

# General Terms and Conditions for Purchase Orders (Overseas)

1. **DEFINITIONS:** The following definitions shall be used for the purpose of interpreting the Purchase Order and these General Terms and Conditions for Purchase Orders. Terms which are undefined in these General Terms and Conditions for Purchase Orders have the same meaning as in the Purchase Order.
- “Purchaser”:  
means the Santrev entity so named in the Purchase Order together with its related parties as defined in the *Corporations Act 2001* (Cth) and including its duly appointed representatives nominated from time to time.
- “Supplier”:  
means the person (including an individual, firm or corporate entity) so named in the Purchase Order who is bound to supply and deliver the Goods.
- “Purchase Order”:  
has the meaning given in Clause 2 and is an agreement between the Purchaser and the Supplier comprised of the Purchase Order Form, these General Terms and Conditions for Purchase Orders, any special conditions and attachments.
- “Revision”:  
has the meaning given in Clause 5.
- “Goods”:  
means machinery, plant, equipment, apparatus, materials, articles, erection works, services and things of all kinds to be supplied, delivered or performed by the Supplier in accordance with the Purchase Order.
2. **PURCHASE ORDER:** A Purchase Order for Goods is issued by the Purchaser to the Supplier. The Purchase Order is recorded on a document electronically generated by the Purchaser and titled “Purchase Order” bearing an identifying ‘Purchase Order number’ and a ‘revision number’ of “0” (**Purchase Order Form**). These General Terms and Conditions for Purchase Orders apply to the Purchase Order.
- The Purchase Order shall contain a description of the Goods, applicable prices and delivery details and may contain special conditions (if any) in a separate section titled “Notes, Instructions and Special Conditions”. The Purchase Order may also include attachments (if any) referenced therein.
- In case of any conflict or ambiguity, the General Terms and Conditions for Purchase Orders shall have precedence over the Purchase Order Form (including any attachments) and special conditions (if any). The General Terms and Conditions for Purchase Orders and Purchase Order supersedes all previous communications and negotiations and shall be acknowledged by the Purchaser and Supplier as authority for charging Goods to the Purchaser’s account.

Any reference by the Supplier to the Supplier's own or any other terms and conditions in its quotation or other documentation presented by it in connection with the Purchase Order will have no effect on the Purchase Order and are expressly excluded.

The Purchase Order shall be effective from the date of issue as stated in the Purchase Order.

3. ACCEPTANCE: Upon receipt of Purchase Order, the Supplier shall check it for discrepancies. The Supplier shall acknowledge the Purchase Order by signing and returning the Purchase Order to the Purchaser within five (5) business days of receipt of Purchase Order. In the absence of such acknowledgment, the performance of the Purchase Order by the Supplier shall constitute acceptance of the Purchase Order.

The Purchase Order and the General Terms and Conditions for Purchase Orders shall constitute the entire agreement between the Supplier and the Purchaser with respect to the Goods and no representation or statements by any employee or agent not expressly stated in the Purchase Order and the General Terms and Conditions for Purchase Orders shall be binding upon the Purchaser.

4. DELIVERY: The Supplier must deliver the Goods in accordance with the directions of the Purchaser to the place that the Purchaser requests as the place of delivery as specified in the Purchase Order (**Place of Delivery**).

Unless stated otherwise, all Goods must be suitably packed or otherwise prepared for delivery at the Supplier's own cost, and Goods are to be delivered to the Place of Delivery free of all freight, delivery and insurance charges, which are to be to the Supplier's account.

Delivery is deemed to have taken place when the Goods, including all documentation and manuals required to be delivered with the Goods, have been unloaded at the Place of Delivery and in accordance with any delivery instructions stated in the Purchase Order (**Delivery**).

The Supplier must achieve Delivery by the delivery date as specified by the Purchaser in the Purchase Order (**Delivery Date**), and in any case expeditiously and without delay.

The Supplier agrees to indemnify the Purchaser against all costs, losses, damages or expenses which the Purchaser suffers or incurs arising out of or in connection with a breach of the Supplier's

obligations under this clause, as a debt due and payable from the Supplier to the Purchaser.

5. REVISION: The Supplier must not vary the Goods without a written direction from the Purchaser.

The Purchaser reserves the right at any time in relation to the Goods to make a Revision to the Purchase Order to correct any errors or omissions therein or to make any changes including in respect of specifications, quantity and Delivery of the Goods.

A Revision shall be made through the issue of an electronic document titled "Purchase Order" having the same Purchase Order number as the previously executed Purchase Order ('revision number' "0") and a 'revision number' (designated "1", "2" and so on) to signify the chronological order of issue of the respective Revisions.

