

TERMS AND CONDITIONS OF PURCHASE

1. Sale and Purchase of Goods

- 1.1** The Purchaser shall order Goods by placing a Purchase Order on the Supplier and the Purchaser has no obligation or liability to purchase any Goods until the Purchaser has so placed a Purchase Order on the Supplier.
- 1.2** The Supplier agrees to supply Goods to the Purchaser in accordance with the terms of this Purchase Order (which includes these Terms and Conditions of Purchase) which are deemed to be accepted in full by the Supplier upon supply of the Goods, and shall not be superseded by any terms and conditions of the Supplier. To the extent that the Supplier's standard terms and conditions or terms and conditions are supplied with the Goods (including as printed on consignment notes or other documents) those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if a representative of the Purchaser signs those terms and conditions).
- 1.3** Where this Purchase Order relates to Goods the subject of a written contract between the Purchaser and the Supplier, the terms of that contract apply and prevail to the extent of any inconsistency with these terms.
- 1.4** No change, modification or extension of this Purchase Order or additional charges, fees or penalties shall be effective against the Purchaser unless it is made in writing making specific reference to this Purchase Order and is signed by an authorized representative of the Purchaser. The Purchaser reserves the right to make changes to this Purchase Order in whole or in part, or to cancel such Purchase Order. Upon cancellation, the Supplier shall immediately discontinue performance.
- 1.5** The Supplier and the Purchaser acknowledge that the health and safety of all persons is at all times the paramount consideration in the performance of the Purchase Order and supply of the Goods.
- 1.6** The Supplier must in supplying the Goods:
- (a) not interfere with the Purchaser's activities or the activities of any other person at the Delivery Address;
 - (b) provide such information and assistance as the Purchaser reasonably requires in connection with any statutory or health and safety or environmental investigation in connection with the supply of the Goods;
 - (c) on request by the Purchaser, provide to the Purchaser and its employees, agents and consultants any information and assistance required to identify, evaluate, implement and report on any matter required by law in respect of anything used, produced or created in connection with the supply of the Goods.
- 1.7** Time is of the essence for the supply and performance of the Goods.

2. Specifications

- 2.1** The quantity, quality and description of the Goods including their contents, labelling or marking must comply with the details specified in the Purchase Order and the Specified Conditions. For all printing orders, a printed proof must be submitted to the Purchaser for approval.
- 2.2** All samples, plans, drawings, data, descriptions or other specifications (together with any copyright, design rights or any other intellectual property rights in them) or any other confidential information (including without limitation sales and market information and business strategies) supplied by the Purchaser or any associated entity of the Purchaser to the Supplier in connection with the Purchase Order, are the exclusive property of the supplying entity and shall be held in strict confidence by the Supplier and are to be used solely for the purposes originally intended in connection with this Purchase Order. The Supplier must keep confidential and not use or disclose to any third party the information contained in those documents except to the extent required for the purpose of fulfilling the Purchase Order and treat such data, information and resulting work product with the same degree of care and confidence that it uses to protect its own proprietary or confidential information (but not less than a reasonable standard of care) and shall ensure that each of its employees to whom such data, information or work product is known is held to a similar standard.
- 2.3** Goods ordered to be made with use of the Purchaser's confidential information, trademarks and trade names or the Purchaser's customer's trademarks or trade names shall be furnished by the Supplier exclusively to the Purchaser. Any excess of such inventory shall be destroyed by the Supplier at its own expense, or sold with written authorization from the Purchaser. The parties agree that nothing in these terms is intended to transfer ownership of any Purchaser confidential information or intellectual property and the Supplier shall have no ownership interest in any such information.
- 2.4** The Supplier shall not use the Purchaser's name in advertising or publicity of any kind without the Purchaser's prior express written consent.
- 2.5** The Supplier must comply with all applicable laws, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
- 2.6** Where applicable, the Supplier shall provide documentation to establish that appropriate Hazard Identification Risk Assessment and Risk Control Measures have been undertaken such that the Goods supplied (whether goods or services) comply with occupational health and safety requirements.

