



PURCHASE ORDER - TERMS AND CONDITIONS

1. In these Purchase Order Terms and Conditions:
 - (a) a reference to "You" is a reference to the Supplier specified in the Purchase Order; and
 - (b) a reference to "QIC" is a reference to:
 - (i) the Entity specified in the Purchase Order; or
 - (ii) where the Entity specified in the Purchase Order is "QICP Pty Ltd - as Procurement Agent", the corresponding Owner/s of the Site to which the Supply relates as set out in Annexure A"; and
 - (c) the location to which the Supply relates is referred to as the "Site".
2. **(Performance)** You must:
 - (a) as an independent contractor, provide all things including all equipment, tools, materials and anything else necessary to complete the Supply in accordance with this Purchase Order (other than power and water which QIC will provide at no cost to you); and
 - (b) commence the Supply immediately:
 - (i) where a date for commencement of the Supply is specified in the Purchase Order, on that date; or;
 - (ii) where a date for commencement is not specified in the Purchase Order, as soon as reasonably practicable after receipt of this Purchase Order or such later date as QIC may advise,

(Date for Commencement).
3. **(Supply)** You agree the Supply includes the provision of the works, services or goods described in the Description of Services, Works or Goods in the Purchase Order.
4. **(QICP Pty Ltd – as Procurement Agent)** Where the Entity specified in the Purchase Order is QICP Pty Ltd – as Procurement Agent, the parties agree that the QIC entity entering into the Purchase Order will be the Owner/s of the Site to which the Supply relates as set out in Annexure A.
5. **(Trustee)** You agree that QIC enters into this Purchase Order as trustee of the trust for which QIC acts in entering this Purchase Order (**Trust**) and in no other capacity and you can only sue QIC in its capacity as trustee of the Trust. QIC's obligations under or in connection with this Purchase Order are limited to the extent to which QIC is actually indemnified out of the assets of the Trust, except to the extent that QIC's indemnification out of the assets of the Trust does not apply as a result of QIC's fraud, gross negligence or breach of trust.
6. **(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).
7. **(Site Access Requirements)** Before you commence any activity on the Site you must complete and pass such safety or other training or induction as QIC requires in its discretion including, to the extent required by QIC, obtaining any WHS certification required by QIC, including from any third party nominated by QIC or any other independent, reputable, and appropriately experienced and qualified certification organisation that QIC approves to provide the certification (**Site Access Requirements**). In connection with those Site Access Requirements, QIC may provide you with additional documents which will form part of this Purchase Order and must be complied with by you (as minimum requirements and without limiting any of your other obligations) (**Additional Documents**).
8. **(Invoices)** You must, after Completion of all of the Supply (and not before unless authorised by QIC in writing), submit a tax invoice which states your name, ABN, Order Number, Description of Services, Works or Goods provided, the amount claimed (being no more than the Order Total) and such other details as QIC reasonably requires to the Invoice To address specified in the Purchase Order or such other address as we advise.
9. **(Payment)** Subject to the other terms of this Purchase Order, within 15 business days after QIC receives your tax invoice provided in accordance with clause 8, QIC will pay you the amount claims (being no more than the Order Total) in accordance with the Purchase Order.
10. **(Reduction)** 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 10(a)(i)
 - (A) you may notify QIC in writing that it will seek to remedy the incomplete or defective Works 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 10(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.
11. **(Completion and Delays)** Completion of the Supply is only achieved when you have fully completed the Supply and satisfied all other matters which this Purchase Order requires to be satisfied before the completion of Supply is achieved (**Completion**). QIC will excuse you for delays which you notify QIC of promptly and which are beyond your and your subcontractors' reasonable control.
12. **(Continuing Obligations)** Your obligations under this Purchase Order will continue and not be prejudiced by:
 - (a) delivery or Completion of the whole or any part of the Supply; and
 - (b) any payment made by QIC for or in connection with the Supply.
13. **(Goods)** To the extent the Supply is for the delivery of goods:
 - (a) you must deliver the goods to the Deliver To address specified in the Purchase Order on or before the date for delivery specified in the Purchase Order or, where no date for delivery is

specified, the date that QIC may advise (**Delivery Date**);

