PURCHASE ORDER TERMS AND CONDITIONS

1.0 FORMATION OF CONTRACT

1.1 The delivery of the Purchase Order by the Company or its Related Bodies Corporate to the Contractor constitutes an offer by the Company or its associated companies to acquire the Goods and Services described in the Purchase Order from the Contractor on the terms and conditions contained herein.

1.2 An Agreement for the purchase of Goods and Services is formed between the Company and the Contractor when the Contractor confirms acceptance of the Purchase Order; or informs the Company either in writing or verbally that the Goods and Services will be supplied; or communicates with the Company in any way which confirms or implies acceptance of the Purchase Order; or delivers the Goods and Services to the Company.

2.0 DEFINITIONS

ABC Law Violation means a situation where the Contractor, or a subcontractor has directly or indirectly offered, paid, solicited or accepted bribes in any form including facilitation payments or otherwise breached any ABC Law

Acceptance means the Goods and Services comply in all respects with this Agreement, all goods, services, materials, documents and other information required under this Agreement have been supplied to the Company, and the Company has certified that it accepts the Goods and Services in accordance with Clause 7.0

Agreement means these Purchase Order Terms and Conditions, the Purchase Order and any document expressly incorporated.

Associated Entity has the same meaning as contained in section 50AAA of the Corporations Act (Cth) 2001.

Confidential Information means all trade secrets, know-how, business and financial information and other proprietary information or data disclosed to one party by the other party or incorporated in materials or products provided to one party by the other and marked or indicated to be confidential.

Company collectively means Bild Group Pty Ltd ACN 645 883 996, Bild Infrastructure ABN 78 099 996 344, Bitu-mill Pty Ltd ABN 28 097 282 981, Bild Services Pty Ltd ABN 85 088 563 571, Bild Equipment Pty Ltd ATF Road Profilers Australia Unit Trust ABN 38 745 695 101, Bild Greenfields Pty Ltd ABN 81 645 884 000, and Turf One Pty Ltd ABN 15 659 410 778.

Company Policies mean those policies and related procedures adopted by the Company and available to the Contractor on request.

Contractor means the contractor or supplier of the Goods and Services as set out under the field "Vendor" in the form of Purchase Order and means the person, company or firm who is required to deliver the good or perform the Services, and includes its successors, permitted assigns and legal personal representatives.

Contractor Personnel means any individual employed or supplied by Contractor whether directly or indirectly and assigned to work in connection with the performance of this Agreement whether or not an employee of Contractor, and includes subcontractors of Contractor and their personnel;

Defective means the Goods and Services are damaged, deficient, faulty, incomplete, inadequate, or of poor quality with respect to the requirements and standards for the Goods and Services provided by the Company or the warranties of the Contractor under clause 13.0.

Delivery Date means the date specified on the Purchase Order under the field Delivery Date.

Delivery Point means the location specified on the Purchase Order under the field Ship To.

Fee means the fee set out in the Purchase Order under the field TOTAL, payable by the Company to the Contractor as consideration for the Goods and Services.

Heavy Vehicle has the meaning given to it in the Heavy Vehicle National Law Application Act 2013 (VIC)

Heavy Vehicle National Law (HVNL) means the Heavy Vehicle National Law Application Act 2013 and as regulated under the Heavy Vehicle National Law Application (Infringements) Regulations 2013.

Goods and Services means all goods, supplies and services to be provided under these Purchase Order Terms and Conditions, including delivery of documents, equipment, reports, Intellectual Property Rights, technical data, plans charts, drawings, calculations, tables, schedules, models, software, information and data stored by any means as detailed in the Purchase Order.

Intellectual Property Rights means rights in any copyright, patent, trademark or other similar right, whether registered or unregistered.

Loss means any cost, losses, liabilities, damages, fines, costs, interest, fees and expenses, loss of or damage to property of those indemnified or any other person, personal injury or death of any person including the Company's or the Contractor's Personnel.

Modern Slavery has the meaning given to it in the Modern Slavery Act (2018)

Modern Slavery Laws means the Modern Slavery Act 2018 (VIC), the Modern Slavery Act 2018 (Cth) and any other legislation of the Commonwealth or a State relating to Modern Slavery or similar matters

Party means a party to this Agreement.

Personnel in relation to the Company or the Contractor means the officers, employees, contractors, agents, servants, assignee's invitees, subcontractors and others, including the personnel of Related Bodies Corporate of each, as the context requires.

Purchase Order means a written order, placed with the Contractor by the Company for the provision of the Goods and Services in accordance with this Agreement.

