

Purchase Order Terms & Conditions

These terms and conditions ("PO Terms") are applicable to the Supply of Goods and/or Services pursuant to Purchase Orders issued by Major Projects Group Pty Ltd (MPG) to suppliers.

Upon the Supplier agreeing to Supply to MPG the Goods and/or Services specified in a Purchase Order ("the Purchase Order"), the Supplier shall be bound to Supply the Goods and/or Services to MPG in accordance with the terms and conditions contained in the Purchase Order (including any document or material attached thereto) and these PO Terms.

The Supplier may agree to Supply the Goods and/or Services expressly in writing to MPG or impliedly, including by commencing the Supply of the Goods and/or Services specified in the Purchase Order.

These PO Terms are subject to any Pre-Existing Supply Contract relevant to the Supply of the Goods and/or Services (if any).

1. PROVISION OF GOODS AND SERVICES

- a) In consideration of payment of the Fees by MPG, the Supplier must Supply to MPG the Goods and/or Services and any associated Materials in accordance with the Purchase Order and these PO Terms.
- b) The Supplier must commence Supplying the Goods and/or Services from the Commencement Date and complete the Supply of the Goods and/or Services by the Completion Date and in accordance with any other dates for the Supply of the Goods, Services and/or Materials specified in the Purchase Order.
- c) The Supplier must, and must ensure the Supplier's Personnel, at all times Supply the Goods and/or Services promptly, carefully and to the highest possible standards, with all due care, skill and judgement, in an efficient and cost effective manner and in accordance with the best professional and business practises adopted by a prudent, reputable and experienced supplier providing goods or services (as the case may be) in the nature of the respective Goods and/or Services under similar circumstances.
- d) Notwithstanding any other clause contained in these PO Terms, MPG has no obligation of any kind under the Purchase Order to purchase any or a minimum amount of the Goods or Services (as the case may be).

2. EQUIPMENT

- a) The Supplier must, at its own cost, supply any and all equipment which is necessary for the Supply of the Goods and/or Services unless otherwise agreed with MPG in writing.

3. FEES

- a) The Fees payable to the Supplier for the Goods and/or Services are set out in the Purchase Order and are fixed.
- b) The Fees are inclusive of any and all:
 - i. taxes, duties, fees or other government levies and charges which may be imposed on or in respect of the Supply of the Goods and/or Services; and
 - ii. costs, expenses and disbursements incurred by the Supplier or the Supplier's Personnel, unless the Purchase Order expressly states otherwise and the prior written approval of MPG (which may be given or withheld in its absolute discretion) is obtained before the expense is incurred by the Supplier.

4. CANCELLATION

- a) MPG may cancel all or part of the Purchase Order at any time for any reason, by written notice to the Supplier and on receipt of such notice, the Supplier must:

- i. promptly and without delay acknowledge receipt of such notice;
 - ii. immediately cease the Supply of the Goods and/or Services specified in the Purchase Order; and
 - iii. take all reasonable steps to mitigate any loss or prevent any further costs being incurred with respect to such Goods and/or Services or otherwise by MPG.
- b) Subject to clause 4(c), if MPG cancels any part of the Purchase Order, it will pay the Supplier for Goods and/or Services Supplied to it prior to the cancellation, but no other costs whatsoever shall be payable to the Supplier in relation to such cancellation (including, without limitation loss of profits).
 - c) Notwithstanding any other clause contained in these PO Terms, under no circumstances will MPG be required to pay the Supplier for Goods and/or Services where:
 - i. the Goods and/or Services were not supplied in accordance with the Purchase Order or these PO Terms;
 - ii. MPG, in its absolute discretion, is not satisfied with the Goods/or and Services it has received; or
 - iii. the Purchase Order is cancelled by MPG due to a breach by the Supplier.

