

# Purchase order

## General terms and conditions

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### 1. Supply of Goods and/or Services

The Supplier must supply the Goods and/or perform the Services by the Due Date with due care and skill, and to a standard to be expected of a professional person both competent and experienced in providing:

- (a) services similar to the Services; or
  - (b) goods or items similar to the Goods.
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### 2. Warranties

#### 2.1 Warranties in respect of Goods

To the extent that the Supplier supplies Goods under this Contract, the Supplier warrants to the Purchaser that:

- (a) the Goods are new and comply with all requirements of the relevant Purchase Order;
- (b) the Goods are fit for the purpose for which the Goods would be expected to be reasonably used by the Purchaser;
- (c) all Goods are free from all liens and encumbrances and the Supplier has good title to the Goods; and
- (d) the Supplier is legally entitled to transfer, and will transfer, ownership of the Goods to the Purchaser.

#### 2.2 Warranties in respect of Services

To the extent that the Supplier supplies Services under this Contract, the Supplier warrants that:

- (a) the Services are suitable, appropriate and adequate for the purposes made known to the Supplier by the Purchaser on or before entering into this Contract; and
  - (b) it has satisfied itself that the Price covers the cost of complying with all of its obligations under this Contract.
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### 3. Compliance

In supplying the Goods and/or performing the Services or undertaking any work under the Contract, the Supplier must:

- (a) comply with all applicable Australian standards, regulations, codes of conduct and requirements of relevant government agencies in relation to the Services, the Goods or the Supplier;
- (b) comply with the Purchaser's reasonable directions as notified in writing by the Supplier within a reasonable time; comply with the Purchaser's policies and procedures of which the Supplier is notified in writing before entering this Contract (including all health, safety and environmental management policies and procedures available at [www.hydro.com.au/hse](http://www.hydro.com.au/hse)) including any changes to these policies which are notified in writing by the Supplier within a reasonable time (and excluding any changes that materially impact the Services or the Goods, in which case the parties will discuss the impact before the Supplier is required to comply); and
- (c) ensure that any shipments, shipping papers or correspondence is identified with the correct Order Number.

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## 4. Quality

### 4.1 Non-compliance

If the Purchaser becomes aware that any part of the Services and / or Goods do not comply with this Contract:

- (a) the Purchaser will as soon as practicable, provide the Supplier with written notice requiring the Supplier to rectify the non-compliance within a reasonable period following the delivery of that notice; and
- (b) the Supplier must rectify the non-compliance at its cost within the timeframe stated in the notice.

### 4.2 Failure to rectify

If the non-compliance has not been rectified so that it complies with this Contract within the timeframe in the Purchaser's notice, the Purchaser may:

- (a) refuse to provide payment for that part of the non-complying Services and / or Goods;
- (b) perform, or have performed by a third party, the non-complying Services; and/or
- (c) obtain alternative Goods in place of the non-complying Goods.

### 4.3 Additional costs

The Supplier must reimburse the Purchaser for all direct costs (including additional wage costs) actually and reasonably incurred by the Purchaser in connection with having the non-complying Services performed or non-complying Goods provided in accordance with clause 4.2 (Failure to rectify) that exceed the costs that would have been incurred by the Purchaser if the Supplier had performed the non-complying Services and / or provided the non-complying Goods in accordance with this Contract.

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## 5. Defects

If any Defect in the Goods or Services arises within the shorter of:

- (a) 12 months from the date when the Goods are first put into service or completion of the Services; or
- (b) 24 months from the date of delivery of the Goods,

the Supplier must, at its own expense, do all things reasonably necessary to remedy the Defect and must reimburse the Purchaser for any direct costs (including additional wage costs) actually and reasonably incurred in connection with the Defect, including, the cost of the Purchaser (or a contractor of the Purchaser) remedying the Defect if the Supplier does not do so within a reasonable period following notice of the Defect from the Purchaser.

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## 6. Variations

- (a) The Purchaser may request the Supplier to carry out any variation to the Goods and/or Services, and provided that the parties agree on the scope and price of the variation proposed, the Supplier must comply with any such request (**Variation**).
- (b) The parties must use their best endeavours to agree in writing on the value of a Variation within 3 Business Days of the issue of the request (or such longer period as agreed by the parties having regard to the impact of the Variation on the Goods or Services).

