



## BUREAU VERITAS AUSTRALIA PTY LTD ABN 15 090 874 570

### TERMS & CONDITIONS OF PURCHASE ORDER (GOODS & SERVICES) AUSTRALIA

The Purchase Order constitutes an offer by BV to purchase Goods and/or Services in accordance with these Terms & Conditions.

#### 1. DEFINITIONS

"BV" means Bureau Veritas Australia Pty Ltd (ABN 15 090 874 570) or the company acquiring the Goods and/or Services as set out in the Purchase Order (as the case may be).  
"Business Day" is a day other than a Saturday, Sunday or public holiday in the place of receipt.  
"Business Hours" means 9am – 5pm on a day other than a Saturday, Sunday or public holiday in the place of receipt.  
"Goods" means the goods BV is acquiring from the Supplier pursuant to the Purchase Order.  
"Intellectual Property Rights" means all intellectual property rights existing anywhere in the world whether protectable by statute, common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether not registrable), rights in relation to registered or unregistered trademarks, circuit layout designs and rights in relation to circuit layouts.  
"Legislation" means laws, regulations, statutes, codes, rules, orders, permits, policies, licences, certifications, decrees, standards or interpretations imposed by any governmental authority that apply to the Goods, Services, Purchase Order and the Terms & Conditions contained herein.  
"Purchase Order" means a written or electronic order placed upon the Supplier for the acquisition by BV of Goods and/or Services.  
"Services" means the services BV is acquiring from the Supplier pursuant to the Purchase Order.  
"Specification" means the specifications for the Goods and/or Services set out in the Purchase Order and any modification of those specifications as directed by BV in accordance with these Terms & Conditions.  
"Terms & Conditions" mean the terms and conditions contained herein under the Purchase Order.  
"Variation" means any change to the Goods or Services, including any addition to, reduction in, omission from or change in the character, quantity or quality of the Goods or Services.

#### 2. INTERPRETATION

In these Terms & Conditions the expression 'include', 'includes' and 'including' have the meaning 'without limitation'; 'person' includes an individual, corporation, partnership, joint venture or other association; if a word is defined, its other grammatical forms have a corresponding meaning; words in the singular include the plural and vice-versa; headings are for convenience only and do not affect the interpretation of these Terms & Conditions; a reference to any legislation or legislative provision includes any statutory modifications or re-enactment of, or legislation provision, substituted for, and any sub-ordinate legislation issued under, that legislation or legislative provision; a reference to a Class or clause of these Terms & Conditions, and no rule of construction applies to the disadvantage of one party because that party drafted or put forward the Terms & Conditions or any provision in it.

#### 3. BASIS OF PURCHASE ORDER

- The Terms & Conditions contained herein shall not be superseded by any terms or conditions of the Supplier and shall be deemed to be accepted in full on the earlier of the Supplier issuing a written acceptance of the Purchase Order quoting the Purchase Order number, part numbers, Specification, price and delivery dates, or the Supplier doing any act consistent with fulfilling the Purchase Order.
- BV shall order the Goods and/or Services by placing a Purchase Order on the Supplier and BV has no obligation or liability to purchase Goods or Services until BV has so placed a Purchase Order on the Supplier.
- If BV makes changes to the Purchase Order which would amend the price or delivery dates, the Supplier will notify BV of any such change implications within forty-eight (48) hours and will await BV's acceptance of the changes to the payment and/or delivery date.
- BV reserves the right to cancel the Purchase Order at any time prior to the Supplier's acknowledgement of the Purchase Order in writing.
- The Supplier must deliver the Goods and perform the Services by the date specified in the Purchase Order.
- Time is of the essence in respect of the supply of Goods and Services pursuant to the Purchase Order.
- The Supplier represents and warrants that it and all subcontractors hold all licenses, permits, certifications, consents, permissions, approvals, authorizations or other special licences necessary to perform the Purchase Order and its obligations under it as required by Legislation.

