

PURCHASE ORDER STANDARD TERMS

1. Entire Agreement

- (a) These standard terms apply when an Australian Garnet entity issues a Purchase Order to a Supplier after which a contract is formed made up of the Purchase Order and these purchase order standard terms ('Contract').
- (b) In consideration of the payment of the Price by Australian Garnet, the Supplier must supply the Goods and/or perform the Services in accordance with the Contract.
- (c) To the extent the Supplier's terms and conditions are supplied with the Goods and/or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of the Contract (even if a representative of Australian Garnet signs those terms and conditions or annexes the terms and conditions to the Purchase Order).
- (d) Where the Purchase Order relates to Goods and/or Services the subject of a contract between the Supplier and Australian Garnet, the terms of that contract apply to the extent of any inconsistency with these purchase order standard terms.
- (e) The Contract or any part of it may not be construed adversely to a party on the ground that it was responsible for the preparation or drafting of the Contract or any part of it.

2. Dispatch and Delivery of the Goods

- (a) The Supplier must dispatch the Goods ordered under the Contract in a timely manner and deliver the Goods to the Delivery Address by the Delivery Date.
- (b) Without limiting paragraph (a), if the Supplier is delayed or becomes aware of the likelihood of delay in delivery of any Goods, the Supplier must as soon as possible after becoming aware of the delay or likelihood of delay notify Australian Garnet in writing of the circumstances.
- (c) Where a delay described in paragraph (b) occurs or is likely to occur for any reason, Australian Garnet may in its absolute discretion by notice to the Supplier:
 - (i) cancel the Contract without Liability to Australian Garnet; and
 - (ii) acquire alternative supplies of any shortfall in delivery of the Goods from sources other than the Supplier, and the Supplier shall be liable, and must pay or reimburse Australian Garnet:
 - (iii) for any price difference which is incurred by Australian Garnet between the Goods that would have been acquired and the Goods that are actually acquired; and
 - (iv) for transport costs incurred by Australian Garnet in respect of such alternative supplies,
 except to the extent that the reason for the inability to supply all or part of the Goods by the Delivery Date was a direct result of any act or omission of Australian Garnet.
- (d) If a delay described in paragraph (b) occurs, the Supplier may request from Australian Garnet an extension of time for the Delivery Date of the Goods. Australian Garnet will decide whether to grant the requested extension of time in its absolute discretion.
- (e) Prior to the delivery of any Goods, the Supplier must provide to Australian Garnet all safety information and other necessary or relevant data relating to Australian Garnet's use of the Goods, including material safety data sheets and operation manuals.

3. Packaging, Marking and Transport

- (a) The Supplier is responsible, at its cost, for adequately and safely packing the Goods (including being adequately protected from potential damage caused by ingress of dust and moisture).
- (b) Unless otherwise directed by Australian Garnet, the Goods must be packed in a form consistent with best industry practices and all applicable Laws and safety requirements.
- (c) All Goods, delivery notes and other relevant documents must be clearly marked with the number of the Purchase Order pursuant to which those Goods were ordered, the QR Code, the material number (where applicable) and the Delivery Address.
- (d) Unless Australian Garnet has agreed to independently arrange for the transportation of the Goods to site, the Supplier shall be responsible (at its cost) for transporting the Goods to, and unloading the Goods at, the

Delivery Address. If Australian Garnet is transporting the Goods to site, subject to the Supplier's other obligations under this clause 3:

- (i) the Supplier must make the Goods available for transportation by Australian Garnet;
- (ii) the Supplier must provide transportation and loading/unloading instructions for the safe transportation of the Goods; and
- (iii) transportation of the Goods by Australian Garnet under this clause will not constitute acceptance by Australian Garnet of the Goods.

