

TERMS AND CONDITIONS OF SUPPLY

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These Terms and Conditions of Supply (Terms) govern the supply of goods by Empire Infrastructure Pty Ltd (Empire) to its customers. They apply to every Quotation, every Order, and every supply of Goods made by Empire unless varied by written agreement signed by both parties. By placing an Order or accepting delivery of Goods, the Customer accepts these Terms.

PART A — APPLICATION OF THESE TERMS

1. Definitions and interpretation

1.1 In these Terms, unless the context requires otherwise:

ACL means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Business Day means any day other than a Saturday, Sunday, or public holiday in New South Wales.

Customer means the entity to whom Empire has issued a Quotation or from whom Empire has accepted an Order.

Delivery Point means the location specified for delivery of Goods on the Quotation or Order, or as agreed in writing.

Goods means the products supplied or to be supplied by Empire to the Customer, including any Glass Reinforced Plastic (GRP) pipe, Reinforced Concrete Pipe (RCP), Reinforced Concrete Steel Cylinder Pipe (RCCP), shaft lining segments, manholes, fittings, and ancillary items.

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

Order means a written purchase order issued by the Customer to Empire on the basis of a Quotation.

PPSA means the Personal Property Securities Act 2009 (Cth).

Quotation means a written offer issued by Empire to the Customer to supply Goods on specified terms.

Security of Payment Legislation means the Building and Construction Industry Security of Payment Act 1999 (NSW), the Building and Construction Industry Security of Payment Act 2002 (Vic), the Building Industry Fairness (Security of Payment) Act 2017 (Qld), the Building and Construction Industry (Security of Payment) Act 2021 (WA), the Building and Construction Industry Security of Payment Act 2009 (SA), the Building and Construction Industry Security of Payment Act 2009 (Tas), the Construction Contracts (Security of Payments) Act 2004 (NT), and the Building and Construction Industry (Security of Payment) Act 2009 (ACT), as applicable.

Supply Agreement means any written supply or framework agreement signed by Empire and the Customer that governs the supply of Goods.

1.2 In these Terms, headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa. A reference to a statute includes its regulations and any amendment, replacement, or consolidation. A reference to a person includes a body corporate, partnership, trust, joint venture, government agency, or other entity.

2. Application and order of precedence

2.1 These Terms apply to every supply of Goods by Empire to the Customer.

2.2 If a Supply Agreement has been signed by both Empire and the Customer that covers the supply of the relevant Goods, the documents apply in the following order of precedence to the extent of any inconsistency:

- (a) the Supply Agreement;
- (b) the Quotation issued by Empire;
- (c) these Terms; and
- (d) the Customer's Order.

2.3 Where there is no Supply Agreement, these Terms prevail over any terms contained in the Customer's Order or any other Customer document, even if that document is signed, stamped, or otherwise acknowledged by Empire. Empire's acceptance of an Order is conditional on the application of these Terms.

2.4 No variation of these Terms is effective unless agreed in writing and signed by an authorised representative of Empire.

PART B — QUOTATIONS, ORDERS, AND PRICING

3. Quotations

3.1 Validity: each Quotation is valid for the period specified on the Quotation. If no period is specified, the Quotation is valid for 30 days from the date of issue.

3.2 Whole quotation basis: Quotation prices are based on the volumes of the whole Quotation being ordered. Empire reserves the right to repackage prices if the Customer orders only part of the Quotation.

3.3 Currency: Empire reserves the right to vary the Quotation without prior notification if the relevant currency exchange rate varies more than 2% based on the published exchange rates of the Reserve Bank of Australia from the date of the Quotation. The Customer should contact the issuer of the Quotation to confirm the exchange rate used.

3.4 Acceptance of a Quotation by the Customer is by issuing an Order that references the Quotation. An Order is taken up by Empire only when Empire issues a written acknowledgement of order or commences performance.

4. Orders, variations, and cancellation

4.1 An Order placed by the Customer is irrevocable once accepted by Empire.

4.2 The Customer may request a variation to an accepted Order. Empire will notify the Customer in writing if Empire agrees to the variation, and the price, delivery, and other commercial terms will be adjusted to reflect the variation.

4.3 The Customer may not cancel an accepted Order without Empire's prior written consent. If Empire consents to a cancellation, the Customer must pay Empire all costs reasonably incurred by Empire up to the date of cancellation, including the cost of any Goods manufactured, in production, or in transit, plus a cancellation fee of 15% of the cancelled value to cover Empire's administrative and re-stocking costs. This is a genuine pre-estimate of Empire's loss.

