

## **Suncorp Corporate Services P/L ABN 69 074 966 466 (Suncorp)**

### **1. The Agreement**

The Supplier acknowledges and agrees that the terms and conditions provided in this Purchase Order will only apply if the Supplier does not already have an executed agreement with Suncorp that would be deemed applicable for the goods and service provided under this Purchase Order. In such instances, the terms of the executed agreement shall govern the supply of goods and services as specified in this Order.

### **2. Suppliers Acceptance**

The Supplier can accept this Order by notifying Suncorp of its acceptance, or by supplying the goods and services to Suncorp.

### **3. Supply of Services**

The Supplier must, and ensure that its Personnel;

- (a) perform the services with due care and skill and in a professional, punctual and diligent manner and with the level of service generally expected in a commercial arrangement for the provision of services under the Order; and
- (b) possess and will use the specific skills, qualifications and experience required for the services under the Order.

### **4. Subcontracting**

The Supplier may engage any subcontractor or otherwise arrange for another person to perform or to discharge any of the Supplier's obligations under any Order without first obtaining the prior written consent of Suncorp. The Supplier will not be relieved of any of its liabilities or obligations to Suncorp under any Order by the appointment of any subcontractor and the Supplier remains liable for the performance of all of its obligations under all Orders.

### **5. Supply of Goods**

The Supplier;

- (a) must pack the goods to ensure their secure and safe delivery;
- (b) deliver the goods at a time and location nominated by Suncorp;
- (c) deliver with the goods any necessary documentation (such as operating or installation manuals, manufacturer warranties and reference materials);
- (d) allow Suncorp to make as many copies of the documentation as it requires; and
- (e) agrees that title in the goods will pass to Suncorp on delivery. Risk of loss or damage to the goods passes to Suncorp upon delivery of the goods.

### **6. Defective Goods**

Where the goods are Defective, Suncorp may, without prejudice to Suncorp's other rights and remedies, at its option:

- (i) reject the goods; or
- (ii) accept the goods on terms acceptable to Suncorp (including a reasonable reduction to the Fees). If Suncorp rejects the goods, the Supplier will promptly collect the goods from Suncorp and, unless Suncorp agrees to accept replacement goods (in which case the replacement goods must be supplied in accordance with this Order), the Supplier will refund all amounts paid by Suncorp in respect of the goods.

### **7. Warranty**

The Supplier warrants that:

- (i) during the Warranty Period the goods are not Defective;
- (ii) the goods are new and have not been previously used;
- (iii) at the time title in the goods passes to Suncorp, the goods are free from all liens, charges and encumbrances of any kind;
- (iv) Suncorp's use of the goods will not infringe another person's intellectual property rights; and
- (v) the goods comply with applicable laws. Without limiting clause 6, where the goods are Defective during the Warranty Period, Suncorp may advise the Supplier and the Supplier will arrange for the repair or replacement (as necessary) of the goods at no cost to Suncorp.

## 8. Fees and Invoicing

Unless otherwise agreed, the Fees includes all costs associated with the provision of the goods and services under the Order (including all packing, delivery, all Government taxes, duties and charges, including GST and any other expenses). The Supplier will invoice Suncorp within 7 days after delivery of the Goods. Unless otherwise agreed, all invoices must be a proper tax invoice and include the number of this Order and the Supplier's registration number and must be in Australian currency and Suncorp's obligation to pay money is an obligation to pay in Australian dollars. Suncorp will pay the Supplier the amount due under a correct invoice within 30 days after the date of receipt of a correctly rendered invoice. Suncorp is not liable to pay amounts in respect of any goods or services which Suncorp reasonably determines as not being provided in accordance with the terms of this Order. Where Suncorp, acting reasonably, queries or disputes an amount included in an invoice, Suncorp does not have to pay the relevant portion of the invoice until the query or dispute is resolved. The Supplier is solely responsible for payment of all taxes and taxation obligations imposed on the Supplier arising directly or indirectly from the provision of the Services (including, without limitation, income tax). Suncorp may withhold tax from payments to the Supplier if required to do so by legislation.

## 9. Suncorp Group

The Supplier will perform this Order for the benefit of the Suncorp Group and the Suncorp Group is entitled to rights and privileges under this Order as if references to Suncorp include the Suncorp Group. Suncorp may assign the benefit or obligations of this Order to a member of the Suncorp Group without the consent of the Supplier, and in that event Suncorp will notify the Supplier.

## 10. Changing or Cancelling an Order

Suncorp may change or cancel an Order by notifying the Supplier prior to delivery of the goods and services.

If an Order is cancelled by Suncorp prior to the delivery of the goods and services, Suncorp will reimburse the Supplier for the direct costs incurred by the Supplier resulting from the cancellation of an Order and which are supported by reasonable evidence from the Supplier substantiating such costs.

If an Order is changed by Suncorp prior to the delivery of the goods and services, Suncorp will reimburse the Supplier for the direct costs incurred by the Supplier that have resulted in wastage and which are supported by reasonable evidence from the Supplier substantiating any wastage suffered.

The Supplier agrees to do everything reasonably possible to promptly mitigate any costs incurred by the Supplier as a result of Suncorp's change or cancellation to an Order.

## 11. General

- (a) The parties may not assign or otherwise transfer all or any rights or liabilities under this Agreement without the prior written consent of the other party (which will not be unreasonably withheld).
- (b) The Supplier and its Personnel will comply with applicable laws and standards (including work health and safety, the Privacy Act 1988 (Cth), Supplier Code of Practice and Suncorp's Code of Conduct) and in accordance with Suncorp's policies and procedures as relevant to this Order and reasonably nominated by Suncorp.

- (c) The Supplier and its Personnel will cooperate with Suncorp and do things reasonably required by Suncorp to give effect to this Order.
- (d) If the Supplier becomes aware of a matter which is likely to affect materially the ability of the Supplier to perform this Order, it will immediately notify Suncorp of it.
- (e) This Order constitutes the entire agreement between Suncorp and the Supplier in relation to its subject matter.
- (f) This Order is governed by and construed in accordance with the law of Queensland and the parties submit to the jurisdiction of the Courts of Queensland.
- (g) This Order may only be varied by a document signed by or on behalf of each party.
- (h) The Supplier must not issue or make statements or comments to the public, the press or other persons or authorise a person to do those things, regarding any Order or matters arising in relation to them (including referring to Suncorp as a reference site for the Supplier) without Suncorp's consent which it will not unreasonably withhold.
- (i) The Supplier's appointment is non-exclusive, so Suncorp may acquire similar services from other persons or perform similar services itself.

## 12. Definitions

**Defective** means that the goods;

- (i) have an error, defect or malfunction;
- (ii) are not fit for the purpose made known by Suncorp or are not of merchantable quality;
- (iii) do not conform with a sample or test good provided by the Supplier; or
- (iv) otherwise do not comply with the requirements of this Order.

**Order** means this document and purchase order forms which contain the specific details of the goods and services to be supplied.

**Personnel** of a person means that person's directors, officers, subcontractors and employees.

**Suncorp Group** means Suncorp and its related bodies corporate.

**Supplier** means the person identified on the purchase order form as the supplier of the goods and services.

**Warranty Period** means the period commencing on delivery of the goods to Suncorp and continuing for the period specified on the purchase order form or, if no period is specified, for 90 days.