

*These Terms and Conditions of Purchase and Supply together with any Purchase Order (or similar document) that may be issued by or on behalf of Ajilon form the agreement (hereinafter the "Terms and Conditions") between us, a company that is part of the Ajilon Australia Pty Ltd ACN 076 517 354 group (hereinafter "Ajilon" or the "Ajilon Group Contracting Party"), to purchase certain Goods and Services from you (hereinafter "the Supplier"), and will become effective upon our engagement of you.*

1. The Supplier agrees to provide the Goods and Services to Ajilon in accordance with these Terms and Conditions.
2. The Supplier acknowledges and agrees that Ajilon may retain other Suppliers to provide similar, identical, or different Goods and Services at any time.
3. These Terms and Conditions shall take precedence over any other document executed or entered into between the parties.
4. The Supplier must ensure the Goods and Services match the description and perform in accordance with Ajilon's requirements as advised to the Supplier from time to time, are performed with due care and skill and by appropriately qualified and trained personnel, and are fit for the purposes for which the Goods and Services of that type are commonly acquired and any other purposes which have been notified to the Supplier by Ajilon.
5. Unless otherwise specified by Ajilon, the Supplier must provide all equipment necessary for it to provide the Goods and Services.
6. The Supplier must comply with (and must ensure that all personnel comply with) all laws, industry codes and standards applicable to the provision of the Goods and Services or to the use of the equipment; any reasonable directions and instructions which may be given to the Supplier or any personnel, by Ajilon, and any systems and technical requirements, occupational health & safety requirements; environmental requirements and corporate policies or standards which may be notified to the Supplier by Ajilon.
7. The Supplier acknowledges that it is responsible for the acts and omissions of all of its personnel whether they are on Ajilon's premises or if they are in any way involved in providing the Goods and Services to Ajilon, and all of its personnel are, and will remain at all times, employees or contractors of the Supplier (and will not be, or be deemed to be, employees or contractors of Ajilon), and it is solely responsible for the payment of remuneration to, the maintenance and cost of workers' compensation for, and compliance with, and the costs of, all other statutory, award, contractual or other legal obligations in respect of its personnel.
8. On request from Ajilon, the Supplier must provide Ajilon with details of the skills, qualifications and experience of any personnel, and promptly remove or replace (at Ajilon's election) any personnel.
9. The Supplier must promptly notify Ajilon if the Supplier becomes aware that the Goods and Services do not comply with any of the requirements of these Terms and Conditions; give Ajilon written reports in accordance with the reporting requirements requested by Ajilon from time to time, and promptly give Ajilon, upon request, any information which Ajilon reasonably requires, including information required to assess the financial solvency of the Supplier.
10. The Supplier may only sub-contract the performance of these Terms and Conditions with Ajilon's prior written approval and provided that the Supplier ensures that any sub-contract between it and a sub-contractor includes, and is consistent with, all relevant terms of these Terms and Conditions. The Supplier will be responsible for all acts and omissions of any sub-contractors as if they were acts or omissions of the Supplier. The entry into a sub-contract by the Supplier will not relieve the Supplier from liability for performance of its obligations under these Terms and Conditions.
11. On not less than three (3) days and not more than fourteen (14) days' notice from Ajilon, the Supplier must give Ajilon and its authorised Representatives access to its facilities, premises, systems, records, books and Personnel to enable Ajilon to assess whether or not the Supplier and the Goods and Services comply with these Terms and Conditions.
12. Ajilon may conduct credit checks of the Supplier, its controller (if any) and the directors of any of them. Promptly upon request from Ajilon, the Supplier must provide Ajilon with the written consent of its controller (if any) and each director, to conduct such credit checks.
13. Ajilon agrees to pay the price less any discounts for the Goods and Services. Unless otherwise agreed in the applicable Goods and Services description, the price includes all charges for any items (including equipment and deliverables) used or supplied by the Supplier in connection with the Goods and Services, and all existing taxes and duties applicable to the supply of the Goods and Services, other than GST.
