1. Contract

1.1 The Contract shall be constituted by the Purchase Order attached to these Terms and Conditions (**Conditions**) and any other documents attached to the Purchase Order by LINX or which LINX acknowledges forms part of the Purchase Order. These Conditions shall take precedence over any terms or conditions contained in any documentation provided by the Supplier or any documentation which forms part of the Contract, except if the Purchase Order is issued pursuant to the terms of a separate contract entered into between LINX Cargo Care Group Pty Limited ACN 123 683 885 (**LINX**) and the Supplier and duly executed by both parties, then the terms of that contract take precedence over these Conditions in the event of any inconsistency. For convenience, the Contract shall be described in these Conditions as "**this Order**".

1.2 LINX, where applicable:

a) enters into this Order for and on behalf of any entity (as defined in the *Corporations Act 2001*) in which LINX has an equity interest (direct or indirect) of 20% or more (**Contracting Group**); and

b) warrants that it has been duly authorised by the relevant party in the Contracting Group to enter into this Contract on their behalf.

1.3 Not withstanding clause1.2(a) the Supplier agrees to look only to LINX for the due performance of this Order and nothing contained in this Order will entitle the Supplier to commence any proceedings against any member of the Contracting Group other than LINX.

1.4 In accepting this Order, by signature or delivery of the goods or services, the Supplier agrees to all its terms and conditions. This Order, when received by the Supplier, is the only document which will be recognised by LINX or a member of the Contracting Group (**Purchaser**) as the basis for the Supplier having the right to invoice the Purchaser for the goods to be delivered (the **Goods**) or services to be provided (the **Services**) under this Order.

1.5 This Order supersedes all previous oral or written quotations, communication and negotiations not attached to or referred to in this Order (including any terms and conditions implied by the course of previous dealings between the Purchaser and the Supplier), except to the extent that any such quotations, communications or negotiations may be included in this Order by virtue of the provisions of any relevant or applicable statute.

2. Quality of Goods

The Goods shall be free from defects, of merchantable quality and fit for their intended purpose.

3. Inspection and Rejection of Goods

3.1 The Puchaser shall be entitled to inspect any of the Goods at any stage prior to or upon delivery.

3.2 The Purchaser may (without prejudice to any of its other rights) reject any of the Goods which are defective or which otherwise do not comply with the requirements of this Order (including any Goods which are not delivered by the time specified in this Order). If requested by the Purchaser, any of the Goods rejected must be collected from the Purchaser (if delivered) and be rectified or replaced by the Supplier at its own cost.

3.3 The Purchaser at its discretion may accept any of the Goods which it has rejected, at a price agreed between the Supplier and the Purchaser.

3.4 Any inspection or subsequent acceptance pursuant to clause 3.3 by the Purchaser shall not relieve the Supplier of any of its obligations under this Order. The Purchaser shall not be liable for any of the Supplier's costs in connection with inspection of the Goods or any work related to the Goods.

3.5 Any amount paid for any of the Goods which are subsequently rejected shall be a debt due from the Supplier to the Purchaser which is payable immediately.

4. Quality of Services

4.1 The Services must be supplied by the Supplier to the Purchaser:

a) diligently, faithfully and conscientiously;

b) with the same or higher level of care and skill as would reasonably be expected of a person qualified and experienced in the supply of the same or similar Services; and

c) in good faith, in the best interests of the Purchaser and in a manner which is consistent with the maintenance of the business and goodwill of the Purchaser.

5. Safety of Goods

5.1 The Supplier must ensure the Goods supplied to the Purchaser are:

a) safe, free from risk to health and safety, and compliant with all relevant laws and any applicable Australian standards; and

b) clearly and durably labelled identifying the Goods and providing any information in relation to use, maintenance and storage.

5.2 The Supplier agrees to supply the Goods with all relevant information pertaining to the use, storage and maintenance of the Goods and any relevant technical information, including health and safety information.

5.3 If the Goods supplied are hazardous substances or materials, radiation substances or biological substances, the Supplier agrees to supply the Goods with clear and durable labelling and copies of all relevant technical information sheets including safety data sheets (**SDS**), radiation safety data sheets and information data sheets (respectively). This information must be supplied either on or before the delivery of the Goods.

