

PURCHASE ORDER CONTRACT

TERMS AND CONDITIONS

1. GENERAL

Except where a contract in writing (signed by at least one of the parties) has expressly arisen between the parties for the supply of the relevant goods and/or services, the contract between the Reserve Bank of Australia (the **Bank**) and the nominated supplier (the **Supplier**) for the supply of the relevant goods and/or services comprises (the **Contract**):

- (a) the Supplier's quote for the goods and/or services to be supplied, which is taken to be an offer to enter into the Contract;
- (b) a Purchase Order issued by the Bank in relation to the Supplier's quote, which is taken to be the Bank's acceptance of the Supplier's offer; and
- (c) these Terms and Conditions (**Contract Conditions**).

2. CONFLICT OF TERMS

If there is any inconsistency between the terms contained in documents listed in clause 1, the documents will prevail in the following order of precedence (to the extent of the inconsistency):

- (a) these Contract Conditions;
- (b) the Purchase Order; and then
- (c) the Supplier's quote.

3. PACKAGING

The Supplier must ensure that the goods are packed so as to ensure their safe delivery.

4. DELIVERY

4.1 Time, place and manner

Subject to 4.2, the Supplier must deliver the goods or carry out the services at the time, date, place, and in the manner, specified in the Contract (if so specified).

4.2 Late delivery

The Bank can specify in writing a later date for delivery of goods or provision of the services.

5. QUALITY

5.1 Standards

The Supplier will ensure the goods comply with, perform the services in accordance with, and ensure that any equipment it uses complies with, all applicable Australian laws and industry standards including under WHS Laws. The Supplier must also:

- (a) co-operate with the Bank in its performance of work health and safety obligations under WHS Laws or the Bank's work health and safety arrangements;
- (b) comply with any work health and safety directions, programs, requirements or arrangements implemented by the Bank and notified to the Supplier; and
- (c) perform the services in a way which will ensure that nothing is done or omitted to be done in the performance of the services or on the Bank's premises which would result in the Bank failing to comply with its obligations under WHS Laws.

In this Purchase Order, **WHS Laws** means all statutes, regulations, statutory instruments, subordinated legislation, codes of practice and standards (including those of the Commonwealth of Australia and of the State or Territory where the goods are being delivered or the services performed or the equipment used and including the *Work Health and Safety Act 2011* (Cth)) dealing with or relevant to health and safety in workplaces and of workers and others who may be affected by the carrying out of work, and includes any approvals, permits, licences, directions or requirements of a relevant authority.

5.2 Free from defects

All goods supplied under the Contract must be:

- (a) free from defects in materials and workmanship;
- (b) fit for all the purposes for which goods of that kind are commonly supplied;
- (c) of acceptable quality (as defined in The Australian Consumer Law of the *Competition and Consumer Act 2010* (Cth));
- (d) accompanied by adequate information as required under WHS Laws; and
- (e) without risk to health and safety.

5.3 Rejection of goods

The Bank can inspect the goods at any time prior to accepting delivery and reject any goods found not be in accordance with the Contract.

5.4 Latent defects

Even after accepting delivery of the goods, the Bank can reject those goods for any nonconformity with the Contract which could not have been discovered by reasonable inspection before acceptance.

5.5 No payment for rejected goods or damage

The Bank will not be liable to pay for any rejected goods or for any damage done to or costs arising from inspection or rejection of the goods.

5.6 Replacement, refund or repair

If the Bank rejects any goods, the Supplier must, without prejudice to the Bank's rights otherwise arising under the Contract or the general law, comply with a requirement of the Bank to, at the Bank's election:

- (a) at the Supplier's own cost, replace the rejected goods with goods in all respects in accordance with the Contract;
 - (b) refund any payment the Bank has made for the rejected goods; or
 - (c) repair the goods, on site or otherwise, to the satisfaction of the Bank,
- and in the case of sub-clauses (a) and (b), the Supplier must also remove the rejected goods at its own expense.

5.7 Supply of services

The Supplier must carry out the services under the Contract:

- (a) with due care and skill;
- (b) using personnel with appropriate skills, experience, qualifications and knowledge; and
- (c) within a reasonable time and in accordance with the Bank's reasonable directions relating to security.

If the Supplier fails to comply with any of subclauses (a), (b) or (c), the Bank may:

- (i) at the Supplier's own cost, require the Supplier to remedy the failure within a reasonable time;
- (ii) recover the costs incurred by the Bank in having the failure remedied; or
- (iii) terminate the Contract,

and the Bank is not required to pay for the portion of the services which does not comply with subclauses (a), (b) and/or (c).

6. TITLE TO GOODS

Property in and title to the goods passes to the Bank on delivery to the Bank, free from any security interest.

7. WARRANTY

7.1 Correction

If the Bank gives prompt notice of any defect or omission discovered in goods during any warranty period, the Supplier must correct that defect or omission without delay and at no cost to the Bank.

7.2 Cost of warranty

The Supplier must meet all costs of and incidental to the discharge of warranty obligations, including any packing, freight, disassembly and reassembly costs.

8. INSURANCE

The Supplier will maintain such insurance policies (such as workers' compensation, public liability and professional indemnity insurance policies) as are necessary and consistent with applicable Australian law and industry standards, to protect itself, and its employees, representatives and agents, from any loss, damage, cost, claim and cause of action which any of them may suffer, receive or become liable for in respect of, or arising from, any loss, damage, injury or death to any persons or property arising from, caused or attributed to by any act, omission, neglect, breach or default by the Supplier or any of its employees, representatives or agents. The Supplier will provide details of such insurance policies to the Bank on request.

9. CONFIDENTIALITY AND PROTECTION OF RBA ASSETS

9.1 Confidentiality

Each party shall protect all confidential information which the other party provides to it (whether orally, in writing or in any other form) using the same standards as the recipient applies to its own comparable confidential information, but in no event less than reasonable measures.

Each party's obligations will not apply to information:

- (a) already known to it at the time of disclosure to it;
- (b) in the public domain or publicly available;
- (c) available from a third party who is under no such obligation of confidentiality; or
- (d) independently developed by it.

Each party may disclose confidential information to its legal advisors to protect its own legitimate interests and to comply with any legal or regulatory requirements. If any court, regulatory authority, governmental authority or legal process requires the recipient to disclose information covered by this confidentiality obligation, then the recipient may make any such disclosure, provided that the recipient will, if permitted by law, advise the other party promptly of any such requirement and co-operate, at such other party's expense, in responding to it.

9.2 RBA Assets

The Supplier must:

- (a) not use, reproduce, adapt, modify, distribute or communicate any RBA Assets other than as strictly necessary for the purposes of supplying goods or carrying out services under this Contract;
- (b) ensure that access to any RBA Assets and any copies of RBA Assets is restricted to those of the Supplier's personnel who have a genuine need for such access to enable the Supplier to comply with its obligations under this Contract;
- (c) take all proper and effective precautions to prevent unauthorised persons from obtaining access to any RBA Assets by any direct or indirect means, including by maintaining appropriate protocols,

systems and software for the protection and security of any RBA Assets stored on the Supplier's computer or other electronic systems; and

- (d) immediately following the supply of all goods and the performance of all services under this Contract or at the Reserve Bank's earlier request, destroy or permanently erase all copies of any RBA Assets received or created by the Supplier, including those electronically stored within any computer or other electronic system of the Supplier.

In this clause 9.2, **RBA Assets** means any digital imagery, animation, video or other electronic file or material which is provided or made available by the Bank to the Supplier for the purposes of this Contract.

10. INCLUSIVE PRICE

10.1 Price of goods and services

The price of the goods and services under the Contract include:

- (a) all taxes, duties and other imposts for which the Supplier is liable;
- (b) all amounts payable for the use (whether in the course of manufacture or usage of the goods or services) of patents, copyright, registered designs, trademarks and other intellectual property rights; and
- (c) all charges for supply of the goods or services;

and no extra charges will be made for testing, inspection, packing, delivery, insurance or otherwise.

10.2 Indemnity

The Supplier indemnifies the Bank against any loss, damage or expense arising out of or in connection with the Contract as a result of any:

- (a) action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property right;
- (b) breach of the Contract by the Supplier; and
- (c) negligent or fraudulent act or omission, or wilful misconduct, of the Supplier.

11. ASSIGNMENT

The Supplier must not, without the Bank's written consent, assign the Supplier's rights or obligations under the Contract.

