Protube Engineering

innovation
service
value

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SUPPLY CONDITIONS

1 APPLICATION

These Supply Conditions apply to and form part of any contract for the supply of goods and services by the Supplier to another party.

2 INTERPRETATION AND GENERAL TERMS

Definitions

2.1 In these Conditions, unless otherwise stated or the context otherwise requires, the following terms have the following meanings:

TERM	MEANING
Buyer	The person listed an Order who has accepted a quotation from the Supplier for the sale of the Goods or whose Order has been accepted by the Supplier's Authorised Representative
Goods	The Goods described in the Order, which the Supplier is to supply to the Buyer in accordance with this Contract
Conditions	These Supply Conditions
Contract	This contract for the sale and purchase of Goods, together with each associated Quotation or Order as the case may be
GST	The meaning in the GST Law
GST Law	The *A New Tax System (Goods and Services Tax) Act 1999* (Cth)
Incoterms	The international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date of this Contract
Order	An Order for Goods issued by the Buyer, which shall not be binding on the Supplier unless it has been accepted in writing by the Supplier's Authorised Representative, including as to terms
Parties	The parties to this Contract, being the Supplier and the Buyer
PMSI	A Purchase Money Security Interest within the meaning of section 14 of the PPSA
PPSA	The *Personal Property Securities Act 2009* (Cth)
Price	The Price for Goods
Related Entity	The meaning in the *Corporations Act 2001* (Cth)
Quotation	A Quotation for Goods provided by the Supplier to the Buyer
Supplier	Protube Engineering Pty Ltd ACN 089 353 524, IGM Robotic Welding Solutions Australia Pty Ltd ABN 18 663 970 287, any of their Related Entities, or any other entity which provides a Quotation
Supplier's Authorised Representative	The Supplier's Managing Director, or any other Authorised Representative notified to the Buyer in writing by the Supplier's Managing Director
Supply	The meaning in the GST Law
Special Conditions	Any Special Conditions forming part of a Quotation or confirmed in writing by the Supplier's Authorised Representative as forming part of an Order

Interpretation

2.2 In these Conditions, unless otherwise stated or the context otherwise requires:

2.2.1 words in the singular include the plural and vice versa;

2.2.2 references to a person include an individual, firm, partnership, company or unincorporated body;

2.2.3 headings are for convenience only and do not affect interpretation;

2.2.4 references to any party to this Contract include its successors or permitted assigns;

2.2.5 a reference to a party, clause, annexure, schedule or attachment is to one of or to this Contract;

2.2.6 references to this Contract and any deed, agreement or instrument are to it as amended, novated, supplemented, varied or replaced from time to time;

2.2.7 references to any legislation or to any section or provision of any legislation include any:

(a) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision; and

(b) ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;

2.2.8 no rule of construction applies to the disadvantage of a party on the basis that it put forward the Contract or any part of or alteration to it; and

2.2.9 the words "including", "includes" and similar words are not words of limitation.

Order of Precedence

2.3 The following order of precedence shall apply if there is any conflict between the documents comprising the Contract:

2.3.1 Any Special Conditions; and

2.3.2 These Conditions.

2.4 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by Incoterms shall have the same meaning in the Contract and these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, these Conditions shall prevail.

Entire Agreement

2.5 This Contract:

2.5.1 contains the entire agreement between the parties in relation to all matters connected with the Contract;

2.5.2 supersedes any prior agreement between the parties in relation to all matters connected with the Contract; and

2.5.3 shall apply retrospectively to the supply of any Goods by the Supplier prior to the execution of the Contract.

2.6 The Supplier and the Buyer have not entered into this Contract based on any representation by the other or any party acting on their behalf, other than representations expressly stated in the Contract.

2.7 The parties acknowledge and agree that Contract constitutes a valid and binding agreement upon them in accordance with its terms, which have been entered into at arm's length and are reasonable and commercial in all circumstances.

2.8 If, notwithstanding clause 2.7:

2.8.1 any provision of this Contract is prohibited or unenforceable in any jurisdiction, it is ineffective in that jurisdiction only and only to the extent of that prohibition or unenforceability;

2.8.2 any provision of this Contract is unenforceable in any jurisdiction, it does not affect the enforceability of that provision in any other jurisdiction or the enforceability of the remaining provisions in any jurisdiction; or

2.8.3 any provision of this Contract is void, or unenforceable:

(a) if the provision would not be void or unenforceable if a word or words were severed, that word or those words are severed to the maximum extent possible to give effect to the unamended provision; or

(b) in any other case, the whole provision is severed and the remainder of the Contract shall remain in full force and effect.

