

ATCO Structures & Logistics Pty Ltd ABN 71 083 902 309

Purchase Order Terms and Conditions

1. **Agreement**
 - 1.1 Unless specified in the Purchase Order or otherwise agreed in writing, these terms and conditions and the applicable Purchase Order comprise the entire agreement between ATCO and the Supplier in relation to the Goods and/or Services.
 - 1.2 To the extent that the Supplier provides terms and conditions in relation to the provision of the Goods and/or Services, the Supplier acknowledges that those terms are excluded and do not form part of the relationship between ATCO and the Supplier.
2. **Supply of Goods and/or Services**
 - 2.1 In consideration of payment of the Purchase Price, the Supplier must supply the Goods and/or Services to ATCO in accordance with the Purchase Order.
 - 2.2 When supplying the Goods and/or Services the Supplier must:
 - (a) not interfere with ATCO's activities or any other person at the Delivery Address; and
 - (b) comply with, and ensure that the Supplier's employees, agents, representatives, and contractors comply with all applicable laws, ATCO's site procedures and any directions or orders given by a representative of ATCO.
3. **Delivery of the Goods and supply of the Services**
 - 3.1 The Supplier must deliver the Goods to the Delivery Address on the Delivery Date. Until delivery has been made it will be deemed not to have occurred. Time is of the essence for the delivery of Goods or performance of the Services to ATCO.
 - 3.2 ATCO is not obligated to accept or take delivery of any Goods supplied before the Delivery Date.
 - 3.3 The Supplier must ensure that the Goods are properly packed to avoid damage in transit or in storage.
 - 3.4 All deliveries must be properly marked and labelled with the Purchase Order number, item number, destination, contents, date, method of dispatch and weight of each package.
 - 3.5 The Supplier must give ATCO written notice of any delay in supplying the Goods and/or Services. Such notice must include the reason for the delay and the new time for delivery. ATCO may in its absolute discretion extend the Delivery Date. If the Supplier provides a notice under this clause, it acknowledges that its obligations under clause 3 are not effected and ATCO reserves all of its rights in respect of any breach of this clause 3.
4. **Acceptance and rejection of Goods and/or Services**
 - 4.1 ATCO will not be deemed to have accepted any Goods and/or Services until it has had a reasonable amount of time to inspect and test the Good and/or Services. Payment (including part payment), delivery or the signing of delivery receipts does not constitute acceptance of the Goods and/or Services.
 - 4.2 If ATCO finds the Goods and/or Services to be defective it may in its absolute discretion:
 - (a) reject the Goods and/or Services by notice in writing to the Supplier; or
 - (b) request the Supplier (at its own cost) make good any defects.The Supplier must collect any defective Goods within 7 days after receiving written notification of ATCO rejecting the goods.
 - 4.3 If ATCO rejects the Goods and/or Services under clause 4.2 the Supplier will:
 - (a) immediately refund to ATCO the total of all amounts paid (including deposits) by ATCO in respect of the Goods and/or Services; and
 - (b) accept return of any of the Goods already delivered to ATCO.
 - 4.4 The Supplier acknowledges that acceptance of Goods and/or Services (including a part of them) which are defective or which do not correspond with the Purchase Order does not bind ATCO to except future Goods and/or Services supplied by the Supplier that are of the same quality or standard as those already supplied (irrespective of whether or not those Goods and/or Services form part of the Purchase Order).
5. **Title and risk**
 - 5.1 Title in the Goods passes to ATCO upon delivery and free of any security interest.
 - 5.2 The Supplier warrants that it has complete ownership of the Goods free from any security interests.
 - 5.3 Risk in the Goods passes to ATCO when the Goods are delivered to the Delivery Address.
6. **Price**
 - 6.1 Subject to clause 7, ATCO agrees to pay the Supplier the Purchase Price for the Goods and/or Services.
 - 6.2 Unless otherwise specified in the Purchase Order, the Purchase Price is inclusive of:
 - (a) all costs incurred by the Supplier in supplying the Goods to and/or performing the Services for ATCO including all charges for packaging, packing, insurance, transportation and delivery of the Goods to the Delivery Address.
 - (b) all taxes and duties [except GST].[Where GST is imposed on a supply made in connection with the Purchase Order, the Supplier may recover from ATCO an amount equal to the GST payable in respect of the supply.
7. **Invoicing and payment**
 - 7.1 The Supplier must provide ATCO with a valid tax invoice upon delivery of the Goods and/or upon completion of the Services. However, where the Purchase Order specifies that progress payments are to be made, the Supplier must provide ATCO with a valid tax invoice at the end of each calendar month (or other period specified in the Purchase Order) for Goods delivered and/or Services performed by the Supplier in that month or other period (as the case may be).
 - 7.2 All tax invoices provided to ATCO must include a reference to the Purchase Order (including the Purchase Order number), an itemised description of the Goods and/or Services, the price for each of the Goods and/or Services, if applicable the amount of GST payable, and an individual reference number.
 - 7.3 ATCO will pay all valid tax invoices provided to it within thirty (30) days of its receipt except where ATCO disputes the invoice, in which case:
 - (a) ATCO will pay the undisputed part of the relevant invoice (if any) and dispute the balance; and
 - (b) if the resolution of the dispute determines that ATCO are to pay an amount to the Supplier, ATCO will pay that amount as soon as practicable after resolution of that dispute.
 - 7.4 ATCO may set off any amount owed to the Supplier under the Purchase Order by any amount the Supplier is liable to or owes ATCO. ATCO's rights under this clause do not limit its right to recover those amounts in other ways.
- 7.5 Unless otherwise specified in the Purchase Order, any money payable in connection with the Purchase Order will be paid in Australian currency.
8. **Quality of Goods and Services**
 - 8.1 The Goods and/or Services must match the description referred to in the Purchase Order.
 - 8.2 If the Supplier provided ATCO with a sample of the Goods or a demonstration of the Services, the Goods and/or Services supplied must be of the same nature and quality as the sample or demonstration given.
 - 8.3 The Goods and/or Services must be fit for the purpose for which Goods and/or Services of the same kind are commonly supplied and for any other purpose that ATCO makes known to the Supplier.
 - 8.4 The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.
9. **Warranties**
 - 9.1 The Supplier acknowledges that all statutory conditions and warranties whether express or implied which relate to the supply of the Goods and/or Services are included and form part of these terms and conditions.
 - 9.2 The Supplier warrants that:
 - (a) the Goods will free from any defect in design, performance, workmanship and makeup;
 - (b) the Services will be provided by a competent and trained person with due care and skill.
 - 9.3 If the Goods and/or Services (including the results of them) become defective during the Warranty Period ATCO may:
 - (a) reject the defective Goods and/or Services;
 - (b) repair or replace the defective Goods; or
 - (c) repair or re-perform the defective Services.ATCO may exercise any of its rights under this clause even though it may have accepted and/or paid for the Goods and/or Services.
 - 9.4 If clause 9.3 applies the Supplier agrees that:
 - (a) it will at its own cost repair or replace any defective Goods that ATCO has rejected;
 - (b) it will at its own cost re-perform or make good any defective Services that ATCO has rejected;
 - (c) reimburse ATCO for any expenses it incurs in replacing, repairing or making good any defective Goods and/or Services.
 - 9.5 Any repair, replacement or re-performance of any defective Goods and/or Services provided by the Supplier will be subject to the same warranty as the original Goods and/or Services.
 - 9.6 For the avoidance of doubt, the remedies provided in this clause 9 do not exclude, limit or vary the remedies available at law to ATCO.
10. **Termination**

