

# Purchase Order Terms and Conditions - Covestro Pty Ltd ACN 086 237 765

## 1 General

- 1.1 These terms and conditions will apply to the purchase by Covestro Pty Ltd ACN 086 237 765 (**we, us or our**) of all goods and / or services from each supplier or intending supplier (**you or your**).
- 1.2 By supplying any goods and/or services to us, you are taken to have accepted these terms and conditions. You acknowledge that these terms and conditions will operate to the exclusion of any other terms and conditions you notify to us.

## 2 Ordering

- 2.1 We may order goods and / or services from you from time to time by giving you a completed purchase order (**Order**).
- 2.2 You agree to that we are under no obligation to place any Order.
- 2.3 Your acceptance of our Order creates a contract between you and us (**Contract**) for you to supply the goods and/or services described in the Order to us.
- 2.4 You agree to notify us as soon as possible if you are unable to accept our Order for any reason.
- 2.5 If at any time you become aware that you are or may be unable to fulfil any of your obligations under or relating to an Order, you must notify us without delay and provide such information in relation to the anticipated delay and the reasons for it as we request.

## 3 Your Obligations

### 3.1 Goods

- (a) All goods you supply to us must be:
- (i) delivered to us without any defects which may reduce their value or affect their useability;
  - (ii) of merchantable quality;
  - (iii) suitable for the purpose stipulated in the Order (if any) or otherwise made known by us to you; and
  - (iv) supplied in accordance with, and comply with, all applicable laws, regulations and codes of conduct.
- (b) You must secure for us the benefit any warranty provided by a third party in respect of any materials incorporated in the goods.
- (c) We will notify you of any defects in the goods that come to our attention after they are delivered. Without limiting any other right or remedy we may have, if we notify you of any defect in any goods, you must (at your cost) take all steps necessary to remedy the defect as quickly as possible.

### 3.2 Services

All services you supply to us must be supplied in a timely and professional manner, with due skill and care and in accordance with:

- (a) standards reasonably expected of a high quality organisation with experience in providing similar services;
- (b) all applicable laws, regulations and codes of conduct; and
- (c) our reasonable directions given in connection with the supply of the services from time to time.

## 4 Risk and Title

- 4.1 Title to, and property in, any goods supplied by you will transfer to us on payment.
- 4.2 Risk in the goods passes to us on confirmation of receipt by us.

## 5 Indemnity and Insurance

- 5.1 You indemnify us against any liability, loss, cost, damage or expense (including reasonable legal expenses) which we suffer or incur as a direct or indirect result of:
- (a) your breach of contract;
  - (b) your negligent act or omission; or

- (c) any infringement or alleged infringement of the intellectual property rights of any third party resulting from our use of the goods or services supplied by you.

- 5.2 You must take out and maintain, on terms reasonably acceptable to us, the insurance policies (if any) described in the Order.

## 6 Invoicing and Payment

- 6.1 We will pay you the fees or prices described in the Order at the times and in the manner described in the Order.
- 6.2 Each invoice you submit must be in a form which constitutes a valid tax invoice for GST purposes.
- 6.3 We will pay each properly rendered invoice within 30 days after the date of receipt or as otherwise agreed in writing.

## 7 Documentation

- 7.1 All drawings, standards, guidelines, methods of analysis, formulas and other documents we provide you, and any such documents drawn up by you in accordance with instructions given by us, will remain our property and may not be used for any other purpose, reproduced or made available to third parties by you. You must promptly deliver all such documentation and all copies upon request.
- 7.2 You must provide to us in timely manner, free of charge, all documents required by us for using, assembling, installing, processing, storing, operating, servicing, inspecting, maintaining or repairing the goods.

## 8 Confidentiality

You must not disclose or otherwise make available any confidential information belonging or relating to us or any of our related companies to any other person except to your employees on a strict need to know basis or as required by law.

## 9 Termination

Without limiting any other right or remedy we may have, we may terminate the Contract with immediate effect by written notice to you if you:

- (a) commit a breach of contract which is incapable of remedy;
- (b) commit a breach of contract which is capable of remedy but which you fail to remedy within 14 days of notice in writing from us to do so; or
- (c) are subject to any form of insolvency event.

## 10 Advertising Material

You must not refer to your business relations with us in any information or advertising material without our express written agreement.

## 11 Assignment and Subcontracting

You must not assign, subcontract or otherwise deal with any of your rights, interests or obligations under the Contract without our prior written consent.

## 12 No waiver

A failure by us to exercise or delay in exercising any right under these terms and conditions does not constitute a waiver.

## 13 Time of the Essence

Time is of the essence in respect the performance of your obligations under the Contract.

## 14 Entire Agreement

These terms and conditions and the Order constitute the entire agreement between you and us in respect of the supply of the goods or services described in the Order.

## 15 Governing Law

These terms and conditions, and the Contract of which they form part, are governed by the laws in force in Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.