

## Purchase Order Terms & Conditions

1. **(Engagement)** In consideration of payment of the fees or price by EY, the Supplier must provide the goods and/or services set out in the Purchase Order (which includes these Terms & Conditions). For avoidance of doubt, the Terms & Conditions shall only apply and be binding upon the parties to the Purchase Order where there is no mutually executed agreement in place between the parties to the Agreement to govern the purchase of the item/s or services described in it, prior to the issuance of the Purchase Order (in which case, the terms of such mutually executed agreement shall prevail over these Terms & Conditions).
2. **(Suppliers Term's)** To the extent that the supplier's terms and conditions are supplied with the goods and/or services or any associated documents, those terms and conditions will have no legal effect and will not constitute part of this Purchase Order (even if any representative of EY signs those terms).
3. **(Performance of services)** The Supplier agrees to perform the services: (a) in accordance with these there Terms and Conditions, any directions from EY and to EY's satisfaction; (b) in a competent, safe and professional manner and to ensure that all staff employed by the Supplier to perform the services are appropriately qualified, skilled and supervised; (c) without delay; (d) so they are fit for the purpose; and (e) to comply with relevant industry standards, best practice and guidelines and all applicable laws.
4. **(Provision of Goods)** In supplying the goods the Supplier must deliver the goods to the address specified for delivery at the agreed time and date. The Supplier must ensure that the goods are suitably packed to avoid damage in transit or in storage. Any packages must be marked with sufficient detail to identify the contents and quality of goods supplied (including number of packages in the consignment) and must have EY's name clearly stated thereon.
5. **(Title)** Title and risk in the goods will pass to EY on delivery of the goods to the specified address and when accepted by EY.
6. **(Quality)** The goods must match the description referred to in the Purchase Order. If the Supplier has given EY a sample of demonstration of the goods then the goods must be of the name nature and quality as given. The goods must be fit for the purpose which goods of the same kind are commonly supplied for bought and for any other purpose EY specifies. The goods must be of merchantable quality, free from defects in design, materials, workmanship and installation and must be new and not used by any person (including refurbished). If EY rejects and goods, the Supplier must immediately refund any amounts paid by EY.
7. **(Warranty)** If, during any applicable warranty period, any of the goods or services are found to be defective then EY may (a) return the defective goods to the Supplier; (b) reject the defective service; (c) repair or make good the defective goods; or (d) re-perform or make good the defective services. The Supplier must (a) repair or replace the defective goods; (b) re-perform or make good for the

defective services; or (c) reimburse EY for any expense incurred in repairing, re-performing or making good (as the case may be) any defective good or service at the Supplier's cost if requested to do so by EY.

8. **(Variations)** EY may, after consultation with the Supplier, vary the goods and/or services to be provided. The Supplier shall not in any way alter any works/services, execute extra works/services or supply goods different in quantities or specification, except as direct in writing by EY and no payment shall be due for extra goods or works/services or goods or works/services not previously so authorised.
9. **(Access to EY premises)** Where the Supplier requires access to EY's premises, access will be available at such reasonable times as agreed by the parties. When accessing EY's premises, the Supplier agreed to comply with any of EY's policies including those in relation to occupational health and safety and code of conduct.
10. **(Equipment etc.)** The Supplier must and ensure the Supplier's staff, only use or access EY's premises, facilities, equipment or office supplies for the purpose of performing the services or providing the goods and not remove or damage them. For the avoidance of doubt, unless agreed otherwise with EY, the Supplier must supply all equipment necessary to provide the services or timely delivery and installation of the goods.
11. **(Delays)** The Supplier must give prompt notice to EY of any matter or circumstance which may adversely affect or has adversely affected the carrying out of the services or timely delivery of the goods.
12. **(Fees and Taxes)** EY will pay the Supplier the prices (for goods) or fees (for services) set out in the Purchase Order by EFT within 30 days of receipt of a valid tax invoice. The prices for the goods include all charges for parking, insurance and delivery of the goods.  
The price or fees are exclusive of GST. GST will be payable at the same time as any payments under the Purchase Order are payable or otherwise within 30 days of receipt of appropriate invoice. The Supplier will be solely responsible for and bear the payment of all taxes and duties in respect of the goods and/or services and these Terms and Conditions. EY may withhold any payment if it forms the view that any goods or services have not been delivered/performed or are, or may be, unsatisfactory.
13. **(Price)** the price stated on the face of the Purchaser Order exclude GST and covers everything required to complete the Purchase Order (including all other taxes, duties and levies). If no price is stated, the price shall be the Supplier's published price, less all discounts, including (without limitation) for trade, favoured customers and prompt payment.
14. **(Intellectual Property)** The Supplier warrants the use or sale of any goods in accordance with any Purchase Order will not infringe the intellectual property of any person and indemnifies

