Purchase Order Terms and Conditions

Date: 1 April 2026

1. Definitions

1.1 In these conditions:

(a) "**Agreement**" means an agreement between HQ and the Supplier for the supply of the Goods or Services constituted by a Purchase Order, these Conditions and any agreed written variation.

(b) "**HQ**" means HQ Concrete Pty Ltd ABN 44 695 640 530 as specified in the Purchase Order.

(c) "**Conditions**" means these purchase order terms and conditions and any agreed written variations.

(d) "**Confidential Information**" means all confidential, non-public or proprietary information of HQ, regardless of how the information is stored or delivered, and includes all information concerning or arising from the performance of the Purchase Order.

(e) "**Goods**" means the goods described in a Purchase Order or any other goods supplied by the Supplier to HQ, including in connection with any Services.

(f) "**GST**" means any tax imposed on the supply of or payment for goods or services which is imposed or assessed under any GST Law.

(g) "**GST Law**" means A New Tax System (Goods and Services Tax) Act 1999, and all related legislation.

(h) "**Purchase Order**" means an order placed by HQ requesting or requiring the Supplier to deliver Goods to or perform Services.

(i) "**Services**" means the services described in a Purchase Order or as otherwise agreed in writing.

(j) "**Specifications**" means any technical or other specification relating to Goods or Services referred to in a Purchase Order or as otherwise supplied by HQ to the Supplier.

(k) **"Supplier**" means an entity or person who quotes for or supplies or provides Goods or Services to HQ.

(l) "**WHS Requirements**" means all applicable workplace health and safety laws, rules, mandatory codes of practice and Australian standards as amended from time to time.

2. When conditions apply

2.1 These Conditions apply whenever Goods or Services are quoted for, sold or supplied by a Supplier to HQ.

2.2 By providing a quotation, accepting an order from or supplying Goods and Services to HQ, the Supplier is offering to do so on the basis of these Conditions.

2.3 Where HQ and a Supplier enter into a supply agreement for Goods or Services, these Conditions shall continue to apply to the extent they are not inconsistent with the terms of the supply agreement. To the extent permitted by law, these Conditions apply regardless of any term or condition subsequently provided by the Supplier unless agreed to in writing by HQ.

3. Binding terms and conditions

3.1 The entire Agreement between HQ and a Supplier for the purchase of the Goods or Services by HQ from a Supplier is made up of:

(a) these Conditions and any Purchase Order; and

(b) any other terms and conditions which are imposed by law and which cannot be excluded.

4. Price of goods, services and GST

4.1 The price specified in the Purchase Order is fixed unless both parties agree a change in writing. The price excludes GST (unless otherwise stated). HQ agrees to pay any GST applicable to the Goods or Services, subject to receipt of a tax invoice in compliance with the GST Law. The price includes all delivery charges and any applicable taxes, duties and fees (unless otherwise stated).

5. Payment

2.4 Unless otherwise agreed or required by law, payment for the Goods or Services shall be made within 45 days after the end of the month of issue of a correctly rendered tax invoice.

2.5 Payment of the invoice does not constitute acceptance of the Goods or Services and shall be subject to reasonable adjustment for errors or defects in the Goods or Services, or any other failure of the Supplier to meet the requirements of the Purchase Order or this Agreement. HQ will provide reasonable notice before any adjustment is made.

2.6 In addition to any other information specified in the Purchase Order or elsewhere in these Conditions, invoices must contain the following information: Purchase Order number, description of Goods or Services, quantity of Goods or Services, unit prices, GST payable and extended totals.

6. Performance

6.1 The Supplier must perform the Services and/or supply the Goods within the time frame specified in a Purchase Order or as otherwise agreed by HQ and the Supplier.

6.2 If the Supplier fails to perform the Services and/or supply the Goods as agreed, HQ may, without limiting its other rights and remedies, cancel all or part of the Purchase Order by providing reasonable notice.

7. Title and risk

7.1 Title in the Goods rests with the Supplier until payment is made by HQ.

7.2 Risk in the Goods passes to HQ upon delivery.

7.3 The Supplier must not register any security interest against HQ in respect of the goods on the Personal Property Securities Register without HQ's prior written consent (acting reasonably).

8. Inspection and acceptance

8.1 Notwithstanding any prior inspections or payments, all Goods shall be subject to:

(a) final inspection which may include measurement, testing or examination; and

(b) acceptance at HQ's facility within a reasonable time (but not less than 90 days) after receipt of the Goods.

9. Rejection due to quality or defect

9.1 HQ may reject any Goods supplied or Services provided which do not comply with the Agreement or are defective. In case of rejection, HQ will notify the Supplier and may at its option require:

(a) in the case of either Goods or Services, the Supplier to refund any payment within 7 days; or

(b) in the case of Goods, replacement or repair of the Goods to HQ's satisfaction

(c) at the Supplier's cost; or
(d) in the case of Services, the re-supply of the Services at the Supplier's cost.

9.2 Title and risk in the rejected Goods will immediately re-vest in the Supplier.

9.3 The Supplier is liable for all reasonable loss incurred by HQ due to the rejection of the Goods to the extent not caused by HQ's fraud, negligence or wilful misconduct.

9.4 If the Goods are or become defective in any way during the period of 12 months from the date of delivery, HQ may, at its option and where reasonable:
(a) require the Supplier to replace or repair the Goods at the Supplier's cost; or
(b) return the Goods in part or in whole to the Supplier and the Supplier must refund to HQ the amounts paid for the returned goods.

9.5 The Supplier must, at its own cost, remove from the rejected Goods any of HQ's intellectual property or any other distinguishing features such as name or symbols.

10. Supplier's warranties

10.1 The Supplier must ensure that:
(a) any Goods provided under this Agreement comply with any specifications, directions or instructions for the Goods provided by HQ or which have been agreed.
(b) the Goods comply with all applicable laws and Australian and industry standards.
(c) any Services provided under this Agreement are provided in a diligent and competent manner with all reasonable skill and care.
(d) the Services are provided in accordance with industry best practice, all applicable laws and Australian and industry standards, and all WHS Requirements.
(e) Goods supplied under this Agreement will be safe, of good and merchantable quality, fit for purpose, free from defects and omissions in material, design or workmanship and include appropriate and correct warnings and instructions.

11. Confidentiality

11.1 The Supplier agrees to keep the Confidential Information confidential.

11.2 All information supplied by HQ remains the property of HQ and may only be used by the Supplier in fulfilling its obligations under the Agreement. The Supplier must not disclose any Confidential Information without the prior written consent of HQ.

12. Access and policies

2.7 The Supplier must comply with all reasonable requirements and directions by HQ in relation to the provision of the Goods or Services, including completing all induction training and drug and alcohol testing required by HQ.

2.8 The Supplier will comply and will ensure that its representatives comply with HQ's policies, as set out at Policy | HQ and with the Supplier Code of Conduct set out at Responsible Procurement | HQ.

13. Indemnity

13.1 The Supplier must indemnify and hold HQ harmless from and against any and all reasonable claims, suits, actions, liabilities, loss, judgments or damages, costs and expenses, whether ordinary, special or consequential arising from or in connection with:
(a) the injury or death of a natural person, or loss or damage to our or a third party's property;
(b) the acts, negligence, omissions or wilful misconduct of the Supplier; or
(c) any breach of a term of this Agreement by the Supplier; unless solely caused by HQ's fraud, negligence or wilful misconduct.

13.2 The Supplier must defend at HQ's sole option, at the Supplier's cost, any claim by a third party that the Goods or Services, or their provision or use, infringes the intellectual property rights of that third party.

14. Termination

2.9 Without cause, HQ may terminate a Purchase Order or this Agreement, in whole or in part, upon written notice to the Supplier.

2.10 With cause, HQ may terminate a Purchase Order or this Agreement, in whole or in part, if the Supplier:

(a) fails to make delivery of the Goods or perform the Services within the time agreed at the time of order; or

(b) fails to replace defective Goods or Services in accordance with these Conditions; or

(c) is found to have provided a warranty or representation that is false in a material respect; or

(d) is guilty of serious misconduct, dishonesty or wilful neglect;

2.11 With cause, either party may terminate a Purchase Order or this Agreement, in whole or in part, if the other party:

(a) fails to perform any material term specified in the Agreement; or

(b) fails to pay amounts due and payable under the Agreement after being provided notice and reasonable opportunity to rectify; or

(c) ceases to be able to pay its debts as and when they fall due, files or has filed against it a petition in bankruptcy, makes an assignment for the benefit of creditors, or any step is taken to enter into any arrangement between the party and its creditors or to appoint a receiver, receiver or manager, liquidator, administrator or similar person; or an application is made to a court for an order, or an order is made, that the party be wound up.

2.12 Following upon any such termination the Supplier shall, to the extent specified by HQ, stop all work on the Purchase Order.

2.13 Charges for any such termination of the Purchase Order will be limited to actual non-recoverable and reasonable costs incurred by the Supplier which the Supplier can demonstrate were properly incurred and unavoidable prior to the date of termination.

2.14 In no event shall such reimbursement include anticipated profits for undelivered Goods or unperformed Services.

15. HQ's Property

2.15 All drawings, specifications, data, material, supplies, equipment, tooling, dies, moulds, fixtures, and patterns furnished or paid for by HQ, shall be HQ's exclusive property, and shall be used by the Supplier only in performance of a Purchase Order.

2.16 Such property, while in the Supplier's custody and control, shall be held at the Supplier's sole risk and, upon HQ's request, shall be returned to HQ in good condition, normal wear and tear excepted.

16. Conditions of Assignment and Subcontracting

2.17 The Supplier must obtain HQ's consent in writing (which may be given or withheld in HQ's absolute discretion) before it assigns its rights or subcontracts any obligation under an Agreement.

2.18 Notwithstanding any consent given by HQ under this clause, the Supplier will not be relieved of any of its liabilities or obligations under this Agreement as a result of entering in any subcontract and will be responsible for all acts and omissions of any subcontractors as if they were the Suppliers act or omissions.

17. Insurance

2.19 During the period of the Agreement the Supplier must, at its expense, maintain with reputable insurers:

(a) product liability and public liability insurance in the sum of $20,000,000 for any one occurrence;

(b) motor vehicle insurance for third party property damage in the sum of $5,000,000 per occurrence;

(c) workers' compensation insurance and all other insurances required under applicable legislation; and

(d) insurance for the Goods against all risk of loss and damage for the full replacement value until delivery to and acceptance of the Goods by HQ.

2.20 The Supplier must on HQ's request produce satisfactory evidence of the insurances.

18. Governing Law

2.21 These Conditions and any Agreement are governed by and are to be construed in accordance with the laws of the State or Territory of Australia in which the Goods are delivered or the Services supplied. Each party submits to the non-exclusive jurisdiction of the courts of that State or Territory.