

1. Application of Terms and Condition

- a) These terms and conditions as amended or added to by the Special Conditions (if any) apply to the supply of goods and/or services described in any purchase order issued by Paper Australia Pty Ltd ABN: 63 061 583 533 of 307 Ferntree Gully Road, Mount Waverley, Victoria, 3149 (**Opal Australian Paper**) to the person specified in the purchase order as the Supplier (**Order**).
- b) The Supplier is bound by these terms and conditions when the Supplier accepts the Order or confirms that it is able to supply the goods and/or services specified in the Order (**Goods and Services**).
- c) These terms and conditions as amended or added to by the Special Conditions (if any) 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 the Order.
- d) This agreement consists of the terms and conditions in the body of this document.
- e) For the avoidance of doubt, if there is any inconsistency between the Special Conditions and any other part of these terms and conditions, these terms and conditions will prevail to the extent of the inconsistency.

2. Title and Risk

- a) Title in any Goods passes to Opal Australian Paper on delivery of such Goods to the location specified in the Order (**Site**) or upon payment for the Goods by Opal Australian Paper, whichever occurs first.
- b) Risk of damage to, or loss of, such Goods passes to Opal Australian Paper on acceptance of such Goods.
- c) Risk of damage to, or loss of, any Goods that are collected by the Supplier from Opal Australian Paper for repair or replacement passes to the Supplier on collection of such Goods and will remain with the Supplier

until the Goods are returned to Opal Australian Paper.

3. Delivery

- a) The Supplier must deliver the Goods to the Site by the times specified in the Order and Opal Australian Paper will not be required to accept or pay for quantities of Goods in excess of that set out in the Order. Opal Australian Paper accepts no responsibility for any Goods delivered to locations other than those specified in the Order.
- b) Unless otherwise agreed in writing, all Goods must be Delivered Duty Paid (**DDP**) to the 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.

4. Acceptance and Rejection

- (a) Goods delivered in accordance with the Order are deemed accepted when they have been inspected by an authorised representative of Opal Australian Paper and not rejected, or Opal Australian Paper otherwise determines the Goods can be used without inspecting them. Acknowledgement of delivery by or on behalf of Opal Australian Paper will not constitute acceptance of the Goods for the purposes of these terms and conditions.
- (b) Opal Australian Paper may reject any Goods, if they are defective or are not in accordance with Opal Australian Paper's specifications or are not fit for the purpose for which Opal Australian Paper purchased them.
- (c) Any payment made for Goods prior to inspection will not constitute acceptance and the Supplier must refund to Opal Australian Paper any payment made in respect of Goods (including transportation costs) immediately on receipt of advice of rejection.
- (d) Rejected good will be held entirely at the risk of the Supplier. Rejected goods must be removed by

and at the expense of the Supplier within seven (7) days of the Supplier being notified of the rejection. If the Supplier fails to remove the goods then Opal Australian Paper may do so, at the Supplier's cost.

5. Dangerous Goods

Goods identified as "Dangerous" in the Australian Code for Transport of Dangerous Goods by Road and Rail or by the relevant State or Territory Authorities, must be labelled, manifested and accompanied by an Emergency Procedure Guide according to the relevant State regulations covering transport of dangerous goods.

6. Site

- (a) Suppliers and couriers will be required to undertake a site induction before access to the Site will be allowed. Suppliers will be required to obtain a visitor's pass each time they come to Site. Other site restrictions and requirements will be addressed at the Site induction, or as otherwise notified to the
- (b) The Supplier must comply with any instructions, policies, procedures and requirements of Opal Australian Paper (or a third party acting under Opal Australian Paper's authority) relating to:
 - (i) access and use of the Site(s);
 - (ii) access and use of any equipment, facilities, hardware, software and other items on Site(s) or provided to the Supplier (including any security policies); and
 - (iii) occupational health and safety.
- (c) The Supplier must take reasonable care not to damage any property or injure any person in providing the Goods.
- (d) The Supplier agrees to comply with all legislative requirements relating to occupational health and safety including, but not limited to, the Occupational Health and Safety Act 2004 (Vic), the Occupational Health and Safety Regulations 2017 (Vic) and all relevant standards, codes of practice and compliance codes.

