



# STANDARD TERMS & CONDITIONS OF PURCHASE

## 1 Definitions and interpretation

### 1.1 Definitions

In these terms and conditions ('the Terms') the following have the meanings set out below:

**'Company'** means Morris Corporation any related subsidiary.

**'Contract'** is defined in Clause 2.1

**'Deducted Amount'** is defined in Clause 11.1

**'Deliverables'** means Goods, rights and Services identified in the Purchase Order.

**'Delivery Location'** means the place identified in the Purchase Order in relation to the provision of the Deliverables.

**'Goods'** means all goods, materials, equipment and parts to be provided by the Supplier to the Company as detailed in a Purchase Order.

**"GST"** means A new Tax System (Goods and Services Tax) Act 1999 (Cth).

**'Laws'** means the requirements of all statutes, rules, regulations, proclamations, awards, ordinances, by-laws or Australian Standards, present or future, and whether state, federal or otherwise.

**'Material'** means any material in any form or medium brought into existence as part of, or for the purpose of, producing the Supply, and includes but is not limited to documents, equipment, information or data stored by any means.

**'Moral Rights'** means the right of attribution of authorship of work, the right not to have authorship of work falsely attributed and the integrity of authorship as defined in the *Copyright Act 1968* (Cth).

**'Party'** means a party to the Contract.

**'Personnel'** means:

(a) in relation to the Supplier, any of its employees, Subcontractors (including Subcontractors' Personnel), agents and representatives involved either directly or indirectly in the performance of the Supply;

(b) in relation to the Company, any of its past or present officers, employees, agents or representatives; and

(c) in relation to a Subcontractor, any of its employees, agents or representatives involved either directly or indirectly in the performance of the Supply.

**'Price'** is defined in Clause 8.1

**'Purchase Order'** means individual purchase orders as may be issued by the Company to the Supplier in respect of the Supply, which shall be subject to the Contract.

**'Services'** means the work identified in the Purchase Order to be performed by the Supplier in accordance with the Contract.

**'Site'** means the Company's premises identified in the Purchase Order.

**'Subcontractor'** means any person engaged by the Supplier in accordance with Clause 19 to perform all or any part of the Supply on behalf of the Supplier.

**'Supplier'** means the Party (as identified in the Purchase Order) responsible for providing the Supply.

**'Supplier Default Notice'** is defined in Clause 17.2

**'Supply'** means the supply of Deliverables in accordance with the Purchase Order.

### 1.2 Interpretation

(a) Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all genders, reference to a 'person' includes a natural person, company, body corporate or other form of legal entity, and reference to 'including' and 'includes' or similar words is to read as if followed by 'without limitation'.

(b) A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

(c) Headings do not affect the interpretation of this document.

## 2 Evidence of Contract and precedence of documents

### 2.1 Contract

- (a) The Contract consists of the following documents:
- (i) The Purchase Order;
  - (ii) These Terms and Conditions ('the Terms'); and
  - (iii) Any terms or conditions in writing expressly stipulated by the Company as forming part of a Contract.
- (b) The Company is not contractually bound until a formal Purchase Order is placed by the Company and then only to the extent of the issues specifically covered by that Purchase Order.
- (c) The Contract is the only terms and conditions upon which the Company is prepared to deal with the Supplier and the Contract shall govern the Supply to the entire exclusion of all other terms or conditions.

### 2.2 Precedence of documents

If any of the terms of the Contract conflict with or contradict each other, the following order of priority will apply: (1) any express written agreement from the Company; (2) the Purchase Order; (3) these Terms.

### 2.3 Entire agreement

Without limiting clause 2.1(c):

- (a) The Contract contains the entire agreement between the Company and the Supplier with respect to its subject matter and supersedes all prior communications and negotiations between the Company and the Supplier in this regard.
- (b) No terms or conditions submitted by either Party that are in addition to, different from or inconsistent with those contained herein or in the Purchase Order, including, without limitation, the Supplier's printed terms and conditions, and any terms and conditions contained in any Supplier's quotation, invoice, Purchase Order acknowledgment, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either Party unless specifically and expressly agreed to in a



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writing signed by duly authorised representatives of both parties.

## **3 Acceptance**

- (a) Each Purchase Order for Goods or Services by the Company from the Supplier shall be deemed to be an offer by the Company to buy stipulated Goods or Services subject to the Contract and no Purchase Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order, accepts the offer.
- (b) The Contract can only be changed, or other terms agreed, in written correspondence signed by a director or other senior officer of the Company.
- (c) These Terms are available from the Company on request and are posted on the Company's website.

