

General Conditions of Contract for the Supply of Goods and Services

1. GENERAL

- (a) A Purchase Order (**PO**) which is not the subject of an existing or future supplier contract will be subject to these General Conditions of Contract (**GCs**). Where the PO is issued under the terms of an existing or future contract, the terms of the existing or future contract will prevail.
- (b) Any Special Conditions (**SCs**), where utilised, will take precedence over the terms of these GCs. SCs must be in writing and attached to or noted on the PO as '**Special Conditions**'.
- (c) These GCs do not prevent Vicinity Centres from entering into any arrangement or agreement with third parties for the provision of products or services equivalent or similar to the Products.

2. PERFORMANCE OF THE CONTRACT

- (a) You will deliver Products at the time and place specified in the PO. You will ensure that the Products supplied comply with all of these GCs, and any SCs attached to or noted in the PO.
- (b) You may only gain access to and enter and remain on any premises owned or managed by Vicinity Centres as directed by Vicinity Centres, at your own risk. You must ensure that the safety of tenants and any person whatsoever in the premises is not compromised in any way by the provision of Products under this agreement.

3. PROVISION OF GOODS AND SERVICES

- (a) All Goods supplied must be new, must strictly comply with the highest relevant commercially accepted standards, must be free from damage and defects in workmanship and materials, and must be fit for purpose. Vicinity Centres may reject Goods that are faulty or do not fully comply with these GCs. You must make good or replace these Goods at no additional cost to Vicinity Centres.
- (b) You warrant that you will render the Services to a high standard of professional care and skill by appropriately trained and qualified personnel.
- (c) Further, you warrant that any materials supplied in connection with the Services will be fit for purpose. If there is a defect in performance of the Services or they are incomplete, Vicinity Centres may, by notice, require that you remedy the defect in performance, complete the Services, or re-perform the Services at no additional cost to Vicinity Centres. You must comply with such a request within 30 days of receipt of Vicinity Centres' notice.
- (d) You accept responsibility for ensuring safety in connection with the Products save that Vicinity Centres is responsible for the general state of any premises owned or managed by it, and you warrant that you are aware of and have the capability and resources to comply with all Health and Safety Legislation and Standards Australia.

4. PRICE

- (a) The price noted in the PO is firm, subject to any SCs. Prices include customs duty (unless specifically exempt), packaging, marking, handling, freight and delivery (Free-in-Store), insurance and goods and services tax (**GST**) where you are registered for GST.

- (b) You will issue Vicinity Centres with a valid tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)*. You are entitled to recover from Vicinity Centre the amount of any GST payable on taxable supplies (within the meaning of the GST Act) provided under this PO.

5. PAYMENT OF ACCOUNTS

- (a) Vicinity Centres will pay you within 30 days of acceptance of the Product and upon receipt of a correctly rendered invoice, whichever is later. These terms may be varied where Vicinity Centres accept a discount offered by you for early payment. You may only invoice Vicinity Centres after all Products have been delivered or completed to Vicinity Centres' satisfaction.
- (b) If Vicinity Centres dispute an invoice, payment is suspended until the dispute is resolved and you must provide Vicinity Centres with any information or document Vicinity Centres requests in relation to the invoice or dispute. As well as any of Vicinity Centres' other rights, Vicinity Centres may deduct from the invoice any amount owed to Vicinity Centres by you (including under any indemnity).

6. CANCELLATION AND REJECTION

- (a) Vicinity Centres may cancel an order by written notice to you at any time prior to the supply of any Products or after the supply of any Products if such supply is not provided in accordance with these GCs.
- (b) Vicinity Centres may reject any Goods or Services which do not comply with the PO or these GCs. Where Products are rejected, you must, at Vicinity Centres' option within 5 days:
 - 1. replace, repair or re-supply the Products at your expense; or
 - 2. refund to Vicinity Centres any amount it paid for the rejected Products.

7. TERMINATION

Vicinity Centres may terminate the PO in whole or in part, effective immediately upon provision of notice to you, if you:

- (a) have not remedied a breach within the time specified in the notice of breach;
- (b) become, or in Vicinity Centres' reasonable opinion are likely to become, bankrupt or insolvent; or
- (c) in Vicinity Centres' opinion, are unable to complete the PO.

8. WARRANTIES

- (a) The Products will be covered by a warranty which commences on the day of delivery of the Products. The warranty must be valid for 90 days or the length of your (or manufacturer's, as the case may be) standard warranty period, whichever is the longer. Clauses 2 and 3 of these GCs apply to any work undertaken during the warranty period.
- (b) If, during the warranty period, any of the Products are found to be defective, Vicinity Centres may, at your cost:
 - 1. return the defective Goods;

2. reject the defective Products;
3. repair or make good the defect; or
4. require that you re-perform or make good the defective Services,

and you must, as applicable:

1. repair or replace the defective Goods;
2. re-perform or make good the defective Services; or
3. reimburse Vicinity Centres for any expenses incurred in repairing, re-performing, or making good (as the case may be) any defective Products.

