

Standard Supplier Terms and Conditions

1. ACCEPTANCE OF TERMS

- 1.1 By commencing performance of the Services or supply of the Goods, the Supplier accepts these Terms and Conditions as the sole basis of the purchase and performance to the exclusion of any terms and conditions of purchase in any document of the Supplier or prior agreements.
- 1.2 If the Supplier and Purchaser have entered into a separate contract for the provision of the Services and/or the supply of the Goods specified in the Purchase Order, these Terms and Conditions will not apply.

2. SUPPLY OF GOODS AND PERFORMANCE OF SERVICES

- 2.1 The Supplier must complete the performance of its obligations under this Contract by the Due Date or if no Due Date is specified, within a reasonable time of receiving the Purchase Order.
- 2.2 The Supplier must:
- (a) supply the Goods or perform the Services in accordance with this Contract and otherwise in a prompt and effective manner;
 - (b) supply all materials, including manuals and instruction booklets, required for the safe use and operation of the Goods and Services;
 - (c) securely package and transport the Goods to prevent damage in transit, storage and during subsequent distribution; and
 - (d) comply with the Purchaser's Policies and with reasonable directions of the Purchaser.
- 2.3 If required by the Purchaser, the Supplier (and its relevant personnel) must attend a Site induction at its cost.
- 2.4 The Purchaser reserves the right to stop the work where there is any suspected or actual breach of the Purchaser's Policies.
- 2.5 Prior to commencing work on Site, the Supplier must supply to the Purchaser any documentation that the Purchaser considers applicable to the Goods and Services which may include (a) risk assessments; (b) job safety analysis per task; (c) certificates of currency of insurance policies required under clause 10; and (d) copies of manufacturer's test certificates, material safety data sheets and relevant manuals and warranties.
- 2.6 Unless otherwise stated in the Purchase Order, the Goods must be supplied 'free into store' and 'delivered duty paid' for Goods delivered from overseas. The Supplier is responsible for payment of any postage, boxing, packing, handling or cartage charges.
- 2.7 Unless otherwise stated in the Purchase Order or agreed by the Purchaser, Delivery may only occur on a Business Day during normal business hours.

3. WARRANTIES

- 3.1 The Supplier warrants that the Goods and Services will be:
- (a) supplied with all the skill, care and diligence that would be expected from a qualified, competent and experienced supplier of goods and services similar to the Goods and Services;
 - (a) fit for purpose and free from defects;
 - (b) supplied in accordance with the description of the Goods and Services and the specifications in the Contract; and
 - (c) supplied and capable of being used in accordance with all applicable Laws, including relevant occupational health and safety legislation.
- 3.2 The Supplier warrants that it:
- (a) holds all permits, licences, authorisations and accreditations required to perform its obligations under this Contract; and
 - (b) will comply with all permits, licences, authorisations and accreditations referred to under clause 3.2(a) and all applicable Laws, standards, specifications and procedures at all times when performing its obligations under this Contract.

4. PAYMENT

- 4.1 Subject to clause 8, the Purchaser must pay the Supplier the Price for Services performed and Goods Delivered in accordance with this Contract.
- 4.2 The Price is not subject to adjustment for any change in the Supplier's costs or any other adjustment other than as expressly agreed by the Purchaser.
- 4.3 The Supplier's claims for payment must be submitted to the Purchaser, be based on the Price and in the form of a tax invoice in accordance with the GST Legislation. Any claim for payment must include a reference to the purchase order number and be issued to accounts.payable.au@engie.com.
- 4.4 Subject to the Supplier's compliance with this clause 4, the Purchaser must pay the Supplier the Price specified in the relevant invoice within

30 days of the date on which a properly issued invoice is delivered to the Purchaser, except where the Purchaser:

- (a) exercises its right to set off part of the Price; or
- (b) disputes the tax invoice, in which case the Purchaser will pay the undisputed part of the invoice (if any) and withhold the balance pending resolution of the dispute.

- 4.5 The Purchaser may set off against any amount due and payable under this Contract to the Supplier, any amount due and payable to it by the Supplier.

