Established in 1985
Sydney | Brisbane | Melbourne | Gold Coast

PURCHASE ORDER TERMS & CONDITIONS
GOODS & SERVICES

1. General

1.1 In these general terms and conditions: -

Confidential Information means the Purchase Order and all data, information, drawings or other material disclosed by Liftronic to the Supplier in connection with the Purchase Order, excluding such information that is already in the public domain as at the date of the Purchase Order.

Goods means the materials, equipment or components specified in the Purchase Order.

GST has its meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries.

Modern Slavery Requirement means any relevant laws in relation to modern slavery, which meaning is given to it under the *Modern Slavery Act 2018* (Cth), and any Liftronic policy and standard in relation to responsible sourcing as may be amended from time to time; **Price** means the amounts stated under the Purchase Order to be payable by Liftronic for the provision of the goods and/or services.

Purchase Order means the purchase order form issued by Liftronic to the Supplier in respect of the goods and/or services, which is governed by these terms and conditions and forms the contract between the parties.

Related Bodies Corporate has its meaning given to it in the *Corporations Act 2001* (Cth).

Liftronic means Liftronic Pty Limited and its Related Bodies Corporate.

Services means the services or manner of work specified in the Purchase Order including any ancillary services as may be required for the proper performance of the services.

Site means the place nominated by Liftronic in which the goods and/or services; and

Supplier means the person or entity as identified in the Purchase Order.

1.2 The Supplier shall be liable to Liftronic to supply and deliver the goods and/or complete the services (as the context requires) as identified in the Purchase Order or as otherwise directed by Liftronic.

1.3 The Supplier must supply and deliver the goods and/or complete the services at the site as identified in the Purchase Order or as otherwise directed by Liftronic.

1.4 By proceeding with the works in connection with the goods and services, the Supplier accepts these terms and conditions and the Purchase Order, including the price. The Purchase Order and these terms and conditions constitute a binding contract between the Supplier and Liftronic to the exclusion of all other terms and conditions (unless otherwise agreed to by Liftronic).

2. Supply of Goods and/or Services

2.1 The Supplier must supply and deliver the goods and/or complete the services at the Site by the dates or the periods stated within the Purchase Order.

2.2 The Supplier acknowledges that the dates or the periods sated within the Purchase Order are of the essence and Liftronic reserves the right to reject the goods and/or services in the event delivery of the goods and/or completion of the services are not achieved within the time or duration stipulated in the Purchase Order.

2.3 Without limitation to its rights and remedies, Liftronic may at any time for any reason whatsoever, extend the time or duration stipulated for the supply of the goods and/or completion the services but is not obligated whatsoever to exercise this right for any benefit of the Supplier.

2.4 The Supplier must not subcontract or otherwise assign or arrange for any part of or all of its obligations under the Purchase Order to be undertaken by any other person without prior written consent by Liftronic. Irrespective of the Supplier entering into a subcontracting arrangement with any third party, the Supplier is not discharged from its obligations and liabilities to Liftronic under the Purchase Order.

2.5 In the context of the supply of goods, the goods become the property of Liftronic and the risk of loss and damage to the goods passes to Liftronic upon acceptance of the goods. Acceptance of the goods shall occur after satisfactory inspection, installation and testing of the goods (or where applicable, the satisfactory inspection and/or testing of any relevant 3rd party certifier or inspector nominated by Liftronic).

2.6 Any invoice pertaining to the Purchase Order shall be payable in accordance with the terms of the Purchase Order unless otherwise stated in a separate agreement governing the Purchase Order (such any supplier onboarding agreement), subject to verification that the invoiced amounts pertain to works that have been carried out and completed to Liftronic satisfaction.

2.7 Liftronic may elect that moneys due and owing from any amount due to the Supplier any amount owed by the Supplier to Liftronic.