4.4 For Goods that are manufactured to the Customer's specification or that are non-stocked specials, the Customer may not cancel once manufacture has commenced and remains liable for the full price.

5. Pricing, inclusions, and exclusions

5.1 Prices: prices are as stated in the Quotation, exclusive of GST.

5.2 Pricing generally includes:

- (a) collar;
- (b) lubrication ports when noted;
- (c) rubber ring;
- (d) lashing and loading of pipes into containers or flat racks;
- (e) lashing and loading of pipes onto trucks for break bulk; and
- (f) AQIS and customs charges.

5.3 Pricing generally excludes:

- (a) access road and site preparation for pipe delivery at job site;
- (b) unloading of containers or trucks at the project or job site;
- (c) pipes used for testing and compliance purposes;
- (d) any duties, levies, or taxes other than GST that may be imposed after the date of the Quotation; and
- (e) any third party inspection charges.

5.4 Third party inspector: an additional charge applies when a third party inspector is required by the Customer or by the asset owner.

5.5 Price variation: Empire may vary the price of Goods not yet delivered if there is a change in the manufacturer's ex-works price, freight rates, customs duties, taxes, or other costs beyond Empire's reasonable control. Empire will give the Customer reasonable written notice of any such variation, and the Customer may within five Business Days of that notice elect to cancel the affected portion of the Order without further liability, except for costs already incurred in respect of Goods already manufactured or in transit.

PART C — DELIVERY, TITLE, AND RISK

6. Delivery schedule and method

6.1 Goods will be despatched in accordance with a delivery schedule agreed in writing between the parties.

6.2 Container deliveries: pipes are delivered in 20' or 40' shipping containers to site, by one of two methods, as nominated in the Quotation:

6.2(a) Live unload: Goods will be delivered to the site in a container. Once arrived, the container doors will be opened so that the container can be unloaded by the Customer. The Customer must have sufficient staff and equipment on hand to efficiently unload the container when it arrives. Once the container has been unloaded and cleaned, it will be returned.

6.2(b) Side loader: pipes are delivered to site by side loader. The Customer is responsible for decanting the container in a safe, level, all-weather hard stand area without damage to the pipes or container. The Customer must decant the container within three days of delivery to site and notify Empire that the container is ready for collection. The container must be returned broom-swept, cleaned, and presentable.

6.3 Break bulk and flatbed deliveries: pipes are delivered on a flatbed truck. The Customer is responsible for unloading the truck in a safe, level, all-weather hard stand area without damage to the pipes or truck. The Customer must unload the truck within 30 minutes of its arrival to site.

6.4 Detention: the Quotation allows for 30 minutes on site to unload the truck or container. If longer than 30 minutes is required, detention is charged at A\$150.00 per hour or part thereof.

6.5 Time of delivery: any delivery date or time given by Empire is an estimate only. Empire is not liable for any loss arising from any delay in delivery, except to the extent the delay is caused by Empire's wilful default or negligence.

6.6 Delivery in instalments: Empire may deliver the Goods in instalments. Each instalment is treated as a separate supply for the purposes of payment, title, risk, and warranty, and any defect or shortfall in one instalment does not entitle the Customer to reject other instalments or to cancel the Order.

7. Additional freight charges

7.1 The following additional container freight charges may apply:

- (a) Redirection Fee;
- (b) Fuel Surcharge;
- (c) Lift On / Lift Off; and
- (d) Storage Charge.

7.2 No wharf detention applies to deliveries by Empire. However, if a truck and driver are kept waiting at the Delivery Point beyond the unload window in clause 6.4, detention is charged at A\$150.00 per hour or part thereof.

7.3 If the Customer is not in a position to accept the scheduled delivery and the container needs to be staged off site prior to delivery, the charges in clause 7.1 apply.

8. Risk and title

8.1 Risk in the Goods passes to the Customer on delivery of the Goods to the Delivery Point. From that time the Customer is responsible for the Goods, including for arranging any insurance the Customer requires. Empire holds freight insurance covering the Goods from ex-works to delivery to the Delivery Point. Any subsequent inspection, signature on a delivery docket, or acceptance procedure by the Customer does not affect the time at which risk passes.

8.2 Title in the Goods does not pass to the Customer until the Customer has paid Empire in full (in cleared funds) for those Goods and for all other amounts owing by the Customer to Empire from time to time.

