

1. Definitions

- 1.1. In this Purchase Order:
- a) **Acceptance** of the Goods occurs when the goods have been inspected to the satisfaction of the Purchaser after delivery and unpacking or following the installation of the goods into plant or premises and for Services means the time the services have been completed to the satisfaction of the Purchaser and accepted.
 - b) **Anti-Slavery Laws** means:
 - I. Division 270 and 271 of the Criminal Code Act 1995 (Cth); and
 - II. the Modern Slavery Act 2018 (Cth); and
 - III. any other Relevant Law which prohibits exploitation of a worker, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), and is applicable in the jurisdiction in which the Purchaser and the Supplier are registered or conduct business or in which activities relevant to this Contract are to be performed.
 - c) **Contract** means a Purchaser originated executed agreement for the supply of goods and services as specified in this Order.
 - d) **Delivery Address** is the address stated against 'Deliver To' on the front sheet of the Purchase Order.
 - e) **Delivery Date** is the relevant date(s) stated under 'Deliver Date' on the front sheet of the Purchase Order.
 - f) **Goods** mean the articles, goods, material or parts thereof to be supplied as specified in the Purchase Order.
 - g) **GST** has the same meaning as in the GST Act.
 - h) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - i) **Purchase Order** means the written purchase order issued by the Purchaser to the Supplier.
 - j) **Relevant Law** includes orders and awards of any Government Authority, legislation, ordinances, rules, guidelines, regulations, by-laws and proclamations that may be applicable in connection with the performance of any work under the Contract.
 - k) **Services** mean the services to be performed as specified in the Purchase Order.
 - l) **Standard Terms** means these Purchase Order – Standard Terms
 - m) **Supplier** means the person named on the Purchase Order who is to supply the Supplies to the Purchaser, and where the Supplier includes more than one person, those persons jointly and severally.
 - n) **Supplies** mean the Goods and/or Services.

2. The Agreement

- 2.1. Upon the Supplier's acceptance of a Purchase Order, the Supplier agrees to comply with its Standard Terms.
- 2.2. The Supplier acknowledges and agrees that the terms and conditions provided in this Purchase Order will only apply if the Supplier does not already have a Purchaser originated Contract executed that would be deemed applicable for the goods and service provided under this Purchase Order. In such instances, the terms of the executed agreement shall govern the supply of goods and services as specified in this Order.
- 2.3. If there is any inconsistency between the Purchase Order and the executed agreement, the Agreement prevails to the extent of that inconsistency.

3. Engaging the Supplier

- 3.1. When requesting a Supplier to provide a quotation, neither the Purchaser's request for a quotation nor a quotation provided by the Supplier forms a contract or any other agreement between the Purchaser and the Supplier.
- 3.2. If the Purchaser accepts a quotation, it will issue a Purchase Order to the Supplier.

4. General Supplier Obligations

- 4.1. The Supplier must supply everything necessary for the proper provision of the Goods / Services which includes being:
 - a) to the reasonable satisfaction of the Purchaser;
 - b) in accordance with the executed agreement if in place;
 - c) with due skill, care, diligence and to a high professional standard; and
 - d) in accordance with all applicable laws (including but not limited to laws in relation to work health and safety and the environment) and relevant Australian standards.
- 4.2. The Supplier:
 - a) must ensure when performing its obligations under the Purchase Order and/or executed agreement that it complies with all applicable Anti-Slavery Laws;
 - b) must provide, at its cost, all reasonable assistance (including the provision of information and access to documents, personnel and contractors) that the Purchaser may require to enable the Purchaser to comply with its obligations under the Anti-Slavery Laws;
 - c) be willing to prepare, document and implement a corrective action plan to address any failure by the Supplier to comply with clause 4.2, or to mitigate the risk, damage or potential damage arising from the Modern Slavery breach, including the termination of any relationship between the Supplier

and any person(s) involved in the contravention of the Anti-Slavery Laws.

5. Supply of Goods

- 5.1. The Goods to be supplied or performed by the Supplier are described in the Purchase Order.
- 5.2. Time is of the essence in relation to the Supplier's performance of the Purchase Order.
- 5.3. The Supplier must package the goods to ensure their secure and safe delivery to the nominated location at the correct time.
- 5.4. The Supplier warrants that the Goods will:
 - a) conform precisely in quality, quantity, specifications and descriptions with the Purchase Order and any drawings, plans, specifications or other description included with the Purchase Order, including any samples of Goods inspected by the Purchaser;
 - b) be of desired quality and free from defects;
 - c) comply with all applicable Law and relevant standards and at the Supplier's cost the Supplier must obtain all necessary licences, permits or authorities required in connection with the performance of this Purchase Order;
 - d) be free of from all liens, charges and encumbrances of any kind and must be the property of the Supplier;
 - e) in respect to the manufacture, supply and use of the Goods, not infringe any patents, trademark, design, copyright, confidentiality agreement or any third party's intellectual property rights in Australia or elsewhere;
 - f) delivered with the necessary documentation (such as operating or installation manuals, manufacturer warranties and reference materials); and
 - g) pass title to the Purchaser upon delivery.
- 5.5. The Purchaser, acting reasonably, may reject any Goods that have not been supplied in accordance with the Purchase Order. Where the Purchaser rejects any Goods, the Purchaser may direct the Supplier to promptly rectify any defects or re-supply any Goods at no additional cost to the Purchaser and the Supplier must promptly comply with such directions from the Purchaser.

