



Purchase Order Terms and Conditions

2024

We acknowledge and respect the traditional lands and cultures of First Nations peoples in Australia and globally and pay our respects to Elders past and present. We recognise First Nations peoples' longstanding and ongoing spiritual connections to land, sea, community, and country.

1. **(Order Process):** A Purchase Order is placed with the Supplier on the condition that the Supplier complies with the terms and conditions of the contract agreed with QIC prior to the acceptance of a Purchase Order. If a contract has not been agreed with QIC, by commencing or continuing to perform any activity connected with the Goods, Services or Work, the Supplier agrees to be bound by the following terms and conditions:
2. **(Supply)** You agree to supply, and QIC will acquire and pay for, the Goods, Services and Work **(Supply)** in accordance with this Purchase Order. You agree that you have read, understand and comply with QIC's Supplier Code of Conduct which is found on our website at <https://www.qic.com.au/about-qic/corporate-information/corporate-governance/procurement-at-qic>
3. **(Performance)** You must, as an independent contractor, provide all things including all equipment, tools, materials and anything else necessary to provide the Supply under this Purchase Order, and must commence the Supply on the Commencement Date.
4. **(Trustee)** You agree that if we enter into this Purchase Order as trustee of a trust in entering this Purchase Order (**Trust**), you can only sue us in our capacity as trustee of the Trust. Our obligations in connection with this Purchase Order are limited to the extent we are indemnified out of Trust assets, except to the extent that our indemnification does not apply as a result of our fraud, gross negligence or breach of trust.
5. **(Your Capacity)** Where you enter this Purchase Order as a trustee of a trust or agent for another party, you will be personally bound by this Purchase Order (whether or not the trust or agency is disclosed).
6. **(Site Induction)** Before you commence any activity on our Sites you must complete and pass such site induction as we require in our discretion (**Site Induction**), including complying with any additional documents we reasonably provide you in connection with those Site Induction requirements, and which will form part of this Purchase Order (**Additional Documents**).
7. **(Invoices)** You must, after Completion of all of the Supply (and not before unless authorised by QIC in writing), submit a tax invoice to the QIC Contact which states your entity, ABN, purchase order number, description of Supply provided, the amount claimed (being no more than the Price) and such other details as we reasonably require to the address and entity nominated in the Purchase Order under "Invoice To" or such other entity and address as we advise. Tax invoice has the meaning in the GST Act.
8. **(Payment)** Subject to this Purchase Order, within 20 calendar days after we receive your correctly rendered and valid tax invoice under clause 7, we will pay you the Price set out in the Purchase Order. For the avoidance of doubt:

- (a) where QIC, acting reasonably, considers that you have provided incomplete or defective Supply, then:
 - (i) QIC must provide you with written notice setting out the grounds on which QIC has made this assessment; and
 - (ii) within 5 Business Days of receipt of the written notice provided under clause 8(a)(i):
 - A. you may notify QIC in writing that you will seek to remedy the incomplete or defective Supply within a time period as agreed between the parties; or
 - B. you may (acting reasonably) object to the grounds on which QIC has made this assessment, providing detailed reasons for the objection.
 - (b) Where QIC, acting reasonably, continues to consider that you have provided incomplete or defective services (notwithstanding the objection provided under clause 8(a)(ii)B), or considers that you have failed to remedy the incomplete or defective Supply within the time period as agreed within the parties, QIC may reduce the amount due by the value of any incomplete and defective services and by amounts QIC is entitled to claim from you under this Purchase Order.
9. **(Completion and Delays)** Completion of the Supply occurs when you have fully completed the Supply and satisfied all other matters which this Purchase Order requires to be firstly satisfied (**Completion**). We will excuse you for delays which you notify us of promptly and which are beyond your and your subcontractors' reasonable control.
 10. **(Continuing Obligations)** Your obligations under this Purchase Order will continue and not be prejudiced by the delivery or completion of the whole or any part of the Supply, or any payment made by us for or in connection with the Supply.
 11. **(Goods)** Without limiting your obligations in clause 38 of this Purchase Order in relation to Dumped Goods, to the extent the Supply is for the delivery of Goods, you agree:
 - (a) to deliver the Goods to the Delivery Address on or before the Delivery Date;
 - (b) without limiting your obligations under clause 38 to warrant that the Goods are fit for their purpose, are of merchantable quality and are free and clear of all encumbrances;
 - (c) to pass full unencumbered title in the Goods to us upon the earlier of payment for the Goods or delivery, but agree that risk in the Goods remains with you until Completion;
 - (d) to transfer the manufacturer's warranty applicable to the Goods to us at no cost;
 - (e) that we may return the Goods at your cost and risk if the Goods are in a used condition or are not new (if we have not otherwise agreed) or otherwise are not in accordance with this