9. ASSIGNMENT/SUBCONTRACTING

You must obtain Vicinity Centres' prior written approval to assign or subcontract the PO or any part thereof. Approval to assign or subcontract will not relieve you from any of your obligations under these GCs and any SCs, or impose any liability upon Vicinity Centres to an assignee or sub-contractor.

10. TITLE, ACCEPTANCE AND RISK

Title in the Goods will vest in Vicinity Centres when it accepts the Goods. The risk of any loss or damage to the Goods remains with you until delivery to and acceptance by Vicinity Centres. You warrant that you have complete ownership of the Goods free of any charges, liens or encumbrances and Vicinity Centres will receive clear and complete title to the Goods. Any intellectual property rights created from your performance of this contract vest in and are assigned to Vicinity Centres on creation.

11. COMPLIANCE WITH ALL LAWS

You must comply with, and ensure that your employees, subcontractors and agents comply with, any statute, ordinance, code of conduct, regulation or other law that is in any way applicable to these GCs or the provision of the Goods and/or Services under these GCs.

12. NOTICES

All notices, requests, variations, and other communications by either party are to be in writing and delivered promptly to the appropriate addresses stipulated in the PO (or, if there is a change of address as notified in writing from time to time). A document is deemed to have been received, in the case of a document given or served by:

- (a) post, on the third (or seventh, if posted to or from a place outside Australia) day following the day of posting;
- (b) hand, at the time of delivery; and
- (c) fax, at the time it is sent provided a transmission report indicating successful transmission is received by the sender.

13. INDEMNITY, RELEASE AND INSURANCE

- (a) You agree that you will at all times indemnify, release and hold harmless, Vicinity Centres, its officers, employees, agents, customers and related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) (**those indemnified**) against any and all loss (including but not limited to indirect or consequential economic loss), damage, additional expenses (including legal costs and expenses on a full indemnity basis), and liabilities reasonably incurred or suffered by those indemnified, caused by you, your officers, employees, agents, or sub-contractors in connection with this PO. Your indemnity will not apply in the event that the loss or liability is solely caused by an unlawful or negligent act by Vicinity Centres, its officers, employees, agents or related bodies corporate. Your indemnity is a continuing

obligation separate and independent from any other obligation and survives the expiry or termination of these GCs.

- (b) You must effect and maintain appropriate insurance policies, taking into account the Products you supply. You must provide Vicinity Centres with proof of your insurance upon request.

14. PRIVACY

You must comply with and ensure that your employees comply with all requirements set out in Privacy Laws and handle the collection, disclosure, storage and use of personal information in a manner consistent with the Australian Privacy Principles.

15. WAIVER

Failure by either party to enforce a provision of the PO or these GCs shall not be construed as in any way affecting its enforceability in any other instance, or the enforceability of the PO or these GCs as a whole.

16. USE OF CONFIDENTIAL INFORMATION

Except for purposes directly relevant to any PO or these GCs, you must not, without Vicinity Centres' prior written approval, make public or disclose any of Vicinity Centres' confidential information. Vicinity Centres may impose such terms and conditions as it believes appropriate on any approval.

17. APPLICABLE LAW

These GCs will be governed by and construed in accordance with the laws of Victoria.

18. RELATIONSHIP OF PARTIES

You deliver the Product as an independent contractor and the relationship between us is not and must not be taken to be a partnership, joint venture or employment relationship. Nothing in these GCs is to be taken as constituting you or your representatives as Vicinity Centres' representatives.

19. AMENDMENTS AND VARIATION

Changes to these GCs shall not be legally binding on either party unless agreed upon in writing and signed by both parties.

20. LIMITATION OF LIABILITY

If we hold the premises to which this agreement relates (if applicable) as trustee for a trust, responsible entity of a scheme or custodian and agent of a responsible entity or trustee, then Vicinity Centres enters into this agreement only in that capacity. A liability arising under or in connection with these GCs can only be enforced against Vicinity Centres to the extent to which Vicinity Centres is actually indemnified for the liability out of the property of the trust or scheme, as the case may be.

21. DEFINITIONS

'Goods' means the goods set out in the PO.

'Health and Safety Legislation' means all applicable occupational health and safety laws and related material.

'Privacy Laws' means the *Privacy Act 1988* (Cth), as amended from time to time, and all associated legislation and regulations.

'Products' means the Goods and/or Services and includes any deliverable resulting from a Service.

'Service' means Services set out in the PO.

'Standards Australia' means Standards Australia Limited (ACN 087 326 690).

'You' or 'your' means the supplier of Products set out in the PO.

Vicinity Centres means the entity or entities which issued the PO.