

1 Formation of Purchase Order Contract

- 1.1 Subject to clause [1.2](#) and [1.4](#), if DBM Vircon issues a Purchase Order to the Supplier, it constitutes an offer by DBM Vircon to engage the Supplier to supply the Goods and/or Services on the terms of these Purchase Order Terms, and the supply, the Purchase Order, the Scope, together with these Purchase Order Terms form the Purchase Order Contract.
- 1.2 Any terms and conditions supplied with the Goods and/or Services by the Supplier (*including as printed on consignment notes or other documents*), will be of no legal effect and will not form part of the Purchase Order Contract.
- 1.3 A Purchase Order Contract for the supply of the Goods and/or Services is formed between DBM Vircon and the Supplier when the Supplier:
 - (a) communicates to DBM Vircon in a way that confirms or implies acceptance; or
 - (b) the Supplier supplies, or begins to supply, the Goods and/or Services.
- 1.4 If there is an existing signed contract between the parties for the supply of the Goods and/or Services (*including any master or umbrella type contract agreed between the parties*), the parties acknowledge and agree that the terms and conditions of that contract prevail to the extent of any inconsistency with the terms and conditions of the Purchase Order Contract.
- 1.5 Where the Purchase Order Contract references a Prime Agreement, the Supplier agrees to be bound by all relevant terms of this Prime Agreement. A copy of this Prime Agreement shall be made available to the Supplier on written request to DBM Vircon. If the Supplier finds any ambiguity, discrepancy or inconsistency between the Purchase Order Contract and the Prime Agreement documents, it shall promptly notify DBM Vircon in writing and DBM Vircon shall direct the interpretation to be followed. Any necessary correction will not void the Purchase Order Contract.

2 Issuing Purchase Orders

- 2.1 Upon entering into a Purchase Order Contract, the Supplier must supply to DBM Vircon the Goods and/or Services in accordance with the terms and conditions of the Purchase Order Contract, including these Purchase Order Terms.
- 2.2 DBM Vircon is not liable to the Supplier for any costs, payments or losses whether at law, in equity or otherwise, for which a valid Purchase Order has not been issued by DBM Vircon.
- 2.3 The Supplier acknowledges and agrees that the Purchase Order Contract does not confer any exclusive rights to the Supplier to provide the Goods and/or Services to DBM Vircon during the Term.

3 Term

- 3.1 The Purchase Order Contract commences at the time and date when clause [1.3](#) is satisfied and continues until the later of:
 - (a) completion by the Supplier of all of its obligations under the Purchase Order Contract; or
 - (b) the date that the Purchase Order Contract is terminated in accordance with clause [19](#).

4 Representations and Warranties

- 4.1 The Supplier represents, warrants and agrees that:
 - (a) it has the right to sell the Goods and/or Services to DBM Vircon;
 - (b) the Goods and/or the Services will be supplied in an efficient and diligent manner in accordance with all applicable laws, regulations, codes and standards;
 - (c) the Goods and/or Services supplied will match the description referred to in the Purchase Order Contract and be free of encumbrances, liens and reservation of title;
 - (d) it has (and will maintain) all permits and/or licenses necessary to perform its obligations under the Purchase Order Contract;
 - (e) it and its Personnel will supply the Goods and/or Services in a good, proper and workmanlike manner and will exercise the standard of care, skill, judgment and diligence reasonably expected of a contractor experienced in the supply of the same or similar Goods and/or Services;
 - (f) it will deliver the Goods and/or Services by the Delivery Date;
 - (g) time is of the essence for the completion and delivery of the Goods and/or Services;
 - (h) no conflict of interest exists or is likely to arise as a result of the supply of the Goods and/or Services;
 - (i) it will obtain for the benefit of DBM Vircon all usual manufacturers', suppliers' and any other applicable third-party warranties in respect of any Goods, together with any other warranties required by DBM Vircon;

- (j) the Goods will be of merchantable quality, new (unless otherwise specified) and free from any defect, fault or omission; and
- (k) the Goods and/or Services will be fit for DBM Vircon's purposes as made known (*expressly or impliedly*) to the Supplier.

- 4.2 DBM Vircon gives no representation or warranty as to the completeness or accuracy of any information provided to the Supplier in connection with the Purchase Order Contract or its performance.

5 Delivery Requirements

- 5.1 The Supplier must supply the Goods and/or Services to the Delivery Address by the Delivery Date in accordance with the Purchase Order Contract or as DBM Vircon may otherwise authorise or direct.
- 5.2 The Supplier is responsible for packing, forwarding, protecting and transporting the Goods to the Delivery Address in accordance with all applicable laws.

6 Inspection, Testing and Acceptance

- 6.1 The Supplier will be liable for all costs up to and including the Goods' acceptance by DBM Vircon at the Delivery Address.
- 6.2 DBM Vircon may inspect and test the Goods upon arrival at the Delivery Address. Where any Goods do not pass DBM Vircon tests or inspections, DBM Vircon may, in its sole discretion, at the Supplier's cost and risk:
 - (a) reject the Goods and require the Supplier to promptly resupply the Goods; or
 - (b) require the Supplier to modify the Goods as acceptable to DBM Vircon.
- 6.3 DBM Vircon's acceptance of Goods is without prejudice to any of its rights under the Purchase Order Contract.

7 Title and Risk

- 7.1 Title to the Goods will pass to DBM Vircon on the earlier of when the Goods are paid for or upon completion of testing, inspection and acceptance of the Goods by DBM Vircon.
- 7.2 Risk in the Goods will pass to DBM Vircon upon completion of testing, inspection and acceptance or when DBM Vircon directs so.

8 Defects

- 8.1 If at any time prior to the end of the Defects Correction Period, DBM Vircon becomes aware that any Defective Goods and/or Services, DBM Vircon may direct the Supplier to, at the Supplier's cost, rectify, replace or re-supply the Defective Goods and/or Services so that the Defective Goods and/or Services are made good.
- 8.2 If the Supplier fails to comply with a direction given under clause [8.1](#), DBM Vircon may have the Defective Goods and/or Services rectified, replaced or re-supplied by itself or a third party so that the Defective Goods and/or Services are made good and the cost of doing so will be a debt due and payable from the Supplier to DBM Vircon.
- 8.3 If DBM Vircon submits a direction under clause [8.1](#), the Defects Correction Period for the Defective Goods and/or Services will recommence on the date that the relevant Defective Goods and/or Services are corrected.
- 8.4 The remedies provided in this clause do not exclude any other remedies provided by law.

9 Information and Documentation

- 9.1 The Supplier must ensure that any documentation supplied with the Goods and/or Services is suitable, accurate, comprehensive, complete and compliant with all laws, relevant standards, and quality assurance requirements in the Purchase Order Contract. The provision of all required documentation is a condition precedent to payment and all costs associated with providing the documentation are deemed to have been included in the Price.
- 9.2 If there is an error, ambiguity or inadequacy in the documentation supplied with the Goods and/or Services, the Supplier must rectify that documentation. No additional amount will be paid to the Supplier for any change to the documentation which is necessary as a consequence of that error, ambiguity or inadequacy.

10 Price

- 10.1 The Price for the Goods and/or Services will be as specified in the Purchase Order and will be deemed to include all Taxes (*excluding Indirect Taxes*).
- 10.2 Unless otherwise stated in the Purchase Order Contract, the Price shall be fixed and not subject to any adjustment, including but not limited to fluctuations in the cost of labour, materials, packing, testing, plant, insurance, transport or exchange rates.

11 Payment and Invoicing

- 11.1 In respect of Goods, the Supplier shall invoice DBM Vircon for the Goods on or at any time after the Goods have been properly supplied to DBM Vircon. In respect of Services, the Supplier shall invoice DBM Vircon for

