



# PURCHASE ORDER CONDITIONS

**CV**

# CV Services Group Pty Ltd – Purchase Order Conditions (“Conditions”)



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## 1 Application of Conditions

- 1.1 These Conditions govern our engagement with you to acquire Goods and Services from you and apply to all Purchase Orders we issue.
- 1.2 If you wish to negotiate these Conditions with us then you should respond to this document, marking up these Conditions and drawing those changes to our attention and obtain our agreement in writing.
- 1.3 It is not our practice to otherwise review terms and conditions on documents that you issue to us.
- 1.4 Unless we otherwise agree in writing, we do not accept, and will not be bound by, any terms or conditions included in, attached to, or referenced in, any other document you give to us like a Quotation or sales confirmation.
- 1.5 For the removal of doubt, you acknowledge and agree where we reference a Quotation or other document of yours (such as in our Purchase Order) which includes or incorporates any terms or conditions of yours, we will not be deemed to have accepted, and will not be bound by, such terms or conditions.

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## 2 Basis of engagement

- 2.1 You are not an exclusive supplier of Goods or Services to us, and we are under no obligation to meet any minimum order requirements you may set from time to time.
- 2.2 You acknowledge and agree that where we are acquiring Services from you, you are providing those Services as an independent contractor.
- 2.3 Nothing in these Conditions, or any Contract of which these Conditions form part, is to be construed as creating a relationship of employment, agency, joint venture, partnership, or other relationship with duties or incidents different from those of parties to an arm’s length contract for services.

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## 3 Customer Enquires

If we submit a Customer Enquiry to you, you must issue a Quotation to us as soon as practicable (and in any event within three (3) Business Days) that complies with the requirements set out in clause 4 (Quotations).

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## 4 Quotations

Any Quotation you issue to us:

- (1) will constitute an offer to supply the Goods or Services described in that Quotation;
- (2) must be inclusive of GST and all other imposts;
- (3) must be inclusive of the cost of delivering the Goods (including packaging costs, cartage/freight, and insurance); and
- (4) will remain valid for acceptance for a period of thirty (30) days from the date of the Quotation (unless the Quotation states that it will remain valid for acceptance for a longer period, in which case it will remain valid for acceptance for that period).

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## 5 Purchase Orders

- 5.1 We may issue a Purchase Order to you, irrespective of whether you have issued a Quotation to us.
- 5.2 A Purchase Order may include additional terms or conditions, which will supplement these Conditions.
- 5.3 If you do not have sufficient stock to fulfil our Purchase Order, you must:
  - (1) notify us in writing as soon as practicable; and
  - (2) not place any Goods on backorder without our prior approval.
- 5.4 You must not vary the Goods or Services the subject of our Purchase Order without first obtaining from us a modified Purchase Order.
- 5.5 We may reject any Goods or Services you have supplied where we have not issued you a Purchase Order in respect of those Goods or Services.

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## 6 Formation of Contract

- 6.1 A Contract is formed, and you have accepted these Conditions, when we have issued a Purchase Order to you and either you have:
  - (1) accepted our Purchase Order in writing; or
  - (2) supplied us with any Goods or provided any Services following receipt of our Purchase Order.
- 6.2 If we revoke our Purchase Order:
  - (1) prior to the formation of a Contract then:
    - (1) you will refund any deposit we have paid in respect of our Purchase Order; and
    - (2) we will not be required to pay any fee or reimburse you for any costs associated with us cancelling our Purchase Order; or alternatively
  - (2) after the formation of a Contract then unless we are in breach of the Contract:
    - (1) we will pay your reasonable costs (as evidenced by supporting documentation) incurred directly with fulfilment of our Purchase Order to the extent that you are unable (acting reasonably) to mitigate such costs in other ways; and
    - (2) you may apply any deposit we have paid towards those costs and refund any balance to us as soon as practicable.

