

## **Addendum for the Supply of Projects**

### **1. AGREEMENT ON SPECIFICATIONS AND PROVISION OF INFORMATION**

1.1 If the Products, Services and Projects involve preparing and agreeing the Specifications with the Customer, CSL will prepare the necessary Specifications in conjunction with the Customer in accordance with the Timetable, or if there is no Timetable, within thirty (30) days of acceptance of the Order or such other time as is agreed between the Parties. The Customer will review and either provide amendments or approve the Specifications within five (5) working days of receipt of the Specifications. In the absence of any written comments within five (5) working days the Customer will be deemed to have approved the Specifications. Any changes to the approved Specifications will be considered a Variation in accordance with clause 2.

1.2 The Customer will respond to any requests for further information or instructions from CSL within five (5) working days after the receipt of such request for further information or instructions by the Customer. If the Customer does not respond within that period (or such other period identified by CSL), CSL will have the right to claim an extension of time relating to such failure to provide the necessary information.

### **2. DELAY AND EXTENSION OF TIME**

2.1 Unless there is a Timetable specified in an Order, CSL will, if so, requested by the Customer, submit a Timetable to the Customer for approval prior to commencing the supply of the Products, Services and Projects.

2.2 Any Timetable submitted by CSL pursuant to clause 1.1 as requiring the Customer's approval will be approved or commented on in writing by the Customer within five (5) working days after the receipt of such Timetable by the Customer. If the Customer does not respond within that period (or such other period agreed with CSL), it will be deemed to have approved the Timetable.

2.3 CSL will, always, take all reasonable steps to ensure that the Products, Services and Projects are supplied in accordance with the Timetable. If the supply of the Products, Services and Projects will be delayed by an act or omission of the Customer or by an event beyond CSL's reasonable control, and the delay was not contributed to by CSL, CSL will promptly submit a claim to the Customer for an extension of time to the Timetable setting out the details of the cause of the delay, the activities affected, and the extension of time needed. The Customer will, acting reasonably, consider CSL's claim and grant the extension of time requested or such other mutually acceptable period of time as an extension to the Timetable.

2.4 Any changes to the approved Timetable will be considered a Variation in accordance with clause 2.

### **3 VARIATIONS**

3.1 If the Customer wishes to alter, amend, omit, add to, or otherwise vary an Order or Timetable including suspend the delivery of the Order, it will issue CSL with a written Variation request (Variation). CSL will review the Variation request and provide a quote to the Customer setting out the cost of the Variation and the impact on the Timetable.

3.2 As soon as practicable after receipt of the quote from CSL the Customer will either accept the quote by signing and returning it to CSL or reject the quote in writing. If the Customer and CSL are unable to agree upon the amount of the difference in cost or impact on the Timetable the provisions of clause 2.3 shall apply.

3.3 If the parties can agree upon the variation to the Timetable and the only outstanding item is pricing, the Customer may direct CSL to proceed with the Variation request on a Time and Materials basis in accordance with CSL's standard schedule of rates. Unless CSL reaches agreement with the Customer under clause 2.2 or it receives a direction under this clause, CSL will not be required to proceed with the Variation request.

#### 4. TESTING AND ACCEPTANCE

4.1 For Products, the Customer will be deemed to have accepted the Products on the date that the Products are delivered to the Customer at the Delivery Point (Delivery Date).

4.2 For all Project Deliverables, the following provisions will apply:

(a) CSL will notify the Customer in writing when the Project Deliverables are ready to be submitted for Acceptance Tests and within ten (10) days after receiving such notice, the Customer will conduct Acceptance Tests on the Project Deliverables and advise CSL in writing of whether the Project Deliverables have passed the Acceptance Tests or the Project Deliverables have failed the Acceptance Tests.

(b) If the Project Deliverables fail to pass the Acceptance Tests then the Customer must notify CSL in writing setting out details of the known defects in the Project and permit CSL, within a reasonable period of time taking into account the nature of the defects and the likely time it will take to remedy the defects, which period shall not be less than ten (10) working days, to correct the defects and resubmit the Project to the Customer to conduct Acceptance Tests again.

(c) The Project Deliverables will be deemed accepted upon the occurrence of the earlier of: (i) The date that the Customer gives written notice to CSL that the Project Deliverables have passed the Acceptance Tests; or (ii) The date that is fourteen (14) days after completion of the Acceptance Tests, provided that during the fourteen (14) day period after completion of the Acceptance Tests the Customer did not notify CSL in writing of any defects in the Project Deliverables; or (iii) The date the Customer makes commercial or operational use of the Project Deliverables other than for the purposes of conducting the Acceptance Tests.