

PURCHASE ORDER TERMS AND CONDITIONS

1. Order process

Queensland Hydro Pty Ltd ACN 661 444 515 (**Queensland Hydro**) will issue a Purchase Order which is an offer to the Supplier. The Supplier can accept the Order by notifying Queensland Hydro, or by supplying the Goods or Services to Queensland Hydro.

2. Scope

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

3. Supply of Goods

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

4. Supply of Services

The Supplier will supply the Services punctually and with due care, skill and diligence, and otherwise in the manner Queensland Hydro reasonably requires. The Supplier warrants that it has the necessary skills, qualifications, licences and expertise to perform the Services in accordance with the Order. Unless otherwise agreed, the Supplier will provide all equipment, personnel, and other resources the Supplier requires to perform the Services.

5. Price and payment

Unless otherwise agreed, the Price includes all Government taxes, duties and charges, including GST. The Supplier may invoice Queensland Hydro within 7 days after delivery of the Goods or completion of the Services. All invoices will: (a) be a proper tax invoice; (b) include the number of this Order; (c) identify the Goods and Services for which payment is being invoiced; and (d) specify the amount due for payment in accordance with the Order. Queensland Hydro will pay invoices within 30 days after receipt of a correctly rendered invoice. Queensland Hydro is not liable to pay for Goods or Services which Queensland Hydro reasonably determines as not being supplied in accordance with this Order. Where Queensland Hydro queries or disputes an amount included in an invoice, Queensland Hydro does not have to pay the relevant portion of the invoice until the query or dispute is resolved.

6. Quality

Where the Goods or Services are Defective, Queensland Hydro may, without prejudice to other rights and remedies, at its option: (a) reject the Goods or Services; (b) require the Supplier to re-supply the Goods or Services; or (c) accept the Goods or Services on terms acceptable to Queensland Hydro (including a reasonable reduction to the Price). The Supplier will promptly collect any rejected Goods from Queensland Hydro and refund all amounts paid by Queensland Hydro in respect of rejected Goods or Services.

7. Queensland Hydro Property

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

8. Confidentiality

The Supplier will treat as confidential all information provided by or obtained from Queensland Hydro in relation to this Order which is not in the public domain, and will not disclose such information to any person except: (a) to its personnel and advisors on a need-to-know basis; (b) with Queensland Hydro's consent; or (c) if required by law. Queensland Hydro may disclose any information provided by or obtained from the Supplier (a) to any person for the purpose of the operations of Queensland Hydro; (b) to any Minister and their personal and departmental advisers; and (c) where disclosure is required to be made in accordance with governmental policies, procedures or public accountability purposes.

9. Audit

The Supplier will, upon 7 days notice, permit and provide persons nominated by Queensland Hydro supervised access to the Supplier's premises and records to verify compliance by the Supplier with its obligations under this Order. The Supplier will do things reasonably necessary to facilitate a prompt and efficient audit.

10. Warranty

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

11. Site access

Queensland Hydro will give the Supplier sufficient access to Queensland Hydro sites to provide the Services or Goods. If the Supplier believes it has not been provided with such access it must notify Queensland Hydro immediately. The Supplier must not disrupt or interfere with the operation of any Queensland Hydro site, except to the minimum extent (if any) necessary to undertake the Services or provide the Goods. The Supplier must not disconnect or disrupt services, improvements or utilities without Queensland Hydro's prior written consent.

Queensland Hydro may, in its sole and absolute discretion, direct the Supplier to remove any employee, representative or subcontractor of the Supplier from a Queensland Hydro site at the Supplier's cost. If Queensland Hydro notifies the Supplier at another person has management or control of a part of the site to be accessed by the Supplier, the Supplier must cooperate and comply with that other person's reasonable directions in relation to accessing that part of the site.

12. Health and Safety

When on Site, the Supplier must (and must ensure that each of the Supplier's personnel) acquaint itself and comply with all applicable safety requirements, policies and site inductions as directed by Queensland Hydro (including Life Saving Rules), and any other reasonable direction given by Queensland Hydro. Unless Queensland Hydro notifies the Supplier otherwise, the Supplier is a PCBU and responsible for management or control of the workplace when delivering the Services.

As soon as practicable, the Supplier will report to Queensland Hydro: (a) any incident, including near misses; (b) any breach of the WHS Legislation; and (c) any notifiable incident under the WHS Legislation, that occurs in relation to the supply of Goods or Services. The Supplier is responsible for notifying the regulator about any notifiable incidents in accordance with the WHS Legislation. The Supplier will reasonably consult, cooperate and coordinate activities with Queensland Hydro in relation to any matters under the WHS Legislation, including where there are mutual obligations.

13. Indemnity

The Supplier indemnifies and will defend Queensland Hydro against all claims, liabilities, losses, damages, costs and expenses made or awarded against, or suffered or incurred by, Queensland Hydro arising from or incurred in connection with a breach of this Order, or negligence relevant to this Order, by the Supplier. In conducting a claim, suit or action in respect of which the Supplier indemnifies

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Queensland Hydro, the Supplier will, at the Supplier's expense, comply with reasonable directions of Queensland Hydro.

