

FMS Group Products

Sale Terms and Conditions

PARTIES:

Client; and

FMS Group Products Pty Ltd ABN 53 668 331 404 trading as FMS Group Products (FMS)

RECITALS:

- A. The Client has engaged FMS to supply Equipment, spare parts and/or services.
- B. The Parties enter into any Agreement on the terms and conditions contained in this document.

1. Definitions and Interpretation

1.1. Definitions and Interpretation

In this document, the following terms have the following meanings:

Agreement means and includes these terms and conditions and those set out in the FMS provided Quotation to the Client;

Business Day means a day other than a Saturday, Sunday or public holiday in Australia;

Client means a person or entity whose Order for the purchase of Goods and/or Services from FMS is accepted by FMS;

Commissioning Site means the Client's operating site, as set out in the Quotation, for the item of Equipment subject of this agreement;

Commissioning Window means, in relation to an item of Equipment ordered, the dates agreed between the Client and FMS for the commissioning of the Equipment to be performed and completed;

Commissioning Work means, in relation to an item of new Equipment supplied by FMS, all work and tasks required to commission the Equipment;

Confidential Information means, in relation to a Party, any information relating to any aspect of the business or affairs of that Party, whether obtained before or after the execution of this Document, including:

- (a) any and all information, documents, records, financial information, Personal Information, reports, product specifications, intellectual property, technical information or forecasts relating to any part of the business, strategies, operations, OEM manufacturers disclosed products or processes of that Party; and
- (b) information concerning the information technology systems requirements, strategies and/or plans of that Party, and any information derived from (or accessible using) any of that Party's information technology systems, other than to the extent:
- (c) such information is in, or becomes part of, the public domain (other than as a consequence of a breach of this Document or the breach of an obligation of confidence owed to that Party); or

- (d) the other Party can prove that information was independently acquired or developed by it using information that is not Confidential Information;

Consequential Loss means the following loss or damage: loss of use, loss of production, loss of revenue, loss of product, loss of profit of any kind (direct, indirect, anticipated, expected or otherwise), liability to third parties, loss of opportunity, loss of contract, loss or reduction of good will, loss arising from business interruption caused to a Party, and the award of any special loss or damages to a Party;

COR Laws means any section of the Heavy Vehicle Law under which the Operator is “a party in the chain of responsibility” (within the meaning given to that term under the Heavy Vehicle Law). **COR Systems** means policies, procedures, standards, training and systems designed to ensure, so far as is reasonably practicable, compliance with the COR Laws.

Defects means, in relation to an item of Equipment, any defect, deficiency, failure, fault, malfunction or error of any kind in the functioning of the Equipment that is in whole or in part attributable to either:

- (a) the quality of manufacture of the Equipment; or
- (b) any component or material that comprises, or has been used in the manufacture of the Equipment;

Equipment means any physical equipment, hardware, property, machinery or other tooling, TowHaul equipment, HAWC, or Ground Force equipment supplied by FMS to the Client under this agreement and includes all associated components, devices, products and items necessary to ensure operation of the Equipment;

FMS means the entity noted on the Quotation as the Seller or the entity the Client has signed a purchase order with;

FMS Warranty Documents means any warranty statements, limited warranties or warranty provisions sent from FMS to the Client and/or included in the Quotation relevant to the Equipment being purchased;

FOPS means falling objects protection system;

Force Majeure Event means any event which prevents a Party from performing, or delays the performance of, any of its obligations under this Agreement including (without limitation):

- (a) forces of nature, any act of God, fire, storm or explosion;
- (b) any long duration strike, lockout, industrial action, war, sabotage, riot, act of terrorism, any denial of service or significant cyber-attack, insurrection, civil commotion, national emergency (whether in fact or in law), power shortage, epidemic, pandemic, quarantine, radiation or radioactive contamination;
- (c) any action or inaction by any organ of government or government agency;
- (d) a change in any Law including any new Law, to the extent that act, event or cause is beyond the reasonable control of the affected Party;
- (e) any shortage, stoppage or inability to supply the Equipment provided by the OEM

GST means the New Tax System (Goods and Services Tax) Act 1999 (Cth);

