

Terms & Conditions of Purchase Orders

1. Interpretation in these Conditions:

“Buyer” means Hindmarsh Construction Australia Pty Ltd.

“Contract” means the agreement entered into between the Buyer and the Supplier which is constituted by these Terms, the Purchase Order and anything else agreed in writing by the Buyer to be part of the Contract

“Goods” means all Goods described in this Purchase Order issued by the Buyer to the Supplier and supplied or to be supplied.

“Services” means all Services described in the Purchase Order issued by the Buyer to the Supplier, any services incidental to the sale and delivery of Goods or any other services which the Supplier is required to provide to the Buyer in accordance with the Contract.

“Supplier” means any person, body corporate or entity which supplies Goods and/or Services to the Buyer.

2. Entire Agreement

Acceptance of this Purchase Order by the Supplier includes acceptance of these Terms & Conditions by the Supplier. The Supplier hereby acknowledges that this Purchase Order constitutes the entire agreement between the Buyer and the Supplier and that no prior or subsequent representations or agreements shall bind the Buyer and the Supplier unless the same be set out in or subsequently endorsed on this Purchase Order by the Buyer.

4. Supply of Goods and/or Services

Supplies must be free from any defect in material and workmanship, be of merchantable quality, be fit for the Buyer’s intended purpose and conform with

all relevant standards, laws, descriptions, specifications and drawings. No alteration shall be made to the Goods and/or Services without written authorisation of the Buyer.

5. Time is of the Essence

Time shall be of the essence of the Contract unless such requirement is waived in writing by the Buyer. Should any change in delivery date(s) be proposed by the Supplier for whatever reason, immediate written notice shall be given to the Buyer who may in its absolute discretion accept or reject such proposal.

6. Default by the Supplier

If the Supplier fails to deliver to the site nominated by the Buyer, goods by the date(s) specified herein or fails to comply with any conditions contained here, the Buyer may at any time thereafter, and without prejudice to any of its other rights refuse goods delivered to or left at the delivery site in respect of which property therein has not passed to it and may procure similar goods elsewhere and the Supplier shall be liable for any additional costs incurred by the Buyer as a consequence thereof and any incidental losses of whatsoever nature incurred as a consequence of such default.

7. Property in Goods

The property in the goods delivered to or left at the delivery site nominated by the Buyer shall not pass from the Supplier to the Buyer and shall remain at the risk of the Supplier until the Buyer has accepted the same after inspection or until the Buyer has paid for the goods whichever shall first occur.

8. Inspection & Return

The Buyer may inspect or test goods, but has no obligation to carry out inspections or tests. Where goods are not acceptable to the Buyer, the Buyer may at the Supplier's expense, either convert such goods into a condition acceptable to the Buyer or return such goods to the Supplier and may, at its election, deduct from any money payable to the Supplier, under this Purchase Order or any other Contract or Agreement between the parties, the cost of such repair or return.

9. OH&S

By accepting this Purchase Order, the Supplier hereby warrants to the Buyer that all goods and services supplied under or incidental to the Purchase Order and their manner of delivery will comply with all applicable local, state, and federal environmental protection and occupation, health and safety, dangerous substances laws and regulations, including any applicable standards and building codes.

10. Insurance

The Supplier shall ensure that its employees engaged in the services to be performed pursuant to the Purchase Order are at all times during their engagement covered under the relevant Worker's Compensation legislation. The Supplier shall maintain, at its own expense until the services are complete, the following insurance: (a) insurance on its own plant and equipment for the full insurable value thereof; and (b) comprehensive general liability insurance for not less than \$5,000,000.

11. Indemnity

The Supplier must at all times keep the Buyer indemnified against any costs or damages suffered or incurred by the Buyer which arise from any claim, demand, action or suit brought against the Buyer in respect of personal injury, the death of any person, loss or damage to any property or any other loss or damage whatsoever from any negligent or unlawful

act or omission of or breach by the Supplier of its obligations under the Contract.

12. National Construction Code 2022

The National Construction Code 2022 (*Building Code*) applies to this project. By agreeing to undertake the works, The Supplier will be taken to have read and to agree to comply with the Building Code.

13. Bankruptcy of Supplier

The Buyer may terminate the Contract without prejudice to any of its other rights if the Supplier becomes insolvent, commits an act of bankruptcy or, being a company has a receiver or administrator appointed, an application made to appoint a liquidator or to have the company wound up, or made subject to the supervision of a court or enters into a scheme of arrangement with its creditors. The Buyer shall be under no liability for payment of any goods not then delivered to or accepted by the Buyer.

14. Assignment

The Supplier is not to assign in whole or in part its rights or obligations under the Contract.

15. Governing Law

This Contract is to be governed by the laws of the state that the Purchase Order was raised.