

**Terms and Conditions for the Supply of Goods and Services
under Purchase Order Without Formal Agreement**

Contents

1.	GENERAL.....	2
2.	SUPPLY AND QUALITY OF GOODS AND/OR SERVICES	2
3.	RISK, TITLE AND INSPECTION.....	2
4.	PACKAGING AND DOCUMENTATION	2
5.	INSPECTION OF WORK AND RECORDS.....	2
6.	GOODS AND SERVICES DOCUMENTATION.....	3
7.	INVOICING AND PAYMENT	3
8.	DEFECTS LIABILITY PERIOD	3
9.	WARRANTIES	4
10.	TERMINATION.....	4
11.	INDEMNITY.....	5
12.	INSURANCE	5
13.	DISPUTES	5
14.	CONFIDENTIALITY.....	6
15.	VARIATIONS	6
16.	INTELLECTUAL PROPERTY RIGHTS	7
17.	PPSA	7
18.	TAXES	7
19.	ANTI-BRIBERY & CORRUPTION.....	7
20.	MODERN SLAVERY AND ANTI-MONEY LAUNDERING.....	7
21.	NOTICES.....	8
22.	GENERAL.....	8

Terms and Conditions for the Supply of Goods and Services ("Conditions")

1. GENERAL

- 1.1 These Terms and Conditions and the related purchase order (**Purchase Order**) constitute the whole of the agreement (**Agreement**) for the supply by the Supplier of the Goods and/or Services. If there is any inconsistency between the Purchase Order (including any "Special Conditions" set out therein) and these Terms and Conditions, then the terms of the Purchase Order will prevail to the extent of the inconsistency.
- 1.2 The commencement of performance of the obligations under this Agreement by the Supplier will constitute acceptance by the Supplier of the Agreement.
- 1.3 To the extent permitted by Law and to the extent the Supplier provides any terms and conditions to the Company in respect of the Goods and/or Services, those terms and conditions will be of no legal effect and will not constitute part of this Agreement, regardless of whether those terms and conditions are annexed to the Purchase Order, included in any consignment note or other delivery documentation or the Supplier otherwise purports to apply them to the transaction the subject of the Agreement and regardless of whether any representative of the Company signs those terms and conditions.

2. SUPPLY AND QUALITY OF GOODS AND/OR SERVICES

- 2.1 The Supplier must:
- (a) perform the Services and deliver the Goods in accordance with this Agreement with due expedition and without delay;
 - (b) deliver the Goods to the Delivery Point by the Delivery Date;
 - (c) perform the Services by the Delivery Date;
 - (d) obtain all applicable permits, licences, exemptions, consents and approvals required for the Supplier or the Supplier Personnel to supply the Goods and/or Services; and
 - (e) comply with, and ensure that the Supplier Personnel comply with, the Company's policies and rules, all Laws, good industry practice, and any lawful direction by the Company or its Related Bodies Corporate in respect of the supply of the Goods and/or Services.
- 2.2 The Supplier shall employ or cause to be employed in, upon or about the supply of the Goods and/or Services only such persons as are appropriately qualified, competent, skilled and experienced in their respective trades and callings to the degree ordinarily and reasonably expected.
- 2.3 If any of the Supplier Personnel do not comply with clause 2.1(e) whilst they are on the Company's Premises, then, upon request by the Company, the Supplier must at its cost remove the relevant Supplier Personnel responsible for the non-compliance from the Company's Premises.

3. RISK, TITLE AND INSPECTION

- 3.1 Title to and property in the Goods passes to the Company when the company pays for those Goods or upon delivery of the Goods to the Delivery Point (whichever occurs first). The Supplier warrants that full, clear and unrestricted title will be given to the Company clear of any encumbrances.
- 3.2 Risk in the Goods remains with the Supplier until delivery to the Delivery Point and acceptance by the Company.
- 3.3 Payment for the Goods and/or Services before inspection does not constitute acceptance of them. All monies paid by the Company to the Supplier prior to delivery, inspection and acceptance of the Goods will be deemed to have been paid on account and conditional upon, and subject to, the Goods being free of any defect or omission and acceptance of the Goods.

