

Purchase Order Terms

Current from: 5 October 2023

1. CBH GROUP TERMS APPLY

1.1 By supplying the Goods or performing the Services set out in the Purchase Order, the Contractor is deemed to have agreed to the terms set out in the Purchase Order.

1.2 The Purchase Order consists of the following documents in the following order of precedence:

- (a) any Special Conditions;
- (b) these Purchase Order Terms;
- (c) the Purchase Order Output;
- (d) Scope of Work;
- (e) the Company Standards and Procedures; and
- (f) any other Attachments,

other than any inconsistency relating to a Specification, Road Safety Law, Occupational Health and Safety legally binding standard or any other applicable Law, in which case, notwithstanding the above, the Contractor must comply with the most stringent standard.

1.3 Where the Contractor has entered into an Agreement with the Company for the supply of the Goods and/or Services to which the Purchase Order relates, the terms of that Agreement prevail over the terms of the Purchase Order.

1.4 To the extent that any Contractor's terms are supplied with any quotation to the Company or supplied with the Goods or Services (including as printed on consignment note(s), the Contractor's quote, other related documents or any Clickwrap agreement), those terms will have no legal effect and will not constitute part of the Purchase Order or Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

ABN has the meaning given to that term in the GST Legislation.

Agreement means a contractual agreement between the Contractor and the Company, if any, separate from the Purchase Order.

Approval means any licence, permit, consent, approval, determination, certificate or other requirement of any Authority or under any applicable Law.

Attachment means any annexure or attachment to the Purchase Order.

Authority means any:

- (a) government department;
- (b) local government council;
- (c) government or statutory authority; or
- (d) other body,

which has a right to impose a requirement in respect of the Work or whose consent is required with respect to the Goods or Services.

Background Intellectual Property has the meaning given to it in clause 15.1(b).

Business Day means a day that is not a Saturday, Sunday or gazetted public holiday in Western Australia.

Chain of Responsibility Laws means the requirements known as the "Chain of Responsibility" provisions under the *Road Traffic (Administration) Act 2008 (WA)*, the *Road Traffic (Vehicles) Act 2012 (WA)*, the *Road Traffic (Administration) Regulations 2014 (WA)*, the *Road Traffic (Vehicles) Regulations 2014 (WA)* and the *Road Traffic (Authorisation to Drive) Regulations 2014 (WA)*.

Change Order is a Document titled 'Change Order' that is issued by Company to the Contractor from time to time to effect a Variation to the Purchase Order.

Claim includes any claim for an increase in the Price, payment of money (including damages) or an extension of time:

- (a) under, arising out of, or in any way connected with the Purchase Order or the Work; or
- (b) otherwise at Law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution.

Clickwrap means an agreement which is accepted by clicking on a button or hyperlink, such as a software licence.

Company means Co-operative Bulk Handling Limited, or any of its Related Bodies Corporate which is party to the Purchase Order. A reference to Company in an Attachment has the same meaning.

Company Contractors are consultants, agents and contractors (other than the Contractor) engaged by Company to carry out any other work.

Company Representative means the person nominated by Company and named in the Scope of Work as the Company Representative person. A reference to Contracts Manager has the same meaning.

Company Site means a Site or any other premises which is owned, leased or otherwise occupied by Company.

Company Standards and Procedures means the set of Company Standards, Specifications, policies and processes specified in:

- (a) the Schedule to these Purchase Order Terms;
- (b) the Scope of Work (including but not limited to technical specifications); and
- (c) as notified by Company to the Contractor where these are required by Law or are of the same or a similar nature to those specified in the Schedule to these Purchase Order Terms,

that are relevant to the Scope of Work due under the Purchase Order.

Company Standard Working Hours means the Company standard working hours as specified in the Scope of Work or as otherwise stated in the Purchase Order.

Completion means:

- (a) in respect of any Goods to be delivered, that those Goods have been delivered to the Delivery Point by the Due Date;
- (b) in respect of any Services to be performed, that those Services have been completed in accordance with the Purchase Order;
- (c) all commissioning and testing pursuant to clause 9.3 or otherwise required by the Purchase Order has been carried out and the Goods have met the relevant standard required by the Purchase Order; and
- (d) the Contractor has done everything in which the Purchase Order requires it to do so as a condition precedent to completion, including submission of all required Documents and other Materials to the Company and those things described in the Purchase Order.

Confidential Information means the Purchase Order, Documents and any information that concerns the business or finances of Company and is disclosed to or acquired by the Contractor under or in connection with the Purchase Order and which:

- (a) is by its nature confidential;
- (b) is designated by Company as confidential; or

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- (c) the Contractor knows or ought to know is confidential, but does not include information which:
 - (i) is or becomes public knowledge other than by breach of these terms;
 - (ii) is in possession of the Contractor without restrictions in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
 - (iii) has been independently developed or acquired by the Contractor,

where the burden of establishing any of the exceptions referred to in paragraphs (i), (ii) and (iii) above will be on the Contractor.

Contractor means the Party specified on the Purchase Order responsible for supplying the Work.

Contractor's Confidential Information has the meaning given in clause 16.2.

Contractor Representative means the person nominated by the Contractor (if applicable) and named in the Scope of Work as the Contractor contact person.

Contractor Management Minimum Requirements means the Contractor Management Minimum Requirements Standard provided by Company to the Contractor on or prior to the first day of the Term.

Contractor Personnel means any and all personnel engaged by the Contractor, including its directors, officers, employees, agents, consultants, invitees, Subcontractors and any director, officer, employee, agent, consultant or invitee of the Subcontractor, in performing the Contractor's obligations under the Purchase Order.

Consultancy Services means the provision of the Contractor's knowledge, skills, experience, deductive and intuitive intellectual capabilities, inventiveness, physical work and other consultancy services identified in the Purchase Order, if any, including the development, completion and submission of any Documents to the Company.

Defect means:

- (a) any designs, materials or workmanship not in accordance with the Purchase Order;
- (b) any defect in or omissions from the Work; or
- (c) any other aspect of the Work not in accordance with the Purchase Order.

Defects Liability Period is twelve (12) months from the Due Date or Completion (whichever is the later), unless otherwise agreed between the Parties and stated on the Purchase Order.

Delivery Point means the location for delivery of the Goods. A reference to 'Ship All Items To' or 'Deliver To' has the same meaning.

Delivery Terms means the conditions for transport, freight charges, time of delivery and all other related delivery conditions specified in the Purchase Order.

Documents includes correspondence, notes, memoranda, plans, drawings, as built drawings, designs, calculations, operating manuals, accounts, reports, plans and all other documents of any type, whether in tangible or electronic form.

Due Date means the due date for Completion specified in the Purchase Order. A reference to 'Need By' has the same meaning.

