

Purchase Order for Goods and/or Services from Supplier

Serco Australia Pty Ltd Terms and Conditions

1. Definitions

For the purpose of these Conditions:

- (a) “**Agreement**” means the Order and the Supplier’s acceptance of the Order;
- (b) “**Anti-Corruption Laws**” means the Australian Criminal Code Act, UK Bribery Act, US Foreign and Corrupt Practices Act (as may be amended or replaced) and any other anti-bribery or anti-corruption laws that are applicable to the Purchaser, the Supplier and/or this Agreement or related document;
- (c) “**Conditions**” means these terms and conditions;
- (d) “**Goods**” means any goods and/or services agreed in the Order to be purchased by the Purchaser from the Supplier (including any part or parts of them);
- (e) “**Intellectual Property Rights**” means copyright, all rights in relation to inventions (including patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts, know-how, confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (f) “**Order**” means the Purchaser’s written instruction for the Supplier to supply the Goods, incorporating these Conditions;
- (g) “**Privacy Laws**” means the *Privacy Act 1988* (Cth), as amended, and all associated legislation and regulations.
- (h) “**Purchaser**” means Serco Australia Pty Ltd (ABN 44 003 677 352) or any related entity placing the Order; and
- (i) “**Supplier**” means the person, firm or company who accepts the Purchaser’s Order.

2. Supplier’s Conditions and Obligations

2.1 The Order contains the entire agreement and understanding between the parties. No other terms will be binding on the Purchaser unless expressly agreed to in writing by the Purchaser.

2.2 The Supplier is taken to have accepted the Order by indicating its acceptance by oral or written communication or by conduct that is consistent with the existence of a contract. For example, if the

Supplier starts to perform its obligations under the Order.

2.3 The Supplier must in supplying the Goods:

- (a) not interfere with the Purchaser’s activities or the activities of any other person at the delivery address;
- (b) be aware of and comply with and ensure that the Supplier’s employees, agents and contractors

are aware of and comply with: (i) all applicable laws including Anti-Corruption Laws; (ii) all Purchaser site standards and procedures, to the extent that they are applicable to the supply of the Goods by the Supplier; and (iii) all lawful directions and orders given by the Purchaser’s

representative or any person authorised by law to give directions to the Supplier;

(c) ensure that the Supplier’s employees, agents and contractors entering the Purchaser’s premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice: (i) safe working practices; (ii) safety and care of property; and (iii) continuity of work; and (d) provide all such information and assistance as the Purchaser may reasonably require in connection with any statutory or health or safety investigation or any other matter required by law in connection with the supply of the Goods.

3. Deliveries

3.1 Delivery and any other costs associated with the supply of the Goods will be at the Supplier’s own expense unless otherwise stated on the Order. Goods will be delivered to the Purchaser by the date specified on the Order, or, if a date is not specified, within 30 days of the date of the Order. If the Supplier fails to make delivery of the Goods at the time agreed upon, the Purchaser reserves the right to cancel, purchase elsewhere and hold the Supplier accountable for any additional costs or damages incurred by the Purchaser.

3.2 The Goods must be delivered, freight paid, to the Purchaser’s place of business or to such other place of delivery as is agreed by the Purchaser in writing prior to delivery of the Goods. The Supplier must off-load the Goods at its own risk as directed by the Purchaser.

3.3 The Supplier must ensure that each delivery is accompanied by a delivery note which includes the Purchase Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

3.4 Unless otherwise stipulated by the Purchaser in the Order, deliveries must only be accepted by the Purchaser in normal business hours. If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Purchaser reserves the right to:

- (a) cancel the Agreement in whole or in part;
- (b) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (c) recover from the Supplier any expenditure reasonably incurred by the Purchaser in obtaining the Goods in substitution from another supplier; and
- (d) claim damages for any additional costs, loss or expenses incurred by the Purchaser which are in

any way attributable to the Supplier's failure to deliver the Goods on the due date.

