

STANDARD CONDITIONS OF PURCHASE**1. Definitions**

Anglicare SA means Anglicare SA Inc. ABN 69 187 578 153 or the entity identified on the Order.

DDP (Delivered Duty Paid) means the shipper/seller is responsible to insure the goods and absorb all costs and risks including the payment of duty and fees.

Law means:

- (a) Commonwealth, State and local government legislation including regulations, bylaws, orders, awards and proclamations.
- (b) Common law and equity;
- (c) Authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- (d) Guidelines of Authorities with which the Supplier is legally required to comply.

Order means the purchase order sent by Anglicare SA to the Supplier via email, facsimile or mail and any listed attachments which together make up the contract between Anglicare SA and the Supplier.

Site means a site or a facility which is owned, leased or occupied by Anglicare SA.

Supplementary Conditions means any additional conditions to these Standard Conditions of Purchase provided to the Supplier by Anglicare SA.

Supplier means the person or company on who the Order is placed.

Supplies means all goods and services detailed on the Order.

2. Application of Contract

2.1 These Conditions shall apply to the Order except where modified by

Supplementary Conditions otherwise incorporated in the Order, which have precedence over these Conditions.

2.2 These Conditions and any Supplementary Conditions referred to in clause 2.1 shall be the entire agreement between Anglicare SA and the Supplier and shall supersede all previous communications or representations between Anglicare SA and the Supplier, including any standard Conditions of Sale issued by the Supplier. These Conditions shall not be varied unless agreed in writing by Anglicare SA.

2.3 Anglicare SA's Order number and Order line number, where applicable, must be quoted on all documents and correspondence relating to the Order.

3. Changes

3.1 Anglicare SA may direct a change to the Order with respect to the delivery date, the shipping or packing instructions or the place of delivery and the Supplier shall comply with Anglicare SA's written instructions without delay.

3.2 Within seven (7) days after notification of any changes in accordance with clause 3.1, the Supplier shall advise Anglicare SA in writing the effect of such change on the delivery schedule or price. Anglicare SA and the Supplier shall agree any reasonable adjustment to the delivery schedule or the price and incorporate such agreement into an amended Order.

3.3 Anglicare SA may also amend the Order with respect to any of the following:
a. the quantity of the Supplies;
b. the quality of the Supplies;
c. or any specifications.

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Provided that an amended Order pursuant to clause 3) shall not take effect until Anglicare SA and the Supplier have agreed any reasonable adjustment to be made to the delivery schedule or price stated in the Order, and incorporate such agreement into an amended Order.

4. On Site Responsibilities

4.1 The Supplier shall, in providing the Supplies:

- a. Not interfere with Anglicare SA's activities or the activities of any other person at the place of delivery;
- b. Be aware of, comply with and ensure that the Suppliers employees, agents and contractors are aware of and comply with:
 - i. All applicable laws;
 - ii. All site standards and procedures to the extent they are applicable in providing the Supplies; and
 - iii. All lawful directions and orders given by Anglicare SA's representative.

5. Conformity with Order

5.1 The Supplier warrants that the Supplies shall conform to the quantity, quality and specification stated in the Order and shall be free from defect, materials and workmanship.

5.2 Acceptance of the Supplies shall take place either after completion of inspection by Anglicare SA or at the end of one (1) month from the date of actual delivery, whichever is the earlier.

5.3 If the Supplies do not conform with the quantity, quality or specification stated in the Order, or do not meet the required standards of workmanship, then Anglicare SA shall be entitled, without prejudice to any other remedy, to exercise one or more of the following rights:

- a. to reject all or any of the Supplies and required the Supplier to credit

Anglicare SA with the price of the Supplies; or

- b. to require the Supplier to promptly replace or repair the Supplies free of all cost to Anglicare SA and at the Supplier's risk.

5.4 The provisions of sub-clause 5.3 shall apply in addition to, and without prejudice to, any other of Anglicare SA's rights hereunder or at law, whether express or implied.

5.5 The warranty rights under this clause shall be assignable to Anglicare SA for a period of at least twelve (12) months from the actual date of delivery.

6. Delivery, Risk and Title

6.1 The Supplies shall be delivered to the place(s) named in the Order no later than the dates specified in the Order. Partial deliveries shall not be made unless agreed in writing by Anglicare SA.

6.2 Timely delivery of the Supplies in accordance with the Order is a material condition of these Standard Conditions of Purchase.

6.3 Unless otherwise provided for on the Order, the Supplies will be delivered DDP (INCOTERMS 2010).

6.4 Title and Risk to the Supplies shall pass to Anglicare SA on delivery unless otherwise specified in the Order, but without prejudice to any right of rejection which may accrue to Anglicare SA hereunder.

