PURCHASE ORDER TERMS & CONDITIONS

1. DEFINITIONS

In these Purchase Order Terms and Conditions (**Conditions**), unless the context requires otherwise:

Acceptance Period means ten (10) Business Days, or such other period specified in the Purchase Order, after delivery or completion (as applicable) of the Supplies.

DHP means DHP Holiday Parks Pty Limited Pty Ltd (ABN 50 111 782 846).

Claim means any claim, demand, proceeding, action, liability, prosecution, damages, fines, penalty, cost (including legal costs), loss and expense of any kind.

Collateral means the Goods; any work in progress in producing the Goods; and all products, equipment and materials acquired specifically for incorporation into the Goods.

Confidential Information means any confidential or proprietary information provided by DHP or obtained by the Supplier (in any form and any copies of the same) in connection with this Contract, DHP or its business that is not generally known to the public.

Contract means the agreement described in clause 2

Defect means any aspect of the Supplies not in accordance with this Contract, or any damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup of the Supplies.

Delivery Date means the date and time stated in the Purchase Order which the Goods or Rental Items must be supplied, or in the case of Services, the date by which the Services are to be performed, and if no date is stated means a date within a reasonable time and without delay.

Deposit means any payment relating to the Goods which is paid by DHP to the Supplier under this Contract before the Goods are delivered to DHP.

DHP Policies means DHP's policies, codes and principles published by DHP at https://www.discoveryholidayparks.com.au/about/supply-for-us/our-policies as updated from time to time, and includes any other policies, codes and procedures notified by DHP to the Supplier.

Goods means the goods stated in the Purchase Order (and includes Goods incorporated into Services or otherwise supplied by the Supplier in performing Services whether or not stated in the Purchase Order).

GST means the goods and services tax imposed under *A New Tax System (Goods & Services Tax) Act 1999.* Words defined in that Act have the same meaning in these Conditions.

Intellectual Property Rights means any and all present and future intellectual and industrial property rights throughout the world including rights in respect of or in connection with any invention, patent, copyright plans, design, circuit layout or trade mark, or any other similar or like right including rights to trade secrets, know how, proprietary or confidential information whether or not registered or registrable;

Personnel means the officers, employees, subcontractors, suppliers and consultants of a party.

Price means the amount(s) stated in the Purchase Order.

Privacy Law means the *Privacy Act 1988 (Cth)* and any other legislation or administrative requirement that imposes obligations in relation to the collection, use, disclosure, storage and transmission of Personal Information.

Purchase Order means the DHP Purchase Order which describes the Supplies.

Rental Items means any item stated as such in the Purchase Order.

Security of Payment Laws means the *Building and Construction Industry Security of Payment Act 1999* (NSW), *Building Industry Fairness (Security of Payment) Act* 2017 (Qld), *Building and Construction Industry Security of Payment Act 2002* (Vic), *Construction Contracts Act 2004* (WA), *Building and Construction Industry Security of Payment Act 2009* (SA), *Building and Construction Industry Security of Payment Act 2009* (Tas) as updated from time to time and includes any other similar State or territory law regulating security of payment in the construction industry.

Services means the services stated in the Purchase Order (and includes any Goods incorporated into the Services or otherwise supplied by the Supplier in performing the Services).

Site means the location stated in the Purchase Order as the delivery address for the Goods or Rental Items, or the location of the supply of the Services, or such other location nominated by DHP.

Specifications means the documents and specifications (if any) expressly referred to in the Purchase Order.

Supplier means the Supplier stated in the Purchase Order.

Supplies means the Goods, Services or Rental Items (as applicable).

Warranty Period means the period of 12 months (or such other period as may be specified in the Purchase Order) from the date on which the Supplies are accepted by DHP.

2. FORMATION OF CONTRACT

2.1. A Contract is formed when DHP provides a Purchase Order to the Supplier and the Supplier either confirms its acceptance of the Purchase Order or commences performance of the Supplies under the Purchase Order.

