

Vaughan Infrastructure - GENERAL CONDITIONS OF PURCHASE ORDER

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

Associated Person means a person or entity that performs services for another, including as an employee, agent, contractor, representative or subsidiary of that other person or entity.

Anti-Bribery and Anti-Corruption Legislation means all laws in connection with the prohibition of bribery and corruption applicable to the performance of this Order (including by virtue of the place of domicile or operations of the parties and their related bodies corporate), and includes the Criminal Code Act 1995 (Cth), the Crimes Act 1914 (Cth), the Public Governance, Performance and Accountability Act 2013 (Cth), the Corporations Act 2001 (Cth).

Claim means any action, suit, claim, demand, cause of action, proceeding, notice, defence or set-off for any present or future Liability whether based in contract, equity, tort (including negligence), statute, for unjust enrichment or otherwise.

Collateral has the meaning given in the PPSA.

Contract Sum means the contract sum identified in the Purchase Order (excluding GST) subject to any adjustments made pursuant to these General Conditions.

COR Laws means Law relating to fatigue management, speed and mass, dimension and load restraint compliance requirements generally referred to as 'Chain of Responsibility' laws or 'Heavy Vehicle' laws.

Delivery Date means the delivery date identified on the Purchase Order or in a schedule attached to the order as varied in writing by Vaughan Infrastructure.

Delivery Point means the delivery point(s) identified in the Purchase Order.

Facilitation Payment means a minor, often unofficial payment made to secure or expedite a routine government action by a government official or employee (but excludes a payment specifically authorised by the written domestic law of the country in which it is made).

Goods/ Services means the goods or services identified in the Purchase Order and any other items required to be provided in accordance with this Order.

Governing Law means the law of the State or Territory in which the Project is located.

Head Contract means the contract between Vaughan Infrastructure and the Client for the Project.

Industrial Instrument means an award or agreement, however designated, that:

- (i) is made under or recognised by an industrial law (within the meaning of the Fair Work Act 2009 (Cth)); and
- (ii) relates to the relationship between an employer and the employer's employees.

Insolvent means the Supplier:

- (i) stops or suspends payments of its debts generally or if Vaughan Infrastructure on reasonable grounds suspects that the Supplier is unable to pay its debts as they fall due;
- (ii) ceases or threatens to cease carrying on its business;
- (iii) commits an act of bankruptcy, becomes the subject of a bankruptcy petition or is declared bankrupt;
- (iv) calls a meeting of creditors or the Supplier proposes to enter into a composition or scheme of arrangement for the benefit of its creditors (except for the purposes of reconstruction to which the other party has consented);
- (v) has a mortgagee seek to exercise a right of possession, management or control over the whole or part of the Supplier's property;
- (vi) has execution or other processes levied against it by creditors;
- (vii) fails to comply with a statutory demand (within the meaning of Section 459F(1) of the Corporations Act 2001 (Cth));
- (viii) has a winding up order made against it or (except for the purposes of reconstruction to

- (ix) which Vaughan Infrastructure has consented) passes or attempts to pass a resolution for winding up or has winding up proceedings commenced against it; is a party to the appointment of or has a Controller (as defined in the Corporations Act 2011 (Cth)) or similar appointee appointed to the whole or a part of its property or undertaking; or
- (x) is the subject of anything analogous or with a substantially similar effect to any of the events specified in clauses (i) to (ix) above.

Law means all laws, legislation, ordinances, regulations, bylaws, orders, rules and other subordinate legislation, approvals, codes and relevant Australian, international and industry standards.

Liability means any liability, Claims, costs, losses and expenses (including without limitation legal fees on a solicitor and own client basis) or damages of any nature suffered or incurred by Vaughan Infrastructure directly or indirectly.

Vaughan Infrastructure means the Vaughan Infrastructure Pty Ltd (ABN 50 152 638 447) entity shown in the Purchase Order and attached to these General Conditions.

Purchase Order means the Purchase Order form that refers to these General Conditions.

Nominated Product means:

- (i) cement compound board
- (ii) corrugated sheets
- (iii) bitumen products used for damp-proofing
- (iv) heat resistant sealing and caulking compounds
- (v) heating equipment
- (vi) lagging
- (vii) switchgear with washers
- (viii) electrical panel partitioning
- (ix) electrical cloths and tape
- (x) pre-assembled switch rooms
- (xi) flash vessels
- (xii) effluent treatment equipment
- (xiii) various gaskets
- (xiv) joining material in flues
- (xv) washers and friction materials

(xvi) any form of imported material

Order means:

- (i) the Purchase Order;
- (ii) any documents referred to in the Purchase Order (or attached to these General Conditions but excluding any standard terms and conditions of the Supplier); and
- (iii) these General Conditions.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not, which is received, collected and/or handled in connection with this Agreement.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPS Register means the Personal Property Securities Register established under the PPSA.

