

## 1. Order Process

GTE will issue a Purchase Order which, together with these terms and conditions is an offer to the Supplier. The Supplier can accept this Order by notifying GTE in writing, or by supplying the Goods or Services to GTE.

## 2. Scope

The Supplier will supply, and GTE will acquire and pay for, the Goods and/or Services in accordance with the Order.

## 3. Supply of Goods

The Supplier will pack the Goods so as to ensure their secure and safe delivery. The Supplier will deliver the Goods to GTE at the Delivery Point by the Delivery Date. The Supplier will deliver with the Goods any documentation (including manuals, installation instructions and reference material) required to enable the Goods to be used by GTE. Until delivery is accepted by an authorised officer of GTE by signing for receipt of the Goods, risk of loss or damage to the Goods remains with the Supplier. Title in the Goods passes to GTE upon delivery for the Goods.

## 4. Supply of Services

The Supplier will supply the Services punctually and with due care, skill and diligence, and otherwise in the manner and timing GTE reasonably requires. The Supplier warrants that it has the necessary skills, qualifications, admissions and expertise to perform the Services in accordance with the Order. Unless otherwise agreed in writing, the Supplier will provide all equipment, personnel, and other resources necessary for the Supplier requires to perform the Services. If the Services are to be performed at a workplace of GTE, the Supplier must comply with all reasonable directions, policies and procedures of GTE in relation to health, safety and occupation of the workplace.

## 5. Price and Payment

Unless otherwise agreed in writing, the Price includes all Government taxes, duties and charges, including GST. Unless otherwise agreed in writing, the Supplier must invoice GTE no later than the last day of the month in which the Goods were accepted by GTE or Services were completed in accordance with the Order. All invoices must: (i) be a proper tax invoice; (ii) include the number of the Order; (iii) properly identify the Goods or Services for which payment is being invoiced; and (iv) specify the amount due for payment in accordance with the Order. GTE will pay invoices no later than the last day of the subsequent month following the date of receipt of a correctly rendered tax invoice. GTE is not liable to pay for Goods or Services which GTE reasonably determines as not being supplied in accordance with the Order. Where GTE queries or disputes any amount included in an invoice, GTE does not have to pay the relevant portion of the invoice until the query or dispute is resolved.

## 6. Quality

Where the Goods or Services are Defective, GTE may, without prejudice to GTE's other rights and remedies, at its option: (i) reject the Goods or Services; (ii) require the Supplier to immediately rectify the Goods or Services that are Defective or re-supply the Goods or Services, both at the Supplier's own cost; or (iii) accept the Goods or Services on terms acceptable to GTE (including a reasonable reduction to the Price). The Supplier will promptly collect any rejected Goods from GTE and refund all amounts paid by GTE in respect of rejected Goods or Services.

## 7. GTE Property

GTE Property remains the property of GTE. The Supplier will not use or modify GTE Property except in the proper performance of the Order. The Supplier will take good and reasonable care of GTE Property and hand over to GTE any GTE Property when it is no longer reasonably required by the Supplier in accordance with the Order or in any case within 7 days of a request by GTE.

## 8. Confidentiality

The Supplier must treat as confidential all information provided by or obtained from GTE in relation to this Order, and not disclose such information to any person except: (i) to its personnel and advisors on a need-to-know basis but on the basis the Supplier shall ensure such people keep the information confidential; (ii) with GTE's written consent; (iii) if required by law; or (iv) if it is in the public domain, except as a result of a breach of the Order.

## 9. Warranty

The Supplier warrants that: (i) during the Warranty Period the Goods are not Defective; (ii) the Goods are new and have not been previously used; (iii) at the time title in the Goods passes to GTE, the Goods are free from all liens, charges and encumbrances; (iv) use of the Goods by GTE will not infringe another person's intellectual property or any other rights; and (v) the Goods comply with all applicable laws. Without limiting clause 6, if the Goods are Defective during the Warranty Period, GTE may advise the Supplier and the Supplier will arrange for the repair or replacement (as necessary) of the Goods at no cost to GTE.

## 10. WHS Legislation

As soon as practicable, the Supplier must report to GTE: (i) any breach of the WHS Legislation; or (ii) any notifiable incident under the WHS Legislation, that occurs in relation to the supply of Goods or Services under the Order. The Supplier is responsible for notifying the regulator about any notifiable incidents in accordance with the WHS Legislation. The Supplier must reasonably consult, cooperate and coordinate activities with the GTE in relation to any matters under the WHS Legislation, including where there are mutual obligations. The Supplier must provide the Goods and Services in accordance with WHS Legislation.

## 11. Indemnity

The Supplier indemnifies and will defend GTE against all claims, liabilities, losses, damages, costs, including legal costs and expenses made or awarded against, or suffered or incurred by, GTE arising from or incurred in connection with a breach of, or negligence in relation to the Order, by the Supplier. In conducting a claim, suit or action in respect of which the Supplier indemnifies GTE, the Supplier will, at the Supplier's expense, comply with the reasonable directions of GTE.