14. Statutory warranty

Supplier Goods come with guarantees that cannot be excluded under Australian Consumer Law. Without limiting clauses 10 and 13, Queensland Hydro is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Queensland Hydro is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

15. Changes and cancellation

Queensland Hydro may cancel an Order for Goods by notifying the Supplier prior to the delivery of the Goods. Queensland Hydro may change, suspend or cancel an Order for Services by notifying the Supplier. Where Queensland Hydro changes the Services, the Price will be subject to a reasonable adjustment. Where Queensland Hydro suspends the Services, payment will be suspended until Queensland Hydro notifies the Supplier to resume the Services. Where Queensland Hydro cancels the Services under this clause 15 after the Supplier has commenced performing them, Queensland Hydro will pay the Supplier a reasonable price for the Services performed and reimbursement for reasonable expenses incurred as a result of cancellation (which collectively, together with any amounts already paid, will not exceed the Price).

16. Ethical Supplier Threshold and Supplier Code of Conduct

The Supplier will comply with the Ethical Supplier Threshold and Supplier Code of Conduct throughout the Term. If, at any time during the Term, Queensland Hydro reasonably suspects that the Supplier is in breach of this clause 16, Queensland Hydro may issue a written notice to the Supplier to show cause as to why the Supplier is not in breach of clause 16. If the Supplier has not, within 14 days of receipt of that notice demonstrated in writing to the reasonable satisfaction of Queensland Hydro that the Supplier is in compliance with the Ethical Supplier Threshold and the Supplier Code of Conduct, Queensland Hydro may terminate this Order immediately by notice in writing to the Supplier.

17. General

- (a) The Supplier will not assign its rights under this Order without Queensland Hydro consent.
- (b) The Supplier will comply with applicable laws and standards and, when on Queensland Hydro premises or sites, comply with all applicable Queensland Hydro policies and procedures including any reasonable directions of Queensland Hydro.
- (c) The Supplier will take reasonable steps to identify, assess and address the risks of Modern Slavery (as that term is defined in the *Modern Slavery Act 2018* (Cth)) practices in the operations and supply chains used in the provision of the Goods and/or Services.
- (d) The Supplier will cooperate with Queensland Hydro and comply with any reasonable direction given by Queensland Hydro in relation to the supply of Goods or Services or any other matter that is relevant to the Order.
- (e) If the Supplier becomes aware of a matter which is likely to affect the ability of the Supplier to perform this Order, it will immediately notify Queensland Hydro of it.
- (f) Queensland Hydro may set off money due to Queensland Hydro from the Supplier, or damages, costs or expenses recoverable by Queensland Hydro from the Supplier, against money due to the Supplier under this Order or another contract between the parties.
- (g) If any part of this Order is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Order.
- (h) Clauses 6 to 14 will survive the cancellation or completion of this Order.
- (i) Subject to clauses 14 and 17(k), this Order constitutes the entire agreement between Queensland Hydro and the Supplier in relation to its subject matter. Any terms printed on the Supplier's invoice or other documentation do not apply.
- (j) This Order is governed by and construed in accordance with Queensland law and the parties submit to the jurisdiction of the Courts of Queensland.
- (k) This Order may only be varied by a document signed by each party.
- (l) Failure or omission by a party to require strict or timely compliance with any provision of this Order will not affect any right of that party to remedies it may have in respect of any breach.
- (m) The Supplier may not subcontract its obligations without Queensland Hydro consent.
- (n) The Supplier's appointment is non-exclusive. Queensland Hydro may acquire similar Goods or Services from other persons or perform similar Services itself.

18. Interpretation

In this Order: (a) clause headings are for convenience only and do not affect interpretation; (b) to the extent of any inconsistency between these clauses and the details on the Purchase Order, these clauses prevail; (c) "includes" in any form is not a word of limitation; and (d) the Price, and any obligation to pay money, is in Australian dollars; and the following terms are defined:

Defect means that the Goods or Services: (a) do not conform to the Specifications; (b) have an error, defect or malfunction; (c) are not fit for the purpose made known by Queensland Hydro or are not of acceptable quality (as defined in section 54 of the Australian Consumer Law); (d) do not conform with the description or a sample or test item provided by the Supplier; or (e) otherwise do not comply with the requirements of this Order.

Defective means that the Goods or Services have a Defect.

Delivery Date means the delivery date specified in the Purchase Order or, if no date is specified, a reasonable time after the date of this Order.

Delivery Point means the location specified in the Purchase Order or as otherwise notified by Queensland Hydro.

Ethical Supplier Threshold means the Ethical Supplier Threshold described in clause 19 of the Queensland Procurement Policy (as amended from time to time).

Goods means the goods specified in the Purchase Order.

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

Purchase Order means a purchase order issued to the Supplier by Queensland Hydro.

Price means the price specified in the Purchase Order, or other price agreed in writing.

Queensland Hydro Property means any property or information of Queensland Hydro in the custody or control of the Supplier or its personnel.

Services means the service specified in the Purchase Order.

Specifications means: (a) specifications in, or referred to in, the Purchase Order; (b) the documentation provided under clause 3; and (c) the current applicable specifications published generally by the manufacturer of the Goods. To the extent of any inconsistency between these specifications, the specifications listed earlier in this definition prevail over those listed later.

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

Supplier Code of Conduct means the Queensland Government's Supplier Code of Conduct, as amended or replaced from time to time.

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

WHS Legislation means the *Work Health and Safety Act 2011* (Qld), the *Work Health and Safety Regulation 2011* (Qld), and any relevant codes of practice, guidelines and advisory standards.