3. Warranties

3.1 Without limiting any other warranty provided by the Supplier to Liftronic, The Supplier represents and warrants to Liftronic that:

a) it has examined with due diligence all information made available to, or provided to, or obtained by, the Supplier.

b) any goods supplied by the Supplier are of merchantable quality, fit for purpose, new and free from defects and free from any lien, charge or encumbrance in title.

c) any services performed by the Supplier are undertaken by suitably qualified and experienced personnel and will exercise due skill, care and diligence in undertaking the Services, free from defects and finished with high quality workmanship.

d) it will obtain, or arrange to be obtained, all necessary consents, permits or authorities required for the Goods and/or Services.

e) it will, upon request by Liftronic, provide to Liftronic all documents and information necessary and incidental to the goods and/or services including without limitation, as-built drawings, service manuals, warranties and guarantees, testing and calibration records, samples and certificates of compliance.

f) that the supply of the goods and/or performance of the services do not infringe on any third-party Intellectual Property Right.

g) it will carry out the supply of the goods and/or performance of the services within working hours and days specified by Liftronic or as may be directed by Liftronic from time to time; and

h) it will comply with all obligations (including as may be required under any applicable law, code, or regulation) in the performance of its obligations under these terms and conditions.

3.2 The supply of goods and/or performance of services are subject to a twenty-four (24) month warranty period commencing:

a) in respect of goods, upon the delivery of the subject goods of at site; and/or

b) in respect of services, upon the completion of the subject services at the site,

during which the Supplier agrees to repair, correct or otherwise remedy any defects in the goods and/or services identified by Liftronic including replacement of such defective components as may be necessary.

3.3 In circumstances where there is a successive failure of the goods and/or services to conform to the warranty requirements during the warranty period, the supply of goods and/or performance of services pursuant to clause 3.2 above are extended to sixty (60) months from the applicable stipulated dates. For the purposes of this clause, a successive failure is termed to mean multiple instances of the same defect or issue occurring in the goods and/or services after initial repair or replacement efforts have been made, indicating an ongoing or recurring problem that has not been effectively resolved ("**Successive Failure**").

3.4 If Liftronic becomes aware of any defect in the goods and/or services provided by the Supplier within the warranty period in the preceding clause, it shall as soon as practicable give the Supplier written notice and details thereof and direct the Supplier to remedy the subject defect.

3.5 Should the Supplier fail and/or refuse to remedy any defect identified during the warranty period within a reasonable period (which shall not exceed seven (7) calendar days) from the date of the written notification by Liftronic, Liftronic may have the defects rectified and the costs incurred shall be deemed as moneys due from the Supplier to Liftronic.

3.6 If requested by Liftronic, the Supplier must produce to Liftronic any relevant safe work method statements ("SWMS") if applicable in connection with the supply of goods and/or performance of services prior to the commencement of and at completion of such works.

3.7 The Supplier must at all relevant times comply with the Liftronic Responsible Sourcing Policy as may be updated from time to time. Liftronic Responsible Sourcing Policy can be accessed under the following link: https://www.liftronic.com.au/about-us/

3.8 In performance of its obligations under the Purchase Order, the Supplier will comply with all Modern Slavery Requirements and all laws in relation to anti-bribery, anti-corruption, money laundering, fraud or similar activities and do all things as may be required and necessary to mitigate and/or reduce modern slavery risks in its operations and supply chains to enable Liftronic to comply with its respective Modern Slavery Requirements. The Supplier must immediately give written notice to Liftronic if it because aware of a suspected or actual breach of this clause.

4. **Insurances and Indemnities**

4.1 Before the Supplier commences any work in respect of the Purchase Order, the Supplier warrants that it has and must maintain the following insurance at its own cost and at all relevant times when engaged in the subject matter of the Purchase Order:

a) a public liability insurance of at least $10,000,000 per occurrence covering the rights, interests and liabilities to third parties of the Supplier and Liftronic.

b) a professional indemnity insurance of at least $10,000,000 per occurrence covering claims arising from professional negligence, errors, or omissions in the performance of professional services(s).

c) a workers compensation insurance to the Supplier's full liability under the relevant workers' compensation legislation.

d) insurance for all equipment and materials used in the course of the supply of the Goods and/or performance of the Services and

e) any other relevant insurances as may be reasonably directed by Liftronic.

4.2 If requested by Liftronic, the Supplier must provide satisfactory evidence of such insurance effected and maintained. If at any time the Supplier is unable to provide satisfactory evidence of such insurance required under these terms and conditions, Liftronic may refuse payment until such evidence is produced by the Supplier. The Supplier must notify Liftronic immediately in the event of any lapse, cancellation, or modification to its insurance coverage.