## 12. Insurances

The Supplier shall, at its cost, procure and maintain for the Warranty Period the following policies of insurance:

(a) in respect of the supply of any Goods and/or Services under the Order, public and products liability insurance covering all third party claims in respect of damage, injury, loss, destruction or death of (as applicable) persons or property for: (i) general liability in respect of any one claim and unlimited as to the number of claims: \$20 million; and (ii) products liability in respect of any one claim or number of claims in the aggregate: \$20 million;

(b) in respect of the supply of any Services under this Order, professional indemnity insurance covering professional services and the limit of cover must be no less than \$10 million per claim; and \$10 million in the aggregate; and

(c) workers' compensation insurance as required by law,

before the commencement of any supply of Goods and/or Services and provide satisfactory evidence of such insurances to GTE upon request by GTE at any time. Insurances effected and maintained under this clause 12 shall not limit liabilities or obligations of the Supplier under other provisions of the Order.

## 13. Statutory Warranty

Supplier Goods come with guarantees that cannot be excluded under Australian Consumer Law. Without limiting clauses 9 and 11, GTE is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. GTE is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## 14. Changes and Cancellation

GTE may cancel an Order for Goods by notifying the Supplier prior to the acceptance of the Goods. GTE may change, suspend or cancel an Order for Services by notifying the Supplier in writing. Where GTE changes the Services, the Price will be subject to a reasonable adjustment as reasonably determined by GTE. Where GTE suspends the Services, payment will be suspended until GTE notifies the Supplier to resume the Services. Where GTE cancels the Services after the Supplier has commenced performing them, GTE will pay the Supplier a reasonable price for the Services performed and reimbursement for reasonable expenses incurred as a result of cancellation, as reasonably determined by GTE (which collectively, together with any amounts already paid, will not exceed the Price).

## 15. General

(i) The Supplier will not assign its rights under this Order without the prior written consent of GTE.

(ii) The Supplier will comply with applicable laws and standards and, when on GTE premises, comply with all GTE policies.

(iii) The Supplier will cooperate with GTE and comply with any reasonable direction given by GTE in relation to the supply of Goods or Services or any other matter that is relevant to the Order.

(iv) If the Supplier becomes aware of a matter which is likely to affect the ability of the Supplier to perform this Order, it will immediately notify GTE of it.

(v) GTE may set off money due to GTE from the Supplier, or damages, costs or expenses recoverable by GTE from the Supplier, against money due to the Supplier under this Order or another contract between the parties.

(vi) If any part of this Order is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Order.

(vii) Clauses 6 to 13 will survive the cancellation or completion of this Order.

(viii) Subject to clause 13, this Order constitutes the entire agreement between GTE and the Supplier in relation to its subject matter. The Supplier acknowledges that any terms printed on the Supplier's invoice or other documentation do not apply and are excluded from the Order.

(ix) This Order is governed by and construed in accordance with Western Australian law and the parties submit to the jurisdiction of the Courts of Western Australia.

(x) Unless otherwise specified in the Order, the Order may only be varied by a document signed by each party.

(xi) Failure or omission by a party to require strict or timely compliance with any provision of this Order will not affect any right of that party to remedies it may have in respect of any breach of a provision.

(xii) The Supplier may not subcontract its obligations without GTE's prior written consent.

(xiii) The Supplier's appointment is non-exclusive, so GTE may acquire similar Goods or Services from other persons or perform similar Services itself.

## 16. Interpretation

In the Order (i) clause headings are inserted for convenience only and do not affect interpretation; (ii) to the extent of any inconsistency between these terms and conditions and the details in the Purchase Order, these terms and conditions prevail; (iii) "includes" in any form is not a word of limitation; and (iv) the Price is in Australian currency and an obligation to pay money is an obligation to pay in Australian dollars; and the following terms are defined:

**Defect** means that the Goods or Services: (i) do not conform to the Specifications; (ii) have an error, defect or malfunction; (iii) are not fit for the purpose made known by GTE or are not of acceptable quality as that term is defined in section 54 of the Australian Consumer Law; (iv) do not conform with the description or a sample or test item provided by the Supplier; or (v) otherwise do not comply with the requirements of the Order,

**Defective** means that the Goods or Services have a Defect.

**Delivery Date** means the delivery date specified in the Purchase Order or, if no date is specified, the date notified by GTE to Supplier or if no such date a reasonable time after the date of the Order. GTE and the Supplier may agree, in writing, a different Delivery Date.

**Delivery Point** means the location specified in the 'Delivery Details' section of the Purchase Order or as otherwise notified by GTE.

**Goods** means the goods specified in the Purchase Order.

**GTE** means GTE Group Pty Ltd.

**GTE Property** means any property or information of GTE in the custody or control of the Supplier or its personnel or its contractors

**Order** means the details on the Purchase Order issued to and accepted by the Supplier and the clauses in these order terms and conditions.

**Purchase Order** means a purchase order issued to the supplier by GTE.

**Price** means the price specified in the Purchase Order.

**Services** means the services specified in the Purchase Order.

**Specifications** means, as applicable, each of: (i) specifications in these terms and conditions; (ii) specifications in, or referred to in, the Purchase Order; (iii) the documentation required to be provided under clause 3; and (iv) the current applicable specifications published generally by the

manufacturer of the Goods. To the extent of any direct inconsistency between these specifications, the specifications listed earlier in this definition prevail over those listed later.

**Supplier** means the person identified in the Purchase Order as the supplier.

**Warranty Period** means the period commencing on delivery of the Goods to GTE and continuing for the period of 12 months or such longer period specified in the Purchase Order.

**WHS Legislation** means the Work Health and Safety Act 2020 (WA) and the Work Health and Safety (General) Regulations 2022 (WA), any relevant codes of practice, guidelines and advisory standards.