

Purchase Order Terms and Conditions

1 GENERAL

- 1.1 These are the terms and conditions regulating the interaction between the entity to which invoices are to be directed, as stated in the Purchase Order (**Purchaser**) and the supplier to which the Purchase Order is addressed (**Supplier**) where there is no procurement contract in place between the Purchaser and the Supplier. If a procurement contract exists, then the terms and conditions of the procurement contract apply and override these terms and conditions to the extent of any inconsistency. Where no procurement contract exists, the terms and conditions of purchase are comprised of these general conditions of purchase and the Purchase Order (including any special conditions contained in that Purchase Order) (**Agreement**).
- 1.2 Where no procurement contract exists, this Agreement constitutes the entire agreement between the parties as to the purchase of Goods and/or Services. This Agreement supersedes all prior representations and agreements in connection with the supply of Goods and/or performance of Services. Nothing in this Agreement is intended to exclude liability for fraud or fraudulent misrepresentation or any other representations which cannot be excluded by law.
- 1.3 No quotation, confirmation, shipment or delivery docket, invoice or other document issued by or on behalf of the Supplier in relation to the supply of Goods and/or performance of Services will vary this Agreement. The acceptance of, or payment for Goods and/or Services by the Purchaser does not constitute acknowledgement or acceptance of the Supplier's terms and conditions.
- 1.4 Acceptance of these terms by the Supplier occurs when the Supplier accepts the Purchase Order in writing or supplies the Goods and/or performs the Services (whichever occurs first).

2 AGREEMENT TO SELL GOODS AND/OR SERVICES

- 2.1 The Supplier agrees to sell the Goods and/or perform the Services, and the Purchaser agrees to purchase the Goods and/or accept the Services, on the terms set out in this Agreement.

3 PRICE AND PAYMENT

- 3.1 Unless otherwise stated, price/s include all applicable duties, impost, levies and taxes, delivery to the Site nominated by the Purchaser, packing, crating and insurance.
- 3.2 To be paid, the Supplier must submit a tax invoice which states its name, Australian Business Number (ABN), Purchase Order Number, Work Order Number (if supplied by the Purchaser), the Purchaser's contact name (requester), item number, description of the Services and/or Goods provided, the amount claimed and contain such other details as the Purchaser may reasonably require (**Correctly Rendered Invoice**).
- 3.3 The Supplier is required to submit a Correctly Rendered Invoice electronically to the email address listed on the Purchase Order. An invoice that is submitted that is not a Correctly Rendered Invoice will be returned to the Supplier for rectification.
- 3.4 The Supplier may not submit a Correctly Rendered Invoice until the Services and/or Goods have been supplied to and accepted by the Purchaser unless there is an express exception set out in the Purchase Order.
- 3.5 The terms of payment are:
 - (a) 30 days from the date on which the Supplier's correctly rendered invoice is issued; or
 - (b) in the case of work of a type within the meaning of s67U of the *Queensland Building and Construction Commission Act 1991* (Qld), 25 business days after receipt of a correctly rendered invoice; or
 - (c) in the case of work of a type within the meaning of s67W of the *Queensland Building and Construction Commission Act 1991* (Qld), 15 business days after receipt of a correctly rendered invoice.
- 3.6 The Purchaser may withhold payment of any amount which it disputes in good faith until the dispute is resolved and it is determined that the amount is payable.

Purchase Order Terms and Conditions

4 RISK AND TITLE

- 4.1 Full unencumbered title to, and property in any Goods passes to the Purchaser on the earlier of delivery and the Purchaser making payment of the agreed price for materials, but risk in the Goods remains with the Supplier until the Purchaser has accepted them.