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## 7 Price

- 7.1 The price payable for the Goods or Services is stated in our Purchase Order, is all-inclusive, and includes:
  - (1) the price or rates payable for the Goods or Services;
  - (2) all taxes, duties, levies, excises, fees, charges, and all other sums payable on, or in respect of, the Goods or Services; and
  - (3) the costs of delivering the Goods (including packaging costs, cartage/freight, and insurance).
- 7.2 After a Contract has been formed, we may request that you carry out a Variation in accordance with clause 8 (Variations), in which case the price or rates payable in respect of the Variation will be determined:
  - (1) by agreement; or failing agreement
  - (2) by the prices or rates stated in our Purchase Order.



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## 8 Variations

- 8.1 If we require a Variation, we will issue a Variation Request to you and you agree to assist us (if requested) with determining the appropriate scope (including pricing and providing a proposed quote) for the Variation Request.
- 8.2 If you accept our Variation Request, you must not commence any work towards the Variation until:
- (1) we have issued you with a Purchase Order for the Variation Request (or a modified Purchase Order); and
  - (2) you have accepted our Purchase Order.
- 8.3 If you consider that any direction (other than a Variation Request we issue under clause 8.2) involves a Variation, then you must within two (2) business days after receiving the direction and prior to commencing work in relation to the Variation, provide us with written notice entitled "Notice of Claimed Variation" with detailed information setting out why the Variation is required.
- 8.4 You must not carry out any Variation except in accordance with this clause 8.

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## 9 Delivery and risk

- 9.1 You will use reasonable endeavours to deliver the Goods at the time and place agreed for delivery stated in our Purchase Order. If no time for delivery is stated in our Purchase Order, you must deliver the Goods as soon as practicable.
- 9.2 You are responsible for unloading the Goods at the place agreed for delivery nominated by us.
- 9.3 You may only deliver the Goods prior to the time agreed for delivery with our prior approval.
- 9.4 You acknowledge and agree that unless our Purchase Order expressly states otherwise:
- (1) time in respect of delivery is of the essence; and
  - (2) you must deliver the Goods in one lot.
- 9.5 You must ensure that all Goods:
- (1) are suitably packed to permit their safety and security during transport; and
  - (2) are accompanied by a delivery docket and packing slip, which includes:
    - (1) your tax invoice number;
    - (2) a detailed description of the Goods;
    - (3) the total quantity and unit of measure for each of the Goods; and
    - (4) the method of transport and carrier consignment note number (where applicable).
- 9.6 If our nominated address is unattended or if delivery cannot otherwise be effected, then you must immediately advise us and deliver the Goods in accordance with our directions.
- 9.7 You must immediately notify us in writing if you become aware that any event may cause a delay to the delivery of the Goods at the time agreed for delivery.
- 9.8 Risk of loss, damage, or deterioration to the Goods passes to us, and delivery is deemed to occur, at the time:
- (1) we or any third party on our behalf collect the Goods from you;
  - (2) you or your nominated carrier delivers the Goods to the delivery location stated in our Purchase Order (or to such other location as agreed in writing) during Business Hours; or

- (3) our nominated carrier takes possession of the Goods.
- 9.9 If we sign your delivery docket or consignment note or that of your nominated carrier, it will:
- (1) not be deemed to be our acceptance of the Goods in good order and condition in the quantity or volume we have ordered; and
  - (2) only be confirmation that we have received the number of packages, cartons, or other containers delivered.

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## 10 Title in the Goods

Ownership and unencumbered title in the Goods passes to us on the earlier of:

- (1) us making payment for those Goods; or
- (2) delivery.