12. SUBCONTRACTING

12.1 Consent required

Supplier must not, without the Bank's written consent, subcontract the whole or any part of its obligations under this Contract.

12.2 Liability for subcontractors

The Supplier will be liable to the Bank for the acts and omissions of any subcontractor as if those were the acts or omissions of the Supplier under the Contract.

12.3 Independent contractor

Supplier acts as an independent contractor and is not authorised to act or hold itself out as acting as the agent or employee of the Bank in any circumstances.

13. APPLICABLE LAW

The Contract is governed by and construed in accordance with the laws of, and the parties submit to the jurisdiction of the courts in, New South Wales.

14. PAYMENT

14.1 Due 20 days

Subject to the goods and/or services having been delivered, and subject to clauses 5.5 and 5.7, the Bank will pay for the goods or services supplied under this Contract within 20 days of receiving a correctly rendered invoice from the Supplier in accordance with clause 14.2.

14.2 Invoices

An invoice will be correctly rendered if it:

- (a) complies with any requirements specified in the applicable Purchase Order;
- (b) identifies the applicable Purchase Order;
- (c) is, where explanation is necessary, accompanied by documents substantiating the amount claimed;
- (d) meets the Australian Taxation Office's requirements for Goods and Services Tax (GST) compliance; and
- (e) is emailed to AccountsPayable@rba.gov.au.

15. TERMINATION

- (a) If the Supplier:
 - (i) fails to comply with clause 4;
 - (ii) is in breach of any other material term of the Contract including clause 9;
 - (iii) being an individual, commits an act of bankruptcy, becomes a bankrupt, executes a deed of assignment or deed of arrangement under Part 10 of *the Bankruptcy Act 1966* or a creditor accepts a composition under that Act or any analogous overseas law; or
 - (iv) being a corporation (other than for the purpose of reconstruction or amalgamation):
 - (A) is the subject of a compromise or arrangement with its creditors;
 - (B) in respect of whose property a receiver or a receiver and manager is appointed; or
 - (C) in respect of which an administrator or a provisional liquidator or liquidator is appointed,

the Bank can, without prejudice to any other rights and remedies it has under the Contract or otherwise, terminate the Contract in whole or in part by written notice to the Supplier.
- (b) Notwithstanding any other provisions of the Contract, on such termination, the Bank can:
 - (i) stop making payments to the Supplier under the Contract;
 - (ii) recover from the Supplier all sums the Bank has paid to it for undelivered goods or services; and/or
 - (iii) purchase similar goods or services from alternative suppliers and claim by way of indemnity from the Supplier any loss it may incur in doing so.
- (c) Clauses 9, 10.2 and 15(b) survive termination of the Contract.

16. PRIVACY NOTICE

- (a) The Bank collects personal information concerning the Supplier's personnel (**Information**), including:
 - (i) name;
 - (ii) business title;
 - (iii) business address;
 - (iv) billing information and other business contact information,

in the process of ordering and paying for goods and services.

- (b) The Bank collects the Information in a number of ways, including:
 - (i) by email;
 - (ii) directly from the Supplier over the telephone;
 - (iii) through written correspondence with the Supplier (such as letters and invoices); and
 - (iv) from third parties, including public sources, such as telephone directories, business registers and ASIC searches.
- (c) The Information may be used by the Bank for the following purposes:
 - (i) establish Suppliers in the Accounts Payable system;
 - (ii) manage Supplier relationships;
 - (iii) process payments to Suppliers; and
 - (iv) perform related accounting and recordkeeping functions.
- (d) Some or all of these purposes could not be achieved if all or some of the Information is not collected by the Bank.
- (e) The Bank is unlikely to disclose the Information to persons or organisations outside the Bank or to overseas recipients.
- (f) Individuals are entitled under Australian privacy law in certain circumstances to access, and seek correction of, personal information about them held by the Bank. If an individual wishes to access or update the personal information the Bank holds about them, or if they have an enquiry or complaint about how the Bank handles personal information, you can contact the Bank's Privacy Officer by email to privacy@rba.gov.au or by phone on +61 2 9551 8111. More information about access, correction and complaints is in the Bank's Privacy Policy available at www.rba.gov.au/privacy.

The Supplier must make its relevant personnel aware of the provisions of this clause 16.