

## PURCHASE ORDER STANDARD TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1 In these Standard Conditions, except to the extent that the context otherwise requires:

'Act of Insolvency' is deemed to occur if the Supplier:

- (a) informs another person in writing or creditors generally that it is insolvent;
- (b) commits an act of bankruptcy;
- (c) has a bankruptcy petition presented against it;
- (d) is made bankrupt;
- (e) a receiver, manager, receiver and manager, trustee, administrator, controller (as that term is defined in section 9 of the *Corporations Act 2001* (Cth)) is appointed in respect of the Supplier or any asset of the Supplier;
- (f) a liquidator or provisional liquidator is appointed in respect of the Supplier;
- (g) an application is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
  - (A) appointing a person referred to in paragraph (e) or (f);
  - (B) winding up the Supplier; or
  - (C) proposing or implementing a scheme or arrangement in respect of the Supplier;
- (h) the Supplier stops or suspends payment to creditors generally or enters into an arrangement, assignment or composition with or for the benefit of its creditors generally or any class of them or proposes to do so; or
- (i) anything analogous or having a similar effect to an event listed in paragraphs (a) to (h) occurs;

'Business Day' means any day which is not a Saturday, a public holiday, nor Sunday or a public holiday or 27, 28, 29, 30 or 31 December in any year at the Delivery Place;

'Code' means the *Building Code 2013* and the current version of any other State/Territory specific 'code' and each of their 'implementation guidelines' or similar applicable in the place where the Goods are being delivered;

'Contract' means:

- (a) these Standard Conditions;
- (b) the Purchase Order; and
- (c) any other documents referenced in (a) or (b),

and in the event of an inconsistency, the order of precedence above will apply;

'Delivery Place' means the place specified in the "Delivery Address" section of the Purchase Order;

'Delivery Date' means the time and/or date for delivery for the Goods specified in the Purchase Order. If no time/date is specified in the Purchase Order, it is the time/date which has been notified to the Supplier by Golding or the time/date which an objective third Party would consider reasonable having regard to the intended purpose of the Goods;

'Golding' means Golding Contractors Pty Ltd (ABN 88 009 734 794);

'Golding's Representative' means the person specified as Golding's contact person on the Purchase Order;

'Goods' means the products, goods, items or similar to be supplied by the Supplier to Golding, as specified or referenced in the Purchase Order. For clarity, the supply of Goods includes the provision of the Services;

'GST' has the same meaning as in the GST Law;

'GST Law' has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

'Intellectual Property' means any invention, patent, trade mark, copyright, industrial design or process of manufacture or similar right;

'Legislative Requirements' includes:

- (a) acts, regulations, by-laws, ordinances, orders, awards, local laws and proclamations of the Commonwealth and the State or Territory relating to the supply of Goods; and
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the supply of Goods;
- (c) fees and charges payable in connection with paragraphs (a) and (b);

'Party' or 'Parties' means Golding or/and the Supplier;

'PPE' means, at a minimum, a long sleeved shirt with reflective tape, long work trousers or work jeans, a hard hat, eye protection, steel cap boots, sunscreen, safety/rigging gloves and ear protection;

'Purchase Order' means the formal "Purchase Order" issued by Golding to the Supplier in relation to the Goods;

'RCTI' means recipient created tax invoice as defined by the GST Law;

'Services' means any services which are incidental to, or required for, the supply of the Goods by the Supplier, including fabrication, testing, customs arrangements and transportation, whether or not specified in the Purchase Order;

'Standard Conditions' means these "Purchase Order Standard Terms and Conditions";

'Supplier' means the person specified in the "Vendor Address" field of the Purchase Order;

'Tax Invoice' has the same meaning as in the GST Law; and

'Taxable Supply' has the same meaning as in the GST Law.

1.2 In the Contract, except to the extent that the context otherwise requires:

- (a) words importing the singular include the plural and vice versa unless the context otherwise requires;
- (b) references to 'A\$', 'dollar', '\$' or "AUD" and to any amount not otherwise designated is to be construed as a reference to Australian currency;
- (c) clause headings are for convenience of reference only and shall not effect the construction of this Contract;
- (d) a reference to a person includes a firm, body corporate or unincorporated association or authority;
- (e) 'includes' in any form is not a word of limitation; and
- (f) any reference to time is to the time at the Delivery Place.

1.3 Nothing in the Contract will be construed or interpreted against Golding or to Golding's disadvantage on the basis that Golding prepared or caused the Contract to be prepared.

