

PURCHASE ORDER (FOR THE SUPPLY OF GOODS AND/OR SERVICES)

WOOLNORTH RENEWABLES - GENERAL TERMS AND CONDITIONS

- 1. SUPPLY**
- 1.1 The Supplier shall supply the Goods and/or perform the Services by the Due Date.
- 1.2 Subject to clause 2.4, the Purchaser shall pay the Supplier the Price, in accordance with this Contract.
- 2. PRICE**
- 2.1 The Price is inclusive of all costs, expenses and liabilities incurred by the Supplier in the supply of the Goods and/or performance of the Services including, but not limited to, in respect of:
- (a) the Goods, all charges for customs duty (unless specifically exempt), packing, handling, insurance, freight and delivery; and
- (b) the Services, the provision and maintenance of all materials and resources and the supply of all tools and equipment necessary to perform the Services.
- 2.2 The Price is not subject to change including, without limitation, to rise and fall or changes in exchange rates.
- 2.3 If GST is payable in connection with the Goods or the Services to be supplied under this Contract, the Supplier may recover from the Purchaser an amount equal to the GST payable in respect of that supply.
- 2.4 The Purchaser may deduct from monies otherwise due to the Supplier, any debt or other monies owed from the Supplier to the Purchaser or any claim which the Purchaser may have against the Supplier for damages, whether under this Contract or otherwise.
- 3. QUALITY**
- 3.1 The Goods and/or the Services must comply with the Required Standard.
- 3.2 If the Supplier fails to provide the Goods and/or Services to the Required Standard, the Purchaser may have the Goods provided, or the Services performed, by a third party and the costs incurred shall be a debt due from the Supplier to the Purchaser.
- 4. INSPECTION**
- 4.1 The Purchaser may, at any time, inspect the Goods and/or the performance of the Services. The Supplier must provide such reasonable assistance (including allowing the Purchaser access at any time to the Supplier's and any sub-supplier's premises) for this purpose. The Supplier must make this a condition of any subcontract.
- 4.2 The Purchaser has no duty to inspect the Goods and/or Services and no inspection, review or document (including a signed delivery docket under clause 7.2(b)) will lessen or otherwise affect:
- (a) the Suppliers obligations under this Contract; or
- (b) the Purchaser's rights, whether under this Contract or at law.
- 5. DEFECTS**
- 5.1 The Supplier must, at its expense, correct all Defects.
- 5.2 If, prior to the expiry of the Warranty Period, the Purchaser discovers or believes there is a Defect, the Purchaser may give the Supplier an instruction:
- (a) to rectify the Defect and specify the time when this must occur; or
- (b) advising the Supplier that the Purchaser will accept the Defect, and the greater of:
- (i) the cost of rectifying the Defect; and
- (ii) the diminution in value of the Goods caused by the Defect,
- shall be a debt due from the Supplier to the Purchaser.
- 5.3 If the Supplier fails to comply with clause 5.2(a) within the time set out in the instruction, the Purchaser may, either itself or by engaging a third party, rectify the Defect and the costs incurred shall be a debt due from the Supplier to the Purchaser.
- 6. DELIVERY**
- The Supplier must:
- (a) deliver the Goods and/or perform the Services at the location specified in this Contract or as otherwise directed by the Purchaser;
- (b) ensure that Goods are suitably packed to avoid damage in transit and/or in storage;
- (c) ensure that packages containing Goods are clearly identifiable and include the Order Number; and
- (d) give the Purchaser not less than 48 hours' notice of when it intends to deliver the Goods or perform the Services.
- 7. INVOICE AND DOCUMENTATION**
- 7.1 The Supplier must ensure that all documentation related to this Contract (such as shipping papers, invoices and correspondence) is identified with the Order Number.
- 7.2 The Supplier may submit claims for payment on account of the Price, in respect of:
- (a) the Services, upon completion of the Services or, if the Services continue for greater than 30 days, progressively on the last day of each month; and
- (b) the Goods, within 30 days of acceptance of the Goods (as evidenced by a delivery docket signed by the Purchaser).
- 7.3 Claims for payment must be in the form of a valid tax invoice (satisfactory to Woolnorth) and addressed to accounts@woolnorthwind.com.au or "Accounts Payable".
- 7.4 Woolnorth shall, on behalf of the Purchaser, pay such amount of the Price as is due under this Contract within 30 days of receipt of a properly prepared tax invoice. Payment shall be on account only and does not constitute an acknowledgment that the Goods and/or the Services are free from Defects or otherwise in accordance with the Contract.
- 8. RISK, TITLE AND PROPERTY IN GOODS**
- 8.1 Title to and property in Goods immediately passes to the Purchaser upon payment or delivery, whichever occurs first, and the Goods must be appropriately marked and identified as the property of the Purchaser.
- 8.2 Risk in Goods remains with the Supplier until delivery to the Purchaser or its agent in accordance with this Contract.
- 9. CONFIDENTIALITY**
- 9.1 Except as required by law the Supplier shall treat as confidential all information which is designated in writing by the Purchaser as confidential or which the Supplier should reasonably have known to be confidential, including (without limitation) any information relating to the contents, operation or performance of this Contract.
- 9.2 The obligations of this clause 9 survive the expiration or termination of the Contract on any basis.
- 10. TERMINATION**
- 10.1 The Contract may be terminated:
- (a) for the convenience of the Purchaser, upon the giving of 7 days' notice, in which case the Purchaser shall pay the Supplier any direct costs actually and reasonably incurred by the Supplier to the date of the notice of termination;
- (b) upon a substantial breach of the Contract by either party which is not remediated within a reasonable time (and in any case within 14 days) of notice by the non-breaching party of the substantial breach; or
- (c) immediately by either party in the event the other party becomes insolvent or financially unable to proceed with the Contract.
- 10.2 Upon termination of the Contract, the Supplier shall promptly return to the Purchaser any of the Purchaser's property provided to the Supplier in the course of supplying the Goods or performing the Services (if any).
- 10.3 If a party breaches (including repudiates) the Contract, nothing in this clause 10 shall prejudice the right of the other party to recover damages or exercise any other right or remedy.
- 11. INSURANCE**
- 11.1 The Supplier must effect and have in place the following insurances:
- (a) when Goods are supplied, insurance of Goods in transit, for the full insurable value of the Goods;
- (b) when Services are to be performed on the Purchaser's premises, public liability insurance for an amount in respect of any one claim or series of claims arising from the one original cause of not less than \$2,000,000;
- (c) when Services are to be performed on the Purchaser's premises, insurance covering the Supplier's own property, equipment and materials owned, hired, leased or used by the Supplier for the purpose of this Contract; and
- (d) workers compensation insurance for the maximum amount permitted by law, covering the Supplier's liability under common law and statute for death or injury to any person employed by the Supplier.
- 11.2 The Supplier will, at the request of the Purchaser, provide written evidence of all insurances required to be taken out by the Supplier.
- 12. PROPORTIONAL LIABILITY**
- To the extent permissible by law, neither Part 9A of the *Civil Liability Act 2002* (Tas) nor any proportional liability legislation of another country, state or territory applies to any claim or proceeding arising from or connected with this Contract.
- 13. OCCUPATIONAL HEALTH AND SAFETY**
- 13.1 To the extent that the Contract is for the performance of Services on the Purchaser's premises, whether in conjunction with the supply of Goods or otherwise, this clause will apply.

- 13.2 The Supplier must:
- (a) ensure that its relevant personnel complete induction training to the reasonable satisfaction of the Purchaser prior to entry on the Purchaser's premises;
 - (b) comply with, and ensure its employees and subcontractors comply with, the Purchaser's Policies and Procedures; and
 - (c) notify the Purchaser in the event of any accident, injury or property or environmental damage occurring during or in association with the performance of the Services and cooperate fully with any investigation by the Purchaser.

14. INTELLECTUAL PROPERTY

14.1 The Supplier warrants that, in relation to the Goods and/or Services, the design, materials, documents and methods of working shall not infringe any Intellectual Property Right. The Supplier shall indemnify the Purchaser against the infringement of any Intellectual Property Right.

14.2 With regard to all Intellectual Property Rights in the Goods and/or the Services, the Supplier:

- (a) (in instances where the Intellectual Property Rights are owned by the Supplier) grants to the Purchaser; or
- (b) (in instances where the Intellectual Property Rights are not owned by the Supplier) shall ensure the Purchaser is provided with,

(whichever is applicable) an irrevocable, royalty free, non-exclusive, transferable, perpetual licence to exercise all rights of the owner of the Intellectual Property Rights associated with the Goods and/or the Services, for any business purpose of the Purchaser, including any subsequent repairs, maintenance or servicing, the supply of replacement parts, additions or alterations or entering into any agreement with any third party which is associated with or utilises the Goods or the Services.

14.3 This licence arises immediately upon formation of the Contract and survives the termination of the Contract on any basis.

15. NOTICES

15.1 A notice (and other documents) must be in writing, legible, in English and delivered in person, by email or by post.

15.2 A notice (and other documents) shall be deemed to have been given and received:

- (a) if addressed or delivered to the relevant address set out in the Purchase Order or last communicated in writing to the person giving the notice; and
- (b) on the earliest date of:
 - (i) actual receipt if delivered in person;
 - (ii) the notice being recorded as having been first received at the electronic mail destination; or
 - (iii) 3 days after posting.

16. GOVERNING LAW

This Contract is governed by and construed with reference to the laws of the State of Tasmania.

17. ENTIRE AGREEMENT AND AMENDMENT

This Contract constitutes the entire agreement between the parties and supersedes all previous negotiations and communications. This Contract may only be varied or modified by written agreement of the parties.

18. WAIVER

Failure by either party to enforce a term of this Contract shall not be construed as in any way affecting the enforceability of that term in any other instance, or the enforceability of this Contract as a whole.

19. VARIATIONS

19.1 The Purchaser may give to the Supplier a direction to carry out any variation to the Goods and/or Services and, provided that the variation does not change the general scope of the Goods or the Services, the Supplier must comply with any such direction ("**Variation**").

19.2 The parties must use their best endeavours to agree in writing on the value of a Variation, but in the event that the parties are unable to agree within 7 days of the issue of the direction, then the value of the Variation will be determined by the Purchaser, acting reasonably.

20. DEFINITIONS

Contract means the contract comprising the Purchase Order, these Purchase Order General Terms and Conditions and any other document referred to in, or attached to, the Purchase Order.

Defect means any part or aspect of the Goods and/or the Services which does not meet the Required Standard and includes any defect which is attributable to design, workmanship or operating characteristics.

Due Date means the date for the delivery of the Goods and/or the Services as specified in the Purchase Order.

Goods means each and every article or thing described in the Purchase Order (or to be reasonably inferred from the Contract) as to be supplied by the Supplier, or any part thereof, as adjusted under the Contract and includes (without limitation) any materials or physical objects produced during the carrying out of the Services.

GST has the meaning given to that term under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Woolnorth means Woolnorth Renewables (ABN 91 154 051 617) of Level 2, 33 George Street, Launceston, Tasmania appointed by the Purchaser as the service provider for invoicing and payments, subject to the Purchaser providing sufficient funds to Woolnorth to enable payments.

Intellectual Property Right means any patent, registered design, trademark or name, copyright or other protected right.

Order Number means the unique number created and used to identify a Purchase Order.

Price means the "Total Order" price, as described in the Purchase Order.

Purchase Order means the document headed as such and describing the Goods and/or the Services to be supplied which may be attached to these Purchase Order General Terms and Conditions.

Purchaser means any of:

- (a) Woolnorth Bluff Point Wind Farm Pty Ltd (ABN 31 095 369 396) of Level 2, 33 George Street, Launceston, Tasmania;
- (b) Woolnorth Studland Bay Wind Farm Pty Ltd (ABN 63 111 996 377) of Level 2, 33 George Street, Launceston, Tasmania;
- (c) Musselroe Wind Farm Pty Ltd (ABN 18 113 161 247) of Level 2, 33 George Street, Launceston, Tasmania;
- (d) Woolnorth Renewables (ABN 91 154 051 617) of Level 2, 33 George Street, Launceston, Tasmania; or
- (e) Mt Fyans Wind Farm Pty Ltd (ABN 68 655 787 956) of Level 2, 33 George Street, Launceston, Tasmania.

or a combination thereof, being the person named as the purchaser of the Goods and/or the Services in the Purchase Order.

Purchaser's Policies and Procedures means such of the Purchaser's policies and procedures as may be notified to the Supplier from time to time and includes the health, safety and environment management system available at: <http://www.woolnorthwind.com.au/health-safety>.

Required Standard means, in relation to:

- (a) the Services, the Services will be undertaken with due care and skill and in a sound and workman like manner;
- (b) the Goods, the Good will be new, of merchantable quality and consistent with any samples provided by the Supplier; and
- (c) the Goods and/or Services, the Goods and/or Services will be: fit for their intended purpose; of a standard consistent with best industry practice; in accordance with all applicable laws and statutory requirements, codes, licenses and permits; compliant with all relevant standards of Standards Australia; in accordance with their description (including any specifications provided by the Purchaser); in compliance with the Purchaser's Policies and Procedures; and otherwise in accordance with this Contract.

Services means the services described in, or reasonably to be inferred from, the Purchase Order, as adjusted under the Contract and includes the performance of all incidental or other services, both delivery or installation of the Goods and the provision of all materials and equipment, necessary to allow or assist the performance of the Services.

Supplier means the person named as the supplier of the Goods and/or the Services in the Purchase Order and includes, as appropriate, the Supplier's affiliates, heirs, executors, administrators, successors and permitted assigns.

Warranty Period means, in relation to:

- (a) the Services, a period of 12 months from completion of the Services; and
- (b) the Goods, a period of 24 months from delivery of the Goods.