

## PURCHASE ORDER TERMS AND CONDITIONS

### SUPPLY OF GOODS AND/OR SERVICES

- 1.1 In consideration of payment of the Price by the Purchaser, the Supplier must supply to the Purchaser the Goods and/or perform the Services in accordance with this Purchase Order, including these Purchase Order Terms and Conditions.
- 1.2 The Supplier will, unless the Purchaser and Supplier otherwise agree in writing (including where the Supplier accepts or agrees to the Purchase Order in writing), be deemed to have accepted the Purchase Order Terms and Conditions, on commencing either the Supply or fabrication of the Goods and/or the performance of the Services.
- 1.3 If the Supplier's terms and conditions are supplied with the Goods and/or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect whatsoever and will not constitute part of this Purchase Order (even if any of representative of the Purchaser signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 1.4 The Supplier must, in supplying the Goods and/or performing the Services:
- (a) not interfere with the Purchaser's activities or the activities of any other person at the Delivery Address;
  - (b) ensure that all of its Personnel satisfy themselves as to the requirements specified in clause 8, and comply with all applicable laws and Purchaser Policies (as they apply to the Supplier's provision of the Goods and/or Services.
  - (c) provide all such information and assistance as the Purchaser reasonably requires in connection with any statutory or health, safety and environmental investigation in connection with the Supply of the Goods and/or the performance of the Services;
  - (d) on request by the Purchaser, provide to the Purchaser and its Personnel any information and assistance reasonably required to identify, evaluate, implement and report on any matter required by law, or any Policies in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under this Purchase Order; and
  - (e) leave the Delivery Address in a clean and tidy state to the satisfaction of the Purchaser.
- 1.5 The Supplier is deemed to have inspected the site and provided for all risks and hazards associated with the Supply of the Goods and/or Services.
- 1.6 The Purchaser may direct the Supplier to remove any person from the site if the Purchaser reasonably believes the person to be guilty of misconduct, breaches any Policies, breaches any law, or is incompetent or negligent.

### 2 DELIVERY

- 2.1 The Supplier must deliver the Goods and/or Services to the Delivery Address by the Delivery Date.
- 2.2 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.
- 2.3 Packages must be marked with the Purchase Order number, item number, destination, contents, quality, date and method of dispatch and weight of each package. If the Supplier fails to deliver the required quantity of the Goods and/or Services to the Delivery Address by the Delivery Date (or the Delivery Date as extended under clause 3, if applicable) the Purchaser may terminate this Purchase Order at any time by providing written notice to the supplier.

### 3 TIME FOR PERFORMANCE

The Supplier must notify the Purchaser immediately it becomes aware of any delay or likely delay in delivering the Goods by the Delivery Date and/or in performing the Services. The Purchaser may extend, the Delivery Date for any reason (including delay caused by the Purchaser) in its sole discretion. If the delay is caused by the Supplier, the Supplier will be solely responsible for coordinating and paying excess storage, freight or other costs arising as a consequence of delays and must take all reasonable steps to mitigate and minimise the effects of the delay. If and to the extent of the delay is caused by the Purchaser, the Purchaser will reimburse the Supplier for unavoidable and reasonable costs incurred by the Supplier as a direct result of the delay.

### 4 TITLE AND RISK

- 4.1 Title in the Goods passes to the Purchaser upon the earlier of payment of the Price or delivery of the Goods to the Delivery Address.
- 4.2 Risk in the Goods passes to the Purchaser when the Goods are delivered to the Delivery Address and Accepted by the Purchaser.

### 5 PRICE

- 5.1 The Purchaser must pay the Supplier the Price for the Goods and/or Services subject to the provisions of this Purchase Order.
- 5.2 The Price is inclusive of:
- (a) all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the Goods and/or the cost of any items used or supplied in the performance of the Services; and
  - (b) all taxes and duties, except GST.
- 5.3 The Purchaser will make payment for the Goods and/or Services when the whole of any work as identified in the Purchase Order is complete.

