Purchase Order Terms and Conditions

1 Supply of the Goods or Services

Supply

1.1 Trident may request, and the Supplier agrees to supply, the Goods or Services to Trident on the terms of this document.

1.2 Trident will issue a written Purchase Order for all approved requests for the supply of Goods or Services.

1.3 The parties may also execute a written Service Order in relation to the delivery of Services

1.4 A Purchase Order and a Service Order, once executed, form part of the agreement set out in this document.

Title

1.5 Title to a Deliverable passes to Trident on creation.

Conduct of the Supplier

1.6 In the supply of Goods or Services, the Supplier must:

a) not supply Goods or Services until a Purchase Order has been issued by Trident

b) not supply Services until a Service Order has been issued and executed by both parties.

c) follow all reasonable directions of Trident;

d) conduct themselves in an appropriate manner, behaving reasonably and respectfully, and must ensure that all persons involved conduct themselves in like manner;

e) not infringe on any third party's rights, including Intellectual Property Rights, ;

f) not do anything which does or may cause Trident to be in breach of any applicable laws or to infringe on any third party's rights; and

g) not do anything which:

(i) does or may endanger the health or safety of one or more persons; or

(ii) does or may damage the reputation, viability, or profitability of Trident.

1.7 When on premises owned or occupied by Trident or Trident's client (as applicable), the Supplier must:

a) comply with, and ensure that all persons involved comply with:

(i) any legislative obligations that apply;

(ii) the policies, directions and procedures about workplace health, safety and environment;

(iii) the security and confidentiality requirements; and

(iv) the work standards, methodologies and procedures,

of Trident to the Supplier; and

b) not damage any part of those premises, fixtures, fittings or the environment of those premises.

1.8 The Supplier must ensure that all persons involved read, understand and comply with Trident's Contractor and Supplier Induction and Contractor and Supplier Code of Conduct available on the Trident website.

Acknowledgement

1.9 The Supplier acknowledges that:

a) Trident does not commit to or guarantee to purchase any volume or value of Goods or Services over the Term; and

b) the Supplier is not the exclusive supplier of Goods or Services in the nature of the Goods or Services to Trident, and Trident may obtain Goods or Services from a third party.

2 Warranties

Intellectual Property Rights warranties

2.1 The Supplier represents and warrants, and it is a condition of this document, that use of the Deliverables and receipt of the Services will not infringe the Intellectual Property Rights or other rights of any third party.

Services warranties

2.2 The Supplier represents and warrants, and it is a condition of this document, that:

a) the Supplier, the Supplier's agents and subcontractors have the necessary facilities, equipment, software and qualified personnel available to perform its obligations under this document;

b) all work performed under this document will be carried out with due skill and care and to the best industry standards, in a proper and workmanlike manner, fit for the purpose for which it is sought, using materials suitable for the purpose; and

c) the Supplier, the Supplier's agents and subcontractors will hold any licences, permits, registrations and insurances as are required under any State, Territory or Commonwealth legislation or regulation to carry out any work under this document. If requested by Trident, the Supplier will give Trident a copy of these documents and evidence of currency.

Deliverable warranties

2.3 The Supplier represents and warrants, and it is a condition of this document, that each Deliverable will:

a) comply with all laws, mandatory industry codes and standards;

b) be free from material defects in design, performance and workmanship;

c) be of merchantable quality; and

d) comply with any relevant Specifications.

Repeating warranties

2.4 The representations made in clause 2 are regarded as repeated each day during the Term with respect to the facts and circumstances then subsisting.

Reliance

2.5 The Supplier acknowledges and agrees that Trident, in entering into this document, is relying on the warranties and on the representations made in or under this document.

3 Fees

Fees

3.1 Subject to the Supplier complying with this document, Trident must pay the Fees to the Supplier in accordance with the Payment Terms.

3.2 The parties may agree in writing to vary the Fees from time to time. For the avoidance of doubt, if any such

variation is not agreed, the Fees payable by Trident are the Fees originally set out in the Purchase Order.

3.3 The Supplier acknowledges and agrees that, apart from the Fees, the Supplier is not entitled to any sick pay or any Entitlements from Trident.

Invoices

3.4 The Supplier must invoice Trident within 3 months of the delivery of Goods or Services. If the Supplier does not invoice Trident within 3 months of the delivery of Goods or Services, any right the Supplier would otherwise have had to invoice for, collect, or retain such amount (if it is paid in error by Trident) is deemed waived.

3.5 An invoice will be correctly rendered if it:

a) complies with any requirements specified in the applicable Purchase Order;

b) identifies the applicable Purchase Order reference number;

c) is, where explanation is necessary, accompanied by documents substantiating the amount claimed;

d) meets the Australian Taxation Office's requirements for Goods and Services Tax (GST) compliance; and

e) is submitted no later than 3 months following delivery of the Goods or Service.

f) is emailed to accountspayable@tridentservices.com.au

g) includes any information reasonably requested by Trident from time to time.

Payment

3.6 Subject to the Goods and/or Services having been delivered, and subject to clause 2, Trident will pay for the goods or services supplied under this document within 30 days of receiving a correctly rendered invoice from the Supplier in accordance with clause 3.5.

3.7 If the Supplier invoices Trident before the delivery of the goods, Trident is not obliged to make payment on the invoice until the goods have been delivered.

Dispute

3.8 If there is a dispute about whether a Fee, refund or other amount contemplated by this document is payable or available, Trident may only withhold the disputed amount of an invoice, and must pay any undisputed amounts.

Set off

3.9 Trident may set off against any amount payable by Trident under this document any amount payable by the Supplier to Trident.

Resources

3.10 The Supplier must:

a) use any resources used to perform the Services efficiently; and

b) perform the Services in the manner that is the most cost-effective for Trident and which is consistent with the levels of quality and performance required of the Supplier under this document.

4 Term and termination

Term

4.1 This document commences on the Commencement Date and continues, until terminated under clause 4.

Termination for breach

4.2 A party may terminate this document by written notice to the other party if the other party commits a material breach of this document and does not remedy that breach within 30 days of receiving notice from the party requiring it to do so, in which case this document terminates immediately on giving of the notice to terminate.

Termination for convenience

4.3 Either party may terminate this document at any time by one month's written notice to the other party.

Waiver and acknowledgement

4.4 Each party expressly waives any rights it may have to terminate this document other than as contemplated under clause 4.

4.5 Each party acknowledges that the other party may terminate this document under clause 4 without considering the impact of the termination on that party.

After termination

4.6 On termination of this document:

a) accrued rights or remedies of a party are not affected;

b) each party must deliver to the other party any Confidential Information or other property of the other party in that party's care, custody or control; and

c) if required by Trident about particular parts of the Good or Services which have not yet been delivered or performed to Trident's satisfaction, this document continues until the Supplier has delivered those Goods or Services to Trident's satisfaction.

4.7 Termination of this document will not affect clauses 2, 4.6, 5.1, 5.2, 5.4 to 5.6, 6, 7, 8, 9, 10, 11, 14, 16 or any provision of this document which is expressly or by implication intended to come into force or continue on or after the termination.

5 Intellectual property

Intellectual Property Rights

5.1 The parties agree that each party retains ownership of all Intellectual Property Rights in their respective Pre-Existing Material (even if incorporated into a Deliverable), and no such Intellectual Property Rights are assigned or transferred to the other party by way of this document.

5.2 On the creation of any Deliverable containing any Pre-Existing Material belonging to the Supplier, the Supplier grants to Trident a non-exclusive, irrevocable, royalty-free licence to use the Pre-Existing Material to the extent incorporated as part of any Deliverable.

5.3 Trident grants to the Supplier a non-exclusive, non-transferrable, non-sublicensable, licence to use the Trident Material for the Term strictly as necessary to enable the Supplier to perform its obligations under this document.

Assignment

5.4 The Supplier assigns the Intellectual Property Rights (including future Intellectual Property Rights):

5.5 in the Deliverables; or otherwise created by the Supplier in delivery of Goods or the performance of the Services to Trident, the Supplier must sign all documents and do all things necessary to give effect to clause 5.4.

Use of names

5.6 Each party must not, and must ensure that its officers, employees and agents do not, use the names, trade

marks, logos or testimonials of the other party except with the prior consent of the other party, or as otherwise permitted under this document.

6 Disengagement

Continuity of Goods and Services

6.1 Until termination of this document, the Supplier must ensure that there is no:

a) degradation of quality of the Goods or Services; or

b) interruption to the supply of the Goods or Services.

7 Confidential Information

7.1 Each party must keep confidential and not use or disclose:

a) information it receives from another party to this document in connection to this document;

b) information about the terms of this document, their negotiations, and the exercise of rights under this document;

c) information that a party designates as confidential;

d) any trade secrets, knowhow and other commercially valuable information of the other party; or

e) any other information a party knows, or ought to know, is confidential,

7.2 Confidential information does not include information that is publicly known through no fault of the party to whom the information is disclosed.

7.3 A party may disclose and use confidential information of another party if it obtains the written consent of that party beforehand.

7.4 A party may disclose confidential information to its own officers, agents, professional advisors, employees, contractors, permitted subcontractors, or a related body corporate under section 9 Corporations Act 2001 (Cth) or any officers of that related body corporate, but only so as to exercise rights or perform obligations under this document.

7.5 A party may disclose the confidential information of a party if required to do so by law, court order, stock exchange or Government Agency. If so, it may only disclose the minimum amount of information required and must immediately notify the party of the requirement.

7.6 If a party discloses confidential information under clauses 7.3 to 7.5, that party must ensure that the person to whom the information is disclosed keeps it confidential and complies with this clause 7.

7.7 Each party acknowledges and agrees that:

a) the other party may suffer loss if there is a breach or threatened to breach of this clause 7, and damages would be an insufficient remedy; and

b) in addition to any other available remedy, the other party is entitled to specific performance and injunctive relief, to prevent a breach of, and to compel performance of, this clause 7.

8 Privacy

8.1 Trident collects personal information concerning the Supplier in the process of ordering and paying for Goods and Services. Please refer to Trident's Privacy Policy for more information.

8.2 The Supplier must take all necessary steps to ensure that:

a) it complies with the Privacy Laws;

b) it uses and discloses Personal Information only as required by Trident's Privacy Policy and the Privacy Laws and solely for the purpose of providing the Goods or Services;

c) the Personal Information it uses and discloses is protected against loss and against unauthorised access, use, interference, modification, disclosure or other misuse; and

d) only personnel authorised by Trident have access to the Personal Information.

8.3 The Supplier must not disclose Personal Information overseas without the prior written consent of Trident, and if that consent is given, the Supplier must take reasonable steps to ensure the recipient complies with the Privacy Laws and is required to comply with the directions of Trident about Personal Information.

8.4 The Supplier must immediately notify Trident if it becomes aware that a disclosure of Personal Information may be required by law.

8.5 The Supplier must notify Trident immediately (and in any event within 48 hours):

a) if it becomes aware of or suspects any breach of clause 8; or

b) if it becomes aware of a suspected or actual Data Breach or the Privacy Laws, and must cooperate with Trident in respect of that suspected or actual breach.

8.6 The Supplier must comply with all reasonable directions of Trident and give all assistance required by Trident from time to time, in relation to compliance by Trident or the Supplier with the Privacy Laws, Trident's Privacy Policy, or in relation to any investigation, request or enquiry (formal or otherwise) from the Privacy Commissioner regarding the Personal Information disclosed to Trident under this document.

8.7 The Supplier indemnifies Trident against all costs, expenses, losses, proceedings and claims of any nature suffered, brought or incurred directly or indirectly as a result of a breach by the Supplier of its obligations under clause 8.

8.8 The Supplier must make its relevant personnel aware of the provisions of clause 8.

9 Limitation

Limitation of liability

9.1 Subject to clause 9.2, the liability of Trident for any loss or damage suffered or incurred by the Supplier as a result of a breach of this document by Trident is limited to an amount equal to the Fees paid or payable by Trident to the Supplier under this document.

Consequential Loss

9.2 Neither party is liable for any Consequential Loss suffered by the other party that is caused by a breach of this document.

9.3 Consequential Loss in clause 9.2 means loss of profits, loss of goodwill or loss of anticipated savings that are indirect loss.

10 Indemnity

10.1 The Supplier is liable for, and indemnifies Trident from and against, all loss or damage (including legal costs) incurred or suffered by Trident, however caused, in connection with:

a) any breach of this document by the Supplier;

b) any negligent act or omission of the Supplier, its officers, employees or agents;

c) any damage to property caused by the Supplier, its officers, employees or agents;

d) any claim or allegation by a third party, in connection with the Deliverables or the Services; or

e) any claim or allegation that the Deliverables, exercise of the rights contemplated by clauses 5.2, 5.4 and 5.5 or the supply of the Goods or Services infringes the Intellectual Property Rights or other rights of any third party.

10.2 Each indemnity in this document is a continuing obligation notwithstanding:

a) any settlement of account; or

b) the occurrence of any other thing,

and it is not necessary for Trident to incur expense or make payment before enforcing or making a claim under an indemnity.

11 Insurance

11.1 The Supplier must effect and maintain from a reputable insurance company:

a) all insurances required by law, including workers compensation insurance;

b) public liability insurance for an amount of at least **$20 million** per claim;

c) professional indemnity insurance for an amount of at least **$20 million** per claim; (if applicable) and

d) such other insurance as is required by Trident from time to time in respect of any liability of the Supplier that may arise from the performance or exercise of its obligations or rights under this document.

11.2 The Supplier must:

a) maintain the insurance policies referred to in clause 11.1 in a form and for a policy period acceptable to Trident; and

b) if requested by Trident, give Trident a copy of these insurance policies and evidence of currency of the policies.

12 Costs and taxes

12.1 Each party bears its own costs in relation to the preparation and signing of this document.

12.2 Subject to clause 13.1, the Supplier must pay all taxes, duties, government charges and other taxes of a similar nature (including fines, penalties and interest) imposed or levied in Australia or overseas in connection with the performance of this document.

13 GST

13.1 Any words capitalised in clause 13 and not already defined in clause 17 have the meaning given to those words in the GST Act.

13.2 The consideration for a Supply made under or in connection with this document includes GST.

13.3 If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Supplier must give the Recipient a Tax Invoice for the Supply.

13.4 Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

14 Dispute

14.1 Clause 14.1 applies to any dispute which arises between Trident and the Supplier in connection with this document (**Dispute**).

14.2 If either Trident or the Supplier considers that a Dispute has arisen, it may send a notice to the other party, setting out reasonable particulars of the matters in dispute (**Dispute Notice**).

14.3 Trident and the Supplier must hold discussions between representatives of each party within 14 days after the issue of a Dispute Notice to attempt to resolve the Dispute (**First Level Discussion**).

14.4 If the parties fail to resolve the Dispute within 14 days after commencement of First Level Discussions, the parties must endeavour to settle any Dispute by mediation. The mediation is to be conducted in Brisbane, Australia by a person appointed by the Chair of Resolution Institute or the Chair's designated representative. The Mediation Rules apply to the mediation. It is a condition precedent to the right of either party to commence arbitration or litigation, other than for interlocutory relief, that they have first offered to submit the dispute to mediation.

14.5 If a Dispute is referred to mediation, the parties agree to share the costs of the mediation equally.

14.6 Subject to clause 14.7, Trident and the Supplier must not commence legal or arbitration proceedings in relation to any Dispute unless the party has complied with the procedures set out in this clause 14.1, and the parties have been unable to resolve the Dispute within 90 days of the date the applicable Dispute Notice was received.

14.7 Notwithstanding anything in clause 14.1, a party may at any time commence court proceedings in relation to a dispute or claim arising in connection with this document where that party seeks urgent interlocutory relief.

15 Force majeure

15.1 Neither party will be in breach of this document as a result of, or liable for, any failure or delay in the performance of that party's obligations under this document to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event or any act or omission of that party.

15.2 If a party is affected in performing its obligations under this document by a Force Majeure Event, it must promptly notify the other party.

15.3 If a Force Majeure Event prevents a party from performing any of its obligations under this document for 30 days or more, the other party may terminate this document immediately by written notice.

16 General

16.1 Unless otherwise specified, this document will be governed and construed in accordance with the laws in place in the State or Territory in which the goods or services are delivered. Trident and the Supplier submit to the non-exclusive jurisdiction of the courts of this State or Territory.

16.2 Where a party may exercise any right or discretion or make any decision under this document, that party may do so in its absolute discretion, conditionally or unconditionally, and without being required to give reasons or act reasonably. This clause applies unless this document expressly requires otherwise.

16.3 Neither party may assign, in whole or in part, or novate that party's rights and obligations under this document without the prior written consent of the other party.

16.4 This document does not create a relationship of employment, trust, agency or partnership between the parties.

16.5 A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

16.6 This document supersedes all previous agreements about its subject matter. This document embodies the entire agreement between the parties.

16.7 The Supplier must not subcontract the performance of all or any part of its obligations under this document without the prior written consent of Trident.

16.8 If the Supplier subcontracts the performance of all or any part of its obligations under this document as specified in clause 16.7, then the Supplier will be liable for the acts and omissions of the subcontractor as though they were acts and omissions of the Supplier.

16.9 A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

16.10 This document may be signed in any number of counterparts. All counterparts together make one instrument.

16.11 If any document in this agreement is signed by any person using an Electronic Signature, the parties:

a) agree to enter into this contract in electronic form; and

b) consent to either or both parties signing the contract using an Electronic Signature.

17 Definitions and Interpretation

Definitions

17.1 In this document:

Commencement Date means the commencement date specified in the Purchase Order and any Service Order.

Deliverable means the Deliverables set out in the Purchase Order, and any Service Order, and any Material provided by the Supplier to Trident in the performance of the Services.

Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign the contract.

Entitlements means any salary, wages, allowances, annual leave or payment in respect of annual leave, long service leave or payment in respect of long service leave, notice of termination or payment instead of notice of termination, severance pay, commissions, bonuses, reimbursement of expenses, superannuation and any entitlement which may be owed or payable under any award, agreement or other industrial instrument, statute or employment contract to which an employee may be entitled in respect of their employment or the termination of that employment.

Fees mean the fees specified in the Purchase Order and any Service Order.

Force Majeure Event means any occurrence or omission outside a party's reasonable control, as a direct or indirect result of which the party relying on the event is prevented from or delayed in performing its obligations under this document (other than a payment obligation), and includes:

a) a physical natural disaster including fire, flood, lightning or earthquake;

b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;

c) breakdown of communication facilities, or generalised lack of availability of raw materials or energy;

d) epidemic, pandemic, quarantine restriction, outbreaks of infectious disease or any other public health crisis;

e) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;

f) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency;

g) law taking effect after the date of this document, or other Government Agency acts or omissions; and

h) strike, lock out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors.

Goods mean the goods specified in any Purchase Order.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, Moral Right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of those rights.

Material includes:

a) literary, dramatic, musical, artistic works, sound recordings, cinematographic films, broadcasts, and published editions of works as defined by the *Copyright Act 1968* (Cth); and

b) source code, object code, software, test cases, tools, documents, manuscripts, reports, equipment, technical information, studies, plans, procedures, methods, charts, drawings, diagrams, images, photographs, video, calculations, tables, schedules, and data stored by any means.

Mediation Rules means the Resolution Institute Mediation Rules.

Personal Information has the meaning given to that term by the Privacy Act.

Pre-Existing Material means:

a) Material created and owned by a party prior to or independently of this document; and

b) all improvements, modifications, or enhancements to the above Material developed in the course of providing the Services.

Privacy Act means the *Privacy Act 1988* (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under it, as amended from time to time.

Privacy Laws means:

a) the Privacy Act;

b) the Australian Privacy Principles (or APPs) contained in schedule 1 Privacy Act; and

c) all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms in respect of the processing of Personal Information.

Purchase Order is a document issued by Trident when placing an approved order for Goods or Services with an approved Supplier.

Resolution Institute means the Resolution Institute ACN 008 651 232, a company limited by guarantee, and any successor organisation.

Services means the services specified in any Service Order.

Service Order is a document issued by Trident to an approved Supplier to request the provision of services. A Service Order contains a detailed description of the services required and is executed by both parties. A Purchase Order is then issued to the approved Supplier.

Specifications means the specifications notified by Trident to the Supplier from time to time.

Supplier means the entity making the Supply.

Term means the term contemplated by clause 4.

Trident means Trident Services Australia and all its associated entities including Trident Services Cleaning and Trident Services Security.

Interpretation

17.2 In this document:

a) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;

b) a reference to this document includes the agreement recorded by this document;

c) no rule of construction applies in the interpretation of this document to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it; and

d) a reference to a party is a reference to the Supplier or Trident, and a reference to the parties is a reference to both the Supplier and Trident.