

In supplying the Goods and/or Services in the Purchase Order to the Company, the Supplier agrees to the following:

1. The Terms and Conditions in this document are strictly subject to the Laws of Queensland, Australia and any dispute whatsoever between the Company and the Supplier, including without limitation, any question regarding this document's existence, validity or termination shall be subject to those laws. The Company and Supplier agree to have any such dispute resolved within the jurisdiction of Queensland, which shall include mediation or arbitration at the reasonable request, and sole discretion of the Company.
2. Where the Supplier has its own terms and conditions of supply, this document shall apply and take precedence to the extent of any inconsistency.
3. Notwithstanding any Supplier terms and conditions of supply, no such terms or conditions shall negate the representations in clauses 4-9 inclusive of this document.
4. The Supplier must ensure that:
 - (a) the Goods and Services supplied by the Supplier match the description of the Goods and Services in this Purchase Order;
 - (b) if the Supplier gave the Company a sample of the Goods before the Company issued this Purchase Order, the Goods correspond with the sample;
 - (c) if the Supplier provided the Company with a demonstration of the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the Services demonstrated;
 - (d) the Services are performed with the skill, care and diligence expected of a skilled and experienced professional;
 - (e) the Goods and Services are fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, this Purchase Order;
 - (f) if new, the Goods are new and of merchantable quality;
 - (g) if used, the Goods are fit for purpose;
 - (h) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Purchase Order;
 - (i) any items which the Supplier uses or supplies in conjunction with the Goods or Services are of merchantable quality and comply with any standards specified in this Purchase Order and are fit for their usual purpose and any purpose described in this Purchase Order; and
 - (j) the Company has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Supplier must pursue any manufacturer's warranties on the Company's behalf if the Company so requests).
5. If during the Defects Correction Period, the Company finds any Defect in the Goods and/or Services (other than a Defect caused by the negligence of the Company), the Company may:
 - (a) reject the Goods with the Defect and return them to the Supplier, in which case the Supplier must replace the Goods free of charge and reimburse the Company for any expenses incurred;
 - (b) reject the Services with the Defect, in which case the Supplier must re-perform the Services free of charge; or
 - (c) make good or engage another contractor to make good the Defect, in which case the Supplier must reimburse the Company for any expenses incurred.
6. If the Supplier does not replace the Goods pursuant to clause 5(a) or re-perform the Services pursuant to clause 5(b) and:
 - (a) the Company has already paid the Supplier for the Goods and/or Services with the Defect, the Supplier must repay the Company the Price for those Goods and/or Services; or
 - (b) the Company has not already paid the Supplier for the Goods and/or Services with the Defect, the Company is not liable to pay the Supplier for those Goods and/or Services.
7. The acceptance of any Goods and/or Services with a Defect by the Company will not bind the Company to accept any other Goods and/or Services with a Defect and does not affect any of the Company's other rights under this Purchase Order or at Law. Where the Supplier has made good any Defect under this clause, those Goods and/or Services will be subject to the same Defects Correction Period as the original Goods and/or Services, from the date the Supplier made good the Defect.
8. The Supplier warrants and it is a condition of the supply, that, as at the date the Supplier accept the Company's Purchase Order and on each subsequent occasion the Supplier supplies Goods and/or Services to the Company, the Supplier:

- (a) if it is a transport provider or otherwise subject to the COR Laws, has complied with all such obligations;
 - (b) has complied with all applicable Anti-Slavery Laws;
 - (c) has established, implemented and maintained policies and procedures to ensure the Supplier and its personnel comply with applicable Anti-Slavery and COR Laws;
 - (d) will provide all reasonable assistance (including the provision of information and access to personnel and documents) to the Company to enable to Company to comply with its obligations under Anti-Slavery and COR Laws; and
 - (e) has ensured its sub-contractors and suppliers comply with clauses 8(a)-(c).
9. The Supplier shall at the time of supply or within 3 business days after the end of the month in which the supply was made: (a) provide an invoice which meets the requirements of a valid Tax Invoice; (b) ensure the invoice provides a detailed description of the delivered Goods and/or performed Services, including the date of delivery and/or period of Services and the relevant quantity of the Goods; and (c) ensure the invoice contains the Company's Purchase Order number relevant to the supply of the Goods and/or Services.
10. Provided the Supplier complies with these Terms and Conditions and there is no dispute on the price, the Company shall pay the invoice within 45 days of receipt of the invoice by the Company.
11. Any officer or executive of the Company does not and will not grant any security, guarantee, indemnity or other surety in respect of the obligations of the Company under these Terms and Conditions.
12. Any amendments to these Terms and Conditions may be made by the Company, provided that such changes are advised on 7 days prior notice in writing to the Supplier.
13. The Company is not liable for and the Supplier releases the Company from, any indirect, special or consequential loss of any kind including without limitation, loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings, arising out of or in connection with the supply.
14. A reference to this agreement or this document, means these Terms and Conditions.
15. If any provision of these Terms and Conditions is unenforceable, illegal or void, that provision is severed and the other provisions of these Terms and Conditions remain in force.
16. The Company's failure to enforce at any time, or for any period of time, any term of these Terms and Conditions, will not constitute a waiver of such term and will in no way affect the Company's right later to enforce them.
17. The Supplier agrees and acknowledges that it does not need to sign or formerly acknowledge these Terms and Conditions and this document automatically binds the Supplier on the date the Supplier accepts the Company's Purchase Order and on each occasion the Supplier supplies Goods and/or Services to the Company.
18. In this document (unless the context otherwise requires):
- (a) **Anti-Slavery Laws** means the *Modern Slavery Act 2018 (CW)* and any other relevant Law which prohibits modern slavery as that term defined in the *Modern Slavery Act 2018 (CW)*;
 - (b) **Company** means the entity named in the Purchase Order;
 - (c) **COR** means the chain of responsibility as it is used in the Heavy Vehicle National Law regime contained in the Heavy Vehicle National Law Act 2012 (QLD) and related state and federal legislation including regulations and amendments;
 - (d) **Defect** means any aspect of the Goods and/or Services not in accordance with the Company's Purchase Order, or these Terms and Conditions, or any damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup of the Goods and/or Services;
 - (e) **Defects Correction Period** means the period of 24 months from the date of delivery of the Goods and/or 12 months from the date on which a Service is last performed;
 - (f) **Goods** means the goods, if any, specified as such in the Company's Purchase Order (including any part of the goods specified);
 - (g) **Law** means all legislation including regulations, bylaws, orders, awards and proclamations with which a party is legally required to comply;
 - (h) **Services** means the services, if any, specified as such in the Company's Purchase Order (including any part of the specified services and any ancillary services);
 - (i) **Purchase Order** means the Company's purchase order requesting the supply of the Goods and/or Services; and
 - (j) **Tax Invoice** means a tax invoice that complies with the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, as amended from time to time, and includes all regulations made under that Act and all related Acts and regulations at any time; and
 - (k) **Terms and Conditions** means the terms and conditions in this document, as amended or varied.