

1. Supply

- 1.1 From time to time, Bolton Clarke may issue a Purchase Order to the Supplier for Goods and/or Services.
- 1.2 The Supplier must provide Bolton Clarke with the Goods and/or Services:
- (a) at each location, in the volumes, at the times and in the timeframes required by that Purchase Order;
 - (b) in accordance with any relevant Specifications and the directions of Bolton Clarke;
 - (c) in accordance with any sample or demonstration provided by the Supplier to Bolton Clarke; and
 - (d) in respect of Goods, with an accompanying packaging slip that includes:
 - (i) the Purchase Order number (if applicable);
 - (ii) any item number;
 - (iii) the name and quantity of the Goods being supplied;
 - (iv) the delivery location of the Goods; and
 - (v) the dispatch date of the Goods.
- 1.3 Title to a Good passes to Bolton Clarke on payment of that Good by Bolton Clarke.
- 1.4 If for the purposes of delivering any Goods and/or performing any Services, any of the Supplier's Associates require access to premises upon which Bolton Clarke's clients are present, then the Supplier must, at its cost, provide to Bolton Clarke in respect of each of the Supplier's Associates before that person obtains access to the premises:
- (a) a police check of the person issued within the last three years which is free from any criminal history;
 - (b) Medicare immunisation history statement or a COVID-19 digital certificate evidencing that the person has received the number of primary and booster doses as mandated by government or government authority of a COVID-19 vaccine approved by the Therapeutic Goods Administration for use in Australia, or a medical exemption form completed and signed by a health practitioner; and
 - (c) a statement or record from a health practitioner, a pharmacy invoice or a Medicare immunisation history statement evidencing that the person has received their annual influenza vaccination, or a medical exemption form completed and signed by a health practitioner.
- 1.5 The Supplier must, and must ensure that the Supplier's Associates:
- (a) comply with all relevant laws and provide evidence of such compliance to Bolton Clarke's satisfaction;
 - (b) comply with all requirements of any government or government authority including but not limited to public health directions which relate to or may impact upon the provision or delivery of the Goods and/or Services in the relevant State in which the Goods and/or Services are provided and provide evidence of such compliance to Bolton Clarke's satisfaction; and
 - (c) when on Bolton Clarke's premises, the Supplier must comply with, and ensure that all persons involved in the provision of the Goods and/or Services comply with, Bolton Clarke's:
 - (i) policies, directions and procedures relating to work health and safety, risk management and quality management;
 - (ii) security and confidentiality requirements; and
 - (iii) work standards, methodologies and procedures;
 - (d) do not damage any part of Bolton Clarke's premises or the fixtures or fittings.
- 1.6 Bolton Clarke may refuse access to premises to the Supplier and/or the Supplier's Associates who do not comply with clauses 1.4 and 1.5. Bolton Clarke's denial of access under this clause does not relieve the Supplier in any way from the performance of the Supplier's obligations under these terms. The Supplier agrees to hold Bolton Clarke harmless against any liability incurred or suffered by the Supplier arising out of, or in connection with, Bolton Clarke's denial of access.
- 1.7 The Supplier agrees, at its cost, to support the quality and accreditation programs at Bolton Clarke's premises as reasonably requested by Bolton Clarke.
- 1.8 The Supplier acknowledges and agrees that:
- (a) time is of the essence in relation to terms;
 - (b) unless Bolton Clarke agrees, the Supplier may not deliver a Good or provide a Service prior to the due date specified in the Purchase Order;
 - (c) if the Supplier supplies more quantities of a Good than specified in a Purchase Order, Bolton Clarke may return the excess at the Supplier's cost;
 - (d) it must supply the Goods and/or perform the Services in the way that is the most cost effective for Bolton Clarke;
 - (e) if Bolton Clarke identifies a defect in a Good, then Bolton Clarke may elect, at its own discretion, and at any time, to:
 - (i) return the Good to the Supplier and the Supplier must at its cost, either:
 - (A) make good the defect in the Good; or
 - (B) replace the Good; and

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the Supplier must return the Good free of defects to Bolton Clarke at a time and location agreed by Bolton Clarke; or

(ii) repair the Good and the Supplier indemnifies Bolton Clarke against all costs incurred under this clause 1.8(e);

