



Royal Agricultural Society of NSW

Purchase Order General Conditions for the Supply of Goods and Services

- 1. Contract Formation:** The Royal Agricultural Society of NSW (RAS) issues Purchase Orders for the supply of goods and services (“Goods” and “Services”) under these General Conditions and any Special Conditions as agreed and noted on a Purchase Order. If the Purchase Order is issued under the terms of an existing contract, the terms of that existing contract shall prevail. Any Special Conditions issued by the RAS shall take precedence over an existing contract. In the event of any inconsistency between these General Conditions and Special Conditions, the Special Conditions will prevail. The Supplier will be deemed to have accepted these conditions, and a legally binding contract will be formed if the Supplier:

 - a) does not within 7 days of the issue date on the Purchase Order, and before the delivery or supply, notify the RAS in writing of its non-acceptance of a condition; or
 - b) accepts the RAS offer by supplying the Services; or
 - c) accepts the RAS offer by delivering the Goods.

Any terms and conditions proposed by the Supplier are excluded, unless expressly accepted in writing by RAS.
- 2. Supply out of Contract:** The Supplier must not supply any Goods or Services to the RAS (or any of its representatives) that have not been included on the Purchase Order. Provision of Goods or Services in such a manner waives the Supplier’s right to payment or compensation of any kind for these goods or services.
- 3. Price Basis:** The contract price is firm and must include customs duty (unless specifically exempt), packaging, marking, handling, freight and delivery, insurance, Goods and Services Tax (GST) (if applicable), and any other applicable costs and charges, unless expressly advised otherwise in writing.
- 4. Payment of Accounts:** The RAS standard payment terms are 30 days from the date a valid invoice is received, subject to the Goods or Services having been delivered in accordance with the Purchase Order and all required documentation and approvals have been completed in line with RAS requirements. RAS payment processing arrangements are for internal administrative purposes only and do not establish any right or entitlement to payment prior to the contractual payment due date, nor do they amend or supersede that due date. Any variation to these payment terms must be expressly agreed in writing by RAS and documented in a formally executed contract or an approved Purchase Order prior to engagement.
- 5. Invoices:** The Supplier must issue the RAS with a valid tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (the GST Act). The invoice must include the Purchase Order number and the name and phone number of the contact person. Satisfactory evidence that the Goods or Services listed in the invoice have been accepted by the RAS must be available upon request. RAS reserves the right to reasonably withhold any or all of the payment requested if the Supplier fails to comply with the terms and conditions of their contract.
- 6. Performance of the Contract:** The Supplier must deliver the Goods and/or provide the Services as specified in the contract and in a manner that meets all applicable minimum Australian Standards. If there is a breach of performance of the contract, the RAS will reasonably take the following action to remedy the breach:

 - a. **Goods:** If the Goods are damaged, faulty or do not fully comply with the contract terms and conditions (e.g. are not delivered on or before specified date), the RAS may, by written notice, cancel the order and/or require the Supplier to make good or replace the Goods at no additional cost to the RAS, including removal and incidental costs within a reasonable timeframe as specified by RAS.
 - Services:** If there is a delay or defect in performance of the Services or they are incomplete, the RAS may, by written notice, cancel the request, require the Supplier to remedy the delay or defect in performance, or re-perform the Services at no additional cost to the RAS, within a reasonable timeframe as specified by RAS.
- 7. Warranties:** The Supplier warrants that all Goods will be new and comply with the highest relevant commercially accepted standards and be fit for purpose unless varied by a Special Condition. The Supplier warrants that it will render all Services with due skill and care, and that materials supplied in connection with the Services will be fit for purpose.
- 8. Installation:** Suppliers engaged to supply and install Goods that are new equipment are liable to confirm that the Goods will be able to be delivered to the installation location, taking into consideration access and egress constraints. They are also liable at time of quotation to confirm that the Goods will be compatible with the existing mechanical and electrical infrastructure. If changes are required, the Supplier is responsible for notifying the RAS to confirm that the RAS is aware that modifications to infrastructure will be required in order to operate the Goods. The Supplier shall also clearly outline any required modifications at the time of quotation. If the Supplier fails to confirm compatibility with the existing mechanical and electrical infrastructure, or fails to identify and outline

any necessary modifications, the Supplier shall be responsible for all resulting costs and expenses incurred.

9. **Termination:** The RAS may terminate this contract in whole or in part immediately upon written notice without penalty if the Supplier:
- has not remedied a breach of warranty within the time specified by the RAS in the notice of breach; has breached a material condition of the contract that cannot be remedied;
 - has breached a condition of the contract that can be remedied and fails to remedy such breach within 14 days of written notice from the RAS requiring it to remedy such breach;
 - becomes bankrupt or subject to an event of dissolution or insolvency.

The Supplier may terminate this contract in whole or in part without penalty if the RAS:

- has breached a material condition of the contract that cannot be remedied;
- has breached a condition of the contract that can be remedied and fails to remedy such breach within 14 days of written notice from the Supplier requiring it to remedy such breach;
- becomes subject to an event of dissolution or insolvency.