Environmental Law means any Law relating to the environment, including the Environmental Protection Act 1986 (WA) and Environment Protection and Biodiversity Conservation Act 1999 (Cth) and their respective regulations, and any equivalent legislation relating to the environment applicable in the jurisdiction where the Services are being performed.

Exclusive Stock is any Goods embellished, embroidered, printed, machined, cut-to-size and/or specifically ordered for the Company, to mutually agreed volumes.

Goods means the goods, materials, equipment, associated goods and other items specified in the Purchase Order which the Contractor is required to supply.

GST means goods and services tax imposed under the GST Legislation.

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

Health, Safety and Environmental Management Plan (HSEMP) has the meaning given in clause 6.3(a)(i). A reference to safety management plan (**SMP**) or a workplace health safety management plan (**WHSMP**) has the same meaning and intent.

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 those rights; and
- (b) all renewals and extensions of those rights.

Inventions include programs, systems, procedures, processes, formulae and all other inventions or discoveries.

Law means any:

- (a) Commonwealth, State and local government legislation, including regulations and by-laws;
- (b) any requirement, demand, Notice, order or guideline of an Authority; and
- (c) common law.

Material means diagrams, graphs, charts, projections, specifications, estimates, records, concepts, Documents, accounts, plans, formulae designs, methods, techniques, processes, software (including source code and object code versions) manuals, supplier lists, price lists, customer lists, market research information, correspondence, letters and papers of every description including all copies of and extracts from the same, equipment, models, goods, information, design concepts, audio, video, printed matter and data stored by any means.

Material Number means the catalogue number, supplied by the Company, that uniquely defines each Good or Service. A reference to 'Customer Part #' has the same meaning.

MSIC means a Maritime Security Identification Card required by all Contractor Personnel prior to accessing any the Company port terminal classified as a maritime security zone.

Moral Rights has the meaning given in the Copyright Act 1968 (Cth).

Notice includes any notice, Tax Invoice, Change Order, consent, determination, decision, acknowledgement, notification, rejection, Approval, authorisation or Claim or any other communication made or issued pursuant to a provision of the Purchase Order.

Party means a party to the Purchase Order.

Permit to Work means any permit system developed by the Company and applicable to the Contractor, including the Company's "Hot Works Permit" system available on request from the Company.

Personal Information has the meaning ascribed to that phrase in the *Privacy Act 1988* (Cth).

Plans means any management plans required under clause 6.3 and specified in a Scope of Work.

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Plant and Equipment means any plant, equipment, tools, materials, appliances or any other property and items the Contractor requires in performing the Work.

Plant and Equipment Records is a record of the Plant and Equipment used in the performance of the Work which includes but is not limited to the following information:

- (a) year, make (model) and fleet number;
- (b) registration number;
- (c) combination;
- (d) on-board weighing capability;
- (e) tare weight;
- (f) gross combination mass;
- (g) gross vehicle mass;
- (h) payload CLS / certified weighbridge mass management scheme;
- (i) permissible gross weight under *Road Traffic Act (Vehicle Regulation limit)*; and
- (j) fitted with GPS (yes/no).

PPSA means the *Personal Property Securities Act 2009 (Cth)* and includes any reference to the PPSA register.

Price means the amount payable in respect of the Work as set out in the Purchase Order.

Privacy Law means any Law relating to the privacy, confidentiality or use of any information about individuals, including the Privacy Act 1988 (Cth).

Purchase Order has the meaning given in clause 1.2 and includes any Change Order.

Purchase Order Output means the document titled "Purchase Order" generated upon the parties entering into the Purchase Order and quoting a unique purchase order number.

RCTI means Recipient Created Tax Invoices or Recipient Created Adjustment Note as defined in the GST Legislation.

RCTI Agreement has the meaning given in clause 20.11

Related Bodies Corporate has the meaning given to the term in section 50 of the Corporations Act 2001.

Relevant Intellectual Property Rights has the meaning given to it in clause 15.1(a).

Road Safety Laws includes any Law relating to road safety, road transport or heavy vehicle transport, including in relation to:

- (a) vehicle dimensions;
- (b) securing of loads;
- (c) illegal driving;
- (d) Occupational Health and Safety;
- (e) speed limiting;
- (f) vehicle load limits;
- (g) vehicle weight or mass limits;
- (h) route restrictions;
- (i) fatigue management; or
- (j) driving hours taking into account the Company Standard Working Hours.

Scope of Work is the description of the Goods and/ or Services, as amended by agreement between the Parties from time to time.

Security Interest means a mortgage, pledge, lien, charge, assignment by way of security, security interest, title retention arrangement, preferential right, trust arrangement, an item registered on the PPSA Register, or other arrangement having

the same or equivalent commercial effect as a grant of security.

Service means the intangible activities of the Work, including any Consultancy Services or transport services, which the Contractor is required to perform under the Purchase Order, and intangible activities required as part of the inspection or remedy of defects.

Site means the sites (if any) described in the Purchase Order where the Goods are to be delivered and the Services are to be performed.

SitePass is an electronic software system provided by the Company to facilitate the Contractor's on-boarding activities for the Site and ensure the Contractor's compliance with the Contractor Management Minimum Requirements and Site Safety Requirements.

Site Safety Requirements means the set of safety requirements for the Site as set out in the Purchase Order and SitePass.

Special Conditions means any special conditions applicable to the Purchase Order as agreed between the Parties.

Specification means in order of priority:

- (a) the Company's functional and technical specifications and requirements for the Works as described in the Purchase Order, as amended from time to time by agreement between the Parties; and
- (b) all applicable manufacturers' specifications and applicable standards.

Subcontractor means any person engaged by the Contractor (including contractors, consultants and agents) in accordance with clause 8 to perform all or part of the Work on behalf of the Contractor.

Tax Invoice has the meaning given to it in the GST Legislation and includes any Adjustment Note for the purposes of the Purchase Order.

Taxes means all taxes, fees, levies, duties and charges imposed or assessed in respect of either the Goods or the Services by all local, state or national government authorities including without limitation income tax (including withholding for prescribed payments or group tax), payroll tax, statutory superannuation contributions and workers' compensation payments and contributions, sales tax, customs duty, excise tax, stamp duty and GST.

Taxing Authority means the Australian Taxation Office or similar Authority which has the right to assess, levy and collect Taxes.

Term is defined in clause 4.

Variation means any variation of the Purchase Order, in accordance with this Purchase Order, including any addition to, reduction in, omission from, or change in the character, quality, Price or the Work.

WHS Law means any Law relating to work health and safety, including the *Work Health and Safety Act 2020 (WA)*, *Work Health and Safety (General) Regulations 2022 (WA)*, approved codes of practice and any equivalent legislation relating to occupational health and safety applicable in the jurisdiction where the Work is being performed.