#### 4. GOODS

Title in the Goods shall pass to BV on the earlier of payment or delivery. Risk in the Goods shall pass to BV on the completion of delivery. The Supplier warrants and undertakes, by accepting the Purchase Order that the Supplier or a duly appointed sub-contractor shall:

- perform the Purchase Order, source, produce and supply the Goods, with all due care and diligence, with the skill expected of a reputable Supplier experienced in the provision of goods to be provided, and in compliance with all applicable Legislation and any applicable Specifications and the Purchase Order;
- ensure that the Goods supplied by the Supplier to BV will be new and of merchantable quality and fit for any purpose held out by the Supplier or made known to the Supplier by BV expressly or by implication and any other purpose in accordance with the best conditions prevalent in the industry and at all times are stored and transported in conditions that will preserve Goods in good condition;
- ensure that the Goods are, where applicable, free from defects in design, material and workmanship and remain so for 12 months after delivery and that the benefit of any OEM or other warranties are assigned to BV;
- be responsible for the Purchase Order, receipt, examination, inspection and approval of all necessary materials, items and components within the timescale required for the supply of all Goods set out in a Purchase Order, (including without limitation Clause 7) and are complied with in all respects;
- ensure that the Goods are delivered free from any security, interest or other lien or encumbrance (including any security interests under the *Personal Property Securities Act 2009* (Cth)) and the Supplier has the right to transfer good title to the Goods to BV.

#### 5. SERVICES

- The Supplier warrants and undertakes, by accepting the Purchase Order that the Supplier or duly appointed sub-contractor shall perform the Services in a good and workmanlike fashion and with all due speed, care, skill and diligence, and to carry out the Services in accordance with the Purchase Order, with current industry standard code of practice and the highest standards prevailing in the Supplier's industry.
- The Supplier shall supply, at its own expense, all labour, equipment, and other costs necessary to satisfactorily perform the Services in accordance with the Specifications and the Terms & Conditions.
- If any Goods which are required by the Supplier for the provision of the Services are not delivered fully in accordance with any stipulations in the Purchase Order, the Supplier shall immediately affect correct delivery and shall be responsible for any additional costs and expenses incurred by either party in doing so.
- The Supplier must ensure that the Services match the description of the Services in the Purchase Order.
- The Supplier must ensure that any items that the Supplier uses in conjunction with the Services are of merchantable quality and comply with the standards set out in the Purchase Order and these Terms & Conditions and are fit for their usual purpose and any other purpose described in the Purchase Order or that are otherwise made known to the Supplier.

#### 6. INSPECTION AND TESTING OF GOODS AND SERVICES

- BV shall at all reasonable times have the right to inspect, review and examine the Goods or Services manufacture or the performance of Goods or Services at the delivery point, the Supplier's premises, the premises of any subcontractors or at BV's premises.
- The Supplier must ensure that BV has access to the Supplier's and any subcontractor's premises for the purpose of Clause 6.A. above.
- If following any inspection or testing BV reasonably considers that the Goods or Services do not conform or are unlikely to comply with the Purchase Order or the Terms & Conditions BV shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods or Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligation to comply with the Terms & Conditions.
- The Supplier shall deliver the Goods and/or Services with the variation or substitution to the Goods or Services without first obtaining BV's prior written consent and having provided BV with independent documented evidence supporting direct interchangeability between the Goods or Services specified in the Purchase Order and the substituted goods or services.

#### 7. DELIVERY

- The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and in accordance with BV's instructions and any applicable Legislation. Each delivery of Goods must be accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of Goods, special storage instructions (if any) and, if Goods are being delivered by instalment, the outstanding balance of Goods remaining to be delivered.
- The Supplier shall deliver the Goods and/or Services during Business Hours unless otherwise agreed on the date and time specified in the Purchase Order, or, if no such date is specified, within fourteen (14) days of the date of the Purchase Order, and to BV premises at the address stated on the Purchase Order or such other location as is set out in the Purchase Order, or as instructed by BV prior to delivery.
- Delivery of the Goods shall be completed on the completion of unloading the Goods at the delivery location and upon written acceptance by BV.
- If the Supplier delivers more than the quantity of Goods ordered, and BV accepts the delivery, BV will not be obliged to pay for any quantities in excess of those stated on the Purchase Order. Any such excess may be dealt with as BV deems necessary and may be returned at the Supplier's risk and expense.
- If the Goods and/or Services are incorrectly delivered the Supplier shall be responsible for additional expenses incurred in delivering them to the correct point specified in the order or as subsequently advised by BV.
- The Supplier must not deliver the Goods and/or Services in instalments without BV's prior written consent. Where it is agreed that the Goods and/or Services are to be delivered by instalment, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at any defect in an instalment shall entitle BV to the remedies set out in Clause 15.
- BV shall inspect all Goods within seven (7) days of delivery (or within a reasonable period after any latent defect in the Goods becomes apparent) and any found to be damaged or in any way failing to meet the Purchase Order or Specifications will not be deemed to have been accepted and will be returned to the Supplier for replacement at the Supplier's risk and expense, without prejudice to any other rights BV may have.
- BV shall be under no responsibility to accept delivery of the Goods and/or Services for which a Purchase Order has not been properly provided or accepted by BV. Delivery of the Goods and/or Services other than in accordance with the Purchase Order may be returned to the Supplier at the Supplier's expense and risk.

