

Purchase Order Terms and Conditions

1. Providing the Goods and/or Services

1.1 The Supplier agrees that CHL may purchase Goods and/or Services similar or identical to those provided by the Supplier from other suppliers.

1.2 CHL is not required to procure Goods and/or Services from the Supplier on an exclusive basis.

1.3 CHL is not required to procure any particular volume of Goods and/or Services from the Supplier.

1.4 Where the Supplier, or any person working with, for or under the direction of the Supplier, including any sub-contractor (Personnel) is reasonably likely to have access to any care recipient of CHL, the Supplier must, for each Personnel, provide CHL with a satisfactory Police Certificate which shows that they have no conviction for murder, sexual assault or other form of assault, and have not been convicted of, and sentenced to imprisonment for, any other form of assault. If any Police Certificate is not provided, or is deemed unsatisfactory by CHL, CHL may terminate this Order immediately.

1.5 The Supplier must provide CHL with any prescribed declaration stating that they, or their Personnel, have no overseas conviction for any of the offences listed in clause 1.4.

1.6 The Supplier must ensure that the Supplier and its Personnel:

1.6.1 are properly qualified and hold all necessary and current registrations, licences and certifications to provide the Goods and/or Services and must supply proof of registrations, licences and certifications upon request by CHL;

1.6.2 are not subject to a Banning Order or Exclusion Decision and are not being investigated in respect of a Banning Order or Exclusion Decision by a Government Agency;

1.6.3 provide the Goods and/or Services in compliance with the Work Health and Safety Act 2011 (NSW);

1.6.4 where relevant, ensure any equipment used is suitable for the work and maintained in good working condition;

1.6.5 notify CHL immediately either by telephone or in writing of any accident or incident that occurs at locations where the Goods and/or Services will be provided;

1.6.6 make and keep a record of any 'notifiable incident' (as defined in the Work Health and Safety Act 2011 (NSW) and keep that record for a period of 7 years from the date of notice of the incident;

1.6.7 comply CHL's Code of Conduct and with all reasonable directions, rules, regulations and policies regarding CHL's premises including the contractor policies at the following link:

<https://www.catholichealthcare.com.au/resources-for-contractors>; and

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1.6.8 comply with all rules and regulations regarding CHL's premises.

1.7 If the Supplier becomes aware of any fault or defects in any Goods supplied, it must immediately notify CHL and assist CHL to recall any such defective or faulty Goods, at no cost to CHL.

1.8 The Supplier must not and must ensure that its Personnel do not accept any gift from any resident or client of CHL valued at over \$25 AUD.

1.9 The Supplier must obtain all necessary authorisations and consents from their Personnel to provide CHL with requisite personal information including any requested documentation evidencing the suitability requirements as listed in this clause 1 or otherwise required under any applicable law, and any information or reports about their interactions with or observations on Clients.

1.10 The Supplier must comply with CHL's reasonable direction concerning the presentation and identification of the Supplier and their Personnel while attending any of the Sites. Any failure on the part of the Supplier or their Personnel to comply with the requirements of this clause 1.10, or any failure on the part of the Personnel to present adequate identification, will give CHL the right to terminate this Order in accordance with the provisions of clause 11.

1.11 The Supplier must notify CHL of any change in circumstance that could impact of their or their Personnel's suitability to provide the Goods and/or Services.

2. Warranties

2.1 The Supplier warrants that the Goods and, if applicable, any items used in the supply of those Goods and/or Services will:

2.1.1 be fit for the purpose for which the Goods and/or Services are being provided;

2.1.2 be of merchantable quality and be free from defect in material and workmanship;

2.1.3 have any applicable manufacturer's warranties the benefit of which must be assigned to CHL without liability;

2.1.4 be supplied within a reasonable time, if no time has been specified;

2.1.5 be in accordance with the description of Goods provided by the Supplier;

2.1.6 be sold to CHL free of any encumbrances on the title of the Goods; and

2.1.7 be free of any hidden securities or charges.

2.2 The Supplier represents and warrants that it and its Personnel engaged will provide the Goods and/or Services with all due care and skill and to a high standard.

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2.3 Nothing in the warranties in this clause 2 is intended to limit or exclude any warranties CHL is entitled to at law.

2.4 If the Supplier breaches any of the warranties in this clause, the Supplier will reimburse CHL for any loss or costs incurred as a result of the Supplier's breach, and at CHL's election:

2.4.1 will resupply the Goods and/or Services at no cost to CHL, or

2.4.2 refund any payment made by CHL for the Goods and/or Services, or where no payment has been made, waive any right or claim to payment.

These remedies are without prejudice to any other right or remedy to which CHL may be entitled at law or under any indemnity contained in these Terms and Conditions.

2.5 Without limiting any warranty or condition to which CHL is entitled by law, any Goods and/or Services supplied under this Agreement are warranted for the longest of the following periods:

2.5.1 any specific warranty period specified in this Agreement;

2.5.2 any applicable manufacturer's warranty; or

2.5.3 90 days from the date the Goods are supplied.

3. Payments

3.1 CHL will pay the Supplier the payments as set out in the Order.

3.2 CHL will pay the Supplier within 30 days from the date a valid tax invoice is received by CHL, provided it has verified to its satisfaction that the Goods and/or Services for which it has been invoiced have been delivered or provided and that the details in the tax invoice are correct.

3.3 CHL may withhold the payments to the Supplier if CHL decides (acting reasonably) that the Goods and/or Services provided by the Supplier are not in accordance with the Order.

4. Statutory Obligations

4.1 The Supplier must ensure that the Goods and/or Services and their supply complies with any relevant laws, licences, regulations, rules, codes, guidelines, principles, policies, standards (industry, accreditation or Australian standards) and directives of the Commonwealth of Australia and NSW and Qld (as appropriate), as amended from time to time including the Aged Care Act 2024 (Cth).

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4.2 If any of the Goods include food products, the Supplier must ensure that the Goods comply with the relevant legislation, standards and guidelines, and the Supplier only purchase food products from HACCP Australia system approved suppliers.

4.3 If any of the Goods include medical supplies or therapeutic or prophylactic devices, the Supplier must ensure that the Goods comply with all applicable laws and industry and government standards.

5. Confidentiality

5.1 'Confidential Information' means any information of a confidential nature acquired by the Supplier and its Personnel in supplying the Goods and/or Services relating to CHL, its residents, clients or personnel. This includes, but is not limited to, trade secrets, know how, information imparted in circumstances of confidence or labelled confidential regardless of when a person becomes aware that that information is confidential.

5.2 The Supplier must ensure that all Confidential Information is kept confidential and is not copied, published, disclosed or discussed with any person other than employees nominated by CHL.

5.3 The Supplier and its Personnel will immediately return all Confidential Information in whatever form (including all electronic materials) obtained by it during the provision of the Goods and/or Services.

6. Intellectual Property

6.1 The Supplier must not use any intellectual property which CHL owns, is licensed to use or has other intellectual property rights in relation to, without the prior written consent of or a licence from CHL. This includes but is not limited to any sign, mark, name, logo or badge of CHL.

6.2 If the Services include the preparation or production of any materials, including documents, drawings, designs or similar (Material), immediately upon the creation or modification of any such Material, the intellectual property rights in or relating to that Material shall vest in CHL.

7. Privacy

7.1 The Supplier must ensure it and its Personnel comply with CHL's privacy policy and all relevant privacy laws in relation to personal information or health information obtained from CHL or derived from information obtained from CHL; and directly from any person in the course of providing the Goods and/or Services.

7.2 The Supplier must ensure it and its Personnel do all things reasonably requested by CHL to enable CHL to comply with all requirement of the relevant privacy laws.

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7.3 The Supplier must immediately notify CHL if it becomes aware that disclosure of personal information and health information may be required by law or any of its obligations in clauses 7.2, 7.3 and 7.4 have been or may be breached.