- the Services properly performed upon completion of the Services, or if the Services are not completed within one month, monthly for the portion of the Services performed during the previous calendar month.
- 11.2 Invoices must:
- quote the Purchase Order number associated with the Purchase Order Contract;
 - contain a description of the Goods and/or Services supplied;
 - be in the form of a valid Tax Invoice (*as applicable*);
 - contain any applicable rate and amount of Indirect Taxes (*as a separate line item in the invoice*);
 - where required, be substantiated by DBM Vircon-approved timesheets and any other certification or supporting documentation as DBM Vircon may reasonably require; and
 - be in any other form as otherwise directed or required by DBM Vircon.
- 11.3 Subject to this clause [11](#), DBM Vircon will pay the amount set out in the invoice to the Supplier within the period stated in the relevant Purchase Order and, if no period is stated, within 30 days of receipt of invoice.
- 11.4 Any expenses incurred by the Supplier in supplying the Goods or performing the Services will not be reimbursed by DBM Vircon unless agreed in writing prior to the expenditure, and for which proof of expenditure has been provided. Unless agreed in writing otherwise, approved expenses will be paid at cost with no mark up.
- 11.5 Any payment of monies by DBM Vircon to the Supplier under clause [11.2](#) is not:
- evidence that the Goods and/or Services comply with the Purchase Order Contract;
 - an admission of liability; or
 - approval by DBM Vircon of the Supplier's performance or compliance with the Purchase Order Contract.
- 11.6 DBM Vircon specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to DBM Vircon from the Supplier.
- ## 12 Taxes
- 12.1 If the Supplier is liable to pay, collect or remit any Indirect Taxes on the Goods and/or Services, DBM Vircon will pay to the Supplier such additional amount on submission of a Tax Invoice.
- 12.2 Any reference in the Purchase Order Contract to:
- a cost, expense or other pecuniary liability incurred by a party; or
 - the calculation of consideration or of any indemnity or reimbursement obligation to a cost,
 - must exclude the amount of any Input Tax Credit entitlement of that party in relation to that cost.
- 12.3 It is the responsibility of the Supplier to take all necessary actions to ensure that both itself and DBM Vircon qualify for any exemptions, credits, set-offs, or deductions related to Indirect Taxes.
- 12.4 If a party is lawfully obligated to make a deduction or withholding from a payment to the other party for or on account of any Taxes, the paying party may make that deduction or withholding and will not be liable to pay to the other party any such amount deducted or withheld.
- ## 13 Variations
- 13.1 At any time before supply of the Goods and/or Services, DBM Vircon may direct the Supplier, in writing or by issuing an amended Purchase Order, to perform a Variation and the Supplier must, subject to clause [13.2](#), perform that Variation.
- 13.2 The Supplier must not commence work on a Variation and will not be entitled to payment for a Variation unless and until:
- it has notified DBM Vircon in writing if the Variation will result in a change to the Price;
 - DBM Vircon has agreed to the revised Price, if any; and
 - it has received a direction in writing or in the form of an amended Purchase Order from DBM Vircon to perform a Variation.
- 13.3 No Variations shall invalidate the Purchase Order Contract. A claim for any Variation by the Supplier is not a valid reason to suspend or cease supply Goods and/or Services, or fail to follow instructions from DBM Vircon.
- ## 14 Intellectual Property
- 14.1 All Intellectual Property in any material produced by the Supplier under the Purchase Order Contract will vest in DBM Vircon upon creation. The Supplier immediately assigns or transfers all Intellectual Property and ownership of such material to DBM Vircon.
- 14.2 DBM Vircon grants to the Supplier a royalty free and non-transferable licence to use the material in clause [14.1](#) for the purpose of performing the Purchase Order Contract during the Term.
- 14.3 DBM Vircon acknowledges that clause [14.1](#) does not affect the Intellectual Property in any pre-existing material proprietary to the Supplier which is incorporated into the Goods and/or Services or any supporting materials. In such circumstances, the Supplier will grant or procure for DBM Vircon a royalty free, perpetual and irrevocable licence to use such pre-existing Intellectual Property to receive the benefit of the Goods and/or Services.
- 14.4 The Supplier shall indemnify and hold harmless DBM Vircon against any liability, loss or damage suffered or incurred as a consequence of a claim by a third party that their Intellectual Property rights have been infringed by any Intellectual Property supplied by the Supplier.
- ## 15 Confidentiality
- 15.1 The Supplier acknowledges that DBM Vircon's Confidential Information is, and remains, DBM Vircon's property. The Supplier must keep DBM Vircon's Confidential Information strictly confidential and must not without DBM Vircon's prior consent:
- use or reproduce any of DBM Vircon's Confidential Information otherwise than in performing or giving effect to this Purchase Order Contract; or
 - disclose any of DBM Vircon's Confidential Information to any person except,
 - the Supplier's Personnel who need to know it for the purposes of providing the Goods and/or Services;
 - if required by law or any government authority or by the listing rules of any stock exchange provided that it is lawful and reasonably practical to do so; or
 - if required in connection with legal proceedings relating to this Purchase Order Contract.
- ## 16 Compliance with Laws
- 16.1 The Supplier must comply with and ensure its Personnel comply with all laws from time to time in force including in the state, territory or other jurisdictions in which any part of the Purchase Order Contract is to be carried out and all laws and policies relevant to the provision of the Goods and/or Services under the Purchase Order.
- 16.2 The Supplier must obtain and maintain, at the Supplier's expense, any necessary licences for the supply of Goods and/or performance of Services in accordance with the Purchase Order Contract unless otherwise agreed in writing.
- 16.3 The Supplier must supply DBM Vircon with all information in connection with the Goods and/or Services and provide any assistance that may be necessary to enable DBM Vircon to comply with any law or regulation and obtain any licence which DBM Vircon may be required to obtain.
- ## 17 Insurance
- 17.1 The Supplier must (*at its own cost*), before commencing the supply of Goods and/or Services, effect and maintain adequate insurance cover sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the Goods and/or Services, including:
- general liability/public and products liability insurance;
 - worker's compensation and/or employer's liability insurance;
 - if the Purchase Order Contract requires the Supplier to provide professional advice or services, professional liability insurance;
 - if the Purchase Order Contract requires the Supplier to use or provide for use of motor vehicles, motor vehicle insurance;
 - if the Purchase Order Contract requires the Supplier to be responsible for transport of property owned by DBM Vircon or its Affiliates, goods in transit (*carrier*) insurance covering all liabilities for loss or damage to such property; and
 - any other insurance required by laws in the jurisdiction in which the Goods and/or Services are being provided or as reasonably directed by DBM Vircon.
- 17.2 The Supplier must provide the following coverage endorsements for each category of insurance noted in clause [17.1](#) except in the case of the insurances in clauses [17.1\(b\)](#) and [17.1\(c\)](#):
- include DBM Vircon as an additional insured;
 - include a cross liability clause, noting that no "insured-versus insured" exclusion exists and each party comprising the insured will be considered a separate entity, and the insurance applies as if a separate policy has been issued to each party;
 - waive all express or implied rights of subrogation against DBM Vircon, unless prohibited by law; and
 - provide that a breach of a condition or term of insurance by one insured will not adversely affect the cover provided to another insured under the policy.
- 17.3 Prior to commencing supply of the Goods and/or Services, the Supplier

