Adelaide Venue Management Corporation – Standard Purchase Order Terms & Conditions

1. SUPPLY OF GOODS (IF APPLICABLE)

1.1 If Goods are being supplied under this Purchase Order then the Supplier must:

(a) ensure that the delivery notes clearly show the Purchaser's purchase order number;

(b) supply unencumbered Goods in the quantity and of the quality set out in the Purchase Order;

(c) deliver the Goods to the delivery point on or before the delivery date;

(d) comply with the Purchaser's reasonable directions and delivery instructions;

(e) provide material safety data sheets if dangerous goods or hazardous substances are being delivered;

(f) provide test evidence for the Goods if required; and

(g) if indicated in the Purchase Order, install the Goods on or before the installation date.

1.2 If the Supplier cannot comply with any of its obligations under clause 1.1, the Supplier must notify the Purchaser in writing immediately.

1.3 The Purchaser may inspect the Goods to determine whether to accept the Goods.

1.4 Subject to clause 1.5, the Goods are deemed to be accepted unless the Purchaser notifies the Supplier within 7 days that it:

(a) does not accept the Goods; and

(b) the reason for not accepting the Goods.

1.5 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause1.6.

1.6 If a Good is defective then, from delivery up until the end of the Warranty Period at the Purchaser's election:

(a) the Supplier must replace (or repair if agreed by the Purchaser) the defective Good within 7 days (or such other time as is agreed); or

(b) the Supplier must refund the Price paid for the Good.

1.7 The Supplier bears the risk in the Goods until delivery.

1.8 Title in the Goods will pass to the Purchaser upon the Purchaser's acceptance of the Goods.

2. SUPPLY OF SERVICES (IF APPLICABLE)

2.1 If Services are being supplied under this Purchase Order then the Supplier must provide the Services in accordance with the Purchase Order.

2.2 If reports, data or other materials are to be delivered in the performance of the Services, the rights and title (including copyright) vests in the Purchaser on their acceptance by the Purchaser.

2.3 The Supplier may only subcontract the Services with the express written approval of the Purchaser.

2.4 If in the Purchaser's reasonable opinion, the Supplier has failed to satisfactorily perform the Services the Purchaser may elect to:

(a) have the Supplier provide replacement Services within such reasonable time as the Principal may determine; or

(b) terminate the Purchase Order under clause 7.

3. SUPPLIER'S WARRANTIES

3.1 If Goods are being supplied under this Purchase Order then the Supplier warrants that it has good and unencumbered title to the Goods and that the Goods:

(a) conform to with any description applied and any sample provided by the Supplier;

(b) are new (unless otherwise specified);

(c) are free from defects in materials, manufacture, workmanship and installation;

(d) conform to any applicable Australian Standards or other standards nominated in the Purchase Order;

(e) are of merchantable quality;

(f) are installed correctly (if the Supplier is responsible for installation);

(g) are fit for their intended purpose; and

(h) are manufactured and supplied without infringing any person's intellectual property rights.

3.2 The Supplier must ensure that the Purchaser receives the full benefit of any manufacturer's warranties in respect of the Goods.

3.3 If Services are being supplied pursuant to this Purchase Order then the Supplier warrants that the Services will:

(a) comply with the description of the Services in the Purchase Order;

(b) be provided with due care and skill;

(c) be provided in a timely and efficient manner;

(d) be provided in accordance with the best practices current in the Supplier's industry;

(e) be supplied without infringing any person's intellectual property rights;

(f) be performed by the Supplier and/or the Supplier's Personnel; and

(g) be supplied in the most cost-effective manner consistent with the required level of quality and performance.

4. PRICE AND PAYMENT

4.1 The Price stated on the Purchase Order:

(a) is firm and includes containers, packaging and all costs and charges to the point of delivery unless otherwise stated; and

(b) is inclusive of GST.

4.2 The Purchaser is not obliged to pay for the goods and/ or services unless the Supplier has provided a valid Tax Invoice in respect of that payment sent to accounts.payable@avmc.com.au

4.3 The Purchaser must pay the invoiced amount within 15 calendar days from receipt of Goods and Services and a valid tax invoice issued by the Supplier.

4.4 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Purchase Order.

4.5 If the Supplier is an 'Employee' for the purposes of the Superannuation Guarantee (Administration) Act 1992 (Cth) (Act), the Supplier:

(a) acknowledges that the Government Party may make contributions to the Supplier's nominated superannuation fund and do all things it reasonably considers necessary or desirable to comply with the Act;

(b) must provide all information, documentation, elections, consents and assistance reasonably required to enable the Government Party to make contributions to the Supplier's nominated superannuation fund and otherwise comply with the Act; and

(c) must, when providing a Tax Invoice under this Purchase Order, include sufficient information to enable the accurate calculation of superannuation contributions payable by the Government Party pursuant to the Act and an invoice will not be a valid invoice for the purposes of this Purchase Order unless it contains this information.

5. LIABILITY LIMIT

5.1 The Supplier's total liability to the Purchaser for damages suffered arising out of one or more breaches by the Supplier of this Agreement (except liability for death or personal injury) is limited to the greater of:

(a) The Fees payable under this Agreement on or before the date on which the breach in respect of which the liability to pay damages occurred; and

(b) The insurance cover that the Supplier is required to take out and maintain in accordance with clause 10.

6. CONFIDENTIAL INFORMATION

6.1 The Supplier must keep the Purchaser's information confidential and only use or disclose the confidential information to the extent necessary for the purpose of this Purchase Order.

6.2 This clause survives termination of the Purchase Order.

7. TERMINATION

7.1 The Purchaser may terminate this Purchase Order immediately upon giving notice in writing to the Supplier if:

(a) the Supplier is in breach of this Purchase Order and has not rectified such breach within 14 days of the Purchaser giving notice in writing to the Supplier requiring the rectification of such breach; or

(b) the Supplier suffers or, in the reasonable opinion of the Purchaser, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

7.2 The Supplier may terminate this Purchase Order immediately upon giving written notice to the Purchaser if the Purchaser is in breach of this Purchase Order and has not rectified such breach within 14 days

of the Supplier giving written notice to the Purchaser requiring the rectification of such breach.

7.3 Any termination of this Purchase Order by either Party does not affect any accrued right of either Party.

8. GENERAL

8.1 The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Purchase Order.

8.2 This Purchase Order is governed by the laws in the State of South Australia and the courts of the State of South Australia have exclusive jurisdiction in connection with this Purchase Order.

8.3 Subject to clause 8.4 these Terms and Conditions constitutes the entire agreement in respect of the matters dealt with in this Purchase Order and supersedes all prior agreements, understanding and negotiations.

8.4 If this Purchase Order is issued under a formal contract (e.g. standing offer), then the terms of that contract take priority over these terms and conditions.

9. ACTING ETHICALLY & SUSTAINABLY

In supplying Goods and Services, the Supplier must consider the impact of the environmental, economic and social factors along with price and quality. The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Purchaser's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009*) to behave unethically, to prefer private interests over the Purchaser's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

10. INSURANCE

10.1 The Supplier must, before commencing supply of the Goods and/or Services, effect and maintain any necessary insurances in relation to the Goods/and or Services (to a minimum coverage as specified in the Purchase Order or if no amounts are specified in the Purchase Order), in the amounts set out in this clause, including, but not limited to:

(a) workers' compensation insurance;

(b) public (and product) liability insurance to a minimum cover of $1 million per claim;

(c) professional indemnity insurance (if required), to a minimum cover of $1 million per claim and to be maintained for a period of 6 years from the cessation of the supply of the Goods and/or Services;

(d) motor vehicle third party property insurance to a minimum cover of $1 million per claim for all types of motor vehicles and equipment owned or controlled by the Supplier; and

(e) any other insurances required by law or regarded as sound commercial practice.

11. DISCLOSURE OF GOVERNMENT CONTRACTS

11.1 In line with Department of the Premier and Cabinet Circular PC027 – Disclosure of Government Contracts, the Government Agency may disclose that contract and/or information in relation to it in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

12. DATA MANAGEMENT

12.1 The Supplier acknowledges and expressly agrees that in the performance of this Purchase Order, it may be provided with data that may include personal, confidential, or technical information. The Supplier shall, while the data is in its custody and control, implement robust security measures to protect that data from unauthorised access or disclosure and ensure that all data is stored, processed within Australia. Upon expiry or termination of this Purchase Order, the Supplier shall ensure that all such data, including any backups or records, and any data held by third parties, is at the option of Adelaide Venue Management, either returned to Adelaide Venue Management or is permanently deleted. The Supplier must also comply with all relevant data protection laws and, if requested by Adelaide Venue Management at any time, including after the expiry or termination of this Purchase Order, confirm in writing that it has complied with these obligations. The Supplier shall notify Adelaide Venue Management as soon as practicable, but no later than 24 hours after becoming aware, of any cybersecurity incidents where the Supplier's systems or data are suspected to have been the subject of a data breach.