3.5 Where the Purchaser agrees in writing to accept delivery by instalments the Agreement must be construed as a single contract in respect of each instalment. Failure by the Supplier to deliver any one instalment will entitle the Purchaser at its option to treat the whole Agreement as repudiated.

3.6 The Purchaser will not be deemed to have accepted the Goods until it has had 45 days to inspect them following delivery. The Purchaser will also have the right to reject the Goods as though they had not been accepted for 45 days after any latent defect in the Goods has become apparent.

3.7 The Goods will remain at the risk of the Supplier until delivery to the Purchaser is complete (including off-loading and stacking) when ownership of the Goods will pass to the Purchaser.

4. Prices

The price of the Goods must be stated in the Order and unless otherwise agreed in writing by the Purchaser must be exclusive of GST but inclusive of all other charges. No variation in the price or extra charges will be accepted by the Purchaser.

5. Payment

5.1 The Purchaser must pay the price of the Goods that are delivered and accepted pursuant to these Conditions within 45 days of the date of valid invoice as received from the Supplier but time for payment must not be of the essence of the Agreement. **5.2** Without prejudice to any other right or remedy, the Purchaser reserves the right to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable by the Purchaser to the Supplier under the Agreement.

5.3 Payment will be made only on a correctly rendered tax invoice. Invoices which fail to correctly quote an Order number or are otherwise incorrect may be returned unpaid.

6. Quantities

Delivery of Goods must equal exact amounts ordered unless otherwise agreed by the Purchaser. If the Goods are delivered to the Purchaser in excess of the quantities ordered the Purchaser will not be bound to pay for the excess and any excess will be and must remain at the Supplier's risk and will be returnable at the Supplier's expense.

7. Warranty

The Supplier warrants that all Goods delivered must be free from defect of materials or workmanship and must conform strictly to the details contained in the Order including any specifications, drawings or sample specified or

furnished. This warranty will survive any inspection, delivery, acceptance or payment by the Purchaser of the Goods.

8. Quality and Defects

The Goods must be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and specification and/or patterns supplied or advised by the Purchaser to the Supplier. The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.

9. Inspection

9.1 All Goods will be subject to the Purchaser's (and any of the Purchaser's clients if necessary) inspection and test at all times before, during or after manufacture. The Supplier must furnish without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors. Final inspection and acceptance will be on the Purchaser's premises unless otherwise specified.

9.2 The Purchaser will have the right to reject and return at the Supplier's expense or in its discretion, to require the correction or replacement of Goods which are defective or do not conform to the requirements of the Order. All rejects must be held at the Supplier's risk and expense, including all transportation and handling costs, until returned to the Supplier or corrected by the Supplier.

10. The Purchaser's Property

10.1 All material including tools, furnished or specifically paid for by the Purchaser will be: (a) the property of the Purchaser; (b) subject to removal at any time without additional cost upon demand by the Purchaser; (c) used only for filling orders from the Purchaser; and (d) kept separate from other materials or tools and will be clearly identified as the property of the Purchaser. The Supplier assumes all liability for loss or damage, with the exception of normal wear and tear and agrees to supply detailed statements of inventory upon request by the Purchaser.

10.2 Materials, equipment, tools, dies, moulds, or any other forms of Intellectual Property Rights in all drawings, specifications, data or other materials supplied by the Purchaser to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods must at all times be and remain the exclusive property of the Purchaser but must be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Purchaser and must not be disposed of other than in accordance with the Purchaser's written instructions, nor will such items be used otherwise than as authorised by the Purchaser in writing.

11. Confidentiality and Privacy

11.1 The Supplier must keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Purchaser or its agents and any other confidential information concerning the Purchaser's business or its products which the Supplier may obtain and the Supplier must restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the Purchaser and must ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

11.2 The Supplier must: (a) comply, and must ensure that its officers, employees and contractors comply, with all requirements set out in Privacy Laws; and (b) handle the collection, disclosure, storage and use of personal information in a manner consistent with the National Privacy Principles in the Privacy Laws.

11.3 The Supplier agrees and acknowledges that the Purchaser is permitted, without requiring the Suppliers' prior written consent, to disclose details of the Supplier and provide copies of Orders and related information, to any third party (or its nominee) which has engaged the Purchaser to provide services at a site to which Goods are delivered.

11.4 The Supplier must comply with, and must ensure that all Supplier personnel comply with Serco's privacy policy in respect of any personal information disclosed to the Supplier by Serco or acquired by the Supplier in connection with the Goods. A copy of Serco's privacy policy can be obtained at <http://www.serco-ap.com.au/privacy-policy> . The Supplier should read the Collections Statement annexed to these terms.

12. Intellectual Property Rights

12.1 Each party grants to the other party a perpetual, non-exclusive, royalty-free licence to use its Intellectual Property Rights subsisting in any materials it provides or makes available to the other party under or in connection with the Goods.

12.2 The Supplier assigns to Purchaser all Intellectual Property Rights created or developed by the Supplier, or on Supplier's behalf, to meet Purchasers' requirements under or Order or otherwise in the course of providing the Goods ("**Developed IP**"). To the extent the Supplier is not the owner of any Developed IP, the Supplier must procure, at its' own cost, that the owner assigns its rights in the Developed IP to the Purchaser.

12.3 To the extent permitted by law, the Supplier will obtain, at the Purchaser's request, from the Supplier personnel whose Moral Rights (as

defined in the *Copyright Act 1968* (Cth)) may be affected all irrevocable consents necessary to allow the Purchaser to exercise rights in the Developed IP.

13. Anti-Corruption and Anti Bribery

13.1 The Supplier undertakes that it will comply with the Anti-Corruption Laws and must not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of this Agreement. For the purposes of this section, "bribes or corrupt actions" mean any payment, gift or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under Anti-Corruption Laws.

13.2 The Supplier must co-operate with the Purchaser and promptly provide the Purchaser with any information which the Purchaser requires from time to time in connection with this clause 13.

13.3 The Supplier must immediately notify the Purchaser in writing of any suspected or known breach of the Anti-Corruption Laws.

13.4 The Supplier must ensure that any person employed by it or its sub-contractors or acting on the Supplier's behalf in connection with the provision of the Goods complies with clause 13.

13A. Changes to Orders

An Order may only be amended by written agreement between the Purchaser and the Supplier.

14. Supplementary Information

Any specification, drawings, notes, instructions, engineering notices or technical data referred to in the Order will be deemed to be to the extent that they do not conflict with the Conditions or the Order.

15. Governing Law

This Agreement is governed by, construed and interpreted according to the laws in force in New South Wales and will be subject to the exclusive jurisdiction of the courts in New South Wales.

16. Force Majeure

The Purchaser reserves the right to defer the date of delivery or payment or to cancel the Agreement or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Purchaser including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

17. Termination

17.1 The Purchaser may immediately terminate this Agreement or reduce the scope of the Goods by giving written notice to the Supplier.

17.2. On such termination, the Purchaser can: (a) cease payments under the Agreement; (b) recover from the Supplier all sums paid for Goods not provided; and (c) purchase similar services from alternative suppliers and claim by way of indemnity from the Supplier any loss it may incur in doing so.

18. Indemnity and insurance

18.1 The Supplier must keep the Purchaser indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Purchaser as a result of or in connection with: (a) defective workmanship, quality or materials; (b) an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods; and (c) any claim made against the Purchaser in respect of any liability, loss, damage, injury, cost or expense sustained by the Purchaser's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Agreement by the Supplier. The indemnities in this clause survive the expiry or termination of this Agreement.

18.2 The Supplier must, for so long as any obligations remain in connection with this Agreement, effect and maintain insurance appropriate to those obligations. Upon request, the Supplier must provide Purchaser with proof of insurance acceptable to the Purchaser.

19. Remedies

19.1 If there is a defect in the Goods or the Goods are not delivered in accordance with the Order, the Purchaser may by notice require the Supplier to remedy the defect, complete the Goods, at no additional cost to the Purchaser or reject the Goods (in whole or in part) and return them to the Supplier at the risk of the Supplier on the basis that a full refund for the Goods will be immediately paid to the Purchaser.

19.2. If the Goods do not meet their purpose or are not in accordance with the Agreement, the Purchaser may by notice require the Supplier to replace the Goods at no additional cost to the Purchaser.

19.3 Where the Supplier fails to:

- (a) remedy a defect in the Goods;
- (b) complete the Goods, or
- (c) replace the Goods;

within 30 days after notification by the Purchaser, the Purchaser may perform or have performed the necessary work and recover the cost from the Supplier.

19.4 Without additional cost to the Purchaser, the Supplier must provide reasonable access to its premises and all other necessary assistance for the Purchaser's representatives to inspect any manufacture or assembly of Goods.

20. General

20.1 If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement, this Agreement will otherwise remain in full force and effect.

20.2 Failure by a party to insist on strict performance of any term, warranty or condition of this Agreement will not be taken as a waiver of it or of any rights the party may have and no waiver will be taken as a waiver of any subsequent breach of any term, warranty or condition.

20.3 The Supplier must not, without the Purchasers' prior consent in writing, subcontract the whole or any part of the work under this Agreement. Despite any approval to sub-contract, the Purchaser remains fully responsible for the performance of its obligations under the Agreement.

20.4 If the Order relates to Goods the subject of a formally executed contract between the Supplier and the Purchaser, the terms of that contract apply to the exclusion of this Order and of all other agreements, warranties and representations. If there is no formally executed contract, the Conditions in this Order constitute the entire agreement of the parties in relation to the supply of the Goods and all other agreements, warranties and representations are excluded.

COLLECTION STATEMENT

Serco Group Pty Limited and its related companies (including Serco New Zealand Limited) (**Serco**) are committed to complying with the Australian Privacy Principles contained in the *Privacy Amendment (Enhancing Privacy Protection) Bill 2012* amending the *Privacy Act 1988* (Cth) and the Information Privacy Principles contained in the New Zealand *Privacy Act 1993*.

This statement explains how we manage your personal information and should be read together with our Privacy Policy at <http://www.serco-ap.com.au/privacy-policy/> . Our Privacy Policy contains information about how you may access and/or seek correction of your personal information as well as information about how you may complain about a breach of the Australian Privacy Principles.

For the purposes of this collection statement, Serco may collect personal information about you which is relevant to the Order. The personal information we collect includes your name, addresses (mail and email), telephone numbers, and any other information relevant to the Order. We may use and disclose your personal information for the purposes of your supply of the Goods.

Personal information collected from Serco suppliers may be transmitted to and stored on databases and/or servers located in Australia, New Zealand or the United Kingdom and operated and processed by Serco, Serco Group plc, Serco related entities or their external service providers. Personal information collected from Serco suppliers is accessed by Serco staff located in offices in India supporting the Serco finance function. Where we do transfer your personal information to our affiliates or our contracted services providers based outside of Australia or New Zealand (as the case may be) we ensure, by means such as contracts, that your personal data is protected.

Our aim is to respond to all enquiries promptly.

For enquiries or feedback about this policy or for complaints about Serco's handling of personal information, please email the Privacy Officer at privacy@serco-ap.com.au or otherwise you can:
mail to:

Privacy Officer, Serco Group Pty Ltd, Level 23, 60 Margaret Sydney NSW 2000

or

Telephone: **+61 (0)2 9964 9733**

Where your information is collected and held by Serco New Zealand Limited the address of Serco New Zealand Limited is Suite 202, 100 Parnell Road, Parnell, Auckland 1052, New Zealand.