## **4 Performance by Supplier**

The Supplier must perform the Supply in accordance with the terms and conditions of the Contract and in consideration of the payment of the Price by the Company.

## **5 Specifications**

- 5.1 If the Company orders Goods, then, unless otherwise stated, the Contract is deemed to include the supply of all relevant documentation and certification, and of any commissioning of those Goods, necessary to enable the Company to use them for their intended purpose.
- 5.2 If the Company orders Services then, unless otherwise stated, the Contract includes the complete performance of those services including any employee instruction, manuals, explanations or certifications necessary to enable the Company to benefit from the Services for their intended purpose.
- 5.3 If the Company orders Goods or Services then, unless otherwise stated, the Contract includes provision by the Supplier to the Company, for the Price, of any legal rights necessary to permit the Company to lawfully use those Goods or Services for their intended purposes.
- 5.4 The quantity, quality and description of Deliverables will be as specified in the Company's Purchase Order or as otherwise agreed by the Company in writing.
- 5.5 The Supplier must comply with all applicable Laws concerning the performance of the Supply, and ensure that the Company can, in compliance with all applicable Laws, fully utilise and benefit from the Deliverables for their intended purposes.
- 5.6 The Company will be allowed to inspect any ordered Goods during manufacture and storage so long as the inspection is requested with reasonable notice. If, as a result of the inspection, the Company is not satisfied that the quality of the Goods or the standards of their manufacture, storage or handling conforms with the Contract, the Supplier will take such steps as are necessary to ensure compliance. If, after that, the Company is still not satisfied, it can cancel the Purchase Order without penalty or any liability to or through the Supplier.
- 5.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

5.8 If, before Supply has occurred, the Company notifies the Supplier in writing of any change in the desired specification (including as to quality and time frame) of the Goods or Services, the Supplier will respond as follows:

- (a) If the change would reduce the Supplier's costs, the Price will reduce to fairly reflect that saving;
- (b) If the change would increase the Supplier's costs, the Supplier may notify the Company promptly, in writing, of a proposed revision of the Price fairly and proportionately reflecting any such unavoidable increased cost;
- (c) If the change would for any reason be unachievable, the Supplier may notify the Company of that promptly and in writing. Both parties will then use reasonable efforts to reach a mutually acceptable Contract variation;
- (d) Failing notice by the Supplier within 7 days of receipt of the request from the Company, the change proposed by the Company will be deemed to have been accepted by the Supplier, and the Contract will be deemed to have been varied with immediate effect to reflect the requested specification change with no increase of the Price; and
- (e) In no event, agreed or not, will the Company be liable to the Supplier in respect of any contract variation for more than a reasonable and proportionate reflection of such increased costs as the Supplier could not reasonably have been expected to avoid. The Price will not in any circumstance increase except with the Company's express written agreement under, or referring explicitly to, this sub-section.

5.9 The Supplier will comply with any reasonable requirements the Company may have as regards the packaging and packing of any ordered Goods, and as to information to be displayed on packaging or included on dispatch documentation and bills of lading. Subject to that, the Supplier will ensure that all packaging, packing, labelling and documentation is such as to ensure full compliance with applicable Laws throughout the delivery process.

## **6 Warranties and liability**

- 6.1 The Goods and Services shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Contract and in particular, any specification supplied or advised by the Company to the Supplier.
- 6.2 Without limiting clause 6.1, the Supplier warrants that:
  - (a) The quantity and quality for the Deliverables will be those set out in the Purchase Order and in accordance with the Company's specifications, apart from which then of the highest standard reasonably to be expected in the market for that kind of Deliverable;
  - (b) Any Goods will be new and free from defects in materials and workmanship;
  - (c) Any Deliverables will comply with all applicable Laws, and with all normally applicable quality standards, relating to their sale or supply;
  - (d) All claims made by the Supplier about any Deliverables, and all apparently serious claims in the Supplier's advertising and promotional material, are correct and can be relied upon by the Company;
  - (e) Any Services will be performed by appropriately