14. The parties acknowledge that some supplies made under, or in connection with, these Terms and Conditions may be subject to GST or other statutory taxes. To the extent that any supply made under, or in connection with, these Terms and Conditions is a taxable supply then Ajilon will pay a sum equal to the cost of the supply plus any applicable GST. If either party is entitled, under these Terms and Conditions, to be reimbursed or indemnified by the other party, the reimbursement or indemnity will be net of any input tax credits which may be claimed by the party being reimbursed or indemnified.
15. The Supplier must provide Ajilon with a valid tax invoice itemising the Goods and Services. The Supplier may only invoice Ajilon for the Goods and Services on a monthly basis in arrears. Ajilon will pay each undisputed valid tax invoice within 45 days of the receipt of the invoice.
16. Where Goods or Services have not yet been supplied, or only partially supplied, Ajilon may terminate the whole or part of these Terms and Conditions, without compensation to the Supplier, other than paying for the Goods or Services, which have been supplied and accepted by Ajilon, by giving notice to the Supplier. The Supplier may terminate these Terms and Conditions by giving 120 days notice to Ajilon if Ajilon is, or becomes, insolvent, or Ajilon breaches any material term of these Terms and Conditions and the breach is not capable of remedy or, if it is, Ajilon does not rectify that breach within 30 days of written notice.
17. The Supplier warrants and represents to Ajilon at the date of these Terms and Conditions that the execution of these Terms and Conditions has been properly authorised, that the Supplier has full corporate power to execute, deliver and perform its obligations under these Terms and Conditions, that these Terms and Conditions constitute a legal, valid and binding obligation on the Supplier, that the Supplier has the capabilities, skills, facilities and resources to perform its obligations under these Terms and Conditions, that the Supplier will perform its obligations under these Terms and Conditions with due care and skill, that in performing its obligations under these Terms and Conditions the Supplier will comply with all relevant laws, industry codes and standards (including those notified by Ajilon), that to its knowledge, there are no actions, claims, proceedings or investigations pending or threatened against the Supplier, or by it, which may prevent or limit the Supplier from supplying the Goods and Services to Ajilon, that the Supplier has all rights, licences and authorisations necessary for it to perform its obligations under these Terms and Conditions, and that the prices for the Goods and Services payable by Ajilon are equal to or better than the price for any comparable goods and services that the Supplier may require other customers to pay.
18. The Supplier warrants and represents that the Goods and Services will conform with the requirements of these Terms and Conditions and that the Goods and Services and the other deliverables will not infringe the Intellectual Property Rights of any third party, that the Goods and Services are free of defect and are provided in a competent and workmanlike manner, that the Goods and Services fulfil Ajilon's requirements, that the Goods and Services will not result in any loss or damage to Ajilon, save for the payment of the price.
19. The Supplier indemnifies Ajilon, any entity related to it, any entity within the Ajilon Group and its representatives, directors, officers, employees and entities in a commercial relationship with any of the preceding entities and individuals ("indemnified persons") against any loss suffered or incurred by any of the indemnified persons as a result of any illness, injury or death to any person, or any loss or damage, including loss and damage to any property or any person, arising out of or in connection with the performance of obligations under these Terms and Conditions, or provision of the Goods and Services, or the use of the Goods and Services or any deliverables; and any claim or action against an indemnified party that the Goods and Services or any Deliverable infringes the Intellectual Property Rights of any person.
20. Ajilon's total liability to the Supplier for all loss suffered or incurred by the Supplier (whether based on breach of contract, tort (including negligence) pursuant to indemnification, under statute, in equity or otherwise), shall not exceed in the aggregate the total of AUD\$100,000.



