

PURCHASE ORDER TERMS & CONDITIONS

1.0 DEFINITIONS

1.1 Definitions

Unless the context otherwise indicates:

Acceptance of the Goods occurs when the Goods have been delivered and IPG has had a reasonable opportunity to inspect the Goods to its satisfaction following delivery and **Accepted** and **Accepts** have a corresponding meaning;

Claim includes any claim, notice, demand, complaint, proceeding, suit, litigation, investigation or judgment, loss, audit, action or cause of action in contract, tort, under Law or otherwise, cost or liability however arising whether present or future;

Defective means where any Goods and/or Services or any part of them do not comply with the terms of the Agreement including the warranties made in relation to those Goods and/or Services by the Supplier;

Deliverable means all things, materials, documents, information and items developed by or on behalf of the Supplier or its Personnel in the course of or in connection with the supply of any Goods and/or Services in any form whatsoever (including electronic form);

Delivery Address is the address stated against 'Deliver To' on the Purchase Order;

Delivery Time means the relevant date(s) or period specified on the Purchase Order including any specified time, subject to clause 8.0;

Developed IP means any intellectual property rights which are created, generated, developed, written or brought into existence by or on behalf of the Supplier in connection with or for the purposes of supplying the Goods, providing the Services or meeting its other obligations under the Agreement;

Fees means the amounts payable by IPG under the Agreement for the supply of the Goods and/or provision of the Services as set out in, or calculated in accordance with, the Purchase Order;

Goods means the goods or any part of them identified under the 'Description' section on the Purchase Order, and where relevant shall include any Deliverables in connection with such Goods;

GST has the meaning given in the GST Act;

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

HSEQ System means IPG's health & safety, environment & quality management systems as updated, added to, varied or amended from time to time;

Insurance Policies means the insurance policies listed in clause 18.1;

IPG means the Instant Products Group entity specified in the Purchase Order and where relevant includes its authorised agents, employees and successors;

IPG Site means any premises owned, leased or occupied by IPG which the Supplier or its Personnel have access to for the purpose of delivering the Goods and/or providing the Services;

ITQC Plans means inspection, test and quality control plans as required by IPG from time to time;

Law includes any national, federal (including Commonwealth), state, territory or local government legislation, statutes, ordinances and other laws including regulations, by-laws and other subordinate legislation or law, common law, equity, awards, and approvals, licences or other permissions or consents of government or quasi-government authority and any standards establishing conditions of quality or merchandising in relation to the Goods;

Loss includes any loss, damage, Claim, expense, charge, payment or liability whether present or future or contingent;

Modern Slavery has the meaning given to 'modern slavery' under the *Modern Slavery Act 2018* (Cth);

party means a party to the Agreement;

Personnel means the officers, employees, agents, contractors and subcontractors (who are individuals) of a party, including officers, employees and contractors (who are individuals) of any subcontractor of a party;

Purchase Order means the order or request by IPG to the Supplier to supply to IPG any Goods or provide it with any Services (or both) and on which these Standard Terms are attached or incorporated;

Services means the services or any part of them identified under the 'Description' section on the Purchase Order to be provided by the Supplier to IPG, and where relevant shall include any

Deliverables in connection with such Services;

Standard Terms means these 'Purchase Order - Standard Terms'; **Supplier** means the person identified as the supplier or company on the Purchase Order;

Tax Invoice has the meaning given to that term in clause 12.4; and **Warranty Period** means 12 calendar months from the date of Acceptance.

1.2 Interpretation

In the Agreement:

- (a) a reference to a clause means a reference to a clause in these Standard Terms;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any Law includes a reference to that Law as varied, amended, novated or replaced from time to time;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (f) headings are inserted for convenience and do not affect the interpretation of the Agreement;
- (g) no provision will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

2.0 AGREEMENT

2.1 Formation of Agreement

These Standard Terms, along with the Purchase Order, form the terms on which the Supplier will supply Goods and/or Services to IPG (**Agreement**). The Agreement is formed upon the earlier of the Supplier doing any one of the following prior to the expiry of any time for acceptance specified in the Purchase Order:

- (a) providing to IPG a copy of the Purchase Order signed by or on behalf of the Supplier;
- (b) otherwise notifying IPG that the Supplier accepts the Purchase Order;
- (c) accepting payment, whether full or part payment, from IPG for any of the Goods and/or Services; and
- (d) commencing provision of the Goods and/or Services.

2.2 Entire Agreement

- (a) The Agreement (including the Purchase Order and these Standard Terms) contains the entire agreement between the parties and no regard will be had to any prior dealings. The Purchase Order and these Standard Terms prevail over any terms that may have been attached or embodied in the Supplier's quote, tender or offer or other correspondence and such terms are deemed to have been withdrawn in favour of the terms stated in the Purchase Order and these Standard Terms, except to the extent specifically agreed by IPG in writing.
- (b) Without limiting clause 2.2(a), any terms and conditions seeking to limit the liability of the Supplier which may be contained in sales literature, tenders, quotations, information, notices, delivery dockets, acceptance letters, tax invoices or any other documents are excluded.