6. Delivery and Acceptance of Goods

- 6.1. Unless agreed otherwise in writing by the Purchaser, the Supplier must supply and deliver the Goods to achieve the Acceptance by the agreed delivery date.
- 6.2. The Purchaser may inspect the Goods at any time prior to acceptance and reject any Goods found not to be in accordance with the Purchase Order. After Acceptance the Purchaser may reject any Goods for any non-conformity with the Purchase Order which could not have been discovered by reasonable inspection before acceptance.
- 6.3. The Purchaser will not be liable to pay for any rejected Goods or for any damage or costs arising from inspection or rejection of Goods.
- 6.4. If the Purchaser rejects any Goods, the Supplier must, without prejudice to the Purchaser's rights otherwise arising under the Purchase Order, Contract or at law, comply with a requirement of the Purchaser to:
 - a) replace, without cost to the Purchaser, the rejected Goods with Goods complying in all respects with the Purchase Order;
 - b) refund any payment for the rejected Goods; or
 - c) repair the Goods, on site or otherwise, to the satisfaction of the Purchaser; and, in the case of (a) or (b), remove the rejected Goods at the Suppliers expense. Without additional cost to the Purchaser, the Supplier must provide access to premises and all other necessary assistance for the Purchaser's representatives to inspect the manufacture of the Goods.
- 6.5. If the Purchaser requires the Supplier to submit samples of Goods, the Supplier must not proceed to bulk manufacture until the Purchaser has approved the samples in writing.

7. Supply of Services

- 7.1. Where the Purchase Order relates to the supply of Services, the Supplier must:
 - a) ensure that it perform the services with due care, requisite skill, in a professional and diligent manner expected of a person experienced in performing the same or similar services;
 - b) meet relevant Australian standards when performing services;
 - c) supply everything necessary for the proper performance of the Supplier's obligations; and
 - d) perform the Services to the Purchaser's reasonable satisfaction.

8. Delay

- 8.1. The Supplier must give immediate notice to the Purchaser upon becoming aware of any event or circumstance likely to delay supply, delivery or performance of Goods by the delivery date.
- 8.2. The Purchaser is entitled at any time in its absolute discretion to grant a reasonable extension of time to the delivery date, depending on the circumstances for the delay.
- 8.3. The Supplier must take all practical steps to avoid or minimise and delay to the supply and acceptance of Goods by the delivery date.

9. Warranty

- 9.1. In addition to the warranties set out in clause 5.4 and without limiting any other warranty given by the Supplier, if the Purchaser gives notice of any defect or omission discovered in the Supplies, the Supplier must correct that defect or omission without delay and at no cost to the Purchaser.
- 9.2. The Supplier must meet all costs of, and incidental to, the discharge of warranty obligations, including any packing, freight, disassembly and reassembly costs.

10. Price and Payment

- 10.1. Unless otherwise agreed, the Price includes all costs associated with the provision of the goods and services under the Order (including all labour, packaging, delivery, waiting time, all Government taxes, duties and charges, including GST and any other expenses).
- 10.2. All prices in the Purchase Order are firm and not subject to rise and fall or escalation.
- 10.3. It is a precondition to the Supplier in submitting an invoice, the Supplier has performed its obligations in accordance with the Purchase Order including these Standard Terms.
- 10.4. The Supplier will invoice Purchaser within 7 days after acceptance of the Goods / Services.
- 10.5. Unless otherwise agreed, all invoices must be a proper tax invoice and include the number of the Purchase Order and the Supplier's registration number and must be in Australian currency.
- 10.6. The Purchaser will pay the Supplier the amount due under a correct invoice within 30 days after the date of receipt of a correctly rendered invoice.
- 10.7. The Purchaser is not liable to pay amounts in respect of any goods or services which Purchaser reasonably determines as not being provided in accordance with the terms of this Order. Where the Purchaser reasonably, queries or disputes an amount included in an invoice, the Purchaser does not have to pay the relevant portion of the invoice until the query or dispute is resolved.
- 10.8. The Purchaser reserves the right to set off any amount owing under the Contract against any amount due by the Supplier to the Purchaser for any reason whatsoever under the Contract. This does not limit the Purchaser's right to recover those amounts in other ways.
- 10.9. The Supplier is solely responsible for payment of all taxes and taxation obligations imposed on the Supplier arising directly or indirectly from the provision of the Services (including, without limitation, income tax).
- 10.10. PLC may withhold tax from payments to the Supplier if required to do so by legislation.