4. PACKAGING AND DOCUMENTATION

- 4.1 The Goods must be adequately and safely packaged by the Supplier according to the requirements (if any) detailed in the Purchase Order. If there are no such requirements detailed, the Goods must be packed in a manner that is consistent with all Laws and with good industry practice.
- 4.2 The Supplier will mark the number of the Purchase Order and the relevant destination of the Goods on the Goods, and on all shipping notices, bills of lading, tax invoices, packing slips, cart notes and other documents.

5. INSPECTION OF WORK AND RECORDS

- 5.1 The Company and its representatives shall have full and free access to the shops, factories or other places of business of the Supplier and its subcontractors at all reasonable times and with reasonable prior notice, in order that the Company may inform itself as to the general conditions and progress of the work covered by this Agreement and to witness any tests which may be required under this Agreement. No inspection by the Company shall be deemed to be an acceptance of the conditions then prevailing nor detract from the Company's right to reject Goods and/or Services not in accordance with this Agreement.
- 5.2 When requested by the Company, the Supplier will issue to the Company regular reports on the progress of the work.
- 5.3 The Supplier will maintain proper records relating to this Agreement for a period that is consistent with good industry practice and will make these available for inspection by the Company where reasonably required by the Company.

6. GOODS AND SERVICES DOCUMENTATION

- 6.1 The Supplier will submit to the Company drawings, design calculations, material safety data sheets, wiring diagrams, spares lists, bills of material, code certificates, manufacturing reports, installation operation and maintenance manuals and any such other information or data as the Company may reasonably request or require.
- 6.2 The Company's approval or otherwise of the Supplier's drawings will be signified by the return to the Supplier of one copy suitably endorsed. If the Company does not approve or only gives qualified approval to such drawings, the Supplier will submit amended drawings to the Company.
- 6.3 Subject to clause 6.4, where the Company has approved drawings in accordance with this clause 6, the Supplier must manufacture or supply Goods in accordance with the drawings approved by the Company.
- 6.4 The Company's approval of the drawings will in no way relieve the Supplier of the responsibility for the correctness of the drawings or for errors in the preparation or supply of those drawings. Such approval is given as approval in principle only and is not to be construed as meaning approval of the Supplier's design in detail.

7. INVOICING AND PAYMENT

- 7.1 The fee payable by the Company to the Supplier for the Goods and/or Services will be the Fee set out in the Purchase Order. The Supplier shall not be entitled to any remuneration, reimbursement or payment of any other amount in respect of the provision of the Goods and/or Services.
- 7.2 The Supplier shall submit an Invoice to the Company immediately or at least by the end of each calendar month for the Goods and/or Services supplied in that month. If requested by the Company the Supplier must provide the Invoice using an electronic invoicing system specified by the Company.
- 7.3 The Invoice must set out:
 - (a) particulars of all Goods and/or Services supplied by the Supplier during the relevant period;
 - (b) the amount payable by the Company in respect of those Goods and/or Services and particulars of how such amount was calculated;
 - (c) the number of the Purchase Order to which the Invoice relates; and
 - (d) any further information stipulated in any Law relating to GST, or by the Company, to enable the Company to claim an input tax credit.
- 7.4 The Company will (subject to the Goods and/or Services having been satisfactorily received or completed, including without defect, and accepted by the Company, and subject to the prompt issuance of the Invoice to the Company) pay the amount properly invoiced by the Supplier (except to the extent that the Invoice is in dispute):
 - (a) within 14 days from receipt of the invoice where the Supplier is a small business supplier within the meaning of the *Payment Times Reporting Act 2020* (Cth); and
 - (b) otherwise within 30 days from the end of the month in which the Invoice has been issued.
- 7.5 The Company may deduct from such amount as may be due and payable by the Company pursuant to this Agreement, any amounts payable by the Supplier to the Company.
- 7.6 Where the Company believes it is required by any Law to withhold or deduct any Withholding Amount from any payment due to the Supplier, the Supplier authorises the Company to withhold or deduct the Withholding Amount.