- (b) you warrant that the goods are fit for their purpose, of merchantable quality and free and clear of all liens, charges or encumbrances;
 - (c) full unencumbered title in the goods passes to QIC upon the earlier of any payment for the goods or delivery, but risk in the goods remains with you until Completion;
 - (d) QIC may return the goods at your cost and risk if the goods or any part of them are not in accordance with this Purchase Order; and
 - (e) Completion of the Supply will only be achieved when QIC, acting reasonably, notifies you the goods are acceptable to QIC or QIC puts the goods to use (other than for testing).
14. **(Work)** To the extent the Supply is for the carrying out of work:
- (a) you must commence the Supply on the Date for Commencement and achieve Completion by the date for completion specified in the Purchase Order or, where no date for completion is specified, the date advised by QIC by which Completion of the Supply must be achieved (**Date for Completion**);
 - (b) you must ensure, and you warrant that, the work will be carried out in a proper and workmanlike manner and that the work incorporates 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.
15. **(Services)** To the extent the Supply is for the performance of services:
- (a) you must commence the Supply on the Date for Commencement and achieve Completion by the Date for Completion;
 - (b) you must use reasonable skill and care in providing the services;
 - (c) you warrant that the services will be fit for their purpose; and
 - (d) Completion of the Supply will only be achieved when you have completed all the services in accordance with this Purchase Order.
16. **(Subcontracting)**. You must not subcontract any of the Supply under this Purchase Order without QIC's prior written consent, which must not be unreasonably withheld. You are responsible for acts or omissions of subcontractors (whether or not QIC has consented to the subcontract).
17. **(Assignment)** The parties agree that QIC has selected you due to, in part, the your specialisation and capability to provide the Supply and that you have complied with QIC's procurement requirements including, without limitation, safety, modern slavery and ethical supplier requirements. You must not assign any right or obligation under this Agreement without the QIC's prior written consent.
18. **(QIC Assignment)** QIC may, by notice to you:
- (a) assign some or all of QIC's rights under this Purchase Order to a proposed transferee, without your consent; and/or
 - (b) transfer some or all of the QIC's 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 obligations of QIC under this Purchase Order that are transferred to it.

and you must sign any documents and do anything necessary to effect that assignment or transfer.

- (e) For the purposes of clause 17(d), a "Relevant Asset" means any asset owned or controlled by QIC (or any of our Related Bodies Corporate) and utilised by QIC in connection with this Purchase Order.

19. **(Intellectual Property)** You:

- (a) grant QIC an irrevocable and royalty-free licence to use any intellectual property connected with the Supply for any of QIC's own purposes; and
- (b) indemnify QIC against any loss or liability arising from third party claims in connection with the intellectual property.

20. **(Representatives)** Prior to commencing the Supply, you must notify QIC of your nominated representative and their contact details for the purpose of the Supply (**Your Representative**). You must ensure Your Representative is available at all times at the Site while you are engaged in the Supply. You agree Your Representative is authorised by you to conduct any dealings on your behalf and receive any notices from us on your behalf.

21. **(Legal Requirements)** You must ensure, and you warrant to QIC, that you have complied and will continue to comply with all applicable laws and approvals (including, without limitation, the *Privacy Act 1988* (Cth) (**Privacy Act**) and all laws and legal requirements relating to bribery, corruption, money laundering, fraud or similar activities).

22. **(Work Health and Safety)** To the extent the Supply is for the carrying out of work:

- (a) subject to paragraph (b):
 - (i) you agree that you are "principal contractor" pursuant to the legal requirements relating to health or safety in the location of the Site (**Work Health and Safety Law**) in respect of all areas which your activities relating to the provision of the Supply are being carried out at anytime;
 - (ii) where any area for which you are appointed principal contractor is controlled or owned by an entity other than QIC, QIC also appoints and authorises you to be "principal contractor" for that area on behalf of the entity;
 - (iii) despite any other provision in this Purchase Order, QIC authorises 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 Work Health and Safety Law and this clause;
 - (iv) your appointment as "principal contractor" under

this clause ends, for any area, only when:

