

## PURCHASE ORDER TERMS AND CONDITIONS

### 1. Contract

- 1.1 The entire contract between Scentre Group and the person to whom the purchase order is addressed (**Supplier**) (**the Contract**) comprises:
- these Terms and Conditions; and
  - the description on the purchase order to which these Terms and Conditions are attached (**Purchase Order**); and
  - where there is another agreement between Scentre Group and the Supplier in respect of the subject matter of the Purchase Order, that agreement (**Associated Agreement**).
- 1.2 Where there is an Associated Agreement, if there are discrepancies between the Associated Agreement and these Terms and Conditions, the Associated Agreement will prevail.
- 1.3 If the Supplier finds any discrepancy, error or ambiguity in or between the documents comprising the Contract, it must inform Scentre Group and follow Scentre Group's instructions.

### 2. Fundamental Obligations

- 2.1 The Supplier must commence to carry out the provision of goods and services (**the Work**), or deliver the goods or materials, as set out in the Purchase Order:
- on or before the delivery date shown on the Purchase Order; and
  - to the location described on the Purchase Order.
- 2.2 Scentre Group must pay the Supplier the amount set out in the Purchase Order as the "total cost" of the subject matter of the Purchase Order, plus any applicable GST, in the amount and at the times set out in the Purchase Order.
- 2.3 Scentre Group may, either itself or by a third party, perform an obligation which the Supplier was obliged to perform under the Contract but which the Supplier failed to perform and the costs, losses and damages suffered or incurred by Scentre Group in doing so will be a debt due from the Supplier to Scentre Group.
- 2.4 In the event the Supplier fails to perform any obligations under the Contract, and Scentre Group, either itself or by a third party, performs those obligations, Scentre Group will not be obliged to pay the Supplier any amount in the Purchase Order in connection with performing those obligations.

### 3. Indemnity

- 3.1 The Supplier shall indemnify Scentre Group from and against all or any losses, damages, claims, actions, suits, proceedings, demands, costs and expenses for which Scentre Group is or may become liable arising out of the performance of the Contract, or any acts or omissions of the Supplier, its agent, licensee, employee or representative in connection with the Contract. The Supplier's indemnity will exclude any liability resulting from the negligence of Scentre Group.

### 4. Insurance

- 4.1 The Supplier will, at the Supplier's expense, effect and keep current a policy covering product and public risk which will:
- provide for a minimum cover of twenty million dollars (\$20,000,000) for each occurrence and unlimited in the aggregate; and"
  - extend to cover any liability in respect of accidents or claims arising out of or in the course of or caused by the provision of the Contract by the Supplier and which results in death or bodily injury (including illness) to any person or damage to any property or as a result of an act or omission of the Supplier, its agent, licensee, employee or representative.
- 4.2 The Supplier will, at the Supplier's expense, effect and keep current Workers Compensation Insurance to the full extent of the Supplier's liability under all applicable Workers Compensation Legislation and at common law.
- 4.3 A certificate of currency in relation to the insurance policies (referred to in 4.1 and 4.2) will be furnished to Scentre Group on request.
- 4.4 The Supplier must advise Scentre Group if an event occurs which gives rise to or may give rise to an insurance claim by the Supplier in connection with the Contract or the subject matter of the Contract.

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## 5. Privacy

- 5.1 The Supplier will at all times comply with all requirements of the Privacy Act 1988 (Cth) (**Privacy Act**) in performing the Contract and carrying out the Work and dealing with any personal information provided in connection with the Contract, even if it is not otherwise obliged to comply with the Privacy Act.
- 5.2 The Supplier will at all times only use the personal information provided in connection with the Contract for the purposes contemplated by the Contract or as otherwise directed by Scentre Group from time to time, and will take all steps which are reasonable in the circumstances to protect any personal information held by it in connection with the Contract from misuse, interference or loss, and from unauthorised access, modification or disclosure, and ensure that it is otherwise treated in accordance with any reasonable data protection policies notified to it by Scentre Group from time to time.
- 5.3 The Supplier will not transfer any personal information provided in connection with the Contract to a country or territory outside of Australia, without Scentre Group's prior written consent.
- 5.4 The Supplier must immediately notify Scentre Group if it becomes aware of a breach of the Privacy Act in connection the Contract and provide Scentre Group will all reasonable assistance in connection with any investigation into any suspected, actual or alleged breach of the Privacy Act or these obligations.