# TERMS & CONDITIONS OF PURCHASE

21. The Supplier must, at its cost, take out and maintain for the term of the agreement physical property insurance covering damage to, or destruction of, any property, plant or equipment used by the Supplier to supply the Goods and Services for not less than their restoration or replacement value, public and product liability insurance to cover all insurable sums which the Supplier may become legally liable to pay consequent on the death of, or bodily injury (including illness or disease) to, any natural person or loss of, or damage to (including loss of use of) any real or personal property, professional indemnity insurance to cover all insurable sums which the Supplier may become legally liable to pay consequent upon the Supplier's performance or purported performance of the Goods and Services; insurance in respect of all insurable claims and liabilities arising, whether at common law or under statute relating to workers' compensation or employer's liability, from any accident or injury to any person employed by the Supplier in connection with these Terms and Conditions; insurance in respect of all obligations, warranties and indemnities of the Supplier under these Terms and Conditions or related to these Terms and Conditions; and any other insurances required by law (including employers' liability insurance) or reasonably required by Ajilon. In the case of professional indemnity insurance, the Supplier must also maintain this insurance for seven (7) years after termination or expiry of these Terms and Conditions. The Public and Products Liability Insurance policies must be for not less than \$20 million per occurrence and the Professional Indemnity Insurance must be for not less than \$5 million per occurrence and each policy must contain a Principals' Indemnity clause and the policies must note Ajilon Australia Pty Ltd ACN 076 517 354 as Principal. The Supplier shall provide certificates of currency of all its insurances, to Ajilon within seven days of Ajilon's request to produce the same.
22. The Supplier assigns to Ajilon all intellectual property rights created or developed by, or on behalf of, the Supplier to meet Ajilon's requirements under these Terms and Conditions, or otherwise in the course of providing the Goods and Services ("Developed IP"). The Supplier also consents (and shall procure that any applicable employee, contractor (including sub-contractor) or consultant of the Supplier consents), to all or any acts or omissions that would ordinarily constitute an infringement of the moral rights (as the term "moral right" is defined by the *Copyright Act 1968 (Cth)*, as amended or replaced from time to time) ("Moral Right Consents") arising out of or in connection with the Developed IP.
23. To the extent that the Supplier is not the owner of any Developed IP, the Supplier must procure, at its own cost, the assignment of and rights to, and Moral Right Consents arising out of or in connection with, the Developed IP, to Ajilon.
24. The Supplier grants to Ajilon a non-exclusive, world-wide, royalty free, licence to use, reproduce, modify and adapt its pre-existing IP (and to sub-license these rights) for the purposes of performing its obligations or exercising its rights under these Terms and Conditions, or providing or using the Goods and Services; and exercising its rights in Developed IP. The Supplier shall procure any Moral Right Consents required for the Supplier to provide the licence to Ajilon contemplated by this clause 24.
25. The licences granted to Ajilon under these Terms and Conditions are irrevocable and survive the termination or expiry of these Terms and Conditions.
26. These Terms and Conditions are governed by the laws of Victoria. The parties each submit to the exclusive jurisdiction of the courts of that place and the courts of appeal from them.
27. If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from these Terms and Conditions and these Terms and Conditions otherwise remain in full force and effect. This clause has no effect if the deletion alters the basic nature of these Terms and Conditions, or is contrary to public policy.
28. These Terms and Conditions may only be varied by written agreement between the parties executed by directors of both the Supplier and Ajilon. A condition of these Terms and Conditions, or a right created by any of them may only be waived by written notice signed by the party granting the waiver. A waiver of a breach of these Terms and Conditions does not waive any other breach. For the avoidance of doubt, it is hereby clarified that an email or chain of emails must not be regarded as a "written agreement" between the parties, and that any written agreement for the purposes of this clause must contain in its heading either the words "Variation of Terms and Conditions" or "Waiver of Rights."
29. The person executing these Terms and Conditions on behalf of the Supplier guarantees the performance by the Supplier of its obligations.

I have read, understood and agree to abide by the terms and conditions listed above and offer to provide the following Goods and Services on the above terms at the prices offered in the Quote or Proposal

Signed .....

Printed name .....

Date .....

Position .....

Company Name .....

Please fax or email signed terms of business to your:  
Ajilon Account Director  
Ajilon Australia

**Ajilon Group Contracting Party:** Ajilon Australia Pty Ltd ACN 076 517 354

**Details of insurances to be taken out by Supplier (clause 21):**

<b>Insurance type</b>	<b>Amount</b>	<b>Insurer</b>	<b>Policy number</b>
<i>Physical property/works insurance</i>			
<i>Public liability insurance</i>			
<i>Product liability insurance</i>			
<i>Professional indemnity insurance</i>			
<i>Accident/workers compensation</i>			