

1. PARTIES

In these conditions of contract "Powerlink Queensland" is a reference to Queensland Electricity Transmission Corporation Limited ACN 078 849 233 and may variously be referred to as the "Principal", the "Purchaser", the "Customer", and/or the "Client". The "Supplier" is a reference to the entity providing the Goods and/or Services and is synonymous with "Contractor" and/or "Consultant". Powerlink Queensland and the Supplier are the parties to the Agreement.

2. INTRODUCTION

Acceptance of Powerlink Queensland's Order is deemed to include acceptance of the following conditions which form the basis of the contract. No other conditions imposed by the Supplier either verbally or in writing prior to or subsequent to the placing of Powerlink Queensland's Order will apply unless and until specifically accepted in writing by an authorised officer of Powerlink Queensland.

3. FORMATION OF CONTRACT

Where Powerlink Queensland's Order has been issued in acceptance of a written quotation, tender, or offer to supply and when such quotation, tender or offer has a validity period and has not previously been revoked, provided Powerlink Queensland's Order is dated and handed to the Supplier, posted, or delivered by electronic means such as a email or fax to them at the address appearing on the quotation, tender, or offer within the validity period, a contract will be deemed to have been formed, whether or not receipt of this Order has been acknowledged by the Supplier. ("this Agreement")

4. TERM

The Goods and Services must be completed/delivered by the "Due By" date as stated in the Order.

5. TERMINATION OR SUSPENSION

5.1 Powerlink Queensland may, at any time, terminate this Agreement if the Supplier:

- fails to deliver the Goods or Services within the time specified in the Specifications;
- fails to deliver the Goods or Services in accordance with the Specifications;
- becomes insolvent or indicates it no longer wishes to be bound by this contract;
- breaches or does not comply with a material term of the contract.

If Powerlink Queensland terminates this Agreement relying on this clause, then Powerlink Queensland will not be liable for any damages, claim for costs or other penalty save for any monetary sum for which the Supplier may be entitled to for the provision of the Goods or Services prior to the date of termination.

5.2 Powerlink Queensland may, at any time, suspend or terminate this Agreement for its own convenience.

If fees or expenses for termination or suspensions for convenience have not been agreed in advance, Powerlink Queensland shall pay the Supplier the fees or expenses reasonably incurred by the Supplier in executing the Agreement to the date of suspension or termination, together with any costs and expenses reasonably incurred by the Supplier by reason of the suspension or termination. Powerlink Queensland shall give the Supplier reasonable notice to recommence work if the work was suspended.

6. PRICES

- No price increases other than those expressly allowed for in the quotation, tender, Order or offer will be accepted.
- Except where otherwise stated on Powerlink Queensland's Order, prices for the Goods will include transport to Powerlink Queensland's Warehouses but will exclude offloading.

7. SPECIFICATIONS

- The Goods or Services must be supplied in accordance with the specification, or description on Powerlink Queensland's Order, or appended hereto. No alternatives are to be supplied without the prior approval, in writing, of an authorised officer of Powerlink Queensland.
- Any performance data, measurements, specifications etc. quoted in Supplier's catalogues, brochures, descriptive literature, quotations, offers or tenders must be binding on the Supplier within the tolerances specified in such documents.
- Unless otherwise agreed, all Goods or Services supplied must be in accordance with any relevant Australian standards and Federal and State legislation and regulations in force at the date of contract.

8. PACKING

- Any packing necessary for the safe transport and storage of the Goods is deemed to be included in the quoted price unless specifically excluded in the Supplier's quotation, offer or tender.
- Supplier's quotations, offers, tenders, advice notes, and invoices must show where packing is returnable and the amount of deposit charges, if any. All returnable packing which is charged on a refundable deposit basis or otherwise must be clearly marked as such, bear a return address and will be returned freight forward at Powerlink Queensland's convenience by a transporter selected by Powerlink Queensland unless otherwise agreed.
- The Supplier must provide with each consignment sufficient delivery documents to enable Powerlink Queensland to identify the contents of each package and in addition must endorse all packages and delivery documents, with Powerlink Queensland's purchase Order number.

