

Snowy Hydro Purchase Order General Conditions

1 Application

- 1.1
- By accepting the Purchase Order, the Contractor is bound by the terms of that Purchase Order (including any attachments to the Purchase Order), these 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) and any Special Conditions applicable under clause 1.7 (together the **Purchase Contract**).
- 1.2
- Any reference to other terms and conditions in the Contractor's quotation, invoice or any other documentation provided by the Contractor in connection with the Goods, Services and/or Minor Works has no legal effect and does not form part of the Purchase Contract.
- 1.3
- Notwithstanding anything to the contrary in the Purchase Contract, if the Purchase Order is issued under and pursuant to an existing contract between the Contractor 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.
- 1.4
- Subject to clauses 1.5 to 1.7 (inclusive), if the Purchase Order is for:

(a) the supply of Goods, clauses 5, 6 and 7 do not form part of the Purchase Contract;

(b) the provision of Services, clauses 4, 6 and 7 do not form part of the Purchase Contract; or

(c) undertaking Minor Works, clauses 4, 5 and 7 do not form part of the Purchase Contract.
- 1.5
- 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 1.4.
- 1.6
- If a Purchase Order is for Periodic Orders, clause 7 also forms part of the Purchase Contract in addition to the other relevant clauses for the relevant category or categories of supply.
- 1.7
- If any Special Conditions are provided by Snowy Hydro to the Contractor with the Purchase Order then those Special Conditions also form part of the Purchase Contract.
- 1.8
- Unless otherwise agreed in writing by Snowy Hydro, if and to the extent there is any conflict, ambiguity or discrepancy, the priority of the documents forming part of the Purchase Contract shall be in accordance with the following sequence, provided that where the standards relating to the design, workmanship, use of materials or performance of the Goods, Services or Minor Works set out in any documents forming part of the Purchase Contract contradict one another, the higher standard shall prevail:

(a) the Purchase Order (including any attachments to the Purchase Order);

(b) Special Conditions; and

(c) the Purchase Order General Conditions.

2 Performance

The Contractor must perform the Supply in accordance with the Purchase Contract. The Supply includes:

- (a) the provision of the works, services or goods described in the Purchase Order;
- (b) carrying out all other obligations reasonably necessary for or incidental to provision of the Supply and achievement of Completion of the Supply; and
- (c) provision of all services, labour, tools, appliances, plant, materials, temporary or permanent works or other things required to perform the obligations referred to in clause 2(a) and 2(b) (other than power and water at any Snowy Hydro site, which Snowy Hydro will provide at no cost to the Contractor).

3 General obligations

The Contractor must:

- (a) achieve Completion of the Supply by any date for Completion identified in the Purchase Order (as may be extended by Snowy Hydro in its absolute discretion);
- (b) using reasonable skill and care;
- (c) 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
- (d) 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.

4 Purchase Order for Goods

4.1 Supply of the Goods

- (a) The Contractor must supply the Goods to Snowy Hydro in accordance with the Purchase Contract.
- (b) Subject to clause 4.1(d), if the Purchase Order specifies that the Contractor is responsible for the delivery of the Goods to Snowy Hydro, the Contractor must:

(i) deliver the Goods to the Delivery Location by the date and time specified in the Purchase Order; and

(ii) 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.
- (c) If the Purchase Order does not specify that the Contractor is responsible for the delivery of the Goods to Snowy Hydro, the Contractor must make the Goods available for Snowy Hydro to collect at the Delivery Location, or another location agreed by Snowy Hydro.
- (d) If the Purchase Order also specifies a freight carrier in the 'Freight' field:

(i) the Contractor must use that freight carrier to deliver the Goods to the Delivery Location;

(ii) subject to clause 4.1(d)(iii), 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 4.1(b)(ii) will not apply;

(iii) unless otherwise agreed in writing with Snowy Hydro, Snowy Hydro will not pay delivery or freight charges for partial delivery of the Goods; and

(iv) other than in accordance with clause 4.1(d)(ii), the Contractor remains responsible and liable for the delivery of the Goods to Snowy Hydro.

4.2 General obligations of the Contractor – supply of Goods

- (a) The Contractor must:

(i) 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;

(ii) not charge Snowy Hydro for any wrapping, packing, cartons or crating without the prior written consent of Snowy Hydro;

(iii) ensure that all warranties available to the Contractor from subcontractors relating to items of the Supply include Snowy Hydro as a named beneficiary, are in a form consented to by Snowy Hydro (acting reasonably) and are provided to Snowy Hydro prior to and as a precondition of Completion;

(iv) 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

(v) ensure that all tax invoices, delivery dockets and correspondence clearly show the relevant Purchase Order number, contract number (if applicable) and shipment number.

