

1 Acceptance of terms

By accepting a Purchase Order or otherwise supplying Goods or Services to Bolton Clarke, the Supplier agrees to be bound by these terms.

2 Supply

2.1 From time to time, Bolton Clarke may issue a Purchase Order to the Supplier for Goods or Services.

2.2 The Supplier must provide Bolton Clarke with the Goods and Services contemplated by each Purchase Order:

- (a) at each location, in the volumes, at the times and in the timeframes required by that Purchase Order;
- (b) in accordance with any relevant Specifications and the directions of Bolton Clarke;
- (c) in accordance with any sample or demonstration provided by the Supplier to Bolton Clarke; and
- (d) in respect to Goods, with an accompanying packaging slip that includes:
 - (i) the Purchase Order number;
 - (ii) any item number;
 - (iii) the name and quantity of the Goods being supplied;
 - (iv) the delivery location of the Goods; and
 - (v) the dispatch date of the Goods.

2.3 Title to a Good passes to Bolton Clarke on payment of that item to Bolton Clarke.

2.4 If for the purposes of performing any Services, any of the Supplier's employees, subcontractors, or any other person acting under the supervision or control of the Supplier, require access to premises upon which Bolton Clarke's clients are situated, then:

- (a) the Supplier must provide Bolton Clarke with a police certificate issued within the last three years in respect of each such person before that person obtains access to the premises; and
- (b) each police certificate provided must be free from any criminal history.

2.5 The Supplier must, and must ensure that its employees, subcontractors or any other person acting under the supervision or control of the Supplier, comply with all relevant laws and when on premises owned or occupied by Bolton Clarke, the Supplier must:

- (a) comply with, and ensure that all persons involved in the provision of the Goods and Services comply with, Bolton Clarke's:

- (i) policies, directions and procedures relating to work health and safety;
- (ii) security and confidentiality requirements; and
- (iii) work standards, methodologies and procedures; and

(b) not damage any part of those premises.

2.6 The Supplier acknowledges and agrees that:

- (a) time is of the essence in relation to terms;
- (b) unless Bolton Clarke agrees, the Supplier may not deliver a Good or provide a Service prior to the due date specified in the Purchase Order;
- (c) if the Supplier supplies more quantities of a Good than specified in a Purchase Order, Bolton Clarke may return the excess at the Supplier's cost;
- (d) it must perform the Services in the way that is the most cost effective for Bolton Clarke;
- (e) if Bolton Clarke identifies a defect in a Good, then Bolton Clarke may elect, at its own discretion, and at any time, to:

- (i) return the Good to the Supplier and the Supplier must at its cost, either:
 - (A) make good the defect in the Good; or
 - (B) replace the Good; and
 the Supplier must return the Good free of defects to Bolton Clarke at a time and location agreed by Bolton Clarke; or
- (ii) repair the Good and the Supplier indemnifies Bolton Clarke against all costs incurred under this Clause 2.6(e);

(f) the Supplier is liable for the design, testing, and delivery of Goods in accordance with the Specification and Purchase Order;

(g) except as contemplated by a Purchase Order, Bolton Clarke does not commit to or guarantee to purchase any volume or value of Goods or Services during the Term;

(h) the Supplier is not Bolton Clarke's exclusive supplier of goods and services in the nature of the Goods or Services;

(i) Bolton Clarke may use the Goods and Services for its own benefit, resupply the Goods and Services to a third party and/or request the Goods and Services be supplied to an Associated Entity, in which case clause 12 applies; and

(j) acceptance of Goods or Services by Bolton Clarke:

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- (i) does not limit the Supplier's liability for breaching these terms; and
- (ii) is not an acceptance by Bolton Clarke that the Goods or Services comply with these terms.