8. DEFECTS LIABILITY PERIOD

- 8.1 As soon as reasonably practicable after being given written notice by the Company during the Defects Liability Period that the Company considers (acting reasonably) that there are any defects or omissions in any of the Goods and/or Services, the Supplier will rectify such defects or omissions at its own cost. If the Supplier fails to make good the defective Goods and/or Services within the period stipulated by the Company, the Company may itself make good the defective Goods and/or Services at the Supplier's cost and the Supplier must reimburse such costs on demand from the Company.

9. WARRANTIES

9.1 The Supplier warrants that:

(a) in the case of Goods:

- i . they match the description in the Purchase Order;
- ii . they are new, of merchantable quality and free from defect or fault;
- iii . they are fit for their intended purpose;
- iv . workmanship and materials used by the Supplier, and Goods supplied pursuant to this Agreement, will be in strict accordance with drawings, specifications, samples, relevant Australian standards and codes, good industry practice and Laws;
- v . the Company will have the full benefit of any manufacturer's warranties;
- vi . the Goods and their use by the Company will not infringe any Intellectual Property Rights and the Supplier agrees to indemnify the Company against all costs and liabilities resulting from any infringement or alleged infringement;
- vii . the Goods will be capable of operating satisfactorily and safely in the environment to which they will be exposed; and

(b) in the case of Services:

- i . they match the description in the Purchase Order;
- ii . they will be provided to standards of skill and care normally exercised by qualified and experienced professional or tradespersons in the performance of similar services;
- iii . they are free from defect or fault; and
- iv . they will comply with relevant Australian standards and codes, good industry practice and Laws.

9.2 Without limiting any other remedies available to the Company, if, in the reasonable opinion of the Company, any part of the Goods and/or Services are not in accordance with the requirements of this Agreement (including, without limitation, the warranties in clause 9.1), the Supplier must, at the Company's discretion, promptly re-supply or remedy the Goods and/or Services to the Company's reasonable satisfaction and at no additional cost to the Company. If the Supplier fails to make good the defective Goods and/or Services within the period stipulated by the Company, the Company may itself at its discretion have the defective Goods and/or Services re-supplied or remedied at the Supplier's cost.

10. TERMINATION

10.1 The Company may, for its own convenience, terminate this Agreement by giving 7 days' notice in writing to the Supplier.

10.2 Either party may terminate this Agreement (without prejudice to any other rights) immediately by notice in writing to the other party if:

- (a) that other party is in breach of a material term of this Agreement and has failed to remedy that breach within 14 days after receiving written notice of the breach; or
- (b) that other party commits an act of bankruptcy or insolvency or makes or endeavors to make any scheme of arrangement with its creditors, or if any order appointing a receiver, receiver and manager or administrator or for the winding up of that other party (whether voluntary or otherwise) is made in any court of competent jurisdiction.

10.3 If the Agreement is terminated in accordance with this clause 10 or clause 19, then the Supplier is entitled to:

- (a) amounts due by the Company to the Supplier for the Goods and/or Services actually provided prior to the date of termination; and
- (b) actual costs the Supplier is not otherwise able to recover or mitigate, incurred by the Supplier solely as a result of the termination for:
 - i . materials already purchased by the Supplier solely for the provision of Goods; and
 - ii . removing the Suppliers equipment (if any) from the Company's Premises, back to its place of origin,

10.4 Upon termination of this Agreement under this clause 10 or clause 19 the Supplier will have no further rights or Claims against the Company other than as set out in this clause 10, however termination will be without prejudice to any rights which either party may have against the other arising out of or connected with this Agreement prior to the date of termination.

10.5 Any termination under this clause 10 or clause 19 will not prejudice any right of the Company to recover from the Supplier damages for any breach and will not affect the indemnities given in this Agreement which indemnities will survive termination

of this Agreement.