4.3 Inspection, testing and acceptance of the Goods

- (a) Snowy Hydro must inspect and test the Goods within 28 calendar days after the delivery to (or collection of the Goods by) Snowy Hydro.
- (b) If, as a result of inspecting the Goods under clause 4.3(a) or at any time within 6 months after the delivery to (or collection of the Goods by) Snowy Hydro, Snowy Hydro reasonably determines that some or all of the Goods contain a Defect (**Defective Goods**), Snowy Hydro will promptly notify the Contractor in writing of the Defective Goods and hold the Defective Goods for the Contractor's instructions and at the Contractor's cost and risk for a period not exceeding 28 calendar days.
- (c) If the Contractor's instructions are not received within that 28 calendar day period, Snowy Hydro may return the Defective Goods to the Contractor's premises at the Contractor's cost and risk.
- (d) Snowy Hydro will not be liable to pay the Contractor for any Defective Goods.
- (e) 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 4.3. Any such signed documents only constitute acknowledgement of the number of packages or cartons delivered to, or collected by, Snowy Hydro.
- (f) Snowy Hydro's rights under this clause 4.3 are without prejudice to any other rights it may have against the Contractor in connection with the Goods, any Defective Goods or otherwise under or in connection with the Purchase Contract.

4.4 Title and risk

- (a) Full unencumbered title in the Goods passes from the Contractor 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.
- (b) Subject to clause 4.3(b) and 4.3(c), risk in the Goods passes from the Contractor to Snowy Hydro upon delivery, or where the supply of Goods is for incorporation into broader works, upon completion of such incorporation.

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	(c)	To the extent the Goods are provided by way of hire or similar right of use or possession of the Goods, then property in and all risk in or associated with the Goods remains with the Contractor at all times.
5	Purchase Order for Services	
5.1	General obligations of the Contractor – provision of Services	
	(a)	The Contractor must provide the Services in accordance with the Purchase Contract.
	(b)	To the extent the Contractor is to provide services which include professional services (including without limitation any design or specification), the Contractor must, in addition to its other obligations in the Purchase Contract, ensure it exercises the standard of skill and care expected of a competent and qualified professional providing services similar to the Services.
5.2	Defective Services	
	(a)	If Snowy Hydro forms the view that the Services are Defective, whether in whole or in part (Defective Services), Snowy Hydro may within 6 months after receipt of the relevant Defective Services issue a notice to the Contractor in writing.
	(b)	If Snowy Hydro issues a notice under clause 5.2(a), the Contractor must promptly and at its own cost and risk, resupply the Defective Services.
	(c)	Snowy Hydro is not liable to pay the Contractor for any Defective Services but will for the avoidance of doubt be required to pay for any Services resupplied in accordance with clause 5.2(b) to the extent that they comply with the requirements of the Purchase Contract.
	(d)	If the Contractor fails to comply with a notice issued under clause 5.2(a), Snowy Hydro may have the relevant services remedied and/or completed by a third party and recover the cost of doing so from the Contractor as a debt due and payable.
	(e)	Snowy Hydro's rights under this clause 5.2 are without prejudice to any other rights it may have against the Contractor in connection with the Services, any Defective Services or otherwise under or in connection with the Purchase Contract.
6	Purchase Order for Minor Works	
6.1	Undertaking Minor Works	
	(a)	The Contractor must perform the Minor Works in accordance with the Purchase Contract.
	(b)	If the works described in the Purchase Order do not meet the definition of Minor Works, the Contractor must not undertake the works, Snowy Hydro is not liable to pay for such works and the Contractor must notify Snowy Hydro immediately after becoming aware that those works do not meet the definition of Minor Works.
6.2	Defective Works	
	(a)	If Snowy Hydro reasonably forms the view that the Minor Works are Defective, 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 Contractor in writing: <div><div>(i)</div><div>identifying the aspect of the Minor Works that do not comply;</div><div>(ii)</div><div>directing the Contractor to rectify the Defective Works to Snowy Hydro's reasonable satisfaction; and</div><div>(iii)</div><div>specifying a time and date by which the Contractor must rectify the Defective Works.</div></div>
	(b)	If Snowy Hydro issues a notice under clause 6.2(a), the Contractor must promptly at its own cost and risk comply with the requirements of that notice.
	(c)	If the Contractor fails to comply with a notice issued under clause 6.2(a), Snowy Hydro may have the relevant works remedied and/or completed by a third party and recover the cost of doing so from the Contractor as a debt due and payable.
	(d)	Snowy Hydro's rights under this clause 6.2 are without prejudice to any other rights it may have against the Contractor in connection with the Minor Works, any Defective Works or otherwise under or in connection with the Purchase Contract.
7	Periodic Orders	
7.1	If Snowy Hydro directs the Contractor to supply Goods, perform Services and/or undertake Minor Works, the Contractor must: <div><div>(a)</div><div>supply, perform or undertake them (as applicable) in accordance with the Purchase Contract;</div><div>(b)</div><div>provide written notice to Snowy Hydro confirming the supply; and</div><div>(c)</div><div>include in that notice all details that Snowy Hydro may reasonably require to enable Snowy Hydro to verify the supply.</div></div>	

7.2	Snowy Hydro does not make any representation in relation to making, or in any way bind itself to provide, any directions to the Contractor 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 Contractor to be the sole or exclusive provider of the relevant Supply to Snowy Hydro.	
8	Requirements for provision of Services and Minor Works	
	As part of the providing the Services and/or undertaking the Minor Works the Contractor must (as applicable): <div><div>(a)</div><div>review and confirm the adequacy of the description of the Services and/or Minor Works (including all design and specification) and otherwise satisfy itself as to Snowy Hydro's requirements for Completion;</div><div>(b)</div><div>complete the design, specification and documentation of the Services and/or Minor Works (including drawings and specifications) in accordance with the Purchase Contract and all legal requirements;</div><div>(c)</div><div>not depart from the design and specification provided by Snowy Hydro without Snowy Hydro's express prior written consent (not to be withheld where such departure is required for the Contractor to meet the other requirements of the Purchase Contract);</div><div>(d)</div><div>undertake any design or redesign to give effect to any change in Snowy Hydro's requirements or to ensure the Services and/or Minor Works complies with the Purchase Contract; and</div><div>(e)</div><div>complete and provide Snowy Hydro with copies of all drawings, specifications or other documents relating to the Services and/or Minor Works prior to the Contractor relying upon those documents.</div></div>	
8.2	The Contractor agrees that any involvement by Snowy Hydro in reviewing or consenting to any design or specification provided by the Contractor does not constitute Snowy Hydro taking any risk or responsibility for the design or specification.	
9	Site Access and Use	
9.1	Subject to clause 9.2, Snowy Hydro must give the Contractor sufficient access to the relevant part of any Snowy Hydro site identified by Snowy Hydro to allow the Contractor to undertake the Minor Works or provide the Services. If the Contractor believes at any time that it has not been provided with such access it must notify Snowy Hydro immediately.	
9.2	Before the Contractor commences any activity on the site the Contractor must complete and pass (and ensure any subcontractor completes and passes) such site induction as Snowy Hydro requires. In connection with that site induction, Snowy Hydro may provide additional documents containing its requirements applicable to all contractor's activities on site, which will form part of the Purchase Contract and must be complied with by the Contractor (as minimum requirements and without limiting any of the Contractor's other obligations) (Additional Documents). If the Contractor does not agree to proceed on the basis of those requirements the Contractor must give a notice before commencing any other activity on site, with the result that the Purchase Order will be terminated.	
9.3	While present on a Snowy Hydro site for any reason, the Contractor must comply with: <div><div>(a)</div><div>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</div><div>(b)</div><div>all directions given by Snowy Hydro, including directions in relation to safety or the protection of the environment.</div></div>	
9.4	The Contractor must: <div><div>(a)</div><div>enable the continued operation of the site and not disrupt or interfere with the daily operation of the site except to the minimum extent (if any) necessary to undertake the Minor Works or provide the Services; and</div><div>(b)</div><div>ensure existing services, improvements and utilities are not disconnected or disrupted at any time (without Snowy Hydro's prior written consent).</div></div>	
9.5	Snowy Hydro may, in its sole and absolute discretion, direct the Contractor to remove any employee, representative or subcontractor of the Contractor from a Snowy Hydro site at the Contractor's cost.	
9.6	To the extent that Snowy Hydro notifies the Contractor that another person has management or control of the whole or any part of the Site (Accessed Site), the Contractor must fully cooperate with that other person and must comply with that other person's reasonable directions (including in respect of work health and safety) in relation to any part of the Services and/or Minor Works to be carried out on the Accessed Site.	
10	Work Health and Safety Obligations	
	The Contractor must:	
10.1	ensure that the Supply is carried out in compliance with the WHS Law;	
10.2	immediately comply with any direction in respect to site safety issued by any authority having jurisdiction over the provision of the Supply or by Snowy Hydro;	
10.3	notify Snowy Hydro and any occupational health and safety representative elected under any applicable law of any:	

