

PURCHASE ORDER TERMS AND CONDITIONS

Part A: Contract

1. Subject to clause 4 of Part A, these terms and conditions apply to the supply of goods (**Goods**) and/or services (**Services**) specified in the Purchase Order issued by IOOF Service Co Pty Ltd (ABN 99 074 572 919) of Level 1, 800 Bourke Street, Docklands VIC 3008 (**IOOF**). The terms of the contract between IOOF and the Supplier named in the Purchase Order (**Contract**) is comprised of:
 - (a) the contents of the Purchase Order;
 - (b) the Terms and Conditions in Part B; and
 - (c) any other terms and conditions specifically incorporated by reference into this contract in the Purchase Order.
2. In the event of conflict or inconsistency between the terms or content of the documents described in clause 1 above, those terms or that content will be construed in descending order of priority, and the terms or content of the document with higher priority will prevail to the extent of the conflict or inconsistency. Any terms or conditions, other than those listed above, including any Supplier standard or other terms, are excluded, and are not binding on, or enforceable by, either party. Any variation, amendment or change to the Contract will be ineffective unless made in writing, and signed by each party's authorised representative.
3. Subject to clause 4 of Part A, a Purchase Order issued by IOOF to the Supplier constitutes an offer by IOOF to engage the Supplier to supply the Goods and/or Services specified in the Purchase Order on the terms set out in the Contract. The Supplier is deemed to have accepted the Contract, and a binding contract for the supply of the Goods and/or Services is formed between IOOF and the Supplier, upon the earlier of:
 - (a) the Supplier communicating in writing or verbally with IOOF, the content of which confirms or implies acceptance; or
 - (b) the Supplier dispatches the Goods, commences work or commences performance of the Services.
4. Where there is an existing written contract between the Supplier and IOOF, or a related body corporate (as defined in section 9 of the Corporations Act 2001 (Cth)) of IOOF, in relation to the goods and/or services the subject of the Purchase Order (**Pre-Existing Contract**), then:
 - (a) these Purchase Order Terms and Conditions do not apply to the Purchase Order; and
 - (b) the terms of the Pre-Existing Contract apply to the supply of the goods and/or services the subject of the Purchase Order to the exclusion of these Purchase Order Terms and Conditions.

Part B: Terms and Conditions

1. Warranties and Standards

- 1.1 The Supplier warrants that:
 - (a) Goods when delivered will be new and free of any charge or encumbrance;
 - (b) Goods will correspond with any samples of such goods provided to IOOF, and Goods, and/or deliverables provided as part of Services (**Deliverables**), will be of merchantable quality and must function or perform in accordance with, or otherwise conform to, the Supplier's technical specifications;
 - (c) Goods and/or Deliverables will be manufactured, developed and/or delivered strictly in accordance with the drawings, specifications and additional requirements of IOOF specified in the Purchase Order or as otherwise agreed between the parties in writing (**Specifications**);
 - (d) Goods, and/or Deliverables, will be fit for purpose, free from defects in design, materials and workmanship;
 - (e) Goods, and/or Deliverables, will conform to the Specifications;

- (f) neither Goods, Services nor Deliverables infringe the intellectual property rights of any third party (except to the extent the infringement arises solely from the Supplier's compliance with a design or method of working provided, specified or directed by IOOF with no input from the Supplier);
- (g) Goods, Services and Deliverables comply with the requirements of any relevant statutes, regulations or legally applicable standards;
- (h) Goods, Services and Deliverables will be provided without delay, with due care and skill, in a conscientious and professional manner and in accordance with the Contract; and
- (i) Goods, Services and deliverables will be provided in accordance with all applicable laws.

- 1.2 In respect of Goods not manufactured, but supplied, by the Supplier, the Supplier agrees to assign to IOOF, or procure the assignment to IOOF of, the manufacturer's warranty applicable to the Goods; and must, if IOOF requires in writing, produce written evidence of the assignment to IOOF of the manufacturer's warranty in respect of the Goods, or such other evidence sufficient to satisfy IOOF that it is legally entitled to the benefit of that manufacturer's warranty.

