

Terms and Conditions of Purchase Order

1. DEFINITIONS.

In these Terms and Conditions: '**Agreement**' means the Order, including any document or referred to therein, together with these Terms and Conditions and specifically excludes any conditions appearing on any docket, invoice or other document of the Supplier. '**Deliverables**' means the Goods and/ or Services stated in the Order and any other obligations under and reasonably contemplated by this Agreement. '**Fee**' means the fee or price for performance of the *Deliverables* identified or calculated in accordance with the Order and includes all costs and expenses incurred in the supply, including travel and delivery charges and consumables, unless otherwise stated. '**Goods**' means the products, goods, consumables and/or materials to be supplied under this Agreement. '**Licence**' means a licence, qualification, permit or registration issued or granted by a government agency or professional body or any statutory requirement, necessary for the supply of the *Goods* or *Services*, including, where relevant, a current National Criminal History Record Check and a Working with Children Check under any applicable legislation, '**Order**' means the Coupa purchase order form specifying the supply of *Goods* or *Services* to which these Terms and Conditions apply. '**Personnel**' means employees, officers, agents and subcontractors. '**Services**' means any services or works to be supplied under this Agreement, '**Supplier**' means the party engaged to supply *Goods* and/or *Services* under this Agreement, '**Uniting**' means Uniting (Victoria and Tasmania) Ltd, the organisation requesting *Goods* and/or *Services* under this Agreement.

2. GENERAL.

The *Supplier* agrees that by performing, or commencing performance, of the *Deliverables*, it accepts this Agreement as sole basis for the supply of the *Deliverables*. The Agreement may be varied only by written agreement between the parties.

3. INVOICES AND PAYMENT.

Uniting will pay the *Supplier* the *Fee* for the *Deliverables* performed in accordance with the Agreement, within 30 days of receipt of a valid tax invoice from the *Supplier*. If the *Fee* is disputed in whole or in part, payment of the disputed amount will be withheld until the parties agree a resolution. All invoices must quote the *Order* number and *Uniting* contact person and provide details of the *Deliverables* supplied, including details of time worked if charged on a time costing basis. Invoices are to be forwarded to the address on the *Order*. The price on the invoice must show the amount owing ex-GST, the GST component and a total price inclusive of GST. The *Fee* as stated on the *Order* is firm and cannot be varied except with the prior written consent of *Uniting*. *Uniting* may deduct from any amount owing to the *Supplier* any amount which is payable by the *Supplier* to *Uniting*.

4. PERFORMANCE.

In carrying out the performance of the *Deliverables*, the *Supplier* must:

- (a) perform its obligations under this Agreement in a competent, timely and professional manner;
- (b) ensure its Personnel are appropriately qualified, skilled and supervised;
- (c) obtain, maintain and thereafter comply with, all necessary Licences, and if requested by *Uniting*, provide copies of such Licences to *Uniting*;
- (d) comply with all applicable laws, statutes and regulations relating to the supply of the *Deliverables* and relevant Licences;
- (e) comply with reasonable directions made by *Uniting* (including providing any requested information concerning the *Supplier*'s compliance with this Agreement) and *Uniting*'s policies and procedures as notified to the *Supplier* from time to time;
- (f) minimise any interference with occupiers or users of the site to which the *Deliverables* relate;
- (g) ensure the *Goods* and/ or *Services* conform to any relevant specifications, be undertaken in accordance with any relevant Australian standards, be fit for the intended purpose, be new (unless otherwise agreed), be of merchantable quality and free from any defect in design, materials and workmanship for a minimum of twelve months or for the period of warranty specified in a manufacturer warranty or guarantee.
- (h) observe at all times safe work practices when supplying the *Goods* or *Services* and take all steps necessary to protect the safety of others from risks caused by the performance of the *Deliverables*, including complying with the requirements of the *Occupational Health and Safety Act 2004 (Vic)* and associated regulations.
- (i) comply with the *Modern Slavery Act 2018 (Cth)* and shall take reasonable steps to ensure that there is no Modern Slavery (as that term is defined in section 4 of that act) in the *Supplier*'s business or its agents' or contractors/ sub-contractors supply chains.

5. DELIVERY.

The *Supplier* shall provide a delivery advice with each delivery of *Goods*. All advices must quote the *Order* number. All *Goods* shall be suitably packed to ensure they are delivered in good condition to the address on the *Order*. Time is of the essence for any supply under this Agreement. Where the *Goods* and/ or *Services* are not received by the due date, *Uniting* has the right under clause 12 to cancel the *Order* in respect of all or part of the incomplete supply and pay only for the supply received. Where the *Supplier*'s inability to supply on time is due to causes beyond its

control, the *Supplier* may request an extension of time which will be considered by *Uniting*, acting reasonably.

