



1. Intent

This document outlines the Standard Anindilyakwa Land Council Purchase Order Terms and Conditions.

2. Requirements

2.1. General

- a. **"Anindilyakwa Land Council"** means the ALC in respect of which a Purchase Order is issued.
- b. **"Purchase Order"** means the agreement between ALC group entity and the Seller which arises on acceptance of a written ALC group entity purchase order, the written purchase order and any documents attached or incorporated by reference together comprising the entire agreement for the purchase of the goods and/or services ("**Goods/Services** ").
- c. **"Price"** means the price for the Goods/Services as set out in the Purchase Order.
- d. No modification of these Terms will be binding on ALC group entity unless agreed to by ALC group entity in writing.
- e. These Terms replace all prior proposals and negotiations with the Seller and the Purchase Order supersedes any prior documentation in relation to the supply of the Goods/Services.
- f. These Terms override any quotes, terms and conditions, invoices or other documentation exchanged between the parties whether such documentation expressly provide that they override these Terms.
- g. The Seller will not, without the prior written consent of ALC group entity, assign, sub-contract or otherwise transfer the Purchase Order, either in whole or in part.
- h. If the Seller comprises two or more persons, each person is jointly and severally responsible for all and any obligations, liabilities, and indemnities in favour of ALC group entity.
- i. The acceptance by the Seller of ALC group entity written Purchase Order or delivery of the Goods/Services (whichever first occurs) will constitute unconditional acceptance of the written Purchase Order and agreement between the parties of these Terms.





2.2. Supply of Goods/Services

- a. In consideration of payment of the Price by ALC group entity, the Seller must supply the Goods and/or perform the Services:
 - i. in accordance with and by the dates set out in the Purchase Order.
 - ii. at the Price; and
 - iii. in accordance with these Terms.
- b. The parties' relationship is one of principal and independent contractor, not employer and employee, principal and agent or partnership and no contractual relations will arise between any of the Seller's employees, agents or subcontractors and ALC group entity as a result of the Seller's and ALC group entity relationship, and the Seller does not have the right or authority to act on behalf of or bind ALC group entity unless the Seller has expressly authorised ALC group entity in writing.
- c. The Seller acknowledges their chain of responsibility (CoR) for the safe and legal delivery of goods and warrants that they have put in place all necessary processes, procedures, and investigations to ensure compliance with all road laws.
- d. The Seller must supply the Goods/Services:
 - i. with due care and skill using that standard of diligence, that would reasonably be expected from a prudent, expert, and experienced provider of Goods/Services in Australia which are like the Goods/Services the subject of the Purchase Order.
 - ii. using appropriately qualified, trained, certified and supervised personnel; and
 - iii. in compliance with the Purchase Order, these Terms, all applicable laws, industry practice and the reasonable directions of ALC group entity.

2.3. Acceptance of delivered Goods/Services

- a. The Seller will dispatch the Goods/Services in accordance with the delivery details set out in the Purchase Order (including the manner, date, and location of delivery) ensuring that they arrive at the specified delivery point at the time specified in the Purchase Order.
- b. Delivery will only occur when the Goods/Services have been received and accepted by ALC group entity notwithstanding any agreement to pay freight, express or other transportation charges or the passage of title by operation of law or otherwise and the cost of loss or damage in transit will be borne by the Seller.
- c. Risk in the Goods/Services will pass to ALC group entity when ALC group entity unconditionally accepts the Goods/Services in accordance with these Terms. Title to and property in the Goods immediately passes to ALC group entity upon payment of the Price.





- d. All Goods/Services will be subject to ALC group entity inspection and approval. If any Goods/Services are rejected by ALC group entity, those Goods/Services will be held, subject to the Seller's instructions, at the Seller's risk and at the Seller's expense and, may be returned by ALC group entity to the Seller, or as otherwise instructed by the Seller, at the Seller's expense.
- e. ALC group entity reserves the right to reject any Goods/Services which are damaged, or which do not conform to the quality, conditions or type specified in the Purchase Order.
- f. Acceptance by ALC group entity of all or any part of the Goods/Services supplied under the Purchase Order which is not in accordance with the terms of the Purchase Order will not bind ALC group entity to accept future deliveries.
- g. Acceptance ALC group entity of all or any part of the Goods/Services will not be deemed to be a waiver of ALC group entity right either to cancel or return all or any part of the Goods/Services because of failure to conform to the Purchase Order by reason of any defects or breach of warranty, or be deemed to be a waiver of ALC group entity right to make any claim for damages incurred by ALC group entity . These rights will be in addition to any other remedies provided by law.

2.4. Seller's Warranty

- a. The Seller warrants that the Goods/Services will be of merchantable quality, fit for sale and for use, fit for the purpose intended and that they conform to the specifications, applicable standards and performance capacity represented by the Seller or specified in the Purchase Order.
- b. The Seller warrants that the Goods/Services, including in the case of goods, all component parts, are free from defects and, for a period of one year after ALC group entity acceptance of the Goods/Services, agrees to promptly replace and reinstall any defective part or unit at no cost to ALC group entity, (including without limitation labour, material, freight and delivery charges) or resupply free of charge any service, as appropriate.

2.5. Payment Terms

- a. ALC group entity must pay the Seller the Price for the Goods/Services.
- b. The Price is inclusive of all costs incurred by the Seller in supplying the Goods/Services (including labour and transportation costs) and all new, existing, or increased federal, state, territory or regulatory charges or duties (other than GST).





- c. Payment for the Goods/Services will be made 30 days, from the end of the month that the Goods/Services are received, and a valid tax invoice (quoting ALC group entity Purchase Order number) is received.
- d. Payment for the Goods/Services does not imply acceptance of the Goods/Services by ALC group entity and shall not in any way affect ALC group entity's rights under the Purchase Order.
- e. ALC will withhold all payments where the seller has failed to provide an approved purchase order number with the delivery of goods and services.
- f. If ALC group entity disputes the amount of a valid tax invoice, ALC group entity must pay the undisputed amount.

2.6. GST/Other Taxes

- a. The Seller agrees to pay and discharge all taxes, duties, and other imposts on the Goods/Services and to indemnify ALC group entity against any liability for such taxes, duties, and imposts. ALC group entity retains the right to withhold monies due to the Seller in respect of any unpaid taxes, duties, or other imposts where payment of these by ALC group entity is required by law.
- b. GST related terms used in these Terms have the meaning given to them in applicable GST legislation. In relation to GST:
 - i. If the Supply of goods and/or services under these Terms results in the Seller being liable to pay GST, the Seller will pay that GST and will provide a Tax Invoice to ALC group entity requiring it to pay to the Seller the amount of that GST. ALC group entity agrees to pay the amount of that GST to the Seller.
 - ii. The liability to pay GST to the Commissioner for any Supply under these Terms and liability for all penalties, interest, and other charges under the GST Act, always remains with the Seller.
 - iii. Payment of the GST set out in the Tax Invoice will be in accordance with the terms of payment for the Supply set out in these Terms.
 - iv. The Seller is not entitled to claim from ALC group entity payment of an amount of GST greater than the actual GST due by the Seller to the Commissioner.
 - v. If for any reason the amount of GST payable by the Seller on any supply of goods and/or services under this Agreement is reduced, the Seller must inform ALC group entity in accordance with the Seller's obligations under GST legislation and reduce accordingly the amount payable by ALC





- group entity under clause ALC group entity has already paid that amount, refund the amount of the reduction to ALC group entity within 14 days.
- vi. If because of the reduction or removal of any tax, duty, excise, or statutory charge (including without limitation sales tax, fuel excise, stamp duty, FID, and debits tax) the GST exclusive value of the Goods/Services is reduced, the Seller must pass on in full to ALC group entity any associated cost savings which result to the Seller.
 - vii. ALC group entity may on reasonable notice, have carried out an audit of the Seller to ensure that the Seller is complying with its obligations in the preceding paragraph. For this purpose, the Seller will do all things reasonably necessary to co-operate with ALC group entity and will make available to ALC group entity all relevant documentation.

2.7. Termination/cancellation

- a. ALC group entity may, at its option, cancel all or part of a Purchase Order at any time for any reason by giving written notice to the Seller.
- b. If the Seller commits a breach of or fails to comply with any of these Terms or (if an individual) becomes bankrupt or makes an assignment of their estate for the benefit of their creditors or makes an arrangement or composition with their creditors or (if a company) goes into liquidation, provisional liquidation or administration or has a receiver appointed to any of its assets, ALC group entity may cancel the Purchase Order with immediate effect.
- c. On cancellation of a Purchase Order:
 - i. the accrued rights and remedies of each party are not affected.
 - ii. the Seller must stop working on any incomplete or undelivered Goods/Services.
 - iii. if requested by ALC group entity, deliver to ALC group entity all completed Goods/Services which conform in quality to the Purchase Order; and
 - iv. the Seller's sole and exclusive right in respect of the termination is limited to the payment of the Price for any Goods/Services which have been completed in accordance with the Contract and delivered to ALC group entity.

2.8. Insurance

The Seller will affect and maintain the following insurances:





- a. Marine Transit and Property Damage insurance covering physical loss, damage or destruction of the Goods supplied for their full replacement value.
- b. Public and Products Liability insurance for a limit of indemnity of not less than \$20 Million for any one occurrence and in the aggregate with respect to Products Liability if the Seller is supplying Goods.
- c. Workers Compensation insurance and any other insurance required by any applicable law including Industrial Disease coverage as may be required, in respect of any person employed or engaged by the Seller who goes on to any ALC group entity site; and
- d. The Seller will at any time requested by ALC group entity provide certificates of currency for each of the above insurances.

2.9. Indemnity

- a. The Seller will indemnify and hold ALC group entity harmless from all claims, demands, proceedings, liability, loss, damage, or expense (including legal fees on a solicitor and own client indemnity basis) for any breach or violation of intellectual property rights including patents, patents pending, trademarks, trade names, copyright and know how relating to the Goods/Services. This indemnity will be in addition to any other remedies provided by law.
- b. The Seller will indemnify and hold ALC group entity harmless from all claims, demands proceedings, liability, loss, damage, and expense (including legal fees on a solicitor and own client indemnity basis) sustained by ALC group entity arising out of or in connection with:
 - i. the Goods/Services.
 - ii. a breach of these Terms; or
 - iii. any act or omission by the Seller or the Seller's employees, agent, or contractors,
- c. including without limitation in connection with any death or injury to any person, damage to any property, or any clean-up costs, directly or indirectly caused or contributed to by the Seller, except to the extent that any such loss is caused by ALC group entity wilful misconduct or negligence.





2.10. Consequential Loss

Despite any other provision in this Purchase Order, neither party is liable for any Consequential Loss suffered by the other party unless otherwise stated in contract or agreement.

For the purposes of these Terms, "Consequential Loss" means all indirect loss or damages, loss of contract, loss of profit, loss of production, loss of revenue, loss of savings, loss of use, or business interruption, howsoever caused, arising out of or in connection with the Purchase Order and whether or not foreseeable at the date of the Purchase Order irrespective of whether such loss is caused by the negligence or breach of duty, statutory or otherwise, or by any other tortious act or omission or breach of the these Terms by either party.

2.11. Anti-bribery & Anti-corruption

The Seller must:

- a. at all times comply with the ALC group entity Anti-Bribery and Anti-Corruption Policy and all applicable laws, statutes, regulations, and codes relating to anti-bribery and improper payments, including but not limited to the Commonwealth Criminal Code (Australia)
- b. be responsible for, the observance and performance of the Relevant Requirements by all persons performing services or providing goods in connection with the Purchase Order on behalf of the Seller or under its supervision or control, including any third parties engaged by the Seller.

2.12. Anti-slavery and human trafficking

The Seller must:

- a. maintain, keep up to date and enforce its own policies and procedures to ensure its compliance with all Modern Slavery Laws and, if requested by ALC group entity, provide it with copies of such policies and procedures.
- b. not engage in (and take reasonable steps to ensure that in the Sellers's operations and supply chains there are not) any activities, practices or conduct that would constitute an offence under anti-slavery and human trafficking Laws, including Modern Slavery Laws.
- c. notify ALC group entity as soon as reasonably practicable after it becomes aware of any actual or suspected activity, practice or conduct of the type:





- i. provide ALC group entity with all information and records reasonably requested by ALC group entity, for it to comply with its reporting obligations under Modern Slavery Laws, which may include information and records regarding:
- ii. potential modern slavery risks in the Seller's operations and supply chain.
- iii. any actions taken by the Seller to address any modern slavery risks (including due diligence and remediation processes); and
- d. the effectiveness of such actions,

and provide such information and records to ALC group entity within 30 days of ALC group entity request.

2.13. Environment

The Seller must:

- a. comply with relevant ALC environments policy, Groote Eylandt and local laws, regulations and standards related to the protection of the environment, including the safe handling, movement, storage, recycling or reuse and disposal of goods.
- b. in transferring any goods or conducting any services on a ALC group entity site, ensure that such goods or services comply with all region's specific environmental requirements, including but not limited to those related either to identification and communication of substances found in supplier products, restriction of specific substances, or to labelling for recycling and disposal.

2.14. Supplier Conduct

The Seller must, without limiting the other provisions of these terms, comply with the ALC group entity Code of Conduct.

2.15. Governing Law

The Purchase Order will be applicable to the laws of Northern Territory and the Commonwealth of Australia, and both parties agree to submit to the non-exclusive jurisdiction of the courts of Northern Territory and the Commonwealth of Australia.

