

Following are the Terms and Conditions for the purchase, procurement and/or supply of Goods (“**Purchasing Terms & Conditions**”) by any person, supplier or entity (herein referred to as “Supplier”) to **NEUMANN STEEL PTY. LTD. (ACN 009 818 035)** and each related body corporate, any subsidiary or associated entity and as trustee of any trust from time to time (individually and together called “**Neumann Steel**”).

## THE CONTRACT

A Contract will be formed between Neumann Steel and Supplier on the terms of these Purchasing Terms & Conditions including, but not limited to when the Supplier accepts a Purchase Order, provides the Goods and/or Services set out in an official Purchase Order or otherwise supplies, delivers or promises to supply or deliver Goods and/or Services at the request of Neumann Steel. The Contract continues until the latter of:

- (a) the Goods are delivered in a state fit for their purpose; and/ or
- (b) the Services are performed to completion to a reasonable standard, quality value or grade and/or
- (c) the expiry date specified in the Purchase Order (if applicable)

unless terminated earlier in accordance with these Purchasing Terms & Conditions.

Acceptance of any Purchase Order, Contract or any other agreement to supply Goods and/or Services to Neumann Steel will constitute acceptance of and agreement to these Purchasing Terms & Conditions.

## INTERPRETATION

In these Purchasing Terms & Conditions, unless the context otherwise requires, all references to a party include the party’s successors and permitted assigns. No provision of these Purchasing Terms & Conditions will be construed adversely against a party solely because the party was responsible for drafting the provision.

## SUPPLIER TO PROVIDE GOODS AND/OR SERVICES

Neumann Steel appoints the Supplier to supply the Goods and/or Services. The Supplier accepts the appointment. The Supplier must provide the Goods and/or Services in accordance with these Purchasing Terms & Conditions and Neumann Steel’s delivery instructions including within the timeframes specified in the Purchase Order or as otherwise agreed in writing.

The Supplier must promptly notify Neumann Steel if it believes it will not be able to meet any delivery date or other timeframes specified in the Purchase Order and/or Contract, or of any proposed or



foreseeable delay. If the Supplier cannot meet the timeframes specified in the Purchase Order and/or Contract, then Neumann Steel may terminate the Purchase Order and/or Contract at no cost to Neumann Steel.

## RIGHTS TO CANCEL BASIC ORDER BEFORE DELIVERY FOR CONVENIENCE

Neumann Steel has the right to cancel any Purchase Order and terminate any Contract at any time prior to delivery of the Goods or completion of the Services, by written notice to the Supplier at its discretion. The Supplier will promptly notify Neumann Steel if it will incur any reasonable expenses as a consequence of the cancellation, including the estimated amount. If Neumann Steel proceeds to cancel the Purchase Order, Neumann Steel will reimburse the Supplier for its reasonable out of pocket expenses reasonably incurred as a direct consequence of the cancellation, provided the reason for the said cancellation was not caused, necessitated or contributed to by the Supplier (whether pursuant to these Purchasing Terms & Conditions or otherwise). The Supplier must take all reasonable steps to minimise the expenses associated with cancellation.

## REQUIREMENTS

(a) The Supplier must ensure that the Goods satisfy the description in the Contract or the Purchase Order, are of a high and merchantable quality, and fit for their usual purpose and any other purpose disclosed by Neumann Steel before the Contract is formed, and that all goods conform to any sample, specification or other description given to Neumann Steel in relation to the Goods.

(b) The Supplier must ensure the highest quality of work, and provide the Services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services. The Supplier must ensure that the Services satisfy the description in the Contract or the Purchase Order, are fit for their required purpose, they conform to any sample, specification or other description given to Neumann Steel in relation to the Services;

(c) The Supplier must ensure that all Goods and Services comply with any consumer guarantee or implied warranty applicable to the supply thereof, and all warranties, obligations and rights pursuant to the *Competition and Consumer Act 2010*.