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- qualified and trained Personnel; and
- (f) Neither the sale and supply of any Deliverable, nor its use by the Company for its intended purpose, will breach any property rights in or about that Deliverable, including intellectual property rights, of any other person.
- 6.3 All warranties, conditions and other terms implied by statute or common law in the Company's favour will apply to any Deliverables purchased from the Supplier, in addition to and cumulative of express warranties given by the Supplier in these Terms.
- 6.4 The Supplier will indemnify and keep indemnified the Company, in full, immediately upon the Company's written demand, from and against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:
- (a) defective workmanship, quality or materials;
- (b) the provision by the Supplier of any Services;
- (c) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods or Services; and
- (d) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.
- 6.5 If the Supplier fails to comply with any obligation under the Contract the Company will be entitled, at its discretion, to reject any Deliverable and the Supplier will not be entitled to receive payment for that Deliverable.
- 6.6 If any Deliverables were bought or obtained by the Supplier from a third party then any benefits or indemnities that the Supplier holds from that other party, in respect of those items, will be held on trust for the Company, in addition to and cumulative of the Company's rights and remedies expressly stipulated in these Terms.
- 6.7 To the extent permitted by Law and for the benefit of the Company, the Supplier consents, and must use its best endeavours to procure that each author of Material consents in writing, to the use by the Company of Material, even if the use may otherwise be an infringement of their Moral Rights.
- 6.8 The Supplier will insure itself, and keep insured until Supply is complete, against all normal insurance risks relevant to the Supply, on terms and for amounts consistent with normal business prudence. The Supplier will demonstrate to the Company the terms and currency of any such insurance on request.
- 6.9 The Supplier will maintain relevant industry qualifications, permits and licences.
- 6.10 The Supplier will provide copies of such qualifications, permits and licences to the Company upon request.
- 7 Delivery, title and risk**
- 7.1 Delivery
- (a) The Supplier agrees to provide the Deliverables nominated in the Purchase Order within the time(s) quoted in the Purchase Order, failing which the Company may, in addition to its other rights and remedies:
- (i) cancel the relevant Purchase Order in whole or in part and be relieved of all liability for any undelivered portion (and a waiver by the Company of its right to cancel any Purchase Order for the late delivery of any Goods or Services shall not constitute a waiver of such rights as to future deliveries);
- (ii) refuse to accept any subsequent delivery of the Goods or Services which the Supplier attempts to make;
- (iii) recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the Goods or Services in substitution from another supplier;
- (iv) claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to deliver the Goods on the due date; or
- (v) deduct 1% of the Price for those Goods or Services, for every week's delay.
- (b) Time is of the essence when Goods or Services are supplied to the Company.
- (c) The Company will only accept deliveries during its normal business hours.
- (d) A packing or delivery note quoting the number of the Purchase Order must accompany each delivery of Goods.
- (e) Where Goods are supplied in instalments, the Purchase Order is to be treated as a single order. If the Supplier fails to deliver or perform any instalment the Company may treat the whole Purchase Order as repudiated and may terminate the Purchase Order.
- (f) The Company may accept or reject any Deliverables which are not fully in accordance with the Contract within 14 days after the Supply and, in the case of latent defect, within a reasonable time after the defect becomes apparent.
- (g) If any of the Goods do not comply with all order requirements the Company can demand that the Supplier repair them or supply replacement goods within seven days or, at the Company's sole discretion, the Company can reject the goods and demand the repayment of any sum already paid for them.
- (h) The Company will not be bound to return to the Supplier any packaging or packing material, but if any relevant requirement for packaging recycling applies, the Supplier will take materials back free of charge on request.
- 7.2 Title
- Full, unencumbered title to each Good will pass to the Company upon the earlier of:
- (a) The Company making payment in full to the Supplier for that Good; or
- (b) The Good being delivered to the Delivery Location and accepted by the Company.
- 7.3 Risk



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Risk in each Good will remain with the Supplier until its delivery and acceptance by the Company.

## 8 Price

- 8.1 The Price means the aggregate amount payable by the Company to the Supplier in relation to the Supply.
- 8.2 The Price will be as specified in the Company's Purchase Order and, unless otherwise stated, will be:
- (a) Exclusive of any applicable GST (which will be payable by the Company subject to the receipt of a valid GST invoice);
  - (b) Inclusive of all other charges and expenses incurred by the Supplier in relation to the provision of the Supply, including, without limitation, freight, travel expenses and subsistence expenses, and of any duties or levies other than GST; and
  - (c) Payable in Australian Dollars.
- 8.3 The Company will be entitled to any discount for prompt payment, bulk purchase or the like normally granted by the Supplier in comparable circumstances. No variation in the Price or extra charges shall be accepted by the Company.
- 8.4 If the Company is reliant on the Supplier for any supplies of maintenance, training, spare parts, consumables or other goods, rights or services, to benefit fully from the Goods ('Follow-on Deliverables'), then the Supplier will provide those Follow-on Deliverables or procure them to be provided, for at least 12 months following full supply, at fair and reasonable prices which take no advantage of the Company's dependence on the Supplier for their supply.

## 9 Goods and Services Tax (GST)

The parties agree that:

- (a) GST is payable on certain supplies of goods and/or services;
- (b) Words defined in the GST Law have the same meaning in these terms and conditions unless specifically defined in this clause;
- (c) All charges and amounts payable by one Party to another under the Contract are stated exclusive of GST; and
- (d) For each taxable supply under or in connection with the Contract:
  - (i) The Supplier will be entitled to charge the Company for any GST payable by the Supplier in respect of the taxable supply;
  - (ii) The Company must pay to the Supplier the amount of the GST at the same time as the relevant charge applicable to the Supply becomes payable under the Contract;
  - (iii) The Supplier must provide a valid tax invoice (or a valid adjustment note) to the Company in respect of the taxable supply.

## 10 Payment

- 10.1 The Supplier must render an invoice ('the Invoice') to the Company in relation to the provision of the Supply on or after the provision of the Supply, calculated by reference to the prices, fees or other amounts specified in the Purchase Order;
- (a) The Invoice must be in a form acceptable to the Company and must contain the following information:

- (b) The number of the Purchase Order to which the Invoice relates;
- (c) A brief description of the Supply provided in the period covered by the Invoice; and
- (d) Any further verification or documentation in relation to the Invoice as is reasonably required by the Company.
- (e) No sum may be invoiced more than six months late.

- 10.2 Subject to Clause 10.3, 11 and 17.1 the Company will pay to the Supplier the amount shown on the Invoice within 30 days from the receipt of the Invoice.
- 10.3 If the Company disputes any amount shown on the Invoice, it must notify the Supplier within 14 days from receipt of the Invoice and must pay any amounts not in dispute in accordance with Clause 10.2, provided that the payment by the Company of any amount the subject of a disputed Invoice is not to be considered as an acceptance of the amount in dispute or of the Company's liability to make that payment.
- 10.4 The Supplier is not entitled to suspend deliveries of Goods or provision of Services as a result of any sums being outstanding by the Company.
- 10.5 Payment by the Company for Goods or Services does not constitute acceptance by the Company of those Goods or Services or affect any right or remedy the Company has under the Contract.

## 11 Deductions

- 11.1 The Company may:
- (a) Deduct from any moneys due or becoming due to the Supplier pursuant to Clause 10.2 the following amounts:
    - (i) All debts and moneys due from the Supplier to the Company;
    - (ii) All liabilities which the Company may have paid, suffered or incurred and which the Supplier is liable to bear, pay or reimburse to the Company; and
    - (iii) The cost of remedying any defective or damaged Goods; or
  - (b) Without prejudice to the Company's rights pursuant to any other provision of the Contract, if the Supplier fails to perform any of its obligations under the Contract, without notice withhold payment of all or part of any amounts payable to the Supplier under the Contract, until the matter has been remedied.

- 11.2 The Company must notify the Supplier of the details of any amounts withheld or deducted pursuant to Clause 11.1

## 12 No minimum purchase or exclusivity

- 12.1 No minimum purchase  
Nothing in the Contract obliges the Company to request or acquire any minimum level of Supply from the Supplier.
- 12.2 No exclusivity  
The Contract is not evidence of, nor does it create, an exclusive relationship between the Company and the Supplier in respect of the Supply.





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## 13 Health, safety and environment

### 13.1 Application of clause

This Clause 13 applies to the extent the Supplier or any of its Personnel are required to be on, or near the vicinity of, the Site for the purposes of the Supply.

### 13.2 Compliance with health, safety and environmental laws, policies and standards

The Supplier agrees to comply, and to ensure that its Personnel comply, with:

- (a) The Company's Workplace Health, Safety and Injury Management and Environmental Management Policies; and
- (b) All relevant health, safety and environmental legislation and Laws in force from time to time.

