

# Purchase Order Terms and Conditions

## 1. Order process

The Delivery Authority will issue a Purchase Order which is an offer to the Supplier to supply Goods or Services to the Delivery Authority. The Supplier can accept this Purchase Order by notifying the Delivery Authority, or by supplying the Goods or Services to the Delivery Authority.

## 2. Scope

- (a) The Supplier will supply, and the Delivery Authority will acquire and pay for, the Goods and/or Services in accordance with this Purchase Order.
- (b) The Supplier's appointment is non-exclusive. The Delivery Authority may acquire similar Goods or Services from other persons or perform similar Services itself.

## 3. Supply of Goods

- (a) The Supplier will:
  - (i) supply the Goods free of Defects, in accordance with the terms of this Purchase Order, including the Specification;
  - (ii) pack the Goods so as to ensure their secure and safe delivery and will ensure that the packaging clearly displays the relevant Purchase Order number;
  - (iii) deliver the Goods to the Delivery Authority at the Delivery Location by the Delivery Date and any documentation (including manuals, installation instructions and reference material) required to enable the Goods to be used by the Delivery Authority.
- (b) The Supplier must immediately notify the Delivery Authority if it will be unable to deliver the Goods by the Delivery Date and advise the Delivery Authority on the reasons why the Supplier will not be able to deliver the Goods by the Delivery Date and the Supplier's proposed new Delivery Date, for the Delivery Authority's approval. Any additional costs incurred by the Delivery Authority taking delivery on a date other than the original Delivery Date will be at the Supplier's expense, unless the change of Delivery Date is communicated by the Supplier and approved by the Delivery Authority.
- (c) Risk of loss or damage to the Goods remains with the Supplier while the Goods are in the possession of the Supplier. Title in the Goods passes to the Delivery Authority upon delivery of the Goods.
- (d) Where Goods are delivered on pallets, the pallets must be standard, two-way entry wooden pallets (1165 x 1165 millimetres) in accordance with Australian Standard AS4068-1993. Goods delivered on non-standard pallets not in accordance with Australian Standard AS4068-1993 will not be accepted unless prior written approval is obtained from the Delivery Authority. All Chep branded pallets will, where possible, be exchanged on a one-for-one basis at the time of delivery. The combined weight of the pallet and contents must be clearly labelled and must not exceed 2,000kgs. Goods must not overhang the pallet. All Goods delivered on pallets must be stacked in an interlocking or other appropriate manner to ensure stability (including stretch-wrapping and polypropylene strapping, where necessary). Labelling must be outwards facing to facilitate identification and checking of pallet contents.
- (e) If the packaging of Goods, an Invoice or a delivery note does not clearly display an official Purchase Order number, the Delivery Authority may refuse delivery, refuse payment, or return the Goods to the Supplier.

## 4. Supply of Services

- (a) The Supplier will supply the Services free of Defects, in accordance with the terms of this Purchase Order, including the Specifications.
- (b) The Supplier will supply the Services punctually and with due care, skill and diligence, by the Delivery Date, and otherwise in the manner the Delivery Authority reasonably requires.
- (c) The Supplier warrants that it and its personnel have the necessary skills, qualifications, licenses and expertise to perform the Services in accordance with the Purchase Order.
- (d) Unless otherwise agreed, the Supplier will provide all equipment, personnel, travel, accommodation and other resources the Supplier requires to perform the Services.

- (e) The Delivery Authority may, in its reasonable discretion, require the Supplier to remove personnel from performing this Purchase Order. The Supplier will promptly, at no additional cost to the Delivery Authority, arrange for the removal of those personnel and their replacement with personnel reasonably acceptable to the Delivery Authority.