Work means all the Work which the Contractor is required by the Purchase Order to perform, including the design, manufacture, commissioning, testing, certification and delivery of the Goods and the performance of the Services and or any Consultancy Services and any additional matters in the Purchase Order.

2.2 Interpretation

In the Purchase Order, unless the context otherwise requires:

- (a) the singular will include the plural and vice versa;
- (b) the headings will not affect the interpretation or construction of the Purchase Order;

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- (c) the meaning of general words are not limited by specific examples introduced by *such as, for example, including* or otherwise;
- (d) reference to any statute will mean that statute as amended, modified or replaced from time to time and includes orders, acts, codes, ordinances, regulations and rules and by-laws made in terms of or pursuant to the relevant legislation;
- (e) reference to any of the Company Standards and Procedures will mean that standard or procedure as amended, modified or replaced from time to time;
- (f) the Purchase Order must not be construed adversely against a Party just because that Party prepared or put forward it;
- (g) reference to a Party or Parties includes a reference to its successors and permitted assigns in accordance with the Purchase Order; and
- (h) reference to '\$' or "dollars" is a reference to Australian dollars unless otherwise expressly stated.

3. TRANACTING ONLINE

3.1 Unless agreed otherwise by the Company, the Contractor will use the e-commerce platform(s) notified to the Contractor by the Company to enter into the Purchase Order and conduct business activities and transactions with the Company during the Term of the Purchase Order. Such transactions include but are not limited to:

- (a) receipt of Purchase Orders, Change Orders and sending Tax Invoices, Adjustment Notes and RCTIs (if applicable); and
- (b) providing a current up to date electronic catalogue, including pricing, of the goods and services available to the Company.

3.2 The Contractor may be required to enter into an agreement with the e-commerce platform third party supplier. Each Party will bear its own costs of using the platform(s).

4. TERM

The Purchase Order is in force from the date indicated on the Purchase Order until the Due Date, unless terminated earlier (**Term**).

5. CONTRACTOR STANDARD OF CARE FOR THE GOODS AND/OR SERVICES

The Contractor must, and the Contractor procures that the Contractor Personnel will:

- (a) supply and deliver the Goods and/or perform the Services to Completion by the Due Date in a professional, safe and timely manner;
- (b) perform the functions and obligations required to be performed by the Contractor under the Purchase Order;
- (c) not substitute or supply equivalent Goods where the Purchase Order specifies a particular brand or make of a Good, unless otherwise approved by the Company;
- (d) ensure it has the particular skills and experience that would be expected of a professional Contractor, service provider or consultant (as applicable) performing work of similar nature as the Work, and has the resources and ability necessary to perform the Work; and
- (e) ensure it is properly licensed, hold valid tickets including MSIC, appropriately equipped, organised and financed to perform all its obligations under the Purchase Order.

6. SITE ACCESS AND SAFETY

6.1 Compliance to Legislation and Standards and Procedures

The Contractor warrants, and the Contractor must procure, that the Contractor Personnel will:

- (a) comply with all applicable Laws, including any WHS Law, Road Safety Law, Environmental Law and Chain of Responsibility Law;
- (b) familiarise themselves and comply with the Contractor Management Minimum Requirements and Site Safety Requirements; and
- (c) comply with any the Company Standards and Procedures, to the extent that the documents are applicable to the supply of the Goods and/ or the performance of the Services by the Contractor.

6.2 Scope of Work, Safe Work Practices and Risk Assessment

The Contractor must, and procures that the Contractor Personnel will:

- (a) perform the Work in a safe and proper manner with due care and skill and in accordance with good operating practice;
- (b) if requested by the Company participate in or facilitate their own risk assessment prior to commencing any Work, of which the risk assessment:
 - (i) may be in the form of a Job Hazard Analysis (**JHA**) or similar safety tool;
 - (ii) will record the risk assessment and risk control methods to be employed by the Contractor; and
 - (iii) may be reviewed by the Company on a regular basis;
- (c) so far as is reasonably practicable, work in a manner that is safe and without risk to health;
- (d) not leave any Work or partly completed Works in an unsafe condition or in a condition which might cause harm or damage to people, Plant and Equipment, materials or other property;
- (e) erect and maintain all safeguards necessary to protect against hazards, including barriers, fences, railings and signs;
- (f) notify the Company and other users of any dangerous or hazardous conditions arising out of the performance of the Works;
- (g) immediately comply with directions on WHS issued by any relevant authority or by the Company;
- (h) so far as is practicable, provide and maintain a working environment in which workers are not exposed to hazards including by satisfying the requirements of s19(1) and 19(3)(a)-(g) of the *Work Health and Safety 2020 (WA)*;
- (i) comply at all times with the "CBH Group Alcohol and Drug Policy" and associated requirements;
- (j) comply with the personal protective equipment requirements which requires the compulsory wearing of high visibility full length trousers and long-sleeved collared shirts by all Contractor Personnel when working on the Site; and
- (k) understand and comply with the Company's Permit to Work and danger tag system requirements.

6.3 Management Plans and Compliance

- (a) If the Company at its sole discretion, determines the Work or any portion thereof warrants a management Plan or any other health, safety and environment controls, the Company may direct the Contractor:
 - (i) to submit a HSEMP or any other Plan as specified in the Scope of Work for the review and approval of the Company Representative; or
 - (ii) to conduct a separate JHA, or similar safe work method statement for the Work; and
 - (iii) complete prior to the commencement of any Work under the Purchase Order by the Contractor or Contractor Personnel.

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- (b) The Plans will be in a form and substance satisfactory to the Company and compliant with all the relevant Standards and Procedures and any other guidelines provided by the Company Representative.
- (c) The Contractor must, and must ensure that Contractor Personnel, comply with all approved Plans in performing the Works.
- (d) The Contractor must notify the Company of any significant changes that are made to the Plans.
- (e) Failure to comply with clause 6.3(a) and any particulars in a Scope of Work is a breach of the Purchase Order.

6.4 Access, Notice, Assessment and Induction Training

The Contractor must, and must procure that its Contractor Personnel will:

- (a) obtain prior approval from the Company to access the Site (if the Site is a Company Site);
- (b) the Contractor must ensure that any of its Contractors Personnel requiring access to a Maritime Security Zone holds a valid Maritime Security Identification Card (**MSIC**) during the Term;
- (c) undergo any induction training as directed by the Company (inclusive of any site specific and general on-boarding requirements such as SitePass) before they are given access to the Site (if the Site is a Company Site);
- (d) participate in any safety meetings as directed by the Company (including, without limitation, any pre-start, toolbox or Site safety committee meetings);
- (e) report all hazards, incidents, injuries and near misses on and off Site to the Company Representative within twenty-four (24) hours of the occurrence;
- (f) supply sufficient first aid facilities and first aid kits (suitable for an industrial environment including mobile Plant and Equipment such as vehicles) that complies with the Company Standards and Procedures; and
- (g) notwithstanding any other clause in the Purchase Order, in the event that the Contractor fails to comply or is in breach of this clause 6, including any obligations set out in the Company's Contractor Management Minimum Requirements and Site Safety Requirements, the Company may suspend the Work and any right of the Contractor to enter the Site to carry out the Work, deny access or remove the Contractor Personnel and any Plant and Equipment from the Site at the Contractor's cost. For the avoidance of doubt, the Contractor shall not have any Entitlement arising out of or in any way in connection with the suspension of the Work under this clause 6.4(g). The suspension will not end until the Contractor has remedied the non-compliance with this clause 6 and, if it fails to do so within a reasonable time as determined by the Company, the Company may terminate the Purchase Order.

6.5 Other Contractors

The Contractor must not and procures that its Contractor Personnel will not, interfere with the Company's activities or the activities of any other person including other Company Contractors, at the Site or any Company Site.

6.6 Contractors Plant and Equipment

The Contractor must, and procures that the Contractor Personnel will:

- (a) ensure that all Plant and Equipment brought onto a Site or premise complies with all applicable Laws;
- (b) unless the Purchase Order expressly states otherwise, supply all labour, supervision, materials, safety equipment and all Plant and Equipment required to perform the Work under the Purchase Order at the Contractor's cost;

- (c) inform itself of all the Company Standards and Procedures relating to the configuration of its Plant and Equipment it brings onto Site to perform the Work;
- (d) ensure all Contractor Personnel are duly skilled and licenced to operate any Plant and Equipment, evidence of which is required to be uploaded into SitePass; and
- (e) if requested by the Company provide to the Company Representative a copy of the Plant and Equipment Records used in the performance of the Work.

7. CHAIN OF RESPONSIBILITY

7.1 The Contractor acknowledges that the Company has certain obligations under the Chain of Responsibility Laws in connection with the performance of the Transport Services, including as a consignor, consignee, packer, and/or loader. So as to facilitate each of the Contractor and the Company complying with their respective obligations under the Chain of Responsibility Laws:

- (i) each of the parties must co-operate with the other in relation to their compliance with the Chain of Responsibility Laws;
- (ii) without limiting clause 7.1(i), each of the parties must co-operate with the other in relation to the application of, and any audit of a party's Chain of Responsibility Laws compliance policies; and
- (iii) the Contractor must comply with all directions from the Company, and provide any information reasonably requested by the Company, in connection with the compliance of any Vehicle or any of the Contractor's Personnel with the Chain of Responsibility Laws in relation to the performance of the Transport Services.

7.2 Nothing in this clause 7 limits or otherwise affects a party's own responsibility to ensure that it complies with the requirements of the Chain of Responsibility Laws which are applicable to that party.

8. SUBCONTRACTORS

- (a) The Contractor must not engage any Subcontractor to supply the Goods or provide the Services without the prior written consent of the Company Representative.
- (b) The Contractor must ensure that any Subcontractor it engages in connection with the Purchase Order complies with the Purchase Order.
- (c) A Subcontractor arrangement does not relieve the Contractor from any of its obligations and the Contractor acknowledges that any Subcontractor is an agent or employee of the Contractor, so that the Subcontractor's performance, acts and omissions is deemed to be the performance, act and omission of the Contractor.

9. INSPECTION AND ACCESS TO CONTRACTOR'S PREMISES

9.1 Access to Contractor and Subcontractor Premises

The Contractor must provide the Company with access to all premises of the Contractor and any Subcontractor in order to inspect the Goods and the progress of Work necessary to comply with the Purchase Order.

9.2 Inspection

- (a) The Company will have a reasonable period of time following delivery of the Goods in which to inspect the Goods for Defects or damage.
- (b) Acceptance of the Goods by the Company is subject to the Company being reasonably satisfied, upon inspection, that the Goods are free of any Defects or damage.
- (c) For the avoidance of doubt, any document signed by the Company upon delivery does not indicate acceptance of the Goods, and any money paid by the Company to the Contractor prior to inspection of the Goods will be deemed

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to have been paid conditional upon, and subject to, the Goods being free of any Defects or damage.

9.3 Testing

- (a) The Contractor must (if applicable) conduct the testing of the Goods or its parts as required by the Purchase Order, to applicable Law or industry standard. If the Goods or its part fails to meet such standards, any further testing must be at the Contractor's cost.
- (b) The Company is not required to accept any Goods or parts of Goods that fail to meet any applicable standard imposed by Law or industry.

9.4 Audits

The Contractor must undertake audits and assessments in accordance with the Contractor Management Minimum Requirements to assess the degree of compliance with its obligations to the Contractor Management Minimum Requirements, applicable Plans and Legislative Requirements, and provide the Company with its audit and assessment results and advise of any corrective actions arising out of its audits and assessments.

10. COMPLETION AND DELIVERY

10.1 Delivery of Goods

- (a) The Contractor must deliver the Goods to the Company's nominated Delivery Point in accordance with the Delivery Terms set out in the Purchase Order or as otherwise varied in accordance with clause 16.2, by the Due Date.
- (b) If the Company is to provide transport for the Goods, the Contractor is responsible for the Goods being ready for despatch in accordance with clause 10.3 and 10.4 and must allow sufficient and reasonable time for the Company to arrange transport.
- (c) If the Contractor is delayed or becomes aware of the likelihood of delay in its delivery of any Goods or Completion of any Services, the Contractor will as soon as possible after becoming aware of those circumstances notify the Company in writing and provide full details of the circumstances.
- (d) The Company is not required to accept any damaged or oversupply of Goods and at its discretion, may return any such damaged or oversupplied Goods to the Contractor at the Contractor's cost.
- (e) Any Goods delivered, or Services performed that are differing in quality or Price as specified in the Purchase Order will not be accepted by the Company without prior written approval.

10.2 Provision of Documents and Product Information

The Contractor must provide to the Company:

- (a) upon delivery of the Goods, all Documents relating to the Goods including a consignment note, packing slip and all relevant safety information required by Law at the time of delivery;
- (b) all Documents relating to the Services, upon Completion of the Services and in any event at least seven (7) days prior to Completion; and
- (c) any other Material relating to the Goods or Services on request from the Company Representative.

10.3 Packaging and Marking Instructions

- (a) The Contractor must ensure the packaging of the Goods is safe and adequate. All costs associated with packaging are the responsibility of the Contractor. The Contractor must ensure the packaging is suitable to facilitate inspection and repacking of the Goods for on-forwarding and storage.
- (b) Goods will be packed in accordance with the requirements (if any) set out in the Purchase Order. Where packaging is not specified in the Purchase Order, the Goods will be packed in a form consistent with good

industry practices and all applicable Laws and safety requirements.

- (c) Any Goods contained in packages must be adequately protected from damage which may be caused during the normal course of long-distance transport and also to prevent the ingress of dust and moisture.
- (d) Polystyrene bead packing must not be used to package the Goods.
- (e) Failure to comply with this clause 10.3 may result in the Goods being rejected and returned at the Contractor's expense.

10.4 Marking and Securing

All packages, delivery notes and Tax Invoices must be clearly marked with the Purchase Order number, the Material Number (where applicable) and the Delivery Point. All Goods are to be securely strapped where appropriate prior to delivery to nominated carriers.

11. TITLE AND RISK

11.1 Title and Risk

- (a) Title to and property in the Goods immediately passes to the Company upon payment of the Price.
- (b) Risk in the Goods remains with the Contractor until delivery of the Goods into the actual care, custody and control of the Company after inspection at the Delivery Point.
- (c) Risk reverts to the Contractor immediately upon the Goods coming into the care, custody, or control of the Contractor under clause 14.1(a) (if applicable) until such time as the Goods are returned to the care, custody and control of the Company.

12. PPSA

- (a) If the Contractor determines (acting reasonably) that Goods or Services supplied under a Purchase Order or Agreement (or a document or transaction in connection with these Purchase Order Terms) create or contain a Security Interest for the purposes of Personal Properties Securities Act 2009 (Cth) (PPSA), the Company agrees to take reasonable steps, upon request by the Contractor to:
 - (i) ensure that the security interest is enforceable, perfected and otherwise effective;
 - (ii) enable the Contractor to apply for any registration, complete any financing statement give any notification, in connection with the security interest; and
 - (iii) enable the Contractor to exercise rights in connection with the security interest,at the Contractor's expense.

- (b) The Contractor and the Company must not, without the consent of the other, disclose any information of the kind referred to in section 275(1) of the PPSA, except where otherwise permitted by a Purchase Order or Agreement (or a Document or transaction in connection with these Purchase Order Terms) or required by law including where required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

13. CONTRACTOR SPECIFICATIONS AND WARRANTIES

- (a) The Contractor warrants that:
 - (i) the Goods and/or Services are of merchantable quality and new (unless otherwise specified and expressly accepted by the Company) and that the Goods and/or Services comply with all applicable Laws;
 - (ii) the Goods and/or Services comply with the Specifications, samples, Scope of Work and details as set out in the Purchase Order;

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- (iii) the Goods and/or Services are free from Defects in materials, workmanship and design;
 - (iv) the Goods and/or Services are fit for the Company purpose or if the Company purpose is not known, for the purpose for which the Goods and/or Services are commonly used for;
 - (v) it has the right to sell the Goods to the Company under the Purchase Order and, upon payment to the Contractor by the Company of the Price the Company will have good marketable title to the Goods, free and clear of all liens, encumbrances, reservations of title including Security Interests; and
 - (vi) the Services are performed with due care and skill.
- (b) The Company will have full benefit of any manufacturer's warranties that may be applicable to the Goods or any part of the Goods.
- (c) The Contractor acknowledges that the Company has entered into the Purchase Order in reliance upon the warranties contained in this clause.
- (d) The Purchase Order does not exclude or in any way limit other warranties provided in the Purchase Order or by law. All usual and trade warranties shall be obtained for the Goods as well as any warranties which the Company may specifically request and which are specified in the Purchase Order.

14. DEFECTS

14.1 Defects Liability Period

Without prejudice to any other remedy or right the Company may have under this Purchase Order or otherwise, if the Company considers there to be a Defect, at any time up to the last day of the Defects Liability Period, the Company may issue a Notice to the Contractor and the Contractor must, at the direction of the Company and in accordance with the timeframes set out in the Notice (or, if there is no time stipulated, within ten (10) Business Days):

- (a) in the case of warranties relating to Goods:
 - (i) replace the Goods or supply equivalent Goods;
 - (ii) repair the Goods;
 - (iii) repay to the Company any payments received for the Goods in question plus related freight, handling and administration expenses; or
 - (iv) pay to the Company the cost of having the Goods repaired by, replaced by or acquired from a third party; and
- (b) in the case of warranties relating to Services:
 - (i) supply the Services again; or
 - (ii) pay to the Company the cost of having the Services supplied again by a third party.

14.2 Debt Due

If:

- (a) a direction is given under clause 14.1; and
- (b) the Contractor fails to comply with the direction (or a part of the direction),

any amount reasonably determined by the Company as representing the cost to the Company of the Contractor's failure to comply with the direction (or the relevant part of the direction) will be a debt due and immediately payable by the Contractor to the Company.

14.3 Repair or Replacement

The Contractor will bear any costs incurred pursuant to clauses 14.1(a)(i) and 14.1(a)(ii), including the removal and transportation costs of the Goods from and return to the Site, and all cost associated with reinstating the Goods.

14.4 Preservation of Rights

Neither the Company's rights, nor the Contractor's liabilities, whether under the Purchase Order or otherwise according to Law in respect of Defects, whether before or after the expiration of a Defects Liability Period, will be affected or limited by:

- (a) the rights conferred upon the Company or the Company Representative by clauses 14.1, 14.2 and 14.3 or any other provision of the Purchase Order;
- (b) the failure by the Company or the Company Representative to exercise any such rights; or
- (c) any direction by the Company under clause 14.1.

14.5 Survival

Clauses 13 to 14.4 and any warranties contained therein, or provided in accordance with those clauses shall survive any termination, Completion or expiration of the Purchase Order.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Ownership of Rights

- (a) The Company will retain sole ownership of all Intellectual Property Rights in all Documents, Materials, drawings and Inventions which are generated, created or acquired (excluding use under licence from a third party) by the Contractor or Contractor Personnel in connection with the performance of the Work under the Purchase Order (**Relevant Intellectual Property Rights**) for its own use and benefit in any manner it sees fit without any further fee payable to or consent required from the Contractor.
- (b) Each Party will continue to retain sole ownership of all Intellectual Property Rights owned by that Party prior to the date of the Purchase Order or acquired or developed by that Party independently of the performance of the Purchase Order but used in the performance of the Purchase Order (**Background Intellectual Property**).
- (c) The Contractor grants the Company an irrevocable, perpetual, non-exclusive and royalty-free licence to use its Background Intellectual Property to the extent reasonably necessary to enable the Company to exploit the Relevant Intellectual Property Rights.

15.2 No Breach

- (a) The Contractor warrants that the supply of the Goods and performance of the Services, and any use of the Goods and Services by the Company or any other person for any purpose, will not infringe any Intellectual Property Rights including those belonging to any third party.
- (b) The Contractor undertakes at its expense to defend, protect and hold harmless the Company and the users of the Company products from and against any Claim for infringement of any Intellectual Property Rights (including third party rights) arising by reason of the supply and/or use of the Goods and/or the performance of the Services.

16. MAINTAIN CONFIDENTIALITY

16.1 Contractor Must Maintain Confidentiality

The Contractor undertakes and agrees:

- (a) to keep in strict confidence all Confidential Information and not to disclose or permit or cause the Confidential Information to be disclosed to any person other than to its Contractor Personnel who require the Confidential Information for the purposes of performing the Contractor's obligations under the Purchase Order;
- (b) not to copy, duplicate, reproduce, disseminate or derive information from the Confidential Information other than for the purposes of performing the Contractor's obligations in the Purchase Order;
- (c) to ensure that the Contractor Personnel undertake and agree to be bound by, and comply with, the obligations set out in this clause;

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- (d) that all public announcements and/ or other press releases in relation to the Purchase Order must be in terms agreed by both Parties prior to the release;
- (e) to return or destroy within seven (7) days of a written Notice by the Company Representative all Confidential Information in the Contractor's possession, custody or control; and
- (f) that any breach of the conditions and obligations set out in this clause 16 shall be deemed as a breach of the Purchase Order.

16.2 Company Must Maintain Confidentiality

Where requested by the Contractor, the Company agrees to keep the Contractor's Price and price lists disclosed to the Company ("**Contractor's Confidential Information**") as private and confidential and may not be disclosed to any other person other than:

- (a) to the extent there is a valid legal compulsion to disclose the Contractor's Confidential Information required by a court of law, stock exchange, government department or regulatory authority having jurisdiction over the Company or pursuant to any necessarily applicable legislation or regulation;
- (b) to the Company Representatives whose duties and functions require knowledge of or access to the Contractor's Confidential Information; and
- (c) to any other person to whom the Contractor has agreed in writing that the Contractor's Confidential Information may be disclosed,

17. VARIATIONS

17.1 Change Order

- (a) During the Term, the Company may, by agreement with the Contractor, issue the Contractor a Change Order directing the Contractor to vary any aspect of the Work under a Purchase Order.
- (b) The Contractor agrees that no Variation or subsequent Change Order will invalidate the Purchase Order.

17.2 Omission of Work

If a proposed Variation requires the omission of Work, then:

- (a) where a lump sum (or part of it) applies to that Work there must be a proportionate reduction in the amount payable in respect of that Work;
- (b) the Company shall compensate the Contractor for any Goods already prepared, and Services already performed but not required, according to calculations based on the Price, or otherwise based on the lowest reasonable cost consistent with sound industry practices; and
- (c) compensation for the omission of Work detailed in clause 17.2(b) shall be the Contractor's sole entitlement in respect of any omission of Work, and the Contractor is not entitled to any payment in respect of loss of profit or overheads for the omitted Work.

17.3 Sole Entitlement

The Contractor's sole entitlement to make a Claim for delay or disruption arising out of or in accordance with a Change Notice will be under clause 17.2.

18. DISPUTE RESOLUTION

18.1 Negotiation

- (a) A Party may, by serving Notice in writing upon the other Party, refer a dispute to the Company Representative and the Contractor for resolution.

- (b) If the Company Representative and the Contractor's representative are unable to resolve a dispute within ten (10) Business Days of its referral to them, either Party may refer the dispute to a General Manager of the Company and the Contractor's CEO (or their respective nominees) for resolution.

18.2 Dispute Resolution not to Delay Performance

Notwithstanding the existence of any dispute between the Parties, both Parties must proceed without delay and continue to perform their other obligations under the Purchase Order.

19. INSURANCE

19.1 Insurance Policies

The Contractor must at its own expenses procure and maintain throughout the Term (and any additional period stated) the following policies:

- (a) Workers' Compensation (including occupational disease where required by Law) and employer's indemnity insurance, of not less than \$50 million, which complies with the relevant Laws in the State or Territory where the Work is being performed covering all Claims and liabilities under any statute and at common Law (where applicable) for the death of or injury to:
 - (i) any person employed by the Contractor or any of its Subcontractors in connection with the Purchase Order;
 - (ii) any person who is a worker of the Contractor or any of its Subcontractors in connection with the Purchase Order and who may be deemed under statute to be a worker of the Company; and
 - (iii) any director of a private company who performs any Work under the Purchase Order.
- (b) Public and Product Liability Insurance with a sum insured, respectively, of not less than \$10 million, for each occurrence, and in the aggregate in respect of product liability only, for all Claims arising in the same insurance period.
- (c) Motor Vehicle Insurance, covering all mechanically propelled vehicles that are registered or capable of being registered, for road use and are at any time used in connection with the Purchase Order, including:
 - (i) insurance that is compulsory under applicable Laws governing the use of motor vehicles and liability for personal injury or death; and
 - (ii) liability insurance for third property damage with a sum insured of not less than ten \$10 million, per occurrence extending to include bodily injury gap cover in respect of registered motor vehicles.
- (d) Transit Insurance of not less than the replacement value of the Goods plus 10%, covering all normally insurable risks of physical loss or damage to the Goods occurring whilst in transit or in storage (in the course of transit) up to the Delivery Point.
- (e) Professional Indemnity Insurance of not less than \$2 million for each occurrence, and in the aggregate for all Claims arising in the same insurance period, covering any professional Services provided by the Contractor under the Purchase Order, such policy to continue post the expiration and termination of the Purchase Order for a period of not less than six (6) years.

19.2 Subcontractors

The Contractor must ensure that every Subcontractor engaged by the Contractor complies with this clause 19 as if it were the Contractor.

19.3 Evidence of Currency

The Contractor must, prior to commencing the Work under the Purchase Order and otherwise when requested by the Company to do so, promptly satisfy the Company that the

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insurances referred to in clause 19.1 are current and will not be materially changed or cancelled without at least thirty (30) days prior written Notice to the Company.

19.4 Survival of Insurance

Clauses 19.1(e) and 19.3 shall survive the termination, Completion or expiration of the Purchase Order.

20. PAYMENT

20.1 Company Payment Obligations

- (a) The Company must pay the Contractor the Price (less any amounts that have been disputed by the Company in accordance with clause 18) in accordance with the Purchase Order.
- (b) The Company is not liable to pay amounts in respect of any Work which has not been provided in accordance with the Purchase Order.
- (c) Where a Tax Invoice is found to have been incorrectly rendered after payment by the Company, the underpayment or overpayment will be recovered by or from the Contractor.
- (d) Where the Company, acting reasonably, queries or disputes an amount included in a Tax Invoice, the Company does not have to pay the relevant portion of the Tax Invoice until the query or dispute is resolved.

20.2 Standard Payment Terms

Unless otherwise agreed in writing by the Company Representative, the standard payment terms are thirty (30) days from the date of the valid Tax Invoice and/ or Adjustment Note.