7. Price and Payment

7.1 Prices shall be non-variable and inclusive of all taxes (other than GST), duties packaging and delivery of the Supplies to the place of delivery.

7.2 Anglicare SA requires invoices to be provided in the approved GST format and requires any applicable Australian

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GST to be separately identified on the invoice. Invoices not in the required format will not be processed by Anglicare SA. All prices shall be on a GST exclusive basis.

7.3 The Supplier shall submit an invoice in respect of the Supplies properly provided to Anglicare SA either by email to accounts@Anglicare-SA.org.au or post to Anglicare SA, 18 King William Road, North Adelaide, SA, 5006 and marked for the attention of the Accounts Payable Department, on or after the delivery of the Supplies.

7.4 Each correctly submitted and valid invoice shall become due for payment at the end of the month following the month on the invoice, unless otherwise nominated on the Order, provided that:

- the Supplies have been delivered by the Supplier in accordance with the Order; and
- the Supplies have been accepted by Anglicare SA in accordance with clauses 5 and 6 respectively.

8. Confidentiality

8.1 The Supplier shall:

- not use the information in the Order except for the purpose of supplying the Supplies to Anglicare SA;
- not grant third parties access to Order information without prior written consent of Anglicare SA, and only use such information for the purpose for which the consent is granted;
- require any third party to whom Order information is provided to sign an undertaking in the same terms as the Supplier's undertaking.

8.2 The Supplier shall not use Anglicare SA's name or any of the Order information for publicity purposes without Anglicare SA's prior written consent.

9. Waiver

9.1 A waiver of any rights hereunder shall not be effective unless expressly waived in writing by Anglicare SA. Not exercising or a delay in exercising a right shall not be deemed a waiver of that right.

10. Indemnities

10.1 The Supplier shall indemnify Anglicare SA against all liability, damages, costs, loss, expense and damage or any nature whatsoever arising from Supplier's negligence, breach of duty, breach of statute or otherwise, which is caused by or arises from:

- the performance by the Supplier of the Order; and
- any failure to conform to or comply with the requirements of the Order.

11. Insurance

11.1 The Supplier agrees to maintain insurance cover with a reputable insurer for the following classes of risk in respect of work to be carried out under the Order:

- \$5,000,000 public liability insurance for each and every claim;
- workers compensation cover as required by law;
- \$5,000,000 products liability for each and every claim;
- such other classes as are appropriate to the circumstances of the Order as specified by Anglicare SA including Professional Indemnity if required in the Order.

12. Termination

12.1 The Order may be terminated for convenience by Anglicare SA at any time in whole or part by giving written notice of termination to the Supplier. In the event of such notice being given the Supplier shall comply with any directions with regard to the Supplies which may be given by Anglicare SA.

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12.2 The Supplier shall submit within one (1) month from the effective date of termination the Supplier's termination claim. Anglicare SA shall pay a fair and reasonable price to the Supplier in respect of any commitments, liabilities or expenditure reasonably and properly incurred by the Supplier in connection with the Order and which would otherwise represent an unavoidable loss to the Supplier. Anglicare SA shall not be liable to pay any sum which, when taken together with any other sum or sums paid or due to the Supplier under the Order, shall exceed the total price of the Supplies the subject of the said notice of termination.

12.3 If the Supplier defaults on any of its obligations under the Order, Anglicare SA shall have the right to terminate all or part of the Order by written notice without prejudice to any other of its rights or remedies, and shall be liable only for Supplies delivered and accepted by Anglicare SA.

12.4 If the Supplier becomes insolvent or has a receiver or administrator appointed in respect of its business or any of its assets or is compulsorily or voluntarily wound up, then Anglicare SA shall have the right to terminate the Order by written notice without prejudice to any other right or remedies, and shall be liable only for the Supplies delivered and accepted by Anglicare SA.

12.5 No termination or suspension of the Order shall prejudice any rights or obligations of either party hereunder or at law. Both parties shall use all reasonable endeavours to mitigate their losses on such termination or suspension.

13. Inducement and Ethics

13.1 Whether acting alone or with others, the Supplier undertakes that it will not

do, and warrants that prior to accepting the Order it has not done any of the following:

- a. induce an employee, agent or sub-contractor of Anglicare SA to make any concession or to confer any benefit on the Supplier, refrain or withhold from doing any act or alter any of the requirements of the Order in return for any gift, money, benefit or other inducement, nor
- b. without the prior written consent of Anglicare SA pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation and/or issue of the Order, nor
- c. encourage or facilitate an employee, agent or sub-contractor of Anglicare SA to commit any act of dishonesty against Anglicare SA which may benefit the employee, agent or sub-contractor of Anglicare SA or be a detriment to Anglicare SA or both.

14. Applicable Law

14.1 These Standard Conditions of Purchase shall be governed by the laws of South Australia.