2.2. The Contract consists of the Purchase Order, these Conditions and the Specifications (if any) referred to in the Purchase Order in descending order of priority (to the extent of any inconsistency) .

2.3. The Contract supersedes all prior contracts, arrangements and understandings and any terms or conditions provided by or sought to be imposed by the Supplier, and any terms in any Supplier tender, offer, counteroffer or proposal, including as printed on consignment notes or other documents, will be of no legal effect and will not constitute part of the Contract even if a DHP representative signs such terms or annexes them to the Purchase Order.

3. SUPPLY

3.1. The Supplier will deliver the Supplies to DHP s by the Delivery Date.

3.2. The Goods and Rental Items must comply with the Purchase Order, the Specifications , be new (or for Rental Items in good working condition), safe, free from defects, fit for purpose and comply with all applicable laws, codes and standards.

3.3. The Services must comply with the Contract and be performed safely, in a professional manner, with a high degree of care, skill and diligence, in a timely and expeditious way by fully qualified, competent and suitable people and compliant with all applicable laws, codes and standards.

4. DELAYS

4.1. As and when requested by DHP, the Supplier must provide DHP with a progress report and updated anticipated dates for delivery of the Goods or Rental Items or completion of the Services, including the status of the Goods, Rental Items or Services at that date (**Progress Report**).

4.2. If the Progress Report shows a forecast Delivery Date which is later than the Delivery Date, the Progress Report must detail the actions the Supplier proposes to take to mitigate the delay.

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5. PRICE AND PAYMENT

5.1. Unless otherwise expressly set out in the Purchase Order:

(a) the Price is fixed, not subject to adjustment and includes all costs, excise, duties and taxes that may be incurred by the Supplier in performing its obligations under the Contract; and

(b) all sums payable under this Contract are exclusive of GST and if a party makes taxable supply under or in connection with this Contract the other party must pay to the supplier GST payable on that supply.

5.2. Unless otherwise stated in the Purchase Order, following acceptance of the Supplies by DHP in accordance with this Contract, the Supplier may submit a valid tax invoice that includes the Purchase Order number, the Goods, Rental Items and Services (as applicable) supplied to date, the Site and date of delivery, if Services are charged by time, the time spent by the people; and any other details reasonably required by DHP (Payment Claim).

5.3. Unless the Security of Payment Laws applies to the provision of the Supplies, and subject to clause 5.65.5, DHP will pay the Price to the Supplier within 28 days of the end of the month in which a correct tax invoice is received.

5.4. Where the Security of Payment Laws applies to the provision of the Supplies:

(a) a Payment Claim must be issued on or before the 25th day of a month in which the Supplier is entitled to make the Payment Claim, or if the 25th day of the month is not a Business Day, the last Business Day prior to the 25th day of the month; and

(b) A Payment Claim issued:

(i) after the 25th day of a month is deemed to be received in the next month;

(ii) earlier than the 25th day of a month is deemed to be received on the 25th day of the month in which it was issued.

5.5. Subject to clause 5.6, DHP will pay the Price to the Supplier within 15 Business Days of the receipt of a valid Payment Claim under clause 5.4.

5.6. DHP may at any time set off or deduct from any sums due to the Supplier, any sums which are due or which DHP claims, acting reasonably, may become due from the Supplier to DHP whether under this Contract or any other agreement between the parties.

5.7. Unless expressly provided otherwise in this Contract or if otherwise agreed by DHP in writing (subject to any conditions which DHP in its absolute discretion wishes to impose):

(a) the Supplier may not include in any Payment Claim any amounts for plant, equipment and materials or labour supplied by a subcontractor of the Supplier unless the Supplier has provided a statutory declaration in a form acceptable to DHP, confirming that the subcontractors have been paid in full; and

(b) the Supplier may not include in any Payment Claim any amounts for Goods or Rental Items prior to delivery of the Goods or Rental Items at the Site.