(f) the Supplier is liable for the design, testing, and delivery of Goods in accordance with the Specifications and Purchase Order;

(g) except as contemplated by a Purchase Order, Bolton Clarke does not commit to or guarantee to purchase any volume or value of Goods and/or Services during the Term;

(h) the Supplier is not Bolton Clarke's exclusive supplier of goods and services in the nature of the Goods and Services;

(i) Bolton Clarke may use the Goods and/or Services for its own benefit, resupply the Goods and/or Services to a third party and/or request the Goods and/or Services be supplied to an Associated Entity, in which case clause 11 applies; and

(j) acceptance of Goods and/or Services by Bolton Clarke:

(i) does not limit the Supplier's liability for breaching these terms; and

(ii) is not an acceptance by Bolton Clarke that the Goods and/or Services comply with these terms.

2. Warranties

2.1 The Supplier represents and warrants, and it is a condition of these terms, that:

(a) the Supplier has the right and authority to provide Bolton Clarke with the rights described in clauses 5.1 and 5.3;

(b) each Good and receipt of the Services will not infringe the Intellectual Property Rights or other rights of any third party; and

(c) the exercise of the rights described in clauses 5.1 and 5.3 will not infringe the Intellectual Property Rights or other rights of any third party.

2.2 The Supplier represents and warrants, and it is a condition of these terms, that:

(a) all work performed under these terms will be carried out and completed efficiently, with due skill and care and to the best industry standards by qualified personnel trained and skilled in the supply of the Goods and/or the performance of the Services, in a proper and workmanlike manner and using new materials suitable for the purpose;

(b) the Supplier and the Supplier's Associates will hold such licences, permits, registrations and insurances as

are required under relevant State and/or Commonwealth legislation or regulation to supply the Goods and/or perform the Services;

(c) the Supplier and the Supplier's Associates will organise and arrange the performance of the Services so as to cause minimal inconvenience and disruption to Bolton Clarke;

(d) the Goods and/or Services will comply with the Specifications, including any Bolton Clarke requirements contemplated by the Specifications;

(e) the Goods and/or Services will be fit for the purpose for which they are sought and comply with all laws, mandatory industry codes and standards;

(f) any materials that the Supplier uses to supply the Goods and/or perform the Services, will be free from defects in design, performance and workmanship;

(g) the Supplier is the legal and beneficial owner of any materials that the Supplier uses to supply the Goods and/or perform the Services, free of any third party interest or encumbrance; and

(h) each Good will be of merchantable quality.

2.3 The Supplier acknowledges and agrees that Bolton Clarke, in entering into these terms, relies on the warranties and representations made under these terms.

3. Prices

3.1 Subject to the Supplier complying with these terms, Bolton Clarke must pay the Prices to the Supplier.

3.2 The Supplier must invoice Bolton Clarke for the Prices within 30 days of the supply of the Goods and/or Services being completed to Bolton Clarke's satisfaction.

3.3 An invoice for payment must:

(a) include any information requested by Bolton Clarke (including the Purchase Order number);

(b) be addressed to the correct entity; and

(c) be a tax invoice and be in a form approved by Bolton Clarke.

3.4 Subject to clauses 3.3, 3.5 and 3.6, if:

(a) the Purchase Order contemplates payment of the Prices in one instalment, Bolton Clarke must pay an invoice for particular Goods and/or Services within 30 days of the end of the month in which Bolton Clarke received that invoice; or

(b) the Purchase Order contemplates payment of the Prices in instalments, Bolton Clarke must pay on the dates and frequency specified in the Purchase Order and in any event after receipt of an invoice rendered in accordance with clause 3.3 from the Supplier.

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3.5 If there is a dispute about whether a Price, refund or other amount contemplated by these terms is payable or available, Bolton Clarke may withhold the amount in dispute without penalty until the resolution of the dispute.

3.6 Bolton Clarke may set off against any amount payable by Bolton Clarke under these terms any amount payable by the Supplier to Bolton Clarke, including any amount:

- (a) payable under an indemnity; and
- (b) attributable to loss or damage suffered or incurred by Bolton Clarke in connection with these terms.

