

# SUNSHINE COAST AIRPORT PTY LTD

## PURCHASE ORDER TERMS AND CONDITIONS

### TERMS AND CONDITIONS

The parties agree:

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

- 1.1 Supplier will supply the Goods and/or Services to the Delivery Point on or before the Delivery Date in accordance with this Agreement.
- 1.2 Supplier shall always ensure that it has and maintains all licenses, authorisations, consents, and permits needed to carry out its obligations under this Agreement.
- 1.3 Supplier may only subcontract its obligations under this Agreement with Purchaser's prior written consent. Supplier shall remain responsible for acts and omissions of subcontractors. Supplier must not assign the whole or in part of this Agreement without Purchaser's prior written consent.
- 1.4 Supplier must give written notice and all relevant information to Purchaser as soon as practicable if delivery of Goods and/or Services is, or is likely to be, delayed.
- 1.5 Unless otherwise specified in the Purchase Order, title and risk in the Goods will pass to Purchaser when they are delivered at the Delivery Point.
- 1.6 Where Supplier is supplying Services to Purchaser at Purchaser's premises, Supplier:
  - (a) acknowledges it is granted access to Purchaser's premises solely for the purpose of performing its obligations under this Agreement;
  - (b) will comply with all reasonable directions given by Purchaser personnel whilst at Purchaser's premises;
  - (c) will comply with its work health and safety obligations at law; and
  - (d) must ensure that it and its personnel are familiar and comply with Purchaser's workplace policies and procedures.
- 1.7 Supplier will perform its obligations under this Agreement in accordance with any and all relevant laws and regulations including those related to bribery, corruption and prohibited business practices, and must promptly report to Purchaser: (a) any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of this Agreement; and (b) if any public official becomes an officer or employee of the Supplier or acquires a direct interest in the Supplier.
- 1.8 If Supplier receives any refund, adjustment, discount, or rebate (**Adjustment**) in providing the Goods and/or Services, it must reduce the Price by the same amount as the Adjustment.
- 1.9 Supplier must ensure that the way it performs its obligations under this Agreement does not result in any adverse publicity to, or damage the goodwill or reputation of, Purchaser or the Sunshine Coast Airport.

#### 2. Payment

- 2.1 Subject to Supplier supplying the Goods and/or Services to the satisfaction of Purchaser and submitting a valid tax invoice to Purchaser accounts, Purchaser will pay to the Supplier the Price within 45 days from the end of the month in which the valid tax invoice was received.
- 2.2 Purchaser reserves the right to withhold payment of any invoice to the extent that it relates to Goods and/or Services that do not meet Purchaser's satisfaction.
- 2.3 Purchaser will only reimburse Supplier for Disbursement costs (if any) that Purchaser has approved in writing prior to being incurred. Original receipts for such Disbursement costs must be supplied with any claim for reimbursement.
- 2.4 Unless otherwise specified in the Purchase Order, the Price is fixed and is inclusive of all delivery, packaging costs, customs, levies, duties, insurances, and taxes (including sales tax, excise tax, duty and withholding tax) but not GST, as well as all labour, equipment, materials, tools, and other implementation costs.
- 2.5 Where a party makes a taxable supply to another party the recipient must pay to the supplier an additional amount equal to GST subject to the recipient receiving a valid tax invoice which includes the GST payable as a separate item in the tax invoice.

#### 3. Variations to Goods and/or Services

- 3.1 Purchaser may, prior to delivery of Goods and/or Services, direct Supplier in writing to add, omit, or vary the Goods and/or Services and such variations will form part of this Agreement.
- 3.2 Where a direction for a variation would result in variation to the Price, Supplier must immediately advise Purchaser in writing. A variation to the Price must be determined by the same method of pricing as previously used and is not effective unless communicated in writing and signed by Purchaser.