- Purchase Order; and
- (f) that Completion of the Supply will only be achieved when we, acting reasonably, notify you the Goods are acceptable or we put the Goods to use (other than for testing).
12. **(Work)** To the extent the Supply is for the carrying out of Work:
- (a) you must commence the Supply on the Commencement Date and achieve Completion by the Completion Date;
- (b) you warrant that the Work will be carried out in a proper and workmanlike manner and incorporate only new materials or plant which are of merchantable quality and fit for that purpose; and
- (c) Completion of the Supply will only be achieved when you have completed all the Work in accordance with this Purchase Order.
13. **(Services)** To the extent the Supply is for the performance of Services:
- (a) you must commence the Supply on the Commencement Date and achieve Completion by the Completion Date;
- (b) you must use reasonable skill and care in providing the Services, and you warrant that the Services will be fit for their purpose; and
- (c) Completion of the Supply will only be achieved when you have completed all the Services in accordance with this Purchase Order.
14. **(Subcontracting)** You must not subcontract the Supply under this Purchase Order without our prior written consent, which must not be unreasonably withheld. You are responsible for any acts, negligence, default or omissions of your subcontractors regardless of our consent. All Services must be performed in Australia unless we otherwise approve in writing in advance.
15. **(Assignment)** The parties agree that we have selected you due to, in part, your specialisation and capability to provide the Supply and that you have complied with our procurement requirements including, without limitation, safety, modern slavery and ethical supplier requirements. You must not assign any right or obligation under this Purchase Order without our prior written consent.
16. **(Our Assignment)** We may, by notice to you:
- (a) assign some or all of our rights under this Purchase Order to a proposed transferee, without your consent; and/or
- (b) transfer some or all of our obligations under this Purchase Order to a proposed transferee, and you consent to such transfer, provided that, in each case, the proposed transferee is either:
- (c) a Related Body Corporate (as defined in the Corporations Act 2001 (Cth)); or
- (d) an entity is an acquirer of all or part of a Relevant Asset and is capable of performing those of our obligations under this Purchase Order that are transferred to it.
- and you must sign any documents and do anything necessary to effect such assignment, novation or

transfer.

- (e) For the purposes of clause 16(d), a "Relevant Asset" means any asset owned or controlled by us (or any of our Related Bodies Corporate) and utilised by us in connection with this Purchase Order.
17. **(Intellectual Property)** You grant us an irrevocable and royalty-free licence to use any intellectual property connected with the Supply for our own purposes and indemnify us against any loss or liability arising from third party claims in connection with the intellectual property.
18. **(Legal Requirements)** You warrant to us that you and your subcontractors will comply with all applicable laws, legal requirements and approvals (including, without limitation, the *Disability Discrimination Act 1992 (Cth)* and *Human Rights Act 2019 (Qld)* and in all jurisdictions in which you operate, applicable laws and legal requirements relating to anti-bribery, anti-corruption, anti-money laundering, fraud or similar activities and economic sanctions).
19. **(Work Health and Safety)** To the extent the Supply is for the carrying out of Work, you agree that:
- (a) you are "principal contractor" relating to health or safety in the location of the Site (**WHS Law**) in respect of all areas where work relating to the provision of the Supply are being carried out at any time;
- (b) where any area for which you are appointed principal contractor is controlled or owned by an entity other than us, we also appoint and authorise you to be "principal contractor" for that area on behalf of the entity;
- (c) despite anything else in this Purchase Order, we authorise you to assume full and effective management and control of those areas for which you have been appointed as "principal contractor" for the purposes of discharging your obligations under WHS Law and this clause;
- (d) your appointment as "principal contractor" under this clause only ends, for any area, when:
- (i) you have completed all your activities in that area and you cease to have any access to it; or
- (ii) we notify you in writing that you are no longer the "principal contractor" in respect of that area;
- (e) you warrant that you are capable of complying with your obligations as "principal contractor", including having in place an adequate work health and safety management system; and
- (f) you are responsible for ensuring that you discharge the obligations imposed on a "principal contractor" under WHS Law even if your appointment as "principal contractor" under WHS Law is not (or cannot be) effective for any reason (including because the nature or extent of activities to which your obligations relate do not allow the appointment of a "principal contractor" under WHS Law).