3.0 SUPPLY OF GOODS AND SERVICES

3.1 The Supplier must supply the Goods and/or Services to IPG free from any encumbrance or security interest and in accordance with the terms of the Agreement.

3.2 Time is of the essence in relation to the Supplier's performance of the Supplier's obligations under the Agreement.

3.3 The Supplier must:

- (a) in supplying the Goods and/or Services and undertaking its other obligations, act efficiently, honestly, fairly and in accordance with all Laws at all times;
- (b) faithfully and diligently perform its obligations under the Agreement in a safe manner using reasonable skill,

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- (c) care and professional competence; provide, at its cost, all Personnel, equipment, materials and other resources necessary to supply the Goods and/or Services;
- (d) act, and ensure that its Personnel act, in good faith in all dealings with IPG;
- (e) notify IPG immediately of any difficulties encountered by it in relation to the supply of the Goods or provision of the Services and otherwise keep IPG regularly informed of all matters relevant to the Goods and/or Services; and
- (f) not engage in conduct which does or is likely to have a material adverse effect, or reflect unfavourably, on IPG, including bringing IPG into disrepute, contempt, scandal or ridicule.

3.4 The Supplier must allow IPG and other persons authorised by IPG access at all reasonable times to:

- (a) any place where the Goods are being manufactured or stored and/or Services are being performed; and/or
- (b) any quality assurance records or technical documentation relevant to the Goods and/or Services.

3.5 If the Supplier represents that the Goods are protected by one or more patents and any such patent is found to be invalid, IPG may terminate the Agreement and recover any Fees or other money paid to the Supplier.

3.6 The Supplier must:

- (a) supply to IPG any documentation or information required to enable IPG to use the Goods;
- (b) supply to IPG any documentation or information required by Law to be provided with such Goods;
- (c) ensure that a representative of the Supplier is available to meet with a representative of IPG at the times and locations as required by IPG to discuss performance of the Agreement and any issues arising under the Agreement; and
- (d) ensure that its Personnel:
 - (i) are competent and have all the appropriate skills, training and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them; and
 - (ii) understand and agree to the requirements of the Agreement which are relevant to them.

3.7 When performing its obligations under the Agreement the Supplier must, and must ensure that the Supplier's Personnel, comply with all Laws and reasonable policies, procedures and directions notified by IPG to the Supplier in writing from time to time.

3.8 The Supplier is responsible for the care and insurance of the Goods and any plant, equipment and other things used to supply the Goods until their supply and Acceptance by IPG. If loss or damage occurs to the Goods or any plant, equipment and other items used to supply the Goods while the Supplier is responsible for their care, unless otherwise directed by IPG, the Supplier must promptly make good the loss or damage.

3.9 The Supplier must not register any encumbrance or security interest against IPG on the Personal Property Securities Register.

3.10 The Supplier must not impede or interfere with any work in progress at the Delivery Address without the prior written consent of IPG.

4.0 ADDITIONAL OBLIGATIONS OF THE SUPPLIER

The Supplier must:

- (a) provide sufficient and suitable resources to supply the Goods and/or perform the Services in a proper and workmanlike manner with due diligence and expedition and in accordance with the Purchase Order;
- (b) ensure that only persons who are careful, skilled, experienced and qualified in their respective trades and callings are employed in connection with the supply of the Goods and/or performance of the Services and hold all certificates and licences required by Law in order for them to supply the Goods and/or perform the Services; and
- (c) comply with any direction that IPG may give in

connection with the supply or delivery of the Goods and/or performance of the Services.

5.0 NON-EXCLUSIVITY

5.1 The Supplier acknowledges that it is not the exclusive supplier of the Goods and/or Services or goods and/or services which are similar to the Goods or Services, to IPG and that IPG may appoint other persons to provide the same or similar goods or services (**Other Supplier**).

5.2 The Supplier must deal with such Other Suppliers as reasonably directed by IPG and assist and co-operate with IPG and any Other Supplier to enable the Other Supplier to otherwise perform the services that are to be provided by them to IPG.

6.0 DELIVERY, INSPECTION AND ACCEPTANCE

Delivery

6.1 Unless agreed otherwise in writing by IPG, the Supplier must supply and deliver the Goods and/or perform the Services to achieve Acceptance by the relevant Delivery Time and must ensure that the delivery of Goods or supply of Services causes as little disruption as possible to IPG's business activities.

