

Terms of Supply

1. The Contract

A Contract will be formed between Settlement Services International Limited (SSI) and the Supplier on the terms of these basic purchasing conditions, when the Supplier accepts a Purchase Order or provides the Goods or Services set out in a Purchase Order. The Contract continues until the Goods are delivered or the Services are performed, or until the expiry date specified in a Purchase Order (if applicable) unless terminated earlier in accordance with this Contract.

2. Supplier to provide goods/services

SSI appoints the Supplier to provide the Goods/Services. The Supplier accepts the appointment. The supplier must provide the Goods/Services in accordance with this Contract and SSI's delivery instructions, including within the timeframes specified in the Purchase Order or as otherwise agreed.

The Supplier will promptly notify SSI if it believes it will not be able to meet any delivery date or other timeframes specified in the Purchase Order. If the Supplier cannot meet the timeframes specified in the Purchase Order, then SSI may terminate the Contract at no cost to SSI.

3. Right to cancel Purchase Order before delivery for convenience

SSI has the right to cancel the Purchase Order and terminate this Contract at any time prior to delivery of the Goods or completion of the Services, by written notice to the Supplier. The Supplier will promptly notify SSI if it will incur expenses as a consequence of the cancellation, including the estimated amount. If SSI proceeds to cancel the Purchase Order, SSI will reimburse the Supplier for its reasonable out of pocket expenses reasonably incurred as a direct consequence of the cancellation. The Supplier must take all reasonable steps to minimise the expenses associated with cancellation.

4. Requirements

- (a) The Supplier must ensure that the Goods satisfy the description in the Contract or the Purchase Order, are of a high quality, and fit for their usual purpose and any other purpose disclosed by SSI before the Contract is formed.
- (b) The Supplier must ensure the highest quality of work, and provide the Services in a proper, timely and efficient manner, using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
- (c) If the Supplier enters the Site to deliver the Goods or provide the Services, the Supplier must comply with SSI policies, codes of conduct, rules, standards and procedures, and work health and safety policies, relevant to the Site. SSI will make copies available on request.
- (d) The Supplier must comply with all reasonable directions of SSI in relation to the Supplier's performance of the Contract.
- (e) The Supplier must comply with all Laws necessary for the Supplier to perform the Contract (and provide evidence of compliance on request), and ensure that use of the Goods by SSI as contemplated in the Contract will comply with all Laws.
- (f) If the Supplier enters the Site to deliver the Goods or provide the Services, the Supplier must maintain public liability and products insurance for a minimum amount of \$1 million per claim and workers' compensation insurance (if required by law), and any other insurance specified in writing by SSI.

- (g) The Supplier must not use or disclose or otherwise make available any Confidential Information to any person except to its Personnel on a need to know basis to perform the Contract. The Supplier is fully responsible for ensuring its Personnel comply with the Requirements of this Contract and comply with the Australian Privacy Act.

5. Conflict of Interest and warranties

5.1. Conflict of Interest

The Supplier warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a Conflict of Interest is created, or might appear to be created, in conflict with its obligations under this Contract, except as disclosed in writing to SSI.

5.2. Warranties are ongoing

The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Supplier warrants that it will immediately notify SSI if it becomes aware that any warranty made in this clause was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way.

6. Invoicing, Price and payment

- (a) The Supplier may invoice SSI after delivery of Goods or Services that comply with the Requirements.
- (b) The Supplier must include adequate information for SSI to verify that the invoice is accurate, and will provide supporting documentation reasonably requested by SSI. The SSI is not required to pay any invoice that does not comply with this clause.
- (c) The SSI will pay each correctly rendered tax invoice within 30 days from invoice.
- (d) The Customer may withhold payment of any amount which it disputes in good faith, until the dispute is resolved and it is determined that the amount is payable.
- (e) The Price is inclusive of all charges, expenses and overheads, and all taxes and duties, except for GST.

7. GST

- (a) Unless expressly stated otherwise, all amounts payable under this Contract are GST exclusive.
- (b) Where GST is imposed on a supply under the Contract, the recipient of the supply shall pay to the supplier an amount equal to the GST (if any) payable on the taxable supply, at the same time that it is required to make the payment for the taxable supply, provided that it receives a valid tax invoice at or before the time of payment. Terms in this clause have the same meanings as in the GST Law.