## 5. Compliance with laws and Delivery Authority Policies

The Supplier will:

- (a) comply with:
  - (i) applicable laws and standards, including Safety Data Sheet requirements under WHS Legislation (where applicable); and
  - (ii) all Delivery Authority policies including the Health and Safety Policy, as well as the Alcohol and Drugs in the Workplace Policy, as amended from time to time, in relation to any activities performed in connection with this Purchase Order. Access to the relevant policies will be provided to the Supplier on request.
- (b) cooperate with the Delivery Authority and comply with any direction given by the Delivery Authority in relation to the supply of Goods or Services or any other matter that is relevant to the Purchase Order; and
- (c) provide Safety Data Sheets with the supply of any Hazardous Chemicals.

## 6. Compliance with Queensland Procurement Policy Requirements

- (a) The Supplier warrants that, in connection with this Purchase Order, it:
  - (i) will comply with the Supplier Code of Conduct;
  - (ii) is not suspended on the Procurement Assurance Portal at the date of this Purchase Order; and
  - (iii) will comply with any applicable requirements of the Procurement Assurance Model, to the extent relevant to the Goods or Services supplied.
- (b) The Supplier must promptly notify the Delivery Authority if it becomes aware of any actual or potential non-compliance with this clause.
- (c) The Supplier agrees to provide information reasonably requested by the Delivery Authority for the purposes of reporting, assurance or compliance with the Queensland Procurement Policy, including the Procurement Assurance Model.

## 7. Purposeful Public Procurement Outcomes

Where the Supplier has made commitments in connection with this Purchase Order relating to economic, environmental or social outcomes (including local participation, sustainability, ethical supply chains or workforce outcomes), the Supplier must:

- (a) deliver those commitments as part of the performance of the Goods and/or Services;
- (b) maintain records reasonably required to demonstrate delivery of those commitments; and
- (c) provide information or reports to the Delivery Authority upon reasonable request for the purposes of reporting, assurance or compliance with the Queensland Procurement Policy.

## 8. Price, payment and GST

- (a) Unless otherwise agreed, the Price includes all delivery costs, other expenses, Government taxes, duties and charges, except GST. The Supplier must invoice the Delivery Authority within seven (7) days after delivery of the Goods or completion of the Services. All invoices will:
  - (i) be made out to the Delivery Authority;
  - (ii) be a correctly rendered tax invoice;
  - (iii) be sent via email to [finance@crrda.org.au](mailto:finance@crrda.org.au);
  - (iv) include the Purchase Order number which corresponds with the invoice;
  - (v) identify the Goods and Services for which payment is being invoiced;
  - (vi) specify the amount due for payment in accordance with the Purchase Order.

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- (b) If GST is payable on the supply of the Goods or Services under a Purchase Order, the Delivery Authority will pay the Supplier an amount equal to the amount of GST payable on that supply. Subject to the receipt of a valid GST tax invoice, the GST is payable at the same time the Price is payable.
- (c) The Delivery Authority will pay invoices within thirty (30) days after receipt of a correctly rendered invoice. The Delivery Authority is not liable to pay for Goods or Services which the Delivery Authority reasonably determines as not being supplied in accordance with this Purchase Order, including any rejected Goods. Where the Delivery Authority queries or disputes an amount included in an invoice, the Delivery Authority does not have to pay the invoice until the query or dispute is resolved.
- (i) the Information Privacy Act, as if the Supplier or relevant personnel was the Delivery Authority; and
- (ii) all other Privacy Laws, in respect of that Personal Information; and
- (b) immediately notify the Delivery Authority on becoming aware of a breach of this clause 12 or any unauthorised access, use, modification, disclosure or other misuse of any Personal Information; and
- (c) comply with any reasonable request, direction or inquiry made by the Delivery Authority in relation to Personal Information or the Privacy Laws.

