

SUPPLIER AGREEMENT – MAJOR
(Supplied Goods over \$50,000)



1. Application of Terms & Conditions

- a) These Terms & Conditions apply to and govern the purchaser order entered into by a supplier of goods and/or services ("SUPPLIER") ("Agreement"), whereby goods and/or services are supplied to CV Services Group Pty Ltd (ACN 128 857 447) or its subsidiary companies (collectively "PURCHASER").
- b) An offer made by the SUPPLIER to supply goods and/or services shall not be binding on the PURCHASER until the Purchaser has issued a purchase order.
- c) Any quotation or tender submitted by the SUPPLIER remains valid for 30 days from the date of such quotation or tender.
- d) The Terms & Conditions represent the entire agreement between the SUPPLIER and PURCHASER and superseded any previous arrangements or representations, whether oral or in writing.

2. Price

- a) Unless stated otherwise, the prices quoted by the SUPPLIER for the supply of goods and/or services exclude goods and services tax (GST).
- b) The PURCHASER must pay GST (where required by legislation), without deduction or set off of any other amount, at the same time as paying the price.
- c) The prices quoted by the SUPPLIER include the cost of packing the goods in accordance with SUPPLIER's standard practice and all other costs required to perform in accordance with the Agreement.

3. Payment

- a) The SUPPLIER must issue a valid tax invoice identifying the goods and/or services supplied and attaching a copy of the delivery dockets or receipts within 2 business days after the end of the calendar month in which the goods or services were supplied.
- b) All invoices issued by the SUPPLIER are due and payable as per PURCHASER'S payment terms (45 days from end of month in which the invoice was received) and subject to any amounts disputed by the PURCHASER.

4. Delivery

- a) Unless otherwise agreed, where the PURCHASER has nominated an address for delivery, the SUPPLIER must deliver the goods to that nominated address.
- b) The SUPPLIER bears responsibility for unloading goods at the point for delivery nominated by the PURCHASER.
- c) The PURCHASER will provide adequate and proper facilities for the reception and storage of goods and warrants that those facilities comply with all relevant statutes or regulations, including health and safety regulations, and that all necessary permits and licenses have been obtained for the storage of the goods.
- d) Where goods are delivered to the nominated, the SUPPLIER shall be deemed to have delivered the goods in accordance with the Agreement if it obtains a receipt or signed delivery docket for the goods from a person authorised to accept the goods on behalf of the PURCHASER.
- e) If the nominated address is unattended or if delivery cannot otherwise be affected or the goods cannot be dispatched due to any act, matter or thing beyond the control of the SUPPLIER, the SUPPLIER must promptly advise the PURCHASER and deliver the goods in accordance with the directions of the PURCHASER.
- f) If the parties agree in writing, the SUPPLIER may supply goods and/or services in instalments and these Terms & Conditions of Sale shall apply to each and every supply of goods and/or services.

- g) The SUPPLIER must deliver the goods by the date for supply of goods and/or services agreed between SUPPLIER and the PURCHASER.
- h) The SUPPLIER must immediately give written notice to the PURCHASER upon becoming aware that an event may cause a delay to the delivery of goods by the date of supply of goods and/or services.
- i) Subject to clause 10, the SUPPLIER must compensate the PURCHASER for any reasonable costs or expenses incurred as a result of a delay in the delivery of the goods and/or services. For the avoidance of doubt delay shall include failure to meet identified Milestones as detailed in the purchase order.

5. Claims

- a) Without limiting the application of the Australian Consumer Law, if a good is lost, damaged or destroyed whilst in the SUPPLIER's care or if a defect is discovered within 30 days from the date of delivery, the PURCHASER, at its option, may require that the good be replaced, or repaired or that a refund be provided for the good.
- b) The PURCHASER will notify the SUPPLIER in writing within a reasonable time if the goods delivered to the PURCHASER do not match the order after the date of delivery.
- c) Goods may be returned within 30 days from the date of the original invoice. In all cases the original invoice must be quoted and return freight must be prepaid by the SUPPLIER.

6. Warranty and Liability

- a) The SUPPLIER warrants that the goods:
 - i. are new, of merchantable quality, fit for purpose and conform with their description and are free of defects; and
 - ii. comply with all relevant standards and regulatory requirements.
- b) The SUPPLIER warrants that at all times it will exercise due skill, care and diligence in the provision of the goods and /or services in accordance with good industry practice.
- c) SUPPLIER warrants all goods &/or services supplied for a period of 12 months from PURCHASES practical completion date for the project for which goods & services are supplied.

7. Passing of Title and Risk

- a) Title in the goods passes to the PURCHASER immediately upon taking possession of the relevant goods.
- b) The risk of loss or damage to goods shall pass to the PURCHASER at the time of delivery made in accordance with clause 4.

8. Drawings, Documentation and Information

- a) Any descriptive and shipping specifications, illustrations, drawings, data, dimensions and weights, either submitted by the SUPPLIER with a quotation or tender or otherwise provided by the SUPPLIER to the PURCHASER forms part of any Agreement entered into between SUPPLIER and the PURCHASER.
- b) Any drawings, other documents or information provided by one party ("Discloser") to the other party ("Receiver") remains the property of the Discloser and constitutes confidential information of the Discloser (to the extent that it is not in the public domain). The Receiver shall keep all such drawings, other documents and information confidential and shall not disclose it other than as required by law or permitted by the Discloser.

9. Termination

- a) The PURCHASER may terminate the Agreement without further notice if the SUPPLIER:
 - i. is in breach of any term of the Agreement and fails to remedy the breach within 14 days' notice in writing by the PURCHASER specifying the breach and requiring the SUPPLIER to remedy it;
 - ii. is declared bankrupt, resolves to go into voluntary administration or liquidation or has a petition for bankruptcy or winding up presented against it or enters into a scheme of arrangement with its creditors or if any liquidator, administrator, receiver or official manager is appointed in respect of the SUPPLIER or if anything analogous occurs in respect of the SUPPLIER.
- b) The SUPPLIER must indemnify the PURCHASER for any loss or damage the PURCHASER suffers or incurs as a result of the termination of this Agreement due to the SUPPLIER's acts or omissions, including but not limited to any costs and expenditure incurred by the PURCHASER due to the termination.

10. Force Majeure

- a) Should the SUPPLIER be delayed, hindered, or otherwise prevented from supplying the goods in accordance with the terms of this Agreement by reason of events or circumstances beyond the reasonable control of the SUPPLIER, including but not limited to Acts of God, wars, riots, strikes, lockouts, accident, storm, fire, flood or any other circumstances affecting the supply of goods or services, then SUPPLIER shall not be liable to the PURCHASER for any loss or damage which may be suffered by the PURCHASER whether as a direct or indirect result of any such occurrences.

11. Insurance

- a) The SUPPLIER must effect and maintain the following insurance policies:
 - i. public liability;
 - ii. workers compensation; and
- b) On request from the PURCHASER, the SUPPLIER must provide evidence of the insurance policies required under this Agreement.

12. Law and Jurisdiction

- a) This Agreement shall be governed by and construed in accordance with the laws of Queensland, Australia and the parties agree to submit to the exclusive jurisdiction of the courts of Queensland