6.2 A Delivery Time may be amended or extended by IPG pursuant to clause 8.0.

6.3 The Supplier must:

- (a) liaise with IPG prior to each Delivery Time to confirm the arrangements for each delivery of the Goods and/or performance of the Services;
- (b) label the Goods as directed by IPG;
- (c) store the Goods until the date and time arranged with IPG for each delivery of the Goods;
- (d) at the Supplier's cost, supply and deliver the Goods packaged as reasonably required by IPG; and
- (e) deliver the Goods to the Delivery Address at the Delivery Time or as otherwise agreed and arranged with IPG in writing.

6.4 At the time of each delivery the Supplier must provide IPG with a delivery docket in duplicate setting out the details of the Goods delivered for signature by IPG and the Supplier must retain one copy so signed.

Inspection and acceptance

6.5 IPG will not be deemed to have Accepted any Goods and/or Services until IPG has had a reasonable opportunity to inspect the Goods following delivery and/or the Services or their results following their completion. Payment of the Fees (or any part of the Fees) or signing of delivery receipts before inspection does not constitute Acceptance.

6.6 Inspection must be conducted to the satisfaction of IPG, otherwise IPG will be entitled to reject the Goods. The Goods supplied and Services performed must be to the satisfaction of IPG.

6.7 In addition to IPG's rights under clause 11.0, if upon inspection IPG believes that any Goods are Defective (**Defective Goods**) and/or any Services or their results are Defective (**Defective Services**), then without limiting any other rights or remedies available to IPG, IPG may at its election:

- (a) reject the Defective Goods by returning the Goods to the Supplier;
- (b) reject the Defective Services by giving notice to the Supplier of IPG's rejection;
- (c) repair the Defective Goods; or
- (d) make good the Defective Services.

6.8 The Supplier must reimburse IPG for any expenses incurred in returning or repairing Defective Goods and/or making good Defective Services.

6.9 IPG may inspect all work related to the manufacture and/or supply of the Goods, and no such inspection will affect the obligations of the Supplier with respect to the Goods. At any time during the performance of the Services, IPG may inspect the Services or their results.

Risk

6.10 Subject to IPG's right to reject the Goods, property in and title to the Goods passes to IPG upon delivery of the Goods but risk in the Goods does not pass to IPG until Acceptance.

6.11 Unless destroyed or damaged as a result of an act of IPG or IPG's Personnel, where the Goods are destroyed or damaged prior to delivery or Acceptance, IPG may terminate the Agreement and