### 9. Quality

- (a) Where the Goods or Services are Defective, the Delivery Authority may, without prejudice to any other rights and remedies, at its option:
  - (i) reject the Goods or Services, in which case the Delivery Authority shall be entitled to a refund of any monies paid to the Supplier in relation to those Goods or Services;
  - (ii) require the Supplier to re-supply the Goods or Services, so that they comply with the requirements of this Purchase Order; or
  - (iii) accept the Goods or Services on terms acceptable to the Delivery Authority (including a reasonable reduction to the Price).
- (b) The Supplier must promptly collect any rejected Goods from the Delivery Authority and refund all amounts paid by the Delivery Authority in respect of rejected Goods or Services.

### 10. Delivery Authority Property

Delivery Authority Property remains the property of the Delivery Authority. Risk of loss or damage to the Delivery Authority Property passes to the Supplier when the Supplier takes possession of the Delivery Authority Property. The Supplier will not use or modify the Delivery Authority Property except in the proper performance of this Purchase Order. The Supplier will take reasonable care of the Delivery Authority Property and hand over to the Delivery Authority any the Delivery Authority Property when it is no longer required by the Supplier for the purposes of this Purchase Order, or in any case within seven (7) days of a request by the Delivery Authority.

### 11. Confidentiality

- (a) The Supplier will treat as confidential all information provided by or obtained from the Delivery Authority in relation to this Purchase Order which is not in the public domain, and will not disclose such information to any person except:
  - (i) to its personnel and advisors on a need to know basis;
  - (ii) with the Delivery Authority's consent; or
  - (iii) if required by law.
- (b) The Delivery Authority may disclose any information provided by or obtained from the Supplier:
  - (i) to its personnel and advisors on a need to know basis;
  - (ii) with a government agency or organisation defined as a public authority under Section 8(1) of the *Public Records Act 2023* (Qld);
  - (iii) as required under the *Right to Information Act 2009* (Qld);
  - (iv) for the purpose of the Delivery Authority's statutory duties and reporting requirements as a consequence of its status as a statutory authority including to satisfy its public disclosure obligations;
  - (v) where required or recommended by the Queensland Procurement Policy, on the Queensland Contracts Directory;
  - (vi) when it is authorised or required by law to be disclosed.

### 12. Privacy

The Supplier acknowledges that it is a contracted service provider within the meaning of section 34 of the Information Privacy Act and agrees, in respect of all Personal Information collected, used, disclosed or otherwise handled by or on behalf of the Supplier or under or in connection with this Purchase Order, to:

- (a) comply, and ensure that all personnel also comply, with:

- (i) the Information Privacy Act, as if the Supplier or relevant personnel was the Delivery Authority; and
- (ii) all other Privacy Laws, in respect of that Personal Information; and
- (b) immediately notify the Delivery Authority on becoming aware of a breach of this clause 12 or any unauthorised access, use, modification, disclosure or other misuse of any Personal Information; and
- (c) comply with any reasonable request, direction or inquiry made by the Delivery Authority in relation to Personal Information or the Privacy Laws.

### 13. Audit

- (a) The Supplier must establish and maintain complete, accurate, and up-to-date records and accounts (Supplier's Records) in connection with the supply of the Goods and/or Services and the performance of its obligations under this Purchase Order.
- (b) Upon at least seven (7) days' notice, the Supplier must permit persons nominated by the Delivery Authority supervised access to the Supplier's premises and Supplier's Records to verify the Supplier's compliance with this Purchase Order. The Supplier must do all things necessary to facilitate a prompt and efficient audit.