5 DELIVERY AND ACCEPTANCE

- 5.1 The Supplier must deliver the Goods to, or perform the Services at, the Site by the Delivery Date during normal business hours or at any other time agreed between the Supplier and the Purchaser.
- 5.2 The Supplier must promptly notify the Purchaser if it believes it will not be able to meet any Delivery Date or other timeframes specified in the Purchase Order and the reason for this inability. If the Supplier cannot meet the Delivery Date or other timeframes specified in the Purchase Order:
- (a) if (in the opinion of the Purchaser, acting reasonably), this inability is caused by a factor that was outside the Supplier's reasonable control, then the Supplier and the Purchaser will negotiate in good faith to agree upon a reasonable extension of time for the Supplier to provide the Goods and/or Services; or
 - (b) if (in the opinion of the Purchaser, acting reasonably), this inability is caused by a factor that was within the Supplier's reasonable control, then the Purchaser may terminate the Agreement at no cost to the Purchaser.
- 5.3 All Goods and/or Services delivered or provided by the Supplier are subject to inspection and may then be either accepted by the Purchaser in accordance with clause 5.4 or rejected by the Purchaser in accordance with clause 5.5.
- 5.4 If, upon inspection, the Purchaser accepts the Goods and/or Services, it must advise the Supplier in writing that the Goods and/or Services have been accepted (but signing for delivery does not constitute acceptance). If, within 20 business days of delivery of the Goods or completion of the Services, the Purchaser has not provided the Supplier with a written acceptance under this clause 5.4, and has not provided the Supplier with a written rejection under clause 5.5, the Goods and/or Services will be deemed to have been accepted by the Purchaser.
- 5.5 Irrespective of whether or not title and/or risk has passed under clause 4.1, if, upon inspection, the Purchaser, acting reasonably, rejects the Goods or Services, it must, within 20 business days of delivery of the Goods or completion of the Services, advise the Supplier in writing that the Goods and/or Services have been rejected and identify which of the following reasons applies:
- (a) any warranties provided by the Supplier are, in the Purchaser's reasonable opinion, untrue; or
 - (b) the Goods and/or Services are:
 - (i) not of merchantable quality;
 - (ii) unfit for the Purchaser's purpose (provided the Purchaser made the purpose known to the Supplier before purchase, including where the purpose is made known in the Purchaser's specification for the Goods and/or Services in the Purchase Order);
 - (iii) defective; or
 - (iv) not in accordance with the provisions of this Agreement, any samples provided to the Purchaser, or specifications referred to in the Purchase Order.
- 5.6 Any Goods rejected under clause 5.5 must be removed from the Site at the Supplier's cost.
- 5.7 If the Goods are damaged or destroyed prior to delivery, and the Supplier is not able to deliver new Goods by the Delivery Date, the Purchaser may cancel the Purchase Order and terminate this Agreement and is entitled to recover the whole or part of any payment made in relation to the damaged or destroyed Goods.
- 5.8 Acceptance by the Purchaser of Goods and/or Services in accordance with clause 5.4 will not prejudice the Purchaser's right to make a claim for any breach by the Supplier of clauses 11

Purchase Order Terms and Conditions

and/or 12.

6 GOODS AND SERVICES TAX

- 6.1 If a party (**supplier**) makes a Taxable Supply on which GST is imposed, where the Consideration payable is not described as GST inclusive, the Consideration payable or to be provided for that Taxable Supply but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**recipient**) must also pay to the supplier, an amount equal to the GST payable by the supplier on that Taxable Supply. However, the recipient need not pay any amount referable to GST unless they have received a valid Tax Invoice (or valid Adjustment Note) for that Taxable Supply.
- 6.2 If a payment to a party under or in connection with this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full Input Tax Credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.
- 6.3 Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related imposition and amending Acts have the same meaning in this clause.
- 6.4 This clause will continue to apply after expiration or termination of this Agreement.

7 SUPPLIER OBLIGATIONS

- 7.1 The Supplier must:
- (a) use its best endeavours at all times to faithfully and honestly discharge its duties in the course of providing the Goods and/or Services to the Purchaser;
 - (b) in completing the Services or providing the Goods, comply with the Standard Requirements and all reasonable requests and directions of the Purchaser or its Personnel in connection with its duties and responsibilities under this Agreement (including in undertaking any necessary orientation or induction and complying at all times with the Purchaser's site safety, and other policies, procedures and protocols);
 - (c) provide the Purchaser with such information as may be required by it from time to time;
 - (d) ensure that the warranties set out in this Agreement are and remain true and correct at all times;
 - (e) obtain and maintain at all times necessary regulatory approvals and hold all other licences, qualifications, permits and authorisations necessary for, or incidental to, providing the Goods and/or the Services;
 - (f) provide the Goods and/or Services:
 - (i) with all due care and skill;
 - (ii) in a proper, competent and professional manner;
 - (iii) in a timely and expeditious way; and
 - (iv) in a way which will prevent injury or death to persons and damage or destruction to property; and
 - (g) comply with and ensure that it or its Personnel do not breach any Law.
- 7.2 If the Purchaser makes any changes to the Standard Requirements during the term of this Agreement, and it requires the Supplier to comply with the revised Standard Requirements, then it will notify the Supplier of those changes in writing. If the Supplier is not able to comply with the Standard Requirements as amended, the Supplier may terminate this Agreement by providing written notice to the Purchaser within 5 business days of receiving notice of the amendments. Where the Agreement is terminated pursuant to this clause, the Supplier will refund any amounts paid by the Purchaser prior to termination (less any costs reasonably incurred by the Supplier in performing the Agreement to that date). No party has further rights or obligations under this