5. INVOICING AND PAYMENT

- a) Unless otherwise specified in the Purchase Order, the Supplier must submit MPG a valid, itemised tax invoice (as defined in the GST Act) in respect of the Goods and/or Services once all the Goods and/or Services the subject of the Purchase Order have been Supplied to MPG in accordance with the Purchase Order and these PO Terms.
- b) Each tax invoice from the Supplier must provide sufficient information to allow MPG to identify the Goods and/or Services Supplied by the Supplier to which the tax invoice relates and must be accompanied by such supporting documentation as MPG requires. Each tax invoice must have at a minimum the following information:
 - i. a reference to the Purchase Order number;
 - ii. a reference to the item number;
 - iii. a detailed description of the delivered Goods or performed Services (including sizes, quantities, weight, unit and price);
 - iv. the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order; and
 - v. the amount of any applicable GST.
- c) MPG will only accept invoices which bear such information and may require the Supplier to reissue a valid invoice prior to payment.
- d) Subject to the Supplier complying with the terms contained in these PO Terms and the Purchase Order and Supplying the Goods and/or Services to MPG's absolute satisfaction, MPG will pay for Goods and/or Services Supplied by the Supplier made within forty five (45) days after the end of the month.
- e) If MPG disputes a tax invoice issued by the Supplier for any reason, it may notify the Supplier of the amount it believes is due for payment and pay the undisputed amount (if any). Payment of an invoice is not to be taken as evidence that the Goods and/or Services have been supplied in accordance with the Purchase Order or these PO Terms but must instead be taken only as payment on account.

6. FAILURE TO PERFORM

- a) If the Supplier fails to Supply any of the Goods or Services in accordance with the Purchase Order or these PO Terms, MPG may (without limiting any other available remedy), but is not under any obligation to, require the Supplier to:
 - i. Remedy any default; or
 - ii. Re-supply the Goods and/or Services within the time specified in a notice, in which case the Supplier will not be entitled to any payment in respect of the Goods and/or Services unless or until this clause

- 6(a) has been complied with by the Supplier to the absolute satisfaction of MPG.
- b) If MPG elects not to provide the Supplier with an opportunity to remedy a default or re-Supply the Goods and/or Services under clause 6(a) or the Supplier fails to do so within the time required by MPG, MPG may, at its sole discretion, elect to:
- i. have the default remedied or have the Goods and/or Services re-Supplied by a third party; or
 - ii. remedy the default, Supply the Goods and/or Services itself.
- c) The Supplier must pay all costs incurred by MPG, without reduction or set-off, as a result of any action taken by it under clause 6(b) on a full indemnity basis.

- ii. a failure by the Supplier to Supply the Goods and/or Services or otherwise perform its obligations in accordance with the Law or in accordance with the Purchase Order or these PO Terms.

7. WARRANTIES

- a) The supplier warrants that:
- i. it and the Supplier's Personnel have the capacity, experience and resources to Supply the Goods and/or Services to MPG in accordance with the Purchase Order and these PO Terms.
 - ii. the Goods and/or Services supplied by the Supplier are suitable for the purpose for which MPG requires them.
 - iii. it and the Supplier's Personnel will, at all times, act in good faith and having regard to the best interests of MPG.
 - iv. during the Term, it and all the Supplier's Personnel which are involved in the Supply of the Goods and/or Services hold all authorisations, consents, permits and licences required under any Law necessary to Supply the Goods and/or Services.
 - v. the provision of the Goods and/or Services (including and any and all Material), comply with the requirements of all Laws of any kind and will not infringe any third party's intellectual property rights.
 - vi. ownership of Goods Supplied (if any) passes to MPG absolutely and free from any charge or encumbrance whatsoever upon the Supply of the Goods to MPG.
 - vii. where the Supplier Supplies Goods that have been procured from a third party, it will assign to MPG, to the extent practicable and permitted by Law, the benefits of the warranties given by the third party in connection with those Goods.
 - viii. it and the Supplier's Personnel do not as at the date of the Purchase Order and will not at all material times:
 - 1) hold any office;
 - 2) possess any property;
 - 3) engage in any business or activity; nor
 - 4) otherwise owe any obligations, that gives rise to an actual or perceived conflict of interest with its duties, interests or obligations under the Purchase Order or these PO Terms.
 - ix. it will immediately notify MPG as soon as it becomes aware of any matter which may give rise to an actual or potential conflict of interest contrary to clause 7(a)(vi).
- b) All Services, Materials and Goods Supplied to MPG must, during the Term and for a period of 12 months following the completion of the Supply of the Goods and/or Services ("Warranty Period"), conform to the specifications contained in the Purchase Order and these PO Terms.
- c) Without limiting any other rights of MPG, the Supplier will promptly rectify any defect in the Goods, Services and/or Materials arising during the Warranty Period at no charge to MPG.

8. LIABILITY

- a) The Supplier indemnifies MPG and each of its employees, agents and contractors on a full indemnity basis against any loss, damage, injury, death, claim, action or expense (including any legal expense) suffered or incurred by, or brought against MPG or its employees as a result of:
- i. the conduct of, or a failure to act by, the Supplier or the Supplier's Personnel; or

9. TITLE AND RISK

- a) Title in the Goods (if any) passes to MPG upon the earlier of payment of the Fees or delivery of the Goods to MPG.
- b) Risk in the Goods (if any) passes to MPG when the Goods are delivered to MPG and one of MPG's employees takes possession of the Goods.