### 14. Warranty

- (a) The Supplier warrants that:
  - (i) all representations, warranties, declarations, statements, information and documents ("information") made or provided by the Supplier in connection with the Purchase Order are complete, accurate, up-to-date and not misleading in any way. The Supplier must immediately inform the Delivery Authority if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way;
  - (ii) at the time of supply, and for the duration of the Warranty Period, the Goods or Services are not Defective;
  - (iii) the Goods are new and have not been previously used, unless otherwise specified in this Purchase Order;
  - (iv) at the time title in the Goods passes to the Delivery Authority, the Goods are free from all liens, charges and encumbrances;
  - (v) the Services, any deliverables provided as part of performing the Services, and use of the Goods by the Delivery Authority will not infringe another person's Intellectual Property Rights;
  - (vi) the Services will be of a standard reasonably expected of an appropriately qualified contractor and will be fit for the Delivery Authority's purpose as notified to the Supplier;
  - (vii) it has the necessary skills and expertise to properly perform the Purchase Order, and all its personnel performing duties in relation to this Purchase Order are competent and have the necessary skills and expertise to properly perform the duties allocated to them concerning this Purchase Order;
  - (viii) the Goods and Services comply with applicable laws and Australian Standards;
  - (ix) it has obtained all required authorisations and licences (as applicable) to be able to provide the warranties contained in this clause 14;
  - (x) neither it nor its personnel have been convicted of an offence under the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A(3) of the *Criminal Code Act 1899* (Qld); or are subject to an order under, or have been convicted of an offence under the *Criminal Organisation Act 2009* (Qld); and
  - (xi) neither it, nor its personnel, have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Purchase Order or any actual or potential contract with any entity for goods and services similar to the Goods and Services.
  - (xii) neither it, nor its personnel, have engaged in, and will not engage in, any activity that may constitute a breach of any provision of the Anti-Bribery and Anti-Corruption Laws.
- (b) Without limiting clause 9, if the Goods or Services are Defective during the Warranty Period, the Delivery Authority may advise the Supplier and the Supplier will arrange for the repair or

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replacement (as necessary) of the Goods, or to rectify the Defective aspects of the Services, at no cost to the Delivery Authority.

### 15. WHS Legislation

- (a) As soon as practicable, the Supplier will report to the Delivery Authority:
  - (i) any relevant breach of the WHS Legislation; or
  - (ii) any notifiable incident under the WHS Legislation, that occurs in relation to the supply of Goods or Services.
- (b) The Supplier is responsible for notifying the regulator about any notifiable incidents in accordance with the WHS Legislation. The Supplier will consult, cooperate and coordinate activities with the Delivery Authority in relation to any matters which may have relevance to this Purchase Order under the WHS Legislation, including where there are mutual obligations. The Supplier is not a PCBU responsible for the management or control of the workplace when carrying out the Services, unless the Delivery Authority notifies the Supplier otherwise.

### 16. Intellectual Property

- (a) The operation of this Purchase Order will not affect ownership of any Intellectual Property Rights held by either party prior to the commencement of this Purchase Order.
- (b) All Intellectual Property Rights which are created in the performance of this Purchase Order will vest solely with the Delivery Authority and the Supplier warrants that there is no impediment (including but not limited to the infringement of third-party Intellectual Property Rights) to the Delivery Authority's ownership of such rights.
- (c) If any Intellectual Property Rights belonging to the Supplier existed prior to the commencement of the Purchase Order and are incorporated into the Goods or Services, the Supplier grants to the Delivery Authority a royalty-free, perpetual, irrevocable, and worldwide licence to use such intellectual property, which may be assigned or sub-licensed, to the extent necessary for the Delivery Authority to receive the full benefit of the Goods or Services.

### 17. Indemnity

The Supplier indemnifies and will defend the Delivery Authority against all claims, liabilities, losses, damages, costs and expenses made or awarded against, or suffered or incurred by, the Delivery Authority arising from or incurred in connection with a breach of this Purchase Order, negligence, any act or omission which is unlawful or contravenes any legislative requirement, or infringement of Intellectual Property Rights or moral rights, relevant to this Purchase Order, by the Supplier or its personnel. However, any indemnity provided under this clause will not apply to the extent of any negligent or unlawful act or omission by the Delivery Authority. In conducting a claim, suit or action in respect of which the Supplier indemnifies the Delivery Authority, the Supplier will, at the Supplier's expense, comply with the reasonable directions of the Delivery Authority.