### 6 GOODS AND SERVICE TAX (GST)

- 6.1 Unless otherwise stated, all consideration or other amount payable by the Purchaser to the Supplier howsoever described in this Purchase Order does not include GST.
- 6.2 If a Supply under this Purchase Order is subject to GST, the Purchaser must pay to the Supplier an additional amount equal to the amount of the consideration multiplied by the prevailing GST rate, provided the Supplier provides a Tax Invoice to the Purchaser.
- 6.3 If either the Purchaser or Supplier is entitled to be reimbursed or indemnified under this Purchase Order, the amount to be reimbursed or indemnified by either party is to be the GST exclusive amount. For the avoidance of doubt, the amount of any reimbursement does not include any amount attributable to GST for which either the Purchaser or Supplier is entitled to an Input Tax Credit.

### 7 INVOICING

- 7.1 Upon delivery of the Goods and/or completion of the Services, the Supplier must provide to the Purchaser an invoice, which must include the information set out in clause 7.2.
- 7.2 The Supplier's invoice must, as a precondition to an entitlement to payment, contain:
- (a) a reference to the Purchase Order and any other agreed contract including the line item numbers on the Purchase Order and the contract number;
  - (b) a detailed description of the delivered Goods and/or performed Services, including the Delivery Date and/or period of Services and the relevant quantity;
  - (c) an individual reference number for the Purchaser to quote with remittance of payment;
  - (d) the Price relating to the Goods and/or Services, broken down to reflect the same price components on the Purchase Order;
  - (e) the amount of any applicable GST;
  - (f) the Supplier's Australian Business Number; and
  - (g) the Purchaser's contact name.
- 7.3 If the Purchaser requests, the Supplier must provide the Purchaser with all relevant records to calculate and verify the amount set out in any invoice.

7.4 The Purchaser is not obliged to approve any invoice submitted in accordance with clause 7.1 and may withhold approval and/or money due to the Supplier under this Purchase Order if the Goods and/or Services (or any part of them) are incomplete or Defective or the Supplier is in material breach of any term of this Purchase Order.

7.5 Subject to clause 7.4, the Purchaser will pay all Purchaser approved invoices within either:

(a) 30 days from end of month in which the invoice is received except where the Purchaser disputes the invoice, in which case the Purchaser may withhold payment of the amount in dispute pending resolution of the dispute and if the resolution of the dispute determines that the Purchaser must pay an amount to the Supplier, the Purchaser must pay that amount within 14 days of resolution of that dispute; or

(b) if this Purchase Order:

(i) is a construction contract for the purposes of the relevant State's or Territory's security of payment legislation; and

(ii) the relevant legislation (or any legislation in the relevant jurisdiction) prescribes a maximum timeframe for payment of a Supplier payment claim, then within the maximum period of time allowed under legislation in the relevant jurisdiction.

7.6 The Purchaser may reduce any payment due to the Supplier under this Purchase Order by any amount which the Supplier must pay the Purchaser, including costs, charges, damages and expenses and any debts owed by the Supplier to the Purchaser on any account whatsoever (including any amounts incurred by the Purchaser under clauses 8 and 9 or for the Supplier's non-compliance with the Purchase Order). This does not limit the Purchaser's right to recover those amounts in other ways.

## 8 QUALITY, SAFETY, QUANTITY AND INSPECTION

8.1 The Goods and/or Services must match the description (if any) and quantity referred to in the Purchase Order.

8.2 If the Supplier gave the Purchaser a sample of the Goods and/or a demonstration of the Services, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.

8.3 The Goods and/or Services must be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose the Purchaser specifies.

8.4 The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new. All Goods will only be accepted if the Purchaser has, within a reasonable time after delivery, inspected the Goods and satisfied itself that the Goods are not Defective, fully comply with any requirements of the Purchase Order and advised the Supplier that the Goods have been accepted (**Acceptance**).

8.5 For the avoidance of doubt, the Purchaser's use of, or occupation of any of the Goods will not be deemed to constitute Acceptance.

8.6 If the Goods are Defective, do not comply with the Purchase Order or there are excess quantities of Goods delivered, the Purchaser may hold the Goods for the Supplier at the Supplier's risk and cost. The Goods will be returned at the Supplier's cost.

8.7 If the Services are Defective or otherwise do not comply with this Purchase Order, then the Purchaser may, at its absolute discretion elect, either for the Supplier to re-perform the Services at the Supplier's cost, reimburse the Purchaser for any amounts paid on account of the Services or to terminate this Purchase Order at no cost to the Purchaser.

8.8 The Supplier, in supplying the Goods and/or performing the Services is to:

(a) Supply the Goods and/or Services punctually, with due care, skill and diligence, and otherwise to the professional standard to be expected of a skilled and competent supplier of such Goods and/or Services;

(b) attend inductions as directed and follow instructions from the Purchaser, and not otherwise interfere with the Purchaser's activities or activities of any other person at the Delivery Address;

(c) comply with the national heavy vehicle and work health and safety laws and all lawful directions given by the Purchaser and any person authorised by law to give directions to the Supplier;

(d) ensure that the Services are performed and/or the Goods delivered in a safe manner that does not adversely affect safe working practises, safety and care or property or continuity of work at the Delivery Address;

(e) provide copies of relevant material safety data sheets with the Goods;

(f) ensure electrical appliance Goods have been tagged and tested; and

(g) take reasonable steps to ensure there is no modern slavery or human trafficking in the Supplier's supply chains and that it conducts its business in a manner consistent with the principles of the *Modern Slavery Act 2018* (Cth).

## 9 WARRANTY PERIOD

9.1 If, during the Warranty Period, any of the Goods and/or Services are found to be Defective, the Purchaser may return the Defective Goods to the Supplier at the Supplier's cost, reject the Defective Services, repair or make good the Defective Goods and/or Services, require the Supplier to make good the Defective Goods or re-perform the Defective Services or accept the Defective Goods and/or Services.

9.2 If the Purchaser accepts the Defective Goods and/or Services:

(a) the Purchaser will not be required to pay for any portion or part of the Defective Goods and/or Services that is Defective, and the fees and charges payable by the Purchaser in relation to the Defective Goods and/or Services will be reduced accordingly and will also be reduced to the extent the value and functionality of the relevant Defective Goods and/or Services are reduced or impacted by the relevant Defect; and

(b) if the Purchaser has already paid any fees and charges for the Defective Goods and/or Services, the Supplier must reimburse the Purchaser:

(i) the fees and charges paid by the Purchaser for any portion or part of the Defective Goods and/or Services that is Defective; and

(ii) an amount corresponding to the reduction in value and functionality of the relevant Defective Goods and/or Services as a result of the relevant Defect.

9.3 The Purchaser must receive the benefits of any warranties provided by manufacturers of the Goods or materials and other components which are used in the performance of the Purchase Order where ownership is ultimately the Purchaser's.

9.4 The warranties under this clause 9 take precedence over and are in addition to any warranties otherwise given by the Supplier.

## 10 VARIATIONS

10.1 The Purchaser may request from time to time that the Supplier vary the Supply including increasing, decreasing or omitting part of the Supply and changing the quality, character or extent of the Supply.

10.2 Within 5 Business Days of receiving a request under clause 10.1, the Supplier must provide to the Purchaser a detailed quotation for the variation supported by measurements or other evidence of cost.

10.3 The applicable variation or change will not be effective unless and until the parties agree to it in writing.

10.4 The Purchaser may undertake itself or engage others to undertake any part of the Supply which is omitted as a result of the applicable variation or change.

10.5 The Supplier may not vary the Supply without the Purchaser's prior written approval.

## 11 INDEMNITIES AND INSURANCE

11.1 Each party (**Indemnifying Party**) indemnifies the other party (**Indemnified Party**) and the Indemnified Party's Personnel (together **Indemnified Persons**) against all loss or damage suffered or incurred by the Indemnified Persons arising in connection with:

(a) any fraudulent or unlawful act or omission of the Indemnifying Party or its Personnel;

(b) third party Claims relating to any death or personal injury caused or contributed to by any breach of this Agreement or negligent or wrongful act or omission of the Indemnifying Party or its Personnel;

- (c) any damage to or loss or destruction of real or personal property caused or contributed to by any breach of these Purchase Order Terms and Conditions or negligent or wrongful act or omission of the Indemnifying Party or its Personnel; and
- (d) any breach of confidentiality obligations by the Indemnifying Party or its Personnel,

except to the extent the loss or damage is attributable to the negligence or wrongful act or omission of the Indemnified Person or could have been avoided had the Indemnified Person taken reasonable steps to mitigate such loss or damage.

