

# Purchase Order - General Terms and Conditions

1. **Definitions:** "Purchase Order" ("PO") means these terms and conditions together with all documents attached hereto or incorporated herein by reference including the documents identified in clause 3, "Purchaser" means Contrast Constructions Pty Ltd (ABN 20 100 835 934) ("CCPL"). "Supplier" means the individual, partnership, corporation, trust or other entity to whom this PO is addressed, "Goods" means all materials, labour, equipment, documentation, services and all other obligations, duties and responsibilities required to be furnished or performed by Supplier under the PO.
2. **Contract:** The PO together with all documents attached hereto or incorporated therein by reference, shall constitute the entire terms of the PO and supersedes all previous correspondence, communications and existing terms & conditions. In the absence of a written acceptance by Supplier, the commencement of any work by Supplier in pursuance of the PO shall be deemed an acceptance thereof and the contract shall be formed upon the terms and conditions set forth in the PO. For the avoidance of doubt, the requirements for liability and indemnity contained in this PO supersede those contained in any prior agreements. The Supplier also understands and agrees that liability it has incurred in relation to works performed under other (including previous) POs for CCPL can be offset by CCPL against monies due by CCPL under this PO consistent with the principles set out in clause 10 of these terms & conditions.
3. **Precedence of Documents:** If the Supplier discovers any inconsistency between the documents comprising the PO, Supplier shall forthwith notify CCPL. In the case of any such inconsistency, it is agreed that the order of precedence of documents shall be as follows, with (1) being the highest precedence; (1) Any Special Conditions, (2) The PO face sheet, (3) These Terms & Conditions, (4) Terms & Conditions contained in any Subcontract or Supply Agreement, (5) Specifications, (6) Drawings, (7) Any Supplier reference documents attached. In the instance of any inconsistency within these documents, it is agreed that the highest standard or most stringent requirement on the Supplier has precedence over a lower or less stringent requirement.
4. **General Scope of Contract:** This contract requires the Supplier to supply the Goods as detailed in, and in compliance with this PO. The Supplier understands that the engagement is based on CCPL's expectation that the Supplier has the expert knowledge of the Goods supplied or undertaken. If the scope is subject to a reduction, than the Supplier shall not be entitled to any payment, including payment for overhead, profit, loss of income or lost opportunity cost in respect to such reduction.
5. **Statutory Requirements:** The Supplier shall ensure that its supply and delivery of the Materials or Service satisfies all of the requirements of all relevant Acts of Parliament and all ordinances, regulations, by-laws, orders and proclamations made or issued there under applicable to the sale, supply and delivery of the Goods and, where necessary, secure all necessary approvals and pay all fees incurred in connection with the sale, supply or delivery thereof to CCPL.
6. **Delivery:** The following delivery requirements shall be met by the Supplier;
  1. Delivery shall be made to such locations and at such times as shall be nominated by CCPL in the PO. The Supplier shall supply two copies of the delivery dockets to CCPL, 1x with the delivery of goods and 1x enclosed with the invoice.
  2. Upon delivery the Materials shall be accompanied by a delivery document with CCPL's order number nominated thereon.
  3. The Price shall be inclusive of all freight insurance and other charges in or in connection with the forwarding of Materials to CCPL unless otherwise agreed and confirmed separately and in writing and clearly brought to the attention of CCPL.
  4. All elements of the Goods delivered by the Supplier shall be at the risk of the Supplier and no liability to pay for them shall arise until that element of the Goods is approved by CCPL.
  5. Upon return of any such element of Materials which is not acceptable to CCPL, the Supplier shall reimburse CCPL for:
    - any amounts paid by CCPL on account of the Price of the returned element of the Materials; and
    - any costs incurred by CCPL in connection with the delivery and return of the relevant element of the returned Materials.
  6. All deliveries to be received and signed by a CCPL authorized representative. Any signature of a delivery document by an authorized CCPL representative is an acknowledgement of a delivery only. It is agreed that such signature is not an acknowledgement or acceptance of quality or quantity nor shall such signature be deemed to be an acceptance of any Supplier terms & conditions.
