

Purchase order

General terms and conditions

1. Supply of Goods and/or Services

The Supplier must supply the Goods and/or perform the Services by the Due Date with due care and skill, and to a standard to be expected of a professional person both competent and experienced in providing:

- (a) services similar to the Services; or
 - (b) goods or items similar to the Goods.
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2. Warranties

2.1 Warranties in respect of Goods

To the extent that the Supplier supplies Goods under this Contract, the Supplier warrants to the Purchaser that:

- (a) the Goods are new and comply with all requirements of the relevant Purchase Order;
- (b) the Goods are fit for the purpose for which the Goods would be expected to be reasonably used by the Purchaser;
- (c) all Goods are free from all liens and encumbrances and the Supplier has good title to the Goods; and
- (d) the Supplier is legally entitled to transfer, and will transfer, ownership of the Goods to the Purchaser.

2.2 Warranties in respect of Services

To the extent that the Supplier supplies Services under this Contract, the Supplier warrants that:

- (a) the Services are suitable, appropriate and adequate for the purposes made known to the Supplier by the Purchaser on or before entering into this Contract; and
 - (b) it has satisfied itself that the Price covers the cost of complying with all of its obligations under this Contract.
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3. Compliance

In supplying the Goods and/or performing the Services or undertaking any work under the Contract, the Supplier must:

- (a) comply with all Australian standards, regulations, codes of conduct and requirements of relevant government agencies in relation to the Services, the Goods or the Supplier;
- (b) comply with the Purchaser's directions and all policies and procedures of which the Supplier is notified (including all health, safety and environmental management policies and procedures available at <https://www.hydro.com.au/hse>); and
- (c) ensure that any shipments, shipping papers or correspondence is identified with the correct Order Number.

4. Quality

4.1 Non-compliance

If the Purchaser becomes aware that any part of the Services and / or Goods do not comply with this Contract:

- (a) the Purchaser will as soon as practicable, provide the Supplier with written notice requiring the Supplier to rectify the non-compliance within a reasonable period following the delivery of that notice; and
- (b) the Supplier must rectify the non-compliance at its cost within the timeframe stated in the notice.

4.2 Failure to rectify

If the non-compliance has not been rectified so that it complies with this Contract within the timeframe in the Purchaser's notice, the Purchaser may:

- (a) refuse to provide payment for that part of the non-complying Services and / or Goods;
- (b) perform, or have performed, the non-complying Services; and/or
- (c) obtain alternative Goods in place of the non-complying Goods.

4.3 Additional costs

The Supplier must reimburse the Purchaser for all direct costs (including additional wage costs) actually and reasonably incurred by the Purchaser in connection with having the non-complying Services performed or non-complying Goods provided in accordance with clause 4.2 (Failure to rectify) that exceed the costs that would have been incurred by the Purchaser if the Supplier had performed the non-complying Services and / or provided the non-complying Goods in accordance with this Contract.

5. Defects

If any Defect in the Goods or Services arises within the shorter of:

- (a) 12 months from the date when the Goods are first put into service or completion of the Services; or
- (b) 24 months from the date of delivery of the Goods,

the Supplier must, at its own expense, do all things reasonably necessary to remedy the Defect and must reimburse the Purchaser for any direct costs actually and reasonably incurred in connection with the Defect, including, the cost of the Purchaser remedying the Defect if the Supplier does not do so within a reasonable period following notice of the Defect from the Purchaser.

6. Variations

- (a) The Purchaser may request the Supplier to carry out any variation to the Goods and/or Services, and provided that the parties agree on the scope of the variation proposed, the Supplier must comply with any such request (**Variation**).
- (b) The parties must use their best endeavours to agree in writing on the value of a Variation at the time of the request, but if the parties are unable to agree within 3 days of the issue of the request, then the value of the Variation will be determined by the Supplier acting reasonably and by reference to the Price.

7. Inspection

- (a) A representative of the Purchaser is entitled to inspect and witness tests of the Goods and/or the Services to ensure compliance with the Contract.

- (b) The Supplier must render reasonable assistance (including allowing the Purchaser access during working hours to the Supplier's and any sub-contractor's premises on reasonable notice by the Purchaser) for this purpose. The Supplier must make this a condition of any subcontract.
- (c) All Goods and Services are subject to inspection by the Purchaser within a reasonable time after delivery or performance (as applicable) at the option of the Purchaser irrespective of date of payment.
- (d) A signed delivery docket will not be construed to mean acceptance by the Purchaser of the Goods and/or Services. The Purchaser will promptly notify the Supplier of any Defects appearing, and in respect of Goods so found to be defective, hold such Goods for the Supplier's instructions and at the Supplier's risk for a reasonable period not exceeding 60 days.