Purchase Order Terms and Conditions

Agreement, except rights or obligations accruing prior to the termination.

8 RING-FENCING REQUIREMENTS FOR SERVICE PROVIDERS

- 8.1 Where the Supplier is performing Services under this Agreement, the Supplier must comply with the 'Ring-fencing Requirements for Service Providers' as updated and amended from time to time.
- 8.2 Energy Queensland or the Purchaser will notify the Supplier of any amendments to the 'Ring-fencing Requirements for Service Providers' that may be relevant to the performance of the Services. If the Supplier considers it will not be able to comply with any aspect of the amended 'Ring-fencing Requirements for Service Providers', the Purchaser will work with the Supplier in good faith to address the issue.
- 8.3 Notwithstanding any other provision of this Agreement, the Supplier must not engage in any conduct which, if undertaken by a distribution network service provider, would constitute a breach of the Australian Energy Regulator's Ring-fencing Guideline – Electricity Distribution, as amended from time to time, and acknowledges and agrees that the Purchaser has not encouraged or incentivised the Supplier to engage in any such conduct.

9 WORK HEALTH AND SAFETY

- 9.1 The Supplier must ensure that all Services are carried out in accordance with:
- (i) Work Health and Safety Law;
 - (ii) Electrical Law; and
 - (iii) the Heavy Vehicle National Law.
- 9.2 Without limiting clause 9.1, the Supplier must at all times:
- (a) discharge its duties under Work Health and Safety Law, Electrical Law and the Heavy Vehicle National Law; and
 - (b) ensure its officers, employees, agents and subcontractors and its subcontractors' officers, employees and agents (Supplier's Personnel) discharge their respective duties under Work Health and Safety Law, Electrical Law and the Heavy Vehicle National Law, in connection with the performance of the Services.
- 9.3 The Supplier must:
- (a) develop and implement in connection with the performance of the Services a safety management system which incorporates a safe system of work, work method statements and plans necessary to ensure the performance of the Services is carried out safely and in compliance with Work Health and Safety Requirements (**Safety Management System**);
 - (b) provide to the Purchaser a copy of the Safety Management System before commencing the performance of any Services if requested;
 - (c) review and update the Safety Management System as necessary throughout the period of this Agreement and promptly provide the Purchaser with a copy of any updated Safety Management System; and
 - (d) ensure that the Safety Management System, as a minimum, ensures the requirements of all other Work Health and Safety Requirements (including those provided for or on behalf of the Purchaser) are fully met.
- 9.4 For the avoidance of doubt, if the Work Health and Safety Requirements change due to a change in the Standard Requirements relating to workplace health and safety, clause 7.2 applies.
- 9.5 The Supplier must ensure that the Supplier and Supplier's Personnel:
- (a) comply with the directions of the Purchaser or any other person nominated by the Purchaser as having the authority to give directions (**Purchaser's Nominee**) in connection with health and safety;