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- 6.12 recover any Fees and other money paid to the Supplier.
Any Acceptance or payment of some or all of the Fees does not in any way:
- (a) alter the Supplier's obligations under the Agreement; or
 - (b) affect IPG's rights to claim for any Loss it may suffer because of the Supplier's breach of warranty or failure to fulfil any of its other obligations under the Agreement.
- 7.0 CERTIFICATE OF COMPLIANCE**
- 7.1 This clause 7.0 applies to all work performed by or on behalf of the Supplier outside of an IPG Site (**External Work**) for the provision of any Goods and/or Services under this Agreement.
- 7.2 Upon completion of any External Work, the Supplier must complete and provide to IPG a certificate of compliance which certifies that the External Work has been completed in accordance with the terms and conditions and any specifications of this Agreement (**Certificate of Compliance**). The Certificate of Compliance must be in IPG's approved form which IPG will make available to the Supplier.
- 7.3 The Supplier acknowledges and agrees that failure to provide a Certificate of Compliance in accordance with this clause 7.0 will delay any payments to the Supplier due under clause 10.0.
- 8.0 DELAY**
- 8.1 The Supplier must give immediate written notice to IPG upon becoming aware of any event or circumstance that will delay or is likely to delay supply or delivery of the Goods and/or performance of the Services by the Delivery Time.
- 8.2 IPG:
- (a) is entitled at any time in its absolute discretion to grant a reasonable extension of time to the Delivery Time; but
 - (b) is not obliged to grant an extension of time to the Delivery Time except to the extent that the delay Delivery Time is caused by an act of prevention by IPG.
- 8.3 The Supplier must:
- (a) take all practical steps to avoid or minimise any delay to the supply or delivery of the Goods and/or performance of the Services by the Delivery Time; and
 - (b) where a delay does not cause the supply or delivery of the Goods and/or performance of the Services by the Delivery Time to be extended, take whatever action is necessary to supply, deliver or achieve Acceptance of the Goods and/or Services by the Delivery Time.
- 9.0 SITE ACCESS & WORK HEALTH & SAFETY**
- 9.1 If the Supplier's Personnel are required to access any IPG Site, the Supplier must ensure that the Supplier's Personnel:
- (a) access the IPG Site only when reasonably necessary to supply the Goods and/or perform the Services and only at the times specified by IPG;
 - (b) prior to accessing the IPG Site, undertake and complete any induction, safety or other training directed by IPG including any required by the HSEQ System;
 - (c) when accessing the IPG Site:
 - (i) comply with any security, health, safety and other procedures specified by IPG from time to time including the HSEQ System; and
 - (ii) take reasonable care not to damage the property of IPG or any other person or injure any Personnel of IPG or any other person;
 - (d) maintain a clean and safe working environment at all times whilst working in any IPG Site, and remove from the IPG Site all waste and rubbish created or caused by Supplier's Personnel on a daily basis or immediately upon completion of the work carried out at the IPG Site; and
 - (e) deliver the Goods and perform the Services in such a manner so as to avoid interfering with, disturbing, disrupting or delaying any works or services being undertaken by or on behalf of IPG at the IPG Site or any business activities of IPG being undertaken at the IPG Site.
- 9.2 IPG will not be liable for any injury, illness, or death of the Supplier's Personnel or loss of, or damage to, property of the Supplier's
- 9.3 Personnel when at any IPG Site.
The Supplier must:
- (a) comply with all applicable laws, regulations, codes of practice, and guidelines about the health, safety and welfare (**H&S**) of people at work (**H&S Laws**);
 - (b) do all things necessary to ensure that the Supplier's Personnel comply with H&S Laws; and
 - (c) provide IPG with access to all documentation necessary to establish the Supplier's compliance with H&S Laws and this clause 9.0.
- 9.4 The Supplier must notify IPG immediately in the event of any incident or injury involving any Supplier's Personnel attending any IPG Site and provide to IPG copies of any documentation created or produced as a result of or relating to any such incident or injury, including incident reports.
- 9.5 Without limiting clause 9.4, the Supplier must, and where relevant must ensure the Supplier's Personnel:
- (a) complete all reports in the form and at such times as required by the HSEQ Systems;
 - (b) complete all safety checks on all plant and equipment used in the process of supplying the Goods and/or performing the Services under the Agreement as required by the HSEQ Systems;
 - (c) attend all meetings at such times as required under the HSEQ Systems.
- 9.6 The Supplier indemnifies IPG for any claim, including in relation to any injury, illness or death, arising out of or in connection with a breach by the Supplier of H&S Laws or this clause 9.0.
- 9.7 IPG may require the Supplier to complete ITQC Plans upon completion of any work carried out by the Supplier under the Agreement.
- 9.8 The Supplier will bear its own costs for complying with this clause 9.0.
- 10.0 FEES AND PAYMENT**
- 10.1 In consideration for the supply of the Goods and/or performance of the Services, IPG will pay the Fees to the Supplier less:
- (a) the reasonable costs incurred by IPG in remedying any default by the Supplier of its obligations under the Agreement; and
 - (b) the amount of any Loss suffered by IPG if the Supplier does not fulfil its obligations under the Agreement or otherwise.
- 10.2 The Fees are deemed to include everything necessary (such as labour, plant, equipment, travel, waiting time, delivery, packaging of the Goods and any other requirements or instructions specified in the Purchase Order as well as customs duty and any excise or any other charge, levy, cost, expense or tax) for the Supplier to supply or deliver the Goods to the Delivery Address and/or perform the Services and to fulfil all of its other obligations under the Agreement.
- 10.3 All Fees are firm and not subject to rise and fall or escalation.
- 10.4 Unless stated or otherwise agreed to in writing by IPG and subject to the Supplier's compliance with clause 10.5, payment for the Goods and/or Services will only be made for those Goods supplied and/or Services performed and Accepted by IPG.
- 10.5 It is a precondition to the Supplier being entitled to payment that (and no payment will be due unless) the Supplier has:
- (a) performed its obligations in accordance with the Agreement (including but not limited to delivering the Goods and/or performing the Services by the Delivery Time);
 - (b) completed any ITQC Plans required by IPG (if any);
 - (c) provided to IPG the data required by clause 13.0; and
 - (d) issued an invoice for the Goods and/or Services which complies with clause 10.11 and clause 12.0 where GST applies.
- 10.6 Subject to compliance with clauses 10.4 and 10.5, the Supplier may invoice IPG for the Fees at the times set out in the Purchase Order or, if no times are set out in the Purchase Order, at the time of Acceptance of the relevant Goods and/or Services to which the Fees relate.
- 10.7 IPG may, at any time and as a condition precedent to payment, require the Supplier to provide evidence satisfactory to IPG that the Supplier's employees and subcontractors have been paid all

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- amounts due and payable to them and that the Supplier has satisfied all obligations at Law with respect to the Goods and/or Services.
- 10.8 Subject to clauses 11.0, 15.0 and 16.0 and unless stated otherwise, payment of the Fees will be made by IPG to the Supplier by the end of the month following the month in which the invoice is submitted to IPG or provided by IPG under clause 12.5(a), but if the invoice is not dated or is received or provided by IPG more than 7 days after it is dated, the date of the invoice will be deemed to be the date that the invoice is received by IPG or provided by IPG under clause 12.5(a).
- 10.9 At IPG's discretion, payment will be made by electronic funds transfer or by another electronic method. Unless expressly stated otherwise, all amounts stated in the Purchase Order and all payments made pursuant to the Agreement will be in Australian dollars and are GST exclusive.
- 10.10 If IPG disputes the amount of any invoice:
- (a) IPG may withhold or suspend payment of any disputed part of the disputed invoice until the dispute is resolved; and
 - (b) the Supplier must continue to perform its obligations under the Agreement while the dispute is being resolved.
- 10.11 All invoices issued by the Supplier to IPG under the Agreement must:
- (a) be provided to IPG to its nominated email address;
 - (b) include the Purchase Order number set out on the Purchase Order and unless agreed to in writing by the parties, match the corresponding Purchase Order;
 - (c) set out the value of the Goods and/or Services (including any deductions referred to in clause 10.1 (if any));
 - (d) state the date and place of delivery of the Goods and/or completion of the performance of the Services; and
 - (e) include the calculation of any GST, customs duty, excise or other tax, charge or levy applicable to the Goods and/or Services.
- The Supplier acknowledges that failure to comply with this clause 10.11 may result in delay in payment of the invoice by IPG.
- 11.0 WARRANTIES & DEFECTS**
- 11.1 The Supplier warrants and agrees that:
- (a) the Goods and Services will conform precisely in quality, quantity, specification and description with the Purchase Order and any drawings, plans, specifications, requirements, technical documents or other description included with and/or identified in the Purchase Order or otherwise provided by IPG, including any samples of Goods inspected and approved by IPG;
 - (b) the Goods and Services will comply with all applicable Law and relevant standards
 - (c) at the Supplier's cost, the Supplier will obtain all necessary licences, permits or authorities required in connection with the performance of the Supplier's obligations under the Agreement;
 - (d) the Goods, be new (unless otherwise agreed with IPG), of good merchantable quality, free of defects and fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the Supplier;
 - (e) the Goods will be free from all liens, charges and encumbrances of any kind and the Supplier is legally entitled to sell the Goods;
 - (f) the Goods and/or Services have all warranties implied at Law in addition to any express warranty, manufacturer's warranty, service guarantee or guarantee of performance. In the event of any inconsistency between any implied warranty or express warranty or guarantee, the warranty or guarantee which is most favourable to IPG prevails;
 - (g) in respect of the manufacture, supply and use of the Goods or the supply of the Services not infringe any patent, trademark, design, copyright, confidentiality agreement or any third party's intellectual property rights in Australia or elsewhere; and
 - (h) the Goods and/or Services be supplied to IPG strictly in accordance with the Purchase Order except to the extent that IPG may agree or direct otherwise in writing prior to the supply of the Goods and/or performance of the Services.
- 11.2 Regardless of any Acceptance by IPG, if at any time during the Warranty Period any of the Goods and/or Services (including any part of the Goods and/or Services) are found to be Defective, the Supplier must at its cost and in accordance with IPG's direction rectify or make good the Defective Goods and/or Services. For the avoidance of doubt, any costs in returning the Defective Goods to the Supplier and the delivery of replacement Goods will be borne by the Supplier.
- 11.3 If the Supplier fails to promptly rectify, replace or make good any Defective Goods and/or Services, IPG may rectify, replace or make good those Defective Goods and/or Services by third parties and the cost incurred by IPG in doing so is a debt due and payable by the Supplier to IPG.
- 11.4 The warranties made by the Supplier under the Agreement are in addition to any statutory warranties applicable to the Goods and/or Services.
- 12.0 GOODS & SERVICES TAX (GST)**
- 12.1 In this clause 12.0, words and expressions not defined in this clause 12.0 but defined in the GST Act have the same meaning given to them by the GST Act.
- 12.2 Each party acknowledges and agrees that:
- (a) at the time of entering into the Agreement, it is registered for GST;
 - (b) it must promptly provide written evidence of its GST registration if so requested by the other party;
 - (c) it must indemnify the other party against any loss that may arise from it not being registered for GST; and
 - (d) it must promptly notify the other party in writing if it ceases to be registered for GST.
- 12.3 In respect of payments to be calculated under or in connection with the Purchase Order:
- (a) when calculating the amount payable or other consideration to be provided for a supply, the amounts used in the calculation are to exclude any GST component; and
 - (b) if the amount payable in respect of the Goods supplied and accepted by IPG is increased or decreased by an amount calculated by reference to a cost, expense or loss suffered or incurred by a party, then the amount will be reduced by any input tax credit to which that party, or the representative member of any GST group of which that party is a member, is entitled in respect of that cost, expense or loss.
- 12.4 For each supply made by a party (**Supply Party**) under or in connection with the Purchase Order on which GST is imposed:
- (a) the consideration payable or to be provided for that supply under the Purchase Order but for the application of this clause 12.4 (**GST exclusive Consideration**) will be increased by, and the recipient of the supply (**Recipient**) must also pay to the Supply Party, an amount (**GST Amount**) equal to the GST exclusive Consideration multiplied by the prevailing rate of GST; and
 - (b) the GST Amount must be paid to the Supply Party by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive Consideration is payable or to be provided, subject to a valid tax invoice (**Tax Invoice**) being provided in respect of the GST exclusive Consideration.
- 12.5 A Tax Invoice must be provided either by:
- (a) subject to agreement between the parties, if IPG is the Recipient of the supply, IPG providing the Supplier with a recipient created tax invoice (**RCTI**) on or before making payment in respect of the supply; or
 - (b) if paragraph (a) does not apply, the Supply Party providing the Recipient with a Tax Invoice before the due date for payment of the supply.
- 12.6 If clause 12.5(a) applies:
- (a) the Supplier must not issue a Tax Invoice in respect of

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- any supply it makes to IPG; and
- (b) IPG must notify the Supplier if it ceases to comply with any of the requirements of any taxation ruling issued by an authority relating to the creation of RCTIs.
- 12.7 If and to the extent an adjustment event arises in respect of a supply made under or in connection with the Purchase Order, then:
- (a) if the Supply Party's corrected GST Amount is less than the previously attributed GST Amount, the Supply Party must refund the difference to the Recipient;
- (b) if the Supply Party's corrected GST Amount is greater than the previously attributed GST Amount, the Recipient must pay the difference to the Supply Party; and
- (c) the Supply Party must issue an adjustment note to the Recipient (unless clause 12.5(a) applies, in which case IPG will issue an adjustment note to the Supplier).

13.0 TECHNICAL DATA

- 13.1 The Supplier must supply the Goods with all engineering, technical and other data required for the satisfactory use, maintenance, repair, installation or operation of the Goods.
- 13.2 Goods made or completed according to IPG's design or specification or developed for IPG at IPG's direction and any designs or specifications supplied by IPG, including all copies which may be held by the Supplier on IPG's behalf, must not be disclosed, provided or furnished to any third party without the prior written consent of IPG.

14.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 14.1 The Supplier acknowledges and agrees that:
- (a) any Developed IP will be owned by IPG from the date it is created, generated, developed, written or brought into existence; and
- (b) neither the Supplier nor any third party engaged by the Supplier in connection with the Goods and/or Services will have any right, interest or title in the Developed IP other than as provided in the Agreement.
- 14.2 The Supplier hereby assigns, and will procure that any relevant Personnel promptly assigns, to IPG all right, title and interest in all intellectual property rights in any Developed IP.
- 14.3 IPG grants to the Supplier a non-exclusive, royalty-free, non-transferable licence to use the Developed IP solely for the purpose of, and to the extent necessary to supply the Goods and/or perform the Services and its obligations in accordance with the terms of the Agreement.
- 14.4 The Supplier must comply with any standards, guidelines or directions given by IPG from time to time as to the use of Developed IP.
- 14.5 Where anything, material, document, information or item developed by or on behalf of the Supplier independently of the Agreement (**Pre-Existing Materials**) is included or incorporated in Developed IP and/or Goods delivered to IPG by the Supplier, is used by the Supplier to provide the Goods and/or Services or is required in order to be able to use or exploit the Developed IP, a Good or a Service, the Supplier grants IPG a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferrable licence to use, reproduce, modify, perform testing, adapt and exercise the relevant Pre-Existing Materials for the purposes of, or in connection with, the use, exploitation, operation, maintenance, modification, enhancement of the Developed IP, Good or Service.
- 14.6 Each party acknowledges that the terms of the Agreement are confidential and agrees not to disclose any information regarding the Agreement, its existence or its terms to any third party (including by making any media release) without the express written permission of the other party.

15.0 DEFAULT

- Without limiting IPG's rights under this clause 15.0, if the Supplier fails to:
- (a) supply or perform Goods and/or Services in accordance with the Agreement;
- (b) promptly and properly re-supply or repair any Defective Goods or make good any Services or Loss for which the Supplier is responsible;

- (c) remove rubbish or other items belonging to the Supplier from the Delivery Address or IPG Site; and/or
- (d) comply with any other obligation it has under the Agreement (including, without limitation, failing to deliver the Goods or perform the Services on or by each Delivery Time),
- then:
- (e) IPG may, at its discretion and without obligation, remedy or mitigate that failure on behalf of the Supplier and the cost of doing so will be a debt due from the Supplier to IPG and may be recovered by IPG in accordance with clause 10.1(a) or upon written demand; and
- (f) any Loss that IPG has incurred or is likely to incur as a result of the Supplier's default will be a debt due from the Supplier to IPG and may be recovered by IPG in accordance with clause 10.1(b) or upon written demand.

