

Standard Terms and Conditions for Purchase of Goods/Services (for supplier who has not signed NPAL Supply & Service Agreement)

1. Agreement

1.1 These are the terms and conditions referred to in the purchase order (**Purchase Order**) overleaf or attached, unless NPAL and the Supplier are parties to a Goods or Services Agreement which has not expired or being terminated, in which case that agreement takes precedent over these terms and conditions. The Purchase Order, these terms and conditions and any attached drawings or other documents, comprise the agreement between Note Printing Australia Limited ACN 082 630 671 (**NPAL**) and the Supplier in respect of the supply of the goods and/or services specified in the Purchase Order (**the Goods/Services**).

1.2 For the avoidance of doubt, these terms and conditions supersede and will prevail over the Supplier's Terms and Conditions (or any similar document) unless otherwise agreed in writing by the authorised NPAL delegated authority.

1.3 Alterations or variations to a Contract (defined below in clause 3.4), a Purchase Order, these terms and conditions or any other attached drawings or documents, including the "adding" of costs/charges or extra works, will not be legally binding upon NPAL or the Supplier unless agreed in writing by the parties.

2. Precedence of Documents

Unless otherwise agreed by NPAL and the Supplier in writing, in the event of any inconsistency between a Purchase Order, these terms and conditions and any attached drawings or documents, the following order of precedence will apply:

- a) the Purchase Order;
- b) these terms and conditions; and
- c) any other attached drawings or documents.

3. Purchase Orders

3.1 If, within 3 business days of receipt of a Purchase Order (**Acceptance Period**), the Supplier has not accepted the Purchase Order and these terms and conditions then NPAL may, at anytime after the Acceptance Period but before acceptance by the Supplier of the Purchase Order and these terms and conditions, withdraw the Purchase Order. Any withdrawal of a Purchase Order will be communicated to the Supplier in writing.

3.2 When required by the Supplier, NPAL must reasonably evidence successful delivery of the Purchase Order to the Supplier.

3.3 If the Supplier does not agree to particular terms of the Purchase Order (e.g. price, quantity, date, details, terms etc.), it must notify NPAL, via email, within 3 business days of receipt of the Purchase Order and the Supplier will be deemed to have rejected the Purchase Order. Such notice must detail the terms of the Purchase Order that are not agreed. In response to a rejected Purchase Order, NPAL may submit a new Purchase Order and this clause 3 will apply to that new Purchase Order.

3.4 Upon the Supplier accepting a Purchase Order, there will be a binding agreement between NPAL and the Supplier for the supply of the Goods/Services on the terms set out in these terms and conditions (including any other attached drawings or documents) and the Purchase Order (**Contract**).

3.5 NPAL may cancel all or any part of a Contract effective immediately by giving written notice to the Supplier of the cancellation where NPAL no longer requires the Goods/Services because of reasons beyond the reasonable control of NPAL provided that if NPAL cancels a Contract under this clause it agrees, subject to clause 3.6, to pay any reasonable costs incurred by the Supplier in relation to the cancellation up to a maximum amount equal to the price payable by NPAL for the Goods/Services under the Contract less any price already paid. The Supplier must take all reasonable steps to mitigate any loss resulting from the cancellation of a Contract.

3.6 If notice of cancellation is provided by NPAL within any cancellation period specified in the Purchase Order (or, if no cancellation period is specified in a Purchase Order, within 3 business days of NPAL placing the Purchase Order), the Supplier will not be entitled to claim any cancellation fee or other amount from NPAL in connection with the cancellation.

3.7 NPAL also reserves the right to amend Purchase Orders that are not acknowledged by the Supplier within 3 business days of receipt, by giving written notice of such amendment to the Supplier, and such amendment Purchase Order shall, for the purposes of clause 3, be treated as a new Purchase Order which has been submitted by NPAL to the Supplier. Where the Supplier has provided acknowledgement of receipt of the Purchase Order within 3 business days of receipt, NPAL must seek written agreement from the Supplier to amend the Purchase Order.

4. Price

The price payable by NPAL for the Goods/Services will be the price specified in the Purchase Order. Unless otherwise stated in the Purchase Order, the price is fixed, includes all expenses incurred by the Supplier in relation to the provision of the Goods/Services and cannot be varied without the written agreement of NPAL and the Supplier. Unless stated otherwise, the price is exclusive of any applicable GST.

5. Payment

5.1 Unless otherwise stated in a Purchase Order, NPAL will pay for the Goods/Services which are not rejected under clause 8.2 within 30 days of the date NPAL receives a correctly rendered invoice from the Supplier for the Goods/Services (provided that NPAL must have received the Goods/Services before the Supplier may issue an invoice).

5.2 A correctly rendered invoice must include, as a minimum, the relevant Purchase Order number and must be a valid tax invoice for the purposes of GST legislation.

5.3 NPAL reserves the right to return to the Supplier any invoices deemed by NPAL not to be correctly rendered.

5.4 NPAL will not pay for packing, marking, transportation or storage of the Goods unless agreed to and stipulated in the Purchase Order.

5.5 NPAL will not pay for induction, training, demurrage, weekend rates or penalty rates, unless agreed to and stipulated in the Purchase Order or otherwise agreed to in writing by the authorised NPAL delegated authority.

6. Packing, Transportation and Chain of Responsibility

6.1 Unless stated otherwise in the Purchase Order, the Supplier is responsible for arranging for the delivery of the Goods/Services at its own cost and must ensure that deliveries of Goods, or the provision of Services (or both) comply with the delivery date, place and quantity requirements specified in the Purchase Order.

6.2 All Goods supplied by the Supplier must be packed in accordance with the agreed packing guidelines or, if none are agreed, any packing guidelines specified in the Purchase Order. Where no packing guidelines are specified or nominated, the Supplier is to specify the packing specification which must be appropriate for the Goods and environmentally sustainable. All Goods must be packed so as to avoid being damaged during transportation, loading and unloading. Without limiting the above, Goods must be packed and marked to ensure their safe delivery across the supply chain, which the Supplier acknowledges and agrees is important and of paramount consideration to NPAL.

6.3 The Supplier must take reasonable steps to comply with Chain of Responsibility legislation as it applies in each state of Australia, and ensure contraventions of road transport laws do not occur under the Heavy Vehicle National Law.

6.4 The Goods must be accompanied by packing slips or delivery dockets (with order numbers, description and

quantity of Goods) and any other relevant documentation that NPAL may reasonably specify from time to time (including, without limitation, correct Globally Harmonized System labelling for chemicals and updated Safety Data Sheets where required).

6.5 With respect to containers arriving onto any NPAL site, the Supplier is responsible for ensuring the Verified Gross Mass declarations are in compliance, are accurate and pose no Occupational Health and Safety or Work Health and Safety risk to NPAL or any persons.

7. Delivery, Risk and Title

7.1 The Supplier must immediately notify NPAL of any anticipated delay in delivery of the Goods, or provision of Services (or both) and provide NPAL with all information regarding the cause and the earliest possible revised delivery date.

7.2 In such event, the Supplier must do anything reasonably requested by NPAL to expediate delivery or provision of the Goods and Services or to mitigate the length of the delay and NPAL reserves any rights it has in relation to the delay, including any rights to terminate the Contract pursuant to clause 9.1.

7.3 Title to and property in the Goods passes to NPAL upon payment for the Goods or acceptance of delivery of the Goods, whichever occurs first.

7.4 Risk in the Goods passes to NPAL only upon acceptance of the Goods by NPAL by way of Proof of Delivery unless risk passes to NPAL earlier under any agreed Incoterms®, in which case risk passes in accordance with the Incoterms®. After taking possession of Goods, NPAL maintains the right to reject goods in accordance with clause 8.2.

8. Compliance with Specifications and Warranties

8.1 The Goods/Services must comply with the specifications set out in the Purchase Order or as otherwise agreed by the parties (**Specifications**) and the warranties set out in clause 12 (**Warranties**).

8.2 NPAL may reject any Goods/Services that fail to comply with the Specifications or the Warranties (including, without limitation, any Goods/Services detected by NPAL as not complying with the Specifications or Warranties after acceptance or delivery).

8.3 If NPAL rejects any Goods (**Rejected Goods**), the Supplier must remove the Rejected Goods from the NPAL site at the Supplier's expense and must (at the election and discretion of NPAL):

- a) repair or rectify the Rejected Goods at no cost to NPAL;
- b) immediately deliver replacement Goods at no additional cost to NPAL; or
- c) refund or deduct the price of the Rejected Goods from the relevant invoice.

8.4 If NPAL rejects any Services (**Rejected Services**), the Supplier must (at the election and discretion of NPAL):

- a) supply the Service again;
- b) pay to NPAL the cost of having the Services provided again; or
- c) refund or deduct the price of the Rejected Services from the relevant invoice.

8.5 The Supplier must provide access to its premises and all other assistance reasonably requested by NPAL or its representatives for the purposes of NPAL or its representatives inspecting any premises used or occupied by the Supplier in connection with the manufacture, storage, delivery or supply of the Goods, or provision of the Services (or both).

8.6 If NPAL requires the Supplier to submit samples of Goods, the Supplier must not proceed to bulk manufacture the Goods under the relevant Contract until NPAL has approved the samples in writing.