ATCO may terminate the agreement formed in relation to the Purchase Order at any time by giving written notice to the Supplier if:

 - (a) ATCO rejects any Goods and/or Services under clause 4.2;
 - (b) the Supplier breaches these terms or conditions;
 - (c) the Supplier breaches the terms and conditions in relation to a different purchase order provided by ATCO to the Supplier;
 - (d) the Supplier becomes insolvent, becomes subject to external administration or has a receiver or receiver and manager appointed over it.
11. **Insurance**

The Supplier must effect and maintain insurance against any risk or liability arising out of or in connection with the provision of the Goods and/or Services including but not limited to product liability insurance, workers' compensation insurance, comprehensive motor vehicle insurance, and public liability insurance.
12. **Compliance with HSE**

The Supplier must:

 - (a) perform the Services in accordance with all HSE regulatory requirements and the Directives and Procedures;
 - (b) ensure the health and safety of the Supplier's personnel and invitees (and, to the extent any ATCO personnel or third party attends any premises the Supplier controls, the health and safety of those persons);
 - (c) consult with its personnel in relation to HSE matters, as required by all applicable regulatory requirements, good industry practice and the ATCO Directives and Procedures;
 - (d) not cause any hazard, damage or harm to any person or property;
 - (e) not cause any hazard, damage or harm to the environment, or contribute to any environmental damage or pollution;
 - (f) conduct and attend HSE-related meetings, as required by this agreement and as ATCO directs from time to time;
 - (g) implement and have constantly in place HSE procedures that meet the standards contained in all applicable HSE legislation, regulations and guidelines in the jurisdiction where the Services are being performed and include:
 - (i) periodic assessments of all routine and non-routine hazards and risks relevant to the supply, performance and use of the Services; and
 - (ii) appropriate plans and use of a risks register to eliminate, reduce or mitigate those hazards and risks, and
 - (h) ensure all Supplier personnel receive appropriate instruction, including induction and training, in relation to HSE matters (including any that ATCO requires from time to time);
 - (i) supply the Supplier personnel with adequate and appropriate protective clothing and safety equipment and ensure the Supplier personnel wear or use that clothing and equipment as appropriate;
 - (j) repair, remove or replace any Supplier equipment if, in the opinion of ATCO, it is in an unsafe, hazardous or dangerous condition;
 - (k) support all Supplier equipment (including by holding sufficient readily available stock of maintenance and spare parts) to allow normal continuous operations; and
 - (l) indemnify ATCO for any loss, claim or liability it incurs due to a failure of the Supplier to comply with any of the requirements set out in this clause.

Purchase Order Terms & Conditions continued

13. Definitions and interpretation

13.1

In these terms and conditions:

ATCO means ATCO Structures & Logistics Pty Ltd ABN 71 083 902 309.

ATCO Safety Policy, ATCO Safety Management System & ATCO Minimum Standards means ATCO safety management plans, procedures & standards prepared by or on behalf of ATCO from time to time to manage, co-ordinate and facilitate the interaction of the activities that may be carried out on a site by the Supplier and other persons and to identify its safety responsibilities.

Delivery Address means the address specified in the Purchase Order where the Goods must be delivered or the Services performed.

Delivery Date means the date specified in the Purchase Order as the delivery date.

Directives & Procedures means each policy, procedure, code and directive provided by ATCO to the Supplier, including the ATCO Safety Policy, ATCO Safety Management System & ATCO Minimum Standards.

Goods means the goods specified in the Purchase Order.

GST has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999.

HSE means any or all of health, safety or environment, as the context requires.

Purchase Order means ATCO's purchase order form for Goods and/or Services which it provides to a supplier.

Purchase Price means the total price specified in the Purchase Order [(excluding GST)].

Services means the services specified in the Purchase Order.

Supplier means the entity specified in the Purchase Order as the supplier.

Warranty Period means:

- (a) for Goods, 24 months from the date of delivery; and
- (b) for Services, 12 months from the date the Services are performed.

13.2

When introducing a list of items or an example of a thing, 'including' does not limit the meaning of the words to those items or items of a similar kind.

14.

Anti-Bribery and Corruption – Definitions

"Anti-Bribery Laws means the Corruption of Foreign Public Officials Act (CFPOA) (Canada), the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010 and the OECD Convention on Combating Bribery of Foreign Public Officials (all as amended from time to time), and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to any Public Official or any other person.

"Supplier" means Supplier and its directors, officers, employees, personnel, contractors, consultants, agents, intermediaries or representatives of Supplier.

"Prohibited Act" means giving, offering, promising or agreeing to give, offer or promise, directly or indirectly, anything of value to a Public Official, or any other person for any benefit of the Public Official, as consideration for that Public Official's act or omission in relation to the Public Official's duties or to influence, illegally or otherwise any Public Officials.

"Public Official" means any person qualifying as a Public Official or public employee under the "Anti-Bribery Laws".

Purchase Order Terms & Conditions continued

13.1 Compliance with Anti-Bribery Laws

The Supplier with regard to its operations and activities under or in furtherance of or related to this Purchase Order, represents and warrants that the Supplier (i) has knowledge about Anti-Bribery Laws and shall comply with all such Anti-Bribery Laws; and (ii) has not engaged and will not engage in a Prohibited Act. For greater certainty, the Supplier shall not pay, promise or offer to pay, any money, thing or benefit of any kind to any Public Official of any level of government, or any department or agency thereof, or to any other person for the benefit of a Public Official, as consideration for any act or omission by that Public Official in relation to this Agreement or any permit or authorization relating to this Agreement.

The Supplier will not, without ASL's prior written consent, retain any intermediary who, with regard to the Supplier's operations and activities under or in furtherance of this Agreement, will have or may reasonably be expected to have contact with Public Officials.

The Supplier will maintain appropriate anti-bribery policies and practices as may be required by ASL or any ASL client and will provide documentation of these policies and practices.