Privacy Act means the Privacy Act 1988 (Cth).

Privacy Laws means the Privacy Act 1988 (Cth) and all other applicable legislation relating to the handling of Personal Information.

Prohibited Act means, in connection with this Order, any act which would breach any applicable Anti-Bribery and Anti-Corruption Legislation and any other legal prohibitions on money laundering, trade control and sanctions, and the like, and includes offering, giving or agreeing to give to any person, or soliciting, accepting or agreeing to accept from any person (either directly or indirectly) anything of value in order to obtain, influence, induce or reward any improper advantage and Facilitation Payments.

Project means the project identified in the Purchase Order.

Proportionate Liability Legislation means, if the Delivery Point is located in:

- (i) the Australian Capital Territory, then the Civil Law (Wrongs) Act 2002 (ACT) and the Building Act 2004 (ACT);
- (ii) New South Wales, then Part 4 of the Civil Liability Act 2002 (NSW);

- (iii) Northern Territory, then the Proportionate Liability Act 2005 (NT);
- (iv) Queensland, then Part 2 of the Civil Liability Act 2003 (Qld);
- (v) South Australia, then Part 3 of the Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001 (SA);
- (vi) Tasmania, then Part 9A of the Civil Liability Act 2002 (Tas) and the Building Act 2000 (Tas);
- (vii) Victoria, then Part IVAA of the Wrongs Act 1958 (Vic); or
- (viii) Western Australia, then Part 1F of the Civil Liability Act 2002 (WA).

Public Official is any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a government controlled enterprise, or a public international organisation.

Relevant Collateral means Collateral which is the subject of a Security Interest granted under this Order.

Security Interest has the meaning given in the PPSA.

Security of Payments Act means if the Governing Law is based in:

- (i) the Australian Capital Territory, the Building and Construction Industry (Security of Payment) Act 2009 (ACT).
- (ii) New South Wales, the Building and Construction Industry Security of Payment Act 1999 (NSW);
- (iii) Northern Territory, the Construction Contracts (Security of Payment) Act 2004 (NT);
- (iv) Queensland, the Building and Construction Industry Payments Act 2004 (QLD);
- (v) South Australia, the Building and Construction Industry Security of Payment Act 2009 (SA);
- (vi) Tasmania, the Building and Construction Industry Security of Payment Act 2009 (Tas);
- (vii) Victoria, the Building and Construction Industry Security of Payment Act 2003 (Vic); or
- (viii) Western Australia, the Construction Contracts Act 2004 (WA).

State Code means, if the Project is located in:

- (i) New South Wales and the Project is part of building and construction work undertaken by or on behalf of a New South Wales Government department or public sector body (as defined in the Public Sector Employment and Management Act 2002 (NSW)), the NSW Code of Practice for Procurement (NSW Code), the Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (NSW Guidelines) and the provisions in clause 20;
- (ii) Queensland and the Project is part of Queensland Government funded (in whole or in part) building and construction work, the Queensland Code of Practice for the Building and Construction Industry (Queensland Code) and the provisions in clause 21;
- (iii) South Australia, and is managed or partly or fully funded by the South Australian Government, the Code of Practice for the South Australian Construction Industry dated March 2016 (SA Code) and the Implementation Guidelines to the Code of Practice for the South Australian Construction Industry (SA Guidelines) as amended from time to time and the provision in clause 23.

Supplier means the supplier identified in the Purchase Order.

WHS Act means the principal work health and safety Act(s) in the State or Territory where the Delivery Point is situated, and the State or Territory where work under this Order (or any part thereof) is being carried out.

WHS Legislation means the WHS Act and the WHS Regulation and any other health and safety related legislation applicable to work connected with the supply of the Goods.

WHS Regulations means the regulation/s associated with the WHS Act.

1.2 A reference to delivery by a Delivery Date is a reference to Delivery of each part of the Goods specified in the Purchase Order by the corresponding Delivery Date.

1.3 If the Supplier is comprised of 2 or more persons, the obligations under this Order bind them jointly and severally.

2 SUPPLIER'S PERFORMANCE

2.1 The Supplier:

- a) must deliver the Goods by the Delivery Date; and
- b) warrants that the Goods will:
 - i. comply with this Order and all applicable Law;
 - ii. be of a merchantable quality, new and suitable for the purpose required;
 - iii. be free of all defects and will operate and function satisfactorily and reliably under all Project conditions; and
 - iv. be free and clear of all liens and encumbrances and that the Supplier has full unencumbered title in the Goods and will have the right to sell the Goods.
 - v. comply with all safety standards, Project specifications, Project drawings, safety requirements and Head Contract requirements.