- (A) you have completed all your activities in that area and you cease to have any access to that area; or
 - (B) QIC notifies you in writing that you are no longer the "principal contractor" in respect of that area;
- (v) you warrant that you are capable of, and have in place a work health and safety management system which is adequate for, complying with your obligations as "principal contractor"; and
 - (vi) you are responsible for ensuring that you discharge the obligations imposed on a "principal contractor" under Work Health and Safety Law even if your appointment as "principal contractor" under Work Health and Safety Law is not (or cannot be) effective for any reason (including without limitation because the nature or extent of activities to which your obligations relate do not allow the appointment of a "principal contractor" under Work Health and Safety Law); and
- (b) notwithstanding paragraph (a), to the extent that QIC notifies you that another person has management or control of the whole or any part of the Site (**Accessed Site**), you must fully cooperate with that other person and you must comply with that other person's reasonable directions (including in respect of work health and safety) in relation to any part of the Supply to be carried out on the Accessed Site.
23. **(Your General Obligations)** You are also responsible for complying with and ensuring that all of your officers, employees, agents, subcontractors or subcontractors' agents comply with all requirements (including fully discharging all duties imposed upon any of them) under or in connection with Work Health and Safety Law, whether or not QIC are also obliged to comply with or discharge any of the duties.
24. **(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 QIC or its agents, officers or employees.
25. **(Defects)** You must promptly rectify any defects in the Supply at your cost of which QIC, acting reasonably, notifies 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 QIC or its agents, officers or employees, or by any third parties after Completion.
26. **(People, Property, Environment)** You must take all possible steps to protect people from death or injury and protect the Supply, the environment and any property belonging to QIC or others from loss or damage arising from or in connection with you providing the Supply. QIC may by notice in writing immediately suspend your undertaking any activities in connection with the Supply where you breach this clause and until you have satisfied QIC that the breach has been remedied and will not reoccur.
27. **(Indemnity)** You indemnify:

- (a) QIC; and
 - (b) QIC's agents, officers and employees, against any claims, damages, losses, costs, expenses or other liabilities arising from:
 - (c) property loss or damage;
 - (d) personal injury or death (including to your employees); or
 - (e) environmental damage, which:
 - (f) arises from;
 - (g) arises in connection with; or
 - (h) is contributed to
- by, any of:
- (i) your negligence;
 - (j) your act or omission;
 - (k) the carrying out of the Supply; or
 - (l) your breach,
- except to the extent QIC, or QIC's agents', officers' or employees' breach or negligence has caused the loss, damage, injury or death.
28. **(Insurance)** Unless QIC agrees otherwise in writing, from the Date for Commencement, you must effect and maintain the following insurances:
- (a) **(Public Liability)** while you continue to have any obligations regarding the Supply, public liability insurance in the amount of \$20 million per occurrence which names QIC as an insured party;
 - (b) **(Professional Indemnity)** where you are providing any design, specification or other professional services in connection with the Supply, until at least 7 years after Completion, professional indemnity insurance in the amount of \$20 million per claim;
 - (c) **(Motor Vehicle)** while you continue to have any obligations to supply goods or perform works or services which will involve the use of a motor vehicle, 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, for the duration of the time carrying out the works, insurance of the work included in the Supply for at least 110% of the total value of the work included in the Supply which names QIC 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 Deliver To address set out in the Purchase Order and while in storage off-site for at least the amount of the value of the plant, equipment, material or goods.
29. **(Evidence of Insurance)** You must provide QIC with evidence of all policies of insurance required to be maintained by you and copies of the conditions applying to the insurance when requested.
30. **(Changes of Requirements)**

- (a) QIC may, from time to time, on reasonable grounds and acting reasonably, request that you:
- (i) accelerate or delay the progress of, change the sequence of or suspend for any period the Supply or any part of it; or
 - (ii) change the extent, character or quality of the Supply (including by adding or omitting (and having others provide) any part of the Supply or changing methods of Supply),
- (Change Request)**
- (b) 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 QIC reasonably determines having regard to the Change Request. No Price adjustment will be required where the Change Request is required due to the 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.
- (c) 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 49.
31. **(Site Access and Use)** You may only access and use the Site:
- (a) to provide the Supply;
 - (b) in accordance with QIC's reasonable directions;
 - (c) subject to QIC's right to require prompt removal of any person at any time;
 - (d) via the routes which ensure minimum disturbance and inconvenience to QIC and the public and as QIC approves from time to time;
 - (e) doing all things necessary to avoid nuisance to or interference with QIC 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 QIC may specify from time to time;
 - (h) only after completing (and ensuring any subcontractor completes) the Site Access Requirements;
 - (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 QIC's 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 QIC's prior written consent).
32. **(Existing Improvements)** You must:
- (a) not disrupt or interfere with the daily operation of the Site or any existing improvements;
 - (b) not cause any nuisance, inconvenience or disruption to users of the Site or existing improvements; and
 - (c) program the performance of the Supply so as to minimise its effect on the Site and existing improvements.
33. **(Your Responsibility)** Except to the extent expressly 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.
34. **(Privacy Act Compliance)** In relation to any "personal information" (as that term is defined in the Privacy Act), you warrant to QIC that:
- (a) you have obtained the consent of each individual about which any "sensitive information" (as that term is 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 (on terms satisfactory to QIC) setting out all of the relevant matters required by Australian Privacy Principles 5.1 and 5.2.
35. **(Anti-competitive Arrangements)** In connection with the Supply and this Purchase Order, you warrant to QIC that you have not entered into any improper or anti-competitive arrangement or understanding with any other party.
36. **(Confidentiality)** You must not disclose to third parties or use for any purpose (other than carrying out the Supply, or to the extent QIC specifically authorises 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 QIC, QIC's 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.
37. **(Disclosure)**
- (a) Except for disclosure by QIC to any Related Bodies Corporate, and use of the confidential information by such third parties in connection with this Purchase Order, QIC 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 QIC directly or indirectly in the course of or in connection with this Purchase Order.

- (b) Nothing in this clause 37 prevents a party from disclosing confidential information if disclosure of that Confidential Information is required to be made by law.

38. **(Modern Slavery)**

- (a) In this clause, modern slavery includes any conduct which constitutes modern slavery under any law, including without limitation slavery, human trafficking, servitude, forced labour and forced marriage.
- (b) You warrant and agree that:
- (i) you have not, and will not engage in any modern slavery practices;
- (ii) you have taken all steps reasonably necessary to satisfy yourself that your supply chains do not involve modern slavery practices or modern slavery risks;
- (iii) you will comply with all laws relating to modern slavery;
- (iv) you will keep all records that properly and accurately record all transactions, so as to be able to provide confirmation that you are not engaging with people or entities that may involve modern slavery risks; and
- (v) neither you, nor any of your related entities, agents or employees, have been convicted of, or pleaded guilty to, an offence involving modern slavery.
- (c) You must:
- (i) establish and maintain procedures, training, policies and precautions to ensure your compliance with this clause;
- (ii) ensure your subcontractors comply with this clause;
- (iii) give prompt notice and all applicable documentary evidence in writing to us if at any time:
- A. you (or any of your related entities, agents or employees) or any subcontractor breaches this clause;
- B. you become aware of any actual or potential modern slavery risk within any part of your supply chains; or
- C. you become aware of, or has reasonable grounds to believe that, an actual or potential breach of this clause has occurred;
- (iv) do all things necessary to immediately rectify or avoid any modern slavery risk, and provide written notice to QIC of such rectification or avoidance, including supporting documentary evidence as reasonably required by QIC;
- (v) provide all information as may be reasonably required by QIC to comply with any law or legal requirement to provide a public compliance statement in relation to modern slavery;

- (vi) without limiting any other provision of this clause, provide to QIC, within 3 days of a request from QIC, all details (in a form reasonably required by QIC) in relation to potential modern slavery risks, including without limitation details in relation to:
- A. your structure, operations and supply chains;
- B. the risk of modern slavery practices in your structure (including in respect of entities controlled by you) and supply chains;
- C. actions taken by you to assess and address any modern slavery risks, including due diligence and remediation processes, and details of your effectiveness of such actions;
- D. policies, codes of conduct and training in relation to modern slavery;
- E. details of consultation with entities owned or controlled by you; and
- F. any other matters relating to modern slavery risks as may be reasonably required by QIC for the purposes of QIC's compliance statement; and
- (vii) do anything else otherwise reasonably required by QIC in relation to compliance with all laws and legal requirements relating to modern slavery.

