

PURCHASE ORDER TERMS AND CONDITIONS

1. APPLICATION OF TERMS AND CONDITIONS

These terms and conditions apply to the supply of goods and/or services described in any purchase order issued by Greyhound Racing Victoria (**Purchaser**) to the person specified in the Purchase Order as the **Supplier** (referred to as the **Order**). The Supplier is bound by these terms and conditions when the Supplier accepts this Order or confirms that it is able to supply the goods and/or services. The nature of the services, fees and other relevant details are in the Order. These terms and conditions supersede all other documentation (including quotes, previous orders, and any terms and conditions issued by the Supplier on any previous or subsequent invoice or any other documentation of the Supplier) which relate to the provision of the goods and/or services set out in this Order. Any date the Supplier must deliver the goods and/or services by is also set out in the Order together with the period for which any services will be provided (duration). If no duration is specified, the Supplier will continue to provide the services until this Order is cancelled or completed as set out in these terms and conditions.

2. TITLE AND RISK

Title to and the risk in any goods ordered pursuant to this document will pass to the Purchaser after the goods have been accepted by the Purchaser.

3. INSPECTION AND REJECTION

Goods delivered in accordance with this Order are deemed accepted when they have been inspected by an authorised representative of the Purchaser and not rejected, or the Purchaser otherwise determines the goods can be used without inspecting them. Acknowledgement of delivery by or on behalf of the Purchaser will not constitute acceptance of the goods for the purposes of these terms and conditions. The Purchaser may reject any goods, even after they have been accepted, if they are defective or are not in accordance with the Purchaser's specifications or are not fit for the purpose for which the Purchaser purchased them. Any payment made for goods prior to inspection will not constitute acceptance and the Supplier must refund to the Purchaser any payment made in respect of goods (including transportation costs) immediately on receipt of advice of rejection. Rejected goods will be held entirely at the risk of the Supplier. Rejected goods must be removed by and at the expense of the Supplier within 7 days of the Supplier being notified of the rejection. If the Supplier fails to remove the goods then the Purchaser may do so, at the Supplier's cost.

4. DELIVERY

(i.) Supplier must deliver the goods as specified in this Order and the Purchaser will not be required to accept or pay for quantities of goods in excess of that set out in this Order. The Purchaser accepts no responsibility for any goods delivered to locations other than those specified on this Order.

(ii.) Unless otherwise agreed in writing, all goods must be Delivered Duty Paid (DDP) to nominated delivery point. The Supplier will bear all costs for delivering and insuring the goods under a goods in transit policy with a reputable insurer authorised under Australian law.

(iii.) All goods delivered must be accompanied by a delivery docket detailing the official Order number, and/or an advance shipping notice (if requested by the Purchaser), the description and quantity of goods, and any other information required by the Purchaser.

5. INTELLECTUAL PROPERTY RIGHTS

(i.) All rights (including intellectual property rights such as copyright, trade marks and any other rights usually included in this definition) in all materials (including documents, drawings, specifications and data) provided by the Purchaser to the Supplier will continue to be owned by the Purchaser and must not be disclosed or used by Supplier except as required by this Order.

(ii.) The Supplier assigns to the Purchaser all intellectual property rights created or developed by or on behalf of the Supplier to meet the Purchaser's requirements under the Order, or otherwise in the course of providing the goods and/or performing the services (**Developed IP**).

(iii.) To the extent that the Supplier is not the owner of the Developed IP, the Supplier must procure, at Supplier's cost, that the owner license the Developed IP (or part thereof) to the Purchaser on a royalty free, perpetual, irrevocable, sub licensable and transferable basis to the extent required to enable the Purchaser to use and have the full benefit of the relevant goods and/or services.

(iv.) The Supplier may only use, disclose, copy or reproduce the Developed IP for the purposes of providing the goods and/or performing the services under this Order.

(v.) Any intellectual property rights incorporated in the goods or used in the services which are not Developed IP are licensed to the Purchaser on a royalty free, perpetual, irrevocable and transferable basis to the extent required to use and have the full benefit of the relevant goods and services (and the Purchaser may sublicense these rights).

6. CANCELLATION

(i.) The Purchaser may cancel this Order or any part of this Order for convenience at any time by providing the Supplier with 48 hours notice. Where the Purchaser cancels this Order for convenience under this clause, the Purchaser will pay the Supplier the price for the goods and/or services provided by the Supplier under this Order up to the date of cancellation.

(ii.) The Purchaser may cancel this Order or any part of this Order if the Supplier does not make deliveries strictly in accordance with the delivery schedule, commits any breach of the terms of this Order, becomes insolvent, is unable to pay its debts when due and payable, or commits an act of bankruptcy or has a liquidator, receiver or official manager appointed to it or if the Supplier ceases or indicates that it is about to cease carrying on business. This right of cancellation is in addition to any other remedies which the Purchaser may have in law or equity.

(iii.) On completion or other cancellation of this Order the Supplier must immediately return to the Purchaser, or destroy (at the Purchaser's option) all copies of the Purchaser's materials (including materials containing Developed IP and all confidential information) and must not make any further use of such materials without the Purchaser's prior written consent.

7. LIABILITY

(i.) The Supplier warrants to the Purchaser that:

(a.) all goods supplied pursuant to this Order are of merchantable quality, of good material and workmanship, reasonably fit for their intended purpose and are free from defects;

(b.) replacement parts of the goods are and will continue to be available for a period of five years (or such other period as agreed by the parties) from the date of delivery and that the Supplier will provide at least 12 months' notice of any replacement parts being made obsolete;

(c.) the Supplier has the right to sell the goods and the goods are free from any charge, encumbrance or other security interest;

(d.) the goods will be free from defects for 12 months from acceptance or for the period offered by the manufacturer (if longer);

(e.) all services set out in the Order will be performed with due care and skill, by suitably qualified personnel, to a high standard and in a timely and efficient manner; and

(f.) all work carried out in the provision of the goods and/or services will be in accordance with all applicable laws, rules and regulations.

8. INSURANCE

The Supplier must effect and maintain for the duration of this Order public liability insurance for an amount, in respect of any one occurrence, of not less than \$5 million and such other insurances as notified by GRV to the Supplier. Upon request, the Supplier must provide proof that the insurance required by this Order has been effected and maintained.

9. VARIATION

These terms and conditions will not be subject to modification or alteration unless they are in writing and signed by a duly authorised representative of the Purchaser.

10. WAIVER

A waiver by the Purchaser in respect of a breach of this document by the Supplier shall not be deemed to be a waiver in respect of any other breach and failure of the Purchaser to enforce at any time a provision of this document shall not be interpreted as a waiver of such provision.

11. MAINTENANCE

All obligations in respect of maintenance of goods supplied and claims made under warranties are owed to, and must be enforceable by the Purchaser.

12. COMPLIANCE AND REGULATIONS

The goods and/or services must comply with all laws and relevant statutory requirements and standards, e.g. ISO 9000 and/or Australian Standards. The onus rests with the Supplier to provide evidence of compliance.

13. DOCUMENTATION

All equipment must be supplied with two copies of full operating instructions in English together with all necessary instructions for routine maintenance and service so as to ensure safe and effective use of the equipment, including electrical circuits, schematic diagrams and service manuals. If a maintenance or warranty period is to be provided by the Supplier details must be provided. If the equipment must be commissioned on site by the Supplier to give effect to the warranty, this must be stated. If the equipment being supplied must be installed, the Supplier must provide all necessary details to allow that installation to occur and must specify what part(s) (if any) of the installation is included in the quoted price. All goods must be supplied with Material Safety Data Sheets (where appropriate).

14. PRICE

In return for the provision of goods and/or services, the Purchaser must pay the Supplier the price stated on this Order within 30 days (or such other period as agreed by the parties) after the end of the month in which a valid tax invoice is received from the Supplier provided that the relevant goods and services have been fully and properly provided in accordance with these terms and conditions. No variation to the price will be accepted without the prior approval of a duly authorised representative of the Purchaser. The Purchaser may set off any amounts owed to Supplier under an Order against any amounts owed by Supplier to Purchaser.

15. GST

(i.) Terms used in this clause have the same meaning as those terms in *A New Tax System (Goods and Services Tax) Act 1999*.

(ii.) The Purchaser must pay the Supplier any GST payable in respect of the goods and/or services supplied in addition to the stated price.

(iii.) The Purchaser must pay to the Supplier any amount of GST that the Purchaser is required to pay at the same time and in the same manner as the Purchaser is required to pay the consideration for the supply to which the GST relates.

(iv.) The Supplier must issue a tax invoice in the format required by the Purchaser and the law to the Purchaser for the supply. The tax invoice must set out the amount of the GST payable by the Purchaser.

(v.) The Supplier warrants that it is registered or will be registered for Australian Business Number and for GST purposes at each time a taxable supply is made.

(vi.) The Supplier indemnifies the Purchaser for any loss it suffers as a result of the Supplier not being registered for GST and/or Australian Business Number purposes. On request by the Purchaser the Supplier must produce evidence that it is so registered.

16. CONFIDENTIALITY

(i.) The Supplier must not, and must ensure that its employees, agents and contractors do not, disclose to any person, without the prior approval of the Purchaser:

a. the contents of this Order; or

b. any information acquired by the Supplier, its staff or its contractors concerning the provision of goods and/or services under this Order or any other Order (including the materials referred to in Clause 5(i.)); or

c. any information regarding the Purchaser generally, including without limitation, the Purchaser's financial, corporate and business information and information regarding its systems, procedures, staff or activities and any other information which is specified as confidential or is, by its nature, confidential, except as required by law.

(ii.) The Supplier must ensure that its sub-contractors agree to abide by the provisions of this clause.

(iii.) The obligations imposed by this clause will survive the expiry or termination of this Order.

17. NO PUBLIC COMMENT

The Supplier will not (and will ensure that its directors, employees and contractors do not) make any public comment, representation or claim concerning greyhound racing, the GRV, its clubs and any person involved in the management or administration of GRV or its clubs (including in any publication, on the internet and in any social media) without the prior approval of GRV.

18. ASSIGNMENT

The Supplier may only assign any of its rights under this Order with the Purchaser's prior written consent.

19. GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Victoria and any proceeding shall be heard at a location in Victoria deemed appropriate by the Purchaser.