



TERMS OF TRADE

NSW Commercial / Industrial Structural Steel Erection, Rigging and Associated Works

1. Definitions

In these Terms, unless the context requires otherwise:

HBR means Hard Bakka Rigging Pty Ltd ABN [insert HBR ABN], its successors and permitted assigns.

Client means the person, company, head contractor, builder, principal or other entity engaging HBR to perform the Works.

Contract means the agreement between HBR and the Client comprising, in descending order of precedence:

1. any signed special conditions, credit application or other written agreement signed or expressly accepted by HBR;
2. HBR's tender letter or quotation;
3. any agreed scope of works, inclusions, exclusions, clarifications and assumptions;
4. any purchase order, work order or written instruction to proceed issued by the Client, but only to the extent it is consistent with the higher-ranking Contract documents and does not introduce additional or more onerous terms;
5. HBR's Schedule of Rates;
6. these Terms; and
7. any approved drawings, specifications, ITPs and other documents expressly incorporated by reference.

Works means the structural steel erection, purlin installation, rigging, crane and labour wet-hire services, supervision, access works and associated installation services performed by HBR.

Site means the place where the Works are to be carried out.

IFC Drawings means the latest approved-for-construction drawings, details, schedules and associated written instructions issued for the Works.

Client-Supplied Materials means all fabricated steel members, purlins, bolts, fixings, consumables, embeds and other materials supplied by or on behalf of the Client.

Variation means any change to the Works, Site conditions, programme, access, sequence, crane position, methodology, quantities, scope,

inclusions, exclusions, assumptions, working hours, multiple set-up requirements, or any other matter that causes HBR's cost, time, resources, risk or productivity to change from that allowed for in HBR's tender or quotation.

Schedule of Rates means HBR's current agreed rates for labour, supervision, wet-hire cranes, plant, travel, standby, downtime, overtime, weekend work, public holiday work, call-outs and variations.

Standby means time during which HBR labour, cranes, plant or other resources are booked to the Site and are unable to proceed productively with the Works, whether wholly or partly, due to a cause beyond HBR's control.

Downtime means any full or partial loss of planned productivity, including slowdown, interruption, idle time, waiting time, stop-start working, reduced output or loss of efficient sequencing, caused by matters beyond HBR's control.

ITP means any inspection and test plan, sign-off, hold point, checklist, handover record, quality form or similar document required for the Works.

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

HBR Notice Email means the email address stated in HBR's tender, quotation or other written pre-contract communication, or any replacement email address later notified by HBR in writing.

2. Acceptance

2.1 The Client is taken to have accepted these Terms if the Client:

- (a) signs HBR's quotation, tender letter, credit application or other acceptance document;
- (b) issues a purchase order, work order, instruction to proceed or site direction to HBR;
- (c) permits HBR to commence the Works; or
- (d) otherwise accepts the benefit of the Works.

2.2 These Terms prevail over any inconsistent term in any purchase order, subcontract, delivery document or other Client document unless HBR expressly agrees otherwise in writing.

2.3 A purchase order, work order or similar document issued by the Client is for administrative convenience only and does not amend the Contract unless HBR expressly agrees in writing.

2.4 If, after the Contract has arisen, the Client tenders or issues a subcontract, purchase order or other document containing additional or more



onerous terms, HBR is not bound by those terms unless HBR expressly agrees in writing.

3. Nature of HBR's Engagement

3.1 HBR is engaged as an installation contractor only.

3.2 HBR does not:

- (a) undertake design responsibility;
- (b) warrant design adequacy;
- (c) undertake engineering certification unless expressly agreed in writing;
- (d) verify design intent, member sizing, connection design, temporary works design prepared by others, or shop detailing prepared by others; or
- (e) supply steel members, purlins, bolts or other permanent materials unless expressly stated in HBR's quotation.

3.3 HBR performs the Works on the basis of the latest approved IFC Drawings and written instructions issued by the Client, the Client's engineer or other authorised consultant.

3.4 HBR is entitled to rely on the accuracy, completeness and coordination of all IFC Drawings, dimensions, set-out information, surveys, engineering details, connection details, bolt details, member schedules, erection sequences and other project information supplied by or on behalf of the Client.