### 2. ACCEPTANCE OF ORDER

2.1 Notwithstanding clause 2.2, the consignment or supply of any Goods or the commencement of performance of any Services by the Supplier will constitute acceptance by the Supplier of the Contract.

2.2 If the Supplier is unable to or does not wish to totally comply with every aspect of the Contract (including the supply of the total order, the exact items specified or the required Delivery Date or any of the Standard Conditions), the Supplier must notify Golding's Representative in writing within 48 hours of receipt of the Purchase Order. Failure to notify within this time is deemed acceptance of the Contract by the Supplier.

2.3 Where the Parties have agreed upon, and Golding has signed a negotiated contract, in connection with the supply of the Goods (whether before or after the Purchase Order is issued), the terms and conditions of that contract will apply.

2.4 Subject to clause 2.3, the Contract exclusively governs the relationship between the Parties in connection with the supply of the Goods to the exclusion of any documentation, arrangement or terms and conditions, including those of the Supplier.

2.5 Upon acceptance of the Contract by the Supplier in accordance with this clause 2, the Supplier agrees to supply the Goods to Golding, at the Delivery Place, by the Delivery Date and otherwise in accordance with this Contract.

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### 3. PRICE

- 3.1 Subject to clause 3.2 and unless otherwise stated in the Purchase Order, the lump sum price or rates shown on the Purchase Order are firm in Australian Dollars and not subject to variation or rise and fall without Golding's prior written approval.
- 3.2 Unless stated otherwise on the Purchase Order, the lump sum price or rates shown on the Purchase Order are inclusive of all delivery, cartage and freight charges, wrapping and packaging costs, taxes (excluding GST), tariffs, duties, customs levies, excise, insurance, wharfage charges, storage charges and sales taxes, and any other statutory costs, personnel charges, impositions, charges or out-of-pocket or other expenses incurred up to actual delivery of the Goods to Golding to the point stated in the 'Delivery Address' field of the Purchase Order.

### 4. VARIATIONS

- 4.1 Golding reserves the right at any time to vary the Goods required, Delivery Place or Delivery Date by written direction. If a variation causes an increase or decrease in the lump sum price or rates shown on the Purchase Order (excluding loss of profits), the Supplier must notify the Golding Representative within 5 Business Days of receipt of the variation.
- 4.2 If the Supplier does not notify Golding within the timeframe specified in clause 4.1, the Supplier will be obligated to perform the variation and will be barred from making any claim whatsoever against Golding in connection with the variation. If the Supplier notifies Golding under clause 4.1 within the required timeframe, the Supplier must not (unless directed otherwise by Golding) effect the variation until the Parties have negotiated an equitable adjustment to the price and/or Delivery Date. If the Parties cannot agree on an equitable adjustment to the price and/or Delivery Date, Golding may exercise its rights under clause 17.2.

### 5. INVOICING & PAYMENT

- 5.1 Provided that the Goods have been accepted in writing by Golding, at any times specified in the Purchase Order (if any), or otherwise after the Goods have been delivered to the Delivery Place, the Supplier must send a valid Tax Invoice addressed to Golding to the following address:

ACCOUNTS PAYABLE  
GOLDING CONTRACTORS PTY LTD  
PO BOX 1643  
MILTON BC QLD 4064  
Email: [accounts@golding.com.au](mailto:accounts@golding.com.au)

- 5.2 Golding is not obliged to pay any Tax Invoice that:
- does not contain a valid Purchase Order number;
  - does not attach a copy of the delivery note/docket or similar signed by Golding; and
  - is not for the price specified in the Purchase Order, and any such invoice will be returned to the Supplier unpaid.
- 5.3 Golding may deduct or set-off from any monies due or becoming due to the Supplier:
- any and all costs, charges, damages and expenses which Golding may have suffered, paid or incurred in connection with or arising out of the subject of the Purchase Order for which the Supplier is or was liable but failed to pay plus a 10% mark up; and
  - all debts owing by the Supplier to Golding on any account whatsoever plus a 10% mark up,
- 5.4 If Golding notifies the Supplier of a deduction or set-off under clause 5.3 or that it does not agree with the amount of Tax Invoice issued by the Supplier, the Supplier must immediately retract its Tax Invoice and issue a replacement Tax Invoice which complies with clause 5.2 in the amount directed by Golding.
- 5.5 If the Supplier does not issue a Tax Invoice to Golding in accordance with clause 5.4, Golding may issue a RCTI to the Supplier for the amount directed by it under clause 5.4. In this regard, Golding and the Supplier agree:
- they are, and will remain, registered for GST until the discharge of all obligations under this clause;
  - the Goods being delivered under the Contract are of the type for which a RCTI can be issued;
  - where Golding issues a RCTI under this clause, the Supplier will not issue a Tax Invoice for those Goods; and
  - the Supplier and Golding will immediately notify the other if and when they cease to be registered for GST.