Without limiting any other provision of the Contract, the Supplier must familiarise itself with the work area and any potential hazards prior to commencing work.

### 13.3 Environmental management

The Supplier will observe the principles of ecologically sustainable development where its activities and operations affect the environment.

The Supplier will ensure that it does not pollute, contaminate or damage the environment and keep the Company's premises clean and tidy and free of refuse during the performance of the Services.

### 13.4 Supplier to remain liable

Nothing in this Clause 13 limits or removes any obligation or duty imposed on the Supplier or any of its Personnel, whether under the Contract or otherwise, to secure or have regard to the health and safety of any of its Personnel.

### 13.5 Removal from Site

Notwithstanding any other term of the Contract, in the event of any breach of this Clause 13, the Company may:

- (a) Require the Supplier, Supplier's Personnel and/or any other person to leave the Site immediately; and
- (b) Require the Supplier and/or any of its Personnel to remove any material or substance from the Site, and the Supplier must, at its own cost, ensure such request is immediately complied with and take all possible action to ensure the protection and safety of all works, personnel and the environment.

## 14 Termination

- (a) The Company may suspend performance of, or cancel, or suspend and then at any subsequent time cancel, the Contract, without any liability to the Supplier, if the Supplier's business fails.
- (b) The Supplier's business will be treated for this purpose as having failed if:
  - (i) The Supplier makes any voluntary arrangement with its creditors;
  - (ii) (Being an individual or firm) the Supplier becomes bankrupt;
  - (iii) (Being a company) the Supplier becomes subject to an administration order or goes into liquidation;

(iv) Any third party takes possession of, or enforces rights over, any of the Supplier's property or assets under any form of security;

(v) The Supplier stops or threatens to stop carrying on business;

(vi) The Supplier suffers any process equivalent to any of these, in any jurisdiction; or

(vii) The Company reasonably believes that any of the events mentioned above is about to occur and notifies the Supplier accordingly.

(c) Any right of cancellation or suspension under this section is additional to any rights available to the Company under the law of any relevant jurisdiction.

## 15 Termination at will

15.1 If Goods have been offered to the Company by the Supplier as, or if they are, standard or stock items, the Company can, by notice to the Supplier, at any time up to delivery cancel the commitment to buy the Goods.

15.2 Any other commitment to receive and pay for the Goods may be cancelled by the Company as follows: the Company will be bound to reimburse the Supplier for all irrecoverable costs incurred, or unavoidably committed, by the Supplier up to the point of cancellation. By "costs" is meant for this purpose the direct costs to the Supplier, to an aggregate amount not exceeding 75% of the purchase price for the cancelled commitment.

The Company will be entitled to the benefit of the part-finished Goods in question.

## 16 Termination or reduction of Services for convenience

16.1 In addition to any other rights it has under the Contract, the Company may, at any time, terminate the Contract in whole or in part for any reason or reduce the scope or quantity of the Goods or Services by notifying the Supplier in writing. If the Company issues such a notice, the Supplier must stop or reduce work in accordance with the notice; comply with any directions given by the Company; and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction in scope.

16.2 The Company shall only pay to the Supplier the proportion of the Price payable in respect of the work done and /or Services performed by the Supplier up to the date of termination, to a maximum of the Price less any payments already made, and any reasonable costs incurred by the Supplier that are directly attributable to the termination, if the Supplier substantiates these amounts to the satisfaction of the Company.

## 17 Supplier default

### 17.1 Supplier Default Notice

If the Supplier breaches any term of the Contract, the Company may serve a notice of default (Supplier Default Notice) on the Supplier containing the information specified in Clause 17.2.

### 17.2 Supplier Default Notice requirements

A Supplier Default Notice must:



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- (a) Either require that the breach be remedied within a specified period of not less than 14 days after service of the Supplier Default Notice on the Supplier or state that the breach is incapable of remedy; and
- (b) State that if the breach is not remedied within the period specified in the Supplier Default Notice or is incapable of remedy, then the Company may by further notice to the Supplier do one or more of the following:
  - (i) Elect wholly or partly to suspend payment under the Contract until the breach has been remedied by the Supplier;
  - (ii) Take such action as the Company deems necessary to cure the breach (the cost of such action so taken by the Company being recoverable from the Supplier as a debt due to the Company by the Supplier); or
  - (iii) Terminate the Contract or any part of it with effect from a specified date.