Purchase Order Terms and Conditions

- (b) consult fully with the Purchaser and the Purchaser's Nominee in respect of any matter relevant to health and safety in performance of the Services including (without limitation) how the performance of the Services can be undertaken in a way which prevents or minimises all risks to health and safety of all persons including identifying potential hazards associated with the performance of the Services;
 - (c) complete a full site induction program which complies with the requirements of this Agreement and Work Health and Safety Requirements before commencing the performance of the Services;
 - (d) comply strictly with the Work Health and Safety Requirements;
 - (e) throughout the period of this Agreement maintain all qualifications, competencies and licences notified by the Purchaser to the Supplier prior to issue of the Purchase Order and as required by Work Health and Safety Requirements;
 - (f) consult fully with the Purchaser or the Purchaser's Nominee in respect of, and demonstrate to the Purchaser or the Purchaser's Nominee compliance by the Supplier and Supplier's Personnel with, the requirements of this clause 9 and Work Health and Safety Requirements;
 - (g) maintain adequate records of all health and safety matters (including in accordance with Work Health and Safety Requirements);
 - (h) audit the Supplier's health and safety records and compliance with Work Health and Safety Requirements regularly and, whenever requested by the Purchaser acting reasonably, provide to the Purchaser a copy of the findings of that audit; and
 - (i) satisfy themselves as to, and only treat as minimum requirements, those Work Health and Safety Requirements prepared or provided by or on behalf of the Purchaser.
- 9.6 The Purchaser may, after giving reasonable notice, conduct its own audit of the Supplier's health and safety records and compliance with Work Health and Safety Requirements (including the Supplier's Safety Management System) and the Supplier must:
- (a) co-operate fully with the Purchaser in connection with that audit (including by providing all necessary access, relevant documents or other information); and
 - (b) promptly address and ensure the Supplier's Personnel address any issues identified by the Purchaser from its audit and notified to the Supplier.
- 9.7 The Supplier must promptly notify the Purchaser of:
- (a) any breach or potential breach by the Supplier or any Supplier's Personnel of Work Health and Safety Requirements;
 - (b) any notifiable incident under Work Health and Safety Law or Electrical Law; or
 - (c) any notice or direction received by the Supplier or any Supplier's Personnel under or in connection with Work Health and Safety Law or Electrical Law (including by providing a copy of the notice or direction to the Purchaser).
- 9.8 Despite any other provision of this Agreement, the Purchaser's rights under this Agreement relating to health and safety (including without limitation the rights under this clause 9, to give directions to the Supplier, carry out an audit of the Supplier's records or practices, provide, approve or review any plan or other document to be implemented or relied upon by the Supplier (including any Work Health and Safety Requirements) or exercise rights of suspension or termination under this Agreement) (**Safety Enforcement Rights**):
- (a) are for the benefit of the Purchaser;
 - (b) may be exercised by the Purchaser in its discretion acting reasonably (without the Purchaser being under any obligation to exercise that discretion); and
 - (c) do not prejudice or otherwise affect the Supplier's full responsibility for ensuring strict compliance with all of the Supplier's obligations under this Agreement and under Work Health and Safety Requirements.
- 9.9 The Supplier must provide to the Purchaser, and also to any person who the Supplier is aware has been or will be engaged by the Purchaser to undertake any activities relating to the

Purchase Order Terms and Conditions

performance of the Services, all information relevant to the performance of the Services:

- (a) required to be disclosed by the Supplier in the discharge of its duties under Work Health and Safety Law or Electrical Law; and
- (b) received (or which should have been received) by the Supplier or any subcontractor of the Supplier from any other person required to disclose the information to the Supplier or any subcontractor in the discharge of that person's duties under Work Health and Safety Law or Electrical Law.

10 INSURANCE

- 10.1 The Supplier must hold all insurances reasonably necessary for the performance of its business and promptly provide such evidence as the Purchaser reasonably requires confirming this coverage.

11 WARRANTIES FOR GOODS

- 11.1 Without limiting any conditions or warranties implied by Law, and regardless of whether the Purchaser has accepted the Goods, the Supplier represents and warrants to the Purchaser that:
- (a) it is the legal and beneficial owner of the Goods and has the right to sell the Goods and provide the Purchaser with free and clear title and quiet possession of the Goods; and
 - (b) the Goods:
 - (i) match the specification or description (including performance criteria) referred to in the quote or Purchase Order;
 - (ii) match any sample provided to the Purchaser;
 - (iii) meet any representations made about performance;
 - (iv) comply with any relevant Australian or International Standards;
 - (v) are fit for any purpose the Purchaser made known to the Supplier before purchase;
 - (vi) are of merchantable quality and free from defects; and
 - (vii) comply with all relevant Law.

