

STANDARD CONDITIONS OF ORDER FOR GOODS AND SERVICES

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quotation, tender, or offer and when such quotation, tender or offer has a validity period and has not previously been revoked, provided Powerlink Queensland's Order is dated and handed to the Supplier, posted, or delivered by electronic means such as email or fax to them at the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

4. TERM

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

5. TERMINATION AND SUSPENSION

5.1. TERMINATION

- a. Powerlink Queensland may, acting reasonably, terminate this Agreement immediately by notice in writing to the Supplier if the Supplier:
 - (i) fails to deliver the Goods or Services within the time specified in the Order or otherwise attached to this Agreement (Specification); or
 - (ii) fails to deliver the Goods or Services in accordance with the Specification;
- b. Either party may terminate this Agreement immediately by notice in writing to the other:
 - (i) in the event of a material breach of this Agreement by that other party; or
 - (ii) if that other party becomes, threatens to become or is in jeopardy of becoming, insolvent.
- c. If fees or expenses for termination events have not been agreed in advance, Powerlink Queensland shall pay the Supplier the fees or expenses reasonably incurred by the Supplier by reason of the termination, up to the date of termination in genuine anticipation of supplying the Goods or Services, capped at the total amount of the Charges; invoiced to Powerlink Queensland by the Supplier, acting reasonably as due and payable but unpaid.
- d. The cap referred to in clauses 5.1(c) and 5.2 is an aggregate cap on Powerlink Queensland's total liability under clauses 5.1(c) and 5.2. For avoidance of doubt, this means that Powerlink Queensland's total obligation to pay the Supplier fees or expenses pursuant to either or both of those clauses will not exceed the amount of the Charges.
- e. Upon termination or expiry of this Agreement, the Supplier must provide all reasonable assistance necessary to enable the transfer of the Powerlink Queensland's property and all related data, documentation and records to Powerlink Queensland or a third party nominated by the Powerlink Queensland. Where the termination is as a result of Powerlink Queensland exercising its rights under clauses 5.1(a) or 5.2(b) the Supplier will comply with this clause 5.1(e) at no cost to Powerlink Queensland.

5.2. SUSPENSION

- a. Powerlink Queensland may, at any time, suspend this Agreement regardless of whether the suspension is for its own convenience or for cause.
- b. In respect of a suspension for Powerlink Queensland's convenience, if fees or expenses for suspensions for Powerlink Queensland's convenience have not been agreed in advance, Powerlink Queensland must pay the Supplier the fees or expenses reasonably incurred by the Supplier in executing the Agreement to the date of suspension, together with any costs and expenses reasonably incurred by the Supplier by reason of the suspension, capped at the total amount of the Charges.
- c. The Supplier must bear the cost of suspension if Powerlink Queensland directs a suspension under this Agreement and Powerlink Queensland is of the opinion that the suspension is necessary due to:
 - (i) an act, default or omission of the Supplier or its Personnel;
 - (ii) a material failure of the Supplier or its Personnel to comply with the requirements of clause 12;
 - (iii) for the protection or safety of any person or property if the Supplier or its Personnel made that protection necessary; and
 - (iv) to comply with a court order if the Supplier or its Personnel made that court order necessary.
- d. Powerlink Queensland must give the Supplier reasonable notice to recommence work if the work was suspended.

6. PRICES

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

7. SPECIFICATIONS

- a. The Goods or Services must be supplied in accordance with the Specification, or description on Powerlink Queensland's Order. No alternatives are to be supplied without the prior approval, in writing, of an authorised officer of Powerlink Queensland.
- b. Any performance data, measurements, specifications or other information quoted in the Supplier's catalogues, brochures, descriptive literature, quotations, offers or tenders must be binding on the Supplier within the tolerances specified in such documents.
- c. 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 this Agreement.

8. PACKING

- a. 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.
- b. 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, acting reasonably, by a transporter selected by Powerlink Queensland unless otherwise agreed.
- c. 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 Order number.

9. INSPECTION AND TEST

- a. Powerlink Queensland reserves the right to inspect and test all Goods or Services supplied, to assure compliance with the Specification.
- b. Where Goods or Services fail such inspection or test they will be rejected and the Supplier notified of their rejection with reasons.
- c. The Supplier may dispute the failure of the inspection or test, or the reasons given by Powerlink Queensland for the rejection, in accordance with the dispute resolution procedure in clause 30. Where the Supplier issues a notice under clause 30(a) within 10 business days of receipt of the notification of rejection under this clause 9, the Supplier's obligations under clauses 9d and 9e are suspended pending resolution of the dispute.
- d. 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 which Powerlink Queensland may have, be removed by the Supplier at the Supplier's own expense from Powerlink Queensland's premises.
- e. 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

- a. Time is of the essence in respect of the periods stipulated for delivery of the Goods or Services. If the Supplier fails to supply the Goods or Services in accordance with this stipulation, Powerlink Queensland is entitled to treat such failure as breach of this Agreement if it so desires.
- b. The Supplier must deliver the Goods or Services during Powerlink Queensland's normal business hours at the location specified in the Order.
- c. 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.
- d. 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 AND ENVIRONMENT

The Supplier must carry out and complete its obligations under the Agreement in accordance with the WHS Legislative Requirements and, where appropriate, consult with Powerlink Queensland in relation to how its obligations under this Agreement 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.

The Supplier must 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. A tax invoice (quoting the Order number) must be submitted when claiming

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- payment.
- b. 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.
- c. 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.
- d. The *Goods* and/or *Services* have been supplied in accordance with the requirements of the Specification.
- 14. SET OFF**
Any money owing from one party (Debtor) to the other party (Creditor) under this Agreement may be set off by the Debtor against any amount owing to it by the Creditor whether under this Agreement or at law.
- 15. WARRANTY**
Where a defect in the *Goods* or *Services* supplied under the Agreement occurs by reason of faulty materials, workmanship or design and becomes apparent within the *Supplier's* warranty period, 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 Agreement, or otherwise make good the damage or defect if convenient to Powerlink Queensland, to comply with the requirements of the Agreement.
- 16. INDEMNIFICATION**
Each party (Indemnifying Party) agrees to indemnify the other party (Indemnified Party), its *Personnel* from and against all claims and *Losses* (including legal costs on a full indemnity basis) in respect of:
(i) the death, bodily injury, disease or illness (including mental illness) of any person;
(ii) the Loss of or damage to the Indemnified Party's property or to the property of a third party;
(iii) any breach of a legislative requirement; or
(iv) any infringement or alleged infringement of any intellectual property right, arising out of or in relation to the performance of the Agreement by the Indemnifying Party except to the extent that such claim or *Loss* arises out of any act or omission of the Indemnified Party or *Personnel* of the Indemnified Party (other than the Indemnifying Party or the Indemnifying Party's *Personnel*). The Indemnified Party agrees to hold the indemnity contained in this clause 16 upon trust for its *Personnel*.
- 17. IMPORT LICENCES**
If it is necessary for the performance of the Agreement 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 Agreement will be treated as being discharged and neither the *Supplier* nor Powerlink Queensland will be under any liability to the other.
- 18. PATENTS**
a. The *Supplier* must pay all royalties and expenses, and be liable for all *Loss*, 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 Agreement and must indemnify Powerlink Queensland against all *Loss* arising there from.
b. Powerlink Queensland must indemnify the *Supplier* against *Loss* 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**
Ownership of the *Goods* passes to Powerlink Queensland upon the earlier of payment or delivery. The passing of ownership or their delivery to Powerlink Queensland does not constitute acceptance of the *Goods*. The *Goods* are at the *Supplier's* risk until they are accepted by Powerlink Queensland, except in the event that *Loss* or damage to the *Goods* occurs as a direct result of any action or inaction by Powerlink Queensland or its employees or contractors. Unless otherwise stated in this Agreement, Powerlink Queensland may only accept *Goods* by giving the *Supplier* written notice to that effect. Powerlink Queensland will not unreasonably delay written notice of acceptance of the *Goods*.
- 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 EVENT**
a. The *Supplier* will not be held liable for breach of contract or any *Loss*, damage or injury incurred by Powerlink Queensland wherever performance of the Agreement is prevented by circumstances including but not limited to the following which are deemed to be outside the *Supplier's* control:
b. 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 (*Force Majeure Event*).
c. In the event that either party is unable wholly or in part to perform its obligations under the Agreement as a result of the occurrence of a Force Majeure Event, 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 Agreement as necessary. Unless otherwise agreed in writing, upon cessation of the Force Majeure Event affecting performance of the Agreement both parties must as far as practicable complete performance of their respective obligations under the Agreement.
- 23. CANCELLATION**
Where cancellation of the *Goods* or *Services* is necessary by Powerlink Queensland, acting reasonably, cancellation will be notified in writing. If fees or expenses associated with the cancellation have not been agreed in advance, Powerlink Queensland shall pay the *Supplier* the fees or expenses reasonably incurred by the *Supplier* by reason of the cancellation, up to the date of cancellation in genuine anticipation of supplying the *Goods* or *Services*, capped at the total amount of the *Charges*; invoiced to Powerlink Queensland by the *Supplier*, acting reasonably as due and payable but unpaid. For avoidance of doubt, Powerlink Queensland's total obligation to pay the *Supplier* fees or expenses will not exceed the amount of the *Charges*.
- 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 Agreement will in all respects 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**
Each party and its *Personnel* must not disclose the other party's information it acquires which is marked as, or is by its nature, confidential to the first party, except to the extent required by law or with the first party's written consent. The parties agree to keep confidential the existence and terms of this Agreement.
- 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 Agreement 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.