3.5 If HBR is requested to procure, arrange, reissue, replace or otherwise deal with any fabricated member, purlin, bolt or other item, that work is a Variation unless expressly included in HBR's quotation. Unless urgent for safety, protection of the Works or project continuity, HBR is not obliged to undertake that additional scope until the Client's written instruction is received and HBR confirms the price, programme and commercial basis in writing. If HBR proceeds at the Client's request before formal approval is finalised, the work remains a Variation and is payable accordingly.

3.6 Where HBR agrees to procure, arrange or issue a replacement or remedial fabricated member, HBR does so strictly on the basis that:

- (a) the work is a Variation;
- (b) the Client bears all design responsibility;
- (c) HBR relies on details and directions issued by the Client's engineer or authorised consultant;
- (d) HBR is not responsible for design adequacy, engineering certification, shop detailing by

others, latent fabrication defects, or fitness for purpose of the replacement item; and

- (e) all resulting costs, delay and disruption are for the Client's account unless HBR expressly agrees otherwise in writing.

4. Basis of Quote and Tender Assumptions

4.1 Unless expressly stated otherwise, HBR's quotation or tender is based on the following assumptions:

- (a) the Site, access, crane positions, laydown areas and work fronts remain materially the same as represented at tender stage;
- (b) the Works may proceed in a reasonably continuous, efficient and coordinated sequence;
- (c) Client-Supplied Materials are delivered to Site in full, on time, correctly fabricated, clearly identified, undamaged, accessible and ready for installation in the sequence required for efficient erection;
- (d) the latest approved IFC Drawings and all required supporting information are issued to HBR before commencement and in sufficient time to plan and perform the Works;
- (e) no extraordinary Standby, Downtime, resequencing, multiple set-ups, remobilisation, return visit, out-of-hours work, double handling or productivity loss is required beyond what HBR has expressly allowed for;
- (f) ground conditions, crane pads, access routes and set-down areas are suitable for the cranes and plant contemplated by HBR's quotation;
- (g) other trades, the Client and the head contractor will not impede or materially slow HBR's productivity;
- (h) all prerequisite works by others are complete before HBR's scheduled start;
- (i) all work may be performed during the hours and in the sequence assumed by HBR; and
- (j) HBR's planned erection methodology, crane strategy and sequence may be implemented substantially as allowed for at tender stage.

4.2 Any departure from the assumptions in clause 4.1 entitles HBR to an extension of time, Standby charges, Downtime charges, additional payment, dehire costs, demobilisation/remobilisation costs, revised methodology, or a Variation, as applicable.

4.3 If HBR's erection methodology, crane strategy or sequence must change due to Client instruction,



Site conditions, access restrictions, safety requirements, engineer direction, incomplete works by others or any other matter beyond HBR's control, HBR may amend its methodology accordingly and all resulting time and cost consequences are a Variation. HBR is not required to proceed on a changed basis until the affected commercial consequences are addressed, except where immediate action is reasonably required for safety or protection of the Works.

5. Client Obligations

5.1 The Client must, at its cost, provide or procure:

- (a) the latest approved IFC Drawings, revisions, schedules and engineer's instructions;
- (b) all Client-Supplied Materials;
- (c) all design, engineering, certification, surveys, set-out, temporary works design, hold point releases and approvals required for the Works, except to the extent expressly included in HBR's quotation;
- (d) safe and continuous Site access, including suitable crane positions, crane pads, bearing capacity information, work fronts, exclusion zones, laydown areas and access routes;
- (e) all inductions, permits, approvals, traffic management, utility isolation, spotting, principal contractor coordination and site management items not expressly included in HBR's quotation;
- (f) a Site that is ready for HBR to commence and proceed efficiently with the Works;
- (g) timely directions and decisions where required for the Works; and
- (h) a suitably authorised site representative to give directions, confirm work fronts and sign daywork, ITP and handover records.

5.2 The Client warrants that all Client-Supplied Materials are:

- (a) suitable for the Works;
- (b) correctly fabricated and free from defects, shortages and omissions;
- (c) delivered in accordance with programme and installation sequence;
- (d) safely stored and protected prior to installation; and
- (e) accompanied by all information required for safe and correct installation.

5.3 HBR is not responsible for any delay, rework, inefficiency, cost or defect caused by:

- (a) defective or incomplete Client-Supplied Materials;
- (b) inaccurate, incomplete or late drawings or instructions;
- (c) late design changes;
- (d) out-of-tolerance structures, supports, slabs, embeds, set-out or preceding works;
- (e) Site congestion, restricted access or changed crane positions;
- (f) incomplete or defective works by others; or
- (g) any other matter outside HBR's reasonable control.

