

1. These terms and conditions apply to, and are taken to be incorporated into, any Purchase Order, and all Purchase Orders will be governed by these terms and conditions. To the extent of any inconsistency between the terms of any Purchase Order and these terms and conditions, these terms and conditions will have precedence.
2. The Price is inclusive of any GST.
3. The Supplier must submit a Valid Invoice to Multispan on or after delivery of the relevant goods or services.
4. Multispan will pay the Price at the end of the month following the later of the date of delivery and the date of its receipt of a Valid Invoice. All payments will be made in Australian dollars.
5. The Supplier must:
 - (a) deliver to the address specified in the Purchase Order;
 - (b) at its own cost comply with all Regulatory Requirements relevant to the manufacture, testing, supply, transportation and delivery of products or services the subject of the Purchase Order.
6. Property and risk in goods will pass to Multispan upon delivery and unloading by the Supplier to the address specified in the Purchase Order.
7. The Supplier is responsible for all transportation and insurance costs up to delivery and unloading at the delivery address.
8. Receipt of any goods or services by Multispan will not constitute acceptance.
9. If the Supplier becomes aware that any Purchase Order will not be satisfied within the applicable timeframe, then, without limitation to the Supplier's obligations or the remedies of Multispan, the Supplier must notify Multispan as soon as possible and in any event within 24 hours.
10. The Supplier must use its best endeavours to satisfy any changes in quantity or delivery dates requested in respect of a Purchase Order, including additional quantities.
11. The Supplier warrants that:
 - (a) any goods or services supplied pursuant to a Purchase Order will:
 - (i) conform with Quality, the Specifications and all applicable laws;
 - (ii) unless the Specifications say otherwise, be in a new and unused condition;
 - (iii) be fit for any purpose stated in the Specifications, or if no purpose is stated, the purpose for which those or similar goods could reasonably be expected to be required;

- (iv) be packaged and labelled in accordance with the Specifications and any Regulatory Requirements; and
 - (v) be in accordance with any relevant Regulatory Requirements unless the Specifications say otherwise;
 - (b) upon delivery, Multispan will hold legal and beneficial title to all goods delivered to Multispan pursuant to a Purchase Order, free of any third party interests or encumbrances;
 - (c) the supply of products or services to Multispan pursuant to a Purchase Order, and the subsequent use or exploitation of those product or services by Multispan, will not infringe the Intellectual Property Rights or any other rights of any third party;
 - (d) the Supplier has full power and authority to enter into and perform its obligations under these terms and conditions.
12. Without limitation to Multispan's rights with respect to any failure to conform to Quality, the Supplier will be obliged to immediately replace at its sole cost any product not in conformity with Quality.
13. The Supplier indemnifies Multispan and will keep Multispan and its Personnel indemnified from and against all claims and losses (including legal costs on a full indemnity basis), that the other may suffer or incur as a result of or in connection with any breach of these terms and conditions, including any warranties, or any act or error or omission of the Supplier or the Supplier's Personnel in relation to the supply of goods or services to Multispan.
14. Without limitation, the indemnity in clause 13 will apply to Claims and Losses arising out of any actual or alleged injury, damage, death or other consequence occurring to any person as a result, directly or indirectly, of the possession, use or consumption of any goods, whether claimed by reason of negligence, product defect or otherwise and regardless of the form in which any such Claim is made.
15. The indemnities in these terms and conditions are continuing and will survive termination of any transaction contemplated by these terms and conditions.
16. Multispan may notify the Supplier of its cancellation of any Purchase Order at any time prior to delivery of the relevant goods or services. In such circumstances Multispan will not be obliged to pay any amount or compensation to the Supplier with respect to the Purchase Order.
17. Multispan may deduct from and set off against the Price any debt or other liquidated or unliquidated amount due by the Supplier to Multispan, whether due under these terms and conditions or otherwise.
18. All Intellectual Property Rights in any New Material created for, or provided to, Multispan pursuant to a Purchase Order will vest in Multispan. The Supplier will sign all documents and do all other things requested by Multispan in order to give effect to this clause, or perfect or register Multispan's title to the relevant Intellectual Property Rights.
19. Unless otherwise mutually agreed by Multispan in writing, only Multispan may make any public disclosure with reference to any Purchase Order or the supply of goods or services by the Supplier to Multispan. This clause does not apply to anything that is required to be