10. INTELLECTUAL PROPERTY RIGHTS

Contract Intellectual Property

- a) All rights, ownership or otherwise, in respect of any Contract Intellectual Property vest in MPG upon creation of those rights.
- b) MPG grants to the Supplier a non-exclusive and non-transferable licence to use, reproduce, adapt, modify, publish, distribute and communicate any Contract Intellectual Property for the limited purpose of providing the Goods and/or Services.

Pre-Existing Intellectual Property

- c) All rights, ownership or otherwise, in respect of Pre-Existing Intellectual Property used by MPG or the Supplier in connection with the Purchase Order remain the property of each party (or its licensors, if applicable).
- d) The Supplier irrevocably and unconditionally grants to MPG, free of additional charge, a non-exclusive, worldwide licence to use any Pre-Existing Intellectual Property to the extent that it forms part of, or is necessary for MPG to enjoy, the Goods and/or Services or any items created by the Supplier (including Contract Intellectual Property) for any reasonable purpose contemplated by the Purchase Order.

Ownership of Data

- e) All rights, including Intellectual Property Rights, in relation to Data will vest in MPG upon creation of those rights.

11. INSURANCE

- a) During the period of the Agreement, the Supplier must obtain and maintain insurance cover at all relevant times sufficient to cover any loss or costs that may be directly or indirectly incurred and for which the Supplier is liable in connection with provision of the Goods and/or Services, including:
- i. Professional indemnity insurance: If the performance of the Contract includes or is related to the provision of professional advice or services, the Service Provider must effect and maintain throughout the Term and for a period of not less than 3 years after termination of the Contract or completion of the Service Provider's obligations under the Contract, professional indemnity insurance in respect of any negligent acts, errors or omissions in the advice or services provided by the Service Provider under the Contract. Such insurance must provide cover to an amount of not less than A\$5,000,000 for each and every claim.
 - ii. Public and products liability insurance in the amount of \$20,00,000.00 for any one occurrence;
 - iii. Workers compensation as required by Law and employer's liability insurance, covering all claims and liabilities in respect of any statutory or common law liability for death, injury or illness of or to any person employed by the Supplier; and
 - iv. any other insurance which is required by the Laws or which may be reasonably required by MPG having regard to the nature of the Goods and/or Services.

- b) On request, the Supplier must provide to MPG a certificate of currency as evidence that the Supplier holds any insurance required under these PO Terms.

12. VARIATIONS

- a) MPG may, prior to delivery of Goods or performance of the Services, direct the Supplier in writing to add, omit, amend, supplement or replace any Purchase Order Specification or these Conditions. The Supplier must, within 7 days of such direction, advise MPG in writing if it accepts the variation to the Purchase Order. If the Supplier rejects the variation or fails to advise MPG with the specified period, the Purchase Order shall be terminated unless otherwise agreed between the parties.
- b) Where a direction for a variation would result in variation to the Price, the Supplier must immediately advise MPG in writing of the varied Price (which must be determined by the same method of pricing for the provision of the original Goods and/or Services). A variation to the Price is not effective unless it is communicated to MPG in writing and signed by MPG.
- c) If, in the opinion of the Supplier, a direction for a variation is likely to prevent the Supplier from meeting its obligations under the Agreement, it must immediately notify MPG. MPG will decide whether the variation will take effect and notify the Supplier of its decision in writing and may, in its discretion, modify the Agreement to the extent required to enable the Supplier to deliver the variation.

13. PRIVACY

- a) MPG collects Personal Information for the purposes of performing its obligations under this Agreement.
- b) By executing this Agreement the Supplier consents to MPG using the Personal Information to perform its obligations under this Agreement. MPG will use that Personal Information in accordance with its Privacy Policy available at <https://www.majorprojects.net/privacy-policy/>
- c) The Supplier may contact MPG to gain access to and request correction or amendment to the Supplier's Personal Information.
- d) MPG may disclose the Supplier's Personal Information to:
 - i. third parties that are associated or connected with giving effect to the transaction contemplated under the Agreement and the performance of the Supplier's obligations under this Agreement; and
 - ii. the Supplier's Related Entities (as defined in section 9 of the Corporations Act 2001).
- e) Where MPG has been requested to extend credit to the Supplier, the Supplier:
 - i. agrees that MPG may disclose the Supplier's Personal Information to investigate the credit worthiness of the Supplier, including (without limitation), conducting a credit check at any time, making enquiries with persons nominated by the Supplier as trade references, its bankers or any other credit providers (Information Sources);
 - ii. authorises the Information Sources to disclose to MPG all information concerning the Supplier which is within the possession of the Information Sources, and which is requested by MPG; and
 - iii. consents to MPG giving to, and obtaining from, the Information Sources, Personal Information about the Supplier and information about the commercial credit arrangements of the Supplier for the purpose of collecting overdue payments or for notifying other credit providers of default by the Supplier.

