

Purchase Order Terms and Conditions



Document No.

CSECC-COM-QP-0-901

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Version 1.0

1. DEFINITIONS

Adjustable Event has the same meaning as applied under *A New Tax System (Goods and Services) Act 1999 (Cth)*.

Anti-Bribery and Corruption Law includes any anti-bribery and corruption Law of the Commonwealth of Australia or a State of Australia, including *Division 70 of the Criminal Code Act 1995 (Cth)*, the *United States Foreign Corrupt Practices Act 1977*, the *United Kingdom Bribery Act 2010* and any anti-corruption Law of a country that applies to CSE from time-to-time in relation to any contract or agreement.

Applicable Trade Control Laws means all applicable statutory and regulatory requirements of the United States and other jurisdictions related to export controls, economic sanctions, trade embargoes, boycott, imports of goods, and payment of custom duties.

Business Day means 9:00am to 5:00pm on a day that is not a Saturday, Sunday or public holiday in the place where a notice or other communication is received under the Purchase Order.

Consumption Tax means value-added tax, goods and services tax or any tax analogous thereto.

CSE means **CSE Crosscom Pty Ltd ABN 25 606 614 500**.

CSE Data means all and any data belonging to CSE that may be shared with the Supplier during the performance of the Goods.

Current Standing Agreement or Contract means any current agreement or contract that may be in place between CSE and the Supplier at the time the Purchase Order was issued.

Delivery Address means the address together with instructions stated on the Purchase Order where the goods are to be delivered or performed.

Delivery Date means the relevant date stated under the Purchase Order that the Goods are to be delivered to CSE.

Documentation means any training manuals, user manuals, operating manuals, work instructions or procedures, design and configuration manuals, or other documentation specified in the Purchase Order. It also includes any other documentation which is necessary for the effective installation, operation, use, development and maintenance of any performance of the Goods supplied by the Supplier under a Purchase Order.

Force Majeure Event means:

- (a) industrial disputes of general application which are not particular to the affected Party or its Personnel, and which are not limited to the Site;
- (b) cyclone, hurricane, flood fire or earthquake; or
- (c) war, revolution, embargo, riot, act of terrorism, or civil disturbance;

Provided that the event or circumstance:

- (d) is beyond the control of the Party affected by that event or circumstance;
- (e) prevents the performance by the Affected Party of any of its obligations under this Purchase Order; and
- (f) cannot be prevented, overcome or remedied by the exercise by the Affected Party of a reasonable standard of care and diligence or the expenditure of a reasonable sum of money.

Goods means the goods described or referred to in the Purchase Order and includes services supplied by subcontractors and/or consultants, if any and all other things which can

reasonably be inferred from the description of the services in the Purchase Order. For avoidance of doubt, reference to specific standards, codes, regulations and Laws in the Purchase Order also form part of the Goods.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services) Act 1999 (Cth)*.

Invoice means an invoice submitted by the Supplier in accordance with *Clause 6* containing all particulars prescribed under the applicable Law.

Law means:

- (a) all legislation including regulations, bylaws, orders and other subordinate legislation; and
- (b) other than in circumstances where the Site is located in a civil law jurisdiction, common law; and
- (c) any licence, permit, consent, authorisation, registration, filing, agreement, notice, notarisation, approval, determination, certificate, ruling, exemption from any Authority or under any Law which must be obtained or satisfied and includes any condition or requirement under the forgoing.

Loss includes any loss, cost, expense, damage or liability whether, present or future, fixed or unascertained, actual or contingent and whether arising under the Purchase Order (including any breach of the Purchase Order), tort, or a breach of any Law.

Modern Slavery includes forced labour, debt bondage, human trafficking, descent-based slavery, child slavery, forced and early marriage and similar conduct that is inconsistent with the *Modern Slavery Act 2018 (Cth)*, the *United Nations Universal Declaration of Human Rights* or the *United Nations Guiding Principles on Business and Human Rights*.

Party is a reference to the Supplier or CSE and Parties when referencing the Supplier and CSE together.

Personal Information has the meaning given in the *Privacy Act 1988 (Cth)*.

Price means the value of the Goods as stated in the Purchase Order (including any schedules, appended spreadsheets, labour, equipment, incidentals, transport and taxes (and excluding GST unless expressly stated).

Privacy Laws has the same meaning provided under the *Privacy Act 1988 (Cth)*.

Purchase Order means the purchase order issued to the Supplier by CSE and these Purchase Order Terms and Conditions, any Special Conditions attached hereto (if any), and any General Details (if any), together, the Purchase Order.

Related Entities means, in relation to a Party or other entity, a body corporate which is a controlling company, a controlled company, or a controlled company of a controlling company, of that Party or other entity.

Sanctioned Party means any person, vessel or entity that is designated for export controls or sanctions restrictions under any Applicable Trade Control Laws, including but not limited to those designated on an affirmative list of sanctions targets such as the United States List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List, Denied Persons List, Debarred List, Australia's Consolidated List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. This includes a government or, government agency of, an entity that is owned or controlled by the government of, or an entity organised under the laws of or that is located in or a resident of a Sanctioned Country or Territory.

Site means the place described as such in the Purchase Order as the place for the delivery and/or performance of the Goods by the Supplier.

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Supplier means the party to whom the Purchase Order is addressed and may be a supplier of Goods and or Services and includes suppliers such as subcontractors, contractors and consultants.

Taxable Supply has the same meaning to it as applied in the *A New Tax System (Goods and Services) Act 1999 (Cth)*.

Term means the number of days, weeks, months that may be stipulated within the Purchase Order, the General Details (if any), and coinciding with the Delivery Date where stated.

2. APPLICATION AND STANDARD OF PERFORMANCE

- 2.1 **Where the Purchase Order relates to Goods being the subject of a Current Standing Agreement or Contract between the Supplier and CSE, the terms of that Current Standing Agreement or Contract will apply to the exclusion of these Purchase Order Terms and Conditions.**
- 2.2 Except where *clause 2.1* applies, to the extent permitted by Law and to the extent the Supplier's terms and conditions are supplied to CSE in respect of the supply of Goods (including as printed on quotations, proposals, consignment notes or any other documents), those terms and conditions will be of no legal effect and will not constitute part of the Purchase Order (even if any representative of CSE signs those terms and conditions or annexes the terms and conditions to the Purchase Order).
- 2.3 The Purchase Order Terms and Conditions applies to the provision of specified Goods by the Supplier to CSE as stated in the Purchase Order provided to the Supplier.
- 2.4 The Purchase Order will be deemed to be accepted by the Supplier for the delivery of Goods and other obligations under the Purchase Order for the Supplier's commencement of work if the Supplier has not advised CSE otherwise within five (5) Business Days after receipt of the Purchase Order.
- 2.5 The Supplier agrees to provide the Goods in accordance with the Purchase Order and Purchase Order Terms and Conditions, industry best practice, relevant State/Territory laws and regulations and relevant codes and standards that are applicable at the time.
- 2.6 The Supplier hereby acknowledges and agrees that it has investigated and been otherwise made aware of the specific conditions and requirements of the supply of Goods under the Purchase Order, and if applicable the physical Site, and no such conditions or requirements shall form the basis for any request for a

change to the Purchase Order following acceptance by the supplier of the Purchase Order.

- 2.7 The addresses of CSE and the Supplier are stated in the Purchase Order and will be used for the provision of written notices by either Party.

3. GOODS AND WARRANTIES

- 3.1 The Goods to be supplied by the Supplier are described in the Purchase Order.
- 3.2 The Supplier warrants that the Goods will:
 - (a) comply with any drawings, specifications and/or other technical Documents included with and/or identified in the Purchase Order or otherwise provided by CSE;
 - (b) comply with all relevant standards, codes and statutory requirements;
 - (c) be new (unless stated otherwise), of good merchantable quality, free of defects and fit for their intended purpose;

- (d) upon delivery to the Delivery Address, be free of all liens, charges and other encumbrances;
- (e) be supplied to CSE strictly in accordance with the Purchase Order Terms and Conditions except to the extent that CSE may agree or direct otherwise in writing; and
- (f) be provided in a professional and workmanlike manner.

- 3.3 The Supplier warrants that it holds and will continue to hold all necessary licenses and permits for the conduct of its business and performance of the Goods.
- 3.4 Where required, all work will be undertaken by persons holding the appropriate certifications, qualifications, and licenses.
- 3.5 The warranties vested in the Goods shall be freely assignable by CSE to any customer or end user of CSE.
- 3.6 The Supplier shall perform any corrective warranty or defective work with appropriately trained personnel under supervision of the Supplier's representative.
- 3.7 If breaches of the foregoing warranties are discovered before the relevant Goods are utilised by CSE or CSE's customer or end user, CSE will have the additional right to reject the Goods and terminate the Purchase Order pursuant to *clause 11.2*, without prejudice to any other rights and remedies.
- 3.8 The Supplier must allow CSE, and other persons authorised by CSE access at all reasonable times to:
 - (a) any place where the Goods are being manufactured or stored; and/or
 - (b) any quality assurance records or Documentation relevant to the Goods

for the sole purpose of examining the Goods for quality and conformance purposes.

- 3.9 The Supplier is responsible for the care and insurance of the Goods until their delivery to the Delivery Address and acceptance by CSE. If loss or damage occurs to the Goods while the Supplier is responsible for their care, unless otherwise directed by CSE, the Supplier must promptly make good the loss or damage.