No Waiver

2.9 None of the provisions of this Contract shall be varied, waived, discharged or released, except with the prior express written consent and acknowledgment of the Supplier's Authorised Representative, and shall not be capable of being implied by conduct.

Jurisdiction

2.10 This Contract is governed by the laws of South Australia. The parties submit to the jurisdiction of the Courts and Tribunals of South Australia.

3 BASIS OF SALE

3.1 In addition, but subject to these Conditions, the Supplier shall sell and the Buyer shall purchase the Goods in accordance with any accepted Quotation or Order.

3.2 Any such Quotation or Order shall be included in and form part of this Contract, however, other than in respect of any Special Conditions, these Conditions will apply if and to the extent there is any conflict between those documents and these Conditions.

3.3 The Buyer is responsible for ensuring that the Goods are suitable for the purposes for which the Buyer intends to use them and any information the Buyer provides to the Supplier in respect of that intended use, notwithstanding any advice, recommendation or representation given by or on behalf of the Supplier to the Buyer or its employees or agents about the storage, application, suitability, quality, use or other aspect of the Goods.

3.4 The Buyer acknowledges and agrees that it is responsible for making its own enquiries and investigations about the suitability of the Goods for the Buyer's intended purposes and that if it relies or acts upon any advice, recommendation or representation said to be given by or on behalf of the Supplier, it does so at its own risk.

3.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier, shall be subject to correction without any liability on the Supplier.

3.6 If the Supplier is acting as an agent for a third party manufacturer or supplier, it will not be liable for any alteration or variation in the Goods made by the manufacturer or the supplier.

3.7 Unless expressly stated otherwise, any Quotation of the Supplier or Order of the Buyer for Goods is made on a supply-only basis. If the Buyer wishes to engage the Supplier to install and/or commission any Goods, this shall be done for an additional fee under a separate agreement.

4 ORDERS AND SPECIFICATION

4.1 No Order submitted by the Buyer shall be deemed to have been accepted by the Supplier unless and until acceptance is confirmed in writing by the Supplier's Authorised Representative.

4.2 The Buyer shall be responsible to the Supplier for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer and for giving the Supplier any and all necessary information relating to the Goods within sufficient time to enable the Supplier to perform the Contract in accordance with its terms.

4.3 The quantity, quality and description of and any specification for the Goods shall be as set out in a Quotation or Order forming part of this Contract.

4.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Supplier in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Supplier against all loss, damage, costs and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Supplier's use of the Buyer's specification and/or compliance with the Buyer's instructions or requests.

4.5 No Order which has been accepted by the Supplier's Authorised Representative may be cancelled by the Buyer except with the written agreement of the Supplier's Authorised Representative and on terms that the Buyer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of that cancellation.

5 DRAWINGS AND TECHNICAL INFORMATION

Any and all drawings and technical documents relating to the Goods shall remain the property of the party submitting them to the other and may not be used by any means without the written consent of the submitting party's Authorised Representative.

6 PRICE

6.1 The Price of the Goods shall be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Supplier's published price list current at the date of acceptance of the Order. All prices quoted are valid for 14 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Supplier without notice to the Buyer.

6.2 Unless a fixed Price or rates have expressly been agreed to in writing by the Supplier's Authorised Representative, the Supplier reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to the Supplier due to any factor beyond the Supplier's control (including any foreign exchange rate fluctuation, currency regulation, alteration of duties or taxes, increases in the cost of labour, material or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Supplier adequate information or instructions.

6.3 Except as otherwise stated under the terms of any Quotation or in any price list of the Supplier, and unless otherwise agreed in writing between the parties, all prices are given by the Supplier on an ex-works basis, and where the Supplier agrees to deliver the Goods otherwise than at the Supplier's premises, the Buyer shall be liable to pay the Supplier's charges for transport, packaging and insurance.

6.4 The Supplier may charge the Buyer for any costs, charges or expenses whatsoever the Supplier may incur as a result of:

6.4.1 detention of Goods;

6.4.2 demurrage on ships as a consequence of any act or omission of the Buyer;

6.4.3 any special requirements or stipulations of the Buyer accepted by the Supplier but not provided for in the Conditions;

6.4.4 any fluctuation in the exchange rate;

6.4.5 any increase in duties, taxes, freight, insurance or other charges or expenses from the date of acceptance of the Buyer's Order by the Supplier to the date of delivery.