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## 11 Security Interest

- 11.1 As security for the sums you owe, or may owe us (including in relation to any sums required to be refunded to us under clause 22.2 (for example, deposits for Goods not delivered)), you charge in our favour all of your interest in personal property (i.e. any assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items), whether:
- (1) such property is held in your own right or in your capacity as trustee;
  - (2) you own the property at present or later acquire it; and
  - (3) wherever it is situated.
- 11.2 You irrevocably appoint our company secretary from time to time as your duly constituted attorney to execute in your name a general or specific security agreement or bill of sale, upon written notice and demand to you.
- 11.3 If you have previously entered into an agreement with us by which you have granted a charge or other security interest in respect of your property then those security interests will continue and will co-exist with the security interests created in these Conditions and will secure all of our payments hereunder. We may, at our election and upon the provision of written notice, vary the terms of such previous charges or other securities to reflect these Conditions.
- 11.4 You acknowledge that:
- (1) you have read and understood this clause 11; and
  - (2) this clause 11 is necessary to protect our legitimate interests including having regard to:
    - (1) the terms and conditions of any Purchase Order accepted under clause 6 are given on the basis that this clause 11 would apply, and if that were not the case, we would not have issued a Purchase Order on the same terms; and
    - (2) the risk of your insolvency given the nature of the industry in which you and we operate.
- 11.5 You:
- (1) waive your right to receive a copy of any verification statement in accordance with section 157 of the PPS Act; and
  - (2) agree that, to the extent permitted by the PPS Act:

- (1) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, and 143 of the PPS Act do not apply and are hereby contracted out of; and
- (2) you waive your right to receive notices under sections 95, 118, 121(4), 127, 130, 132(3)(d), and 132(4) of the PPS Act.

11.6 We need not disclose information of the kind detailed in section 275(1) of the PPS Act, unless required by law.

11.7 Where we have rights in addition to those under Part 4 of the PPS Act, those rights continue to apply.

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## 12 Invoicing and payment terms

12.1 Unless our Purchase Order expressly states otherwise, you may only issue an invoice to us:

- (1) (in the case of a supply of Goods): on or after delivery of the Goods;
- (2) (in the case of a supply of Services):
  - (1) where our Purchase Order provides for Services to be provided by you on a one-off basis or as a single engagement, following your completion of the Services; or
  - (2) where our Purchase Order provides for Services to be provided by you on an ongoing basis, on a progressive basis as rendered.

12.2 Each invoice you issue to us must:

- (1) be sent to us via email (to the designated email address we have given you) within two (2) business days after the end of the calendar month in which the Goods or Services were supplied;
- (2) reference the Purchase Order number to which the invoice relates;
- (3) contain all information required in a tax invoice for the purposes of the GST Act; and
- (4) contain any other information we reasonably require.

12.3 Payment of an invoice is conditional upon you having provided us with all QA Documentation we require in respect of the Goods or Services the subject of that invoice.

12.4 The terms of payment are 45 days from end of month, unless specifically agreed in writing to the contrary.

12.5 We may make payment by cash, cheque, electronic funds transfer, or credit card. We reserve the right to change the payment methods that we use at any time.

12.6 Payment of an invoice does not constitute our acceptance of the Goods or Services or of the amount you have invoiced and will be deemed to be payment on account only.

12.7 We agree to pay GST on all taxable supplies upon you issuing us a tax invoice relating to the taxable supply.

12.8 You agree we will not be required to pay any interest on any amount which remains unpaid after the due date for payment.

12.9 You agree we may set off, deduct, or withhold any amounts you owe us from any amount we owe you.

12.10 Without derogating from clause 12.9, we may, but are not obliged to, deduct and withhold from any payment due to you any amount we determine (acting reasonably) we are required to deduct or withhold by law, including PAYG withholding and compulsory superannuation contributions (notwithstanding clause 16.4(4)).

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## 13 Claims

13.1 We may give you notice in writing, with particulars, of any Claim that:

- (1) the Goods delivered are not in accordance with the Contract (including any Claim for shortfall, incorrect supply, or defect in or damage to the Goods) or where Goods have not been delivered or delivery has been delayed; or
- (2) the Services have not been provided in accordance with the Contract.

13.2 You acknowledge and agree that no time bar or limitation period (other than any applicable limitation period under statute) will apply to any Claim we make under clause 13.1.

13.3 You must at all times have appropriate, current and adequate insurance cover, including but not limited to public and product liability insurance.

13.4 You must maintain adequate professional indemnity, public liability and product liability insurance for at least six (6) years after the completion of the Services or supply of the Goods.

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## 14 Returns

14.1 You must accept the return of any Goods if:

- (1) the Goods supplied do not conform with the Contract;
- (2) the Goods are defective;
- (3) you are required by law to accept the return of the Goods; or
- (4) we change our mind, but only if:
  - (1) we reimburse you for all reasonable costs you incur in connection with the return of those Goods (except for Goods you have incorrectly supplied or are defective);
  - (2) the Goods are in substantially the same condition to the condition in which they were delivered; and
  - (3) the Goods were not specifically produced or procured at our request.

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## 15 Warranties (Goods)

15.1 This clause 15 applies for Contracts where you supply Goods to us.

15.2 You warrant and represent to us that the Goods:

- (1) match the description stated in our Purchase Order;
- (2) conform with the Specifications and all applicable laws, regulations, and standards;
- (3) are new or of merchantable quality;
- (4) are free from all defects in design, materials, and workmanship;
- (5) are free from any security interests, liens, or other encumbrances; and
- (6) are fit for the purpose for which goods of the same kind are commonly supplied and for any specific purpose we have made known to you.

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## 16 Warranties (Services)

16.1 This clause 16 applies for Contracts where you provide Services to us.

16.2 You warrant and represent to us that the Services:

- (1) will be provided in accordance with our Purchase Order



and to our reasonable satisfaction;

- (2) conform with the Specifications and all applicable laws, regulations, and standards;
- (3) will be provided by appropriately qualified, competent, and skilled Personnel of yours; and
- (4) will be provided in a proper and professional manner, with due skill, care, and diligence, and in accordance with generally accepted industry standards.

16.3 You warrant and represent to us that you (and your Personnel):

- (1) are legally entitled to operate in Australia;
- (2) hold and will maintain all necessary Approvals;
- (3) are authorised to, and not restricted in any way (whether by contract or otherwise) from providing the Services; and
- (4) will not be a party to any act or thing prejudicial to our goodwill, commercial reputation, or overall public image.

16.4 You warrant and represent to us that you:

- (1) have an Australian Business Number (ABN) and have provided your ABN to us;
- (2) will quote your ABN on each invoice you issue to us;
- (3) will immediately advise us if your ABN or GST registration is cancelled; and
- (4) are solely responsible for:
  - (1) payment of your own taxes and compliance with your taxation obligations, including income tax (and consent to us furnishing the Commissioner of Taxation with your name and address and with the details of any payments we make to you); and
  - (2) all Employee Benefits and Obligations due or accruing to you or your Personnel from time to time.

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## 17 Access

If you are engaged to provide Services at our premises, you must, and must ensure that your Personnel:

- (1) protect people and property;
- (2) prevent nuisance;
- (3) act in a safe and lawful manner;
- (4) comply with all of our safety standards and policies (as made known to you from time to time); and
- (5) comply with any lawful directions we give.

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## 18 Supplier Property

You acknowledge and agree that:

- (1) we are the legal and beneficial owner of the Supplier Property;
- (2) your right to use the Supplier Property is as bailee only and limited to the performance of your obligations under the Contract;
- (3) you must maintain the Supplier Property and keep it in good order and condition;
- (4) you must allow us to inspect the Supplier Property at all reasonable times while it is in your possession or under your control;
- (5) you must not sell, pledge, assign, reproduce, license, modify, destroy, or dispose of the Supplier Property, or

otherwise deal with the Supplier Property in a manner inconsistent with our rights or interest, without our prior written and fully informed consent; and

- (6) you must promptly return the Supplier Property to us upon demand.

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## 19 Security interest

- 19.1 Nothing in these Conditions or any Purchase Order we issue to you creates a security interest in the Goods or any Supplier Property in your favour.
- 19.2 Unless you have obtained our prior written and fully informed consent, you undertake not to create, nor purport to create, any security interest in the Goods (or any proceeds derived from the sale of such Goods), nor register, nor permit to be registered, a financing statement or financing change statement in relation to the Goods or Supplier Property in your favour or in favour of any third party.

