

## General Terms and Conditions

### 1. ACCEPTANCE OF ORDER

This purchase order is an offer from ORIXON PTY LTD to be accepted by you the supplier. No changes to these terms and conditions are accepted by ORIXON unless agreed in writing. If you proceed with the supply without obtaining ORIXON PTY LTD's written agreement to any proposed change or variation to these terms then ORIXON shall not be bound to accept delivery nor reimburse you for costs incurred, and in any event is not bound by the proposed change or variation.

### 2. PRICE

The Price stated on this order is fixed and subject to adjustment only in accordance with any formula for variation set forth on this order.

### 3. PACKING & DELIVERY

All goods supplied under this contract must be packed, marked and labelled to ensure safe delivery. All packing costs are at your sole expense. The delivery of all goods and the performance of all services must be made at the time, place and in the manner stated in the purchase order.

### 4. SUPPLY

You must provide the goods and/or services set out in the purchase order, in accordance with the delivery instructions or schedule stated on the purchase order, free of defects and to a high standard with all due skill, care and diligence. You must do all things necessary (including supply all goods necessary) to deliver the goods or provide the services in accordance with all statutory or other legal requirements. ORIXON PTY LTD shall be entitled to return any goods to you, or remedy any of the goods or services, at your expense and cost, if any goods or services do not comply with or are not performed in accordance with, our specification, or these terms and conditions. Acceptance by ORIXON PTY LTD of delivery of the goods or services does not relieve you of your obligations under this clause and ORIXON PTY LTD do not waive its rights.

### 5. MANDATORY VACCINATIONS

By agreeing to provide the goods or services the contractor or supplier declares that their employees and contractors who will attend the building and construction site are vaccinated or an exemption applies. Failure to comply may result in immediate cancellation of this Purchase Order.

### 6. RISK, TITLE AND PROPERTY

Title to and property in the goods immediately passes to ORIXON PTY LTD upon payment or delivery, whichever occurs first. Risk in the goods remains with you until delivery to us in accordance with these terms and conditions.

### 7. PPSA and ALLPAP

The goods supplied must at the time of delivery be free of any encumbrance including (but not limited to) any registered security interest under the *Person Property Securities Act 2009* (PPSA). Prior to or at the time for payment (and as a condition precedent to payment) you must provide a statement from any financier or party who holds a security interest over the goods confirming that upon payment their security interest is discharged. You must do all things necessary to assist ORIXON PTY LTD in having any registered security interest under the PPSA and ALLPAP discharged and removed from the register. You agree to indemnify ORIXON PTY LTD for any costs incurred in having any security interest connected with the goods removed from the register or challenged at Court.

### 8. TERMS OF PAYMENT

Subject to clause 6 and unless otherwise stated on the purchase order, payment shall be made by ORIXON PTY LTD to you 30 days after the end of the month during which delivery is made and an invoice issued. You shall issue your invoice to ORIXON PTY LTD within seven days of delivery. All invoices must contain our purchase order number.

### 9. INTELLECTUAL PROPERTY

ORIXON PTY LTD grants you a non-transferrable, licence to use any copyright in plans or specifications that it provides to you for the sole purpose of supplying the goods or executing the services. You must not use any of ORIXON PTY LTD's (or their contractor's, agent's or servant's) intellectual property obtained during the course of supplying the goods or performing the services except in accordance with this clause.

### 10. WARRANTY

#### You warrant that the goods and services will be:

- (i) fit for their intended purpose;
- (ii) carried out in accordance with good industry practices;
- (iii) free of Defects; and
- (iv) carried out in strict compliance with the requirements of the Contract.

The delivery of a warranty from any third party shall be in addition to the warranties given by you under the Contract, and shall not relieve you from responsibility for its warranties under the Contract.

If any defect in the goods or services arises within 12 months from the date when the goods are delivered or the services are completed you must (Defects Liability Period), at your own expense, do all things necessary to remedy the defect and must reimburse us for any costs incurred in connection with the defect, including the cost of us remedying the defect if you fail to do so within a reasonable period following notice of the defect to us.

All remedial work will be subject to the provisions of the Contract. All remedial work will have its own separate Defects Liability Period of 12 months commencing from completion of the remedial work.

If an amount is specified in the purchase order for retention, then we may withhold that amount (apportioned to each payment claim) from the total amount stated in the purchase order until the end of the Defects Liability Period and may have recourse to that retention in order to fulfill any obligations under this clause.

### 11. INDEMNITY

You must indemnify ORIXON PTY LTD for all loss, expense or damage arising out of or in connection with the supply of goods or performance of services.

### 12. INSURANCE

You must obtain and maintain adequate professional indemnity, public liability or product liability insurance to cover the goods or performance of services (whether at your site, in transit or on the ORIXON PTY LTD site) until delivery is taken or the services are completed. You must provide evidence of your insurance to the satisfaction of ORIXON PTY LTD prior to issue of a Purchase Order.

### 13. TERMINATION OR REDUCTION OF ORDER

ORIXON PTY LTD may cancel all or part of the goods ordered or services to be supplied if you fail to deliver the goods and/or provide the services in accordance with the delivery instructions or schedule stated on the purchase order.

### 14. INDEPENDENT CONTRACTOR

You are an independent contractor and must exercise independent control, management and supervision in the performance of the services or supply of the goods. You are not ORIXON PTY LTD's agent in any way. Your personnel will not under any circumstances be considered employees of ORIXON PTY LTD for any purpose.

### 15. ASSIGNMENT

You shall not, without the prior written permission of ORIXON PTY LTD assign this order to a third party.

### 16. SUBCONTRACT

You must not, without the prior written permission of ORIXON PTY LTD subcontract any part of this order to a third party.

### 17. SET OFF

ORIXON PTY LTD may set off any payment owed to you against any payment (contingent or otherwise) you may owe to ORIXON PTY LTD whether in connection with this purchase order or otherwise.

### 18. TERMS PREVAIL

To the extent of any inconsistency between these terms and conditions and any other document, these terms and conditions prevail.

### 19. WHOLE OF AGREEMENT

This order and these terms and conditions represents the entire agreement between ORIXON PTY LTD and you and supersedes any other prior or contemporary negotiations, representations, or agreements.

### 20. LAW

This contract is governed by and is to be construed in accordance with the Laws and Courts of Western Australia.