

General Terms and Conditions for the Supply of Goods and Services by Purchase Order

1. Order of Precedence

The following documents together form a contract (**Contract**) between MLPL and the Supplier, and take effect in the following order of precedence:

- (a) these General Terms and Conditions for the Supply of Goods and Services by Purchase Order (**Terms and Conditions**);
- (b) the purchase order to which these Terms and Conditions are attached (**Purchase Order**); and
- (c) any final specifications, drawings, or other descriptions furnished or approved by MLPL prior to the issuing of the Purchase Order.

2. Supply

2.1 Obligations of the supplier

The Supplier will:

- (a) provide the Goods or Services by any dates specified in the Purchase Order;
- (b) provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
- (c) ensure the highest quality of work; and
- (d) act in good faith and in the best interests of MLPL.

2.2 No Defects

The Supplier will supply the Goods free of Defects and in accordance with the Contract.

3. Cancellation

3.1 MLPL's right to cancel

MLPL may cancel the Services or the supply of the Goods at any time by giving written notice to the Supplier who must cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with effect from:

- (a) the cancellation date stated in the notice (which must be no earlier than 30 days from the date of the notice); or

- (b) where MLPL confirms in the notice that it is its preference for the Supplier to do so from an earlier date, as close to that earlier date as it is reasonably practicable for the Supplier to do so.

3.2 Cancellation costs

MLPL must pay all reasonable amounts due in accordance with the Contract for all work performed by the Supplier up until cancellation (but not including any loss of prospective profits).

4. Failure to perform

- (a) Without limiting any other available remedy, to the extent the Supplier fails to provide any of the Services or Goods in accordance with the Contract, MLPL will not be required to pay for those Services or Goods (until they are provided correctly) and may require the Supplier to remedy any Defect or re-perform the Services in accordance with the Contract within the time reasonably specified in a notice.
- (b) If the Defect referred to in clause 4(a) is not capable of being remedied or the Services are not capable of being re-performed to MLPL's reasonable satisfaction, or the Supplier fails within the time period reasonably specified to remedy the Defect or re-perform the Services, MLPL may either have the Services remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay the reasonable costs incurred by MLPL in doing so, to the extent that those costs exceed the amounts that would have been payable to the Supplier in accordance with the Contract had the Services been properly provided or performed.

5. Warranties

The Supplier warrants to MLPL that:

- (a) **(Purpose)** where MLPL has, either expressly or by reasonable implication, made known to the Supplier any Reasonable Purpose for which the Services or Goods are required, the Services will be performed and the Goods will be provided in such a way as to achieve that result;
- (b) **(Conflict)** it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Contract;
- (c) **(IP)** it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Services and Goods; and
- (d) **(Goods)** the Goods:
 - (i) are new and fit for the purpose stated in the Specification (or if no purpose is stated or reasonably implied, the purpose for which the Goods would ordinarily be used);

- (ii) conform in all respects with the Specification;
- (iii) are free from Defects (including defects in installation); and
- (iv) are of merchantable quality and comply with all laws.

Where provided for in the Specification, the Supplier must obtain for MLPL the benefit of any manufacturer's warranties.

6. Inspection

MLPL may witness tests or carry out an inspection on the Goods. Upon request, the Supplier must make arrangements for MLPL to have access to any relevant premises for inspection and testing purposes at any reasonable time.

7. Delivery

- (a) The Supplier is responsible for delivering the Goods to the location specified in the Purchase Order by the Due Date at a time that may be reasonably specified by MLPL.
- (b) Goods must be suitably packed to avoid damage while in storage or transit.
- (c) All correspondence and packaging containing delivered Goods must be clearly marked with the Order Number.
- (d) A signed delivery docket will:
 - (i) be evidence of acceptance by MLPL of delivery of the Goods; and
 - (ii) not be construed as an acceptance by MLPL of the quality of the Goods.
- (e) MLPL may within 60 days of delivery, notify the Supplier that the Goods are defective. MLPL may then hold such Goods to the Supplier's order and at the Supplier's risk and return those Goods at the Supplier's cost.
- (f) In addition to any other remedy, MLPL may offset its reasonable costs arising from the supply of defective Goods from other sums owed to the Supplier.
- (g) In respect of those Goods not subject to a defects notice issued under clause 7(e):
 - (i) risk passes to MLPL upon delivery; and
 - (ii) subject to clause 7(g)(iii), title passes to MLPL upon acceptance; and
 - (iii) if payment is not made in accordance with clause 8, title reverts to the Supplier with effect from the date which is 30 days after the due date for payment of the Supplier's invoice for the Goods and passes back to MLPL upon payment of that invoice.