20.3 Electronic Funds Transfer

- (a) The Company will make payment to the Contractor by electronic funds transfer into the Contractor's nominated bank account.
- (b) It is the Contractor's responsibility to notify the Company in writing of any changes made to the Contractor's bank account details. Any costs incurred as a result of incorrect bank transactions will be passed onto and deducted from any monies owing to the Contractor.

20.4 Credit Card Payment

- (a) The Company may make payment to the Contractor by credit card payment into the Contractor's nominated bank account at no additional cost to the Company.
- (b) It is the Contractor's responsibility to notify the Company of any changes made to the Contractor's bank account details. Any costs incurred as a result of incorrect bank transactions will be passed onto and deducted from any monies owing to the Contractor.

20.5 Company Purchase Orders

- (a) The Contractor must not perform any Work until the Company has issued to the Contractor a Purchase Order for the Work.
- (b) Any Tax Invoices submitted without a valid Purchase Order quoted will be returned unpaid. The Contractor must ensure they comply with clause 20.6.

20.6 Format of Tax Invoices and Adjustment Notes

All Tax Invoices and Adjustment Notes must be in the format approved by the Company and as a minimum:

- (a) be addressed to the applicable the Company entity as detailed on the Purchase Order;
- (b) set out the amount of the Price and any other amounts that are payable in accordance with the Purchase Order;
- (c) detail the applicable GST component;
- (d) detail the relevant period applicable to the Tax Invoice and/ or Adjustment Note;

- (e) describe in detail the part of Work performed during the relevant period for the Tax Invoice and/ or Adjustment Note;
- (f) identify the Purchase Order number;
- (g) provide the Contractor's ABN. Where an ABN is not provided, a withholding tax required by Law shall be deducted from the Contractor's payment;
- (h) provide an individual Tax Invoice and/ or Adjustment Note reference number; and
- (i) include any other information directed by the Company Representative.

20.7 Address for Invoicing

Where, subject to clause 3.1, the Contractor is not using the Company's e-commerce platform, the Contractor must forward all Tax Invoices and/ or Adjustment Notes to the Company by the following methods:

- (a) Email: CBHAPinvoices@cbh.com.au
(file format: MS Word, MS Excel or Adobe Acrobat (PDF)); or
- (b) Mail: Accounts Payable Department
GPO Box L886
PERTH WA 6842

or such other email or postal address as notified to the Contractor by the Company Representative from time to time.

Unless otherwise agreed in writing Tax Invoices must be submitted within 5 days after Completion.

20.8 Set Off

Subject to these terms, and provided that the Company will give the Contractor prior written notice of its intention to effect any set off together with sufficient details to allow the Contractor to identify the amounts to be set off, the Company may set off or deduct from any payments due to the Contractor:

- (a) any debt or other monies due from the Contractor to the Company whether under the Purchase Order or any other Agreement; and
- (b) any money or any claim to money which the Company may have against the Contractor, whether for damages (including liquidated damages and the Company estimate of its entitlement to damages for breach of contract or Purchase Order) or otherwise.

20.9 GST

- (a) Provided that the Contractor is registered for GST and subject to clause 20.10(b), where any supply occurs under or in connection with the Purchase Order or the Work in consideration for which is not expressed to be GST inclusive, the Contractor making the supply will be entitled to increase the amount payable for the supply by the amount of any applicable GST.
- (b) If, under the Purchase Order, the amount of a payment to, or reimbursement of, the Contractor by the Company is calculated by reference to the Contractor's costs, and the Contractor (or the representative member of any GST group of which the Contractor is a member) is entitled to Claim an input tax credit in respect of some or all of those costs, the amount is to be calculated by reference to the costs reduced by the amount of that entitlement. If the recovery from the Company is consideration for a taxable supply (as defined in the GST Legislation), the Company will pay in addition to that consideration, any GST arising in respect of that consideration.
- (c) As a condition precedent to any amount on account of GST being due from the recipient to the Contractor in respect of a taxable supply, the Contractor must provide a Tax Invoice to the recipient in respect of that supply.

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- (d) If the amount paid by the recipient to the Contractor in respect of GST (whether because of an adjustment event or otherwise):
 - (i) is more than the GST on the taxable supply, then the Contractor shall refund the excess to the recipient; or
 - (ii) is less than the GST on the taxable supply, then the recipient shall pay the deficiency to the Contractor.
- (e) For the purposes of this clause, 'GST group', 'input tax credits', 'recipient', 'representative member', 'Supplier', 'supply' and 'taxable supply' have the meanings given to them in the GST Legislation.

20.10 Taxes

- (a) The Contractor is and remains liable for payment of any Taxes. If any Tax is imposed, the Contractor must, subject to clause 20.10(c), pay the full amount to the relevant Authority and indemnifies the Company against any failure to do so. If any exemptions, reductions, allowances, rebates or other privileges in relation to Taxes may be available to the Contractor or the Company, the Contractor shall adjust any payments due to reflect any such savings or refunds (including interest awarded) to the maximum allowable extent.
- (b) It is agreed that the Price is based on the Taxes prevailing at the date of the Purchase Order, excluding Taxes imposed on the income of the Contractor. If any rate of Tax is increased or decreased or a new Tax is introduced, or an existing Tax is abolished or any change in the interpretation or application of any Tax occurs in the course of performance of the Purchase Order, an adjustment will be made to the Price to reflect any such change regardless of whether this results in the Price increasing or decreasing.
- (c) The Company may deduct from the whole or part of payments due to the Contractor any Taxes which the Company is required to withhold or deduct by any Taxing Authority and will pay those amounts to the relevant Taxing Authority.

20.11 Recipient Created Tax Invoices

- (a) If the Company and the Contractor agree that the recipient of the Goods and Services is responsible for the issuance of a Tax Invoice as a Claim for payment, the Company and the Contractor shall enter into a separate Recipient Created Tax Invoice Agreement (RCTI Agreement).
- (b) The RCTI Agreement does not supersede any of the Purchase Order Terms.
- (c) For the avoidance of doubt should the Company and the Contractor exercise clause 20.11(a) then clause 20.6 does not apply.
- (d) If the RCTI Agreement is terminated, the Company and the Contractor shall revert to clause 20.6 in relation to payment of a Tax Invoice.
- (e) For the avoidance of doubt, the termination of the RCTI Agreement by either Party does not invoke clause 21 of these Purchase Order Terms.

21. TERMINATION

21.1 Termination for Convenience

- (a) Without limiting any other provision of the Purchase Order, at any time for any reason during the Term, the Company may terminate or cancel the Purchase Order on fourteen (14) days' written notice to the other Party.
- (b) In the event of termination of the Purchase Order by the Company under clause 21.1, the Company must purchase from the Contractor any Exclusive Stock either in store, in transit or currently in production but limited to the mutually agreed volumes ordered by the Company at the time of termination.