The Supplier must not make such corrections or changes until the resulting cost and time impacts have been agreed between the parties and the proper Purchase Order document with the appropriate 'revision number' has been authorised and issued by the Purchaser and acknowledged and accepted by the Supplier. Thereafter, the Supplier agrees to take immediate and necessary action to comply with such Revision to the Purchase Order.

The Supplier shall not be entitled to any cost or otherwise not contained in the Revision.

6. TITLE AND RISK: In this clause, the term 'security interest' has the same meaning as in the *Personal Property Securities Act 2009* (Cth).

The Supplier warrants that the Goods will be free of any security interest upon Delivery.

Title to and property in the Goods shall pass to the Purchaser on the first to occur:

- (a) of payment of (including any part thereof) the price specified in the Purchase Order (**Purchase Price**); or
- (b) Delivery to the Place of Delivery.

Such Goods yet to be delivered by the Supplier shall be appropriately marked and identified as the property of the Purchaser.

Risk in the Goods shall remain with the Supplier until the time the Purchaser takes Delivery of the Goods unless otherwise expressly stated in the Purchase Order.

Any loss or damage to Goods howsoever caused when under the Supplier's risk shall at its own cost be rectified by the Supplier and thereafter when the risk in the Goods has transferred to the Purchaser, the Supplier shall be liable for any loss or damage to such Goods to the extent caused by its negligence, wilful act, misconduct, fault, breach of duty (statutory or otherwise) or breach of the Purchase Order.

7. PRICE:

The Purchase Price is fixed and not subject to any increase whatsoever and includes all packing, testing and documentation costs.

Unless otherwise stated, the total Purchase Price as indicated in the Purchase Order is in Australian currency excluding GST. For overseas Purchase Orders, the Purchase Price is in the currency stated in the Purchase Order.

The Supplier and Purchaser acknowledges that the Supplier shall not be entitled to claim a Purchase Price increase as a result of:

- (a) increased costs of labour;
- (b) increased costs of the Goods and other materials;
- (c) increased costs of freight;
- (d) increased costs as a result of currency exchange changes;
- (e) increased demurrage costs payable as a result of failure to load or discharge the Goods;
- (f) increased costs as a result of other storage requirements;
- (g) increased costs as a result of live loads which may cause stress, deformation and displacement during freight; or
- (h) increased costs as a result of waiting times and an extended Delivery Date of the Goods.

The Purchase Price includes all things necessary to supply the Goods in accordance with the Purchase Order, including:

- (a) labour, tools, equipment and materials;
- (b) complying with all laws and obtaining all permits, licences and insurance;
- (c) packaging and transport; and
- (d) all taxes, duties, levies, excise and other government fees and charges (other than GST).

The Supplier may make claims for payment in accordance with Clause 8.

8. PAYMENT:

Unless otherwise stated, the Supplier may make one payment claim for the Goods on and from the Delivery Date to the Place of Delivery.

Should the Purchaser dispute any item on the payment claim, the Purchaser will provide written reasons as to why payment is being withheld to the Supplier within 10 business days of receiving the payment claim.

The Purchaser must pay the Supplier within 25 business days of receipt of the payment claim.

The Purchaser may set off against any payment due to the Supplier any debt due from the Supplier to the Purchaser, or any other amount which the Purchaser determines the Supplier is liable to pay to the Purchaser, whether for expenses or damages, howsoever that liability may have arisen.

9. INSURANCE:

The Supplier shall, at its cost, effect and maintain until the risk in the Goods passes to the Purchaser, adequate material loss or damage insurance at least to the full replacement value of the Goods, including adequate transit insurance and also covering unloading if the Supplier is required to unload the Goods. Such insurance shall cover the parties' respective rights and if required by the Purchaser, note the interests of the Purchaser.

The Supplier shall carry:

- (a) workers compensation/employer's liability required by law with, where permissible, an indemnity for the Purchaser (including its client as applicable) and ensure that its sub-suppliers have similarly insured its employees;
- (b) adequate public and product liability insurance; and

- (c) any other insurance pursuant to Clause 16 (if applicable) or as required by law.

If requested, the Supplier must provide the Purchaser with evidence of the insurances required to be effected in accordance with this clause within 3 days of the request. Failing which, the Purchaser may, after 3 days' notice in writing to the Supplier, take out such insurance itself and the cost of doing so will be a debt due and payable by the Supplier.

10. DRAWINGS: The Supplier shall ensure that all drawings and data used have been certified for construction and that Goods are manufactured according to such drawings and data or any subsequent revisions thereof.

11. WARRANTY: The Supplier must ensure that the Goods:

- (a) are new, or merchantable quality and free from defects in materials and workmanship;
- (b) comply with all relevant legislation, regulations, by-laws, orders, permits, approvals and licences;
- (c) conform precisely in quality, quantity, specification and all other respects with any description provided to the Purchaser by the Supplier, or nominated by the Purchaser to the Supplier;
- (d) are fit for the purposes for which goods and services of the same kind are commonly supplied and for any other purpose made known to the Supplier; and
- (e) meet the standards that would be expected of a competent and experienced Supplier who supplies goods and services similar to the Goods.

If the Purchaser supplies manufacturing drawings to the Supplier, the Supplier warrants that the Goods are manufactured and supplied strictly in accordance with such drawings.

The Supplier shall (at the option of the Purchaser) either replace or repair and make good any Goods or parts of Goods supplied by it found to be defective or in any way unsuitable for the purpose intended for a period of twelve (12) months from the Delivery Date of the Goods (**Warranty Period**). If the Supplier repairs or replaces Goods during the Warranty Period, then those Goods repaired or

replaced have a further warranty for a period of twelve (12) months from the date such repairs or replacements were completed.

Any loss, cost, damage or expense suffered by the Purchaser to which the warranties under this clause applies will be an amount due and payable from the Supplier to the Purchaser.

12. PATENTS: The Supplier warrants that Goods supplied, other than Goods supplied in accordance with technical plans or drawings provided to the Supplier by the Purchaser, do not infringe any patent, copyright, design or trademark (whether foreign or domestic) which any person may in any way be entitled to and shall save harmless and indemnify the Purchaser from and against all claims and proceedings for or on account of such infringements in respect of Goods supplied by the Supplier and from and against all related claims, demands, proceedings, damages, costs, charges and expenses.
13. INSPECTION: The Purchaser may at any time during the course of manufacture or otherwise inspect Goods to be supplied (subject to the Purchaser first giving the Supplier reasonable notice of such inspection). Inspection by the Purchaser shall neither relieve the Supplier of its obligations under the Purchase Order or otherwise, nor waive the Purchaser's rights or remedies provided under the Purchase Order or otherwise.
14. PACKING: The Supplier shall be liable for all or any damage, loss or destruction to any Goods or property resulting from improper packaging or handling by the Supplier.
15. TEST CERTIFICATES: If test certificates for Goods are required by the Purchase Order those must be forwarded to the Purchaser upon completion of testing.
16. ERECTION WORK & SERVICES: When erection work and services on an external site (**Works**) away from the Supplier's workshops or premises form part of the Purchase Order, the following provisions shall apply:
- (a) all invoices shall be accompanied by a schedule certified by Purchaser of the Works completed;
  - (b) progress payments shall not be made unless so stated in the Purchase Order. The Supplier shall otherwise submit one progress claim upon completion of the Works which shall be paid in accordance with Clause 8;



- (c) the Supplier shall obtain within ten (10) days of receipt of the Purchase Order and keep in effect during the currency of the Purchase Order such insurance as necessary to adequately protect the Supplier and the Purchaser in respect of liability under law and shall lodge certificates of currency with the Purchaser; and
- (d) the Supplier shall hold all necessary licences and/or registrations to carry out the Works.

17 SUB-PURCHASE ORDERS & ASSIGNMENT: The Supplier shall ensure that any sub-purchase or sub-supply agreements relating to this Purchase Order contain the same terms and conditions as contained in the Purchase Order and comply with the General Terms and Conditions for Purchase Orders.

The Purchase Order and the General Terms and Conditions for Purchase Orders shall be binding upon and inure to the benefit of the parties hereto and (unless such interpretation shall be repugnant to the sense or context) their respective executors, administrators, personal representatives, successors and assigns but shall not be assignable by the Supplier without the consent of the Purchaser.

18. WAIVER & AMENDMENT: Neither a waiver of any provision of the Purchase Order nor consent to any departure therefrom shall be effective unless given in writing by the Purchaser.

Except as provided by law or equity or elsewhere in the Purchase Order, none of the provisions of the Purchase Order shall be varied or amended without the prior written consent of the parties.

19. CANCELLATION: The Purchaser may cancel the Purchase Order or any part thereof for any reason, at any time, in its absolute discretion by giving written notice to the Supplier.

If the Purchaser terminates the Purchase Order under this clause, the Supplier is only entitled to the reasonable costs incurred by the Supplier in supplying the Goods up to the date of termination provided that the Purchaser receives title to any Goods that are paid for in accordance with this clause.