16.0 TERMINATION

- 16.1 In the event that:
- (a) the Supplier commits any material breach of any of the provisions of the Agreement which is incapable of remedy;
- (b) the Supplier commits any breach of any of the provisions of the Agreement and the breach is capable of remedy, but the Supplier fails to remedy that breach within five days of notice from IPG requesting it to do so;
- (c) any warranty provided by the Supplier under the Agreement is not true;
- (d) in IPG'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
- (e) if the Supplier is a person, the Supplier dies or is found to have lost legal capacity,
- then IPG, may at its sole discretion, immediately terminate the Agreement.
- 16.2 Upon termination under clause 16.1:
- (a) IPG will be liable only for those amounts which become payable for Goods supplied and/or Services performed and Accepted by IPG as at the date of termination;
- (b) any Loss that IPG has incurred or is likely to incur as a result of the termination will be a debt due from the Supplier to IPG;
- (c) subject to clauses 16.2(a), 16.2(b) and 16.4, each party is released from its obligations under the Agreement;
- (d) all rights granted to the Supplier pursuant to the terms of the Agreement will immediately revert to IPG and the Supplier must immediately cease using the Developed IP;
- (e) the Supplier must provide IPG any Developed IP in the Supplier's possession or control; and
- (f) each party retains any rights, entitlements or remedies it has accrued before termination.
- 16.3 Upon termination of the Agreement, the Supplier's sole entitlement to payment in respect of the Agreement will be payment under clause 16.2(a).
- 16.4 The termination or expiry of the Agreement does not operate to terminate any rights or obligations under the Agreement that by their nature are intended to survive termination or expiry, including under clauses 5.0, 3.9, 9.6, 11.0, 12.0, 13.0, 14.0, 15.0, 16.0, 17.0, 18.0, 19.0, 20.0, 21.0 and 22.0.

17.0 DISPUTE RESOLUTION

- 17.1 Any dispute, difference or claim relating to this Agreement (**Dispute**) will be dealt with in accordance with this clause 17.0.
- 17.2 If a Dispute arises, then either party may serve the other party with a notice setting out the details of the dispute (**Dispute Notice**).
- 17.3 Within 14 days of receipt of a Dispute Notice, representatives of the parties having authority to bind the parties must confer in an