5.4 If the Goods supplied are electrical equipment the Supplier is responsible for the initial electrical safety of the new equipment and the Goods should be provided tagged as tested.

6. Safety of Services

6.1 The Supplier must ensure the Services are carried out at the relevant Purchaser site (or other location nominated by the Purchaser) in compliance with relevant laws, any applicable Australian standards and in a manner which does not pose a risk to the health and safety of others.

6.2 The Supplier of Services warrants it is (and any persons enagaged by the Supplier are) qualified to provide the Services to the Purchaser and will provide evidence of such qualification if requested by the Purchaser.

6.3 The Supplier of Services agrees to abide by the current policies and procedures in force at the relevant Purchaser sites/sites nominated by the Purchaser.

6.4 The Supplier of Services agrees to supply all relevant written safety documentation for the Services to be provided including safe work method statements (**SWMS**), job safety analysis (**JSA**), work assessments and/or worker training, where applicable.

6.5 The Supplier of Services agrees that the Purchaser has a right to direct the suspension of Services which are provided in an unsafe manner.

7. Warranties

The Supplier warrants that it has good and complete title to the Goods and that the Goods are free from all liens and encumbrances, do not infringe any patent, trademark, copyright or other intellectual property rights and comply with all applicable laws and regulations.

8. Insurance

8.1 The Supplier must obtain and maintain with a reputable insurer the following insurances:

a) public liability insurance for a minimum limit of liability of $20,000,000 for any one claim;

b) workers compensation insurance; and

c) any other insurance required by law.

8.2 The Supplier must, upon receipt of a reasonable request from LINX, provide certificates of currency from the relevant insurer for each policy of insurance required pursuant to this clause 8 and a statement to the reasonable satisfaction of LINX as to payment of workers compensation premiums.

9. Confidentiality

Any information or data furnished or disclosed to a party to this Order, in connection with this Order, is confidential and shall not be disclosed to any third party without the prior written consent of the disclosing party, unless otherwise required by law.

10. Delivery

The Supplier shall ensure that the Goods are delivered undamaged to the address nominated on the Purchase Order, on the date for delivery advised by the Purchaser (unless otherwise notified in writing by the Purchaser) and in accordance with any other instruction by the Purchaser regarding transportation.

11. Title and Risk

The Goods shall be at the sole risk of the Supplier until delivery, at which time title to and risk in the Goods shall pass to the Purchaser regardless of whether the Purchaser has paid the Supplier for the Goods, except that title to and risk in goods rejected by the Purchaser shall remain with the Supplier.

12. Exclusion of Liability

12.1 Neither party will be liable to the other, in connection with this agreement for any loss of profits, loss of revenue, loss of access to markets, loss of goodwill or credit, loss of reputation or future reputation, loss of production, loss of business, loss of opportunity, adverse publicity, damage to credit rating, loss of use, increased overhead cost, production or other down time, remote or abnormal loss or loss of anticipated savings or any financial or economic loss (whether direct or indirect), or loss which results from some special circumstance or supervening event.

13. Invoices

13.1 The Supplier must provide the Purchaser with a tax invoice (**Tax Invoice**) for the Goods delivered or Services provided and accepted under this Order, which must show the Order number, date and address nominated on the Order and fully itemise the Goods and/or Services delivered or provided, including any amounts of tax payable on those Goods or Services.

13.2 The Purchaser will not process any Tax Invoice for payment unless it references the Purchase Order number provided to the Supplier.

13.3 The words and expressions used in clause 13 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning.

13.4 If any supply made under this Order is subject to GST, the Tax Invoice rendered by the Supplier in clause 13.1 must be a valid Tax Invoice.

14. Prices and Payments

14.1 Price adjustments for any variations notified by the Purchaser shall be at the prices or rates included in this Order or, if there are no applicable prices or rates, they shall be agreed between the Supplier and the Purchaser.

14.2 Subject to clause 18 and to the receipt of a properly rendered Tax Invoice, the Purchaser shall pay the value of the Goods or Services supplied by reference to the price set out in this Order or as otherwise agreed under clause 3.3 within 45 days from the last day of the month in which the Tax Invoice was received by the Purchaser.