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## 20 Description of Goods or Services

- 20.1 If we require any Goods or Services for a particular purpose, we will make that purpose known to you prior to or at the time we issue a Purchase Order to you.
- 20.2 You must advise us if the Goods or Services are fit for our intended purpose and will meet our requirements (including the Specifications) and, at our request, must provide us with a written assurance to this effect.
- 20.3 If there is inconsistency between the Specifications and the purpose we have made known to you under clause 20.1, then you must identify this and advise us as soon as possible. For example, it is our expectation that if the Specifications we give you may be inadequate to achieve the particular purpose, that you will identify and advise us of this so that variations to the Specifications and/or particular purpose can be considered.

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## 21 Indemnities

- 21.1 If you default in the performance or observance of your obligations under any Contract of which these Conditions form part, then:
  - (1) we will take steps to mitigate our loss and act reasonably in relation to any default by you; and
  - (2) we will give you notice requesting payment for loss and damage occasioned in respect of those events and requesting that you remedy any breach within a reasonable time; and
  - (3) if that demand is not met then you indemnify us in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that we have suffered arising therefrom.
- 21.2 You are responsible for, and must indemnify and hold us harmless from and against any Claims arising in connection with any tax, charge, fine, penalty, or other impost which we incur or become liable to pay as a result of your breach of any of the warranties contained in clauses 15 (Warranties (Goods)) or 16 (Warranties (Services)).
- 21.3 Your liability to indemnify us will be reduced proportionally to the extent that any fraud, negligence, or wilful misconduct by us or a breach of our obligations under contract has



contributed to the Claim, loss, damage, or cost which is the subject of the indemnity.

- 21.4 Your liability to indemnify us is a continuing obligation separate and independent from your other obligations and survives the termination or performance of any Contract of which these Conditions form part.

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## 22 Termination

22.1 A party may, with immediate effect, terminate any Contract of which these Conditions form part by notice in writing, if the other party:

- (1) commits a material or persistent breach of these Conditions and does not remedy that breach (if capable of remedy) within seven (7) days of the receipt of a notice (or such longer time as specified in the notice) identifying the breach and requiring its remedy; or
- (2) has failed to pay sums due to the party within seven (7) days; or
- (3) has indicated that it is, or may become, insolvent; or
- (4) ceases to carry on business; or
- (5) comprises an entity which is the subject of the appointment of receivers or managers; or
- (6) comprises a natural person who:
  - (1) has committed an act of bankruptcy; or
  - (2) has been made bankrupt;
- (7) comprises a corporation which:
  - (1) enters into voluntary administration;
  - (2) is subject to a deed of company arrangement; or
  - (3) is subject to the appointment of liquidators or provisional liquidators.

22.2 If the Contract is terminated, we are liable to only pay to you:

- (1) the amount due for any Goods that have been delivered to us or for Services already rendered in accordance with our Purchase Order prior to the date of termination; and
- (2) where the Contract is terminated due to our default, any reasonable costs you have incurred (as evidenced by supporting documentation) directly with fulfilment of our Purchase Order up until the date the Contract is terminated to the extent that you are unable (acting reasonably) to mitigate such costs in other ways,

and you must immediately refund any other amounts we have paid you that you are not entitled to retain (for example, if the Contract included a deposit and the Goods being the subject of that deposit have not been delivered to us).

22.3 The payment we make under clause 22.2 (if any) will constitute the full and final compensation we are required to pay under or in connection with termination of the Contract.

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## 23 Intellectual Property

23.1 You acknowledge and agree that we own all Intellectual Property you develop in the course of, or arising out of, any Contract of which these Conditions form part. For the removal of doubt, you immediately and irrevocably assign any such Intellectual Property to us.

23.2 You agree to make prompt and full disclosure to us of the development of any Intellectual Property and you will not make use of, or reproduce, any of our Intellectual Property without our prior written and fully informed consent.

23.3 You consent to us, our Personnel, licensees, and assigns doing any act or making any omissions that might otherwise constitute an infringement of your Moral Rights in any Works made you during the course of your engagement, including:

- (1) not naming you as the author of the Work; and
- (2) amending or modifying (whether by changing, adding to, or deleting or removing) any part of the Work, but only if you are noted named as the author of the amended or modified Work,

whether such acts or omissions occur before or after the performance or termination of the Contract.