### 18. Insurance

The Supplier must maintain, at the Supplier's cost, workers' compensation insurance (as required by law), public liability, professional indemnity (in relation to Services) and products insurance for the sum of not less than \$10 million per claim, or such other amounts and insurances as specified by the Delivery Authority in this Purchase Order.

### 19. Changes and cancellation

- (a) If the Supplier becomes aware of a matter which is likely to affect the ability of the Supplier to perform this Purchase Order, it must immediately notify the Delivery Authority of it.
- (b) The Delivery Authority may cancel any Purchase Order for Goods by providing written notice to the Supplier at any time prior to the delivery of the Goods.
- (c) The Delivery Authority may change, suspend or cancel a Purchase Order for Services at any time by providing written notice to the Supplier. Where the Delivery Authority changes the Services, the Price may be subject to a reasonable adjustment where justified and accepted by the Delivery Authority. Where the Delivery Authority suspends the Services, payment for Services

not yet performed will be suspended until the Delivery Authority notifies the Supplier to resume the Services.

- (d) Where the Delivery Authority cancels the Services under clause 19(c) after the Supplier has commenced performing them, the Delivery Authority will pay the Supplier a reasonable price for the Services performed and reimbursement for reasonable expenses incurred as a result of cancellation (which collectively, together with any amounts already paid, will not exceed the Price).

### 20. Modern Slavery

- (a) The Supplier must ensure (and must ensure that its Personnel), when performing its obligations in connection with this Purchase Order, comply with:
  - (i) all applicable Anti-Slavery Laws; and
  - (ii) the Queensland Procurement Policy and the Supplier Code of Conduct requirements relating to anti-slavery.
- (b) The Supplier must promptly notify the Delivery Authority in writing upon becoming aware of:
  - (i) any actual, suspected, potential or perceived occurrence of Modern Slavery within its operations or supply chain; or
  - (ii) any investigation, inquiry or enforcement action by a regulator or government authority relating to Modern Slavery involving the Supplier or its Personnel.
- (c) The Supplier must cooperate with the Delivery Authority to enable it to comply with its own obligations under any applicable Anti-Slavery Laws, including providing relevant information upon reasonable request.

### 21. Complaints

If at any time the Supplier considers that they have been unreasonably or unfairly treated and the Supplier has not been able to resolve the issue with the Delivery Authority's representative, the Supplier can make a complaint to the Delivery Authority via the Manager Procurement at [procurement@crda.org.au](mailto:procurement@crda.org.au).

### 22. Disputes

In the event of a dispute arising under this Purchase Order, senior representatives of each party must meet in an attempt to resolve the matter. If a resolution cannot be reached within ten (10) Business Days of such meeting, the parties agree to refrain from commencing court proceedings against each other (except where necessary for urgent interlocutory relief) without first engaging in mediation. All correspondence from the Supplier in relation to a dispute must be directed to the Delivery Authority's Manager Procurement at [procurement@crda.org.au](mailto:procurement@crda.org.au).

### 23. General

- (a) The Supplier assigns any manufacturer's warranty to the Delivery Authority, where possible to do so, and must inform the Delivery Authority where it is not possible to do so;
- (b) The Supplier must not assign its rights under this Purchase Order without the prior written consent of the Delivery Authority.
- (c) The Supplier warrants that to the best of its knowledge, information and belief, no conflict of interest exists or is likely to arise in the performance of this Purchase Order, and it will notify the Delivery Authority if any conflict of interest or risk of it arises at any time during the delivery of Goods or Services under this Purchase Order.
- (d) The Delivery Authority may set off money due to the Delivery Authority from the Supplier, or damages, costs or expenses recoverable by the Delivery Authority from the Supplier, against money due to the Supplier under this Purchase Order or another contract between the parties.
- (e) If any part of this Purchase Order is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Purchase Order.
- (f) The parties agree that clauses 7, 9, 11, 12, 14(b), 16 and 17 will survive the cancellation or completion of this Purchase Order, but are not intended to form an exhaustive list of the parties' surviving rights and obligations.
- (g) This Purchase Order constitutes the entire agreement between the Delivery Authority and the Supplier in relation to its subject matter. Any terms printed on the Supplier's invoice or other Supplier documentation do not apply. Any references to a

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Supplier quote are not to be construed as acceptance of terms and conditions which are not contained in this Purchase Order and are to be used only for the purposes of further defining the Specifications.