6.5 The consideration for the Goods under these Conditions and/or the Contract shall be exclusive of GST. If the Supplier is liable for GST in respect of the Goods under these Conditions and/or the Contract, the consideration payable under this Contract shall be increased by the product of the:

6.5.1 amount of the consideration payable for the Goods; and

6.5.2 rate at which GST is imposed at the time.

6.6 The Supplier shall pay any increased amount to the Buyer in accordance with clause 7.

6.7 If for any reason the Supplier's liability for GST in respect of the Goods is increased or reduced, the consideration as increased for GST under clause 6.6 shall be increased or reduced (as the case may be) by a similar amount and the Supplier shall either make an adjustment on the next invoice to the Buyer or either party shall pay to the other the amount of the increase or decrease within 30 days of the Supplier notifying the Buyer of the adjustment.

7 TERMS OF PAYMENT

7.1 Payment terms shall be as listed in the Supplier's Quotation or as confirmed in writing by the Supplier's Authorised Representative after receipt of an Order.

7.2 If the Buyer fails to make any payment by the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier may:

7.2.1 by written notice to the Buyer, cancel the Contract or suspend any further deliveries to the Buyer;

7.2.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Buyer); and

7.2.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the default interest rate applicable to judgment debts in the South Australia per annum, from the due date, until payment in full is made.

8 DELIVERY

8.1 Delivery of the Goods shall be made in accordance with a Quotation or Order.

8.2 Any dates quoted for delivery of the Goods are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods however caused.

8.3 The Goods may be delivered by the Supplier in advance of the quoted delivery date upon reasonable notice to the Buyer.

8.4 The Supplier may, at its discretion, deliver the Goods in instalments. If delivery is to occur in instalments, each delivery shall constitute a separate agreement between the parties and failure by the Supplier to deliver any one of more of the instalments in accordance with the Contract or any claim by the Buyer in respect of any one or more instalments, shall not entitle the Buyer to treat the Contract as a whole as repudiated.

8.5 If the Buyer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions at the time stated for delivery (other than due to causes beyond the Buyer's reasonable control or default of the Supplier) then, without prejudice to any other right or remedy available to the Supplier, the Supplier may:

8.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance if not held by the Buyer) of storage (with such storage to be at the Buyer's risk notwithstanding any insurance coverage from the Supplier); or

8.5.2 charge the Buyer the Price.

9 RISK AND PROPERTY

9.1 Risk of damage to or loss of the Goods shall pass to Buyer:

9.1.1 in the case of Goods to be delivered to the Supplier's premises, at the time the Supplier notifies the Buyer that the Goods are available for collection;

9.1.2 in the case of Goods to be delivered other than to the Supplier's premises, at the time of delivery or, if the Buyer fails to take delivery of the Goods, the time the Supplier has tendered delivery of the Goods; or

9.1.3 otherwise consistent with agreed, applicable Incoterms.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, property in the Goods shall not pass to the Buyer until the Supplier has received in cleared funds, full payment of the price of the relevant Goods and all other Goods for which payment is then due.

9.3 Until such time as property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Supplier's property. Until that time, the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business, but shall account to the Supplier for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

9.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been re-sold), the Supplier shall be entitled at any time to require the Buyer to deliver up the Goods to the Supplier and, if the Buyer fails to do so immediately, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

9.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Buyer purports to do so, all moneys owing by the Buyer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) immediately become due and payable.

9.6 Where the Goods have been incorporated by the Buyer into any product or article in such a way that the substance and identity of the Goods have been irrevocably altered or destroyed, the property in such new product(s) or article(s) shall immediately upon its or their creation vest wholly in the Supplier, and the provisions of the preceding sub-clauses shall apply mutatis mutandis to such products or articles as if they were Goods remaining the property of the Supplier, and the provisions of the preceding sub-clause shall not apply if the Supplier has received in cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Supplier to the Buyer for which payment is then due.

9.7 Clauses 9.2 to 9.5 shall continue to apply to Goods which have been incorporated by the Buyer into any product or article in such a way that the substance and identity of the Goods have not been irrevocably altered or destroyed.