4. Term and termination

4.1 These terms commence on the Commencement Date and continue until terminated in accordance with this clause 4.

4.2 Bolton Clarke may terminate these terms at any time without cause by giving 30 days' written notice to the Supplier.

4.3 If either party:

- (a) commits a material breach of this agreement that is capable of being remedied, but fails to remedy that breach within 30 days of a written notice from the other party;
- (b) commits a material breach that is incapable of being remedied; or
- (c) is subject to an Insolvency Event,

then either party may terminate this agreement by written notice to the other party, in which case this agreement will terminate on the date specified in that written notice or, if no date is specified, immediately.

4.4 On termination of these terms:

- (a) accrued rights or remedies of a party are not affected; and
- (b) if required by Bolton Clarke with respect to particular Purchase Orders which have not yet been performed to Bolton Clarke's satisfaction, these terms will continue until the Supplier has performed the Services contemplated by those Purchase Orders to Bolton Clarke's satisfaction.

4.5 The Supplier will be entitled to payment for the Goods and/or Services provided only up to the date of termination. Bolton Clarke will be entitled to withhold any payments for Goods and/or Services not supplied or completed, or under dispute at the time of termination of these terms.

4.6 Termination of these terms will not affect clauses 3.5, 3.6, 4.3, 5.1, 5.3, 5.4, 5.8, 6, 7, 8 and 10 or any provision of these terms which is expressly or by implication intended to come into force or continue on or after the termination.

5. Intellectual property

5.1 The Supplier assigns to Bolton Clarke the Intellectual Property Rights (including future Intellectual Property Rights):

- (a) in the Goods; or
- (b) otherwise created by the Supplier in the performance of the Services.

5.2 The Supplier must do all things necessary to give effect to clause 5.1.

5.3 In addition to clause 5.1, the Supplier grants Bolton Clarke an irrevocable, royalty free, transferable, worldwide licence (including the right to sublicense) to exercise any Intellectual Property Rights required for the use and exploitation of the Goods and/or Services.

5.4 The Supplier must not act or fail to act in any way which damages or is likely to damage the reputation of Bolton Clarke, a Good and/or a Service.

5.5 The Supplier acknowledges that:

- (a) Bolton Clarke retains the Intellectual Property Rights in Bolton Clarke Material; and
- (b) nothing in these terms gives the Supplier any Intellectual Property Rights or other rights in Bolton Clarke Material.

5.6 The Supplier must only use Bolton Clarke Material in accordance with any directions given by Bolton Clarke and only to the extent necessary to provide the Goods and/or Services to Bolton Clarke.

5.7 The Supplier is responsible for the safe keeping and maintenance of any Bolton Clarke Material provided to the Supplier.

5.8 The Supplier must not use the names, trademarks or logos of Bolton Clarke except with the prior written consent of Bolton Clarke.

6. Confidential Information

6.1 The Supplier agrees to keep confidential, and not to use or disclose, other than as permitted by these terms, any Confidential Information of Bolton Clarke provided to or obtained by the Supplier before or after entry into these terms.

6.2 The obligations of confidence in clause 6.1 do not apply to Confidential Information:

- (a) that is required to be disclosed by law, as long as the Supplier:
 - (i) discloses the minimum amount of Confidential Information required to satisfy the law; and
 - (ii) before disclosing any information, gives all available notice to Bolton Clarke in writing and takes all available steps (whether required by Bolton Clarke or not) to maintain such Confidential Information in confidence; or