12 WARRANTIES FOR SERVICES

- 12.1 Without limiting any conditions or warranties implied by Law, and regardless of whether the Purchaser has accepted the Services, the Supplier represents and warrants to the Purchaser that in relation to the performance of the Services that the Supplier:
- (a) will use parts, materials and other goods which are of merchantable quality and fit for the intended purpose, and which meet or exceed current industry standard;
 - (b) will use proper and tradesman like workmanship;
 - (c) has informed itself of the nature of the Services and the materials necessary for the performance of the Services; and
 - (d) has thoroughly inspected the Site at which the Services are to be performed.

13 LIMITATION OF LIABILITY

- 13.1 To the extent permitted by Law:
- (a) subject to clause 13.1(b), the aggregate liability of the Supplier to the Purchaser arising out of or in connection with this Agreement will not exceed in the aggregate an amount equivalent to the aggregate amount of money paid or payable by the Purchaser to the Supplier under this Agreement; and
 - (b) the limitation of liability set out in clause 13.1(a) does not apply to liability in respect of:
 - (i) fraud, fraudulent concealment or dishonesty;

Purchase Order Terms and Conditions

- (ii) any infringement of intellectual property rights, confidentiality or privacy;
- (iii) any unlawful, negligent or wrongful act or omission of the Supplier in connection with its performance of its obligations under this Agreement;
- (iv) death or personal injury of any person; or
- (v) property damage.

13.2 Neither party will have any liability to the other party for Consequential Loss.

14 SUPPLIER MUST COMPLY WITH SITE ENTRY PROCEDURES AND REASONABLE INSTRUCTIONS

14.1 The Supplier acknowledges that, if it enters on to the Site, the Supplier and the Supplier's Personnel must comply with any site entry procedures that are notified to them in advance and all reasonable instructions provided by the Purchaser while on the Site. This includes but is not limited to compliance with clause 9.

14.2 The Purchaser is not liable for any damage, injury or other loss to the extent such damage, injury or loss is caused by a failure of the Supplier or the Supplier's Personnel to comply with clause 14.1.

15 DEFAULT AND TERMINATION

15.1 In addition to the Purchaser's other rights and remedies (including where the Supplier fails to comply with the warranties in clauses 11 or 12), the Purchaser may, by written notice to the Supplier, cancel any Purchase Order and terminate this Agreement with immediate effect if the Supplier:

- (a) suffers an Insolvency Event;
- (b) fails to supply the Goods and/or Services by the nominated Delivery Date (except where the failure to supply is caused by a factor that was outside the Supplier's reasonable control, in which case clause 5.2(a) applies);
- (c) commits a breach of these terms that, in the opinion of the Purchaser acting reasonably is incapable of being remedied or is not remedied within seven days of the Purchaser giving the Supplier notice requiring it to remedy the breach.

15.2 Upon termination of this Agreement no party has further rights or obligations under this Agreement, except rights and obligations accruing prior to termination.

16 INTELLECTUAL PROPERTY

16.1 The Supplier is responsible for obtaining and maintaining all industrial and intellectual property rights in connection with the Goods (and any goods used in performing the Services) and indemnifies the Purchaser and its Personnel against all Loss from a claim by a third party that the Goods and/or Services supplied, or the use of those Goods and/or Services infringes any third party rights, except to the extent that the Purchaser is responsible for or has otherwise contributed to the infringement.

16.2 The Supplier agrees:

- (a) that nothing in this Agreement transfers ownership in, or otherwise grants any rights in, any industrial or intellectual property rights of the Purchaser; and
- (b) title to, copyright in and other intellectual property rights in any documents, plans, specifications, designs, drawings, sketches, reports and materials produced for or in connection with the performance of the Services vests in the Purchaser on creation and the Purchaser grants to the Supplier a royalty free, non-exclusive licence to use that material for the purpose of performing of the Services until the Delivery Date for those Services.

16.3 Except as required by Law, the Supplier must not (and must ensure that the Supplier's Personnel do not) disclose any information about the Purchaser's technical and commercial operations without the Purchaser's prior written consent.

Purchase Order Terms and Conditions

17 WITHHOLDING TAX

- 17.1 Whenever the Supplier does not have a valid ABN or the Purchaser otherwise reasonably considers itself bound to do so, the Purchaser shall be entitled to withhold from any payment otherwise due to the Supplier under or in connection with the supply, tax calculated and to be held in accordance with the *Taxation Administration Act 1953* (Cth).
- 17.2 The Supplier warrants that it is not an entity covered by Schedule 1, 12-315(2) of the *Taxation Administration Act 1953* (Cth) (Foreign Resident). If requested by the Purchaser the Supplier must provide the Purchaser with evidence to the Purchaser's satisfaction that the Supplier is not a Foreign Resident, failing which the Purchaser shall be entitled to withhold from any payment otherwise due to the Supplier under or in connection with the supply, tax calculated and to be held in accordance with the *Taxation Administration Act 1953* in respect of Foreign Residents.

