



DEFINITIONS:

The following definitions shall be used for the purpose of interpreting the Purchase Order and these Purchase Order terms and conditions:

“Purchaser”:

means the entity so named in the Purchase Order together with its related parties as defined in the Corporations Act 2001 and including its duly appointed representatives nominated from time to time.

“Supplier”:

means the person (including an individual, firm or corporate entity) so named in the Purchase Order who is bound to supply and deliver the Goods/services.

“Purchase Order”:

has the meaning given in Clause 2 and it is an agreement between Purchaser and Supplier comprised of the Purchase Order Form, these Purchase Order terms and conditions, any special conditions and attachments. The Purchase Order supersedes all previous communications and negotiations and shall be acknowledged by Purchaser as sole authority for charging Goods/services to its account.

“Goods”:

means machinery, plant, equipment, apparatus, materials, articles, erection works, services and things of all kinds to be supplied, delivered or performed by Supplier in accordance with the Purchase Order.

“Days”

Means Working Days Monday - Friday

1. THE ENGAGEMENT

1.1. WEA Group has engaged the Supplier to supply the goods/services described in Item One of the Schedule (the “Contract Goods/Services”) and the Supplier has agreed to supply the Contract Goods/Services for the customer.

Purchase Order

1.2. The Supplier represents to WEA Group that the Supplier has the appropriate level of skill, knowledge, experience, insurances, licences and expertise in providing the Contract Goods/services and will provide the Contract Goods/services to a reasonable standard consistent with relevant codes of practise & legislation.

1.3. The parties acknowledge that the engagement of the Supplier is on a non-exclusive basis and nothing in this Agreement in any way prevents WEA Group from appointing any other supplier, person or entity to provide any goods/services similar to the Contract Goods/services.

1.4 The terms and conditions of this purchase order proceeds all other documents including hire agreements, supplier terms and conditions or other documentation. Supplying the goods and services specified in the purchase order indicates acceptance of WEA Group Terms and Conditions.

1.5 The parties acknowledge that this agreement can be terminated by WEA Group at any time given 7 days’ notice and will not accept any responsibility for loss of earnings.

2. PRICES & PAYMENT

2.1. WEA Group has agreed to pay the Supplier the Contract Sum for the Contract Goods/services as set out in Item Two of the Schedule on the terms and in the method set out in Item Three of the Schedule. The Contract Sum includes GST and is the full amount which WEA Group must pay for the Contract Goods/services. The Supplier must issue a Tax Invoice for the Contract Goods/services supplied for the month on the last day of each month. The Customer will pay for the Contract Goods/services as provided in Item Three of the Schedule.

2.2. Payment terms are 35 days End of Month from approved invoice. Claims are to be submitted on the 20th of each month and invoices from the approved claim must be dated on the last day of each month. Payments will be made 35 days End of Month from this date.

2.3. All invoices must include a copy of the WEA Group Purchase Order, Stat Dec and COC for all insurances



2.4. The Supplier must add and separately identify on each of its Tax Invoice, GST.

2.5 Payment claims are to be submitted before invoices and all payment claims must be approved before an invoice is raised.

2.6 All invoices submitted outside of the period in which they were rendered will be treated as per the terms and conditions from the date in which it was received.

2.7 The Supplier acknowledges rates paid to employees must match or better the Wolf Energy Enterprise Bargaining Agreement for the project.

2.8 Disputed amounts are requested to be sent to the project manager by the supplier

3. QUALITY OF CONTRACT GOODS

3.1. The Contract Goods/services must be of reasonable quality, confirm with their description and be reasonably manufactured consistent with the intended purposes.

3.2. The Contract Goods/services must comply with all relevant safety standards, codes of practice and applicable legislation.

3.3 Any repairs to goods/services will be back charged to the supplier including any down time

3.4 Poor Maintenance of Plant and Equipment that affects breakdowns and therefore project time limes will not be accepted. WEA Group reserves the right to claim costs against the supplier.

3.5 Supply of ineffective goods/services will not be accepted. Should this affect project time limes WEA Group reserves the right to claim costs against the supplier.

4. ORDERING, DELIVERY AND PACKAGING

4.1. All Contract Goods/services must be ordered by the Customer on the Supplier's standard order form or standard method which order form or method the Supplier may from time to time change.

Purchase Order

4.2. Unless otherwise agreed in writing the Contract Goods/services must be delivered to the Customer within the number of days set out in Item Five of the Schedule from the date that they are ordered.

4.3. Delivery will take place at the Supplier's warehouse. The Contract Goods/services must be packaged in such a manner as to allow the Contract Good/services to be transported to the Customer or as the Customer may direct and not be damaged in the usual or normal course of such transportation.

4.4. The Customer may require any particular packaging of the Contract Goods/services provided that if this is different from the manner in which the Supplier usually packages those Contract Goods/services, all such additional costs will be borne by the Customer. The transportation costs from the place of delivery will be borne by the Customer.

5. BREACH BY SUPPLIER

If the Supplier breaches any of its contractual obligations under this Agreement and fails to remedy that breach promptly and in any event within 7 days of being requested in writing by WEA Group to remedy the breach, then WEA Group may by written notice to the Supplier terminate this Agreement. Upon termination of the Agreement, WEA Group is only obliged to pay the Supplier for the Goods/services actually supplied to the Customer. The Supplier will be entitled, notwithstanding such termination, to claim as a debt owing any amount due to the Supplier on termination and claim damages in respect of any loss sustained by the Supplier including loss of profits resulting from the breach.

6. WARRANTY

The Supplier warrants that all the Contract Goods/services will be manufactured in accordance with the structural design, relevant codes of practice & legislation and will be capable of being used by WEA Group for their intended purpose. If, for whatever reason, the Contract Goods/services do not reasonably conform to this requirement, the Supplier will on request and at no cost to WEA Group make good the Contract Goods/services so that the Customer can use the Contract Goods/services for their intended purpose.



Purchase Order

7. SERVICE OF NOTICE:

Unless otherwise agreed to by the parties, any notice (and other documents) required or permitted to be given or delivered under this Purchase Order shall be delivered and addressed to the party at the addresses set forth in the Purchase Order. Notice shall be deemed to have been received by any party, and shall be effective: (a) on the day given, if personally delivered or if sent by confirmed facsimile or electronic mail transmission (including any attached scanned documents), receipt verified, to a facsimile number or electronic mail address provided by the receiving party to the sending party for the purpose of receiving such notices; or b) on the third day after which such notice is deposited, if mailed by certified or prepaid post.

8. DELAYS

8.1 WEA Group will not be liable to pay for downtime on plant and equipment due to unforeseen delays. Examples of Unforeseen delays are the breakout of war, civil unrest, adverse weather conditions that prevents production, financial difficulties of the project, statutory holidays including national and regional. This clause is not in contradiction with the WEA Group EBA. The WEA Group EBA will be followed for personnel.

8.2 Delays by the supplier will be charged at cost and deducted from invoices prior to payment.

9. DISPUTES

9.1 Disputes on Payments will be made in writing. The undisputed amounts will be paid in accordance with terms and conditions of the purchase order.

9.2 All Disputes must be made to the contract representative of WEA Group

9.3 Disputes raised will be dealt with in 14 business days. Any impromptu legal action within this time line will be seen as a breach of contract and the contract will be terminated immediately with all rights reserved.

9.4 Direct contact with Head contractor will be seen as a breach of contract and a breach of the

confidentiality agreement. WEA Group reserves the right to seek costs and loss of income. This will be seen as a breach of contract and the contract will be terminated immediately with all rights reserved.