11.2 The Supplier indemnifies the Purchaser from and against any loss or damage that the Purchaser suffers or incurs in connection with any Claim against the Purchaser by a third party that the Goods and/or Services infringe the Intellectual Property Rights of any person, except to the extent the Claim is attributable to the negligence or wrongful act or omission of the Indemnified Person or to the extent the relevant loss or damage could have been avoided had the Indemnified Person taken reasonable steps to mitigate such loss or damage.

11.3 The Supplier must maintain workers compensation insurance as required by applicable laws and public liability insurance for an amount specified on the Purchase Order, or if no amount is specified, \$20 million, together with any other insurance specified on the Purchase Order or otherwise notified by the Purchaser in writing.

## 12 INTELLECTUAL PROPERTY AND INFORMATION

### 12.1 Supplier Intellectual Property Rights

- (a) The Purchaser acknowledges that the Supplier retains ownership of the Intellectual Property Rights of the Supplier used or created under this Purchase Order and/or in the provision of the Services. To enable the Purchaser to enjoy the benefit of the Supplier's Services for the purpose of or in connection with the Purchaser's business the Supplier grants to the Purchaser a non-exclusive, transferable, royalty free, irrevocable and perpetual licence to use such Intellectual Property Rights for that purpose.

### 12.2 Third party Intellectual Property Rights

- (a) The Supplier warrants that to the extent that it uses or proposes to use the Intellectual Property Rights of any third party in the provision of the Services, or to the extent the Purchaser will use or might propose to use the Intellectual Property Rights of any third party in the use and enjoyment of the Services:
  - (i) it has obtained, or will obtain at no further cost to the Purchaser, from the relevant third party all necessary licences and consents to use, or assignments of, such Intellectual Property Rights; and
  - (ii) that it will not breach any of the licences or assignments referred to in clause 12.2(a)(i).

### 12.3 Information

- (a) The Supplier is not to disclose or otherwise make available any Confidential information provided by or obtained from the Purchaser in relation to this Purchase Order except :
  - (i) to its employees;
  - (ii) (with the Purchaser's written consent;
  - (iii) if required by law; or
  - (iv) if it is in the public domain, except as a result of a breach of this Purchase Order.
- (b) If the Supplier deals with any Personal Information, it complies with all Privacy Laws as if it were an entity under those Privacy Laws and not do anything that would put the Purchaser in breach of any Privacy Laws in relation to Personal Information.

## 13 CANCELLATION

13.1 The Purchaser, may without prejudice to any of its other rights or remedies, cancel in whole or in part and without liability to the Supplier in relation to such cancellation other than under this clause 13, the purchase of any unshipped Goods and/or the provision of any unperformed Services. The Purchaser will only exercise this right where it has a reasonable basis for doing so (for example, due to changes in its business requirements or budget).

13.2 If the cancelled unshipped Goods and/or unperformed Services covers any standard stock merchandise, the Purchaser's obligation shall only be to pay for Goods shipped prior to the cancellation.

13.3 If the cancelled unshipped Goods and/ or unperformed Services covers Goods manufactured or fabricated to the Purchaser's specification or specifications prepared by Supplier for the Purchaser, upon receipt of notice of cancellation, the Supplier shall cease manufacture, supply or work in accordance with and to the extent specified in the notice and shall immediately do everything reasonably possible to mitigate any costs incurred by the Supplier as a consequence of the cancellation. Provided that the Supplier is not in material breach of the Purchase Order, the Purchaser's obligation to pay any Price in relation to any such Goods and/or Services will be limited to paying the costs reasonably and necessarily incurred by the Supplier in manufacturing or fabricating the Goods and/or performing the Services prior to the cancellation and supported by reasonably sufficient documentary evidence.