10. **Inspection and Quality Assurance:** The RAS may perform quality inspections of the completed Goods and Services before acceptance to ensure compliance with specifications ordered. Any costs associated with storing, handling and returning Goods not accepted with reason, will be borne by the Supplier.
11. **RAS Access:** The Supplier must provide any authorised RAS representatives with full and free access to its premises and work areas, and all documentation appropriate to assess compliance with this contract. The Supplier must, at its own expense provide all reasonable facilities and assistance that the RAS representatives may require for the purposes of this clause.
12. **Confidential Information:** With respect to the RAS' confidential information, the Supplier must not disclose, copy or, make it available to any third party other than to its employees that have a need to know that information, strictly to enable the performance of the Supplier's obligations and performance under this contract.
13. **Assignment, Subcontracting and Amendments:** The Supplier must obtain the prior written approval of the RAS to assign or subcontract the contract or any part thereof. Approval to assign or subcontract relieve the Supplier from any of its obligations under the Contract, or impose any liability upon the RAS to an assignee or a subcontractor. Such approval shall not be unreasonably withheld. Changes to the contract must be in writing and signed by both parties.
14. **Title, Acceptance and Risk:** Title to the goods vests in the RAS on the sooner of delivery to the RAS or payment by the RAS. The vesting of title does not in itself amount to acceptance of the Goods by the RAS. The risk of any

loss or damage to the Goods remains with the Supplier until delivery to the RAS in accordance with the contract terms and conditions.

15. **Notices:** All notices, requests, variations, and other correspondence by either party are to be communicated promptly between the parties and must be in writing.
16. **Liability:** The liability of a party to the other party for breach of this contract, or in tort, or for any other common law or statutory cause of action arising out of the operation of this contract, shall be determined under the relevant law in Australia. The Supplier is responsible for insuring their own Goods and property, in provision of the Goods and Services to the RAS.
17. **Indemnity:** The Supplier must indemnify the RAS its employees and representatives against any liability, loss, damage costs (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis) and expenses arising out of a default or unlawful or negligent act or omission on the part of the Supplier, its employees, agents or subcontractors. This indemnity will survive termination of this Licence.
18. **Waiver:** Failure by either party to enforce a term of this contract shall not be construed as in any way affecting the enforceability of that term in any other instance, or the enforceability of the contract as a whole.
19. **Applicable Law:** This contract shall be governed by the law applicable in the State of New South Wales, and the parties submit to the non-exclusive jurisdiction of the Courts of that State.
20. **Intellectual Property:** The RAS will retain all intellectual property rights including copyright, patent and trademarks to any work or service commissioned by the RAS through a Purchase Order, and the Supplier hereby assigns such rights to the RAS free from all encumbrances on and from the date of creation. The Supplier warrants that the use of the Goods by the RAS or the performance of the Services by the Supplier will not constitute an infringement of the rights of any third party, including, but not limited to, the intellectual property rights or moral rights held by a third party or a breach of a duty of confidence owed to a third party, and the Supplier has procured, and will procure, from all authors of any copyright works or subject matter other than works ("Copyright Materials") unconditional consents to the RAS, its licensees, successors and assigns doing or omitting to do any act throughout the world, whether before or after the date of this consent, in relation to the Copyright Materials, whether or not such act or omission would, but for this consent, infringe a moral right of the author now or at any time hereafter subsisting in respect of the Copyright Materials.
21. **Work Health and Safety:** The Supplier must comply with the requirements of the current WHS Legislation and Codes of Practice such as having their own Health and Safety Policy and safe systems of work for the service or goods they are providing to the RAS. Suppliers

must consult, cooperate and meet with the RAS if there are any health and safety issues associated with the performance of the contract. Any incidents or near misses which occur during performance of the contract must be reported to RAS Security on 9704 1020. Both parties will follow the requirements of the *Work Health and Safety Act 2011* (NSW) and any regulations under that Act, including the duty to preserve the site for an investigation and a duty to inform the RAS immediately on 9704 1020 when a “notifiable incident” occurs meaning any incident resulting in:

- (a) the death of a person, or
- (b) a serious injury or illness of a person, or
- (c) a dangerous incident (as defined in section 37 of the WHS Act).

22. Security Cameras: RAS operates surveillance cameras, for the safety or security of individuals or property. RAS also has access to Sydney Olympic Park security cameras. Please note that security camera monitoring is continuous and ongoing. RAS strictly complies with the *Workplace Surveillance Act 2005* (NSW).

23. Insurance: The Supplier must effect an Australian Prudential Regulation Authority (APRA) approved Public and Products Liability insurance policy covering the Supplier and the RAS for the activities of the Supplier in connection with their contract for a minimum of twenty million dollars (\$20,000,000) for any one occurrence or such greater amount as the RAS may require in a form and with an insurer that is acceptable to the RAS. Evidence of such insurance must be supplied to the RAS prior to providing the Goods and Services. The RAS may require other insurance from the Supplier where reasonably required, for the provision of the Goods and Services.

If the Supplier engages any employee or subcontractor, the Supplier must have proper and valid workers compensation insurance.

Failure by the Supplier to comply with these insurance requirements entitles RAS to immediately terminate the Licence.

24. Force Majeure: The RAS or the Supplier will not be liable for any delay in performing or failure to perform its obligations under their contract and such failure is due to Force Majeure. The performance of a party’s obligations will be suspended for the period of the delay due to Force Majeure, provided that the RAS or the Supplier promptly notifies the other party in writing of the reasons for the delay or failure and its likely duration.