20. **(Your General Obligations)** You are responsible for complying with and ensuring that your officers, employees, agents, subcontractors or subcontractors' agents comply with all requirements under or in connection with WHS Law, whether or not we are also obliged to comply with or discharge any of the duties.
21. **(Reinstatement of Supply)** You will (at your cost) reinstate the Supply if it is damaged or destroyed by any cause prior to Completion except to the extent that the damage or destruction is caused by us or our agents, officers or employees.
22. **(Defects)** You must promptly rectify any defects in the Supply at your cost of which we, acting reasonably, notify you at any time prior to the date 12 months after Completion, or in relation to rectification works, 12 months after completion of the relevant rectification works. This clause does not apply to any defects which are caused by us or our agents, officers or employees, or by any other third parties after Completion.
23. **(People, Property, Environment)** You must take all reasonable steps to protect people from death or injury and protect the Supply, the environment and any property belonging to us or others from loss or damage arising from or in connection with you providing the Supply. We may by notice in writing immediately suspend you undertaking any activities in connection with the Supply where you breach this clause and until you have satisfied us that the breach has been remedied and will not reoccur.
24. **(Indemnity)** You indemnify us and our agents, officers and employees against any claims, damages, losses, costs, expenses or other liabilities arising from any of property loss or damage, personal injury or death (including to your employees), or environmental damage which either arises from, arises in connection with or is contributed to by, any of the following - your negligence, your act or omission, the carrying out of the Supply or your breach, except to the extent our, or our agents', officers' or employees' breach or negligence has caused the loss, damage, injury or death.
25. **(Insurance)** Unless we agree otherwise in writing, on and from the Commencement Date, you must have the following insurances and provide reasonable evidence to us upon request:
 - (a) **(Public Liability)** while you continue to have obligations regarding the Supply, public liability insurance in the amount of \$20 million per occurrence which names us as an insured party;
 - (b) **(Professional Indemnity)** where you provide any design, specification or other professional services in connection with the Supply, professional indemnity insurance in the amount of \$20 million per claim;
 - (c) **(Motor Vehicle)** while you have any obligations to supply Goods, or perform works or Services which involve the use of a motor vehicle, third party motor vehicle insurance in the amount of \$20 million per occurrence;
 - (d) **(Workers Compensation)** workers compensation insurance as required by law;
 - (e) **(Works Insurance)** where you are carrying out work in the Supply, for the duration of the time carrying out the works, contract works insurance for at least 110% of the total value of the work included in the Supply which names us as an insured party; and
 - (f) **(Plant, Material and Goods (including Transit insurance))** insurance in respect of any plant, equipment, material or goods included in or in connection with the Supply during transit to and unloading at the Delivery Address and while in storage off-site for at least the amount of the value of the plant, equipment, material or goods.
26. **(Changes of Requirements)**
 - (a) From time to time, QIC may, on reasonable grounds and acting reasonably, request that you:
 - (i) accelerate or delay the progress of, change the sequence or suspend the Supply or any part of it; or
 - (ii) change the extent, character or quality of the Supply (including by adding or omitting any part of the Supply or changing methods of Supply),
27. **(Change Request)**
 - (a) In addition to detailing the change required, a Change Request must also set out:
 - (i) the grounds on which the change is required;
 - (ii) the date on which the change will become effective which as reasonably determined by QIC having regard to the Change Request; and
 - (iii) any adjustment to the Price as we reasonably determine having regard to the Change Request. No Price adjustment will be required where the Change Request is required due to your act, omission or default and you shall have no claim for any additional costs or extension of time) or from a Change Request that requires a suspension for a matter beyond our control.