- 5.6 Subject to the remainder of subclauses in this clause 5, if the Goods are delivered in:

- Queensland, the amount Tax Invoice or RCTI (as applicable) will be paid on or before the day which is one (1) month and 15 days of the end of the month in which the Tax Invoice for the correct amount was received by Golding or the RCTI was issued by Golding;
- the Northern Territory, the amount of Tax Invoice or RCTI will be paid on or before the day which is:
  - one (1) month and 15 days of the end of the month in which the Tax Invoice for the correct amount was received by Golding or the RCTI was issued by Golding; or
  - 50 days from receipt by Golding of the original Tax Invoice issued under clause 5.1, whichever is the earlier; or
- New South Wales, the amount of the Tax Invoice or RCTI will be paid on or before the day which is:
  - one (1) month and 15 days of the end of the month in which the Tax Invoice for the correct amount was received by Golding or the RCTI was issued by Golding; or
  - 30 Business Days from receipt by Golding of the original Tax Invoice issued under clause 5.1, whichever is the earlier.

- 5.7 At any time, and from time to time, Golding may, by a further assessment, correct any error that has been discovered by Golding in any previous payment.

- 5.8 All payments by Golding are made on account. No payment of money by Golding under this clause will be deemed evidence that any Goods to which such payment relates have been delivered in accordance with the Contract.

### 6. PACKAGING, MARKING AND CONSIGNMENT

- 6.1 All Goods supplied under the Contract must be:
- clearly marked with the Purchase Order number;
  - safely and securely packed;
  - prepared for collection and/or transportation so as to comply with all Legislative Requirements; and
  - packed to prevent the ingress of dust and moisture and reasonable impact damage.

### 7. DELIVERY DOCUMENTATION, INSPECTION AND ACCEPTANCE

- 7.1 The Supplier must ensure that all Supplier delivery documentation bears the applicable Purchase Order number and the Delivery Place.
- 7.2 Where practical, the Supplier's delivery documentation should be attached to each box, container or item. The Supplier's delivery documentation must include any relevant material safety data sheets for any items supplied.
- 7.3 The quantity of Goods delivered must not be greater than the amount specified in the Purchase Order or as subsequently varied by Golding. Golding may return excess quantities to the Supplier at the address specified in the Purchase Order at the Supplier's expense.
- 7.4 Signing of the Supplier's delivery documentation by Golding's nominated carrier or other representative does not constitute acceptance of the Goods by Golding.
- 7.5 Golding reserves the right to conduct a thorough inspection of the Goods prior to acceptance. If the inspection reveals that the Goods, or any component of the Goods, do not comply with the description, conditions and warranties of the Contract, Golding may reject the Goods or component of the Goods, by giving written notice of rejection to the Supplier. If the Goods are rejected, the Supplier will bear all costs associated with the return, replacement and/or rectification of the Goods.

### 8. SPECIFICATIONS

- 8.1 Unless otherwise agreed in writing, the Supplier is fully responsible for the design, supply of materials, fabrication, testing, packaging, loading onto and off transport and delivery of the Goods in accordance with Golding's specifications detailed in the Purchase Order. If no specifications are included in the Purchase Order, the Supplier must comply with the directions (written and oral) of Golding in relation to the requirements for the Goods, or otherwise comply with those specifications which a reasonable person would consider necessary. Golding reserves the right to verify at the Supplier's premises that the

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Goods conform to the specification at any time prior to the Delivery Date.

- 8.2 Substitute Goods will not be accepted without Golding's prior written approval.
- 8.3 The Supplier confirms that it has requested from Golding and is in possession of all drawings, specifications and other documentation necessary to ensure compliance Golding's requirements for the Goods.

### 9. RISK AND TITLE

- 9.1 The Supplier is responsible for and accepts risks in the Goods until they have been accepted in writing by Golding.
- 9.2 Without prejudice to Golding's right to return the Goods to the Supplier, title to the Goods (free of encumbrances and all other adverse interests and risk in the Goods), will pass to Golding on delivery to the Delivery Place, irrespective of whether payment has been made by Golding or not.
- 9.3 Goods are for use or resale by Golding or its associated companies and may be incorporated in any products. No claim for additional compensation may be made by the Supplier as a result of the use or resale of the Goods by Golding.