7. Fees and Payment Terms

- (a) In return for the provision of Goods and/or Services, Opal Australian Paper will pay the Supplier the price stated on the Order within 32 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 (unless otherwise stated on the Order) provided that the relevant Goods have been fully and properly provided in accordance with these terms and conditions.
- (b) If Opal Australian Paper disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Supplier of the amount in dispute.
- (c) Payment of an invoice is not to be taken as evidence that the Goods or Services have been provided in accordance with the Order.

8. Taxes

- (a) Terms used in this clause 8 have the same meaning given to them in the GST Act. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with these terms and conditions are exclusive of GST.
- (b) If GST is imposed on any supply made under or in accordance with these terms and conditions, the recipient of the taxable supply must pay to the Supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.
- (c) The Supplier is liable for all taxes, duties, levies, customs and imports in connection with the provision of the Goods, these terms and conditions or any transaction

contemplated by these terms and conditions, excluding GST.

9. Cancellation

- (a) Opal Australian Paper may cancel the Order or any part of the Order for convenience at any time, without liability, by providing the Supplier with 72 hours' notice. Where Opal Australian Paper cancels the Order for convenience under this clause 9(a), Opal Australian Paper will pay the Supplier the price for the Goods and/or Services provided by the Supplier under the Order up to the date of cancellation.
- (b) Opal Australian Paper may cancel the Order or any part of the Order if the Supplier does not make deliveries strictly in accordance with the delivery schedule, commits any breach of the terms of the 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 Opal Australian Paper may have in law or equity.
- (c) On completion or cancellation of the Order the Supplier must immediately return to Opal Australian Paper, or destroy (at Opal Australian Paper's option) all copies of Opal Australian Paper's materials (including all Confidential Information) and must not make any further use of such materials without Opal Australian Paper's prior written consent.

10. Liability

The Supplier warrants to Opal Australian Paper that:

- (a) all Goods supplied pursuant to the Order are of merchantable quality, of good material and workmanship, reasonably fit for their intended purpose and are free from defects for twelve (12) months from acceptance or for the period offered by the manufacturer (if longer);
- (b) the Supplier has the right to sell the Goods and the Goods are free from any charge, encumbrance or other security interest;
- (c) 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
- (d) all work carried out in the provision of the Goods and/or Services will be in accordance with all applicable laws, rules and regulations.

11. Insurance

- (a) On request of Opal Australian Paper, the Supplier must obtain, and maintain at all relevant times, insurance cover with a reputable insurer sufficient to cover any loss or costs that Supplier is liable, including workers compensation insurance as required by law and any other insurances set out in the Order.
- (b) On request, the Supplier must provide Opal Australian Paper with evidence of the currency of any insurance the Supplier is required to obtain.

12. Confidentiality

- (a) Confidential Information means any information that is by its nature confidential, is designated by Opal Australian Paper as confidential, or that the Supplier knows or ought reasonably to know is confidential but excludes information which is in or which subsequently enters the public domain other than as a result of a breach of these terms and conditions.
- (b) The Supplier must keep secret and confidential all Confidential Information and must not, without the written consent of Opal Australian Paper, use or disclose it other than:
 - (i) to the extent required to perform its obligations under these terms and conditions; or
 - (ii) required by law or the rules of any stock exchange.

13. Communication

All correspondence pertaining to the Order should note the Purchase Order number and be addressed to the Procurement Manager, P.O. Box37, Morwell, Victoria, Australia, 3840 or any other person specified in the Order or nominated by Opal Australian Paper.

14. 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 Opal Australian Paper.

15. Waiver

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

16. Compliance and Regulations

The Goods and/or Services must comply with all laws and relevant statutory requirements and standards.

17. Contract Purchases

Where the supply of Goods or Services relating to the Order is covered by another agreement between Opal Australian Paper and the Supplier, then the terms and conditions of that agreement will have precedence over the Order and/or these terms and conditions.

18. Assignment

The Supplier may only assign any of its rights under the Order with Opal Australian Paper's prior written consent.

19. Governing Law

These terms and conditions will be governed by and construed in accordance with the laws of the State of Victoria, Australia. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.