



WEHI
brighter together

PURCHASE ORDER

TERMS AND CONDITIONS

23 March 2023

1. General

1.1. We may, from time to time, place written orders to you for goods and/or services. Every purchase order ('order') issued by us is an offer to acquire goods and/or services from you subject to these terms and conditions ('standard terms') and any written special conditions that we include with our order (which shall prevail in the event of inconsistency with the standard terms). Where you accept our order, a contract exists on the basis of these terms only and any terms and conditions in your quote, order acknowledgement or any other document provided by you are hereby excluded.

2. Delivery

2.1. Unless otherwise stated in writing, Incoterms will be DDP (delivery address nominated on the Purchase Order) which shall apply to all products contained in this Purchase Order.

2.2. You must supply goods and/or services in accordance with this contract, by the specified date to the location shown on our order, or as directed otherwise by us (at any time) in writing. You must keep us informed of any delays, backorders, manufacturing problems or other matters that may affect the delivery of goods and/or services and must meet all additional delivery expenses associated with this delay.

2.3. Delivery of packages shall comply with applicable laws, regulations, codes, Australian Standards, and our reasonable requirements (which shall include but not be limited to ensuring that packages do not exceed 20 kilograms weight unless otherwise agreed in writing). In the event of a non-compliant delivery, without limiting any rights or remedies permissible by law, we may elect: (a) that you arrange for collection of the package at your cost and cancel the order with a refund of all monies paid (including any deposit paid); or (b) to accept delivery with or without agreed conditions.

3. Cancellations

3.1. We may cancel or vary an order via email or other written notice to you: (a) at any time prior to supply (or in the case of variation of orders for goods, prior to dispatch); or (b) after supply, if goods and/or services are not in accordance with our order or subsequent official amendments (including where incorrect quantities are delivered) or if you otherwise breach this contract. In the event of cancellation, we will not be responsible for payment for any goods and/or services not delivered and accepted.

4. Quality and Safety

4.1. You must, and all goods and/or services you supply must, strictly comply with all applicable laws, regulations, codes, and Australian Standards, and with our order (including any specific deliverables and/or performance criteria). Such compliance shall include but not be limited to compliance with any applicable Modern Slavery Legislation and our Supplier Code of Conduct.

4.2. Goods must be new, fit for the purpose for which they are acquired, free from damage and defects and of approved commercial quality. Services must be performed to a high standard of professionalism and skill by suitably trained, certified and qualified personnel.

4.3. Without limiting clause 4.2, you must assign to us the benefit of any warranty or guarantee given by the manufacturer in respect of goods and services.

4.4. We may reject products that do not comply with our order or these standard terms, including as a result of goods and services evaluation and re-evaluation, even if we have previously inspected and/or accepted them. Where products are rejected, you must, at our option within 5 business days: (a) replace, repair or re-supply the products at your expense; or (b) refund to us any amount we paid for the rejected products, including any associated freight costs. Any rejected goods will, on rejection, become your property and, if held by us, will be held at your risk.

4.5. Goods and services provided to us must be compliant with relevant OHS legislation and Australian standards. Supplier representatives and contractors must complete necessary safety induction procedures when on-site at WEHI and may be subject to auditing.

5. Access to records

5.1. You must, for a period of seven (7) years after the later of termination of this contract, delivery of goods, or completion of services, keep true and detailed accounts and records of all goods and/or services provided under this contract. Such records shall include but not be limited to supporting materials used to generate and substantiate invoices submitted in accordance with this contract.

5.2. We will have the right, after giving reasonable notice, to inspect and/or audit your accounts and records in relation to delivery of goods and/or completion of services (including but not limited to compliance with clause 4.1), and to the calculation of any amounts payable. Such representatives shall be entitled (at our expense) to take copies of or extracts from any such records.

