

**GREENE FIRE**  
**UNIT 2 7-11 PARRAWEENA ROAD, TAREN POINT 2229, AUSTRALIA**  
**TERMS AND CONDITIONS OF PURCHASE**

**1. Entire Agreement**

- (a) These Terms and Conditions apply to ordered goods and/or services (**the Deliverables**) purchased by the Greene Fire group of companies (being Greene Fire Group Pty Limited ACN 122 435 081 or Greene Fire Pty Limited ACN 642 292 993 or Greene Fire Manufacturing Pty Limited ACN 642 327 526) (collectively, **Greene Fire**) from a **Supplier**.
- (b) Unless otherwise agreed in writing, these Terms & Conditions override any previous agreements, arrangements, representations, or communications, and are accepted by the Supplier when fulfilling the order.

**2. Price**

- (a) Unless otherwise agreed in writing, the total price for the Deliverables is the Price set out in the order.
- (b) The Price is fixed and is inclusive of all costs for supplying the Deliverables unless the parties have agreed to unit costs or as stated otherwise.

**3. Payment**

- (a) Payment Terms are 30 days from the end of the month following submission of a valid Tax Invoice (quoting the order number) and providing the Deliverables have been supplied.
- (b) If Greene Fire disputes the amount of a valid Tax Invoice, it will pay the undisputed amount in accordance with clause 3(a) and the parties must deal with the disputed amount in accordance with clause 20.
- (c) The Supplier may be entitled to progress payments in respect to the supply of the Deliverables, but only by written agreement between the parties.

**4. Supply of Deliverables**

- (a) Greene Fire gives no representations for the supply of a minimum volume of Deliverables.
- (b) The Supplier must supply the Deliverables:
- (i) With due care, skill and diligence reasonably expected of a competent provider of similar Deliverables.
  - (ii) In compliance with best industry practice and the reasonable directions of Greene Fire; and
  - (iii) In accordance with any manufacturer's guidelines and specifications.

**5. Variations**

Greene Fire may vary the terms of the order, by providing written notice to the Supplier. If the Supplier believes the variation will impact the Delivery Details or Price, the Supplier will advise Greene Fire and await further written approval before proceeding with the Variation.

**6. Delivery**

- (a) The Supplier must supply the Deliverables in accordance with the Delivery Details.
- (b) Greene Fire has right of refusal or cancellation for any goods or services not delivered in accordance with any Delivery Details or clause 4.
- (c) Any goods must be suitably packed to avoid damage.

**7. Communication**

The parties agree to communicate any issues arising in relation to performance under the order(s), providing reasonable time to remedy.

**8. Occupational Health and Safety and Environment**

- (a) The Supplier must ensure that the Supplier's representatives attending or working on any Greene Fire or Greene Fire client site will:
- (i) Complete an induction prior to commencing any works onsite.
  - (ii) Prepare a risk assessment document for the scheduled works prior to commencement, if the works are outside of Supplier accepted and documented work processes.
  - (iii) Comply with all applicable Laws relating to Occupational Health and Safety or Workplace Health and Safety as well as any site security, safety, health and environmental requirements; and
  - (iv) Wear the required Personal Protective Equipment, commensurate with the level of risk on site.
- (b) The Supplier must ensure that all plant and equipment on site is properly maintained and serviced and complies with all relevant laws.

**9. Purchaser or Third-Party Property**

- (a) Any plant, equipment, or other property provided by Greene Fire or a third-party to the Supplier remains the property of Greene Fire or the third-party.
- (b) The Supplier must use any such property efficiently, without waste, and in accordance with the manufacturers or hirer's specifications or guidelines for use. The Supplier indemnifies Greene Fire against any claims arising from its use.
- (c) The Supplier agrees not to allow any unauthorised person or entity to use, borrow, access or operate any plant or equipment provided by Greene Fire or a third-party, and indemnifies Greene Fire against any claims arising from such unauthorised use.

**10. Site Conditions**

- (a) The Supplier must undertake due diligence on the expected and possible physical and weather conditions at the Greene Fire or Greene Fire client site that could affect performance and accepts responsibility for unforeseen site conditions.
- (b) Conditions that differ substantially from those reasonably expected by a competent and prudent supplier, may entitle the Supplier to seek a Variation under clause 5. Approval or otherwise is completely the discretion of Greene Fire.

**11. Title and Risk**

- (a) Title in any Deliverables passes to Greene Fire on delivery or payment (whichever is the earlier).
- (b) Delivery or payment does not infer quality acceptance of the Deliverables.
- (c) Greene Fire reserves the right to inspect and test, where practicable, goods and services whilst in the course of being produced, installed, or rendered including at the premises of the Supplier.