- (d) If you commit a breach of any obligation in relation to modern slavery, including without limitation the obligations referred to in this clause, then, despite any other provision of the Purchase Order and without prejudice to any of QIC's other rights under or in connection with the Purchase Order, QIC may, without giving notice under clause 42(a), exercise QIC's rights under clause 42(c).

39. **(Ethical Supplier)**

- (a) In this clause:
- (i) **Ethical Supplier Mandate** means the Queensland Government policy titled "Ethical Supplier Mandate 2021" or any policy that replaces that policy;
- (ii) **Ethical Supplier Threshold** means the Ethical Supplier Threshold described in paragraph 2.3 of the Queensland Procurement Policy or any policy that replaces that policy; and
- (iii) **Queensland Procurement Policy** means the "Queensland Procurement Policy 2021" or any policy that replaces that policy.
- (b) You must, in carrying out the Supply and complying with its 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 QIC's or the State's policies 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;
 - (iii) failure to comply in any respect with the requirements of the Queensland Procurement Policy will be considered a substantial breach of this Agreement.
40. **(GST and Other Taxes)** If the Order Total is exclusive of GST, QIC will pay you the GST that applies to the Supply after you provide QIC with a valid tax invoice. You must pay all taxes and charges payable in connection with the Supply. Where QIC incurs GST on any supply QIC are required to make to you, you must pay QIC that GST.
41. **(Withholding)** QIC may withhold from payment to you any amount which QIC reasonably considers QIC is or may be required by law to withhold, including PAYG and the foreign entity withholding tax.
42. **(Termination)** QIC 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, QIC will pay you:
- (a) for the value of the Supply completed to the date of termination in accordance with this Purchase Order; and
 - (b) the amount QIC reasonably determines as the amount of costs incurred (before or after termination) by you as a result of the termination which cannot reasonably be avoided or recovered from others by you, but will not otherwise be liable to you for any cost, expense, loss or damage (including loss of profit).
43. **(Post Termination Obligations)** Within 2 business days after termination or expiry of this Purchase Order (for any reason), you must deliver to QIC:
- (a) if requested, a written report on the current Supply the subject of this Purchase Order;
 - (b) all plant, equipment, materials, property (including without limitation keys), documentation, information or other items of ours which QIC provided to you in connection with this Purchase Order; and
 - (c) any of the materials or other items which under this Purchase Order have become QIC's property.

44. **(Breach or Insolvency)**

- (a) Without limiting QIC's 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, 1 business day; or
 - (B) otherwise, 5 business days, after QIC notifies you to rectify the breach; or
 - (ii) subject to sections 415D, 434J and 451E of the *Corporations Act 2001* (Cth), you become insolvent,

QIC 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 the Purchase Order while the breach continues.
- (b) You may terminate this Purchase Order with immediate effect upon written notice to QIC if:
- (i) QIC breaches 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) QIC becomes insolvent.

45. **(Conflict of Interest)**

- (a) You warrant to QIC that you are not aware of any reason why the provision of the Supply will or may place you in a position of conflict as regard any other interest or duty (including as a result of any relationship) of yours or any of your personnel, employees, agents and subcontractors.
- (b) You must fully disclose to QIC any such conflict or possible conflict immediately when you become aware of it.
- (c) You must not accept any other engagement, employment or enter into any agreement or dealing with any person which may place you in a position of conflict in respect of any obligation under this Purchase Order.

46. **(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 Description of Services, Works or Goods in the Purchase Order 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 QIC reasonably considers 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). QIC will notify you of any such documents, which apply only from the time they are made known to you and 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 40;

(b) where:

- (i) this Purchase Order is not issued under a formal signed Standing Offer; and
- (ii) a formal agreement prepared by QIC is signed by you prior to or after the issue of this Purchase Order and it covers the Supply,

the terms and conditions of that formal 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.

47. **(Completing Purchase Order)** You authorise QIC to edit or revise the Purchase Order for the purposes of correcting any errors or completing the Purchase Order to the extent required to give effect to the parties' intentions relating to the Supply or Purchase Order.

48. **(Agency)** You acknowledge that QIC, when providing this Purchase Order, acts as agent for the owner of each Site or centre in respect of which the Supply is provided (to the extent that Site or centre is not owned by QIC).

