

## Purchase Order General Terms and Conditions

### 1. SUPPLY OF GOODS AND/OR SERVICES

- 1.1 This Agreement is formed if Pacific National provides a Purchase Order to the Service Provider and the Service Provider accepts it or commences performance of it. No terms or conditions sought to be imposed by the Service Provider (eg terms in any tender, offer, counteroffer or proposal) will be incorporated, unless accepted in writing by Pacific National.
- 1.2 The Service Provider must supply the Goods and/or perform the Services by the Due Date with due care and skill, and to a standard to be expected of a professional, competent and experienced service provider.

### 2. FEES AND GST

- 2.1 Unless otherwise agreed, the only amount Pacific National is required to pay the Service Provider for the Supply is the Fee, which includes all costs that the Service Provider may incur, including all excise, duties and taxes (excluding GST). GST will be payable in addition to the Fee subject to clause 2.5.
- 2.2 The Service Provider must provide Pacific National with a valid tax invoice that complies with GST legislation and only includes fees validly payable under this Agreement.
- 2.3 Subject to clause 2.5, and subject otherwise to the Service Provider's compliance with this Agreement, Pacific National will pay the Fee to the Service Provider within 45 days from the end of the calendar month in which the valid tax invoice is received by Pacific National.
- 2.4 The Service Provider must send each tax invoice to the address outlined in the Purchase Order. Each time the Service Provider sends a tax invoice, the Service Provider warrants that the Service Provider has performed the Supply according to this Agreement and the amount in the tax invoice is complete and accurate.
- 2.5 Pacific National may set off, from any monies due to the Service Provider, any sum payable by the Service Provider to Pacific National under this Agreement.
- 2.6 If a party makes a taxable supply under or in connection with this Agreement in respect of which GST is payable, the consideration for the supply is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

- 2.7 If there is an adjustment event in relation to a supply which results in the amount of GST on the supply being varied from the additional amount paid or payable by the recipient of the supply under clause 2.6, the supplier must issue an adjustment note to the recipient, and will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the recipient of the supply.
- 2.8 If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 2.5.

### 3. WARRANTIES

- 3.1 The Service Provider warrants, represents and undertakes to Pacific National:
  - (a) all information the Service Provider gives Pacific National is truthful and accurate;
  - (a) the Service Provider has the power to enter into, and perform this Agreement and has obtained necessary consent(s) to enable the Service Provider to do so;
  - (b) the Goods and/or Services will not contain any computer virus, or any harmful, malicious or hidden program, code or data, or any automatic and/or random expiry dates;
  - (c) the Goods and/or Services are of merchantable and acceptable quality and fit for purpose;
  - (d) the Goods are delivered free from any registered or unregistered security interest, charge or other lien or encumbrance;
  - (e) the Goods will be new, free from defects, comply with all relevant Laws, conform to the specification or description in the Agreement (or otherwise given to the Service Provider by Pacific National or agreed to in writing by the parties) and are safe;
  - (f) the Service Provider has obtained for Pacific National's benefit all the required manufacturers', suppliers' and other third party warranties for the Supply;

- (g) the Service Provider has disclosed in writing to Pacific National prior to signing this Agreement any issues relating to the Service Provider's ability to perform the Service Provider's obligations;
- (h) the Service Provider holds and maintains all the authorisations, permits and licences required under all relevant Laws to perform the Service Provider's obligations; and
- (i) the Service Provider will comply with Pacific National's Supplier Code of Conduct.

#### 4. COMPLIANCE

- 4.1 In providing any Goods and/or Services under this Agreement, the Service Provider must:
- (a) comply with all relevant Laws, and all relevant Australian Standards as published by Standards Australia as applicable;
  - (b) comply with Pacific National's reasonable instructions and directions, policies and procedures, as amended or issued from time to time; and
  - (c) ensure that any shipments, shipping papers or correspondence is identified with the correct order number on the Purchase Order.

#### 5. QUALITY

- 5.1 In respect of any defective Supply, the Service Provider must (at Pacific National's election):
- (a) refund any payments made by Pacific National;
  - (b) make good; or
  - (c) replace,
- the defective Supply free of charge, and reimburse to Pacific National any expenses.
- 5.2 If in Pacific National's reasonable opinion it is necessary, then Pacific National may make good or replace the defective Supply:
- (a) if the matter relates to health and safety, immediately; or
  - (b) in respect of any other matter, after five days' written notice.