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- (b) that is in the public domain otherwise than as a result of a breach of these terms or other obligation of confidence.
- 6.3 The Supplier may disclose Confidential Information of Bolton Clarke only with the prior written consent of Bolton Clarke.
- 6.4 If the Supplier discloses Confidential Information under clause 6.3, the Supplier must ensure that such information is kept confidential by the person to whom it is disclosed and is only used for the purpose of providing or receiving the Goods and/or Services under these terms.
- 6.5 Excepting Confidential Information required to be kept by law, the Supplier must on termination of these terms deliver up to Bolton Clarke (and not retain any copies or extracts of) any of Bolton Clarke's Confidential Information in the possession or control of the Supplier.
- 7. Indemnity**
- 7.1 The Supplier is liable for, and indemnifies Bolton Clarke from and against all loss or damage incurred or suffered by Bolton Clarke however caused in connection with:
- (a) any act or omission of, or breach of these terms by, the Supplier;
 - (b) any claim or allegation by a third party in connection with the provision of the Goods and/or Services by the Supplier;
 - (c) any breach of data (including, but not limited to, data containing Personal Information) provided by Bolton Clarke to the Supplier pursuant to these terms; and
 - (d) damage to or loss of any property or personal injury to or death of any person (including the Supplier) in connection with the provision of the Goods and/or Services by the Supplier.
- 7.2 The Supplier's liability under this clause will be reduced proportionately to the extent that an act or omission of Bolton Clarke has contributed to the loss or damage.
- 7.3 Each indemnity contained in these terms is a continuing obligation notwithstanding:
- (a) any settlement of account; or
 - (b) the occurrence of any other thing.
- 8. Insurance**
- 8.1 The Supplier must effect and maintain from a reputable insurance company:
- (a) all insurances required by law, including workers compensation insurance in accordance with relevant legislation;
 - (b) public liability insurance for an amount of not less than \$10 million per claim;
 - (c) products liability insurance for an amount of not less than \$10 million per claim (for the supply of Goods only);
 - (d) professional indemnity / medical malpractice insurance for an amount of not less than \$10 million per claim; and
 - (e) such other insurance as is required by Bolton Clarke from time to time in respect of any potential liability of the Supplier under these terms.
- 8.2 The Supplier must:
- (a) maintain the insurance policies referred to in clause 8.1 in a form and for the following policy period:
 - (i) if the Supplier takes out a 'claims made' policy, which requires all claims and any fact, situation or circumstance that might result in a claim to be notified within the period of insurance, the Supplier must maintain the policy during the Term, and a policy in like terms for 7 years after the expiry or earlier termination of these terms; or
 - (ii) if the Supplier takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of event can occur at any time subsequently, the Supplier must maintain the policy during the Term; and
 - (b) provide Bolton Clarke with copies of these insurance policies and evidence of currency of the policies.
- 9. Costs and taxes**
- 9.1 Each party bears its own costs in relation to the preparation and signing of these terms.
- 9.2 Subject to this clause 9, 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 connection with the performance of these terms.
- 9.3 Except under this clause 9, the consideration for a Supply made under or in connection with these terms does not include GST.
- 9.4 If a Supply made under or in connection with these terms is a Taxable Supply, then at the time any part of the consideration for the Supply is payable, the Recipient must pay the GST Act Supplier an amount equal to the GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under these terms for that Supply.
- 9.5 For clarity, the GST payable under clause 9.4 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the GST Act Supplier is liable, however caused.

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9.6 Where a Supply made under or in connection with these terms is a Progressive or Periodic Supply, clause 9.4 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

10. Privacy

10.1 The Supplier must process all Personal Information in connection with these terms in accordance with the Privacy Laws (regardless of whether or not the Supplier is otherwise obliged to comply with the Privacy Laws) and only for the purposes of performing its obligations under these terms.

10.2 The Supplier must not transfer outside Australia Personal Information collected for the purposes of these terms, or allow parties outside Australia to have access to such Personal Information, without the prior written consent of Bolton Clarke.

10.3 The Supplier must take all necessary steps to ensure that Personal Information collected for the purposes of these terms is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only personnel authorised by Bolton Clarke have access to the Personal Information.

10.4 The Supplier must:

- (a) immediately notify Bolton Clarke where it becomes aware of any actual or reasonably suspected unauthorised access or disclosure of Personal Information collected under these terms; and
- (b) at its own cost investigate, with Bolton Clarke's participation, such breach or potential breach and identify and remediate the cause of such unauthorised access or disclosure.

11. Associated Entities

11.1 The Supplier acknowledges that:

- (a) Bolton Clarke enters into these terms for itself and on behalf of its Associated Entities;
- (b) Bolton Clarke holds the benefit of these terms for itself and on trust for its Associated Entities;
- (c) Bolton Clarke may assign or novate the benefit of these terms to any of its Associated Entities in its absolute discretion at any time, without the consent of the Supplier;
- (d) if an Associated Entity issues a Purchase Order (or Bolton Clarke issues a Purchase Order on behalf of an Associated Entity) it is obliged to satisfy the Purchase Order in accordance with these terms and will issue the invoice directly to the Associated Entity; and
- (e) if requested by Bolton Clarke, it will enter into an agreement with an Associated Entity on the same terms as these terms.

12. Modern Slavery

12.1 The Supplier and the Supplier's Associates must:

- (a) comply with the Modern Slavery Laws, the Supplier Code of Conduct and any policies, procedures, standards and guidelines developed by Bolton Clarke from time to time for the purpose of complying with the Modern Slavery Laws; and
- (b) not engage in any activity, practice or conduct which may constitute Modern Slavery.

12.2 The Supplier must:

- (a) comply with all reasonable directions of Bolton Clarke, and otherwise provide all assistance, records and information and do all things necessary to assist Bolton Clarke to comply with its obligations under the Modern Slavery Laws, including:
 - (i) promptly and truthfully complete periodic questionnaires in relation to the Supplier's labour practices, supply chain and operations as requested by Bolton Clarke; and
 - (ii) permit Bolton Clarke to conduct audits and grant such access to the Supplier's records, premises, computer systems, equipment and other property as reasonably required by Bolton Clarke to verify the Supplier's compliance with the terms of this clause 13.
- (b) maintain records sufficient to trace the supply chain of all goods and services provided to the Supplier by a third party;
- (c) develop and implement policies and procedures to screen, identify, prioritise, respond and remediate Modern Slavery or the risks thereof in the Supplier's supply chains and operations; and
- (d) ensure that any subcontractor is engaged under a subcontract which reproduces the Supplier's obligations (reframed as the subcontractor's obligations) as are contained in this clause 13.

The Supplier represents and warrants that any records and information provided by the Supplier to Bolton Clarke for the purpose of assisting Bolton Clarke to comply with its obligations under the Modern Slavery Laws are true and accurate and may be used and relied upon by Bolton Clarke for the purposes of the Modern Slavery Laws.

12.3 The Supplier will:

- (a) notify Bolton Clarke of actual or reasonably suspected conduct in the Supplier's supply chain or operations which constitutes Modern Slavery or presents a high risk of Modern Slavery occurring with respect to the goods and services provided to the Supplier ("identified conduct"), within a reasonable period of

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time after the Supplier becomes aware of the identified conduct;

- (b) at its own cost, take all reasonable steps to investigate, respond and remediate the identified conduct; and
- (c) keep Bolton Clarke informed as to the actions taken by the Supplier and the effectiveness of those actions in remediating the identified conduct.

12.4 The Supplier's obligations contained within this clause 13 constitute essential terms of this agreement. Breach of any of these terms by the Supplier will constitute a material breach of this agreement.

13. General

- 13.1 The laws of Queensland govern these terms.
- 13.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.
- 13.3 Where Bolton Clarke may exercise any right or discretion or make any decision under these terms, Bolton Clarke may do so in its absolute discretion, conditionally or unconditionally, and without being required to give reasons or act reasonably.
- 13.4 The Supplier must not assign or novate the Supplier's rights and obligations under these terms without the prior written consent of Bolton Clarke, whose consent shall not be unreasonably withheld.
- 13.5 Bolton Clarke may assign its interest under these terms.
- 13.6 These terms do not create a relationship of employment, trust, agency or partnership between the parties.
- 13.7 A clause or part of a clause of these terms that is illegal or unenforceable may be severed from these terms and the remaining clauses or parts of the clause of these terms continue in force.
- 13.8 These terms supersede all previous agreements about their subject matter. These terms embody the entire agreement between the parties, irrespective of any Supplier terms and conditions referenced on the Supplier's invoices, delivery dockets or website, which, for the avoidance of any doubt, do not apply to these terms.
- 13.9 The Supplier must not subcontract the performance of all or any part of the Supplier's obligations under these terms without the prior written consent of Bolton Clarke, whose consent shall not be unreasonably withheld.
- 13.10 If the Supplier subcontracts the performance of all or any part of its obligations under these terms in accordance with clause **Error! Reference source not found.**, then the Supplier is liable for the acts and omissions of the subcontractor as though they were acts and omissions of the Supplier.

13.11 A right under these terms 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.

13.12 The parties consent to the Supplier signing these terms electronically in a manner permitted by the *Electronic Transactions Act 1999* (Cth) or equivalent electronic signature legislation as enacted in any other Australian State or Territory from time to time and this method of signature is conclusive evidence of the Supplier's intention to be bound by this agreement as if it had been signed by the Supplier's hand signature.