If you don't agree with changes proposed in the Change Request or with any proposed change to the Price, you may, within 20 Business Days of the date of the Change Request, commence a dispute under clause 46.
28. **(Site Access and Use)** You may only access and use the Site:
 - (a) to provide the Supply;
 - (b) in accordance with our reasonable directions;
 - (c) subject to our right to require prompt removal of any person at any time;
 - (d) via the routes which ensure minimum disturbance and inconvenience to us and the public and as we approve from time to time;

- (e) doing all things necessary to avoid nuisance to or interference with us or any person at or near the Site;
 - (f) informing yourself of and complying with any rules relevant to the Site or areas adjoining the Site;
 - (g) not during excluded work hours or days as we may specify from time to time;
 - (h) only after completing (and ensuring any subcontractor completes) the Site Induction;
 - (i) not allowing delivery of plant or materials to the Site before they are reasonably required in connection with the Supply;
 - (j) keeping the Site safe, clean, tidy and free of rubbish and surplus material;
 - (k) cleaning up the Site and any area affected by the Supply (including by removing tools, materials, plant, temporary works and other things) to our satisfaction, prior to and as a precondition of Completion;
 - (l) ensuring the Supply is carried out in a safe and secure manner; and
 - (m) ensuring utilities are not disconnected or disrupted at any time (without our prior written consent).
29. **(Your Responsibility)** Except to the extent provided in this Purchase Order, you must satisfy yourself as to all conditions and characteristics of the Site and all risks (including safety, delay and cost risks) which may arise in connection with the Supply.
30. **(Privacy Act Compliance)** You must comply with the Privacy Act in connection with your obligations under this Purchase Order and the provision of the Supply. In relation to any "personal information" (as defined in the Privacy Act) provided or to be provided by you in connection with the Supply, you warrant to us that:
- (a) you have obtained the consent of each individual about which "sensitive information" (as defined in the Privacy Act) is provided; and
 - (b) you have or will within the time required by the Privacy Act ensure that each individual about whom any Personal Information is provided has received a written statement complying with the matters required by Australian Privacy Principles 5.1 and 5.2.
31. **(Anti-competitive Arrangements)** You warrant to us that you have not entered into any improper or anti-competitive arrangement or understanding with any other party in connection with the Supply.
32. **(Confidentiality)** You must not disclose to third parties or use for any purpose (other than carrying out the Supply, or to the extent we specifically authorise in writing) any:
- (a) **(Confidential Information)** information of a confidential nature, including information about the party's or the party's Related Bodies Corporate, business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or suppliers, but does not include any information

which is in the public domain other than through a breach of confidence, independently developed by the recipient, or already known, or rightfully received by the recipient other than through a breach of confidence (**Confidential Information**); or

- (b) **(Other Information)** information relating directly or indirectly to us, our business or this Purchase Order (including without limitation any financial, technical, economic, market and other information, reports, policies, plans, drawings, specifications, designs, data or ideas), that is disclosed to, communicated to or otherwise created, ascertained or discovered by you directly or indirectly in the course of or in connection with your provision of the Supply whether before or after the date of this Purchase Order.
33. **(Disclosure)**
- (a) Except for disclosure by us to any Related Bodies Corporate, and use of the confidential information by such third parties in connection with this Purchase Order, we must not disclose to third parties (other than to the extent that you specifically authorise in writing) or use for any purpose (other than for the purpose for which it was disclosed in connection with the Purchase Order) any confidential information of yours that is disclosed to, communicated to or otherwise created, ascertained or discovered by us directly or indirectly in the course of or in connection with this Purchase Order.
 - (b) Nothing in this clause 33 prevents a party from disclosing confidential information if disclosure of that Confidential Information is required to be made by law.
34. **(Modern Slavery)**
- (a) In this clause, **Modern Slavery** has the same meaning as it has in the *Modern Slavery Act 2018 (Cth)*.
 - (b) You must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operation and supply chains used in the provision of the Supply.
 - (c) If at any time you become aware of Modern Slavery practices in the operations and supply chains used in the provision of the Supply or otherwise in the performance of this Purchase Order, you must as soon as reasonably practicable take all reasonable action to address or remedy these practices, including where relevant by using your reasonable endeavours to address any practices of other entities in your supply chains.
35. **(GST and Other Taxes)** If the Price is exclusive of GST, we will pay you the GST that applies to the Supply after you provide us with a valid tax invoice. You must pay all taxes and charges payable in connection with the Supply. Where we incur GST on any supply we are required to make to you, you must pay us that GST.
36. **(Withholding)** We may withhold from payment to

you any amount which we reasonably consider we are or may be required by law to withhold, including PAYG and the foreign entity withholding tax.