14. CONFIDENTIALITY

- a) The Supplier must ensure that its Representatives keep confidential all information supplied by MPG or relating to this Agreement (Information), and not use or disclose that information except to fulfill its obligations under this Agreement. The Information supplied remains the property of MPG and the Supplier must not disclose the Information without prior written consent of MPG.
- b) This clause does not apply to Information which is lawfully obtained from a third party, is public knowledge, is already known or is otherwise independently developed by Representatives of the Supplier who have not been exposed to the Information.

15. ACCESS

The Supplier must, and must ensure that the Supplier's Personnel at all times when present at premises owned or used by MPG, take all reasonable steps to protect people and property, prevent nuisance, act in a safe and lawful manner and comply with any related policies referred to in clause 17(b).

16. SUBCONTRACTING

- a) The Supplier must not sub-contract any of its obligations under the Purchase Order or these PO Terms (whether in whole or in part), without the prior written consent of the Managing Director or General Manager of MPG (which may be given or withheld at MPG's absolute discretion).
- b) The Supplier acknowledges that even if MPG provides the Supplier with written consent to a sub-contracting arrangement, the Supplier remains responsible to MPG for the performance of any and all obligations under the Purchase Order and these PO Terms and will be liable for all acts and omissions of the sub-contractor or the sub-contractor's employees or contractors, as if those acts or omissions were the actions of the Supplier.

17. COMPLIANCE WITH LAW AND POLICY

- a) The Supplier must, in performing its obligations under the Purchase Order and these PO Terms, comply with the Laws affecting the provision of the Goods and/or Services by the Supplier or otherwise applicable to the Purchase Order.
- b) Without limiting clause 17(a), at all times during the Term, the Supplier must, and must ensure that the Supplier's Personnel comply with such MPG policies and procedures as MPG considers relevant (in its absolute discretion) having regard to the Goods and/or Services to be Supplied under the Purchase Order including, but not limited to MPG's:
 - i. Work Health & Safety Policy;
 - ii. Environmental Policy;
 - iii. Quality Policy;
 - iv. Drug and Alcohol Policy;
 - v. Consultation Policy;
 - vi. Equal Opportunity Policy;
 - vii. Gender Equality Policy;
 - viii. Return to Work Policy;
 - ix. Workplace Bullying Policy; and
 - x. Business Ethics Policy;

18. GST

- a) Terms used in this clause have the same meanings given to them in the GST Act.
- b) Unless otherwise expressly stated, all Fees or other sums payable or consideration for a taxable supply made by the Supplier under or in connection with the Purchase Order are inclusive of GST.
- c) Subject to the recipient being provided with a valid tax invoice in respect of a taxable supply, if GST is imposed on any supply made under or in connection with the Purchase Order, the recipient of that supply must pay to

the supplier an amount equal to the GST payable in respect of the taxable supply, at the same time and in the same manner as the consideration payable for that supply.

- d) For the avoidance of doubt, MPG is not obliged to pay the Supplier GST in respect of a taxable supply made by the Supplier under or in connection with the Purchase Order unless MPG is provided with a valid tax invoice for that taxable supply.

19. RECOVERY OF MONIES

Any debt due from or moneys payable by the Supplier to MPG whether under this Agreement or otherwise may be deducted by MPG from any moneys due or to become due to the Supplier under this Agreement. MPG is entitled to recover from the Supplier any balance that remains owing after deduction.

20. GENERAL

- a) Where there is any conflict, ambiguity or inconsistency between the provisions contained in a Pre-Existing Supply Contract (if any), these PO Terms and/or the Purchase Order, to the extent of the conflict, ambiguity or inconsistency (as the case may be), the Pre-Existing Supply Contract (if any) shall have priority over the Purchase Order and these PO Terms, and the Purchase Order shall have priority over these PO Terms.
- b) The Purchase Order and these PO Terms are governed by, and are to be construed in accordance with, the Laws in force in New South Wales, Australia.
- c) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- d) The parties' relationship is one of principal and independent contractor, not employer and employee, principal and agent or partnership, and the Supplier does not have the right or authority to act on behalf of or bind MPG.
- e) Time is of the essence in relation to the Supply of the Goods and/or Services.