3 Warranties

- 3.1 The Supplier represents and warrants, and it is a condition of these terms, that:
- (a) the Supplier has the right and authority to provide Bolton Clarke with the rights described in clauses 6.1 and 6.3;
 - (b) each Good and receipt of the Services will not infringe the Intellectual Property Rights or other rights of any third party; and
 - (c) the exercise of the rights described in clauses 6.1 and 6.3 will not infringe the Intellectual Property Rights or other rights of any third party.
- 3.2 The Supplier represents and warrants, and it is a condition of these terms, that:
- (a) all work will be carried out efficiently, with due skill and care and to the best industry standards, in a proper and workmanlike manner and using new materials suitable for the purpose;
 - (b) the Supplier is trained and skilled in the performance of the specific Services involved;
 - (c) the Supplier holds such licences, permits, registrations and insurances as are required under any relevant legislation or regulation to perform the Services or supply the Goods;
 - (d) the Goods and Services will be fit for the purpose for which they are sought;
 - (e) any materials that the Supplier uses to perform the Services or supply the Goods, will be free from defects in design, performance and workmanship;
 - (f) the Supplier is the legal and beneficial owner of any materials that the Supplier uses to perform the Services or supply the Goods, free of any third party interest or encumbrance; and
 - (g) each Good will:
 - (i) comply with all laws, mandatory industry codes and standards; and
 - (ii) be of merchantable quality.
- 3.3 The Supplier acknowledges and agrees that Bolton Clarke, in entering into these terms, relies on the warranties and representations made under these terms.

4 Prices

- 4.1 Subject to the Supplier complying with these terms, Bolton Clarke must pay the Prices to the Supplier.
- 4.2 The Supplier must invoice Bolton Clarke for the Prices within 30 days of the supply of the Goods and Services being completed to Bolton Clarke's satisfaction.

- 4.3 An invoice for payment must:
- (a) include any information requested by Bolton Clarke (including the Purchase Order number); and
 - (b) be a tax invoice and be in a form approved by Bolton Clarke.
- 4.4 Subject to clauses 4.3, 4.5 and 4.6, if:
- (a) the Purchase Order contemplates payment of the Prices in one instalment, Bolton Clarke must pay an invoice for particular Goods or Services within 30 days of the end of the month in which Bolton Clarke received that invoice; or
 - (b) the Purchase Order contemplates payment of the Prices in instalments, Bolton Clarke must pay on the dates and frequency specified in the Purchase Order and in any event within 14 days after receipt of an invoice rendered in accordance with clause 4.3 from the Supplier.
- 4.5 If there is a dispute about whether a Price, refund or other amount contemplated by these terms is payable or available, Bolton Clarke may withhold the amount in dispute without penalty until the resolution of the dispute.
- 4.6 Bolton Clarke may set off against any amount payable by Bolton Clarke under these terms any amount payable by the Supplier to Bolton Clarke, including any amount:
- (a) payable under an indemnity; and
 - (b) attributable to loss or damage suffered or incurred by Bolton Clarke in connection with these terms.

5 Term and termination

- 5.1 These terms commence on the Commencement Date and continue until terminated in accordance with this clause 5.
- 5.2 Bolton Clarke may terminate these terms at any time by written notice to the Supplier in which case these terms will terminate on the date specified in that written notice or, if no date is specified, immediately.
- 5.3 On termination of these terms:
- (a) accrued rights or remedies of a party are not affected; and
 - (b) if required by Bolton Clarke with respect to particular Purchase Orders which have not yet been performed to Bolton Clarke's satisfaction, these terms will continue until the Supplier has performed the Services contemplated by those Purchase Orders to Bolton Clarke's satisfaction.
- 5.4 Termination of these terms will not affect clauses 4.5, 4.6, 5.3, 6.5, 7, 8 and 11 or any provision of these terms which is expressly or by implication intended to come into force or continue on or after the termination.

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6 Intellectual property

- 6.1 The Supplier assigns to Bolton Clarke the Intellectual Property Rights (including future Intellectual Property Rights):
- (a) in the Goods; or
 - (b) otherwise created by the Supplier in the performance of the Services.
- 6.2 The Supplier must do all things necessary to give effect to clause 6.1.
- 6.3 In addition to clause 6.1, the Supplier grants Bolton Clarke an irrevocable, royalty free, transferable, worldwide licence (including the right to sublicense) to exercise any Intellectual Property Rights required for the use and exploitation of the Goods.
- 6.4 The Supplier must not act or fail to act in any way which damages or is likely to damage the reputation of Bolton Clarke.
- 6.5 The Supplier acknowledges that:
- (a) Bolton Clarke retains the Intellectual Property Rights in Bolton Clarke Material; and
 - (b) nothing in these terms gives the Supplier any Intellectual Property Rights or other rights in Bolton Clarke Material.
- 6.6 The Supplier must only use Bolton Clarke Material in accordance with any directions given by Bolton Clarke and only to the extent necessary to provide the Services to Bolton Clarke.
- 6.7 The Supplier is responsible for the safe keeping and maintenance of any Bolton Clarke Material provided to the Supplier.
- 6.8 The Supplier must not use the names, trademarks or logos of Bolton Clarke except with the prior written consent of Bolton Clarke.

7 Confidential Information

- 7.1 The Supplier agrees to keep confidential, and not to use or disclose, other than as permitted by these terms, any Confidential Information of Bolton Clarke provided to or obtained by the Supplier before or after entry into these terms.
- 7.2 The obligations of confidence in clause 7.1 do not apply to Confidential Information:
- (a) that is required to be disclosed by law, as long as the Supplier:
 - (i) discloses the minimum amount of Confidential Information required to satisfy the law; and
 - (ii) before disclosing any information, gives all available notice to Bolton Clarke in writing and takes all available steps (whether required by Bolton Clarke or not) to maintain such Confidential Information in confidence; or

- (b) that is in the public domain otherwise than as a result of a breach of these terms or other obligation of confidence.

- 7.3 The Supplier may use Confidential Information of Bolton Clarke only for the purpose of providing the Services to Bolton Clarke.
- 7.4 The Supplier may disclose Confidential Information of Bolton Clarke only with the prior written consent of Bolton Clarke.
- 7.5 If the Supplier discloses Confidential Information under clause 7.4, the Supplier must ensure that such information is kept confidential by the person to whom it is disclosed and is only used for the purpose of providing the Services under these terms.

8 Indemnity

- 8.1 The Supplier is liable for, and indemnifies Bolton Clarke from and against all loss or damage (including legal costs and regulatory penalties) incurred or suffered by Bolton Clarke however caused in connection with:
- (a) any act or omission of, or breach of these terms by, the Supplier;
 - (b) the enforcement of Bolton Clarke's rights in connection with any alleged or actual breach of these terms by the Supplier;
 - (c) any claim or allegation by a third party in connection with the Goods or Services;
 - (d) any breach of data (including, but not limited to, data containing Personal Information) provided by Bolton Clarke to the Supplier pursuant to these terms; and
 - (e) personal injury or death of any person (including the Supplier) in connection with the provision of the Goods or Services.
- 8.2 Each indemnity contained in these terms is a continuing obligation notwithstanding:
- (a) any settlement of account; or
 - (b) the occurrence of any other thing,

and it is not necessary for Bolton Clarke to incur expense or make payment before enforcing or making a claim under an indemnity.

9 Insurance

- 9.1 The Supplier must effect and maintain from a reputable insurance company (unless otherwise agreed in writing between the parties):
- (a) all insurances required by law, including workers compensation insurance in accordance with relevant legislation;
 - (b) public liability insurance for an amount of not less than \$10 million per claim or other amount agreed between the parties and specified in the relevant Purchase Order;
 - (c) professional indemnity insurance for an amount of not less than \$5 million per claim or other amount

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agreed between the parties and specified in the relevant Purchase Order; and

- (d) such other insurance as is required by Bolton Clarke from time to time in respect of any potential liability of the Supplier under these terms.

9.2 The Supplier must:

- (a) maintain the insurance policies referred to in clause 9.1 in a form and for a policy period acceptable to Bolton Clarke; and
- (b) provide Bolton Clarke with copies of these insurance policies and evidence of currency of the policies.

10 Costs and taxes

- 10.1 Each party bears its own costs in relation to the preparation and signing of these terms.
- 10.2 Subject to this clause 10, the Supplier must pay all taxes, duties, government charges and other taxes of a similar nature (including fines, penalties and interest) imposed or levied in connection with the performance of these terms.
- 10.3 Except under this clause 10, the consideration for a Supply made under or in connection with these terms does not include GST.
- 10.4 If a Supply made under or in connection with these terms is a Taxable Supply, then at the time any part of the consideration for the Supply is payable, the Recipient must pay the GST Act Supplier an amount equal to the GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under these terms for that Supply.
- 10.5 For clarity, the GST payable under clause 10.4 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the GST Act Supplier is liable, however caused.
- 10.6 Where a Supply made under or in connection with these terms is a Progressive or Periodic Supply, clause 10.4 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

11 Privacy

- 11.1 The Supplier must process all Personal Information in connection with these terms in accordance with the Privacy Laws (regardless of whether or not the Supplier is otherwise obliged to comply with the Privacy Laws) and only for the purposes of performing its obligations under these terms.
- 11.2 The Supplier must not transfer outside Australia Personal Information collected for the purposes of these terms, or allow parties outside Australia to have access to such Personal Information, without the prior written consent of Bolton Clarke.
- 11.3 The Supplier must take all necessary steps to ensure that Personal Information collected for the purposes of these terms is protected against loss and against unauthorised access, use, modification, disclosure or

other misuse and that only personnel authorised by Bolton Clarke have access to the Personal Information.

11.4 The Supplier must:

- (a) immediately notify Bolton Clarke where it becomes aware of any actual or reasonably suspected unauthorised access or disclosure of Personal Information collected under these terms; and
- (b) at its own cost investigate, with Bolton Clarke's participation, such breach or potential breach and identify and remediate the cause of such unauthorised access or disclosure.

12 Associated Entities

12.1 The Supplier acknowledges that:

- (a) Bolton Clarke enters into these terms for itself and on behalf of its Associated Entities;
- (b) Bolton Clarke holds the benefit of these terms for itself and on trust for its Associated Entities;
- (c) if an Associated Entity issues a Purchase Order (or Bolton Clarke issues a Purchase Order on behalf of an Associated Entity) it is obliged to satisfy the Purchase Order in accordance with these terms and will issue the invoice directly to the Associated Entity; and
- (d) if requested by Bolton Clarke, it will enter into an agreement with an Associated Entity on the same terms as these terms.

13 General

- 13.1 The laws of Queensland govern these terms.
- 13.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.
- 13.3 Where Bolton Clarke may exercise any right or discretion or make any decision under these terms, Bolton Clarke may do so in its absolute discretion, conditionally or unconditionally, and without being required to give reasons or act reasonably.
- 13.4 The Supplier must not assign or novate the Supplier's rights and obligations under these terms without the prior written consent of Bolton Clarke.
- 13.5 Bolton Clarke may assign its interest under these terms.
- 13.6 These terms do not create a relationship of employment, trust, agency or partnership between the parties.
- 13.7 A clause or part of a clause of these terms that is illegal or unenforceable may be severed from these terms and the remaining clauses or parts of the clause of these terms continue in force.
- 13.8 These terms supersede all previous agreements about their subject matter. These terms embody the entire agreement between the parties, irrespective of any Supplier terms and conditions referenced on the Supplier's invoices, delivery dockets or website, which, for the avoidance of any doubt, do not apply to these terms.