#### 8. INDEMNITIES

The Supplier will be liable for and shall keep BV and its related bodies corporate and its and their officers, employees and agents indemnified in full against all costs, expenses, damages and losses (including any interest, penalties, and legal and other professional fees and expenses) awarded against or incurred or paid by BV as a result of or in connection with:

- any loss or damage caused to the property of BV or any damage or injury caused to any person or their property due to any act, omission or negligence of the Supplier or its related bodies corporate and its and their officers, employees and agents or due to any defects in Goods and/or Services;
- any claim made against BV for infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods and/or Services; and
- any other act, omission or negligence of the Supplier or its related bodies corporate and its and their officers, employees and agents arising directly or indirectly in the supplying, delivering or installation of the Goods and/or Services.

BV's rights and remedies under these Terms & Conditions are in addition to its rights and remedies implied by statute and common law.

#### 9. INSURANCE

The Supplier shall for itself, and any subcontractor it may use to perform any part of the Services or provisions of Goods is to do, procure and maintain from an insurer acceptable to BV insurance coverage with limits of not less than those set out in these Terms & Conditions, including:

- Workers' Compensation for coverage not less than the statutory limits. This must remain current for the duration of the Purchase Order covering liability for loss, damage, claims and all direct or associated costs and expenses arising at common law or under workers compensation insurance in respect to the Supplier and/or person employed by the Supplier.
- Public and Product Liability Insurance for coverage not less than \$20,000,000 for each and every claim covering liability to any third party for death,

bodily injury, loss of and damage to property arising out of anything done or omitted to be done during the provision of Services or Goods with such insurance to remain in force for three (3) years after completion of the Services or the delivery of Goods (whichever is later).  
C. Professional Liability Insurance for not less than \$10,000,000 for each and every claim to cover liability arising out of anything done or omitted to be done during the provision of Services or Goods with such insurance to remain in force for three (3) years after completion of the Services or the delivery of Goods (whichever is later).

The Supplier agrees that a waiver of subrogation in favour of BV shall be given for each policy. The Supplier must provide BV (within seven (7) days of a request and upon the anniversary of a Purchase Order) certificates of currency of the insurance policies as set out above.

#### 10. PRICE AND PAYMENT

- The price of the Goods and/or Services shall be the price set out in the Purchase Order, or, if no price is quoted, the price set out in the Supplier's published price list provided to BV prior to issue of the relevant Purchase Order.
- BV shall, on receipt of a valid tax invoice from the Supplier, pay to the Supplier such additional amounts in respect of goods and services taxes as are chargeable on the supply of the Goods and/or Services.
- The Supplier may invoice BV for the Goods and/or Services on, or at any time after, the completion of the Services or delivery of the Goods.
- BV shall pay correctly rendered tax invoices within thirty (30) days from the end of the month from which the tax invoice is provided.
- If BV, acting reasonably, disagrees with a tax invoice submitted by the Supplier, BV shall be entitled to withhold payment of the disputed amount (without prejudice to any other rights or remedies it may have) pending resolution of the dispute between the parties (each acting in good faith). The Supplier shall be solely responsible for all payments of taxes, contributions, and premiums payable as to its employees or on its operations under the applicable State or Commonwealth law or pursuant to the Purchase Order. The Supplier shall indemnify, defend and hold harmless, BV and its related bodies corporate and its and their officers, employees and agents from all liability, loss, and expense resulting from the Supplier's failure to comply with such laws and the Purchase Order.

#### 11. HEALTH AND SAFETY

- The Supplier shall, and shall ensure that its employees and any sub-contractors shall, when working on any site in connection with the Purchase Order, comply with all relevant environmental, occupational health and safety Legislation and any other appropriate standards, policies and procedures notified by BV from time to time.
- The Supplier shall allocate time for any necessary health and safety specific training when needed and shall adopt all necessary measures to ensure its own and its workers' safe working conditions during performance of the Services and supply of the Goods, in compliance with applicable legal requirements. In case of an incident occurring during the performance of the Services or supply of the Goods, the Supplier shall inform Bureau Veritas in a timely manner and cooperate with any investigation.
- The Supplier shall be liable for and shall keep BV and its related body corporate and its and their officers, employees and agents indemnified in full against all costs, expenses, damages and losses including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred (including any GST payable by BV) or paid by BV as a result of or in connection with any breach of this Clause 11 or for any death or injury caused by the Supplier or its staff, agents, representatives or subcontractors.

#### 12. BUSINESS ETHICS

- Both BV and the Supplier insist on honesty, integrity and fairness in all aspects of their business and expect the same in their relationships with all those with whom they do business. Both BV and the Supplier accept, agree and warrant that the direct or indirect offer, payment, soliciting and acceptance of bribes in any form are unacceptable practices and that the Supplier shall be bound by BV's Code of Business Ethics and that such code is incorporated into these Terms & Conditions. Further details of BV's Code of Business Ethics may be found at [www.bureauveritas.com](http://www.bureauveritas.com).  
Supplier warrants that its as well as any of its own suppliers of goods or services or any of its sub-contractors shall observe at all times socially responsible supply chain commitments including, but not limited to, the prohibition of (i) involuntary, forced or underage labour, (ii) unsafe or unhealthy working conditions in the facilities where Goods or a portion of said Goods shall be manufactured or processed (including in lodging that may be provided to those facilities to employees) and (iii) any form of discrimination towards employees (including discrimination based on gender, race, religion, age, sexual orientation, physical or mental disabilities, trade unions activity).

#### 13. INTELLECTUAL PROPERTY

- All Intellectual Property Rights (except for Supplier IP) and copyright in all documents, materials, drawings, data or information in whatever form and other documents provided by the Supplier to BV and created for the purposes of the Purchase Order shall become vested in BV upon creation. The Supplier shall do all things necessary to transfer Intellectual Property Rights to BV.
- The Supplier grants BV with a permanent, transferable, royalty-free, non-exclusive license to use any Supplier IP in connections with the Goods and/or Services in any part of the world.
- The Supplier guarantees compliance of all Goods and Services with all patent, trade mark, registered design, copyright or similar law, for use or operation by BV, without restriction in any part of the world.
- The Supplier shall not use BV's name, logos, trade marks or copyright materials for the purpose of advertisement or publicity without BV's prior written consent.

#### 14. CONFIDENTIAL INFORMATION

The Supplier agrees that it will not divulge to third parties without the written consent of BV, any information obtained from or through BV (Confidential Information) unless required by law. The Supplier shall indemnify and hold harmless BV, its related bodies corporate and its and their officers, employees, agents and contractors, from any claim, action, loss, cost, damage, injury or other liability arising out of or in connection with any such disclosure. Where such disclosure is required by law, the Supplier agrees to promptly notify BV prior to any disclosure and will allow BV the opportunity to oppose the said disclosure, before the information is made known. Confidential Information includes all drawings and other information, whether written or oral, which is communicated by BV to the Supplier, provided, however, that Confidential Information shall not include information which at the time of disclosure is in the public domain; or information which after disclosure becomes part of the public domain through no fault of the Supplier. The Supplier shall not, without the prior written consent of BV, use, nor cause or permit any of its related bodies corporate, officers, employees, contractors or agents to use any Confidential Information received by the Supplier otherwise than for the performance of the obligations under the Purchase Order.

#### 12. DELAYS AND SUSPENSION

- If the Supplier is or is likely to be delayed in the performance of the Services, it must within three (3) Business Days of the event or circumstance first occurring notify BV in writing and provide sufficient information on the cause of the delay and the likely effect upon the date for completion. If the reason for the delay is an act or omission of BV and the Supplier has taken all reasonable measures to prevent and mitigate the occurrence and duration of the delay, then BV in its absolute discretion may allow the Supplier an extension of time for the performance of the Services. BV may at any time unilaterally extend the time for the performance of the Services or the delivery of Goods.
- BV may direct the Supplier to suspend provision of Services or the delivery of Goods (or any part) at any time and for any reason. BV shall notify the Supplier when it may require provision of the Services or the delivery of Goods affected by the suspension and the Supplier must resume the Services or the delivery of Goods as soon as reasonably practicable after being given such notice.

#### 14. FORCE MAJEURE

The Supplier shall be held responsible for strict adherence to its obligations under the Purchase Order, except if there is an occurrence beyond the control of the Supplier and such an occurrence is not foreseeable and makes it impossible for the Supplier to perform such obligations. If this occurs, BV shall, if possible, do so and keep within the terms of the Terms & Conditions, grant an extension equal to the time lost because of the occurrence. If that cannot be done, then the Purchase Order may be terminated, at the sole discretion of BV, and neither party shall have a claim against the other for any damages or costs arising from this termination, and BV shall only be responsible for paying for the Goods and/or Services performed or supplied to the satisfaction of BV, up until the time of termination.

#### 15. TERMINATION AND REMEDIES

- BV may terminate the Purchase Order or any part of it by giving the Supplier forty-eight (48) hours' written notice.
- BV may terminate the Purchase Order with immediate effect if the Supplier breaches any provision of these Terms & Conditions; if there is a change in ownership or control of the Supplier; if the Supplier disposes of the whole or any substantial part of its assets, operations or business; if the Supplier ceases to carry on business; if the Supplier ceases to be able to pay its debts as they become due; if any step is taken to enter into any arrangement between the Supplier and its creditors or to appoint a receiver, a receiver or manager, a trustee in bankruptcy, a liquidator, an administrator or similar person or if the Supplier is not a corporate entity, is declared bankrupt; or if the Supplier commits a criminal offence or is guilty of serious misconduct or wilful neglect.
- If the Goods and/or Services are not delivered on the date they are due or do not comply with the undertakings set out in a Purchase Order, then, without limiting any of its other rights or remedies, BV shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods and/or Services: to terminate the Purchase Order; to reject the Goods and/or Services (in whole or in part) and return any Goods to the Supplier at the Supplier's own risk and expense; to require the Supplier to repair or replace the rejected Goods and/or Services; to require the Supplier provide a full refund of the price paid for the rejected Goods and/or Services; to refuse to accept any subsequent delivery of the Goods and/or Services which the Supplier attempts to make; to recover from the Supplier any reasonable costs, incurred by BV in obtaining substitute Goods and/or Services from a third party; and to claim damages for any other reasonable costs, loss or expenses incurred by BV which are attributable to the Supplier's failure to carry out its obligations under the Purchase Order.

#### 16. EFFECT OF TERMINATION

Upon termination of the Purchase Order the Supplier must: immediately stop using and return any Purchase Order materials, or any other property belonging to BV in the Supplier's possession or control; vacate any premises of BV occupied or utilised by the Supplier at the date of termination; do its best to minimize the cost to the parties of ending the Purchase Order; and if BV directs in writing, assign to BV all rights and benefits under contracts with third parties to the extent that the Supplier has entered into before to perform its obligations under the Purchase Order. The termination of a Purchase Order does not affect any rights of the parties which may have accrued before the end date of the Purchase Order, and the rights and obligations of the parties under any Clause or part of these Terms & Conditions which, expressly or by implication from its nature, are intended to continue after the end date of the Purchase Order.

#### 17. MISCELLANEOUS

- The supply of Goods and Services shall be governed by and construed in accordance with the laws of Victoria, Australia.
- The Supplier shall not be permitted to sub-contract, novate or assign any of its rights or obligations under the Purchase Order to any third party without the prior written approval of BV. The Supplier shall be responsible for all acts, omissions, statements and representations of any sub-contractor, novatee or assignee and approval of a sub-contractor shall not relieve the Supplier of any of its obligations.
- The Supplier will retain records of all Services performed and all Goods manufactured and/or supplied to BV by the Supplier or any sub-contractor and shall maintain these records for a period of six (6) years after each Purchase Order is placed. BV will have a right of inspection of these records upon reasonable notice to the Supplier.
- All Clauses survive the termination or expiry of a Purchase Order insofar as possible.
- The Supplier provides the Goods and/or Services as an independent contractor and nothing in these Terms & Conditions shall be construed so as to characterize the Supplier as an employee, agent or representative of BV or constitute a partnership or other fiduciary relationship between the parties.
- The non-exercise or delay in exercising any power or right of a party does not operate as a waiver of that power or right nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right.
- No amendment or variation of the Purchase Order or the Terms & Conditions contained herein is valid or binding on a party unless made in writing and signed by BV.
- Any provision in the Terms & Conditions which is invalid or is unenforceable in any jurisdiction is to be severed to the extent of the invalidity or unenforceability and does not affect the remaining provisions of these Terms & Conditions or the validity or unenforceability of that provision in any other jurisdiction.