

The Supplier agrees to supply Diverseco with the Supplies in accordance with the terms and conditions of this Agreement (unless the parties have executed a specific supply agreement, in which case these standard terms and conditions will have no application).

## DEFINITIONS

1. In these conditions:
  - a) **'Agreement'** means these Conditions and the Order which makes up the contract between Diverseco and the Supplier;
  - b) **'Conditions'** means these Standard Terms and Conditions for Suppliers;
  - c) **'Confidential Information'** means the terms of the Agreement and any information in relation to Diverseco's business, operations, finances, plans or customers which is disclosed to the Supplier but does not include information that is or becomes public knowledge (other than by breach of this Agreement) or is in the possession of the Supplier without restriction on its disclosure.
  - d) **'Diverseco'** means Diverseco Pty Ltd;
  - e) **'Force Majeure'** means any act of God, riot, act of terrorism, war, invasion, civil war, earthquake, flood, fire, explosion or other natural physical disaster (but excludes any less severe weather conditions).
  - f) **'GST'** has the meaning defined in the A New Tax System (Goods and Services Tax) Act 1999;
  - g) **'Heavy Vehicle'** has the meaning defined in the Heavy Vehicle National Law;
  - h) **'Order'** means a purchase order issued by Diverseco to the Supplier;
  - i) **'Supplier'** means any person or entity with whom the Order is placed;
  - j) **'Supplies'** means all goods and/or services identified in the Order.

## APPLICATION

2. The Supplier agrees to supply the Supplies on the terms and conditions of this Agreement.
3. This Agreement constitutes the entire contract between Diverseco and the Supplier and supersedes all previous communications, representations or oral agreements between the parties.
4. The Agreement may only be varied by written agreement of Diverseco.

## PRE-QUALIFICATION OF SUPPLIER

5. Diverseco reserves the right to require a Supplier to be prequalified with Diverseco before an Order is issued.

6. Without limitation, Diverseco may seek the following information in connection with the qualification process:
  - a) Credit and trading history;
  - b) Status of all insurance held;
  - c) Details of WHS, Quality Management, Environmental Management systems;
  - d) History of legal disputes and any enforcement action by any regulator at State or Commonwealth level.

## ORDER

7. Diverseco's Order number, where applicable, must be quoted by the Supplier on all documentation and correspondence relating to the Supplies.
8. Diverseco may vary or cancel an Order at any time, provided that it reimburses the Supplier for reasonable costs of work in progress directly incurred up by the Supplier up to the date of variation or cancellation.
9. Where Diverseco requests a variation to the Order, the cost of the variation and any changes to the date of delivery will be agreed between the parties. All variations must be approved by Diverseco in writing.

## PRECEDENCE

10. The Order may include additional or special terms relating to the Supplies. Where such terms are specified by Diverseco in the Order, the below order of precedence will apply in the event of any inconsistency:
  - a) The terms specified in the Order;
  - b) These Conditions.

## DELIVERY, DELAY AND EXTENSION OF TIME:

11. The Supplies will be provided at or delivered to the location(s) identified in the Order by no later than the date(s) specified in the Order. Time is of the essence in relation to the provision and delivery of the Supplies to Diverseco under this Agreement. Partial deliveries will not be made unless subject to Diverseco's prior consent.
12. The Supplier will pack the Supplies, at its cost, in a manner that is suitable for the designated mode of transport, and prevents loss or damage.
13. The Supplier must provide written notice to Diverseco of any anticipated or actual delay in providing or delivering the Supplies within 48 hours of the event giving rise to the delay occurring.
14. Subject to the Supplier's compliance with clause 13, and where the delay results from a Force Majeure event, the Supplier may make a written request to Diverseco for an extension of time to the date of delivery specified in the Order.
15. A request for an extension of time under clause 14 must be made by the Supplier within 48 hours of issuing notice of delay under clause 13.

16. Diverseco will grant the request for an extension of time to the date of providing or delivering the Supplies, where the Supplier has complied with clauses 13 to 15.
17. If specified in the Order, liquidated damages at the rate identified in the Order will be payable by the Supplier for each day that the Supplier fails to complete the provision or delivery of the Supplies by the date specified in the Order (or such later date as approved by Diverseco under clause 16).
18. If the Supplier fails to complete the delivery of the Supplies by the date specified in the Order (or such later date as approved by Diverseco under clause 16), Diverseco is entitled to:
  - a) Return to the Supplier, at the Supplier's risk and expense, any Supplies already delivered but which cannot be effectively or commercially used and to recover from the Supplier any moneys paid by Diverseco for such Supplies; and
  - b) Recover from the Supplier any additional expenditure reasonably incurred by Diverseco in obtaining equivalent, replacement supplies.
19. The Supplier must comply with, and must ensure that its agents and sub-contractors comply with, all relevant laws, all notified policies and procedures, and all reasonable directions given by Diverseco in relation to access to Diverseco or its client's premises to provide or deliver the Supplies.

## CHAIN OF RESPONSIBILITY

20. If the Supplies are being transported by a Heavy Vehicle, the Supplier must at all times comply with the Heavy Vehicle National Law and associated regulation, including:
  - a) obligations relating to chain of responsibility;
  - b) requirements relating to mass, dimensions, load and restraint requirements;
  - c) fatigue management, driving hours, speed and other traffic laws;
  - d) maintain accurate and complete transport and journey documentation.
21. The Supplier must cooperate and comply with reasonable directions issued by Diverseco in:
  - a) Monitoring and ensuring compliance with the Heavy Vehicle National Law by the Supplier and Diverseco;
  - b) Responding to any investigation by a government regulator regarding compliance with the Heavy Vehicle National Law;
  - c) Inspecting any transport or journey documentation of the Supplier that relates to the provision of the Supplies.

## RISK AND TITLE

22. Subject to clause 25, risk of loss of the Supplies pass to Diverseco upon delivery, but without prejudice to any other right of rejection that Diverseco may have.
23. Any Supplies which are defective, damaged, do not meet any specifications of the Order and/or do not comply with this Agreement may be rejected by Diverseco and returned to the Supplier at the Supplier's expense. Title and risk in any rejected Supplies remains with the Supplier.
24. On full payment, title in the Supplies will pass to Diverseco free of any liens, encumbrances, security interest or other claims of any variety.

## PRICE AND PAYMENT

25. The price specified in Diverseco's Order will be fixed and not subject to rise or fall. Unless expressed to the contrary, the price will be inclusive of all taxes, duties, packaging and delivery fees.
26. The Supplier must provide a valid tax invoice to Diverseco within 14 days of providing or delivering the Supplies or such other times as specified in the Order and must cite Diverseco's purchase order number.
27. Subject to clause 26, the tax invoice will be due for payment 30 days after it is received or such other times as specified in the Order. Diverseco's payment systems are structured to effect payments on twice every calendar month (each a Pay Cycle Date). Diverseco will pay each properly submitted tax invoice on the next Pay Cycle Date following the due date of the invoice.
28. Diverseco may:
  - a) withhold payment for Supplies that it disputes in good faith, until the dispute has been resolved;
  - b) off set from any amount owed by Diverseco to the Supplier, against any amount the Supplier owes to Diverseco, under this Agreement or otherwise.

## INSURANCE

29. At all relevant times, the Supplier will maintain the following insurance with a reputable insurer:
  - a) Public and product liability in an amount of at least \$20 Million per occurrence;
  - b) Workers compensation insurance prevailing in the relevant jurisdiction;
  - c) Such other insurance specified by the Diverseco in the Order (if any).

## CONFIDENTIALITY

30. Subject to clause 31, use Confidential Information as strictly necessary for the purposes of fulfilling its obligation under this Agreement but must not disclose Confidential Information to a third party without Diverseco's prior written consent.
31. The Supplier may disclose Confidential Information without Diverseco's prior written consent where disclosure is required by law or made to its legal advisors, accountants or auditors for legitimate business purposes.
32. If Diverseco requests that the Supplier return or destroy Confidential Information in its possession, the Supplier must comply with that request but will be entitled to retain one copy of such information to enable it to comply with its record keeping obligations imposed by law.

## INTELLECTUAL PROPERTY

33. Where the design, specifications or data for the Supplies are provided by Diverseco, ownership that all intellectual property rights in that design, specifications or data remains the property of Diverseco at all times.
34. All intellectual property rights in any works produced by the Supplier in the course of providing the Supplies, or any improvements or modifications produced by the Supplier in connection to any design, specification or data supplied by Diverseco, will be assigned by the Supplier to, and vest upon creation, in Diverseco.
35. The Supplier indemnifies Diverseco against any claims or actions commenced against Diverseco in relation to any alleged infringement of a third party's intellectual property arising from the provision or use of the Supplies.