The *Supplier* represents, warrants and agrees that its performance of this Agreement and the supply of the *Goods* or *Services* will not infringe the intellectual property rights and moral rights of any person.

All intellectual property rights in any material produced by a party under this Agreement will vest in Powerlink Queensland immediately upon creation. The *Supplier* immediately assigns or transfers all intellectual property rights and ownership of such material to Powerlink Queensland.
- 30. INSURANCE**
The *Supplier* will, prior to commencing *Services* under the Agreement, take out and hold for the duration of the *Services*, current insurance policies covering public and products liability and worker's compensation. Additionally, the *Supplier* must appropriately insure against all other relevant risks and must, if requested by Powerlink Queensland, provide all current Certificates of Currency, including but not limited to:
a. Public Liability;
b. Professional Indemnity;
c. Motor Vehicle Liability;
d. Workers Compensation;
e. Cyber insurance.
- 31. DISPUTE RESOLUTION**
If a dispute arises between Powerlink Queensland and the *Supplier* about the terms and conditions of this Agreement, neither party will institute legal proceedings until it takes the following steps:
a. 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;
b. 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;
c. 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

- a. 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.
- b. Both parties must not assign, in whole or in part, or novate the either parties rights and obligations under this Agreement without the prior written consent of the other party.
- c. 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.
- d. This Agreement represents the parties' entire Agreement, and supersedes all prior representations, communications, Agreements, statements and understandings, whether oral or in writing, relating to its subject matter.
- e. Clauses 5.1(e), 14, 16, 17, 27 and this clause 32(e) survive the termination or expiration of the Agreement.
- f. The *Supplier* must comply with Powerlink Queensland's *Supplier Code of Conduct*, a copy of which can be requested from Powerlink Queensland.

33. GOODS AND SERVICES TAX

If a *Goods and Services tax* or any similar tax ("GST") is imposed on any supply made under this Agreement, the *Supplier* may, in addition to any amount or consideration expressed as payable elsewhere in this Agreement, 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 Agreement differs for any reason from the amount of GST recovered from Powerlink Queensland including by reason of:

- a. an alteration in the GST law;
- b. the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
- c. the allowance to the *Supplier* of a refund of GST in respect of any supply made under this Agreement; or
- d. 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 SUPPLIER

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

35. AER RING-FENCING REQUIREMENTS

If the *Supplier* is providing *Services* that will enable or assist Powerlink Queensland to provide Prescribed Transmission *Services* (as defined under the National Electricity Rules), the *Supplier* or its *Personnel* must:

- a. in performing those *Services*, comply with clauses 4.1, 4.2.1 and 4.3 of the AER Ring-fencing Guideline as if the *Supplier* was Powerlink Queensland for the purposes of the AER Ring-Fencing Guideline; and
- b. not engage in any conduct that, if engaged in by Powerlink Queensland, would be contrary to Powerlink Queensland's obligations under clause 4 of the AER Ring-fencing Guideline; and
- c. promptly (within five business days) notify Powerlink Queensland in writing of any:
 - (i) complaint the *Supplier* receives in relation to any matter relevant to the AER Ring-fencing Guideline; or
 - (ii) suspected, potential or actual breach of the *Supplier's* obligations under this clause 35; and
 - (iii) provide Powerlink Queensland with any information Powerlink Queensland reasonably requires in relation to compliance with the AER Ring-fencing Guideline, including information necessary to allow Powerlink Queensland to respond to any request or directive it receives from the Australian Energy Regulator.
- d. Notwithstanding any of the above, the *Supplier* must fully cooperate with Powerlink Queensland, and promptly comply with all reasonable directions given by Powerlink Queensland, in performing its obligations under this Agreement in a manner that is consistent with the AER Ring-fencing Guideline, including providing all information and data required by Powerlink Queensland to comply with its reporting obligations under the Ring-fencing Guideline.

In these conditions AER Ring-fencing Guideline means the 'AER Ring-fencing Guideline - Electricity Transmission', made by the Australian Energy Regulator in accordance with clause 6A.21.2 of the National Electricity Rules dated March 2023 as amended from time to time.

36. DEFINED KEY TERMS

Charges – means the total amount the *Supplier* is entitled to charge for the *Goods*

and/or *Services* supplied under this Agreement, as specified in the quotation, tender, *Order* or offer.

Goods – means the *Goods* provided under this Agreement.

Loss – means damage, loss, cost, claim, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Order – means the *Order* placed by Powerlink Queensland for the *Goods* and/or *Services* the subject of this Agreement.

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

Services – means the *Services* provided under this Agreement.

WHS Legislative Requirements – means any law regulating or otherwise relating to health and safety (including, without limitation, all work health and safety, electrical safety, public health, dangerous *Goods*, fire building, aviation, marine, road, rail, heavy vehicle, radiation and food safety legislation) and, associated regulations, together with any directions or notices issued by any authority, or any code of practice or compliance code or Australian or International Standard appropriate or relevant to the *Goods* and/or *Services*.