4. Risk and Title

- (a) In this clause 4:
 - (i) the term '**security interest**' has the meaning given to it in the *Personal Property Securities Act 2009* (Cth);
 - (ii) "**encumbrance**" means any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust or title retention or flawed deposit arrangement and any security interest;
- (b) Risk in each Good will remain with the Supplier until its delivery to the Delivery Address and acceptance by Australian Garnet in accordance with clause 5.
- (c) Title in each Good passes to Australian Garnet when payment is made to the Supplier for such Good.
- (d) The Supplier:
 - (i) warrants to Australian Garnet that when payment is made to the Supplier or title otherwise passes to Australian Garnet in respect of any Goods supplied under this Contract, those Goods will be free and clear of any encumbrance (without prejudice to the right of rejection of the Good under clause 5); and
 - (ii) must, if requested by Australian Garnet, provide Australian Garnet with a statutory declaration or evidence that such goods are free and clear of any encumbrance.

5. Inspection and Testing of the Goods

- (a) The Supplier must ensure that Australian Garnet has access to the Goods for inspection and testing at all times.
- (b) Signed delivery documents will only mean confirmation of the number of packages or cartons delivered and will not constitute acceptance by Australian Garnet of the Goods.
- (c) Australian Garnet will inspect and/or test the Goods, within a reasonable time after delivery to the Delivery Address, and give notice to the Supplier whether or not Australian Garnet accepts or rejects the Goods.
- (d) Australian Garnet may reject the Goods if the Goods are Defective in which case clause 12 will apply.

6. Time for Performance of the Services

The Supplier must complete the performance of the Services by the date specified in the Purchase Order (or if no date is specified, within a reasonable period of time after the issue of the Purchase Order by Australian Garnet).

7. Supplier's Obligations

- (a) The Supplier warrants that it and each of its Personnel will act in a workmanlike, careful, safe and proper manner to supply the Goods and/or perform the Services in accordance with the requirements of the Contract.
- (b) The Supplier must, and must ensure that all its Personnel:
 - (i) at all times when on an Australian Garnet site, act in accordance with Australian Garnet's policies and procedures (including health and safety, industrial relations, environmental and community relations requirements, attendance at inductions and the supply and use of personal protective equipment) and minimise disruption to the site;
 - (ii) Comply with all applicable Laws relating to its obligations under the Contract and the delivery of the Goods and/or the performance of the Services;
 - (iii) comply with all reasonable directions of Australian Garnet; and
 - (iv) obtain and maintain, at the Supplier's expense, all licences or permits necessary for the supply of the Goods and/or the performance of the Services under all applicable Laws.
- (c) Where the supply of the Goods and/or the performance of the Services involves the use of equipment on an Australian Garnet site, the Supplier warrants that:

PURCHASE ORDER STANDARD TERMS

- (i) any such equipment is in accordance with the manufacturer's specifications, in good repair, fit for purpose;
- (ii) any operator of any such equipment is permitted by Law to operate that equipment (as a minimum having successfully completed a competency assessment, which is aligned with a nationally recognised standard, for the operation of that equipment); and
- (iii) any such equipment is only used for the purpose for which it was designed,
- so that it is available to operate or be used in an efficient, effective and safe manner at all times.
- (d) Australian Garnet may require the Supplier to remove (or cause to be removed) any of its Personnel on an Australian Garnet site who in Australian Garnet's opinion engages in any conduct which is prejudicial to safety, health or the protection of the environment or fails to conform with any provisions of the Agreement.
- (e) Time is of the essence in the performance of the Supplier's obligations under the Contract.
- (f) Without limiting the Supplier's obligations, the Supplier must ensure that any manufacturer's or supplier's warranty that applies to the Goods will immediately be transferred to Australian Garnet, at no cost to Australian Garnet.
- (g) The Supplier must at no cost to Australian Garnet comply with any reporting requirements requested by Australian Garnet, including completing and returning to Australian Garnet any timesheet, checklist, record or like document.
- 8. Price**
- (a) Subject to the Goods being provided and/or Services being performed in accordance with the terms of this Contract, Australian Garnet will pay the Supplier the Price for the Goods and/or Services.
- (b) The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the Goods and the cost of any items used or supplied and any expenses incurred (including consumables, mobilisation and demobilisation, accommodation and transport, wages, salaries, bonuses, employee benefits, and any other contributions and benefits).
- 9. GST**
- (a) If GST is imposed on any supply made by the Supplier under or in connection with this Contract, the Supplier may recover from Australian Garnet, in addition to the Price, an amount equal to the GST payable in respect of that supply.
- (b) The Supplier must first provide Australian Garnet with a valid tax invoice before Australian Garnet will pay the GST amount to the Supplier.
- (c) The Supplier indemnifies Australian Garnet against any loss that may arise from it not being registered for GST and must promptly notify Australian Garnet if it ceases to be registered for GST.
- 10. Invoicing**
- (a) Upon delivery of the Goods and/or completion of the performance of the Services, the Supplier must provide to Australian Garnet a valid tax invoice which must contain reasonable details of the Goods supplied and/or the Services performed and quote the QR Code and Purchase Order number.
- (b) The Supplier must, if requested by Australian Garnet, provide Australian Garnet with all relevant records to calculate and verify any amount set out in any tax invoice.
- (c) Subject to the other provisions of the Contract, and unless the parties agree otherwise, Australian Garnet will pay to the Supplier the amount shown on a tax invoice 30 days from receipt of the tax invoice by Australian Garnet.
- (d) Australian Garnet may reduce any payment due to the Supplier under this Contract by any amount which the Supplier must pay Australian Garnet, including costs, charges, damages and expenses and any debts owed by the Supplier to Australian Garnet on any account whatsoever. This does not limit Australian Garnet's right to recover those amounts in other ways.
- (e) The payment by Australian Garnet of any amount (whether in dispute or not) will not constitute acceptance of the Goods and/or Services or an admission of any liability or obligation to make that payment.
- 11. Quality**
- (a) The Goods and/or Services must match the description referred to in the Purchase Order.
- (b) If the Supplier gave Australian Garnet a sample of the Goods or a demonstration of the Services, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.
- (c) The Goods and/or Services must:
- (i) be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose Australian Garnet specifies;
- (ii) comply with all Laws in force in the jurisdiction in which they are supplied/performed; and
- (iii) not infringe the Intellectual Property Rights of any third party.
- (d) The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.
- 12. Rectification Period**
- (a) If, during the Rectification Period, any of the Goods or Services are found to be Defective, Australian Garnet may:
- (i) return the Defective Goods to the Supplier;
- (ii) reject the Defective Services;
- (iii) repair or make good the Defective Goods; or
- (iv) re-perform or make good the Defective Services.
- (b) The Supplier must, at Australian Garnet's request:
- (i) repair or replace the Defective Goods;
- (ii) re-perform or make good the Defective Services; or
- (iii) reimburse Australian Garnet for any expenses incurred in repairing, reperforming or making good (as the case may be) any Defective Goods or Services,
- at the Supplier's cost (including any costs and expenses incurred by Australian Garnet as a consequence of the Defective Goods or Services).
- 13. Supplier's Insurance**
- 13.1 Public Liability Insurance**
- (a) The Supplier shall effect and maintain throughout the term of this Contract, at its own expense, Public and Product liability Insurance covering all legal liabilities to:
- (i) pay damages or compensation arising out of any injury to or death of any person or any loss of or damage to (including resulting loss of use) any property howsoever caused. Such insurance must, unless prohibited by law:
- A. provide cover in respect of each and every occurrence for public liability and in the annual aggregate for products liability for an amount not less than A\$20,000,000 and in respect of public liability must be unlimited as to the number of claims which can be made under the policy;
- B. insure as principal under the contract for its vicarious contingent liability, Australian Garnet (and its personnel for their respective rights and interests) with respect to liability Australian Garnet may incur due to acts and omissions of the Supplier;
- C. include a cross liability clause noting that each insured party shall be considered a separate entity and that the insurance shall apply as if a separate policy has been issued to each insured party;
- D. cover Australian Garnet's goods in the possession or custody of the Supplier for an amount not less than the replacement value of those goods; and
- E. provide that the policy is extended to cover worker-to-worker injury liability risks.
- 13.2 Workers Compensation and Employer's Liability Insurance**
- (a) The Supplier shall insure or cause to be insured against all liability to its Personnel, whether arising by virtue of any applicable workers compensation Law thereunder or at common law or engaged in doing anything directly or indirectly associated with the Contract.
- (b) This insurance shall extend to cover the liability of the Supplier arising at common law for an amount of not less than \$10 million in respect of any one event.
- (c) This insurance shall include an insurer's endorsement:

PURCHASE ORDER STANDARD TERMS

- (i) indemnifying Australian Garnet and Australian Garnet's staff and employees against any Claim which Australian Garnet may incur whether arising by virtue of any applicable workers compensation Law or at common law; and
- (ii) which includes a waiver of insurer's rights of subrogation in favour of Australian Garnet and Australian Garnet's staff and employees.

13.3 Professional Indemnity Insurance

- (a) Where the Contract includes the performance of Services, the Supplier must ensure that it effects a professional indemnity insurance policy with a total aggregate cover of not less than \$5 million for any one claim. The Supplier must ensure that each of its subcontractors who are to provide Services for the Contract is similarly insured.
- (b) The professional indemnity insurances shall be effected and maintained for the duration of the Supplier's potential liability at law.

13.4 Motor Vehicle

- (a) The Supplier shall effect and maintain throughout the term of this Contract, at its own expense, Motor Vehicle/Automobile Third Party Liability Insurance covering all legal liability to pay damages or compensation arising out of any injury to or death of any person or any loss of or damage to any property howsoever caused by the ownership, possession, operation or use of motor vehicles (which shall include any item of plant or equipment which is required to be licensed in accordance with the requirements of any statute relating to motor vehicles) belonging to or under the physical or legal care custody or control of the Supplier. Such insurance must be for an amount of not less than A\$20,000,000 in respect of each and every loss and unlimited in the aggregate in respect of all losses occurring during each period of insurance;
- (b) The Supplier shall, in addition, comply with all statutory requirements concerning the arrangement of compulsory motor vehicle insurance; and
- (c) The insurance must also, unless prohibited by law, be endorsed to:
 - A. insure, as principal under the contract, for its vicarious contingent liability, Australian Garnet (and its personnel for their respective rights and interests) with respect to liability Australian Garnet may incur due to acts and omissions of the Supplier; and
 - B. include a cross liability clause noting that each insured party shall be considered a separate entity and that the insurance shall apply as if a separate policy has been issued to each insured party.

13.5 General

- (a) Each insurance policy that the Supplier is required to effect must be effected prior to the supply of any of the Goods and/or the performance of any of the Services (as applicable) with a reputable insurer or insurers with a current Standard & Poor's rating of not less than A- or a similar rating from another agency acceptable to Australian Garnet.
- (b) The Supplier must pay all insurance premiums and must bear the cost of any excesses and deductibles under those insurances and be responsible for any loss or damage not covered by those insurances.
- (c) Prior to the supply of any of the Goods and/or performance of any of the Services (as applicable) and each time an insurance policy is renewed or varied, the Supplier must provide Australian Garnet with copies of the certificates of currency (and any other documentation that Australian Garnet may reasonably require) that evidences that the Supplier is insured.
- (d) The Supplier must not do or omit to do anything whereby any insurance coverage required by the Contract might be prejudiced.
- (e) If the Supplier fails to effect or maintain any insurance which is required under the Contract to be effected, Australian Garnet may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and may recover as a debt due from the Supplier the amount so paid and the amount of any excess borne by Australian Garnet or may deduct such amounts from any monies due to the Supplier pursuant to the Contract.