7. **Terms of Payment:** Unless otherwise agreed in writing via a duly executed account application or Subcontract Agreement, CCPL shall pay the Price to the Supplier on the last business day of the month following the month of receipt of invoice, and in any case subject to:-
  1. The Price being in accordance with and not exceeding the value or works described in this PO (unless the value stated on this PO is a rate confirmation only, payment will not be made on invoice amounts exceeding this PO value. Authorisation must be provided by an authorized CCPL representative and an additional PO must be issued for any expenditure over this PO amount);
  2. The Supplier having quoted the relevant PO number on each invoice;
  3. Supplier having included with each invoice a detailed claim breakdown assigning a value to each individual work activity claimed and adequate proof of performance of each of the claimed work activities is provided;
  4. The Supplier having fully complied with the Terms & Conditions of the PO and any applicable Subcontract Agreement;
  5. Original Invoices shall be forwarded via email to [accounts@contrast.com.au](mailto:accounts@contrast.com.au) and be accompanied by matching delivery dockets relating to the provision of goods, materials and/or services (where applicable) by the 7th day of the following month in which the goods, materials and/or services were provided (NOTE: Facsimile copies of Invoices will not be processed).
  6. Invoices submitted in excess of the time frame state in clause 5 may be subject to an extended payment term of up to 90 days;
  7. No interest shall be payable on any monies that remain unpaid after the expiration of the invoice due date. The Supplier herewith indemnifies CCPL against any costs or charges associated with Collection Agency fees or any other fees levied by the Supplier as a result of non-adherence to the payment terms noted herein;
  8. In relation to a final balance of payment; CCPL may at its sole discretion require the Supplier to deliver to CCPL a duly executed valid and enforceable deed of settlement and release document prepared by CCPL evidencing the release and discharge of CCPL from any claims of the Supplier pursuant to this PO, before final payment is made.
8. **Acceptance of Goods:** CCPL shall only be obliged to accept completion or delivery of Goods insofar as they comply with the PO documents and if the Goods do not comply then the Supplier shall, if so required by CCPL, remove all such rejected elements of the Goods and replace the same with Goods acceptable to CCPL. All freight, insurance and other cost incurred whatsoever in connection with the replacement of rejected Goods shall be paid and borne by the Supplier.

- 9. Back-charge:** In the event that CCPL asserts that the Works/Goods do not comply with the requirements set out in this PO or are subject to a defect, and the Supplier upon notification thereof does not commence remedial action either at all or in a manner considered adequate by CCPL, then CCPL has the right to have remediation works undertaken on behalf of the Supplier and the exercise by CCPL of this right shall not detract from any of CCPL's other rights under this PO or otherwise at law in respect of the lack of compliance or defect. It is agreed that the direct and indirect cost to CCPL of such remediation works (including, where the remediation works have not yet been commenced/completed, as estimated by CCPL) can be deducted by CCPL from any monies otherwise due by CCPL to the Supplier or can be withdrawn by CCPL out of any bond or guarantee held by CCPL or, at CCPL's request, will be secured in CCPL's favour by the Supplier which security shall be in the form of an unconditional bank guarantee. Before any debt deduction is effected by CCPL, both parties shall at least confer once with the aim to agree to any estimated value and form of security. For the avoidance of doubt, any deductions described herein can relate to monies due by CCPL under this PO or any other POs with the Supplier that may be associated with other projects.
- 10. Property of the Goods:** Where any part of entire payment for any element of Goods is made by CCPL the entire title to the Goods shall pass without exclusion or limitation but subject to CCPL's right to subsequent rejection in the event that the relevant element of the Goods is discovered to not comply with the terms of this PO.
- 11. Warranty:** The Supplier warrants that all of the Goods; **(1)** Will conform to the requirements of this PO; **(2)** Shall be of good merchantable quality and fit for the known purpose for which it is sold; **(3)** Comply with all relevant Australian Standards; **(4)** Are new (unless otherwise specified); **(5)** Are free from all liens and encumbrances and the Supplier has a good marketable title thereto; **(6)** Shall be delivered by the due delivery date specified in this PO.
- These warranties are in addition to any and all warranties offered by the Supplier and/or arising by operation of law and nothing contained herein shall be construed as limiting or restricting such warranties. The work is subject to a 12 month defect liability period unless more stringent requirements are set out in this Contract.
