

## Purchase Order Terms & Conditions

1. **(Engagement)** In consideration of payment of the fees or price by EY, the Supplier must provide the goods and/or services set out in the Purchase Order (which includes these Terms & Conditions).
2. **(Suppliers Term's)** To the extent that the supplier's terms and conditions are supplied with the goods and/or services or any associated documents, those terms and conditions will have no legal effect and will not constitute part of this Purchase Order (even if any representative of EY signs those terms).
3. **(Performance of services)** The Supplier agrees to perform the services: (a) in accordance with these there Terms and Conditions, any reasonable directions from EY and to EY's reasonable satisfaction; (b) in a competent, safe and professional manner and to ensure that all staff employed by the Supplier to perform the services are appropriately qualified, skilled and supervised; (c) without delay; (d) so they are fit for the purpose; and (e) to comply with relevant industry standards, best practice and guidelines and all applicable laws.
4. **(Provision of Goods)** In supplying the goods the Supplier must deliver the goods to the address specified for delivery at the agreed time and date. The Supplier must ensure that the goods are suitably packed to avoid damage in transit or in storage. Any packages must be marked with sufficient detail to identify the contents and quality of goods supplied (including number of packages in the consignment) and must have EY's name clearly stated thereon.
5. **(Title)** Title and risk in the goods will pass to EY on delivery of the goods to the specified address and when accepted by EY.
6. **(Quality)** The goods must match the description referred to in the Purchase Order. If the Supplier has given EY a sample or demonstration of the goods then the goods must be of the same nature and quality as given. The goods must be fit for the purpose which goods of the same kind are commonly supplied or bought and for any other purpose EY specifies as detailed in this agreement. The goods must be of merchantable quality, free from defects in design, materials, workmanship and installation and must be new and not used by any person (including refurbished). If EY (acting reasonably) rejects any goods, the Supplier must promptly provide a refund to EY of an amount which is to be agreed between EY and the Supplier acting reasonably.
7. **(Warranty)** If, during any applicable warranty period, any of the goods or services are found to be defective then EY may (a) return the defective goods to the Supplier; (b) reject the defective service; (c) repair or make good the defective goods; or (d) re-perform or make good the defective services. The Supplier must (a) repair or replace the defective goods; (b) re-perform or make good for the defective services; or (c) reimburse EY for any direct expense incurred in repairing, re-performing or making good (as the case may be) any defective good or service at the Supplier's cost if requested to do so by EY.
8. **(Variations)** The parties may, acting reasonably, agree in writing to vary any of the terms of the Purchase Order or these Terms & Conditions.
9. **(Access to EY premises)** Where the Supplier requires access to EY's premises, access will be available at such reasonable times as agreed by the parties. When accessing EY's premises, the Supplier agreed to comply with any of EY's policies including those in relation to occupational health and safety and code of conduct.
10. **(Equipment etc.)** The Supplier must and ensure the Supplier's staff, only use or access EY's premises, facilities, equipment or office supplies for the purpose of performing the services or providing the goods and not remove or damage them. For the avoidance of doubt, unless agreed otherwise with EY, the Supplier must supply all equipment necessary to provide the services or timely delivery and installation of the goods.
11. **(Delays)** The Supplier must give prompt notice to EY of any matter or circumstance which may adversely affect or has adversely affected the carrying out of the services or timely delivery of the goods.
12. **(Fees and Taxes)** EY will pay the Supplier the prices (for goods) or fees (for services) set out in the Purchase Order by EFT within 30 days of receipt of a valid tax invoice. The prices for the goods include all charges for parking, insurance and delivery of the goods. The price or fees are exclusive of GST. GST will be payable at the same time as any payments under the Purchase Order are payable or otherwise within 30 days of receipt of appropriate invoice. The Supplier will be solely responsible for and bear the payment of all taxes and duties in respect of the goods and/or services. EY may, acting reasonably, withhold any payment if it forms the view that any goods or services have not been delivered/ performed or are, or may be, unsatisfactory.
13. **(Price)** the price stated on the face of the Purchaser Order exclude GST and covers everything required to complete the Purchase Order (including all other taxes, duties and levies). If no price is stated, the price shall be the Supplier's published price.
14. **(Intellectual Property)** The Supplier warrants the use or sale of any goods in accordance with any Purchase Order will not infringe the intellectual property of any person and indemnifies EY for any costs, damages or other liabilities that EY may incur for infringement of the intellectual property of any person as a result of the use of any goods supplied by the Supplier. Nothing in these Terms and Conditions alters the Supplier's ownership of any intellectual property it owned prior to these Terms and Conditions, EY will own all material delivered and intellectual property created by the Supplier in performing its obligations under these Terms and Conditions.
15. **(Confidential Information)** EY may provide to the Supplier confidential information in relation to EY and the Supplier must ensure that any confidential information it receives is used only in the course of the services and/or goods and must not, without the prior written consent of EY disclose any confidential information to the third party except as required by law.
16. **(Indemnity)** The Supplier is liable for and shall indemnify EY against all claims, proceedings, expenses, costs (including legal costs on a solicitor and own client basis), damages, losses and other liabilities of any kind arising from any negligent or wilful acts or omissions of the Supplier or breach of these Terms and Conditions or any injury or death of any person or loss or damage of any property arising from the performance of the services or provision of the goods, except to the extent caused or contributed to by the wilful and/or fraudulent acts or omissions of EY.
17. **(Insurance)** The Supplier must have in place appropriate public liability and professional indemnity insurance (where appropriate, an in any event if requested by EY) and, upon request, provide EY with a copy of any certificates of currency.
18. **(Termination)** EY may cancel the Purchase Order without notice if the Supplier becomes bankrupt, insolvent, goes into receivership or liquidation or passes a resolution for winding up or assignment its assets or any substantial part of them for the benefit of its creditors. Either party may terminate these Terms & Conditions for convenience at any time on fourteen (14) day's written notice to the other party. EY will only be liable for payment for goods delivered or parts of the services which are acceptable to EY (acting reasonably) and which were delivered or performed before the effective date of termination.
19. **(No liability)** Neither party is not liable for any consequential loss or loss of profits, or loss or revenue suffered by the Supplier as a result of a party's decision to terminate these Terms & Conditions.
20. **(Assignment or subcontracting)** Neither party may assign or otherwise deal with its rights or obligations under these Terms & Conditions or subcontract any of its rights or obligations under

these Terms & Conditions without the other party's prior written consent.

- 21. (Relationship)** Nothing in these Terms & Conditions constitutes a relationship or partnership or of employer and employee between the parties and the parties expressly deny any such relationship.
- 22. (Entire Agreement)** These Terms & Conditions constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understanding between parties.
- 23. (Governing law)** These Terms & Conditions are governed by the laws of New South Wales and each party irrevocable and unconditionally submits to the exclusive jurisdiction of the courts of that jurisdiction.