

Purchase order terms

1. Definitions and interpretations

In these terms and conditions:

- 1.1. **Australian Consumer Law** has the meaning it is given in the *Competition and Consumer Act 2010* (Cth).
- 1.2. **G&S** means the goods and/or services specified in the purchase order.
- 1.3. **Purchase order** means SCG's offer to purchase G&S from the supplier, to which these terms form a part.
- 1.4. **Supplier** means the party named as the supplier of the G&S in the purchase order.
- 1.5. **SCG** means Silver Chain Group Ltd (ABN 77 119 417 018) either in its own right or on behalf of its subsidiaries and related body corporates and includes its successors and assigns.
- 1.6. **Terms** means these terms and conditions.
- 1.7. **Working validations** mean all applicable registrations, licences, clearance checks, statutory declarations, and screenings mandated by legislation.

2. Terms of contract

- 2.1. If SCG wishes to purchase goods and services from the supplier, it will send a signed purchaser order to the supplier accompanied by these terms.
- 2.2. If the supplier accepts the purchase order, it must promptly sign and return a copy of the purchase order to SCG. If the supplier is unwilling or unable to supply or perform some or all of the G&S specified in the purchase order, or if the supplier wishes to amend some or all of these terms prior to supplying or performing the G&S, the supplier must advise SCG as soon as possible, and no later than 4pm (AWST) on the day following the date of the purchase order.
- 2.3. If SCG agrees to any proposed amendments pursuant to clause 2.2, both SCG and the supplier must sign an amended purchase order which will

- 2.4. be binding from the date the last party signs and will incorporate these terms. Any conditions of sale appearing on any document of the supplier will be of no legal effect and will not constitute part of the contract between the supplier and SCG in respect of the G&S even if a representative of SCG signs those terms and conditions or annexes such terms and conditions to the purchase order.
- 2.5. Without limiting any other lawful method of acceptance, performance or part performance or supply of the G&S by the supplier is deemed to be acceptance by the supplier of these terms regardless of whether the supplier has signed a purchase order.
- 2.6. If there is any inconsistency between these terms and a signed purchase order or other written agreement (**agreement**) between the parties, the terms of the agreement prevail to the extent of the inconsistency unless specifically expressed otherwise.

3. Supply of goods and services

- 3.1. The supplier must provide the G&S in accordance with the purchase order and these terms.
- 3.2. SCG may reject any G&S that do not materially comply with these terms. Without prejudice to SCG's rights otherwise arising under these terms or at law, if SCG rejects any G&S, the supplier must, at SCG's election either replace, without further cost to SCG, the rejected G&S with G&S that comply with these terms or refund any payment for the rejected G&S.

4. Client services

- 4.1. If some or all of the G&S will be supplied to or performed for the direct benefit of a SCG client, the supplier acknowledges that the Australian consumer law may apply to the provision of those G&S.
- 4.2. If a SCG client attempts to order G&S directly from the supplier and specifies that SCG will pay for the G&S, the supplier must contact the SCG staff

member named on the purchase order for authority before agreeing to supply the G&S. SCG is not liable to pay the supplier for G&S ordered by a SCG client unless this clause has first been complied with and authority given.

5. Compliance with laws and policies

- 5.1. The supplier must comply with all reasonable and lawful SCG policies communicated by SCG to the supplier and all reasonable and lawful directions given to the supplier by SCG representatives.
- 5.2. The supplier must comply with all applicable laws and regulations governing the supply of the G&S including laws specifying safe working practices. Suppliers providing on site services may be required to undergo site induction.

6. Working validations

Where the supplier's personnel will enter the home or premises of a SCG client to provide G&S or SCG's premises, the supplier must ensure that all of its workers providing G&S pursuant to the purchase order have:

- 6.1. All applicable working validations including a police clearance check that is dated not more than 3 years before the last day on which the worker is to provide the G&S; and does not record that the person has been convicted of murder or sexual assault, convicted of, and sentenced to imprisonment for any other form of assault or convicted for theft, fraud or dishonesty; and
- 6.2. Provided proof of receiving the required Australian government approved COVID-19 vaccine (or a valid medical exemption), and continue to satisfy and promptly comply with any SCG policy with respect to COVID-19 vaccination and any vaccination mandate or requirements stipulated by any government authority or body with respect to COVID-19, and provide

evidence to SCG of such compliance promptly upon request.

7. Warranties

The supplier warrants that:

- 7.1. The G&S will be provided in a professional manner, be fit for the purpose for which G&S of the same kind are commonly supplied, meet applicable Australian Standards, be performed with skill and care, be in conformity with industry, legislative and regulatory standards (including but not limited to the Aged Care Quality Standards) and instructions provided by SCG (or if applicable, a SCG client) and be of a high quality and workmanship.
- 7.2. Any goods supplied come with clear title and a right to undisturbed possession and (except consumables) will have spare parts and repairs available for a reasonable amount of time after purchase.
- 7.3. There are no restrictions which prevent it supplying the G&S and it will not infringe the intellectual property rights of any party by supplying the G&S.
- 7.4. Its personnel are registered, licensed, qualified and appropriately trained to supply the G&S, understand and are aware of occupational health and safety laws (**OH&S laws**) and agree to that its personnel will, at all times, comply with the OH&S laws, while engaged by SCG.