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	(a)	work related illness, injury, accident, near miss or dangerous event;
	(b)	breach or potential breach by the Contractor or its subcontractors or the WHS Law; or
	(c)	notice or Direction of any authority or worker’s representative in relation to health and safety (including by providing a copy of the notice or direction to Snowy Hydro),
		which occurs on the Snowy Hydro site or arises in connection with the Supply as soon as possible, but not later than 12 hours after such occurrence;
10.4		promptly consult, notify and keep Snowy Hydro fully informed as to the Contractor’s dealings with any authority in connection with notifiable incidents; and
10.5		promptly provide a copy to Snowy Hydro of any investigations, proceedings, and other relevant materials directly or indirectly connected with notifiable incidents.
11		People, Property, Environment
11.1		The Contractor must take all possible steps to:
	(a)	protect people from death or injury and protect the Supply, the environment and any property belonging to Snowy Hydro or others from loss or damage arising from or in connection with the Contractor providing the Supply; and
	(b)	promptly make good any damage it causes to any of Snowy Hydro’s property or the property of third parties.
11.2		Snowy Hydro may by notice in writing immediately suspend the Contractor’s undertaking any activities in connection with the Supply. If the Contractor and its officers, employees, agents, subcontractors have not caused or contributed to the reason for Snowy Hydro directing the suspension, the Contractor shall be entitled to recover reasonable costs incurred by the Contractor as a direct result of the suspension.
12		Anti-Corruption Obligations
12.1		The Contractor warrants that in tendering for or entering into the Purchase Contract it has complied with all Anti-Corruption Laws, and has not entered into any improper or anticompetitive arrangement or understanding with any other party in connection with the carrying out of the Supply; and
12.2		The Contractor must continue to ensure its compliance with Anti-Corruption Laws at all times in connection with the carrying out of the Supply.
13		Conflict of Interest
13.1		The Contractor represents and warrants that neither it nor any of its personnel have any interest (whether personal, financial or otherwise) which conflicts or which may reasonably be perceived as conflicting with the Contractor’s ability to perform the Supply in good faith and otherwise fairly, objectively and independently (Conflict of Interest).
13.2		The Contractor must not have, and must take all reasonable measures to ensure its personnel do not have, a Conflict of Interest. If a Conflict of Interest arises, or appears likely to arise, the Contractor will notify Snowy Hydro immediately in writing and take such steps to resolve or otherwise deal with the conflict to Snowy Hydro’s satisfaction.
14		Modern Slavery
		The Contractor must not engage in any Modern Slavery practices and must:
14.1		comply with all policies and procedures of Snowy Hydro that relate to Modern Slavery;
14.2		comply with all Laws relating to Modern Slavery, including the Modern Slavery Laws, and do anything else otherwise reasonably required by Snowy Hydro in relation to compliance with all Laws relating to Modern Slavery;
14.3		establish and maintain procedures, training, policies and precautions to its compliance with this clause and Modern Slavery Laws; and
14.4		give prompt notice and all applicable documentary evidence in writing to Snowy Hydro if at any time the Contractor becomes aware of any actual or potential Modern Slavery risk within any part of the Contractor’s supply chains or has reasonable grounds to believe that,an actual or potential breach of this clause has occurred.

