**General Conditions of Purchase**

1. **DEFINITIONS**

   1.1. “Modern Slavery” means the person supplying the Goods or Services to the Company under this Agreement.

   1.2. “Order” means an order for Goods or Services issued by the Company.

   1.3. “Services” means the services specified in the Purchase Order.

   1.4. “Specification” means the specifications to which the Goods or Services must comply, as set out in the Purchase Order or as otherwise agreed between the Supplier and the Company.

2. **SUPPLY OF GOODS**

2.1. The Supplier must supply the Goods to the Company in accordance with this Agreement.

2.2. The Supplier must deliver the Goods to the delivery point by the delivery date, as specified in the Purchase Order or otherwise agreed between the Supplier and the Company.

3. **ACCEPTANCE OR REJECTION OF GOODS**

3.1. If the Goods conform and comply with this Agreement, the Company will accept the Goods. If the Goods do not conform and comply with this Agreement, the Company may reject the Goods giving reasons for rejection.

3.2. The Supplier must at its cost collect and remove any Goods that have been rejected promptly or the Company may return the Goods to the Supplier at the Supplier’s expense.

4. **PROVISION OF SERVICES**

4.1. The Supplier must provide the Services to the Company in accordance with this Agreement and must:

   a. complete the Services by the date for delivery specified in the Purchase Order;

   b. provide the Services with a standard of due care, skill, and diligence that would reasonably be expected from an experienced provider of services that are similar to the Services;

   c. provide the Services such that they comply with all relevant Australian Standards and to the extent relevant, any international standards accepted in the relevant industry or trade; and

   d. provide any and all equipment necessary for or incidental to the performance of the Services.

4.2. The Supplier warrants to the Company that where the Company has either expressly or by implication made known to the Supplier any particular purpose for which the Services are required, the Services must be fit for that purpose, and the purchase price is exclusive of any relevant Australian Standards and the extent relevant, any international standards accepted in the relevant industry or trade.

5. **FAILURE TO PERFORM SERVICES**

5.1. Without limiting any other available remedy, if the Supplier fails to provide the Services in accordance with this Agreement, the Company will not be required to pay for those Services until they are provided correctly and may require the Supplier to remedy any defects in the Services within the time specified by the Company.

5.2. If no default referred to in clause 5.1 is not capable of being remedied or the Services are not capable of being performed, or the Supplier fails within the time specified to remedy the defect or default or re-performs the Services, the Company may either have the Services remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay the reasonable costs incurred by the Company in doing so.

6. **GOODS WARRANTY**

6.1. The Supplier warrants to the Company that the Goods:

   a. are new (unless expressly agreed otherwise) and fit for the purpose stated in the Specification (if, for no purpose is stated, the purpose for which the Goods would ordinarily be used);

   b. conform in all respects with the Specification; (c) are free from any security interests or encumbrances; (d) are free from defects; and

   c. are of merchantable quality and comply with all laws and applicable Australian Standards.

6.2. If any of the Goods do not comply with clause 6.1 (Defective Goods) then the Company may reject the Goods giving reasons for rejection to which the Company is entitled, at the Supplier’s cost, require the Supplier (at the Company’s option) to, at the Company’s option, repair, replace, or remediate the relevant Defective Goods, or at the Supplier’s reasonable expense.

6.3. The Supplier will have the opportunity to accept Defective Goods as a variation and adjust the rates or fees accordingly, and recover its reasonable costs and expenses incurred in doing so as a variation of the Defective Goods.

6.4. The Supplier must also provide the Company with details and the full benefit of any applicable manufacturers’ warranties in respect of the Goods.

7. **INVOICING AND PAYMENT**

7.1. The Supplier must provide the Company a valid tax invoice in respect of the Goods or Services once they are completed or supplied, or at such other time specified in a Purchase Order.

7.2. The tax invoiced for the Goods or Services, reference to the relevant Purchase Order, contain any other information as the Company may reasonably require and be sent to the person and the address specified in the relevant Purchase Order.

7.3. The Company will pay the invoiced amount within 30 days from the end of month of receipt of an accurate invoice, however the Company will make a deduction for Goods that has not been submitted in accordance with the terms of this Agreement or that are returned, Services or Services that have not been accepted by the Company or are the subject of a dispute.

7.4. Payment of an invoice does not constitute acceptance or confirmation of any right and the Company may have under the Agreement.

7.5. The Company may reduce any payment due to the Supplier under the Agreement by set-off or counterclaim without prejudice to any other rights or remedies the Company may have under the Agreement.