8. Payment

- (a) The Supplier will, within 30 days of receipt of a delivery docket signed by MLPL, forward a tax invoice to the address stated on the Purchase Order. The tax invoice must include reference to the Order Number.
- (b) Subject to clause 8(c), MLPL will pay the Contract Sum due under the Contract within 30 days of receipt of an acceptable tax invoice. Payment will be on account only and does not constitute an acknowledgment that the Goods and Services are supplied in accordance with the Contract.
- (c) If MLPL disputes the invoiced amount, it must pay the undisputed amount (if any) and notify the Supplier of the amount it believes is due for payment. The parties will endeavour to resolve any such dispute through negotiation in the first instance.
- (d) MLPL is allowed to use or sell the Goods in respect of which it has title.

9. Standards

- (a) The Supplier must comply with the law and is to obtain any consents, licences, or customs documentation as may be required for supply of the Goods and Services.
- (b) The Supplier must comply with MLPL's reasonable health and safety or environmental directions.

10. Indemnity

The Supplier indemnifies MLPL and each of its employees and agents against any damages, loss, claim, expense, or cost (on a solicitor and own client basis) which any of them suffers as a direct result of any failure to provide the Services or Goods in accordance with the Contract or any other breach of the Contract, except to the extent that such loss, damage, claim, action or expense is directly caused by the negligence of MLPL or its employees.

11. Insurance

- (a) The Supplier must obtain and maintain insurance coverage at all relevant times sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the provision of the Services and Goods including professional indemnity, workers compensation insurance (for the maximum amount required by law), public liability insurance (for not less than \$20,000,000) and, if applicable, products liability insurance (for not less than \$20,000,000).
- (b) On request, the Supplier must provide MLPL with evidence of the currency of any insurance the Supplier is required to obtain under the Contract.

12. Intellectual Property

- (a) The Supplier warrants that it has provided MLPL with an irrevocable, royalty free, non-exclusive, transferable, perpetual licence to exercise all the rights of the owner of the Intellectual Property Rights associated with the Goods and Services, for any Reasonable Purpose.
- (b) The Supplier indemnifies MLPL and each of its employees and agents against any damages, reasonable costs, or claims, including reasonable legal costs on a solicitor and own client basis, arising from the infringement of any Intellectual Property Right in relation to the Goods or Services, except to the extent that such loss, damage, claim, action or expense is directly caused by the negligence of MLPL or its employees.

13. GST

- (a) Terms used in this clause have the same meanings given to them in the GST Act.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Contract are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with the Contract, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.

14. Modern Slavery

- (a) The Supplier must, at its own cost (subject only to the express provisions of the Contract), comply with all Modern Slavery Laws in carrying out the supply of Goods or Services under the Contract.
- (b) The Supplier represents and warrants that neither the Supplier nor any of its officers, agents, or employees:
 - (i) has been convicted of any offence involving Modern Slavery Laws; or
 - (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, or breach or alleged breach of, or in connection with any Modern Slavery Laws; or
 - (iii) is aware of any circumstances within the Supplier's supply chain that could give rise to an investigation, inquiry or enforcement proceedings by any governmental,

administrative or regulatory body regarding any offence or alleged offence, or breach or alleged breach of, or in connection with any Modern Slavery Laws.

- (c) Without limiting clause 14(a), the Supplier:
- (i) must comply, and must use all reasonable endeavours to procure that all persons in its supply chains at all times comply, with all Modern Slavery Laws; and
 - (ii) must not, and use all reasonable endeavours to procure that all persons in its supply chains do not, do anything to put MLPL in breach of any Modern Slavery Laws, including by implementing appropriate policies and due diligence procedures and using reasonable endeavours to obtain and exercise audit rights with respect to its suppliers and subcontractors.
- (d) The Supplier must notify MLPL in writing as soon as practicable after the Supplier becomes aware of any actual or reasonably anticipated breach of any of the provisions of this clause 14, and take all actions necessary to return to compliance. Such notice must set out full details of the circumstances concerning the actual or potential breach of any Modern Slavery Laws.
- (e) The Supplier must provide MLPL with all information reasonably requested by MLPL in connection with the Supplier's compliance with this clause 14.
- (f) The Supplier must, during the term of the Contract and for a period of six (6) years thereafter, maintain such records relating to the Goods or Services provided to MLPL under the Contract as may be necessary to trace the supply chain of such Goods or Services and to enable MLPL to determine the Supplier's compliance with this clause 14, including records relating to its structure, operations and supply chains, the risks of Modern Slavery in its operations and supply chains including that of its subsidiaries, the actions taken by it to assess and address those risks, including due diligence and remediation processes (including anti-Modern Slavery policies and processes) and how it assesses the effectiveness of those actions.
- (g) MLPL may, at its cost and on reasonable notice to the Supplier, request and inspect the records described in clause 14(f) at any time during the period described in that clause.
- (h) MLPL (or a third party acting on its behalf) shall have the right, from time to time and at its own cost, to audit the Supplier's operations, facilities and working conditions, procedures and systems to satisfy itself as to the Supplier's compliance with the Contract (including without limitation this clause 14 and, for that purpose, the Supplier agrees to do all things reasonably requested by MLPL, including by permitting access to its premises during normal working hours, upon receipt of reasonable notice, and using reasonable endeavours to procure access to any premises of the Supplier's sub-contractors or agents where the manufacture of Goods or performance of Services is being carried out.