Purchase Order Terms and Conditions means these purchase order terms and conditions as varied by any special conditions

Related Bodies Corporate has the same meaning as under the Corporations Act 2001 (Cth).

Site means the lands or other places used by the Company for the purpose of or in connection with this Agreement.

Warranty Period unless specifically stated otherwise means a period of 12 months commencing from Acceptance.

3.0 INTERPRETATION

3.1 "including" and any derivation of "including" are not words of limitation.

3.2 For any definition under the Purchase Order, reference to one grammatical form of a word also refers to its other grammatical forms.

3.3 A reference to "days" will be calendar days unless otherwise stated.

4.0 PRECEDENTS OF DOCUMENTS

4.1 In the event of inconsistency between any document forming part of this Agreement, the inconsistency shall, to the extent possible, be resolved by referring to the following categories of documents, which shall take precedence over one another in the order stated:

a) these Purchase Order Terms and Conditions;

b) the Purchase Order;

c) any document incorporated by express reference as part of this Agreement; and

d) any other terms and conditions or documents, (including the Contractor's).

5.0 SUPPLY OF GOODS OR SERVICES

5.1 In consideration of payment of the Fee, the Contractor will provide the Goods and Services to the Company.

5.2 A delivery docket must accompany all deliveries.

6.0 TERM

The Contractor must commence the Services on the date or within the period specified in the Purchase Order and continue to perform the services for the period specified in or determined in accordance with the Purchase Order.

7.0 PERFORMANCE

7.1 The Contractor will provide the Goods and Services with the due care and skill of a skilled, competent and experienced professional Contractor performing similar work to the Contractor in the same industry as the Contractor.

7.2 The Contractor will comply with all reasonable directions given by the Company.

7.3 The Contractor will comply with any health, safety and environmental requirements imposed by law, the Company or any applicable authorities (as may be amended from time to time) in providing the Goods and Services.

8.0 SUB-CONTRACTING

The Contractor must not, without the Company's prior approval, subcontract or appoint any agent or representative to perform any part of the Services.

9.0 DELIVERY

9.1 The Contractor must deliver the Goods and Services to the Delivery Point by the Delivery Date.

9.2 Unless arranged with the Company prior to delivery, the Contractor will unload the Goods and Services safely at the Delivery Point in accordance with state and federal regulations and Company procedures.

9.3 Goods and Services will not be deemed delivered until the Company has certified in writing to the Contractor that it accepts the Goods and Services.

9.4 The company will not be responsible for any cost associated with incorrect unloading or failure to comply with regulations around delivery of said Goods and Services.

10.0 INSPECTION

10.1 All Goods and Services are subject to final inspection. Such final inspection will be made within a reasonable time after the Delivery Date.

10.2 All Goods and Services are also subject to inspection and testing at all times and places, including during the period of manufacture.

10.3 The Contractor will provide all reasonable facilities and assistance for the safety and convenience of the Company's inspectors to allow them to conduct inspections.

11.0 DELAYS

If the Contractor becomes aware that it is unable to deliver Goods and Services by the Delivery Date, it must immediately advise the Company in writing of the cause and circumstances of the delay and the steps taken by the Contractor to mitigate the delay.

12.0 PASSING OF TITLE AND RISK

12.1 Unless specified otherwise, delivery terms as per Incoterms 2020 – Delivered At Place Unloaded (DPU).

12.2 Title to the Goods will pass to the Company upon the earlier to occur of payment for the Goods and Services or delivery of the Goods and Services to the Delivery Point. Transfer of title will not affect the rights of the Company under the Purchase Order.

12.3 Risk in the Goods and Services will transfer from the Contractor to the Company upon the latter to occur of completion of unloading of the Goods and Services at the Delivery Point or completion of the final inspection under clause 10.0.

13.0 WARRANTY PERIOD

13.1 During the Warranty Period, where the Goods and Services are Defective the Company may, at its sole option, reject and return the Goods and Services or request re-performance of the Goods and Services at the Contactor's expense.

13.2 Any inspection or test carried out pursuant to this clause does not relieve the Contractor from any of its responsibilities and obligations under this Agreement.

14.0 PACKAGING

All Goods and Services must be packaged in accordance with any applicable shipping and transportation standards or regulations and must conform to any relevant packaging specifications notified by the Company.

15.0 QUALITY

Goods and Services must match the description stated in the Purchase Order. All Goods supplied must be of merchantable quality, new, unencumbered and must not be Defective. The Goods and Services will comply with all applicable Australian Standards.

