

CPS PURCHASE ORDER TERMS AND CONDITIONS

1. Defined terms and Interpretation:

1.1 In these purchase order terms and conditions, unless the context requires otherwise:

Goods: means the goods and/or services described in the purchase order.

GST Law: means A New Tax System (Goods and Services Tax Act) 1999.

Insolvency event: has the same meaning as defined in the Corporations Act 2001.

Personnel: means, all Supplier's directors, officers, employees, agents and individual contractors and subcontractors, if any.

Price: means the amount specified in the Purchase Order.

Purchase Order: means purchase order issued by the Purchaser to the Supplier, incorporating these terms

Purchaser: means the entity that issued the purchase order, (CPS Technology and Infrastructure Pty Ltd)

Services: means the services described in the purchase order and any other services which are provided by Supplier.

Supplier: means the external party that provides goods/services to Purchaser under this purchase order.

WH&S: means work health and safety

1.2 If there is any inconsistency between (a) a written contract executed by both parties; (b) these purchase order terms and conditions; and (c) any terms otherwise agreed, the applicable terms will prevail in the order listed above. No terms proposed by the Supplier will be accepted.

2. Purchase Order

2.1 All Goods and Services must comply with the specifications or description in the Purchase Order; be new and of recent origin, performed with due skill, care and attention, and be fit for purpose.

2.2 Where a specific product brand or make has been identified in the Purchase Order, Purchaser will not accept any alternatives unless agreed in writing.

2.3 Purchaser reserves the right to cancel any Purchase Order in whole or part at any time if:

- a) Any information in the Purchase Order is inaccurate, or contains any errors or omissions;
- b) Supplier suffers an Insolvency Event; or
- c) Supplier or its Personnel in the reasonable opinion of the Purchaser, endanger health and safety.

3. Price and Payment

3.1 Words used which have a defined meaning in the GST Law, will have the same meaning as the GST Law unless the context specifies otherwise.

3.2 Unless otherwise expressly agreed the Price is fixed, not subject to adjustment and includes all costs that may be incurred by the Supplier in performing its obligations under this Purchase Order.

3.3 If the supply under a Purchase Order requires the importation of Goods, the importation will be Delivery Duty Paid (DDP) Incoterms 2010, to the delivery address specified in the Purchase Order.

3.4 The Price is exclusive of GST unless otherwise stated.

3.5 If the supply under this Purchase Order is deemed a taxable supply, Purchaser will pay to the Supplier the GST amount in respect of it.

3.6 Supplier must issue a valid tax invoice to, accountspayable@cpstech.com.au including, Purchase Order number, the Goods and/or Services supplied to date, acceptance certificate and any other details reasonably required by the Purchaser.

3.7 Upon receipt of a valid tax invoice, Purchaser will pay the Price to the Supplier within 60 days, subject to Suppliers compliance with the Purchase Order, and Goods and Services having been provided.

3.8 If a reimbursement or an indemnity payment is incurred in connection with this Purchase Order, reimbursement or indemnity payment must not include any GST component for which an input tax credit may be claimed by the party being reimbursed or indemnified.

4. Delivery

4.1 All Goods must be delivered in one delivery, unless otherwise agreed in writing between the parties.

4.2 The Supplier must, at its own cost, ensure Goods are adequately packed and suitably prepared for transportation in such a way as to avoid damage.

4.3 Supplier will deliver Goods in Purchaser's normal business hours to the location specified in the Purchase Order. Time is of the essence.

4.4 Supplier must provide sufficient documentation to enable Purchaser to identify the Goods being delivered.

4.5 Even if Purchaser accepts delivery of the Goods or pays for the whole or part of the Price, the Goods will still be subject to testing and inspection by Purchaser after arrival and unpacking.

5. Title and Risk

5.1 Title in the Goods will pass to Purchaser on delivery to Purchasers premises.

5.2 Risk of loss passes to Purchaser on delivery of the Goods, Supplier will make good any loss or damage to the Goods prior to delivery.

5.3 Supplier is required to maintain insurance to cover such risks and in such amounts that would be maintained in accordance with good business practice for the supply under this Purchase Order.

6. Warranty

6.1 Supplier warrants that for all Goods and Services:

- a) Supplier owns all rights, title and interest in the Goods;
- b) Goods and Services provided under this Purchase Order are of good and merchantable quality;
- c) conform to the applicable specifications, drawings, samples, descriptions and associated documentation provided to Purchaser;
- d) comply with recognised statutory or industry standards relating to the Goods;
- e) are new (unless otherwise specified);
- f) will not infringe the rights of any third party;
- g) Services will be performed with due care and skill, in a professional, efficient and safe manner, and to best industry standards;
- h) Services will be performed by an adequate number of suitably qualified and experienced Personnel; and
- i) Supplier will maintain all compulsory insurances and comply with all industry standards and legislation in supplying Goods and Services;

6.2 The warranties in this Purchase Order are in addition to any other warranties or guarantees implied by law or provided by you to any third party.

6.3 If Supplier breaches any of the warranties in this Purchase Order it must at the election of the Purchaser, within 14 days of notification:

- (a) in the case of Goods, replace or repair the Goods or refund the entire amount paid by Purchaser and pay any associated costs incurred. Any repaired or replaced Goods are subject to the warranties set out in these terms; and
- (b) in the case of Services, supply the Services again, refund the entire amount paid or pay the costs of having the services supplied by another provider.

7. Intellectual Property

7.1 Supplier agrees that title to all intellectual property created or coming into existence as a result of, or in connection with the supply of Goods, and/ or Services under this Purchase Order shall vest exclusively in the Purchaser.

7.2 Supplier grants a non-exclusive, royalty free license to use all Supplier IPR to the extent necessary to enable Purchaser to exercise its rights under this Purchase Order.

8. Liability and Indemnity

8.1 Supplier will indemnify the Purchaser and keep the Purchaser indemnified from and against all losses, liabilities, damages, actions and proceedings arising from or in connection with:

- (a) Any breach of the Purchase Order;
- (b) Injury to (including illness or disability), or death of any persons;
- (c) Loss or destruction of or damage to Purchaser or third party property;
- (d) Any claim by a third party arising in connection with this Purchase Order;
- (e) Defects or faults in any Goods;
- (f) Any act or omission of fraud, dishonesty or wilful misconduct; or
- (g) Infringement of any third-party rights.

8.2 Other than in regard to the Suppliers liability under clause 8.1, to the maximum extent permitted by law, the aggregate liability of either party to the other party arising in connection with this Purchase Order is limited to the fees paid by the Purchaser to the Supplier under this Purchase Order.

9. Force Majeure

9.1 Neither Supplier nor Purchaser will be liable for any delay or failure to perform its obligations under this Purchase Order, if as soon as possible after the beginning of a Force Majeure event affecting the ability of the party to perform any of its obligations under this Purchase Order, it gives a notice of such to the other party.

10. Work, Health and Safety

10.1 Supplier must comply with all legislative and statutory requirements, in the delivery or performance of its obligations under this Purchase Order and in particular:

- (a) Ensure all its Personnel providing Goods or Services at all times identify and exercise all necessary precautions for the health and safety of all persons;
- (b) Prior to commencing any works on Purchasers premises perform an appropriate healthy and safety risk assessment and implement any preventative controls;
- (c) Be responsible to obtain and comply with Purchasers WH&S policies and procedures; and
- (d) Report immediately to the Purchaser, all incidents on Purchasers or third-party property, that occur whilst performing Services. Written notification of any such incidents must be provided to Purchaser within 24 hours.

11. Confidentiality

11.1 The Supplier must not, and must ensure its Personnel do not, divulge to third parties any information relating to the Goods or Services (including Intellectual Property), of Purchaser or the supply to the Purchaser by the Supplier, unless and until such information is within the public domain (other than by a breach of this clause) or express written consent has been provided by the Purchaser.

12. Termination

The Purchaser may at any time on written notice to Supplier terminate this Purchase Order (in whole or in part), for convenience and without any requirement to give reasons, in which case the Purchasers sole liability to Supplier in respect of such termination will be to pay Supplier for the Price relating to Services performed and Goods delivered and accepted prior to the termination date.

13. Survival

Clause 6 (Warranties), clause 7 (Intellectual Property) and clause 11 (Confidentiality) as well as any other obligations which are expressed to or, by their nature, survive expiry or termination, will survive expiry or termination of this Purchase Order and are enforceable at any time at Law or in equity.

14. Applicable Law

14.1 This Purchase Order is governed by the Laws in force in New South Wales and each party submits to the exclusive jurisdiction of the courts of New South Wales (and the courts hearing appeals from those courts).

15. Entire Agreement

15.1 This Purchase Order constitutes the entire agreement between the parties and, in relation to its subject matter, supersedes all previous agreement, arrangements and representations between the parties

15.2 No confirmation, shipment or delivery docket, invoice or other such document issued by or on behalf of the Supplier in relation to the Goods or Services will vary this Purchase Order.

16. General

16.1 Any amendment of the Purchaser Order or these terms and conditions, or a waiver of any right, arising under or in connection with this Purchase Order, must be in writing and signed by the parties.

16.2 The Supplier must not assign (in whole or part) the Purchase Order or any payment or right, benefit or interest of the Supplier, without the prior written consent of Purchaser.

16.3 Supplier is and will remain an independent contractor and is responsible for its Personnel.

16.4 Supplier agrees and acknowledges that Purchaser is not liable (to the full extent permitted by law) for any loss, injury or damage suffered or incurred by Supplier and its Personnel, person from the provision of the Goods or Services and that Purchaser liability is limited to the Price.