- 5.3 Pacific National may reject any Goods if they are defective or do not otherwise comply with the requirements of this Agreement. If any Goods are rejected by Pacific National, the Service Provider must, at the Service Provider's cost, remove the rejected Goods from Pacific National's premises as soon as possible after rejection, and title to and risk in the rejected Goods (to the extent that it has passed to Pacific National) will pass back to the Service Provider immediately upon rejection. In addition to any other rights that Pacific National may have, Pacific National will not be required to pay for any rejected Goods and any payment made by Pacific National in respect of them must be immediately refunded to Pacific National.

#### 6. VARIATIONS

- 6.1 Pacific National may vary the scope and the Fee of the Supply at any time by written notice ("**Variation**"). If Pacific National requires a Variation, the parties must use their best endeavours to agree on a new scope and price. In the event that the parties are unable to agree before Pacific National requires the Variation, then the price will be determined by Pacific National, acting reasonably and by reference to the Fee.

#### 7. INSPECTION

- 7.1 A representative of Pacific National is entitled to inspect and witness tests of the Goods and/or the Services to ensure compliance with this Agreement.
- 7.2 The Service Provider must render reasonable assistance (including allowing Pacific National access during working hours to the Service Provider's and any of the Service Provider's sub-contractor's premises on reasonable notice by Pacific National) for this purpose. The Service Provider must make this a condition of any subcontract.
- 7.3 All Goods and/or Services are subject to inspection by Pacific National within a reasonable time after delivery or performance (as applicable) at Pacific National's option irrespective of date of payment of the Fee.
- 7.4 A signed delivery docket will not be construed to mean acceptance by Pacific National of the Goods and/or Services. Pacific National will promptly notify the Service Provider of any defects appearing, and in respect of Goods so found to be defective, hold such Goods for the Service Provider's instructions and at the Service Provider's risk for a reasonable period not exceeding 60 days.

## 8. SPECIFICATIONS

- 8.1 The Goods and/or the Services must comply with such specifications, drawings, samples or other description (if any) provided by Pacific National to the Service Provider prior to or in conjunction with issuing the Purchase Order.
- 8.2 Any inspection conducted under clause 7 (Inspection) by a representative of Pacific National will not affect the requirement to comply with clause 8.1 unless specified in writing by Pacific National.

## 9. DELIVERY

- 9.1 The Service Provider is responsible for the delivery of the Goods to, and/or performance of the Services at, the premises specified on the Purchase Order by the Due Date.
- 9.2 Packages containing Goods must be clearly identifiable and include the order number on the Purchase Order.
- 9.3 The Service Provider must ensure that Goods are suitably packaged to avoid damage in transit and/or in storage.

## 10. TIMING

- 10.1 The Due Date for delivery of the Goods and/or performance of the Services must be confirmed in advance with Pacific National.
- 10.2 The Service Provider must not, without reasonable cause, depart from the Due Date, unless otherwise agreed with by Pacific National.

## 11. RISK, TITLE AND PROPERTY IN GOODS

- 11.1 Title to and property in Goods immediately passes to Pacific National upon payment for the Goods (whether that occurs prior to or after delivery), and the Goods must be appropriately marked and identified as the property of Pacific National. Title in the Goods will pass to Pacific National free of any encumbrances, liens, debts of the Service Provider, charges or other security interest.
- 11.2 Risk in Goods remains with the Service Provider until delivery to Pacific National or its Personnel in accordance with the Agreement.

## 12. INDEMNITY AND LIABILITY

### Mutual indemnity

- 12.1 Each party (being the **Indemnifying Party**) will indemnify the other party (being the **Other Party**) against any claim, liability, loss, damage, expense and/or costs incurred by or made against the other party arising out of or any way in connection with:

- (a) an infringement of the Other Party's Intellectual Property or a third party's Intellectual Property in relation to either the supply by the Service Provider or the provision of materials by Pacific National (as applicable);
- (b) a breach by the Indemnifying Party of the confidentiality obligations in the Agreement;
- (c) any damage to any property, or death or personal injury to any person caused or contributed to by the Indemnifying Party; and
- (d) any negligence, wilful misconduct or fraud of the Indemnifying Party;

in connection with this Agreement, except to the extent that the loss was caused or contributed to by any breach of this Agreement or Laws, negligent act or omission, or fraud of the Other Party.

- 12.2 A party indemnified under this clause must take all reasonable steps to prevent, limit and mitigate any loss covered by the indemnity.

### Limitation of Liability

- 12.3 Notwithstanding any other provision of this Agreement, neither party is liable to the other for Consequential Loss, except to the extent the Consequential Loss is caused by the other's wilful default or fraudulent act or omission.
- 12.4 Except where subject to an indemnity under clause 12.1, each party's aggregate liability under this Agreement in respect of an individual Purchase Order is limited to the greater of:
- (a) two times the Fee; or
- (b) any loss covered by any insurance policy required to be held by the relevant party under this Agreement or that would be covered without the act or omission of the relevant party resulting in vitiated or voided insurance coverage; or
- (c) \$2 million.

## 13. SUBCONTRACTING AND ASSIGNMENT

- 13.1 Unless Pacific National gives the Service Provider prior written consent (which may not be unreasonably withheld and may be subject to such reasonable conditions as Pacific National determines), the Service Provider must not subcontract or transfer, assign, or otherwise deal with any rights or obligations under this Agreement.
- 13.2 The Service Provider agrees to ensure that all approved assignees or subcontractors perform and observe all obligations under this Agreement.

13.3 The Service Provider is liable for any breach or non-compliance with any obligations under this Agreement by any of the Service Provider's approved assignees or subcontractors as if those acts or omissions had been the Service Provider's.

#### **14. SAFETY AND PREMISES**

##### **Health and safety**

14.1 The Service Provider and the Service Provider's Personnel must comply with the Sitework Conditions.

14.2 Each party will take reasonable steps to ensure the safety and health of all its workers and all other persons while performing the Services or supplying the Goods.

##### **Premises, Facilities and Support**

14.3 If both parties agree that the Service Provider will perform the Services on Pacific National's premises, Pacific National will determine which of the following to give the Service Provider and (if available) will provide at Pacific National's cost:

- (a) access to premises, including, if applicable, any security passes and/or car parking;
- (b) facilities, including standard office equipment and furniture, information technology systems and stationery, and any other items as agreed; and
- (c) the services of Pacific National's employees and contractors, as Pacific National determines and directs, to assist the Service Provider in the day-to-day performance of the Service Provider's duties in connection with the Agreement.

#### **15. ANTI-SLAVERY AND ANTI-CORRUPTION**

15.1 Each party warrants, represents and undertakes at all times during the Term:

- (a) that it has not, and will not engage in any practices that breach Anti-Corruption Laws and Anti-Slavery Laws;
- (b) that it will take reasonable steps to ensure that none of its Personnel or suppliers who are directly involved in the provision of Goods and Services under this Agreement breach Anti-Corruption Laws and Anti-Slavery Laws;
- (c) that it will promptly report to the other party any actual or suspected breach of Anti-Corruption Laws and/or Anti-Slavery Laws by any Personnel or supplier in connection with this Agreement.

#### **16. INTELLECTUAL PROPERTY**

16.1 All Intellectual Property the Service Provider or Pacific National produce under this Agreement is owned by Pacific National.

16.2 If any of the Service Provider's Personnel have moral rights in any Intellectual Property the Service Provider develops in relation to Pacific National's engagement of the Service Provider, the Service Provider must (to the reasonable extent possible) procure that they consent to Pacific National doing any act in relation to that Intellectual Property that would otherwise infringe that person's moral rights.

16.3 Both parties will retain ownership of their background Intellectual Property.

16.4 Each party grants to the other party an irrevocable, royalty-free, non-exclusive, worldwide and royalty-free licence to use, reproduce, modify and adapt any background Intellectual Property (and to sub-licence these rights) for the purposes of:

- (a) performing its obligations or exercising its rights under this Agreement, or providing or using the Goods and/or Services; and
- (b) in the case of Pacific National, exercising its rights in relation to any Intellectual Property produced under this Agreement.

16.5 The background Intellectual Property licence in this clause does not permit either party to manufacture, sell or otherwise commercially exploit the other party's background Intellectual Property.

#### **17. PUBLICITY AND CONFIDENTIALITY**

17.1 The parties must not provide any information, document or material to the media concerning the Supply or existence of this Agreement unless the other party consents in writing.

17.2 Each party must during the Term, and for a period of three years from the end of the Term:

- (a) not disclose Confidential Information to any third party or use or reproduce it other than for the performance of this Agreement, if required by law or the rules of a stock exchange, or to a professional advisor; and
- (b) safeguard the Confidential Information.

17.3 When this Agreement ends, a party must, upon request, to the reasonable extent possible, return or destroy the Confidential Information of the other party and each party continues to be bound by clause 17.2.



## 18. PRIVACY

- 18.1 Each party must comply with any applicable privacy laws, including but not limited to the *Privacy Act 1988* (Cth), in connection with their activities under this Agreement.
- 18.2 Each party must immediately notify the other party in writing and co-operate fully with the other party as reasonably requested and at their own expense, if a party misplaces, loses or makes an unlawful disclosure of the other party's (or any third party in connection with the Goods and/or Services) personal or sensitive information, or if there is a Privacy Incident.

## 19. INSURANCE

- 19.1 The Service Provider must maintain during the Term, and for a period of 2 years after the Term, the Insurance Policies for not less than the specified amounts and terms.
- 19.2 Upon request, the Service Provider must provide Pacific National with certificates of currency for each Insurance Policy required under this Agreement.
- 19.3 If the Service Provider subcontracts all or any part of the Services, the Service Provider must ensure that the subcontractor effects and maintains insurance substantively similar to the Insurance Policies required under this Agreement.
- 19.4 The Service Provider must not do or omit to do anything that could prejudice the cover afforded by any insurance required under this Agreement.
- 19.5 Where any activities in the provision of Goods and/or Services are carried out by the Service Provider or the Service Provider's Personnel on or near Pacific National's rail operations or associated infrastructure, the Service Provider's public liability insurance must not contain any exclusions or limitations in respect of works conducted on or near rail or associated infrastructure.
- 19.6 To the extent that the Service Provider is required to have higher minimum insurance indemnity limits as part of Pacific National's contractor pre-qualification program requirements including any adjusted requirements from time to time, the minimum indemnity limits for the Insurance Policies are replaced with the applicable higher limits.
- 19.7 All insurances required under this Agreement must be maintained with reputable insurers with an S&P rating of at least A.

## 20. SUSPENSION OR TERMINATION

- 20.1 In addition to any other right to suspend or terminate at law, Pacific National may suspend or terminate this Agreement immediately by written notice if:

- (a) to the extent permitted by law, Pacific National reasonably suspects the Service Provider is unable to pay the Service Provider's debts when they are due or the Service Provider is involved in solvency/insolvency proceedings or processes;
- (b) the Service Provider ceases to carry on business;
- (c) there is a change in control in relation to the Service Provider as defined in the *Corporations Act 2001* (Cth);
- (d) the Service Provider or the Service Provider's Personnel, in Pacific National's reasonable opinion, endanger health and safety in connection with the Agreement;
- (e) the Service Provider or the Service Provider's Personnel breach the Sitework Conditions; or
- (f) the Service Provider breaches the Supplier Code of Conduct.

20.2 Either party may terminate this Agreement by written notice if the other party fails to remedy a breach of a material term within 14 days of receiving a notice to do so.

20.3 Pacific National may terminate this Agreement (or part of it) for any reason, by providing the Service Provider 30 days' written notice. If so, the Service Provider must cease performing this Agreement and minimise any arising loss. Pacific National will pay the Fee for Services the Service Provider performed in accordance with the terms of this Agreement up to the date of termination and any unavoidable, substantiated, direct costs the Service Provider incurs arising from the termination, provided the Service Provider takes all reasonable steps to mitigate any such costs. Pacific National will not be liable for any other loss or damage.

20.4 Accrued rights or remedies are not affected by termination of this Agreement. All provisions that are expressed to survive this Agreement shall remain in full force and effect.

## 21. DISPUTES

21.1 Except to seek urgent interlocutory relief, a party must not commence any court or arbitration proceedings relating to a Dispute unless it has complied with this clause.

21.2 A party claiming that there is a Dispute must promptly notify the other in writing and give details of the Dispute (**Notice of Dispute**).

21.3 After the other party has received the Notice of Dispute, the parties must use reasonable endeavours to resolve the Dispute within 10 Business Days of the date of the Notice of Dispute.

21.4 Each party must bear its own costs of complying with this clause and must continue to comply with its obligations under this Agreement during the dispute resolution process.

## **22. CONTRACTOR PREQUALIFICATION PROGRAM**

22.1 The Service Provider agrees to register onto Pacific National's contractor prequalification program by:

- (a) providing any information;
- (b) completing any forms;
- (c) paying any fees related to this registration (including any ongoing fees); and
- (d) complying with the requirements of the prequalification program (as amended from time to time).

22.2 The Service Provider must ensure that this registration occurs before the Service Provider begins performance of this Agreement and that the Service Provider otherwise meets any Due Date.

22.3 Information and requirements regarding this program may be updated from time to time by Pacific National and is available at: <https://pacificnational.com.au/suppliers/>.

22.4 The Service Provider will bear all costs associated with compliance with the program.

## **23. AUDIT**

23.1 The Service Provider shall maintain proper records and retain all original paperwork including receipts arising out of, or in connection with the Supply under this Agreement.

23.2 Pacific National and its Personnel shall have a right of access during normal business hours to the Service Provider's premises, systems and information (excluding confidential financial records) on the giving of reasonable notice, for the purpose of making an assessment as to whether the Service Provider has complied, is complying, and will be able to continue to comply with its obligations under this Agreement.

23.3 The Service Provider shall retain all documents relating to this Agreement and any Supply under this Agreement for a period of 7 years following the termination or expiry of this Agreement.

23.4 The Service Provider will respond to all reasonable requests for information from Pacific National within a reasonable timeframe providing accurate and complete information.

23.5 Clauses 23.1 to 23.4 shall survive the termination of this Agreement.

## **24. GENERAL**

24.1 If there is any inconsistency between the terms of this Agreement or any other document which accompanies this Agreement, the terms of this Agreement will prevail except in respect of the details in the Purchase Order, which will prevail over these terms.

24.2 This document contains the entire agreement between Pacific National and the Service Provider in relation to its subject matter and supersedes all prior agreements, representations or understanding.

24.3 The indemnity, insurance provisions and warranties in this Agreement continue, and the limitations of liability remain effective, even after this Agreement ends.

24.4 If Pacific National is a "consumer" under the ACL, nothing in this Agreement limits Pacific National's rights under the ACL.

24.5 The Service Provider will provide the Supply to Pacific National as an independent service provider and the Service Provider will assume all responsibility in respect of:

- (a) liability for and the cost of fringe benefits tax, income tax, group tax and payroll tax incurred by the Service Provider arising in connection with the Supply by the Service Provider and the Service Provider's Personnel; and
- (b) liability for the cost of wages and salaries, holiday pay, long service leave, superannuation and personal/carers' leave incurred by the Service Provider in connection with the Supply by the Service Provider and the Service Provider's Personnel.

Nothing in this Agreement creates a relationship between the parties of employer and employee, principal and agent, partnership, franchise or joint venturers, and no party will hold itself out in any manner which would indicate such a relationship. No fiduciary relationship or fiduciary obligations will arise as a result of the parties entering into this Agreement.

24.6 All of the rights and benefits under this Agreement extend to the members of the Contracting Group. Pacific National will be liable for the acts and omissions of the Contracting Group to the extent any obligations arise from this Agreement. The Service Provider must not commence any proceedings against any member of the Contracting Group other than Pacific National and this clause will act as a complete bar to that extent.

24.7 A party may only waive a breach of this Agreement by notice in writing.

- 24.8 The parties may only amend this Agreement by agreement in writing.
- 24.9 Any provision of this Agreement which is illegal, void or unenforceable will be ineffective only to the extent of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- 24.10 The laws of the state or territory in which the Goods are to be delivered or the Services are to be provided govern this Agreement and its interpretation. The courts of the relevant state or territory have non-exclusive jurisdiction over Disputes.
- 24.11 Any notice from the Service Provider to Pacific National in connection with this Agreement must be in writing and sent to the Pacific National contact person and their email address as notified by Pacific National to the Service Provider
- 24.12 Except as expressly provided elsewhere in this Agreement, a copy of a notice of approval, consent, or event effecting the performance of this Agreement from the Service Provider to Pacific National must also be sent by email at the same time to:
- (a) procurement@pacificnational.com.au; and
- (b) pnlegal@pacificnational.com.au.

## 25. DEFINED TERMS

- 25.1 In this Agreement:

**ACL** means the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Agreement** means the contract comprising the Purchase Order, any specifications referred to in it, these Purchase Order General Terms and Conditions, and any other document referred to in, or attached to, the Purchase Order.

**Anti-Corruption Laws** means any anti-corruption laws or regulations prohibiting or regulating corruption in force in Australia including any similar laws of other countries that apply from time to time in connection with this Agreement.

**Anti-Slavery Laws** means any anti-slavery and any anti-human trafficking laws or regulations prohibiting or regulating slavery or human trafficking in force in Australia including any similar laws of other countries that apply from time to time in connection with this Agreement.

**Confidential Information** means any information belonging to or in the possession of one party which is (1) disclosed to the other party in relation to this Agreement, (2) of a confidential nature or described as such by the disclosing party, and (3) was not already known by the other party or already in the public domain.

**Consequential Loss** means a loss of opportunity, profit, use, anticipated profit, business opportunity, reputation, revenue or any failure to realise anticipated savings.

**Contracting Group** means any entity (as defined in the *Corporations Act 2001* (Cth)) in which Pacific National Holdings Pty Ltd ACN 123 652 862 has an equity interest (direct or indirect) of 20% or more.

**Dispute** means a dispute or difference of opinion relating to, or claim under, this Agreement.

**Due Date** means the date for the delivery of the Goods and/or performance of the Services as specified in the Purchase Order or as otherwise directed.

**Fee** means the fee set out in the Purchase Order.

**Goods** means each and every article or thing described in the Purchase Order (or to be reasonably inferred from the Agreement) to be purchased by Pacific National and includes all materials or physical objects produced during the supply of the Services.

**GST** means means the tax imposed or to be imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth, states or territories.

**Insurance Policies** means each of the following insurance policies:

- (a) Public liability: Minimum \$20 million AUD;
- (b) Product liability insurance where the cover must apply to any one occurrence and in the annual aggregate: Minimum \$20 million AUD;
- (c) Professional indemnity: Minimum \$2 million AUD; and
- (d) Workers compensation: As required by law.

**Intellectual Property** means all present and future intellectual property rights whether registered or unregistered throughout the world, including patents, copyright, rights in circuit layouts, designs, marks, names, indication of source or appellation of origin, trade secrets, ideas, concepts, know-how and techniques, and any right to apply for registration of those things.

**Laws** means any laws of Australia (or other jurisdiction from which Goods and/or Services are provided), regulations, by-laws, ministerial directions and subordinate legislation; any requirement of a Government agency or authority; and guidelines, codes and policies.

**Pacific National** means the entity named as the purchaser of the Goods or the Services in the Purchase Order, or otherwise means Pacific National Executive Services Pty Ltd ACN 126 912 981.

**Personnel** means, in relation to a party, an employee, agent, officer, director, auditor, advisor, partner, consultant, contractor or subcontractor of that party.

**Privacy Incident** means any complaint or investigation under, or relating to, privacy laws, or any actual, probable or reasonably suspected breach of the privacy or confidentiality clauses in this Agreement.

**Purchase Order** means the document headed as such (or similar wording) and describes the Goods and/or the Services to be supplied which may be issued separately to these Purchase Order General Terms and Conditions.

**Services** means the services described in, or reasonably to be inferred from, the Purchase Order, and includes the performance of all incidental or other services, including delivery or installation of the Goods, and the provision of all materials and equipment, necessary to allow or assist the performance of those services.

**Service Provider** means the Service Provider as described in the Purchase Order.

**Sitework Conditions** means the rules, policies and procedures Pacific National communicates to the Service Provider for Pacific National's site(s), or any site(s) the Service Provider is directed or required to attend on Pacific National's behalf, including Pacific National's work health and safety policies and procedures.

**Supplier Code of Conduct** means the code of conduct which applies to suppliers of both goods and services to Pacific National, as amended from time to time, a copy of which can be provided by Pacific National on request and may also be found at <https://pacificnational.com.au/suppliers/>.

**Supply** means the supply of the Goods and/or Services.

**Term** means the period between the dates when the Agreement commences and ends. The Agreement commences and ends on the dates stated in the Purchase Order. If no such dates are stated then the Agreement commences when clause 1.1 is satisfied and ends when Pacific National states that the Agreement has been completed by the Service Provider or the Agreement is terminated under clause 20.