

Purchase Order Terms and Conditions

- 1) Definitions:** The following words shall, where the context permits, have the following meanings; "Purchase Order" (hereafter referred to as "PO") means these conditions together with all documents attached hereto or incorporated herein by reference including the documents identified in clause 3, "Purchaser" means Civil Group (Aust) Pty Ltd (ABN 28 128 993 671) referred hereafter as CGA. "Vendor" means the person, firm or corporation to whom this PO is addressed, "Goods" means all materials, labour, equipment, documentation, services and all other obligations, duties and responsibilities required to be furnished or performed by Vendor under the PO.
- 2) Contract:** The PO together with all documents attached hereto or incorporated therein by reference, shall constitute the entire terms of the PO and supersedes all previous correspondence, communications and existing terms & conditions. In the absence of a written acceptance by Vendor, the commencement of any work by Vendor in pursuance of the PO shall be deemed an acceptance thereof and the contract shall be formed upon the terms and conditions set forth in the PO. For the avoidance of doubt, the requirements for liability and indemnity contained in this PO supersede those contained in any prior agreements. The Vendor also understands and agrees that liability it has incurred in relation to works performed under other (including previous) POs for CGA can be offset by CGA against monies due by CGA under this PO consistent with the principles set out in clause 10 of these terms & conditions.
- 3) Precedence of Documents:** If the Vendor discovers any inconsistency between the documents comprising the PO, Vendor shall forthwith notify Purchaser. In the case of any such inconsistency, it is agreed that the order of precedence of documents shall be as follows, with (1) being the highest precedence; (1) Any Special Conditions, (2) The PO face sheet, (3) These Terms & Conditions, (4) Terms & Conditions contained in any enclosed agreement or conditions, (5) Specifications, (6) Drawings, (7) Any Vendor reference documents attached. In the instance of any inconsistency within these documents, it is agreed that the highest standard or most stringent requirement on the Vendor has precedence over a lower or less stringent requirement.
- 4) General Scope of Contract:** This contract requires the Vendor to supply the Goods as detailed in, and in compliance with this PO. The Vendor understands that the engagement is based on CGA's expectation that the Vendor has the expert knowledge of the Goods supplied or undertaken. If the scope is subject to a reduction, than the Vendor shall not be entitled to any payment, including payment for overhead, profit, loss of income or lost opportunity cost in respect to such reduction.
- 5) Statutory Requirements:** The Vendor shall ensure that its supply and delivery of the Materials or Service satisfies all of the requirements of all relevant Acts of Parliament and all ordinances, regulations, by-laws, orders and proclamations made or issued there under applicable to the sale, supply and delivery of the Goods and, where necessary, secure all necessary approvals and pay all fees incurred in connection with the sale, supply or delivery thereof to CGA.
- 6) Delivery:** The following delivery requirements shall be met by the Vendor;

Purchase Order Terms and Conditions

- a) Delivery shall be made to such locations and at such times as shall be nominated by CGA in the PO. The Vendor shall supply two copies of the delivery dockets to CGA, 1x with the delivery of goods and 1x enclosed with the invoice.
 - b) Upon delivery the Materials shall be accompanied by a delivery document with CGA's order number nominated thereon.
 - c) The Price shall be inclusive of all freight insurance and other charges in or in connection with the forwarding of Materials to CGA.
 - d) All elements of the Goods delivered by the Vendor shall be at the risk of the Vendor and no liability to pay for them shall arise until that element of the Goods is approved by CGA.
 - e) Upon return of any such element of Materials which is not acceptable to CGA, the Contractor shall reimburse CGA for:
 - any amounts paid by CGA on account of the Price of the returned element of the Materials; and
 - any costs incurred by CGA in connection with the delivery and return of the relevant element of the returned Materials.
 - f) All deliveries to be received and signed by a CGA authorized representative. Any signature of a delivery document by an authorized CGA representative is an acknowledgement of a delivery only. It is agreed that such signature is not an acknowledgement/acceptance of quality or quantity nor shall such signature deemed to be an acceptance of any Vendor terms & conditions.
- 7) Terms of Payment:** CGA shall pay the Price to the Contractor in the calendar month following the month of receipt of invoice, subject to:-
- a) The Price being in accordance with and not exceeding this value or works described in this PO (unless the value stated on this PO is a rate confirmation only, payment will not be made on invoice amounts exceeding this PO value. Authorisation must be provided by an authorized CGA representative and an additional PO must be issued for any expenditure over this PO amount);
 - b) The Vendor having quoted relevant PO number onto each invoice;
 - c) Vendor having included with each invoice a detailed claim breakdown assigning a value to each individual work activity claimed and adequate proof of performance of each of the claimed work activities is provided;
 - d) The Vendor having fully complied with the Terms & Conditions of the PO.

Purchase Order Terms and Conditions

- e) Original Invoices shall be accompanied by matching delivery dockets relating to the provision of goods, materials and/or services shall be forwarded to CGA Head Office by the 7th day of the following month in which the goods, materials and/or services were provided (NOTE: Facsimile copies of Invoices will not be processed). CGA shall pay the PO price to the contractor, subject to adherence to the conditions of the PO and the Terms and Conditions contained herein by the contractor, within 45 days of the end of the month in which the goods, materials and/or services were provided. No interest shall be payable on any monies that remain unpaid after the expiration of this 45 day period. The Vendor herewith indemnifies CGA against any costs or charges associated with Collection Agency fees or any other fees levied by the Vendor as a result of non-adherence to the payment terms noted herein;
 - f) Invoices submitted later than 1 month after the period in which the goods were provided may be subject to an extended payment term of up to 90 days.
 - g) In relation to a final balance of payment; until the Vendor delivers to CGA a duly executed valid and enforceable release form being a document prepared by CGA evidencing the release and discharge of CGA from any claims of the Vendor pursuant to this PO.
- 8) Acceptance of Goods:** CGA shall only be obliged to accept completion or delivery of Goods insofar it complies with the PO documents and if the Goods does not comply then the Vendor shall, if so required by CGA, remove all such rejected elements of the Goods and replace the same with Goods acceptable to CGA. All freight, insurance and other cost incurred whatsoever in connection with the replacement of rejected Goods shall be paid and borne by the Vendor.
- 9) Back-charge:** In the event that CGA asserts that the Works/Good do not comply with the requirements set out in this PO or is subject to a defect, and the Vendor upon notification thereof does not commence remedial action either at all or in a manner considered adequate by CGA , then CGA has the right to have remediation works undertaken on behalf of the Vendor and the exercise by CGA of this right shall not detract from any of CGA's other rights under this PO or otherwise at law in respect of the lack of compliance or defect. It is agreed that the direct and indirect cost to CGA of such remediation works (including, where the remediation works have not yet been commenced/completed, as estimated by CGA) can be deducted by CGA from any monies otherwise due by CGA to the Vendor or can be withdrawn by CGA out of any bond or guarantee held by CGA or, at CGA's request, will be secured in CGA's favour by the Vendor which security shall be in the form of an unconditional bank guarantee. Before any debt deduction is effected by CGA, both parties shall at least confer once with the aim to agree to any estimated value and form of security. For the avoidance of doubt, any deductions described herein can relate to monies due by CGA under this PO or any other POs with the Vendor that may be associated with other projects.
- 10) Property of the Goods:** Where any part of entire payment for any element of Goods is made by CGA the entire title to the Goods shall pass without exclusion or limitation but subject to CGA's

Purchase Order Terms and Conditions

right to subsequent rejection in the event that the relevant element of the Goods is discovered to not comply with the terms of this PO.

11) Warranty: The Vendor warrants that all of the Goods; (1) Will conform to the requirements of this PO; (2) Shall be of good merchantable quality and fit for the known purpose for which it is sold; (3) Are new (unless otherwise specified); (4) Are free from all liens and encumbrances and the Vendor has a good marketable title thereto; (5) Shall be delivered by the due delivery date specified in this PO. These warranties are in addition to any and all warranties offered by the Vendor and/or arising by operation of law and nothing contained herein shall be construed as limiting or restricting such warranties. The work is subject to a 12 month defect liability period unless more stringent requirements are set out in this Contract.

12) General Matters

- a) Unless otherwise provided all reference to sums of money shall be in terms of Australian currency, all documents and communications shall be in the English language and all references to measurements, quantities and dimensions and units shall be in terms of Commonwealth legal units.
- b) The laws in force in the State of South Australia shall apply to this contract and the parties shall submit to the jurisdiction of the courts of the same.

13) Assignment: The Vendor shall not, without the prior written approval of CGA, assign the Contract or assign, mortgage, charge, encumber any of the moneys payable under this PO.

14) No Waiver: No failure or delay on the part of a party to exercise any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other further exercise thereof.

15) Time of the Essence: Time shall be of the essence as regard to any date or period under the terms and conditions.

16) Public Liability Insurance: The Vendor shall effect Public Liability Insurance to cover its liability to third parties for loss or damage to property (including loss of use thereof) and death of or injury to any person arising out of or resulting from an act, default or omission of the Vendor or of others for whom the Vendor is responsible and shall indemnify CGA in respect of and shall insure against any liability, loss, claim or proceedings whatsoever in respect of or in connection with the death of or injury to any person, or any loss of or damage to any property arising out of or in any way connected with or caused by execution of the Goods as detailed in this PO. With respect to Public Liability Insurance, the policy shall be of not less than \$20 million. Before commencing the works associated with this PO and whenever requested by CGA the Vendor to produce evidence that it has satisfied its insurance obligations

Purchase Order Terms and Conditions

17) Site Compliance: Vendor's or Sub-Vendor's personnel working on a CGA site pursuant to works ordered under the agreement shall comply with the requirements of the site Project Management Plan. Such compliance includes: compliance with health, safety and environmental regulations; having zero drugs and alcohol policy; submitting to random testing for drugs and alcohol; compliance with site induction requirements; supply of safe work method statements. More specifically:

- a) Vehicles/Plant used on site to have a fully functioning beacon fitted.
- b) Minimum PPE requirements for all personnel accessing the site (including delivery drivers exiting their vehicle): long sleeve tops, long pants, hard hats, hi-visibility clothing, steel capped boots and safety glasses.
- c) All operators/drivers to have current & appropriate tickets/licences. Vehicles to have current service record. Vendor to produce evidence when requested by CGA.
- d) All personnel working on CGA sites are required to have a General Construction Induction Card (White Card) in accordance with the National Code of Practice for Induction for Construction Work.
- e) Compliance to environmental management systems includes waste minimization, spill avoidance, protection of vegetation, minimize disturbance, heritage protection, hazardous waste and storm water management. Costs of compliance are deemed to be included in the Price

18) National Code of Practice Compliance: The National Code of Practice for the Construction Industry applies to any works undertaken for CGA. By agreeing to undertake the works, the Vendor will be taken to have read and agreed to comply with the Code and Guidelines.

19) Quality: The quality of the Goods delivered shall not differ from that specified in the Contract Documents unless the change in quality is ordered by CGA in a written form specifically referring to the amendment of the quality. If the PO provides no details about quality requirements, the Good/Work shall comply with the relevant Australian Standards and local Service Authority Standards.

20) Labour supply: The vendor warrants that all labour supplied pursuant to this PO have the skill, expertise and training required to competently and safely carry out the tasks required of them and that the labour supplied do not require supervision by CGA in order to ensure that such tasks are executed safely and in accordance with all occupational health and safety codes and standards.

21) Indemnity: The vendor agrees to indemnify and hold CGA indemnified from and against any liability howsoever arising from loss or damage; (1) in respect of personal injury to or death of any

Purchase Order Terms and Conditions

person including labour supplied by the Vendor and, (2) to any real or property of any person, caused directly or indirectly by any act or omission by or on the part of labour supplied. These indemnities shall not be vitiated, defeated or diminished by reason of any failure on the part of CGA to supervise or control the work of the labour supplied and the Vendor expressly acknowledges that it is not the obligation of CGA to do so.