Heavy Vehicle Law includes the *Road Traffic (Vehicles) Act 2012* and regulations in force under it.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trademarks, designs, patents, circuit layouts, source code, inventions and confidential information, and other results of intellectual activity in any field whether or not registrable, registered or patentable. These rights include rights in applications to register these rights and all renewals and extensions of these rights;

Original Equipment Manufacturer or **OEM** means TowHaul and or Ground Force Worldwide, and or any other manufacturer represented by FMS respectively;

Party means a Party to this Agreement, and Parties has a corresponding meaning;

Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth), as amended from time to time;

Purchase Price means the amounts described in the Quotation;

ROPS means rollover protection system;

Site means the location where the Equipment is to be commissioned;

Unsafe Circumstance means any hazard, incident, or event (or potential hazard, incident or event) relating to, or affecting, the environment or the health or safety of any person or property;

1.2. Interpretation

In this Document, the following rules of interpretation apply, unless the contrary intention appears or the context requires otherwise:

- (a) headings and subheadings are for convenience only and do not affect the interpretation of this document;
- (b) references to clauses, schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the schedules, annexures, appendices, attachments and exhibits to, this document;
- (c) references to a party to in this document include that party's permitted assignees and successors, including executors and administrators and legal representatives;
- (d) words denoting the singular include the plural and words denoting the plural include the singular;
- (e) words denoting any gender include all genders;
- (f) the word "person" includes any individual, corporation or other body corporate, partnership, joint venture, trust, association, government agency, government or regulatory body or other government instrumentality;
- (g) reference to any document or agreement (including this document) includes any amendments, supplements and replacements of that document;
- (h) any promise, agreement, representation or warranty given or entered into on the part of two or more persons binds them jointly and each of them severally;
- (i) any promise, agreement, representation or warranty given or entered into on the part of two or more persons is for the benefit of them jointly and each of them severally;

- (j) no provision of this document will be construed adversely against FMS because FMS was responsible for the preparation of that provision or this document;
- (k) if any act is required to be performed under this Document on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day;
- (l) a reference to an amount of currency, “AUD\$” is a reference to that amount in Australian Dollars (AUD) and “USD\$” is a reference to that amount in United States of American Dollars (USD);
- (m) anything mentioned in this Document after the terms “include”, “including”, “includes”, “for example”, “such as” or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms, and the list that follows any such terms is an inclusive and illustrative list and not an exhaustive list;
- (n) where a word or phrase or expression is defined, other parts of speech and grammatical forms of that definition have corresponding meanings; and
- (o) if there is any conflict between the main body of this Document and its schedules, annexures, appendices, attachments, the terms of the main body of this Document will prevail.

2. Liabilities and Indemnities

- 2.1. Notwithstanding any other provision of the Agreement or this Document, neither Party is liable for any Consequential Loss suffered by the other Party howsoever arising (and whether in contract, tort, equity, product liability, under statute or on any other basis).
- 2.2. In the absence of wilful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of FMS, FMS shall not be subject to liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any losses that may be sustained in the course of, or as a result of, services provided.
- 2.3. FMS and OEM expressly disclaims any and all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, except for the warranty set forth in clause 4 of this Document.
- 2.4. Notwithstanding anything to the contrary contained herein, FMS and OEM shall not, under any circumstances, be liable to the Client for consequential, incidental, special, or indirect damages arising out of or related to this agreement, or the transaction(s) contemplated hereunder, even if FMS has been apprised of the likelihood of such damages.
- 2.5. In no event shall FMS’s liability to the Client for breach of this Agreement exceed the Purchase Order value of the Equipment purchased by Client hereunder.
- 2.6. Compliance with all safety regulations of the Equipment, including but not limited to ROPS & FOPS, is the express responsibility of the Client.
- 2.7. These conditions, the quotation and the Limited Warranty shall not exclude or limit the application of any provision of any statute, including any implied condition or warranty, the exclusion of which would contravene any statute (including the *Competition and Consumer Act 2010* (Cth)) or cause any part of this clause to be void. To the extent permitted by law all conditions, warranties and undertakings are expressly excluded.