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| | attempt, using their reasonable endeavours, to resolve the Dispute in good faith, which conferral must be confidential and without prejudice. | | |
| 17.4 | If the Dispute is not resolved within 21 days of the service of the Dispute Notice, then either party may commence legal proceedings. | | |
| 17.5 | Each party will continue to perform its obligations under the Agreement pending resolution of the Dispute. | | |
| 18.0 | INSURANCE | | |
| 18.1 | The Supplier must, at its own expense, take out before commencing any work under this Agreement and maintain the following insurance policies: | | |
| | (a) product liability insurance in relation to the Goods and any material, plan and equipment used in the supply of the Goods and/or Services for no less than the full replacement value; | 19.2 | |
| | (b) transport and transit insurance covering all risks associated with transit, loading and unloading of the Goods for no less than the full replacement value of the Goods; | 20.0 | LIABILITY |
| | (c) workers compensation or similar insurance in accordance with any applicable Law together with cover for unlimited common law liability; | 20.1 | Subject to clause 20.2 and to the extent any liability can be excluded by Law, the maximum aggregate liability of IPG for any loss, however caused or arising, suffered by the Supplier in connection with the Agreement is limited to the total amount of the Fees paid by IPG to the Supplier under the Agreement. The limitation set out in this clause 20.1 is an aggregate limit for all Loss, whenever suffered. |
| | (d) public liability insurance for the amount of \$20,000,000 [or such higher figure as IPG may reasonably require by notice to the Supplier] for any one event relating in any way to the Purchase Order or the Agreement; and | 20.2 | To the extent any liability can be excluded by Law, IPG will not be liable to the Supplier for any indirect or consequential loss (including without limitation any loss of revenue, profit, business or reputation) suffered or incurred by the Supplier in connection with the Agreement. |
| | (e) any other insurance required by Law, [collectively, Insurance Policies] during the term of the Agreement and for a period of five years after the later of the expiry or termination of the Agreement. | 20.3 | The limitation of IPG's liability under this clause 20.0 applies despite any other provision of the Agreement and extends to all liabilities and obligations of IPG in any way connected with any representation, warranty, conduct, omission, deed or transaction related to the Agreement. |
| 18.2 | The Insurance Policies shall be effected with an insurer with a financial security rating of "A-" or better by Standard & Poor's (or the equivalent rating with another recognised rating agency, or an insurer approved by IPG, acting reasonably). | | |
| 18.3 | The Supplier must use its reasonable endeavours to ensure that the Supplier's subcontractors (if any), and the subcontractor's Personnel, are insured as required by this clause 18.0, as is appropriate [including with respect to the amount of insurance, types of insurance and period of insurance] given the nature of services or work to be performed by them, as if they were the Supplier. | 21.0 | MODERN SLAVERY |
| 18.4 | The Supplier must pay all premiums and all deductibles applicable to the Insurance Policies when due and promptly reinstate any insurance required under this clause 18.0 if it lapses or if cover is exhausted. | 21.1 | The Supplier warrants: |
| 18.5 | If the Supplier fails to effect or maintain any of the Insurance Policies, then IPG may, at the Supplier's cost, effect and maintain the Insurance Policies on the Supplier's behalf. | | (a) that it does not knowingly and covenants that it will not knowingly engage in any form of Modern Slavery; |
| 18.6 | Prior to commencing work under the Agreement and at such other times as IPG may request, the Supplier must provide evidence to IPG as to the existence, currency and terms of the Insurance Policies (including a certificate of currency) and of the insurance policies referred to in clause 18.3. | | (b) that it has not knowingly and covenants that it will not knowingly give or receive goods or services from, or otherwise deal with, a Tier 1 Supplier (being a supplier with whom the Supplier has a direct contractual relationship) which in any way engages in any form of Modern Slavery; and |
| 18.7 | The Supplier must notify IPG within two days of the cancellation of any of Insurance Policies. | | (c) it will do all that it reasonably can to ensure that all entities in its supply chains do not engage in Modern Slavery. |
| 18.8 | The Supplier must and must ensure its Personnel comply with the terms of the Insurance Policies and must not do or omit to do, and must ensure its Personnel do not do or omit to do, any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance Policies. | 21.2 | On request from IPG, the Supplier will; |
| 18.9 | The Insurance Policies are primary and not secondary to the indemnities in the Agreement. IPG is not obliged to make a claim or institute proceedings against any insurer under the Insurance Policies before enforcing any of its rights or remedies under the indemnities referred to in the Agreement, or generally. | (a) | disclose all suppliers of goods or services in its supply chains (as at the time of the request) relevant to the supply of goods or services to IPG; and |
| | | (b) | provide a written statement confirming that it, all its related bodies corporate and all its Tier 1 Suppliers to the extent reasonably possible, are taking reasonable steps to identify and assess actual and potential Modern Slavery practices in their operations and supply chains used in the performance of the Agreement, and that they address potential Modern Slavery practices, and remediate actual Modern Slavery practices, as they discover them. |
| | | 21.3 | In the event that the Supplier identifies an occurrence or risk of Modern Slavery in its own operations or within its supply chains, it will immediately: |
| | | (a) | take reasonable and appropriate steps to rectify that occurrence or mitigate that risk (including provision of an appropriate remedy for the victim of that occurrence); and |
| | | (b) | notify IPG of that occurrence or risk and the steps taken by it to rectify that occurrence or mitigate that risk. |
| 19.0 | INDEMNITIES | 21.4 | Any breach of this clause 21.0 will entitle IPG to: |
| 19.1 | The Supplier indemnifies and must hold IPG and each of its officers, employees and agents (Indemnified Persons) harmless from and against any Loss which any of the Indemnified Persons pay, suffer, incur or are liable for arising out of or in connection with: | (a) | suspend performance of any or all Purchase Orders |

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that it has issued to the Supplier and the Agreement until it is satisfied (acting in good faith and reasonably) that the breach has been adequately addressed and rectified; or

- (b) terminate any or all Purchase Orders that it has issued to the Supplier and the Agreement by giving 5 days' written notice.

- 21.5 In the event of suspension or termination pursuant to this clause 21.0, IPG will not be required to pay any compensation to Supplier for that suspension or termination or any consequential damages.
- 21.6 Clause 21.5 does not limit, restrict or interfere with in any way any other right of suspension or termination given to IPG under the Agreement.

22.0 GENERAL

- 22.1 The addresses of the parties are stated on the Purchase Order.
- 22.2 The Supplier must not transfer, novate or assign (in whole or in part) the Agreement or any payment or any other right, benefit or interest of the Supplier there under without the prior written consent of IPG.
- 22.3 The Supplier must not subcontract any of its rights or obligations under the Agreement without IPG's prior written consent.
- 22.4 The Supplier is and must remain an independent contractor and is responsible for its employees and subcontractors and the Agreement does not create a relationship of employment, agency, partnership or joint venture between the parties.
- 22.5 In the event that the terms in these Standard Terms conflict with any other terms stated in the Purchase Order including any special conditions then such other terms or special conditions will take precedence to the extent of the conflict.
- 22.6 The Agreement (including the Purchase Order and these Standard Terms) are governed by and must be construed according to the laws of Western Australia and the parties submit to the exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia (Western Australian registry).
- 22.7 If any part of the Agreement is found to be void then that part will be deleted and the balance of the Agreement will continue without the deleted part.