DATA#3 PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions apply to all purchases by Data#3 except where the parties have entered into a separate written agreement specifying the terms and conditions which are to apply to the provision of Goods or Services. Any special conditions contained in this Purchase Order shall also apply and shall take precedence over these terms and conditions.

SUPPLY The Supplier must supply the Goods and/or Services in accordance with the Contract by the date for Delivery, with the benefit of the manufacturer's warranty statement.

The Supplier must ship the Goods to the site(s) specified in the Purchase Order in accordance with Data#3's packaging, shipping and delivery procedures notified to the Supplier, or as specified in the Purchase Order or if none are notified or specified, in a manner that ensures safe delivery.

PAYMENT The Supplier will (only) after actual delivery to Data#3, issue an itemised valid Tax Invoice for the Price of the Goods and/or the Services, which, without limitation, shall specify the Incidental Costs. Data#3 will not accept any liability or increased cost whatsoever in relation to currency fluctuations from time to time.

Data#3 will (except to the extent that a valid Tax Invoice is in dispute) pay the Supplier's Tax Invoice 30 days from the end of month of its date.

If Data#3 is obliged to make any deduction or withholding on account of Tax in connection with the Purchase Order, it will withhold the relevant amount from the gross amount due to the Supplier and will promptly pay that amount to the relevant authority. Data#3 will have no obligation to pay any additional amount to the Supplier in relation to the withheld amount.

TITLE AND RISK IN GOODS Title and risk in Goods and deliverables relevant to the Services pass to Data#3 on actual delivery to Data#3.

DOCUMENTATION On Delivery of Goods or Services, the Supplier must supply Data#3 with:

- all user documentation containing sufficient information in a form usable by Data#3 to enable it to operate, make full use of and maintain Goods; and
- any other documentation specified in Data#3's Purchase Order or usually supplied with the Goods or Services.

Data#3 may make an unlimited number of copies of the Documentation for use in its business operations.

DELAY AND LIABILITY FOR DELAY The Supplier acknowledges that time is of the essence in effecting Delivery of Goods or Services.

If Delivery of Goods or Services is delayed for more than seven (7) days, Data#3 may, with immediate effect by notifying the Supplier:

- terminate the Contract; and
- reject any Goods that have already been delivered to Data#3.

TERMINATION Data#3 may terminate a Contract with immediate effect if the Supplier becomes unable to pay its debts when they become due or by providing 14 days written notice to the Supplier.

ACCEPTANCE TESTING Data#3 may notify the Supplier at any time within 30 days after actual Delivery that:

- Data#3 rejects the Goods or Services on grounds that they do not comply with the Specifications or the description in the Contract; or
- Data#3 accepts the Goods or Services.

REJECTION OF GOODS OR SERVICES If Data#3 rejects Goods or Services in accordance with the Contract or terminates the Contract, the Supplier must either:

- replace any Goods rejected by Data#3 or re-perform any Services, at the Supplier's cost, by the applicable due dates; or
- in the case of Goods, immediately credit or refund to Data#3 the total of all amounts paid by Data#3 for the affected goods, and accept return of any of those Goods that have already been delivered to Data#3; and
- in the case of Services, immediately refund to Data#3 that part of the Price prepaid (if any) for affected Services,

as notified by Data#3 in its sole discretion. The Supplier's returns policy will not override this Contract.

WARRANTIES The Supplier warrants that:

- all Goods will meet the functional and performance criteria set out in and otherwise conform with the Specifications; be free from defects in design, materials, workmanship and installation; be of good and merchantable quality and fit for use; and when supplied to Data#3, be new and not used by any person (unless agreed in writing by Data#3);
- all Documentation will be in English, complete and accurate, and suitable and sufficient for use by Data#3 and its personnel to operate, to make full use of and to maintain the Goods or Services as the case may be;
- any of its sales or marketing collateral in respect of the Goods or Services is accurate and complete;
- the Goods or Services do not infringe the intellectual property rights of any third party;
- all Services will be supplied in a good, workmanlike and timely manner; be carried out by competent and trained personnel to the highest industry standards; and in accordance with any applicable service schedule or statement of work;
- in providing the Services, it will not be in breach of any obligation owed to any person and that it holds all licences and approvals necessary for or incidental to providing the Services; and
- it will comply with all laws, ordinances, rules, regulations, codes and the requirements and direction of any relevant Commonwealth, State and Local Government departments or bodies in force from time to time.