## 14 TERMINATION

In addition to any other rights of the Purchaser, if the Supplier materially breaches any of the terms, conditions or warranties in the Purchase Order, and the Supplier fails to remedy the breach within [30] days of being informed of the breach by the purchaser or if the Supplier becomes insolvent or an administrator, receiver or controller is appointed to the Supplier or to its business or assets, or it makes any assignment for the benefit of creditors, the Purchaser may on written notice to the Supplier, terminate this Purchase Order. On termination the Purchaser may elect to keep and pay for any Goods that have been delivered and may return any delivered Goods not yet paid for at the Supplier's cost and without any obligation to make payment for them.

## 15 OTHER

15.1 The Supplier may not subcontract or assign any of its rights or obligations under this Purchase Order without the Purchaser's written consent, which must not be unreasonably withheld. The Purchaser may assign this Purchase Order at any time to any entity with sufficient financial capacity (whether directly or indirectly including by way of intra-group arrangements) so that such assignment does not have a material detrimental impact on the Supplier.

15.2 Where any provision of this Purchase Order is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions of this Purchase Order.

15.3 This Purchase Order is governed by the laws in force in the Australian State or Territory where the Delivery Address is located.

15.4 If a dispute arises in connection with this Purchase Order (**Dispute**) either party may issue a notice to the other party, setting out reasonable details of the Dispute (**Dispute Notice**), following which the parties must promptly hold good faith discussions to attempt to resolve the Dispute. Neither party may commence legal proceedings in relation to the Dispute unless

- (a) the purpose of the proceedings is to seek urgent injunctive or declaratory relief; or
- (b) the parties have been unable to resolve the Dispute within 20 Business Days of the applicable Dispute Notice being received.

## 16 PPSA

16.1 The parties acknowledge that this Purchase Order may constitute a Security Interest in favour of the Purchaser. Terms used in this clause 16 have the meaning given to them in the PPSA.

16.2 If the Purchaser determines that this Purchase Order (or a transaction in connection with it) is or contains a Security Interest, the Supplier agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Purchaser asks and considers necessary for the purposes of:

- (a) ensuring that the Security Interest is enforceable, perfected and otherwise effective;

- (b) enabling the Purchaser to apply for any registration, complete any Financing Statement or give any notification, in connection with the Security Interest; or
  - (c) enabling the Purchaser to exercise rights in connection with the Security Interest.
- 16.3 The Supplier must notify the Purchaser as soon as the Supplier becomes aware of any of the following:
- (a) if any Personal Property which does not form part of the Purchaser's Personal Property becomes an Accession to the Purchaser's Personal Property and is subject to a Security Interest in favour of a third party, that has attached at the time it becomes an Accession;
  - (b) if any of the Purchaser's Personal Property is located or situated outside Australia or, upon request by the Purchaser, of the present location or situation of any of the Purchaser's Personal Property; or
  - (c) if the Supplier parts with possession of the Purchaser's Personal Property.

- 16.4 The Supplier must not:
- (a) create any security interest or lien over any of the Purchaser's Personal Property whatsoever (other than Security Interests granted in favour of the Purchaser);
  - (b) sell, lease or dispose of its interest in the Purchaser's Personal Property;
  - (c) give possession of the Purchaser's Personal Property to another person except where the Purchaser expressly authorises it to do so;
  - (d) permit any of the Purchaser's Personal Property to become an Accession to or Commingled with any asset that is not part of the Goods supplied under this Purchase Order (if any); or
  - (e) change its name without first giving the Purchaser 15 Business Days' notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.

## 17 INDIGENOUS ENGAGEMENT

17.1 The Supplier acknowledges the Purchaser's commitment to stimulating the growth of Indigenous enterprises and providing Indigenous Australians with more opportunities to participate in the economy. Therefore, the Supplier will use reasonable endeavours to look for opportunities to increase, in the delivery of the Supplies where possible:

- (a) its purchasing from Indigenous Enterprises; and
- (b) employment of Indigenous Australians.

17.2 Opportunities for such Indigenous engagement may be in the form of an Indigenous person(s) or Indigenous Enterprise as sub-supplier, and/or use of Indigenous suppliers in the Supplier's own supply chain.

## 18 DATA SECURITY REQUIREMENTS

18.1 The Supplier must:

- (a) comply with applicable Purchaser Policies as they relate to the Purchaser Data;
- (b) implement, maintain and enforce appropriate and industry best practice security procedures and safeguards in order to protect Purchaser Data in the Supplier's possession and control against any misuse, loss, interference unauthorised access, modification or disclosure;
- (c) ensure that the Purchaser has access at all times to Purchaser Data while it is in the Supplier's possession or control and provide that Purchaser Data to the Purchaser upon request;
- (d) if any Purchaser Data is lost, damaged, corrupted or otherwise unable to be accessed, take all reasonably practicable measures available to the Supplier to recover and restore that Purchaser Data immediately (and such measures will be at Supplier's cost to the extent such loss, damage, corruption or loss of access is caused or contributed to by the Supplier or its Personnel);
- (e) immediately notify the Purchaser if it becomes aware of any likely, suspected or actual misuse or loss of, interference with or unauthorised access to, modification of, or disclosure of, Purchaser Data, or breach of the Supplier's obligations relating to Purchaser Data (**Data Breach**), or is or may be required by law to disclose any Purchaser's Data or Data Breach (**Notifiable Event**);

- (f) comply with any reasonable direction from the Purchaser with respect to:
  - (i) assessing, investigating, remedying and addressing a Data Breach; or
  - (ii) a Notifiable Event, including providing information requested by the Purchaser relevant to the Notifiable Event, and not otherwise disclosing to any third party the circumstances regarding the Notifiable Event without express prior written approval from the Purchaser;
- (g) inform and co-operate with the Purchaser in the event of any breach or risk regarding the security of Purchaser Data;
- (h) ensure that any person who is authorised by the Supplier to have access to Purchaser Data complies and agrees to comply with this clause 18 to the same extent as the Supplier; and
- (i) only disclose, store, transfer, and make the accessible Purchaser Data within Australia, the country in which the Purchaser Data is shared by the Purchaser, or as otherwise set out in the Purchase Order.

## 19 CHANGES TO PURCHASER POLICIES

19.1 The Purchaser may amend the Purchaser Policies or issue new Purchaser Policies from time to time by notifying the Supplier in writing. If:

- (a) the Purchaser changes or modifies any Purchaser Policy, or introduces a new Purchaser Policy, that the Supplier (or any of its Personnel) is required to comply with; and
- (b) the Supplier can demonstrate that it would be required to incur additional material costs in order to comply with such new, changed or modified Purchaser Policy,

then the Supplier must notify the Purchaser in writing and the parties will agree a reasonable increase in the fees and charges payable by the Purchaser to the Supplier under this Purchase Order to cover such additional material costs. If the parties fail to agree an increase in the fees and charges payable by the Purchaser to the Supplier under this Purchase Order in accordance with the preceding sentence within 30 days of the Purchaser introducing the new, changed or modified Purchaser Policy, then the Supplier is not required to comply with that new, changed or modified Purchaser Policy for the purposes of the Goods and/or Services under this Purchase Order. and the Purchaser can terminate this Purchase Order without any liability to the Supplier in relation to such termination.

## 20 DEFINITIONS AND INTERPRETATION

20.1 In this Purchase Order:

- (a) Clause headings are inserted for convenience only and do not affect interpretation.
- (b) 'Includes' in any form is not a word of limitation.
- (c) The Price is in Australian currency and an obligation to pay money is an obligation to pay in Australian dollars.
- (d) A reference to 'days' will be calendar days unless otherwise stated.

20.2 The following definitions apply to this Purchase Order:

**Acceptance** has the meaning given to it in clause 8.4 and 'Accepted' has the same meaning.

**Business Day** means any day other than a Saturday, Sunday or public holiday observed in the Australian State or Territory where the Delivery Address is located.

**Claim** includes any claim, including a notice, demand, debt, account, action, expense, cost, lien, liability, proceeding, litigation (including legal costs) investigation or judgment of any nature, whether known or unknown.

**Confidential Information** means:

(a) information of a confidential nature relating to or developed in connection with the party's business or affairs which is disclosed to, learnt by, or which otherwise comes to the knowledge of or into the possession of, the other party;

(b) information designated by that party as confidential; or

(c) information about clients, customers, employees, or contractors of, or other persons doing business with, that party.

**Data Breach** has the meaning given in clause 18.1(e).

**Defective** means Goods and/or Services (or any aspect of them) which are not in accordance with the Purchase Order or which are damaged, deficient, faulty, inadequate or incomplete.

**Delivery Address** means the place for delivery specified on the Purchase Order and 'site' has the same meaning.

**Delivery Date** means the delivery date specified on the Purchase Order.

**Goods** means the goods, if any, described on the Purchase Order which the Supplier is to Supply.

**Indigenous Enterprise** means an organisation that is at least 50 per cent or more Indigenous Australian owned as required by Supply Nation (details available here: <https://supplynation.org.au/>).

**Intellectual Property Rights** means all industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), designs and circuit layouts but excludes non-assignable moral rights and similar non-assignable personal rights of authors and producers.

**Notifiable Event** has the meaning given in clause 18.1(e).

**Personal Information** means all personal information (as defined in the *Privacy Act 1988* (Cth)) which is received or learnt by a party from any source as a consequence of or in the course of exercising or performing its rights and obligations under this Purchase Order.

**Personnel** means party's employees, secondees, directors, officers, contractors, professional advisers and agents.

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

**Policies** means the Purchaser standards, procedures and policies as notified by the Purchaser, as amended from time to time in accordance with any applicable law, and any other guidelines, rules, requirements or site specific conditions which the Purchaser makes available to the Supplier from time to time.

**Privacy Laws** means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth), the *Telecommunications Act 1997* (Cth), the privacy policy issued by the Purchaser from time to time and any other applicable laws and binding industry codes and Policies relating to the management of Personal Information applicable to the local jurisdiction in which the Supplies are received by the Purchaser.

**Purchaser** means Alliance Automation Pty Ltd.

**Purchaser Data** means data of any kind of the Purchaser or of any customer or supplier of a RBC (other than the Supplier) that the Supplier accesses, stores or handles in the course of providing the Services, and includes all data that is:

- (a) Personal Information;
- (b) Purchaser's Confidential Information; or
- (c) corporate proprietary or financial information.

**Purchase Order** means the purchase order for Goods and/or Services issued by the Purchaser to the Supplier containing, amongst other things, a description of the Goods and/or Services and includes the Purchase Order terms and conditions.

**Purchase Order Terms and Conditions** means these terms and conditions and any amendment to these terms and conditions to which the parties may expressly agree in writing.

**Price** means the price set out in the Purchase Order which is exclusive of GST but is inclusive of all other costs and charges.

**Related Bodies Corporate (RBC):**

(a) has the meaning given to that term in the *Corporations Act 2001* (Cth); or

(b) if that Act does not apply, means an entity controlled by, controlling, or under common control with a party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity whether through the ownership of voting securities, by contract, or otherwise.

**Security of Payment Act** means, where the Supply is in:

New South Wales – the *Building and Construction Industry Security of Payment Act 1999* (NSW);

Victoria – the *Building and Construction Industry Security of Payment Act 2002* (Vic);

Queensland – the *Building Industry Fairness (Security of Payment) Act 2017* (Qld);

South Australia – the *Building and Construction Industry Security of Payment Act 2009* (SA);

Northern Territory – the *Construction Contracts (Security of Payments) Act 2004* (NT);

Australian Capital Territory – the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);

Western Australia – the *Construction Contracts Act 2004* (WA) and the *Building and Construction Industry (Security of Payment) Act 2021* (WA);

Tasmania – the *Building and Construction Industry Security of Payment Act 2009* (TAS).

**Services** means the services, if any, described on the Purchase Order which the Supplier is to perform.

**Supplier** means the party identified as such in the Purchase Order.

**Supply** includes the supply, delivery and storage of the Goods and/or the performance of the Services in accordance with this Purchase Order and all other matters which are necessary or incidental which the Supplier must provide or perform in order to comply with this Purchase Order.

**Warranty Period** means the period of 12 months commencing on the date of delivery of the Goods and/or 12 months from the date on which the Service is performed unless some other period is stipulated in the Purchase Order.