

<p><b>1 TERMS</b></p> <p>1.1 These terms and conditions (<b>Terms</b>) constitute the agreement between ICG Wagga Pty Ltd (<b>ICG</b>) and You (<b>Supplier</b>), the person stated in a purchase order issued by ICG in accordance with clause 2 of this document (<b>Purchase Order</b>).</p> <p>1.2 The Supplier must supply the goods (<b>Goods</b>) and/or services (<b>Services</b>) stated in the Purchase Order in accordance with the requirements of the Purchase Order and these Terms.</p> <p>1.3 The Purchase Order together with these Terms and any specifications, drawings and documents referred to in the Purchase Order and/or these Terms constitute the entire agreement between the parties, and all prior negotiations, proposals and writings pertaining to any Goods and Services stated in the Purchase Order or the subject matter of the Purchase Order are superseded.</p> <p>1.4 In the event and to the extent of any inconsistency between these Terms and the Purchase Order, these Terms will prevail.</p> <p>1.5 If the Supplier (or any person on the Supplier's behalf) purports to impose upon ICG or incorporate into these Terms any additional or varied terms by any means whatsoever, including in the Supplier's delivery or quotation documentation or in any other notification purported to be provided or delivered by or on behalf of the Supplier, then such terms will be null and void and of no force or effect.</p> <p>1.6 Unless otherwise agreed, this document is non-exclusive and ICG reserves the right to acquire Goods and Services from any third party at any time including Goods and Services identical or similar to the Goods and Services stated in the Purchase Order.</p> <p>1.7 Unless otherwise agreed, the Supplier acknowledges and agrees that ICG:</p> <p>(i) is not obliged or required to; and</p> <p>(ii) has not represented and does not represent that it will, order any particular or minimum quantity of Goods or Services, or any Goods or Services at all, from the Supplier, whether under this document or otherwise.</p> <p>1.8 The Supplier acknowledges that ICG's purchase of the Goods and Services may be the subject of a contract for other works between ICG and a third party. The Supplier may inspect a copy of such contract (with commercial information omitted) at ICG's office upon reasonable notice.</p> <p>1.9 The Supplier must not do anything that causes ICG to be in breach of any contract ICG may be a party to concerning the purpose for which the Goods and Services are required. The Supplier indemnifies ICG against any cost, losses, liabilities or expenses which ICG may incur, arising out of or as a result of any act or omission of the Supplier that causes or contributes to a breach by ICG of such a contract.</p> <p><b>2 PURCHASE ORDER</b></p> <p>2.1 A Purchase Order placed by ICG with the Supplier constitutes an offer by ICG to purchase Goods and/or Services subject these Terms.</p> <p>2.2 A Purchase Order may:</p> <p>(i) specify particular delivery dates and/or delivery locations;</p> <p>(ii) specify the Goods and/or Services the Supplier is required to provide;</p> <p>(iii) include additional specifications for Goods or Services under that Purchase Order (only); and/or</p> <p>(iv) specify any other matter whether or not expressly permitted by these Terms.</p> <p>2.3 The Purchase Order will be deemed to be accepted by the Supplier unless the Supplier rejects the Purchase Order by notifying ICG in writing within 2 business days of receipt of the Purchase Order by the Supplier.</p> <p>2.4 A Purchase Order may specify certain matters where expressly stated in these Terms but may not otherwise amend or vary any of these Terms unless authorised and signed by an authorised officer of ICG.</p> <p>2.5 Upon acceptance (or deemed acceptance) of an order in accordance with clause 2.3, an agreement is established on these Terms (<b>Agreement</b>). The Agreement commences on the date of acceptance (or deemed acceptance) of the relevant Purchase Order in accordance with clause 2.3.</p> <p><b>3 SECURITY FOR PERFORMANCE</b></p> <p>3.1 If stated in the Purchase Order, the Supplier must provide security for its performance in the form and amount stated. Subject to any right of recourse, ICG will return security at the time stated in the Purchase Order.</p> <p>3.2 ICG may have recourse to security for any debt or other moneys due or an amount which ICG believes the Supplier is liable to pay ICG whether under the Agreement or otherwise.</p> <p><b>4 SUPPLY AND DELIVERY</b></p> <p>4.1 The Supplier will supply Goods and Services to or on behalf of ICG in accordance with the Purchase Order and these Terms that are free from defects and conform to the Purchase Order.</p> <p>4.2 The Supplier must deliver Goods to the location and at the date and time for delivery specified in the Purchaser Order.</p>	<p>4.3 If no delivery date is specified in the Purchase Order, the Supplier must deliver them within 10 business days of ICG placing the relevant Purchase Order with the Supplier.</p> <p>4.4 ICG may from time to time notify the Supplier of alternate addresses or times for delivery.</p> <p>4.5 The Supplier must notify ICG immediately if the Supplier becomes aware that Goods (or part thereof) will not be delivered to ICG within the time specified in accordance with clause 4.2.</p> <p>4.6 If Goods (or part thereof) are not delivered in accordance with clauses 4.1 or 4.2, ICG may, without prejudice to any other remedy and without liability to the Supplier:</p> <p>(i) cancel the Purchase Order; or</p> <p>(ii) refuse to take delivery of the relevant Goods.</p> <p>4.7 The Supplier must ensure that any delivery docket for each delivery of Goods is displayed/or provided and references the relevant Purchase Order and shows particulars of the Goods.</p> <p>4.8 ICG's acknowledgment of receipt of Goods by the signing of any delivery docket will not infer that ICG has accepted the Goods in any way or otherwise prejudice or affect ICG's rights under or in connection with these terms.</p> <p>4.9 Unless otherwise stated in a Purchase Order or agreed in writing by ICG, the Supplier will be responsible for unloading all Goods at the delivery location specified in the Purchase Order.</p> <p>4.10 The Supplier will package all Goods in accordance with any requirements stated in the Purchase Order, and in any case will package Goods in such a way and by such means as will ensure that:</p> <p>(i) the Goods will be delivered to ICG in good order and condition and free from damage; and</p> <p>(ii) the Goods are clearly labelled and may be conveniently and properly inspected by ICG.</p> <p>4.11 The Supplier will at all times comply with all applicable laws and regulations and the requirements of any carrier in packaging and packing Goods.</p> <p>4.12 Unless provided otherwise in a Purchase Order, ICG will not be obliged to return any packaging or packing material for the Goods to the Supplier, whether or not any Goods are accepted.</p> <p>4.13 The Supplier will obtain, at no additional cost to ICG, any necessary permits, licences, authorisations, accreditations and approvals that may be required for it to perform its obligations in accordance with this Agreement, including any export or import approvals.</p> <p><b>5 CANCELLATION OF A PURCHASE ORDER</b></p> <p>5.1 ICG may cancel a Purchase Order at any time by giving written notice.</p> <p><b>6 ACCEPTANCE AND DEFECTS</b></p> <p>6.1 If stated in a Purchase Order, ICG will perform acceptance tests on Goods and/or Services.</p> <p>6.2 If there are any defects in any Goods or Services, or any defects remain in any Goods or Services after following the process described in clause 6.1, then without limiting any of its other rights or remedies, ICG may at its absolute discretion:</p> <p>(i) accept the Goods or Services at a reduced price agreed with the Supplier;</p> <p>(ii) require the Supplier, at the Supplier's expense, to accept the Goods for return and refund any monies paid by ICG in respect of the Goods;</p> <p>(iii) rectify or have rectified any defect in the Goods or Services at the Supplier's expense; or</p> <p>(iv) by written notice, terminate the Agreement.</p> <p><b>7 PRICE</b></p> <p>7.1 The price payable by ICG for Goods and/or Services will be as specified in a Purchase Order.</p> <p>7.2 Unless provided otherwise in a Purchase Order, any price quoted to ICG will be inclusive of all charges, taxes (subject to clause 9) and other levies relating to supply of the Goods and Services (including for packaging, packing, shipping, carriage, insurance and delivery of Goods and services to ICG) and any government or other taxes, duties, imposts or levies.</p> <p>7.3 No increase in the price may be made for any reason whatsoever without the prior consent in writing of ICG.</p> <p><b>8 INVOICES AND PAYMENT</b></p> <p>8.1 The Supplier must ensure that amounts invoiced are consistent with the Purchase Order. ICG is not required to pay for any Goods and Services until all requirements of these Terms have been satisfied in respect of the Goods and Services and a valid Tax Invoice has been properly rendered to ICG by the Supplier.</p> <p>8.2 Invoices must satisfy the requirements for a valid Tax Invoice as specified in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth), state the Purchase Order reference number and be addressed to the attention of the relevant ICG representative.</p> <p>8.3 Upon receipt of a correctly rendered Tax Invoice, ICG will pay to the Supplier all undisputed amounts within thirty (30) days of the end of</p>
---	---

	the month in which the invoice was received by ICG receipt of such invoice.		