### 10. TIME FOR PERFORMANCE

- 10.1 Time is of the essence and the Supplier will ensure the Goods are delivered to the Delivery Place by the Delivery Date.
- 10.2 If the Supplier is delayed, or becomes aware of the likelihood of being delayed in the delivery of the Goods or performance of the Services by circumstances which could not reasonably have been foreseen by the Supplier and are beyond the Supplier's control, the Supplier must notify Golding within 24 hours of becoming aware of such circumstances. Golding may, upon notification by the Supplier within the required time, but at the absolute discretion of Golding, extend the Delivery Date. However, in such circumstances, Golding reserves the right to source the Goods through an alternative source.
- 10.3 If, owing to the failure of the Supplier to perform its obligations by the Delivery Date, Golding finds it necessary to make alternative arrangements for the supply of the Goods, Golding may immediately terminate this Contract, in which case the Supplier will reimburse Golding to the full extent of the amount by which the cost of the alternative arrangements exceed the cost of the arrangements between the Supplier and Golding.

### 11. SUPPLIER'S WARRANTIES

- 11.1 These provisions are in addition to and not a substitution for any warranties or conditions implied by the *Competition and Consumer Act 2010* (Cth), any legislation relating to the sale of goods or services in any State or Territory or any similar legislation implying warranties or conditions in contracts for the sale of goods or services.
- 11.2 The Supplier warrants that all Goods supplied or Services performed pursuant to the Contract:
  - (a) conform to the specifications, drawings, samples or other description furnished by Golding or the Supplier in connection with the supply of the Goods;
  - (b) are fit and sufficient for the purposes intended;
  - (c) will be accompanied by the manufacturer quality certificates;
  - (d) in the case of the Goods:
    - (A) are of good material and workmanship and free from defect or fault of any kind; and
    - (B) are free of encumbrances and that the Supplier has good title to them;
  - (e) in the case of Services, are executed in an efficient manner to standards of skill and care normally exercised by qualified and experienced professional or trade persons in the performance of similar services; and
  - (f) comply with all applicable Legislative Requirements.

- 11.3 If it is discovered at any time after Golding has accepted the Goods in writing that any Goods supplied by the Supplier are defective or faulty or do not conform to the requirements of this Contract, then Golding, at its sole discretion, may reject the Goods or require that any such Goods be repaired or replaced, as the case may be, by the Supplier

at the Supplier's cost. For clarity, if any Services performed by the Supplier in connection with the Goods are not effected, supplied, or performed in a sound and workmanlike manner to the reasonable satisfaction of Golding, then the Supplier must rework or effect the Services to the satisfaction of Golding, at no additional cost to Golding. All additional testing, calibrations, reports or support documentation that may be required by Golding for repaired Goods or Services rework, will be performed by the Supplier at its cost.

### 12. INTELLECTUAL PROPERTY

- 12.1 The Supplier will grant, and must ensure that third Parties grant, an irrevocable, royalty-free, perpetual, transferable, sub-licencable licence to use all Intellectual Property in and arising out of the Goods and any other deliverables provided to Golding in connection with the supply of the Goods for any purpose.
- 12.2 The Supplier warrants that the Goods, the deliverables provided to Golding in connection with the Goods and their use or resale, alone or in combination, according to the Supplier's specifications or recommendations, if any, will not infringe any Intellectual Property.
- 12.3 The Supplier agrees to indemnify, and keep indemnified, Golding against all judgments, liabilities, costs and expenses which arise or result from any actual or alleged infringement of Intellectual Property.

### 13. QUALITY

- 13.1 At all times during the supply of the Goods, the Supply must:
  - (a) have quality management system which is certified by an appropriate third party; and
  - (b) supply the Goods in accordance with that quality management system.
- 13.2 Upon a request by Golding, the Supplier must do all things necessary to allow Golding to audit the Supplier's quality management system, including but not limited to, allowing Golding to access the Supplier's premises or other place where the Goods are being supplied (or are being prepared to be supplied) and providing copies of documentation to Golding. If the audit reveals what Golding considers to be deficiencies in the Supplier's quality management system, the Supplier must immediately rectify those deficiencies at its own cost.
- 13.3 The Supplier acknowledges that the purpose of the Supplier having a quality management system is to assist the Supplier comply with its obligations under this Contract. Accordingly, compliance by the Supplier with its quality management system will not relieve the Supplier from any of its obligations under this Contract.

