

## General Terms and Conditions of Purchase

### 1. Purchase Order Terms

- 1.1. These Terms and Conditions will apply whenever we issue a Purchase Order. You will be deemed to have accepted the Contract by proceeding with the supply of Products, or otherwise by confirming your acceptance. Any terms and conditions in your quote, offer or any other document supplied by you do not apply to the supply of the Products unless we expressly agree otherwise in writing. Where additional terms or conditions do apply, this Contract shall prevail in case of any inconsistency.
- 1.2. The Purchase Order prevails in case of any inconsistency with these Terms and Conditions.

### 2. Delivery

- 2.1. You must supply Products as, where and when specified in our Purchase Order.
- 2.2. We may direct you to vary the details of delivery (at any time) in writing at no further cost to us, except where the additional cost to you to comply with the variation would exceed 5% of the total price in the Purchase Order. You must keep us informed of any delays or other matter which may affect the delivery of Products.

### 3. Quality

- 3.1. You must, and all Products you supply must, strictly comply with all applicable laws, industry best practices, regulations, codes and Australian Standards, and with our Purchase Order (including any performance criteria).
- 3.2. Goods must be new, fit for the purpose for which they are acquired, free from damage and defects in workmanship and materials and of merchantable quality. Services must be performed to a high standard of professional care and skill by appropriately trained and qualified personnel.
- 3.3. Without limiting clause 3.2, you must assign to us the benefit of any warranty or guarantee given by the manufacturer in respect of goods.
- 3.4. The Products must be safe, durable, free from defects, fit for purpose and delivered and performed with the standard of diligence, due care and skill normally exercised by a prudent and competent supplier supplying equivalent goods and services.
- 3.5. We may reject Products which do not comply with our Purchase Order or these Terms and Conditions, even if we have previously inspected or accepted them. Where Products are rejected, you must as soon as practicable, at our option and at your expense in all things:
  - (a) replace, repair or re-supply the Products at your expense; or
  - (b) refund to us any amount we paid for the rejected Products.
- 3.6. For the avoidance of doubt, the remedies in clause 3.4 do not limit and are in addition to any claim (whether under the Contract or at common

law) which we may make for any Loss howsoever arising from the rejected Products.

### 4. Price and payment

- 4.1. The price for Products is the price stated in the Purchase Order and is not subject to adjustment for any reason.
- 4.2. Unless the Purchase Order expressly states otherwise, it includes:
  - (a) any applicable GST;
  - (b) all costs of any kind, including (but not limited to) packing, insurance and delivery charges and all taxes and duties.
- 4.3. You may only invoice us on a negotiated payment schedule or after all Products have been delivered or completed to our satisfaction. Your invoice must:
  - (a) be correctly addressed;
  - (b) identify our order number;
  - (c) be a valid tax invoice for GST purposes; and
  - (d) where we request it, be accompanied by documentation substantiating the amount claimed.
- 4.4. We will pay all correctly rendered and undisputed invoices by electronic funds transfer within 30 days of receipt of invoice
- 4.5. If we dispute an invoice:
  - (a) payment is suspended until the dispute is resolved; and
  - (b) you must give us any information or document we request in relation to the invoice or the dispute.
- 4.6. As well as any of our other rights, we may deduct from your invoice any amount you owe us (including under any indemnity).

### 5. Title and risk

- 5.1. Title to and risk in Products passes to us on delivery.
- 5.2. You warrant that:
  - (a) you have complete ownership of the Products free of any encumbrances;
  - (b) we will receive clear and complete title to the Products free from any encumbrances; and
  - (c) no claim of infringement of moral rights will be brought against us by your employees or agents.
- 5.3. Any intellectual property rights created from your performance of this contract vest in and are assigned to us on creation.
- 5.4. Title in the Goods passes to us on the earlier of payment or delivery.

### 6. Our materials

- 6.1. Any tools, patterns, designs, drawings, dies or other material used in supplying or manufacturing the Products and that is paid for or supplied by us ('our materials') is our property.

- 6.2. While our materials are in your possession, you:
- hold them solely as our bailee;
  - must store them securely and maintain them in good repair;
  - must use them only for the purpose of performing this contract; and
  - must return them to us on demand.

## 7. Confidentiality

You must keep our confidential information (which includes information about our members and employees) confidential and not directly or indirectly disclose, use, record, memorise, reverse engineer or copy it for any purpose other than to perform your obligations under this Contract, without our prior written approval.

## 8. Privacy

You must:

- comply, and must ensure that your employees comply, with all requirements set out in the Privacy Laws; and
- handle the collection, disclosure, storage and use of personal information in a manner consistent with the Australian Privacy Principles in the Privacy Laws.