- (c) In the event of termination of the Purchase Order by the Company under clause 21.1, and solely to the extent not included in the payments under clause 21(b), the Company will reimburse the Contractor for the direct costs actually, unavoidably and reasonably incurred by the Contractor in anticipating of performing the Work pursuant to the Purchase Order, prior to the date of termination, provided that such costs are substantiated by the Contractor and which cannot otherwise be reasonably recouped or offset by the Contractor.

21.2 Termination for breach

Without limiting any rights under clause 6.4(g), either Party (the "Non-defaulting Party") may, at its option and without prejudice to any of its other rights, terminate all or part of the Purchase Order with immediate effect by giving written notice to the other Party if the other Party defaults or breaches any of its obligations under the Purchase Order and either:

- (a) the default or breach is not capable of remedy; or
- (b) following Notice from the Non-Defaulting Party, the other Party fails to rectify the default or breach within seven (7) days after receiving that Notice.

22. PREVENTION OF MODERN SLAVERY

22.1 Compliance

- (a) In performing its obligations under a Purchase Order, the Contractor must comply with any requirements of the *Modern Slavery Act 2018 (Cth)*, the *Modern Slavery Act 2018 (NSW)* and Division 270 and 271 of the *Criminal Code Act 1995 (Cth)* as they apply to the Contractor.
- (b) In this Purchase Order, **Modern Slavery** has the meaning given in section 4 of the *Modern Slavery Act 2018 (Cth)*.
- (c) If the Contractor does not remedy or provide a plan to remedy, to the Company's reasonable satisfaction, any identified instances of Modern Slavery within the timeframe requested by the Company acting reasonably, the Company reserves the right to terminate this Agreement in accordance with clause 21.
- (d) If the Company terminates the Agreement under this clause the respective rights and liabilities of the parties will be the same as they would be at common law if the Contractor had wrongfully repudiated the Agreement and the Company elected to treat the Agreement as at an end and recover damages.

22.2 Warranties and representations

- (a) The Contractor represents and warrants that:
 - (i) it is not aware of any incidents of Modern Slavery in its supply chain that it has not disclosed to the Company;
 - (ii) any responses it has provided to the Company in relation to Modern Slavery are true and correct;
 - (iii) it has in place all reasonable systems and procedures to address the risk of Modern Slavery existing in its supply chain, including training staff and maintaining the necessary records to demonstrate their efforts to comply with this clause;
 - (iv) it will inform the Company as soon as possible of any confirmed instances of Modern Slavery in its supply chain;
 - (v) it conducts its business in a manner that is consistent with the Company's Modern Slavery Policy as it exists from time to time;

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- (vi) it will provide evidence to the Company upon request demonstrating the Contractor's compliance with this clause 22;
 - (vii) it will include a clause of similar effect in any contract it enters into in with suppliers to it; and
 - (viii) the Company and its third party representatives, are permitted on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 22, to have access to and take copies of the Contractor's records and any other information and to meet with the Contractor's personnel to audit the Contractor's compliance with its obligations under this clause 22.
- (k) Pursuant to clause 23(j) Parties must negotiate in good faith to replace the invalid provision by a provision which is in accordance with the applicable Law and which must be as close as possible to the Parties' original intent and appropriate amendments (if any) will be made to the Purchase Order.
 - (l) The Purchase Order shall be governed by and construed in accordance with the Laws of the State of Western Australia and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Western Australia.
 - (m) The Contractor must not, without the Company's prior written consent, assign, create a trust over or otherwise dispose of any of the Contractor's rights under a Purchase Order. The Company must not assign or otherwise dispose of any of the Company's rights under a Purchase Order without the Contractor's prior written consent unless the assignment is to any of the Company's Related Bodies Corporate.

23. GENERAL PROVISIONS

- (a) The Purchase Order can only be amended by agreement between the Parties and a power or right of a Party may only be waived in writing by Notice by that Party to the other Party.
- (b) The non-exercise of, or a delay in exercising, any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right by a Party.
- (c) Subject to clause 3.1, either Party may issue a Notice to the other Party in writing by post, email or courier to the respective Party's registered address or email address (as applicable).
- (d) The Purchase Order comprises the whole agreement between the Parties and supersedes all prior agreements, undertakings, communications, negotiations or representations (if any) between the Parties in respect of the Work. No waiver of or Variation to the Purchase Order will be binding on the Parties unless a Change Order is issued to the Contractor in accordance with clause 17.1(a).
- (e) The relationship between the Company and the Contractor is a relationship of principal and independent contractor and nothing will be construed so as to create a relationship of employment, agency or partnership between the Company and the Contractor or Contractor Personnel.
- (f) The Contractor does not have any authority to contract with third parties on behalf of the Company or to otherwise bind the Company without the Company's written consent.
- (g) Each Party warrants that it will comply with all applicable Privacy Laws in relation to the collection, use or disclosure of Personal Information and neither Party will disclose any Personal Information without the other Parties written permission.
- (h) The Contractor (and Contractor Personnel) warrants that as at the date of the Purchase Order it has not entered into any agreement or arrangement that would interfere or conflict with the performance of the Work or the Contractor's ability to meet its obligations as set out in the Purchase Order.
- (i) The Contractor (and Contractor Personnel) warrants that it does not have any conflict of interest preventing it from properly and confidentially performing the Work in accordance with the Purchase Order. Should a conflict of interest or a potential conflict of interest exist or arise, the Contractor must immediately inform the Company Representative.
- (j) Any provision of the Purchase Order which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of the Purchase Order nor does it affect the validity or enforceability of that provision in any other jurisdiction.

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Schedule

Company Standards and Procedures

The Company Standards and Procedures include, but are not limited to, the following:

| Policy/ Procedure Number or link | Description |
|--|--|
| https://www.cbh.com.au/about-cbh/corporate-governance | <u>CBH Corporate Governance</u> Code of Conduct ('The Way We Work') Whistleblower Policy CBH Modern Slavery Policy |
| https://www.cbh.com.au/privacy-policy.aspx | CBH Group Privacy Policy (including our Privacy Policy and procedures relating to the collection of Personal Information) |
| https://www.cbh.com.au/suppliers-and-contractors/contractor-safety | CBH Contractor WHS Contractor Business Registration Guide Contractor SitePass Employee Registration and Management Guide Contractor Management Minimum Requirements Standard Critical Risk Control Standard Alcohol and Drug Procedure Environmental Management Standard Life Saving Rules Health, Safety and Environmental Policy Road Haulage Code of Practice Incident Management Procedure |
| The Contractor agrees and acknowledges that it has (as applicable): <ol style="list-style-type: none"> 1. downloaded and read the Standards and Procedures from the Company's website as specified above; or 2. requested and received from the Company Representative and read hard copies of the Standards and Procedures. | |