

SUPPLIER AGREEMENT – MINOR
(Supplied Goods up to \$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- d) The Terms & Conditions represent the entire agreement between the SUPPLIER and PURCHASER and superseded any previous arrangements or representations, whether oral or in writing.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 within 30 days from the date of invoice ("Due Date"), unless otherwise agreed in writing by the PURCHASER 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 effected 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.

5. Variations

- a) PURCHASER may direct the SUPPLIER to undertake variations to the Goods. Variations may be in the nature of an increase, decrease, omission or alteration to the Goods which are within the general scope of the Agreement. No variation instruction shall invalidate this Agreement.
- b) The SUPPLIER has no entitlement to claim for any part of a variation performed by it prior to receiving a written instruction from PURCHASER to undertake the Work.
- c) The price of a variation must be agreed or determined prior to the SUPPLIER carrying out the variation, unless the SUPPLIER has received a written direction to perform the variation prior to agreement on price, whereby the SUPPLIER must promptly commence carrying out the variation.
- d) Where PURCHASER directs a variation to the Goods, the SUPPLIER must, within seven (7) days of receiving direction or completing the work, submit to PURCHASER in writing:
 - e) pricing and methodology for calculating the price of the variation;
 - f) full supporting details for the pricing of the variation; and
 - g) suitable substantiation of the base costs of the variation which includes timesheets and original invoices for labour, plant and materials to enable PURCHASER's assessment of variations submitted.
- h) The price of a variation is:
 - i) if the work involved in any variation is included in that class of Goods to which a price rate appears in any schedule of quantities or bill of quantities of schedule of prices, calculated by reference to that price or rate where deemed appropriate by PURCHASER; or
 - j) where clause 7(e)(i) does not apply, then a reasonable price agreed upon between the SUPPLIER and PURCHASER, or failing agreement, a fair and reasonable valuation to be made by PURCHASER.
- k) If the SUPPLIER considers that any direction (other than a variation direction) involves a variation, then the SUPPLIER must immediately, but no later than 2 business days after receipt of the direction and prior to acting upon the direction, submit a written notice entitled "Notice of Claimed Variation" setting out detailed particulars and supporting information as to the basis for which the SUPPLIER contends that the direction involves a variation. The SUPPLIER shall have no entitlement to claim a variation in respect of a direction if a Notice of Claimed Variation is not given to PURCHASER in accordance with this clause.

6. Commencement and Completion

- a) If the SUPPLIER fails to deliver the Goods by the date specified or within any extended period of time approved in writing by PURCHASER, the SUPPLIER shall be liable for all costs incurred by PURCHASER as a result of such delay.

7. Extensions of Time

- a) The SUPPLIER shall not be entitled to any extension of time to the date of delivery of the Goods except:
 - i. In respect of an act of default or omission by PURCHASER under this Agreement: or

- ii. and in either case the delay is one which will delay the SUPPLIER's ability to complete the Goods by the date for Completion.
- b) It is a condition precedent to the SUPPLIER's entitlement to an extension of time under clause 9 (a), that they must give prompt and detailed notice to PURCHASER who shall determine the claim and grant any appropriate extension of time.

8. 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.

9. 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 and
- 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) The SUPPLIER warrants that the manufacture of the goods is undertaken in compliance with the Modern Slavery Act 2018.
- d) The SUPPLIER further warrants that the if SUPPLIER outsources the manufacturer of the goods to a third party the SUPPLIER will provide a warranty from the third party in accordance with 8 (c) of this clause and will provide such warranty to the PURCHASER.

10. 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.

11. 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.

12. 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.

13. 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, trade disputes or labour disturbances, breakdown of plant or machinery, accident, storm, fire, flood, difficulties in obtaining materials, transport or labour 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.

14. Insurance

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

15. 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.