9. INSPECTION AND TEST

Powerlink Queensland reserves the right to inspect and test all Goods or Services supplied, to assure compliance with Specification — refer section 7. Where Goods or Services fail such inspection and tests they will be rejected and the Supplier notified of their rejection and the reasons. The Supplier is liable for the replacement, free of charge, of all such rejected Goods or Services, with Goods or Services of an acceptable standard. Any rejected Goods or Services must within 30 days from notification by letter and subject to any lien thereon which Powerlink Queensland may have, be removed by the Supplier at the Supplier's own expense from Powerlink Queensland's premises. If, on the expiry of 30 days, the rejected Goods or Services have not been removed, Powerlink Queensland may return the Goods or Services freight forward, and at the Supplier's risk, to the Supplier. All Goods or Services which have been notified to the Supplier as rejected, are held by Powerlink Queensland at the Supplier's risk.

10. DELIVERY

- The respective periods stipulated for delivery of the Goods or Services must be deemed to be of the essence of the contract, and the failure of the Supplier to supply in accordance with this stipulation must entitle Powerlink Queensland to treat such failure as breach of contract if it so desires.
- No deliveries effected outside the normal working hours of Powerlink Queensland's Warehouses will be accepted unless by prior arrangement with an authorised officer of Powerlink Queensland. It should be noted that certain warehouses are closed on alternative Mondays and it is the Supplier's responsibility to ascertain hours prior to dispatch of the Goods.
- Unless otherwise agreed offloading will normally be carried out by Powerlink Queensland's personnel and equipment, however, where packing units within a consignment are larger than the Australian Standard pallet size and/or weigh more than 1 tonne, it must be the Supplier's responsibility to make advance delivery arrangements with Powerlink Queensland.

11. POWERLINK QUEENSLAND OBLIGATIONS

Powerlink Queensland will provide the Supplier with safe access to Powerlink Queensland's premises and equipment, where applicable, to enable the Supplier to provide the Services. Powerlink Queensland must ensure that its premises are safe and are a suitable working environment.

12. WORK HEALTH AND SAFETY

The Supplier must carry out and complete its obligations under the contract in accordance with the WHS Legislative Requirements and, where appropriate, consult with Powerlink Queensland in relation to how its obligations under the contract can be undertaken in a way that prevents or minimises all risks to health, safety and the environment, while complying with all lawful directions of Powerlink Queensland.

In these conditions, WHS requirements mean all statutory and common law obligations, all directions, plans, statements, policies and procedures of Powerlink Queensland or any statutory authority relating to work health and safety.

The Supplier comply with all applicable Australian and international laws, regulations and other relevant requirements relating to the transport, packaging, storage, handling and use of the goods.

13. TERMS OF PAYMENT

Unless otherwise stated on the Order, Powerlink Queensland's standard payment terms are 30 days from the receipt of a correctly rendered tax invoice. Payment will only be made if the Supplier complies with the following when claiming payment under this clause:

- A tax invoice (quoting the purchase Order number) must be submitted when claiming payment.
- If the above is not complied with, or the amount claimed on the tax invoice requires adjustment for whatever reason (including incorrect pricing), the Supplier will be requested to submit a correct replacement invoice.
- The date for payment of invoices will be based on the time period elsewhere specified and calculated from the date of receipt of the correct invoice. Failure to provide a correct invoice in a timely manner may result in delays in payment.
- The Goods and/or Services have been supplied in accordance with the requirements of the specification.

14. SET OFF

All payments due to Powerlink Queensland from the Supplier under another agreement or any money which the Supplier is liable to pay to Powerlink Queensland, may be deducted from a payment due to the Supplier under this agreement.

15. WARRANTY

Where a defect in the Goods or Services supplied under the contract occurs by reason of faulty materials, workmanship or design and becomes apparent within 5 years after the Goods or Services have been accepted by Powerlink Queensland or within the Supplier's warranty period, whichever is the longer, the Supplier must, when called upon to do so by Powerlink Queensland, at the Supplier's own cost and with all due diligence replace at the delivery point the defective or damaged Goods or Services with Goods or Services complying with the requirements of the contract, or otherwise make good the damage or defect if convenient to Powerlink Queensland, to comply with the requirements of the contract.