8. Indemnities

- 8.1. Except to the extent caused or contributed to by SCG, the supplier indemnifies SCG against all direct loss, damage, expense, legal costs and claims arising out of:
- 8.2. Any fault with the G&S caused, or contributed to, by the supplier;
- 8.3. Any negligent or unlawful act of the supplier or its directors, officers, agents, delegates, suppliers or employees in any way relating to the purchase order;

- 8.4. Any action or claim for alleged infringement of any intellectual property rights related to the G&S;
- 8.5. Any misuse or unauthorised disclosure of personal information arising under the *Privacy Act 1988* (Cth); and
- 8.6. Any material or persistent breach of these terms. This clause 8 survives termination or expiry of these terms.

9. Insurance

- 9.1. The supplier must at its own cost maintain, and on request provide evidence to SCG of workers compensation insurance (unless the supplier is a sole trader or partnership), public and products liability insurance in the amount of not less than 5 million dollars in respect of any one claim and any other policies of insurance in a quantum reasonably required in the circumstances to cover any and all potential claims arising out of, or concerning, the performance of the supplier's obligations under the purchase order.

10. Privacy and confidentiality

- 10.1. Each party agrees to comply with its obligations under the *Privacy Act 1988* (Cth) (**act**) and to immediately notify the other party of any use or disclosure of information which might cause the other party to be in breach of the act.
- 10.2. Any information provided by one party to the other party that the receiving party knows, or ought to know is confidential, or which is otherwise marked as confidential, must not be disclosed by the receiving party to any third party without the providing party's prior written consent.
- 10.3. This clause 10 survives termination or expiry of these terms.

11. Payment and tax

- 11.1. If GST is imposed on any supply made by the supplier pursuant to the purchase order, the supplier may recover from SCG, an amount equal to

the GST payable in respect of that supply.

- 11.2. The supplier warrants that it has an Australian Business Number and is registered for GST purposes.
- 11.3. Tax invoices must be sent to accountspayable@silverchain.org.au (unless otherwise advised in writing) within 30 days of the last date on which the G&S are delivered or performed. Tax invoices must specify the G&S supplied, the SCG entity to whom the G&S were supplied, the name of the SCG employee that placed the purchase order and, where applicable, the name and SCG personal identification number of the SCG client the G&S relate to.
- 11.4. Provided that the supplier has complied with all of the terms, SCG will pay the supplier for the G&S within 30 days of receiving a valid tax invoice that meets the requirements of clause 11.3 above.
- 11.5. SCG is not liable to pay for any G&S invoiced more than 90 days after the last date on which the G&S were delivered or performed.
- 11.6. SCG may reduce any payment due to the supplier by any amount that the supplier is liable to pay SCG.

12. General

- 12.1. SCG may at its own cost conduct random audits of the performance of the supplier's obligations under this agreement to ensure compliance with these terms.
- 12.2. Either party may terminate the purchase order for convenience by giving the other party 14 days' notice in writing. SCG will only be liable to pay the supplier for G&S delivered pursuant to the purchase order prior to termination.
- 12.3. Risk and title in goods (free of all encumbrances and interests) pass upon delivery.
- 12.4. The supplier must comply with any reporting requirements reasonably requested by SCG in relation to the G&S.

- 12.5. The supplier must not, without the prior written approval of SCG subcontract the performance of any of the services and SCG's approval to subcontract does not relieve the supplier from any liability or obligation of the supplier pursuant to these terms.
- 12.6. The supplier has no authority to bind SCG in any respect nor to incur any liability or make any commitment on behalf of SCG.
- 12.7. The supplier and any sub-contractors consented to by SCG are at all times independent contractors and are not employees, agents or partners of SCG.
- 12.8. An amendment or variation to these terms is not effective unless it is agreed in writing (including by email) between the parties.
- 12.9. The obligations in these terms of a party giving written notice to the other party are suspended to the extent to which they are affected by an event (**force majeure event**) which is outside of the reasonable control of that party for as long as the force majeure event continues.
- 12.10. If any part of these terms is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining terms shall not in any way be affected or impaired.
- 12.11. The law of the state in which the G&S will be supplied shall govern this transaction and if the G&S will be supplied in multiple States, the law of Western Australia shall apply.
- 12.12. Any notice to be given by one party to the other under the purchase order must be in writing. Notices to SCG must be sent to procurement@silverchain.org.au. Notices to the supplier must be sent to the supplier's email or physical address set out in the purchase order.