## WARRANTIES

36. The Supplier warrants that the Supplies will be:
  - a) Fit for purpose;
  - b) Be free from defect in design, material and workmanship;
  - c) Comply with all applicable laws, regulations and Australia Standards;
  - d) Comply with all specifications specified by Diverseco;
  - e) Do not infringe on any intellectual property rights of a third party;
  - f) Do not involve the misuse of any Confidential Information of a third party.
37. The warranties provided under clause 36 will apply for a period of 12 months from completion of delivery or provision of the Supplies unless a different warranty period is specified by Diverseco.

38. If the Supplies do not confirm with the quantity, quality or specifications stated in the Order, or do not meet the standards of design, materials or workmanship, Diverseco will be entitled, without prejudice to any other accrued rights or remedies, to exercise any of the following rights:
  - a) To reject all or any of the Supplies and require the Supplier to repair or replace the Supplies at no cost to Diverseco; or
  - b) To reject all or any of the Supplies and require the Supplier to credit Diverseco the cost of the Supplies (including the price of the Supplies and any other fees and charges such as delivery fees).

## INDEMNITY

39. The Supplier will indemnify Diverseco, its related entities and their officers, employees, agents and contractors ('Indemnified Parties') against any claim, costs, damage, expense, loss or liability, of any nature whatsoever, made against or incurred by an Indemnified Party arising from the Supplier's:
  - a) Act or omission, whether negligent or otherwise; or
  - b) A breach of this Agreement, including a breach of a warranty provided under these Conditions; or
  - c) A breach of any applicable law;
 in connection with:
  - d) The design, manufacture, supply, sale, delivery, provision or use of the Supplies; or
  - e) Any failure of the Supplies to comply with a requirement of this Agreement.

## TERMINATION

40. If the Supplier breaches a material obligation under this Agreement, then without prejudice to any other accrued rights or remedies, Diverseco will have the right to terminate this Agreement by written notice to the Supplier.
41. If the Supplier has a receiver appointed in respect of its business or any of its assets, or is compulsorily or voluntarily wound up, then without prejudice to any other rights or remedies, Diverseco will have the right to terminate this Agreement by written notice to the Supplier.

## SUBCONTRACTORS

42. The Supplier will not subcontract any part of the provision of the Supplies, nor assign any of its rights or obligations under this Agreement, without Diverseco's prior written consent. Diverseco's consent, in any event, will not relieve the Supplier's obligations and liabilities under this Agreement.

## WORK, HEALTH & SAFETY

43. In providing the Supplies, the Supplier will be responsible for ensuring that its personnel and subcontractors carry out and complete the Supplies safely and in accordance with all laws including Work, Health & Safety legislation applicable to the site.
44. The Supplier will:
  - a) Cooperate with Diverseco and its customers or any person on site, that has a work health and safety duty;
  - b) Use safe systems of work;
  - c) Comply with all applicable safety policies and procedures of Diverseco and its customers;
  - d) Ensure its personnel and subcontractors undertake any site induction required by Diverseco or its customers.
45. The Supplier will immediately notify Diverseco of any death, injury, illness or dangerous incident or near miss ('safety event') which occurs during the provision or delivery of the Supplies and provide all information and assistance required by Diverseco in relation to the safety event.

## MODERN SLAVERY

46. In performing its obligations under this Agreement, the Supplier will comply with the Modern Slavery Act 2018 (Cth) and equivalent state legislation which may apply in the place it conducts business, and take all reasonable steps to ensure that there is no modern slavery or human trafficking in its supply chain or any part of the Supplier's business.

## NOTICES

47. Any notice required to be given by a party under this Agreement may be sent to the postal or email address specified in the Order.
48. A notice shall be deemed to be given 5 business days after it was dispatched by post or immediately by email unless the sender receives a return email notification advising that the email was not delivered for any reason.
49. A notice received after 5pm (the recipient's time) is taken to have been received on the next business day.

## GENERAL

50. This Agreement shall be governed by the construed according to the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia in respect of any proceedings that may be brought in connection with this Agreement.
51. A party may not assign a right under this Agreement without the consent of the other party, which will not be unreasonably withheld.
52. A waiver under this Agreement cannot be waived except in writing by a party.

<b>Purchase Order Number:</b>	
<b>Diverseco Representative:</b>	
<b>Signature:</b>	
<b>Company or Proprietor(s) Name(s):</b>	
<b>ACN/ABN:</b>	
<b>Authorised Representative:</b>	
<b>Position Held:</b>	
<b>Signature:</b>	
<b>Date:</b>	