14. Indemnities

- (a) Subject to paragraph (b), the Supplier must indemnify and keep indemnified Australian Garnet against any Liabilities arising directly or indirectly from:

- (i) any loss of or damage to property of Australian Garnet arising out of or in connection with the supply of the Goods and/or the performance of the Services;
 - (ii) any Claim by any person against Australian Garnet or any liability Australian Garnet may have in respect of injury to or illness or death of any person or damage to or loss or destruction of any property arising out of or in connection with the supply of the Goods and/or the performance of the Services;
 - (iii) any breach by the Supplier or its Personnel of the Contract or Law;
 - (iv) any negligent, reckless or intentional act or omission of the Supplier or its Personnel;
 - (v) any Claim against Australian Garnet by any other person arising out of or in connection with any infringement by the Supplier or its Personnel of the Intellectual Property Rights or Moral Rights of a third party; and
 - (vi) any claim made by the Supplier or the its Personnel in respect of relevant legislation concerning income tax, workers' compensation, annual leave, long service leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal.
- (b) The Supplier will not be liable under paragraph (a) to the extent that the Liability was caused, or contributed to, by the negligent acts or omissions or wilful misconduct of Australian Garnet.
 - (c) The Supplier acknowledges and agrees that if it enters onto an Australian Garnet site, it does so at the Supplier's own risk. The Supplier must ensure that its Personnel are also aware that they enter onto an Australian Garnet site at their own risk.

15. Confidentiality and Media

- (a) The Supplier must not, and must ensure that its Personnel do not, use or disclose Confidential Information for any purpose other than to supply the Goods and/or perform the Services in accordance with the Contract.
- (b) The parties agree that any requirement at Law to disclose information will not be construed to permit disclosure of any information section 275(1) of the *Personal Property Securities Act 2009* (Cth).
- (c) The Supplier must not, and must ensure that its Personnel do not, issue any press releases, statements or media announcements (including social media) in relation to the Contract, the transactions the subject of the Contract or the supply of the Goods and/or the performance of the Services without the prior written approval of Australian Garnet.

16. Intellectual Property

- (a) To the extent that any Intellectual Property Rights subsist in the Goods and/or Services or in any part of them (including the Contract Material), title to and all Intellectual Property Rights in such material will, upon its creation, vest in the Supplier and the Supplier grants, and will ensure that relevant third parties grant, to Australian Garnet a paid-up, non-exclusive, transferrable, irrevocable, perpetual licence (including the right to sub-licence) to use, exploit and otherwise exercise all Intellectual Property Rights in such material for any purpose of Australian Garnet, without additional cost to Australian Garnet.

17. Termination

- (a) Australian Garnet may terminate the Contract at any time without cause by giving no less than 24 hours written notice to the Supplier, and paragraph (d) will apply.
- (b) Without limiting paragraph (a), if the Supplier fails to supply the Goods and/or perform the Services in accordance with the Contract, or if the Supplier or its Personnel are negligent or engage in unlawful conduct or wilful misconduct, Australian Garnet may terminate the Contract in whole or in part by written notice.
- (c) Upon receiving a notice of termination, the Supplier will immediately cease supplying the Goods and/or performing the Services and comply with Australian Garnet's directions including, without limitation, any direction to protect Australian Garnet's property in the Supplier's possession.
- (d) If Australian Garnet terminates the Contract under paragraph (a) (but not otherwise), subject to Australian Garnet's other rights under the Contract,

PURCHASE ORDER STANDARD TERMS

Australian Garnet will pay the Supplier for the Goods supplied and the Services performed prior to the date of termination which have not been paid for, being an amount representing the Price reduced pro rata by the value of the Goods and/or Services which have not been provided by the date of termination. Australian Garnet will not be liable for any other Liability suffered by the Supplier as a consequence of or in connection with the Contract, the Goods and/or Services or the termination.

18. No Assignment or Subcontracting

The Supplier must not assign, in whole or in part, its obligations or interest in the Contract or subcontract the supply of any of the Goods and/or the performance of any of the Services without the prior consent of Australian Garnet.