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10 PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)

10.1 In this clause 10:

10.1.1 **Goods** means materials, plant or equipment and other personal property to be supplied under this Contract in which the Supplier has clear and unencumbered title; and

10.1.2 other terms defined in the PPSA have the same meaning.

10.2 In consideration for the Supplier supplying Goods to the Buyer under this Contract, the Buyer:

10.2.1 acknowledges that the Supplier has or othewrwise grants the Supplier a security interest over the Goods;

10.2.2 agrees to treat the security interest created under this Contract as a continuing and subsisting security interest with priority over any registered or unregistered general (or other) security and any unsecured creditor (even if the Goods become fixtures before being paid for in full), and will upon request from time to time do all things necessary to perfect the security interest;

10.2.3 agrees to grant the Supplier a PMSI;

10.2.4 agrees that such a PMSI will continue to apply to any Goods supplied by the Supplier or proceeds of the sale of Goods;

10.2.5 agrees that the PMSI has attached to all Goods now or in the future supplied to the Buyer by the Supplier, including after acquired Goods; and

10.2.6 agrees, until title in the Goods passes to it, to keep all Goods free and ensure all Goods are kept free of any charge, lien or security interest except as created under this Contract and not otherwise deal with Goods in a way that will or may prejudice any rights of the Supplier under this Contract or the PPSA.

10.3 If the Supplier supplies any Goods prior to payment:

10.3.1 until such time as the relevant Goods are paid for, the Buyer holds such goods as bailee for the Supplier;

10.3.2 there is a deemed security interest over the Goods held by the Supplier; and

10.3.3 the Supplier may register the security interest.

10.4 The Buyer irrevocably grants the Supplier the right to enter without notice any premises or property where the Goods may be located, without the Supplier being liable to the Buyer or any other person if the Supplier or the Buyer exercises any rights under the PPSA or otherwise at law and the Buyer releases and indemnifies the Supplier against any such liability.

10.5 The Buyer shall assist the Supplier to:

10.5.1 apply for any registration in connection with the security interest so the security interest is registered in the Personal Property Securities Register; and

10.5.2 exercise the Supplier's rights in connection with the security interest.

10.6 The Buyer agrees to waive its rights to notices or statements under sections 95, 118, 121(4), 123(2), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

10.7 The Buyer agrees that sections 96, 115, 125, 129(3), 142 and 143 of the PPSA do not apply and waives its rights under subsections 129(2) and 134(2).

11 WARRANTIES AND LIABILITIES

11.1 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the extent permitted by the *Competition and Consumer Act 2010* (Cth) and any other applicable legislation. Without limiting the generality of the foregoing:

11.1.1 no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the Goods supplied or that the Goods will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the Supplier;

11.1.2 any description given of the Goods is given by the way of identification only and the use of such description shall not constitute a sale by description;

11.1.3 notwithstanding if a sample of the Goods has been exhibited to and inspected by the Buyer, such sample was not so exhibited and inspected as to constitute a sale by sample under the Contract;

11.1.4 the Supplier is only required to deliver Goods in accordance with the general description under which they were sold, whether or not any special or particular description shall have been given or shall be implied by law. Any such special or particular description shall be taken only as the expression of the Supplier's opinion in that respect; and

11.1.5 the Supplier does not give any warranty, representation or undertaking as to the quality, state, condition, suitability or fitness of the Goods.

11.2 Defects in quality, condition or dimensions of the Goods or non-conformity with the Contract shall not be a ground for cancellation of the remainder of the order or the Contract.

11.3 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Buyer by reason of any representation, implied warranty, condition or other term, duty at common law or under the Contract for any consequential loss of damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever, (and whether caused by the negligence of the Supplier, its employees or agents or otherwise), which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

11.4 Upon the occurrence of any event beyond the Supplier's reasonable control, the Supplier shall be entitled at any time, on notice to the Buyer, to make partial deliveries only or to delay delivery or to determine the Contract, without prejudice to any other right or remedy available to the Supplier.

Limitation of Liability

11.5 To the maximum extent permitted by law:

11.5.1 the Supplier's total liability arising out of or in connection with this Contract 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; and

11.5.2 the Supplier is not liable for any indirect, incidental, special, or consequential loss, including loss of actual or anticipated profits, revenue, contract, opportunity, production, service, network, goodwill or savings, or delay damages, liquidated damages, damages payable by the Buyer to a third party, or wasted overheads.