9. Termination

9.1 NPAL may immediately terminate any Contract by written notice to the Supplier at any time if:

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- a) the Supplier or its directors, shareholders, employees, or agents are charged with or accused of a crime which NPAL reasonably considers may have the potential to adversely affect NPAL's reputation;
- b) the Supplier fails to deliver the Goods or supply the Services by the date specified in a Purchase Order for the relevant Contract or otherwise agreed between NPAL and the Supplier and the Supplier has not remedied the failure to deliver the Goods or supply the Services with 7 days of receiving notice of the failure to make delivery or supply;
- c) the Supplier is in breach of clauses 13 or 14;
- d) the Supplier has materially breached the relevant Contract (including these terms and conditions) and the breach is not capable of remedy;
- e) the Supplier has breached any term of the relevant Contract (including these terms and conditions) which is capable of remedy and has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied; or
- f) the Supplier becomes subject to any form of insolvency or bankruptcy event or formal administration.

9.2 The Supplier may immediately terminate any Contract by written notice to NPAL at any time if:

- a) NPAL has materially breached the relevant Contract (including these terms and conditions) and the breach is not capable of remedy;
- b) NPAL has breached any term of the relevant Contract (including these terms and conditions) which is capable of remedy and has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied; or
- c) NPAL becomes subject to any form of insolvency or bankruptcy event or formal administration.

9.3 On termination of a Contract NPAL may (without prejudice to its other rights):

- a) cease payments to the Supplier under the Contract (other than any amounts which have accrued prior to termination);
- b) recover from the Supplier all sums paid by NPAL for undelivered Goods or unprovided Services; and
- c) purchase similar Goods/Services from alternative suppliers and, where the Contract is terminated by NPAL, recover on demand from the Supplier all direct and indirect loss NPAL reasonably incurs in doing so.

10. No Assignment or Subcontracting

Neither party may assign or novate any of its rights or obligations under a Contract (including these terms and conditions) without the other party's prior written consent (which will not be unreasonably withheld).

11. Insurance

In relation to the manufacture, delivery, storage and supply of the Goods, or the provision of Services (or both), the Supplier must take out and maintain:

- a) public and products liability insurance, with a limit of indemnity of not less than (1) \$20,000,000 for each and every occurrence for public liability claims; and (2) \$20,000,000 for each occurrence and in the aggregate for all occurrences in any 12 month period for product liability claims, which covers the Supplier and its employees, officers and agents (**Supplier Personnel**) as well as NPAL for its vicarious liability for the acts or omissions of the Supplier or Supplier Personnel, for their respective liability for any for loss or damage to property and the death of or injury to any person caused by or arising out of or in connection with the negligent performance of any obligation or the exercise of any right under the Contract by the Supplier or the Supplier Personnel including in respect of the manufacture, processing, alteration, repair, installation, supply, distribution or sale of any product. This

- insurance shall have a worldwide territorial limit which includes Australia;
- b) workers compensation insurance as required by law;
- c) compulsory third party motor vehicle liability insurance as required by law;
- d) all risks property insurance covering the Supplier's own property, equipment, materials owned, hired leased or used by the Supplier for the purposes of any Contract for the full replacement or reinstatement value of such insured property; and
- e) Marine Cargo insurance covering Goods the subject of these terms and conditions up to the time risk passes to NPAL (as specified in clause 7 of these terms and conditions).

12. Warranties

- a) The Supplier warrants to NPAL that all Goods will be of merchantable quality, free from defects and fit for the purposes for which NPAL intends to use them, and will remain so for the later of 12 months from the date of delivery or the duration of the shelf life of the Goods/.
- b) The Supplier warrants to NPAL that all Services will be provided with due care and skill within a reasonable time and will be fit for any particular purpose specified by NPAL or as agreed in any scope of works or the Purchase Order.

13. Compliance with Laws

In its performance of the Contract, the Supplier commits to compliance with:

- a) all anti bribery and corruption laws, and to the extent applicable to the operations of the Supplier and its dealings with NPAL, NPAL's anti-bribery and corruption policy;
- b) all relevant antitrust and competition law legislation, including, without limitation, the *Australian Competition and Consumer Act 2010* (Cth);
- c) all applicable state and federal laws relating to Modern Slavery, including, without limitation, the *Modern Slavery Act 2018* (Cth) and Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth) (**Modern Slavery Laws**); and
- d) all Laws (including the *Criminal Code Act 1995* (Cth)) dealing with improper or illegal payment, gifts or gratuities.

14. Representations, warranties and covenants in respect of Modern Slavery Laws.

The Supplier represents, warrants, undertakes and covenants to NPAL that the Supplier:

- a) does not and will not engage in any form of Modern Slavery (as defined in section 4 of the *Modern Slavery Act 2018* (Cth));
- b) has in place a written formal policy or appropriate procedures and protocols to require it and its employees to identify the risks of Modern Slavery practices and conduct audits of entities in its supply chain as necessary to comply with Modern Slavery Laws. The Supplier will take all reasonable steps to ensure its employees understand all such policies, procedures and protocols and the requirements to identify risks associated with Modern Slavery practices;
- c) as far as reasonably practicable, will ensure all entities in its supply chains are not engaging in Modern Slavery practices;
- d) must identify, assess and notify NPAL immediately after becoming aware of any actual or suspected instance of an entity in its supply chain being involved in Modern Slavery practices (including if the Supplier may have caused, contributed to or be directly linked to such practices) and advise NPAL of the steps it intends to take or has taken to rectify or mitigate all risks associated with such practices;

- e) agrees to fully participate in any audit conducted by NPAL in relation to this clause and NPAL's obligations under Modern Slavery Laws;
- f) will, to the extent that it is accurate, provide a written statement or certificate executed by a senior officer of the Supplier (as requested by NPAL) confirming that it, or as far as reasonable, any of the entities in its supply chain, are not in any way involved in Modern Slavery practices. The statement or certificate will only certify and attest to such compliance of the entities to the best of the relevant senior officer's knowledge after having made all due and proper internal inquiries of senior management and inquiries of external auditors as may be appropriate to ascertain the entities' compliance or non-compliance, but does not include making any inquiries of other external parties; and

- g) agrees that any breach of this clause by the Supplier will entitle NPAL to, acting reasonably, suspend performance of any Contract until NPAL is satisfied that the breach(es) have been addressed and rectified, or terminate the Contracts in accordance with clause 9.1. NPAL will not be required to pay any costs incurred by the Supplier in relation to any such suspension or termination.

15. Intellectual Property, Blueprints, Tools and Confidentiality.

15.1 All blueprints, tools, samples and specifications supplied by NPAL to the Supplier:

- a) remain the property of NPAL;
- b) must not be copied or reproduced in full or in part or disclosed or provided to a third party without the prior written consent of NPAL; and
- c) must be returned on the earlier of demand by NPAL or delivery of the relevant Goods, or provision of the Services.

15.2 The Supplier must indemnify and keep NPAL indemnified from and against all loss, damage or expense arising in respect of or in connection with any action or claim for alleged infringement of any patent, copyrights, registered design, trademark or any other intellectual property rights, by reason of NPAL's purchase, possession or use of the Goods/Services (other than to the extent the loss, damage or expense is caused by a breach by NPAL of the Contract).

15.3 The Disclosing Party means a party who discloses its confidential information to the Receiving Party. The Receiving Party means a party who receives confidential information from or on behalf of the Disclosing Party.

15.4 The Receiving Party must not disclose any information provided to it by the Disclosing Party that is noted as confidential, without the prior written consent of the Disclosing Party. The Receiving Party's obligations under this clause 15.4 are ongoing obligations.

16. Force Majeure

16.1 Neither NPAL nor the Supplier will be liable to the other for a delay in performing its obligations in respect of any Contract caused by any occurrence beyond its reasonable control, including, without limitation, fire, strike, disturbance, riot, war, pandemic or epidemic (or any action taken by a government agency in response to a pandemic or epidemic) act of God and government order or regulation (**Force Majeure Event**), provided that the party affected by such occurrence notifies the other party in writing within seven (7) business days of the commencement of that occurrence.

16.2 When the party ceases to be affected by the Force Majeure Event, it must immediately recommence performing its obligations under the Contract. However, if as a result of any such Force Majeure Event, supply of the Goods or provision of the Services is delayed more than 10 business days after the delivery date specified in the relevant Purchase Order, the party not affected by the Force Majeure Event may, without penalty, cancel the Contract to the extent it relates to such delayed Goods/Services.

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17. Disputes

- 17.1 NPAL and the Supplier agree to work together to quickly settle disputes or differences that may arise.
- 17.2 In the event that any such disputes or differences cannot be negotiated and resolved between the parties within 20 business days after the dispute was first raised, then the parties agree that the dispute must be referred to third party mediation in accordance with the Resolution Institute Mediation Rules and the Supplier must ensure the continued progress of achieving deliveries of Goods or providing the Services (or both) in accordance with the Purchase Orders.

18. Sustainability

The Supplier must comply with all laws, rules and orders in respect of the protection of the environment and must take all reasonable steps to minimise any negative effects of delivery of the Goods, or provision of the Services (or both) on the environment.

19. Waiver

No waiver of a right or remedy under these terms and conditions or a Contract is effective unless, and only to the extent, it is in writing and signed by the party granting it.

20. Applicable Law

Each Contract is governed by the law in force in the State of Victoria and the Commonwealth of Australia.

21. Severability

If any provision of a Contract is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed without affecting the validity or enforceability of the remaining provisions of the Contract.

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Approved:

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