4.3 The Supplier will be liable for and indemnify and hold harmless Liftronic against any and all claims, costs (including legal costs), expenses, losses, damages, fines, penalties or liabilities incurred by Liftronic arising from or in connection with any failure to supply the goods or perform the services in accordance with the Purchase Order or for any breach of these terms and conditions by the Supplier.

5. **Intellectual Property**

5.1 All Intellectual Property Rights in any materials provided by Liftronic to the Supplier are licensed (on a non-transferrable, royalty-free, non-exclusive basis for the duration of Purchase Order) or are the property of Liftronic. Nothing in the Purchase Order nor under these terms and conditions convey to the Supplier any right, title or interest in the materials other than to use the Intellectual Property to provide the goods and/or services.

5.2 Upon the Supplier creating any intellectual property which was created in connection with the Purchase Order, the Supplier assigns all of the Intellectual Property Rights in the created intellectual property to Liftronic and must do anything as may be reasonably necessary to affect such vesting.

5.3 The Supplier indemnifies and holds Liftronic harmless from any liabilities, costs and damages (including legal costs) in connection with any actual or alleged infringement of any Intellectual Property Right by the Supplier's provision of the goods and/or services.

6. **Confidential Information**

6.1 The Supplier acknowledges that any confidential information of Liftronic is valuable and undertakes to use the confidential information only for the purposes of the provision of the goods and/or services under the Purchase Order.

6.2 The Supplier must keep the confidential information confidential except when and only to the extent that any disclosure is required by law or where Liftronic has agreed in writing to such disclosure.

6.3 The Supplier will handle any personal data that may be part of the supply of the Goods and/or Services under the Purchase Order in accordance with the Privacy Act 1988 (Cth).

7. **Termination**

7.1 Liftronic may terminate the Purchase Order for convenience and at any time before the time for completion for the supply of goods and/or service have passed.

7.2 If Liftronic exercises its right to terminate for convenience, Liftronic must pay the Supplier for the costs of all goods and/or services performed up to the date of termination.

7.3 Liftronic may terminate the Purchase Order with immediate effect if:

a) the Supplier becomes insolvent, commits an act of bankruptcy or subject to administration or liquidation; or

b) the Supplier commits a material breach of the Purchase Order or any of these terms and conditions and the subject breach is either not capable of remedy or capable of remedy but is not remedied within seven (7) calendar days of a written notice from Liftronic requesting the Supplier to do so.

7.4 Upon termination of the Purchase Order, the Supplier must, upon written request by Liftronic, unconditionally hand over all documentation, materials and information (including any Confidential Information) in relation to the provision of the goods and/or services.

7.5 The Supplier's obligations under clauses 3, 5, 6 and 9 shall survive the termination of the Purchase Order.

8. **Disputes**

8.1 If a difference or dispute between Liftronic and the Supplier arises in connection with the subject matter of the Purchase Order, then either party shall give the other a written notice of dispute adequately identifying and providing details of the dispute.

8.2 Notwithstanding the existence of a dispute, the Supplier shall continue to perform its obligations under the Purchase Order.

8.3 Within seven (7) calendar days after receipt of a notice of dispute, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. At every such conference, each party shall be represented by a person who has authority to agree to such resolution or methods. All aspects of every such conference except the fact of occurrence shall be privileged.

8.4 If within fourteen (14) calendar days after receipt of a notice of dispute, the parties have not and/or been unable to resolve the dispute, the dispute shall be and is hereby referred to arbitration.

9. **Miscellaneous**

9.1 This Agreement is governed by the law in force in the state in which the services are provided and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that state.

9.2 Nothing in this Purchase Order will be taken to constitute the Supplier as an employee, agent, partner or joint ventures of Liftronic nor is the Supplier authorised to incur any obligation on behalf of Liftronic.

9.3 Any provision of these terms and conditions which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions of these terms and conditions.

9.4 The Purchase Order and these terms and conditions contains the entire agreement between Liftronic and the Supplier with respect to the subject matter of the Purchase Order and supersedes all prior discussions, representations, agreements and warranties between the parties in connection with the subject matter.

9.5 Unless expressly stated otherwise, the Price in respect of the provision of the Goods and/or Services under the Purchase Order are excusive of GST.

9.6 Except as provided at law or in equity, none of the provisions of the Purchase Order shall be varied, waived, discharged or released except with the prior written consent of Liftronic.

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