- (h) This Purchase Order is governed by and construed in accordance with Queensland law and the parties submit to the jurisdiction of the Courts of Queensland.
- (i) This Purchase Order may only be varied as agreed in writing between the parties.
- (j) Failure or omission by a party to require strict or timely compliance with any provision of this Purchase Order will not affect any right of that party to remedies it may have in respect of any breach of a provision.
- (k) The Supplier may not subcontract its obligations without the Delivery Authority's prior written consent.

## 24. Interpretation

In this Purchase Order:

- (a) clause headings are inserted for convenience only and do not affect interpretation;
- (b) to the extent of any inconsistency between these clauses and the details on the Purchase Order, these clauses prevail;
- (c) "includes" in any form is not a word of limitation;
- (d) a reference to the agreement means the agreement formed pursuant to this Purchase Order; and
- (e) the Price is in Australian currency and an obligation to pay money is an obligation to pay in Australian dollars; and the following terms are defined:

**Alcohol and Drugs in the Workplace Policy** means the Delivery Authority drug and alcohol management policy as amended from time to time.

**Anti-Bribery and Anti-Corruption Law** means any Law which prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or adviser of such person or has as its objective the prevention of bribery, corruption, money laundering, fraud or similar activities, and is applicable in the jurisdiction in which the Delivery Authority or the Supplier are registered or conduct business or in which activities relevant to the Services are to be performed, and includes the *Crime and Corruption Act 2001* (Qld).

**Anti-Slavery Laws** means:

- (a) Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth);
- (b) the *Modern Slavery Act 2018* (Cth); and
- (c) any other law which has as its objective the prohibition of exploitation of workers, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), or requires reporting or any other action in relation to the risks of those activities, and is applicable in the jurisdiction in which the Delivery Authority and the Supplier are registered or conduct business or in which activities relevant to the Services are to be performed.

**Australian Consumer Law** means schedule 2 of the *Competition and Consumer Law Act 2010* (Cth).

**CRR Participants** means the suppliers and entities involved in the delivery of the CRR Project, including their related entities and affiliates.

**CRR Project** means the 'cross river rail project' and any 'transport-related project' as those terms are defined in the *Cross River Rail Delivery Authority Act 2016* (Qld) and any associated activities.

**Defect** means that the Goods or Services:

- (a) do not conform to the Specifications;
- (b) have an error, defect or malfunction;
- (c) are not fit for the purpose made known by the Delivery Authority or are not of acceptable quality (as defined in section 54 of the Australian Consumer Law);
- (d) do not conform with the description or a sample or test item provided by the Supplier; or
- (e) otherwise do not comply with the requirements of this Purchase Order.

**Defective** means that the Goods or Services have a Defect.

**Delivery Authority** means the Cross River Rail Delivery Authority established under the *Cross River Rail Delivery Authority Act 2016* (Qld).

**Delivery Date** means the delivery date specified in the Purchase Order or, if no date is specified, a reasonable time after the date of this Purchase Order.

**Delivery Location** means the location for delivery of the Goods or performance of the Services specified in the Purchase Order or as otherwise notified by the Delivery Authority.

**Delivery Authority Property** means any property or information of the Delivery Authority in the custody or control of the Supplier or its personnel.

**Goods** means the items of goods specified in the Purchase Order. **GST** has the meaning given to that term under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Hazardous Chemical** has the meaning given under the WHS Legislation.

**Health and Safety Policy** means the Delivery Authority's WHS Policy Statement, and any of the Delivery Authority's health and safety-related policies, procedures, and standards as notified to the Supplier, and, where applicable, the health and safety-related policies, procedures, and standards of a CRR Participant, including where the Supplier accesses a CRR Participant-controlled Delivery Location.