2.2 If the Supplier is in breach of any of its obligations set out in clause 2.1, Vaughan Infrastructure may have the Goods repaired, replaced and delivered by others without prejudice to any other rights or remedies that Vaughan Infrastructure may have and the cost incurred will be a debt due and payable by the Supplier to Vaughan Infrastructure.

3 INTELLECTUAL PROPERTY AND MEDIA

3.1 The Supplier warrants to Vaughan Infrastructure that the Goods do not infringe upon any patent, trademark, copyright or any other intellectual property rights (Intellectual Property Rights). The Supplier must indemnify Vaughan Infrastructure against any Liability, arising out of, or in any way in connection with any actual or alleged infringement of any Intellectual Property Rights.

3.2 The Supplier shall not disclose any information concerning the Project for distribution through any communications media without Vaughan Infrastructures prior written approval (which shall not be unreasonably withheld). The Supplier shall refer to Vaughan Infrastructure any enquiries from any media or member of public concerning the Project.

4 INDEMNITIES AND INSURANCE

4.1 The Supplier must indemnify Vaughan Infrastructure against all Liabilities for:

- a) personal injury, illness to or death of any person;
- b) loss or damage to or loss of use of any real or personal property; or
- c) any breach of this Order, arising out of or in connection with any act or omission of the Supplier or its personnel.

4.2 The Supplier must effect and maintain:

- a) insurance for the Goods for the full replacement value for the period that the Supplier has the risk of the Goods as stated in clause 6.5;
- b) public and product liability insurance for an amount of \$10,000,000.00 if no amount is specified in the Purchase Order commencing on the date of the Agreement; and
- c) such other insurances as are required by law.

4.3 The Supplier must provide evidence of such insurances on request.

5 TESTING AND INSPECTIONS

5.1 The Supplier must conduct all inspections and testing as required by this Order or as instructed by Vaughan Infrastructure to satisfy Vaughan Infrastructure the Goods are in accordance with this Order.

5.2 Vaughan Infrastructure and its client may access the Supplier's premises upon reasonable notice to:

- a) inspect and test any Goods during manufacture, processing storage and inspect, witness or expedite any testing of the Goods carried out by the Supplier; and
- b) review any quality documentation and any other records in any way connected with the supply of the Goods. For the purposes of conducting any visits, inspections or tests pursuant to this clause 5, the Supplier shall, and shall procure that its sub-suppliers will, grant to Vaughan Infrastructure and its authorised representatives (including the client) full access to all premises and provide all tools, testing equipment and manpower, and render all necessary assistance to Vaughan Infrastructure.

5.3 On completion of the tests, the Supplier must rectify any defect identified in the Goods so that the Goods comply with this Order. Any inspection or testing (or lack thereof) does not relieve the Supplier of its obligations under this Order.

5.4 Wherever it is practicable to do so the Supplier shall, at Vaughan Infrastructure's request, furnish Vaughan Infrastructure with any necessary supporting evidence or information confirming that the Goods comply with the requirements of this Order.

5.5 Vaughan Infrastructure shall be entitled at any time to inspect and test any Goods after Delivery, including during installation, commissioning or maintenance at the site and may inspect, witness or expedite any tests carried out by the Supplier at the site.

6 DELIVERY

6.1 The Supplier must:

- a) deliver and unload the Goods at the Delivery Point at its cost;
- b) ensure the Goods are:
 - i. properly packed for transportation, loading and unloading having regard to the nature of the Goods and possible weather conditions;
 - ii. clearly labelled as required by Vaughan Infrastructure; and
 - iii. accompanied by a delivery docket which lists the Goods supplied in sufficient detail to enable checking to take place at the time of delivery.

6.2 After the Supplier has delivered and unloaded the Goods at the Delivery Point, Vaughan Infrastructure may inspect the Goods

- a) within 14 days and if it is not satisfied the Goods comply with this Order Vaughan Infrastructure may: advise the Supplier that Vaughan Infrastructure accepts the defective Goods, or any part of those Goods, despite the defects and the Contract Sum will be adjusted; or
- b) notify the Supplier that the Goods are defective and may, at Vaughan Infrastructure's option, direct that the Goods are:
 - i. repaired, or
 - ii. replaced,in accordance with that direction.

6.3 The parties acknowledge and agree that any:

- a) delivery docket executed by Vaughan Infrastructure on delivery of the Goods to the Delivery Point; or
- b) failure to reject defective Goods,

will not be taken as evidence that the Goods comply with this Order and will not limit or exclude the responsibilities and obligations of the Supplier in relation to Goods.