18 ETHICAL SUPPLIER THRESHOLD

- 18.1 In this clause 18, '**Government Department or Instrumentality**' means the QGP Compliance Branch within the Department of Energy and Climate and any governmental regulator including but not limited to Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission, the Australian Taxation Office and the Australian Building and Construction Commission.
- 18.2 The Supplier acknowledges that a failure to comply with Energy Queensland or the Purchaser's policies that apply to the work or the Supplier's obligations under this Agreement may result in the imposition of a demerit or sanction under the Ethical Supplier Mandate or Ethical Supplier Threshold, in addition to any other remedies available to the Purchaser under this Agreement.
- 18.3 The Supplier must comply, and must ensure that any of its suppliers comply, with the Ethical Supplier Threshold during the term of this Agreement.
- 18.4 Energy Queensland or the Purchaser will notify the Supplier of any amendments to the Ethical Supplier Mandate that may be relevant to the performance of the Services. If the Supplier considers it will not be able to comply with any aspect of the amended Ethical Supplier Mandate, the Purchaser will work with the Supplier in good faith to address the issue.
- 18.5 If the Purchaser or Energy Queensland reasonably suspects that the Supplier has failed to comply with the Ethical Supplier Threshold, the Purchaser or Energy Queensland may give the Supplier a notice (**Show Cause Notice**) stating the following:
- (a) that the Purchaser or Energy Queensland reasonably suspects that the Supplier has failed to comply with the Ethical Supplier Threshold;
 - (b) the facts and circumstances forming the basis of that suspicion;
 - (c) that a failure to comply with the Ethical Supplier Threshold may be cause to cancel the Purchase Order and terminate this Agreement;
 - (d) that the Supplier is invited to make a submission to the Purchaser or Energy Queensland about why the Purchaser should not cancel the Purchase Order and terminate this Agreement, including for the avoidance of doubt any explanation as to why the Supplier has not breached the Ethical Supplier Threshold; and
 - (e) the time by which any submission must be made, which must be not less than 10 business days from the date of the Show Cause Notice.
- 18.6 Any submission made by the Supplier in response to a Show Cause Notice must:
- (a) be in writing signed by an authorised representative of the Supplier;
 - (b) be received by the Purchaser or Energy Queensland within the time period specified in the Show Cause Notice; and
 - (c) state the grounds of the submission and the facts and circumstances relied on in support of the grounds,
(**Properly Made Submission**).
- 18.7 If:
- (a) the Supplier fails to give a Properly Made Submission; or

Purchase Order Terms and Conditions

- (b) after considering a Properly Made Submission, the Purchaser or Energy Queensland decides that the Purchaser has failed to comply with the Ethical Supplier Threshold, then the Purchaser may cancel the Purchase Order and terminate this Agreement with immediate effect upon giving written notice to the Supplier
- 18.8 Upon termination of this Agreement under this clause 18:
 - (a) the Purchaser agrees to pay the Supplier for the value rendered under this Agreement to the date of termination as follows:
 - (i) in the case of payment being a lump sum or where the date of termination falls between points on any payment schedule, that part of the lump sum or payment that is reasonably estimated by the Supplier and agreed by the Purchaser to apply to the completed services or goods supplied up to the date of termination; and
 - (ii) the cost of goods or materials reasonably ordered by the Supplier for which the Supplier is legally bound to pay provided that:
 - a. the value of the goods or materials is not included in the amount payable under clause 18.8(a)(i); and
 - b. unencumbered title in the goods and materials will vest in the Purchaser upon payment; and
 - (b) Energy Queensland and the Purchaser shall have no other liability or obligation to the Supplier:
 - (i) under this Agreement; or
 - (ii) in connection with the cancellation of the Purchase Order and termination of this Agreement.
- 18.9 Despite anything else in this Agreement, the Supplier agrees that the Purchaser or Energy Queensland may at any time disclose information about the Supplier to a Government Department or Instrumentality for the purpose of reporting and obtaining information about the Supplier's compliance with the Ethical Supplier Threshold.
- 18.10 The Supplier authorises Energy Queensland and the Purchaser to obtain information about the Supplier relevant to the Ethical Supplier Mandate and the Ethical Supplier Threshold that may be held by any Government Department or Instrumentality. The Supplier agrees to provide all information requested during an audit or investigation, including the information of any subcontractors.