- 2.8. The Equipment covered by this quotation is modified from standard and/or custom designed and manufactured to suit the needs and requirements of the Client. The performance specifications, dimensions, load ratings, and pricing are based upon information and engineering assessments, available at the time of quotation and order acceptance and the Client warrants and represents that the information supplied is accurate and understands it will be relied upon by FMS and the OEM.
- 2.9. FMS and the OEM shall not be bound by new information revealed through production engineering and costing reviews undertaken prior to manufacture or by new information revealed at the time of installation, assembly, and operation of the Equipment into service.
- 2.10. The Client indemnifies FMS, its officers, directors and employees from and against all claims, demands, losses, costs and expenses, damages, actions, suits or proceedings of any nature whatsoever for which FMS becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained resulting from any use of the Equipment or spare parts supplied by FMS to the Client by the Client or any other person.

3. Confidentiality

- 3.1. The Client must not (and must ensure that the Client's personnel do not) without the prior written approval FMS use any of either FMS or OEM's Confidential Information or disclose any of either FMS or OEM's Confidential Information.
- 3.2. The Client's obligation not to disclose Confidential Information without FMS's prior written approval does not apply to disclosure to the extent the Client is required to disclose the Confidential Information by law (including disclosure to any stock exchange or authority) or to its legal advisers, or to the extent the Client is required to disclose the Confidential Information to enable the Client to perform its obligations, or to make or defend any claim, under this Agreement.
- 3.3. Where the Client is entitled to disclose Confidential Information without the prior written approval of FMS under clause 3.2, it must provide written notice to FMS of such disclosure requirement (including details of the Confidential Information intended to be disclosed and the entity to whom disclosure is to be made). The Client must ensure as far as possible that any person to whom the Confidential Information is disclosed keeps the Confidential Information confidential in accordance with this clause 3.
- 3.4. Before making any disclosure pursuant to clause 3.3 above, the Client must give FMS details of the reasons for the disclosure and a copy of the information the Client proposes to disclose and make the amendments (if any) requested by FMS to the terms of disclosure.
- 3.5. The Client must, within seven (7) days after a direction by FMS to do so, return or destroy all Confidential Information in the Client's custody or control.

4. Warranty

- 4.1. All Equipment will be warranted against defects in workmanship, material and manufacture for a period and on the terms as set out in the FMS Warranty Documents attached to the quote.
- 4.2. The FMS Warranty does not apply to any Equipment that has been subject to misuse, neglect, accident and or operational/operator error.
- 4.3. This warranty does NOT cover freight costs, damage due to external causes, including accident, abuse, misuse, capacity overload, or repairing or modifying not authorized by FMS in writing.

- 4.4. This warranty becomes null and void when the product is misused or in any way materially altered without prior written approval by FMS.

5. Commissioning

This clause is only applicable where the Quotation specifically notes that commissioning applies.

5.1. Initial Commissioning

- (a) For each item of Equipment ordered by the Client, during the confirmed Commissioning Window, FMS will:
- (i) perform and complete the Commissioning Work at the Client's site and may undertake Commissioning Work at FMS's respective premises;
 - (ii) provide contractor and employee labour necessary to complete the Commissioning Work during the Commissioning Window;
 - (iii) provide the Client with an up-to-date copy of the standard OEM documentation and guides for the Equipment;
- (b) For each item of Equipment ordered by the Client, during the confirmed Commissioning Window, the Client will:
- (i) facilitate the travel arrangements and accommodation of FMS's Commissioning team, including third party contractors, to the Commissioning Site, where required; and
 - (ii) provide appropriate and safe commissioning space, including Site Induction for FMS employees and third-party contractors, for example, within the mobile Equipment maintenance workshop or build pad.

5.2. Commissioning Delays

If the Client does not take reasonable measures to facilitate the completion of the Commissioning Works within the Commissioning Window, additional charges may apply.

6. Equipment Modifications and Custom Requirements

- 6.1. Where the Client requires FMS to execute, additional modifications to the items set out in the Quotation, commissioning modifications or Equipment modifications, this additional work shall be subject to additional charges; and
- 6.2. Non-standard Equipment, OEM or modified Equipment pursuant to the Quotation and where FMS standard Equipment and or parts cannot be used, may incur additional safe Commissioning design charges.

7. Risk and Title

7.1. Risk borne by each party

- (a) FMS assumes risk for loss or damage to the Equipment item ordered by the Client until the Equipment has either been loaded onto the mode of transport for delivery (if Client has organised transport delivery) or has reached the Client point of delivery (if FMS has organised transport delivery);

- (b) FMS does not assume any risk for loss or damage or delay to the equipment provided by the Client;
- (c) The Client assumes the risk for loss or damage caused to the Equipment once the Equipment has been loaded onto the mode of transport for delivery (if Client has organised transport delivery) or has reached the Client point of delivery (if FMS has organised transport Delivery)

7.2. Retention of Title

Title to Equipment shall remain vested in FMS and shall not pass to the Client until the purchase price for Equipment has been paid in full and received by FMS.

7.3. Insurance

It is the obligation of the party bearing the risk to ensure adequate insurance for the Equipment

8. **Governing Law, Compliance, Intellectual Property and Disputes**

8.1. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Queensland.

8.2. Compliance with Laws

The Parties must (at their own cost) comply with all applicable Laws, policies and procedures in performing its obligations under the Agreement, including, but not limited to:

- (a) paying any fees and/or obtaining any licences, consents, permissions, and/or permits required from any third parties (including any government agencies);
- (b) those relating to health and safety;
- (c) any lawful directions given by the Client or authorised person in relation to the performance of its obligations under the Agreement; and
- (d) any testing required by end user or industry regulators outside of OEM standard testing regime is the responsibility of the Client;

8.3. Intellectual Property

- (a) FMS does not assign any right to the Client to use any drawings, and other technical information (intellectual property) provided by OEM manufacturers disclosed during the quote / tender process for any other purpose than to evaluate FMS's proposal. The Client is not to copy or forward any drawings or technical information to any other party other than the Client's employee representatives;
- (b) The Client agrees not to modify or reverse engineer OEM or FMS's Intellectual Property without explicit approval in writing;
- (c) The Client, or its service providers, will not create derivative Equipment for sale in the market based on FMS's and OEM's Intellectual Property. For avoidance of doubt, the Client may not use FMS's and respective OEM's Intellectual Property

to manufacture, build or replicate Equipment for its own use or that of third parties.

- (d) The Client authorises FMS to use it or its service providers Intellectual Property it has access to for the sole purpose of delivering the Equipment under this Agreement. By way of practical example only, is OEM support materials, where the Client authorises FMS to access the OEM support materials and manuals as needed in the same capacity that the Client can access these materials, for use in designing and modification of the Equipment.

9. Dispute Resolution

- 9.1. In the event either party to this Agreement alleges a breach of this Agreement, then before any legal proceedings or recovery action are instituted, the party alleging the breach (First Party) must first issue a written notice of dispute to the other party (Second Party) setting out the alleged breach, the amount (if any) in dispute, the action required, and the time within which the First Party requires the breach to be rectified (which must not be less than 14 days) (**Dispute Notice**).
- 9.2. If the dispute is not resolved within 14 days after the Dispute Notice is given to the other party or parties, the parties must endeavour to settle the dispute in connection with the Agreement by mediation. The mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties, and must be conducted in Mackay, Queensland. The Resolution Institute mediation and conciliation rules (at the date of this Agreement) as amended by this clause apply to the mediation, except where they conflict with this clause (in which case this clause shall prevail).
- 9.3. If the parties cannot agree upon the mediator and the mediator's remuneration within 7 days after referral to mediation, the chair of the Resolution Institute (**Principal Appointer**) or the Principal Appointer's nominee, acting on the request of any party to the dispute, shall appoint a mediator and determine the rate. The mediator's remuneration shall be borne by the parties to the dispute in equal shares. Each party must pay its own costs of the mediation.
- 9.4. Within 30 days of a mediator being appointed in accordance with clause 9.3 above, the parties are to attend a mediation conference in the presence of the mediator.
- 9.5. At the mediation conference, the parties are to attempt to resolve the dispute in good faith.
- 9.6. If the dispute is not resolved within 14 days after the mediation conference, a party may commence court proceedings in relation to the dispute.
- 9.7. To the extent that a party seeks to have a dispute resolved or determined in a different forum, including but not limited to a court, another party may apply to have that process or proceeding stayed and / or dismissed.
- 9.8. Nothing in this clause prevents the parties from commencing proceedings for urgent interlocutory relief where appropriate.

