

PURCHASE ORDER TERMS & CONDITIONS (INTERTEK AUSTRALASIA)

These Purchase Order Terms and Conditions apply to and are an integral part of any request for proposal, quotation and Order for the provision of Goods and/or Services by the Supplier to all applicable businesses under Intertek in Australasia.

The applicability of any conditions of sales by the Supplier will not be accepted by Intertek and are hereby expressly rejected, unless otherwise agreed upon by written agreement.

1. DEFINITIONS.

- a. **Intertek** is the legal person or entity that places the Order or that issues the request for proposal. The words buyer, purchaser, customer, company or their equivalents, as used elsewhere in the Order, have the same meaning as Intertek.
- b. **Supplier** is the person, legal person or entity which is referred to in the Order as the Supplier of the Goods and/or Services. The words contractor, supplier, advisor, consultant, selected provider or their equivalents, as used elsewhere in the Order, have the same meaning as Supplier.
- c. **Sub-supplier** is the person, legal person or entity which has agreed with the Supplier to supply the Goods and/or perform the Services or any part thereof to Intertek.
- d. **Order** is the Purchase Order, contract or call-off order placed by the Intertek and accepted by the Supplier, including all annexes, specifications, drawings and documents referred to in the Order.
- e. **Goods and/or Services** includes the supply of Goods and/or performance of Services and all related documents and materials as specified in the Order, and all services and parts, components and/or components thereof.

2. ORDER

- a. The Order is placed by Intertek, by hardcopy, e-mail or otherwise, and is binding between the parties after acceptance by the Supplier via email response or by Supplier execution of the Order or otherwise in accordance with the instructions of Intertek.
- b. No Order which has been confirmed may be cancelled by the Supplier unless such cancellation is agreed by Intertek in writing.
- c. Supplier amendments or comments concerning the Order are only binding if and insofar as Intertek accepts them in writing. If the Supplier starts to execute an Order, this will be considered as an unconditional acceptance of the Order.
- d. Intertek reserves the right to amend the Order and to reduce or extend the scope of delivery. If such an amendment, reduction or extension leads to a substantial change in the value of the Goods and/or Services referred to in the Order, the parties shall amend the amount of the Order in accordance with the standards of reasonableness and fairness. The amendment, reduction or extension of the scope of delivery of an Order is binding between the parties only if the Order change is agreed in writing.

3. ASSIGNMENT AND SUB-CONTRACTING

- a. The Supplier shall not assign, transfer, sublet or subcontract in whole or in part of the Order without the prior written consent of Intertek.
- b. Consent of Intertek shall not relieve the Supplier of its obligation to comply with the Order.
- c. Intertek reserves the right to transfer the Order, in full or in part, to a third party without prior consent of the Supplier.

4. RISK AND TITLE

- a. Risk and Title to the Goods and/or Services shall pass onto Intertek only when the Goods are delivered, Services are accepted as completed by Intertek or if the purchase of Goods includes installation, when the Goods are deemed fully installed and commissioned by Intertek, without prejudice to any rights which Intertek may have to reject the Goods and/or Services under these Conditions.
- b. Supplier warrants full and unrestricted title to Intertek for all Goods and/or Services supplied under this Order, free and clear of any liens, restrictions, reservations, security interests and encumbrances.

5. PACKAGING

- a. Supplier shall ensure Goods are packed with proper packaging integrity to protect Goods during transportation, handling and storage.
- b. There shall be no additional charges to be imposed by the Supplier for handling, packaging, crating or cartage unless otherwise expressly and in writing agreed by Intertek.
- c. Unless otherwise notified, Intertek shall not be liable to return any packaging to the Supplier.

6. DELIVERY

- a. Supplier shall ensure delivery of Goods and/or Services per the Purchase Order or as supplier quoted timeline which has been prior agreed by Intertek.
- b. Intertek shall allow the Supplier access to its premises as reasonably necessary for the delivery of Goods and/or Services.
- c. Intertek reserves the right to refuse any admission of the Supplier's personnel at any time where there is a potential breach of applicable Intertek policies or legal regulations or whose presence is, in the reasonable opinion of Intertek, not of desirable behavior.
- d. Supplier shall notify Intertek immediately in writing in anticipation of any potential delay. The Supplier shall submit a proposal to Intertek on measures that it shall adopt (at its own expense) to meet the agreed delivery time.
- e. Intertek reserves all right to direct Supplier to implement (at its own expense) any recovery measures to meet the agreed expected delivery time.

7. INSPECTION AND TESTING

- a. Supplier shall ensure that the Goods and/or Services provided comply with the Specification and/or any other provisions of

the Order.

- b. Supplier warrants that the Goods and/or Services are of an acceptable standard that meets its intended purpose per specifications and/or applicable standards.
- c. Intertek reserves the right to reject any Goods and/or Services that do not comply with the Specification and/or any other provisions of the Order (inclusive of lost or damaged in transit).
- d. In the Order for Goods, Supplier shall endeavor to collect the Goods from the Intertek site as soon as reasonably practicable for remediation.
- e. The Supplier, upon notification by Intertek of the rejection, shall undertake immediate steps to rectify the causes of rejection.
- f. Acceptance of Delivery does not prejudice the rights of Intertek for remediation on any rejection upon inspection of Goods and/or Services.

8. TERMS OF PAYMENT

- a. Intertek agrees to pay the Supplier the total price for the Goods and/or Services which is stated in the Purchase Order within **60 days** of the date of receipt of an invoice from the Supplier, in respect of such Goods and/or Services.

9. INTELLECTUAL PROPERTY RIGHTS

- a. All drawings, designs, specifications and other information supplied by Intertek for the purpose of quotation or in connection with and Order remains the Intellectual Property of Intertek ("Intertek IP") and shall not be used, copied or disclosed to any third person (in each case whether in whole or in part) without Intertek's prior written permission.
- b. The Supplier is granted a limited license to use the Intertek IP for the purpose and only during the duration of fulfilling the Order.
- c. Upon completion of the Order, the limited license is hereby revoked, and the Supplier shall (at Intertek's option) return or destroy all Intertek IP.

10. INDEMNITY

- a. Supplier shall indemnify Intertek, its agents, employees, subsidiaries, associated companies, Clients against all loss, liability and cost (direct and indirect) arising from:-
 - i. any alleged or actual infringement of any intellectual property rights owned by a third-party arising from the purchase, use or resale by Intertek, its agents, employees, subsidiaries, associated companies, Clients for the whole or any part of the Goods and/or
 - ii. any act or omission in the performance or non-performance of or in connection with the obligations undertaken by the Supplier pursuant to the Order, whether due to the negligence of the Supplier, its agents, employees or subcontractors, including, without limitation, any loss, liability or cost arising from an injury to a person excluding any loss, liability or cost arising directly attributable to Intertek or its Clients' negligence and/or

- iii. any losses incurred or damage suffered as a result whether direct or indirectly attributable to Intertek's purchasing the Goods and/or Materials from the Supplier.
- b. Nothing in this Conditions shall operate to exclude or restrict either party's liability for:-
 - i. death or personal injury resulting from negligence; or
 - ii. fraud or deceit; or
 - iii. any other liabilities that cannot lawfully be limited or excluded.
- c. The rights and remedies of Intertek provided in these Conditions are cumulative and not exclusive of any rights or remedies provided at law or in equity.

11. CONFIDENTIALITY

- a. The Supplier shall keep confidential all Confidential Information disclosed by Intertek for the performance of its obligations under this Order.
- b. The Supplier shall not publicize details of the Order to any third party without the written permission of Intertek.
- c. For the avoidance of doubt, the Supplier shall have no rights to use Intertek's name, trade name, product name, trademarks or logos.

12. UNFORESEEN EVENTS

- a. For the avoidance of doubt, except as specified in this Condition, nothing shall be used as a reason for Supplier from any obligations under these Conditions in fulfilling the Order.
- b. The Supplier shall demonstrate that it has taken all reasonable steps possible to mitigate any loss or any consequences of an Unforeseen Event which impacts the performance of its obligations under these Conditions before the Supplier can be relieved of its liability under these Conditions.
- c. The Supplier shall seek to implement all reasonable mitigation strategies and workarounds during the period of the Unforeseen Event, making partial performances against its obligations where possible, unless otherwise directed by Intertek in writing.
- d. If the Supplier is unable to perform its obligations under the conditions of this Order for a continuous period of more than 5 days, by reason of an Unforeseen Event, then Intertek may cancel the Order without further liability to the Supplier.
- e. Cancellation of Order shall not prejudice any rights Intertek may have to recover from the Supplier any losses suffered by Intertek because the delivery date was actually or potentially not met.
- f. Intertek reserves the right to defer the date of delivery or payment or vary or cancel the Order if it is prevented from or delayed in carrying out its obligations because of an Unforeseen Event.

13. Entire Agreement

- a. These Terms and Conditions and the Order shall comprise the entire terms and conditions of contract in relation to the Purchase Order and the Supplier's Terms and Conditions are expressly excluded.
- b. These Terms and Conditions and the Order shall therefore take priority over any other arrangements, communications or any other documents except if there was a separate

Agreement in place, overriding the Terms and Conditions specified herein, either issued by or referred to by Intertek.

14. Governing Law and Jurisdiction

- a. The Order and Terms and Conditions specified herein, inclusive of any separate Agreements between Intertek and the Supplier shall be governed by and construed in accordance with the laws of Australia.
- b. The parties submit to the exclusive jurisdiction of the Courts of Australia.
- c. Each party waives any right to object to an action being brought in those Courts including by claiming that action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

15. INTERTEK APPLICABLE POLICIES

- a. The Supplier acknowledges compliance to all Intertek's Corporate Policies found below upon acceptance of the Order.
 - INTERTEK OCCUPATIONAL HEALTH & SAFETY POLICY – ([LINK](#))
 - INTERTEK CODE OF ETHICS – ([LINK](#))
 - INTERTEK ANTI-BRIBERY POLICY – ([LINK](#))
 - MODERN SLAVERY POLICY – ([LINK](#))
 - INTERTEK SUSTAINABILITY POLICY – ([LINK](#))