(d) If the Supplier enters the Site to deliver the Goods or provide the Services, the Supplier must comply with all of Neumann Steel's policies, codes of conduct, rules, standards and procedures, and workplace health and safety policies, relevant to the Site. Neumann Steel will make copies available on request.

(e) The Supplier must comply with all reasonable directions of Neumann Steel in relation to the Supplier's performance of the Contract or Purchase Order.



(f) The Supplier must comply with all Laws necessary for the Supplier to perform the Contract (and provide evidence of compliance at Neumann Steel’s request), and ensure that use of the Goods by Neumann Steel as contemplated in the Contract or Purchase Order will comply with all applicable standards, warranties and/or laws and will be properly fit for their purpose.

(g) If the Supplier enters the Site to deliver the Goods or provide the Services, the Supplier must maintain public liability and products insurance for a minimum amount of \$1 million per claim and workers’ compensation insurance (if required by law), and any other insurance specified in writing by Neumann Steel.

(h) The Supplier must not use or disclose or otherwise make available any confidential information to any person except to its Officers on a need to know basis to perform the Contract and/or Purchase Order.

(i) If the Supplier collects or has access to any personal information in order to perform the Contract and/or the Purchase Order, the Supplier must, when performing this Contract:

(i) if Neumann Steel is an ‘agency’ for the Information Privacy Act, other than for Chapter 3 of the Information Privacy Act – comply with those parts of Chapter 2 of the Information Privacy Act which are applicable to Neumann Steel, as if the Supplier were Neumann Steel; or

(ii) otherwise – comply with the Australian Privacy Principles in the Privacy Act.

(j) The Supplier is fully responsible for its employees, subcontractors, agents and/or Officers including for ensuring those persons comply with the Supplier’s obligations under these Purchasing Terms & Conditions. The Supplier is not, and Supplier’s Officers are not, employees, agents or subcontractors of Neumann Steel.

(k) The Supplier must reference the relevant Contract or Purchase Order on all communications including, but not limited to, any delivery documents and invoices. In the event that an invoice or delivery docket does not display the correct Purchase Order, the said invoice may (at Neumann Steel’s discretion) be returned to the supplier and will not be processed or payable until thirty (30) days after the invoice displaying the proper purchase order number is provided.

## CONFLICT OF INTEREST AND CRIMINAL ORGANISATIONS

### Conflict of Interest

The Supplier warrants that it and its Officers, agents, employees or subcontractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a conflict of interest is created, or might appear to be created, in conflict with its obligations under these Purchasing Terms & Conditions, or any Contract, except as disclosed in writing to Neumann Steel.



## Criminal Organisation

The Supplier warrants that neither it nor its Officers, agents, employees, or subcontractors:

- (a) have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A (3) of the Criminal Code; or
- (b) are subject to an order under or have been convicted of an offence under the Criminal Organisation Act 2009 (Qld).

## Warranties are ongoing

The warranties in this clause are provided as at the date of any Purchase Order or Contract and on an ongoing basis. The Supplier warrants that it will immediately notify Neumann Steel if it becomes aware that any warranty made in this clause was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way.

In addition to any other remedies available to it under Law or contract, Neumann Steel may, in its absolute discretion, immediately terminate the Contract if it believes the Supplier has breached any warranties in this clause.

## INVOICING, PRICE AND PAYMENT

- (a) The Supplier may only invoice Neumann Steel after delivery of Goods or Services that comply with the Requirements unless otherwise agreed in writing under this contract.
- (b) The Supplier must include adequate information for Neumann Steel to verify that the invoice is accurate and will provide supporting documentation reasonably requested by Neumann Steel. All invoices must reference a valid approved Purchase Order Number.
- (c) Neumann Steel is not required to pay any invoice that does not comply with this clause. All incomplete invoices will delay payment and maybe returned to the supplier.
- (d) Neumann Steel will pay each correctly rendered tax invoice within 30 days of receipt.
- (e) Neumann Steel may withhold payment of any amount which it disputes in good faith, until the dispute is resolved, and it is determined that the amount is payable.
- (f) The Price is inclusive of all charges, expenses and overheads, and all taxes and duties, except for GST.