4. DELIVERY AND ACCEPTANCE

- 4.1 Unless agreed otherwise in writing by CSE, the Supplier must deliver the Goods on the Delivery Date (if so specified in the Purchase Order). The Delivery Date may be extended by CSE pursuant to *clause 7* and *clause 20* and only on CSE's discretion (acting reasonably).
- 4.2 The Supplier must:
 - (a) follow all delivery instructions in the Purchase Order;
 - (b) label the Goods as directed by CSE and as stated in the Purchase Order;
 - (c) store the Goods until the date and time arranged with CSE for the delivery of the Goods if required; and
 - (d) deliver the Goods to the Delivery Address as stated in the Purchase Order.
- 4.3 The Supplier must ensure that the Goods are suitably packaged to avoid damage in transit or storage.
- 4.4 The Supplier represents and warrants to CSE that, upon delivery of the Goods to the Delivery Address, the Goods are free and clear of all liens, claims, security interests, or

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encumbrances and that no Goods shall be subject to the rights of any third party.

- 4.5 At the time of delivery the Supplier must provide CSE with a delivery docket setting out the details of the Goods delivered for signature by CSE, and the Supplier must retain a copy so signed as proof of delivery.
- 4.6 Delivery of the Goods does not constitute Acceptance of the Goods.
- 4.7 Acceptance of the Goods will automatically take place within five (5) Business Days of delivery to the Delivery Address. For avoidance of doubt, CSE has five (5) Business Days to reject the Goods that do not comply with the Purchase Order and Purchase Order Terms and Conditions.

5. SITE ATTENDANCE

- 5.1 Where the performance of the Goods includes performing contracting or subcontracting services for CSE, or a customer or end user of CSE, then the Supplier must:
 - (a) where required, comply with all customer and/or CSE related policies and procedures, which will be provided to the Supplier;
 - (b) where required, undergo site inductions, police checks, pre-medical and drug and alcohol assessments;
 - (c) ensure all Supplier personnel are equipped with the correct and relevant personal protective equipment;
 - (d) ensure all tools and equipment used in the performance of the Goods are tested and tagged where required and are maintained in an appropriate manner for safe use;
 - (e) ensure all Supplier personnel act and behave in an appropriate and professional manner so as not to cause disruption or nuisance;
 - (f) ensure all Supplier personnel are not under the influence of alcohol or illicit drugs; and
 - (g) take all reasonable care not to damage any property or injure any person;

- 5.2 Where the performance of the Goods includes performing contracting or subcontracting services on a customer or end user site of CSE, then all directions and instructions given must be given only from a CSE representative. For avoidance of doubt, the Supplier will indemnify CSE for any costs incurred by the Supplier as a result of carrying out any works directed by a customer or end user of CSE without prior written approval from CSE.

6. DOCUMENTATION

- 6.1 If the performance of the Goods includes the development of any documentation, then the Supplier must:
 - (a) develop a draft of the Documentation in accordance with the requirements (including any specified timeframes) set out in the relevant Purchase Order; and
 - (b) submit the draft Documentation to the CSE representative for review and approval.

6.2 CSE must review the draft Documentation submitted within ten (10) Business Days and promptly advise the Supplier if it approves or rejects the relevant Documentation (specifying reasons for any rejection).

- 6.3 In the event the draft Documentation is rejected, then the Supplier must reperform the process pursuant to *clause 6.1* until such time as the Documentation is approved.
- 6.4 CSE's review, approval or testing of, or other action in relation to, any Documentation does not constitute any waiver of rights, or give rise to any estoppel, if the Documentation is later found not to comply with CSE's requirements.

7. DELAY

- 7.1 The Supplier acknowledges that time is of the essence under the Purchase Order.
- 7.2 The Supplier must give immediate notice to CSE upon becoming aware of any event or circumstances likely to delay delivery of the Goods by the Delivery Date.
- 7.3 CSE:
 - (a) is entitled to at any time in its absolute and sole discretion grant a reasonable, in the circumstances, extension of time to the Delivery Date; but
 - (b) is not obliged to grant an extension of time to the Delivery Date except to the extent that the Supplier is delayed in delivering the Goods by the Delivery Date through an act of prevention by CSE.
- 7.4 The Supplier must:
 - (a) take all practical steps to avoid or minimise any delay to the Delivery Date; and
 - (b) where a delay does not cause the Delivery Date to be extended, take whatever action is necessary to deliver the Goods by the Delivery Date.

7.5 In the event that the performance of the Goods under the Purchase Order is not achieved by the applicable Delivery Date, and pursuant to *clause 7.4(a)* and *clause 7.4(b)*, CSE reserves the right to impose delay liquidated damages on the Supplier in the amount of 0.5% of the Purchase Order value per day, subject to a cap of 10% of the total Purchase Order value.

7.6 Subject to *clause 7.5*, the Parties agree that delay liquidated damages payable under this clause are a genuine pre-estimate of the Loss that will be suffered by CSE for failure of the Supplier to deliver the Goods by the Delivery Date.

