

TERMS AND CONDITIONS FOR PURCHASE ORDERS

between **Westpac Banking Corporation** (ABN 33 007 457 141) of 275 Kent St, Sydney NSW 2000 (**Westpac**), and the **Supplier** as described in the Purchase Order (**you**).

1. **(Contract for Goods & Services)** This is a contract between you and Westpac. You must supply to Westpac and Westpac's subsidiaries the goods, services and deliverables described, and in accordance with any requirements specified, in the Purchase Order and by the specified due dates. If you have your own terms of supply, they will not apply even if referenced in the Purchase Order or in any quote, invoice or other document (unless Westpac expressly agrees to such terms in writing). If you have entered into a master supply agreement or other existing agreement with Westpac, then such existing agreement will govern the provision of goods, services and deliverables to Westpac by you as supplemented by the specified requirements in the Purchase Order, and the terms and conditions of this contract will not apply.
2. **(Term)** This contract starts on the earlier of the date specified in a Purchase Order or the date Westpac places an order for goods, services or deliverables and ends on the expiry date specified in the Purchase Order (if any).
3. **(Purchase Order details)** You acknowledge that Westpac uses a digital procurement platform for all Purchase Orders, invoices and payments related to this contract. You must comply with any reasonable direction from Westpac to enable the purchase of the goods, services or deliverables to be transacted on this digital platform and acknowledge that receiving Purchase Orders and submitting electronic invoices with a corresponding Purchase Order number via the digital platform is a requirement of doing business with Westpac. You must also display the Purchaser Order number on all delivery notes and packages.
4. **(Standard)** You must follow Westpac's reasonable directions, and provide the goods, services and deliverables with due care and skill and in accordance with all applicable laws. You must get Westpac's written permission before engaging a subcontractor to help you perform your obligations. All Westpac's suppliers play a vital part in Westpac's sustainability performance so you must comply with Westpac's Responsible Sourcing Code of Conduct published at: <http://www.westpac.com.au/responsible-sourcing>. A change to the Responsible Sourcing Code of Conduct will only apply to the future supply of goods, services and deliverables to Westpac by you.
5. **(Modern slavery)** If you identify any instances of modern slavery, forced labour or human trafficking within your business operations or supply chain, then you must notify Westpac in writing promptly with the details of the identified instances; the steps you are taking to investigate and address the issue; and the proposed timeframe for the investigation of and addressing the issue.
6. **(IP rights)** Each of us will continue to own our existing intellectual property (including copyright, patents and trademarks) (**IP**), and any **IP** we create independently of this contract. However, **IP** that you create while you are providing the goods, services or deliverables to Westpac under this contract belongs to Westpac and you now assign to Westpac all such **IP** rights that may arise, once they are created. If you provide any of your own **IP** to Westpac (including as part of a deliverable), you agree that we may continue to use it to enjoy the benefits of the services, deliverables and this contract, even after this contract has ended.
7. **(Personal Information)** If you receive any Personal Information (as defined in the *Privacy Act 1988* (Cth) (the **Act**)) under or in connection with this contract then you must:
 - a. notify Westpac in writing immediately;
 - b. comply with the **Act** as if it were applicable to you as an organisation subject to the **Act**; and
 - c. return, delete or destroy the Personal Information (at Westpac's option, acting reasonably).
8. **(Data)** All rights in Westpac's data remain the property of Westpac at all times. You must not use Westpac's data for any purpose other than directly for the performance of your obligations under this contract. Westpac's data includes all data and information relating to the Westpac Group and its operations, facilities, customers, clients, personnel, assets and programs in whatever form that information may exist that you collect, store, process or generate in performing your obligations under this contract (and includes Westpac's Confidential Information and personal information).
9. **(Goods)** You must ensure that any goods and deliverables you supply are free from any defect in design, material or manufacture and that they are properly packaged and delivered to the delivery location (specified in the Purchase Order) in an undamaged state. Risk in the goods and deliverables will pass to Westpac upon their delivery to the delivery location. Ownership of and title to the goods and deliverables will transfer to Westpac on the earlier of payment for them or delivery of them to the delivery location.
10. **(Infringement)** You promise that you will not infringe another person's rights (including **IP** rights) in providing the goods, services or deliverables to Westpac. You will be responsible for any claims that may be made against Westpac if this is not true.
11. **(Confidentiality)** If either of us receives any information from the other which is identified as confidential or is, by its nature, confidential (**Confidential Information**), each of us must only use the other's **Confidential Information** in a limited way to perform our respective obligations or exercise our respective rights under this contract. We must keep each other's **Confidential Information** secret and safe and treat it as our own confidential information. You must promptly tell Westpac if you know Westpac's **Confidential Information** has been improperly used or disclosed.

12. **(Access)** Westpac will provide your personnel with access to Westpac's sites and systems to the extent reasonably required to supply the goods, services or deliverables. Westpac may revoke, suspend or limit the access granted at any time upon reasonable notice, but without notice if necessary to protect Westpac's sites and systems. You are liable for any damage caused by your Personnel to Westpac's sites or systems.
13. **(Publicity and trade marks)** Each party must get the other's permission to use the other's name or trade marks in any way. This includes the names and trade marks of the other's subsidiaries and divisions.
14. **(Consumer Guarantees)** If Westpac purchases the goods, services or deliverables as a consumer under the Australian Consumer Law (**ACL**), your liability for breach of any **ACL** guarantee is limited to:
 - a. in the case of goods, any one or more of the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or acquiring equivalent goods or the payment of the cost of having the goods repaired; or
 - b. in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.
15. **(Insurance)** Before you accept the Purchase Order, you must make sure you have:
 - a. public liability insurance;
 - b. product liability insurance
 - c. professional indemnity insurance;
 - d. workers' compensation insurance; and
 - e. property insurance,
 for such amounts as is reasonably adequate for the value and nature of the services.
16. **(Warranties)** You warrant that at all applicable times you hold and comply with all necessary authorisations, visas, licences, approvals and permits necessary to supply the goods, services or deliverables to Westpac.
17. **(Fees and payment terms)** We will pay you the fees specified in the Purchase Order at the times specified provided that you have first issued us with a correct and valid tax invoice which gives us 30 days in which to pay you. Each invoice must reference a Purchase Order number.
18. **(GST)** Terms in this clause 18 have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). All consideration to be paid or provided under the contract is expressed exclusive of GST unless otherwise stated. If GST applies to a Supply made under this contract and the consideration is expressed exclusive of GST, the recipient must pay to the supplier an additional amount equal to the GST payable on the supply (**GST Amount**). The **GST Amount** is payable at the same time that the first part of the consideration for the supply is to be provided. This will not apply if the GST on the supply is reverse charged and payable by the recipient.
19. **(Terminating this contract)**
 - a. If either of us breaches any clause of this contract, the other party may send to the breaching party a written notice requiring the breaching party to rectify the breach. If the breach is not rectified within 30 days after the notice was sent, the other party may terminate this contract.
 - b. Either of us may terminate this contract if the other party is insolvent or appoints an administrator or similar.
 - c. Either party may terminate this contract at any time for any reason by giving the other party at least 90 days' written notice. You will be paid proportionately for any goods, services or deliverables which Westpac has received but not paid for prior to termination.
20. **(End of contract)** When this contract terminates or expires, each of us must return or destroy the other party's *Confidential Information* and Westpac will pay you all fees due and payable up to that time. The provisions in relation to IP rights, Personal Information, Data, Infringement, Confidentiality, Publicity and trade marks, Consumer Guarantees and Insurance will continue to apply, even after this contract has ended.
21. **(Force majeure)** A party will be relieved of its obligations to the extent its performance of those obligations is prevented by and for the duration of an event outside that party's reasonable control which could not reasonably be circumvented through alternate sources (including through business or service continuity planning) (**Force Majeure Event**). Westpac is not required to pay any fees for any goods, services or deliverables that you fail to supply as a result of a *Force Majeure Event*.
22. **(Governing law)** This contract is governed by the laws of New South Wales, Australia and both you and Westpac submit to the non-exclusive jurisdiction of those courts.