

Definitions and Interpretation: In this Contract:

Contract means (in order of priority) the Purchase Order, these Qantas Purchase Order Terms and any Schedules and Attachments to a Purchase Order.

GST means any goods and services tax, value added tax or similar tax imposed on the sale or supply of goods, services and rights.

Product means any goods and/or services supplied under this Contract.

Purchase Order or **PO** means any document issued by Qantas for the supply by the Supplier of Product.

Qantas means Qantas Airways Limited (ABN 16 009 661 901) and its related bodies corporate (as defined by the *Corporations Act 2001* (Cth)).

QISP means the Qantas iSupplier Portal operated by Qantas for electronic invoicing and invoice inquiries.

Specifications means (in order of priority) (a) any description of or representation about the Products provided to Qantas and referred to in the Purchase Order, and (b) the Supplier's published specifications for the Products.

Supplier means the person, firm or corporation from whom goods or services are ordered by this Contract.

Tax Invoice means an invoice regulated by GST laws.

Any other capitalised word used in these Terms has the meaning given to it in the Purchase Order.

Contract Formation: This Contract may be formed electronically with the Supplier. The binding Contract between Qantas and the Supplier will come into existence on the earlier of the date the Supplier confirms acceptance of the Contract, or the Supplier commences delivery of any of the Products.

Delivery: The Supplier must deliver the Products to the Delivery Address on the Delivery Date and in accordance with any delivery instructions and Schedules. On delivery, the Supplier must obtain the name (printed) and signature of the Qantas employee that receives the Products.

Inspection and Acceptance: Qantas or its authorised agent has the right to inspect and has the right to reject any goods or services carried out that do not conform to this Contract. If the Products do not comply with the Specifications, Qantas may terminate this Contract or require the Supplier to promptly modify or resupply the Products, at no additional cost to Qantas, so that they comply with the Specifications. Execution of a delivery document or payment by Qantas does not constitute acceptance by Qantas.

Price: The prices are fixed and the Total Prices include all levies, duties, taxes (including GST, unless expressly stated as being exclusive of GST), insurance, packaging and delivery costs. The total amount payable by Qantas under this Contract will not exceed: (a) the Total Price; or (b) if no Total Price is stated on the PO, the amount specifically authorised in writing by the Requestor.

Payment: Unless otherwise agreed, the Supplier will only invoice Qantas on the completion of the services or on or after the delivery of the goods. Each invoice must itemise the GST included in the Prices, state the PO Number and be addressed to the Qantas Contact at the address for invoices specified in the PO. Qantas will pay a correctly rendered invoice (less any amounts due to Qantas from the Supplier) 45 days from the end of the month in which the invoice was dated. Qantas is entitled to withhold payment of any invoice to the extent that it relates to Products that do not meet the Specifications.

Electronic Invoicing: If the Supplier uses the QISP then the following additional rules will apply: (a) it is the Supplier's responsibility to ensure all submitted data is correct including any data automatically loaded from the Purchase Order or elsewhere; (b) if GST is applicable to the supply of the Product, it is the Supplier's responsibility to ensure the submitted data meets all of the requirements of a Tax Invoice, and that the applicable GST is correctly calculated and entered into the QISP; (c) the Supplier acknowledges it is the issuer of the Tax Invoice, and the invoice is not created by Qantas (that is, it is not a Recipient Created Tax Invoice); (d) the Supplier will retain a record of the Tax Invoice as required by law; and (e) the Supplier will not submit any other invoice to Qantas for the same supply (including by posted paper printed invoice, facsimile, or email).

Goods and Services Tax: Where Australian GST is applicable to the supply of the Product, the Supplier must ensure that any invoice or other request or demand for payment constitutes a Tax Invoice that will enable Qantas to claim tax credits in respect of supplies to which the invoice relates and acknowledges that no amount will be due and payable

by Qantas in respect of any such supply unless Qantas has received from the Supplier such an invoice. If the Purchase Order nominates an amount of GST, this amount is an estimate only and should not be relied upon. The Supplier is responsible to ensure the invoice or other request or demand for payment specifies the correct amount of GST.

Withholding Tax: If required by the relevant withholding tax legislation or any Australian Taxation Office Public Ruling, Qantas will withhold an amount of tax from any payment it makes to the Supplier for a supply (including for the failure by the Supplier to quote the Supplier's Australian Business Number ("ABN") unless the Supplier provides Qantas with a written statement in a form approved by the Australian Taxation Office as to the reason for not quoting an ABN. See "Statement by a Supplier – reason for not quoting an ABN to an enterprise" at www.ato.gov.au).

Risk and Title: Risk in the Products will pass to Qantas when the Products are delivered. Title in the Products (other than Product licensed under the **IPR clause**) will pass to Qantas on the earlier of acceptance of or payment for the Products.

Cancellation: Qantas may cancel or reduce the quantity of a Product by notifying the Supplier before the relevant Delivery Date or if the Supplier fails to supply a Product on the Delivery Date. Qantas will not be liable for any amounts or expenses for cancelled Product.

Intellectual Property Rights ("IPR"): The Supplier assigns (now and in the future) to Qantas all IPR in any material created for Qantas in the supply of the Products. The Supplier grants Qantas (and its contractors) a non-exclusive paid up, royalty free, perpetual licence to use and copy the Products so that Qantas (and its contractors) can make full use of them. Qantas owns IPR in any modifications by Qantas to the Products.

