

## General Conditions for the Supply of Goods

### 1 Supply of Goods

- (a) The Supplier must supply the Goods to Wannon Water in accordance with the Specification and otherwise in accordance with these Conditions.
- (b) The Supplier must deliver the Goods to the Delivery Point by the Time for Delivery. Delivery will not be taken to have occurred until delivery is acknowledged in writing by Wannon Water or deemed to have occurred.
- (c) All Goods supplied must comply with the *Occupational Health & Safety Act 2004 (Vic)* and associated Regulations.
- (d) All Goods supplied must comply with relevant Australian Standards.

### 2 Acceptance or Rejection of Goods

- (a) If the Goods conform with Clause 1 of these General Conditions, Wannon Water will promptly accept the Goods. If the Goods are non-conforming, Wannon Water may reject the Goods within 30 days by written notice giving reasons. If Wannon Water does not accept or reject the Goods within 30 days of delivery, delivery will be deemed to have then occurred.
- (b) The Supplier must at its cost collect and remove any Goods that have been rejected as soon as practicable or Wannon Water may return the Goods to the Supplier at the Supplier's expense.

### 3 Invoicing and Payment

- (a) The Unit Price is fixed and includes all packaging, transport, insurance, loading, unloading and storage costs and any other costs incurred by the Supplier.
- (b) The Supplier must submit to Wannon Water a tax invoice for the Purchase Price following the supply of the Goods which contains the information necessary to be a tax invoice for the purposes of the *GST Act* together with such other information as Wannon Water may reasonably require. The tax invoice must be sent to the address specified in the Purchase Order.
- (c) Wannon Water will pay the invoiced amount within 30 days of receipt of an accurate tax invoice. However, if Wannon Water disputes the invoiced amount it will pay the undisputed amount (if any) and notify the Supplier of the amount in dispute. The parties will endeavour to resolve any such dispute.
- (d) Payment of an invoice is not to be taken as evidence that the Goods have been supplied in accordance with the Agreement but must be taken only as payment on account.
- (e) Wannon Water will, on demand by the Supplier, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the *Penalty Interest Rates Act 1983 (Vic)*.
- (f) Invoices should accurately state the description of the goods being supplied and under no circumstances is the description on an invoice to be altered.

### 4 Title and Risk

Title in the Goods will pass to Wannon Water upon payment for the Goods. Risk in the Goods will pass to Wannon Water when the Goods are delivered to the Delivery Point.

### 5 Warranties

The Supplier warrants to Wannon Water that:

- (a) **(Title)** it has the right to sell and transfer title to and property in the Goods to Wannon Water;
- (b) **(IP)** it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Goods;
- (c) **(Conflict)** it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement; and

### (d) (Goods) the Goods:

- (i) are new and fit for the purpose stated in the Specification (or, if no purpose is stated, the purpose for which the Goods would ordinarily be used);
- (ii) conform in all respects with the Specification;
- (iii) are free from defects (including defects in installation); and
- (iv) are of merchantable quality and comply with all Laws.

Further, the Supplier must obtain, where provided for in the Specification, for Wannon Water the benefit of any manufacturer's warranties.

### 6 Liability

The Supplier must indemnify Wannon Water and each of its employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct result of any failure to deliver the Goods in accordance with the Agreement or any other breach of the Agreement.

### 7 Intellectual Property Rights

The Supplier grants to Wannon Water a non-exclusive, perpetual, royalty-free licence to use any Intellectual Property Rights in relation to any Goods supplied to the extent necessary to allow Wannon Water the full use and enjoyment of those Goods and the Supplier must, upon request by Wannon Water, do all things as may be necessary (including executing any documents) to give full effect to such rights.

### 8 Insurance

- (a) The Supplier must obtain and maintain insurance cover at all relevant times sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the supply of the Goods, including product liability insurance to the value of the Purchase Order and, if applicable, public liability insurance. Product liability insurance must match any warranty period or three years after acceptance of the Goods, whichever is the greater.
- (b) On request, the Supplier must provide Wannon Water with evidence of the currency of any insurance it is required to obtain.

