

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

1. SUPPLY

- 1.1 The Supplier will supply the Goods and/or perform the Services by the Due Date.
- 1.2 Subject to clause 2.4, the Purchaser will 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 the:
 - (a) Goods, all charges for customs duty (unless specifically exempt), packing, handling, insurance, freight and delivery; and
 - (b) 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. TOOLS OF THE TRADE

- 3.1 The Supplier is expected to provide and use its own equipment, and the equipment must be suitable for the work and must be maintained by the Supplier in good working condition.
- 3.2 Where the Supplier is provided with equipment by the Purchaser, the equipment must be returned at the end of each day in same working condition in which it was provided. All equipment must be returned to an employee of the Purchaser and secured before the Supplier completes their Services for the day.

4. QUALITY

- 4.1 The Goods and/or the Services must comply with the Required Standard.
- 4.2 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 will be a debt due from the Supplier to the Purchaser.

5. INSPECTION

- 5.1 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 and any sub-supplier's premises) for this purpose. The Supplier must make this a condition of any subcontract.
- 5.2 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 12.2(b)) will lessen or otherwise affect the:

- (a) Supplier's obligations under this Contract; or
- (b) Purchaser's rights, whether under this Contract or at law.

6. DEFECTS

- 6.1 The Supplier must, at its expense, correct all Defects.
- 6.2 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 the:
 - (i) cost of rectifying the Defect; and
 - (ii) diminution in value of the Goods caused by the Defect,
 will be a debt due from the Supplier to the Purchaser.
- 6.3 If the Supplier fails to comply with clause 6.2(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 will be a debt due from the Supplier to the Purchaser.

7. EXPENSES

- 7.1 The Supplier must provide the Services at its own cost and, unless specified in writing, will not be reimbursed for any out of pocket expenses.

8. PAYMENT OF ENTITLEMENTS

- 8.1 The Supplier is solely responsible for paying any entitlements under the National Employment Standards for the Supplier, and, if applicable, the Supplier's employees and agents, including all remuneration and benefits including salary, superannuation, annual leave, sick leave, long service leave and any other benefits which the Supplier may be entitled to, and for otherwise complying with the legislation and industrial awards which are applicable to the Supplier's employees.
- 8.2 The Supplier must pay all taxes and duties in respect of such remuneration and benefits.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The relationship between the Purchaser and the Supplier is that of a principal and an independent contractor. Nothing in this Contract constitutes the relationship of partnership or employer and employee between the Purchaser and the Supplier, or between the Purchaser and the Supplier's employees (if any).
- 9.2 Nothing in this Contract constitutes or deems any employees of the Supplier to be employees of the Purchaser. Any employees or sub-contractors of the Supplier will remain at all times employees or sub-contractors of the Supplier.

10. EXCLUSIVITY

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- 10.1 The Purchaser does not require the Supplier to provide services exclusively to the Purchaser, provided that any other engagement of the Supplier does not:
- 10.2 conflict or unreasonably interfere with the provision of the Services;
- 10.3 create, or give rise to the perception of, a conflict of interest; and
- 10.4 does not otherwise cause a breach of this Agreement.

11. 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.

12. INVOICE AND DOCUMENTATION

- 12.1 The Supplier must ensure that all documentation related to this Contract (such as shipping papers, invoices and correspondence) is identified with the Order Number.
- 12.2 The Supplier may submit claims for payment on account of the Price, in respect of the:
 - (a) 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) Goods, within 30 days of acceptance of the Goods (as evidenced by a delivery docket signed by the Purchaser).
- 12.3 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".
- 12.4 Woolnorth will, 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 will 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 this Contract.

13. RISK, TITLE AND PROPERTY IN GOODS

- 13.1 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.
- 13.2 Risk in Goods remains with the Supplier until delivery to the Purchaser or its agent in accordance with this Contract.

14. CONFIDENTIALITY

- 14.1 Except as required by law, the Supplier must 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.

- 14.2 The obligations of this clause 14 survive the expiration or termination of this Contract on any basis.

15. TERMINATION

- 15.1 This Contract may be terminated:
 - (a) for the convenience of the Purchaser, upon the giving of 7 days' notice, in which case the Purchaser must 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 this 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 this Contract.
- 15.2 Upon termination of this Contract, the Supplier must 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).

- 15.3 If a party breaches (including repudiates) this Contract, nothing in this clause 15 will prejudice the right of the other party to recover damages or exercise any other right or remedy.

16. INSURANCE

- 16.1 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 \$20,000,000;
 - (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.
- 16.2 The Supplier will, at the request of the Purchaser, provide written evidence of all insurances required to be taken out by the Supplier.

17. 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.

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18. OCCUPATIONAL HEALTH AND SAFETY

18.1 To the extent that this 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.

18.2 The Supplier must:

- (a) ensure that the relevant Supplier's 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.

19. INTELLECTUAL PROPERTY

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

19.2 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) must 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.

19.3 The licence in clause 19.2 arises immediately upon formation of this Contract and survives the termination of this Contract on any basis.

20. MODERN SLAVERY

20.1 The Supplier must ensure that:

- (a) in performance of the Services, it, and the Supplier's Personnel:
 - (i) do not engage in any conduct or omission that may contravene any Modern Slavery Laws; and
 - (ii) comply with any policy of the Purchaser relating to Modern Slavery;
- (b) it complies with all applicable Modern Slavery Laws and does all things reasonably necessary to minimise Modern Slavery risks in its operations and supply chains; and

- (c) it promptly notifies the Purchaser as soon as it becomes aware of a potential, suspected or actual breach by it or the Supplier's Personnel of any Modern Slavery Laws in connection with this Contract.

20.2 The Supplier warrants to the Purchaser that:

- (a) neither the Supplier nor the Supplier's Personnel:
 - (i) have been convicted of any offences involving Modern Slavery; and
 - (ii) to the best of the Supplier's knowledge having made reasonable enquiries, have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offence or alleged offence of any Modern Slavery Laws; and
- (b) it conducts its business in a manner that complies with Modern Slavery Laws and minimises Modern Slavery risks in its operations and supply chains.

21. COMPLIANCE WITH THE SOCI ACT

21.1 The Supplier acknowledges and agrees that the Purchaser is the Responsible Entity for a Critical Electricity Asset.

21.2 The Supplier must:

- (a) comply, and must ensure that the Supplier's Personnel comply, with the SOCI Act to the extent that it applies to the Supplier or the Supplier's Personnel (as applicable) in relation to a Critical Electricity Asset;
- (b) provide, within the timeframes and in the form or format requested by the Purchaser, all reasonable support, cooperation or assistance (including the provision of any information or documents) requested by the Purchaser to enable or assist the Purchaser to:
 - (i) comply with the Purchaser's obligations and requirements under the SOCI Act; or
 - (ii) exercise, perform or otherwise discharge the Purchaser's rights, powers, functions or obligations under the SOCI Act;
- (c) only make a record of, use or disclose Protected Information for the purposes of performing the Supplier's obligations under this Contract (including disclosing Protected Information to the Purchaser);
- (d) immediately notify the Purchaser if the Supplier receives any notices, directions or requests under the SOCI Act, or is otherwise contacted directly by a governmental authority, in relation to a Critical Electricity Asset;
- (e) not correspond, communicate or otherwise engage with any governmental authority in relation to a Critical Electricity Asset, including in response to any contact from a governmental authority as contemplated in clause 21.2(d), without obtaining the Purchaser's prior written consent;
- (f) promptly notify the Purchaser if the Supplier becomes aware that any information previously provided to the Purchaser in accordance with this clause 21 is or has become incorrect or incomplete and provide such information as is required to ensure its correctness or completeness (as applicable);

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- (g) in performing the Supplier's obligations or exercising the Supplier's rights under this Contract, not do (or refrain from doing) or cause anything to be done (or refrained from being done) that would result in the Purchaser or the Supplier breaching the SOCI Act; and
- (h) ensure that the Supplier's Personnel comply with the obligations imposed on the Supplier under this clause 21 and the SOCI Act.
- 21.3 Without limiting the Supplier's obligations under clause 221.2, the Supplier must:
- (a) notify the Purchaser immediately after, and in any case within 9 hours of, the Supplier becoming aware that a Cyber Security Incident has occurred, is occurring or is imminent and that has had, is having or is likely to have an impact on:
- (i) the Supplier's performance of this Contract (including any of the Services to be performed by the Supplier); or
- (ii) a system or computer to which the Supplier has access and that forms part of or otherwise relates to a Critical Electricity Asset,
- specifying:
- (iii) the nature of the Cyber Security Incident; and
- (iv) any other information relating to the Cyber Security Incident that may be requested by the Purchaser; and
- (b) promptly provide any information or assistance requested by the Purchaser in relation to the Cyber Security Incident to enable or assist the Purchaser to:
- (i) investigate and respond to the Cyber Security Incident; and
- (ii) otherwise comply with the Purchaser's obligations under the SOCI Act relating to the Cyber Security Incident.
- 21.4 Without limiting the Supplier's obligations under clause 21.2, the Supplier must provide, within the timeframes and in the form or format requested by the Purchaser, all reasonable support, cooperation or assistance requested by the Purchaser to enable or assist the Purchaser to comply with the Purchaser's obligations and requirements under the SOCI Act relating to the Purchaser's Critical Infrastructure Risk Management Program, including:
- (a) providing (or procuring the provision of):
- (i) the personal details of, or other information relating to, the Supplier's Personnel who in the Purchaser's opinion (acting reasonably) are or would be Critical Workers in relation to a Critical Electricity Asset, for the purpose of undertaking a background check, identity verification, or otherwise to enable the Purchaser to comply with the Purchaser's Critical Infrastructure Risk Management Program; and
- (ii) a record, in a form acceptable to the Purchaser, of each Critical Worker's express consent for the Purchaser to use their personal details for the purposes set out in clause 21.4(a)(i); and
- (b) implementing or complying with any risk management or incident response processes or systems that the Purchaser notifies to the Supplier from time to time are necessary in connection with the Purchaser's Critical Infrastructure Risk Management Program or Incident Response Plan.
- 21.5 The Supplier releases the Purchaser from and against any claim arising out of the:
- (a) Purchaser's:
- (i) exercise of its rights under this clause 21;
- (ii) compliance with its obligations under the SOCI Act; and
- (b) Supplier's compliance with this clause 21.
- ### 22. NOTICES
- 22.1 A notice (and other documents) must be in writing, legible, in English and delivered in person, by email or by post.
- 22.2 A notice (and other documents) will 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.
- ### 23. GOVERNING LAW
- This Contract is governed by and construed with reference to the laws of the State of Tasmania.
- ### 24. 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.
- ### 25. WAIVER
- Failure by either party to enforce a term of this Contract will 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.
- ### 26. VARIATIONS
- 26.1 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**").
- 26.2 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.
- ### 27. DEFINITIONS

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Contract means this 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.

Critical Electricity Asset means the critical electricity assets, as defined in section 10 of the SOCI Act, owned or operated by the Purchaser.

Critical Infrastructure Risk Management Program has the meaning given in section 30AH of the SOCI Act.

Critical Worker has the meaning given in section 5 of the SOCI Act.

Cyber Security Incident has the meaning given in section 12M of the SOCI Act.

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 this Contract) as to be supplied by the Supplier, or any part thereof, as adjusted under this 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).

Incident Response Plan has the meaning given in section 30CJ of the SOCI Act.

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

Modern Slavery has the meaning given in the *Modern Slavery Act 2018* (Cth).

Modern Slavery Laws means any law, statute or regulation which prohibits exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct, and applicable or otherwise in force in the jurisdiction in which the Purchaser or the Supplier is registered or conducts business or in which activities relevant to this Contract are to be performed.

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.

Protected information has the meaning given in section 5 of the SOCI Act.

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>.

Relevant Impact has the meaning given in section 8G of the SOCI Act.

Required Standard means, in relation to the:

- (a) Services, the Services will be undertaken with due care and skill and in a sound and workman like manner;
- (b) Goods, the Good will be new, of merchantable quality and consistent with any samples provided by the Supplier; and
- (c) Goods and/or Services, the Goods and/or Services will be:
 - (i) fit for their intended purpose;
 - (ii) of a standard consistent with best industry practice;

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- (iii) in accordance with:
 - (A) all applicable laws and statutory requirements, codes, licenses and permits; and
 - (B) their description (including any specifications provided by the Purchaser);
- (iv) compliant with:
 - (A) all relevant standards of Standards Australia; and
 - (B) the Purchaser's Policies and Procedures; and
- (v) otherwise in accordance with this Contract.

Responsible Entity, for an asset, has the meaning given in section 12L of the SOCI Act.

Services means the services described in, or reasonably to be inferred from, the Purchase Order, as adjusted under this 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.

SOCI Act means the *Security of Critical Infrastructure Act 2018* (Cth) and any subordinate legislation.

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.

Supplier's Personnel means the officers, employees, secondees, agents, consultants, contractors and subcontractors of the Supplier.

Warranty Period means, in relation to the:

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

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.