3. Payment

- 3.1** In consideration of the due and proper performance of this Purchase Order by the Supplier, the Purchaser will pay to the Supplier the Price.
- 3.2** The Supplier may invoice the Purchaser only on or after the latter of Delivery Date or the actual delivery of the Goods.
- 3.3** Unless otherwise stated in the Purchase Order, the Purchaser will pay for the Goods within 30 days after the end of the month in which the Goods are invoiced. Payment for taxable supplies are conditional upon the issue of a tax invoice meeting all requirements of a valid invoice for GST purposes including reference to this Purchase Order and full details of the Goods, including any details the Purchaser may specifically require.
- 3.4** The Purchaser has the right to delay payment to the Supplier, without loss of discount, if any, and without breaching any term contained herein, in the event the Purchaser has reason to believe that an event exists that may give rise to a breach of this Purchase Order by the Supplier. Such remedy shall not constitute any waiver of Purchaser's additional rights or remedies against Supplier in the case of late delivery.
- 3.5** The Purchaser may set off any amounts owed by the Purchaser to the Supplier or its affiliates against any amount which may be due and payable from the Supplier to the Purchaser.
- 3.6** The Price (unless actually stated to the contrary in the Purchase Order) is inclusive of all taxes and duties, excluding GST, and all costs incurred by the Supplier in the supply of the Goods including all charges for packaging, insurance and delivery for and/or provision of the Goods and is not subject to rise and fall, escalation or review.
- 3.7** Payment in respect of an invoice shall not constitute acceptance by the Purchaser or an acknowledgment that the Goods have been provided satisfactorily and the Purchaser shall be entitled to all remedies under this agreement or at law or otherwise in respect of defective or unsatisfactory Goods provided by the Supplier.
- 3.8** The Supplier represents, warrants, and agrees that the Price will at all times be no higher than the charges currently being paid for similar goods and/or services by any other customer of the Supplier. The Supplier shall equitably adjust all charges payable by the Purchaser in order to comply with this clause. At any time the Purchaser so requests, the Supplier shall certify in writing to the Purchaser that the Supplier is in compliance with this clause and shall provide all information that the Purchaser reasonably requests in order to verify such compliance. In the event the Purchaser finds a third party willing to supply a like product or service to the Purchaser at a price lower than the Price, the Purchaser shall notify the Supplier of such lower price and the Supplier shall have ten (10) business days to meet such lower price. In the event the Supplier fails to meet such lower price within ten (10) business days, then the Purchaser may at its option terminate this Purchase Order with no further liability hereunder.

4. Delivery of Goods (being goods)

- 4.1** The Supplier must adequately pack and protect the Goods (being goods) in accordance with the Purchaser's instructions and any requirements of the carrier and in the manner necessary to ensure that they reach the Delivery Address in an undamaged condition. If possible, the packaging must be designed with a view to its reuse and recycling. The Purchaser will not be responsible for any packing materials or cases.
- 4.2** The Supplier will clearly mark each packing slip, bill of lading and invoice with the applicable Purchase Order and Delivery Address, contents, quantity, date, method of despatch and weight of each package

and label and identify the Goods as otherwise required by law or as is necessary or desirable to allow or permit full and adequate disclosure or warning to any person or persons who or may come into contact with use or process the Goods.