10. Invoicing and Payment

10.1. Invoicing

FMS invoices issued to the Client are payable within seven (7) days of issue.

10.2. Payment

- (a) The Client will pay FMS within the timeframe and upon the milestones (if any) as stated on the relevant Purchase Order or Quotation and unless stated otherwise, shall be 7 days from the receipt of a signed Purchase Order from the Client;
- (b) The Client must pay the amount as set out in the invoice including GST and where applicable withholding tax or any other applicable taxes;

10.3. Disputed Invoice

- (a) If the Client disputes any portion of an invoice (**Disputed Amount**), it must immediately notify FMS in writing with the reasons for the disputed amount. The Disputed Amount of the invoice shall be dealt with as set out in the Dispute provision however, Dispute of all or a portion of an invoice does not constitute a reason for the Client to withhold payment.

10.4. Late Payment

- (a) If any payment is not made according to the payment terms agreed, in addition to the sum due, a late payment interest charge will be applied at FMS's primary bank's overdraft rate with its bank, National Australia Bank plus 3% utilisation fee (compounded daily effective rate) of the invoice due for each day after the date due through and including the date paid.
- (b) If any payment due remains unpaid for a period of fourteen (14) days following the due date, FMS may declare all remaining unpaid sums in default and commence non-payment recovery actions.
- (c) Any costs incurred by FMS in the attempted or successful collection of late or non-payments will be recovered from the Client.

10.5. GST

- (a) Any expression used in this clause and which is defined in the "A New Tax System, (Goods and Service Tax) Act 1999" has the same meaning in this clause.
- (b) With the exception of any amount payable under this clause, unless otherwise expressly stated all amounts stated to be payable by the Customer are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with these Terms and Conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this document, subject to the provision of a tax invoice by the supplier to the recipient.

11. Rise and Fall

11.1. If FMS makes an adjustment to the Purchase Price in accordance with this clause:

- (a) the Client must pay those amounts as adjusted in accordance with the terms of any Agreement or these Terms and Conditions;
- (b) FMS must provide reasons for the price increase or decrease, acting reasonably;

- (c) provide the Client with reasonable evidence of any cost increase, acting reasonably

12. Default and Termination

12.1. Default

- (a) Where a Party (Defaulting Party) commits a breach of this Agreement, the other Party (Non-Defaulting Party) may serve a notice (Default Notice) pursuant to this clause providing details of:
 - (i) the breach; and
 - (ii) if the breach is capable of being remedied, the steps the Defaulting Party must take to remedy the breach and a reasonable time within which the breach must be remedied.
- (b) If the Defaulting Party does not remedy the breach in the manner, and by the time, specified in the Default Notice, the Non-Defaulting Party may terminate this Agreement upon further notice in writing to the Defaulting Party.
- (c) If the default is not capable of remedy, the Non-Defaulting Party may in the Default Notice notify the Defaulting Party that it is terminating this Agreement with immediate effect.

12.2. Cancellation of Order Charges

Cancellation charges will be payable in accordance with the Quotation and the Client acknowledges and agrees to these when signing the Purchase Order.

13. PPSA

- 13.1. For the purposes of this clause PPSA means the *Personal Property Securities Act 2009* (Cth), including any amendments, replacement and successor legislation, and all terms used herein have the same meaning as set out in that Act unless otherwise defined.
- 13.2. The Client acknowledges and agrees that to the extent that this Agreement provides for a “security interest” for the purposes of the PPSA and as such FMS is granted a Security Interest in the Equipment and the proceeds arising in respect of any dealing with the Equipment.
- 13.3. The Client further agrees that:
 - (a) the Equipment supplied FMS secures the payment of the Equipment and any other Equipment supplied by FMS;
 - (b) it will not register a Financing Change Statement in respect of a Security Interest contemplated or constituted by this Agreement without FMS’s prior written consent;
 - (c) it will not register or permit to be registered a Financing Statement or Financing Change Statement in relation to the Equipment in favour of a third party without FMS’s prior written consent;
 - (d) that the Equipment provided under this Agreement is collateral for the purposes of the PPSA;
 - (e) that this Agreement is a Security Agreement for the purposes of the PPSA;