- 1.3 IOOF relies on the Supplier's skill and judgment. The Supplier must advise IOOF whenever the Supplier believes that compliance with the Specification would render the Goods, Services and/or deliverables supplied as part of Services, unsuitable for IOOF's requirements.

- 1.4 The Supplier must:

- (a) not engage in any activity, practice or conduct that would constitute Modern Slavery. When used in this clause, **'Modern Slavery'**, has the meaning given in the *Modern Slavery Act 2018* (Cth);
- (b) implement due diligence procedures to identify, assess and address Modern Slavery risks or occurrences in its supply chain. The Supplier must provide IOOF with information relating to those due diligence procedures and any other information reasonably requested by IOOF for the purpose of complying with laws relating to Modern Slavery;
- (c) comply with all laws relating to Modern Slavery and have and maintain policies and procedures that are designed to ensure such compliance;
- (d) include, in each of its contracts with its subcontractors and suppliers, provisions that are at least as onerous as those set out in this clause; and
- (e) promptly notify IOOF if it becomes aware of, or has a reasonable basis for suspecting, instances of Modern Slavery in its operations or supply chains and take all reasonable action to address or remove those practices as soon as reasonably practicable.

2. Price and Payment

- 2.1 The price or other amount specified in the Purchase Order as consideration for the supply of Goods, Services and/or Deliverables:
 - (a) will become payable on the date(s) specified in the Purchase Order (whether by way of a lump sum or periodic payment, upon achievement of specified milestones or as otherwise stated). Where no date is specified in the Purchase Order, such amounts will become payable upon completion of the Services and delivery of the Goods and Deliverables (as applicable); and
 - (b) is inclusive of all taxes, duties, levies and government charges (other than GST), and all other costs and expenses incurred, sustained, paid or payable by the Supplier in order to provide the relevant Goods, Services and/or Deliverables.
- 2.2 If IOOF is required by law to deduct and/or remit any amount from a payment to the Supplier, the contract price will be

inclusive of any amounts required to be withheld and/or remitted and IOOF will pay to the Supplier an amount net of the amount so deducted and/or remitted.

- 2.3 The Supplier's invoices must be a tax invoice for GST purposes and must comply with all reasonable requirements of IOOF. All Supplier invoices must be provided to IOOF no more frequently than monthly within 30 days after the date on which the relevant amount(s) become(s) payable.
- 2.4 Unless otherwise agreed in writing between the Supplier and IOOF, correctly issued invoices will be payable by IOOF within 30 days from the date that IOOF receives the invoice, provided that the relevant Goods, Services and/or Deliverables have been accepted by IOOF and are otherwise in accordance with this Contract.
- 2.5 IOOF may deduct or set off from any payment due to the Supplier, any part of any invoice in relation to which the parties are in dispute or any amount which is owed by the Supplier to IOOF (under this Contract or otherwise).

3. Delivery

- 3.1 The Goods must be delivered on the date, and to the delivery address, specified in the Purchase Order or as otherwise agreed by the parties in writing. The Supplier must perform Services for IOOF by no later than the date specified in the Purchase Order or as otherwise agreed by the parties in writing.
- 3.2 Subject to IOOF's right to reject any defective Goods, title passes to IOOF on delivery to IOOF or its agent at the nominated place of delivery. The Goods will be deemed to have been delivered when they have been unloaded and, if applicable, installed and commissioned at the nominated delivery point in accordance with IOOF's instructions.
- 3.3 The Supplier must pack the Goods to ensure that no loss or damage results from weather or transportation. The Supplier is responsible for the transportation of the Goods to the nominated place of delivery, and risk remains with the Supplier until the Goods are accepted by IOOF at the nominated place of delivery on the nominated delivery date. Unless confirmed in writing by IOOF as not required, for each delivery, the Supplier must (i) arrange for a IOOF team member (or authorised representative) at the delivery site to sign a Proof of Delivery; and (ii) send an electronic copy of the signed Proof of Delivery to IOOF within 3 business days after the delivery.
- 3.4 For the purposes of this Contract (including payment) the Supplier will be considered to have provided Services and/or Deliverables under this Contract when IOOF accepts them, which it will do by written notice. IOOF will provide such notice only if it is reasonably satisfied that the Services and/or Deliverables conform to the requirements prescribed in the Purchase Order and Specification.
- 3.5 The Supplier must provide any information relating to the Goods or Services which is requested by IOOF to enable it or its related entities to comply with their reporting obligations under any applicable laws or schemes.

4. Timeliness

- 4.1 Time is of the essence in the performance of the Supplier's obligations under the Contract. IOOF may terminate any Purchase Order that has not been completely delivered or performed by the delivery date referenced in clause 3.1, or otherwise return part or all of any delivery of Goods received, or Deliverables provided, outside that delivery date and charge the Supplier with any loss or expense sustained as a result of the Supplier's failure to deliver on time.

5. Indemnities

- 5.1 The Supplier performs its obligations under the Contract at its own risk.
- 5.2 The Supplier must defend and indemnify IOOF from and against any liabilities, damages, remedies, losses, penalties, fines, costs, expenses (including legal fees and expenses), demands, claims and proceedings of any nature incurred by IOOF and arising directly or indirectly out of or in connection with:

- (a) any third party claim or suit for alleged infringement of any intellectual property rights relating to the receipt of any Goods, Services or Deliverables (or their use or enjoyment in accordance with the Contract) and will assume the defence of any and all such suits and will pay all incidental costs and expenses; and
- (b) claims for personal injuries, death and property loss or damage,

to the extent that such liabilities, damages, remedies, losses, penalties, fines, costs, expenses (including legal fees and expenses), demands, claims and proceedings were caused or contributed to by the Supplier.

6. Site Work

- 6.1 Where the Supplier has been engaged to perform Services at IOOF's premises, or otherwise enters upon IOOF's premises for any other reason, the Supplier must, and must procure that its employees, agents and contractors must:

- (a) perform all work in a manner that complies with all applicable occupational, health and safety laws, and the policies and procedures of IOOF applicable to those premises and facilities and equipment located at or in those premises, and exercise all necessary precautions for the health and safety of all persons, including by;
 - (i) where the risk or complexity is elevated from normal procedures, preparing a Health and Safety Plan (**Plan**) prior to commencing work, which is appropriate to the Goods and/or Services provided; and
 - (ii) monitoring, maintaining and keeping that Plan up to date during the course of the work; and
 - (iii) making the Plan available to IOOF.
- (b) for 'high-risk' tasks, prepare a Safe Work Method Statement (**SWMS**) which specifies the tasks to be completed, the potential risks and hazards and what actions and controls will be put in place to eliminate and minimise risk. The Supplier must ensure the SWMS is followed during the work;
- (c) ensure that all individuals who are, or are employed by, contractors and subcontractors are inducted onto the site prior to commencing any work;
- (d) perform all work so as not to impede, or interfere with any activities being carried out on IOOF's premises;
- (e) ensure that the Supplier and all persons performing work hold the appropriate licences, permits, authorisations, qualifications and experience for that work and have undertaken appropriate safety training;
- (f) ensure all persons performing work for IOOF on behalf of the Supplier are employed in accordance with Australian employment laws and have a valid and current right to work in Australia performing the relevant work and provide IOOF with a list of all personnel who will be performing the work and each person's right to work in Australia if requested by IOOF (and the Supplier must comply with all privacy laws in this respect);
- (g) comply with IOOF's safety regulations and with IOOF's directions and orders in regard to safety;
- (h) regularly report to IOOF about the progress of the work and about the Supplier's compliance with the safety requirements of the Contract;
- (i) provide at their own expense (except where otherwise specified) all labour, tools, equipment and material necessary to complete the work, and ensure that these things are in proper and safe working order;
- (j) ensure any equipment provided by IOOF for the Supplier's use is correctly and safely used, maintained properly and safeguarded against theft or damage;
- (k) promptly notify IOOF of any accident, injury, property or environmental damage that occurs whilst carrying out of the contract works;
- (l) ensure each individual who is employed by the Supplier or its subcontractors signs in and out of the site upon entry and exit in accordance with IOOF's safety procedures; and

- (m) only use, store, access or disclose personal information or data received from IOOF (**IOOF Data**) in accordance with all applicable privacy laws; immediately notify IOOF of any loss of, unauthorised access to or unauthorised disclosure of any IOOF Data; return, or at IOOF's election, de-identify or destroy IOOF Data when no longer required; and cooperate fully with IOOF to investigate, report on and remedy any such loss or unauthorised access or disclosure.

7. Defects Liability

- 7.1 The Supplier must, if requested by IOOF, rectify at the Supplier's cost any omission or defect in the Goods and/or Deliverables, and/or their installation, and/or the Services existing at the date of delivery or completion or which becomes apparent prior to the expiration of the defects liability period specified in clause 7.2 (**Defects Liability Period**). If rectification work requires interference with other structures or assets of IOOF, then the Supplier must bear the cost of rectification of those things as well. All rectification works must result in the Goods, Deliverables and other structures or assets being returned to the standard they would have been, had the omission or defect in the Goods, Services and/or Deliverables not existed.
- 7.2 Unless otherwise specified in the Purchase Order, the Defects Liability Period will be a period of 12 months from the date: (1) in the case of Goods merely delivered, the date of delivery; (2) in the case of Goods delivered and installed, the date of installation; or (3) in the case of Services (including provision of Deliverables), the date of completion of those Services under the Contract.
- 7.3 Any rectification work carried out by the Supplier pursuant to clause 7.1 must be carried out as soon as practicable and at a time approved by IOOF. The Supplier must ensure that the rectification work does not interfere with or delay any other activities that are scheduled to be carried out on the site by IOOF or its employees, other suppliers or contractors.
- 7.4 If the rectification work is not commenced or completed to IOOF's satisfaction within a reasonable time, then without limiting any other right or remedy IOOF may have, IOOF may have the rectification work carried out by another supplier or contractor at the Supplier's expense and the cost of rectification incurred by IOOF must be a debt due from the Supplier to IOOF.

8. Insurance

- 8.1 The Supplier warrants that it has obtained and maintains throughout the duration of the Contract (including any Defects Liability Period), and for a period of 7 years after the term of Contract ends, all insurance cover required by law, together with the following:
 - (a) Public and Products Liability Insurance with a minimum limit of not less than \$20,000,000 for any one occurrence;
 - (b) Workers Compensation and Employers Liability Insurance in accordance with all applicable laws;
 - (c) Insurance covering Motor Vehicle Third Party Injury and Property Damage with a minimum limit of not less than \$20,000,000 for any one occurrence; and
 - (d) where the Contract includes the provision professional advice or the preparation or provision of any design, formula, specification or drawings, Professional Indemnity insurance with a minimum cover of not less than \$20,000,000 for any one claim.
- 8.2 The Supplier must provide evidence to the satisfaction of IOOF of the insurances the Supplier is required to effect under the terms of the Contract.
- 8.3 If the Supplier fails to effect or maintain any such insurance as specified above, IOOF may effect or maintain such insurance and recover from the Supplier as a debt or set off against any amount payable to the Supplier, any premium so paid by IOOF.

9. Termination and Breach

- 9.1 IOOF may, without prejudice to any other rights or remedies, terminate the Contract by notice in writing if:
 - (a) the Supplier is in material breach of the Contract, and does not rectify that breach within 7 days of being notified of that breach by IOOF, or if IOOF believes (acting reasonably) that that breach is not capable of being remedied within that period;
 - (b) the Supplier acts in a manner which is substantially prejudicial or harmful to IOOF or is guilty of serious misconduct, fraud or dishonesty, or IOOF reasonably suspects that any such event may have occurred; or
 - (c) the Supplier (i) stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (ii) is insolvent within the meaning of the Bankruptcy Act 1966 (Cth) (**Bankruptcy Act**) or the Corporations Act 2001 (Cth) (**Corporations Act**) or is presumed to be insolvent by reason of any provision of the Bankruptcy Act or the Corporations Act; (iii) has an administrator appointed within the meaning of section 9 of the Corporations Act; (iv) has a controller within the meaning of section 9 of the Corporations Act appointed to all or any of its assets or undertaking; or (v) is subject to an application or order, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken against or in respect of the Supplier (other than frivolous or vexatious applications, proceedings, notices or steps) for its bankruptcy, winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them and any such application, order or proceeding is not withdrawn within 21 days.
- 9.2 IOOF may terminate the Contract for any reason upon written notice to the Supplier, and upon receipt of such notice the Supplier must stop all work hereunder, except as may be otherwise directed by IOOF. Upon termination under this clause 9.2, IOOF must pay to the Supplier an amount equal to that proportion of the contract price equivalent to the value of work completed as proportionate to the total contract price.
- 9.3 The amount described in clause 9.2 must represent the amount completed or committed at the date of termination provided that at such date the Supplier is not in breach of any of these terms or conditions or otherwise liable to have this Contract terminated on other grounds, and that such amount must extend to any anticipated profit for performance not rendered or for any amount for consequential loss or damage. Payment of the amount described in clause 9.2 will be the Supplier's sole remedy, and IOOF's sole liability, upon termination of the Contract under clause 9.2.
- 9.4 If IOOF terminates this Contract under clause 9.1 or 4.1, then without limiting any other right or remedy IOOF may have, IOOF may acquire the Goods, Services and/or Deliverables (or their nearest reasonably available substitute) from a third party or third parties. The Supplier must pay to IOOF on demand the whole of any cost, expense, loss or damage suffered or incurred by IOOF because of such termination.
- 9.5 The Supplier may terminate this Contract by notice in writing if IOOF is in material breach of the Contract and does not rectify that breach within 30 days of being notified of that breach by the Supplier, or if the breach is not capable of being remedied within that period.
- 9.6 Termination of the Contract does not affect any accrued rights or remedies of either party.

10. Intellectual Property Rights

- 10.1 Any design, formula, specification or drawings prepared for, or used in connection with, the Services vest in IOOF upon their creation. In any event, the Supplier agrees to assign to IOOF absolutely (a) the copyright subsisting in all Deliverables, and any work created by the Supplier or any of its employees, agents or contractors in the course of the Services and which is the subject of copyright; and (b) all rights in respect of any

practice, concept, product, process or design the Supplier or any of its employees, agents or contractors creates, develops, discovers or first reduces to practice in the course of the Services and in respect of which intellectual property rights are capable of being assigned. Unless otherwise specified in the Purchase Order, nothing in this clause requires the Supplier to transfer intellectual property rights or title in any works or materials that pre-exist the commencement of this Contract, or which are licensed to the Supplier by third parties (**Pre-existing Materials**), but the Supplier grants to IOOF an irrevocable, perpetual, worldwide and transferable licence to exercise all intellectual property rights subsisting in the Pre-existing Materials, including the right to sublicense, to the extent such Pre-existing Materials form part of any Deliverables, or other works, designs, formulae, specifications or drawings the rights and titles to which vest in, or are to be transferred to, IOOF under this clause 10.

- 10.2 The Supplier must sign all documents and do all acts and things necessary to ensure that legal ownership of copyright and other intellectual property rights vests in IOOF. The Supplier must provide any design, formula, specification or drawings in connection with the Services to IOOF on demand.
- 10.3 Any design, formula, specification, drawings or other documents or information made available by IOOF for use by the Supplier for the purposes of the Contract always remains the property of IOOF. The Contract does not give the Supplier any right, title or interest in IOOF's documents or information, save for a licence to use IOOF's documents and information solely for the purpose of providing the Goods and/or Services to IOOF under the terms of the Contract, and only for the duration of the Contract.