- 4.3** Unless otherwise agreed in writing, the Supplier must deliver the Goods to the Delivery Address during the Purchaser's usual business hours on the date on or before the Delivery Date. Unless agreed in writing, partial deliveries will not be accepted. The Supplier shall reimburse the Purchaser in respect of all expenses incurred in (a) improper and/or faulting packaging; (b) improper marking and/or routing; (c) the Goods not being delivered by the Delivery Date; and (d) return of any items delivered in excess of the quantity specified in the Purchase Order. Should any Goods be delivered more than seven (7) days prior to the Delivery Date without the prior approval of the Purchaser, the Purchaser may, in its absolute discretion refuse to accept delivery of the Goods. The Supplier shall notify the Purchaser immediately if the Supplier has any reason to believe that the Goods will not be delivered/performed as ordered.
- 4.4** Delivery of the Goods shall be on the basis of Cost Insurance and Freight ("CIF") or Free on Board ("FOB") or Free Alongside Ship ("FAS") or Cost and Freight ("CFR") or Ex Works ("EXW") in accordance with the prior agreement of the parties.
- 4.5** Irrespective of the time period which may occur between delivery and acceptance, all Goods delivered are not accepted by the Purchaser until inspected by the approved officers of the Purchaser at the Delivery Address.
- 5. Installation of Goods/Provision of Goods (being services)**
- 5.1** The Supplier must perform all work comprised within the Goods, by the Delivery Date.
- 5.2** If the Supplier is required by the terms of the Purchase Order to perform or does perform any work on the Purchaser's premises:
- (a) The Supplier must obtain the prior permission of the Purchaser to gain access to their premises for the purpose of installation and/or provision of the Goods.
 - (b) The Supplier shall supply, at their own expense, all labour, equipment, and other costs necessary to satisfactorily perform the scope of all works to be provided as part of the Goods including all appropriate warning signage (or barricading) where necessary and shall ensure that signage is in place to warn of risks and hazards whilst performing the works.
 - (c) The Supplier agrees that it is solely and independently responsible for the direction, supervision and control of its employees, subcontractors and for any other persons or firms that the Supplier engages to assist in the completion and performance of this Purchase Order ("Supplier's labour").
 - (d) The Supplier must comply with, and will ensure the Supplier's labour, are made aware of and comply with, all applicable laws (including relevant occupational health and safety legislation) and all site standards and relevant policies and procedures of the Purchaser (including site inductions) to the extent they are applicable to the supply of the Goods as well as all lawful directions and orders given by the Purchaser's representative or any person authorised by law to give directions to the Supplier.
 - (e) The Supplier will ensure the Supplier's labour entering the Purchaser's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as to not prejudice safe working practices, safety and care of property and continuity of work, and if requested provide to the Purchaser proof of such compliance.
 - (f) The Supplier shall maintain adequate safeguards and shall use reasonable care to protect the Purchaser's employees, invitees and property on or near the premises.
 - (g) The Supplier shall prior to commencement of such works furnish to the Purchaser a certificate of currency showing the Supplier carries adequate public liability and property damage insurance and workers compensation insurance with insurers, and such other insurances as the Purchaser may reasonably require and in amounts and coverage acceptable to the Purchaser.
 - (h) The Purchaser may require removal from its premises of any of Supplier's labour that breaches the obligations set out in this clause.

6. Risk and Title in the Goods

- 6.1** Title to and property in the Goods shall pass to Purchaser on the first to occur of payment of any part of the Price or delivery to the Delivery Address. Such Goods yet to be delivered by the Supplier shall be appropriately marked and identified as the property of Purchaser. The Supplier shall not be entitled to lodge any security interest within the meaning of the Personal Property Securities Act 2009 (Cth) or Personal Property Securities Act 1999 (NZ).
- 6.2** Unless otherwise agreed to by the parties, risk in the Goods shall remain with Supplier until possession, ownership and full legal title to the Goods are transferred to and accepted by the Purchaser. Any loss or damage to Goods howsoever caused when under the Supplier's risk shall at its own cost be rectified by the Supplier and the Supplier shall insure the Goods accordingly. Thereafter when the risk in the Goods has transferred to the Purchaser, the Supplier shall be liable for any loss or damage to such Goods to the extent caused by its negligence, wilful act, misconduct, fault, breach of duty (statutory or otherwise) or breach of the Purchase Order.
- 6.3** Should for any reason title to the Goods not have passed to the Purchaser, the Purchaser shall, subsequent to delivery of the Goods and prior to payment of the Price to the Supplier, be entitled to:
- (a) Sell the Goods to any other party in the ordinary course of business and the purchaser of the Goods shall obtain good title thereto; and/or
 - (b) Use the Goods in the manufacture of other products whereupon all rights and title of the Supplier in the Goods shall be extinguished.
- 6.4** It is hereby agreed by the Supplier that unless specifically provided for in writing to the contrary, all materials or know how created or provided by the Supplier as part of this Purchase Order and all right, title and interest or intellectual property right in or associated therewith (including without limitations, designs, photography, logos, text etc) shall upon payment of the Price to the Supplier, vest in the Purchaser, who shall be entitled at their absolute discretion to utilize, reuse, adapt or use all or part of such materials or know how. The Supplier acknowledges that the Purchaser and the successors and assigns of the Purchaser shall have the right to obtain and hold in their own name any and all such intellectual property rights and agrees to promptly execute any documents or instruments and take any other actions reasonably requested by the Purchaser to effectuate the purposes of this clause. In the event that the Supplier discloses any unpatented method, processes or information concerning the product sold, it shall be considered to be a part of the product sold and included in the selling price, unless the Supplier clearly expresses otherwise in writing at the time of sale or prior thereto and the same is thoroughly understood and accepted by Purchaser in writing. The Supplier specifically waives any right to assert any claim for any relief and/or recovery based on the Purchaser's actual or alleged use of such methods, processes or information.