Warranty: The Supplier warrants that: (a) all goods supplied by the Supplier are: (i) new and in good condition; (ii) compliant with all relevant Australian standards and industry codes; (iii) free from defects in design, materials and workmanship; (iv) of good and merchantable quality and fit for their intended purposes; and (v) compliant with the Specifications; (b) any services supplied by the Supplier will: (i) be supplied with the degree of skill, care and diligence that would be expected of a skilled professional experienced in providing the same or similar services; (ii) comply with all reasonable directions of Qantas; and (iii) comply with all Qantas' conduct policies (as notified to the Supplier by Qantas from time to time) and relevant Australian standards and industry codes; and (c) the Products and their use and supply will not breach any obligation of confidence or infringe any IPR of any person.

Breach of Warranty: If the Supplier becomes aware, or Qantas notifies the Supplier, that a Product fails to comply with any of the warranties given under this Contract, the Supplier must, without prejudice to any other rights of Qantas: (a) in the case of the warranties provided under paragraph (a) of the Warranty clause, during the period of 12 months (or such longer period as may be agreed) from the acceptance of the Product fix any non-compliance; and (b) in the case of any other warranty provided under this Contract, promptly (at Qantas' option): (i) remedy that failure (including by replacing or resupplying the Product), (ii) provide to Qantas a full refund of the price paid for the Product, or (iii) deduct in accordance with Qantas' directions the price paid for the Product from any amounts owing to the Supplier.

Indemnity: The Supplier indemnifies Qantas against all losses and damages (on a full indemnity basis and whether incurred by or awarded against Qantas) that Qantas may sustain or incur as a result, whether directly or indirectly, of: (a) a claim that the Products or their use or supply breaches any obligation of confidence or infringes the IPR of any person; (b) a claim, demand, suit, action or proceeding by a third party arising from an act or omission of the Supplier in connection with this Contract whether negligent or not; (c) without limiting paragraph (b), any act or omission of the Supplier in connection with this Contract resulting in or contributing to (i) claims by any third party against Qantas in respect of personal injury or death, or (ii) loss of or damage to Qantas' or a third party's physical property; or (d) failure by the Supplier to comply with the requirements of the Contract.

Insurance: The Supplier must take out and maintain with a reputable insurer valid and enforceable

insurance policies: (a) Public and Product Liability insurance covering the Supplier and its Personnel against any liability to any party arising out of or in connection with this Contract for an insured amount of not less than A\$10 million per accident or incident claim; (b) Workers Compensation insurance covering the Supplier for any claim against it by any person employed by the Supplier who provides services in relation to this Contract (and ensure that each of its other Personnel have similar insurance) for an amount necessary to cover any potential liability under statute or at common law; and (c) Property insurance covering the Supplier for any loss or damage to any property used directly or indirectly in connection with the Products.

Assignment and Subcontracting: The Supplier must not assign the whole or any part of this Contract. The Supplier must not use any subcontractors for supply of the Products without Qantas' prior written consent. If the Supplier uses a subcontractor, the Supplier remains liable for the subcontractor's performance.

Termination: Qantas may terminate this Contract: (a) on one month's notice without any liability for compensation and without being obliged to give any reason for so doing; or (b) immediately if the Supplier: (i) becomes insolvent or is petitioned in bankruptcy; (ii) being a company, a petition for winding up of the company is presented; (iii) an order is made or an application is brought or a resolution is passed for its winding up; (iv) any step is taken to appoint a receiver or receiver and manager or administrator or liquidator to the Supplier; or (v) the Supplier makes any arrangement for the benefit of creditors; or (vi) the Supplier breaches any provision of this Contract. Any such termination by Qantas shall be without prejudice to any other of its rights. The failure by Qantas to exercise any right or remedy in relation to any specific default by the Supplier, including by terminating this Contract or any part thereof when such a right arises shall not constitute a waiver by Qantas of any of its rights pursuant to this Contract.

Entire Agreement: This Contract is the complete contract between Qantas and the Supplier in relation to the Products. No confirmation, shipment, delivery document, shrink-wrap licence or representation will vary this Contract.

Confidentiality: This Contract and any information which the Supplier obtains from Qantas relating to this Contract (whether in writing or otherwise) is Qantas' confidential information unless it is: (a) public knowledge at the time it is obtained by the Supplier, or (b) in the Supplier's lawful possession prior to being obtained from Qantas. The Supplier must keep Qantas' confidential information confidential, safe and secure, not disclose it to any person (except personnel of the Supplier who have a need to know) and return it when it has performed all of the work under this Contract or this Contract terminates or expires. The Supplier may not make any public statement about this Contract unless it has first obtained written consent from Qantas.

Compliance with Law: The Supplier must comply with all relevant legislation and regulations in the performance of this Contract.

Applicable Law: The laws of New South Wales ("NSW") apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of NSW.

Health and Safety and Behaviour on Qantas Sites: The Supplier must carry out its obligations under this Contract in a way that is safe and without risk to the health of its employees and contractors, Qantas' employees and contractors and any person who may come into contact with the Products. The Supplier must prepare all necessary documents recording the procedures and policies it will employ to ensure it meets its obligations under this clause and must make all such documents available to Qantas on request. Qantas may suspend or terminate this Contract if Qantas considers that the Supplier's policies, procedures or documents are inadequate to meet the obligations of this clause. The Supplier must comply with the requirements of Qantas' "Supplier Requirements" policy, a copy of which is available at www.qantas.com. The Supplier acknowledges it has received and reviewed Qantas' "Supplier Requirements".

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