

PURCHASE ORDER TERMS

1. SUPPLY OF GOODS AND/OR SERVICES

- 1.1 In consideration of payment of the Price by Bis, the Supplier must supply to Bis the Goods or Services in accordance with the Purchase Order and these Purchase Order Terms (**Contract**).
- 1.2 Bis intends to contract for the Goods or Services only on the terms of the Contract, not any other terms. Accordingly, the provision of terms by the Supplier will not bind Bis, will be of no legal effect and will not constitute a contract or part of the Contract irrespective of any act of Bis or any employee, agent or contractor of Bis, including execution of any document incorporating (including by reference) any term or terms.
- 1.3 In supplying Goods or Services, the Supplier must:
- not interfere with the any activities of Bis, any Bis' customer or any other person;
 - comply with and ensure that its employees, agents and contractors comply with:
 - all applicable laws;
 - Bis policies and procedures and all Site Standards and Procedures; and
 - all lawful directions and orders given by any Bis' representative;
 - ensure that its employees, agents and contractors entering premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and do not to affect any activity, function or task being undertaken safely and continuously;
 - provide all such information and assistance as Bis reasonably requires in connection with any investigation arising from or in connection with the supply of the Goods or Services;
 - on request by Bis, provide to Bis any information and assistance required to identify, evaluate, implement, and report on, any matter required by law.
- 1.4 The Contract does not affect in any way Bis procuring the same, or similar, Goods or Services from other suppliers.
- 1.5 The Supplier must ensure that it does not communicate anything related to or in connection with the provision of the Services to a third party.
- #### 2. DELIVERY OF GOODS
- 2.1 The Supplier must deliver the Goods to the Delivery Address by the Delivery Date, and at delivery must be free of any right or interest of any person (including any encumbrance), other than the right and interest of the Supplier to be paid the Price.
- 2.2 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.
- 2.3 Packaging must be marked with the Purchase Order number, item number, destination, contents, quantity, date and method of dispatch and weight of each package.
- #### 3. TIME FOR PERFORMANCE
- The Supplier must supply the Goods or Services within the period or by the date specified in the Purchase Order.
- #### 4. TITLE AND RISK
- 4.1 Title in the Goods passes to Bis upon payment of the Price.
- 4.2 Risk in the Goods passes to Bis when the Goods are delivered to the Delivery Address.
- #### 5. PRICE
- 5.1 Bis must pay the Supplier the Price for the Goods or Services.
- 5.2 The Price is inclusive of all costs incurred by the Supplier in supplying the Goods or Services including all charges for packing, insurance and delivery of the Goods and the cost of any items used in the supply of the Services.
- 5.3 The Price is inclusive of all taxes and duties, except GST.
- #### 6. GST
- If GST is imposed on any supply made by the Supplier under or in connection with the Contract, the Supplier may recover an amount equal to the GST in respect of that Supply on issue of valid Tax Invoice or Recipient Created Tax Invoice.
- #### 7. INVOICING
- 7.1 As soon as practical after the delivery of the Goods, or upon completion of the Services, or as otherwise specified on the Purchase Order, the Supplier must deliver:
- a valid Tax Invoice; or
 - if there is an RCTI Agreement, a Supplier Claim Document (**SCD**),

which must include the information set out in clause 7.4.

- 7.2 Where the provision of Goods or Services extends beyond one calendar month, the Supplier must deliver its Tax Invoice or SCD in each month for Goods delivered or Services performed in the month immediately prior to the date that appears on that Tax Invoice.
- 7.3 As soon as practicable after approval of the SCD by Bis, generate a Recipient Created Tax Invoice (**RCTI**). Bis is not obliged to approve any SCD.
- 7.4 Any SCD or Tax Invoice must include the following details:
- a reference to a valid Purchase Order;
 - a detailed description of the Goods or Services supplied;
 - an individual reference number for Bis to quote with remittance of payment;
 - the Price relating to the Goods or Services, broken down to reflect any Price components on the Purchase Order;
 - the amount of any GST; and
 - Bis contact name and Site.
- 7.5 If Bis requests, the Supplier must provide Bis with all relevant records to calculate and verify any amount in any SCD or any Tax Invoice.
- 7.6 Without limiting any other right or remedy, Bis may withhold payment of any Tax Invoice or RCTI that it disputes until that dispute is resolved and is not obliged to pay any amount if the Goods or Services (or any part of them) are Defective or it has any other claim.
- 7.7 Subject to clause 7.6, Bis will pay each Tax Invoice and RCTI that complies with clause 7.4 60 days from the end of the month in which that Tax Invoice is dated, unless otherwise stated on the Purchase Order.
- #### 8. INDEMNITY
- 8.1 The Supplier must indemnify, and keep indemnified, Bis (as principal and as agent for each Bis' employee, agent and contractor) against any cost, expense, damage, liability or loss suffered or incurred in arising from or in connection with the Goods or Services (including, without limitation, a breach of the Contract) on demand being made therefor.
- 8.2 The indemnity in clause 8.1 will not apply to the extent that any cost, expense, damage, liability or loss is directly caused by the negligent act or omission of Bis or any of Bis' Representatives.
- #### 9. CONTRACTOR INSURANCES
- 9.1 At all times, the Supplier must, at its own expense, obtain and maintain in connection with the Contract all appropriate insurances including, but not limited to:
- where the Services require the Supplier to provide a motor vehicle, Motor Vehicle Insurance policy to cover third party liability with a sum insured of not less than \$20,000,000 for each occurrence, such policy to note Bis' interest as a "Principal".
 - Public Liability Insurance policy for a sum insured of not less than \$20,000,000 per occurrence to cover the liability of the Supplier and any employee, agent or contractor in respect of:
 - loss of, damage to, or loss of use of any real or personal property;
 - bodily injury of, disease or illness to, or death of any person arising out of the performance of the Contract by the Supplier,
 and to note Bis' interest as a 'Principal';
 - Workers Compensation Insurance in compliance with all applicable laws to cover the Supplier and each of the Supplier's employees; and
 - where the Services include design services, Professional Indemnity Insurance for a sum insured of not less than \$2,000,000, such policy to be maintained for a period of 7 years after the completion of the Services.
- 9.2 The Supplier must provide Bis with a current "certificate of currency" or other evidence of compliance with clause 9.1 satisfactory to Bis from each insurer or broker prior to commencing performance under the Contract, and otherwise when requested by Bis.
- 9.3 The Supplier must ensure that, in relation to any insurance policy required to be maintained under clause 9.1, it:
- does not do or omit to do or allow to be done, any act or omission whereby any of the insurances referred to in clause 9.1 may be prejudiced, vitiated, or rendered void or voidable;
 - does not cancel or materially vary the policy in a manner adverse to its obligations under the Contract, or allow an insurance policy to lapse, without the prior consent, in writing, of Bis;