5.3. Notwithstanding the contents of clause 5.2, you agree to comply with our reasonable audit requirements to ensure you, your supply chain, employees, sub-contractors, and other relevant personnel you engage comply with applicable Modern Slavery Legislation, do not commit, and take reasonable steps to prevent, any act or acts of slavery or human trafficking, and otherwise comply with all applicable laws governing the performance of this contract and the Supplier Code of Conduct.

5.4. This clause 5 is intended to survive termination of this contract.

6. Price and payment

6.1. The price for goods and/or services is the price stated in our order and shall be fixed for the term of the order notwithstanding any changes to the ordinary cost of the goods and/or services of whatever nature and kind (including without limitation currency rate fluctuations).

6.2. Unless the order explicitly states otherwise, it includes: (a) any applicable GST; and (b) all packing, handling, insurance and delivery charges and all taxes and duties which shall be borne by you.

6.3. You must invoice us upon delivery of goods or completion of services to our satisfaction. Your tax invoice must: (a) be correctly addressed; (b) identify our order number; (c) be a valid tax invoice for GST purposes where

applicable; and (d) where we request it, be accompanied by documentation justifying the amount claimed. All invoices shall reference our purchase order number and shall be emailed to accountspayable@wehi.edu.au. Unless otherwise agreed, payment terms shall be NET 30 days.

6.4. If we dispute an invoice (a) payment will be suspended until the dispute is resolved and (b) you must give us any information or document, we request in relation to the invoice or the dispute.

6.5. Where identified in our order, your delivery docket shall include details of our delivery recipient including their name and laboratory or department. We reserve our rights to seek reimbursement for any spoilt delivery where the delivery docket and/or invoice has not been correctly addressed.

7. Title and risk

7.1. Title to and risk for goods acquired passes to us on delivery or, where payment has been made before delivery, title but not risk shall pass to us as soon as payment is made.

7.2. WEHI shall be entitled to register a security interest on the PPS Register in relation to the whole or part (as applicable) of the goods as soon as property in the goods passes to us under clause 7.1 and we reserve all rights and powers we may have under the PPS Act.

7.3. You warrant that: (a) you have the power, right and authority to carry out any order governed by the terms of this contract; (b) you have complete ownership of the goods free of any encumbrances and/or have the necessary experience, skill, competence, and knowledge necessary to perform the services; (c) we will receive clear and complete title to the goods and deliverables free from any encumbrances; and (d) no claim of infringement of intellectual property or moral rights will be brought against us by your employees or agents.

7.4. Any intellectual property rights created from your performance of this contract vest in and are assigned to us on creation and you agree to do all things reasonably required to assign ownership to us and procure all necessary consents.

8. Our materials

8.1. Any material used in supplying or manufacturing products and that is paid for or supplied by us ('our materials') is our property. 8.2. While our materials are in your possession, you: (a) hold them solely as our bailee; (b) must store them securely and maintain them in good repair; (c) must use them only for the purpose of performing this contract; and (d) must return them to us on demand or immediately at the termination of the contract, at your expense.

9. Confidentiality

9.1. You must keep our confidential information (which includes information about our facilities, members, and employees) confidential and not directly or indirectly disclose, use, record, memorise or copy it for any purpose other than to perform this contract, without our prior written approval. You must ensure that all contractors and employees engaged for the performance of this contract abide by these obligations. The obligations set out in this clause survive the termination of this contract.

9.2. Notwithstanding the contents of this clause 9, to the maximum extent permissible by law, you shall make all sensitive and/or confidential information available to us which we reasonably require to comply with any applicable laws, regulations and/or reporting obligations (including but not limited to compliance with the Supplier Code of Conduct and Modern Slavery Legislation).

9.3. This clause 9 is intended to survive termination of this contract.

10. Privacy

10.1. You must (a) comply, and must ensure that your employees comply, with all requirements set out in Privacy Laws; and (b) handle the collection, disclosure, storage, and use of personal information in a manner consistent with the Privacy Laws.

10.2. This clause 10 is intended to survive termination of this contract.

11. Indemnity and insurance

11.1. You indemnify us, our officers, employees, agents and customers against all loss, damage, claim, expense or liability incurred in connection with: (a) your performance or breach of this contract; (b) any products you supply; (c) a claim by a third party that the products infringe their intellectual property rights; and (d) any negligent or wilfully wrong act or omission by you, your employees, agents and contractors.

11.2. You must affect and maintain appropriate insurance policies, taking into account the products you supply. You must provide us with proof of your insurance upon request at any time.

11.3. This clause 11 is intended to survive termination of this contract.

12. Subcontracting

12.1. You must not subcontract the whole or any part of your obligations under this contract without our prior written approval, which we may grant or withhold at our sole discretion. You will remain principally liable for the performance of this contract and the acts and omissions of any subcontractor. Such obligations shall include but not be limited to doing all acts and things (including insertion of appropriate contract terms, reasonable audit procedures and enacting reasonable legal enforcement measures) to ensure that sub-contractors are compliant with the Supplier Code of Conduct, do not contravene applicable Modern Slavery Legislation and otherwise compliance with all applicable laws.

13. Termination

13.1. As well as our other rights, we may terminate this contract immediately where: (a) you fail to supply goods and/or services by the date required in our order; (b) you breach this contract; or (c) you become or threaten to become insolvent or bankrupt or enter into a compromise or arrangement with creditors or any form of external administration. WEHI may also terminate this contract at any time for convenience by giving you at least one month's prior written notice.

13.2. Upon termination of this contract, you must at our direction, return or destroy any WEHI confidential information in your possession or control.

14. Miscellaneous

14.1. This contract may only be varied with our written agreement.

14.2. You may not assign this contract without our prior written consent, which we may grant or withhold at our sole discretion.

14.3. These standard terms plus our order constitute the entire agreement between you and us in relation to its subject matter.

14.4. The parties are independent contractors. No relationship of employment, agency, partnership, or joint venture is created by this contract.

14.5. Our delay or failure to exercise a right under this contract is not a waiver of that right or any other rights. Our consent to a breach of this contract is not a consent to any subsequent breach.

14.6. If a provision of these standard terms is unenforceable for any reason, it shall be read down to the point of severance. These standard terms must not be construed to our disadvantage merely because we prepared them.

14.7. This contract is governed by the law of Victoria, Australia. You submit to the jurisdiction of the courts of Victoria and waive any right to claim that those courts are inconvenient forums.

14.8. This clause 14 is intended to survive termination of this contract.

15. Definitions and interpretation

15.1 In these standard terms:

- The singular includes the plural and vice versa.
- A person includes a firm, body corporate, unincorporated association or authority and reference to a person includes their executors, administrators, successors, substitutes, and assigns.
- A reference to '\$' is a reference to Australian currency unless explicitly stated otherwise.
- 'Including' and similar expressions are not words of limitation.
- Headings are for convenience only.
- 'Goods' means goods set out in our order.
- 'Services' means services set out in our order.
- 'Modern Slavery Legislation' means the Modern Slavery Act 2018 (Cth) or such other applicable laws, rules or regulations governing the presence of slavery and/or human trafficking in an organisation's supply chain.
- 'PPS Act' means the Personal Property Securities Act 2009 (Cth) and any regulations made at any time under that Act.
- 'PPS Register' means the national online register established under the PPS Act.
- 'Privacy Principles' means the National Privacy Principles as amended or supplanted, including by the Australian Privacy Principles.
- 'Privacy Laws' means the Privacy Act 1988 (Cth), as amended, and all associated legislation and regulations and Privacy Principles.
- 'Products' means goods and/or services and includes any deliverable resulting from a service.
- 'Supplier Code of Conduct' means a duly authorised document prepared by us which establishes the mandatory ethical requirements for all suppliers of goods, services, products and/or software to us.
- 'Us,' 'we,' 'our' or 'WEHI' means The Walter and Eliza Hall Institute of Medical Research ABN 12 004 251 423.
- 'You' or 'your' means the supplier of products set out in our order