

Terms and Conditions

The agreement between Catholic Schools Broken Bay (CSBB) and the Supplier (Agreement) is comprised of:

- (a) the attached Purchase Order and any additional formal agreement (excluding terms attached to a Supplier quote or proposal) executed between CSBB and the Supplier (together 'Purchase Order'); and
- (b) these Terms and Conditions of Supply.

In the event of any inconsistency between the Purchase Order, any quote or proposal from the Supplier,

(f) assume responsibility for the acts or omissions of the Personnel in respect of the supply of goods and services to CSBB; and

(g) where the Supplier is providing services to CSBB at a site (the Site):

(i) ensure that it complies with any Site conditions that are notified by CSBB, including conditions relating to access, safety, Site control, working hours;

(ii) provide CSBB with a list of all major equipment which it proposes to use on Site and ensure that such equipment complies with all applicable Australian standards and safety requirements;

(iii) ensure that any necessary licences and permits are obtained in order to provide the services, including operation of any vehicle or equipment used in provision of the services;

(iv) rectify any damage to the Site caused by the provision of the services.

(a) All prices and fees for provision of goods and services are fixed as specified in the Purchase Order unless CSBB agrees in writing to a price variation.

(b) Subject to anything in the contrary in the Purchase Order, it is at CSBB's discretion as to whether it pays the invoices upfront or makes payment within 30 days after receipt of a valid tax invoice or within 30 days of the end of the month in which the goods or services are delivered, provided that:

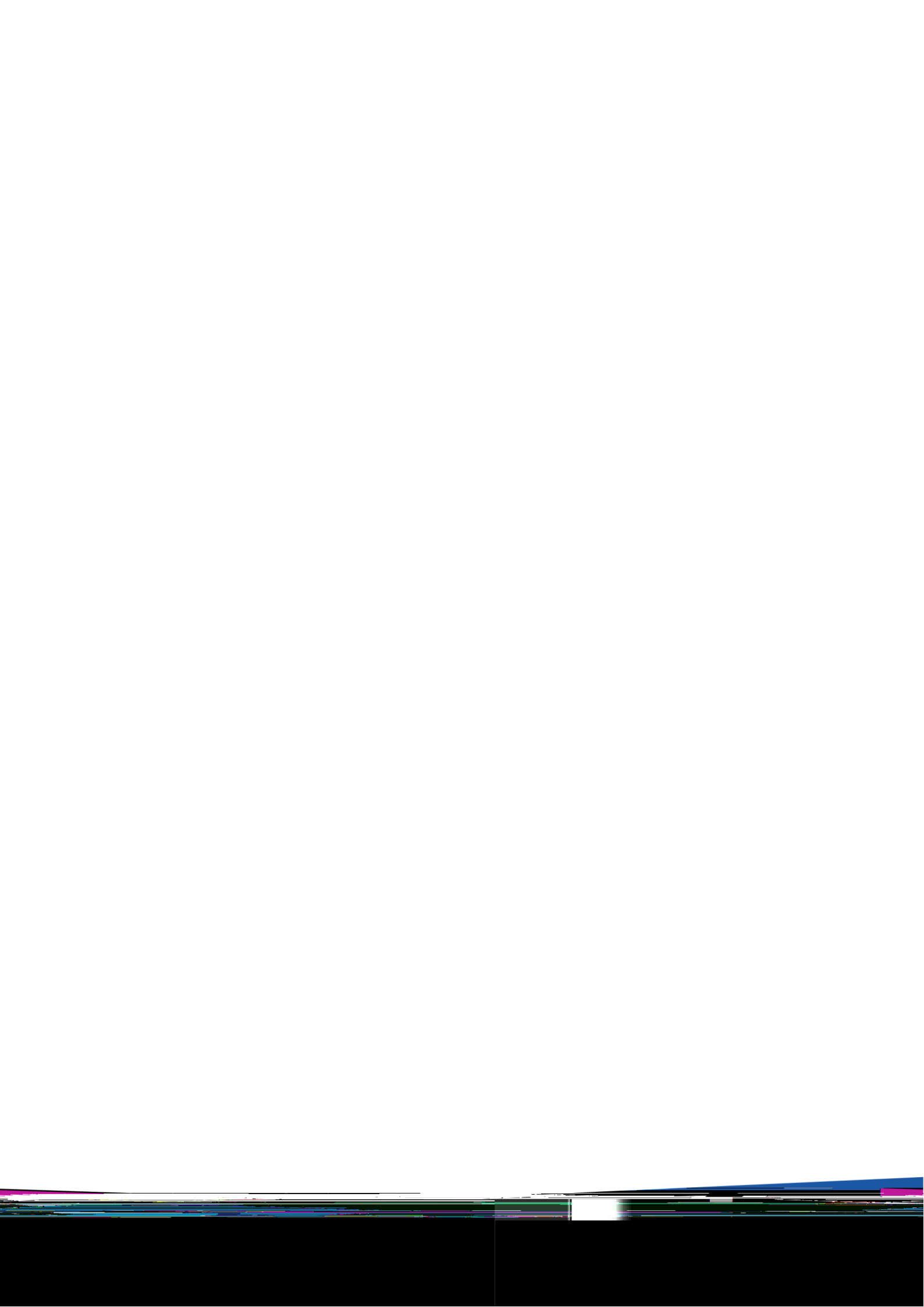
(i) the goods or services are satisfactory to CSBB;

(ii) the valid tax invoice is issued after the delivery of the goods or after the provision of the services;

(iii) and delivery of the goods, provision of the services and the amounts invoiced are in accordance with this Agreement or other written instructions issued by or on behalf of CSBB.

(e) Where the Supplier is performing work on sites that are not CSBB premises the Supplier must ensure that any incident that occurs in relation to the provision of the goods or services which is notifiable under the WHS Act and WHS Regulation, is notified to the relevant regulatory authority.

(f) The Supplier acknowledges that other than when goods or services are being supplied to or performed on CSBB premises, CSBB does not control or influence health and



(a)The Supplier must not advertise or promote its supply of goods or services to CSBB or any relationship with CSBB, or release any such materials bearing, containing or referring to any marks, logos or devices of CSBB.

(b)The Supplier must not give any interviews or assist a media entity in relation to the writing or broadcasting of any story concerning the provision of goods or services to CSBB or otherwise concerning CSBB.

(c)The Supplier must ensure that the Supplier, its officers, employees and agents:

(i) keep confidential all information of CSBB that it receives which it knows or reasonably ought to know is confidential, including the fact that the Supplier has provided CSBB with the services and has entered into an agreement with CSBB; and

(ii) do not use or disclose such confidential information to any person without CSBB's prior written approval.

(a) Except where the Loss is caused by the negligence of CSBB, the Supplier indemnifies CSBB, including its respective directors, executive members, officers, employees, volunteers, agents and contractors from and against all claims, liabilities, losses, damages and costs (including the cost of complying with product recall, loss of profits and legal costs and expenses calculated on a solicitor-

The individual remedies reserved in this Agreement are cumulative and additional to any other or further remedies provided in law or equity. No waiver of any breach of any provision of this Agreement will constitute a waiver of any other breach, or other such provision.

This Agreement may not be modified except in writing and signed by the parties.

Nothing in this Agreement creates a partnership, joint venture, relationship of employment, agency or similar relationship between the parties.