6. Site Access, Sequence and Productivity

6.1 The Client must ensure that HBR has safe, clear and continuous access to the Site and to all work areas necessary to perform the Works efficiently.

6.2 HBR's price is based on reasonable and continuous productivity. Any interference, obstruction, disruption, resequencing, stop-start working, partial work fronts, stacking of trades, loss of crane access, loss of laydown area, delayed materials, delayed approvals, delayed inspections, or other productivity impact caused by the Client, head contractor, principal contractor, other trades or Site conditions entitles HBR to claim a Variation and/or Standby and Downtime in accordance with the Schedule of Rates.

6.3 If HBR is delayed, disrupted or prevented from proceeding efficiently due to matters beyond its control, HBR may:

- (a) suspend the affected work area;
- (b) redeploy, demobilise or dehire cranes, plant or labour;
- (c) return at a later time;
- (d) charge Standby, Downtime, demobilisation/remobilisation and return-visit costs; and
- (e) claim any resulting extension of time.

6.4 If Site conditions or Client directions require a larger crane, different plant, additional labour, altered methodology or changed sequence from that allowed for at tender stage, HBR is entitled to a Variation for all resulting additional cost and time.



7. Programme and Extensions of Time

7.1 Any programme dates provided by HBR are estimates only and are subject to Site readiness, access, weather, supply, coordination and other project conditions.

7.2 HBR is entitled to a reasonable extension of time for any delay caused by:

- (a) a Variation;
- (b) inclement weather;
- (c) late or defective Client-Supplied Materials;
- (d) late drawings, instructions or approvals;
- (e) disruption or delay caused by the Client, head contractor, principal contractor or other trades;
- (f) restricted access, changed crane positions or changed Site conditions;
- (g) stop work directions, hold points or delayed inspections not caused by HBR; or
- (h) any event beyond HBR's reasonable control.

7.3 HBR is not liable for liquidated damages, delay damages, disruption costs or consequential loss unless HBR expressly agrees in writing.

8. ITPs, Hold Points and Handover

8.1 Where ITPs, hold points, stage sign-offs, section handovers or similar records are required, the Client must inspect and sign them promptly when the relevant section, stage or work front is ready for handover and before following trades cover up or materially affect the relevant work.

8.2 If the Client, superintendent, builder, principal contractor, engineer or other authorised person does not inspect or sign the required ITP or handover record within a reasonable time after being requested to do so, HBR may suspend the affected Works.

8.3 Any suspension, delay, Standby, Downtime, return visit, remobilisation, access loss, productivity loss or additional cost arising from delayed inspection, delayed sign-off or refusal to sign without proper grounds is a Variation for the Client's account.

8.4 If work is covered up, loaded out, handed to following trades or otherwise progressed by others before inspection or sign-off occurs, the relevant work is deemed accepted unless the Client had previously issued a written and sufficiently detailed non-conformance notice.

9. Variations

9.1 A Variation arises if:

- (a) the Client requests a change to the Works;
- (b) Site conditions differ from those reasonably contemplated at tender stage;
- (c) crane positions, access routes, laydown areas or work sequence change;
- (d) additional labour, plant, supervision, craneage, engineering interface, double handling or return visits are required;
- (e) Client-Supplied Materials are defective, incomplete, late, incorrectly fabricated, damaged or inaccessible;
- (f) approvals, sign-offs, drawings or information are late;
- (g) HBR is instructed to stop, slow, resequence, isolate or work around others;
- (h) HBR is required to undertake remedial, replacement or reissue work for fabricated members or other items not caused by HBR; or
- (i) any event occurs that changes HBR's time, cost, resources, risk or productivity from that allowed for in its quotation.

9.2 A Variation may be directed or may arise by written instruction, email, digital messaging, site direction, programme change, conduct, delay event, changed Site condition or any other change in circumstances that alters the basis on which HBR priced or planned the Works.

9.3 HBR should, where practical, notify the Client of a Variation as soon as reasonably possible. However, a Variation is not invalid merely because formal notice, quotation or cost confirmation was given after the event, where the Client knew or ought reasonably to have known of the changed circumstance.

9.4 Variations are valued using, in order:

- (a) any specific rates or prices agreed in writing for the relevant item;
- (b) the Schedule of Rates;
- (c) reasonable market rates; or
- (d) actual cost.