37. **(Ethical Supplier)**

(a) In this clause:

- (i) **Affiliate** means your Related Body Corporate or subcontractor.
- (ii) **Ethical Supplier Mandate** means the Ethical Supplier Mandate as published by the Queensland Government from time to time.
- (iii) **Ethical Supplier Requirements** means:
 - A. all requirements which must be satisfied to meet the Ethical Supplier Threshold;
 - B. without limiting clause 37(a)(iii)A, you, or any of your Affiliates, not, at any time:
 - (i) contravening a civil remedy provision of Chapter 2 or Chapter 3 of the Fair Work Act 2009 (Cth), or committing an offence against that Act;
 - (ii) contravening a civil remedy provision of Chapter 2, 3, 4, 5 or 7 of the Industrial Relations Act 2016 (Qld), or committing an offence against that Act, or failing to pay employment related levies, or other payments, established under Queensland legislation;
 - (iii) failing to make superannuation contributions on behalf of employees in accordance with law;
 - (iv) purporting to treat employees as independent contractors, where they are not;
 - (v) requiring persons who would otherwise be employees to provide an Australian Business Number so that they can be treated as independent contractors;
 - (vi) engaging persons on unpaid work trials or as unpaid interns, where they should be treated as employees;
 - (vii) entering into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017* (Qld), or a supplier who is an unlicensed provider under that Act; or
 - (viii) paying employees' wages below those provided for in an applicable modern award; and
 - C. you, or any of your Affiliates, not:
 - (i) being sanctioned under the Ethical Supplier Mandate; or
 - (ii) accruing 20 demerit points under

the Ethical Supplier Mandate.

- (iv) **Ethical Supplier Threshold** means the Ethical Supplier Threshold described in the Queensland Procurement Policy; and
- (v) **Queensland Procurement Policy** means the Queensland Procurement Policy as published by the Queensland Government from time to time.
- (b) You must, in carrying out the Supply and complying with your obligations under this Purchase Order, comply with:
 - (i) the principles of the Queensland Procurement Policy and any requirements under this Purchase Order in this regard; and
 - (ii) the Ethical Supplier Threshold;
- (c) You acknowledge that:
 - (i) a failure to comply with the principles of the Queensland Procurement Policy that apply to the Supply or your obligations under this Purchase Order can result in the imposition of a demerit or sanction under the Ethical Supplier Mandate, in addition to any other remedies available to QIC under this Purchase Order; and
 - (ii) a show cause notice may be issued for breaches of relevant laws and policies in accordance with the Ethical Supplier Mandate.
- (d) You:
 - (i) warrant that neither you nor any of your Affiliates has, prior to the date of this Purchase Order, breached the Ethical Supplier Requirements or the Queensland Procurement Policy; and
 - (ii) must at all times after the date of this Purchase Order comply, and ensure your affiliates comply, with the Ethical Supplier Requirements and Queensland Procurement Policy.
- (e) You must notify us of you breaching the warranty or obligation in clause 37(d) as soon as reasonably practicable after you become aware of the breach.
- (f) You acknowledge that if you at any time breach the Ethical Supplier Requirements, we may advise the Queensland Procurement Policy Compliance Unit, Office of the Chief Advisor – Procurement, Department of Housing and Public Works (or any body responsible for administration of the Queensland Procurement Policy) of your breach and that information about sanctions imposed on you and/or your subcontractors under the Ethical Supplier Mandate may be published. The notification of your breach and/or the publishing of such information will not constitute a breach by us of this Purchase Order nor give rise to any other right or remedy at law or in equity by you against us.
- (g) You acknowledge that if you or any of your Affiliates (regardless of whether the conduct is

in connection with the Purchase Order) do or cause to be done anything which is a type of non-compliance under the Ethical Supplier Mandate (regardless of whether the non-compliance is connected with the Purchase Order), you can be liable for the imposition of a demerit or sanction under the Ethical Supplier Mandate.