6.4 Any delay in providing access to the Delivery Point whether caused by Vaughan Infrastructure or arising due to some other cause beyond Vaughan Infrastructure's reasonable control, will not be construed as a breach of this Order and will not entitle the Supplier to any Claim.

6.5 The Goods will be at the risk of Vaughan Infrastructure once the Goods have been supplied and unloaded at the Delivery Point.

7 VARIATIONS

7.1 Vaughan Infrastructure may at any time direct the Supplier to change the Goods (which may include omitting part of the Goods so that Vaughan Infrastructure may supply those Goods itself or engage a third party to supply those Goods). No such variation shall vitiate this Order.

7.2 The value of any variation as determined by Vaughan Infrastructure will be added or deducted from the Contract Sum.

7.3 The Supplier will not be entitled to Claim for any change to the Goods or additional Goods unless before that work was performed, it was expressly directed in writing by Vaughan Infrastructure.

8 PAYMENT

8.1 Within 21 days of delivery, the Supplier may submit a tax invoice for the Contract Sum due for the Goods delivered, accompanied by any information requested by Vaughan Infrastructure.

8.2 Subject to the proper performance of the Supplier's obligations Vaughan Infrastructure must pay the undisputed amount invoiced within 30 days of receipt of the tax invoice.

8.3 Payment will be on account only and will not be evidence of satisfactory performance by the Supplier of this Order.

8.4 Title in the Goods will pass from the Supplier to Vaughan Infrastructure on payment.

8.5 Vaughan Infrastructure may deduct from any payment otherwise due to the Supplier:

- a) any debt or other amount due from the Supplier to Vaughan Infrastructure; or
- b) any bona fide claim to payment Vaughan Infrastructure may have against the Supplier

whether for damages or otherwise under this Order or at law.

9 DEFAULT BY SUPPLIER AND TERMINATION

- 9.1 Vaughan Infrastructure may by written notice terminate this Order:
- a) if the Supplier fails to rectify a default under this Order within the time specified by Vaughan Infrastructure in a written notice of default, effective immediately;
 - b) for its sole convenience, effective from the date stated in the notice and supply the undelivered Goods itself or by engaging other suppliers; or
 - c) on Insolvency, effective immediately.
- 9.2 On receiving a notice of termination Supplier must:
- a) immediately stop work;
 - b) take such action as is necessary or as Vaughan Infrastructure directs, for the transfer, protection and preservation of the Goods; and
 - c) try every possible means to minimise the costs of termination to Vaughan Infrastructure.
- 9.3 If the Order is terminated under clause 9.1(b) the Supplier must send to Vaughan Infrastructure within 30 days of the date of termination a tax invoice for the value of any Goods:
- a) delivered and unpaid at the date of termination; and
 - b) off site at the date of termination that are ready for delivery as evidenced by the Supplier in writing provided that such Goods will:
 - i. become the property of Vaughan Infrastructure on payment; and
 - ii. be delivered and unloaded by the Supplier as directed by Vaughan Infrastructure.

9.4 Any payment of the Supplier's undisputed tax invoice (issued in accordance with clause 9.3) will be in full satisfaction of Vaughan Infrastructure's Liability to the Supplier and the Supplier will not be entitled to make any other Claim arising out of or in connection with the Goods or this Order.

9.5 Without prejudice to any other rights or remedies of Vaughan Infrastructure, the Supplier will be liable to Vaughan Infrastructure for any Liability arising out of or in connection with a termination of this Order pursuant to clause 9.1(a) and such amounts will be a debt due and owing by the Supplier to Vaughan Infrastructure.

10 SUSPENSION

10.1 Vaughan Infrastructure may at any time and for any reason suspend performance of all or any of the Supplier's obligations under this Order by written notice effective upon receipt of the notice. The Supplier must suspend the performance of the obligations identified in the notice until Vaughan Infrastructure directs the Supplier to resume performance of those obligations by further written notice. At such time, the Supplier must promptly recommence the performance of those obligations in accordance with this Order.

10.2 If a suspension does not arise from an act or omission of the Supplier or its personnel, the Supplier will only be entitled to be paid the extra costs reasonably incurred by the Supplier as a result of the suspension, as determined by Vaughan Infrastructure.

11 PPSA

11.1 If the Supplier believes that a Security Interest arises under this Agreement it must notify Vaughan Infrastructure at least 5 business days before the Supplier takes steps to register such Security Interest on the PPS Register.

- 11.2 Within 10 business days of the earlier of:
- a) the expiry or termination of this Agreement; or
 - b) receipt of the Contract Sum for the Goods,

the Supplier will at its cost procure the removal from the PPS Register each Security Interest it has registered in respect of the Goods, and must provide Vaughan Infrastructure with verification of the removal of the Security Interests pursuant to section 157 of the PPSA.