7. Warranties

- 7.1** The Supplier warrants and represents to the Purchaser that the Goods will comply with the Specified Conditions and the Supplier has the right to sell the Goods free from any encumbrances and that the Purchaser will enjoy quiet possession of the Goods.
- 7.2** The Supplier warrants that the Goods or the use of the Goods by the Purchaser will not infringe upon any patent, trademark, or any other intellectual property right.
- 7.3** The Supplier also warrants in respect of any Goods which include services that:
- (a) the Supplier shall perform all services in a professional manner and in accordance with the highest standards of the Supplier's industry,
 - (b) the Supplier has the expertise necessary to provide the services, and
 - (c) the services will strictly conform to the Specified Conditions.
- 7.4** The Purchase Order shall not be construed so as to limit, restrict or modify the operation of any Commonwealth, State or Territory act or regulation rendering void or prohibiting such exclusion, limitation, restriction or medication.

8. Default and Remedies

- 8.1** If:
- (a) the Supplier breaches any of the terms and conditions contained in this Purchase Order, or
 - (b) there is any material change in the direct or indirect beneficial ownership or control of the Supplier which, in the reasonable opinion of the Purchaser, will affect the Supplier's ability to perform its obligations under any purchase order; or
 - (c) any secured creditor of the Supplier takes any step to exercise its rights in relation to the supply of