11. General

- 11.1 The Contract is confidential to IOOF and its terms may not be published or disclosed to any third party by the Supplier (except to the extent necessary for the purposes of the Contract) without IOOF's prior written consent. All information and documents provided by IOOF to the Supplier in relation to IOOF's business, assets, strategies or designs must be maintained in strict confidence by the Supplier and must be returned to IOOF (or destroyed) immediately upon IOOF's request. The Supplier must ensure that its employees, subcontractors and agents also comply with this clause as though they were parties to it. This obligation of confidentiality must survive the termination of the Contract. The Supplier must not use or disclose the existence of the Contract or its relationship with IOOF in any marketing or other communications with any third party, without IOOF's prior written consent.
- 11.2 The Contract must be governed by and construed according to the laws of Victoria and the Commonwealth of Australia and the parties must submit to the jurisdiction of the Courts of Victoria.
- 11.3 A party will effectively waive its rights under the Contract only if it waives those rights in writing signed by that party.
- 11.4 The Supplier agrees that IOOF's related bodies corporate may make use of and receive the benefit of the Services, Deliverables and other obligations of the Supplier under this Contract. An act or omission of a IOOF related body corporate is deemed to be an act or omission of IOOF, and IOOF's related bodies corporate will have no liability to the Supplier under this Contract. Any loss, damage, liability or expense suffered or incurred by a related body corporate of IOOF in connection with this Contract is deemed to be a loss, damage, liability or expense suffered by IOOF, and IOOF may pursue the Supplier for any such loss (subject to the limits and exclusions set out in this Contract).
- 11.5 The Supplier must not directly or indirectly sub-contract or assign the Contract or any of its rights or obligations under the Contract or any part of the Contract without obtaining IOOF's prior written consent. The Supplier remains principally liable for the acts and omissions of subcontractors and their employees, officers, agents and contractors as if they were acts and omissions of the Supplier.
- 11.6 IOOF may, by providing notice in writing to the Supplier, require the Supplier to novate all or part of this Contract to any related body corporate of IOOF or a purchaser of all or a material part of IOOF's assets or operations that may use the Services and

Deliverables, specifying the IOOF related body corporate or person to whom this Contract will be novated and attaching the proposed novation agreement or deed required to give effect to that novation (which must be on reasonable terms). The Supplier must, at its own cost, do all things necessary to execute the novation agreement or deed attached to the novation notice or otherwise give effect to that novation.

- 11.7 The Supplier performs all work hereunder as an independent contractor and not as an agent or employee of IOOF. The Supplier has no authority to bind IOOF to any contract. There is no partnership or joint venture created by the Contract. The Supplier warrants that it has multiple employees or that its provision of Services under the Contract is ancillary to the provision of Goods to IOOF. IOOF may withhold payment of any amount owing under this Contract until the Supplier has provided a truthfully completed statement or declaration in a form acceptable to IOOF confirming that all workers' compensation insurance premiums, payroll tax and remuneration payable in respect of the supply of the Goods or Services have been properly paid by the Supplier. In particular, if Services are to be supplied to IOOF in New South Wales, the Supplier must provide a Subcontractor's Statement to ensure IOOF is not liable for any workers compensation insurance premiums, payroll tax or remuneration payable by the Supplier.
- 11.8 It is a condition of this Contract that neither party attempts to engage in nor engages in any form of bribery, facilitation payment or similarly unethical conduct. Each party must ensure that its employees, agents, and representatives comply with this condition. If a party becomes aware of any contravention or attempted contravention of this condition, it must immediately inform the other party and take immediate disciplinary action against the individuals involved. The Supplier must comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the Criminal Code Act 1995 (Cth) (Australia); and have and maintain in place throughout the term of this Contract its own policies and procedures to ensure compliance with anti-bribery laws and enforce them where appropriate.