

1. The Contract – Acceptance of Purchase Order

A Contract will be formed between **Piping Solutions** and the Supplier on the terms of these Purchasing Conditions when the Supplier accepts the Order, or provides the Goods or Services set out in the Order. The Contract continues until the Goods are delivered or the Services are performed, or the expiry date specified in the order is reached (if applicable) unless terminated earlier in accordance with this Contract.

2. Supplier to provide Goods and/or Services

Piping Solutions appoints the Supplier to supply the Goods and/or Services. The Supplier accepts the appointment. The Supplier must provide the Goods and/or Services in accordance with this Contract and **Piping Solutions** delivery instructions including within the timeframes specified in the Order (or as otherwise agreed). The Supplier will promptly notify **Piping Solutions** if it believes it will not be able to meet any delivery date or other timeframes specified in the Order. If the Supplier cannot meet the timeframes specified in the Order, then **Piping Solutions** may terminate the Contract at no cost to **Piping Solutions**.

3. Right to cancel Order before delivery for convenience

Piping Solutions reserves its right to cancel / amend this Purchase Order and/or terminate this Contract at any time prior to delivery of the Goods or completion of the Services, by written notice to the Supplier. The Supplier will promptly notify **Piping Solutions** if it will incur expenses as a consequence of the cancellation, including the estimated amount. If **Piping Solutions** proceeds to cancel the Order, **Piping Solutions** will reimburse the Supplier for its reasonable out of pocket expenses incurred as a direct consequence of the cancellation. The Supplier must take all reasonable steps to minimise the expenses associated with cancellation.

4. Requirements of Goods / Services Supplied

(a) The Supplier must ensure that the Goods satisfy the description in the Contract or the Order, are of a high quality, and fit for their usual purpose and any other purpose disclosed by **Piping Solutions** before the Contract is formed. All Supplies are to comply with Specifications / Special Conditions and/or appropriate Australian, British Standards, Government Contract conditions (where applicable).

(b) The Supplier must ensure the highest quality of work, and provide the Services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;

(c) If the Supplier enters the **Piping Solutions** Works / Site to deliver the Goods or provide the Services, the Supplier must comply with **Piping Solutions** policies, codes of conduct, rules, standards and procedures, and workplace health and safety policies, relevant to the Works / Site. **Piping Solutions** will make copies available on request.

(d) The Supplier must comply with all reasonable directions of **Piping Solutions** in relation to the Supplier's performance of the Contract.

(e) The Supplier must comply with all Laws necessary for the Supplier to perform the Contract (and provide evidence of compliance if requested by **Piping Solutions**), and ensure that use of the Goods by **Piping Solutions** as contemplated in the Contract will comply with all Laws.

(f) If the Supplier enters the Works / Site to deliver the Goods or provide the Services, the Supplier must maintain public liability and products insurance for a minimum amount of \$1 million per claim, workers' compensation insurance (if required by law), goods in transit insurances and any other insurance specified in writing by **Piping Solutions**.

(g) The Supplier must not use or disclose or otherwise make available any Confidential Information to any person except to its Personnel on a need to know basis to perform the Contract.

(h) If the Supplier collects or has access to any Personal Information in order to perform the Contract, the Supplier must, when performing this Contract, comply with the Australian Privacy Principles in the Privacy Act.

(i) The Supplier is fully responsible for its Personnel, including for ensuring all Suppliers Personnel comply with the Requirements. The Supplier is not, and Supplier Personnel are not, employees of **Piping Solutions**.

(j) **Inspection** - all supplies are subject to inspection by **Piping Solutions** within a reasonable timeframe after delivery of the Goods / Services and remain the property of the Supplier until they have passed **Piping Solutions** inspection. Any goods which do not pass **Piping Solutions** inspections will be returned at Supplier's expense, and in default of failure to supply immediate replacements **Piping Solutions** reserves the right to cancel the Purchase Order.

5. Conflict of Interest and criminal organisations

(a) Conflict of Interest

The Supplier warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a Conflict of Interest is created, or might appear to be created, in conflict with its obligations under this Contract, except as disclosed in writing to **Piping Solutions**.

(b) Criminal organisation

The Supplier warrants that neither it nor its Personnel:

(i) have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A (3) of the Criminal Code; or

(ii) are subject to an order under, or have been convicted of an offence under the Criminal Organisation Act 2009 (Qld).

(c) Warranties are ongoing

The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Supplier warrants that it will immediately notify **Piping Solutions** if it becomes aware that any warranty made in this clause was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way.

In addition to any other remedies available to it under Law or contract, **Piping Solutions** may, in its absolute discretion, immediately terminate the Contract if it believes the Supplier has breached any warranties in this clause.

6. Invoicing, Price and payment

(a) The Supplier may invoice **Piping Solutions** after delivery of Goods or Services that comply with the Requirements.

(b) The Supplier must include adequate information for **Piping Solutions** to verify that the invoice is accurate, and will provide supporting documentation reasonably requested by **Piping Solutions**. **Piping Solutions** is not required to pay any invoice that does not comply with this clause.

(c) **Piping Solutions** will pay each correctly rendered tax invoice as per the payment terms contained within the purchase order.

(d) **Piping Solutions** may withhold payment of any amount which it disputes in good faith, until the dispute is resolved and it is determined that the amount is payable.

(e) The Price is inclusive of all charges, expenses and overheads, and all taxes and duties, except for GST.

7. GST

(a) Unless expressly stated otherwise, all amounts payable under this Contract are GST exclusive.