8.3 Until title passes, the Customer must:

- (a) hold the Goods as bailee for Empire and take reasonable steps to identify them as Empire's property;
- (b) not encumber, charge, or grant any security interest over the Goods that ranks ahead of Empire's security interest under clause 13; and
- (c) on Empire's written request, deliver up to Empire any of the Goods that have not yet been installed.

8.4 The Customer irrevocably authorises Empire (and its agents) to enter any premises where the Goods are or are believed to be located, to inspect, take possession of, and remove any Goods to which Empire retains title, without liability for trespass or for any damage caused that is reasonably necessary to recover the Goods.

9. Inspection and acceptance

9.1 The Customer must inspect the Goods promptly on delivery for visible defects, shortages, or damage in transit, and must notify Empire in writing of any such defect, shortage, or damage within seven days of delivery. If the Customer does not give that notice within seven days, the Goods are taken to be accepted in respect of any matter that should reasonably have been identified on inspection.

9.2 Acceptance under clause 9.1 does not affect the Customer's rights in respect of latent defects discovered during the warranty period in clause 15, or any rights the Customer has under the ACL or the Security of Payment Legislation that cannot be excluded by contract.

9.3 The Customer must not return any Goods to Empire without Empire's prior written consent and a returned-goods authority issued by Empire.

PART D — PAYMENT, GST, AND SECURITY OF PAYMENT

10. Payment terms

10.1 Subject to any Supply Agreement, the Customer must pay Empire as follows:

- (a) 20% advance payment by bank transfer on signing of the Order or receipt by Empire of the Customer's purchase order; and
- (b) 80% balance within 14 days of delivery of the relevant Goods to the project site or to a storage yard nominated by the Customer.

10.2 The advance payment in clause 10.1(a) is unsecured and non-refundable unless agreed in writing by both parties before payment. Empire makes no allowance for the issue of a bank guarantee against any advance payment received.

10.3 Method of payment: payment must be made in Australian dollars by electronic funds transfer to the bank account nominated by Empire on the relevant invoice. Payment is not made until the funds are cleared in Empire's account.

10.4 No set-off: the Customer must pay each invoice in full without set-off, deduction, withholding, or counterclaim, except to the extent (if any) that a deduction or set-off is required or permitted under the Security of Payment Legislation or other law that cannot be excluded by contract.

10.5 Late payment interest: if the Customer fails to pay any amount by the due date, the Customer must pay Empire interest on the overdue amount at the rate of the Reserve Bank of Australia cash rate target as at the due date, plus 8% per annum, calculated daily from the due date until payment in full. The parties agree that this rate is a genuine pre-estimate of Empire's loss arising from late payment and is not a penalty.

10.6 Recovery costs: the Customer must reimburse Empire on demand for all reasonable costs (including legal costs on a solicitor-and-own-client basis, debt collection fees, and dishonour fees) that Empire incurs in recovering any overdue amount.

10.7 Suspension and stopping supply: without prejudice to its other rights, Empire may suspend further deliveries, withhold orders, or terminate any Order if the Customer is in default of any payment obligation under these Terms.

11. GST

11.1 Unless expressly stated otherwise, all amounts payable by the Customer under these Terms are exclusive of GST.

11.2 If a supply made under these Terms is a taxable supply, the Customer must pay Empire, in addition to the consideration for the supply, an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration is otherwise payable.

11.3 Empire must issue a tax invoice (or adjustment note as applicable) to the Customer for any taxable supply.

12. Security of Payment Legislation

12.1 The parties acknowledge that the supply of the Goods may constitute the supply of related goods and services under the Security of Payment Legislation. Nothing in these Terms is intended to exclude, restrict, or modify any right or entitlement Empire has under that legislation, and any provision of these Terms that purports to do so is, to that extent, of no effect.

12.2 Reference dates and payment claims: for the purposes of the Security of Payment Legislation, Empire is entitled to make a payment claim on and from the date specified for an invoice under clause 10, and (in addition) on and from the last day of each month in which Goods are supplied under a Quotation or Order. A payment claim may include amounts in respect of any previous reference date that have not been paid in full.

12.3 Service and addresses: any payment claim, payment schedule, notice of intention to suspend, or other notice under the Security of Payment Legislation may be served by hand, by pre-paid post, by email to the address shown on the relevant Quotation or invoice, or by any other method permitted by the Security of Payment Legislation. The parties acknowledge that any deeming provision in these Terms relating to the time of receipt of notices does not apply to extend or reduce a statutory time limit imposed by the Security of Payment Legislation.