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## 24 Confidentiality

24.1 Each party must not:

- (1) use the other party's Confidential Information other than as strictly necessary to undertake its obligations under the Contract; or
- (2) directly or indirectly, disclose to any other person, or exploit, the other party's Confidential Information other than with the prior written and fully informed consent of that party,

except to the extent that:

- (3) disclosure is permitted by the Contract;
- (4) the information is available to the public generally (except as a result of a previous breach of this clause 24.1);
- (5) a party is required to make disclosure by operation of law; or
- (6) the disclosure is made on a confidential basis to a party's representatives or professional advisers for the purpose of obtaining professional advice.

24.2 Each party's obligation under clause 24.1 is a continuing obligation separate and independent from that party's other obligations and survives the performance or termination of a Contract for a period of three (3) years.

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## 25 Media releases

You must not make any media releases, public announcements, or public disclosure (including promotional or marketing material) concerning our acquisition of Goods or Services from you without our prior written and fully informed consent.

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## 26 Subcontracting and assignment

26.1 You must not subcontract:

- (1) the manufacturing or supply of any part of the Goods to be supplied; or
- (2) the Services to be provided or any part of those Services,

without our prior written and fully informed consent (which we may give conditionally or withhold in our absolute discretion).

26.2 A party may only assign its rights under the Contract with the written consent of the other party.



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## 27 Variation

We may amend these Conditions in the future by notifying you in writing. The amended Conditions will thereafter apply to each Purchase Order we issue to you unless you earlier give us written notice to the contrary in advance of accepting our Purchase Order.

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## 28 Waiver

A waiver of any provision of these Conditions will only be effective if made by the affected party in writing.

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## 29 Conflicts and Inconsistencies

If there is any conflict or inconsistency between any of the documents which together govern the relationship between the parties, it is agreed the order of precedence will be (highest to lowest):

- (1) any additional terms or conditions contained in our Purchase Order applicable to your supply of Goods or Services;
- (2) a purchase order Schedule (if any); and
- (3) these Conditions.

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## 30 Severance

If any part or term of our agreement with you is illegal, invalid, or unenforceable, it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from the Contract and the remaining provisions will not be affected, prejudiced, or impaired by such severance.

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## 31 Governing law and jurisdiction

31.1 Our relationship is governed by and must be construed according to the law applying in the State of Queensland.

31.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Queensland with respect to any proceedings that may be brought at any time relating to our relationship.

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## 32 Definitions

In these Conditions, unless the context otherwise requires, the following definitions apply.

32.1 **Approval** means any authorisation, assessment, accreditation, determination, registration, clearance, permit, licence, consent, certificate, or other approval obtained or required or applying in connection with your business or the supply of the Goods or Services.

32.2 **Business Hours** means between 09:00am to 5:00pm on a day that is not a Saturday, Sunday, or gazetted public holiday in the place where the Goods or Services are, or are to be, supplied.

32.3 **Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, or award howsoever arising, whether present, unascertained, immediate, future, or contingent, whether based in contract, tort, pursuant to statute or otherwise and whether involving a third party or a party to a Contract.

32.4 **Confidential Information** means:

- (1) the terms of a Contract and all negotiations leading to its formation;

(2) all information in any form disclosed or made available by a party that:

- (1) is by its nature (or the circumstances in which it is disclosed) confidential;
- (2) is designated by a party to be confidential; or
- (3) a party knows or ought reasonably to know is confidential,

including confidential information relating to a party's business not in the public domain including trade secrets, industrial practices, know-how, scientific, technical, product, market, or pricing information.

32.5 **Contract** means a contract for the purchase of Goods or Services, as constituted by your Quotation (if any), our Purchase Order, and these Conditions.

32.6 **Copyright Act** means the *Copyright Act 1968* (Cth), as amended.

32.7 **Customer, we, us** means, severally, CV Services Group Pty Ltd ACN 128 857 447 and its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth) as may be specified in a Purchase Order.

32.8 **Customer Enquiry** means an enquiry from us regarding the potential purchase of Goods or Services, which includes the Specifications and any Supply Timeframe we require.