### 14. SAFETY AND ENVIRONMENT

- 14.1 If the Supplier is required to perform any Services on Golding's premises or sites, the Supplier must:
  - (a) comply with Golding's and its client's safety and environmental policies and all directions of Golding or Golding's client whilst at that premises or site;
  - (b) ensure that its employees, agents and contractors have and wear PPE;
  - (c) ensure that it is able to access the premises or site;
  - (d) ensure that any vehicles or equipment it brings to Golding's premises or the site:
    - (i) are fit for their purpose;
    - (ii) meet any specific requirements for vehicles specified by the site operator, owner, Golding or its client;
    - (iii) are clean and free of materials, flora or fauna (eg. fire ants and noxious weeds); and
  - (e) are being operated by competent personnel, and all costs associated with this will be borne by the Supplier.
- 14.2 At the request of Golding, the Supplier must provide evidence satisfactory to Golding of its compliance with this clause.

### 15. INSURANCE

- 15.1 The Supplier must effect and maintain the following insurance policies with reputable insurers:



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- (a) from the date of the Purchase Order until the date which is seven (7) years after the Goods are accepted by Golding, public and products liability insurance with a limit of at least \$20,000,000.00 per occurrence and which names Golding as an additional insured; and
- (b) from the date of the Purchase Order until the Goods are accepted by Golding, workers compensation insurance as required by law.
- 15.2 Within 24 hours of a request from Golding, the Supplier must provide Golding with evidence satisfactory to Golding that the insurance required by clause 15.1 has been effected and maintained.
- 16. INDEMNITY**
- 16.1 The Supplier agrees to indemnify and keep indemnified and hold harmless Golding, its directors, officers and employees from and against all actions, proceedings, claims, suits, demands, costs and expenses that are or may be made upon, brought against or incurred by Golding by, or in respect of:
- (a) any breach of this Contract or a Legislative Requirement;
- (b) any personal injury, illness or death to any person or loss or damage to any property or any other loss or damage;
- (c) any claim made against Golding by any person or entity arising out of the use, misuse, malfunctioning or failure of the Goods supplied by the Supplier;
- (d) any fraud or wilful misconduct of the Supplier, its employees, employees, agents and contractors; and
- (e) any penalty imposed on Golding for breach of any Legislative Requirement in connection with the Goods supplied by the Supplier.
- 17. TERMINATION**
- 17.1 Golding may immediately terminate, in whole or in part, the Contract by giving written notice to the Supplier:
- (a) Golding has previously notified the Supplier its breach of Contract and the Supplier has failed to rectify that breach;
- (b) in the opinion of Golding, the Supplier has committed a serious safety breach or is performing the Services in an unsafe manner;
- (c) the Supplier commits fraud or serious misconduct in the supply of the Goods;
- (d) if the Supplier fails or refuses to comply with any lawful directions given by Golding or any person duly authorised by Golding in connection with the supply of the Goods;
- (e) if the Supplier commits a serious or persistent breach of any of the provisions of the Contract which is incapable of being remedied to the reasonable satisfaction of Golding; or
- (f) for an Act of Insolvency.
- 17.2 Golding may terminate in whole or in part the unexecuted portion of this Contract by written notice at any time for reasons other than those listed in clause 17.1 provided that Golding pays the Supplier its reasonable, direct, mitigated and proven costs (excluding loss of profits) properly incurred by the Supplier as a result of such termination.
- 17.3 If this Contract is terminated under clause 17.1, Golding will only be liable to pay the Supplier for any Goods which have been accepted in writing by Golding at the date of termination, subject to any right of set-off under this Contract.
- 18. GST**
- 18.1 Unless expressed to the contrary in the Purchase Order, all amounts payable under the Contract are exclusive of GST.
- 18.2 If any supply made under in connection with the Contract is a Taxable Supply then the recipient of that supply will pay the GST in respect of that supply to the supplier on the provision of a valid Tax Invoice, where the GST is calculated in accordance with the GST Law on the basis that the consideration otherwise payable under the Contract is the value of the Taxable Supply.
- 19. SUBCONTRACTING, ASSIGNMENT & NOVATION**
- 19.1 The Supplier must not sub-contract, assign or novate any of its rights or obligations under the Contract without the prior written consent of Golding.
- 19.2 Golding may assign or novate, in whole or in part, its rights and obligations under the Contract without the prior written consent of the Supplier and the Supplier agrees to execute any documentation to effect any assignment or novation at its own cost.
- 20. NO WAIVER**
- 20.1 The failure of a Party at any time to require full or partial performance of any provision of this Contract does not affect in any way the full right of that Party to require that performance subsequently.
- 20.2 The waiver by any Party of a breach of a provision of this Contract is not deemed a waiver of all or part of that provision or of any other provision or of the right of that Party to avail itself of its rights subsequently.
- 20.3 Any waiver of a breach of this Contract must be in writing signed by the Party granting the waiver, and is effective only to the extent specifically set out in that waiver.
- 21. THE CODE**
- 21.1 If requested by Golding, the Supplier must, and must ensure that its employees, contractors and agents, comply with the Code in the delivery of the Goods.
- 21.2 The Supplier acknowledges that it has obtained its own copy of the Code.
- 21.3 The Supplier must not engage a contractor in relation to the delivery of the Goods unless they are compliant with the Code.
- 21.4 When requested by Golding, the Supplier must provide all information reasonably necessary to satisfy Golding of its compliance with this clause.
- 22. GENERAL**
- 22.1 The Contract is to be governed by and construed in accordance with the laws of the State of Queensland.
- 22.2 The Supplier authorises Golding to access any of its sites, offices and documents at any time, whether prior to or after the Goods have been accepted by Golding and will cooperate fully with Golding in this regard.
- 22.3 At any time during the delivery of the Goods, Golding may require the Supplier to demonstrate to Golding that it has the financial capacity to perform its obligations under the Contract. To this end, the Supplier will allow Golding or another person appointed by it to audit the financial capacity of the Supplier. In this regard, the Supplier must:
- (a) comply with all reasonable requests of Golding or its appointee;
- (b) provide Golding or its appointee with the Supplier's financial records; and
- (c) allow Golding or its appointee to inspect any financial data kept by the Supplier.
- 22.4 Any term or condition being a whole clause or part of a clause which is invalid, unlawful, void or unenforceable and capable of severance without effecting any other term or condition in the Contract shall be severed or read down to whatever is reasonable in the circumstances.
- 22.5 Subject to clause 5, any notice, Tax Invoice or document given under the Contract shall be deemed to be sufficiently served, if it is posted by ordinary pre-paid post addressed to a Party at address for that Party specified in the Purchase Order and shall be deemed to have been received by that Party on the second Business Day following the date on which it was posted. Any notice, Tax Invoice or document given under the Contract is deemed sufficiently served if it is faxed or emailed to the facsimile number or email address for that Party specified in the Purchase Order. If served by facsimile or email transmission and transmitted by facsimile out of normal business hours (being 8:30am-5:00pm on a Business Day) then such notice, Tax Invoice or document shall be deemed to have been given on the Business Day which next follows the day of transmission. Otherwise, any notice, Tax Invoice or document will be deemed to be received at the time of actual receipt.