11.3 The parties agree that for the purposes of section 115 of the PPSA the following sections of the PPSA will not apply to any Relevant Collateral:

- a) section 120 (enforcement of liquid assets);
- b) section 126 (apparent possession); and
- c) section 128 (secured party may dispose of collateral).

12 HEALTH, SAFETY ENVIRONMENTAL & QUALITY

12.1 The Supplier acknowledges that Vaughan Infrastructure does not control or influence the Supplier's activities except activities performed on Vaughan Infrastructure's premises.

12.2 The Supplier must:

- a) comply with its obligations as a supplier, designer, manufacturer, importer, installer, constructor or commissioner of any plant, substance, or structure (as applicable) under WHS Legislation;
- b) ensure so far as is reasonably practicable, that the Goods are without risks to the health and safety of persons who may use, handle, store, construct, assemble or carry out any reasonably foreseeable activity including the proper storage, decommissioning, dismantling, demolition or disposal of the Goods;
- c) carry out, or arrange the carrying out of, any calculations, analysis, testing or examination that may be necessary for the performance of the duty imposed by subclause 13.2(b);
- d) give adequate information to Vaughan Infrastructure concerning each purpose for which the Goods were designed or manufactured, the results of testing referred to in subclause 13(c) and any conditions necessary to ensure that the Goods are without risks to health and safety when used, including a

- description of the Goods and any faults in the Goods that have been previously used; and
- e) comply with its obligation under WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter.
 - f) Have all Safe Work Method Statements (SWMS) inspected/ reviewed by and signed off by a Vaughan Infrastructure Engineer or authorised representative before arriving on site or completing any works on the Project,
 - g) Ensure all Goods provided under this Purchase Order comply with all safety standards, Project specifications, Project drawings, safety requirements and Head Contract requirements.
 - h) Comply with the Project Management Plan, Environmental Management Plan, Quality Management Plan, Workplace Relations Management Plan, Traffic Management Plan, Quality Management Plan and Working near services management plan.
- 13 ANTI-BRIBERY AND ANTI-CORRUPTION**
- 13.1 Vaughan Infrastructure is committed to operating in a manner consistent with the laws of the jurisdictions in which it operates, including Anti- Bribery and Anti-Corruption Legislation.
- 13.2 (Anti-Corruption Obligations): The Supplier must not, and must take reasonable steps to ensure that any of its Associated Persons do not, commit a Prohibited Act (Anti-Corruption Obligations) and:
- a) must implement adequate policies and procedures to ensure compliance with its Anti-Corruption Obligations, and disclose those policies and procedures to Vaughan Infrastructure upon request; and
 - b) where the Supplier does not have a written policy required by clause 13.2(a), it agrees that it has read and understands the Vaughan Infrastructure ABAC Policy and will comply with the principles of the
- 13.3 (Compliance history): The Supplier represents and warrants that it has not in the past 10 years:
- a) been the subject of an investigation into its compliance with;
 - b) been convicted of any offence in connection with;
 - c) entered into any settlement in connection with any alleged breach of, any Anti-Bribery and Anti-Corruption Legislation.
- 13.4 (Public Officials): The Supplier represents and warrants that except as otherwise disclosed in writing to Vaughan Infrastructure, no Public Official:
- a) Is or will become an Associated Person of the Supplier;
 - b) is or will become involved in the management of, including as part of its board or other governing body, or holds or will hold a controlling or significant interest the Supplier; or
 - c) is an immediate family member of a member of the board or other governing body or senior management of the Supplier.
- 13.5 (Notification obligations): The Supplier will immediately notify Vaughan Infrastructure in writing (including details, steps taken and proposed steps to investigate and address the issue) if:
- a) it becomes aware that any representations or warranties in clauses 13.3 and 13.4 are false;
 - b) it, or any of its Associated Persons breaches the Anti-Corruption Obligations; or
 - c) it becomes aware of any breach, alleged breach or facts or circumstances which could reasonably be considered to constitute a breach of Anti-Bribery and
- 13.6 (Investigation and audit rights): If the Supplier notifies under clause 13.4, or if Vaughan Infrastructure reasonably believes that there has been a breach of the Anti-Corruption Obligations, the Supplier must, for up to 3 years after completion or expiry of the Order:
- a) respond promptly to Vaughan Infrastructure’s reasonable enquiries and cooperate with Vaughan Infrastructure in connection with its investigation; and
 - b) allow Vaughan Infrastructure access to any relevant documentation, books or records relevant to:
 - i. the Supplier’s performance of this Order, for the purpose of assessing compliance with this clause 13;
 - ii. legal or equitable interests in the Supplier; and
 - iii. any ongoing background checks Vaughan Infrastructure may wish to make in relation to the Supplier’s compliance with the Anti-Corruption Obligations.
- 13.7 (Consequences of breach): Without limiting any other rights Vaughan Infrastructure has under this Order, if Vaughan Infrastructure reasonably believes that the Supplier is in breach of clause 13 or that a breach is imminent, Vaughan Infrastructure:
- a) may suspend performance and payment under this Order; or
 - b) may, by written notice effective immediately terminate the Order; and
 - c) is not obliged to make any payment to the Supplier in respect of goods, services or other benefits procured through or related to the breach.
- Anti-Corruption Legislation by it or an Associated Person.