6. TITLE AND RISK IN GOODS.

Title to *Goods*, free of encumbrances and other adverse interests, shall pass to *Uniting* upon payment. Risk in *Goods* remains with the *Supplier* until the *Goods* have been delivered (or where appropriate, installed) at the location specified in the *Order* and expressly accepted by *Uniting*.

7. DEFECTS.

The *Supplier* must, promptly at its cost, make good any defects, errors or omissions in the *Deliverables* (which may include replacement of the *Deliverables*) when directed to do so by *Uniting*. *Goods* delivered in error, defective or otherwise failing to comply with this Agreement, shall be returned to the *Supplier* at the *Supplier*'s expense. In relation to *Services*, if the *Supplier* does not promptly re-supply the *Services*, *Uniting* may have that work carried out by others and the costs thereby reasonably incurred are moneys due and payable by the *Supplier* to *Uniting*.

8. INDEMNITY.

The *Supplier* indemnifies *Uniting* and its respective officers, employees and agents from any claim (including without limitation costs, expenses and legal fees) arising from or in respect of (a) claims that the *Deliverables* infringe any intellectual property rights; (b) the failure of the *Supplier* to comply with any law or its obligations under this Agreement, or (c) any personal injury or damage to person, property whether real or personal, insofar as that injury or damages arises out of or as a consequence of the *Supplier*'s (or its *Personnel*'s) acts or negligence. The *Supplier*'s liability and indemnity under this clause is reduced proportionately to the extent that any loss or damage is caused by a negligent act of omission of *Uniting* or its employees. *Uniting* holds the *Supplier*'s indemnity on trust and for the benefit of its *Personnel*.

9. CONFIDENTIALITY, PRIVACY AND IP.

The *Supplier* must treat this Agreement and all information provided by or on behalf of *Uniting*, or obtained by the *Supplier* in the course of performing the *Deliverables*, as confidential. The *Supplier* must collect, use, disclose, store, retain and dispose of Personal Information (as that term is defined in the Privacy Act 1988(Cth)) obtained in performing its obligations under this Agreement in accordance with the Privacy Act and *Uniting*'s privacy policy, including protecting all Personal Information obtained during the course of performing its obligations under this Agreement against misuse and loss and from unauthorised access, modification or disclosure. The *Supplier* must immediately notify *Uniting* of any 'Eligible Data Breach' under the Privacy Act, or other possible breach or loss of such Personal Information. Any intellectual property rights in the *Deliverables* developed for *Uniting* vest in *Uniting* upon their creation and, to the extent that the intellectual property rights are not owned by *Uniting*, the *Supplier* grants *Uniting* a non-exclusive, perpetual and royalty-free licence to use the *Deliverables* and any pre-existing intellectual property rights in the *Deliverables*.

10. INSURANCE.

The *Supplier* shall obtain and maintain all applicable and appropriate insurances, (including without limitation, \$10 million public liability in respect of any single occurrence, workers' compensation, vehicle, professional indemnity, cyber insurance and general commercial insurance) in an amount sufficient to cover the *Supplier*'s liabilities under this Agreement. Any failure to provide *Uniting* with valid certificate of currencies for the term of the Agreement when requested to do so shall entitle *Uniting* to terminate the Agreement.

11. CONFLICT OF INTEREST.

The *Supplier* must avoid any actual or apparent conflicts between the *Supplier*'s interests and its duties to *Uniting* under this Agreement and, if necessary, must immediately disclose such conflict to *Uniting*'s contact person list on the *Order*. The *Supplier* must not do anything which may damage *Uniting*'s name, brand or reputation. The *Supplier* agrees that it shall not publish any document or material using *Uniting*'s name or logo without the prior written consent of *Uniting*.

12. TERMINATION.

Uniting may terminate this Agreement or any Order by notice in writing to the *Supplier*. In that case *Uniting* will pay the *Supplier* for any *Deliverables* already performed or costs reasonably incurred. *Uniting* may terminate this Agreement by notice in writing to the *Supplier* if the *Supplier* is in breach of a term or condition of this Agreement and fails to remedy such breach upon 7 days' written notice being served. Any termination under this clause will be without prejudice to any other right *Uniting* may have at law. Termination under this clause shall not give rise to any legal liability on the part of *Uniting* to pay any sum by way of compensation or damages to the *Supplier*.

13. ASSIGNMENT AND SUBCONTRACTING.

The *Supplier* must not assign this Agreement or subcontract any part of the *Deliverables* without the prior written consent of *Uniting*. The *Supplier* is responsible for the acts and omissions of its subcontractors.

14. RELATIONSHIP.

Nothing in this Agreement constitutes a relationship of partnership, agency or employer and employee between the parties. The parties expressly deny any such relationship.

15. GOVERNING LAW.

This Agreement shall be construed in accordance with the laws of the State of Victoria and the parties submit to the courts of that jurisdiction.