15		Indemnity
15.1		Without limiting any other obligation of the Contractor, the Contractor indemnifies Snowy Hydro and Snowy Hydro’s agents, officers and employees on demand against all cost (including legal cost), expense, loss, damage, penalty, fine or other liability incurred by, and claims made against, Snowy Hydro arising from or in connection with:
	(a)	loss or damage to, or the loss of use of or access to, Snowy Hydro’s or any third party’s real or personal property;
	(b)	death of or injury to any person; or
	(c)	pollution, environmental damage, destruction or harm,
		caused by, arising from or in connection with:
	(d)	the performance of the Contractor’s obligations under the Purchase Contract; or
	(e)	any breach of contract, negligent act or omission, recklessness or wilful misconduct on the part of the Contractor.
15.2		The indemnity in clause 15.1 is reduced proportionally to the extent that Snowy Hydro, its officers, employees, subcontractors, agents or representatives has contributed to such claim or loss.
16		Liability
16.1		Subject to clause 16.4, the Contractor’s total aggregate liability to Snowy Hydro under or in connection with the Purchase Contract, whether arising under the Purchase Contract, in tort (including negligence or otherwise), under any statute, or otherwise at law, shall not exceed the Contract Sum.
16.2		Subject to clause 16.4, Snowy Hydro’s total aggregate liability to Snowy Hydro under or in connection with the Purchase Contract, whether arising under the Purchase Contract, in tort (including negligence or otherwise), under any statute, or otherwise at law, shall not exceed the Contract Sum.
16.3		Subject to clause 16.4, neither party shall be liable to the other party for any Consequential Loss which may be suffered by the other party in connection with the Purchase Contract
16.4		Clauses 16.1 to 16.3 do not apply to limit or exclude any liability:
	(a)	in any case of criminal acts, fraud, gross negligence or wilful misconduct by the defaulting party;
	(b)	which parties cannot contract out of under laws;
	(c)	which may arise under any of clauses 15.1 or 17; or
	(d)	in case and to the extent of such sums as the Contractor recovers under applicable insurance policies, or would have recovered under any insurance policies if the Contractor complied with clause 25.
17		Intellectual Property
17.1		The Contractor grants Snowy Hydro a non-terminable, irrevocable, Australia-wide, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, use, reproduce, modify, distribute (including electronically) and communicate any Intellectual Property Rights connected with the Supply for any of its own purposes including in connection with the use, operation, maintenance and repair of the Supply.
17.2		To the extent that any “moral rights” (as that expression is defined in the <i>Copyright Act 1968</i> (Cth)) (Moral Rights) exist or arise in any material (including plans, drawings and specifications) or works provided as part of the Services and/or Minor Works, the Contractor consents (and warrants that it has obtained the consent of all relevant individuals) to Snowy Hydro dealing with that material or those works (including by way of destruction or alteration) in its absolute discretion.
17.3		The Contractor indemnifies Snowy Hydro and Snowy Hydro’s agents, officers and employees on demand against all cost (including legal cost), expense, loss, damage, penalty, fine or other liability incurred by, and claims made against, Snowy Hydro arising from or in connection with:
	(a)	any breach by the Contractor of its obligations under this clause 17; and
	(b)	any claim by any party that anything done by the Contractor in connection with the performance of its obligations under the Purchase Contract, or any part or the whole of the Supply or Snowy Hydro’s sale or use thereof, infringes or may infringe the Intellectual Property rights or Moral Rights of any party.

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18 Warranties

- 18.1 The Contractor must ensure, and represents and warrants to Snowy Hydro, that:
- (a) the Supply complies 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 Contractor 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 Supply is 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 Contractor by Snowy Hydro (expressly or otherwise) prior to the date on which the Contractor accepted the Purchase Order;
 - (d) the Goods are free and clear of all liens, charges or encumbrances;
 - (e) no part or the whole of the Supply, 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;
 - (f) 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;
 - (g) the Contractor 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 Supply;
 - (h) the Contractor has complied and will continue to comply with all applicable laws, legal requirements and approvals;
 - (i) the Purchase Contract and the Contractor's obligations thereunder are valid and legally binding on it; and
 - (j) it has the necessary skills, experience, qualifications, resources, technology and know-how to provide the Supply.

19 Termination

- 19.1 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 16 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.
- 19.2 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 Contractor.
- 19.3 If the Purchase Contract is terminated, the Contractor 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.
- 19.4 If a Purchase Contract is terminated pursuant to this clause 19:
- (a) Snowy Hydro must reimburse the Contractor for the reasonable, direct and documented costs actually incurred for:
 - (i) any work or services performed by the Contractor 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;
 - (b) the Contractor must refund or credit to Snowy Hydro any amount paid by Snowy Hydro to the Contractor 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; and
 - (c) any of Snowy Hydro's rights arising from prior breaches by the Contractor shall not be affected.

20 Post Termination Obligations

- 20.1 Within 2 business days after termination or expiry of the Purchase Contract (for any reason), the Contractor must deliver to Snowy Hydro:
- (a) all plant, equipment, materials, property (including without limitation, keys), documentation, information or other items of ours which were provided by Snowy Hydro in connection with the Purchase Contract; and
 - (b) any of the materials or other items which under the Purchase Contract have become Snowy Hydro's property.