**12. Warranty**

- (a) The Supplier warrants that the Deliverables:
- (i) Meet all legislative requirements.
  - (ii) Comply with any mandatory Regulations or Australian Standards.
  - (iii) Do not infringe the Intellectual Property rights of any third person.

(iv) Are new (unless otherwise specified).

(v) Are free of any encumbrances.

(vi) Comply with the Deliverables description.

(vii) Carry all consumer guarantees, terms and conditions that Greene Fire would be entitled to if it were a "consumer" within the meaning of the *Competition and Consumer Act 2010* (C'th).

(viii) Confer the benefits of any third-party manufacturer warranty to Greene Fire.

**13. Defective Deliverables**

- (a) If at any time during the period of a manufacturer's warranty, or otherwise 12 months after delivery, performance, or installation, Greene Fire becomes aware of any Defect (including but not limited to defective design, performance or inferior quality or workmanship) in the Deliverables, it may, without prejudice to any other right or remedy available, reject the Deliverables and provide notice for the Supplier to:
- (i) Refund any payments made by Greene Fire in respect of any Defective Deliverables including the costs of returning goods to the Supplier; or
  - (ii) Re-perform, repair or make good any Defective Deliverables (and in which case this clause 13 will re-apply to such items from the date of repair or replacement); or
  - (iii) Reimburse, or agree to set-off in Greene Fires favour, any expenses it incurs in performing, making good or re-acquiring (including by others) any Defective Deliverables.

**14. Insurance**

- (a) The Supplier must always carry during the term of the order all insurance required by law.
- (b) The Supplier will provide any specific insurance coverage set out in the Purchase Order.
- (c) If requested by Greene Fire, the Supplier must immediately provide certificates of currency for its insurance policies.
- (d) Unless otherwise agreed, the Supplier must have Public Liability insurance for \$20 million.

**15. Indemnity**

- (a) The Supplier is liable for and must indemnify Greene Fire and its representatives against any loss or damages suffered or incurred by the Purchaser in connection with:
- (i) The Deliverables
  - (ii) A breach of these Terms and Conditions.
  - (iii) Damage to property.
  - (iv) The death or injury of any person; or
  - (v) Any clean-up costs directly or indirectly caused by the Supplier.

**16. Subcontracting and assignment**

- (a) The Supplier must not assign, transfer or subcontract the whole or part of an order except with the prior written consent of Greene Fire.
- (b) Where Greene Fire consents to a subcontracting arrangement, the Supplier:
- (i) Must ensure any subcontractor complies with the Supplier's obligations under this agreement; and
  - (ii) Will remain liable to Greene Fire for any act or omission, default, or negligence of any subcontractor as if it were the act, omission, default or negligence of the Supplier.

**17. Intellectual Property**

- (a) The parties agree that any design, materials, documents, and methods of working developed for the purpose of this agreement are Intellectual Property rights belonging to the creator unless otherwise agreed in writing.
- (b) Each party warrants that any other designs, materials, documents, and methods of working provided by one party to the other party, shall not infringe any other Intellectual Property right.
- (c) Each party shall indemnify the other party against such respective infringements outlined at clause 17(b).

**18. Termination**

- (a) Greene Fire may terminate an order at any time by written notice.
- (b) On termination or expiry of an order:
- (i) The accrued rights and remedies of each party are not affected.
  - (ii) The Supplier must stop working on any incomplete or undelivered Deliverables.
  - (iii) If requested by Greene Fire, deliver to it all completed Deliverables which conform in quality to the order; and
  - (iv) The Supplier's sole and exclusive right in respect of the termination is limited to the payment of the price for any Deliverables which have been completed and delivered in accordance with the order.

**19. Delay**

- (a) Where an event outside the control of either party prevents or delays performance, the order may be suspended for as long as the delay continues.
- (b) The party becoming aware of the delay must notify the other party in writing as soon as possible, providing an estimate of the likely delay. All steps to resolve or abate the delay must be taken by the Supplier.
- (c) Greene Fire reserves the right to terminate an order for prolonged delay, entirely at its discretion.

**20. Dispute Resolution**

- (a) In event of a dispute, the parties will attempt to negotiate in good faith within 14 days of receiving a written notice of dispute. Failing a resolution, the dispute must be referred to the party's respective management who will seek to immediately resolve the dispute. If the dispute cannot be resolved, either party may request the appointment of a mediator.
- (b) If mediation fails, either party may issue formal proceedings.
- (c) Notwithstanding the dispute, the Supplier will still conform to any outstanding Deliverables required by Greene Fire.

**21. Other Requirements**

- (a) The Supplier will conform with all relevant Modern Slavery Legislation in force at the time.
- (b) Both parties will conduct themselves in good faith.
- (c) The law of NSW Australia governs this Purchase Order.