**Information Privacy Act** means the *Information Privacy Act 2009* (Qld).

**Intellectual Property Rights** includes all rights in registered or unregistered intellectual property, whether in relation to copyright, trade mark, design, patents or other proprietary rights, existing in Australia or elsewhere, but excludes moral rights;

**Modern Slavery** has the meaning given to it in the *Modern Slavery Act 2018* (Cth).

**PCBU** means a 'Person Conducting a Business or Undertaking' as defined in section 5 of the *Work Health and Safety Act 2011* (Qld).

**Personal Information** means personal information as defined in the applicable Privacy Laws, including:

- (a) for the purposes of the Information Privacy Act – in that Act; or
- (b) for the purposes of the Privacy Act – in that Act.

**Procurement Assurance Model** or **PAM** means the Procurement Assurance Model referred to in Part 3 of the Queensland Procurement Policy, including any associated requirements, guidance or frameworks issued or updated from time to time in connection with that model.

**Procurement Assurance Portal** means the portal maintained by Queensland Government Procurement and available at: <https://qgpassuranceportal.hpw.qld.gov.au>, and any replacement portal.

**Purchase Order** means a purchase order issued to the Supplier by the Delivery Authority, which includes a cover sheet as well as these terms.

**Price** means the price specified in the Purchase Order, or such other price as the parties agree in writing.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Privacy Law** means any law which regulates, or has an objective for the protection or enhancement of any aspect of privacy, and includes the Privacy Act, the *Information Privacy Act 2009* and the *Spam Act 2003* (Cth).

**Queensland Contracts Directory** means the Queensland Government contracts directory hosted on the Queensland Government's open data portal (<https://www.data.qld.gov.au/>).

**Queensland Procurement Policy** or **QPP** means the Queensland Government's Queensland Procurement Policy 2026, available at: <https://www.forgov.qld.gov.au/finance-procurement-and-travel/procurement/procurement-resources/procurement-policies-and-frameworks/queensland-procurement-policy-2026>, or any policy that replaces that policy.

**Safety Data Sheet** means a safety data sheet as defined in the *Health and Safety Regulation 2011* (Qld).

**Services** means the service specified in the Purchase Order.

**Specifications** means:

- (a) specifications in, or referred to in, the Purchase Order;
- (b) the documentation referred to in clause 3(a)(iii); and

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(c) for Goods, includes the current applicable specifications published generally by the manufacturer of the Goods.

To the extent of any inconsistency between these specifications, the specifications listed earlier in this definition prevail over those listed later.

**Supplier** means the person identified in the Purchase Order as the supplier.

**Supplier Code of Conduct** means the supplier code of conduct available at

[https://www.forgov.qld.gov.au/\\_data/assets/pdf\\_file/0028/641719/supplier-code-of-conduct-2026.pdf](https://www.forgov.qld.gov.au/_data/assets/pdf_file/0028/641719/supplier-code-of-conduct-2026.pdf) as updated from time to time.

**Warranty Period** means the period commencing on delivery of the Goods to the Delivery Authority or completion of the Services (if both Goods and Services are supplied under the Purchase Order, whichever date is later), and continuing for the period of:

- (a) 12 months;
- (b) such longer period specified in the Purchase Order; or
- (c) for Goods supplied under this Purchase Order with a manufacturer's warranty which would otherwise exceed the Warranty Period, the duration of the manufacturer's warranty.

**Work Health and Safety Legislation** or **WHS Legislation** means any law which regulates, or has an objective for the protection or enhancement of any aspect of the health, safety and welfare of workers and other persons, including the *Work Health & Safety Act 2011* (Qld), *Electrical Safety Act 2002* (Qld), the *Work Health and Safety Regulation 2011* (Qld) and any relevant codes of practice, guidelines and advisory standards.