If at any time during the Warranty Period the Supplier becomes aware or Data#3 notifies the Supplier of any failure of those Goods or Services to comply with any of the warranties given above, the Supplier, at its cost, will promptly correct that failure. This clause applies notwithstanding anything to the contrary in any documentation accompanying, or provided by the Supplier in connection with, the Goods or Services.

RIGHT TO ON-SUPPLY Data#3 may on-supply any Goods to any customer of Data#3 (On-Supplied Goods) other than those that are specifically agreed by Data#3 and the Supplier as being only for Data#3's internal use. All of the warranties set out above will apply to the On-Supplied Goods.

Nothing in this Contract limits or excludes the Supplier's obligations or Data#3's rights and remedies under the Competition and Consumer Act 2010 (Cth).

The Supplier indemnifies Data#3 against any damages suffered or incurred by Data#3 as a result of:

- liability for manufacturing defects on on-supplied goods; or
- liability of Data#3 which arises as a result of any customer claim in relation to any defective On-Supplied Goods.

INSURANCE The Supplier must effect and maintain statutory workers compensation insurance, public, products and professional liability insurance to cover any and all costs and expenses of whatsoever kind or nature which Data#3 may suffer or incur as a result of or in connection with any claim, demand, action or proceeding brought by any party including any officer, employee or sub contractor of the Supplier.

INDEMNITIES To the extent permitted by law, the Supplier indemnifies Data#3 and their Personnel ("those indemnified") against all Damages suffered or incurred by any of those indemnified (including those suffered or incurred as a result of a claim by a third party against any of those indemnified) in connection with:

- any breach of the terms of this Contract by the Supplier;
- any injury to or death caused, or contributed to, by a negligent act or omission of the Supplier or its personnel, subcontractors or agents;
- any damage to any property caused by, or contributed to by, an act or omission (including negligent acts and omissions) of the Supplier or its personnel, subcontractors or agents; or
- any wilful, unlawful or negligent act or omission of the Supplier or its personnel, subcontractors or agents.

LIMITATION OF LIABILITY To the extent permitted by law, Data#3:

- excludes all liability to the Supplier for any consequential or indirect losses arising from a breach of a contract, tort or under statute; and
- limits its total liability to the Supplier for all other loss or damage to 1.5 times the Price paid or payable under the Contract.

INTELLECTUAL PROPERTY RIGHTS Data#3 will own all material created by the Supplier in performing the Services. To facilitate this the Supplier:

- assigns to Data#3 all future intellectual property rights in all such material (whether that material is created alone or jointly with Data#3); and
- acknowledges that no additional documentation is necessary to complete the assignment and by virtue of this clause all such future intellectual property rights will vest in Data#3.

To the extent that Goods or Services contain existing intellectual property rights, the Supplier hereby grants to Data#3 an irrevocable, perpetual licence to copy, use and modify same.

CONFIDENTIAL INFORMATION The Supplier will take all reasonable precautions to ensure that all Confidential Information is treated as confidential and not disclosed to any person(s) or used other than for the purposes of the Contract and will return all Confidential Information immediately upon request by Data#3.

Modern Slavery Data#3 works to comply with the requirements of the Modern Slavery Act 2019 (Cth) and has a zero-tolerance approach to any form of modern slavery practices which could include servitude, forced and compulsory labor, human trafficking and any related exploitation ("Modern Slavery") and expects the same of its contractors and supply chain. The Supplier warrants that:

- it has a zero-tolerance approach to Modern Slavery within its operations and supply chain;
- it investigates the risk of Modern Slavery within its operations, and those of its supply chain;
- it assesses and addresses risks regarding Modern Slavery, including implementing appropriate due diligence and remediation programs;
- it will notify Data#3 as soon as possible of any confirmed instances of Modern Slavery and the actions undertaken by the Supplier to remedy the issue;
- it has all the necessary processes, procedures, investigations and compliance systems in place to undertake the actions in this clause.