12.4 Adjudication: each party is entitled to apply for adjudication under the Security of Payment Legislation in respect of any payment dispute. The other party must comply with all requirements of the Security of Payment Legislation in respect of that adjudication, including payment of any adjudicated amount within the statutory time.

12.5 Trust accounts and statutory protections: where the Customer is required to maintain a project trust account, retention trust account, or any equivalent statutory mechanism in any jurisdiction (for example under the Building Industry Fairness (Security of Payment) Act 2017 (Qld)), the Customer must promptly comply with that requirement in respect of amounts owing to Empire and provide Empire with reasonable evidence of compliance on request.

12.6 No “pay when paid”: any provision (in any document between the parties) that purports to make Empire’s right to payment contingent on the Customer being paid by a third party is, to the extent prohibited by the Security of Payment Legislation, of no effect.

13. Personal Property Securities Act

13.1 The Customer acknowledges that these Terms grant Empire a security interest under the PPSA in:

- (a) all Goods supplied (and to be supplied) by Empire to the Customer; and
- (b) all proceeds of those Goods,

and that Empire’s security interest is a purchase money security interest (PMSI) to the extent that it secures all or any part of the purchase price of those Goods.

13.2 The Customer must do all things reasonably required by Empire (and at the Customer’s cost) to enable Empire to register and maintain the perfection of its security interest, including providing any information Empire requires to complete a financing statement or financing change statement.

13.3 Waivers: to the extent permitted by section 115 of the PPSA, the Customer waives its rights under sections 95, 96, 117, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142, and 143 of the PPSA. The Customer also waives its right to receive a copy of any verification statement under section 157 of the PPSA.

13.4 Each party must keep confidential the terms of these Terms to the extent permitted by section 275(6) of the PPSA, and neither party may disclose information of the kind referred to in section 275(1) of the PPSA except to the extent required by law.

13.5 The Customer must not, without Empire’s prior written consent, change its name, ABN, ACN, or other registered identifier; permit any security interest to attach to the Goods that would have priority over Empire’s security interest; or grant any other person a security interest in the Goods.

PART E — QUALITY, WARRANTIES, AND DEFECTS

14. Specifications and standards

14.1 Empire will supply the Goods in accordance with the specifications set out in the Quotation and any product datasheet referenced in it. Where a specific Australian Standard is referenced, the Goods will be manufactured to that Standard.

14.2 Selection of Goods: the Customer is responsible for determining that the Goods are suitable for the Customer’s intended application, including for the design, alignment, hydraulic performance, jacking forces, and

ground conditions of the relevant project. Empire is not liable for any loss arising from the unsuitability of the Goods for the Customer's application, except to the extent the Customer relied on a written specification recommendation given by Empire and that recommendation was negligent.

14.3 Manufacturer's tolerances: minor variations in dimensions, weight, colour, or finish that are within the manufacturer's published tolerances or within the tolerances of the relevant Australian Standard are not defects.

14.4 Documents and certificates: Empire will provide, with each delivery (or as otherwise reasonably requested by the Customer), the documents reasonably required to evidence that the Goods comply with the relevant Specification, including handling and storage manuals, certificates of conformance, technical data sheets, manufacturer ISO certification, NATA test reports where required by the relevant Australian Standard, and a delivery docket referencing the Order number and any traceability information requested by the Customer.

15. Warranties

15.1 Empire warrants that, on delivery, the Goods will:

- (a) conform in all material respects with the specifications in the Quotation;
- (b) be free from material defects in materials and workmanship; and
- (c) comply with the relevant Australian Standards referenced in the Quotation.

15.2 The warranty period for clause 15.1 is 12 months from the date of delivery, or any longer period stated in the Quotation or in the manufacturer's warranty for the relevant Goods.

15.3 Empire will pass through to the Customer the benefit of any manufacturer's warranty applying to the Goods, to the extent that warranty is assignable. Empire will reasonably assist the Customer in making a claim under a manufacturer's warranty.

15.4 The warranty in clause 15.1 does not apply to defects caused by:

- (a) handling, storage, transport, or installation that does not comply with the manufacturer's instructions or with good industry practice;
- (b) modification or repair of the Goods other than by Empire or its authorised representative;
- (c) use of the Goods in conditions, or for purposes, outside their published rating or specification;
- (d) accidental damage, vandalism, or events of force majeure; or
- (e) ordinary wear and tear.

16. Australian Consumer Law

16.1 Nothing in these Terms is intended to exclude, restrict, or modify any consumer guarantee, right, or remedy under the ACL that cannot be excluded, restricted, or modified by contract.

