



## COMMERCIAL CONDITIONS

### PURCHASE ORDER

The vendor, supplier or sub-contractor are hereinafter referred to as the Supplier.

1. The Supplier must quote the Purchase Order Number on all invoices. Failure to do so will result in payments being delayed or withheld.
2. Where a Sub-contract Agreement has been entered into by FluidIntel Pty Limited and the Supplier, the Terms and Conditions of that Agreement are binding and totally supersede and replace the conditions set out below.
3. Certified shop drawings shall be supplied to FluidIntel Pty Limited within fourteen days of receipt of this Order.
4. The Supplier shall provide two copies of a product manual for each item supplied and where this Order includes for installation, two copies of as build drawings should be provided all within 7 days of completion of delivery. Payment may be withheld until receipt of the same.
5. The Supplier shall be deemed to have notice of all provisions of the Contract between FluidIntel Pty Limited and its customer and shall assume towards FluidIntel Pty Limited as far as applicable to the Suppliers work all obligations and responsibilities that FluidIntel Pty Limited by the Contract assumes to its customer.
6. FluidIntel Pty Limited may be liable for liquidated damages in respect to the Contract. Should the Supplier prevent FluidIntel Pty Limited from complying with the program requirements of the Contract, FluidIntel Pty Limited may in turn hold the Supplier responsible for any costs or liquidated damages incurred. Upon it becoming apparent that the Supplier will be delayed in completing the work contained in this Order the Supplier shall immediately advise FluidIntel Pty Limited in writing as to the cause of the delay. The Supplier may be liable for penalty if the delivery date is not achieved due to the Suppliers default.
7. The Supplier warrants that the goods or services covered by this order will conform to the requirements of this order and will be merchantable and free from any defects in design, material or workmanship for a period of twelve (12) months minimum and shall promptly correct at no cost to FluidIntel Pty Limited any such defects as may develop within this period. The foregoing warranty shall inure to the benefit of and be enforceable by FluidIntel Pty Limited or its customers. The Warranty shall be deemed to commence from the date or practical completion applicable to FluidIntel Pty Limited or from delivery whichever is the greater shall apply.
8. The Supplier agrees to protect and indemnify FluidIntel Pty Limited and its customers from all costs, expenses or damages arising out of alleged, or actual infringement of patents and from liability for accidental damage and loss or injury sustained by any persons by reason of anything the Supplier or Suppliers employees do whilst completing the work contained in the Order
9. No work shall be performed by the Supplier which is beyond the scope of this order unless written authority has been given by FluidIntel Pty Limited.
10. This order shall not be assigned or sub-let either fully or in part without written permission of FluidIntel Pty Limited.
11. The Supplier shall work in accordance with the program provided by FluidIntel Pty Limited. However, it is the responsibility of the Supplier to maintain their job program in accordance with the FluidIntel Pty Limited critical dates.
12. The Supplier shall deliver the goods strictly in accordance with the shipping instructions and dates required as indicated in this order. Goods must be accompanied by a delivery docket stating the order number and item shown on the front hereof.
13. Transport arrangements and costs are the responsibility of the Supplier. Unless alternative arrangements are agreed in writing by FluidIntel Pty Limited, immediately on shipment the Supplier is to notify FluidIntel Pty Limited of the items shipped, shipping route and time of arrival in dock and at job final destination.
14. The Supplier shall hold goods in store as required to meet the delivery date.
15. Insurance of material and equipment supplied and work performed by the Supplier is the responsibility of the Supplier.
16. The goods subject to this order shall remain the property of the seller until actually received by the purchaser at the location stated in the purchase order.
17. Hoisting and off-loading are the responsibility of the Supplier whenever the Supplier is required under the scope of this order to install or erect plant, materials or equipment supplied by the supplier.
18. If the goods are not delivered by the required date FluidIntel Pty Limited may cancel this order in respect of such undelivered goods without incurring charges in relation to such cancellation.
19. FluidIntel Pty Limited must receive invoices and progress claims no later than 20th day of the month. Any claims received after this date shall not be considered until the following month. Progress payments and the period for payment will be as agreed. Retention money and the percentage retained will be as stated on this order or as covered by other clauses herein.
20. No claim for Rise and Fall or currency adjustments shall be accepted unless Rise and Fall and or currency fluctuations are shown on this order. Where Rise and Fall or currency fluctuations are accepted it shall be in accordance with the formula shown on the order and supported by the relevant calculations.
21. The Supplier assumes complete responsibility for all necessary cover under Worker's Compensation Public Liability Product Loss and Damage and; any other insurance deemed necessary under law, to the extent that FluidIntel Pty Limited be indemnified against any and all claims, which may arise consequent upon completing the work, contained in this order.
22. It is the responsibility of the Supplier to ensure that all Awards and Agreements applicable to the site labour and to the site are complied with. Any failure to comply with this clause will render the supplier liable to FluidIntel Pty Limited for any and all costs and expenses incurred by FluidIntel Pty Limited brought about by the Supplier's default.
23. Where this order requires work to be carried out on a site, the Supplier shall effect public liability extended to include FluidIntel Pty Limited as principal for an amount not less than \$5,000,000.00 and evidence of currency policy will be required.
24. Any Special conditions noted on this Order form are an integral part of the Order and these Special Conditions shall be read and construed in accordance with the above terms and conditions.
25. Where Sales Tax, GST or other duty or tax is payable on this order it is deemed to be excluded in the cost and it is the Supplier's responsibility to comply with the relevant legislation.
26. The Supplier's responsibility includes the compliance with OH&S Acts, Regulations, Codes of practice and Australian Standards applicable to the Project and FluidIntel Pty Limited Site Safety Plan.