Upon request:

- the Supplier will provide evidence to the satisfaction of Data#3 which validates the Supplier's compliance with this clause; and
- the Supplier will permit Data#3 or its nominated representative/s to undertake verification activities to validate the Supplier's compliance with this clause, including access to the Supplier's premises and records as required.

The Supplier will include a clause similar to this clause in all contracts it enters into with its suppliers.

In the event that the Supplier does not remedy, or provide an acceptable cure plan to remedy, any identified instances of Modern Slavery within the time frame specified by Data#3, Data#3 reserves the right to terminate this Agreement immediately.

GENERAL TERMS *Continuing Obligations:* Warranties, Insurance and Intellectual Property Rights continue after termination or completion of the Contract.

Severability: The whole or any part of any clause of the Contract that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions of the Contract. *Waiver:* The failure of a party at any time to insist on performance of any obligation under the Contract by another party is not a waiver of its right (i) to insist on performance of that obligation or to claim damages unless that party acknowledges in writing that the failure is a waiver; and (ii) at any other time to insist on performance of that or any other obligation under the Contract. *Governing Law and Jurisdiction:* The Contract is governed by the laws applicable in Queensland and each party submits to the jurisdiction of the courts of that State. *Entire Agreement:* Except as set out in the preamble, this Contract constitutes the entire agreement between the parties and, in relation to its subject matter, supersedes all previous agreements, arrangements and representations between the parties. No confirmation, shipment or delivery docket, invoice or other such document issued by or on behalf of the Supplier in relation to the Goods or Services will vary this Contract.

DEFINITIONS '**Contract**' means the contract between the Supplier and Data#3 consisting of this Purchase Order, the Specifications and these terms and conditions.

'**Confidential Information**' means all information of Data#3 (regardless of the form of disclosure or the medium used to store it) which the Supplier first becomes aware of through disclosure by Data#3, or otherwise through the Supplier's involvement with Data#3, and which Data#3 treats as confidential, or based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential.

'**Damages**' means any and all loss, damages, penalties, costs and expenses including legal fees and disbursements and costs of investigation, litigation, settlement, judgment and interest (regardless of whether they arise in contract, tort (including negligence) or under any statute) including workers' compensation benefits payable under a statutory workers' compensation scheme, together with increased workers' compensation premiums (to the extent of the increase);

'**Data#3**' means Data#3 Limited or any of its Related Body Corporates, as specified on the Purchase Order.

'**Delivery**' in the case of Goods, means delivery to the site(s) specified in the Purchase Order by the date specified therein or otherwise within 30 days of the date of the Purchase Order; in the case of Services means the latest date specified in the Purchase Order as the delivery or completion date, or in either case such other date as the parties may agree.

'**Documentation**' means the documentation to be provided by the Supplier or relevant manufacturer.

'**Goods**' means the goods, including hardware, software and third party maintenance contracts specified in the Purchase Order.

'**GST**' has the meaning given in the New Tax System (Goods and Services Tax) Act 1999.

'**Incidental Costs**' means any Tax and duties, freight, travel and accommodation incurred by the Supplier in supplying Goods and/or Services.

'**Price**' for Goods and Services means the amount specified in the Purchase Order, which is inclusive of Incidental Costs.

'**Purchase Order**' means the purchase order above or on the front of this document.

'**Services**' means any services specified in the Purchase Order or any necessary services to install, implement or ensure the Goods perform in accordance with the warranties in .

'**Specifications**' for Goods means the Supplier's or its manufacturer's published technical specification for those Goods and any other requirements agreed in writing by the parties in relation to the quality, functionality, performance, interpretability, testing or any other criteria with respect to those Goods.

'**Supplier**' means the party specified as such on the Purchase Order.

'**Tax**' includes any tax, good and services tax, withholding tax, charge, rate, duty or impost imposed by any authority at any time.

'**Tax Invoice**' has the meaning given in the New Tax System (Goods and Services Tax) Act 1999.

'**Warranties**' for Goods or Services means the warranties specified below.

'**Warranty Period**' for Goods means either: 24 months after the actual delivery of those Goods or the manufacturer's standard warranty period, whichever is the longer.

The Supplier agrees to these terms and conditions by its duly authorised representative:

Signature: _____ Name: _____

Title: _____

Supplier: _____ Date: _____