16.2 To the extent that Empire is permitted to limit its liability for breach of a consumer guarantee under the ACL (other than guarantees under sections 51, 52, and 53 of the ACL), Empire's liability is limited, at Empire's election, to:

- (a) the replacement of the Goods or the supply of equivalent Goods;
- (b) the repair of the Goods;
- (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- (d) the payment of the cost of having the Goods repaired.

17. Defect notification and claims

17.1 If the Customer believes the Goods are defective, the Customer must:

- (a) notify Empire in writing within seven days of becoming aware of the defect, providing details and photographic evidence;

- (b) preserve the Goods (and all packaging and identification) in their condition at the time of discovery and make them available for inspection by Empire and (if applicable) the manufacturer; and
- (c) not modify, repair, or dispose of the Goods until Empire has had a reasonable opportunity to inspect.

17.2 If Empire (acting reasonably) determines that the Goods are defective and the defect is covered by the warranty in clause 15, Empire will, at its election and at its cost, repair, replace, or refund the price of the affected Goods. Empire is not liable for any costs of removal, reinstatement, or related works at the project site.

PART F — RISK ALLOCATION

18. Limitation of liability

18.1 Subject to clauses 16 (ACL) and 18.4 (excluded liabilities), Empire's total liability to the Customer arising out of or in connection with these Terms or the supply of any Goods, however caused (including in contract, tort, under statute, in equity, or otherwise), is capped at the price paid (or payable) for the specific Goods that gave rise to the claim.

18.2 To the maximum extent permitted by law, Empire is not liable to the Customer for any indirect, incidental, special, or consequential loss, including loss of profits, loss of revenue, loss of contract, loss of opportunity, loss of production, delay damages, liquidated damages payable by the Customer to a third party, or wasted overheads.

18.3 The Customer's remedies under these Terms are the Customer's only remedies in respect of the supply of Goods, except for remedies that cannot be excluded by contract under the ACL or the Security of Payment Legislation.

18.4 Nothing in these Terms limits Empire's liability for: (a) personal injury or death caused by Empire's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited by law.

19. Indemnity

19.1 The Customer indemnifies Empire against any loss, damage, liability, cost, or expense (including reasonable legal costs) Empire suffers or incurs arising out of or in connection with:

- (a) the Customer's breach of these Terms;
- (b) the Customer's handling, storage, installation, or use of the Goods other than in accordance with the manufacturer's instructions, the relevant Australian Standard, or good industry practice; or
- (c) any third party claim against Empire arising out of the Customer's acts or omissions.

19.2 The Customer's liability under clause 19.1 is reduced to the extent that the loss is caused or contributed to by Empire's breach of these Terms, negligence, or wilful misconduct.

20. Insurance

20.1 Empire holds the following insurances and will, on reasonable written request, provide the Customer with a certificate of currency:

- (a) public and product liability insurance with a limit of not less than A\$20,000,000 any one occurrence;
- (b) marine cargo and freight insurance covering the Goods from ex-works to delivery to the Delivery Point; and
- (c) any other insurance reasonably required by Empire's manufacturers or by law.

20.2 The existence and limits of Empire's insurance do not limit Empire's liability under these Terms.

21. Force majeure

21.1 Empire is not liable for any failure to perform, or delay in performing, any obligation under these Terms (other than an obligation to pay money) that arises from an event beyond Empire's reasonable control, including act of

God, war, terrorism, civil disturbance, fire, flood, explosion, strike, lockout, pandemic, port closure, vessel delay, customs hold, manufacturer failure, government order, or restriction on the supply of materials.

21.2 Empire will give the Customer prompt notice of any force majeure event and use reasonable endeavours to mitigate its impact and resume performance.

21.3 If a force majeure event continues for more than 90 days, either party may terminate the affected Order by written notice to the other party, in which case the Customer must pay Empire for all Goods delivered and all costs reasonably incurred up to the date of termination.

PART G — RELATIONSHIP, INTELLECTUAL PROPERTY, AND COMPLIANCE

22. Confidentiality

22.1 Each party must keep confidential all non-public information of the other party that comes into its possession in connection with these Terms, including pricing, specifications, drawings, and project details, and may use that information only for the purpose of performing its obligations under these Terms.

22.2 The obligation in clause 22.1 does not apply to information that is or becomes publicly available other than by breach of these Terms; that the receiving party is required by law or by an order of a court or regulator to disclose; or that the receiving party can demonstrate it knew before disclosure by the other party.