- must provide DBM Vircon with a certificate of currency for all required policies in clause [17.1](#), and otherwise at any time upon request. The Supplier must notify DBM Vircon prior to lapse or cancellation of any such policies.
- 17.4 The Supplier must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the policies of insurance.
- 17.5 The insurances contemplated by this clause [17](#) are primary and not secondary to the indemnities referred to in this Purchase Order Contract.
- ## 18 Suspension
- 18.1 DBM Vircon may, at any time by written notice, suspend all, or part, of the Purchase Order Contract for any reason whatsoever. Upon receipt of a notice of suspension, the Supplier will cease work in accordance with the directions in the notice. The Supplier must promptly (*and in any event within 5 days*) recommence the work under the Purchase Order Contract upon being directed to do so by DBM Vircon.
- 18.2 The Supplier will not be entitled to payment by DBM Vircon for any costs it may incur as a result of any suspension under clause [18.1](#).
- ## 19 Termination
- 19.1 DBM Vircon may immediately terminate the Purchase Order Contract in whole or in part by written notice in the event of a substantial breach by the Supplier of any of the Purchase Order Terms which is not remedied within 7 days of DBM Vircon notifying the Supplier in writing of any such breach.
- 19.2 Either party may immediately terminate the Purchase Order Contract by written notice if an Insolvency Event occurs in relation to the other party.
- 19.3 Notwithstanding any other provisions of the Purchase Order Contract, DBM Vircon may terminate the Purchase Order Contract by giving 14 days written notice to the Supplier.
- 19.4 Upon receiving a notice of termination from DBM Vircon, the Supplier must immediately cease providing the Goods and/or performing the Services and comply with DBM Vircon's directions.
- 19.5 Where DBM Vircon terminates the Purchase Order Contract under this clause [19](#), subject to DBM Vircon's other rights under the Purchase Order Contract (*including its right to withhold or set-off payment and to recover damages*), DBM Vircon will pay the Supplier the value of the proportion of the Goods provided and/or the Services performed in accordance with the Purchase Order Contract up to the date of termination which have not been paid for. DBM Vircon will not be liable for any other costs, expenses, losses or liabilities suffered by the Supplier in connection with termination of the Purchase Order Contract.
- 19.6 Termination of the Purchase Order Contract does not affect any accrued rights or remedies of a party.
- ## 20 Indemnity
- 20.1 The Supplier must indemnify and hold harmless DBM Vircon against:
- any liability, loss, damage or claim suffered or incurred by DBM Vircon in connection with any wrongful act or omission by the Supplier, including any breach of contract (*including any breach of this Purchase Order Contract*), tort (*including negligence*) or breach of any statutory duty or equitable duty; and
 - any liability, loss or damage suffered or incurred in connection with any claim by a third party against DBM Vircon arising in connection with the Supplier's performance of this Purchase Order Contract.
- 20.2 The indemnity in clause [20.1](#) shall be reduced proportionately to the extent that the liability, loss, damage or claim was caused by the negligent acts or omissions of DBM Vircon or DBM Vircon's Personnel.
- ## 21 Anti-bribery and Corruption
- 21.1 The Supplier represents, warrants and undertakes to DBM Vircon that it and its Personnel:
- have not offered, given or agreed to give and shall not during the Term offer, give or agree to give to any person any bribe with the object of obtaining a business advantage; and
 - will not engage in any activity which would constitute an offence under any applicable anti-bribery or corruption laws, including but not limited to the Criminal Code Act 1995 (Cth), United States Foreign Corrupt Practices Act of 1977, the United Kingdom's bribery Act 2010 and Canada's Corruption of Public Officials Act.
- 21.2 The Supplier shall indemnify and hold harmless DBM Vircon and Personnel from and against any claims, actions or proceedings of any nature that DBM Vircon suffers or incurs arising in connection with the Supplier's breach of any representation, warranty or other obligation in clause [21.1](#).
- ## 22 Modern Slavery
- 22.1 The Supplier must ensure that it and its Personnel comply with Modern Slavery Laws and do all things required or necessary to mitigate or reduce risks of Modern Slavery within the Supplier's operations or supply chain.
- 22.2 The Supplier warrants and represents that it (*and its directors and/or employees*) have not been convicted of any offence involving Modern Slavery and are not the subject of any investigation, inquiry or enforcement proceedings by any governmental or regulatory body regarding any offence or alleged offence of any Modern Slavery Laws.
- 22.3 The Supplier must notify DBM Vircon immediately in writing if it becomes aware or has reason to believe that it, its Personnel or any other participants in its supply chain in connection with this Purchase Order Contract have breached, or potentially breached, any Modern Slavery Laws.
- ## 23 Privacy and Data Security
- 23.1 The Supplier must comply, with all applicable laws, regulations and codes dealing with privacy or obligations in relation to any Personal Information collected, used, disclosed and stored in relation to the Purchase Order Contract.
- 23.2 The Supplier must implement and maintain appropriate technical and organisational measures to secure DBM Vircon's Confidential Information and Personal Information.
- 23.3 The Supplier must promptly report to DBM Vircon any unauthorised access, disclosure, loss or destruction of Confidential Information or Personal Information, or any data security breach of systems used in relation to the Purchase Order Contract that may impact security of DBM Vircon's Confidential Information or Personal Information. The Supplier must mitigate, to the extent possible, impacts of such disclosure or access and must cooperate with DBM Vircon in providing any notices to individuals or investigations into the incident. The Supplier must reimburse DBM Vircon for costs incurred by DBM Vircon in responding to, and mitigating damages caused by, any such data breaches.
- ## 24 Dispute Resolution
- 24.1 If a dispute arises out of or in connection with the Purchase Order Contract, then a party may give a notice of dispute to the other party. If the parties are unable to resolve the dispute within 30 days of the receipt of the notice of dispute then either party may commence legal proceedings to resolve the dispute.
- 24.2 Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under the Purchase Order Contract.
- 24.3 Nothing in this clause prevents a party from seeking urgent relief in a court of competent jurisdiction.
- ## 25 Force Majeure
- 25.1 Neither party will be liable to the other party for any delay or failure to fulfil obligations to the extent that such delay or failure arises from any significant and unforeseen events or circumstances that are beyond the first-mentioned party's control including fire, floods, terrorism, strikes, lock out, war, riot, epidemic, pandemic, or any governmental act or regulation, except that such event or circumstance does not relieve a party from liability for an obligation which arose before the occurrence of that event.
- ## 26 Governing Law
- 26.1 The Purchase Order Contract is to be construed according to the laws of the country and state or territory of the address specified for DBM Vircon in the Purchase Order and the parties submit to the non-exclusive jurisdiction of the courts of that state or territory.
- ## 27 General
- 27.1 Any notices, approvals, consents, and other communications in connection with the Purchase Order Contract must be in English and in writing and be either hand delivered or sent by prepaid post or email to a party's address set out in the Purchase Order. Any notice given by the Supplier in relation to a dispute, breach or termination of the Purchase Order Contract must be copied to commercial@dbmvircon.com.
- 27.2 The Supplier must not subcontract its obligations under the Purchase Order Contract without DBM Vircon's prior written consent.
- 27.3 The Supplier's rights and obligations under the Purchase Order Contract may not be assigned or novated without DBM Vircon's prior written consent. DBM Vircon may assign or transfer any of its rights or obligations under this Purchase Order Contract to an Affiliate.
- 27.4 During the Term, if the Supplier experiences a change of control (*for*

example, through a stock or share purchase or sale, merger, or other form of corporate transaction), then the Supplier must give written notice to DBM Vircon within 30 days after the change of control.

- 27.5 The Supplier must not, without DBM Vircon's prior written permission, make any statement concerning the Purchase Order Contract to any media, or in any publication, media release or advertisement.
- 27.6 The Supplier is an independent contractor. Nothing in the Purchase Order Contract gives rise to a relationship of employment, agency, partnership or joint venture between the parties.
- 27.7 A failure or delay by a party in exercising any right, power or remedy under the Purchase Order Contract does not operate as a waiver of that right, power or remedy.
- 27.8 Any part of the Purchase Order Contract which is unenforceable may be severed from the Purchase Order Contract and the remaining provisions will continue in force. Invalidity of any provision of the Purchase Order Contract does not affect the validity of any other provision, except to the extent made necessary by the invalidity.
- 27.9 The clauses in these Purchase Order Terms that by their nature should remain in force on expiry or termination of this Purchase Order Contract do so, including clauses [14](#), [15](#), [17](#), [19](#), [20](#), [21.2](#), [23](#), [24](#), [26](#), [27](#), and [28](#).

28 Definitions

In these Purchase Order Terms (*unless the context otherwise requires*), the following terms have the corresponding meanings:

Affiliate means any business entity or other form of enterprise, which controls, is controlled by, or is under common control with, a party.

Confidential Information means, in respect of a party, the terms of the Purchase Order Contract, all information provided by that party to the other under the Purchase Order Contract, any information that concerns the business, operations, finances, plans or customers of that party (*or that party's Affiliates*) which is disclosed to, or otherwise acquired by, the other party and which is, by its nature, confidential or the receiving party knows, or ought to know, is confidential.

DBM Vircon means the DBM Vircon entity specified in the Purchase Order.