16. INDEMNIFICATION

The Supplier must indemnify Powerlink Queensland in respect of all damage or injury due to the negligence of the Supplier, the Supplier's employees,

representatives or agents and *occurring* during the performance of a service or during the warranty period for Goods or Services.

17. IMPORT LICENCES

If it is necessary for the performance of the contract, for Powerlink Queensland and/or the *Supplier* to hold or obtain any import license, consent, by-law exemption, or authority then either or both parties as appropriate must be obliged to apply for same. If such license, consent, by-law exemption, or authority is refused then the contract will be treated as being discharged and neither the *Supplier* nor Powerlink Queensland will be under any liability to the other.

18. PATENTS

- The *Supplier* must pay all royalties and expenses, and be liable for all claims, in respect of the use of patent rights, trade marks or other protected rights, for or in connection with any *Goods or Services* supplied under the contract, and must indemnify Powerlink Queensland against all claims arising there from.
- Powerlink Queensland will indemnify the *Supplier* against claims arising from infringement of patent rights, trademarks or other protected rights, where such infringement results from compliance, by the *Supplier*, with Powerlink Queensland's instructions in relation to designs prepared by Powerlink Queensland.

19. PROPERTY AND RISK

The *Supplier* acknowledges that the property and risk in the *Goods* passes to Powerlink Queensland in accordance with s23 Sale of Goods Act 1896.

20. DAMAGE OR LOSS IN TRANSIT

Where *Goods* have either been lost or damaged in transit whilst at the *Supplier's* risk, the *Supplier* will with all due diligence take all necessary action either to replace the *Goods* or arrange repairs, whichever is mutually acceptable to both parties. Powerlink Queensland will sign all carriers' delivery documentation 'subject to check' and accepts responsibility for notification to the *Supplier* within 3 days of receipt, in the case of damage, or 10 days from receipt of advice, in the case of loss in transit.

21. VARIATION

Any variations required by Powerlink Queensland or the *Supplier* will be mutually agreed and will be the subject of an *Order* amendment raised by an authorised officer of Powerlink Queensland.

22. FORCE MAJEURE

- The *Supplier* will not be held liable for breach of contract or any losses, damage or injury incurred by Powerlink Queensland wherever performance of the contract is prevented by circumstances including but not limited to the following which are deemed to be outside the *Supplier's* control:
Perils of the sea, strikes, lockouts, Act of God, war or warlike measures whether threatened, declared or anticipated, or the outbreak of hostilities between nations or countries, trade sanctions or Government directives, explosions, embargoes, fire, flood, drought, riot, sabotage or accident.
- Similarly Powerlink Queensland will not accept liability for any losses damage or injury incurred by the *Supplier* as a result of Powerlink Queensland's inability to accept or pay for *Goods or Services* for the same reasons.
- In the event that either party is unable wholly or in part to perform its obligations under the contract as a result of the occurrence of force majeure circumstances, such party must immediately give notice to the other of the details of such occurrence, and thereupon both parties must make arrangements and adjustments to the contract as necessary. Unless otherwise agreed in writing, upon cessation of the event affecting performance of the contract both parties must as far as practicable complete performance of their respective obligations under the contract.

23. CANCELLATION

Where cancellation of the *Goods or Services* is necessary by Powerlink Queensland in a particular instance, cancellation will be notified in writing. No cancellation charges will be accepted by Powerlink Queensland other than those which have been advised in advance in writing to Powerlink Queensland and which represent a genuine cost incurred by the *Supplier* through the cancellation of Powerlink Queensland's *Order*.

24. ASSIGNMENT

Neither party hereto may assign the whole or any part of the benefits or obligations of that party under this *Agreement* without the consent of the other.

25. LEGAL CONSTRUCTION

The contract will in all respects be construed and operate as an Australian Contract and must be governed by the laws of the State of Queensland.

26. DATES

Where a date appears pursuant to an *Order* under this *Agreement* it will be numerically depicted as follows: DD/MM/YYYY. Unless otherwise stated in this *Agreement*, the date thereby expressed on the *Order* will be the date this *Agreement* is made.