- (c) immediately notify Bis of any event which may result in an insurance policy lapsing or being cancelled or vitiated, rendered void or voidable;
- (d) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefit; and
- (e) whenever a claim is made under any policy referred to in clause 9.1, it pays any excess or deductible payable as a consequence.

10. TERMINATION

By notice in writing to the Supplier, Bis may terminate the Contract at any time, and Supplier's exclusive and sole remedy will be payment for Goods or Services supplied up to the date of termination. To the extent permitted by the law, the Contract may not cease or terminate other than on termination by Bis pursuant to this clause.

11. INTELLECTUAL PROPERTY

- 11.1 Subject to this clause 11, all Intellectual Property Rights in the Supplier's Background IP remain vested in the Supplier.
- 11.2 The Supplier grants to Bis a non-exclusive, perpetual, royalty-free, irrevocable, transferable licence (with the right to assign and sub-license) to use the Supplier's Background IP to the extent necessary to use the Supplier's Background IP .
- 11.3 The Supplier warrants that:
 - (a) use by it of any Intellectual Property Right arising from or in connection with the supply of Goods or Services will not infringe any Intellectual Property Right of any third party;
 - (b) it is able to license the Intellectual Property Rights in the Supplier's Background IP as described in clause 11.2; and
 - (c) use by Bis (or any assignee or sub-licensee) of the Contractor's Background IP in accordance with the Contract will not infringe Intellectual Property Rights of any third party or breach any law.
- 11.4 The rights and obligations under this clause 11 continue after termination of the Contract.

12. QUALITY

- 12.1 The Goods or Services must match the description in the Purchase Order.
- 12.2 If the Supplier gave Bis a sample of the Goods or a demonstration of the Services, the Goods or Services must be of the same nature and quality as the sample or demonstration given.
- 12.3 The Goods 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 Bis specifies.
- 12.4 The Goods must be of merchantable quality, and must be new unless otherwise stated on the Purchase Order.

13. WARRANTY PERIOD

- 13.1 Without affecting any other right or remedy of Bis, if, during the Warranty Period, any of the Goods or Services are Defective, Bis may:
 - (a) return the Defective Goods to the Supplier;
 - (b) reject the Defective Services ;
 - (c) repair or make good the Defective Goods; or
 - (d) re-perform or have re-performed or make or have made good the Defective Services.
- 13.2 Without affecting any other right or remedy of Bis, the Supplier must:
 - (a) repair or replace the Defective Goods;
 - (b) re-perform or make good the Defective Services; or
 - (c) reimburse Bis for any expenses incurred in repairing, re-performing or making good (as the case may be) any Defective Goods or Services, at the Supplier's cost, if requested to do so by the Bis.

14. DEFINITIONS

Bis means Bis Industries Limited.

Defective means Goods or Services (or any aspect of them) not in accordance with the Contract including if damaged, deficient, faulty, inadequate or incomplete.

Delivery Address means the place for delivery specified on the Purchase Order.

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

Goods means the goods, if any, described in the Purchase Order.

GST has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property Rights means all copyright and analogous rights (including moral rights), all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields, including (a) all rights in all applications to register these rights; and (b) all renewals and extensions of these rights.

Purchase Order means the purchase order for Goods or Services issued by Bis to the Supplier containing, amongst other things, a description of the Goods or Services.

Price means the price set out in the Purchase Order.

RCTI Agreement means an agreement in the form provided by Bis and entered into between the Supplier and Bis pursuant to which the parties have agreed that Bis will issue Recipient Created Tax Invoices in respect of all Goods and/or Services supplied by the Supplier.

Recipient Created Tax Invoice and Tax Invoice have the meanings prescribed in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Services means the services, if any, described in the Purchase Order.

Site means the Delivery Address or the Site where Services are to be performed.

Site Standards and Procedures means:

- (a) Bis policy and procedures; and/or
- (b) Bis clients Site policies and procedures, and any other guidelines, rules, requirements or Site specific conditions which Bis makes available to the Supplier from time to time.

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

Suppliers' Background IP means any Intellectual Property of the Supplier (or licensed to the Supplier by a third party) which was in existence before the date of the Contract or which comes into existence after the date of the Contract other than in connection with the Contract.

Warranty Period means the period of 24 months commencing on the date of supply of the Goods or Services.