## 9. Indemnity and insurance

- 9.1. You indemnify and will keep indemnified us, our officers, employees, agents and customers against any and all Loss arising out of or in connection with:
- your performance or breach of this Contract;
  - any Products you supply;
  - a claim by a third party that the Products infringe their intellectual property rights; or
  - any negligent or wilfully wrong act or omission by you, your employees, agents and contractors.
- 9.2. Clause 9.1 does not apply to the extent that any Loss is directly caused or contributed to by any wrongful or negligent act or omission by us. The indemnity in this clause 9 survives termination of this Contract.
- 9.3. You must effect and maintain appropriate insurance policies covering all risks relating to the Products you supply from the date of this Contract until 5 years after you complete full delivery of the Products to us. You must provide us with proof of your insurance upon request, at your cost. The insurance policies must include (where relevant), but are not limited to:
- workers compensation insurance in accordance with applicable awards or legislation;
  - a public risk insurance policy for an amount, in respect of any single occurrence, of not less than \$20 million; and
  - a professional indemnities insurance policy

for an amount, in respect of any single occurrence, of not less than \$5 million.

## 10. Subcontracting

You must not subcontract the whole or any part of your obligations under this contract without our prior written approval, which we will not unreasonably withhold. You will remain principally liable for the performance of this contract and the acts and omissions of any subcontractor.

## 11. Termination

- 11.1. As well as our other rights, we may terminate this Contract any time by notice where you fail to remedy any of the following within 7 after having received notice from us:
- you fail to supply Products by the date required in this Contract;
  - you breach this Contract; or
  - you become or threaten to become insolvent or bankrupt or enter into a compromise or arrangement with creditors or any form of external administration.
- 11.2. We may, by notice to you, cancel the Purchase Order or any part of it at any time and for any reason. You will not have any claim against us for any Loss arising out of our termination under this clause except for payment for any Products supplied prior to cancellation and reasonable compensation for costs relating to any partially completed Services or Goods, which you cannot recoup or use for any subsequent supply.

## 12. Modern Slavery

You undertake, warrant and represent that:

- 12.1. neither you nor any of your employees, personnel or subcontractors have:
- committed an offence under the MSA (MSA Offence); or
  - been notified or are subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA; or
  - become aware of any circumstances within your supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA;
- 12.2. you will comply with the MSA antislaavery and human trafficking policy;
- 12.3. you will notify us immediately in writing if you or any of your employees, personnel or subcontractors become aware or have reason to believe that you or any of your employees, personnel or subcontractors have breached or potentially breached any obligations under this clause. Such notice will set out full details of the circumstances concerning the breach or potential breach of the obligations under the MSA; and
- 12.4. you will provide all reasonable assistance (including the provision of information and

access to documents and your employees as we may require) to us to enable us to comply with our obligations under the MSA.

### 13. General

- 13.1. The Contract comprises the entire agreement between the parties in respect of its subject matter and supersedes all prior negotiations, representations or agreements of any kind.
- 13.2. Time is of the essence with respect to your obligations in this Contract.
- 13.3. If any provision of the Contract is determined to be void by any Court then that determination does not affect any other provision of the Contract.
- 13.4. A waiver by us is only effective if it is in writing, signed by us. Our consent to a breach of this contract is not a consent to any subsequent breach.
- 13.5. An amendment or variation to the Contract is not effective unless it is in writing and agreed by us prior to the supply of additional or varied Products.
- 13.6. You must not assign the Contract or any part of your obligations under the Contract without our prior written consent, which we will not unreasonably withhold.
- 13.7. Without prejudice to any other rights, we may deduct from or set off against any monies which may be, or become, payable to you any costs, expenses or damages which are due from the you to us, or which the we have incurred or reasonably consider that we might in the future incur, whether under or in connection with this Contract or through any other arrangement we may have with you outside of this Contract.
- 13.8. This Contract is governed by and is to be interpreted in accordance with the laws in force in Western Australia.
- 13.9. The parties are independent contractors. No relationship of employment, agency, partnership or joint venture is created by this contract.
- 13.10. If a provision of this Contract is unenforceable for any reason, it shall be read down to the point of severance. This Contract must not be construed to our disadvantage merely because we prepared them.

### 14. Interpretation

In these Terms and Conditions:

- 14.1. The singular includes the plural and vice versa.
- 14.2. A person includes a firm, body corporate, unincorporated association or authority and reference to a person includes their executors, administrators, successors, substitutes and assigns.
- 14.3. A reference to '\$' is a reference to Australian currency.
- 14.4. 'Including' and similar expressions are not words of limitation.
- 14.5. Headings are for convenience only.

### 15. Definitions

**Contract** means any Purchase Order and these Terms and Conditions.

**Goods** means goods set out in our Purchase Order.

**Loss** means any loss, damage, expense, payment or liability, whether direct or indirect, and includes consequential loss, damage or expense (including but not limited to loss of profit or revenue, loss of market or loss of contracts or damage to commercial reputation).

**MSA** means the *Modern Slavery Act 2018* (Cth).

**Privacy Laws** means the *Privacy Act 1988* (Cth), as amended, and all associated legislation and regulations.

**Products** means any goods or services supplied by you and includes any deliverable resulting from a service.

**Purchase Order** means the written order provided by us for the supply of the Products.

**Services** means services set out in our Purchase Order.

**Terms and Conditions** means these terms and conditions.

**'Us', 'we' or 'our'** means Rise Network Inc ABN 84378990136.

**'You' or 'your'** means the supplier of Products.