8. Liability

The maximum liability of a party to the other, whether in contract, tort (including negligence) or otherwise in connection with the Contract, is an amount equal to the total of all Prices (including additional expenses and charges) payable under the Contract, multiplied by 1.5. The cap on liability does not apply to liability in relation to:

- (a) Personal injury, including sickness, injury or death; or
- (b) Loss of, or damage to, tangible property; or
- (c) Wilful Default, Wilful Misconduct, unlawful act or omission of, or failure to comply with applicable Law by the Supplier or its Personnel; or

- (d) Any Claim by a third party relating to this Contract, including breach of a third party's Intellectual Property Rights.

9. Intellectual Property Rights

The Supplier grants (and must procure that relevant third parties grant) SSI an irrevocable, unconditional, perpetual, free of additional charge, non-exclusive, worldwide and transferable (including sub-licensable) licence to exercise all Intellectual Property Rights in the Goods and Services. The Supplier warrants that it is authorised to grant the rights in this clause.

10. Customer Data

The ownership of SSI Data, including any Intellectual Property Rights in SSI Data, shall vest in SSI on creation. The Supplier has no right, title or interest in SSI Data except as specified in this clause. The Supplier must not use, access, modify or disclose SSI Data to any person except to its Personnel on a need to know basis to perform the Contract. The Supplier must comply with clause 4 (g) and all applicable Laws in relation to SSI Data which is Personal Information, and must provide reasonable assistance to SSI on request to enable SSI to comply with Laws, policies and standards applicable to SSI in relation to Personal Data including (without limitation) identifying, labelling, searching, reporting, copying, retrieving and modifying SSI Data in relation to Personal Information, public records, right to information and information standards.

11. Where Requirements not met

If any Requirements for the Goods and/or Services are not met, at the request of SSI, the Supplier will promptly:

- (a) Resupply the relevant Goods;
- (b) Re-perform the relevant Services; or
- (c) Refund SSI any monies paid, and SSI may exercise any other right or remedy that it has under this Contract or otherwise.

If the Supplier fails to comply with its obligations under this clause, SSI may have the Goods and/or Services re-supplied or re-performed by others, and the Supplier shall pay to SSI on demand any costs incurred by the SSI in doing so.

Acceptance of the Goods and/or Services by the SSI does not relieve the Supplier of any of its obligations under the Contract.

12. General

The parties agree that:

- (a) (**Communication**) they will direct all enquiries relating to the Contract to the other party's nominated contact person, or to another person if the other party directs;
- (b) (**Variation**) the Contract may only be varied by written agreement of authorised representatives of the parties;
- (c) (**Entire agreement**) this Contract sets out all the parties' rights and obligations relating to the subject matter of the Contract, and it replaces all earlier representations, statements, agreements and understandings except as stated otherwise in this Contract. No other terms apply unless specified by SSI.
- (d) (**Relationship**) their relationship is of principal and contractor. This Contract does not create any partnership, joint venture or employment relationship. The Supplier must not represent itself or allow anyone else to represent that the Supplier is a partner, joint venturer, officer or employee of SSI;

- (e) **(Manufacturer warranties)** the Supplier assigns any manufacturer's warranty to SSI, where possible to do so, and must inform SSI where it is not possible to do so;
- (f) **(Delivery)** the Supplier must deliver the Goods or other relevant Deliverables to the Site in accordance with SSI's instructions. If the Supplier asks, SSI will confirm in writing that the Deliverables have been received;
- (g) **(Packaging)** the Supplier must adequately pack and protect Goods to withstand transit and storage, and provide a packing note with the Goods;
- (h) **(Rejected Goods)** if SSI rejects Goods, and the Supplier does not repossess the rejected Goods within 30 days of notice of rejection, SSI may sell or dispose of the Goods, at SSI's cost;
- (i) **(Risk)** risk will transfer to SSI when the Goods are delivered to the delivery address specified in writing by SSI, in accordance with the delivery instructions.
- (j) **(Title)** title in the Goods and Deliverables will transfer on the earlier of the delivery or payment of the applicable Price;
- (k) **(No encumbrance)** the Supplier warrants that the Goods are not (and when title passes, will not be) subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract.