

## General Purchasing Terms & Conditions

### 1 DEFINITIONS

In these terms and conditions:

- a) **“Confidential Information”** means all information disclosed by or on behalf of the Principal to the Supplier in connection with the Contract or created using that information, which is confidential in nature or designated as confidential, or which a reasonable person receiving the information would realise is sensitive or confidential, and all information to the extent it is derived from that information. However, Confidential Information does not include any information which:
  - i. is or becomes public, except through breach of a confidentiality obligation;
  - ii. the Supplier can demonstrate was already in its possession or was independently developed by the Supplier; or
  - iii. the Supplier receives from another person on a non-confidential basis except through a breach of a confidentiality obligation;
- b) **“Contract”** means the contract between the Principal and Supplier comprising the Purchase Order, these General Purchasing Terms and Conditions and any other documents described in the Purchase Order as forming part of the Contract. Where the Purchase Order is issued under an existing contract with the Supplier, the Contract is defined by the documents contained within that existing contract and the Purchase Order, with the order of precedence between documents being determined in accordance with the existing contract;
- c) **“Goods”** means tangible items described in the Purchase Order;
- d) **“GST Law”** means the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- e) **“Laws”** includes:
  - i. acts, ordinances, regulations, laws, by-laws, codes, policies, orders, industrial instruments (including awards) and proclamations applicable to Contract or supply of the Goods and/or Services;
  - ii. approvals, consents, certificates, licences and other notices, orders, directions and requirements of authorities; and
  - iii. the National Construction Code (which includes the Building Code of Australia), Australian Standards and other relevant standards or codes;
- f) **“Modern Slavery”** is as defined under the *Modern Slavery Act 2018* (Cth);
- g) **“Personnel”** means the employees, officers, agents, consultants and contractors of a party but, in respect of the Principal, does not include the Supplier or the Supplier’s Personnel;
- h) **“Principal”** means the Far North Queensland Ports Corporation Limited trading as ‘Ports North’;
- i) **“Purchase Order”** means the order issued by the Principal to the Supplier for the supply of the Goods and/or Services;
- j) **“Services”** means the Services described in the Purchase Order;
- k) **“Site”** means the location specified in the Contract for the supply of Goods and/or Services;
- l) **“Subcontractor”** means any subcontractor engaged by the Supplier to provide any part of Goods and/or Services, including consultants and other contractors; and
- m) **“Supplier”** means the supplying entity named on the Purchase Order.

### 2 SUPPLY OF GOODS AND/OR SERVICES

- 2.1 The Supplier must supply to the Principal the Goods and/or Services in accordance with the Contract.
- 2.2 The Contract continues until the Goods are delivered and/or the Services are performed, or on the expiry date specified in the Purchase Order (if applicable) unless terminated earlier in accordance with the Contract. This clause does not diminish the warranties under this Contract.
- 2.3 To the extent the Supplier’s terms and conditions are supplied with the Goods and/or Services (including as printed on consignment notes or other documents), the parties agree that those terms and conditions will not apply to the delivery or provision of the Goods and/or Services. The Contract constitutes the entire and final agreement between the parties.
- 2.4 The Supplier must, in supplying the Goods and/or Services:
  - a) not interfere with the Principal’s activities or the activities of any other person at the Site;
  - b) be aware of and comply with, and ensure that the Supplier’s Personnel are aware of and comply with, all Site standards and procedures, to the extent that they are applicable to the supply of the Goods and/or Services; and
  - c) ensure that the Supplier’s Personnel entering the Site perform in a safe manner and do not prejudice safe working practices or cause damage to property.
- 2.5 Prior to the Supplier commencing any activity on a Ports North Site, the Supplier must comply with the Principal’s Contractor Management procedures found on the Ports North website ([www.portsnorth.com.au](http://www.portsnorth.com.au)).
- 2.6 The Supplier must comply with:
  - a) all Laws;
  - b) all lawful directions or instructions given by the Principal, or any person authorised by Law to give directions to the Supplier;
  - c) any reasonable request by the Principal to provide to the Principal any reasonable information or assistance; and
  - d) provide all such information and assistance as the Principal reasonably requires in relation to any Laws or legal matter associated with the supply of the Goods and/or Services.
- 2.7 The Supplier must cooperate and coordinate with other service providers and occupants at the Site.
- 2.8 Unless the Principal agrees otherwise in writing, the Supplier must effect from the date of the Contract the following insurances:
  - a) Public and products liability insurance of \$20 million per occurrence until completion of the Supplier’s obligations under the

Contract;

- b) Professional indemnity insurance in the amount of \$5 million in the annual aggregate (with one automatic reinstatement) where the Supplier provides any design, specification or other professional services in connection with the Purchase Order, until at least 7 years after completion of the Supplier's obligations under the Contract;
  - c) Workers compensation insurance as required by law; and
  - d) Plant, Material and Goods insurance (including transit insurance) in respect of any plant, equipment, material or Goods supplied under or used in connection with the Contract.
- 2.9 Evidence of all policies of insurance required to be maintained by the Supplier must be provided to the Principal when requested.
- 2.10 The Supplier must not vary the Goods and/or Services without a written direction from the Principal expressly stating that the direction is a variation.

### **3 SUBCONTRACTING**

- 3.1 The Supplier must not subcontract any part of its obligations without the Principal's prior written consent.
- 3.2 The Principal will not unreasonably withhold consent, and consent may be subject to reasonable conditions.
- 3.3 Subcontracting will not relieve the Supplier from any of its liabilities and obligations under the Contract. The Supplier is responsible for the acts, omissions and defaults of its Subcontractors.

### **4 DELIVERY OF GOODS**

- 4.1 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage, and to enable appropriate handling at the Site.
- 4.2 Where reasonably required, Goods must be delivered on non-returnable pallets which comply with relevant Australian Standards.
- 4.3 The Supplier must unload the Goods from the delivery vehicle with its own equipment at a location directed by the Principal.
- 4.4 All Goods must be accepted as delivered by the Principal.
- 4.5 Delivered Goods must be marked with the Purchase Order number, Purchase Order item number and description.
- 4.6 If the Supplier fails to comply with clauses 4.1 to 4.5, the Principal may notify the Supplier in writing and the Supplier must within the time reasonably directed by the Principal rectify or resupply the relevant Goods and/or Services so that they comply with clauses 4.1 to 4.5.
- 4.7 If the Supplier does not comply with clause 4.6 within the required time, the Principal may refuse to accept delivery of the Goods and/or cancel the Purchase Order.

### **5 TIMING**

- 5.1 Goods - The Supplier must deliver the Goods by the delivery date stated in the Purchase Order or as otherwise agreed.
- 5.2 Services - The Supplier must commence supply of Services on the commencement date and complete the Services by the completion date, each as stated in the Purchase Order.
- 5.3 The Supplier will promptly, and in any case within 7 days, notify the Principal if it believes it will not be able to meet any delivery date or other timeframes specified in the Contract.
- 5.4 If the Supplier is critically delayed in supplying the Goods and/or Services by the time stated in the Purchase Order solely because of:
  - a) an act or omission of the Principal or its Personnel that is not permitted by or in accordance with the Contract; or
  - b) any other event or circumstance which the Purchase Order provides will entitle the Supplier to an extension of time, then the Principal will grant a reasonable extension of time.

The Principal may also, at any time and for any reason, grant an extension of time, whether or not the Principal is required to do so under clause 5.4. The Principal is not obliged to exercise this right for the benefit of the Supplier.

- 5.5 Despite anything else, the Supplier is not be entitled to any monetary compensation in connection with any delay or disruption to or prolongation of the performance of its obligations under the Contract.

### **6 TITLE AND RISK**

- 6.1 Title in Goods passes to the Principal upon payment for those Goods.
- 6.2 Risk in Goods passes to the Principal when the Principal accepts delivery of those Goods at the Site.

### **7 PRICE**

- 7.1 The Contract price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or Services, including all charges for packing, insurance, delivery and unloading of the Goods and the cost of any items used or supplied in the performance of the Services.
- 7.2 Unless expressly stated otherwise, all prices, sums of money and payments made under the Contract are in Australian currency.
- 7.3 The price is inclusive of all taxes and duties, except GST.

### **8 GST**

Unless expressly stated otherwise, all amounts payable under this Contract are GST exclusive. If GST is payable on a supply under the Contract, the Principal must pay to the Supplier an amount equal to the GST as specified in a valid tax invoice. Terms used in this clause have the same meanings as in the GST Law.

### **9 INVOICING**

- 9.1 The Supplier may issue a valid tax invoice to the Principal at the times or milestones stated in the Purchase Order (or, if none are stated, after delivery of Goods and/or Services).
- 9.2 The tax invoice must include adequate information for the Principal to verify that the invoice is accurate, including the Purchase Order number and description of the Goods and/or Services, and be accompanied by supporting documentation reasonably requested by the Principal.
- 9.3 The Principal will pay each valid tax invoice within thirty (30) calendar days of receipt by the Principal, unless different payment terms are specified in the Purchase Order.