15. Subcontracting and Assignment

15.1 The Supplier shall not, without the prior written consent of the Purchaser (acting reasonably), subcontract the delivery or provision of any of the Goods or Services. Any such consent shall not relieve the Supplier of any of its obligations under this Order.

15.2 The Supplier shall not, without the prior written consent of the Purchaser, assign, charge, or encumber this Order or any rights under this Order or any part of this Order or any Goods.

15.3 The Purchaser shall not, without the prior written consent of the Supplier, assign, charge, or encumber this Order or any rights under this Order or any part of this Order.

16. Default

16.1 If a party:

a) is in breach of any warranty or material term or condition of this Order;

b) becomes insolvent or is unable to pay its debts when they fall due;

c) is the subject of an event described in section *459C (2)(b) or section 585 of the Corporations Act* 2001;

d) has imposed on it any arrangement for the benefit of its creditors; or

e) any part of its property or undertaking has a receiver, receiver and manager, agent for a mortgagee, administrator, controller or provisional liquidator appointed,

then the other party (**Terminating Party**) may, without prejudice to any other rights it may have, terminate this Order.

16.2 If the Purchaser is the Terminating Party, in addition to its rights in clause 16.1, the Purchaser may, cease payments and recover as a debt due any sums paid for undelivered Goods and for Services not provided and any extra costs, losses, expenses or damages it may suffer or incur in purchasing similar goods or services from alternative suppliers.

16.3 No waiver of a breach of any provision of this Order by the Purchaser shall constitute a waiver of any other breach or any other provision.

17. Termination for Convenience

17.1 Either party may terminate this Order at any time by giving not less than 30 days' notice in writing to the other party for any reason regardless of whether the non terminating party is in default. In the event that the Purchaser is the terminating party, the Supplier shall, in full settlement of any claim in respect of the termination, be entitled to payment of:

a) the amount which, but for the termination, would have been payable for the Goods delivered or the Services provided and accepted up to the date of termination (after taking into account any previous payments, and moneys due to the Purchaser);

b) the cost of materials, Goods or Services reasonably ordered and which the Supplier is legally liable to accept, provided the materials, Goods or Services become the property of the Purchaser upon payment; and

c) any other costs reasonably incurred by the Supplier in expectation of completing the supply of the whole of the Goods or Services excluding those within the ambit of parts (a) and (b) of this clause 16.1, provided that the sum of payments under this clause 17.1, plus any previous payments shall not exceed the total price of this Order.

17.2 Where the Purchaser is the terminating party, the Supplier must use its best endeavours to use any materials, goods or services ordered in relation to this Order but no longer required due to termination of this Order in accordance with clause 17.1, in relation to another order or part of its business, and otherwise mitigate any costs it may incur in accordance with clause 17.1(b) and (c).

18. Dispute

Without affecting the rights of the Purchaser or of the Supplier at law or under any relevant or applicable statute, any dispute or difference in connection with this Order may be referred to be resolved by mediation by a person and process agreed upon by the Supplier and the Purchaser or, failing such agreement or resolution by or through that process, shall be submitted to arbitration in accordance with and subject to the Resolution Rules for the Conduct of Commercial Arbitrations.

19. Law

The terms and conditions of this Order shall be governed by the laws in force in the State or Territory in which the Goods are to be delivered or the Services are to be provided or may otherwise be agreed.

20. Interpretation

In this Order, reference to a person includes a corporation or other entity, the singular includes the plural and vice versa and, if more than one, the persons comprising the Supplier shall be jointly and severally bound by the terms and conditions of this Order.

21. No Limitations or Statutory Rights and Severance

Nothing in this Order shall have the effect of or be taken to have the effect of excluding, restricting or modifying the provisions of any relevant or applicable statute. If it is determined that a word, phrase, sentence, paragraph or clause is unenforceable, illegal or void then it shall be severed, and the other provisions of this Order shall remain operative.