7.4 The Supplier must comply with all directions of CHL in relation to any notification made under clause 7.

8. Insurances

8.1 The Supplier must hold:

- 8.1.1 adequate workers compensation insurances in accordance with applicable legislation;
- 8.1.2 a public liability insurance policy to the value of \$20,000,000.00 for any one occurrence;
- 8.1.3 where relevant, a professional indemnity insurance policy to the value as shown in the Order;
- 8.1.4 for the supply of Goods, products liability, and products recall insurance; and
- 8.1.5 adequate insurance to cover its obligations under this Order including but not limited to the indemnity given by the Supplier.

8.2 Before commencing the supply of Goods and/or Services, the Supplier must provide CHL with current certificates of currency for each of the insurance policies for it and its sub-contractors. If the Supplier does not comply with this clause, CHL may:

- 8.2.1 take out the relevant policy for the Supplier and deduct any amount paid for that policy from any payments, or
- 8.2.2 terminate the Agreement immediately.

9. Indemnity

9.1 The Supplier will at all times indemnify and keep indemnified CHL and its officers, employees and agents (those indemnified) from and against any loss, including loss or damage to CHL's premises or liability reasonably incurred or suffered (including legal costs and expenses and/or any penalties imposed by a regulatory authority) by any of those indemnified to the extent that such loss or liability was caused or contributed to by the Supplier or the Supplier's Personnel.

9.2 The Supplier's obligation to indemnify CHL under clause 9.1 does not apply to the extent that any liability is caused or contributed to by CHL, or to the extent that such liability is increased as a result of CHL's failure to take reasonable steps to mitigate CHL's loss or liability (to the extent that it is within CHL's control to do so).

9.3 Any indemnity given under this Order applies to claims which may have occurred but are not notified during the period of the Order.

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10. Assignment and Subcontracting

10.1 The Supplier must not assign or subcontract the whole or any part of this Order without the prior written consent of CHL.

10.2 If any part of the provision of the Goods and/or Services is subcontracted, the Supplier must also provide CHL with a completed Sub-Contractor Statement (found at www.workcover.nsw.gov.au) together with a relevant Certificate of Currency.

11. Termination

11.1 CHL may terminate this Order at any time by providing at least 30 days prior written notice to the Supplier.

11.2 Either party may terminate this Order, with immediate effect if the Supplier breaches the Terms and Conditions of this Order and that breach is not capable of being remedied, or the breach is capable of being remedied and is not remedied within 14 days of CHL's request to do so.

11.3 CHL may also immediately terminate this Order if:

11.3.1 the Supplier or its employees, agents or sub-contractors are guilty of misconduct, dishonesty or wilful negligence, or there is a substantial failure to provide the Goods and/or Services with due care and skill; or

11.3.2 the Supplier ceases to carry on business, becomes bankrupt or if the Supplier is a corporation and commits an insolvency event.

11.4 In the event that this Agreement is a Small Business Contract (as defined in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), the Supplier may terminate this Order at any time by providing at least 30 days' prior written notice to CHL.

12. Inconsistency

12.1 This Order comprises of the Order form, these Terms and Conditions and any annexures or attachments. If there is any inconsistency between the documents the Order form and Terms and Conditions shall prevail to the extent of any inconsistency.

13. Modern Slavery

13.1 In performing the obligations under this Agreement, the Supplier shall and shall ensure that each of its Personnel:

13.1.1 does not employ, support or condone any form of modern slavery, human trafficking, forced involuntary labour or underage labour;

13.1.2 complies with all applicable modern slavery and human trafficking laws, statutes, regulations codes and any CHL Modern Slavery Policy as notified to the Supplier from time to time;

13.1.3 notifies CHL should the Supplier become aware of any breach of this clause.

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14. No conflicts

14.1 On entering into this Agreement, the Supplier warrants that there are no interests or relationships of theirs or their Personnels which may or do give rise to a conflict of interest concerning CHL's mission or the requirements of this Agreement.

14.2 During the Term, The Supplier must immediately notify CHL of any actual or perceived conflicts of interest and develop and implement policies concerning conflicts of interest to CHLs satisfaction.