32.9 **Employee Benefits and Obligations** means:

- (1) all remuneration, annual leave, sick leave, long service leave, redundancy payments, extra payments for overtime or public holidays and any similar benefits payable to, or in respect of you or your Personnel; and
- (2) all accident or workers' compensation payments and premiums, payroll tax, pay as you go tax and related income tax deductions, superannuation contributions or other similar payments or contributions payable to, or in respect of you or your Personnel.

32.10 **Goods** means the goods or materials to be supplied by you, as described in our Purchase Order.

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

32.12 **Intellectual Property** means all industrial and intellectual property rights throughout the world, whether present or future, and whether protectable by statute, at common law or in equity, including rights in relation to copyright, trade secrets, know how, trade marks (whether registered or unregistered or whether in word or logo/device form), designs, patents and patentable inventions, including the right to apply for registration of any such rights.

32.13 **Moral Rights** has the meaning given to this term in the Copyright Act, as amended, and includes any other rights of an analogous nature which may now exist or which may exist in the future under the law of a country other than Australia.

32.14 **Personnel** means the officers, employees, and agents engaged by each party (but does not include the other party) and, in the case of the Supplier, includes its subcontractors (and any employee of those subcontractors).

32.15 **PPS Act** means the *Personal Property Securities Act 2009* (Cth), as amended.

32.16 **Purchase Order** means:

- (1) a written purchase order (which is clearly described as being a 'purchase order'); or
- (2) a *Purchase Order Schedule* (signed by both parties) in

the form we provide from time to time;

we issue to you for the supply of Goods or Services which accompanies or incorporates these Conditions, together with all documents accompanying the Purchase Order.

- 32.17 **Services** means the services to be provided by you, as described in our Purchase Order.
- 32.18 **Specifications** means any physical, data, safety, technical or material specifications, or other characteristics or requirements in relation to the Goods or Services stated in our Customer Enquiry or Purchase Order.
- 32.19 **Supplier, you** means the person or other entity described in our Purchase Order.
- 32.20 **Supplier Property** means all materials, tools, equipment, dies, moulds, patterns, drawings, blueprints, designs, specifications, samples, technical data, and any other items we supply to you for the purposes of you supplying the Goods or Services.
- 32.21 **Supply Timeframe** means the timeframe in which you are required to supply the Goods or provide the Services (as the context requires) stated in our Customer Enquiry or Purchase Order.
- 32.22 **QA Documentation** means any and all quality assurance documentation required by us in relation to the Goods or Services, such as certificates or approvals.
- 32.23 **Quotation** means a quotation, proposal, or similar document you issue in response to our Customer Enquiry (and the Specifications and any Supply Timeframe detailed therein) which sets out the net price or rates payable for the Goods or Services.
- 32.24 **Variation** means any change to, addition, or omission, in the scope, quality, or character of the Goods or Services to be supplied by you (and includes any change to the Specifications or Supply Timeframe).
- 32.25 **Variation Request** means a written request we issue to you which describes the Variation we require.
- 32.26 **Works** includes all photographs, videos, literary, dramatic, musical, and artistic work within the meaning of the Copyright Act.

33.8 Words such as “includes”, “including”, and “for example” are not words of limitation and are to be construed as though followed by the words “without limitation”.

33.9 A term of an agreement in favour of two or more persons is for the benefit of them jointly and each of them separately.

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### 33 Interpretation

In these Conditions, unless the context otherwise requires:

- 33.1 A time is a reference to the time zone of Brisbane, Australia unless otherwise specified.
- 33.2 \$, dollar, or AUD is a reference to the lawful currency of Australia.
- 33.3 A party includes a reference to that person’s executors, administrators, successors, substitutes (including a person who becomes a party by novation), assigns, and in the case of a trustee, includes any substituted or additional trustee.
- 33.4 A right includes a benefit, remedy, authority, discretion, or power.
- 33.5 The singular includes the plural and vice versa, and a gender includes other genders.
- 33.6 “In writing” or “written” means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- 33.7 If a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning.