

IMPORTANT NOTICE:

The acceptance of this Purchase Order by the Supplier includes acceptance of the terms and conditions set out at [www.xxxxx](#) and excludes any form of terms and conditions appearing on any document of the Supplier. Unless Woolworths and the Supplier have executed a separate document that contains terms and conditions relating to the supply of Goods and/or Services, the terms and conditions found at [www.xxxxx](#) are the sole basis of the Supplier's supply of the Goods and/or Services. If Woolworths and the Supplier have executed (or execute) any other document that contains terms and conditions relating to the supply of the Goods and/or Services, then this Purchase Order will not apply to the extent of any inconsistency between this Purchase Order and that document.

The Purchase Order number must be quoted on all packing slips, advice notes, invoices and correspondence.

Purchase Order - Trading Terms

1. Supplies - The Supplier must provide the Goods and/or Services to Woolworths in accordance with this Purchase Order and the Relevant Law. The Supplier must provide the Goods and/or Services to the nominated sites within the delivery times set out on the front of this Purchase Order.

2. Stock Levels - The Supplier is responsible for its own stock levels. Woolworths is not obliged to purchase any excess stock.

3. Title and risk - The Goods become the property of Woolworths, and the risk of loss or damage to the Goods passes to Woolworths upon acceptance of the Goods. Acceptance of the Goods will occur after satisfactory installation and testing (for Goods that require installation and testing) or upon delivery of the Goods to the nominated site (for Goods that do not require installation and testing).

4. Rejected Goods - If there is a Fault in all or part of the Goods, then Woolworths may, irrespective of whether it has accepted and/or paid for the Goods, reject the Goods by giving written notice to the Supplier ("Rejection Notice"). If Woolworths gives the Supplier a Rejection Notice, then Woolworths may within 2 business days, in addition to any other rights it has under the Relevant Law, elect for the Supplier to (at the Supplier's cost) collect and replace or repair the rejected Goods, or to collect and refund all payments made by Woolworths for the rejected Goods and any compensation reasonably required by Woolworths for the replacement of the rejected Goods by another supplier.

5. Sub-contracting - The Supplier may not subcontract or otherwise arrange for all or any part of its obligations under this Purchase Order to be performed by any other person without the written consent of Woolworths. Irrespective of the Supplier entering into the subcontract, or the provisions in it, the Supplier is not discharged from any obligation or liability that it has to Woolworths under or arising from this Purchase Order. The Supplier remains liable to Woolworths for the acts, defaults and negligence of any subcontractor as fully as if they were the acts, defaults or negligence of the Supplier.

6. Warranties - The Supplier represents and warrants that it has full capacity, and all necessary licences, approvals, permits and consent comply with this Purchase Order. In respect of Goods, the Supplier warrants that the Goods are of good quality, fit for purpose and free from defects and omissions in material, design or workmanship and are unused and free from any charge or encumbrance and comply with all Relevant Laws. In respect of Services, the Supplier warrants that it will perform the Services with due care and skill and in accordance with industry best practice and in compliance with all Relevant Laws. The Supplier also warrants that the Goods and Services and their use will not infringe the Intellectual Property Rights of any third party.

7. Woolworths Policies - The Supplier will ensure that it and all its subcontractors comply with all Woolworths policies, Work Health and Safety requirements, security arrangements, requirements and restrictions notified to the Supplier in writing, from time to time, including those policies set out at [www.wowcontractor.com.au](#) and [www.wowlink.com.au](#)

8. Treatment of Confidential Information - Each party acknowledges that the Confidential Information of the other party is valuable to the other party. Each party undertakes to keep the Confidential Information of the other party secret and to protect and preserve the confidential nature and secrecy of the Confidential Information of the other party.

9. Woolworths Intellectual Property - All Intellectual Property Rights in any materials provided by Woolworths to the Supplier are either licensed to or are the property of Woolworths, and this Purchase Order does not convey to the Supplier any right, title or interest in them. The Supplier's only right with respect to Woolworth's Intellectual Property is the right to use the Intellectual Property to provide the Goods and/or Services in accordance with this Purchase Order. If the Supplier creates any material which contains or was created using any Woolworths Intellectual Property ("Created Material") then, the Supplier assigns all of the Intellectual Property Rights in the Created Material to Woolworths. This assignment operates as an assignment of future Intellectual Property Rights to the extent that the Created Materials are not in existence at the date of this Purchase Order and will deliver any or all of the Created Material to Woolworths if requested, and delete all copies in the Supplier's possession or control.

10. Invoicing and Payment - The Supplier must invoice Woolworths for Goods, upon delivery of the Goods and for Services, upon completion of the performance of the Services. Woolworths will pay each correctly rendered Tax Invoice within sixty (60) days of the end of the calendar month in which it receives that invoice, unless otherwise agreed or required by Relevant Law. Woolworths may set off any amount owing to it from the Supplier from amounts payable by Woolworths to the Supplier. Subject to clause 11, the charges are fixed and no other amounts are payable by Woolworths to the Supplier under this Purchase Order.

11. GST - Woolworths must pay to the Supplier an amount equivalent to the GST when it is required to pay a Tax Invoice under clause 10. If the Supplier is required to pay any GST on any supply made by Woolworths to the Supplier, the Supplier must within 14 days after receiving a Tax Invoice, pay to Woolworths an amount equivalent to that GST.

12. Indemnity - The Supplier indemnifies the Woolworths Group and its representatives, against all losses, damages, liabilities, claims and expenses (including legal costs) incurred by the Woolworths Group and its representatives, arising out of or in connection with any death or injury to persons, and any loss or damage to the real or personal property of the Woolworths Group or a third party, caused by any act or omission of the Supplier or its representatives; and any infringement of the Intellectual Property rights of Woolworths or of any third party and any breach of clause 8 by the Supplier or its representatives.

13. Insurance policies - The Supplier must maintain at its own cost, comprehensive insurance policies in relation to any liability arising out of this Purchase Order (including where relevant, workers compensation, product liability, professional indemnity and public liability) and ensure that its subcontractors have sufficient insurance for the services they will perform in relation to this Purchase Order.

14. Variation and Termination - Woolworths may vary or cancel this Purchase Order at any time before it has been accepted by the Supplier. Woolworths may vary or cancel this Purchase Order immediately if the Supplier is insolvent, or if any of its representations or warranties is at any time inaccurate or untrue or if the Supplier breaches its obligations under this Purchase Order. Upon termination for any reason, Woolworths must pay the Supplier all amounts that are due and owing to the Supplier up to the termination date, but not any other amounts that would or may be payable if this Purchase Order had continued.

15. Notices - All notices and other communications in connection with this Purchase Order must be in writing, signed by the sender or its authorised representative and sent by post, facsimile or email to the address set out on the front of this Purchase Order. Notices are deemed to take effect from the earlier of the time received, or 3 days after posting (within Australia) or the time shown in the transmission report as the time that the whole fax was sent.

16. Assignment - The Supplier must not assign, transfer, novate, encumber or otherwise deal with all or part of its rights or obligations under this Purchase Order without Woolworths' prior written consent.

17. Governing law - This Purchase Order is governed by the law in force in the place specified on the front of this Purchase Order as the place of business of Woolworths, provided that if that place is not New South Wales, New Zealand or Hong Kong, then New South Wales is to be the place. Each party submits to the non-exclusive jurisdiction of the courts of that place.

17.1. No relationship - Nothing in this Purchase Order will be taken to constitute the Supplier as an employee, agent, partner or joint venturer of Woolworths nor is the Supplier authorised to incur any obligation on behalf of Woolworths.

18. Definitions

Fault means any defect, fault, impairment in or damage to the Goods and/or Services that results or may result in non-compliance with the requirements of Woolworths or any Relevant Laws.

Goods means the goods (including packaging and labelling) set out in this Purchase Order.

GST has the meaning it has in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999, or any replacement Act.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Relevant Law means any statute, ordinance, code or other law including regulations under them and any code of practice, membership rules or standards issued by relevant regulators or industry bodies, whether not having the force of law, applicable to this Purchase Order, the Confidential Information, the provision of the Goods and/or Services and any other obligations performed under this Purchase Order.

Services means the services set out on the front of this Purchase Order, and any ancillary services.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the net income of Woolworths.

Tax Invoice has the meaning given to it in the GST Act.

Woolworths means any relevant member of the Woolworths Group, including the member issuing this Purchase Order.

Woolworths Group means Woolworths Group Limited and its subsidiaries.

Woolworths Intellectual Property means all Intellectual Property Rights owned by the Woolworths Group.