- (f) it will do all the things necessary including providing all information FMS requires to register a Financing Statement or Financing Change Statement (as defined under the PPSA) on the PPS Register ('PPSR') as a Security Interest pursuant to the PPSA;
- (g) it will not change its name, ACN or ABN or other details required on the PPSR, without first notifying FMS;
- (h) it waives its rights to receive a verification statement in respect of any Financing Statement or Financing Change Statement in respect of the Security Interest created pursuant to these terms and conditions;
- (i) it must pay FMS's costs of any discharge or necessary amendment of any Financing Statement or Financing Change Statement;
- (j) unless otherwise agreed in writing the parties hereto agree not to disclose information of the kind referred to in section 275(1) of the PPSA to any interested person, or any other person requested by an interested person and the Client waives any right it may have but for this clause under section 275(7)(c) of the PPSA to authorise the disclosure of the above information; and
- (k) in the event that an Agreement is not executed by the Client, the delivery and use of the Equipment by the Client, or the delivery and operation of the Equipment by FMS shall constitute adoption or acceptance by the Client of the terms and conditions set out in the proposed Agreement.

13.4. The Client consents to FMS affecting and maintaining a registration on the Register (in any manner it considers appropriate) in relation to any Security Interest contemplated or constituted by this Agreement in the Equipment and the proceeds arising in respect of any dealing in the Equipment.

13.5. The Client agrees to sign any documents and provide all assistance and information to FMS required to facilitate the registration and maintenance of any Security Interest.

13.6. Section 115(1) of the PSSA allows for the contracting out of provisions of the PPSA and to the maximum extent permitted by law, the Client agrees that the following sections of the PPSA will not apply: Sections 95, 96, 121 (4), 125, 130, 132, 142 and 143.

13.7. Section 115(7) of the PSSA allows for the contracting out of provisions of the PPSA and to the maximum extent permitted by law, you waive any rights you may have pursuant to, and hereby contract out of the following sections of the PPSA: Sections 127, 129(2), 132, 134(2), 135, 136(3), (4) and (5) and 137.

14. Equipment Scope Variation and or Adding Additional Equipment

- (a) If FMS and the Client agree to a variation of the scope of any Agreement or the Client requests FMS to provide additional Equipment, a new quotation setting out the agreed variation(s) to the Equipment scope is required to be prepared by FMS.
- (b) The new quotation must set out the Equipment scope and pricing.
- (c) These Terms and Conditions are incorporated into any new quotation.

15. Chain of Responsibility Legislation

- (a) to the extent heavy vehicles are used in the performance of the Work the Client:
 - (i) acknowledges that it is a primary duty holder as a consignee and unloader under the COR Laws with responsibility for developing COR Systems;
 - (ii) must ensure that:
 - i. any heavy vehicles are appropriately maintained with loads that do not exceed vehicle mass or dimension limits and are appropriately secured;
 - ii. The operators carrying freight containers have valid Container Weight Declaration;
 - iii. Drivers to not exceed speed limits or regulated driving hours, do not drive while impaired by fatigue and observe minimum rest requirements;
- (b) Must provide reasonable assistance to the FMS's Representative to enable FMS (and any of FMS's personnel) to satisfy its duties and responsibilities under the COR Laws;
- (c) Must obtain and maintain, and ensure that each of its personnel or subcontractors obtains and maintains, all approvals required to enable the applicable activity, function or task to be undertaken lawfully;
- (d) Must undertake any audits or monitoring as reasonably requested by FMS to demonstrate compliance with this clause; and
- (e) Warrants that it is familiar with and has the capability and resources to comply with the COR Laws and ensure that its personnel and subcontractors comply with all COR Laws.