21 Payment

- 21.1 Subject to clause 21.2, for each supply of Goods, provision of Services accepted by Snowy Hydro in accordance with clauses 4 or 5 and/or undertaking of Minor Works completed by Contractor in accordance with clause 6, as applicable, the Contractor may

submit to Snowy Hydro a claim for payment of the Contract Sum 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 Contractor by Snowy Hydro pursuant to the Purchase Contract.

- 21.2 Each tax invoice submitted by the Contractor 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 Contractor'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.

- 21.3 The tax invoice must be submitted by email to ap@snowyhydro.com.au.

- 21.4 Subject to clause 21.5, Snowy Hydro must pay the Contractor the amount to which the Contractor is entitled under the Purchase Contract within 30 business 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.

- 21.5 For the avoidance of doubt, any amount otherwise due for payment under the Purchase Contract at any time will be reduced by the value of any incomplete or defective Supply, by any amounts due and payable by the Contractor to Snowy Hydro and by any bona fide claim to money which Snowy Hydro may have against the Contractor.

- 21.6 Payments by Snowy Hydro are on account and no payment will be taken to evidence acceptance by Snowy Hydro of the value of the Supply completed, an admission of liability by either party for the amount paid or approval by Snowy Hydro of the Contractor's performance of its obligations under the Purchase Contract.

22 Snowy Hydro Supplied Items and Information

- 22.1 The Contractor must use any property, goods, materials, services or information provided by Snowy Hydro at its own risk in all respects.
- 22.2 The Contractor agrees unless otherwise provided in the Purchase Contract or Snowy Hydro expressly agree in writing (acting reasonably in relation to any written request from the Contractor made prior to commencing the Supply seeking reliance on specifically identified information provided by Snowy Hydro):
- (a) any information supplied or made available to the Contractor by or on Snowy Hydro's behalf before or after the date of the Purchase Contract not comprising the Purchase Contract (**Snowy Hydro Supplied Information**):
 - (i) has been or will be provided only for the Contractor's convenience; and
 - (ii) has not been and will not be relied upon by the contractor for any purpose;
 - (b) the Contractor will have no claim arising from or in connection with any omission from, inaccuracy in or other inadequacy of any Snowy Hydro Supplied Information.

23 Goods and Services Tax

- 23.1 Unless otherwise expressly stated, any amounts payable for a supply made under the Purchase Contract are exclusive of GST.
- 23.2 Subject to the Contractor 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.

24 Dispute Resolution

- 24.1 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 from each party to meet and use all reasonable endeavours to resolve the dispute by joint discussions.
- 24.2 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.
- 24.3 Despite the existence of a dispute, each party must continue to perform the Purchase Contract.

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24.4	This clause 24 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.
25	Insurance
25.1	Unless agreed otherwise in writing, from the date for commencement specified in the Purchase Order for the Supply, the Contractor must effect and maintain at its own cost, and ensure all subcontractors also effect and maintain (unless the subcontractors are covered by the Contractor's insurance) the following insurances: <div><div>(a)while the Contractor continues to have any obligations regarding the Supply, Public Liability Insurance for at least \$10,000,000;</div><div>(b)where the Contractor is providing any design, specification or other professional services in connection with the Supply, until at least 7 years after Completion, professional indemnity insurance in the amount of \$1 million per claim;</div><div>(c)while the Contractor continues to have any obligations to supply Goods, provide Services or perform Minor Works which will involve the use of a motor vehicle, appropriate motor vehicle insurance;</div><div>(d)workers compensation insurance as required by law;</div><div>(e)where the Contractor is carrying out Minor Works, for the duration of the time carrying out the Minor Works, insurance of the Minor Works included in the Supply for at least 110% of the total value of the Minor Works included in the Supply which names Snowy Hydro as an insured party; and</div><div>(f)insurance in respect of any plant, equipment, material or goods included in or in connection with the Supply during transit to and unloading at the Site and while in storage off-site for at least the amount of the value of the plant, equipment, material or goods,</div></div> <div>unless alternative insurance has been agreed, in writing, by Snowy Hydro (including by specifying any alternative insurance arrangement in the Purchase Order).</div>
25.2	The Contractor must provide Snowy Hydro with evidence of all policies of insurances required to be maintained by the Contractor and copies of the conditions applying to the insurances when requested.
25.3	The insurances set out in clause 25.1 must be taken out with insurers and on terms and conditions (including as to the insured parties) both acceptable to Snowy Hydro.
26	Miscellaneous
26.1	Ambiguity or Inconsistency <div><div>If there is any ambiguity or inconsistency between these Purchase Order General Conditions, any Special Conditions and the Purchase Order, the following order of precedence will apply to the extent of the ambiguity or inconsistency:</div><div><div>(a)Special Conditions (if any);</div><div>(b)Purchase Order General Conditions;</div><div>(c)Purchase Order.</div></div><div>If the Contractor 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 Contractor, the Contractor must notify Snowy Hydro promptly. Snow Hydro will direct the Contractor as to how to resolve the ambiguity or inconsistency and the Contractor must comply with that direction.</div></div>
26.2	Proportionate Liability Legislation <div><div>To the maximum extent permitted by Law, the operation of the Proportionate Liability Legislation is excluded in relation to all and any obligations and liabilities of the Contractor, whether such obligations or liabilities are sought to be enforced by Snowy Hydro as a breach of contract or claim in tort (including negligence), in equity, under statute or otherwise at Law.</div></div>
26.3	Confidential Information <div><div>The Contractor 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 the Supply 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 Contractor.</div></div>
26.4	Privacy <div><div>The Contractor 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 <i>Privacy Act 1988</i> (Cth).</div><div>The Contractor must comply with the information privacy principles identified and set out in the <i>Privacy and Personal Information Protection Act 1998</i> (NSW) and any applicable code of practice.</div></div>
26.5	Use of Intellectual Property

