not and will not make any improper payments of money or improperly transfer anything of benefit or value to a Government Official in connection with this Contract. You must not make or permit any payments or the transfer of anything of benefit or value to a third party knowing, or suspecting, that the third party will make any improper payment or improperly transfer anything of benefit or value to a Government Official.