

COATES HIRE PURCHASE ORDER TERMS AND CONDITIONS

1. SUPPLY OF GOODS AND/OR SERVICES

- 1.1 In consideration of payment of the Price by Coates Hire, the Supplier must supply to Coates Hire the Goods and/or perform the Services in accordance with the Purchase Order (which includes these Purchase Order Terms and Conditions ("the Terms")).
- 1.2 To the extent the Supplier's terms and conditions are supplied with the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of Coates Hire signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 1.3 Where this Purchase Order relates to Goods and/or Services the subject of a specific written contract between the Supplier and Coates Hire, the terms of that contract apply to the extent of any inconsistency with these Terms.
- 1.4 The Supplier must, in supplying the Goods or performing the Services:
 - (a) not interfere with Coates Hire's activities or the activities of any other person at the Delivery Address;
 - (b) be aware of and comply with and ensure that the Supplier's employees, agents and Suppliers are aware of and comply with:
 - (i) all applicable Laws;
 - (ii) all Site Standards and Procedures, to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Supplier; and
 - (iii) all lawful directions and orders given by Coates Hire's representatives or any person authorised by Law to give directions to the Supplier;
 - (c) ensure that the Supplier's employees, agents and contractors entering Coates Hire's premises perform the Services in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
 - (i) safe working practices;
 - (ii) safety and care of property; and
 - (iii) continuity of work;
 - (d) provide all such information and assistance as Coates Hire reasonably requires in connection with any statutory or OHSE investigation in connection with the supply of the Goods or the performance of the Services;

- (e) on request by Coates Hire, provide to Coates Hire and its employees, agents and consultants any information and assistance required to identify, evaluate, implement and report on any matter relating to the Goods and/or Services, including:
 - (i) producing written reports;
 - (ii) recommending efficiency opportunities;
 - (iii) collecting data; and
 - (iv) monitoring or metering, in respect of any thing used, produced or created in connection with the performance of the Supplier's obligations under these Terms.

2. DELIVERY

- 2.1 The Supplier must deliver the Goods to the Delivery Address by the Delivery Date.
- 2.2 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.
- 2.3 Packages must be marked with the Purchase Order number, item number, destination, contents, quantity, date and method of dispatch and weight of each package.

3. TIME FOR PERFORMANCE

- 3.1 The Supplier must perform the Services by the Delivery Date.

4. TITLE AND RISK

- 4.1 Title in the Goods passes to Coates Hire upon payment of the Price.
- 4.2 Risk in the Goods passes to Coates Hire when the Goods are delivered to the Delivery Address and a representative of Coates Hire has signed a receipt or delivery docket.

5. PRICE

- 5.1 Coates Hire must pay the Supplier the Price for the Goods and/or Services based on the rates and quantities set out in the Purchase Order.
- 5.2 Coates Hire may direct the Supplier to alter, add to or omit all or part of the Goods and/or Services. Unless the parties agree upon a price for such variation the varied price shall be a reasonable price.
- 5.3 The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the goods and the cost of any items used or supplied in the performance of the Services.
- 5.4 The Price is inclusive of all taxes and duties, except GST.

6. GST

- 6.1 If GST is imposed on any supply made by the Supplier under or in connection with this Purchase Order, the Supplier may recover from Coates Hire, in addition to the Price, an amount equal to the GST payable in respect of that Supply.

6.2 The Supplier must first provide Coates Hire with a valid tax invoice before Coates Hire will pay the GST amount to the Supplier.

7. INVOICING

7.1 Upon delivery of the Goods and/or completion of the Services, and acceptance by Coates Hire, the Supplier must provide to Coates Hire:

- (a) where the Supplier has entered into an RCTI Agreement with Coates Hire, a Supplier Reference Document; or
- (b) a valid tax invoice,

which must include the information set out in clause 7.3.

7.2 Coates Hire will, as soon as practicable after approval of the Supplier Reference Document by Coates Hire, generate a Recipient Created Tax Invoice.

7.3 A Supplier Reference Document and any invoice must include the following details:

- (a) a reference to this Purchase Order and the relevant contract (if any) including the line item numbers on the Purchase Order and the contract number;
- (b) a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services in respect of which the Supplier Reference Document or invoice relates and the relevant quantity;
- (c) an individual reference number for Coates Hire to quote with remittance of payment;
- (d) the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order;
- (e) the amount of any applicable GST;
- (f) Coates Hire operation and Site; and
- (g) Coates Hire contact name.

7.4 If Coates Hire requests, the Supplier must provide Coates Hire with all relevant records to calculate and verify the amount set out in any Supplier Reference Document or any Invoice.

7.5 Coates Hire is not obliged to approve a Supplier Reference Document or any invoice submitted in accordance with clause 7.1(b), and may withhold approval and/or money due to the Supplier under these Terms if the Goods or Services (or any part of them) are Defective.

7.6 Subject to clause 7.5, Coates Hire will pay all Recipient Created Tax Invoices and all invoices that comply with clause 7.3 within 45 days from the end of the month in which the invoice was received, except where Coates Hire disputes the Supplier Reference Document or invoice, in which case:

- (a) Coates Hire may withhold payment pending resolution of the dispute; and
- (b) if the resolution of the dispute determines that Coates Hire must pay an amount to the Supplier, Coates Hire must pay that amount only upon resolution of that dispute.

7.7 Coates Hire may reduce any payment due to the Supplier under these Terms by any amount which the Supplier must pay Coates Hire, including costs, charges, damages and expenses and any debts owed by the Supplier to Coates Hire on any account whatsoever. This does not limit Coates Hire's right to recover those amounts in other ways.

8. QUALITY

- 8.1 The Goods and/or Services must match the description referred to in the Purchase Order, and conform to all relevant specifications, drawings, samples and descriptions.
- 8.2 If the Supplier gave Coates Hire a sample of the Goods or a demonstration of the Services, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.
- 8.3 The Goods and/or Services must be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose Coates Hire specifies.
- 8.4 The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new. Services must be performed with due care, skill and diligence, and to the standard acceptable amongst members of the trade, industry or profession relevant to the Services.
- 8.5 The Goods are free of all liens and encumbrances and the Supplier has good title to them.

9. WARRANTY PERIOD

9.1 If, during the Warranty Period, any of the Goods or Services are found to be Defective, Coates Hire may, at the Supplier's cost:

- (a) return the Defective Goods to the Supplier;
- (b) reject the Defective Services ;
- (c) repair or make good the Defective Goods; or
- (d) re-perform or make good the Defective Services.

9.2 The Supplier must:

- (a) repair or replace the Defective Goods;
- (b) re-perform or make good the Defective Services; or
- (c) reimburse Coates Hire for any expenses incurred in repairing, reperforming or making good (as the case may be) any Defective Goods or Services,

at the Supplier's cost, if requested to do so by Coates Hire.

10. DISPUTE RESOLUTON

10.1 If a difference or dispute between the parties arises in connection with the subject matter or interpretation of these Terms, including a dispute concerning a claim in tort, under statute, or on any other basis in law or equity available under the law governing these Terms ("Dispute"), either party may give the other party written notice of dispute identifying and providing details of the Dispute ("Dispute Notice").

- 10.2 Within seven days of receipt of a Dispute Notice representatives of the parties having authority to bind the parties shall confer to seek to resolve the Dispute. If a resolution has not been agreed within 21 days of the service of Dispute Notice, the nominated representatives of the parties shall confer for the same purpose as the parties' representatives. All aspects of such conference shall be privileged.
- 10.3 Except for the enforcement of payment due under these Terms or to seek injunctive or urgent declaratory relief, and subject to any agreement to the contrary, neither party may institute legal proceedings in respect of any dispute unless a Dispute Notice has first been given and then only after a period of 28 days from receipt of such Dispute Notice has elapsed.

11. GENERAL

- 11.1 Coates Hire may terminate a Purchase Order in its absolute discretion by giving the Supplier 7 days' notice in writing prior to the Delivery Date. In such case no Price will be payable by Coates Hire. Termination of the Purchase Order pursuant to this clause shall be without prejudice to the rights of either party accruing before termination.
- 11.2 Any amount paid by Coates Hire to any subcontractor or supplier of the Supplier pursuant to any notice of claim served on Coates Hire by such subcontractor or supplier under the Contractors Debt Act 1997 (NSW) or the Building and Construction Industry Security of Payment Act 2002 (Vic) shall be a debt due and payable by the Supplier to Coates Hire.
- 11.3 Coates Hire shall have no liability to the Supplier in respect of any matter in connection with the Purchase Order unless a claim together with full particulars is lodged with Coates Hire within 21 days of the occurrence of the event on which the claim is based.
- 11.4 If any provision or part of any provision of these Terms is unenforceable, such unenforceability shall not affect any other part of such provision or any other provision of these Terms.
- 11.5 Delivery acronyms such as FCA, FOB, CIF shall be interpreted in accordance with INCOTERMS 2000 edition.
- 11.6 These Terms shall be governed by the laws of New South Wales and the parties agree to submit to the jurisdiction of the Courts of that state.

12. DEFINITIONS

Coates Hire means Coates Hire Operations Pty Limited or the Coates Hire entity named in the Purchase Order.

Supplier means the party identified as such in the Purchase Order.

Supplier Reference Document means a delivery document, dispatch note, time sheet, claim form or such other document which evidences the delivery of Goods or performance of Services.

Defective means Goods and/or Services (or any aspect of them) which are not in accordance with the Purchase Order or which are damaged, deficient, faulty, inadequate or incomplete.

Delivery Address means the place for delivery specified on the Purchase Order.

Delivery Date means the delivery date specified on the Purchase Order, or a date subsequently notified in writing by Coates Hire to the Supplier .

Goods means the goods, if any, described on the Purchase Order.

GST has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Law means:

- a) Commonwealth, State and local government legislation including regulations, by-laws, orders, awards and proclamations;
- b) common law and equity;
- c) Authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- d) guidelines of Authorities with which the Supplier is legally required to comply.

OHSE means occupational health, safety and environment.

Purchase Order means the purchase order for Goods and/or Services issued by Coates Hire to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services.

Price means the price set out in the Purchase Order which is exclusive of GST, but is inclusive of all other costs and charges.

RCTI Agreement means an agreement in the form provided by Coates Hire and entered into between the Supplier and Coates Hire or a related entity of Coates Hire pursuant to which the parties have agreed that Coates Hire will issue Recipient Created Tax Invoices in respect of all Goods and Services provided by the Supplier.

Recipient Created Tax Invoice has the meaning prescribed in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Services means the services, if any, described on the Purchase Order.

Site Standards and Procedures means any other guidelines, rules, requirements or Site specific conditions which Coates Hire makes available to the Supplier from time to time.

Warranty Period means the period of 24 months commencing on the date of delivery of the Goods and/or 12 months from the date on which the Service is performed.