19 MODERN SLAVERY LAWS

- 19.1 The Supplier must use reasonable endeavours to procure that its Personnel comply with all applicable Modern Slavery Law in force from time to time.
- 19.2 The Supplier represents and warrants that, as at the date of this Agreement the Supplier and any Personnel:
 - (a) has not been convicted of any offence involving Modern Slavery;
 - (b) to the best of its knowledge, has not been, or is not, the subject of any formal complaint, investigation, inquiry or enforcement proceedings by any person or regulatory body in connection with Modern Slavery.
- 19.3 The Supplier must give the Purchaser all information reasonably requested by the Purchaser to report on, or comply with, Modern Slavery Law in force from time to time, or any direction of a governmental agency relating to Modern Slavery, promptly after a request from the Purchaser to do so.

20 OTHER TERMS

- 20.1 The Supplier must make sure that all information, including without limitation any information about the Purchaser's technical and commercial operations, provided by the Purchaser (Confidential Information) is kept confidential, is only used in connection with the supply of Goods or Services the subject of the Purchase Order, and is not disclosed to any third party without the

Purchase Order Terms and Conditions

express written consent of the Purchaser or to the extent required by Law.

- 20.2 The Supplier must comply with the Australian Privacy Principles in the Privacy Act, and must:
- (a) not use Personal Information collected or accessed in connection with this Agreement other than for the purpose of performing its obligations under this Agreement;
 - (b) not disclose Personal Information without the prior written consent of the Purchaser, unless required or authorised by Law;
 - (c) not transfer any Personal Information collected or accessed in connection with this Agreement, outside of Australia, except with the prior written consent of the Purchaser, or where the Personal Information is about the Purchaser's ordering officer or other personnel which is provided in connection with account management purposes or service delivery management under this Agreement;
 - (d) fully cooperate with the Purchaser to enable the Purchaser to respond to applications for access to, or amendment of, a document containing a person's Personal Information and to privacy complaints;
 - (e) comply with such other privacy measures as the Purchaser reasonably advises the Supplier in writing from time to time;
 - (f) immediately notify the Purchaser upon becoming aware of:
 - (i) any breach of this clause 20.2; or
 - (ii) any unauthorised access, use, modification, disclosure or other misuse of any Personal Information collected or accessed in connection with this Agreement.
- 20.3 Nothing in clause 20.2 is intended to limit any obligation of the Supplier under the Privacy Act that the Supplier may have as an organisation with respect to Personal Information.
- 20.4 No amendment to these terms is valid or binding unless made in writing and signed by all parties.
- 20.5 Nothing in this Agreement constitutes any relationship of employer and employee, principal and agent or partnership between the Purchaser and the Supplier.
- 20.6 With the exception of the Purchaser, who may assign its rights to its related bodies corporate, a party must not assign the benefit of this Agreement or any rights under this Agreement without the consent in writing of the other party.
- 20.7 A waiver by either party of a breach of these terms is only effective if in writing and is not a waiver of any other breach.
- 20.8 The Purchaser may set-off or reduce any amount owed to the Supplier against any claim the Purchaser may have against the Supplier on any account.
- 20.9 Time is of the essence in this Agreement.
- 20.10 This Agreement is governed by the laws of Queensland.

21 DEFINITION AND INTERPRETATION

21.1 In these terms:

Consequential Loss means any special, indirect or consequential damage or loss, any economic loss in respect of a claim in tort, any loss of profits, loss of production, loss of revenue, loss of use, loss of contract, loss of opportunity, loss of reputation, damage to credit rating, loss of goodwill or wasted overheads whatsoever or any Loss in respect of any claim by any third party.

Delivery Date means the date set out in the Purchase Order for the delivery of the Goods or the performance of the Services.

Electrical Law means any Law in respect of electrical safety including but not limited to the *Electrical Safety Act 2002* (Qld), the *Electrical Safety Regulation 2013* (Qld) and any applicable Codes of Practice made under the *Electrical Safety Regulation 2013* (Qld).