21. ENTIRE UNDERSTANDING

- a) The Purchase Order and these PO Terms constitute the entire agreement in respect of the Supply of the Goods and/or Services.
- b) Any terms or conditions the Supplier attempts to impose in connection with the Supply of the Goods and/or Services (whether in or attached to any quotation, tax invoice or other document or communication) or any variations to the Purchase Order or these PO Terms shall be null and void.
- c) In Supplying the Goods and/or Services the Supplier has not relied on any representations made by MPG apart from those expressly made in the Purchase Order and these PO Terms.

22. INTERPRETATION

In these PO Terms, unless the context otherwise requires:

Commencement Date means the date specified in the Purchase Order as the date that the Supplier is required to commence the Supply of the Goods and/or Services or, if no date is specified, the date of the Purchase Order.

Completion Date means the date specified in the Purchase Order as the date that the Supplier must complete the Supply of the Goods and/or Services or, if no date is specified, the earliest date which is reasonably practicable having regard to the usual time that it takes to Supply such Goods and/or Services.

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in any way related to, MPG and includes, without limitation,

any Personal Information and information designated by MPG as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information:

1. which is in or subsequently enters the public domain other than as a result of a breach of these PO Terms;
2. which the Supplier can demonstrate was in its lawful possession prior to the date of the Purchase Order (contemporaneous evidence of which must be provided by the Supplier to MPG);
3. which the Supplier can demonstrate was independently developed by the Supplier; or
4. which is lawfully obtained by the Supplier from another person entitled to disclose such information.

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any Materials created by or on behalf of the Supplier in the course of providing the Goods and/or Services.

Data means any data (including Personal Information), datasets or databases created (including by modification of existing data, datasets or databases) by or on behalf of the Supplier in the course of providing the Goods and/or Services.

Fees means the fixed fee payable to the Supplier for the provision of the Goods and/or Services as specified in the Purchase Order.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Goods and Services means the Goods and/or Services to be Supplied by the Supplier as specified in the Purchase Order.

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Laws means the law in force in Australia and New South Wales, including common law, legislation and subordinate legislation, and ordinances, regulations and by-laws of relevant government, semi-government or local authorities.

Material includes, but is not limited to, any report, memorandum or advice required by MPG or provided to the MPG by the Supplier as part of, or in connection with, the Supply of the Goods and/or Services.

MPG means Major Projects Group Pty Ltd (ABN 36 135 179 207).

Personal Information means:

1. information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion; or
2. information or a document that relates to the affairs or personal particulars of another person (such as a company or a business), which is received or learnt from any source as a consequence of or in the performance of this Agreement.

PO Terms means this document entitled Purchase Order Terms and Conditions, which sets out the terms and conditions on which MPG has agreed to purchase, and the Supplier has agreed to Supply, the Goods and/or Services.

Pre-Existing Intellectual Property means any and all Intellectual Property Rights in any works, items or systems which are the property of either party and which existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Goods and/or Services.

Pre-Existing Supply Contract means a contract for the Supply of all or any part of the Goods and/or Services that was entered into by MPG and the Supplier prior to the date of the Purchase Order and, as at the date of the Purchase Order, is afoot and binding on the parties.

Purchase Order means a form of order for Goods and/or Services entitled 'Purchase Order', issued by MPG, and includes any document, plan or material attached thereto which contains any specifications, particulars, designs, scope of works, timeframes, delivery addresses or other provisions of relevance to the Supply of the Goods and/or Services.

Supplier means the entity named on the Purchase Order as the entity Supplying the Goods and/or Services.

Supplier's Personnel means all the Supplier's:

1. employees, partners, directors and shareholders; and
2. agents, consultants and contractors (including all their employees) which are involved in any way in the Supply of the Goods and/or Services (if any).

Supply means:

1. in respect of Goods, the supply and delivery of the Goods to MPG; and
2. in respect of Services, the performance and completion of the Services, in accordance with the Purchase Order and these PO Terms.

Term means the period commencing on the Commencement Date and ending on the earlier of the Completion Date as specified in the Purchase Order or the date on which MPG cancels the Purchase Order.