



General Purchase Order Conditions (GPOC)

- 1. Provision of Goods and Services:** The Supplier must provide the Goods and Services to CSC in accordance with any instructions specified in the Purchase Order. The Supplier must promptly notify CSC if the Supplier becomes aware that it will be unable to provide all or part of the Goods or Services by the relevant delivery date and advise CSC as to when it will be able to do so.
- Any Services must be provided to the standard that would be expected of an experienced and professional supplier of similar services and any other standard specified in the Purchase Order.
- Any Goods must be:
- (a) delivered free from all Encumbrances;
 - (b) meet any standard specified in the Purchase Order; and
 - (c) unless otherwise stated in the Purchase Order, new and unused.
- 2. Acceptance:** CSC may accept or reject the relevant Goods or Services within 14 days after delivery of the Goods or Services. CSC may only reject the Goods or Services where the Goods or Services do not comply with the requirements of the Purchase Order.
- If CSC does not notify the Supplier of acceptance or rejection within the 14 day period, CSC will be taken to have accepted the Goods or Services on the expiry of the 14 day period.
- If CSC rejects the Goods or Services CSC may:
- (a) require the Supplier to repair or modify the Goods or Services, within the Defect Remedy Period, at the Supplier's cost, so that the Goods or
- Services meet the requirements of the Purchase Order; or
- (b) require the Supplier to provide, at the Supplier's cost, replacement Goods or Services which meet the requirements of the Purchase Order, within the Defect Remedy Period; or
 - (c) terminate the Contract in accordance with clause 30.
- In any case, and at CSC's request, the Supplier must, at its own cost, promptly remove any rejected Goods or Services from CSC's premises. Replacement, repaired or modified Goods or Services are subject to acceptance under this clause 2.
- The Supplier will, within 20 days after a request from CSC, refund all payments related to rejected Goods or Services unless replacement, repaired or modified Goods or Services are accepted by CSC.
- 3. Title and Risk:** Title to the Goods transfers to CSC upon their acceptance by CSC in accordance with clause 2. The risk of any loss or damage to the Goods remains with the Supplier until their delivery to CSC at the delivery location.
- 4. Invoice:** The Supplier must submit a correctly rendered invoice to CSC. An invoice is correctly rendered if:
- (a) it is correctly addressed and calculated in accordance with the Contract;
 - (b) it relates only to Goods or Services that have been accepted by CSC under clause 2;
 - (c) it is for an amount which, together with all previously correctly rendered

invoices, does not exceed the Contract Price;

- (d) it includes the Purchase Order number, and the name and phone number of the Contract Manager named in the Purchase Order; and
- (e) it is a valid tax invoice in accordance with the GST Act.

The Supplier must promptly provide to CSC such supporting documentation and other evidence reasonably required by CSC to substantiate performance of the Contract by the Supplier.

5. **Payment:** CSC must pay the invoiced amount to the Supplier within 20 days after receiving a correctly rendered invoice or if this 20 day period ends on a day that is not a business day, payment is due on the next business day. The last day of this period is referred to as the "due date".

6. **Price Basis:** The Contract Price is the maximum price payable for the Goods and Services and is inclusive of all GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas.

CSC is not required to pay any amount in excess of the Contract Price including, without limitation, the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges, unless expressly stated in the Purchase Order.

7. **Set off:** If the Supplier owes any amount to CSC in connection with the Contract, CSC may set off that amount, or part of it, against its obligation to pay any correctly rendered invoice.

8. **Insurance:** The Supplier must obtain and maintain such insurances and on such terms and conditions as a prudent supplier, providing supplies similar to the Goods or Services, would procure and maintain and if requested, must provide CSC with evidence the insurances remain in force.

9. **Indemnity:** The Supplier indemnifies CSC, its officers, employees and contractors against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in connection with:

- (a) any breach of this Contract by, or any unlawful or negligent act or omission on

the part of, the Supplier, its officers, employees, agents or subcontractors; or

- (b) any action, claim, dispute, suit or proceeding brought by any third party in respect of any use, infringement or alleged infringement of that third party's Intellectual Property Rights or Moral Rights;

in connection with the Goods or Services.

The Supplier's liability to indemnify CSC under paragraph (a) is reduced to the extent that any breach of this Contract by, or unlawful or negligent act or omission of, CSC, its officers, employees or contractors contributed to the liability, loss, damage, cost, compensation or expense.

