

1. APPLICATION

The Supplier is deemed to have accepted these terms and conditions (**Terms**) on acceptance of the Purchase Order. These Terms apply to the supply of Goods/Services described in the Purchase Order unless expressly modified by written agreement between the Supplier and Veolia. The terms of any such written agreement will prevail in the event of inconsistency.

2. SUPPLIER'S OBLIGATIONS

The Supplier must:

(Delivery obligations) supply the Goods/Services to the place of delivery specified in the Purchase Order (**Place of Delivery**) by the delivery date specified in the Purchase Order (**Delivery Date**) and must give Veolia at least 24 hours' notice of the time at which it intends to deliver Goods.

(Compliance) supply the Goods/Services in compliance with all applicable laws, statutory authorities, Australian Standards and industry codes, these Terms, and Veolia's policies and procedures.

(Delay) promptly notify Veolia in writing of, and take all necessary steps to minimise, any delay or potential delay. The Supplier accepts the risk of all costs resulting from delay in the supply of Goods / Services.

(Receipt) provide Veolia with a receipt containing the type and quantity of the Goods delivered.

(Packing) ensure that the Goods are packed and unloaded safely.

(Documentation) provide at the Delivery Date all documentation required to enable Veolia to make full use of the Goods or Services.

(Quality of Goods) ensure that all Goods are free from defects, fit for their intended purpose, are of merchantable quality, comply with the Specifications, and workmanship is in accordance with the degree of skill and diligence that reasonably would be expected from competent suppliers supplying goods comparable to the Goods. If Veolia considers any material or workmanship not to be in accordance with these Terms, Veolia may direct the Supplier to rectify the Goods before delivery, or not deliver the Goods or, without prejudice to any other rights, accept the Goods and have the rectification work carried out by others, the costs of which will be a debt due by the Supplier.

(Warranties) obtain for the benefit of Veolia all usual manufacturer's, importer's and any applicable third party warranties in respect of the Goods. The Supplier must take all reasonable action required by Veolia to enforce those warranties.

(Quality of Services) exercise the standard of skill, care, foresight and diligence in the performance of the Services that would be expected of an expert professional provider of the Services. The Supplier must comply with all reasonable directions from Veolia's authorised representative that may be given from time to time.

(Intellectual property) ensure that the supply of the Goods / Services will not infringe any intellectual property rights. The Supplier grants Veolia a royalty-free, non-exclusive, irrevocable licence for the installation, use, support, repair, maintenance or alteration of the Goods.

3. DEFECTS

At any time before the expiry of the warranty period specified in the Purchase Order (or if the Purchase Order does not specify, 12 months) (**Warranty Period**), Veolia may direct the Supplier to replace, rectify or re-perform any defective Goods/ Services within 7 days. A new Warranty Period will commence on the date the defective Goods/ Services are replaced, rectified or re-performed.

4. RISK AND TITLE

The Supplier is responsible for all risks associated with:

(a) new Goods: until those Goods have been delivered to the Place of Delivery and unloaded; and

(b) defective Goods referred to in 3 above: for the period those defective Goods are in the possession of the Supplier until the Supplier has delivered them back to the original Place of Delivery and unloaded them.

Any Goods become the property of Veolia when the Goods are delivered to the Place of Delivery or on payment of the purchase price specified in the Purchase Order (**Purchase Price**), whichever occurs first.

5. PAYMENT

Subject to the proper supply of Goods/Services, Veolia must pay the Supplier the Purchase Price, which includes all costs the Supplier incurs in the supply of Goods / Services. Veolia is not obliged to pay the Supplier for any Goods supplied until ownership of the Goods has passed to Veolia.

Following supply of the Goods/Services, the Supplier must submit a valid tax invoice. Veolia will pay the Supplier's correctly rendered invoices within 60 days of receipt thereof.

6. INDEMNITY

The Supplier must indemnify Veolia against all damage, expense or loss incurred by Veolia arising out of:

- (a) any breach by the Supplier of its obligations under these Terms;
- (b) loss of, loss of use of or damage to Veolia's property;
- (c) claims by any person against Veolia in respect of personal injury, disease or illness or death or loss of, loss of use of or damage to any property; and
- (d) arising out of or as a consequence of any act or omission of the Supplier.

7. INSURANCES

The Supplier must take out, maintain and provide evidence of: **Public and Product Liability Insurance** for AUD \$20 million per occurrence; **Statutory Workers Compensation Insurance**; and in the case of Services, **Professional Indemnity Insurance** for AUD \$10 million for a period of six years from the Date of Delivery. Where the Applicable Law is New Zealand, these required amounts will be in NZ\$.

8. TERMINATION

Veolia may terminate the Purchase Order if the Supplier is in breach of any of its obligations under these Terms. Either party may terminate these Terms, with immediate effect, by written notice to the other party if the other party becomes insolvent, goes into liquidation or provisional liquidation, has an administrator appointed, has a receiver appointed to some or all of its assets or agrees with a majority of its creditors to reschedule its debts.

9. DISPUTE RESOLUTION

(a) Notice and details of any dispute must be given to the other party. If Veolia and the Supplier are unable to resolve the dispute within 7 days (or other mutually agreed period) after the giving of notice, either party may, after giving written notice to the other party, commence litigation in respect of such dispute.

(b) Notwithstanding 9(a), the Supplier must proceed without delay to supply the Goods / Services.

10. GENERAL

(Severability) If part or all of any clause of these Terms is illegal or unenforceable it will be severed from these Terms and will not affect the continued operation of the remaining provisions of these Terms;

(Assignment) The Supplier must not assign part or all of these Terms;

(Applicable Law) These Terms are governed by the law in force in the Country, State or Territory in which the Goods and Services are delivered and the parties submit to the non-exclusive jurisdiction of the courts of that Country, State or Territory.