27. CONFIDENTIAL INFORMATION

The *Supplier* must not disclose any information in connection with the *Goods or Services* or this *Agreement* to a third party unless authorized in writing by Powerlink Queensland.

28. MEDIA

The *Supplier* shall not disclose any information concerning the *Goods or Services* under this *Agreement*, through any communications media unless authorised in writing by Powerlink Queensland.

Powerlink Queensland shall not disclose the name of the *Supplier* in connection with the *Goods or Services* under this *Agreement* through any communications media without the *Supplier's* prior written approval.

29. INTELLECTUAL PROPERTY RIGHTS

On payment by Powerlink Queensland of all fees due under this Contract for the *Services* the Intellectual Property Rights in or relating to the *Services* must vest in Powerlink Queensland and the *Supplier* consents to any modification, editing, reproduction or alteration of the *Services* by Powerlink Queensland.

30. INSURANCE

The *Supplier* must insure (where necessary) against the following risks and must, if demanded by Powerlink Queensland, provided written evidence of a current policy of insurance for:

- Public liability;
- Professional indemnity;
- Workers compensation insurance

31. DISPUTE RESOLUTION

If a dispute arises between Powerlink Queensland and the *Supplier* about the terms and conditions of this a contract, neither party will institute legal proceedings until it takes the following steps:

- Notifies the other party that a term or condition is in dispute setting the nature of the dispute and the facts surrounding and leading up to the dispute;
- Meets with the other party within 28 days of notifying it that a dispute exists, to attempt to reach some mutually agreeable outcome in relation to the dispute;
- If agreed by both parties, appoint a suitably qualified person to assist the parties to reach a mutually agreeable outcome in relation to the dispute.

32. GENERAL

- In the interpretation of this *Agreement*, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it.
- The *Supplier* must not assign, in whole or in part, or novate the *Customer's* rights and obligations under this *Agreement* without the prior written consent of Powerlink Queensland.
- Each provision of this *Agreement* will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- This *Agreement* represents the parties' entire *Agreement*, and supersedes all prior representations, communications, *Agreement*s, statements and understandings, whether oral or in writing, relating to its subject matter.
- Clauses 14, 17, 26 and 27 survive the termination or expiration of the *Agreement*.
- The *Supplier* must comply with Powerlink's *Supplier Code of Conduct*.

33. GOODS AND SERVICES TAX

If a *Goods and Services* tax or any similar tax ("GST") is imposed on any supply made under this contract, the *Supplier* may, in addition to any amount or consideration expressed as payable elsewhere in this contract, subject to issuing a valid tax invoice, recover from Powerlink Queensland an additional amount on account of GST, such amount to be calculated by multiplying the amount or consideration payable by Powerlink Queensland for the supply by the prevailing GST rate. This clause must apply on the condition that such an amount has not already been included in the original amount or consideration.

If, after a GST is imposed it is determined on reasonable grounds that the amount of GST paid or payable on any supply made under this contract differs for any reason from the amount of GST recovered from Powerlink Queensland including by reason of:

- an alteration in the GST law;
- the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
- the allowance to the *Supplier* of a refund of GST in respect of any supply made under this contract; or
- a decision of the Administrative Appeals Tribunal (or its equivalent) or a court, the amount of GST recoverable from Powerlink Queensland must be adjusted accordingly.

34. POWERLINK PROPERTY LOANED TO THE CONTRACTOR

- From time-to-time Powerlink may loan Powerlink property to the Contractor to use in undertaking the *Services*, and which must be returned to the relevant Powerlink representative by the earlier of the date the *Services* are completed or the date the Contractor no longer requires the use of the Powerlink property to undertake the *Services*, unless otherwise agreed.
- If the Powerlink property is not returned within 7 days of the date stipulated in 34(a), the reasonable costs incurred by Powerlink to replace the Powerlink property will be a debt immediately due and payable by the Contractor to Powerlink. Costs due and payable under this clause may be deducted from any invoices submitted by the Contractor for goods or services rendered.

35. DEFINED KEY TERMS

Goods - means the *Goods* provided under this *Agreement*;
Order - means the *Order* placed by Powerlink Queensland for the *Goods* and/or *Services* the subject of this *Agreement*.
Services - means the *Services* provided under this *Agreement*.