11. Changing or Cancelling an Order

- 11.1. The Purchaser may change or cancel a Purchase Order by notifying the Supplier prior to delivery of the goods and services.
- 11.2. The Supplier agrees to do everything reasonably possible to promptly mitigate any costs incurred by the Supplier as a result of the Purchaser's change or cancellation to an Order.
- 11.3. If the Purchase Order is cancelled or partially terminated prior to the delivery of the goods and service, the Purchaser will be liable only for:
 - a) payments for the Supplies rendered before the effective date of termination; and
 - b) reasonable costs supported by evidence incurred by the Supplier and directly attributable to the cancellation or partial termination of the Purchase Order.

12. Termination for Insolvency or Breach

- 12.1. In the event that:
 - a) the Supplier fails to comply with its obligation under the Purchase Order where that breach is not capable of remedy;
 - b) the Supplier breaches any provision of the Purchase Order and/or Contract where that breach is capable of remedy and fails to remedy the breach within 7 days after receiving notice requiring it to do so; and/or
 - c) In the Purchaser's opinion, the Supplier is or likely to become insolvent, bankrupt, wound up, unable to pay its debts when due or subject to administration, receivership, creditor action, or court proceedings relating to its financial affairs.
 then the Purchaser, may at its sole discretion, terminate the Purchase Order.
- 12.2. Where, before termination of the Purchase Order under this clause 12, the Purchaser has made any payment in advance on account of the contract price to the Supplier, the total amount of that payment must be repaid by the Supplier to the Purchaser on termination and if not repaid is recoverable by the Purchaser from the Supplier as a debt.
- 12.3. Upon termination under this clause:
 - a) the Purchaser will only be liable for those amounts which become payable for goods supplied or performed and accepted by the Purchaser as at the date of termination;
 - b) all rights of the Supplier granted under the Purchase Order will terminate and the Supplier must cease to use the Purchaser's Material(s) in any manner whatsoever. The Supplier must deliver up to the Purchaser all copies of the

Purchaser's Material(s) in the possession, custody or control of the Supplier; and

- c) the Purchaser's rights to remedies or to recover damages are not affected.

13. Confidentiality

- 13.1. The Supplier must keep confidential all Confidential Information which the Supplier receives or comes across in the process of performing its obligations under the Purchase Order, unless:
 - a) such disclosure is required by law or consented to by the Purchaser; and/or
 - b) the information is disclosed to the Supplier's employees or professional advisers on a need-to-know basis solely for the purposes of the Purchase Order.
- 13.2. If the Supplier is required by any law to disclose Confidential Information, the Supplier must promptly (and in any case prior to disclosure) notify the Purchaser in writing of the information and reasons for disclosure.

14. Liability

- 14.1. Notwithstanding any other provisions of the Purchase Order, the Purchaser's liability to the Supplier howsoever arising in connection with the Purchase Order or the supply or performance of the Goods/Services:
 - a) excludes any indirect or consequential loss (including without limitation any loss of revenue, profit, business or reputation); and
 - b) will not exceed, in the aggregate, the value of the Goods/Services to be supplied or performed under the Purchase Order

15. Insurance

- 15.1. The Supplier must have and maintain:
 - a) all insurances required by any law; and
 - b) insurance cover sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the supply of the Supplies, including, as applicable, product liability insurance, public liability insurance and professional indemnity insurance.
- 15.2. The Supplier will provide evidence of such insurance at the request of the Purchaser.

16. Dispute Resolution

- 16.1. The parties must use reasonable endeavours to resolve any dispute under the Purchase Order by mediation or other alternative dispute resolution method before they commence legal proceedings (except proceedings for interlocutory relief).
- 16.2. The Purchase Order including these Standard Terms are governed by and must be construed according to the laws of the State or Territory in Australia in which the Delivery Address is located.

17. Assignment and Subcontracting

- 17.1. The Supplier must not, without the prior written consent of the Purchaser, assign or novate its rights and obligations under the Purchase Order or subcontract any part of the performance of the contract.

18. Waiver

- 18.1. Waiver of any provision of, or right under the Contract and (including these Standard Terms) is effective only to the extent such is set out in writing and approved by the Purchaser.

19. Variation

- 19.1. The Contract may be varied only in writing signed by each party.

20. Indemnity

- 20.1. The Supplier indemnifies the Purchaser, its executive officers, directors, employees, representatives, and agents against all claims, losses, actions, damages, costs (including legal costs) and expenses that the Purchaser may incur either directly or indirectly, due to any breach of a provision of this Purchase Order Standard Terms. The Purchaser may recover from the Supplier as a debt due to the Purchaser, any such costs, losses, expenses, or damages.

21. General

- 21.1. Unless the Purchaser specifies in writing that another contract shall govern the relationship between the Supplier and the Purchaser in relation to the Supplies, this Purchase Order contains the entire agreement and supersedes any prior agreement or understanding on anything connected with such Supplies.
- 21.2. If any part of this Purchase Order (including these Standard Terms) is found to be void, then that part will be deleted, and the balance of the Purchase Order will continue without the deleted part.