49. **(Severability)** If any term of this Purchase Order is legally unenforceable or made inapplicable, it must be severed or read down (including by the severance of any particular sub-clause), but so as to maintain (as far as possible) the original effect and intention of the terms of this Purchase Order.

50. (Dispute Resolution)

(a) If there is any dispute or difference (**Dispute**) between the parties arising out of or in connection with this Purchase Order (including as to any determination made by QIC pursuant to a provision of this Purchase Order), then within 7 days of a party notifying the other party in writing of the Dispute, a senior representative from each party (who must have authority to negotiate and settle the Dispute) must meet and use all reasonable endeavours to resolve the Dispute by joint discussions.

(b) A party may not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief. Despite the existence of a Dispute, each party must continue to perform this Purchase Order

51. **(Rights and Obligations of Multiple Parties)** To the extent that:

(a) **(Multiple QIC Entities)** QIC comprises more than one entity:

- (i) this Purchase Order benefits each such entity jointly and severally; and
- (ii) this Purchase Order binds each such entity severally to the extent of their respective shares set out in this Purchase Order or, if those shares are not otherwise stated in this Purchase Order, in equal shares; and

(b) **(Multiple Supplier Entities)** If you comprise more than one entity, each such entity is jointly and severally bound by this Purchase Order.

Annexure A – Owners

Where a Purchase Order relates to a Site listed below, the parties agree that 'QIC' for the purposes of this Purchase Order comprises the corresponding entity or entities identified as Owner/s for that Site as identified in the table below:

Site	Owner/s
Robina Town Centre	QIC Robina Pty Ltd (ACN 080 215 354) as trustee for QIC Robina Trust (ABN 98 129 955 018)
APVC Building and Riverwalk	QIC Robina Pty Ltd (ACN 080 215 354) as trustee for QIC Robina Trust (ABN 98 129 955 018)
Robina Super Centre	QIC Robina Pty Ltd (ACN 080 215 354) as trustee for QIC Robina Trust (ABN 98 129 955 018)
Grand Central Shopping Centre	QIC Limited (ACN 130 539 123) as trustee for QIC Grand Central Trust (ABN 66 686 839 924)
Logan Hyperdome Shopping Centre	QIC Logan Hyperdome Pty Ltd (ACN 076 279 699) as trustee for QIC Logan Hyperdome Trust (ABN 26 864 142 551)
	QIC Logan Hyperdome (No. 2) Pty Ltd (ACN 135 625 786) as trustee for QIC Logan Hyperdome (No.3) Trust (ABN 18 244 717 991)
Logan Shopping Village	QIC Logan Hyperdome Pty Ltd (ACN 076 279 699) as trustee for QIC Logan Hyperdome Trust (ABN 26 864 142 551)
	QIC Logan Hyperdome (No. 2) Pty Ltd (ACN 135 625 786) as trustee for QIC Logan Hyperdome (No.3) Trust (ABN 18 244 717 991)
Loganholme Home Centre	QIC Logan Hyperdome Pty Ltd (ACN 076 279 699) as trustee for QIC Logan Hyperdome Trust (ABN 26 864 142 551)
	QIC Logan Hyperdome (No. 2) Pty Ltd (ACN 135 625 786) as trustee for QIC Logan Hyperdome (No.3) Trust (ABN 18 244 717 991)
98 Mandew Street, Beaufort Centre	QIC Logan Hyperdome Pty Ltd (ACN 076 279 699) as trustee for QIC Logan Hyperdome Trust (ABN 26 864 142 551)
	QIC Logan Hyperdome (No. 2) Pty Ltd (ACN 135 625 786) as trustee for QIC Logan Hyperdome (No.3) Trust (ABN 18 244 717 991)
Castle Towers Shopping Centre and Castle Mall Shopping Centre	QIC Limited (ACN 130 539 123) as trustee for QIC Castle Towers Trust (ABN 19 391 557 971)
Westpoint Shopping Centre	QIC Limited (ACN 130 539 123) as trustee for QIC Westpoint Trust (ABN 62 081 950 223)
Eastland Shopping Centre	Eastland Property Holdings Pty Ltd (ACN 055 780 295) as trustee for Eastland Shopping Centre Trust (ABN 76 955 253 249)
Coburns Central Shopping Centre	Pacific Echo Pty Limited (ACN 074 053 446) as trustee for Melton Property Trust (ABN 22 210 409 087)
Woodgrove Shopping Centre	Pacific Echo Pty Limited (ACN 074 053 446) as trustee for Melton Property Trust (ABN 22 210 409 087)
Watergardens Town Centre	Watergardens Pty Ltd (ACN 066 225 205) as trustee for Watergardens Trust (ABN 77 988 181 838)

