

## General Purchasing Terms

These terms and conditions apply where Knauf and the Supplier have not entered into an executed agreement covering the supply of the goods and/or services. Acknowledgement of receipt or fulfilment of a Purchase Order by the Supplier will be deemed to be the Supplier's acceptance of these General Purchasing Terms.

### 1. Definitions and Interpretation

- 1.1 "Knauf" means Knauf Gypsum Pty Ltd ABN 84 004 231 976.
- 1.2 "Contract" means these General Purchasing Terms and the Purchase Order.
- 1.3 "Delivery Point" means the place for delivery specified on the Purchase Order.
- 1.4 "Goods" means the goods identified in the Purchase Order.
- 1.5 "Price" means the price set out in the Purchase Order which is exclusive of GST (unless otherwise stated), but inclusive of all other costs and charges.
- 1.6 "Purchase Order" means the order issued by Knauf to the Supplier for the supply of the Goods and/or Services.
- 1.7 "Services" means the services identified in the Purchase Order.
- 1.8 "Supplier" means the supplier named in the Purchase Order or, if no supplier is named, the supplier supplying the Goods and/or Services.
- 1.9 Headings are for reference only and must not be used in the interpretation of the Contract.

### 2. Supply and Payment

- 2.1 The Supplier must supply and deliver the Goods and/or perform the Services in accordance with the terms of the Contract.
- 2.2 Knauf will pay the Supplier the Price for accepted Goods and/or Services within 60 days after the date of the Supplier's tax invoice (which must include any additional information and supporting documentation reasonably required by Knauf).
- 2.3 In supplying the Goods or performing the Services the Supplier must comply with all applicable laws and regulations and Knauf's Supplier Code of Conduct available at [Supplier Code of Conduct - November 2022 \(knaufapac.com\)](https://www.knaufapac.com).
- 2.4 Compliance with Knauf's site policies and procedures while attending any Knauf site is an essential element of these terms. The Supplier must ensure that it's employees, agents and sub-contractors proposing to enter Knauf's premises:
  - (a) contact Knauf or the site supervisor and undertake all required site induction training before entering the site;
  - (b) comply with Knauf's site induction requirements and applicable standards, policies and procedures relating to entering and performing work on Knauf's premises provided as part of site induction;
  - (c) are appropriately skilled and qualified for the safe supply of the Goods and performance of the Services;
  - (d) do not damage the site or any equipment or goods located at the site; and

- (e) comply with any reasonable lawful directions given by a Knauf representative.

### 3. Contract

- 3.1 The Contract will prevail over all other communications and negotiations (whether oral or written) between the Supplier and Knauf in relation to the Goods and/or Services and over the terms of any other documents provided to Knauf by the Supplier (such as delivery dockets, invoices, packing slips or other confirmations), unless otherwise agreed in writing by an authorised officer of Knauf.
- 3.2 The Supplier must not, without the prior written approval of Knauf subcontract, its obligations under the Contract. Knauf will not unreasonably withhold its approval to a request to subcontract. Any approval given will not relieve the Supplier of its obligations under the Contract.

### 4. GST

- 4.1 If the Supplier is liable for GST for any supply made under the Contract, the Supplier may add this GST to the amount otherwise payable under the Contract and will issue a tax invoice to Knauf as a precondition for being paid this GST.
- 4.2 The Supplier acknowledges that if supplies are to be made under a recipient created tax invoice then a recipient created tax invoice agreement between the Supplier and Knauf is required.
- 4.3 In this clause, the terms GST, supply, tax invoice and recipient created tax invoice have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

### 5. Delivery, Risk and Title

- 5.1 The Supplier must deliver the Goods to the Delivery Point by the delivery date provided in the Purchase Order.
- 5.2 Packages must be marked with the Purchase Order number, destination, contents, date and weight of each package.
- 5.3 The Supplier must perform the Services by the date specified in the Purchase Order.
- 5.4 Risk in the Goods will pass to Knauf upon delivery to, and acceptance of, the Goods by Knauf at the Delivery Point whereupon Knauf may use, sell or otherwise deal with the Goods in the ordinary course of business notwithstanding that property in and title to the Goods will pass on payment being made by Knauf.
- 5.5 The Supplier must insure the Goods against all risk of loss and damage for the full replacement value until delivery to and acceptance of the Goods by Knauf at the Delivery Point.
- 5.6 The Supplier must effect and maintain for the life of the Contract, public and product liability insurance with a limit of indemnity of not less than \$10,000,000.

- 5.7 Where the Services include professional services (including design activities), the Supplier must effect and maintain for 7 years following completion of the Services, professional indemnity insurance with a limit of indemnity of not less than \$5,000,000.

- 5.8 The Supplier must take out workers compensation insurance as required by law.

### 6. Warranties

- 6.1 The Supplier warrants:
  - (a) from the time the Goods are delivered to the Delivery Point, Knauf will be entitled to clear title to the Goods, free from any liens, charges and encumbrances, and to quiet possession of the Goods;
  - (b) the Goods will be free from defects, and be new and of merchantable quality;
  - (c) the Goods and/or Services will match any description in the Contract, any relevant specifications and any samples provided by the Supplier;
  - (d) the Goods and/or Services will be fit for the purpose for which Goods of the same kind are commonly supplied, or for which those types of Services are commonly provided, and for any other purpose which Knauf makes known to the Supplier;
  - (e) the Goods and/or Services will comply with any other warranties or guarantees contained in the Contract or ordinarily supplied by the Supplier and/or the manufacturer of the Goods and/or Services;
  - (f) the Goods and/or Services will comply with the provisions of any relevant legislation, industry standards and standard of the Standards Association of Australia; and
  - (g) the Goods and/or Services will be free from any right or claim of a third party.
- 6.2 The Supplier warrants that it has all intellectual property rights (including, without limitation, any patents, trade marks and copyrights) necessary to supply the Goods and/or Services in accordance with the Contract.
- 6.3 Goods or raw materials purchased pursuant to the Contract shall be free of asbestos content. Knauf may test (including 3<sup>rd</sup> party testing) for asbestos or other contaminants such as trace metals, silica, free sulphur, radioactivity and hazardous organic substances prior to the supply and at predetermined intervals. Supplier warrants to work with Knauf to take necessary steps including return or safe disposal of the Goods/raw materials which contain asbestos or other contaminants.
- 6.4 The warranties in clause 6.1 are in addition to any conditions, guarantees and warranties which are or may be implied under any

State or Federal legislation applicable to the Goods and/or Services and their supply or performance, except that all of the terms of the United Nations Convention on Contracts for the International Sale of Goods (adopted in Vienna Austria on 10 April 1980) are expressly excluded from the Contract.

## **7. Defective Goods**

7.1 If Knauf discovers that the Goods and/or Services do not comply with any warranty given under clause 6, Knauf may (at its option):

- (a) have the defect(s) rectified and the cost to Knauf of so doing will be a debt due from the Supplier to Knauf;
- (b) request the Supplier to rectify any defect(s) at the Supplier's expense;
- (c) request the Supplier to replace the Goods or re-perform the Services at the Supplier's expense; or
- (d) reject the Goods, in which case the Supplier must arrange to collect the Goods immediately at the Supplier's expense.

7.2 Nothing in this clause limits or excludes any other rights or remedies available to Knauf, whether provided elsewhere in the Contract or provided by law (and including in relation to defects which are discovered or become apparent after the expiry of any warranty period).

## **8. Termination**

A party may terminate the Contract if the other party breaches an obligation under the Contract and does not remedy the breach within 7 days of being issued a notice to do so.

## **9. Confidentiality**

Each party must not, and must ensure that its subcontractors, employees and agents do not without prior written approval of the other party, disclose any information relating to the business of the other party that is not in the public domain.

## **10. Modern Slavery**

The Supplier warrants that it does not and will not engage in any activity, practice or conduct that would constitute an offence under Division 270 or Division 271 of the Schedule to the Criminal Code Act 1995 (Cth) if such activity, practice or conduct were carried out in Australia.

## **11. Anti money laundering, terrorist financing, sanction breaches**

Knauf has a legal and ethical obligation to not participate in money laundering, terrorist financing, sanction breaches or illegal activities. The Supplier must not engage in, support or tolerate any activity which infringes or circumvents application laws against money laundering or terror financing or any application sanctions.

## **12. Anti bribery and Corruption**

Knauf has a strong anti-bribery and corruption policy. The Supplier must adhere to applicable anti-bribery and anti-corruption laws and must not engage in active or passive bribery or corruption.

## **13. Data Security and Cyber**

Knauf requires its suppliers to maintain and enforce safeguards against the destruction, loss or alteration of personal and confidential information provided to them by Knauf or third parties involved in the services provided. The Supplier must comply with good industry practice in relation to its data and cyber security systems.

## **14. Miscellaneous**

14.1 No waiver by a party of a breach of the Contract by the other party will constitute a waiver of any subsequent or continuing breach by that party.

14.2 The law of the Contract will be the law of the State of the Delivery Point of the Goods or performance of the Services, and the parties submit to the jurisdiction of the courts of that State.