3.1.2. a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

3.2. The Customer may at any time agree to waive compliance with the requirement in Clause 3.1 by giving the Supplier notice in writing.

4. CUSTOMER'S OBLIGATIONS

4.1. The Customer will give the Supplier instructions as to its requirements for the Project. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Project.

5. SERVICE DELAY, DELIVERY & RECTIFICATION

Service Delivery

5.1. The Supplier will give the Customer full and clear instructions as to what, if any, Customer Materials it reasonably requires to perform the Project.

5.1.1 comply with all Law;

5.1.2 use all reasonable and proper skill and care in its performance of Project;

5.1.3 comply with all reasonable Customer instructions regarding the Project, as long as these instructions do not materially amend the Statement of Work (unless the amendment has been agreed in accordance with Clause 9.1);

5.1.4 keep Customer Materials under its control safe and secure and in accordance with any security policy provided by the Customer; and

5.1.5 provide all Deliverables by any dates set out in the applicable Statement of Work or any other date(s) agreed by the parties in writing.

Delay

5.2. If the Customer materially breaches its obligations in connection with this Contract (including its payment obligations), and consequently delays or prevents the Supplier from performing any of the agreed Services or providing any of the agreed Deliverables this will be a "**Customer Cause".** In the event of a Customer Cause, the Supplier will be granted an appropriate extension of time (to be approved by the Customer, acting reasonably) to perform the agreed Services or provide the agreed Deliverables. The Supplier will not be liable for any Losses incurred by the Customer as a result of Customer Cause, provided the Supplier complies with its obligations set out at Clause 5.4.

5.3. The Supplier must notify the Customer within two (2) Working Days of the Supplier becoming aware that the Customer has breached, or is likely to breach, its obligations in connection with this Contract. This notice must detail:

5.3.1 the Customer Cause and its actual or potential effect on the Supplier's ability to meet its obligations under this Contract, and

5.3.2 any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause.