

Snowy Hydro Limited Purchase Order General Conditions

1. APPLICATION

- 1.1. By accepting the Purchase Order, the Vendor is bound by the terms of that Purchase Order, these Purchase Order General Conditions and any Special Conditions applicable under **clause 1.6** (together the **Purchase Contract**), unless the Vendor has notified Snowy Hydro that it is unable to comply with such terms prior to taking any steps in fulfilment of the Purchase Order and different terms and conditions have been agreed by Snowy Hydro in writing.
- 1.2. Notwithstanding anything to the contrary in the Purchase Contract, if the Purchase Order is issued under and pursuant to an existing contract between the Vendor and Snowy Hydro and such contract's contract number is specified on the Purchase Order, the terms and conditions of that contract will apply and the remainder of these Purchase Order General Conditions will not apply to the Purchase Order.
- 1.3. Subject to **clauses 1.4 to 1.6** (inclusive), if the Purchase Order is for:
 - (a) the supply of Goods, **clauses 3 to 5** do not form part of the Purchase Contract.
 - (b) the provision of Services, **clauses 2, 4 and 5** do not form part of the Purchase Contract.
 - (c) undertaking Minor Works, **clauses 2, 3 and 5** do not form part of the Purchase Contract.
- 1.4. If a Purchase Order is for a combination of any of the supply of Goods, the provision of Services and/or undertaking Minor Works, then the Purchase Contract consists of the relevant clauses for each category of supply nominated in **clause 1.3**.
- 1.5. If a Purchase Order is for Periodic Orders, **clause 5** also forms part of the Purchase Contract in addition to the other relevant clauses for the relevant category or categories of supply.
- 1.6. If any Special Conditions are provided by Snowy Hydro to the Vendor with the Purchase Order then those Special Conditions also form part of the Purchase Contract.

2. PURCHASE ORDER FOR GOODS

2.1. Supply of the Goods

- 2.1.1. The Vendor must supply the Goods to Snowy Hydro in accordance with the Purchase Contract.
- 2.1.2. Subject to **clause 2.1.4**, if the Purchase Order specifies that the Vendor is responsible and liable for the delivery of the Goods to Snowy Hydro, the Vendor must:
 - (a) deliver the Goods to the Delivery Location by the date and time specified in the Purchase Order; and
 - (b) bear all costs and risk associated with the delivery of the Goods to Snowy Hydro including the cost of insuring the Goods for transport and delivery.
- 2.1.3. If the Purchase Order does not specify that the Vendor is responsible for the delivery of the Goods to Snowy Hydro, the Vendor must make the Goods available for Snowy Hydro to collect at the Delivery Location or an agreed location.
- 2.1.4. If the Purchase Order also specifies a freight carrier in the 'Freight' field:
 - (a) the Vendor must use that freight carrier to deliver the Goods to the Delivery Location;
 - (b) subject to **clause 2.1.4(c)**, Snowy Hydro agrees to pay the reasonable, direct and documented freight charges actually incurred in relation to the delivery of the Goods directly to that freight carrier and **clause 2.1.2(b)** will not apply;
 - (c) unless otherwise agreed in writing with Snowy Hydro, Snowy Hydro will not pay delivery or freight charges for partial delivery of the Goods; and
 - (d) other than in accordance with **clause 2.1.4(b)**, the Vendor remains responsible and liable for the delivery of the Goods to Snowy Hydro.

2.2. General obligations of the Vendor – supply of Goods

- 2.2.1. The Vendor must:
 - (a) ensure that the Goods are suitably labelled, packed and prepared for delivery and are delivered with a packing list in English. That packing must protect the Goods from damage and corrosion during delivery;
 - (b) not charge Snowy Hydro for any wrapping, packing, cartons or crating without the prior written consent of Snowy Hydro;

- (c) ensure that the Goods include any applicable manufacturer's warranty and must ensure that Snowy Hydro is either entitled to the benefit of and to directly claim under any such warranty or that the Vendor must claim on that warranty when directed to do so by Snowy Hydro;
- (d) bear the cost of any import and export duties and customs duties and charges in relation to the Goods and shall be responsible for clearance of the Goods through customs; and
- (e) ensure that all tax invoices, delivery dockets and correspondence clearly show the relevant Purchase Order number, contract number (if applicable) and shipment number.

2.3. Inspection, testing and acceptance of the Goods

- 2.3.1. Snowy Hydro must inspect and test the Goods within 28 calendar days after the delivery to (or collection of the Goods by) Snowy Hydro.
- 2.3.2. If, as a result of inspecting the Goods under **clause 2.3.1**, Snowy Hydro reasonably determines that some or all of the Goods do not meet the requirements of the Purchase Contract ("**Defective Goods**"), Snowy Hydro will promptly notify the Vendor in writing of the Defective Goods and hold the Defective Goods for the Vendor's instructions and at the Vendor's cost and risk for a period not exceeding 28 calendar days.
- 2.3.3. If the Vendor's instructions are not received within that 28 calendar day period, Snowy Hydro may return the Defective Goods to the Vendor's premises at the Vendor's cost and risk.
- 2.3.4. Snowy Hydro will not be liable to pay the Vendor for any Defective Goods.
- 2.3.5. If Snowy Hydro fails to notify the Vendor where the Goods do not meet the relevant requirements in accordance with **clause 2.3.2** within 28 calendar days after the delivery to (or collection of the Goods by) Snowy Hydro, Snowy Hydro is deemed to have accepted the Goods.
- 2.3.6. Signing of a delivery docket or any other document or form provided with the Goods at the time of delivery or collection by or on behalf of Snowy Hydro does not constitute acceptance of the Goods by Snowy Hydro and is without prejudice to this **clause 2.3**. Any such signed documents only constitute acknowledgement of the number of packages or cartons delivered to, or collected by, Snowy Hydro.

2.4. Title and risk

- 2.4.1. Title in the Goods passes from the Vendor to Snowy Hydro upon delivery of the Goods to Snowy Hydro or collection of the Goods by Snowy Hydro (in each case in accordance with the Purchase Contract), as the case may be.
- 2.4.2. Risk in the Goods passes from the Vendor to Snowy Hydro upon acceptance of the Goods by Snowy Hydro pursuant to **clause 2.3.5**.

3. PURCHASE ORDER FOR SERVICES

3.1. General obligations of the Vendor – provision of Services

The Vendor must provide the Services:

- (a) in accordance with the Purchase Contract;
- (b) in compliance with all applicable laws and in a proper and professional manner in accordance with generally accepted industry standards, practices and codes of conduct; and
- (c) without doing anything that may directly or indirectly impair (or be likely to impair) the good name and reputation of Snowy Hydro or its business.

3.2. Defective Services

- 3.2.1. If Snowy Hydro reasonably forms the view that the Services do not comply with the Purchase Contract, whether in whole or in part ("**Defective Services**"), Snowy Hydro may within 28 calendar days after receipt of the relevant Defective Services issue a notice to the Vendor in writing.
- 3.2.2. If Snowy Hydro issues a notice under **clause 3.2.1**, the Vendor must promptly and at its own cost and risk, resupply the Defective Services.
- 3.2.3. Snowy Hydro is not liable to pay the Vendor for any Defective Services but will for the avoidance of doubt be required to pay for any Services resupplied in accordance with **clause 3.2.2** to the extent that they comply with the requirements of the Purchase Contract.
- 3.2.4. If Snowy Hydro does not issue a notice under **clause 3.2.1** within the time period specified in that clause, it will be deemed to have accepted the Services performed for the purposes of **clause 12.1**.

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4. PURCHASE ORDER FOR MINOR WORKS

4.1. Undertaking Minor Works

- 4.1.1. The Vendor must perform the Minor Works in accordance with the Purchase Contract and complete those works by any date for completion identified in the Purchase Order.
- 4.1.2. If the works described in the Purchase Order do not meet the definition of Minor Works, the Vendor must not undertake the works, Snowy Hydro is not liable to pay for such works and the Vendor must notify Snowy Hydro immediately after becoming aware that those works do not meet the definition of Minor Works.

4.2. Defective Works

- 4.2.1. If Snowy Hydro reasonably forms the view that the Minor Works do not comply with the Purchase Contract, whether in whole or in part ("**Defective Works**"), Snowy Hydro may within 6 months after completion of the Minor Works issue a notice to the Vendor in writing:
 - (a) identifying the aspect of the Minor Works that do not comply;
 - (b) directing the Vendor to rectify the Defective Works; and
 - (c) specifying a time and date by which the Vendor must rectify the Defective Works.
- 4.2.2. If Snowy Hydro issues a notice under **clause 4.2.1**, the Vendor must promptly at its own cost and risk comply with the requirements of that notice.
- 4.2.3. If the Vendor fails to comply with a notice issued under **clause 4.2.1**, Snowy Hydro may have the relevant works remedied and/or completed by a third party and recover the cost of doing so from the Vendor as a debt due and payable.
- 4.2.4. Snowy Hydro's rights under this **clause 4.2** are without prejudice to any other rights it may have against the Vendor in connection with the Minor Works, any Defective Works or otherwise under or in connection with the Purchase Contract.
- 4.2.5. If Snowy Hydro does not issue a notice under **clause 4.2.1** within the time period specified in that clause, it will be deemed to have accepted the Services for the purposes of **clause 12.1**.

5. PERIODIC ORDERS

- 5.1. If Snowy Hydro directs the Vendor to supply Goods, perform Services and/or undertake Minor Works, the Vendor must:
 - (a) supply, perform or undertake them (as applicable) in accordance with the Purchase Contract;
 - (b) provide written notice to Snowy Hydro confirming the supply; and
 - (c) include in that notice all details that Snowy Hydro may reasonably require to enable Snowy Hydro to verify the supply.
- 5.2. Snowy Hydro does not make any representation in relation to making, or in any way bind itself to provide, any directions to the Vendor to supply any Goods, provide any Services and/or undertake any Minor Works under the Purchase Contract. Nothing in or arising out of the Purchase Contract gives rise to any express or implied obligation on the part of Snowy Hydro to provide such a direction or any right of the Vendor to be the sole or exclusive provider of the relevant Goods, Services and/or Minor Works to Snowy Hydro.

6. SITE ACCESS

- 6.1. Snowy Hydro must give the Vendor sufficient access to the relevant part of any Snowy Hydro site identified by Snowy Hydro to allow the Vendor to undertake the Minor Works or provide the Services. If the Vendor believes at any time that it has not been provided with such access it must notify Snowy Hydro immediately.
- 6.2. While present on a Snowy Hydro site for any reason, the Vendor must comply with:
 - (a) Snowy Hydro's policies and procedures as notified to it by Snowy Hydro and updated from time to time, including Snowy Hydro's Life Saving Rules; and
 - (b) all directions given by Snowy Hydro, including directions in relation to safety or the protection of the environment.
- 6.3. Snowy Hydro may, in its sole and absolute discretion, have any employee, representative or subcontractor of the Vendor removed from a Snowy Hydro site if Snowy Hydro forms the view that the person is incompetent, negligent, guilty of misconduct or has failed to follow any Snowy Hydro policy, procedure or direction.

7. INDEMNITY

- 7.1. The Vendor must indemnify Snowy Hydro on demand against all losses, damages, liabilities, claims and expenses (including legal costs) incurred by Snowy Hydro arising directly or indirectly as a result of or in connection with:
 - (a) any death, sickness or personal injury of or to any person; or
 - (b) any loss or damage to Snowy Hydro's or a third party's real or personal property,

in each case to the extent caused by, arising out of, or in connection with:

- (c) the performance of the Vendor's obligations under the Purchase Contract; or
- (d) any breach of contract, negligent act or omission, recklessness or wilful misconduct on the part of the Vendor or any party for which the Vendor is responsible.
- 7.2. The indemnity in **clause 7.1** is reduced proportionally to the extent that Snowy Hydro, its officers, employees, subcontractors, agents or representatives has contributed to such death, sickness or personal injury or any such loss or damage to property suffered.

8. LIABILITY

- 8.1. Subject to **clause 8.4**, the Vendor's aggregate liability to Snowy Hydro in respect of events, acts or omissions arising out of or in connection with the Purchase Contract is limited to the greater of the Liability Amount and the total amount payable by Snowy Hydro under the Purchase Contract.
- 8.2. Subject to **clause 8.4**, Snowy Hydro's aggregate liability to the Vendor in respect of events, acts or omissions arising out of or in connection with the Purchase Contract is limited to the greater of the Liability Amount and the total amount payable by Snowy Hydro under the Purchase Contract.
- 8.3. Subject to **clause 8.4**, neither party shall have any liability to the other for cost of capital, costs of financing, loss of business opportunities or goodwill, loss of use or production, loss of profit, business, contracts, revenues or anticipated savings, or loss of future contracts, or any financial or economic loss in each case whether direct or indirect whether or not foreseeable at the date upon which the Vendor accepted the Purchase Order and whether such liability is based in contract, indemnity, warranty, tort (including negligence of any kind), equity, strict liability or otherwise.
- 8.4. **Clauses 8.1 to 8.3** do not apply to limit or exclude any liability which may arise under any of **clauses 7.1, 9 or 12** in respect of which the Vendor is required to obtain insurance pursuant to the Purchase Contract. If the Vendor is required to obtain insurance in respect of a liability pursuant to the Purchase Contract then the Vendor's aggregate liability to Snowy Hydro in respect of that liability is limited to the required value of the relevant insurance pursuant to the Purchase Contract.

9. INTELLECTUAL PROPERTY

- 9.1. The Vendor must ensure that all Intellectual Property rights comprised in or required to enable Snowy Hydro to use the Goods, Services and/or Minor Works for Snowy Hydro's purpose, to modify, adapt and/or receive the Goods, Services and/or Minor Works or to receive or obtain the benefit of the performance of the Vendor's obligations under the Purchase Contract (other than those vested in Snowy Hydro) are licensed to Snowy Hydro.
- 9.2. Any licence referred to in **clause 9.1** must be granted on the basis that it is non-exclusive, world-wide, perpetual (and, to avoid doubt, survives termination or expiration of the Purchase Contract), irrevocable, royalty free, transferrable and includes (without limitation) a right to sub-licence and for a sub- licensee to grant further sub-licences.
- 9.3. The Vendor must indemnify Snowy Hydro on demand against all losses, damages, liabilities, claims and expenses (including legal costs) incurred by Snowy Hydro arising directly or indirectly as a result of or in connection with:
 - (a) any breach by the Vendor of its obligations under this **clause 9**; and
 - (b) any claim by any party that anything done by the Vendor in connection with the performance of its obligations under the Purchase Contract, or any part or the whole of the Goods, Services and/or Minor Works or Snowy Hydro's sale or use thereof, infringes or may infringe the Intellectual Property rights or Moral Rights of any party.

10. WARRANTIES

The Vendor must ensure, and represents and warrants to Snowy Hydro, that:

- (a) the Goods, Services and/or Minor Works comply with all applicable laws and with any specifications or requirements specified in the Purchase Contract or advised by Snowy Hydro prior to the date on which the Vendor accepted the Purchase Order;
- (b) the Goods and/or Minor Works are of merchantable quality and free from defects in material and workmanship;
- (c) the Goods, Services and/or Minor Works are new, fit for the purpose for which goods, services and works (as applicable) of the same kind are commonly supplied and fit for any other purpose made known to the Vendor by Snowy Hydro (expressly or otherwise) prior to the date on which the Vendor accepted the Purchase Order;
- (d) no part or the whole of the Goods, Services and/or Minor Works, or Snowy Hydro's sale or use thereof, infringes upon any patent, trade mark, copyright or other Intellectual Property right or Moral Right of any third party.
- (e) in entering into and performing its obligations under the Purchase Contract it has not been, and will not be, in breach of any law or any obligation owed to a third party;
- (f) the Vendor and all of its employees, representatives and subcontractors hold and will continue to hold all such licences, permits, registrations and certifications as required by law to provide the Goods, Services and/or Minor Works;
- (g) the Purchase Contract and the Vendor's obligations thereunder are valid and legally binding on it; and
- (h) it has the necessary skills, experience, qualifications, resources, technology and know-how to provide the Goods, Services and/or Minor Works.

11. TERMINATION

- 11.1. A party ("Party A") may terminate the Purchase Contract by written notice to the other party ("Party B") if:
 - (a) Party B breaches the requirements of the Purchase Contract and does not remedy that breach within seven (7) calendar days after being provided notice of the breach by Party A; or
 - (b) any limit on Party B's liabilities under **clause 8** is reached and Party B does not agree to increase the relevant limit on its liability within seven (7) calendar days after being requested to do so by Party A.
- 11.2. Snowy Hydro may terminate the Purchase Contract in its sole and absolute discretion at any time by giving not less than fourteen (14) calendar days' prior written notice to the Vendor.
- 11.3. If the Purchase Contract is terminated, the Vendor must immediately cease the manufacture, packaging and/or delivery of all or part of any Goods, cease the provision of any Services and stop undertaking any Minor Works.
- 11.4. If a Purchase Contract is terminated pursuant to this **clause 11**:
 - (a) Snowy Hydro must reimburse the Vendor for the reasonable, direct and documented costs actually incurred for:
 - (i) any work or services performed by the Vendor pursuant to and in accordance with its obligations and which were due and payable under the Purchase Contract prior to the date of the notice of termination but not any other amounts that would or may have been payable if the Purchase Contract had continued; and
 - (ii) terminating any contractual arrangement with a third party that was entered into for the purposes of the Purchase Contract; and
 - (b) the Vendor must refund or credit to Snowy Hydro any amount paid by Snowy Hydro to the Vendor prior to the termination in respect of the Goods and/or Services and/or Minor Works (as the case may be) to which the Purchase Contract relates.

12. PAYMENT

- 12.1. For each supply of Goods, provision of Services accepted by Snowy Hydro in accordance with **clauses 2.3 or 3.2.4** and/or undertaking of Minor Works completed by Vendor in accordance with **clause 4.1.1**, as applicable, the Vendor may submit a claim for payment to Snowy Hydro in the form of a tax invoice. The amount claimed for payment must not exceed the total amount which is due and payable to the Vendor by Snowy Hydro pursuant to the Purchase Contract.
- 12.2. Each tax invoice submitted by the Vendor to Snowy Hydro must show:
 - (a) the Purchase Order number (and contract number if applicable) to which the tax invoice relates;

- (b) Snowy Hydro's ABN and address;
- (c) the words "tax invoice" where GST is applicable to any of the Goods and/or Services and/or Minor Works being supplied, provided or undertaken (as applicable);
- (d) the Vendor's name and ABN;
- (e) if Goods were supplied: a breakdown of the type of Goods supplied; the quantity of those Goods; the price per Good; and the total cost for the provision of all Goods to which the tax invoice relates;
- (f) if Services were provided: a description of the Services provided and the total cost of the Services to which the tax invoice relates; and
- (g) if Minor Works were undertaken: a description of the Minor Works undertaken and completed and the total cost of the Minor Works to which the tax invoice relates.

12.3. The tax invoice must be submitted to: Accounts Payable Officer, PO Box 332, Cooma NSW 2630 or by email to ap@snowyhydro.com.au.

12.4. Snowy Hydro must pay the Vendor the amount to which the Vendor is entitled under the Purchase Contract within 30 calendar days after receipt of the tax invoice for each accepted supply of Goods or Services and/or completed Minor Works to which that tax invoice relates, unless Snowy Hydro has rejected the tax invoice in writing, with reasons.

12.5. Any payment made by Snowy Hydro is without prejudice to Snowy Hydro's rights, including Snowy Hydro's rights in relation to Defective Goods, Defective Services and/or Defective Works and the right to demand a refund of any amount paid in error.

13. GOODS AND SERVICES TAX

- 13.1. Unless otherwise expressly stated, any amounts payable for a supply made under the Purchase Contract are exclusive of GST.
- 13.2. Subject to the Vendor providing a valid tax invoice, Snowy Hydro will pay any GST payable in respect of the supply, in addition to the amounts payable by Snowy Hydro under the Purchase Contract.

14. MISCELLANEOUS

- 14.1. If there is any ambiguity or inconsistency between these Purchase Order General Conditions, any Special Conditions, the Purchase Order and the Vendor's tax invoice or other trading terms, whether past, present or future, the following order of precedence will apply to the extent of the ambiguity or inconsistency:
 - (a) Special Conditions (if any);
 - (b) Purchase Order General Conditions;
 - (c) Purchase Order; then
 - (d) the Vendor's tax invoice or other trading terms.
- If the Vendor identifies any ambiguity or inconsistency within the Purchase Contract or its application to the Goods, Services, Minor Works and/or combination thereof to be supplied by the Vendor, the Vendor must notify Snowy Hydro promptly. Snow Hydro will direct the Vendor as to how to resolve the ambiguity or inconsistency and the Vendor must comply with that direction.
- 14.2. The Vendor must maintain and take all reasonable steps to maintain Snow Hydro's Confidential Information in strictest confidence, use that Confidential Information solely for the purpose of supplying the Goods and/or providing the Services and/or undertaking the Minor Works (as the case may be) to or for Snowy Hydro and if requested in writing by Snowy Hydro to do so, must securely return to Snowy Hydro all Confidential Information within 14 calendar days after being requested to do so, as well as removing and/or destroying all Confidential Information retained by the Vendor.
- 14.3. Both parties must ensure that the collection, use, disclosure or transfer of Personal Information in the course of performing the Purchase Contract complies with all applicable laws, rules and regulations in Australia, including the *Privacy Act 1988* (Cth).
- 14.4. The Vendor must not directly or indirectly make use of any Intellectual Property of Snowy Hydro, except with the prior written consent and for the benefit of Snowy Hydro.
- 14.5. The Vendor must not, without the prior written approval of Snowy Hydro, subcontract all or any part of its obligations under the Purchase Contract. Where that approval is granted, the Vendor is liable for the acts or omissions of its subcontractors arising out of or in connection with the Purchase Contract as if they were acts or omissions of the Vendor.

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- 14.6. The Vendor must, at its own cost, maintain Public Liability Insurance for at least \$10,000,000 and Worker's Compensation Insurance for all employees, representatives and contractors of the Vendor unless alternative insurance has been agreed, in writing, by Snowy Hydro (including by specifying any alternative insurance arrangement in the Purchase Order).
- 14.7. If any dispute arises between the parties in relation to or in connection with the Purchase Contract, the parties agree to nominate an appropriately authorised individual to attempt to resolve the dispute by negotiation. If the dispute is not resolved within 14 calendar days after the dispute being notified to the other party, the parties may resort to other methods of dispute resolution. This **clause 14.7** does not prevent a party from seeking a declaration, injunction, order for specific performance or urgent interlocutory relief from a court of competent jurisdiction without complying with the requirement to attempt to resolve the dispute by negotiation where, in that party's reasonable opinion, that action is necessary to protect that party's rights.
- 14.8. Nothing in the Purchase Contract is intended to create a partnership, joint venture or agency relationship between Snowy Hydro and the Vendor. The Vendor acknowledges that it has no authority to bind Snowy Hydro.
- 14.9. The Purchase Order may only be varied by agreement between the parties in writing.
- 14.10. Neither party may assign its rights, benefits and interests in the Purchase Contract without the written approval of the other party, which must not be unreasonably withheld or delayed.
- 14.11. The Purchase Contract is subject to the laws in force in New South Wales. Notwithstanding any provision to the contrary in the Purchase Contract, the parties agree that the provisions of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention) do not apply to the Purchase Contract or the supply of Goods, performance of the Services or undertaking of the Minor Works.
- 14.12. The Vendor must not, and must ensure that its representatives (including its employees, officers, agents, subcontractors and related corporate entities) do not make any public disclosures, announcements or statements in relation to the supply of Goods, the provision of Services or the undertaking of Minor Works (as relevant), without Snowy Hydro's prior written consent and if such disclosure, announcement or statement is required as a matter of law, such consent will not be unreasonably withheld or delayed.
- 14.13. **Clauses 1, 7, 8, 9, 11, 12, 13 and 14** survive termination and expiration of the Purchase Contract.

15. DEFINITIONS AND INTERPRETATION

- 15.1. In these Terms and Conditions:

"Confidential Information" means, in relation to Snowy Hydro, information of every kind that is marked "confidential", is by its nature confidential, or which the Vendor knows or ought to know is confidential, that in any way relates to the Services, the Goods, the Minor Works, the Purchase Contract or Snowy Hydro, whether in oral, documentary, visual or any other form, that is disclosed by Snowy Hydro or any representative of Snowy Hydro or comes to the knowledge of the Vendor in the course of supplying the Goods and/or providing the Services and/or undertaking the Minor Works;

"Delivery Location" means the delivery location specified in the Purchase Order.

"Goods" means the goods (if any) specified in the Purchase Order;

"Intellectual Property" means all rights, titles and interests, including the right to apply for registration, wherever subsisting throughout the world and whether registered or not, in and to: copyright, author's rights (including moral rights), neighbouring rights, rights for the protection of contents of databases, the protection of circuit layouts, rights of topography, designs, inventions, patents, utility models, trade marks and any right contemplated by a treaty, convention or instrument administered by or under the auspices of the World Intellectual Property Organisation;

"Liability Amount" has the meaning given in the Special Conditions, if any.

"Life Saving Rules" means the Snowy Hydro business rules entitled "Life Saving Rules" published at all Snowy Hydro sites, and available from your Purchasing Officer or on Snowy Hydro's public website at: <https://www.snowyhydro.com.au/home/contractor-portal/policies-procedures/>;

"Minor Works" means physical works with a total cost of less than **\$50,000**, and which do not meet the definition of "High Risk Construction Work" in the *Work Health and Safety Regulation 2011* (Cth);

"Moral Rights" has the meaning given in the *Copyright Act 1968* (Cth).

"Periodic Orders" means an order for Goods, Services and/or Minor Works which the Purchase Order specifies is a field release order.

"Personal Information" has the same meaning as in the *Privacy Act 1988* (Cth).

"Purchase Contract" has the meaning given in **clause 1**.

"Purchase Order" means an order for Goods and/or Services and/or Minor Works, as the case may be, which may be issued by Snowy Hydro to the Vendor in any form under **clauses 2, 3 or 4** which may include: a description of the Goods and/or Services and/or Minor Works required, the total amount to be paid by Snowy Hydro and if the Purchase Order is for the supply of Goods, whether or not the Vendor will be responsible and liable for the delivery of the Goods;

"Purchase Order General Conditions" means these Snowy Hydro Limited Purchase Order General Conditions as updated from time to time and made available on Snowy Hydro's website or, by request, through a Snowy Hydro representative.

"Services" means the services required by Snowy Hydro (if any) as specified in the Purchase Order;

"Snowy Hydro" means Snowy Hydro Limited ABN 17 090 574 431; and

"Special Conditions" means any special conditions provided by Snowy Hydro to the Vendor with the Purchase Order.

"Vendor" means the vendor identified in the Purchase Order who is responsible for the supply of the Goods and/or provision of Services to Snowy Hydro and/or undertaking of Minor Works for Snowy Hydro.

- 15.2. In the Purchase Contract, headings are for convenience only and do not affect interpretation and, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to the Purchase Contract or to any other deed, agreement, contract, document or instrument includes a reference to the Purchase Contract or such other deed, agreement, contract, document or instrument as amended, novated, altered, supplemented, varied or replaced from time to time and any schedules, appendices or annexures to that document or instrument;
- (d) a reference to AUD, A\$, \$A, dollar, Australia Dollars or \$ is to the lawful currency of the Commonwealth of Australia unless otherwise stated;
- (e) a reference to time is to the time in the place where the obligation is to be performed;
- (f) a reference to a party is to a party to the Purchase Contract, and a reference to a party to a document includes the party's legal representatives, trustees, executors, administrators, successors and permitted assignees and substitutes, including any persons becoming a party by way of permitted novation and, in the case of a trustee, includes a substituted or additional trustee;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, joint venture (whether incorporated or unincorporated), trust, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by use of the terms "including", "for example" or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a party because the party (or its representative) was responsible for the preparation of the Purchase Contract or any part of it;
- (k) unless there is a provision in the Purchase Contract which specifies a period of time in which something must be done by the parties, all things must be done within a reasonable time and without undue delay;
- (l) a right of Snowy Hydro or an obligation of the Vendor under the Purchase Contract will not limit or exclude any other right of Snowy Hydro or obligation of the Vendor under the Purchase Contract; and
- (m) any provision of the Purchase Contract which seeks, either expressly or by implication, to limit or exclude any Liability of a party is to be construed as doing so only to the extent permitted by law.