

1. THE CONTRACT

- (a) A Contract will be formed between the Customer and the Supplier on the terms of these Purchase Order Conditions when the Supplier accepts a Purchase Order, or following receipt of a Purchase Order, provides the Goods or Services set out in the Purchase Order.
- (b) The Contract continues until the Goods are delivered or the Services are performed, or on the expiry date specified in the Purchase Order (if applicable) unless terminated earlier in accordance with this Contract.
- (c) The Contract is made up of these Purchase Order Conditions, the Purchase Order, and any other document expressly incorporated by reference in the Purchase Order, in descending order of precedence if there is any inconsistency between the documents.
- (d) The Supplier will supply, and the Customer will acquire and pay for, the Goods and / or Services in accordance with this Contract.

2. INTERPRETATION AND DEFINITIONS

The definitions and rules of interpretation which apply to this Contract are those specified in the Definitions and Interpretation document, version 3.3 published July 2025 (available [here](#)) (**Definitions and Interpretation**), except that:

- (a) **Customer** means Mount Isa Water Board (ABN 97 761 284 021);
- (b) **Purchase Order** means any form of purchase order from the Customer for the provision of the Goods or Services which incorporates or refers to these Purchase Order Conditions; and
- (c) **Purchase Order Conditions** means these purchase order terms and conditions.

3. REQUIREMENTS

The Supplier must:

- (a) ensure that the Goods satisfy the description in the Contract, are of a high quality, and fit for their usual purpose and any other purpose disclosed by the Customer before the Contract is formed;
- (b) 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;
- (c) comply with all reasonable directions of the Customer in relation to the Supplier's performance of the Contract;

- (d) comply with all Laws and policies which apply to the Deliverables and/or the Supplier's obligations under this Contract;
- (e) maintain public liability and products insurance for a minimum amount of \$20 million per claim or such other amount as specified by the Customer in the Purchase Order and workers' compensation insurance (if required by law), and any other insurance specified in writing by the Customer;
- (f) not use or disclose or otherwise make available any Confidential Information to any person except to its Personnel on a need-to-know basis to perform the Contract or as required by Law;
- (g) in relation to any Personal Information in connection with the Contract:
 - (i) if the Customer is an 'agency' for the Information Privacy Act – comply with parts 1 and 2 of Chapter 2 and section 41 of the Information Privacy Act, as if the Supplier were the Customer, or otherwise – comply with the Australian Privacy Principles in the Privacy Act; and
 - (ii) immediately notify the Customer on becoming aware of a breach of this clause or any unauthorised access, use, modification, disclosure or other misuse of any Personal Information; and
- (h) be fully responsible for its Personnel, including for ensuring Personnel comply with this clause.

4. WARRANTIES

The Supplier warrants that:

- (a) at the time at which they are delivered and for the duration of any applicable warranty period, the Goods supplied will be new, free from all liens, charges and encumbrances, free from defects and of merchantable quality, comply in all respects with the Contract and be fit for their usual purpose and any other purpose disclosed by the Customer before the Contract is formed;
- (b) it has the necessary skills, qualifications, licenses and expertise to perform the Services in accordance with the Contract;
- (c) it and, to the best of its knowledge and belief, having made reasonable enquiries, its Personnel, do not have a Conflict of Interest in the performance of the Contract, except as previously disclosed in writing to the Customer;
- (d) it will comply with the Ethical Supplier Threshold and the Supplier Code of Conduct when performing the Contract; and
- (e) it will immediately notify the Customer if it becomes aware that any warranty made in this clause was or

becomes inaccurate, incomplete, or misleading in any way.

5. CHANGES OR CANCELLATION

- (a) The Customer may change or cancel a Purchase Order for Goods by notifying the Supplier prior to the delivery of the Goods.
- (b) The Customer may change, suspend or cancel a Purchase Order for Services by notifying the Supplier prior to the provision of the Services.
- (c) Where the Customer changes the Goods or Services, the Price will be subject to a reasonable adjustment agreed by the parties. No compensation will otherwise be payable for any cancellation or suspension of the Goods or Services under this clause.
- (d) Where the Customer suspends the Services, payment will be suspended until the Customer notifies the Supplier to resume the Services.

6. INVOICING, PRICE AND PAYMENT

- (a) The Supplier may invoice the Customer after delivery of Goods or Services that comply with this Contract. The Supplier must include adequate information for the Customer to verify that the invoice is accurate and must provide supporting documentation reasonably requested by the Customer. The Customer is not required to pay any invoice that does not comply with this clause.
- (b) The Customer will pay each Correctly Rendered Tax Invoice within 30 days of receipt. The Customer 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.
- (c) The Price is inclusive of all charges, expenses and overheads, and all taxes and duties, except for GST.

7. GST

Unless expressly stated otherwise, all amounts payable under this Contract are GST exclusive. If GST is payable on a supply under the Contract, the recipient must pay to the supplier an amount equal to the GST payable on the 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.

8. LIABILITY

- (a) The maximum liability of a party to the other, whether in contract, tort (including negligence) or otherwise in connection with the Contract, is an amount equal to the total of all Prices (including additional expenses and charges) payable under the Contract, multiplied by 1.5.

- (b) The cap on liability does not apply to liability in relation to personal injury, including sickness, injury or death; loss of, or damage to, tangible property; Wilful Default, Wilful Misconduct, unlawful act or omission of, or failure to comply with applicable Law by the Supplier or its Personnel; a breach by the Supplier or its Personnel of any obligation under clause 33(f) (confidentiality) or clause 3(g) (privacy); or any Claim by a third party arising out of any negligent act or omission of the Supplier or its Personnel or relating to breach of a third party's Intellectual Property Rights or Moral Rights.

9. INTELLECTUAL PROPERTY RIGHTS

The Supplier grants (and must ensure that relevant third parties grant) the Customer an irrevocable, unconditional, perpetual, royalty free, non-exclusive, worldwide and transferable and sub-licensable licence to exercise all Intellectual Property Rights in the Deliverables, for any purpose of the Customer, the State of Queensland or other Queensland Government Body. The Supplier warrants that it is authorised to grant the rights in this clause and that the Deliverables and their use as permitted by the Contract will not infringe the Intellectual Property Rights or Moral Rights of any person.

10. CUSTOMER DATA

The ownership of Customer Data, including any Intellectual Property Rights in Customer Data, will vest in the Customer on creation. The Supplier must not use, access, modify or disclose Customer Data to any person except to its Personnel or to others as specified in the Contract on a need-to-know basis to perform the Contract.

11. WHERE REQUIREMENTS ARE NOT MET

- (a) If any Requirements for the Deliverables are not met, the Supplier must promptly (at the Customer's option) refund to the Customer any monies paid for the Deliverables or resupply the relevant Goods or re-perform the relevant Services so that the Deliverables comply with the Requirements, and the Customer may exercise any other right or remedy that it has under this Contract or otherwise.
- (b) If the Supplier fails to comply with its obligations under this clause, the Customer may have the Deliverables re-supplied or re-performed by others, and the Supplier must pay the Customer on demand any costs incurred by the Customer in doing so. Acceptance of the Deliverables by the Customer does not relieve the Supplier of any of its obligations under the Contract.

12. TERMINATION

- (a) The Customer may terminate the Contract immediately on written notice if:
 - (i) the Customer is satisfied that the Supplier has breached any warranty in this Contract;

- (ii) a Conflict of Interest exists or arises and has not been, or in the Customer's view cannot be, appropriately resolved to the Customer's satisfaction;
- (iii) the Supplier ceases business or indicates that it is unwilling or unable to complete the Contract;
- (iv) the Supplier breaches the Contract, and the breach cannot be remedied, or the breach can be remedied but the Supplier has not remedied the breach within a reasonable period nominated by the Customer; or
- (v) the Supplier is or becomes Insolvent except if the stay on enforcing rights under Part 5.1 of the Corporations Act 2001 (Cth) applies.

Without limiting any other rights or remedies the Customer may have, if the Customer terminates under this clause 12(a), the Supplier must pay or reimburse the Customer's reasonable costs of obtaining replacement Deliverables or arranging for another supplier to complete the Contract.

- (b) The Customer may terminate this Contract at any time in its absolute discretion without giving reasons by written notice to the Supplier. The Customer will pay the Supplier for work performed and Deliverables supplied but not yet invoiced on a pro rata basis and the Supplier's reasonable and documented expenses directly relating to the termination. The Customer will have no other liability to the Supplier relating to the termination under this clause. The compensation payable as a consequence of termination cannot exceed the Price that would have been payable if the Contract had not been terminated. The Supplier must comply with the Customer's in the notice and take all reasonable steps to minimise its expenses relating to the termination.

13. GENERAL

The parties agree that:

- (a) **(notices)** they will send all notices relating to the Contract to the other party at the address listed in the Purchase Order. Notices will be deemed to be given in accordance with Part C of the Definitions and Interpretations;
- (b) **(communication)** they will direct all other communications to the other party's nominated contact person, or as directed;
- (c) **(variation)** the Contract may only be varied by written agreement of authorised representatives of the parties;
- (d) **(entire agreement)** this Contract sets out all the parties' rights and obligations relating to the subject matter of the Contract, and all Supplier terms are excluded;
- (e) **(relationship)** their relationship is of Customer and Supplier. This Contract does not create any partnership, joint venture, agency or employment relationship;
- (f) **(manufacturer warranties)** the Supplier assigns any manufacturer's warranty to the Customer, where applicable;
- (g) **(delivery)** the Supplier must deliver the Goods or other relevant Deliverables to the Site in accordance with the Customer's instructions;
- (h) **(packaging)** the Supplier must adequately pack and protect Goods to withstand transit and storage;
- (i) **(rejected Goods)** if the Customer rejects Goods, and the Supplier does not repossess the rejected Goods within 30 days of notice of rejection, the Customer may sell or dispose of the Goods, at the Customer's cost;
- (j) **(risk)** risk will transfer to the Customer when the Goods are delivered to the delivery address specified in writing by the Customer, in accordance with the delivery instructions;
- (k) **(title)** title in the Goods and Deliverables will transfer on the earlier of the delivery or payment of the applicable Price;
- (l) **(financial viability)** the Customer at its absolute discretion may conduct financial viability assessments on the Supplier and the Supplier must cooperate with any assessments;
- (m) **(survival)** clauses 3(e), 3(f), 3(g), 7, 8, 9 and 13(d), (e), (i), (j), (k), **Error! Reference source not found.**, (m), (p), and (q) and any other clauses which are expressed to survive or by their nature survive, will survive termination or expiry of the Contract for any reason;
- (n) **(access and inspection)** the Supplier must, on reasonable prior written notice from the Customer, give the Customer or its nominated third-party reasonable access to the Supplier's premises where the Deliverables are being performed or produced, and to Supplier documentation, records and Personnel, to enable the Customer or a third party nominated by the Customer to verify compliance with this Contract;
- (o) **(subcontract)** the Supplier may only subcontract any part of its obligation under this Contract to subcontractors with the Customer's prior written consent. The Customer will not unreasonably withhold consent but may give consent subject to reasonable conditions. The Supplier's use of subcontractors will not transfer responsibility to the subcontractor, nor will it relieve the Supplier from its liabilities and obligations under the Contract.
- (p) **(disputes)** they will not bring any court proceedings relating to this Contract (except urgent interlocutory

proceedings) without first attempting to resolve the dispute by negotiation; and

- (q) **(right to disclose)** the Customer may disclose information about the Contract and the Supplier on the Queensland Government Arrangements Directory (where required or recommended by government policy), or as required by Law, including under the Right to Information Act and/or the Information Privacy Act.