- (i) The Supplier shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to clause 14(h), within such timeframe as is reasonably specified by MLPL. The nature of the remediation action to be taken is at the discretion of the Supplier, but such action must address the relevant findings of the audit.
- (j) MLPL may, by notice to the Supplier, require that the Supplier immediately cease undertaking the supply of Goods or the provision of Services or any other activity carried out by the Supplier if MLPL in its absolute discretion considers that there has been a non-compliance with any of the obligations under this clause 14. If MLPL gives such a notice:
 - (i) the Supplier must, at the Supplier's cost, immediately rectify the non-compliance or breach referred to in MLPL's notice to MLPL's satisfaction; and
 - (ii) if the Supplier fails to comply with its obligations under clause 14(j) the Supplier will be deemed to be in breach of clause 14 until such breach is rectified to MLPL's satisfaction.
- (k) If the Supplier fails to comply with clause 14, or MLPL forms the opinion on reasonable grounds that the Supplier has breached or is reasonably anticipated to breach clause 14, MLPL may terminate the Contract immediately upon written notice to the Supplier. The rights contained in this clause 14(k) are in addition to and supplement the rights of termination contained in the remainder of the Contract.
- (l) To the extent permitted by law, the Supplier agrees to indemnify MLPL against any liabilities, claims, fines, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by MLPL in connection with a breach of this clause 14 by the Supplier.

15. Miscellaneous

15.1 General

- (a) The Contract is governed by the laws of the State of Tasmania.
- (b) Clauses 5, 9(b), 12 and 14(f) survive the termination of the Contract.
- (c) The Contract may only be varied by agreement in writing.
- (d) The Supplier will treat as confidential any information or documents that the Supplier should reasonably have known was confidential, including (without limitation), pricing details, customer information, technical data and contract documents.
- (e) The Supplier must not sub-contract to any third person any of its obligations in relation to the Goods or Services without the prior written consent of MLPL (which may be given or withheld in its discretion). The Supplier will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

- (f) Time is of the essence in relation to the provision of the Services and delivery of the Goods.
- (g) If requested by MLPL, the Supplier must procure that any personnel complete and submit to MLPL a conflict of interest declaration in a form reasonably satisfactory to MLPL, prior to those personnel becoming involved in the provision of any Goods or Services under the Contract.

15.2 Electronic signature policy

The parties agree as follows:

- (a) To the extent permitted by law, a party may sign the Contract electronically, including by using software or a platform for the electronic execution of contracts.
- (b) A print out of the executed Contract once all parties signing electronically have done so, will be an executed original counterpart of the Contract irrespective of which party prints it.
- (c) Each party that signs the Contract electronically represents and warrants that it or anyone signing on its behalf:
 - (i) has been duly authorised to enter into and execute the Contract electronically and to create obligations that are valid and binding obligations on the party;
 - (ii) has affixed their own electronic signature; and
 - (iii) holds the position or title indicated under their electronic signature.

16. Definitions

In this document:

Contract has the meaning given in clause 1.

Contract Sum means the amount shown on the Purchase Order as the 'Order Total', exclusive of GST.

Defect means any part or aspect of the Goods which is not in compliance with the requirements of the Contract or is otherwise unfit for a Reasonable Purpose.

Due Date means the date for the delivery of the Goods or provision of the Services as specified in the Purchase Order.

Goods means the goods (or any of them) described in the Purchase Order.

GST has the meaning given to that term under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Right means any patent, trademark, copyright, or other protected right.

MLPL means Marinus Link Pty Ltd (ABN 47 630 194 562) of 1-7 Maria Street, Lenah Valley, Tasmania.

Modern Slavery means slavery, servitude, forced labour, trafficking in persons (including orphanage trafficking of children), forced marriage, child labour, debt bondage and other slavery-like practices as defined in the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW) and the crimes outlined in Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth).

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW), Divisions 270 and 271 of the *Criminal Code 1995* (Cth) and any other anti-Modern Slavery laws or regulations in force in Australia.

Order Number means the unique number created by MLPL to identify the Contract, as communicated to the Supplier.

Reasonable Purpose means the business purpose of MLPL which is specified in or reasonably implied from the Specification or, in the absence of a Specification, the purpose for which the Goods or Services would ordinarily be used.

Services means the services (or any of them) described in the Purchase Order.

Specification means the specifications to which the Goods must comply, including a Reasonable Purpose, any performance requirements, technical constraints and quality standards, specified in the Purchase Order.

Supplier means the person named as the supplier in the Purchase Order.