23. Intellectual property

23.1 All intellectual property rights in the Goods, in any drawings, specifications, datasheets, technical documents, or proposals supplied by Empire, and in Empire's trade marks (including BOSSPIPE™ and Fiberstrong™) remain the property of Empire or its manufacturers.

23.2 The Customer is granted a non-exclusive, non-transferable licence to use those materials only for the purpose of evaluating, procuring, installing, and operating the Goods supplied by Empire.

24. Compliance, codes, and supporting documents

24.1 Each party must comply with all applicable laws in performing its obligations under these Terms, including the Criminal Code Act 1995 (Cth), the Modern Slavery Act 2018 (Cth), and any anti-bribery, sanctions, or trade control laws.

24.2 Each party must not give, offer, promise, or accept any bribe, secret commission, or other improper inducement in connection with these Terms.

24.3 Codes and Customer compliance: where the Customer is bound by a building or construction industry code (including the Code for the Tendering and Performance of Building Work 2016 (Cth) or any State or Territory equivalent), Empire will reasonably assist the Customer's compliance with that code in respect of the Goods supplied, including by providing requested information and product compliance evidence. This clause does not impose head-contract obligations on Empire.

24.4 Statutory declarations: Empire will, on the Customer's reasonable request, provide a statutory declaration in a form customarily used in the relevant jurisdiction confirming that Empire has paid all amounts then due to its employees, subcontractors, and suppliers in connection with the supply of the Goods.

25. Privacy

25.1 Each party must comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles in respect of any personal information it handles in connection with these Terms.

PART H — GENERAL

26. Termination for default

26.1 Empire may terminate any Order or any Supply Agreement (and these Terms in connection with that Order or Supply Agreement) immediately by written notice to the Customer if:

- (a) the Customer commits a material breach and does not remedy that breach within 14 days of written notice;
- (b) the Customer fails to pay any amount when due and does not remedy that failure within seven days of written notice;
- (c) an insolvency event occurs in respect of the Customer (including the appointment of an administrator, liquidator, receiver, or controller, or the Customer becomes insolvent within the meaning of the Corporations Act 2001 (Cth)); or
- (d) the Customer ceases to carry on business.

26.2 Termination does not affect any rights or obligations that have accrued before termination, or any clauses that by their nature survive termination, including clauses 8 (Risk and title), 10 (Payment), 13 (PPSA), 17 (Defects), 18 (Limitation of liability), 19 (Indemnity), 22 (Confidentiality), and 28 (Disputes and governing law).

27. Notices

27.1 Any notice under these Terms must be in writing and delivered by hand, by pre-paid post, or by email to the address last notified by the receiving party. A notice given by email is taken to be received when the email enters the recipient's information system, except where the Security of Payment Legislation prescribes a different rule for service of any notice under that legislation, in which case the statutory rule applies.

28. Disputes and governing law

28.1 The parties must attempt in good faith to resolve any dispute by negotiation between senior representatives within 14 days of written notice of the dispute, before commencing court proceedings, except for an application for urgent injunctive or declaratory relief, an application under the Security of Payment Legislation, or an application to enforce an adjudication determination.

28.2 These Terms are governed by the laws of New South Wales, Australia. Each party submits to the exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them, except in respect of an application under the Security of Payment Legislation, which may be brought in the jurisdiction in which the relevant Goods were supplied.

28.3 Nothing in this clause 28 limits or restricts a party's rights under the Security of Payment Legislation.

29. General

29.1 Entire agreement: these Terms, together with the Quotation, the Order, and any signed Supply Agreement, are the entire agreement between the parties about their subject matter and supersede all prior representations, understandings, and agreements.

29.2 Severability: if any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision is to be read down or severed to the minimum extent necessary, and the remaining provisions continue in full force and effect.

29.3 No waiver: no failure or delay by Empire to exercise any right under these Terms is a waiver of that right, and a single or partial exercise of a right does not preclude further exercise of that right or any other right.

29.4 Assignment: the Customer may not assign, transfer, or subcontract any of its rights or obligations under these Terms without Empire's prior written consent. Empire may assign these Terms (in whole or in part) to a related body corporate or to a purchaser of all or substantially all of Empire's business.

29.5 Counterparts and electronic signature: these Terms may be signed in counterparts (including by electronic signature), each of which is an original and which together constitute one document.

29.6 Survival: any provision of these Terms that by its nature is intended to survive termination does so survive.