The Contractor 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.	
26.6	Subcontracting <div><div>The Contractor must not, without the prior written approval of Snowy Hydro, subcontract all or any part of its obligations under the Purchase Contract. Notwithstanding Snowy Hydro's approval of a subcontract, the Contractor 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 Contractor.</div></div>
26.7	Waiver <div><div>A party will not be taken to have waived a right under or in connection with the Purchase Contract unless it expressly does so in writing and a waiver of a right at any time will not be taken as a waiver of the right when it arises at any other time.</div></div>
26.8	Relationship <div><div>Nothing in the Purchase Contract is intended to create a partnership, joint venture or agency relationship between Snowy Hydro and the Contractor. The Contractor acknowledges that it has no authority to bind Snowy Hydro.</div></div>
26.9	Variation <div><div>The Purchase Order may only be varied by agreement between the parties in writing.</div></div>
26.10	Costs <div><div>Except as otherwise expressly provided in the Purchase Contract, each party will pay its own costs and expenses incurred in connection with the preparation, negotiation and execution of the Purchase Contract.</div></div>
26.11	Transfer of rights <div><div>The Contractor must not assign or transfer its rights, benefits and interests in the Purchase Contract without the prior written approval of Snowy Hydro.</div><div>Snowy Hydro may assign or transfer any of its rights or obligations under the Purchase Contract (including by novation) to any entity (capable of performing those of our obligations under the Purchase Contract that the entity assumes) without the Contractor's consent, in which case the Contractor must sign any documents and do anything necessary to effect that assignment or transfer, including, if required, signing a deed of novation a form acceptable to Snowy Hydro.</div></div>
26.12	Governing Law <div><div>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.</div></div>
26.13	Public Disclosures <div><div>Unless required by law, the Contractor must not make any announcement, circular or any disclosure in any form (including posting images online which may identify Snowy Hydro or its sites) about Snowy Hydro, the Supply or the contents of the Purchase Contract (including its existence) without the prior written approval of Snowy Hydro.</div></div>
26.14	Survival of Termination and Expiration <div><div>Clauses 15, 16, 17, 20, 21.6, 26.3 and this clause 26.14 survive termination and expiration of the Purchase Contract.</div></div>
27	Definitions <div><div>In the Purchase Order General Conditions:<div><div>Anti-Corruption Laws means any Law relating to bribery, corruption, money laundering, fraud or similar activities.</div><div>Completion means when the Contractor has fully completed the Supply and satisfied all other matters which the Purchase Contract requires to be satisfied before the completion of Supply is achieved.</div><div>Confidential Information means, in relation to Snowy Hydro, information of every kind that is marked "confidential", is by its nature confidential, or which the Contractor 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 Contractor in the course of supplying the Goods and/or providing the Services and/or undertaking the Minor Works.</div><div>Contract Sum means the price for provision of the Supply as set out in the Purchase Order, including any costs of the Supply to be reimbursed to the Contractor in accordance with the Purchase Order.</div><div>Contractor means the Contractor identified in the Purchase Order who is responsible for the Supply.</div><div>Defects includes:</div></div></div></div>

Snowy Hydro Purchase Order General Conditions

(a) any errors, deficiencies, omissions, non-conformances, faults, failures, malfunctions, irregularities or other defects in the Goods, Services, Minor Works or the Supply; or

(b) any aspects of the Goods, Services, Minor Works or the Supply that is not in accordance with the requirements of the Purchase Contract, and **Defective** has a corresponding meaning.

Defective Goods has the meaning given to it in clause 4.3(b).

Defective Services has the meaning given to it in clause 5.2(a).

Defective Works has the meaning given to it in clause 6.2(a).

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

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

Heavy Vehicle National Law means the Heavy Vehicle (Adoption of National Law) Act 2013 (NSW) and related regulations, codes of practice, other compliance codes, standard and directions (on safety or notices issued by any relevant Authority) relevant and applicable to any part of the Supply, as amended from time to time including any successor legislation to the *Heavy Vehicle (Adoption of National Law) Act 2013* (NSW).

Intellectual Property means any intellectual or industrial property rights, whether registered or unregistered, including: all patents, trademarks, copyright, designs, trade secrets, know-how and rights in Confidential Information (including the right to enforce an obligation to keep information confidential); all licences and other rights to use or grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing; all computer programs, data and software, including source code; and all user manuals, technical information and other documentation relating to the use or operation of the computer programs and other relevant systems, but excluding any Moral Rights.

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 WHS Law.

Modern Slavery has the meaning given in the Modern Slavery Law.

Modern Slavery Laws means the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth) and associated regulations, or any substantially equivalent legislation and regulations applicable to Snowy Hydro.

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".

Privacy Act refers to the *Privacy Act 1988* (Cth).

Proportionate Liability Legislation means Part 4 of the *Civil Liability Act 2002* (NSW) and any regulation to it.

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 Contractor in any form under clauses 4, 5 or 6 which may include: a description of the Goods and/or Services and/or Minor Works required, the Contract Sum and if the Purchase Order is for the supply of Goods, whether or not the Contractor 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.

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

Supply means the supply of Goods, the provision of Services or the undertaking of Minor Works (as relevant) in accordance with the terms of the Purchase Contract.

WHS Law means all safety related laws, codes of practice, compliance codes, standards and directions (on safety or notices issued by any relevant authority) relevant and applicable to any part of the Supply and includes but is not limited to the *Work Health and Safety Act 2011* (NSW), the *Work Health and Safety Regulation 2017* (NSW) and the Heavy Vehicle National Law and associated regulations to any applicable Acts as amended from time to time.

28 Interpretation

The following rules apply to the interpretation of the Purchase Contract unless the context requires otherwise:

- 28.1 Headings are for convenience only and do not affect interpretation.
- 28.2 The singular includes the plural, and the converse also applies.
- 28.3 If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

- 28.4 A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- 28.5 A reference to a clause, schedule, attachment or annexure is a reference to a clause of, or schedule, attachment or annexure to, the Purchase Contract.
- 28.6 A reference to an agreement or document is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by the Purchase Contract or that other agreement or document.
- 28.7 A reference to writing includes any means of reproducing words, figures, drawings or symbols in a visible and tangible form.
- 28.8 A reference to a party to the Purchase Contract or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- 28.9 A reference to a law or to a provision of a law includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- 28.10 A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- 28.11 A reference to dollars and \$ is to Australian currency.
- 28.12 A reference to an obligation of any two or more people comprising the Contractor imposes that obligation on each of them severally and each two or more of them jointly. A reference to the Contractor is a reference to each of those people separately (so that, for example, a representation or warranty by the Contractor is given by each of them separately).
- 28.13 Where the Contractor enters into this Contract as a trustee of a trust or agent for another party, the Contractor will be personally bound by this Contract (whether or not the trust or agency is disclosed).
- 28.14 Mentioning anything after *includes, including, for example*, or similar expressions, does not limit what else might be included.
- 28.15 Any amount which is a debt due from the Contractor to Snowy Hydro will be immediately due and payable.
- 28.16 Nothing in the Contract is to be interpreted against a party solely on the ground that the party put forward the Contract or a relevant part of it.
- 28.17 If any term of the Purchase Contract is legally unenforceable or made inapplicable, it must be severed or read down, but so as to maintain (as far as possible) all other terms of the Purchase Contract.