Site	Owner/s
Canberra Centre (Sections 53, 56)	Canberra Centre Investments Pty Ltd (ACN 067 682 893) as trustee for Canberra Centre Investment Trust (ABN 19 035 633 009)
	QIC Limited (ACN 130 539 123) as trustee for Canberra Centre (No.2) Investment Trust (ABN 13 895 525 160)
Canberra Centre (Sections 84, 96, 97)	Canberra Centre Investments Pty Ltd (ACN 067 682 893) as trustee for Canberra Centre Investment Trust (ABN 19 035 633 009)
	QIC Westpoint Pty Ltd (ACN 080 215 194) as trustee for QIC March 2001 Trust (ABN 98 808 592 480)
Craigieburn Junction	QIC Craigieburn Junction Pty Ltd (ACN 649 439 341) as trustee for QIC Active Retail Property Fund Craigieburn Junction Trust (ABN 85 975 014 287)
EastCo	Eastland Ringwood Office Pty Ltd (ACN 636 289 319) as trustee for Eastland Ringwood Office Trust (ABN 47 495 115 053)
Claremont Quarter	QIC CM Pty Ltd (ACN 135 626 121) as trustee for QIC CM Trust (ABN 49 857 574 251)
	SPB (Australia) Pty Ltd (ACN 071 334 435) as trustee for Seashy Trust (ABN 75 735 936 467)
Merrifield Town Centre	QIC Merrifield Pty Ltd (ACN 135 625 991) as trustee for QIC Merrifield Trust (ABN 85 395 787 553)
	Walshbrook Pty Ltd (ACN 165 972 449) as trustee for Walshbrook Unit Trust (ABN 89 116 205 319)
Pacific Werribee Shopping Centre	Wadren Pty Ltd (ACN 005 537 235) as trustee for The Hoppers Crossing Unit Trust (ABN 83 405 769 465)
	QIC Werribee Pty Ltd (ACN 624 121 204) as trustee for QIC Werribee Trust (ABN 76 994 021 211)
Pacific Epping Shopping Centre	Bevendale Pty Ltd (ACN 006 392 267) as trustee for The Epping Unit Trust (ABN 91 618 997 822)
	QIC Epping Pty Ltd (ACN 624 121 508) as trustee for QIC Epping Trust (ABN 13 100 542 148)
Hoppers Crossing Shopping Centre	Rillana Pty Ltd (ACN 005 315 364) as trustee for Hintel Unit Trust (ABN 49 227 331 664)
Hinkler Central	QIC Retail Pty Ltd (ACN 076 279 546) as