38. **(Animal Welfare and Dumped Goods)**

- (a) In this Purchase Order:
 - (i) **Anti-Dumping Requirements** means anti-dumping laws, regulations, or associated guidelines, including but not limited to the provisions set forth under the Australian Anti-Dumping Commission.
 - (ii) **Dumped Goods** are goods resulting from a practice whereby a 'supplier' exports goods to another country at a price below the price charged in the country of manufacture, or below the cost of manufacturing the goods, and includes goods which have been dumped or imported in violation of any applicable Anti-Dumping Requirements.
 - (iii) **Animal Welfare Requirements** means the Animal Care and Protection Act 2001 (Qld), all associated regulations, and any related codes, standards, and guidelines.
- (b) You warrant that no goods supplied under this Purchase Order are Dumped Goods. You further warrant that all Goods supplied under this Purchase Order comply with the applicable trade and customs laws and regulations in Australia and in the country of origin.
- (c) To the extent relevant, you warrant that any food and beverages supplied under this Purchase Order that involve animals used in their production comply with the Animal Welfare Requirements. You further warrant that if you are a person in charge of animals used to produce the food and beverages supplied under this Purchase Order, you have adhered to and will continue to adhere to the Animal Welfare Requirements. You agree to provide evidence of compliance with the Animal Welfare Requirements upon reasonable request by us.
- (d) If we have reasonable grounds to suspect that the goods supplied under this Purchase Order are Dumped Goods, or that the food and beverages supplied under this Purchase Order do not comply with the Animal Welfare Requirements, we reserve the right to:
 - (i) suspend any further deliveries of the Goods or food and beverages under this Purchase Order;
 - (ii) return any delivered Goods or food and beverages to you at your cost and risk; and
 - (iii) withhold any payments due to you until such time as we are satisfied that the Goods or food and beverages are not

Dumped Goods and comply with Animal Welfare Requirements, as relevant.

- (e) During the term of this Purchase Order, you must ensure ongoing compliance with the Animal Welfare Requirements and must promptly notify us of any non-compliance or suspected non-compliance with the Animal Welfare Requirements.

39. **(Anti-Corruption and Bribery)**

- (a) In this Purchase Order:
 - (i) **Anti-Corruption Laws** means any law or legal requirement relating to bribery, corruption, money laundering, fraud, or similar activities in Australia or in any other jurisdiction in which you operate in connection with the Supply or your activities under this Purchase Order.
 - (ii) **Associate** means:
 - A. each of your Related Bodies Corporate;
 - B. each officer, employee, or agent of you or any Related Body Corporate of you; and
 - C. any other persons for whom you or any Related Body Corporate of you (or your subcontractors) are legally responsible or with whom you and any of your Related Bodies Corporate are in partnership, joint venture, or any other form of business association.
 - (iii) **Benefits** means anything of value provided to a Public Official, including but not limited to money, gifts, entertainment, other favours or incentives.
 - (iv) **Facilitation Payments** means payments made to expedite or secure the performance of a routine government action, which is intended to influence the performance of a Public Official's duties beyond what is required by law.
 - (v) **Public Official** includes a person who holds public office, a public servant, any commercial entity in which a government body has an ownership interest or exerts control over any employee or official of any such entity, a member of the executive or judiciary and officials, representatives, employees, or contractors of public international organisations, a representative or employee of any political party or candidate for public office.
 - (vi) **Related Body Corporate** has the meaning given to that term in the Corporations Act 2001 (Cth).
- (b) We have zero tolerance for bribery and corruption. You warrant and agree that you and your Associates:
 - (i) **Prohibition on Bribery:** Have not, and will not, pay, offer, promise to pay, or authorise the payment directly or indirectly