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## 7. Inspection

- (a) A representative of the Purchaser is entitled (on reasonable notice) to inspect and witness tests of the Goods and/or the Services to ensure compliance with the Contract.

- (b) The Supplier must give the Purchaser reasonable assistance (including allowing the Purchaser access during working hours to the Supplier's and any subcontractor's premises on reasonable notice by the Purchaser) for this purpose. The Supplier must make this a condition of any subcontract.
- (c) All Goods and Services are subject to inspection by the Purchaser within a reasonable time after delivery or performance (as applicable) at the option of the Purchaser irrespective of date of payment.
- (d) A signed delivery docket will not be construed to mean acceptance by the Purchaser of the Goods and/or Services. The Purchaser will promptly notify the Supplier of any Defects appearing, and in respect of Goods which have a Defect, hold such Goods while waiting for the Supplier's instructions (held at the Supplier's risk) for a reasonable period not exceeding 60 days.

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## 8. Specifications

- (a) The Goods and/or the Services must comply with such specifications, drawings, samples or other description (if any) provided by the Purchaser to the Supplier prior to or in conjunction with entering this Contract or issuing the Purchase Order.
- (b) Any inspection conducted under clause 7 (Inspection) by a representative of the Purchaser will not affect the requirement to comply with clause 8(a) unless expressed in writing by the Purchaser.

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## 9. Delivery

- (a) The Supplier is responsible for the delivery of the Goods to, and/or performance of the Services at, the Premises or such other location as is specified in the Contract by the Due Date.
- (b) Packages containing Goods must be clearly identifiable and include the Order Number.
- (c) The Supplier must ensure that Goods are suitably packed to avoid damage in transit and/or in storage.

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## 10. Timing

- (a) The Due Date for delivery of the Goods or performance of the Services must be confirmed in advance with the Purchaser.
- (b) The Supplier must not, without reasonable cause, depart from the Due Date, unless otherwise agreed with the Purchaser.

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## 11. Risk, title and property in Goods

- (a) Title to and property in Goods immediately passes to the Purchaser upon payment for the Goods (whether that occurs prior to or after delivery), and the Goods must be appropriately marked and identified as the property of the Purchaser. Title in the Goods will pass to the Purchaser free of any encumbrances, liens, debts of the Supplier, charges or other security interest.
- (b) Risk in Goods remains with the Supplier until delivery to the Purchaser or its nominated agent in accordance with the Contract.

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## 12. Access

### 12.1 Access to Premises

Subject to clause 12.2 (Access conditions), the Purchaser will grant the Supplier access to the Premises.

## 12.2 Access conditions

As a precondition to the Supplier and any of the Personnel entering or remaining on the Premises, the Supplier must:

- (a) ensure that any of the Personnel who attend the Premises have undertaken any induction required by the Purchaser; and
- (b) have provided the Purchaser with certificates of currency for all insurances required in accordance with this Contract.

## 12.3 On-site requirements

While the Supplier or its Personnel are on-site at the Premises, the Supplier and its Personnel must:

- (a) sign in at the Purchaser's reception and obtain a visitor's pass;
- (b) comply with the Purchaser's directions when onsite;
- (c) not use any equipment or enter into any areas without permission from the Purchaser;
- (d) minimise any disruption to, and take all reasonable steps to protect the safety of, the Purchaser's personnel and the Supplier's Personnel; and
- (e) make good any damage to the Premises caused by the Supplier or its Personnel, as agreed by the Purchaser.

## 12.4 Cooperation

The Supplier acknowledges that other employees and agents of the Purchaser may also be operating on the Premises and in this case, the Supplier agrees that it will comply with all requests of the Purchaser to ensure that any interference with such operations are avoided or minimised.

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## 13. Workplace health and safety

### 13.1 Supplier's acknowledgement

The Supplier acknowledges and agrees that during the term of this Contract, the Supplier must, and must ensure that all of the Personnel, comply with all applicable laws in relation to workplace health and safety at all times while performing their obligations under this Contract.

### 13.2 Supplier's compliance requirements

The Supplier must:

- (a) comply with any of the Purchaser's reasonable requirements in connection with workplace health and safety (including compliance with those policies and procedures available at [www.hydro.com.au/hse](http://www.hydro.com.au/hse) in accordance with clause 3);
- (b) provide to the Purchaser upon request (within a reasonable time), evidence reasonably satisfactory to the Purchaser of the Supplier's compliance with any applicable workplace health and safety laws; and
- (c) as far as is reasonably practicable, consult, cooperate and coordinate its activities with the Purchaser in all work, health and safety matters connected, arising out of, or associated with performing its obligations under this Contract.

### 13.3 Performing obligations

When performing its obligations under this Contract, and at all times when the Supplier or any of the Personnel are on the Premises, the Supplier must:

- (a) promptly notify the Purchaser of any security breaches, accident, property or environmental damage or notifiable incident pursuant to any workplace health and safety laws, which occur during the course of performing its obligations under this Contract and impact the Goods, Services or Purchaser;

- (b) notify the Purchaser in writing where there is a conflict between its obligations under this Contract and any applicable workplace health and safety laws and must consult, co-operate and co-ordinate with the Purchaser to find an appropriate resolution;
- (c) not do anything which may place the Purchaser in breach of any applicable workplace health and safety laws; and
- (d) perform its obligations under this Contract in a manner that will not cause any harm, damage or nuisance to the Premises.

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## **14. Modern slavery**

### **14.1 Warranty**

The Supplier warrants that:

- (a) it has not, and will not engage in any Modern Slavery practices;
- (b) it does, and will continue to, comply with all Modern Slavery Laws;
- (c) it does and will continue to take reasonable steps to ensure that there is no Modern Slavery in its supply chains or in its subcontractor's supply chains;
- (d) neither the Supplier nor any of the Supplier's Personnel:
  - (i) has been convicted of any offence involving Modern Slavery; and
  - (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any government agency regarding any offence or alleged offence of or in connection with Modern Slavery.

### **14.2 Compliance**

The Supplier must:

- (a) implement and maintain throughout the term of this Contract, appropriate due diligence procedures for its own suppliers and subcontractors to mitigate the risk of Modern Slavery in its supply chains; and
- (b) do all things necessary to promptly rectify or avoid any Modern Slavery risk in its supply chains;
- (c) maintain adequate records to enable the Supplier to trace the supply chain of the Goods and Services; and
- (d) provide all information reasonably requested by the Purchaser to comply with any law or legal requirement to provide a public compliance statement in relation to Modern Slavery.

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## **15. Payment**

### **15.1 Price**

Provided that the Supplier complies with its obligations under this Contract, the Purchaser will pay the Supplier the Price in accordance with this clause 15.

### **15.2 Acknowledgement**

The Supplier acknowledges and agrees that the Price covers the cost of complying with all of its obligations under the Contract including:

- (a) in respect of the Goods, all applicable duties, levies and taxes, and all costs in relation to packing, handling, insurance, freight and delivery; and

- (b) in respect of the Services, the provision and maintenance of all materials and resources and the supply of all tools and equipment necessary to perform the Services.

### **15.3 Price fixed**

The Price is not subject to change including, to rise and fall, without the prior written agreement of the Purchaser and the Supplier.

### **15.4 Payment claim**

The Supplier must provide the Purchaser with an invoice that complies with clause 15.5 (Valid Invoice) for the Goods and / or Services within 5 Business Days after completion of the Services or delivery of the Goods.

### **15.5 Valid invoice**

An invoice delivered under clause 15.4 (Payment claim) must:

- (a) be a valid tax invoice for the purposes of the GST Act;
- (b) contain a description of the Services and / or Goods provided during the relevant payment period;
- (c) outline the basis for calculation of the amount set out in the invoice based on the Price; and
- (d) identify the relevant Order Number.

### **15.6 Payment**

- (a) Subject to this clause 15 and clause 4.2(a), the Purchaser will pay the amount claimed by the Supplier in its tax invoice no later than 30 days after the date the tax invoice was received.
- (b) Payment is on account only and does not constitute an acknowledgment that the Goods or the Services are free from Defects or otherwise in accordance with the Contract.

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## **16. GST**

### **16.1 GST Definitions**

Expressions defined in the GST Act have the same meaning when used in this clause 16.

### **16.2 GST Exclusive**

Unless otherwise stated in this Contract, all amounts payable by one party to another party are exclusive of GST.

### **16.3 GST Payment**

If GST is imposed or payable on any supply made by a party under this Contract, the recipient of the supply must pay to the supplier the additional amount for GST at the same time and in the same manner as the consideration for the supply.

### **16.4 Tax invoice**

A party's right to payment under clause 16.3 (GST Payment) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

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## **17. Intellectual Property**

### **17.1 Ownership**

- (a) The Purchaser retains the Intellectual Property Rights in the Purchaser Background IP.
- (b) The Supplier retains the Intellectual Property Rights in the Supplier Background IP.
- (c) The Supplier agrees and acknowledges that all Contract IP immediately vests on creation in the Purchaser.

- (d) The Supplier will do all acts and execute all documentation (and require its Personnel to do all acts and execute all documentation) required to immediately vest title in the Contract IP to the Purchaser.

## 17.2 Licences

- (a) The Purchaser grants to the Supplier a non-exclusive, revocable, royalty-free licence for the term of this Contract to reproduce and use the Purchaser Background IP and the Contract IP only for the purposes of performing its obligations under this Contract.
- (b) The Supplier must not reproduce, use or otherwise deal with the Purchaser Background IP or Contract IP, or allow any other person to do the same, for any other purpose.
- (c) The Purchaser has the right to revoke this licence at any time by notice in writing to the Supplier. The Supplier must notify the Purchaser if it will be impacted by the Purchaser revoking this licence and the parties will negotiate in good faith on a workaround.
- (d) The Supplier grants to the Purchaser a perpetual, irrevocable, non-exclusive, royalty-free, transferable licence (with the right to sub-licence) to reproduce and use the Supplier Background IP to make use of the Contract IP.

## 17.3 IP Warranty

The Supplier warrants that:

- (a) the performance of the obligations under this Contract and the licence granted by the Supplier pursuant to clause 17.5 (Ownership)
- (b) The Purchaser retains the Intellectual Property Rights in the Purchaser Background IP.
- (e) The Supplier retains the Intellectual Property Rights in the Supplier Background IP.
- (c) ) does not infringe the Intellectual Property Rights (including moral rights) of any person; and
- (d) it is entitled, and will be entitled at all relevant times, to deal with the relevant Intellectual Property Rights as required under this clause 17.

## 17.4 IP Indemnity

The Supplier indemnifies the Purchaser against any liability or loss incurred by, or any claims against, the Purchaser in connection with the Purchaser's use of the Goods or Services infringing any Intellectual Property Right. The Supplier's liability to indemnify the Purchaser under this clause, will be reduced proportionally to the extent that the Purchaser's breach of this Contract contributed to the liability, loss or claim.

## 17.5 Notification

The Supplier agrees to notify the Purchaser as soon as it becomes aware of any suspected, threatened or actual infringement of any Intellectual Property Rights in the:

- (a) Purchaser Background IP;
- (b) Supplier Background IP; or
- (c) Contract IP.

## 17.6 Assistance

The Supplier agrees to provide all reasonable assistance that the Purchaser may request to protect the Intellectual Property Rights in the:

- (a) Purchaser Background IP; or
- (b) Contract IP.

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## 18. Confidentiality

### 18.1 Non-disclosure

Subject to clause 18.2 (Representatives), the Supplier agrees not to disclose Confidential Information to any person without the prior written consent of the Purchaser, unless and until:

- (a) such information becomes generally available to the public in printed publications in general circulation in Australia, through no action, default or other breach by the Supplier; or
- (b) the Supplier is required by law, an order of the court or the rules of any recognised stock exchange to make disclosure, and then only to such extent after notifying the Purchaser first (where practical to do so).

### 18.2 Representatives

The Supplier may, notwithstanding clause 18.1 (Non-disclosure), disclose Confidential Information to such of its Personnel who may need such information and only to the extent so needed, to enable such party to fulfil its obligations under this Contract. The Supplier must ensure its Personnel comply with the obligations in clause 18.1.

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## 19. Privacy

### 19.1 Compliance

The Supplier agrees, in respect of Personal Information which it has collected or been given access to for the purposes of this Contract:

- (a) to comply with the Privacy Legislation;
- (b) to collect the Personal Information in the manner required by this Contract and as the Purchaser may direct from time to time;
- (c) to use the Personal Information only for the purposes of this Contract; and
- (d) not transfer the Personal Information outside Australia without the Purchaser's prior written consent.