14. Definitions and interpretations

14.1 In these terms:

Associated Entity means Royal District Nursing Service Limited ACN 052 188 717, RDNS HomeCare Limited ACN 152 438 152, McKenzie Aged Care Group Pty Ltd ACN 006 276 124638 or any related body corporate of the entities named in this definition, where 'related body corporate' has the meaning given to that term in the Corporations Act.

Bolton Clarke means RSL Care RDNS Limited ABN 90 010 488 454 or an Associated Entity which has issued a Purchase Order, in which case any reference to Bolton Clarke in these terms and conditions (except for clause 12) applies to that Associated Entity as if it was applying to RSL Care RDNS Limited.

Bolton Clarke Material means any Material provided by or to which access is given by Bolton Clarke to the Supplier for the purposes of these terms.

Commencement Date means the date of the relevant Purchase Order or such other commencement date contemplated by the relevant Purchase Order.

Confidential Information of a party means any information relating to the business and affairs of that party or relating to customers, clients, employees, sub-contractors or other persons doing business with that party:

- (a) which is by its nature confidential;
- (b) which is designated as confidential by that party; or
- (c) which the other party knows or ought to know, is confidential,

and includes all trade secrets, knowhow, financial information and other commercially valuable information of that party, and in the case of Bolton Clarke, includes the Goods, Bolton Clarke Material, the identity of, or any information of customers of Bolton Clarke, and the Prices.

Corporations Act means the *Corporations Act 2001* (Cth).

Good means the goods contemplated by the relevant Purchase Order or otherwise supplied by the Supplier to Bolton Clarke under these terms and any Material

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provided by the Supplier to Bolton Clarke in connection with these terms or the performance of the Services.

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

GST Act Supplier means the entity making the Taxable Supply.

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 such rights.

Material includes goods, software, source code, object code, designs, test cases, documents, equipment, reports, technical information, customer lists, studies, plans, charts, drawings, calculations, tables, trade marks, logos, schedules and data stored by any means.

Modern Slavery has the same meaning as provided under the *Modern Slavery Act 2018* (Cth).

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued thereunder, as amended from time to time.

Moral Right means:

- (a) the right of integrity of authorship;
- (b) the right of attribution of authorship; and
- (c) the right not to have authorship falsely attributed, including those rights as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the commencement of these terms.

Progressive or Periodic Supply means a Taxable Supply that satisfies the requirements of section 156-5 of the GST Act.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Prices mean the prices specified in the relevant Purchase Order.

Privacy Laws means:

- (a) the *Privacy Act 1988* (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of

conduct or other instruments made or issued there under, as amended from time to time;

- (b) the Australian Privacy Principles (or APPs) contained in the 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 means a written work order or instruction for Goods and/or Services issued by Bolton Clarke or an Associated Entity, which details Bolton Clarke's requirements.

Services means the services contemplated by the relevant Purchase Order or otherwise supplied by the Supplier to Bolton Clarke under these terms.

Specifications means any specifications or requirements for the Goods and/or notified to the Supplier by Bolton Clarke, including any specifications in a Purchase Order.

Supplier means the supplier to whom the relevant Purchase Order is issued.

Supplier's Associates means the Supplier's employees, subcontractors, or any other person acting under the supervision or control of the Supplier.

Supplier Code of Conduct means the document provided by Bolton Clarke to the Supplier and amended by notice to the Supplier from time to time, which contains the legal, ethical and social standards of conduct expected of Bolton Clarke's suppliers.

Term means the term contemplated by clause 4.1.

14.2 In these terms:

- (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) any words capitalised in, and not defined in, clause 14 have the same meaning to those words in the GST Act;
- (c) these terms are not to be interpreted against the interests of a party merely because that party proposed these terms; and
- (d) a reference to a party is a reference to the Supplier or Bolton Clarke, and a reference to the parties is a reference to both the Supplier and Bolton Clarke.

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Executed as an agreement

[Insert Supplier's legal name] hereby agrees to this Purchase Order terms and conditions

Signed by

[#insert name and ABN] on [/ /20] in accordance with section 127 of the Corporations Act 2001 (Cth):

▲ _____
Signature of director

▲ _____
Signature of director / secretary

▲ _____
Name of director (print)

▲ _____
Name of director / secretary (print)