- assets or the Supplier assigns any of its property for the benefit of or enters into any arrangements with its creditors or any step is taken to appoint a receiver, receiver and manager, liquidator, provisional liquidator or administrator over all or any part of the Supplier's assets or business,
- then the Purchaser may, without prejudice to any other rights or remedies available to it cancel and terminate, either all or in part, this Purchase Order or any other purchase order with the Supplier in respect of Goods not yet delivered.
- 8.2** Without prejudice to any other remedy, if any Goods are supplied in breach of any warranty or representation given by the Supplier or are otherwise not in accordance with the Purchase Order, the Purchaser may:
- (a) (i) at its discretion, require the Supplier to repair the Goods or to supply replacement Goods within seven (7) days, or undertake repair or replacement of the Goods at the Supplier's expense; or
- (ii) treat the Purchase Order as discharged by the Supplier's breach and return any Goods delivered and require the repayment of any part of the Price which the Supplier has been paid; and/or
- (b) in addition or as an alternative to the rights under paragraph (a), seek damages which would place the Purchaser in the same position in all respects whatsoever as if the default had not occurred; and/or
- (c) if the Purchaser does not initially wish to exercise its remedies under paragraph (a)(i) of this clause, the Purchaser may pay a price as fixed by agreement between the Purchaser and the Supplier and accept the Goods wither in whole or in part and use or process those Goods for a purpose other than the purpose for which the Goods were originally intended. If agreement of such price cannot be reached, the Purchaser may return the Goods in accordance with paragraph (a)(ii) of this clause.
- 9. Liability and Indemnity**
- 9.1** The Supplier will be liable for and shall indemnify the Purchaser and its employees and agents from and against any loss or damage caused to the property of the Purchaser or any damage or injury caused to any person or their property due to any act, omission or negligence of the Supplier or its sub-contractors, agents or employees, or by the use of any materials, methods or apparatus of the Supplier.
- 9.2** The Supplier indemnifies and keeps the Purchaser and its employees and agents and its successors and/or assigns indemnified in full against all liability, loss, damages, claims (founded or unfounded), costs and expenses (including legal expenses) of any nature whatsoever suffered or incurred directly or indirectly (including any GST payable by the Purchaser on amounts paid by the Supplier under this indemnity) awarded against or incurred or paid by the Purchaser or any other persons as a result of or in connection with any:
- (a) personal injury, death, property damage or other harm arising out of an actual or alleged defect in the Goods or any failure by the Supplier to comply with the terms and conditions of this Purchase Order including without limitation any breach of warranty or representation given by the Supplier in relation to the Goods;
- (b) claim that the Goods infringe, or the importation, use, sale or resale of the Goods infringe the patent, copyright, design, trade mark or other intellectual property rights of any other person;
- (c) liability under Australian Consumer Law or Consumer Guarantees Act (NZ);
- (d) actual or alleged defect or fault in the Goods; or
- (e) otherwise caused or contributed to by any act, omission or negligence of the Supplier or any of its sub-contractors, agents or employees arising directly or indirectly out of the manufacture, supply or installation of the Goods
- 9.3** The liability of the Supplier under clauses 9.1 and 9.2 shall be reduced proportionately to the extent such loss was directly caused by any act or omission of the Purchaser.
- 9.4** The Supplier must, at its own expense, obtain and maintain adequate insurance (including without limitation if relevant, public/product liability insurance, workers compensation insurance, motor vehicle insurance and all risks insurance) to the satisfaction of the Purchaser against all insurable liability under the terms and conditions contained in the Purchase Order (a) arising from the use of the Goods by the Purchaser or any third party; and (b) in respect of delivery of the Goods until such time as the risk passes from the Supplier to the Purchaser. Insurance coverage for public/products liability must be not less than \$10 million in the annual aggregate and not less than \$10 million for each and every claim. The Supplier shall, upon request, furnish the Purchaser within seven (7) days of request, Certificates of Currency in respect of such insurances. The Purchaser shall be named as an additional insured to the extent its interest may appear. Any failure of the Purchaser to request such certificates or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of the Supplier's (or its agents' or subcontractors') obligation to maintain such insurance. For any claims relating to this Purchase Order, the Supplier's insurance shall be deemed to be primary and not contributing to or in excess of any insurance policy held by the Purchaser. Any insurance excesses will remain the responsibility of the Supplier. If the Supplier fails to maintain the insurance as set forth herein, the Purchaser shall have the right, but not the obligation, to purchase said insurance at the Supplier's expense and to deduct the premiums therefore from any amounts otherwise due to the Supplier.