## 6. Environment, Health and Safety (EH&S) Requirements for Carrying out the Work (Clause 6 only applies where Work is being conducted onsite at a Scentre Group location)

- 6.1 The Supplier must at all times coordinate the Work with Scentre Group and any other persons to the extent necessary to ensure compliance with all applicable regulatory or other authority requirements and must undertake all necessary or desirable precautions for the protection of the environment and the safety of all persons at the workplace and within the Scentre Group location and environs.
- 6.2 Without limiting the Supplier's obligations in clause 6.1 above, the Supplier confirms that it will, prior to commencing the Work:
- a. establish and implement in consultation with the Supplier's employees, EH&S procedures, which must include as a minimum, measures to address workplace and work process EH&S hazard identification and assessment, the development of risk elimination and/or control measures and first aid/emergency measures, specifically developed for the carrying out of the Work;
  - b. ensure that all persons engaged in carrying out the Work have been instructed and trained in the Supplier's EH&S procedures, all plant and equipment, chemicals and substances and the requirements of the relevant authorities and are competently supervised;
  - c. ensure all persons engaged in carrying out the Work have undertaken all training and induction courses required including any relevant Scentre Group and / or Centre-specific induction training course prior to commencing the Work;
  - d. ensure persons not under the Supplier's control are not exposed to hazards arising from the Supplier's work;
  - e. be responsible for and coordinate the Work, to ensure no persons are exposed to EH&S risks, at all times until the Work is completed;
  - f. obtain any permits required by law or by prudent business practice or otherwise requested by Scentre Group, and carry out the Work in accordance with all such permits;
  - g. ensure that all plant and equipment, chemicals and substances (used at the workplace) meets all manufacturers and legislative standards for safe use; and
  - h. in addition to 5.2 (a) prepare or ensure documented task and location specific EH&S procedures are prepared for all high risk work, this includes work involving:
    - i. structural alterations that require temporary support; or
    - ii. work at a height from which a person or materials may fall 2 metres or more; or
    - iii. work in or around excavation to a depth of 1.5 metres or more; or
    - iv. building maintenance or construction work near traffic or mobile plant; or
    - v. work in or around gas or electrical installations; or
    - vi. work within communication transmitting and receiving device exclusion areas; or
    - vii. other work deemed to be high risk work.
- 6.3 The Supplier is appointed, acknowledges and agrees that the Supplier is principal contractor for any Construction Work (as defined in applicable Health & Safety Legislation) associated with the Work.
- 6.4 The Supplier shall display at the location of any Construction Work Signs on which the name and contact telephone numbers of the Supplier are clearly visible.

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- 6.5 The Supplier must ensure all incidents / accidents that are required to be notified to the authorities are reported to the authorities and to Scentre Group immediately.
- 6.6 The Supplier must ensure that their EH&S Procedures are relevant at all times to all work actually being performed.
- 6.7 Scentre Group does not adopt the Supplier's EH&S procedures or work methods and does not certify that the Supplier's EH&S procedures or work methods are appropriate. Scentre Group relies at all times on the Supplier's expertise to ensure that the Supplier's EH&S Procedures and work methods are safe and without risk.
- 6.8 Appropriate documentation describing how the Supplier will comply with this clause 6 "Environment, Health and Safety (EH&S) Requirements for carrying out of the work" must be made available to Scentre Group upon request.
- 6.9 For all work the Supplier must complete the Contractor EH&S Invoice Declaration in the form specified by Scentre Group and forward it with their invoice before Scentre Group will be required to make any payment in connection with the Work.
- 6.10 The Supplier must ensure that their CM3 registration and prequalification is up to date at all times. The Supplier must complete one online Invoice Declaration Form covering all work completed at Scentre Group sites during the previous month. If the Supplier fails to do so, the Supplier acknowledges that it will result in delayed payment, or non-payment, of any invoice submitted during this time.

Supplier  
Company Name: \_\_\_\_\_ ABN: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_