11. INDEMNITY

11.1 The Supplier indemnifies the Company and the Company Personnel in respect of all Liabilities incurred by or awarded against them in connection with:

- (a) loss of or damage to property, death or personal injury of any person;
- (b) claims by third parties; and
- (c) fines, penalties and other sanctions imposed by a court, tribunal, regulator or other governmental authority under any Laws,

caused or contributed to by the Supplier or Supplier Personnel or by any breach of this Agreement by the Supplier, except to the extent that such Liabilities have been caused or contributed to by the wilful default or unlawful or negligent act or omission of the Company.

11.2 Neither party shall be liable to the other for Consequential Loss. To the extent permitted by law, the Company's liability to the Supplier arising out of or in connection with this Agreement is limited to the total Fee paid or payable by the Company under this Agreement.

12. INSURANCE

12.1 The Supplier must, at its sole expense, purchase and maintain the following minimum insurance:

- (a) public and product liability insurance with coverage for an amount of not less than \$10,000,000 for each and every claim;
- (b) Worker's Compensation or Employer's Liability insurance in compliance with any applicable laws. If there is no statutory requirement, with coverage for an amount of not less than \$10,000,000 for each claim in the aggregate;
- (c) if the Agreement requires the Supplier to use or provide for use of motor vehicles, motor vehicle insurance with coverage for an amount of not less than \$10,000,000 for each and every claim;
- (d) if the Agreement requires the Supplier to provide professional advice or services, professional liability insurance with coverage for an amount of not less than \$5,000,000 for each claim and in the aggregate; and
- (e) if the Agreement requires the Supplier to use or provide any plant or equipment for use on Company's Premises (including the hire of items to the Company), insurance covering all loss and damage to such plant and/or equipment, with coverage for an amount not less than 100% of replacement value.

12.2 The Supplier must provide the following coverage endorsements for each category of insurance noted above except in the case of the insurance in clauses 12.1(b) and 12.1(d) to:

- (a) include the Company and its personnel as additional insureds;
- (b) include a cross liability clause, so each party comprising the insured will be considered as a separate entity and the insurance applies as if a separate policy has been issued to each party;
- (c) waive all express or implied rights of subrogation against the Company and its personnel, unless prohibited by law; and
- (d) provide that a breach of a condition or term of insurance by one insured will not adversely affect the cover provided to another insured under the policy.

12.3 Any worker's compensation insurance policy issued under Australian law, must to the extent allowed at law, provide that the Company is recognised as principal and will include a principal's indemnity extension for statutory benefits and at common law in favour of the Company. Such extension must also provide a waiver of subrogation from the insurer to the Company including statutory benefits and common law.

12.4 The Supplier will provide to the Company certificates of currency and endorsements upon request.

12.5 The Supplier must ensure that its subcontractors have the benefit of or maintain insurances similar to those set out in this clause.

13. DISPUTES

13.1 If a dispute or difference arises between the Supplier and the Company in respect of any fact, matter or thing arising out of, or in any way in connection with the Goods and/or Services or this Agreement (**Dispute**), the Dispute must be determined in accordance with the procedure in this clause 13.

13.2 Where a Dispute arises, either party may give a notice to the other party specifying the details of the Dispute.

- 13.3 If a notice of Dispute is given under this clause 13, then the Dispute is to be referred to senior representatives of the parties, who must meet and undertake genuine and good faith negotiations with a view to resolving the Dispute within thirty (30) days after the date of the notice of Dispute.
- 13.4 If the representatives cannot resolve or agree upon a procedure to resolve the dispute or difference within the time specified in clause 13.3, either party may commence legal proceedings in an appropriate court to resolve the dispute or difference.
- 13.5 Notwithstanding any Dispute, the Supplier shall continue to supply the Goods and/or Services in accordance with this Agreement without prejudice to its position in respect of such Dispute.
- 13.6 Nothing in this clause 13 will prejudice the right of a party to seek urgent injunctive, interlocutory or declaratory relief.