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- 13.9 The Supplier must not subcontract the performance of all or any part of the Supplier's obligations under these terms without the prior written consent of Bolton Clarke.
- 13.10 If the Supplier subcontracts the performance of all or any part of its obligations under these terms in accordance with clause 13.9, then the Supplier is liable for the acts and omissions of the subcontractor as though they were acts and omissions of the Supplier.
- 13.11 A right under these terms may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

14 Definitions and interpretations

- 14.1 In these terms:

Associated Entity means Royal District Nursing Service Limited ACN 052 188 717 or any related body corporate of it where 'related body corporate' has the meaning given to that term in the Corporations Act.

Bolton Clarke means RSL Care Limited ABN 90 010 488 454 or an Associated Entity which has issued a Purchase Order, in which case any reference to Bolton Clarke in these terms and conditions (except for clause 12) applies to that Associated Entity as if it was applying to RSL Care.

Bolton Clarke Material means any Material provided by or to which access is given by Bolton Clarke to the Supplier for the purposes of these terms.

Commencement Date means the date of the relevant Purchase Order or such other commencement date contemplated by the relevant Purchase Order.

Confidential Information of a party means any information relating to the business and affairs of that party or relating to customers, clients, employees, subcontractors or other persons doing business with that party:

- (a) which is by its nature confidential;
- (b) which is designated as confidential by that party; or
- (c) which the other party knows or ought to know, is confidential,

and includes all trade secrets, knowhow, financial information and other commercially valuable information of that party, and in the case of Bolton Clarke, includes the Goods, Bolton Clarke Material, the identity of, or any information of customers of Bolton Clarke, and the Prices.

Corporations Act means the *Corporations Act 2001* (Cth).

Good means the goods contemplated by the relevant Purchase Order and any Material provided by the Supplier to Bolton Clarke in connection with a Purchase Order or the performance of the Services.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Act Supplier means the entity making the

Taxable Supply.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, Moral Right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

Material includes goods, software, source code, object code, designs, test cases, documents, equipment, reports, technical information, customer lists, studies, plans, charts, drawings, calculations, tables, trade marks, logos, schedules and data stored by any means.

Moral Right means:

- (a) the right of integrity of authorship;
- (b) the right of attribution of authorship; and
- (c) the right not to have authorship falsely attributed, including those rights as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the commencement of these terms.

Progressive or Periodic Supply means a Taxable Supply that satisfies the requirements of section 156-5 of the GST Act.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Prices mean the prices specified in the relevant Purchase Order.

Privacy Laws means:

- (a) the *Privacy Act 1988* (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued there under, as amended from time to time;
- (b) the Australian Privacy Principles (or APPs) contained in the Privacy Act; and
- (c) all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms in respect of the processing of Personal Information.

Purchase Order means a purchase order issued by Bolton Clarke or an Associated Entity to the Supplier.

Services means the services contemplated by the relevant Purchase Order.

Specifications means any specifications or requirements for the Services or the Goods notified to the Supplier by Bolton Clarke, including any specifications in a Purchase Order.

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Supplier means the supplier to whom the relevant Purchase Order is issued.

Term means the term contemplated by clause 5.1.

14.2 In these terms:

- (a) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
- (b) any words capitalised in, and not defined in, clause 14.1 have the same meaning to those words in the GST Act;
- (c) these terms are not to be interpreted against the interests of a party merely because that party proposed these terms; and
- (d) a reference to a party is a reference to the Supplier or Bolton Clarke, and a reference to the parties is a reference to both the Supplier and Bolton Clarke.

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/ /
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Executed as an agreement

[Insert Supplier's legal name] hereby agrees to this Purchase Order terms and conditions

Signed by

[#insert name and ABN] on / /20 in accordance with section 127 of the *Corporations Act 2001* (Cth):

▲ _____
Signature of director

▲ _____
Signature of director / secretary

▲ _____
Name of director (print)

▲ _____
Name of director / secretary (print)