22. Anti-Bribery & Corruption

The Supplier warrants and undertakes to the Purchaser that:

a) it has not offered, promised, given or agreed to give and shall not during the term of this Order offer, promise, give or agree to give to any person any bribe on behalf of the Purchaser or otherwise with the object of obtaining a business advantage for the Purchaser or otherwise;

b) it will not engage in any activity or practice which would constitute an offence under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Public Officials Act and that it shall not cause the Purchaser to be in breach of any of the applicable Anti-bribery and corruption laws;

c) it has and during the term of this Order will maintain in place its own policies and procedures to ensure compliance with any applicable anti-bribery and corruption laws;

d) it will ensure that any person who performs or has performed services for or on its behalf (**Associated Persons**) in connection with this Order complies with this clause 22;

e) it will not enter into any agreement with any Associated Person in connection with this Order, unless such agreement contains undertakings on the same terms as contained in this clause 22;

f) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditures in connection with this Order;

g) from time to time during the term of this Order, at the reasonable request of the Purchaser, it will confirm in writing that it has complied with its undertakings under this clause 22 and will provide any information reasonably requested by LINX to demonstrate such compliance;

h) it will report to the Purchaser or to Brookfield's Reporting Hotline (1800 152 863) as soon as practicable any request or demand for any improper payments or other improper advantage of any kind received by the Supplier from the Purchaser or any other person in connection with the performance of this Order; and

i) it will notify the Purchaser as soon as practicable of any breach of any of the undertakings contained in this clause 22 of which it becomes aware.

This clause 22 survives completion or termination of this Order.

23. Right to Audit

a) In connection with this Order, the Supplier shall establish and maintain a reasonable accounting system that enables the Supplier to readily identify the Supplier's assets, expenses, costs of goods, and use of funds. The Purchaser and its authorised representatives shall have the right to audit, to examine, and to make copies of or extracts from, all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Order kept by or under the control of the Supplier, including, but not limited to those kept by the Supplier, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

b) The Supplier shall, at all times during the term of this Order and for a period of 7 years after completion or termination of this Order, maintain such records, together with such supporting or underlying documents and materials. The Supplier shall at any time requested by the Purchaser, whether during or after completion of this Order or following termination of this Order, and at the Supplier's own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the Purchaser.

c) Such records shall be made available to the Purchaser during normal business hours at the Supplier's office or place of business upon 3 days written notice.

d) In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the Purchaser.

e) The Supplier shall ensure the Purchaser has these rights with the Supplier's employees, agents, assigns, successors and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Supplier and any subcontractors to the extent that those subcontracts or agreements relate to fulfilment of the Supplier's obligations to the Purchaser.

24. Modern Slavery

The Supplier:

a) acknowledges that LINX is committed to identifying, preventing and mitigating modern slavery, human trafficking, forced labour and other human rights abuses within its operations and supply chains;

b) must take all reasonable steps to ensure there is no Modern Slavery (as defined in the *Modern Slavery Act 2018* (Cth)) in its operations and supply chain, or that of its subcontractors and suppliers, and otherwise represents, warrants and undertakes that it and its Associates comply and will continue to comply with the *Modern Slavery Act 2018* (Cth) and any other applicable modern slavery legislation;

c) must maintain throughout the Term its own policies and procedures that are intended to ensure compliance with this clause 1, including an effective, risk-based modern slavery due diligence system to identify, assess, address and monitor risks of modern slavery;

d) must, at LINX's reasonable request and within a reasonable timeframe, provide all information, documents and assistance required to allow ensure LINX to may comply with applicable modern slavery laws including but not limited to completing questionnaires, permitting audits of relevant systems and supply chains and adopting or aligning policies where reasonably required by LINX;

e) must immediately notify LINX in writing if it becomes aware of any actual or potential modern slavery risk or incident in connection with this Agreement or within its supply chain and must promptly provide a remediation plan and take all reasonable steps to mitigate the risk and remedy any harm to affected individuals; and

f) must ensure that any subcontracting arrangement entered into in connection with this Agreement includes obligations equivalent to those set out in this clause and must actively monitor subcontractor compliance.

A breach of this clause by the Supplier is a material breach and entitles LINX to terminate this Agreement immediately.