9.5 The Client must pay for all Variations whether or not a formal variation quotation was signed before the varied work was performed, if the Variation was directed, caused or reasonably necessitated by the Client, the Site, other trades or project circumstances beyond HBR's control.



10. Standby, Downtime and Disruption

10.1 If HBR labour, cranes, plant, supervision or other resources are delayed, stood down, slowed, obstructed or rendered unproductive by causes beyond HBR's control, HBR is entitled to charge Standby, Downtime and disruption costs at the Schedule of Rates.

10.2 Causes that may entitle HBR to Standby, Downtime or disruption costs include:

- (a) access restrictions;
- (b) changed crane positions;
- (c) missing or late materials;
- (d) defective or unready preceding works;
- (e) site congestion or stacking of trades;
- (f) delayed inspections, hold points or sign-offs;
- (g) Client directions to stop or slow work;
- (h) unsafe conditions not caused by HBR; and
- (i) any act or omission of the Client, head contractor, principal contractor, superintendent, engineer or other trades.

10.3 HBR's entitlement under this clause includes labour, supervision, wet-hire crane costs, plant costs, travel, mobilisation, demobilisation, remobilisation and delay administration.

10.4 HBR may keep daywork sheets, site diaries, timesheets, photographs, crane logs and other contemporaneous records of Standby, Downtime, disruption and Variations. If the Client's representative refuses or fails to sign or respond to such records within two (2) Business Days after request or issue, HBR's records are prima facie evidence of the relevant facts unless the Client gives a detailed written dispute within that time.

11. Inclement Weather

11.1 HBR's price includes allowance for ordinary short-duration weather impacts reasonably contemplated at tender stage.

11.2 HBR is entitled to an extension of time for any delay caused by inclement weather.

11.3 If inclement weather prevents or materially restricts the Works for more than three (3) consecutive working days, or for such shorter cumulative period as materially affects the viability of keeping cranes or plant on Site, HBR may, at its discretion:

- (a) dehire, demobilise or stand down cranes, plant or other equipment;

- (b) return to Site when conditions reasonably permit;

- (c) charge all machinery hire, dehire, demobilisation, remobilisation and return-to-site costs as a Variation; and

- (d) revise the programme.

11.4 Unless otherwise expressly agreed in writing, HBR does not waive its right to recover machinery-related costs under clause 11.3 merely because HBR has absorbed some labour-related weather impacts.

11.5 If the Client directs HBR to keep plant, cranes or labour on standby during inclement weather, that time is chargeable at the Schedule of Rates.

12. Quality and Workmanship

12.1 HBR warrants only that it will carry out the Works with reasonable skill and care and in accordance with:

- (a) the latest approved IFC Drawings provided to HBR;

- (b) written engineer's instructions provided to HBR;

- (c) applicable laws; and

- (d) the Contract.

12.2 HBR is not responsible for defects, delay, non-conformance or rework arising from:

- (a) design;

- (b) engineering;

- (c) shop detailing by others;

- (d) fabrication defects;

- (e) defective or unsuitable Client-Supplied Materials;

- (f) inaccurate set-out, survey, supports or preceding works; or

- (g) any instruction of the Client or the Client's consultants that HBR follows.

12.3 The Client must notify HBR in writing of any alleged defect in HBR's workmanship within seven (7) days of the relevant handover, stage completion or practical completion of the relevant part of the Works, whichever first occurs.

12.4 HBR must be given a reasonable opportunity to inspect and, if HBR is responsible, rectify any proven defect in its workmanship.

12.5 The Client is not entitled to backcharge HBR for alleged defective work unless:

- (a) the Client has given HBR written notice with sufficient detail;



- (b) HBR has been given a reasonable opportunity to inspect and rectify;
- (c) HBR has failed to do so within a reasonable time; and
- (d) the amount of the proposed backcharge is reasonably and properly substantiated.

12.6 Except for urgent safety work reasonably required to prevent immediate harm or damage, the Client must not engage others to rectify or complete alleged defective work at HBR's cost unless clause 12.5 has been complied with. Any backcharge asserted contrary to this clause is invalid.

13. WHS and Site Safety

13.1 Each party must comply with its own legal obligations under applicable work health and safety laws.

13.2 The Client must ensure, to the extent of its responsibility and control, that the Site is ready and safe for HBR to perform the Works, including access, traffic management, coordination with other trades, exclusion zones, work fronts, services information and principal contractor requirements.