Defects Correction Period means the period of time which will run from:

- (a) in respect of Goods, the date on which the Goods are delivered to the Delivery Address; or
- (b) in respect of Services, the date on which provision of the Services is completed,

to the period identified as such in the Purchase Order Contract or, where such period is not identified, a period of 1 year or the minimum period required by any applicable law, whichever is the latest.

Defective Goods and/or Services means:

- (a) any aspect of the Goods and/or Services which are not in accordance with the Purchase Order Contract; or
- (b) defect, deficiency, damage, omission, fault, non-conformity or failure in the Goods and/or Services.

Delivery Address means the place identified in the Purchase Order as the place that the Goods are to be delivered to.

Delivery Date means the date or dates for delivery of the Goods and performance of the Services as specified in the Purchase Order Contract or as otherwise notified by DBM Vircon.

Goods means all of the goods to be supplied by the Supplier as set out in the Purchase Order and the relevant Scope, and includes the documentation supplied with those goods, variations and incidental work that can be reasonably inferred as necessary to satisfy the Purchase Order Contract.

Indirect Taxes means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

Input Tax Credit means any entitlement to a credit for, or offset against, reduction in or refund of, Indirect Taxes, in relation to any acquisition or the receipt of any Goods and/or Services.

Insolvency Event means, with respect to a party, that such party has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar person charged with the reorganisation or liquidation of it or for all, or substantially all, of its assets.

Intellectual Property means all intellectual and industrial property rights, including patents, patent applications, copyright, trademarks, designs, design rights, specifications, processes, methods of working, know-how, technical data, databases, formulae, inventions, improvements, logos, rights of confidential information, and similar industrial or intellectual property rights, including any application or right to apply for registration of any of these rights.

Modern Slavery means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt

bondage, human trafficking, forced or servile marriage, the sale and exploitation of children and other slavery-like exploitation as prohibited or defined as a modern slavery offence under anti-slavery and human trafficking laws, statutes and codes from time to time in force.

Modern Slavery Laws means all applicable laws relating to Modern Slavery or similar matters.

Personal Information means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, addresses, telephone numbers, government-issued identification numbers or other identifying numbers, and any financial identifiers.

Personnel means the officers, employees, agents, contractors and consultants of each party and in the case of the Supplier, includes its subcontractors and any employees of those subcontractors.

Price means the price, rates or fees specified as such in the Purchase Order for the Goods and/or Services.

Prime Agreement means the head contract or main agreement between DBM Vircon and its client pursuant to which the Supplier has been engaged to provide Goods and/or Services, including all plans, drawings and specifications.

Purchase Order Terms means these purchase order terms and conditions.

Purchase Order means a purchase order issued by DBM Vircon to the Supplier to order any goods and/or services in a form suitable to DBM Vircon in its absolute discretion.

Purchase Order Contract has the meaning given in clause [1.1](#).

Services means all of the services to be performed by the Supplier as set out in the Purchase Order and the relevant Scope, and includes the documentation supplied with those services, variations and incidental work that can be reasonably inferred as necessary to satisfy the Purchase Order Contract.

Scope means, the scope of goods and/or services that particularise what the Goods and/or Services are and what they include, along with all codes, standards, drawings and specifications applicable to the Purchase Order Contract, referred to in the Purchase Order Contract or otherwise incorporated into the Purchase Order Contract by reference and to be complied with by the Supplier.

Supplier means the party responsible for providing the Goods and/or performing the Services, as identified in the Purchase Order.

Tax Invoice means an invoice in a form that is valid under any applicable law of the jurisdiction in which a liability to pay Indirect Taxes is imposed, claimed, levied or assessed, which is required in order to claim Input Tax Credits.

Taxes means all taxes, fees, withholdings, imposts, tariffs, levies, duties or other charges of any nature, including but not limited to Indirect Taxes, federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (*real or personal*), capital, profits, gains, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties that are imposed, claimed, levied or assessed by any applicable authority or otherwise payable, on or in respect of the Goods and/or Services.

Term has the meaning given in clause [3](#).

Variation means an increase, decrease or omission of any part of the Goods and/or Services, a change in character or quality of any part of the Goods and/or Services, a change in Price or a change to the Delivery Address, delivery mode or Delivery Date.