16.0 FEE

16.1 The Fee is firm and unalterable in all respects.

16.2 The Fee includes all costs incurred by the Contractor for supplying the Goods and Services and includes all packing, packaging, transportation, unloading and unpacking costs, taxes and compliance with all laws.

17.0 VARIATIONS TO THE WORK

17.1 The Company has the right to issue instructions to the Contractor at any time to make reasonable Variations to the Purchase Order.

17.2 The Contractor must comply with the Company's instruction without delay.

17.3 Where the Variation requires an adjustment to the total Fee, the Variation will be valued at the appropriate rates and prices included in the Purchase Order or, in the absence of any appropriate rates or prices, at a fair valuation agreed between the parties.

17.4 The Purchase Order may otherwise be varied where mutually agreed between the parties.

18.0 INVOICING

18.1 All invoices issued by the Contractor under the Purchase Order must be billed to the Company and sent directly to Accounts Payable, PO Box 437 Somerton, Vic 3062 or emailed to invoices@bild.group

18.2 All invoices and delivery notifications issued by the Contractor to the Company must include the relevant purchase order number for the Goods and Services and an adequate description of the Goods and Services.

18.3 The Company will not be liable to pay any invoice which does not comply with the requirements of this clause 18.0.

19.0 PAYMENT

19.1 Subject to satisfactory performance by the Contractor in accordance with the provisions of this Agreement, the Company will pay the Contractor within **45 days** from the end of the month in which a valid invoice is received.

19.2 The Contractor must promptly repay to the Company any amounts paid in excess of amounts due to the Contractor.

19.3 The Company may deduct from moneys due to the Contractor any money due from the Contractor to the Company including monies owing under any agreement between the Company and the Contractor.

19.4 Unless otherwise agreed by the parties, all payments to the Contractor will be made by EFT to a bank account as nominated by the Contractor.

20.0 TAXES AND OTHER EXACTIONS

20.1 The Contractor assumes exclusive liability under all laws that impose taxes and other exactions on the manufacture or sale of the Goods and Services, or any component part thereof, or on any process or labour involved therein or on any services to be rendered by the Contractor and to pay any and all such taxes except those the Company specifically agrees to pay in writing or is by law required to pay. Any taxes to be paid by the Company are to be separately stated on the invoice. Prices are not to include any taxes for which the Contractor has furnished a valid exemption certificate.

20.2 Notwithstanding the above, the Fee stated in the Purchase Order is GST exclusive unless otherwise stated. All invoices issued by the Contractor must be GST compliant tax invoices.

21.0 INTELLECTUAL PROPERTY

21.1 Any Intellectual Property Rights created during the performance of the Purchase Order shall vest exclusively in the Company or its nominee.

21.2 The Contractor warrants that Goods and Services provided under the Purchase Order do not infringe any Intellectual Property Rights of a third party.

22.0 CONFIDENTIALITY

22.1 Each party must keep confidential all Confidential Information which comes to its knowledge, either directly or indirectly, and must not disclose any Confidential Information to any person except in accordance with this Agreement or with the prior written consent of the disclosing party.

22.2 Nothing in this Agreement requires the parties to maintain the confidentiality of any Confidential Information where:

a) at the time the Confidential Information was first disclosed, the receiving Party was already in lawful possession of that Confidential Information;

b) the Confidential Information was developed independently of the disclosing Party;

c) the Confidential Information becomes generally available to the public other than as a result of the negligence of a Party or a breach of this Agreement; or

d) disclosure of the Confidential Information is required by legislation or court order and the disclosing Party has provided written notice prior to disclosing the Confidential Information.

22.3 Upon receipt of written notice from the Company, or in any event at the termination or completion of this Agreement, the Contractor must immediately return to the Company or (to the extent the Company consents) destroy, delete or erase all copies of the Confidential Information in its possession and control.

23.0 RULES, POLICIES AND PROCEDURES

The Contractor agrees that neither it nor its Associated Entities nor any Contractor Personnel will violate any of the provided Company Policies when performing work in connection with this Agreement or where the Contractor has adopted equivalent Policies will not violate such equivalent policies. In the event that the Contractor or any Associated Entity or any Contractor Personnel supply staff that work on behalf of the Company or represent the Company, the Contractor also commits that such staff will behave in a manner that is consistent with the Company Policies.

24.0 REMOVAL OF PERSONNEL FROM SITE

The Company may direct the Contractor to have removed from Site any Personnel engaged by the Contractor who, in the Company's reasonable opinion, is incompetent, grossly negligent, has breached the Company's policies or procedures, has broken the law or is not acting in the best interests of the Company.

25.0 INDEMNITY

The Contractor indemnifies the Company, its Related Bodies Corporate and Personnel, against any Loss suffered by the Company which may arise in connection with a breach of this Purchase Order by the Contractor or wilful misconduct or negligent acts or omissions of the Contractor. The Contractor's liability shall be reduced to the extent that the Company, its Related Bodies Corporate or Personnel contribute to the Loss.

26.0 INSURANCE

26.1 The Contractor must, at its expense, effect and maintain throughout the term of the Agreement, or as the Company deems reasonably necessary, each of the following insurances in relation to risks or occurrences arising, or which may arise out of the Works or the performance of the Agreement:

a) Workers' compensation and employer's liability insurances in the names of the Contractor and all sub-contractors for their respective rights and interests covering all Liabilities, whether arising under statute or common law, in relation to the death of, or injury to, employees or any person deemed to be an employee.

b) Any insurance which it considers reasonably necessary to protect it against all claims which may result from performance or non-performance of the Works.;

c) any other insurance required by law.

26.2 No provision contained in this Clause will limit the Contractors liability to indemnify the Company in accordance with the Agreement.

26.3 Before commencing the Works (and whenever renewed or varied), the Contractor must provide the Company with copies or extracts of the policies required by Clause 26.1. The Contractor 's insurances must not be varied to the detriment of the Company, cancelled or allowed to lapse.

27.0 TERMINATION FOR DEFAULT

27.1 The Company may terminate the Purchase Order immediately if the Contractor:

a) materially breaches this Agreement and fails to remedy the breach within 14 days of the Company giving notice in writing to the Contractor requiring the rectification of such breach; or

b) the Contractor suffers or, in the reasonable opinion of the Company, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy; or

c) commits any breach of applicable law

27.2 Any termination of this Purchase Order by either Party does not affect any accrued right of either Party.

28.0 SEVERABILITY

If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the Company and the Contractor will negotiate an equitable adjustment of that provision with a view to continued performance under this Agreement insofar as is practicable and the validity or enforceability of the remaining provisions of these Purchase Order Terms and Conditions will not be affected.

29.0 ENTIRE AGREEMENT

29.1 Subject to clause 29.2 this Purchase Order constitutes the entire agreement between the parties in relation to the purchase of Goods and/or Supply of Services under the Purchase Order, and it supersedes any prior agreements, negotiations or representations by the Parties.

29.2 If this Purchase Order is issued under a formal contract (eg standing offer), then the terms of that contract take priority over these terms and conditions.

30.0 GOVERNING LAW

This Purchase Order is governed by and construed and enforced in accordance with the laws of the state of Victoria.

31.0 LIMIT OF LIABILITY

Each party's maximum aggregate liability to the other under this Purchase Order, whether under contract, in tort (including negligence), under any indemnity or otherwise at law or in equity, shall be limited to the higher of the Fee, or an amount recoverable by insurances required under clause 26 of this Purchase Order Terms and Conditions.

32.0 SUBCONTRACT AGREEMENT

The Terms and Conditions of this Purchase Order will be superseded immediately upon the execution by the parties to this Purchase Order of any subsequent agreement, contract or subcontract. The responsibilities of both parties will then be as if the works under this Purchase Order had originally commenced under the Subcontract.

33.0 MODERN SLAVERY

The Contractor warrants that:

a) it complies with and will continue to comply with all applicable Modern Slavery Laws;

b) it has thoroughly investigated its labour practices, and those of its subcontractors and direct suppliers, to ensure that there is no Modern Slavery used anywhere in its operations or supply chain or in the operations or supply chain of any of its subcontractors or direct suppliers;

c) it has put in place all necessary processes, procedures, investigations and compliance systems to ensure that it can provide the warranties under this clause at all relevant times; and it has taken, and will take in the future, all necessary actions and investigations to validate the warranties provided under this clause.

34.0 HEAVY VEHICLE NATIONAL LAW AND REGULATIONS

The Contractor warrants that:

a) it complies with and will continue to comply with all applicable Heavy Vehicle National Law and Regulations;

b) it has thoroughly investigated its practices, and those of its subcontractors and direct suppliers, to ensure compliance with HVNL;

c) it has put in place all necessary processes, procedures, investigations and compliance systems to ensure compliance with HVNL

d) with reasonable written notice to the Subcontractor, Audits of processes and procedures may be undertaken by the Company.