20. TERMINATION FOR DEFAULT:

If the Supplier:

- (a) fails to make Delivery;
- (b) fails to perform Delivery by the Delivery Date specified in the Purchase Order;

- (c) delivers non-conforming Goods; and/or
- (d) fails to make progress so as to endanger performance of the Purchase Order,

the Purchaser may terminate the Purchase Order or part thereof and the Supplier shall be liable for all costs incurred by the Purchaser in purchasing similar Goods elsewhere.

21. **SUSPENSION:** The Purchaser may suspend all or part of the supply of the Goods at any time for any period of time in the Purchaser's sole discretion by giving notice in writing to the Supplier. The Supplier must comply with the notice and recommence supply when notified by the Purchaser. The Supplier will not be entitled to any additional payment arising as a result of the suspension.

22. **INDEMNITY:** The Supplier indemnifies the Purchaser against:

- (a) loss or damage to property; and
- (b) claims in respect of personal injury or death,

arising out of or as a consequence of the supply of Goods by the Supplier. Any loss, cost, damage or expense suffered by the Purchaser to which the indemnity under this clause applies will be an amount due and payable from the Supplier to the Purchaser.

In circumstances where the Supplier is performing Works (as defined in Clause 16 herein), the Supplier's liability to the Purchaser under the foregoing paragraph that arise as a direct result of such Works shall be reduced proportionally to the extent that an act or omission of the Purchaser may have contributed to the injury, death, loss or damage.

23. **TIME:** If at any time, the Supplier discovers that the Delivery Date will not be met, it shall notify the Purchaser within two (2) working days of discovery stating cause of delay and earliest possible Delivery Date. The Purchaser may thereupon (without prejudice to any other rights) terminate all or part of the Purchase Order and Clause 20 shall apply.

If the Supplier is delayed in Delivery of the Goods by unforeseeable occurrences or causes such as acts of God, state or nationwide strikes, fire or other causes of a similar nature beyond the Supplier's reasonable control, the Supplier shall notify the Purchaser within two (2) days of the commencement of each such occurrence or cause and request an extension of time in writing detailing the

reasons. If approved by the Purchaser, any extension of time shall be granted in writing.

The Supplier shall not be entitled to and hereby waives any and all claims to increased compensation for/or damages which it may suffer from any such unforeseeable causes.

24. **EXPEDITING:** The Purchaser shall be granted access to any and all parts of the Supplier's work premises and those of its sub-suppliers. The Supplier shall expedite all Goods ordered through sub-purchase orders on a regular basis and visit sub-supplier's facilities or premises when necessary.
25. **CONSEQUENTIAL LOSS:** The Purchaser shall not be liable to the Supplier for any consequential loss including but not limited to loss of contract, business opportunity, profit or anticipated profit (or any loss of a similar nature) sustained by the Supplier.
- The Supplier shall be liable to the Purchaser for any consequential loss including but not limited to loss of contract, business opportunity, profit or anticipated profit (or any loss of a similar nature) sustained by the Purchaser as a result of no Delivery or late Delivery of the Goods.
26. **APPLICABLE LAW:** The Purchase Order and the rights and obligations of the parties hereto shall be construed in accordance with and be governed by the laws applicable in the Place of Delivery. Each of the parties hereto hereby agree that any legal action or proceedings with respect to its obligations hereunder shall be brought in the State or Territory of the Place of Delivery and each of the parties hereto hereby submits to such jurisdiction.
27. **SERVICE OF NOTICE:** Unless otherwise agreed to by the parties, any notice (and other documents) required or permitted to be given or delivered under this Purchase Order shall be delivered and addressed to the party at the addresses set forth in the Purchase Order. Notice shall be deemed to have been received by any party, and shall be effective:
- (a) on the day given, if personally delivered or if sent by confirmed facsimile or electronic mail transmission (including any attached scanned documents), receipt verified, to a facsimile number or electronic mail address provided by the receiving party to the sending party for the purpose of receiving such notices; or

- (b) on the third day after which such notice is deposited, if mailed by certified or prepaid post.

28. GST:

In this clause, undefined terms have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

The Purchaser and the Supplier agree that:

- (a) during the term of the Purchase Order, the Purchaser may elect to issue the Tax Invoice relating to a Taxable Supply as a recipient created tax invoice (**RCTI**); and
- (b) the Purchaser will issue a recipient created Adjustment Note to the Supplier where a Taxable Supply made under the Purchase Order is subject to an Adjustment Event.

If the Purchaser does not notify the Supplier within 14 days of the date of the Purchase Order of its intention to issue RCTIs, the Supplier must submit to the Purchaser a compliant Tax Invoice with each payment claim to enable the Purchaser to claim, where applicable, Input Tax Credits. If the Supplier fails to submit a compliant Tax Invoice, the Purchaser is entitled to withhold payment.