#### 4. Intellectual Property

- 4.1 Any Intellectual Property developed or created by Supplier (including any invention or improvement made by Supplier attributable in whole or part to Confidential Information received by Purchaser) for Purchaser under this Agreement is to be assigned or licenced to Purchaser upon creation. Unless otherwise agreed in writing by Purchaser, such licence should be an irrevocable, perpetual, world-wide, royalty-free licence that also permits the Purchaser to sub-licence the Intellectual Property.
- 4.2 Supplier will not use Purchaser's name, trademarks, or brand, or identify the Purchaser as one of its clients without first obtaining Purchaser's written approval.
- 4.3 Supplier must not during or after the term of this Agreement contest or assist any other person to contest the validity or ownership of any Intellectual Property relating to the Goods and/or Services owned by Purchaser.
- 4.4 Supplier grants or will procure that its employees and/or subcontractors grant to Purchaser written, unconditional and irrevocable consent to any act or omission that would otherwise infringe Supplier's, or its employees' or subcontractors' moral rights in any Intellectual Property which subsist in any Goods and/or Services developed or created by Supplier under this Agreement, and a waiver of moral rights in such Intellectual Property outside the country which is the Purchaser's principle place of business

#### 5. Data Protection and Privacy

- 5.1 Supplier must, in connection with any Personal Information:
  - (a) comply with all applicable Privacy Laws in the collection, protection, use, maintenance, handling, and disclosure (including any trans-jurisdictional disclose) of any Personal Information in connection with exercising its rights or carrying out its obligations under this Agreement;
  - (b) only process (or allow to be processed) Personal Information to the extent necessary to perform its obligations under this Agreement;
  - (c) take technical and organisation measures to enable it to comply with all applicable Privacy Laws
  - (d) immediately notify Purchaser when the Supplier becomes aware of an actual, suspected, alleged, or anticipated breach of this clause or any misuse or loss of, interference with or unauthorised access to, modification of or disclosure of Personal Information;
  - (e) immediately notify Purchaser of, any demands, complaints or enquiries made by an affected individual or any regulatory authority in relation to any Privacy Laws;
  - (f) on expiry or termination of this Agreement, immediately return or permanently destroy, at Purchaser's election, all documents, and materials, including copies thereof that contain the Personal Information.

#### 6. Insurance

- 6.1 Supplier must maintain appropriate levels of insurance coverage in relation to public and product liability, property and professional indemnity and workers' compensation according to the nature of the Goods and/or Services to be provided, the risks associated with the provision of the Goods and/or Services and prudent industry standards associated with the provision of the Goods and/or Services. Supplier must, upon request, provide Purchaser with certificates of currency with respect to these insurance policies.

#### 7. Modern Slavery

- 7.1 Supplier must:

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- (a) ensure that it does all things required or necessary to mitigate or reduce risks that it contravenes Modern Slavery Laws in its operations and supply chains;
- (b) promptly and accurately notify Purchaser if it becomes aware of possible, potential, suspected or actual contravention of Modern Slavery Laws occurring in the Supplier's organisation or supply chain;
- (c) cooperate in good faith with Purchaser in investigating any possible, potential, suspected or actual contravention of Modern Slavery Laws within the Supplier's organisation or supply chain.

### 8. Unforeseen Events

8.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations if such a delay or failure result from a Force Majeure provided that the party has given notice to the other of the Force Majeure. A party will be relieved of performance to the extent that and for so long as the Force Majeure adversely affects its ability to perform its obligations under this Agreement (or in the case of the Purchaser and at its discretion the ability of the Supplier to perform its obligations under this Agreement in the case of closure or part closure of the Airport). In the event the Force Majeure continues for longer than 28 days, either party may terminate this Agreement forthwith.

8.2 Parties acknowledge

### 9. Term and Termination

9.1 This Agreement commences on the earlier of the date that the last party signs the Purchase Order or when the Goods and/or Services are delivered and continues until the Goods and/or Services are delivered to the satisfaction of Purchaser unless terminated earlier in accordance with its terms.