19. Amendments or Waiver

- (a) A provision of or right created under the Contract may not be:
 - (i) waived, except in writing signed by the party giving the waiver; or
 - (ii) amended, except in writing or by agreement evidenced in writing and signed by the parties.
- (b) A failure to exercise or a delay in exercising any right, power or remedy under this Contract does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

20. Relationship of the Parties

- (a) The Supplier will be an independent contractor to Australian Garnet. The Supplier is not a servant or agent of Australian Garnet for any purpose.
- (b) The Supplier acknowledges and agrees that its Personnel are not Australian Garnet's employees and the Supplier shall ensure that its Personnel do not hold themselves out as employees of Australian Garnet for any reason.
- (c) Except as expressly provided in the Contract, nothing contained or implied in the Contract creates any partnership, agency or trust between the parties.

21. Joint and Several Liability

Where the Supplier comprises two or more persons, each person will be jointly and severally bound by the Supplier's obligations under the Contract.

22. Severability

If the whole or any part of a provision of the Contract is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This sub-clause has no effect if the severance alters the basic nature of the Contract or is contrary to public policy.

23. Governing Law and Jurisdiction

This Contract is governed by and construed in accordance with the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

24. Definitions

Australian Garnet means the Australian Garnet entity identified as such in the Purchase Order.

Claim includes any actions, claims, demands or proceedings whether directly or indirectly, or whether in law, contract, tort, negligence or statute (including strict liability).

Confidential Information means information of, or supplied by or on behalf of, Australian Garnet to the Supplier or its Personnel, that:

- (a) is by its nature confidential;
 - (b) is designated by Australian Garnet as confidential; or
 - (c) the Supplier knows or ought to know is confidential,
- and includes information:
- (d) comprised in or relating to any Contract Material or the Intellectual Property Rights of Australian Garnet;
 - (e) concerning the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of Australian Garnet;
 - (f) that is of actual or potential commercial value to Australian Garnet; and
 - (g) relating to the clients or suppliers of Australian Garnet,

but does not include information that:

- (h) was already in the possession of the Supplier and not subject to an obligation of confidentiality, is lawfully received from a third party or independently developed by the Supplier, is required to be disclosed by Law or the Listing Rules of the Australian Stock Exchange Limited or other public stock exchange (if applicable) or is public knowledge other than through a breach of an obligation of confidentiality.

Contract Material means any material that is created, written or otherwise brought into existence by or on behalf of the Supplier in the course of supplying the Goods and/or performing the Services or otherwise carrying out the Contract.

Defective means Goods and/or Services (or any aspect of them) which are not in accordance with the terms of the Contract or which are damaged, deficient, faulty, inadequate or incomplete.

Delivery Address means the place for delivery specified on the Purchase Order.

Delivery Date means the delivery date specified on the Purchase Order.

Goods means any materials, plant, equipment or other goods (if any) described in the Purchase Order.

Governmental Authority means a governmental, semi-governmental, administrative, fiscal or judicial body, responsible minister, department, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of government, whether federal, state, territorial or local, statutory or otherwise, anywhere in the world.

GST has the meaning given to that term under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, whether created before, on or after the date of issue of the Purchase Order, but excludes Moral Rights.

Liability means damages, claims, losses, liabilities, costs and expenses of any kind (including legal costs on a full recovery basis).

Law means:

- (a) the common law and equity (as they apply in the State);
- (b) all present and future Acts of parliament of the Commonwealth and parliament of the State; and
- (c) all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of a Governmental Authority.

Moral Rights means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the date of issue of the Purchase Order.

Personnel means the Supplier's directors, officers, employees, workers, contractors, subcontractors, consultants, agents, representatives and invitees.

Price means the price set out in the Purchase Order which is exclusive of GST, but is inclusive of all other taxes and duties and any other costs and charges.

Purchase Order means the purchase order for Goods and/or Services issued by Australian Garnet to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services.

QR Code means the QR code stated in the Purchase Order (if any).

Rectification Period means the period of 12 months commencing on the actual date of delivery of the Goods (or if more than one date of delivery, the last date of delivery) and/or 12 months from the date on which the performance of the Services is completed.

Services means the services, if any, described on the Purchase Order.

Supplier means the person identified as such in the Purchase Order.