14. CONFIDENTIALITY

- 14.1 The parties must keep confidential all information of a confidential or commercially sensitive nature of the other party acquired as a result of or in connection with this Agreement.
- 14.2 Clause 14.1 does not apply to:
- (a) information after it becomes generally available to the public other than as a result of the breach of this clause 14.1 or any other obligations of confidence imposed on the receiving party;
 - (b) the disclosure of information in order to comply with any Law or legally binding order of any court, government agency or recognised stock exchange, provided that prior to such disclosure the party proposing to disclose the information gives notice to the other party with full particulars of the proposed disclosure; or
 - (c) the disclosure with the prior written consent of the party to whom the information belongs to.
- 14.3 The Supplier shall not advertise, publish or release, except as required by Law, information or statements to the media or the public concerning this Agreement or the operations of the Company, without the prior written agreement of the Company.

15. VARIATIONS

- 15.1 The Supplier must only perform Variations as directed in writing by the Company. No Variation will vitiate this Agreement, regardless of the extent or timing of the Variation.
- 15.2 If the Company wants to vary any Purchase Order:
- (a) the Company must make a request to the Supplier in writing, setting out the proposed Variations;
 - (b) within fourteen (14) days after receiving the Company's request, the Supplier must respond in writing to the Company specifying what impact the proposed Variations will have on:
 - i . the Fee, provided that if a schedule of rates applies under the relevant Purchase Order, the Supplier must (to the extent those rates are applicable to the work the subject of the Variation) apply those rates, or otherwise take those rates into account in specifying the impact of the variation;
 - ii . the Goods and/or Services; and
 - iii . the Supplier's ability to perform its obligations under this Agreement (including its ability to deliver the Goods and/or supply the Services by the Delivery Date);
 - (c) within fourteen (14) days after receiving the Supplier's response, the Company must give the Supplier a written notice accepting or rejecting the response; and
 - (d) the Company may, in its absolute discretion, direct a Variation following receipt of the Supplier's response under this clause 15.2 or may elect not to direct a Variation. If the response is accepted, the Company must prepare and provide the Variation to the Supplier for execution.
- 15.3 If the Supplier considers that a direction given by the Company constitutes a Variation, it must provide written notice to the Company before commencing any work and not more than five (5) days after the relevant direction. The Company will (acting reasonably) either:
- (a) confirm in writing that the direction is a Variation, in which case, clause 15.2 will apply; or
 - (b) reject the notice and the Supplier must comply with the direction without any entitlement to an extension of time or additional costs.
- 15.4 If the Supplier fails to give a notice in accordance with clause 15.3, then the Supplier will have no claim against the Company.
- 15.5 Any Variation in the Goods and/or Services takes effect from the date on which the Company directs the Variation.
- 15.6 The Supplier is not entitled to any payment in respect of loss of profit or overheads for any omitted part or parts of the Goods and/or Services. If a Variation results in a reduction of the time required for the supply of the Goods and/or Services, the

Company may determine a reasonable reduction and revise the Delivery Date by notice to the Supplier.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 All Intellectual Property Rights belonging to a party prior to the date of the Purchase Order shall remain vested in that party.
- 16.2 The Supplier grants, and shall ensure that each of its sub-contractors grant, to the Company a royalty-free, non-exclusive, transferable, irrevocable and worldwide licence (including a right to sub-licence) to use and reproduce the Supplier's Intellectual Property Rights to the extent necessary to receive and use the Goods and/or Services.
- 16.3 The Intellectual Property Rights subsisting in the Bespoke Materials shall vest in the Company unconditionally and immediately on their creation.
- 16.4 The Company grants to the Supplier a royalty-free, non-exclusive licence (including a right to sub-licence) to use, reproduce, modify, adapt and develop the Bespoke Materials solely for the purpose of performing its obligations under this Agreement.
- 16.5 The Supplier warrants that to the extent that it uses or proposes to use any Third Party Intellectual Property Rights in the provision of the Goods and/or Services, or to the extent the Company will use or might propose to use any Third Party Intellectual Property Rights in the use and enjoyment of the Goods and/or Services:
- (a) it has obtained, or will obtain at no further cost to the Company, from the relevant third party all necessary licences and consents, or assignments of, such Third Party Intellectual Property Rights, for the Company to use; and
 - (b) that the Company will not breach any of the licences or assignments referred to in clause 16.5(a).
- 16.6 The rights and obligations under this clause 16 survive termination or expiry of this Agreement.