8.4	ICG may set off any amounts payable by it to the Supplier against any amounts payable by the Supplier to ICG (whether payable under or in connection with this Agreement or otherwise).	12.6	The Supplier will pay ICG's costs and expenses incurred in repairing or replacing (or procuring repair or replacement of) Goods or Services under clause 12.5.
8.5	ICG is not liable to pay interest on any amounts that are paid late.		
<b>9</b>	<b>GOODS AND SERVICES TAX (GST)</b>	<b>13</b>	<b>TERMINATION</b>
9.1	Words in this clause have the meaning given by the GST Law.	13.1	ICG may terminate the Agreement immediately by giving written notice to the Supplier, while preserving to itself whatever rights may have accrued to it, upon occurrence of any of the following events:
9.2	Unless otherwise stated in these Terms, the price does not include any amount for Goods and Services Tax ("GST").		(i) where the Supplier commits a breach of the Agreement which is not capable of being remedied;
9.3	If a supply under this Agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the applicable GST in respect of the Taxable Supply (except to the extent that the consideration is expressed to be inclusive of GST).		(ii) where the Supplier has committed a breach of the Agreement which is capable of remedy, and has not remedied the breach within 30 days of receipt of written notice of the breach; or
9.4	The additional amount is payable at the same time as the price for the supply is payable or is to be provided. However, the recipient need not pay the additional amount until the Supplier gives the recipient a tax invoice or an adjustment note.		(iii) where the Supplier commits an act of insolvency, comes under any form of insolvency administration, or novates, assigns or otherwise deals with its rights under the Agreement without the ICG's consent.
9.5	If the additional amount differs from the amount of GST payable by the Supplier, the parties must adjust the additional amount.	13.2	ICG may terminate the Agreement at any time without cause by giving the Supplier seven (7) days' written notice.
9.6	Notwithstanding any other provision in these Terms, the recipient is not required to pay the amount referred to in clause 9.3 unless it has received a tax invoice in respect of the supply within three years and eleven months after the end of:	13.3	In the event of termination of the Agreement under clause 13.2, the Supplier will be entitled upon termination to payment of any monies outstanding for Goods and Services delivered prior to termination.
	(i) the first calendar month in which any of the consideration for the supply is provided; or	13.4	In no event will amounts to be paid by ICG under clause 13.3 exceed the value of the charges payable for the Goods and Services terminated.
	(ii) if an invoice is issued prior to the provision of any of the consideration for the supply, the calendar month in which the invoice issued.	13.5	In the event of termination of the Agreement for any reason, the only amounts payable by ICG to the Supplier are those referred to in clause 13.3. ICG will not be liable to pay the Supplier any amount by way of early termination charges or compensation for loss of prospective revenue or profit suffered in connection with such termination.
<b>10</b>	<b>RISK AND TITLE</b>	<b>14</b>	<b>LIABILITY AND INDEMNITY</b>
10.1	Subject to clause 10.2, title in and the risk of loss of and damage to Goods will pass to ICG upon delivery at the location specified in the Purchase Order.	14.1	Other than as set out elsewhere in these Terms, the Supplier will indemnify ICG from and against all claims, demands, proceedings, liability, loss, costs, expenses or damage brought against or sustained by ICG, which:
10.2	Title and risk do not pass to ICG in any Goods which are not accepted pursuant to clause 6, or are otherwise rejected, by ICG.		(i) is directly or indirectly caused by the Supplier's breach of the Agreement;
10.3	While the risk of loss of or damage to Goods remains with the Supplier, the Supplier will insure the Goods with a reputable insurer approved by ICG for their full replacement value in respect of any loss or damage of any kind however caused.		(ii) is directly or indirectly caused by any wilful, reckless or negligent act of the Supplier;
10.4	The Supplier represents, warrants and undertakes to ICG that title to Goods will pass to ICG free of any encumbrance.		(iii) concerns the personal injury to any officer, employee or agent of ICG, Supplier or its subcontractors caused or contributed to by the Supplier;
10.5	The Supplier represents, warrants and undertakes to ICG that it is the owner or licensee of all intellectual property rights subsisting in the Goods, and is entitled to assign or grant the intellectual property rights and the Goods will not infringe the intellectual property rights of any person.		(iv) is caused by the Supplier's act or omission and constitutes a loss of or damage to ICG's property; and/or
<b>11</b>	<b>COMPLIANCE</b>		(v) is brought by any third-party in respect of personal injury, death or damage to third-party property and arises from the Supplier's act or omission.
11.1	In performing its obligations under these Terms, the Supplier will at all times comply with all obligations imposed on it by any applicable laws including any relevant work health and safety legislation.	14.2	The Supplier's liability to indemnify ICG shall be reduced proportionally to the extent that any acts, errors or omissions of ICG or ICG's employees, subcontractors or agents caused or contributed to such liability or loss.
<b>12</b>	<b>DEFECTIVE GOODS OR SERVICES</b>	<b>15</b>	<b>INSURANCE</b>
12.1	The Supplier represents, warrants and undertakes to ICG that Goods (including any material which forms part of the Goods) and/or the Services (as applicable):	15.1	Before supplying any Goods or Services, the Supplier shall effect all insurance required to be effected by law including, without limitation, worker's compensation insurance. In addition the Supplier will effect:
	(i) will be new on delivery to ICG;		(i) Public and Third Party liability insurance of at least \$20 million per event;
	(ii) will be of merchantable quality;		(ii) Product Liability insurance of at least \$20 million per event;
	(iii) will be fit for the purposes stated in these Terms and for the purposes for which the Goods or Services are ordinarily used;		(iii) Any insurance of Goods and Services stated in the Purchase Order,
	(iv) will conform to any description or any sample provided by the Supplier;		for the period commencing from the date of the Purchase Order until the Supplier has completed its obligations under the Agreement or as otherwise stated in the Purchase Order.
	(v) will conform to the requirements set out in these Terms and the Purchase Order;	<b>16</b>	<b>GENERAL</b>
	(vi) will be free from any defects in materials, manufacture and workmanship;	16.1	A party's right to enforce the Agreement will not be prejudiced or restricted by any forbearance, delay or indulgence on its part in enforcing the Agreement. If a party waives a right under the Agreement, this does not operate as a waiver of a subsequent breach of this right or any other right under the Agreement.
	(vii) will conform to any applicable Australian Standards; and	16.2	Neither party may vary, assign, transfer or sublet any obligation under the Agreement without the written consent of the other party.
	(viii) will be fit for the purpose for which they are supplied.	16.3	The indemnities in these Terms are continuing obligations, independent from the other obligations of the parties under these Terms and continue after the Agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under these Terms.
12.2	Without limiting any of its other obligations under these Terms, the Supplier will repair or replace any Goods or Services which demonstrate any defect or non-conformity with the requirements of these Terms during the warranty period specified in the Purchase Order, or where no period is specified, the period stated by the Supplier as the warranty period, at no additional cost to ICG.	16.4	The parties agree that the law of New South Wales governs the Agreement. The parties submit to the exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.
12.3	Such repair or replacement will be conducted within a mutually agreed timeframe, which is not to exceed 30 days from the date of occurrence of the defect or non-conformity, unless agreed by ICG.		
12.4	The Supplier is responsible for arranging delivery to its premises from the site where the Goods are located, of any Goods required for warranty repair, and will meet all of the costs of such delivery, including packaging and freight.		
12.5	If the Supplier fails to repair or replace any defective or non-conforming Goods or Services as required under clause 12.2, ICG		