9.2 Either party may terminate this Agreement immediately by written notice on the occurrence of any of the following:

- (a) the other party is unable to pay its debts as they fall due, or has a receiver, administrator or liquidator or similar person appointed;
- (b) the other party is in breach of this Agreement and has failed to remedy the breach within 30 days of receipt of written notice of the breach calling for it to be remedied; or
- (c) the other party ceases to conduct its business.

9.3 Purchaser may terminate this Agreement at any time by giving written notice to Supplier with immediate effect, in which case Purchaser must within 30 days pay the pro-rata Price to Supplier for the Goods and/or Services delivered to Purchaser prior to the notice of termination. The total amount payable under this clause will not exceed the Price.

9.4 Termination or expiry of this Agreement does not affect the provisions relating to insurance; intellectual property; confidentiality; warranties and liability.

### 10. Confidential Information

10.1 Supplier must, and must ensure that its personnel, keep all Confidential Information confidential and must not disclose any Confidential Information to a third party without the prior written permission of Purchaser.

10.2 Supplier may disclose Confidential Information if legally compelled to do so by any judicial or administrative body, in which case Supplier must promptly inform Purchaser and take all reasonably available legal measures and comply with all reasonable directions of the Purchaser to avoid such disclosure.

### 11. Warranties

11.1 Supplier warrants that all Goods will:

- (a) be of sound workmanship and of good merchantable quality and suitable for their intended purpose;
- (b) be free from defects and faulty materials and correspond with any sample and conform to any description, instructions, specifications, and other conditions agreed between the parties;
- (c) be free from any charge or encumbrance and the Purchaser will at all times and at no additional expense have all rights and permissions necessary to use and exploit the Goods and/or Services supplied and that no use or

exploitation of the Goods and/or Services will contravene any legal or equitable right or interest of the Supplier or any third parties;

- (d) not infringe the Intellectual Property or other rights of third parties; and
- (e) comply with all applicable legislation, regulations, governmental requirements (including all relevant labelling requirements), industry codes, industry standards and/or guidelines.

11.2 Supplier warrants that:

(a) to the best of its knowledge and following reasonable enquiries, it is not aware of any risks present in its operations and supply chains that may contravene Modern Slavery Laws, or if it is so aware, it has taken appropriate action to mitigate, remediate and reduce those risks;

(b) it shall comply with all applicable Privacy Laws in the collection and use of any personal information in connection with carrying out its obligations under this Agreement.

11.3 Supplier warrants that all Services will:

- (a) be carried out with a high degree of skill, care and diligence;
- (b) be to a standard of fitness and competence required to achieve the purpose of the Services made known to the Supplier expressly or by implication by Purchaser and be to a standard generally acceptable to the industry in which such Services are usually provided;
- (c) conform to any description, instructions, specifications, and other conditions agreed between the parties; and
- (d) not infringe the Intellectual Property or other rights of third parties.

11.4 Warranties under this clause 11 are in addition to any provided by law and survive inspection, testing, acceptance, and payment.

### 12. Rejection of Goods and/or Services

12.1 Purchaser may elect to reject any Goods and/or Services if they do not meet the specifications set out in the Purchase Order or otherwise do not comply with a warranty set out in clause 11. Payment by Purchaser for such Goods and/or Services will not prejudice Purchaser's right of rejection.

12.2 Without limiting Purchaser's other rights and remedies, where the Purchaser has rejected the Goods and/or Services because they do not comply with a warranty set out in clause 11, Supplier must, at Purchaser's option and at Supplier's expense and risk refund or re-supply all Goods and/or Services rejected by Purchaser. Purchaser's rights under this Agreement are in addition to its rights and remedies implied by statute and common law.

### 13. Liability

13.1 Supplier indemnifies Purchaser and its associated entities, officers, employees, Suppliers, and agents from and against all losses, costs, damages, and expenses (including indirect and consequential loss or damage and legal expenses) arising out of or in connection with:

- (a) a breach or non-performance of this Agreement by Supplier;
- (b) the wilful or negligent act or omission of Supplier; or
- (c) any claim of infringement of Intellectual Property by the use or sale by the Purchaser or its subsidiaries or affiliates of any Goods and/or Services supplied by Supplier.

13.2 To the extent permitted by law, Purchaser's aggregate liability under or in relation to this agreement arising out of any act, omission or event or connected series of acts, omissions or events will not exceed the aggregate amounts due and payable by Purchaser under this Agreement.

### 14. General

14.1 This Agreement contains the entire agreement of the parties with respect to its subject matter and applies to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing whether received before or after the date of this Agreement.

14.2 This Agreement may only be amended in writing and signed by both the Supplier and Purchaser.

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14.3 A party's failure or delay to exercise a right or remedy does not operate as a waiver of that right or remedy. Any specific waiver of a provision of this agreement must be in writing and signed by the party granting the waiver.

14.4 This Agreement does not create a relationship of agency, partnership, joint venture and/or employment between the parties.

14.5 Neither party has any authority to act for or incur any liability or obligation on behalf of the other party in any manner except with the prior written consent of the other party.

14.6 All notices and other communications in connection with this Agreement must be in writing. A notice may be served by hand, by post, or by e-mail to the address at the front of this Agreement and in the case of a notice to Purchaser to the attention of the Company Secretary.

14.7 The provisions of this Agreement are severable. If any provision in this Agreement is found to be invalid or unenforceable then the provision is to be severed from the remainder of this Agreement, which is to remain in full force and effect.

14.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be taken to constitute one agreement. An executed counterpart may be delivered by facsimile or other electronic means.

14.9 This Agreement is governed by the laws of Queensland and parties agree to submit to the non-exclusive jurisdiction of the courts of the capital city in Queensland.

### 15. Definitions

In this Agreement:

**Agreement** means these terms and conditions, the Purchase Order and any mutually agreed schedules or attachments.

**Confidential Information** means the terms of this Agreement and information of the Purchaser which is treated or identified by the Purchaser as confidential and disclosed to the Supplier, or which the Supplier become aware of, during the performance of its obligations under this Agreement but does not include information which is in the public domain as at the date of this Agreement or which ends up in the public domain through no fault of the Supplier.

**Delivery Date** means the date set out under Delivery Date in the Purchase Order.

**Delivery Point** means the location set out under Site Loc in the Purchase Order.

**Disbursement** means any disbursements set out in the Purchase Order.

**Goods and/or Services** means the goods and/or services set out in the Purchase Order.

**GST** means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 in Australia, or any other equivalent tax (e.g. value added tax) under an equivalent law which may be applicable in the country of the Purchaser's principal place of business to the supply of Goods and/or Services.

**Force Majeure** means act of God, fire, lighting, explosions, flood, subsidence, terrorist act, World Health Authority declared pandemics, insurrection or civil disorder or military operations, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses or authorities, strikes, lock-outs or other industrial disputes of any kind and any other cause whether similar or not to the foregoing, outside of the affected party's control (and in the case of the Purchaser the event may include a closure or part closure of the Airport).

**Intellectual Property** means all current and future statutory and other proprietary rights, whether registered or unregistered, in relation to inventions or improvements (whether patentable or not), patents, utility models, plant varieties, trademarks and logos, designs, copyright and neighbouring rights, circuit layouts, know how, trade secrets, data, data sets, data bases, technical data, formulae and Confidential Information and other rights arising from intellectual activity in the industrial, scientific, literary or artistic fields but does not include Moral Rights that are not transferable.

**Modern Slavery Laws** means any applicable law which prohibits exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services (or similar).

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can be reasonably ascertained, from the information or opinion, or as the term 'personal information' is defined in any relevant Privacy Law

**Purchase Order** means the pages prior to these Terms and Conditions which set out the details of the Goods and/or Services to be supplied.

**Price** means the amount for each Good, Service and/or Disbursement as set out in the Purchase Order.

**Privacy Laws** means the Privacy Act 1988 (Cth) and any corresponding or similar legislation, regulation or code in any jurisdiction where any Personal Information is collected, maintained, stored, used, disclosed or otherwise being dealt with under or because of the Consultancy Services.