### 9 Confidentiality and Privacy

- (a) The Supplier and its employees, agents, directors, partners, shareholders and consultants must not disclose or otherwise make available any Confidential Information to any other person.
- (b) The Supplier hereby consents to Wannon Water publishing or otherwise making available information in relation to the Supplier (and the supply of the Goods) as may be required:
  - (i) to comply with the Contracts Publishing System;
  - (ii) by the Auditor-General; or
  - (iii) to comply with the *Freedom of Information Act 1982 (Vic)*.
- (c) The Supplier acknowledges that it will be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done in connection with the supply of the Goods in the same way as Wannon Water would have been bound had the relevant act been done or engaged in by Wannon Water.

### 10 Access

When entering the premises of Wannon Water, the Supplier must and must ensure that its employees, agents and sub-contractors;

- (a) use reasonable endeavours to protect people and property, prevent nuisance and act in a safe and lawful manner and comply with the safety standards and policies of Wannon Water (as notified to the Supplier);
- (b) ensure that Wannon Water's policies in respect to site inductions are completed prior to entry;
- (c) do not smoke or are not under the influence of drugs or alcohol whilst on a Wannon Water site.

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### 11 Sub-Contracting

- (a) The Supplier must not sub-contract to any third person any of its obligations in relation to the supply of the Goods without the prior written consent of Wannon Water (which may be given or withheld in its absolute discretion).
- (b) The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

### 12 Compliance with Law and Policy

The Supplier must, in performing its obligations under these conditions, comply with the Laws affecting or applicable to the provision of the Goods by the Supplier under this Agreement and the Victorian Participation Policy, if applicable.

### 13 GST

- (a) Terms used in this clause have the same meanings given to them in the *GST Act*.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with these Conditions, Wannon Water will pay to the Supplier an amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.

### 14 General

- (a) The Agreement is governed by and is to be construed in accordance with the Laws. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- (b) Time is of the essence in relation to the supply of the Goods.
- (c) All Suppliers are strongly discouraged from offering gifts, benefits or hospitality to any Wannon Water employee. A copy of the Gifts, Benefits and Hospitality Policy can be found on the Wannon Water website.

### 15 Interpretation

In these Conditions, unless the context otherwise requires:

**Agreement** means the agreement for the supply of the Goods of which these Conditions and the Purchase Order form part.

**Code of Practice** means a code of practice as defined in, and approved under, the *Information Privacy Act 2000 (Vic)*.

**Conditions** means these General Conditions for the Supply of Goods.

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in anyway related to, Wannon Water, including any information designated by Wannon Water as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information:

- (a) which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions;
- (b) which the Supplier can demonstrate was in its possession prior to the date of the Agreement;
- (c) which the Supplier can demonstrate was independently developed by the Supplier; or
- (d) which is lawfully obtained by the Supplier from another person entitled to disclose such information.

**Contracts Publishing System** means the policy of the Victorian Government requiring publication of details of contracts entered into by Victorian Government departments, as amended from time to time.

**Delivery Point** means the location or address to which the Goods are to be delivered, as specified in the Purchase Order.

**Goods** means the goods (or any of them) specified in the Purchase Order.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Information Privacy Principles** means the information privacy principles set out in the *Information Privacy Act 2000 (Vic)*.

**Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Laws** means: the law in force in Australia and Victoria, including common law, legislation and subordinate legislation; and

- (e) ordinances, regulations and by-laws of relevant government, semi-government or local authorities.

**Overdue Amount** means an amount (or part thereof) that:

- (a) is not, or is no longer, disputed;
- (b) is due and owing under a tax invoice properly rendered by the Supplier in accordance with these Conditions; and
- (c) which has been outstanding for more than 30 days from the date of receipt of the invoice (or the date that the amount ceased to be disputed, as the case may be).

**Purchase Order** means any form of order or acceptance from Wannon Water for the supply of the Goods which incorporates these Conditions.

**Purchase Price** means the sum ascertained by multiplying the Unit Price for the applicable Goods by the number of units delivered.

**Specification** means the specifications to which the Goods must comply, as set out in the Purchase Order or as otherwise incorporated in the Agreement.

**State** means the Crown in the right of the State of Victoria.

**Supplier** means the entity supplying the Goods under these Conditions.

**Time for Delivery** means the date and, where relevant, the time specified in the Purchase Order (or such other date or time as may be agreed in writing) by or on which delivery of the Goods must be effected by the Supplier.

**Unit Price** means the price per item of each of the Goods, as specified in the Purchase Order.