6. NON-WAIVER

Failure of DHP to insist upon strict performance of any of the terms of the Contract shall not be deemed a waiver of any subsequent default of them. The receipt, acceptance or payment of any Supplies under the Contract shall not be deemed a waiver of any rights for any prior failure by the Supplier to comply with any of these Conditions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise stated in the Purchaser Order, the Supplier must, at its own cost and risk, on or before the Delivery Date:

(a) deliver and unload the Goods or Rental Items unencumbered to the Site; and

(b) complete the Services.

7.2. Where the Purchase Order does not state a Delivery Date, the Supplier must deliver the Supplies within a reasonable time from the date of the Purchase Order. Time shall be of the essence in respect of the delivery of Supplies.

7.3. The Supplier must, at its own cost, ensure the Goods and Rental Items are safely and securely packed in accordance with relevant industry standards and any transportation carrier requirements.

7.4. If any Goods or Rental Items are lost or damaged in transit or unloading, the Supplier must promptly replace them at its cost.

7.5. The Supplier must provide sufficient documents to enable DHP to identify the Supplies being delivered including the quantity, Purchase Order number, description and any safety data sheets or warranties required by law.

7.6. DHP may reject the Supplies at any point during the Acceptance Period where the Supplies do not comply with any requirement of this Contract.

7.7. If DHP does not notify the Supplier of its rejection within the Acceptance Period, DHP will be taken to have accepted the Supplies.

7.8. If the Customer rejects the Supplies during the Acceptance Period:

(a) DHP must state the reason for rejection and the remedy DHP requires; and

(b) risk in the rejected Supplies immediately re-vests in the Supplier once DHP has notified the Supplier of its rejection.

7.9. The Supplier is liable for all losses or expenses (including redelivery) incurred by DHP due to the rejection of the Supplies.

8. TITLE AND RISK

8.1. Title in the Goods or Services passes to DHP upon the earlier of:

(a) delivery in accordance with this Contract; or

(b) DHP's payment for the Goods.

8.2. Risk in the Supplies passes when they are delivered in accordance with this Contract.

9. RENTAL CONDITIONS

9.1. The Supplier retains title to the Rental Items and must allow DHP to possess, control and enjoy the Rental Items during the rental term without interruption.

9.2. DHP will ensure that all Rental Items are operated safely and in accordance with any written instructions provided by the Supplier on or before the Order Date and be responsible for any damage caused to the Rental Items other than through fair wear and tear.

9.3. Unless otherwise stated in the Purchase Order, the Supplier will collect (at its costs) all Rental Items at the end of the rental term.

10. CHANGES

10.1. DHP may, at any time, make changes to the Supplies (including quantities ordered or to specifications and

drawings) by providing an amended Purchase Order, which shall supersede the previous Purchase Order.

10.2. If DHP provides an amended Purchase Order then the Price will be varied to reflect the amendments. Unless otherwise agreed between the parties, the variation to the Price will be determined by DHP (acting reasonably) based on the unit prices or values stated on the original Purchase Order.

10.3. If changes to the Suppliers result in an increase or decrease in the time required for performance, DHP (acting reasonably) will make a reasonable adjustment to the Delivery Date.

10.4. If the Supplier disputes a varied Price or an adjusted Delivery Date, it must notify DHP of that dispute within five (5) Business Days from the date of the amended Purchase Order.

11. INSPECTION AND TESTING

11.1. DHP is entitled to inspect and test the Goods during manufacture, or Rental Items prior to delivery, whether on the Supplier's premises or the premises of any subcontractor, and the Supplier shall attend the inspection and provide any assistance requested by DHP. Such inspection and testing shall not release the Supplier from any obligation of the Supplier under the Contract.

11.2. Inspection or testing of the Supplies by either party does not relieve the Supplier of any of its obligations to perform the Contract.