(b) Where GST is imposed on a supply under the Contract, **Piping Solutions** shall pay to the supplier an amount equal to the GST (if any) payable on the taxable supply, at the same time that it is required to make the payment for the taxable supply, provided that it receives a valid tax invoice at or before the time of payment. Terms in this clause have the same meanings as in the GST Law.

8. Liability

The maximum liability of a party to the other, whether in contract, tort (including negligence) or otherwise in connection with the Contract, is an amount equal to the total of all Prices (including additional expenses and charges) payable under the Contract, multiplied by 1.25. The cap on liability does not apply to liability in relation to:

- (a) personal injury, including sickness, injury or death; or
- (b) loss of, or damage to, tangible property; or
- (c) Wilful Default, Wilful Misconduct, unlawful act or omission of, or failure to comply with applicable Law by the Supplier or its Personnel; or
- (d) any Claim by a third party relating to this Contract, including breach of a third party's Intellectual Property Rights.

9. Intellectual Property Rights

The Supplier grants (and must procure that relevant third parties grant) **Piping Solutions** an irrevocable, unconditional, perpetual, free of additional charge, non-exclusive, worldwide and transferable (including sub-licensable) licence to exercise all Intellectual Property Rights in the Goods and Services, for any purpose of **Piping Solutions**. The Supplier warrants that it is authorised to grant the rights in this clause.

10. Force Majeure

Piping Solutions reserves the right at any time to require the Supplier to suspend delivery or execution of any work covered by this Purchase Order as **Piping Solutions** in its absolute discretion may consider expedient due to any cause beyond **Piping Solutions** control or unforeseen contingency.

11. Piping Solutions Data

The ownership of **Piping Solutions** Data, including any Intellectual Property Rights in **Piping Solutions** Data, shall vest in **Piping Solutions** on creation. The Supplier has no right, title or interest in **Piping Solutions** Data except as specified in this clause. The Supplier must not use, access, modify or disclose **Piping Solutions** Data to any person except to its Personnel on a need to know basis to perform the Contract. The Supplier must comply with clause 4(h) and all applicable Laws in relation to **Piping Solutions** Data which is Personal Information, and must provide reasonable assistance to **Piping Solutions** on request to enable **Piping Solutions** to comply with Laws, policies and standards applicable to **Piping Solutions** in relation to **Piping Solutions** Data including (without limitation) identifying, labelling, searching, reporting, copying, retrieving and modifying **Piping Solutions** Data in relation to Personal Information, public records, right to information and information standards.

12. Where Requirements not met

If any Requirements for the Goods and/or Services are not met, at the request of **Piping Solutions** the Supplier will promptly:

- (a) resupply the relevant Goods;
- (b) re-perform the relevant Services; or
- (c) refund to **Piping Solutions** any monies paid, and **Piping Solutions** may exercise any other right or remedy that it has under this Contract or otherwise. If the Supplier fails to comply with its obligations under this clause, **Piping Solutions** may have the Goods and/or Services re-supplied or re-performed by others, and the Supplier shall pay to **Piping Solutions** on demand any costs incurred by **Piping Solutions** in doing so.

Acceptance of the Goods and/or Services by **Piping Solutions** Personnel (by signed delivery docket) does not confirm that goods / services have been supplied in accordance with any specifications / drawings issued under the Purchase Order and therefore does not relieve the Supplier of any of its obligations under the Contract.

13. General

The parties agree that:

- (a) (communication) they will direct all enquiries relating to the Contract to the other party's nominated contact person, or to another person if the other party directs;
- (b) (variation) the Contract may only be varied by written agreement of authorised representatives of the parties;
- (c) (entire agreement) this Contract sets out all the parties' rights and obligations relating to the subject matter of the Contract, and it replaces all earlier representations, statements, agreements and understandings except as stated otherwise in this Contract. No other terms apply;
- (d) (relationship) their relationship is of principal and contractor. This Contract does not create any partnership, joint venture or employment relationship. The Supplier must not represent itself or allow anyone else to represent that the Supplier is a partner, joint venturer officer or employee of **Piping Solutions**;
- (e) (manufacturer warranties) the Supplier assigns any manufacturer's warranty to **Piping Solutions**, where possible to do so, and must inform **Piping Solutions** where it is not possible to do so;
- (f) (delivery) the Supplier must deliver the Goods or other relevant Deliverables to the Site in accordance with **Piping Solutions** instructions and at the agreed dates specified. If the Supplier asks, **Piping Solutions** will confirm in writing that the Deliverables have been received;
- (g) **Piping Solutions** reserves the right to reject quantities delivered in excess of those ordered. Unless agreed in advance with **Piping Solutions**, goods / services delivered ahead of agreed scheduled delivery dates will be held by **Piping Solutions** at the sole risk of the Supplier until collected or until scheduled delivery date, and payment will not become due to the Supplier until the date when payment would have been due if goods / services were delivered in accordance with agreed scheduled date of delivery.
- (h) (packaging) the Supplier must adequately pack and protect Goods to withstand transit and storage, and provide a packing note with the Goods;
- (i) (rejected Goods) if **Piping Solutions** rejects Goods, and the Supplier does not repossess the rejected Goods within 30 days of notice of rejection, **Piping Solutions** may sell or dispose of the Goods, at **Piping Solutions** cost;
- (j) (risk) will transfer to **Piping Solutions** when the Goods are delivered to the delivery address specified in writing by **Piping Solutions**, in accordance with the delivery instructions.
- (k) (title) in the Goods and Deliverables will transfer on the earlier of the delivery or payment of the applicable Price;
- (l) (no encumbrance) the Supplier warrants that the Goods are not (and when title passes, will not be) subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract.