

1. Terms of Contract

Acceptance of this Purchase Order shall be deemed to be an acceptance of these Terms and Conditions. The agreement with Lipman Pty Limited or Lipman (QLD) Pty Ltd ("Lipman") in relation to this Purchase Order shall be governed exclusively by the terms of this order. Delivery of the goods or performance of the services described in this Purchase Order shall be conclusive evidence of the unconditional acceptance of these terms by the Supplier.

2. Conformance with Description

The Supplier acknowledges that it is required to supply goods strictly in accordance with the description provided in this Purchase Order. In the event that goods are supplied which, in the sole discretion of Lipman are found not to conform with the description in this purchase order, Lipman may:

- i) reject the goods in whole,
- ii) reject the goods in part, or
- iii) accept the goods and services as delivered.

In the event that Lipman chooses to reject the goods in part, Lipman shall, at its sole discretion discount the value of the purchase order accordingly.

3. Warranties

The Supplier warrants that:

- i) the supplied goods are fit for their intended purpose where an intended purpose is known or ought reasonably to be known by the supplier;
- ii) the supplied goods are free from any claim by third parties, whether due to a retention of title clause or otherwise;
- iii) it has complied with all laws and regulations relating to the nature, packaging, labelling or carriage of the goods the subject of the order;
- iv) all goods supplied conform with the requirements of the Work Health and Safety Act, and associated legislation and regulations;
- v) all goods comply with the requirements of any applicable Australian Standard;
- vi) all equipment has been tested and certified as complying with Work Health and Safety Act requirements, and
- vii) that the title to the goods shall pass to Lipman absolutely and without any encumbrance or limitation on delivery.

4. Indemnity

The Supplier hereby indemnifies and keeps indemnified Lipman in respect of any liability for breach of the warranties in Clause 3 or death, personal injury or loss or damage to property, including economic or consequential loss, consequent upon or in any way related to the goods supplied in respect of the Purchase Order.

5. Delivery Hours

All goods purchased shall be delivered to the address and by the due date noted in the Purchase Order. In the event the goods are delivered after the due date the goods shall be treated as non-conforming goods and the provisions of Clause 2 shall apply. If no delivery date is noted in the Purchase Order the goods shall be delivered within a reasonable time having regard to their nature and availability. Goods shall only be deliverable between hours of 7.00am and 3.00pm. All goods delivered shall be accompanied by a delivery document which must be signed by a representative of Lipman indicating their name, time and date of receipt of the goods. Any such acknowledgement of receipt shall not be construed as acceptance of the goods as goods conforming with the

Purchase Order. The delivery documentation shall recite the Lipman Purchase Order number to which it relates.

6. Invoices

Invoices shall be sent directly to Lipman Head Office at the following address: Locked Bag 2106 North Sydney NSW 2060. Invoices received at the address above by the 28th day of each month shall be due and payable on the last day of the next succeeding month. Invoices received after the 28th day of the month shall be treated as being received prior to the 28th day in the next succeeding month.

7. Title

Subject to the provisions of Clause 2, title to the goods shall pass to Lipman on delivery in accordance with the terms of this Order.

8. Safety Records/Information Required

SDS's to be supplied with all deliveries of chemicals including fuels. Electrical test records must be provided for electrical equipment supplied with leads. Safe operating instructions (in English) & maintenance/inspection records must be supplied with all plant and equipment delivered. Provide noise emission information for all plant and equipment. PPE to comply with relevant Australian Standard. Provide Instructions on use, fitting, storage and maintenance of PPE products.

9. Suppliers Safety Requirements

All persons entering Lipman's site compound must follow Lipman's instructions and obey signs whilst on site.

10. Subcontracting

The Supplier must not subcontract the performance of the work under this Purchase Order without the written consent of Lipman. The Supplier remains responsible for the performance of the work under the Purchase Order notwithstanding any subcontract. The Supplier is liable for the acts and omissions of any subcontractor as if they were the acts or omissions of the Supplier and to the extent permissible by Section 3A, Part 4 of the Civil Liability Act is excluded in relation to any work under the Purchase Order.

11. Quality Assurance

When requested, the Supplier shall submit proposed inspection and test plans to Lipman for approval prior to commencement of works. Completed records demonstrating the work has been carried out in accordance with the relevant specifications and standards shall be provided to Lipman on completion. All monitoring and measurement devices used to verify conformance of the Works to this Purchase Order shall be calibrated.

12. Human Rights

The Supplier must in supplying the goods ensure all the Supplier's employees, agents, distributors and subcontractors are aware of and at their own expense comply with Lipman's human rights and modern slavery expectations documented in the Supplier Code of Conduct. (Lipman Supplier Code of Conduct is available for download via Lipman's Website <https://lipman.com.au/supplier-code-of-conduct/>).