- of any monies or anything of value to any Public Official in connection with this Purchase Order. Bribery and corruption are strictly prohibited, including both domestic and foreign bribery.
- (ii) **Compliance with Anti-Corruption Laws:** Will comply with all Anti-Corruption Laws, including but not limited to the Australian Criminal Code Act 1995 (Cth).
 - (iii) **No Requests for Violations:** Will not request any service, action, or inaction by any Public Official which could violate any Anti-Corruption Laws.
 - (iv) **Record Keeping:** Will keep books, accounts, and records that properly, fairly, and accurately record and report all transactions, including payments and Benefits provided to Public Officials.
 - (v) **Facilitation Payments:** Will not make Facilitation Payments.
 - (vi) **Benefit Disclosure:** Will disclose (upon reasonable request) any Benefits provided to Public Officials, including the nature and value of the Benefit.
 - (vii) **Reporting Obligations:** Will report any suspected bribery or corruption to us immediately.
- (c) You further warrant and agree that:
- (i) any payment made by us to you or by you to us to under this Agreement is received only as consideration for or in connection with performance of obligations under this Agreement; and
 - (ii) neither you, nor any of you Associates, have been:
 - A. convicted of or pleaded guilty to an offence involving fraud or corruption; and
 - B. listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.
- (d) **Audit Rights:** You will allow us to conduct audits and inspections upon reasonable request (no more than once per year) as well as whenever there is a material breach of this clause, to ensure your compliance with this clause.
- (e) **Termination:** You acknowledge that we have the right to terminate any part of this Purchase Order, including any Goods, Services, or Works, if you are found to have engaged in bribery or corruption or if we reasonably suspect that you have breached this clause.
- (f) **Compliance Procedures:** You must establish and maintain procedures, training, policies, and precautions to ensure compliance with this clause and Anti-Corruption Laws. You must provide us with your compliance procedures upon our request.
- (g) **Notification Requirements:** You must give

prompt notice and all applicable documentary evidence in writing to us if, at any time:

- A. you breach this clause;
 - B. you or we become aware of, or have reasonable grounds to believe that, an actual or potential breach of this clause has occurred; or
 - C. there is any change in the direct or indirect ownership of you that has or could have the effect of you or any of your Associates becoming a Public Official.
- (h) **Subcontractors:** You must ensure your subcontractors and subconsultants comply with the requirements of this clause.
- (i) **Survival:** The obligations contained in this clause 39 survive termination of this Purchase Order for any reason.
40. **(Termination)** We may terminate this Purchase Order at any time by no less than 5 Business Days prior notice to you in writing if there is a material change in circumstances relating to any project or projects in respect of which this Purchase Order was issued. If this Purchase Order is terminated under this clause, we will pay you for the value of the Supply completed to the date of termination and the amount we reasonably determine for costs reasonably incurred by you and which you cannot reasonably avoid or recover. We will not otherwise be liable to you for any cost, expense, loss or damage (including loss of profit). Clauses relating to intellectual property, confidentiality and privacy, liability, insurance, governing law and definitions continue to apply regardless of termination and how it was effected.
41. **(Post Termination Obligations)** Within 2 Business Days after termination or expiry of this Purchase Order, you must deliver the following to us - a written report on request on the current Supply under this Purchase Order; all plant, equipment, materials, property (including keys), documentation, information, records (including data) or other items of ours which we provided to you in connection with this Purchase Order; and any materials or other items which under this Purchase Order have become our property.
42. **(Breach or Insolvency)**
- (a) Without limiting our rights against you, if:
 - (i) you are in breach of any obligation under this Purchase Order and fail to rectify the breach:
 - A. where it involves a breach of your obligations regarding safety, protection of people, property or the environment, within 1 Business Day; or
 - B. otherwise, within 5 Business Days, after we notify you to rectify the breach; or
 - (ii) subject to sections 415D, 434J and 451E of the *Corporations Act 2001* (Cth), you become insolvent, we may:
 - (iii) terminate this Purchase Order (in whole or