EY for any costs, damages or other liabilities that EY may incur for infringement of the intellectual property of any person as a result of the use of any goods supplied by the Supplier. Nothing in these Terms and Conditions alters the Supplier's ownership of any intellectual property it owned prior to these Terms and Conditions, EY will own all material delivered and intellectual property created by the Supplier in performing its obligations under these Terms and Conditions

15. **(Confidential Information)** EY may provide to the Supplier confidential information in relation to EY and the Supplier must ensure that any confidential information it receives is used only in the course of the services and/or goods and must not, without the prior written consent of EY disclose any confidential information to the third party except as required by law.
16. **(Indemnity)** The Supplier is liable for and shall indemnify EY against all claims, proceedings, expenses, costs (including legal costs on a solicitor and own client basis), damages, losses and other liabilities of any kind arising from any negligent or wilful acts or omissions of the Supplier or breach of these Terms and Conditions or any injury or death of any person or loss or damage of any property arising from the performance of the services or provision of the goods.
17. **(Insurance)** The Supplier must have in place appropriate public liability and professional indemnity insurance (where appropriate, an in any event if requested by EY) and, upon request, provide EY with a copy of any certificates of currency.
18. **(Termination)** EY may cancel the Purchase Order without notice if the Supplier becomes bankrupt, insolvent, goes into receivership or liquidation or passes a resolution for winding up or assignment its assets or any substantial part of them for the benefit of its creditors. The Supplier shall reimburse EY for all costs additional to the price that are incurred by EY in completing the Purchase Order by other means. EY may terminate the Purchase Order for convenience at any time on fourteen (14) day's written notice, EY will only be liable for payment for goods delivered or parts of the services which are acceptable to EY and which were delivered or performed before the effective date of termination.
19. **(No liability)** EY is not liable for any consequential loss or loss of profits, or loss or revenue suffered by the Supplier as a result of EY's decision to terminate these Terms & Condition.
20. **(Assignment or subcontracting)** The Supplier may not assign or otherwise deal with its rights or obligations under these Terms & Conditions or subcontract any of its rights or obligations under these Terms & Conditions without EY's prior written consent.
21. **(Relationship)** Nothing in these Terms & Conditions constitutes a relationship or partnership or of employer and employee between the parties and the parties expressly deny any such relationship.
22. **(Entire Agreement)** These terms & Conditions constitute the entire agreement between the parties in connection with its subject

matter and supersedes all previous agreements or understanding between parties.

**23. (Governing law)** These Terms & Conditions are governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that jurisdiction.

**24. (Independence)** The Supplier represents, warrants and undertakes, as of the date of this Purchase Order, that: (a) entering this type of agreement is in the ordinary course of the Supplier's business with customers such as EY; (b) the Products and Services are being offered for purchase at market rates or otherwise in accordance with Supplier's internal pricing policies and practices; (c) during the Term of this Purchase Order, the Supplier, none of the Supplier's directors, officers or direct or indirect substantial equity owners and none of the individuals with significant responsibility for providing services to EY shall be a partner, executive officer, member of the Board of Directors, or a direct or indirect substantial equity owner (or otherwise with control), of any audit client of an EY Network Member. For the purposes of this clause, a person or entity shall be deemed a "substantial equity owner" of an entity if he or it (i) is a general partner in such entity, if such entity is a limited partnership; (ii) holds a 5% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is publicly-traded; (iii) holds a 20% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is privately-held; and (d) the aggregate amounts contemplated to be paid by EY to the Supplier under this Purchase Order, and under all other agreements between EY and the Supplier in effect within any fiscal year period, shall not exceed 10% of the Supplier's total revenues during such period.

EY may terminate this Purchase Order with immediate effect if any of the representations, warranties and undertakings set out in this clause become false or invalid in any respect during the term of this Purchase Order.

**EY Network Member** means any one of the network of entities comprising Ernst & Young Global Limited, EYGN Limited, EYGM Limited, EYGS LLP, EYGI B.V., EY Global Finance, Inc and their members and any entity controlled by any such entity, under common control with any such entity, or controlling such entity, or any corporation, partnership or other business organisation that is a member firm or a subsidiary of the entity,

or which is directly or indirectly a majority owned or controlled subsidiary of the entity, together with any partner, director, employee or agent of any such entity. For the purposes of this definition, "control" means (a) ownership, either directly or indirectly, of equity securities entitling either such entity to exercise in the aggregate of at least 50% of the voting power of such entity in question; or (b) possession, either directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity in question, whether through ownership of securities, by contract or otherwise.