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- 22.6 If the Supplier consists of more than one person, the provisions of the Contract will bind such persons jointly and each of them severally and the persons comprising the Supplier will be jointly and severally liable for the obligations assumed by the Supplier under the Contract.
- 22.7 This Contract expires once payment has been made in accordance with clause 5. The obligations of the Supplier under clauses 11, 12, 13, 15, 16, 17.2, 17.3, 19, 20, 21 and 22 will survive termination or completion of this Contract.
- 22.8 The Parties agree that the terms of the Contract are not to be construed as creating a partnership, association, employment or trust or other fiduciary relationship between the Parties.
- 22.9 No amendment or variation of this Contract is valid or binding on a Party unless made in writing and signed by all Parties.
- 22.10 Subject to anything else in this Contract and any prior communications between the Parties in relation to the quality requirements for the Goods, the Parties agree that the Contract constitutes the entire agreement between the Parties in relation to the supply of the Goods.
- 22.11 For the purposes of the *Personal Property Security Act 2009* (Cth), to the extent that a "security interest" arises in respect of the Goods, the Supplier recognises that this is a "Security Agreement" relating to those Goods and that Golding may register its interest in those Goods.
- 22.12 Subject to the remainder of the terms of this Contract, the terms of this Contract contain the entire agreement between the Parties in connection with the supply of the Goods, including any terms and conditions of, or proposed by, the Supplier.