

General Terms and Conditions of Purchasing

1. APPLICATION

1.1 General Terms and Conditions

Subject to clause 1.2, the Supplier is deemed to have accepted these terms and conditions (Terms) on acceptance of the Purchase Order including the Supplier commencing performance of the Supplies or invoicing Veolia.

Notwithstanding any Supplier terms communicated in any way to Veolia including terms contained in any quote or proposal, these Terms apply to the Supplies described in the Purchase Order.

To the extent permitted by Law and to the extent the Supplier's terms and conditions are supplied to Veolia in respect of the Supplies, those Supplier terms and conditions will be of no legal effect and will not constitute part of the Agreement (even if a representative of Veolia signs those terms and conditions or annexes them to a Purchase Order).

1.2 Specific terms and conditions

Where the Purchase Order relates to Supplies the subject of a specific written agreement between the Supplier and Veolia, the terms of that written agreement will apply.

2. SUPPLIER'S OBLIGATIONS

The Supplier must:

(Delivery obligations) supply the Supplies to the Place of Delivery by the Date for Delivery and must give Veolia at least 24 hours' notice of the time at which it intends to deliver Goods.

(Compliance) in supplying and performing the Supplies, comply with:

- all applicable Laws, statutory authorities, and industry codes;
- these Terms;
- Veolia's Site Standards and Procedures;
- where the Place of Delivery is in Australia, Australian Standards and where the Place of Delivery is in New Zealand, New Zealand Standards;
- all lawful directions of Veolia's representative or any person authorised by Law or the Site Standards and Procedures to give direction to the Supplier;
- obtain, at the Supplier's expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the performance of its obligations under the Purchase Order; and
- on request by Veolia, provide to Veolia any information and assistance required to identify, evaluate, implement and report on any matter required by Law in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under the Purchase Order.

(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 Supplies delivered or performed and any other information Veolia may reasonably require to verify the Supplies.

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

(Documentation) provide at the Date for Delivery 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 or its nominee all manufacturer's, importer's and any applicable third party warranties in respect of the Supplies. The Supplier must take all reasonable action required by Veolia to enforce those warranties and to enable Veolia to obtain the benefit of 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.

(Non interference) not interfere with Veolia's activities or the activities of any other person at the Place of Delivery or the Site.

General Terms and Conditions of Purchasing

(Safety) perform the Supplies in a safe manner and in a way that does not prejudice safe working practices, safety and care of property and continuity of work at the Site.

(Intellectual property)

- ensure that the Supplies will not infringe any Intellectual Property Rights;
- indemnify Veolia against all claims, including in respect of any claims, costs, losses, damages or expenses (including legal costs) suffered or incurred by Veolia arising out of or in connection with any actual or alleged infringement of any Intellectual Property Rights;
- grant Veolia a worldwide, non-exclusive, perpetual, royalty-free, irrevocable, transferable licence to Use the Supplier's Background IP (including the right to assign and sub-license the Supplier's Background IP), to the extent necessary to use the Supplies and the Project IP; and
- assign to Veolia all Project IP upon the creation of that Project IP.

The Supplier's Background IP remains vested in Supplier and Veolia's Background IP and all Intellectual Property Rights in Veolia's material remains vested in Veolia.

Veolia grants the Supplier a non-exclusive, royalty-free, revocable, non-transferable licence to use the Project IP and Veolia's Background IP to the extent required to perform the Supplier's obligations under a Purchase Order.

3. DEFECTS

At any time before the expiry of the Defects Correction Period, Veolia may direct the Supplier to replace, rectify or re-perform any defective Goods/ Services within 7 days.

However, if, in Veolia's view, the relevant defect creates a circumstance or condition that requires prompt rectification, then Veolia is not obliged to give the Supplier an opportunity to make good the defect before Veolia rectifies, or engages others to rectify, the defect at the Supplier's risk, and all reasonable costs and expenses incurred by Veolia will be a debt due and payable from the Supplier to Veolia.

A new separate Defects Correction 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 clause 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 Veolia pays for those Goods.

The Supplier warrants that Veolia will be entitled to free and clear legal and beneficial title to the Goods at the time title passes in accordance with this clause 4.

5. PRICE AND PAYMENT

5.1 Invoices and payments

Subject to clause 5.2, Veolia must pay the Supplier the Price at the expiry of the Payment Period, except where Veolia is required by Law to pay within a shorter time frame, in which case Veolia must pay within that time frame.

Unless the Purchase Order expressly provides otherwise, the Price is:

- (a) inclusive of all charges including insurance, premiums and costs, leave entitlements, freight, packaging, packing and delivery costs and taxes;
- (b) inclusive of the cost of any miscellaneous services of a kind which are commonly provided with the supply or performance of goods or services of the same or a similar nature to the Supplies and any miscellaneous items of a kind which are commonly used or supplied in conjunction with goods, services or software of the same or a similar nature to the Supplies; and
- (c) not subject to rise and fall, escalation or review.

Following supply of the Goods/Services, the Supplier must submit an invoice which meets all the requirements of a valid tax invoice in the Place of Delivery.

A payment made pursuant to a Purchase Order will not be taken or construed as proof or admission that the Good, or Services supplied or performed, or any part of the Goods or Services supplied or performed, were to the satisfaction of Veolia but will only be taken to be payment on account.

General Terms and Conditions of Purchasing

5.2 Dispute and set-off

If Veolia reasonably disputes any invoice to the extent permitted by Law, Veolia may withhold payment of the disputed part of the relevant invoice pending resolution of the dispute.

Veolia may set-off or deduct from any amounts due to the Supplier, or which may become due, from the Supplier to Veolia in respect of this Agreement. Veolia may separately recover from the Supplier any debt owed by the Supplier to Veolia under this Agreement.

5.3 GST

Unless otherwise indicated, all consideration provided for a supply under this Agreement is exclusive of any GST imposed on the supply. If for any reason GST is imposed on a supply under this Agreement, the recipient of the supply on receipt of a tax invoice must pay to the Supplier an additional amount equal to the GST imposed on the supply. The recipient of a supply under this Agreement is not liable to reimburse the Supplier in relation to any amount for which the Supplier can claim an input tax credit. GST is payable at the same time and in the same manner as is any other amount payable under this agreement, where that amount is subject to GST.

5.4 Statutory Declaration

If so required by Veolia, the Supplier will submit with each invoice a statutory declaration (in a form approved by Veolia) confirming that the Supplier has paid all its suppliers, subcontractors and any persons employed or engaged in any way for the Supplies all amounts the Supplier is legally required to pay in respect of those persons, their employees and associates.

6. INDEMNITY

The Supplier must indemnify Veolia and its officers, employees, contractors and agents against all damage, expense (including without limitation lawyers' fees and expenses on a solicitor/client basis), loss (including without limitation financial loss), or liability of any nature suffered or incurred by Veolia arising out of or as a consequence of any breach by the Supplier of its obligations under the Agreement.

The Supplier must indemnify Veolia, its officers, employees, subcontractors and agents against:

- (a) loss of, loss of use of (whether total or partial), or damage to Veolia's property; and
- (b) claims by any person against Veolia in respect of personal injury, disease or illness or death or loss of, loss of use of (whether total or partial), or damage to any property;

arising out of or as a consequence of any act or omission of the Supplier.

The Supplier's liability to indemnify Veolia will be reduced proportionally to the extent only that a negligent act or omission of Veolia has contributed to the loss, damage, expense, injury, disease, illness, death or other liability.

Veolia will not be liable to the Supplier under or in respect of the Agreement whether in contract, tort (including negligence), statute or any other cause of action for any indirect loss, including loss of profits, loss of business or opportunity or loss of anticipated savings, consequential, exemplary, punitive or special damages.

7. INSURANCE

Without in any way limiting or affecting the Supplier's other obligations under the Agreement, the Supplier must before supplying the Goods and/or Services take out, maintain and for the period commencing from the date of commencement of the Supplies to the end of the Defects Correction Period:

Insurance	Place of Delivery - Australia Amount of Cover	Place of Delivery - NZ Amount of Cover
Public and Products Liability Insurance	Minimum of AUD \$20 million	Minimum of NZD \$10 million
Professional Indemnity Insurance In the case of professional services, the Supplier must take out and maintain Professional Indemnity commencing on the date of this agreement and for a period of six years from the date of delivery or performance.	An annual policy for an amount of AUD \$10 million for any one occurrence with provision for one automatic reinstatement per period of insurance.	An annual policy for an amount of NZD \$1 million for any one occurrence with provision for one automatic reinstatement per period of insurance.
Workers' Compensation Insurance	The maximum amount required by law of each relevant State and Territory where work is being performed.	Not required

General Terms and Conditions of Purchasing

Motor Vehicle Third Party Property Insurance covering property damage in relation to all motor vehicles owned, leased or hired by the Supplier and used in connection with the supply of the Goods or the Supplier's other obligations under this Agreement	Minimum of AUD \$20 Million	Minimum of NZD \$5 million
Plant and Equipment Insurance covering the Supplier for any loss of or damage to any property used in performing or delivering the Supplies	Replacement value	Replacement value

The Supplier must provide evidence of these insurances when reasonably requested by Veolia.

8. TERMINATION

8.1 Termination by breach of Agreement

If Veolia considers that the Supplier is in breach of the Agreement including any Purchase Order, Veolia may:

- (a) immediately end the Agreement by notice in writing to the Supplier if Veolia, acting reasonably, does not believe the breach of a material obligation is capable of remedy; or
- (b) give the Supplier a notice specifying the date by which the Supplier must rectify, or mitigate the effects of, the breach. If the Supplier fails to rectify, or mitigate the effects of the breach within the time specified in the notice, Veolia may take any action it considers appropriate to rectify or mitigate the effects of the breach, or may terminate the Agreement in accordance with Veolia's notice to the Supplier.

8.2 Termination by Veolia

Notwithstanding any other provision of this agreement Veolia may at its sole discretion, and without giving any reason, terminate the Agreement by giving 30 days' written notice to the Supplier.

8.3 Termination by default

Either party may terminate the Agreement, 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.

8.4 Termination for fraud

Without limiting any other provision of this Agreement, if:

- (a) the Supplier or the Supplier's Personnel are involved in any fraudulent activity or fraudulent representation whatsoever, whether related to this Agreement or not; and
- (b) the Supplier has not, within 2 Business Days of receipt of a notice from Veolia, provided Veolia with sufficient reason as to why this Agreement should not be terminated,

then Veolia may immediately terminate this Agreement.

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 clause 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 the Agreement and will not affect the continued operation of the remaining provisions of the Agreement.

(Assignment) The Supplier must not assign part or all of the Agreement.

(Applicable Law) Where the Place of Delivery is in Australia, the Agreement is governed by the law in force in the State or Territory where the Site is located and the parties submit to the non exclusive jurisdiction of the courts of that State or Territory.

Where the Place of Delivery is in New Zealand, the Agreement is governed by the law in force in New Zealand and the parties submit to the non- exclusive jurisdiction of the courts of New Zealand.

General Terms and Conditions of Purchasing

(Waiver) Any waiver by Veolia under the Agreement will only be effective and binding on Veolia if it is given or confirmed in writing. No waiver by Veolia of a breach of the Agreement will operate as a waiver of another breach of that term of the Agreement or any other term of the Agreement.

(Confidential information) The Supplier may not, and must ensure that its employees and subcontractors do not, without the prior written approval of Veolia, either during the Supplies or after the expiry or earlier termination of this Agreement, disclose or give to any person any Confidential Information.

(Subcontractors) The Supplier may not subcontract to any person the performance of any of its obligations under the Agreement without the prior written approval of Veolia, which Veolia may in its discretion withhold.

11. CANCELLATION

Veolia may cancel or reduce the quantity of any Goods or Services by notifying the Supplier before the relevant Date for Delivery; or at any time, if the Supplier fails to supply the Goods and Services by the Date for Delivery specified in the Purchase Order.

12. DEFINITIONS AND INTERPRETATION

12.1 Definitions

Additional Terms means the additional terms published on Veolia's procurement website.

Agreement means the contract comprised by the Purchase Order, these Terms (including where applicable the Additional Terms).

Authority means any government department, body or instrumentality or other authority or statutory body which has a right to impose a requirement or whose consent is required with respect to the Supplies.

Australian Standards means a standard published by Standards Australia.

Background IP means any Intellectual Property Rights owned or licensed by a party which that party makes available, contributes, brings to or uses in connection with this Purchase Order.

Business Day means a day other than a Saturday, Sunday, a public holiday in the Place of Delivery or the 27, 28, 29, 30 and 31 December.

Confidential Information means all information of a confidential nature disclosed to the Supplier by Veolia or any Related Entity or of which the Supplier becomes aware (and any copy or record of any such information), including:

- (a) information (including clients and/or customer information) relating to technical knowledge that Veolia may possess relating to projects and tenders undertaken by Veolia or a Related Entity, including strategies and pricing considerations;
- (b) information in relation to technology, trade secrets and know-how, equipment, manufacturing processes, inventions, patent applications, designs, computer systems, software programs, products, marketing strategies, business systems and financial affairs of Veolia, its clients, or a Related Entity;
- (c) other technical and commercial information which is personal to Veolia, its clients or customers, or a Related Entity, is not common knowledge among competitors to whom it may be useful and which may give Veolia, its clients, or a Related Entity an advantage over its existing and prospective competitors; and
- (d) other information obtained by Veolia from third parties on a confidential basis,

whether the information was disclosed:

- (e) orally, in writing or in electronic or machine readable form;
- (f) before, on or after the date of the Agreement;
- (g) as a result of discussions between the parties; or
- (h) by Veolia, a Related Entity or third parties,

which is not in the public domain via any breach of confidentiality.

Date for Delivery means the delivery date specified on the Purchase Order.

Defects Correction Period means:

- (a) in respect of Goods, 24 months from the date of delivery of the Goods;
- (b) in respect of Services, 12 months from the date on which a Service is last performed.

Documentation means all documentation, which the Supplier is to produce (including any produced by its subcontractors) in accordance with this Agreement including plans, operating and maintenance manuals, drawings, specifications, calculations, models, equipment, information and other data stored by any means.

Eligible Business means, where the Place of Delivery is Australia:

General Terms and Conditions of Purchasing

- (a) an Australian business with annual turnover up to AUD\$10 million; or
- (b) Aboriginal and/or Torres Strait Islander businesses; or
- (c) government organizations.

Goods means the goods, if any, specified in the Purchase Order.

GST means

- (a) where the Place of Delivery is in Australia: as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (b) where the Place of Delivery is New Zealand: as defined in the Goods and Services Tax Act 1985 (NZ).

Intellectual Property Rights are all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967 (as amended from time to time).

Law means any

- (a) applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the Place of Delivery, and includes the common law as applicable from time to time;
- (b) certificates, licenses, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Supplies; and
- (c) any applicable Authority requirements and industry codes of practice.

New Zealand Standards means a standard published by Standards New Zealand.

Payment Period means:

- (a) where the Place of Delivery is in Australia:
 - (i) if the Supplier is an Eligible Business, 30 days from the date of invoice, otherwise
 - (ii) 60 days from the date of invoice;
- (b) where the Place of Delivery is in New Zealand, 40 days from the date of invoice.

Personnel means any officer, employee, agent, adviser or independent contractor.

Place of Delivery means the Site, or such other place which is specified in the Purchase Order as the place for delivery of the Supplies.

Price means the price or rates specified in or calculated in accordance with the Purchase Order.

Project IP means all Intellectual Property Rights (present or future) created, discovered or coming into existence as a result of, for the purpose of, or in connection with the performance of a Purchase Order.

Purchase Order means the standard Veolia document which Veolia issues from time to time to procure Supplies and contains amongst other things a description of the Supplies and the relevant Veolia purchasing entity.

Related Entity means, in relation to any party, any person who controls or is controlled by that party, or any person who is controlled by the same person as that party.

Services means the services, if any, specified in the Purchase Order.

Site means the place described in the Purchase Order as the place for the use or storage of the Goods by Veolia or for the performance of the Services.

Site Standards and Procedures means all of Veolia's standards, policies and procedures that are of general application at the Site in relation to matters concerning safety, health, the environment, industrial relations and personal conduct.

Specification means (in order of priority) (a) any description or representation about the Supplies provided by Veolia or referred to in the Purchase Order, and (b) the Supplier's or their manufacturer's published specifications for the Supplies.

Supplier means the entity named in the Purchase Order as providing the Supplies for Veolia.

Supplies means the supply of Goods and/or the performance of the Services.

Use includes using, installing, adapting, modifying, operating, exercising, maintaining, managing, testing, copying and supporting.

Veolia means the entity named in the Purchase Order.

12.2 Interpretation

Including and similar expressions are not words of limitation.

General Terms and Conditions of Purchasing

Reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision.

Order of precedence, unless otherwise stated, in the case of any ambiguity or inconsistency, will be as follows:

- (a) these Terms;
- (b) Purchase Order.

13. ADDITIONAL PROVISIONS - WEBSITE

Veolia may amend these Terms from time to time by posting amendments to these Terms on Veolia's procurement website. The Purchase Order will contain the link to current Terms and the Supplier agrees to be bound by these current Terms.

14. MODERN SLAVERY WHERE THE PLACE OF DELIVERY IS AUSTRALIA, THIS CLAUSE APPLIES

14.1 Definitions

In this clause:

Modern Slavery has the meaning given to it in section 4 of the *Modern Slavery Act 2018* (Cth), as amended from time to time; and

Supply Chain means products and services which contribute to the Supplier's own products and services and includes products sourced in Australia or from overseas and extends beyond the Supplier's direct suppliers.

14.2 Modern Slavery obligations

The Supplier represents and warrants that it and, so far as it is aware, its Supply Chain has not been:

- (a) and is not, engaged in any instances of Modern Slavery;
- (b) convicted of any offence relating to Modern Slavery;
- (c) and is not the subject of, any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery.

The Supplier must and must ensure that its subcontractors and suppliers:

- (a) comply with all applicable laws, statutes and regulations relating to Modern Slavery and conduct regular audits (at least annually) such compliance;
- (b) continue to take reasonable steps to prevent Modern Slavery being connected to the Supplier's business and Supply Chains, and has, and will maintain and enforce, adequate policies and procedures (including due diligence procedures) to that end;
- (c) notify Veolia as soon as it becomes aware of any actual or suspected Modern Slavery in a Supply Chain which has a connection with this agreement, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body into an instance of Modern Slavery; and
- (d) maintain a complete and accurate set of records to track the Supply Chain of all goods and services provided to Veolia in connection with this agreement.

The Supplier must respond promptly to all reasonable requests for information required by Veolia for the purposes of complying with all legislative requirements in connection with Modern Slavery including without limitation completing Veolia's annual modern slavery statement including providing information regarding the steps the Supplier has taken to identify, assess remediate and eliminate Modern Slavery.

The Supplier must permit Veolia and its third party representatives, on reasonable notice during normal business hours, (but without notice if Veolia has reasonable grounds to suspect an instance of Modern Slavery), to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier's personnel and more generally to audit the Supplier's compliance with its obligations under this clause. The Supplier must give all necessary assistance to the conduct of such audits.

A breach of this Modern Slavery clause constitutes a material breach.