- disclosed by law or the rules of any relevant stock exchange or regulator, provided the Supplier promptly gives Multispan notice prior to disclosing.
20. The Supplier's obligations in clauses 19 and 20 are continuing obligations and survive the completion of any transaction contemplated by a Purchase Order.
 21. Purchase Orders will only bind Multispan if they are signed by a Multispan officer or employee who is duly authorised to place the Purchase Order.
 22. The Supplier must not subcontract its obligations under any Purchase Order or these terms and conditions without the prior consent in writing of Multispan.
 23. Multispan may assign its rights under any Purchase Order or these terms and conditions without the prior consent of the Supplier.
 24. The relevant Purchase Order and these terms and conditions supersede all prior representations, communications, documents, statements and understandings and agreements, whether oral or in writing, in relation to its subject matter.
 25. The Supplier is an independent contractor. Nothing in any Purchase Order or these terms and conditions creates a relationship of employment, trust, agency, joint venture or partnership between the Supplier and Multispan.
 26. These terms and conditions are governed by the laws of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State.
 27. In these terms and conditions:
 - (a) "**Claim**" includes any claim, action, judgment, arbitration, proceeding, suit, cause of action, defence set-off or demand.
 - (b) "**GST**" means any goods and services tax, value added and consumption taxes, sales taxes and other similar taxes, but excludes income tax.
 - (c) "**Intellectual Property Rights**" means any and all equitable and legal intellectual property and industrial protection rights throughout the world, both present and future, including any rights of or in connection with any confidential information, know how, copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs, data and database rights, trade marks and service marks, and includes any right to apply for registration of such rights or renewals.
 - (d) "**Losses**" includes losses, damages, costs, expenses and liabilities incurred by the person concerned, however arising, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable, and includes loss of profit or expected profit, and diminution in value.
 - (e) "**Multispan**" means Multi Span Australia Pty Ltd ACN 065 483 978.
 - (f) "**New Material**" means all documents, software, data and any other materials or things which are supplied or brought into existence pursuant to, or for the purposes of, a Purchase Order, but excludes any materials that existed prior to, or was

brought into existence independently of, the supply made pursuant to the Purchase Order.

- (g) **“Personnel”** means directors, officers, employees, contractors, subcontractors and agents.
- (h) **“Price”** means the price specified in the Purchase Order.
- (i) **“Purchase Order”** means a purchase order issued by Multispan and under which Multispan orders goods or services.
- (j) **“Quality”** means conformity with Regulatory Requirements, any Specifications and any relevant Australian Standard published by Standards Australia or if there is no relevant Australian Standard, the International Standard published by the International Organization for Standardization.
- (k) **“Regulatory Requirements”** includes any requirements imposed by:
 - (i) codes, statutes, acts, legislation, regulations, by-laws, ordinances, statutory instrument, orders, awards and proclamations or any government or government agency of any country; and
 - (ii) certificates, licences, consents, permits, approvals and requirements of any organisation having jurisdiction in connection with the manufacture or supply of the relevant product or service;
- (l) **“Specifications”** means any specifications detailed in or accompanying the Purchase Order and any additional or replacement specifications notified by Multispan and agreed to or accepted by the Supplier.
- (m) **“Supplier”** means the supplier of goods or services to Multispan as named in a Purchase Order.
- (n) **“Valid Invoice”** means an invoice which is a tax invoice that complies with the relevant GST legislation, identifies the goods or services being invoiced, shows the correct Purchase Order number and that is issued in any form notified by Multispan to the Supplier from time to time.