17. PPSA

- 17.1 Terms in this clause 17 have the same meaning as in the PPSA unless the context indicates otherwise.
- 17.2 Unless expressly permitted by this Agreement, the Supplier must not, without the prior written consent of the Company:
- (a) create any security interest over any of the Company's personal property which has priority over security interests granted in favour of the Company; or
 - (b) sell or dispose of the Company's personal property.

18. TAXES

The Supplier will pay all Taxes of every kind applicable to the performance of this Agreement and will reimburse the Company on demand if the Company pays any such Taxes except as otherwise provided in relation to GST.

19. ANTI-BRIBERY & CORRUPTION

- 19.1 The Supplier agrees that it has not and will not, directly or indirectly, offer, promise, authorise, solicit, pay, or give anything of value (including money) to:
- (a) influence any acts, decisions, or omissions made by any Government Official to obtain or retain business or secure an improper business advantage;
 - (b) induce any individual to act improperly in violation of his or her duty; or
 - (c) induce any Government Official, or any other individual, to use his or her influence with a government, instrumentality, or private entity to commit an improper act or to obtain or retain business.
- 19.2 The Supplier must notify the Company in writing as soon as practical after it becomes aware of any actual or potential breach of clause 19.1. Such notice must set out full details of the circumstances concerning the actual or potential breach of clause 19.1.
- 19.3 The Supplier must provide the Company with all information reasonably requested by the Company in connection with the Supplier's compliance with clause 19.1.
- 19.4 If the Company believes, acting reasonably, that the Supplier is acting or has acted in breach of clause 19.1, the Company may terminate this Agreement (without prejudice to any other rights) immediately by notice in writing to the Supplier and clauses 10.3 to 10.5 apply.

20. MODERN SLAVERY AND ANTI-MONEY LAUNDERING

- 20.1 The Supplier must:
- (a) comply with Modern Slavery Laws; and
 - (b) not do anything that would put the Company in breach of Modern Slavery Laws.

- 20.2 The Supplier must comply at all times with AML Law.
- 20.3 The Supplier must, and must ensure that its subcontractors, comply with the Supplier Minimum Requirements in the supply and performance of the Goods and/or Services.
- 20.4 The Supplier must notify the Company in writing as soon as practical after it becomes aware of any actual or potential breach of clauses 20.1, 20.2 or 20.3. Such notice must set out full details of the circumstances concerning the actual or potential breach of clauses 20.1, 20.2 or 20.3.
- 20.5 The Supplier must provide the Company with all information reasonably requested by the Company in connection with the Supplier's compliance with clauses 20.1, 20.2 and 20.3.

21. NOTICES

- 21.1 A notice or other communication to a party under this Agreement (Notice) must be in writing, signed by an authorised representative of the sending party and delivered by hand, or sent by email or pre-paid post to the relevant address specified in the Purchase Order or such other address as that party may have notified to the other party.
- 21.2 A Notice will be effective:
 - (a) if delivered by hand, at the time of delivery;
 - (b) if sent by email, at the time of transmission unless transmitted after the close of normal business hours or on a non-business day in which case it is effective on the next business day following the date of sending; or
 - (c) if sent by post, in the third business day after the date of posting.

22. GENERAL

- 22.1 This Agreement is governed by the law applying in the Jurisdiction. The parties submit to the non-exclusive jurisdiction of the courts having jurisdiction in the Jurisdiction.
- 22.2 The application of the Sale Of Goods (Vienna Convention) Act 1986 (WA) is excluded.
- 22.3 The Supplier will be an independent contractor and shall not be considered an employee, partner or agent of the Company for any purpose whatsoever.
- 22.4 The Supplier must not, without the prior written consent of the Company, assign or subcontract any portion of the Agreement or make any contract with any person for the execution of any portion of the work except for the supply of raw materials and minor items. No subcontract is to contain any terms which are inconsistent with this Agreement.