8. INVOICING AND PAYMENT

- 8.1 The rates stated in the Purchase Order are deemed to include everything necessary (labour, plant, equipment and all other things) for the Supplier to deliver the Goods to the Delivery Address and to fulfil all of its other obligations under the Purchase Order. Accordingly, the value of Goods delivered to and accepted by CSE will be:
 - (a) the amount as stated in the Purchase Order;
 - (b) the reasonable costs incurred by CSE in remedying any default by the Supplier of its obligations under the Order; less
 - (c) the amount of any costs, losses or damage suffered by CSE

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if the Supplier does not fulfil its obligations under the Purchase Order or otherwise.

8.2 The Invoice provided by the Supplier must:

- (a) be provided using an electronic invoicing system if CSE directs;
- (b) refer to the Purchase Order number including the line item numbers and part numbers, if provided on the Purchase Order;
- (c) a detailed description of the Goods, including reference to any Standards and Codes;
- (d) detail the Price relating to the relevant Goods, broken down to reflect the same Price components on the Purchase Order;
- (e) set out the amount of any applicable Consumption Tax; and
- (f) state CSE site and contact name if requested.

8.3 Unless stated or agreed otherwise by CSE, payment for the Goods will only be made for those Goods delivered to and accepted by CSE and for which the Supplier has submitted an invoice setting out the value of Goods as described in *clause 8.1* and *clause 8.2*

8.4 the Supplier may only make a payment claim if:

- (a) its employees and subcontractors have been paid all amounts due and payable to them; and
- (b) it has complied with all applicable statutory obligations,

in respect of the performance of delivering the Goods under the Purchase Order.

8.5 CSE may, at any time and as a condition precedent to payment, require the Supplier to provide evidence satisfactory to CSE that its employees and subcontractors have been paid all amounts due and payable to them and that it has satisfied all statutory obligations with respect to the Goods.

8.6 Subject to *clause 9.7* and *clause 11* and unless stated otherwise, payment will be made within 30 days of the end of the month in which the payment claim is received by CSE to a bank account nominated in writing by the Supplier.

8.7 At CSE's discretion, payment will be made by electronic funds transfer. Unless expressly stated otherwise, all amounts stated in the Purchase Order and all payments made pursuant to the Purchase Order will be in Australian Dollars and are GST Exclusive.

8.8 Neither any of CSE's payment for the performance of Goods, inspection of Goods, use of Goods nor continued use of Goods will constitute acceptance or waiver of any of CSE's rights or remedies, or of Supplier's warranties.

9. THE FEE AND TAXES

9.1 The Fee for Goods noted under the Purchase Order must include all charges for the Supplier's packaging, crating and transportation to CSE's Delivery Address (where required, and unless expressly stated otherwise).

9.2 The Supplier will be responsible for and pay directly any and all taxes, any and all export duties from the jurisdiction or jurisdictions in which the Goods are manufactured or from which the Goods may be shipped and any and all

import duties, in each case, arising in connection with or relating to the supply, sale or delivery of the Goods.

9.3 CSE shall not be responsible for payment of any assessments or penalties imposed by governmental authorities based on the Supplier's failure to properly or timely bill or remit applicable taxes, fees, and surcharges.

The Supplier shall not pay any taxes on behalf of CSE and under no circumstances will CSE pay any taxes that are payable by the Supplier, including but not limited to any taxes relating to the Supplier's net income, real estate, employees, consultants and or subcontractors.

9.4 Unless GST is expressly included, the Fee to be paid for any Goods delivered under the Purchase Order does not include GST.

9.5 To the extent that any Goods delivered under or in connection with the Purchase Order is a Taxable Supply, the GST exclusive consideration otherwise to be paid or provided for that Taxable Supply is increased by the amount of any GST payable in respect of that Taxable Supply and that amount must be paid at the same time and in the same manner as the GST inclusive consideration is otherwise to be paid or provided.

9.6 The Supplier will be entitled to charge GST to CSE on the supply of any Goods under the Purchase Order in accordance with the *GST Act*. With respect to the supply of any Goods, the Supplier must issue CSE with a valid tax invoice clearly showing the applicable GST rate and value.

9.7 If an Adjustment Event occurs, the Supplier must issue an Adjustment Note, and a payment must be made between the parties to reflect the adjusted amount of the GST on the Taxable Supply.

10. DEFAULT

10.1 Without limiting CSE's rights under *clause 11*, if the Supplier fails to:

- (a) deliver the Goods to meet the requirements of the Purchase Order;
- (b) promptly and properly make good or replace any defective Goods or make good any damage or loss for which the Supplier is responsible;
- (c) comply with any other obligation it has under the Purchase Order (including, without limitation, failing to deliver the Goods by the Delivery Date); then

CSE may, at its sole discretion and without obligation, remedy or mitigate that failure on behalf of the Supplier and the costs of doing so will be a debt due from the Supplier to CSE and may be recovered by CSE in accordance with *clause 8.1(b)*; and

10.2 any cost, loss and damage that CSE has incurred or is likely to incur as a result of the Supplier's default will be a debt due from the Supplier to CSE and may be recovered by CSE in accordance with *Clause 8.1(c)*.