13.8 The Supplier will indemnify Vaughan Infrastructure for any costs, losses, expenses, charges, damages or the like (including legal and other professional expenses) incurred by Vaughan Infrastructure and arising from or related to a breach or alleged breach by the Supplier or any of its Associated Persons of the Anti-Corruption Obligations, provided that such losses are reasonably foreseeable and mitigated if practicable.

14 CODE AND INDUSTRIAL LAWS COMPLIANCE

14.1 The Supplier is responsible for and will ensure that it complies with its obligations under any Industrial Instrument or Laws that apply to it relating to employee entitlements, including:

- a) paying all applicable wages, workers' compensation insurance, fringe benefits tax, all payroll taxes and other employee entitlements including in respect of any superannuation fund, scheme or arrangement for the benefit of workers; and
- b) complying with all applicable Laws with respect to the deduction and payment of tax instalment deductions from salaries and wages paid to employees.

14.2 The Supplier must not engage in any unlawful arrangements or practices which may avoid obligations under awards, Industrial Instruments or Laws including treating a genuine employee as an independent contractor or allow an inappropriate application of the Pay As You Go (PAYG) system of taxation.

14.3 Where a State Code applies to the Project, the Supplier must comply with the relevant State Code.

15 GENERAL

15.1 The Supplier will not without the prior written consent of Vaughan Infrastructure, assign, transfer or sublet this Order.

15.2 This Order is governed by the law applicable in the State or Territory in which the Delivery Point is located. The parties submit to the non-exclusive jurisdiction of the Courts of that State or Territory.

15.3 The delay or non-exercise of a right (including a set off) 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 future exercise of it or the exercise of any other power or right. Any waiver or consent given by a party will only be effective if given or confirmed in writing.

15.4 The remedies provided in this Order do not prejudice Vaughan Infrastructure's rights against the Supplier whether arising out of or in connection with this Order or otherwise at law.

15.5 To the maximum extent permitted by law, the operation of the Proportionate Liability Legislation is excluded in relation to rights, obligations and liabilities under this Order whether such rights obligations or liabilities are sought to be enforced as a breach of contract or claim in tort (including negligence), in equity, under statute or otherwise at law.

15.6 If a breach of this Order by the Subcontractor causes or contributes to Vaughan Infrastructure becoming liable to pay damages under the Head Contract, whether liquidated or otherwise, the Supplier will be liable for and will indemnify Vaughan Infrastructure against any Liability Vaughan Infrastructure is liable to pay.

15.7 The Supplier shall be deemed to have accepted the Order upon the earlier of:

- a) signature by the Supplier of the Purchase Order, or some other written acknowledgement;
- b) delivery of the Goods by the Supplier to the Delivery Point;
- c) submission to Vaughan Infrastructure by the Supplier of an invoice for payment in respect of the Goods; or
- d) if the Supplier does not notify Vaughan Infrastructure of its non- acceptance of the Order or any part thereof, within 5 business days of the Supplier's receipt of the Purchase Order.

16 PRIVACY

16.1 The Supplier must comply with all Privacy Laws, whether or not it is an organisation bound by the Privacy Act.

17 CHAIN OF RESPONSIBILITY LEGISLATION

17.1 To the extent heavy vehicles are used in the performance of this Order, the Supplier:

- a) must comply with all COR Laws;
- b) warrants that it is familiar with and has the capability and resources to comply with COR Laws and ensure that its Personnel complies with all COR Laws; and
- c) must undertake any audits or monitoring as requested by Vaughan Infrastructure to demonstrate compliance with this clause.

18 QUALITY SYSTEMS

18.1 The Supplier must establish and maintain quality systems acceptable to Vaughan Infrastructure. Unless otherwise shown in the Purchase Order, the Supplier's quality systems must comply with the current version of AS/NZS ISO 9001 "Quality management system – requirements".

18.2 If any part or component of the Goods is imported and is a Nominated Product, the Supplier must, upon delivery provide to Vaughan Infrastructure the results of tests performed on the part or component in a NATA accredited laboratory in accordance with AS 4964-2004 "Method for the qualitative identification of asbestos in bulk samples", following sampling in accordance with "AS 4433.1 Guide to the sampling of particulate materials Part 1: Sampling procedures".