## GST

- (a) Unless expressly stated otherwise, all amounts payable under this Contract are GST exclusive.
- (b) Where GST is imposed on a supply under the Contract, the recipient of the supply shall pay to the supplier an amount equal to the GST (if any) payable on the taxable supply, at the same time that it is required to make the payment for the taxable supply, provided that it receives a valid tax invoice at or before the time of payment. Terms in this clause have the same meanings as in the GST Law.

## LIABILITY

The maximum liability of a party to the other, whether in contract, tort (including negligence) or otherwise in connection with the Contract or any Purchase order, is an amount equal to the total of all amounts (including additional expenses and charges) payable under the Contract/Purchase Order, multiplied by 1.5. The cap on liability does not apply to liability in relation to:

- (a) personal injury, including sickness, injury or death; or
- (b) loss of, or damage to, tangible property; or
- (c) wilful default, wilful misconduct, unlawful act or omission of, or failure to comply with applicable Law by the Supplier or its Officers, agents, employees or subcontractors; or
- (d) any Claim by a third party relating to these Purchasing Terms & Conditions, any Contract and/or any Purchase Order, including (but not limited to) any breach of a third party's intellectual property rights and/or any other right or obligation under these Purchasing Terms & Conditions which may adversely affect any third party.

## INTELLECTUAL PROPERTY RIGHTS

The Supplier grants (and must procure that relevant third parties grant) Neumann Steel an irrevocable, unconditional, perpetual, free of additional charge, non-exclusive, worldwide and transferable (including sub-licensable) licence to exercise all intellectual property rights in the Goods and Services, for any purpose of Neumann Steel. The Supplier warrants that it is authorised to grant the rights in this clause.



## CUSTOMER DATA

The ownership of customer data, including any intellectual property rights in customer data, shall vest in Neumann Steel on creation. The Supplier has no right, title or interest in Customer Data except as specified in this clause. The Supplier must not use, access, modify or disclose Customer Data to any person except to its Officers on a need to know basis to perform the Contract. The Supplier must comply with clause 5(h) and all applicable Laws in relation to customer data which is personal information, and must provide reasonable assistance to Neumann Steel on request to enable Neumann Steel to comply with Laws, policies and standards applicable to Neumann Steel in relation to Customer Data including (without limitation) identifying, labelling, searching, reporting, copying, retrieving and modifying Customer.

Data in relation to personal information, public records, right to information and information standards.

## WHERE REQUIREMENTS NOT MET

If any requirements in respect of the supply of Goods and/or Services are not met (including, but not limited to, any of the terms set out in these Purchasing Terms & Conditions), at the request of Neumann Steel the Supplier must promptly (at Neumann Steel's discretion):

- (a) resupply the relevant Goods;
- (b) re-perform the relevant Services; and/or
- (c) refund Neumann Steel any monies paid,

and Neumann Steel may exercise any other right or remedy that it has under this Contract or otherwise. If the Supplier fails to comply with its obligations under this clause and/or under these Purchasing Terms & Conditions, Neumann Steel may have the Goods and/or Services re-supplied or reperformed by others, and the Supplier shall pay to Neumann Steel on demand any costs incurred by Neumann Steel in doing so.

Acceptance of the Goods and/or Services by Neumann Steel does not relieve the Supplier of any of its obligations under these Purchasing Terms & Conditions



## GENERAL

The parties agree that:

- (a) (communication) they will direct all enquiries relating to these Purchasing Terms & Conditions, any Contract and/or Purchase Order to the other party's nominated contact person, or to another person if the other party directs;
- (b) (variation) a Contract or Purchase Order may only be varied by written agreement of an Officer of the parties;
- (c) (entire agreement) these Purchasing Terms & Conditions set out all the parties' rights and obligations relating to the subject matter of any request for supply, Contract or Purchase Order, and replace all earlier representations, statements, quotations, tender, terms, agreements and understandings except as stated otherwise in these Purchasing Terms & Conditions. No terms of the Supplier or other terms apply to any agreement between Neumann Steel and the Supplier, and these Purchasing Terms & Conditions are in no way affected or amended by any other express or implied terms;
- (d) (relationship) their relationship is of principal and contractor. These Purchasing Terms & Conditions (and for the avoidance of doubt, any Contract or Purchase Order) do not create any partnership, joint venture or employment relationship. The Supplier must not represent itself or allow anyone else to represent that the Supplier is a partner, joint venturer, officer, agent, subcontractor or employee of Neumann Steel;
- (e) (manufacturer warranties) the Supplier assigns any manufacturer's warranty to Neumann Steel, where possible to do so, and must inform Neumann Steel where it is not possible to do so;
- (f) (delivery) the Supplier must deliver the Goods or other relevant deliverables to any site (as directed by Neumann Steel) in accordance with Neumann Steel's instructions. If the Supplier asks, Neumann Steel will confirm in writing that the deliverables have been received. All delivery and/or freight costs must be included as a separate line on any Purchase Order and/or Contract, and unless specifically included in the Purchase Order and/or Contract, are payable by the Supplier;
- (g) (packaging) the Supplier must adequately pack and protect Goods to withstand transit and storage, and provide a packing note with the Goods;
- (h) (rejected Goods) if Neumann Steel rejects Goods, and the Supplier does not repossess the rejected Goods within 30 days of notice of rejection, Neumann Steel may sell or dispose of the Goods, at Neumann Steel's cost;



- (i) (risk) risk will transfer to Neumann Steel when the Goods are delivered to the delivery address specified in writing by Neumann Steel, in accordance with the delivery instructions.
- (j) (title) title in the Goods and Deliverables will transfer on the earlier of the delivery or payment of the applicable Price;
- (k) (no encumbrance) the Supplier warrants that the Goods are not (and when title passes, will not be) subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract.
- (l) (returns) The Supplier will accept the reasonable return of Goods as requested by Neumann Steel as required from time to time. Any Goods returned will be returned in the same or similar condition to the condition thereof at the date of supply.

## DEFINITIONS AND INTERPRETATIONS

In these Purchasing Terms & Conditions, unless the context requires otherwise:

- (a) **“Contract”** means the supply or proposed supply of Goods by a Supplier to Neumann Steel and any terms and conditions in respect thereof, including, but not limited to any supply in accordance with clause 1 hereof, and/or any proposal to supply goods in accordance with a Purchase Order, or where the Supplier otherwise supplies, delivers or promises to supply or deliver Goods at the request of Neumann Steel.
- (b) **“Neumann Steel”** means **Neumann Steel Pty. Ltd. (ACN 009 818 035)** and each related body corporate, any subsidiary or associated entity and as trustee of any trust from time to time
- (c) **“Officer”** means each director, secretary, credit manager and authorised representative of Neumann Steel;
- (d) **“Privacy Act”** means the Privacy Act 1988 (Cth) as amended from time to time.
- (e) **“Purchase Order”** means any order placed by Neumann Steel and allocated a purchase order number, and/or any request in writing from Neumann Steel to the Supplier for the supply, sale and/or delivery of Goods or Services.
- (f) **“Purchasing Terms & Conditions”** means these terms and conditions for the purchase, procurement and/or supply of Goods and/or services by any supplier to Neumann Steel
- (g) **“Goods”** means all goods, property and/or products ordered from and/or supplied, to be supplied or otherwise made available by or through Supplier to Neumann Steel.
- (h) **“Services”** means all services ordered and/or supplied or rendered, to be supplied or otherwise made available by or through the Supplier to Neumann Steel.
- (i) **“Supplier”** means the person nominated, requested or appointed by Neumann Steel to supply Goods in accordance with the Purchasing Terms & Conditions at the request of Neumann Steel, whether by Purchase Order, oral order, email communication, or otherwise, and whether by Neumann Steel’s Officer or other person(s) nominated in writing by Neumann Steel at its absolute discretion.