11. TERMINATION

11.1 Any Parties' rights to terminate the Purchase Order in accordance with the Purchase Order Terms and Conditions are in addition to their right of termination under statute or at common law.

11.2 CSE may immediately terminate the Purchase Order at any time by giving the Supplier written notice. Subject to any right of set off or deduction which CSE may have, on termination of the Purchase Order, CSE's only obligation will be to pay the Supplier in accordance with *Clause 11.5(a)*.

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11.3 In the event that:

- (a) the Supplier fails to comply with its obligations under the Purchase Order (including, without limitation, failure to comply with its obligations in a timely manner);
- (b) in CSE's opinion, the Supplier is or is likely to become (in any jurisdiction) insolvent, bankrupt, wound up, unable to pay its debts when due or subject to any administration, receivership, external management, creditor action or court proceedings relating to its financial condition, or
- (c) the Supplier becomes deceased, then CSE may at its sole discretion, terminate the Purchase Order.

11.4 CSE may terminate the Purchase Order for convenience and without cause by providing thirty (30) days written notice to the Supplier.

11.5 Upon termination under this *clause 11*:

- (a) CSE will be liable only for those amounts which become payable for Goods delivered in accordance with *clause 4* as at the date of termination; and
- (b) any costs, loss and damage that CSE has incurred or is likely to incur as a result of the termination will be a debt due by the Supplier to CSE and may be recovered by CSE in accordance with *clause 8.1(c)*.

12 RISK, TITLE AND INDEMNITY

- 12.1 The Supplier must comply with CSE safety requirements relating to the Supplier's conduct on any of CSE's customer sites when delivering and/or installing any serviceable component of the Goods; and this includes and is not limited to the delivery of Goods.
- 12.2 Risk in the Goods passes to CSE when the Goods are delivered to the Delivery Address and accepted by CSE.
- 12.3 Title in the Goods passes to CSE on the earlier of risk passing to CSE and/or payment of the Price.
- 12.4 To the fullest extent permitted by law, the Supplier indemnifies CSE and its officers, employees, agents and contractors against any liabilities, interest, attorneys' fees, demands, assessments, judgements, costs and expenses (collectively, "Claims") of whatsoever kind or nature arising out of or in connection with the performance or failure to perform by the Supplier under the Purchase Order Terms and Conditions, including:
 - a) infringement or misappropriation of Intellectual Property; and
 - b) personal injury, including death; and
 - c) property damage or any other damage resulting from, in whole or in part:
 - i) any defect in the Goods; or
 - ii) Supplier's breach of any express or implied warranty, or
 - iii) violation of any law, order, rule, or regulation; and

12.5 Pursuant to *clause 12.4*, the liability of the Supplier is reduced proportionately to the extent that CSE, CSE's officers, employees, agents and contractors caused or contributed to the Claim under the performance of the Purchase Order.

12.6 It is not necessary for CSE or its officers, employees, agents or contractors to incur expense or make payment before enforcing a right of indemnity conferred under the Purchase Order.

12.7 All rights and remedies in the Terms are cumulative and are in addition to, and not in lieu of, all rights and remedies provided at law or in equity.

12.8 In no event will either Party be liable to the other Party for any incidental, indirect, special or consequential damages arising out of or in connection with the Purchase Order, including loss of profits. Nothing herein shall limit the liability of a Party for third party claims for which the Party indemnifies the other Party pursuant to this *clause 12*.

12.9 Notwithstanding *clause 12.8*, the exclusion of consequential damages does not extend to claims relating to:

- (a) recoverable under a policy of insurance
- (b) wilful negligence or fraud
- (c) liquidated damages
- (d) death or personal injury
- (e) a breach of *clauses 14, 15, 16, and 17*

13 INSURANCE

- 13.1 The Supplier shall obtain and maintain policies providing the following insurance in the following amounts:
 - (a) Statutory worker's compensation insurance and Employer's liability insurance covering all claims and liabilities in respect of any statute, other applicable Laws and at common law for the death of, or injury of each employee of the Supplier that will work in providing the Goods or any part thereof.
 - (b) Public and Products Liability Insurance with a limit of indemnity of at least \$20 million for each and every occurrence which covers the liability of the Supplier and any of the Supplier's personnel in respect of:
 - i) loss of, damage to, or loss of use of, any real or personal property; and
 - ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any persons, arising out of the performance of or in connection with the delivery of the Goods.
 - (c) Motor Vehicle Insurance covering damage to all motor vehicles which are used by the Supplier in connection with the Supply, where the Supply is dependent on the use of the Supplier's motor vehicles, liability in respect of loss, damage or destruction of any property and injury to or death of any person which arises out of the ownership,

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possession, control, use or driving of such motor vehicle, regardless of whether any motor vehicle is licensed (or required to be licensed) as a motor vehicle under the provisions of any statute;

(d) For design and consultation services, Professional Indemnity Insurance with a sum insured of not less than \$10 million for any one occurrence and in the annual aggregate. Limit to be specific to the supply of Goods and the policy to be in force from the commencement of the supply of Goods and is maintained for a period of seven (7) years after the completion of the provision of the Goods.