Energy Queensland means Energy Queensland Limited ABN 96 612 535 583.

Ethical Supplier Mandate means the Queensland Government policy titled "Buy Queensland:

Purchase Order Terms and Conditions

Ethical Supplier Mandate" or any policy that replaces that policy.

Ethical Supplier Threshold means the Ethical Supplier Threshold described in paragraph 2.3 of the Queensland Procurement Policy (as amended from time to time).

Goods means the items to be supplied by the Supplier as set out in the Purchase Order (if any).

Heavy Vehicle National Law means any Law relating to the use of heavy vehicles including the *Heavy Vehicle National Law Act 2012* (Qld) and *Heavy Vehicle National Law Regulation 2014* (Qld).

Insolvency Event means, in relation to the Supplier, an application or order is made to or by a court or a resolution is passed for the winding up of the Supplier or notice of intention to propose such a resolution is given; or a controller (as defined in the *Corporations Act 2001* (Cth)) or an administrator under Part 5.3A of the *Corporations Act 2001* (Cth) is appointed in respect of the Supplier or the whole or any part of its undertaking or property.

Law includes any statute, regulation or subordinate legislation of the place or common law (including the principles of equity) in which the Goods are delivered, or the Services rendered (as relevant), and any industry-specific codes of conduct or standards as applied from time to time.

Loss means liabilities, expenses, losses, claims, damages, and costs (on a solicitor and own client basis and whether incurred or awarded against that company) whether past, present, future or contingent.

Modern Slavery means internationally recognised exploitative practices including human trafficking, slavery, slavery-like practices, servitude, forced labour, forced marriage, debt bondage, the worst forms of child labour, deceptive recruiting for labour services.

Modern Slavery Law means:

- (a) any law rule or other legally binding measure of any jurisdiction that creates a reporting or due diligence obligation in connection with Modern Slavery; and
- (b) any law that criminalises or imposes a penalty for Modern Slavery.

Personal Information has the meaning given in the Privacy Act.

Personnel means in respect of a party, the employees, agents, invitees, consultants, permitted contractors and permitted subcontractors of the party (and includes their respective employees and agents).

Privacy Act means the *Privacy Act 1988* (Cth).

Purchase Order means the purchase order issued in writing by the Purchaser to the Supplier requesting the Goods and/or Services.

Services mean the services to be provided by the Supplier set out in the Purchase Order and any related services, functions or responsibilities not specifically described in the Purchaser Order which are reasonably required for the proper performance of the Services (if any).

Site means the location for performance of the Services or for the delivery of the Goods as set out in a Purchase Order.

Standard Requirements means the Purchaser's standard requirements, policies and procedures available on the Purchaser's website or otherwise provided to the Supplier, as amended from time to time, regarding:

- (a) quality assurance standards;
- (b) safety procedures;
- (c) the environment;
- (d) customer care;
- (e) privacy;
- (f) information technology systems and usage;
- (g) delivery conditions and packaging requirements; and
- (h) any other standard reasonably required by the Purchaser and advised to the Supplier.

Purchase Order Terms and Conditions

Work Health and Safety Law means any Law relating to health and safety including but not limited to the *Work Health and Safety Act 2011* (Qld), the *Work Health and Safety Regulation 2011* (Qld) and any applicable Codes of Practice made under the *Work Health and Safety Act 2011* (Qld) (including the Code of Practice 2022 - Managing the risk of psychosocial hazards at work).

Work Health and Safety Requirements means:

- (a) any Work Health and Safety Law, Electrical Law or the Heavy Vehicle National Law;
- (b) the Safety Management System required to be provided by the Supplier under clause 9; and
- (c) the requirements of:
 - (i) Standard Requirements relating to workplace health and safety;
 - (ii) any manufacturer's recommendations associated with any equipment or materials to be used for the purposes of performing the Services; or
 - (iii) any other provision of this Agreement relating to health and safety.

- 21.2 A provision of these terms must be read down to the extent necessary to be valid. If the Supplier comprises more than one person, each of those persons is jointly and severally liable under these terms. No rule of construction applies to the disadvantage of a party because that party put forward this document or any portion of it. References to "includes" or "including" or "for example" means without limitation. The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.