- 12. General Matters**
1. Unless otherwise provided all reference to sums of money shall be in terms of Australian currency, all documents and communications shall be in the English language and all references to measurements, quantities and dimensions and units shall be in terms of Commonwealth legal units.
  2. The laws in force in the State of Queensland shall apply to this contract.
- 13. Assignment:** The Supplier shall not, without the prior written approval of CCPL, assign the Contract or assign, mortgage, charge, encumber any of the moneys payable under this PO.
- 14. No Waiver:** No failure or delay on the part of a party to exercise any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other further exercise thereof.
- 15. Time of the Essence:** Time shall be of the essence as regard to any date or period under the terms and conditions.
- 16. Public Liability Insurance:** The Supplier shall effect Public Liability Insurance to cover its liability to third parties for loss or damage to property (including loss of use thereof) and death of or injury to any person arising out of or resulting from an act, default or omission of the Supplier or of others for whom the Supplier is responsible and shall indemnify CCPL in respect of and shall insure against any liability, loss, claim or proceedings whatsoever in respect of or in connection with the death of or injury to any person, or any loss of or damage to any property arising out of or in any way connected with or caused by execution of the Goods as detailed in this PO. With respect to Public Liability Insurance, the policy shall be of not less than \$10 million. Before commencing the works associated with this PO and whenever requested by CCPL the Supplier shall produce evidence that it has satisfied its insurance obligations
- 17. WorkCover:** Where the Supplier engages "Workers" as defined by current workplace health and safety legislation, the Supplier shall effect Workers Compensation Insurance to cover its liability against all statutory and damages claim costs in the event of a work-related injury to their workers.
- 18. Site Compliance:** Supplier's or Sub-Supplier's personnel working on a CCPL site pursuant to works ordered under the agreement shall comply with the requirements of the Site Specific Workplace Health and Safety Management Plan (where applicable). Such compliance includes: compliance with health, safety and environmental regulations; zero drugs and alcohol policy; submitting to random testing for drugs and alcohol; compliance with site induction requirements; supply of safe work method statements. More specifically: (a) Vehicles/Plant used on site to have a fully functioning beacon fitted. (b) Minimum PPE requirements for all personnel accessing the site (including delivery drivers exiting their vehicle): long sleeve tops, long pants, hard hats, hi-visibility clothing, steel capped boots and safety glasses (where required). (c) All operators/drivers to have current & appropriate tickets/licenses. Vehicles to have current service record. Supplier to produce evidence when requested by CCPL. (d) All personnel working on CCPL sites are required to have a General Construction Induction Card in accordance with the National Code of Practice for Induction for Construction Work. (e) Compliance to environmental management systems includes waste minimization, spill avoidance, protection of vegetation, minimize disturbance, heritage protection, hazardous waste and storm water management. Costs of compliance are deemed to be included in the Price.
- 19. National Code of Practice Compliance:** The Building Code applies to any works undertaken for CCPL. By agreeing to undertake the works, the Supplier will be taken to have read and agreed to comply with the Code and Guidelines available from <https://www.fwbc.gov.au>.
- 20. Quality:** The quality of the Goods delivered shall not differ from that specified unless the change in quality is ordered by CCPL in a written form specifically referring to the amendment of the quality. If the PO provides no details about quality requirements, the Good/Work shall comply with the relevant Australian Standards and local Service Authority Standards.
- 21. Labour supply:** The Supplier warrants that all labour supplied pursuant to this PO have the skill, expertise, training and licenses required to competently and safely carry out the tasks required of them and that the labour supplied do not require supervision by CCPL in order to ensure that such tasks are executed safely and in accordance with all occupational health and safety codes and standards.
- 22. Indemnity:** The Supplier agrees to indemnify and hold CCPL indemnified from and against any liability howsoever arising from loss or damage; (1) in respect of personal injury to or death of any person including labour supplied by the Supplier and, (2) to any real or property of any person, caused directly or indirectly by any act or omission by or on the part of labour supplied. These indemnities shall not be vitiated, defeated or diminished by reason of any failure on the part of CCPL to supervise or control the work of the labour supplied and the Supplier expressly acknowledges that it is not the obligation of CCPL to do so.