11.6 The Buyer's remedies under this Contract are the Buyer's only remedies in respect of the supply of Goods, except for remedies that at law, cannot be excluded by contract.

12 INSPECTION AND ACCEPTANCE

12.1 The Buyer must inspect the Goods promptly on delivery for visible defects, shortages, or damage in transit, and must notify the Supplier's Authorised Representative in writing of any such defect, shortage, or damage within 7 days of delivery.

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12.2 If the Buyer does not give that notice within 7 days, the Goods are taken to be accepted in respect of any matter that should reasonably have been identified on inspection.

12.3 Acceptance under clause 12.2 does not affect the Buyer's rights in respect of latent defects discovered during the warranty period applicable to the Goods, or any rights the Buyer has at law which cannot be excluded by contract.

12.4 The Buyer must not return any Goods to the Supplier without the Supplier's prior written consent and a written returned goods authority issued by the Supplier.

13 DEFECT NOTIFICATION AND CLAIMS

13.1 Without limiting clause 12, if the Buyer believes that Goods are defective, the Buyer must:

13.1.1 notify the Supplier in writing within 7 days of becoming aware of the defect, providing details and photographic evidence;

13.1.2 preserve the Goods (and all packaging and identification) in their condition at the time of discovery and make them available for inspection by the Supplier and (if applicable) the manufacturer; and

13.1.3 not modify, repair, or dispose of the Goods without the prior written consent of the Supplier.

13.2 If the Buyer fails to comply with clause 13.1, it releases the Supplier from and indemnifies the Supplier against any claim in relation to or arising out of any alleged defect or non-conformance in the Goods.

13.3 If the Supplier determines that the Goods are defective and the defect is covered by the warranty applicable to the Goiods, the Supplier will, at its election and subject to clause 13.4, repair or replace the affected Goods, or refund the price of the affected Goods.

13.4 The Supplier will not be liable for any costs of delivery of the affected Goods or the removal or the reinstatement of the Goods or associated works at a project or delivery site.

13.5 The Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract, notwithstanding the existence of any defect or non-conformance in the Goods.

14 EXPORT/IMPORT TERMS

14.1 Where the Goods are imported into or exported from Australia, the provisions of this clause 14 shall apply notwithstanding any other provision of this Contract.

14.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

14.3 Unless subsequently agreed otherwise in writing by the Supplier's Authorised Representative, the Goods shall be delivered free on board the air or sea port of shipments and the Supplier shall be under no obligation to give notice under section 32(3) of the *Sale of Goods Act 1895* (SA), and otherwise in accordance with agreed applicable Incoterms.

14.4 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Supplier's premises before shipment. The Supplier shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

15 DEFAULT OR INSOLVENCY

15.1 This clause applies if:

15.1.1 the Buyer commits a breach of this Contract considered material by the Supplier that is not remedied within 7 days after notice of the breach is given to the Buyer or such lesser period of time (not being less than 3 days) as may be reasonable having regard to the breach and what is a reasonable time to remedy it;

15.1.2 the Buyer informs the Supplier that it is under external administration,insolvent or otherwise financially unable to proceed with the Contract;

15.1.3 execution is levied against the Buyer by a creditor;

15.1.4 the Buyer ceases, or threatens to cease, to carry on business; or

15.1.5 the Supplier apprehends that any event mentioned above, or similar event is about to occur in relation to the Buyer and notifies the Buyer accordingly.

15.2 If this clause applies, regardless of whether there has been a breach of this Contract and without prejudice to any other right or remedy available to the Supplier, the Supplier may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

16 DISPUTE RESOLUTION

16.1 If a dispute arises between the parties, either party shall send to the other notice of dispute in writing adequately identifying and providing details of the dispute.

16.2 Within 14 days after service of a notice of dispute, the parties, through theSupplier's Authorised Representative and a representative of the Buyer with authority to resolve disputes, shall confer at least once to attempt to resolve the dispute.

16.3 If the dispute cannot be resolved at the meeting referred to in clause 16.2, either party may by further notice in writing, notify the other of its intention to proceed to arbitration or litigation.

16.4 Any arbitration shall be:

16.4.1 referred to a single arbitrator to be nominated by the President of the South Australian Chapter of the Resolution Institute; and

16.4.2 conducted in accordance with the applicable rules of the Resolution Institute.