Site	Owner/s
	trustee for QIC Active Retail Property Fund (ABN 93 785 517 296)
Domain Central + Building F	QIC Retail Pty Ltd (ACN 076 279 546) as trustee for QIC Active Retail Property Fund (ABN 93 785 517 296)
Bathurst City Centre	QIC Retail Pty Ltd (ACN 076 279 546) as trustee for QIC Active Retail Property Fund (ABN 93 785 517 296)
63 George Street	QIC Private Capital Pty Ltd (ACN 076 279 528) as trustee for QS 3 63G Trust (ABN 92 570 676 213)
	QIC Infrastructure Management No.2 Pty Ltd (ACN 135 625 286) as trustee for QIC Office Fund 63G Trust (ABN 84 151 441 690)
54 Mary Street	QIC Private Capital Pty Ltd (ACN 076 279 528) as trustee for QS Property Trust No.1 (ABN 62 648 127 592)
	QIC Infrastructure Management No.2 Pty Ltd (ACN 135 625 286) as trustee for QIC Office Fund (ABN 86 869 609 456)
111 George Street	QIC Private Capital Pty Ltd (ACN 076 279 528) as trustee for QS Property Trust No.1 (ABN 62 648 127 592)
	QIC Infrastructure Management No.2 Pty Ltd (ACN 135 625 286) as trustee for QIC Office Fund (ABN 86 869 609 456)
33 Charlotte Street	QIC Private Capital Pty Ltd (ACN 076 279 528) as trustee for QS Property Trust No.1 (ABN 62 648 127 592)
	QIC Infrastructure Management No.2 Pty Ltd (ACN 135 625 286) as trustee for QIC Office Fund (ABN 86 869 609 456)
62 Mary Street	QIC Private Capital Pty Ltd (ACN 076 279 528) as trustee for QS Property Trust No.1 (ABN 62 648 127 592)
	QIC Infrastructure Management No.2 Pty Ltd (ACN 135 625 286) as trustee for QIC Office Fund (ABN 86 869 609 456)
Forest Lake Shopping Centre	QIC Limited (ACN 130 539 123) as trustee for QIC Australia Core Plus Fund (ABN 76 849 606 305)
Kippa Ring Shopping Centre	QIC Limited (ACN 130 539 123) as trustee for QIC Australia Core Plus Fund (ABN 76 849 606 305)
Nerang Mall	QACPF Nerang Mall Pty Ltd (ACN 615 325 347) as trustee for QACPF Nerang Mall Trust (22 889 385 530)
The Village, Upper Mount Gravatt	QACPF The Village Mt Gravatt Pty Ltd (ACN

Site	Owner/s
	615 325 749) as trustee for QACPF The Village Mt Gravatt Trust (ABN 94 497 146 733)
Big Top Shopping Centre	QACPF Big Top Pty Ltd (ACN 615 326 853) as trustee for QACPF Big Top Trust (ABN 33 581 103 251)
Ryan Plaza	QACPF Big Top Pty Ltd (ACN 615 326 853) as trustee for QACPF Big Top Trust (ABN 33 581 103 251)
Pittwater Place Shopping Centre	QACPF Pittwater Place Pty Ltd (ACN 615 327 958) as trustee for QACPF Pittwater Place Trust (ABN 63 218 440 681)
1 Chandos Street	QIC Limited (ACN 130 539 123) as trustee for QIC Australia Core Plus Fund (ABN 76 849 606 305)
350 Eastern Valley Way	QIC Limited (ACN 130 539 123) as trustee for QIC Australia Core Plus Fund (ABN 76 849 606 305)
301 Grand Junction Road	QIC Limited (ACN 130 539 123) as trustee for QIC Australia Core Plus Fund (ABN 76 849 606 305)
60-70 Purling Avenue, Edinburgh	QACPF Purling Avenue Pty Ltd (ACN 615 329 112) as trustee for QACPF Purling Avenue Trust (ABN 87 237 303 540)
Coomera Town Centre	QIC Coomera Pty Ltd (ACN 080 215 309) as trustee for QIC Coomera Trust (ABN 95 803 820 503)
	Scentre Management Limited (ACN 001 670 579) as trustee for Scentre Sub Trust J (ABN 39 933 998 591)
Coomera Land	QIC Coomera Pty Ltd (ACN 080 215 309) as trustee for QIC Coomera Trust (ABN 95 803 820 503)
CB Fisher Drive	QACPF CB Fisher Drive Pty Ltd (ACN 662 038 673) as trustee for QACPF CB Fisher Drive Trust (ABN 26 445 765 190)
	FPT CB Fisher Drive Pty Limited (ACN 663 198 954) as trustee for FPT CB Fisher Drive Trust (ABN 18 293 073 889)
405 Newman Road	QACPF Newman Road Pty Ltd (ACN 654 864 874) as trustee for QACPF Newman Road Trust (ABN 28 691 288 603)
	TAP III Geebung Pty Limited (ACN 641 382 283) as trustee for TAP III Geebung Trust (ABN 59 696 706 017)
2-10 Kewdale Road	QACPF Kewdale Road Pty Ltd (ACN 664 096 584) as trustee for QACPF Kewdale Road Trust (ABN 81 548 524 677)

	FPT Kewdale Road Pty Limited (ACN 664 594 209) as trustee for FPT Kewdale Road Trust (ABN 20 289 832 010)
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