23. DEFINITIONS

In this Agreement unless the context otherwise requires:

AML Law means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2007* (Cth).

Bespoke Materials means the concepts, operating manuals and processes, and other items in which Intellectual Property Rights subsist, which are developed by the Supplier or any of the Supplier Personnel in the performance of the Supplier's obligations under this Agreement.

Company means the Company specified in the Purchase Order.

Company Personnel means the Company's directors, officers, employees, agents or contractors.

Company's Premises means premises which are owned or occupied by the Company or any of its Related Bodies Corporate.

Claim means any action, suit, claim, demand, cause of action, proceeding, notice, defunct or set-off for any present or future liability whether based on contract, equity, tort (including negligence and negligent misstatement), statute, for unjust enrichment, restitution or otherwise.

Consequential Loss means special, incidental, indirect, punitive, aggravated or consequential damages, including loss of profits, loss of reputation, loss of revenue, loss of production, loss or denial of opportunity and/or loss of goodwill.

Defects Liability Period means the defects liability period as set out in the Purchase Order. If no defects liability period is stated in the Purchase Order, then a period of 12 months from the date of delivery of the Goods or 12 months from the date on which a service is last performed or, in the case where a defect has been rectified, 12 months from when the rectification was carried out.

Delivery Date means the delivery date as set out in the Purchase Order.

Delivery Point means the delivery point as set out in the Purchase Order.

Dispute has the meaning given in clause 13.1 of this Purchase Order.

Fee means the fee described in the Purchase Order.

Force Majeure means an event of cause which is beyond the control of the party claiming force majeure, not able to be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives with the intention of avoiding the effects of the force majeure by that party, and which could not have been reasonably foreseen, and is limited to:

- (a) an act of God (other than adverse weather);
- (b) named cyclones, fire, flood, epidemics; or
- (c) acts of war, acts of public enemies, terrorist acts, riots, nation-wide industrial action, or civil commotions.

Goods means the goods described in the Purchase Order.

Government Official means any person employed by, associated with, or acting on behalf of a:

- (a) governmental authority, including in a State or Federal jurisdiction in Australia; or
- (b) political party (including an official or candidate).

GST has the meaning given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all rights in and relating to copyright, trademarks, patents, design, moral rights, database rights and any other like rights (whether registered or unregistered), including rights to registration of such rights, and rights to protect confidential information, know-how and trade secrets and any equivalent or similar forms of protection existing anywhere in the world.

Invoice means a valid tax invoice submitted by the Supplier to the Company, which meets the requirements of clauses 7.2 and 7.3 of this Agreement.

Jurisdiction means the jurisdiction specified in the Purchase Order.

Law means legislation including regulations, by-laws, orders, awards and proclamations with which a party is legally required to comply, common law and equity (if applicable), guidelines, consents, certificates, licences, permits and approvals with which a party is legally required to comply.

Liabilities means any losses, damages, fines, penalties, costs, expenses or other liabilities.

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth), Divisions 270 and 271 of the *Criminal Code 1995* (Cth), and any other analogous anti-modern slavery laws or regulations in force in Australia.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Related Body Corporate has the meaning it has in the *Corporations Act 2001* (Cth).

Services means the services described in the Purchase Order.

Supplier means the supplier specified in the Purchase Order.

Supplier Personnel means the Supplier's directors, officers, employees, agents or contractors.

Supplier Minimum Requirements are the Company's minimum business conduct requirements for its suppliers, as published by the Company from time to time and notified to the Supplier.

Taxes means any and all present and future sales, use, personal, property, real property, value added, goods and services, GST, turnover, stamp, documentary, interest equalisation, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than taxes on Company's net income) by any government, governmental, semi-governmental or other relevant authority, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed or otherwise payable.

Third Party Intellectual Property Rights means the Intellectual Property Rights of any third party.

Variation means any change to the scope of the Goods and/or the Services, including any addition to, reduction in, omission from or change in the character, quantity or quality of the Goods and/or the Services.

Withholding Amount means the amount that the Company is required by law to withhold or deduct with respect to this Agreement in relation to any payment of Fee.