8. Specifications

- (a) The Goods and/or the Services must comply with such specifications, drawings, samples or other description (if any) furnished by the Purchaser to the Supplier prior to or in conjunction with issuing the Purchase Order.
- (b) Any inspection conducted under clause 7 (Inspection) by a representative of the Purchaser will not affect the requirement to comply with clause 8(a) unless expressed in writing by the Purchaser.

9. Delivery

- (a) The Supplier is responsible for the delivery of the Goods to, and/or performance of the Services at, the Premises or such other location as is specified in the Contract by the Due Date.
- (b) Packages containing Goods must be clearly identifiable and include the Order Number.
- (c) The Supplier must ensure that Goods are suitably packed to avoid damage in transit and/or in storage.

10. Timing

- (a) The Due Date for delivery of the Goods or performance of the Services must be confirmed in advance with the Purchaser.
- (b) The Supplier must not, without reasonable cause, depart from the Due Date, unless otherwise agreed with the Purchaser.

11. Risk, title and property in Goods

- (a) Title to and property in Goods immediately passes to the Purchaser upon payment for the Goods (whether that occurs prior to or after delivery), and the Goods must be appropriately marked and identified as the property of the Purchaser. Title in the Goods will pass to the Purchaser free of any encumbrances, liens, debts of the Supplier, charges or other security interest.
- (b) Risk in Goods remains with the Supplier until delivery to the Purchaser or its nominated agent in accordance with the Contract.

12. Access

12.1 Access to Premises

Subject to clause 12.2 (Access conditions), the Purchaser will grant the Supplier access to the Premises.

12.2 Access conditions

As a precondition to the Supplier and any of the Personnel entering or remaining on the Premises, the Supplier must:

- (a) ensure that any of the Personnel who attend the Premises have undertaken any induction required by the Purchaser; and
- (b) have provided the Purchaser with certificates of currency for all insurances required in accordance with this Contract.

12.3 On site requirements

While the Supplier or its Personnel are on site at the Premises, the Supplier and its Personnel must:

- (a) sign in at the Purchaser's reception and obtain a visitor's pass;
- (b) comply with the Purchaser's directions when onsite;
- (c) perform its obligations under this Contract in accordance with the Policies, as notified by the Purchaser to the Supplier from time to time;
- (d) not use any equipment or enter into any areas without permission from the Purchaser; and
- (e) minimise any disruption to, and take all reasonable steps to protect the safety of, the Purchaser's personnel and the Personnel; and
- (f) make good any damage to the Premises caused by the Supplier or its Personnel, as first agreed to by the Purchaser.

12.4 Cooperation

The Supplier acknowledges that other employees and agents of the Purchaser may also be operating on the Premises and in this case, the Supplier agrees that it will comply with all requests of the Purchaser to ensure that any interference with such operations are avoided or minimised.

13. Workplace health and safety

13.1 Supplier's acknowledgement

The Supplier acknowledges and agrees that during the term of this Contract, the Supplier must, and must ensure that all of the Personnel, comply with all applicable laws in relation to workplace health and safety at all times while performing their obligations under this Contract.

13.2 Supplier's compliance requirements

The Supplier:

- (a) must comply with any of the Purchaser's requirements in connection with workplace health and safety (including compliance with those policies and procedures available at www.hydro.com.au/hse);
- (b) must provide to the Purchaser all things necessary to enable the Purchaser to meet its obligations under any applicable workplace health and safety laws;
- (c) must ensure that it has requested from the Purchaser all relevant information held by the Purchaser that may reasonably be required by the Supplier to discharge the duties imposed on the Supplier by any applicable workplace health and safety laws;
- (d) must provide to the Purchaser upon request, evidence satisfactory to the Purchaser of the Supplier's compliance with any applicable workplace health and safety laws; and
- (e) must, as far as is reasonably practicable, consult, cooperate and coordinate its activities with the Purchaser in all work, health and safety matters connected, arising out of, or associated with performing its obligations under this Contract.

13.3 Performing obligations

When performing its obligations under this Contract, and at all times when the Supplier or any of the Personnel are on the Premises, the Supplier must:

- (a) promptly notify the Purchaser of any security breaches, accident, property or environmental damage or notifiable incident pursuant to any workplace health and safety laws, which occur during the course of performing its obligations under this Contract;
- (b) notify the Purchaser in writing where there is a conflict between its obligations under this Contract and any applicable workplace health and safety laws and must consult, co-operate and co-ordinate with the Purchaser to find an appropriate resolution;
- (c) not do anything which may place the Purchaser in breach of any applicable workplace health and safety laws; and
- (d) perform its obligations under this Contract in a manner that will not cause any harm, damage or nuisance to the environment.

14. Modern slavery

14.1 Warranty

The Supplier warrants that:

- (a) it has not, and will not engage in any Modern Slavery practices;
- (b) it does and will continue to comply with all laws relating to Modern Slavery;
- (c) it does and will continue to take reasonable steps to ensure that there is no Modern Slavery in its supply chains or in its sub-contractor's supply chains;
- (d) neither the Supplier nor any of the Supplier's Personnel:
 - (i) has been convicted of any offence involving Modern Slavery; and
 - (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any government agency regarding any offence or alleged offence of or in connection with Modern Slavery.

14.2 Compliance

The Supplier must:

- (a) implement and maintain appropriate throughout the term of this Contract, due diligence procedures for its own suppliers and sub-contractors to ensure that there is no Modern Slavery in its supply chains; and
- (b) do all things necessary to immediately rectify or avoid any Modern Slavery risk in its supply chains.

14.3 Records

The Supplier must:

- (a) maintain a complete set of records to trace the supply chain of all goods and services provided to the Purchaser in connection with this Contract; and
- (b) provide all information reasonably required by the Purchaser to comply with any law or legal requirement to provide a public compliance statement in relation to Modern Slavery.

15. Payment

15.1 Price

Provided that the Supplier complies with its obligations under this Contract, the Purchaser will pay the Supplier the Price in accordance with this clause 15.

15.2 Acknowledgement

The Supplier acknowledges and agrees that the Price covers the cost of complying with all of its obligations under the Contract including:

- (a) in respect of the Goods, all applicable duties, levies and taxes, and all costs in relation to packing, handling, insurance, freight and delivery; and
- (b) in respect of the Services, the provision and maintenance of all materials and resources and the supply of all tools and equipment necessary to perform the Services.

15.3 Price fixed

The Price is not subject to change including, to rise and fall, without the prior written agreement of the Purchaser and the Supplier.

15.4 Payment claim

The Supplier must provide the Purchaser with an invoice that complies with clause 15.5 (Valid Invoice) for the Goods and / or Services within 5 Business Days after completion of the Services or delivery of the Goods.

15.5 Valid invoice

An invoice delivered under clause 15.4 (Payment claim) must:

- (a) be a valid tax invoice for the purposes of the GST Act;
- (b) contain a description of the Services and / or Goods provided during the relevant payment period;
- (c) outline the basis for calculation of the amount set out in the invoice based on the Price; and
- (d) identify the relevant Order Number.

15.6 Payment

- (a) Subject to this clause 15, the Purchaser will pay the amount claimed by the Supplier in its tax invoice no later than 30 days after the date the tax invoice was received.
- (b) Payment is on account only and does not constitute an acknowledgment that the Goods or the Services are free from Defects or otherwise in accordance with the Contract.

16. GST

16.1 GST Definitions

Expressions defined in the GST Act have the same meaning when used in this clause 16.

16.2 GST Exclusive

Unless otherwise stated in this Contract, all amounts payable by one party to another party are exclusive of GST.

16.3 GST Payment

If GST is imposed or payable on any supply made by a party under this Contract, the recipient of the supply must pay to the supplier the additional amount for GST at the same time and in the same manner as the consideration for the supply.

16.4 Tax invoice

A party's right to payment under clause 16.3 (GST Payment) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

17. Intellectual Property

17.1 Supplier Licence

With regard to all Intellectual Property Rights in the Goods or the Services, the Supplier:

- (a) in instances where the Intellectual Property Rights are owned by the Supplier, grants to the Purchaser; or
- (b) in instances where the Intellectual Property Rights are not owned by the Supplier, will ensure the Purchaser is provided with,

a perpetual, irrevocable, non-exclusive, royalty free, transferable licence to exercise all rights of the owner of the Intellectual Property Rights associated with the Goods or the Services, for the Permitted Purpose.

17.2 IP Warranty

The Supplier warrants that:

- (a) the performance of the obligations under this Contract and the licence granted by the Supplier pursuant to clause 17.1 (Supplier Licence) does not infringe the Intellectual Property Rights (including moral rights) of any person; and
- (b) it is entitled, and will be entitled at all relevant times, to deal with the relevant Intellectual Property Rights as required under this clause 17.

17.3 IP Indemnity

The Supplier indemnifies the Purchaser against any liability or loss incurred by the Purchaser in connection with the infringement of any Intellectual Property Right caused by the Supplier or the Personnel, except to the extent caused by the Purchaser or the Purchaser's personnel.

18. Confidentiality

18.1 Non-disclosure

Subject to clause 18.2 (Representatives), the Supplier agrees not to disclose Confidential Information to any person without the prior written consent of the Purchaser, unless and until:

- (a) such information becomes generally available to the public in printed publications in general circulation in Australia, through no action, default or other breach by the Supplier; or
- (b) the Supplier is required by law, an order of the court or the rules of any recognised stock exchange to make disclosure, and then only to such extent.

18.2 Representatives

The Supplier may, notwithstanding clause 18.1 (Non-disclosure), disclose Confidential Information to such of its representatives who may need such information and only to the extent so needed, to enable such party to fulfil its obligations under this Contract.

19. Privacy

19.1 Compliance

The Supplier agrees, in respect of Personal Information which it has collected or been given access to for the purposes of this agreement:

- (a) to comply with the Privacy Legislation;
- (b) to collect the Personal Information in the manner required by this agreement and as the Purchaser may direct from time to time;
- (c) to use the Personal Information only for the purposes of this agreement; and
- (d) not transfer the Personal Information outside Australia without the Purchaser's prior written consent.

19.2 Breach

Where any party identifies actual or suspected unauthorised access or disclosure of Personal Information or loss of Personal Information provided by or held by the Purchaser and which has been accessed or held by the Supplier for the purposes of this Contract (**Breach**) the Supplier agrees:

- (a) to immediately take any measures necessary to prevent the recurrence or continuation of the Breach and notify the Purchaser of the Breach including:
 - (i) full details of the manner in which the Breach occurred;
 - (ii) the type of information affected by the Breach; and
 - (iii) any security measures applied to the Personal Information affected by the Breach;
- (b) to assist and cooperate with the Purchaser in investigating any Breach;
- (c) to provide all information reasonably requested by the Purchaser in connection with the Breach; and
- (d) that the Purchaser will be the sole person responsible for making any notification of that Breach required by law, unless otherwise agreed between the parties.

20. Insurance

20.1 Supplier's insurances

- (a) The Supplier must, at its own cost, take out and maintain for the term of this Contract the Insurance Policies.
- (b) The Supplier must provide certificates of currency for such Insurance Policies to the Purchaser prior to starting to perform the Services or supply the Goods, on renewal and otherwise on the Purchaser's request.

20.2 Insurance of subcontractors

The Supplier must ensure that any subcontractors engaged to perform any obligations under this Contract are insured to a level commensurate with the insurance obligations of the Supplier under this clause 20.

20.3 Notice

With respect to any Insurance Policy, the Supplier must notify the Purchaser in writing as soon as practicable:

- (a) if any Insurance Policy lapses, is cancelled or is materially altered;
- (b) if the Supplier claims, or becomes entitled to claim, under any Insurance Policy for something related to the performance of its obligations under this Contract; or
- (c) if any event occurs which gives rise to, or may give rise to a claim under any Insurance Policy, or which could potentially prejudice any such policy.

20.4 General obligation

The Supplier must not do anything and must not allow anything to be done while performing its obligations under this Contract which affects the Purchaser's rights under any insurance policy held by the Purchaser.

21. Suspension

21.1 Suspension notice

The Purchaser may, on reasonable notice, direct the Supplier to suspend or to re-commence delivery of the Goods and / or performance of the Services.

21.2 Effect of suspension notice

Unless the suspension is the result of the Supplier's failure to perform its obligations under the Contract, a direction to suspend under clause 21.1 (Suspension notice) will entitle the Supplier to:

- (a) an extension of the Due Date, if it is delayed in achieving the Due Date; and
- (b) be paid by the Purchaser any direct extra costs incurred by it as a result of the suspension as reasonably determined by the parties.

21.3 Payment

The Supplier's entitlement under clause 21.2(b) (Effect of suspension notice) will be its only right to payment of money arising from a direction to suspend and will be subject to the Supplier taking all steps reasonably possible to mitigate its extra costs.

22. Termination

22.1 Default

Either party (**Non-Defaulting Party**) may terminate this Contract by giving the other party (**Defaulting Party**) notice if:

- (a) the Defaulting Party repudiates its obligations under this Contract;
- (b) the Defaulting Party does not comply with an obligation under this Contract and, in the Non-Defaulting Party's reasonable opinion:
 - (i) the non-compliance can be remedied, but the Defaulting Party does not remedy it within 14 days after the Non-Defaulting Party gives the Defaulting Party notice to remedy it; or
 - (ii) the non-compliance cannot be remedied; or
- (c) subject to Part 5 of the *Corporations Act 2001* (Cth), the Defaulting Party becomes insolvent or financially unable to proceed with the Contract.

22.2 Termination for convenience

This Contract may be terminated at any time upon the giving of not less than 14 days' notice for the convenience of either party, in which case the Purchaser must pay the Supplier:

- (a) for any Services provided or Goods supplied by the Supplier in accordance with this Contract up to the date of termination;
- (b) any direct costs actually and reasonably incurred by the Supplier to the date of termination.

22.3 Rights not prejudiced

If this Contract is terminated:

- (a) the parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued prior to the date of termination; and
- (b) rights to recover damages are not affected by the termination.

23. Disputes

23.1 Notice

If a party has a dispute or complaint against the other, that party (**Notifying Party**) must notify the other party in one of the ways described in clause 24 (Notices). The Notifying Party must ensure that the notice contains specific detail identifying the nature of the dispute or complaint.

23.2 Best endeavours to resolve

- (a) Within 21 days of the delivery of a dispute notice, one or more senior executives from both parties will meet at least once to endeavour to resolve the dispute or complaint to the mutual satisfaction of both parties.
- (b) Unless the parties agree otherwise, the meeting must take place in Hobart, Tasmania.

23.3 Mediation

- (a) If the parties are not able to reach a resolution of the dispute or complaint within a reasonable period of time (in any event being no more than 21 days after the date of receipt of the notice of the dispute or complaint) (**First Dispute Period**), the dispute or complaint is by this clause 23 submitted to mediation.
- (b) The mediation must be conducted in Hobart, Tasmania.
- (c) The Resolution Institute Mediation Rules (as at the date of this Contract) as amended by this clause 23 apply to the mediation, except where they conflict with this clause 23.
- (d) If the parties have not agreed upon the mediator within 5 Business Days after the First Dispute Period the mediator is the person appointed by the Chair of the Resolution Institute or the Chair's nominee, acting on the request of any party to the dispute or complaint.
- (5) If the mediation does not resolve the dispute or complaint within 20 Business Days after the First Dispute Period then either party may commence a court action or proceedings.

23.4 Continuing obligations

The parties agree to perform their obligations under this Contract, notwithstanding the existence of a dispute.

24. Notices

24.1 Notices

Any notice or other communication to be given under or in connection with this Contract (**Notice**) must be in writing and:

- (a) marked for the attention of the recipient as set out or referred to in the Purchase Order (or in the way last notified by the recipient); and
- (b) sent to the email address or left at or sent by prepaid post to the address, in the Purchase Order (or such other email address or address notified by the recipient).

24.2 Timing

- (a) A Notice takes effect from the time it is received unless a later time is specified in the Notice.
- (b) A Notice received after 5 pm in the place of receipt or on a non-Business Day is taken to be received at 9 am on the next Business Day.

24.3 Receipt

Subject to clause 24.2 (Timing), a Notice is regarded as being received by the recipient if delivered:

- (a) in person, when delivered to the addressee;
- (b) by post, on delivery to the addressee; or
- (c) by email at the time the email is sent unless the sender receives an automated notification:
 - (i) that the email transmission has failed or has been delayed (within 12 hours of sending the email); or
 - (ii) to the effect that the recipient is not likely to receive the notice until a later date (which will then become the deemed date of receipt).

25. Miscellaneous

25.1 Amendments

This Contract may be altered only in writing signed by each party.

25.2 Consents

Except where this Contract expressly states otherwise, a party may, in its discretion, give or withhold any approval or consent under this Contract.

25.3 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Contract or any part of it.

25.4 Entire agreement

The Supplier's standard or usual terms and conditions of supply (if any) are expressly excluded with the effect that this Contract exclusively applies and constitutes the entire agreement between the parties.

25.5 Relationship

This Contract does not create a relationship of employment, trust, agency, fiduciary or partnership between the parties.

25.6 Severance

A term or part of this Contract that is illegal or unenforceable is severed from this Contract and the rest of this Contract continues in force.

25.7 Survival

Clauses 4 (Quality), 5 (Defects), 17 (Intellectual Property), 18 Confidentiality, 19 (Privacy), 20 (Insurance) and 22.3 (Rights not prejudiced) survive any termination or expiry of this Contract.

26. Governing law

This Contract is governed by the laws of Tasmania and each party submits to the non-exclusive jurisdiction of the courts of Tasmania.

27. Defined terms

In this Contract:

Business Day means any week day on which banks are generally open for business in Hobart, Tasmania.

Confidential Information means this Contract and any information (regardless of form) disclosed or otherwise made available by the Purchaser to the Supplier, for, or in connection with this Contract which is marked as being proprietary or confidential to the Purchaser or in the circumstances surrounding disclosure, or because of the nature of the information, ought in good faith be treated as confidential.

Contract means the contract comprising the Purchase Order, these Purchase Order General Terms and Conditions and any other document referred to in, or attached to, the Purchase Order.

Defect means any part or aspect of the Goods and/or the Services which is not in compliance with the requirements of the Contract or is otherwise unfit for the intended purpose and includes any defect which is attributable to design, workmanship or operating characteristics.

Due Date means the date for the delivery of the Goods and/or the Services as specified in the Purchase Order.

Goods means each and every article or thing described in the Purchase Order (or to be reasonably inferred from the Contract) to be purchased by the Purchaser and includes all materials or physical objects produced during the supply of the Services.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth.

Insurance Policies means each of the following insurance policies:

- (a) if Goods are being acquired under this Contract, then insurance of Goods in transit, for the full insurable value of the Goods;
- (b) public liability insurance for an amount in respect of any one claim or series of claims arising from the one original cause of not less than \$20,000,000;
- (c) motor vehicle third party liability insurance as required by law and motor vehicle third party property damage for an amount of not less than \$5,000,000 for any one occurrence;
- (d) insurance covering the Supplier's own property, equipment and materials owned, hired, leased or used by the Supplier for the purpose of this Contract; and
- (e) workers compensation insurance for the maximum amount permitted by law, covering the Supplier's liability under common law and statute for death or injury to any person employed by the Supplier.

Intellectual Property Rights includes all present and future intellectual and industrial property rights conferred by statute, at civil, common law or equity including any right to licence and sub licence any such right.

Modern Slavery means slavery, forced labour, bonded labour, human trafficking, child labour, debt bondage and any other slavery like practices prohibited under any Modern Slavery Laws.

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth), Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth), and any other laws or regulations prohibiting or regulating Modern Slavery in force in Australia.

Order Number means the unique number created and used to identify a Purchase Order.

Permitted Purpose means any business purpose of the Purchaser, including any subsequent repairs, maintenance or servicing, the supply of replacement parts, additions or alterations or entering into any agreement with any third party which is associated with or utilises the Goods or the Services.

Personal Information has the meaning given in the Privacy Act.

Personnel means the officers, employees, secondees, agents, consultants, contractors and subcontractors of the Supplier.

PIP Act means the *Personal Information Protection Act 2004* (Tas).

Premises means such premises or parts of premises owned, leased, or otherwise controlled by the Purchaser which the Supplier needs to access to perform its obligations under this Contract.

Price means the "Total Order" price, as described in the Purchase Order.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Legislation means the Privacy Act, the PIP Act and other legislation regarding privacy in force from time to time that is applicable to the parties.

Purchase Order means the document headed as such and describing the Goods and/or the Services to be supplied which may be issued separately to these Purchase Order General Terms and Conditions.

Purchaser means any of:

- (a) Hydro Electric Corporation (ABN 48 072 377 158) of 4 Elizabeth Street, Hobart, Tasmania trading as either Hydro Tasmania or Entura;
- (b) Momentum Energy Pty Ltd (ABN 42 100 569 159); or
- (c) any other subsidiaries of Hydro Electric Corporation,

as indicated on the relevant Purchase Order.

Services means the services described in, or reasonably to be inferred from, the Purchase Order and includes the performance of all incidental or other services, both delivery or installation of the Goods and the provision of all materials and equipment, necessary to allow or assist the performance of those services.

Supplier means the person named as the supplier of the Goods or the Services in the Purchase Order.