- 9.5** The Supplier acknowledges that the Purchaser will not be, in any circumstances, liable for direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by or related to this Purchase Order (even if caused by the Purchaser's negligence), and regardless of whether the Purchaser was informed in advance of the possibility of such loss or damage.
- 10. Force Majeure**
- 10.1** Where a party is unable, wholly or in part due to industrial dispute, shortages of materials or labour, shipping delays, accident (whether occasioned by the negligence of the party or its servants or agents or otherwise howsoever), war (declared or undeclared), blockade, riot, act of terrorism, fire, explosion, government or quasi-governmental restraints, any Act of God or any other cause whatsoever beyond the reasonable control of the party or which by the exercise of reasonable diligence it is unable to prevent, to carry out any obligations under this Purchase Order and that party gives to the other party prompt notice of that event with full particulars thereof and insofar as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation and uses all possible diligence to remove the event as quickly as possible, that obligation is suspended so far as it is affected by the force majeure event during the continuance thereof.
- 10.2** In such an event, the Purchaser shall be entitled to obtain elsewhere for the duration of such force majeure event the supplies or services ordered under the Purchase Order and to reduce accordingly and without any obligation to the Supplier the quantity or amount of supplies of services ordered under this Purchase Order.
- 11. General**
- 11.1** The termination of this agreement shall not affect either party's rights to additional or alternative remedies provided by law or in equity. The rights and obligations of the parties under clauses 2.2 (Confidentiality), 4 (Delivery), 5 (Installation), 6.2 (Risk of Loss), 6.4 (Intellectual Property), 7 (Warranties), 9.5 (Limitation of Liability), 11.6 (Severability) and 11.7 (Governing Law), shall continue after the termination of this Purchase Order.
- 11.2** In the interpretation and construction of this Purchase Order, the parties acknowledge that the terms of this Purchase Order reflect fair negotiations between the parties and that this Purchase Order shall not be deemed, for the purpose of construction and interpretation, to have been drafted by either party hereto. The parties agree the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in respect to this Purchase Order.
- 11.3** The Supplier must observe all applicable privacy laws in performance of its obligations under this agreement.
- 11.4** The Supplier shall maintain complete and accurate records of and supporting documentation regarding provision of the Goods under this Purchase Order, including the amounts invoiced and payments made by the Purchaser in accordance with generally accepted accounting principles applied on a consistent basis, and shall retain such records for seven (7) years after final payment. The Supplier agrees to provide the Purchaser with documentation and other information with respect to the Goods and each invoice as may be reasonably requested by such Purchaser to verify accuracy and compliance with the provisions of this Purchase Order. The Purchaser and its authorized agents and representatives shall have access to such records for purposes of audit during normal business hours during the term of this Purchase Order and during the period for which the Supplier is required to maintain such records.
- 11.5** The non-exercise or delay in exercising any power or right of a party does not operate as a waiver of that power or right nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing signed by the party to be bound by the waiver.
- 11.6** If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and will continue to be, enforceable in accordance with their terms. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective
- 11.7** It is agreed the contract for the purchase and supply of the Goods under this agreement is formed at the registered office of the Purchaser, and this agreement shall be governed by and construed in accordance with the law in force at registered office of the Purchaser. The Supplier hereby submits to the non-exclusive jurisdiction of the courts of located within the jurisdiction of the registered office of the Purchaser. Notwithstanding any provision to the contrary, any claim or dispute by the Supplier shall be brought against the Purchaser within one year after the occurrence of the event giving rise to such dispute otherwise, the Supplier forever releases and discharges the Purchaser from all actions, suits, charges, claims demands or any liability whatsoever in any way arising out of or in connection with such event.
- 11.8** The Supplier has reviewed Purchaser's "Supplier Code of Conduct" and agrees that it will comply with all requirements of the Supplier Code of Conduct, additional copies of which may be obtained at the Supplier's website. The Supplier's failure to comply with the Supplier Code of Conduct shall constitute Supplier's breach of these terms. The Purchaser may, at its sole option, terminate any purchase order immediately without further liability in the event of the Supplier's breach.