## 17.3 No prejudice

Notwithstanding the terms of any Supplier Default Notice, no action taken by the Company under this Clause 17 will prejudice the existence of any of its rights and remedies under the Contract or otherwise arising, which the Company may have as a result of the relevant breach.

## 18 Assignment

The Supplier must not assign any of its rights or obligations under the Contract without the prior written consent of the Company, which consent the Company may grant or withhold in its absolute discretion.

## 19 Subcontracting

### 19.1 Consent required

The Supplier must not subcontract the whole or part of any work in relation to the Supply without consent in writing by the Company, which consent the Company may grant or withhold in its absolute discretion.

### 19.2 Liability for subcontractors

The Supplier will be liable to the Company for the acts and omissions of any Subcontractors as if those were the acts or omissions of the Supplier. The Supplier remains fully responsible for the performance of the terms of the Contract, notwithstanding any subcontract or consent on the Company's part to a subcontract.

## 20 Severability

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

## 21 Waiver

Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

## 22 Notices

Any written notice under these Terms will be deemed to have been sufficiently served if posted by pre-paid official postal service, or if sent by fax then on receipt by the sender of a transmission control report from the despatching machine indicating that the transmission has been made without error, or if sent by e-mail (but in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by that e-mail route).

## 23 Anti-corruption and bribery

Both parties represent and affirm that (i) they will comply with all applicable country laws relating to anti-bribery and anti-corruption, including but not limited to the UK Bribery Act and the US Foreign and Corrupt Practices Act; and (ii) they will not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of this Contract. For the purposes of this clause, 'bribes or corrupt actions' mean any payment, gift or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws.

## 24 Dispute resolution

- (a) If any dispute arises under these Terms, such dispute shall be notified by the aggrieved Party to the other Party and first attempted to be settled amicably for the interest of the parties. Any resolution made shall be recorded in writing, signed and shall be final and binding for the parties.
- (b) Failing settlement within 60 business days, either the Company or the Supplier may commence legal proceedings.

## 25 Compliance with Laws

The Supplier must ensure that it and all Subcontractors comply with all relevant Laws in connection with the Supply and all its obligations under Australian tax laws.

## 26 Personal Property Securities Act 2009

- (a) The Supplier hereby acknowledges that these Terms and Conditions constitute a security agreement which creates a security interest in favour of the Company in all Goods previously supplied by the Company to the Supplier (if any) and all after acquired Goods supplied by the Company to the Supplier (or for the Supplier's account) to secure the Supplier's payment obligations to the Company from time to time and at any time, including future advances. The Supplier agrees to grant a "Purchase Money Security Interest" to the Company.
- (b) The Supplier acknowledges and agrees that by assenting to these terms the Supplier grants a security interest (by virtue of the retention of title clause in these Terms and Conditions) to the Company and all Goods previously supplied by the Company to the Supplier (or for the Supplier's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Supplier's purchase order.



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- (c) The Supplier undertakes to:
- (i) sign any further documents and/or provide any further information (which information the Supplier warrants to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register (“PPSR”);
  - (ii) not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior written consent of the Company;
  - (iii) give the Company not less than 14 days’ written notice of any proposed change in the Supplier’s name and/or any other changes in the Supplier’s details (including by not limited to changes in the Supplier’s address, facsimile number, email address, trading name or business practice);
  - (iv) pay all costs incurred by the Company in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Terms and Conditions including executing subordination agreements;
  - (v) be responsible for the full costs incurred by the Company (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA;
  - (vi) give the Company free and immediate access to its premises or places within its control to enable the Company to enforce its Security Interests;
  - (vii) procure, immediately upon request by the Company from any persons considered by the Company to be relevant to its security position, such agreement and waivers as the Company may at any time require; and
  - (viii) the Supplier waives any rights it may have under sections 115 of the PPSA upon enforcement.
- (d) Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Company, the Supplier waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.
- (e) The Supplier agrees that immediately on request by the Company the Supplier will procure from any persons considered by the Company to be relevant to its security position such agreement and waivers as the Company may at any time require.
- (f) To the maximum extent permitted by law, the Supplier waives its right to receive any notices from the Company under the Personal Property Securities Act 2001 (Cth).

### **27 Governing Law**

This Contract is governed by the Laws of Queensland and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of that State.

### **28 Third parties**

To the maximum extent permitted by law, third parties do not acquire any rights under a Contract.