- in part) immediately;
- (iv) carry out ourselves or have others carry out your obligations at your cost without any liability to you; or
- (v) suspend payment of any further amount under this Purchase Order while the breach continues.
- (b) You may terminate this Purchase Order with immediate effect upon written notice to us if:
 - (i) we breach any obligation under this Purchase Order which is incapable of remedy or which is capable of remedy, but is not remedied within a reasonable time as specified by you (which shall not be longer than 14 days) of receipt of a notice from you specifying the breach and requiring it to be remedied; or
 - (ii) we become insolvent.
- 43. **(Conflict of Interest)** You warrant to us that the Supply will not place you in a position of conflict of interest (including any of your personnel, employees, agents and subcontractors). You must fully disclose to us any such conflict or possible conflict immediately upon becoming aware of it. If we believe that the conflict may adversely affect our interests, we may terminate this Purchase Order and we will pay you for any Supply provided to us as at that date.
- 44. **(Contract Terms)** Despite any other provision,
 - (a) subject to paragraph (b) below, the terms of this Purchase Order:
 - (i) operate to the exclusion of all other terms (including in any document, standard terms and conditions, material or communication issued by you at any time (whether before or after your receipt of this Purchase Order));
 - (ii) only include documents referred to in the Supply Description in the Purchase Order Particulars to the extent those documents describe the Supply (including without limitation its performance characteristics) and not for any other purpose (including without limitation terms or conditions proposed by you for the Supply); and
 - (iii) will include documents we reasonably consider to be necessary in connection with the Supply and expressed to form part of this Purchase Order that are not known to you until after this Purchase Order is issued (including Additional Documents). We will notify you of any such documents, which apply only from the time they are made known to you. You will be taken to have accepted those documents when you continue with the performance of any activity connected with the Supply after that time. If you don't accept those documents, you may, within 20 Business Days of the date of receipt of those documents, commence a dispute under clause 46;
 - (b) where a formal agreement prepared by us and

- signed by you prior to or after the issue of this Purchase Order covers the Supply, the terms and conditions of that agreement shall apply to the Supply in place of this Purchase Order; and
- (c) no waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach of such provision or any other provision.

- 45. **(Severability)** If any term of this Purchase Order is legally unenforceable, it must be severed or read down, but only so as to maintain the original intention of the terms of this Purchase Order.
- 46. **(Dispute Resolution and Governing Law)** A party must notify the other party in writing if there is any dispute or difference (**Dispute**) between the parties relating to this Purchase Order. Within 7 days of such notification, a senior representative from each party must meet and use all reasonable endeavours to resolve the Dispute by joint discussions. Each party must continue to perform this Purchase Order in the meantime. A party may not start court proceedings until it has done this, unless the party seeks injunctive or other interlocutory relief. This Purchase Order is governed by and disputes will be heard under the law and in the courts of Queensland, Australia.
- 47. **(Definitions)** The following definitions apply to this Purchase Order:
 - (a) **"Business Day"** means any day other than a Saturday, Sunday, or public holiday in the State or Territory of Australia where the Goods are purchased, or where the Services or Works are to be performed. If a date for performance or delivery falls on a day that is not a Business Day, the performance or delivery shall be deemed to be due on the next succeeding Business Day.
 - (b) **"Commencement Date"** means the commencement date specified in the Purchase Order, or if not specified, upon your acceptance of this Purchase Order or such later date as QIC advises.
 - (c) **"Completion Date"** means the completion date specified in the Purchase Order, or where no date is specified, the date advised by QIC.
 - (d) **"Defective"** means any Goods or Services which are not in accordance with the Purchase Order or are damaged or deficient in any way.
 - (e) **"Delivery Address"** means the address for delivery of the Goods or performance of the Services as specified in the Purchase Order, or as otherwise advised to you by QIC.
 - (f) **"Delivery Date"** means the date for delivery of the Goods or Services nominated on the Purchase Order, or where no date for delivery is specified, the date advised by QIC.
 - (g) **"Goods"** means the goods, if any, described on the Purchase Order.
 - (h) **"GST"** has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (i) **"GST Act"** means the A New Tax System

(Goods and Services Tax) Act 1999 (Cth).

- (j) **"Price"** means the order total set out in the Purchase Order which is exclusive of GST.
- (k) **"Privacy Act"** means the Privacy Act 1988 (Cth).
- (l) **"Purchase Order"** means the purchase order for Goods and/or Services or Work issued by QIC to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services or Work.
- (m) **"QIC"** means QIC Limited ABN 95 942 373 762 or such other entity listed as the purchaser under "Invoice To" on the Purchase Order (QIC, we, our, us).
- (n) **"QIC Contact"** means the person identified as the QIC Contact on the Purchase Order.
- (o) **"Services"** means the services, if any, described on the Purchase Order.
- (p) **"Site"** means the site identified (if any) in the Purchase Order, or otherwise advised to you by QIC.
- (q) **"Supplier"** means the party identified as the supplier in the Purchase Order (Supplier, you, your).
- (r) **"Work"** means the work, if any described on the Purchase Order.