12. SITE ACCESS

12.1. DHP will provide the Supplier with non-exclusive access to the Site to the extent necessary for the Supplier to deliver the Supplies.

12.2. The Supplier must (and must ensure that its Personnel):

(a) inform itself of all applicable policies, inductions, security process and rules pertaining to the Site at which the Supplies are to be delivered, installed or performed and must comply with those policies and rules;

(b) comply with any lawful direction given by DHP with respect its access to the Site or the provision of the Supplies on the Site;

(c) avoid interfering with, DHP's, its contractors, or its customers' activities on the Site; and

(d) not leave rubbish or debris on the Site.

12.3. DHP may direct the Supplier to have removed from the Site or from any activity connected with the provision of the Supplies any person who in the reasonable opinion of DHP is guilty of misconduct or is incompetent or negligent or is carrying out any work or providing Supplies in an unsafe or unsatisfactory manner.

13. INSURANCE

13.1. In addition to any insurance which the Supplier is obliged by law to effect, unless stated in the Purchase Order, the Supplier must, at all times during the performance of its obligations under the Contract, hold:

(a) adequate insurance cover for physical loss or damage to the Goods or Rental Items;

(b) public liability insurance of at least $20 million per event;

(c) third party motor vehicle insurance of at least $15 million per event;

(d) if providing professional or design Services, professional indemnity insurance of at least $2 million per event; and

(e) any other insurance reasonably required by DHP.

13.2. The Supplier must, on request, produce copies of certificates of currency for each insurance policy required to be maintained by the Supplier.

13.3. The Supplier must maintain any policy of professional indemnity insurance required under this Contract for a further period of seven (7) years after the expiration or termination of the Contract).

14. WARRANTIES

The Supplier warrants, undertakes and represents to DHP that:

14.1. the Supplies will correspond with any sample, results, specifications, drawings or demonstration either provided by the Supplier to DHP before DHP issued the Purchase Order or referenced in the Purchase Order;

14.2. the Supplies will be fit for their intended purpose as described in the Purchase Order or as could reasonably be inferred from the Purchase Order having regard to the nature of the Supplies;

14.3. it has unencumbered title to all Supplies and the use of them will not infringe the rights of any third party;

14.4. the Supplies do not and will not infringe any third party Intellectual Property Rights;

14.5. all Goods will be free of defects, of new and of merchantable quality at the time of delivery;

14.6. DHP will have the full benefit of any manufacturer's warranties that may be applicable to the Goods, and the Supplier will immediately pursue any manufacturer's warranties on DHP's behalf, or assign the benefit of any such warranties to DHP upon DHP's request;

14.7. the Supplier holds and will maintain all approvals, licences, permits and authorisations required to perform the Contract; and

14.8. it will be registered with the Australian Taxation Office and remit to the Australian Taxation Office all amounts which are required to be withheld from the remuneration of any of its Personnel.

15. DEFECTS

15.1. Without limiting any other provisions of these Conditions or any statutory warranty period implied or imposed by law, if a Defect appears in the Supplies during the Warranty Period then at DHP's direction and discretion:

(a) the Supplier must promptly remedy the Defect by repairing, replacing or reperforming the Supplies (as applicable) without charge to DHP; or

(b) DHP may remedy the Defect by repairing, replacing or reperforming the Supplies (as applicable) and recover the costs of doing so as a debt due from the Supplier.

15.2. The costs of an incidental to the repair, replacement or reperformance of the Supplies must be paid by the Supplier and recoverable as a debt due by DHP.

15.3. Any Supplies repaired, replaced or reperformed during the Warranty Period shall have a further warranty period of equivalent duration from the date of repair, replacement or reperformance.

16. INDEMNITY

16.1. The Supplier indemnifies and will keep indemnified DHP and DHP's Personnel against all Claims arising out of or in connection with any negligent act or omission, or breach of the Contract by the Supplier or the Supplier's Personnel provided that such indemnity will be reduced proportionately to the extent that DHP's negligence contributed to the Claim.

16.2. Each indemnity under this Contract is a continuing obligation separate and independent from the Supplier's other obligations and survives expiry or termination of the Contract.

17. INTELLECTUAL PROPERTY

17.1. Unless otherwise stated in the Purchase Order, all Intellectual Property Rights produced in connection with the Contract shall vest in DHP upon creation.

17.2. The Supplier grants to DHP an irrevocable, perpetual, worldwide and royalty free licence to use any Intellectual Property Rights not vested in DHP that are necessary for DHP to have the benefit of the Supplies.

17.3. The Supplier must procure the waiver by its Personnel of any moral rights they may have in respect of any Intellectual Property Rights delivered under this Contract.

18. CONFIDENTIALITY

18.1. The Supplier must keep confidential and not disclose to any person:

(a) the terms of the Contract; and

(b) any Confidential Information of DHP,

18.2. Clause 18.1 does not apply to the extent:

(a) disclosure is required by law or order of a court; or

(b) the Supplier obtains DHP's prior written consent (which may be withheld in its absolute discretion).

19. PERSONAL PROPERTY SECURITIES ACT

19.1. The Supplier charges all of its right, title and interest in, to and under the Collateral to DHP as security for the Deposit and all other monies paid by DHP in contemplation of the delivery of the Goods by the Supplier.

19.2. The parties agree that this Contract constitutes a Purchase Money Security Interest for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA).

19.3. DHP may register a financing statement on the Personal Property Securities Register (PPSR) in any manner DHP considers appropriate to protect its rights and interests created by this clause 19.

19.4. The Supplier waives its right to receive any verification statement it would otherwise be entitled to receive in relation to any financing statement which is registered against it by DHP on the PPSR.

19.5. The Supplier warrants that it will only apply the Deposit (if any) paid by DHP towards the purchase of Goods and agrees to provide evidence to DHP's reasonable satisfaction identifying such items of Collateral acquired by the Supplier or ordered by the Supplier.

20. HEALTH, SAFETY AND ENVIRONMENT

The Supplier must (and must ensure that its Personnel) at all times during the performance of the Contract:

20.1. comply with all health and safety laws and environmental laws;

20.2. control and manage the provision and delivery of the Supplies safely and without risks to the health and safety of any person;

20.3. provide all personal protective equipment (PPE) for its Personnel and ensure that no person enters, or performs works on, the Site without appropriate PPE;

20.4. manage all risks associated with hazardous substances and implement appropriate measures to control all such hazardous substances during the provision of the Supplies;

20.5. immediately notify DHP of any incident that is notifiable under health and safety laws;

20.6. provide DHP with a copy of its incident investigation report and evidence that it has revised risk control measures so as to maintain, so far as is reasonably practicable, a work environment that is without risks to health and safety; and

20.7. provide the Supplies in a manner that does not cause DHP to breach any of its obligations under health and safety laws or environmental laws.

21. MODERN SLAVERY

21.1. The Supplier must comply with the Modern Slavery Act 2018 (Cth) and any equivalent laws of any state or territory of Australia; and Division 270 and Division 271 of the Schedule to the *Criminal Code Act 1995 (Cth)* (**Modern Slavery Laws**).

21.2. The Supplier must not engage in any activity, practice or conduct that would constitute an offence under Modern Slavery Laws if such activity, practice or conduct were carried out in Australia.

21.3. Where it subcontracts any obligations under this Contract, the Supplier must implement appropriate systems of due diligence and ongoing monitoring to ensure its subcontractors comply with Modern Slavery Laws, and must notify DHP if it becomes aware of any actual or suspected breach of Modern Slavery Laws in a supply chain which has a connection with this Contract.

21.4. The Supplier represents and warrants that neither the Supplier nor any of its officers or employees have been convicted of any breach of Modern Slavery Laws.

22. PRIVACY

The Supplier must:

22.1. comply with its statutory obligations under Privacy Laws;

22.2. ensure that it does not do or omit to do anything that would cause DHP to be in breach of its statutory obligations under the Privacy Laws;

22.3. immediately notify DHP if it becomes aware of any unauthorised access to, or unauthorised disclosure of, personal information (as defined under Privacy Laws) under its control by virtue of this agreement, and provide advice as to whether it considers that such security breach may result in serious harm to any individual to whom the information relates;

22.4. comply with any directive from DHP as to which party will discharge any mandatory reporting obligation arising from the incident;

22.5. conduct or assist DHP in conducting a reasonable and expeditious assessment of the breach or suspected breach; and

22.6. ensure compliance with all mandatory data breach reporting obligations arising out of the breach or suspected breach.

23. DISCOVERY POLICIES

23.1. The Supplier acknowledges the importance that DHP places on compliance with the DHP Policies.

23.2. The Suppler must:

(a) acquaint itself with the DHP Policies; and

(b) comply with, and ensure the Supplier's Personnel comply with, the DHP Policies in performing its obligations under the Contract.

24. TERMINATION

24.1. DHP may terminate the Contract immediately by written notice if DHP determines that:

(a) the Supplier has stopped payment of its debts generally or ceases or threatens to cease to carry on its business;

(b) a receiver and manager, liquidator, provisional liquidator or official manager is or is threatened to be appointed over all or any of the assets of the Supplier, or a scheme of arrangement is

(c) proposed or approved with respect to the Supplier or mortgagee enters into possession of any of the assets of the Supplier;

(d) there is a change in control in relation to the Supplier;

(e) the Supplier is in breach of clause 20 ; or

(f) the Supplier is in breach of the Contract and has failed to remedy the breach within ten (10) Business Days of being notified to do so (or such longer period DHP determines).

24.2. The Supplier may terminate the Contract immediately by written notice if:

(a) DHP has stopped payment of its debts generally or ceases or threatens to cease to carry on its business;

(b) a receiver and manager, liquidator, provisional liquidator or official manager is or is threatened to be appointed over all or any of the assets of DHP, or a scheme of arrangement is proposed or approved with respect to the Supplier or mortgagee enters into possession of any of the assets of DHP;

(c) DHP is in breach of the Contract and has failed to remedy the breach within twenty (20) Business Days of being notified to do so (or such longer period the Supplier determines).

24.3. Without prejudice to any of DHP's other rights under the Contract, DHP may at any time terminate the Contract for its sole convenience by ten (10) Business Days' written notice to the Supplier, following which:

(a) the Supplier must cease performing the Contract and mitigate any costs and expenses;

(b) DHP will pay the amount of the Price relating to Supplies performed up to the date of termination; and

(c) payment under 24.3(b) will be the Supplier's full entitlement to compensation for the termination of the Contract and DHP will not be liable for any Claim.

24.4. Termination of the Contract does not affect accrued rights or remedies.

25. GENERAL

25.1. The Supplier is an independent contractor, and this Contract does not create a joint venture, trust, employment, agency or partnership relationship.

25.2. The Supplier may not assign or novate any rights or obligations in the Contract without the written consent of DHP (which may be withheld in its absolute discretion).

25.3. DHP may contract with another party for similar Supplies and no exclusive relationship exists between the parties.

25.4. The Supplier must not make public announcements in relation to this Contract without the written consent of DHP (which may be withheld in its absolute discretion).

25.5. Any variation to these Conditions is not effective until agreed in writing by the parties.

25.6. The Contract shall be deemed to be made, construed and to be enforceable in and according to the laws of the State of South Australia and is subject to the jurisdiction of the courts of that state.

25.7. If any part of these Conditions is or becomes for any reason wholly or partly invalid, such part shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining Conditions.