19 NO AMENDMENT WITHOUT AUTHORITY

19.1 This Order cannot be revised or amended unless in writing and signed by Vaughan Infrastructure's designated Project Manager or its Commercial Manager.

19.2 This Order constitutes the entire agreement of the parties about its subject matter and:

- a) supersedes all previous agreements, understandings and negotiations on that subject matter irrespective of whether or not in writing; and

- b) will prevail over any other document (including any delivery docket, tax invoice or other document containing terms and conditions in relation to the supply of the Goods) issued by the Supplier from time to time, whether signed by Vaughan Infrastructure or not and whether post-dating this Order or not.
- 20 STATE CODE COMPLIANCE – NEW SOUTH WALES**
- 20.1 The provisions in this clause 20 apply where the relevant State is New South Wales and the Supplier is required to comply with the State Code applicable to New South Wales.
- 20.2 In addition to terms defined in this document, terms used in this clause 20 have the same meaning as is attributed to them in the NSW Guidelines (as published by the NSW Treasury July 2013). The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au.
- 20.3 The Supplier must at all times comply with, and meet any obligations imposed by, the NSW Government's Code of Practice for the Building and Construction Industry (NSW Code) and NSW Guidelines.
- 20.4 The Supplier must notify the CCU and the Client Agency of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
- 20.5 Where the Supplier engages a subcontractor or consultant, the Supplier must ensure that that contract imposes on the subcontractor or consultant equivalent obligations to those in this section 1.2 of Part A, including that the subcontractor or consultant must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.
- 20.6 The Supplier must not appoint or engage another party in relation to the project where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.
- 20.7 The Supplier must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it, its subcontractors, consultants and related entities.
- 20.8 The Supplier must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
- enter and have access to sites and premises controlled by the Supplier, including but not limited to the project site;
 - inspect any work, material, machinery, appliance, article or facility;
 - access information and documents;
 - inspect and copy any record relevant to the project;
 - have access to personnel; and
 - interview any person,
- as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines, by the Supplier, its subcontractors, consultants, and related entities.
- 20.9 The Supplier, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.
- 20.10 The Supplier warrants that at the time of entering into this contract, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.
- 20.11 If the Supplier does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.
- 20.12 Where a sanction is imposed:
- it is without prejudice to any rights that would otherwise accrue to the parties; and
 - the State of NSW (through its agencies, Ministers and the CCU) is entitled to:
 - record and disclose details of non-compliance with the NSW Code or NSW Guidelines and the sanction; and
 - take them into account in the evaluation of future procurement processes and responses that may be submitted by the Supplier, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.
- 20.13 The Supplier bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The Supplier is not entitled to make a claim for reimbursement or an extension of time from the Client Agency or the State of NSW for such costs.

- 20.14 Compliance with the NSW Code and NSW Guidelines does not relieve the Supplier from responsibility to perform the Services and any other obligation under the contract, or from liability for any defect in the Services or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.
- 20.15 Where a change in the contract or Services is proposed, and that change may, or may be likely to, affect compliance with the NSW Code and NSW Guidelines, the Supplier must immediately notify the Client Agency (or nominee) of the change, or likely change and specify:
- a) the circumstances of the proposed change;
 - b) the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the change; and
 - c) what steps the Supplier proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan or Work Health and Safety Management Plan), and the Client Agency will direct the Supplier as to the course it must adopt within 10 Business Days of receiving notice.
- 21 STATE CODE COMPLIANCE – QUEENSLAND**
- 21.1 The provisions in this clause 21 apply where the relevant State is Queensland and the Supplier is required to comply with the State Code applicable to Queensland.
- 21.2 In addition to terms defined in this Order, terms used in this clause 21, have the same meaning as is attributed to them in the Queensland Code (as published by the Department of Justice and Attorney- General). The Queensland Code is available at www.treasury.qld.gov.au.
- 21.3 The Supplier must comply with, and meet any obligations imposed by, the Queensland Code and Queensland Guidelines.
- 21.4 The Supplier must notify the BCCB (or nominee) and the Client Agency of any alleged breaches of the Queensland Code and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach.
- 21.5 Where the Supplier is authorised to engage a subcontractor or consultant, and it does so, the Supplier must ensure that any secondary contract imposes on the subcontractor or consultant equivalent obligations to those in this clause 21, including that the subcontractor or consultant must comply with, and meet any obligations imposed by, the Queensland Code.
- 21.6 The Supplier must not appoint or engage another party in relation to the project where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code.
- 21.7 The Supplier must maintain adequate records of compliance with the Queensland Code by it, its subcontractors, consultants and related entities.
- 21.8 The Supplier must allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of the BCCB) to:
- a) enter and have access to sites and premises controlled by the Supplier, including the project site;
 - b) inspect any work, material, machinery, appliance, article or facility;
 - c) access information and documents;
 - d) inspect and copy any record relevant to the project;
 - e) have access to personnel; and
 - f) interview any person,
- as is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code, by the Supplier, its subcontractors, consultants and related entities.
- 21.9 The Supplier, and its related entities, must agree to, and comply with, a request from Queensland Government authorised personnel (including personnel of the BCCB) for the production of specified documents by a certain date, whether in person, by post or electronic means.
- 21.10 The Supplier warrants that at the time of entering into this contract, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code that would have precluded it from tendering for work to which the Queensland Code applies.
- 21.11 If the Supplier does not comply with, or fails to meet any obligation imposed by, the Queensland Code, a sanction may be imposed against it in connection with the Queensland Code.
- 21.12 Where a sanction is imposed:
- a) it is without prejudice to any rights that would otherwise accrue to the parties; and
 - b) the State of Queensland (through its agencies, Ministers and the BCCB) is entitled to:
 - i. record and disclose details of non-compliance with the Queensland Code and the sanction; and
 - ii. take them into account in the evaluation of future expressions of interest or tender responses that may be lodged by the Supplier, or its related entities, in respect of work to which the Queensland Code applies.