13.3 HBR will prepare and implement SWMS and other safety documentation required for HBR's Works.

13.4 The Client must provide HBR with all Site-specific safety information, principal contractor requirements, induction requirements and coordination requirements in sufficient time before commencement.

13.5 If HBR reasonably considers the Site or any work area unsafe, HBR may suspend the affected work until the issue is rectified. Any resulting delay, Standby, Downtime and cost not caused by HBR is a Variation.

13.6 Nothing in the Contract transfers, limits or avoids any statutory duty that cannot lawfully be transferred, limited or avoided.

14. Price

14.1 The Contract price is the amount stated in HBR's quotation, as adjusted by any Variations, Standby, Downtime, disruption, delay, overtime, weekend work, public holiday work, travel or other amounts payable under the Contract.

14.2 Unless expressly stated otherwise, all rates and prices are exclusive of GST.

14.3 HBR's Schedule of Rates applies to:

- (a) Variations;
- (b) additional labour or supervision;
- (c) wet-hire cranes;
- (d) Standby and Downtime;
- (e) overtime, night shift, weekends and public holidays;
- (f) remobilisation and return visits; and
- (g) any work not expressly included in HBR's lump sum price.

14.4 HBR's rates may reflect HBR's industrial obligations, including its applicable EBA and labour cost structure.

15. Invoicing and Payment

15.1 HBR may issue invoices for:

- (a) deposits, if applicable;
- (b) progress claims;
- (c) stage completions;
- (d) monthly progress;
- (e) Variations;
- (f) Standby, Downtime and disruption costs;
- (g) plant, crane and labour charges;
- (h) final claims; and
- (i) any other amount payable under the Contract.

15.2 Unless HBR expressly agrees otherwise in writing, payment is due fourteen (14) calendar days from the date of invoice, regardless of any head contract or upstream contract certification regime, upstream payment cycle, payment schedule timing, internal approval process or whether the Client has itself been paid by any third party.

15.3 The Client must pay all amounts due under the Contract without set-off, deduction, withholding or cross-claim.

15.4 No certificate, assessment, valuation, superintendent's decision, sign-off or other act of the Client or a third party is a condition precedent to the due date for payment unless HBR expressly agrees otherwise in writing.

15.5 HBR may, at its discretion, endorse an invoice as a payment claim under the Building and Construction Industry Security of Payment Act 1999 (NSW) or otherwise exercise any right available to it under that Act.

15.6 Nothing in the Contract limits, excludes, modifies or waives HBR's rights under the Building and Construction Industry Security of Payment Act 1999 (NSW).



15.7 The agreed payment term in clause 15.2 is intended to apply throughout the life of the Contract unless HBR expressly agrees otherwise in writing.

15.8 Receipt of a purchase order, payment schedule, certificate, assessment or part payment for an amount less than HBR's claimed amount does not prejudice HBR's contractual rights or statutory rights.

15.9 Interest accrues on overdue amounts at the rate of 1.5% per month, calculated daily, or the maximum lawful rate, whichever is higher, from the due date until payment.

15.10 HBR may apply any payment received from the Client against any amount owing under the Contract in the order HBR determines.

15.11 The Client must reimburse HBR for all reasonable costs incurred in recovering overdue amounts, including legal costs, debt recovery costs and administration costs.

16. Suspension for Non-Payment or Site Cause

16.1 HBR may suspend the Works immediately on written notice if:

- (a) any amount due is not paid by the due date;
- (b) the Client fails to provide required access, drawings, materials, approvals, sign-offs or Site readiness;
- (c) the Site becomes unsafe; or
- (d) any act or omission of the Client, head contractor, principal contractor or other trades materially prevents HBR from proceeding efficiently.

16.2 Any suspension under clause 16.1 does not prejudice HBR's rights to:

- (a) payment of all amounts then due;
- (b) Standby, Downtime, disruption and delay costs;
- (c) demobilisation and remobilisation costs;
- (d) an extension of time; and
- (e) terminate the Contract if the default is not remedied.

16.3 HBR is not liable for any delay, disruption or cost arising from a suspension under this clause, and the Client must grant all associated extensions of time and pay all resulting costs.

17. Risk in Client-Supplied Materials

17.1 Risk in Client-Supplied Materials remains with the Client at all times except to the extent loss or damage is caused by HBR's proven failure to exercise reasonable care.

17.2 HBR is not liable for latent defects, fabrication defects, shortages, transport damage existing before HBR takes possession on Site, or deterioration in Client-Supplied Materials not caused by HBR.

17.3 The Client must maintain adequate insurance for all Client-Supplied Materials, temporary works by others, and the project works generally.

18. Cancellation, Postponement and Return Visits

18.1 If the Client postpones, cancels, resequences or delays the Works after HBR has booked labour, cranes, plant or other resources, the Client must pay HBR's resulting loss, including Standby, Downtime, cancellation, dehire, demobilisation, remobilisation, return visit, crane and labour costs.

18.2 If HBR is required to leave Site and return later due to causes not attributable to HBR, all return-to-site costs are a Variation.

18.3 If the Works are fragmented into multiple attendances, partial work fronts or repeated return visits beyond what HBR allowed for at tender stage, each additional attendance is chargeable at the Schedule of Rates, including any minimum call-out, travel, crane and labour costs.

19. Limitation of Liability and Indemnity

19.1 To the maximum extent permitted by law, HBR is not liable for:

- (a) design liability;
- (b) fitness for purpose;
- (c) indirect or consequential loss;
- (d) loss of profit, loss of opportunity, loss of production or loss of project revenue;
- (e) liquidated damages, delay damages or disruption damages; or
- (f) defects or failure caused by matters outside HBR's scope or control.

19.2 HBR's total liability arising out of or in connection with the Contract is limited to the lesser of:

- (a) the amount actually paid to HBR under the relevant Contract; or



(b) the amount recoverable under HBR's applicable insurance for the relevant claim, except to the extent such limitation is prohibited by law.

19.3 The Client indemnifies HBR against claims, loss, cost and liability arising from or connected with:

- (a) design, engineering or temporary works design by others;
- (b) defective, incomplete or unsuitable Client-Supplied Materials;
- (c) inaccurate information, drawings, surveys, set-out or instructions supplied by or on behalf of the Client; and
- (d) acts or omissions of the Client, head contractor, principal contractor or other trades, except to the extent caused by HBR's proven failure to exercise reasonable care.

20. Default and Termination

20.1 If the Client:

- (a) fails to pay any amount when due;
- (b) commits a substantial breach of the Contract;
- (c) becomes insolvent or enters external administration; or
- (d) prevents HBR from carrying out the Works for a sustained period;

HBR may terminate the Contract by written notice.

20.2 On termination, HBR is entitled to payment for:

- (a) all Works performed to the date of termination;
- (b) all Variations, Standby, Downtime and delay costs incurred;
- (c) demobilisation and termination costs; and
- (d) plant, labour, subcontract services or other commitments reasonably incurred by HBR for the Works.

21. Notices

21.1 A notice, claim, Variation notice, invoice, payment claim, payment schedule, direction or other communication may be given by email to the recipient's last notified email address and is deemed received when sent, unless the sender receives an error message indicating failed delivery.

21.2 HBR's notice email for the purposes of the Contract is the HBR Notice Email, unless HBR later notifies a replacement email address in writing.

21.3 The Client's notice email is the email address stated in the Client's acceptance, purchase order,

credit application, instruction to proceed or other written communication by which the Contract is formed, unless the Client later notifies a replacement email address in writing.

22. Governing Law and General

22.1 The Contract is governed by the laws of New South Wales.

22.2 If any provision of the Contract is invalid or unenforceable, the remaining provisions remain in force.

22.3 No waiver by HBR is effective unless in writing.

22.4 The Client may not assign its rights or obligations without HBR's written consent.

22.5 HBR may subcontract part of the Works without the Client's consent, but remains responsible for its subcontracted work to the extent required by law and the Contract.

22.6 These Terms may only be amended in writing signed by HBR.

22.7 The Contract records the entire agreement between the parties in respect of its subject matter and supersedes prior negotiations and discussions, except to the extent expressly incorporated in the Contract.

23. Statutory Rights

23.1 Nothing in the Contract is intended to exclude, restrict or modify any right or remedy that cannot lawfully be excluded, restricted or modified.

23.2 Without limitation, nothing in the Contract excludes, restricts or modifies the operation of the Building and Construction Industry Security of Payment Act 1999 (NSW) or any applicable work health and safety legislation.