(e) For data and IT related services, Cyber insurance with a sum insured of not less than \$5 million for any one occurrence and in the annual aggregate.

(f) Transit Insurance covering the Goods under the Purchase Order with a sum insured of not less than the full replacement value of the Goods plus freight with the insurance being maintained up until the Goods are accepted by CSE at the Delivery Address.

(g) The Supplier shall effect any other insurance which is required by applicable Law in relation to risks or occurrences arising, or which may arise, out of the delivery of the Goods.

13.2 The Supplier must ensure that its subcontractors have the benefit of or effect and maintain insurances equivalent to the Supplier insurances required to be effected by the Supplier should they engage subcontractors in delivering any scope of the Goods.

13.3 The Supplier will be responsible for the payment of any excess or deductible relating to the insurances effected by the Supplier and the Supplier will not be entitled to recover from CSE any excess or deductible so paid by the Supplier.

13.4 Upon providing written notice to the Supplier, the Supplier must provide evidence by way of certificates of currency for effected insurance policies within five (5) business days.

13.5 No provision contained in this *clause 13* will limit the Supplier's liability in relation to the indemnities under the Purchase Order.

14 LAWS, POLICIES AND PROCEDURES

14.1 Without limiting any other provision under the Purchase Order, the Supplier must, and must ensure that its officers, employees, agents and subcontractors, comply at all times during the performance of the Goods with:

(a) all applicable Laws relating to its obligations under the Purchase Order;

(b) all applicable Laws relating to the environment, and work health and safety;

(c) each of CSE Policies and Procedures where required (and where required these will be provided to the Supplier);

(d) CSE Vendor Code of Conduct; and

(e) all reasonable safety instructions issued by CSE.

14.2 CSE reserves the right to eject any Supplier personnel or Supplier engaged subcontractors who are in breach of *clause 14.1*.

15. SUPPLIER ACTING ETHICALLY

15.1 The Supplier represents, warrants, and agrees that in connection with the supply of Goods under the Purchase

Order, and at all times during the performance of the Goods under the Purchase Order:

(a) neither it nor its officers, employees, agents and subcontractors have offered, authorised, promised or given, directly or indirectly, any payment, gift, service, thing of value or other advantage where such payment, gift, service, thing of value or other advantage would be an Anti-Bribery and Corruption Law Violation.

(b) it will otherwise comply with all Anti-Bribery and Corruption Laws;

(c) it has not, and will not utilise or participate in any practice whereby subcontractors, vendors or other suppliers, are approached and offered confidential information or influence in order to obtain business through corruption and competitive bidding processes;

(d) it will at all times comply with all applicable laws relating to Modern Slavery (specifically the *Modern Slavery Act 2018 (Cth)* and operate in a manner consistent with the *United Nations Universal Declaration of Human Rights* and the *United Nations Guiding Principles on Business and Human Rights*;

(e) it uses reasonable endeavours to ensure that the Goods it provides are not the product of Modern Slavery;

(f) it warrants that, as at the date of the Purchase Order and on each subsequent occasion it performs obligations under the Purchase Order, it has not engaged in any Anti-competitive Behaviour in relation to the potential or actual terms and conditions of the Purchase Order, including the Price;

(g) it warrants that in performing the requirements of the Purchase Order it will comply with *Applicable Trade Control Laws*;

(h) it warrants that it will not, without CSE's prior written consent, and to the best of its knowledge, provide to CSE any Goods that have been transported by a Sanctioned Party or sourced in whole or in part from a Sanctioned Country or Territory or Sanctioned Party, including but not limited to any Goods grown, produced, manufactured, extracted, or processed in a Sanctioned Country or Territory or by a Sanctioned party and any Goods that have entered into commerce in a Sanctioned Country or Territory.

15.2 CSE may immediately terminate the Purchase Order by giving written notice to the Supplier, if the Supplier breaches any part of this *clause 15*. Despite anything contrary in the Purchase Order, including *clause 11*, if CSE terminates the Purchase Order for a breach by the Supplier of *clause 15.1*, CSE will have no obligation to return any Goods or make any payments, or otherwise provide compensation to the Supplier, unless CSE has received all government authorisations required to do so.

15.3 If the Supplier becomes aware that it or any of its officers, employees, agents and subcontractors has, or may have, a conflict of interest in relation to the negotiation, conclusion or performance of the Goods under the Purchase Order, or that it may or its Personnel may have breached any part of *clause 15*, that the Supplier notifies CSE immediately after becoming aware of the conflict or potential conflict; breach or potential breach of this *clause 15* by emailing confidential@cse.net setting out the relevant matter.

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16. PRIVACY AND CONFIDENTIALITY

- 16.1 In the event of performing the Goods, the supplier will:
 - (a) not collect, use, disclose or transfer such Personal Information except in accordance with the applicable Data Protection Laws;
 - (b) not use any CSE Data for its own purposes or for any purposes other than those contemplated through the performance of the Goods;
 - (c) comply with all privacy and security measures CSE reasonably requires from time to time; and
 - (d) in connection with its access to and dealings with CSE data, comply with all laws, including Privacy Law.
- 16.2 The Supplier must notify CSE of any actual or suspected breach of *clause 16.1* and/or Privacy Law as soon as reasonably practicable, and in any case within forty eight (48) hours of becoming aware of such breach.
- 16.3 Use its reasonable endeavours to ensure that all CSE Data in its possession or control from time to time is kept secure.
- 16.4 The Supplier must treat the Purchase Order and any information provided by CSE or on its behalf, as confidential and must not disclose the Purchase Order or such information, the existence of the Purchase Order, the information contained in it or its subject matter to any third party (except as may be required to perform its obligations under the Purchase Order, by law, a Court order or the rules of any securities exchange) or use it for advertisement, display or publication without the prior written consent of CSE.

17. INTELLECTUAL PROPERTY

- 17.1 All Intellectual Property Rights subsisting in the delivery of the Goods including services, equipment, materials, designs, documents, specifications or methods of working created in the Purchase Order or otherwise by or on behalf of CSE for the purposes of delivering the Goods, remains the property of CSE.
- 17.2 Each Party retains ownership of its Intellectual Property which was in existence prior to the date of the Purchase Order, and which was not created in connection with the Purchase Order.
- 17.3 Each Party grants to the other a non-exclusive, royalty-free licence to use the Intellectual Property provided in the delivery of the Goods solely for the purpose of using the Goods.
- 17.4 The Supplier must not infringe any Intellectual Property Rights of CSE or any third party in the delivery of the Goods and indemnifies CSE for any such infringement.

18. DISPUTE RESOLUTION

- 18.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Purchase Order Terms and Conditions within twenty (20) Business Days of either Party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to a senior member of each Party with the authority to act on behalf of its Party to resolve the dispute.
- 18.2 Notwithstanding the existence of a dispute at any stage contemplated by this *clause 18*, the Parties must continue to perform and deliver the Goods in accordance with the Purchase Order Terms and Conditions.
- 18.3 If the dispute continues beyond the specified timeframe as noted in *clause 18.1*, the Parties must endeavour to settle the dispute by mediation. The mediation is to be conducted

by a mediator independent of the Parties appointed by agreement of the Parties, or failing agreement, by a person appointed by the Institute of Arbitration and Mediation Australia's Rules for Mediation of Commercial Disputes.

- 18.4 If a dispute cannot be resolved pursuant to *clause 18.3* within thirty (30) Business Days, either Party may commence court proceedings.
- 18.5 Any dispute, other than litigation, and any determination will be kept confidential and without prejudice between the Parties.
- 18.6 The Parties may be legally represented in any dispute. Each Party will bear their own costs and expenses of all counsel, witnesses and employees retained by it, except if a dispute is determined or otherwise involves court proceedings, in which case the court may determine otherwise.

19. DEFECTS AND TESTING

- 19.1 Where applicable, the Supplier shall complete factory acceptance tests contemplated by the Supplier as well as any requested system performance and acceptance tests and reliability tests. CSE shall be entitled to receive advance notice of not less than ten (10) business Days and witness each of the tests contemplated herein.
- 19.2 If CSE, its customer or end user, or their authorised representatives, upon inspection, make a determination that there are omissions, errors or deficiencies in the Goods, the Supplier, without charge to CSE, shall promptly take any necessary or CSE directed actions to correct any discrepancy or noncompliance with requirements that are revealed by inspection and inform CSE of such corrections within a reasonable period of time of receiving notification of such deficiency. CSE must be notified if there is an implied deficiency of any Goods that may impede performance and delivery of the Goods by the Delivery Date.
- 19.3 If at any time during the performance of the Goods, and any period after the Delivery Date as may be stated under the Purchase Order, the "Defects Liability Period", CSE discovers that the Supplier has delivered defective Goods, or the Goods do not comply with the Purchase Order (including any warranties given under *clause 3*, then CSE may (without limiting any other right available to it):
 - (a) give the Supplier a notice requiring it to, at its cost and within the reasonable time prescribed in the notice re-perform the Goods; and failure by the Supplier to comply with this *clause 19.2(a)*; then
 - (b) CSE will procure the Goods and/or have the Goods re-performed by another supplier and the cost, loss, damage and expense suffered or incurred by CSE will be a debt due and payable from the Supplier.

20. FORCE MAJEURE EVENT

- 20.1 If a Force Majeure Event occurs, the Supplier must give CSE a notice within five (5) Business Days of becoming aware of the Force Majeure Event containing full particulars of the Force Majeure Event, including its nature, likely duration and extent of the effects in meeting the Delivery Date of the Goods.
- 20.2 Provided that the notice contains all the details referred to in *clause 20.1*, the delivery of the Goods under the Purchase Order is suspended, to the extent that they are affected by the Force Majeure Event, from the date of the notice under *clause 20.1* until the impact of the Force Majeure Event has ceased.

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20.3 On cessation of the Force Majeure Event which is the subject of a notice given under *clause 20.1*, the Supplier must within a reasonable timeframe, give notice to CSE of the cessation of the Force Majeure Event and resume performance of the delivery of the Goods under the Purchase Order suspended as a result of the Force Majeure Event.

20.4 The Supplier must:

- (a) at its cost, use reasonable endeavours to reduce and remove the effect of the Force Majeure Event, which is the subject of a notice given under *clause 20.1*; but this *clause 20.4* does not require the Supplier to settle strikes or industrial disputes which constitute Force Majeure Events on terms which are not commercially acceptable to the Supplier; and
- (b) inform CSE in writing every ten (10) Business Days (or any other period agreed in writing by the Parties) after the date of notification of the Force Majeure Event of the ongoing effect of, and the steps taken to remove the effects of the Force Majeure Event.

20.5 If an event of Force Majeure occurs and continues for a continuous period of sixty (60) Business Days, CSE may at any time after that sixty (60) Business Day Period, in its discretion:

- (a) extend the Term for the period of the Force Majeure event in which case the Delivery Date is extended on the same terms; or
- (b) subject to *clause 11.5*, cancel or terminate the Purchase Order by giving the Supplier ten (10) Business Days prior written notice to that effect.

21 ASSIGNMENT AND SUBCONTRACTING

21.1 The Supplier cannot assign, transfer, charge or otherwise dispose of (including by way of declaration of trust) any of its rights, interests or obligations in respect of the Purchase Order without the prior written consent of CSE (which consent must not be unreasonably withheld).

21.2 Pursuant to *clause 21.1*, where the Supplier engages the services of a subcontractor, the Supplier shall ensure that all subcontracts between the Supplier and their subcontractor contain terms that oblige the subcontractor to perform its obligations under the subcontract in a way that ensures that the Supplier complies with its obligations under the Purchase Order Terms and Conditions.

21.3 The Supplier must obtain the written approval of CSE before appointing a subcontractor to perform any part of its obligations under the Purchase Order. The Supplier is liable to CSE for the acts and omissions of any subcontractor as if they were acts and omissions of the Supplier. For avoidance of doubt, the engagement of a subcontractor by the Supplier under the Purchase Order does not absolve the Supplier of its obligations under the Purchase Order Terms and Conditions.

21.4 CSE may assign its rights or delegate any obligation in respect of this Purchase Order or novate the Purchase Order to a Related Entity or party financially capable of meeting its obligations, and the Supplier irrevocably consents to such assignment, delegations or novation. If required by CSE, the Supplier must enter into any document reasonably required to give effect to the assignment, delegation or novation.

21.5 Subject to *clause 21.4*, the assignment, delegation or novation shall carry no additional terms to what is stated in the Purchase Order Terms and Conditions.

22 GENERAL

22.1 **Entire Agreement** – To the extent permitted by Law, these Purchase Order Terms and Conditions and any applicable addendums/appendices/schedules/special conditions if noted in the Purchase Order constitutes the entire agreement between CSE and the Supplier. This document is a legally binding document.

22.2 **Variation** – The Purchase Order Terms and Conditions (these Terms) may only be varied by written agreement between both Parties.

22.3 **Governing Law** – These Terms are governed by and must be construed in accordance with the laws of the state or territory in Australia as nominated by CSE. Each party irrevocably submits to the non-exclusive jurisdiction of these courts in the respective State or Territory of Australia in respect of all matters arising out of or relating to these Purchase Order Terms and Conditions, its performance or subject matter.

22.4 **Notices and service** – Unless otherwise agreed in writing, any notice or other communication required under these Terms must be in writing and directed to the addresses of the Parties noted on the Purchase Order (being CSE and the Supplier). A notice or other communication given takes effect when received, and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by post, 6 Business Days after the date of posting; or
- (c) if sent by email, on receipt of a transmission report confirming successful delivery of the email; but if the delivery, receipt or email is not on a Business Day, the notice or other communication is taken to be received at 9:00am on the Business Day after that delivery, receipt or email.

Court documents commencing legal proceedings may be served in accordance with this *clause 22.4*.

22.5 **Acceptance and Change** – The Parties may request changes to the Purchase Order, by written notice to the other Party's contact specified in the Purchase Order, in response to which CSE may issue a changed Purchase Order to reflect the changes. If either Party is unable to accept the requested changes, CSE may cancel the Purchase Order. An amendment to any term of the Purchase Order, or waiver of any right arising under or in connection with the Purchase Order, must be in writing and signed by the Parties.