- 9.4 Without limiting its other rights or entitlement under the Contract or otherwise at law, the Principal may set-off and deduct from any amount due to the Supplier any amount:
- due from the Supplier to the Principal; or
  - the subject of a bona fide claim by the Principal against the Supplier.

## 10 QUALITY

- 10.1 The Supplier must ensure that the Goods and/or Services:
- comply with and satisfy the Contract;
  - are supplied in accordance with, and comply with, Laws;
  - comply with and satisfy any commitments made or samples or demonstrations given by the Supplier during the offer or negotiation process;
  - are of a high quality; and
  - and are fit for their usual purpose and any other purpose stated in, or reasonable ascertainable from, the Contract.
- 10.2 The Supplier must ensure the Goods are new, of merchantable quality and accord with any applicable manufacturers' requirements.
- 10.3 The Supplier must ensure the highest quality of work and provide the Services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a competent and experienced provider of services that are similar to the Services.
- 10.4 If, in the reasonable opinion of the Principal, the Goods and/or Services do not comply with the Contract, the Principal may notify the Supplier in writing and the Supplier must, within the time reasonably directed by the Principal, rectify, make good or resupply the relevant Goods and/or Services so that they comply with the Contract.
- 10.5 If the Supplier fails to comply with Clause 10.4 within the time required, the Principal may:
- have the Goods and/or Services rectified, made good, re-supplied or re-performed by others, and the Supplier must pay the Principal, as a debt immediately due and payable, any costs or expenses suffered or incurred by the Principal in doing so; or
  - reject the Goods and/or Services, and the Supplier must refund to the Principal any payment made for the rejected Goods and/or Services and pay to the Principal, as a debt immediately due and payable, any costs or expenses suffered or incurred by the Principal in returning the rejected Goods and/or Services.

## 11 TERMINATION

- 11.1 The Principal may terminate the Contract immediately on written notice if:
- a Conflict of Interest exists or arises and has not been, or in the Principal's reasonable opinion cannot be, resolved to the Principal's reasonable satisfaction;
  - the Supplier ceases business or indicates that it is unwilling or unable to complete the Contract;
  - the Supplier breaches the Contract and has not remedied the breach, or made other arrangements to the Principal's reasonable satisfaction, within a reasonable period nominated in written notice by the Principal (which must not be less than 7 days);
  - the Supplier is or becomes insolvent, except if the stay on enforcing rights under Part 5.1 of the *Corporations Act 2001* (Cth) applies;
  - the Supplier is involved with collusive, anti-competitive or similar conduct in connection with the Contract; or
  - the Supplier or one of its Personnel has been or is convicted of being a participant in a criminal organisation or of an offence under the *Criminal Code in the Criminal Code Act 1899* (Qld).
- 11.2 Upon termination of the Contract under clause 11.1, the Principal may recover from the Supplier any loss or damage suffered by the Principal as a result of the termination. If the cost incurred by the Principal in procuring replacement Goods and/or Services is greater than the amount which would have been paid to the Supplier if the Supplier had supplied the Goods and/or Services, the difference will be a debt due and payable from the Supplier to the Principal.
- 11.3 The Principal may at any time, by 30 days written notice, terminate this Contract to exercise, advance or protect any legitimate interest of the Principal, including as a consequence of:
- changes in policy;
  - withdrawal, reduction or reallocation of funding;
  - changes in operational or commercial priorities or objectives; or
  - any act or decision legitimately made by the Principal in its capacity as a government owned corporation.
- 11.4 If the Principal terminates under clause 11.3, it will pay the Supplier:
- for Goods and/or Services supplied prior to the date of termination, the amount which would have been payable had the Contract not been terminated and the Supplier had delivered an invoice on the date of termination;
  - the cost of materials reasonably ordered by the Supplier for the supply of the Goods and/or Services, which the Supplier is liable to accept, but only if the materials become the unencumbered property of the Principal upon payment; and
  - costs reasonably incurred by the Supplier in the expectation of completing the Contract and not included in any payment by the Principal.
- 11.5 Except as set out in clause 11.4, the Principal will not be liable upon any claim in connection with the exercise by the Principal of its rights under this Clause 11.3. In no circumstances will the compensation payable as a consequence of termination under clause 11.3 exceed the price that would have been payable if the Contract had not been terminated and the Supplier had completed the supply of the Goods and/or Services in accordance with the Contract.
- 11.6 Termination of the Contract does not affect the accrued rights and remedies of the parties. This clause 11 does not affect the parties' rights at law, in equity or under statute.

## 12 PRODUCT AND SERVICE WARRANTIES

- 12.1 The Supplier must transfer or novate to the Principal any manufacturer's warranty upon the passing of the title of the Goods and/or Services to the Principal. The Supplier must inform the Principal if such transfer or novation cannot be effected, and use its best endeavours to assign to the Principal the benefit of any manufacturer's warranty.
- 12.2 If, during the warranty period specified in the Contract or the manufacturer's warranty, any of the Goods and/or Services are found not to comply with the Contract, the Supplier must assist the Principal with contacting the manufacturer to:
- repair or replace the defective Goods; or
  - reperform or make good the defective Services.
- 12.3 If the manufacturer does not agree to provide the remedies under clause 12.2 because the Goods and/or Services were defective due to the act, default or omission of the Supplier, then the Supplier must provide the remedies under clause 10.4.

### 13 INTELLECTUAL PROPERTY

The Supplier:

- grants the Principal an irrevocable and royalty-free licence to use any intellectual property connected with the Goods, Services or Contract for any of the Principal's purposes; and
- indemnifies the Principal against any loss or liability arising from any actual or alleged infringement of intellectual property in connection with the Goods, Services or Contract.

### 14 PRIVACY

- 14.1 The Supplier must, in relation to any personal information in connection with the Contract, comply with the Australian Privacy Principles in the *Privacy Act 1988* (Cth), and immediately notify the Principal on becoming aware of a breach of this clause or any unauthorised access, use, modification, disclosure or other misuse of any personal information.
- 14.2 The Supplier acknowledges that, in accordance with the Contract, the Principal and the QGP:
- will collect information for the purposes of administering the Contract that may contain personal information which will be used in accordance with the Contract and may be disclosed to the Principal, the QGP and agents, consultants, or other contractors engaged by the Principal; and
  - may collect information containing personal information for the purposes of determining the Supplier's compliance with the Queensland Procurement Policy, the Procurement Assurance Model and the Queensland Government Supplier Code of Conduct which may be disclosed to a Government Department or Instrumentality for compliance purposes,
- but will not be disclosed to any other third party without the Supplier's consent unless authorised or required by law or in the Contract.
- 14.3 The Principal may in writing request the Supplier to comply with privacy and security measures under the *Information Privacy Act 2009* (Qld) and the *Right to Information Act 2009* (Qld).
- 14.4 Nothing in this clause is intended to limit any obligation of the Supplier under the *Information Privacy Act 2009* (Qld) or *Privacy Act 1988* (Cth) (as applicable).

### 15 INDEMNITIES

- 15.1 To the extent not prohibited by law, the Supplier must indemnify and make good the Principal against any claim, loss, damage, cost, expense or penalty arising from:
- infringement of intellectual property rights by the Supplier or its Personnel;
  - any breach of this Contract by the Supplier; and
  - personal injury, death, disease or illness (including mental illness) or loss of, or damage to, or loss of use of, any property arising out the performance of, or failure to perform, the Supplier's obligations under this Contract.
- 15.2 Any indemnity given by the Supplier under this Contract will be reduced proportionally to the extent that an act or omission of the Principal or its Personnel caused or contributed to the claim, injury, death, loss or damage or the Principal failed to take reasonable steps to mitigate its cost, expense, damage or loss.

### 16 CONFLICTS OF INTEREST

- 16.1 The Supplier warrants that neither it or its Personnel, to the best of its knowledge and belief having made reasonable enquiries, have a conflict of interest in the performance of the Contract.
- 16.2 If a conflict of interest arises during the performance of the Contract, the Supplier must notify the Principal immediately and advise the proposed remedy to the conflict of interest.

### 17 LOCAL BENEFITS

The Principal expects the Supplier to support local businesses by sourcing equipment, materials and services from suppliers based locally to the Site. The Supplier must give, and must ensure that its Subcontractors give, local workforces and local suppliers opportunity to supply labour, services, materials, plant, machinery, equipment and other items for the Goods and/or Services. 'Local workforces' and 'local suppliers' are defined by the Queensland Government's Queensland Procurement Policy 2026.

### 18 CONFIDENTIALITY AND INFORMATION SECURITY

- 18.1 The Supplier must not use or disclose or otherwise make available any Confidential Information to any person except to its Personnel on a need-to-know basis to perform the Contract.
- 18.2 The Supplier acknowledges that the Principal may assess, manage, classify and control information in accordance with the Queensland Government Information security classification framework (QGISCF), Information and cyber security policy (IS18), Information Security Manual and other applicable requirements, as amended or replaced from time to time.
- 18.3 The Supplier must, to the extent applicable to the classification level of information directed by the Principal from time to time:
- comply with the QGISCF, IS18 and Information Security Manual and other applicable requirements;
  - store, handle, control, archive and dispose of information as directed by the Principal;
  - provide such cooperation, assistance and information as the Principal directs to enable the Principal to comply with the

QGISCF, IS18 and Information Security Manual or other applicable requirements; and  
d) cooperate in any review of compliance by the Principal, the Supplier or its Personnel.

## **19 CYBER SECURITY RISK MANAGEMENT**

19.1 The Supplier must:

- a) maintain effective cyber security measures to protect all information from unauthorised access, use, copying or disclosure;
- b) notify the Principal immediately in writing if the Supplier becomes aware of any possible or actual breach of this Clause 19 take all reasonable steps required to prevent or stop that breach, at the Supplier's own expense, and
- c) reasonably assist the Principal in connection with any action or investigation regarding any possible or actual unauthorised disclosure or misuse of information.

## **20 QUEENSLAND GOVERNMENT SUPPLIER CODE OF CONDUCT AND PROCUREMENT ASSURANCE MODEL**

20.1 The Supplier warrants that it:

- a) will comply with the Queensland Government Supplier Code of Conduct;
- b) will comply with the Procurement Assurance Model referred to in Part 3 of the Queensland Procurement Policy 2026, including any additional requirements relating to the Procurement Assurance Model as published from time to time; and
- c) is not suspended on the Queensland Government Procurement Assurance maintained by Queensland Government Procurement.

20.2 The Supplier must immediately notify the Principal upon any possible or actual breach of Clause 20.

20.3 Without limiting anything else, a breach of Clause 20.1a) is a substantial breach of Contract, including for the purpose of Clause 11.1.

20.4 The Supplier agrees to provide all information reasonably requested, and participate in any audit or investigation, by the Principal or any Government department or instrumentality relating to compliance by the Supplier or any of its Subcontractors with Clause 20.

20.5 The Supplier acknowledges that a failure to comply with the Queensland Government Supplier Code of Conduct, the Procurement Assurance Model and the Principal's policies that apply to the Contract may result in the imposition of consequences for unmet commitments as outlined in the Procurement Assurance Model, including suspension on the Queensland Government Procurement Assurance Portal, in addition to any other remedies available to the Principal under this Contract.

## **21 PPSA**

21.1 Unless otherwise defined, terms used in this clause 21 have the meanings given to them in the *Personal Property Securities Act 2009* (Cth) (**PPSA**).

21.2 If the Principal determines this Contract gives rise to a security interest, the Supplier must do anything the Principal reasonably directs to enable the Principal to register, perfect or otherwise exercise any rights in connection with that security interest.

21.3 The Principal is not required to give any notice under the PPSA unless the notice is required by the PPSA to be given even though the parties have waived the right to receive notice.

21.4 The Supplier must not register, perfect or enforce, or allow another party to register, perfect or enforce, a security interest that is inconsistent with the terms of this Contract.

21.5 Neither party will disclose information of the kind mentioned in section 275(1) of the PPSA and the Supplier will not authorise, and will ensure that no other party authorises, the disclosure of such information.

## **22 Modern Slavery**

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its supply chain, have not been convicted of any offence involving Modern Slavery. The Supplier must immediately notify the Principal if it becomes aware of any actual, potential or perceived Modern Slavery in its operation or its supply chain. The Supplier warrants that it and its supply chain will conduct their business in a manner so as to reduce the risk of Modern Slavery in their operations and supply chains.

## **23 SUPPLIER INFORMATION**

The Supplier warrants that all representations, warranties, declarations, statements, information and documents made or provided by the Supplier (including its Personnel) in connection with the Contract are complete, accurate, up to date and not misleading in any way.

## **24 WARRANTIES ARE ONGOING**

The warranties in this Contract are provided as at the date of the Contract and on an ongoing basis. The Supplier warrants that it will immediately notify the Principal if it becomes aware that any warranty made in this Contract was or becomes inaccurate, incomplete, out of date or misleading in any way.