10. **Approvals and Compliance:** At no additional cost to CSC, the Supplier must obtain and maintain any licences or other approvals required for the lawful provision of the Goods or Services and arrange any necessary customs entry for the Goods or Services. The Supplier must comply with and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out and all Commonwealth laws and policies relevant to the Goods or Services.

11. **Conflict of Interest:** The Supplier warrants that, except as notified to CSC prior to the date of the Contract, no conflict of interest exists, or is anticipated, relevant to the performance of its obligations under the Contract.

If a conflict of that kind arises the Supplier must notify CSC immediately and take such steps as CSC reasonably requires to resolve or otherwise deal with the conflict.

12. **Modern Slavery:** The Supplier must:

- (a) take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods or Services;
- (b) provide all reasonable assistance to CSC to satisfy CSC's Modern Slavery obligations; and
- (c) if at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Contract (including such practices of other entities in its supply chains):

- (i) immediately notify CSC of the practices and provide any information reasonably requested by CSC; and
- (ii) take all reasonable action to cease or address such practices.

13. Anti-bribery and corruption: The Supplier must not, in connection with the provision of Goods or Services, directly or indirectly make, promise, authorise, or offer any payment or transfer anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage, or in any way with the purpose or effect of public or commercial bribery.

14. Warranties: The Supplier must provide, or procure that CSC receives, all relevant third party warranties in respect of Goods or Services.

If the Supplier is a manufacturer, the Supplier must provide CSC with all standard manufacturer's warranties in respect of the Goods or Services it has manufactured.

15. Access to Supplier's Premises: The Supplier agrees to give CSC, or its nominee, all assistance reasonably requested for any purpose associated with the Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, reasonable access to premises, material and personnel associated with the Goods or Services and the Contract.

16. Waiver: If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

17. Variation: No agreement or understanding varying or extending the Contract, including in particular the scope of the Goods or Services, is legally binding upon either party unless in writing and agreed by both parties.

18. Security and Safety: When accessing any CSC premises, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by CSC or of which the Supplier is, or should reasonably be, aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements. Without limiting its obligations under this clause, the Supplier must comply with CSC's Personnel Security Management Policy.

The Supplier must ensure that any material and property (including security-related devices and clearances) provided by CSC for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and returned as directed by CSC.

19. Relationship between the parties: The Supplier must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of CSC, or as otherwise able to bind or represent CSC.

The Contract does not create a relationship of employment, agency or partnership between the parties.

20. Privacy Requirement: The Supplier agrees to comply and ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and do (or refrain from doing) anything required to ensure that CSC is able to comply with its obligations under that Act.

The Supplier will immediately notify CSC if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause 20.

21. Confidential Information: Except as required by law or the rules of a securities exchange, or with the prior written consent of the other party ("**Disclosing Party**"), a party ("**Receiving Party**") must not:

- (a) disclose to any person any confidential information of the Disclosing Party; or
- (b) make any public announcement about the Contract,

provided that CSC may disclose any information (including any confidential information) in connection with the Contract to a House or Committee of the Parliament of Australia or to CSC's responsible minister.

22. Publicity: The Supplier must not, without the prior written consent of CSC, identify CSC as a client of the Supplier or refer to CSC as endorsing the Supplier, or any Goods or Services, (expressly or by implication) or otherwise refer to CSC in any advertising, marketing or promotion.

23. Record Keeping: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and Services and allow CSC or its authorised

representative to inspect those records when requested. The Supplier will provide any reasonable assistance and information required should the Australian National Audit Office or any other Government Agency wish to conduct an audit of the Supplier's accounts and records.

- 24. Intellectual Property:** The Supplier grants a licence to CSC to allow CSC full use of the Goods and Services for their usual purpose. The Supplier warrants that it owns all Intellectual Property Rights necessary to grant this licence.
- 25. Moral Rights:** To the extent permitted by laws and for the benefit of CSC, the Supplier consents, and must use its best endeavours to procure that each author of Material consents in writing, to the use by CSC of Material, even if the use may otherwise be an infringement of their Moral Rights.
- 26. Notices:** Any notice or communication under the Contract will be effective if it is in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal or email address set out in the Purchase Order.
- 27. Assignment:** The Supplier must not assign any of its rights under the Contract without the prior written consent of CSC.
- 28. Specified Personnel:** The Supplier must ensure that the Specified Personnel provide the Goods and Services and are not replaced without the prior consent of CSC.

At CSC's request, the Supplier, at no additional cost to CSC, must promptly replace any Specified Personnel that CSC reasonably considers should be replaced with personnel acceptable to CSC.

- 29. Subcontracting:** Subcontracting the whole or part of the Supplier's obligations under the Contract will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must make available to CSC the details of all subcontractors engaged to provide the Goods or Services under the Contract. The Supplier acknowledges that CSC may be required to publicly disclose such information.

The Supplier must ensure that the subcontractors specified in the Purchase Order (if any) perform that part of the Services. The Supplier must ensure that specified subcontractors (if any) are not replaced without the prior written consent of CSC, which will not be unreasonably withheld.

The Supplier must ensure that any subcontract entered into by the Supplier for the purpose of fulfilling its obligations under the Contract imposes on the subcontractor, where relevant, the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

- 30. Termination:** A party may terminate the Contract if:
- (a) the other party ("**Defaulting Party**") breaches the Contract and the breach is not capable of remedy;
 - (b) the Defaulting Party does not remedy a breach of the Contract which is capable of remedy within a reasonable period specified by the terminating party in a notice of default issued to the Defaulting Party; or
 - (c) the Defaulting Party:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, administrator or equivalent appointment under legislation other than the *Corporations Act 2001* (Cth) appointed to it; or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the Bankruptcy Act 1966.

- 31. Termination by CSC:** Without limiting its rights under clause 30, CSC may terminate the Contract or reduce the scope or quantity of the Goods or Services if the Supplier does not deliver Goods or Services to the delivery location by the relevant delivery date, or indicates to CSC that it will be unable to deliver Goods or Services to the delivery location by the relevant delivery date.

- 32. Survival:** Clauses 9, 20, 21, 22, 23, 24 and 25 survive termination or expiry of the Contract.

- 33. Dispute Resolution:** For any dispute arising under the Contract:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a notice setting out the details of the dispute;

- (c) within five business days, each Contract Manager will nominate a senior representative, not having prior direct involvement in the dispute;
- (d) the senior representatives will try to settle the dispute by direct negotiation; and
- (e) failing settlement within a further 10 business days, either CSC or the Supplier may commence legal proceedings.

CSC and the Supplier will each bear its own costs for dispute resolution.

Despite the existence of a dispute, the Supplier will (unless requested in writing by CSC not to do so) continue its performance under the Contract.

The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.

34. Compliance with Laws and Supplier Code of Conduct: The Supplier must ensure that it and all subcontractors comply with all relevant laws and [CSC's Supplier Code of Conduct](#) in connection with the Contract.

35. Applicable Law: The laws of the Australian Capital Territory apply to the Contract.

36. Entire Agreement: The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers (except to the extent they are incorporated into the Contract in writing) and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

37. Definitions: In the Contract:

"Contract Manager" means the contract manager specified in the Purchase Order.

"Contract" means the contract between CSC and Supplier comprising the Purchase Order and the GPOC.

"Contract Price" means the total contract price specified in the Purchase Order, including any GST component payable.

"CSC" means Commonwealth Superannuation Corporation.

"Defect Remedy Period" means the period specified in the Purchase Order within which the Supplier must replace, repair or modify

Goods or Services that are rejected by CSC under clause 2.

"Encumbrance" means a security interest as defined in section 12 of the *Personal Property Securities Act 2009* (Cth).

"Government Agency" means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

"Goods" means the goods and products, required to be supplied by the Supplier to CSC as specified in the Purchase Order.

"GPOC" means these General Purchase Order Conditions. A reference to a "clause" is a reference to a clause of the GPOC.

"GST" means goods and services tax imposed by the *GST Act*.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

"Material" means any material brought into existence as a part of, or for the purpose of producing the Goods or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"Modern Slavery" has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).

"Moral Rights" means the right of attribution of authorship of work, the right not to have authorship of work falsely attributed and the right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

"Purchase Order" means the purchase order for the acquisition of the Goods or Services, signed by CSC and the Supplier.

"Services" means the services required to be performed by the Supplier as specified in the Purchase Order.

"Specified Personnel" means the personnel specified in the Purchase Order to provide the Goods or Services.

"Supplier" means the supplier specified in the Purchase Order.