### 19.2 Breach

Where any party identifies actual or suspected unauthorised access or disclosure of Personal Information or loss of Personal Information provided by or held by the Purchaser and which has been accessed or held by the Supplier for the purposes of this Contract (**Breach**) the Supplier agrees:

- (a) to promptly take any measures necessary to prevent the recurrence or continuation of the Breach and notify the Purchaser of the Breach as soon as reasonably practicable (and at least within 2 Business Days following the Breach) including:
  - (i) full details of the manner in which the Breach occurred;
  - (ii) the type of information affected by the Breach; and
  - (iii) any security measures applied to the Personal Information affected by the Breach;
- (b) to assist and cooperate with the Purchaser in investigating any Breach;
- (c) to provide all information reasonably requested by the Purchaser in connection with the Breach; and
- (d) that the Purchaser will be the sole person responsible for making any notification of that Breach required by law, unless otherwise agreed between the parties.



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## 20. Insurance

### 20.1 Supplier's insurances

- (a) The Supplier must, at its own cost, take out and maintain for the term of this Contract the Insurance Policies.
- (b) The Supplier must provide certificates of currency for such Insurance Policies to the Purchaser prior to starting to perform the Services or supply the Goods, on renewal and otherwise on the Purchaser's request.

### 20.2 Insurance of subcontractors

The Supplier must ensure that any subcontractors engaged to perform any obligations under this Contract effects and maintains insurance substantively like the insurance required under this clause 20.

### 20.3 Notice

With respect to any Insurance Policy, the Supplier must notify the Purchaser in writing as soon as practicable:

- (a) if any Insurance Policy lapses, is cancelled or is materially altered;
- (b) if the Supplier claims, or becomes entitled to claim, under any Insurance Policy for something related to the performance of its obligations under this Contract; or
- (c) if any event occurs which gives rise to, or may give rise to a claim under any Insurance Policy, or which could potentially prejudice any such policy.

### 20.4 General obligation

The Supplier must not do anything and must not allow anything to be done while performing its obligations under this Contract which affects the Purchaser's rights under any insurance policy held by the Purchaser.

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## 21. Suspension

### 21.1 Suspension notice

The Purchaser may, on reasonable notice, direct the Supplier to suspend or to re-commence delivery of the Goods and / or performance of the Services.

### 21.2 Effect of suspension notice

Unless the suspension is the result of the Supplier's failure to perform its obligations under the Contract, a direction to suspend under clause 21.1 (Suspension notice) will entitle the Supplier to:

- (a) an extension of the Due Date, if it is delayed in achieving the Due Date; and
- (b) be paid by the Purchaser any direct extra costs incurred by it as a result of the suspension as reasonably agreed in writing by the parties.

### 21.3 Payment

The Supplier's entitlement under clause 21.2(b) (Effect of suspension notice) will be its only right to payment of money arising from a direction to suspend and will be subject to the Supplier taking all steps reasonably possible to mitigate its extra costs.

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## 22. Termination

### 22.1 Termination

In addition to any other right to terminate at law (including the exercise of the right at the end of any statutory stay period), this Contract may be terminated:

- (a) to the extent permitted by law, immediately by either party in the event the other party is involved in solvency/insolvency proceedings or processes;
- (b) at any time by mutual agreement;
- (c) by either party with reasonable written notice if the other party fails to remedy a breach of a material term of the Contract within 7 days of receiving a notice from the non-breaching party to do so; or
- (d) by either party on 14 days' notice for any reason.

## 22.2 Consequences of termination

- (a) If terminated by either party for any reason under clause 22.1(d) (Termination), the terminating party will pay to the other party any unavoidable and direct costs reasonably incurred by that party in performing their obligations under the Contract (as reasonably substantiated to the terminating party) for the period up to and including the date of termination, provided the other party takes all steps reasonably possible to mitigate the costs. The terminating party will not be liable to the other party for any other loss or damage.
- (b) Upon termination of this Contract:
  - (i) we will pay you the Price for the Goods or Services you supplied in accordance with the Contract, up to the date of termination; and
  - (ii) you must promptly:
    - (A) return to us any property we provided to you in connection with this Contract; and
    - (B) repay any amounts we paid you in advance for Goods or Services not yet provided at the date of termination, and any amounts not repaid will be recoverable by us as a debt.

## 22.3 Rights not prejudiced

If this Contract is terminated:

- (a) the parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued prior to the date of termination; and
- (b) rights to recover damages are not affected by the termination.

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## 23. Disputes

### 23.1 Dispute resolution

- (a) Except to seek urgent interlocutory relief, a party must not commence any court or arbitration proceedings relating to a dispute unless it has complied with clauses 23.1(b) to 23.1(e).
- (b) A party claiming that there is a dispute must promptly notify the other in writing and give details of the dispute.
- (c) After the other party has received the notice, the parties must meet within 10 Business Days and undertake genuine and good faith negotiations with a view to resolving the dispute. Unless the parties agree otherwise, the meeting must take place in Hobart, Tasmania.
- (d) If the parties are unable to resolve the dispute within 10 Business Days of first meeting under clause 23.1(c), they must refer the dispute to their respective Managing Directors, or Chief Executive Officers (or any person in any office of similar designation).

- (e) If the parties are unable to resolve the dispute within 10 Business Days of their senior representatives first meeting under clause 23.1(d), the dispute may be referred, by written notice of either party, to mediation, which is to be conducted in accordance with the Resolution Institute Mediation Rules (in existence as at the date of this Contract).
- (f) The parties must share costs of mediation undertaken in accordance with clause 23.1(e) and must continue to comply with their obligations under this Contract during the dispute resolution process.

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## 24. Notices

### 24.1 Notices

Any notice or other communication to be given under or in connection with this Contract (**Notice**) must be in writing and:

- (a) marked for the attention of the recipient as set out or referred to in the Purchase Order (or in the way last notified by the recipient); and
- (b) sent to the email address or left at or sent by prepaid post to the address, in the Purchase Order (or such other email address or address notified by the recipient).

### 24.2 Timing

- (a) A Notice takes effect from the time it is received unless a later time is specified in the Notice.
- (b) A Notice received after 5 pm in the place of receipt or on a non-Business Day is taken to be received at 9 am on the next Business Day.

### 24.3 Receipt

Subject to clause 24.2 (Timing), a Notice is regarded as being received by the recipient if delivered:

- (a) in person, when delivered to the addressee;
- (b) by post, on delivery to the addressee; or
- (c) by email at the time the email is sent unless the sender receives an automated notification:
  - (i) that the email transmission has failed or has been delayed (within 12 hours of sending the email); or
  - (ii) to the effect that the recipient is not likely to receive the notice until a later date (which will then become the deemed date of receipt).

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## 25. Miscellaneous

### 25.1 Amendments

This Contract may be altered only in writing signed by each party.

### 25.2 Electronic Signature

- (a) Each party consents to this Contract being signed by or on behalf of a party by an Electronic Signature.
- (b) Where this Contract is electronically signed by or on behalf of a party, the party warrants and agrees that the Electronic Signature has been used to identify the person signing and to indicate that the party intends to be bound by the Electronic Signature.
- (c) This Contract may be electronically signed in any number of counterparts which together will constitute the one document.

- (d) Each party consents to the exchange of counterparts of this Contract by delivery by email or such other electronic means as may be agreed in writing.

### 25.3 Consents

Except where this Contract expressly states otherwise, a party may, in its discretion, give or withhold any approval or consent under this Contract.

### 25.4 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Contract or any part of it.

### 25.5 Entire agreement

The Supplier's standard or usual terms and conditions of supply (if any) are expressly excluded with the effect that this Contract exclusively applies and constitutes the entire agreement between the parties.

### 25.6 Relationship

This Contract does not create a relationship of employment, trust, agency, fiduciary or partnership between the parties.

### 25.7 Severance

A term or part of this Contract that is illegal or unenforceable is severed from this Contract and the rest of this Contract continues in force.

### 25.8 Survival

Clauses 4 (Quality), 5 (Defects), 17 (Intellectual Property), 18 (Confidentiality), 19 (Privacy), 20 (Insurance) and 22 (Termination) survive any termination or expiry of this Contract.

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## 26. Governing law

This Contract is governed by the laws of Tasmania and each party submits to the non-exclusive jurisdiction of the courts of Tasmania.

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## 27. Defined terms

In this Contract:

**Business Day** means any week day on which banks are generally open for business in Hobart, Tasmania.

**Confidential Information** means this Contract and any information (regardless of form) disclosed or otherwise made available by the Purchaser to the Supplier, for, or in connection with this Contract which is marked as being proprietary or confidential to the Purchaser or in the circumstances surrounding disclosure, or because of the nature of the information, ought in good faith be treated as confidential.

**Contract** means the contract comprising the Purchase Order, these Purchase Order General Terms and Conditions and any other document referred to in, or attached to, the Purchase Order.