- 11.9** The Supplier shall comply with all federal, state and local laws at all times, and Supplier shall perform its obligations under the Purchase Order in a manner that complies with all applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections. Neither the Supplier nor any director, officer, agent, employee or affiliate of the Supplier has violated or is in violation of any anti-corruption law, rule or regulation applicable to the Supplier, including the U.S. Foreign Corrupt Practices Act, the Australian Commonwealth Criminal Code Act, Crimes Act (Victoria) and anti-bribery legislation of all other Australian States, the New Zealand Crimes Act and Secret Commissions Act or the laws of any country in which Supplier does business. Without limiting the foregoing, in connection with the performance of this Agreement, neither the Supplier nor any person acting on its behalf shall: (i) take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any government official for the purpose of obtaining or retaining business for or with, or directing business to, the Purchaser or the Supplier; (ii) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iii) use any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity.
- 11.10** The Supplier shall not be permitted to sub-contract or assign any of its rights, obligations or any other interest under this Agreement to any third party without the prior written approval of the Purchaser. The Supplier shall be responsible for all acts, omissions, statements and representations of any sub-contractor or assignee so approved by the Purchaser and an approval of a sub-contractor shall not relieve the Supplier of any obligations under this Agreement. The Supplier shall be solely responsible for any and all costs and other liabilities owing to the subcontractor. Use of any subcontractor shall not result in any increased cost or liability to Purchaser, shall not relieve Supplier of any of its obligations under any Purchase Order and shall not result in any extension to delivery dates or other time schedules. The Supplier shall be the Purchaser's sole point of contact regarding the Goods, including with respect to payment. The Supplier shall have its subcontractors agree in writing to abide by the terms of clauses 2.2 (Confidentiality), 6.4 (Intellectual Property) and 11.8 (Supplier Code of Conduct). Any assignment by Supplier, in whole or in part, without the prior written consent of Purchaser shall be void and ineffective.
- 11.11** The Supplier represents and warrants that it is not designated on, owned by or associated with, any party designated on any U.S., E.U., Australia, New Zealand or other government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security (BIS) Denied Persons List, Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control's (OFAC's) Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls (DDTC) Debarred Parties List, and the Supplier agrees that it will not sell or transfer any Goods to, and it will not purchase or acquire any goods from such persons. The Supplier shall comply with all applicable U.S., E.U., Australia, New Zealand or other applicable economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, Department of Foreign Affairs & Trade (Australia) and/or Ministry of Foreign Affairs & Trade (NZ), the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.
- 12. Definitions and Interpretation**
- In these terms and conditions of Purchase Order:
- "Delivery Address"** means the address (if any) specified on the Purchase Order for the delivery of the Goods
- "Delivery Date"** means the Date Required specified in the Purchase Order or if no date is recorded, the date agreed between the parties
- "Goods"** means the goods and/or services or any of them, or both, stated on the Purchase Order
- "Price"** means the price or rates specified as such in this Purchase Order
- "Purchase Order"** means a written or electronic order placed by the Purchaser upon the Supplier for the acquisition of Goods
- "Purchaser"** means the company issuing the Purchase Order and/or acquiring the Goods
- "Supplier"** means the person or corporation from which the Purchaser is acquiring the Goods
- "Sample"** means any sample of goods or drawings or specifications supplied by the Supplier and/or any demonstration provided by the Supplier of any goods or services and approved by the Purchaser, and
- "Specified Conditions"** means:
- if the Goods are supplied by description, that description; and/or,
 - if the Goods are supplied by reference to Sample, that Sample; and/or
 - if the Goods are supplied by reference to specification or drawings or both, those specifications or drawings or both and to the extent that they are not inconsistent with the specifications, any applicable descriptive or technical specifications contained in any quotation or promotional material of the Supplier; and/or
 - that the Goods are of merchantable quality and fit for any purpose which the Purchaser has made known to the Supplier or for which the Goods are commonly supplied and, unless otherwise specified in the Purchase Order, be new, and/or
 - the Goods comply with the law in the country in which they were manufactured and Australia and any relevant State in which they are to be delivered (including without limitation, laws in respect to safety, environment, hygiene (NICNAS) and regulated timber products).
- In the interpretation of these terms, words importing the singular include the plural (and vice versa) and words denoting a given gender shall include all other genders; a reference to a person, individual, corporation, trust, partnership, joint venture, statutory or other authority, association (incorporated or unincorporated), state or government includes any of the foregoing; a reference to any legislation or a provision thereof includes any statutory modification or re-enactment or any legislative provision substituted therefore and all regulations, by-laws and other statutory instruments issued thereunder; and if more than one person is named and described as the Supplier the obligations of those persons under these terms will be joint and several.