8. **TERMINATION FOR CAUSE**

8.1. Either party may terminate the Agreement effective immediately, by notice in writing to the other party, if:

   a. the other party breaches a material obligation and fails to rectify that breach within a reasonable time after written request by the requesting party to do so; or

   b. the other party becomes insolvent, insolvent, has debts not paid or has debts that have not been paid or have revoked (within the time required) a statutory demand.

8.2. Upon receipt of a notice of termination from the Company, the Supplier must cease the supply of the Goods and Services and as soon as practicable and in any event, not later than 7 days after receipt of the notice of termination:

   a. if relevant, remove and demobilise all of the Supplier’s equipment, debris and other property and leave the site in a tidy and safe condition;

   b. take all reasonable action to mitigate any losses or damages that may be incurred by the Supplier as a result of the termination of this Agreement; and

   c. provide any and all equipment necessary for or incidental to the performance of the Services by the date for delivery specified in the Purchase Order under clause 9.1, the Supplier will be entitled to be paid the price for any Goods supplied and Services performed in accordance with this Agreement.

8.3. The Supplier will be entitled to be paid:

   a. the price for any Goods supplied and Services performed in accordance with this Agreement;

   b. any verifiable non-recoverable costs that the Supplier properly and directly incurred prior to the date of termination for the purpose of fulfilling the Purchase Order.

8.4. The Supplier, the Company, the Company’s insurers and representatives of the Supplier who have not been exposed to the information.

9. **LIABILITY**

9.1. The Company may without cause terminate the Agreement or any Purchase Order on 14 days’ written notice.

9.2. If the Company terminates the Agreement or any Purchase Order under clause 9.1, the Supplier will be entitled to be paid:

   a. the price for any Goods supplied and Services performed in accordance with the Specification; and

   b. any verifiable non-recoverable costs that the Supplier properly and directly incurred prior to the date of termination for the purpose of fulfilling the Purchase Order.

9.3. The Supplier will be entitled to be paid:

   a. any valid, outstanding, and unpaid invoices that have been submitted in accordance with the terms of this Agreement or that are being held for set aside or have revoked (within the time required) a statutory demand.

9.4. The Company will not, as a result of any sub-contracting arrangement, be relieved from any obligation under this Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the acts and omissions of the Supplier.

10. **ENTIRE AGREEMENT**

10.1. This Agreement constitutes the entire agreement and supersede all prior negotiations, understandings, and agreements between the Company and the Supplier.

11. **COMPLIANCE WITH LAW**

11.1. The Supplier must in the supply of the Goods or Services, comply with all laws and with any lawful requirements or policies of the Company as advised by the Company.

12. **MODERN SLavery AND CODE OF CONDUCT**

12.1. The Supplier warrants that it:

   a. investigates the risk of Modern Slavery in its operations and supply chain; (b) assesses and addresses risks regarding Modern Slavery, including implementing appropriate due diligence and remediation procedures; (c) will notify the Company if a person or representative of the Company satisfies any of the conditions or criteria set out in the Modern Slavery Code of Conduct.

13. **GENERAL**

13.1. This Agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

14. **NOTICES**

14.1. Any notice under this Agreement has the effect of or is taken to have the effect of excluding, restricting or modifying the provisions of any relevant or applicable statute. It is determined that a notice in writing, sentence, paragraph or clause is unenforceable, illegal or void, then it is severed and the other provisions of this Agreement remain operative.

15. **DISSOLVING PARTIES**

15.1. If a party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power, or remedy. A similar partial exercise of a power does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the notice.

16. **OTHER RIGHTS**

16.1. Any indemnity under this Agreement is independent and the Company will not be obliged to pay any invoice that has not been paid or reimbursed in accordance with the Company’s express written agreement.

17. **ACCESS**

17.1. The Company grants the Supplier access to the Company’s premises as is reasonably necessary to supply the Goods or provide the Services. The Supplier must ensure that its employees, agents and subcontractors do not unduly interfere with the operations of the Company, must prevent nuisance, act in a safe and lawful manner and comply with any of the Company’s safety standards, inductions, policies, rules and reasonable directions.

18. **SUB-CONTRACTING**

18.1. The Supplier must not sub-contract to any third person any of its obligations in relation to the Goods or Services without the prior written consent of the Company (which may be given or withheld in its discretion).

19. **FORCE MAJEURE**

19.1. In the event that the Supplier does not remediate, or provide an acceptable plan to remediate, an identified instance of Modern Slavery within the period specified by the Company, the Company reserves the right to terminate this Agreement.

20. **GENERAL**

20.1. This Agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.