**Contract IP** means Intellectual Property Rights discovered or coming into existence solely as a result of, for the purposes of or in connection with the performance of obligations under this Contract or a Purchase Order issued under this Contract, but does not include Purchaser Background IP or Supplier Background IP.

**Defect** means any part or aspect of the Goods and/or the Services which is not in compliance with the requirements of the Contract or is otherwise unfit for the intended purpose and includes any defect which is attributable to design, workmanship or operating characteristics.

**Due Date** means the date for the delivery of the Goods and/or the Services as specified in the Purchase Order.

**Electronic Signature** means a digital signature or a visual representation of a person's handwritten signature or mark that is placed on a physical or electronic copy of this agreement by electronic or mechanical means, and "**electronically signed**" has a corresponding meaning.

**Goods** means each and every article or thing described in the Purchase Order (or to be reasonably inferred from the Contract) to be purchased by the Purchaser and includes all materials or physical objects produced during the supply of the Services.

**GST** has the meaning given in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth.

**Insurance Policies** means each of the following insurance policies:

- (a) if Goods are being acquired under this Contract, then insurance of Goods in transit, for the full insurable value of the Goods;
- (b) if the Services are professional in nature, or involve the application of skill and judgement or is otherwise requested by the Purchaser, professional indemnity insurance for amount in respect of any one claim or series of claims arising from the one original cause of not less than \$2,000,000;
- (c) public liability insurance for an amount in respect of any one claim or series of claims arising from the one original cause of not less than \$20,000,000;
- (d) if motor vehicles are used in connection with the Goods or Services, motor vehicle third party liability insurance as required by law and motor vehicle third party property damage and personal injury for an amount of not less than \$5,000,000 for any one occurrence;
- (e) insurance covering the Supplier's own property, equipment and materials owned, hired, leased or used by the Supplier for the purpose of this Contract; and
- (f) workers compensation insurance for the maximum amount permitted by law, covering the Supplier's liability under common law and statute for death or injury to any person employed by the Supplier.

**Intellectual Property Rights** includes all present and future intellectual and industrial property rights conferred by statute, at civil, common law or equity including any right to licence and sub licence any such right.

**Modern Slavery** means slavery, forced labour, bonded labour, human trafficking, child labour, debt bondage and any other slavery like practices referred to in the Modern Slavery Laws.

**Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth), Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth), and any other laws or regulations prohibiting or regulating Modern Slavery in force in Australia.

**Order Number** means the unique number created and used to identify a Purchase Order.

**Personal Information** has the meaning given in the Privacy Act.

**Personnel** means the officers, employees, secondees, agents, consultants, contractors and subcontractors of the Supplier.

**PIP Act** means the *Personal Information Protection Act 2004* (Tas).

**Premises** means such premises or parts of premises owned, leased, or otherwise controlled by the Purchaser which the Supplier needs to access to perform its obligations under this Contract.

**Price** means the "Total Order" price, as described in the Purchase Order.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Privacy Legislation** means the Privacy Act, the PIP Act and other legislation regarding privacy in force from time to time that is applicable to the parties.

**Purchase Order** means the document headed as such and describing the Goods and/or the Services to be supplied which may be issued separately to these Purchase Order General Terms and Conditions.

**Purchaser** means any of:

- (a) Hydro Electric Corporation (ABN 48 072 377 158) of 4 Elizabeth Street, Hobart, Tasmania trading as either Hydro Tasmania or Entura;
  - (b) Momentum Energy Pty Ltd (ABN 42 100 569 159); or
  - (c) any other subsidiaries of Hydro Electric Corporation,
- as indicated on the relevant Purchase Order.

**Purchaser Background IP** means Intellectual Property Rights owned by or licensed to the Purchaser (including know how and technical information) and used by the Supplier in the performance of the Services, but does not include Supplier Background IP or Contract IP.

**Services** means the services described in, or reasonably to be inferred from, the Purchase Order and includes the performance of all incidental or other services, both delivery or installation of the Goods and the provision of all materials and equipment, necessary to allow or assist the performance of those services.

**Supplier** means the person named as the supplier of the Goods or the Services in the Purchase Order.

**Supplier Background IP** means Intellectual Property Rights owned by or licensed to the Supplier (including know how and technical information) and used by the Supplier in the performance of the Services, but does not include Purchaser Background IP or Contract IP.