- 21.13 The Supplier bears the cost of ensuring its compliance with the Queensland Code. The Supplier is not entitled to make a claim for reimbursement or an extension of time from the Client Agency or the State of Queensland for such costs.
- 21.14 Compliance with the Queensland Code does not relieve the Supplier from responsibility to perform the Services and any other obligation under the contract, or from liability for any defect in the Services or from any other legal liability, whether or not arising from its compliance with the Queensland Code.
- 21.15 Where a change in the contract or Services is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code, the Supplier must immediately notify the Client Agency (or nominee) of the change, or likely change and specify:
- a) the circumstances of the proposed change;
 - b) the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change; and
 - c) what steps the Supplier proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan), and the Client Agency will direct the Supplier as to the course it must adopt within 5 Business Days of receiving notice.
- 22 STATE CODE COMPLIANCE – SOUTH AUSTRALIA**
- 22.1 The provisions in this clause 23 apply where the relevant State is South Australia and the Supplier is required to comply with the State Code applicable to South Australia.
- 22.2 In addition to terms defined in this Order, the terms used in this clause 23 have the same meaning as is attributed to them in the SA Code and the SA Guidelines as amended from time to time.
- 22.3 The Supplier must at all times:
- a) comply with, and meet any obligations imposed by, the SA Code and the SA Guidelines;
 - b) ensure that its subcontractors comply with, and meet any obligations imposed by, the SA Code and the SA Guidelines; and
 - c) not cause Vaughan Infrastructure to breach any of its obligations under the SA Code or the SA Guidelines.
- 22.4 The parties acknowledge and agree that a failure by Vaughan Infrastructure to pay the Supplier in accordance with the terms of this Order will constitute a substantial breach of this Order.
- 22.5 If a dispute arises between the parties out of or in connection with this Order, either party may give notice to the other requesting a meeting between a Director or nominee of Vaughan Infrastructure and the Managing Director of the Supplier or their nominees. The parties will use their best endeavours to arrange such a meeting at a mutually convenient time and place, the time being within 7 days after service of the notice, to discuss and seek to resolve the dispute.
- 22.6 The Supplier acknowledges that it has an appropriate WHS management system in place that satisfies the requirements of the SA Code.
- 22.7 The Supplier must promptly notify Vaughan Infrastructure of any industrial relations matters that may have an impact on the cost or completion of this Order or other contracts relating to the Project (including those to which the Supplier is not a party).
- 22.8 The Supplier acknowledges its obligations under Schedule 6 of the SA Guidelines in relation to skills development training and undertakes to take all necessary steps to satisfy the requirements of Schedule 6 of the SA Guidelines, including by making such contributions to the Construction Industry Training Fund as are required.
- 22.9 If requested by Vaughan Infrastructure, the Supplier must provide Vaughan Infrastructure with proof of the Supplier's or any of the Supplier's subcontractors' payment of the Construction Industry Training Levy.
- 22.10 The Supplier must comply with the South Australian Government's Workforce Participation in Government Construction Procurement Policy.
- 22.11 The Supplier acknowledges its obligations under Schedule 8 of the SA Guidelines in relation to environmental management and, without limiting its obligations under the SA Guidelines, undertakes to comply with the South Australian Government's Energy Efficiency Action Plan.