- 4.6 Unless otherwise agreed in writing by the Purchaser's Representative, the Supplier is not entitled to reimbursement or payment for any other expenses in connection with the Contract.

5. TITLE AND RISK

- 5.1 Title in the Goods passes to the Purchaser upon the first to occur of Delivery of the Goods or payment by the Purchaser to the Supplier of any amount in respect of the Goods or Services.
- 5.2 Despite the transfer of ownership under clause 5.1, the responsibility for care and custody of the Goods, together with the risk of loss or damage to the Goods, remains with the Supplier until Delivery has occurred.
- 5.3 The Purchaser can reject any Goods which are damaged or do not comply with the Contract, in which case Delivery will not have occurred.

6. SECURITY INTERESTS

- 6.1 If the Purchaser determines that this Contract contains a security interest for the purposes of the PPSA, the Supplier will do anything (such as obtaining consents, producing documents, execution of documents and supplying information) which the Purchaser requests and considers necessary for the purposes of:
- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
 - (b) enabling the Purchaser to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by the Purchaser; and
 - (c) enabling the Purchaser to exercise rights in connection with the security interest.
- 6.2 Everything the Supplier is required to do under this clause 6 is at the Supplier's expense. The Supplier agrees to pay or reimburse any costs incurred by the Purchaser arising out of or in connection with anything the Supplier is required to do under this clause 6.
- 6.3 The Purchaser may, from time to time, grant security interests (whether by mortgage, charge or otherwise) over the Contract and its rights, interests and obligations under the Contract.
- 6.4 Nothing in this Contract causes the Purchaser to grant any security interest to the Supplier for the purposes of the PPSA in connection with the Contract or any of the Purchaser's payment obligations under the Contract.

7. TAXES

- 7.1 The Supplier must pay all taxes levied in relation to the Goods and Services.
- 7.2 All amounts referred to in this Contract are exclusive of GST unless otherwise specified. Where any taxable supply occurs in connection with this Contract, the Supplier may increase the amount payable for the Services and/or Goods by the amount of the applicable GST upon receipt of a tax invoice that complies with the GST Legislation.

8. TERMINATION

- 8.1 The Purchaser or Supplier may terminate this Contract at any time and for any reason by giving the other party at least 20 Business Days' prior written notice.
- 8.2 Either Party may terminate this Contract immediately by notice to the other Party if:
- (a) an Insolvency Event occurs in respect of the other Party; or
 - (b) an administrator, receiver or scheme administrator is appointed to the other Party, and that administrator, receiver or scheme administrator does not adopt this Contract or accept personal liability for performance of this Contract within 3 Business Days of a request that they do so.
- 8.3 Termination of this Contract is without prejudice to and does not affect the accrued rights or remedies of either Party.
- 8.4 If the Purchaser terminates the Contract, the Purchaser will only be liable for payment of Goods Delivered and Services performed up to the termination date.

9. DISPUTE RESOLUTION

- 9.1 If there is a dispute between the Parties arising out of or in connection with this Contract, then within five Business Days of a Party notifying the other Party of that dispute, senior representatives from each Party must meet and use reasonable endeavours to resolve the dispute by negotiation.
- 9.2 If the dispute is not resolved within 60 days of notification of the dispute under clause 9.1, either Party may commence legal proceedings in relation to the dispute.

- 9.3 A Party must not commence legal proceedings in relation to a Dispute (other than where a Party seeks urgent injunctive relief from a court) unless and until the requirements of this clause 9 have been met.

10. INSURANCE

- 10.1 Subject to clause 10.2, the Supplier must take out and maintain:
- all insurances specified in the Purchase Order; and
 - any other insurances which a prudent and competent Supplier of goods and services similar to the Goods and Services would maintain which shall include workers compensation insurance as required by Law.
- 10.2 Unless agreed otherwise by the Purchaser in writing, the Supplier must maintain at all times public liability insurance in the amount of at least \$20 million per event.

11. INTELLECTUAL PROPERTY

The Supplier:

- warrants that supply by it to, and use by the Purchaser of, the Goods and Services (including all materials and documentation supplied in connection with the Goods and Services) will not infringe the intellectual property rights of any person; and
- grants to the Purchaser a perpetual, non-exclusive, transferable, royalty-free, irrevocable licence to use any intellectual property of the Supplier (including all materials supplied in connection with the Goods and Services) to the extent necessary for the purposes contemplated by this Contract.

12. CONFIDENTIAL INFORMATION

- 12.1 Subject to clause 12.2, each Party must ensure that it and its Related Bodies Corporate will not:
- disclose or use the Confidential Information of the other Party for a purpose other than those contemplated by this Contract; or
 - disclose any information or documents supplied in connection with this Contract that are specifically indicated to be confidential and that are not in the public domain.
- 12.2 A Party may disclose any Confidential Information (including the existence and terms of this Contract):
- that ceases to be confidential other than due to a breach of clause 12.1;
 - received from a third party provided that it was not acquired directly or indirectly by that third party as a result of a breach of clause 12.1;
 - to a bona fide prospective purchaser, investor, joint venture participant or financier (or any of their respective advisors) in relation to that Party or its Related Body Corporate, provided that such recipient is subject to confidentiality undertakings equivalent to this clause and the Party disclosing such Confidential Information remains responsible for ensuring that the confidentiality of the Confidential Information is preserved; or
 - that is required to be disclosed by law (except any information of the kind referred to in section 275(1) of the PPSA) or any government or governmental body, authority, stock exchange rule or agency having authority over a Party or its Related Body Corporate.

13. INDEPENDENT CONTRACTOR

The relationship between the Purchaser and Supplier is that of a principal and an independent contractor. Nothing in this Contract will be construed as creating a relationship of employment, agency, partnership, joint venture or any other relationship between the Parties.

14. ASSIGNMENT

- 14.1 The Supplier must not assign or novate any of its rights and obligations under this Contract without the Purchaser's prior written consent (which must not be unreasonably withheld).
- 14.2 The Purchaser may assign or novate any part or all of its rights and obligations under this Contract to:
- a Related Body Corporate or a holder of a security interest without the Supplier's consent (in which case, the Purchaser will use reasonable endeavours to notify you once this has occurred); or
 - any other person with the Supplier's written consent (which must not be unreasonably withheld).

15. HEALTH AND SAFETY

- 15.1 Without limiting the Supplier's other obligations under this Contract, the Supplier must at all times:
- comply with any work health and safety related legislation applicable to the Goods and Services or otherwise with this Contract; and
 - comply with the Purchaser's Policies regarding health and safety and follow all directions regarding health and safety issued by a representative of the Purchaser (including its health and safety officer).
- 15.2 Any incidents (including near misses) involving the Supplier, including its employees, subcontractors or personnel or that the Supplier

otherwise becomes aware of must be notified to the relevant manager of the Site and the Purchaser.

- 15.3 The Purchaser may in its absolute discretion conduct audits of the Supplier's safety management systems to assess the level of compliance with its obligations under this clause 15. The Supplier must make available all premises, systems, employees and subcontractors, documentation and information necessary to enable the Purchaser to assess the Supplier's level of compliance.
- 15.4 Without limiting any other indemnity given by the Supplier under this Contract, the Supplier releases and indemnifies the Purchaser in respect of any loss, claim, damage or expense (including legal costs) that may be suffered by the Purchaser in connection with the Supplier's non-compliance with its obligations under this clause 15.

16. TEST CERTIFICATES

On request by the Purchaser, the Supplier must supply manufacturer's test certificates in respect of the Goods. The supply of such requested certificates is a precondition to payment.

17. CHEMICALS AND DANGEROUS GOODS

- 17.1 All chemicals must have clear and durable labelling and be accompanied by a 'Material Safety Data Sheet' in WorkSafe standard format (**MSDS**) unless advised to the contrary by the Purchaser's Representative.
- 17.2 Without limiting clause 17.1, a 'Dangerous Goods Risk Assessment' and hard copy MSDS plus proposed quantities and storage location details must be supplied to the Purchaser's Representative prior to the relevant Goods being brought on Site.
- 17.3 All Goods must not contain asbestos, polychlorinated biphenyls, carcinogenic or mutagenic substances, refractory ceramic fibres or ozone depleting substances (such as freon) unless prior written approval otherwise has been given by the Purchaser's Representative.

18. ENTIRE AGREEMENT

The Contract sets out the entire agreement between the Parties with respect to the rights and obligations associated with the Goods and Services. No modification of this Contract is effective unless agreed in writing by the Parties.

19. ETHICAL, ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

- 19.1 The Supplier acknowledges that it has been made aware of, and agrees not to act inconsistently with, the Purchaser's commitments in the area of ethics, social and environmental responsibility, as those commitments are set out in the reference documents including the Ethics Charter, the Practical Guide to Ethics and the Vigilance Plan and posted on the website www.engie.com.
- 19.2 The Supplier represents and warrants to the Purchaser that for a period of six years immediately preceding the date of this Contract it has complied with the Business Ethics Laws.
- 19.3 The Supplier must comply with the Business Ethics Laws during the term of this Contract.
- 19.4 In this clause, the Business Ethics Laws are the Laws applicable to the Supplier in relation to the following:
- fundamental human rights and in particular the prohibition of: (A) using child labour and any form of forced or compulsory labour; and (B) organising or supporting any form of discrimination amongst its employees or towards its suppliers and subcontractors;
 - embargos, drugs and weapons trafficking, terrorism;
 - trade, import and export licenses and customs;
 - health and safety of employees and third parties;
 - labour, immigration and prohibition of illegal work;
 - environmental protection, including greenhouse gas emissions, energy consumption, pollution prevention, waste management and resource efficiency, biodiversity and deforestation and land conservation;
 - financial criminal offences, in particular corruption, fraud, theft, misuse of corporate funds, counterfeiting, forgery and the use of fraudulent documents;
 - anti-money laundering; and
 - regulation of competition.
- 19.5 Without limiting any other provision of this Contract, if the Supplier is required to perform its obligations under this Contract on any Site, the Supplier must comply, and ensure that its employees, suppliers and subcontractors also comply, with all health and safety requirements applicable to the Site as notified to the Supplier from time to time.
- 19.6 The Supplier must:
- ensure that its employees, suppliers and subcontractors comply with this clause in connection with this Contract; and
 - immediately notify the Purchaser in writing providing full details of any breach of this clause.
- 19.7 If the Purchaser believes (acting reasonably) that any requirement of this clause may have been breached, the Purchaser may require the Supplier to provide evidence that it has complied with and is currently in compliance with the requirements of this clause. If the Purchaser

makes such a request for evidence of compliance, the Supplier must provide the Purchaser with reasonable evidence of such compliance. If, following the provision of such information by the Supplier, the Purchaser remains of the belief that a requirement of this clause may have been breached, the Supplier must provide all reasonable assistance to facilitate the undertaking of any audit by an independent auditor appointed by the Purchaser to verify compliance with this clause.

- 19.8 Without limiting any other rights of the Purchaser under this Contract, the Purchaser is entitled, in its absolute discretion, to terminate this Contract in accordance with clause 8 if the Supplier is in breach of this clause.

20. MODERN SLAVERY

20.1 Each party must:

- (a) comply with all applicable modern slavery laws, regulations and codes, including but not limited to the Modern Slavery Act 2018 (Cth) (**Modern Slavery Law**) applicable to it in the connection with this Agreement;
- (b) take all reasonable steps to implement an appropriate system to identify, assess and address risks of Modern Slavery practices in its operations and supply chains used in connection with this Agreement including an appropriate level of due diligence, audit and training;
- (c) keep appropriate records evidencing the reasonable steps taken to ensure compliance under sub-paragraph (ii) and provide these records to the other party on request; and
- (d) promptly notify the other party if it becomes aware of any breach of this clause.

20.2 If at any time a party becomes aware of Modern Slavery practices in its operations and supply chains used in connection with this Agreement, the party must as soon as reasonably practicable:

- (a) take all reasonable steps to address these practices, including where relevant by addressing any practices of other entities in its supply chains; and
- (b) take all reasonable steps to remediate any adverse impacts caused or contributed to by the party from these practices.

20.3 Each party represents and warrants to the other that:

- (a) it is not aware of any "**Modern Slavery**" (as defined in the Modern Slavery Act 2018 (Cth)) in its operations or supply chains; and
- (b) neither it, nor any of its officers or employees, and to the best of its knowledge, neither its contractors nor any of its suppliers (or their contractors, suppliers, officers or employees):
 - (i) have been convicted of any offence involving Modern Slavery; or
 - (ii) have been or are 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.

21. GOVERNING LAW

This Contract is governed by the laws of the state in which the Site is situated.

22. DEFINITIONS

In this Contract:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Business Day means Monday to Friday inclusive, but excludes public holidays in the State where the Site is located.

Confidential Information means any information relating to this Contract (including the term of this Contract), or to the affairs of a Party or any Related Body Corporate of that Party that is disclosed in connection with this Contract.

Contract comprises the Purchase Order, these Standard Supplier Terms and Conditions and any other documents expressly incorporated by the Purchase Order.

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

Deliver, Delivery and Delivered mean, subject to clause 5, receipt of the Goods by the Purchaser at the place(s) specified in the Purchase Order where the Goods are to be delivered.

Due Date means the date(s) specified in the Purchase Order or directed by the Purchaser by which the Supplier must supply the Goods and/or perform the Services.

Goods means the goods specified in the Purchase Order or which the Supplier supplies in accordance with this Contract.

GST means the tax payable on taxable supplies under GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) including any related legislation that is enacted to impose, validate, recapture or recoup such tax.

Insolvency Event means, with respect to a Party, that: (a) it is insolvent within the meaning of section 95A of the Corporations Act;

(b) it is in receivership, receivership and management, liquidation, provisional liquidation, under administration, wound up or has had a receiver, receiver and manager, controller (as defined in the Corporations Act) or similar officer appointed to any part of its property; (c) except for the purpose of a solvent restructure, arrangement or amalgamation, an application for an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, application is made to a court or other steps are taken for entering into an arrangement, compromise, moratorium or composition with, or assignment for the benefit of, its creditors or any class of them; (d) it is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand; (e) it is unable to pay its debts when they fall due; (f) it stops, suspends or threatens to stop or suspend payment of all or a class of its debts; or (g) it is subject to any event which, under the Law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed in paragraphs (a) to (f).

Law means any statute, ordinance, code, law, order, decree, circular, rule, regulation or stock exchange rule whether in effect now or in the future.

Party and Parties means the Purchaser and Supplier, as relevant in the context.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Price means the price set out in the Purchase Order.

Purchase Order means the Purchase Order which references, and/or which is attached to, these Standard Supplier Terms and Conditions.

Purchaser means the ENGIE corporate entity specified in and/or issuing the Purchase Order.

Purchaser's Policies means the policies of the Purchaser (or its Related Body Corporate) relevant to the Goods and Services or any policies relating to the Site.

Related Body Corporate has the meaning defined in the Corporations Act.

Services means the services specified in the Purchase Order and/or which the Supplier supplies in accordance with this Contract.

Site means the place(s) where the Goods are to be Delivered and/or Services are to be performed.

Supplier means the person named in the Purchase Order as the supplier of the Goods and/or Services.

Taxes means any tax, levy, impost, charge or duty, other than a tax on the Purchaser's net income, which is imposed by a government agency authorised to impose it, and any related interest, penalty, charge, fee or other amount.

23. INTERPRETATION

In this Contract, headings are for convenience only and the following rules apply unless the context requires otherwise:

- (a) mentioning anything after 'includes', 'including' or similar expressions does not limit what else might be included;
- (b) a reference to a Party includes the Party's successors, permitted substitutes and permitted assigns;
- (c) a 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;
- (d) a provision of this Contract must not be construed to the disadvantage of a Party merely because the provision is an exception or exemption for the benefit of that Party; and
- (e) a reference to a right or obligation of any two or more persons comprising a single Party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that Party is a reference to any of those persons separately.